

# City of Evansville



## BID DOCUMENTS

IFB-508-01-23

Hartke Pool Storm Damage Repairs to Bathhouse

For

Parks & Recreation

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Issue Date: January 23, 2023

Issued By: Parks & Recreation  
100 E. Walnut St.  
C.K. Newsome Community Center  
Evansville, IN 47713

Issued Via: Handout, Email, and Website Delivery:  
<https://www.evansvillegov.org/city/departement/division.php?structureid=133>

Inquiries: Questions should be submitted via email to:  
Scott Fankhouser at [sfankhouser@evansville.in.gov](mailto:sfankhouser@evansville.in.gov)  
(812) 568-9506

Bids Due: **Tuesday February 15, 2023 at 12:00 noon**

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## VENDOR INSTRUCTIONS

### 1. INTRODUCTION

- A. The Board of Park Commissioners(the "Board") for Evansville Parks & Recreation (the "Owner") and the City of Evansville (the "City"), is soliciting competitive sealed bids from qualified contractors to repair and replace the **Hartke Pool Storm Damage Repairs to Bathhouse**.

Your company, among others, is invited to submit a bid on a competitive basis in the format described. The bid documents establish requirements and defines responsibilities of the proposing vendor (hereinafter "Vendor," "Respondent," or "Contractor") to repair and replace the **Hartke Pool Storm Damage Repairs to Bathhouse at 201 N. Boeke Rd., Evansville, IN 47711**.

### 2. GENERAL REQUIREMENTS

The responsibilities of the Contractor include, but shall not be limited to, the following:

- A. Contractor guarantees that the scope of work will be completed no later May 15, 2023.
- B. The Contractor shall purchase all items needed to provide services.
- C. The Contractor will furnish all tools and labor required for service.
- D. The Contractor shall coordinate with Parks Supervisor Scott Fankhouser at [sfankhouser@evansville.in.gov](mailto:sfankhouser@evansville.in.gov) 812-568-9506 for scheduling of work to be performed.
- E. Contractor will be responsible for any needed traffic control (vehicular and/or pedestrian) during construction.
- F. Contractor must possess the required local licensing (Roofing, Electrical, and any others that pertain to work on this project at the time of bid opening, per Evansville Municipal Code 3.95.030.
- G. Prime Contractors are required to be designated as a Responsible Bidder at the time of bid submission for any bid over \$150,000 per Evansville Municipal Code 3.95.040. Submittal requirements of subcontractors may be provided immediately after bid award, but prior to the execution of a contract.
- H. Prime Contractors are required to adhere the Minority Business Enterprise (MBE) and Women Business Enterprise (WBE) initiative per Evansville Municipal Code 3.90.110; likewise, Prime Contractors are required to submit, as necessary, the included Supplement to the **General Conditions for Minority and Women Business Enterprise Program**.
- I. Contractor must have a written drug testing program in place at the time of bid submission for any bid over \$10,000 per Evansville Municipal Code 3.95.020.

- J. Awarded Contractor must carry the required insurance throughout the bidding process until completion of this project listed in the General Conditions.
- K. Quotes shall be awarded to the lowest responsive and responsible bidder.

### **3. RESPONSE INSTRUCTIONS**

The submitted bid must follow the rules and format established within this Invitation to Bid. Adherence to these rules will ensure a fair and objective analysis of all quotes. Failure to complete any portion of this request may result in rejection of a bid.

### **4. CONTACT WITH MUNICIPALITY EMPLOYEES**

To ensure a fair and objective evaluation of all bids, Vendors are required to submit all inquiries in writing to City of Evansville Purchasing Director, Lora Bennett at [lbennett@evansville.in.gov](mailto:lbennett@evansville.in.gov). The email should be titled: **Parks Hartke Pool Storm Damage Repairs to Bathhouse**

Inquiries shall be submitted no later than eight (8) days prior to the stated opening time and date. This is to allow for ample time to respond and disseminate to all perspective parties.

All changes in specifications shall be in writing in the form of an addendum and furnished to all contractors. Verbal information obtained otherwise will not be considered in awarding of quotes. No changes to specifications will be permitted within seven (7) days prior to the quote opening.

### **5. ASSESS BID DOCUMENTS**

Before submitting a bid, vendors shall examine the specifications in order to understand all existing conditions and limitations.

### **6. COSTS OF BID PREPARATION AND SUBMISSION**

Each vendor shall be responsible for all costs incurred in order to prepare and submit their response to this IFB.

### **7. BID BOND**

- A. Each bid shall be accompanied (in the same envelope) by a bid bond or certified check, made payable to the "CITY OF EVANSVILLE", in an amount equal to five percent (5%) of the total bid submitted.

No bid may be withdrawn after the opening of bid without the consent of the Evansville Board Park Commissioners for a period of thirty (30) days after the scheduled time of opening bids.

### **8. PUBLIC OPENING PROCEDURES**

- A. No award will be made or implied at this time, unless otherwise indicated.
- B. Only the following information will be given:
  - Vendor name and amount of bid
- C. Bids or related documents may not be reviewed at the bid opening. No discussion of any nature concerning brand names, deliveries, samples, etc. can be entered into between any Purchasing Department personnel

and any Vendor during or after the bid opening until the evaluation of bids have been completed and a recommendation for award has been made.

- D. A copy of the bid tabulation will be available to review in the Purchasing Department upon completion of the recommended award.
- E. Vendors who wish to review or request copies of bids may do so by contacting the Purchasing Department at 812-436-4917. A copy fee will be charged for copies.

## 9. ACCESS TO PUBLIC RECORDS

- A. All submissions may be considered public documents under applicable laws and may be subject to disclosure. Some bid records are public as soon as received by the City, others become public at bid opening, and others at bid award. Contractor recognize and agree that City will not be responsible or liable in any way for any losses that the Contractor may suffer from the lawful disclosure of information or materials to third parties.
- B. Any materials requested to be treated as confidential documents, proprietary information, or trade secrets must be clearly identified and readily separable from the balance of the bid submission. Such designations will not necessarily be conclusive, and Contractor may be required to justify why such material should not, upon written request, be disclosed by the City under the applicable public records act.
- C. City will endeavor to provide at least two (2) business days' notice to the Contractor of a public records request for material submitted pursuant to this IFB (Invitation for Bid). The City will then release the document in accordance with the City's policy for responding to such requests unless both of the following are true:
  - i. the Contractor responds to the notice with any objection to the production of the document within two (2) business days of receipt of the notice; and
  - ii. the Contractor agrees in writing to indemnify City, in a form acceptable to City, in the event a challenge is brought for withholding a public record based on Contractor having designated it a trade secret.

## 10. BID FORMAT AND FORMS

- 1. Each bid will be prepared in the format specified, incorporating the additional forms provided at the end of this document, and be submitted in a **sealed** envelope bearing the title of work and the name of the vendor, e.g.: **IFB-508-01-23 Hartke Pool Storm Damage Repairs to Bathhouse**.
- 2. The bidder shall give the unit prices in both written form and numerical form for each item. In the event of a discrepancy between written prices and numerical prices the written price form will take precedence and will be used in computing the total project cost.
- 3. Submit two (2) original and one (1) electronic copy (maximum of three files) on a flash drive in a Windows-compatible and searchable format such as PDF. Bids must be clear, concise, typewritten, and must be signed in ink by the official authorized to bind the submitter to its provisions.
- 4. Bidders are required to provide all requested information. Submittals shall be submitted in a sealed envelope with bidder's name, business address, bid title, and date and time of the opening on the front of the envelope. Only information provided inside this envelope will be considered, unless otherwise instructed. Failure to follow this instruction or any other instruction contained in this request may result in the rejection of your bid.

5. Quote modifications are not allowed. Complete withdrawal or complete exchange of bid submission is acceptable if done before scheduled bid opening.

The contents of this bid will become incorporated within any contract signed by the Board and the provider of service. Do not retype this bid. Instead, respond on a separate page and cite the section number for each response. All areas of the request must be addressed in the same sequence cited in the Bid instructions in order that proper consideration is given to the bid. ***Bids submitted without information or incomplete content will result in the bid being removed from consideration.***

## **11. DELIVERY OF BIDS**

The submittals must be sealed and clearly labeled as **IFB-508-01-23 Hartke Pool Storm Damage Repairs to Bathhouse** . It is the sole responsibility of the vendor to see that their bid is received in the proper time. Any bids received after the bid opening date and time shall be eliminated from consideration and returned to the Vendor unopened.

**Bids must be delivered by 11:45 AM CDT on February 15, 2023** to the following address:

Purchasing Department  
1 NW Martin Luther King, Jr. Blvd, Room 323  
Evansville, Indiana 47708

**NOTE: Any bids submitted after 11:45 AM CDT but before the scheduled opening at 12:00 PM CDT shall be delivered to Park Commissioners Board, Room 301, 1 NW Martin Luther King Jr. Blvd., Evansville, Indiana 47708. These bids will need to be hand delivered to the Board of Park Commissioners Secretary.**

**THIS SPACE INTENTIONALLY LEFT BLANK**

## **BID EVALUATION**

### **1. EVALUATIONS**

The bid selected shall be the lowest responsive and responsible bidder that provides the most comprehensive approach that meets the stated requirements. The Board reserves the right to award on a line-item basis.

### **2. RIGHT TO DISCUSSIONS**

The agency reserves the right to conduct discussions with Respondents for the purpose of clarification to assure full understanding of, and responsiveness to, the solicitation requirements. The agency further reserves the right to excuse technical defects in a bid when, in its sole discretion, such excuse is beneficial to the agency.

### **3. RIGHT OF REFUSAL**

The Board reserves the right to reject any one or all bids, or any part of any bid, to waive any informality in any bid, and to award the purchase in the best interest of the Board /City. Furthermore, the City reserves the right to hold the bid of the three (3) lowest Vendors for a period of sixty (60) calendar days from and after the time of the bid opening.

### **4. AWARD OF CONTRACT**

It is the intent of the Board to enter into a contract with a provider that will emphasize administrative efficiencies, and possess the capacity, infrastructure and organizational competence to perform required functions necessary for managed care under this bid.

Award recommendations are contingent upon an initial evaluation of the Contractor's qualifications to determine if the Contractor is a quality service provider. The Contractor's policies and procedures may be evaluated as a further determination of quality.

The process of evaluating each Contractor's bid may involve interviews with a random sampling of the Contractor's current and previous customers. This is not an exclusive criterion for awarding the contract.

It is anticipated that contract(s) will be awarded on or before **February 15, 2023**.

### **5. SUBCONTRACTORS**

The Board intends to contract with one prime Contractor who will be solely responsible for contractual performance. In the event the prime Contractor utilizes one or more subcontractors, the prime Contractor will assume any and all responsibility for performance of services by the subcontractor(s). Additionally, the City of Evansville must be named as a third party beneficiary in all subcontracts.

A list of all subcontractors proposed to take part in the performance of the contract must be provided to the City of Evansville for approval prior to contract execution. This request may require that sufficient financial or background information pertaining to included subcontractors be provided.

The City of Evansville reserves the right to limit and/or reject any and all subcontractors.

### **6. MINORITY AND WOMEN BUSINESS ENTERPRISE UTILIZATION**

The City of Evansville formally adopted a Minority and Women Business Utilization Plan illustrating a commitment to achieving significant utilization of Minority and Women Business Enterprises (M/WBE) in the community's purchasing efforts. Goals have been established to provide an atmosphere of equal opportunity for all Vendors and to prohibit discrimination in all aspects of the public operations including the purchasing of products, services, and public works contracts. (See City of Evansville Municipal Code 3.90.110-180)

## **7. E-VERIFY PROGRAM**

Pursuant to Indiana Code 22-5-1.7-11 (b)(2) the Contractor shall provide documentation that it has enrolled and is participating in the E-Verify Program (see Indiana Legal Employment Declaration form). Contractor is required to submit proof from the E-Verify Program that it is currently enrolled in the Program. An example of confirmation is the confirmation e-mail received from E-Verify that the Contractor has successfully enrolled in E-Verify.

## **8. TAXES**

The City of Evansville is exempt from federal, state, and local taxes and will not be responsible for any such taxes in connection with the award or performance of this contract.

## **9. LICENSES AND PERMITS**

The successful Vendor or Vendors shall furnish the City of Evansville upon request any and all documentation regarding licenses, permits, certifications and/or registrations required by the laws and regulations of the City of Evansville, Vanderburgh County, the State of Indiana and the United States of America.

The Provider certifies that it is now and will remain in good standing with the aforementioned governmental agencies and that it will maintains its licenses, permits, certifications and/or registrations in force during the term of the contract/agreement with the City of Evansville, Vanderburgh County, Indiana.

## **10. CHOICE OF LAW AND VENUE**

Any and all actions or proceedings arising out of, or related to, this bid and any resulting contract shall be governed by and construed in accordance with the laws of the State of Indiana. Submission of this bid by Vendor constitutes consent and stipulation to jurisdiction and venue in the courts of Vanderburgh County, Indiana, concerning all litigation and proceedings arising out of or related to this bid and any resulting contract.

## **11. CONTRACTOR'S ACKNOWLEDGMENT**

The Contractor shall comply with the provisions as set forth in Indiana Code § 5-16-13, et al. as required by Indiana Code § 5-16-13-7. Additionally, Contractor shall execute the attached "Contractor's Acknowledgement" and return to Owner prior to the commencement of any Work.

## SPECIFICATIONS A

### **Specifications for replacing the Hartke Pool Storm Damage Repairs to Bathhouse located at 201 N. Boeke Rd., Evansville, Indiana.**

#### **1. LENGTH OF CONTRACT**

The Contract shall be awarded by action of The Board of Park Commissioners.

The Board of Park Commissioners shall furnish the Bidder receiving award with a notice of award and three signed copies of the contract. The Contractor shall sign all three copies, returning two to the Board of Park Commissioners along with the required Proof of Insurance. The Contractor shall have Ten (10) Calendar Days from the notice of award to submit all required documents to execute this contract. If all requirements are not met within the specified time period, the Contractor's Bid Bond accompanying this bid, and the proceeds thereof, shall be paid into the general fund of the City of Evansville, unless a mutual resolution is met by both parties due to an unforeseen incident involving this bid. When all these requirements have been met, Parks & Recreation may issue the Contractor a notice to proceed. The Contractor shall commence work within ten (10) days after issuance of the notice to proceed.

The Contractor shall be required to guarantee the improvements for a period of three (3) years from the date of final acceptance against all defects in materials and workmanship and shall agree that during the guarantee period specified they will, at own expense, make all repairs which may become necessary.

In case repairs become necessary, the Owner shall give written notice to the Contractor to make the repairs. In case of failure of the Contractor to commence the repairs within ten (10) days after notice, the Owner may cause the repairs to be made, and may thereupon recover the reasonable cost of the repairs so made from the Contractor, together with the cost of the supervision and inspection thereof.

The Owner shall have sixty (60) days after the expiration of the guarantee period in which to notify the Contractor of any repairs necessary on the date of expiration.

#### **2. SCOPE OF SERVICES**

The Contractor will furnish completed work **to Hartke Pool Storm Damage Repairs to Bathhouse** in accordance with the terms and conditions set forth in the contract.

The contractor must comply with all rules, regulations and laws of the Board of Park Commissioners, City of Evansville, Vanderburgh County and the State of Indiana.

These specifications are intended to provide for the replacement and repairs on the **Hartke Pool Storm Damage Repairs to Bathhouse**.

The Contractor shall install items that conform to the best-known engineering standards of the trade, relative to design, strength, quality, and workmanship.

Any reference made to any manufacturer or brand name is not to be construed as a limiting factor in the bid, but is meant to show the minimum scope and quality of the product to be quoted. Contractor can submit approved equals for items that vary from those requested.

Note – If the project cost exceeds budget, project may be awarded by individual location(s) or rejected in total.

- A. The Contractor is to provide to the City of Evansville a copy of its “Random Drug Testing Program and Contractor’s Licenses” as provided for in Chapter 3.95 of the City of Evansville Municipal Code if the quote is \$10,000 or more or if under \$10,000 the contractor is to provide the City of Evansville a copy of its “Contractor’s Licenses and Random Drug Testing Program” which is to include at a minimum random drug testing of at least the five (5) drug panel tests as provided for in Chapter 3.95 (a copy of which is attached) in Title 3 of the City of Evansville Municipal Code at the time of the quote.
- B. A coverage limit of not less than General Aggregate: \$5,000,000, Products & Completed Operations Aggregate, Not Less Than \$5,000,000; Personal & Advertising Injury, Not Less Than \$1,000,000; Each Occurrence Not Less Than \$750,000; Fire Damage (Any one fire) Not less Than \$50,000; Medical Expense (Any one person), Not Less Than \$5,000.

The evidence of insurance coverage shall be endorsed and provided to City of Evansville, prior to start of the project showing City of Evansville as additional insured.

Other insurance requirements are listed in Section XI under “Scope of Services.”

- C. **Notice to Proceed & Schedule of Work:** All work is to be completed no later than May 15, 2023. Contractor shall notify Scott Fankhouser, Maintenance Superintendent for Parks at 812-568-9506, prior to commencing work and shall keep Mr. Fankhouser abreast with work schedule and location of work pertaining to this project.

**NOTE:** If work is not completed in the time schedule set above, a \$100 per day penalty in liquidated damages will be assessed against the Contractor for each day work does not meet the guideline as specified unless a mutual resolution is met by both parties due to an unforeseen incident involving this bid.

- D. **Final Inspection & Invoicing:** Upon completion of the work, Contractor shall request Scott Fankhouser, Maintenance Superintendent with Parks 812-568-9506, to schedule an inspection. After inspection, a list of items needing additional work or correction will be provided to the Contractor. Upon completion of these items, the Contractor shall request another inspection. This process will be repeated until all work is deemed acceptable to the City. The last inspection shall constitute the final inspection and acceptance of the work by the City (the “Final Inspection”). Until the Final Inspection, no part of the work will be accepted. Only upon Final Inspection may the Contractor submit an invoice for the contract amount as modified by any written change orders.
- E. **Responsibility of Damage:** Pavement, sidewalks, vehicles, yard ruts, office equipment, building structure including walls, traffic signal equipment, traffic signs, pedestrians, vehicular, other traffic, etc. shall be protected against damage or disfigurement from material or equipment used in the removal and/or installation of the equipment. Contractor shall be responsible for all damages accordingly. Contractor shall be responsible to keep working area clean of debris.

**Scope of Services for Hartke Pool Storm Damage Repairs to Bathhouse**

**I. LOCATION OF WORK**

- A. Hartke Pool Storm Damage Repairs to Bathhouse, 201 N. Boeke Rd., Evansville IN 47711

## II. Repair & Replacement for Storm Damage to Hartke Pool Bathhouse

See attached specifications.

## III. TRAFFIC CONTROL

A. Contractor will be responsible for any needed traffic control (vehicular and/or pedestrian) during construction.

## IV. WARRANTY

A. General Warranty: The special warranty specified in this section shall not deprive the Owner of other rights the Owner may have under provisions of the contract documents and shall be in addition to, and run concurrent with, other warranties made by the Contractor under requirements of the contract documents.

B. Labor Warranty Period: three (3) years from date of acceptance by the Owner.

C. Manufacturer Material Warranty Period: fifteen (15) years from date of acceptance by the Owner.

## V. SUPERVISION AND INSPECTION

Scott Fankhouser or that person designated will maintain a continuing inspection to determine if Contractor is complying with all provisions of the contract.

This inspection will include but will not be limited to the quality of service rendered and the regularity of that service and non-discrimination policies of the Contractor with relation to their employees and service to the public.

The Contractor and their employees will be required to adhere to the rules and regulations of the Parks & Recreation department and to cooperate with Mr. Fankhouser in meeting the demands of the public.

## VI. QUALIFICATIONS

### A. Minimum Qualifications

1. Contractor and their employees must present themselves in a professional manner at all times.
2. The use of alcohol or illegal drugs will not be tolerated.

### B. Statement of Experience

1. Contractor must submit three (3) local letters of references.
2. Contractor must submit list of manpower to be utilized.
3. Contractor must submit length business has been in existence doing this type of work.

### C. Non-Compliance

1. The Contractor also agrees that should the Contractor fail to comply with the terms of the contract, Contractor will be given four (4) days to bring in such non-compliance to compliance. If Contractor fails to correct such non-compliance, the City may do one or more of the following:
  - a. Terminate the contract and pay the Contractor only to the date of termination less any amounts owed to the City by the Contractor.
  - b. Use its own workers or hire another contractor to remedy the breach and withhold from payments due the Contractor the cost of such corrective measures.

- c. Any other remedy allowed at law or equity.

**VII. INVOICE SUBMISSION**

- A. Submit an invoice upon approval of the work. The invoice will then be processed for payment.
- B. The invoice submitted for payment must include the following:
  - 1. Name of City of Evansville Parks & Recreation on invoice.
  - 2. All invoices must be itemized.
  - 3. Invoices must have an invoice number and not duplicate any others.

**VIII. CONTRACTOR'S INSURANCE**

- A. The Contractor shall not commence any Work under this Contract until he has obtained insurance of the types and in the amounts required by this Section, nor shall the Contractor allow any Subcontractor(s) to commence any Work on his Subcontract until all insurance required of the Subcontractor(s) has been obtained. The Contractor shall be responsible for verifying the acquisition and maintenance of said insurance by any Subcontractor(s) hired by the Contractor. The Contractor shall name the City of Evansville as an additional insured to all insurance contracts procured by the Contractor in accordance with this Section. All insurance procured by the Contractor is to be placed with insurers whom maintain a Best's rating of no less than A:VII. The Contractor shall be solely responsible for the payment of all premiums associated with any insurance required by Owner, and the Contractor shall be solely responsible for the payment of all deductibles to which such policies are subject, whether or not the Owner is an insured under the policy. The Contractor shall advise all Subcontractor(s) of the requirements set forth above.
- B. Commercial General Liability Insurance: The Contractor shall furnish and maintain, at the Contractor's expense during the life of the Contract, such Commercial General Liability Insurance as shall protect him, the Owner, as an additional insured, and any Subcontractor(s) performing Work under this Contract, from claims for damage for personal injury, occupational sickness or disease, including accidental death, as well as the claims for property damage, which may arise from operations under this Contract, whether such operations be by himself or by any Subcontractor(s), or by any one directly or indirectly employed by either of them. The amounts of such insurance shall be as required by law. The Owner shall have the right to reject the insurance carrier selected by the Contractor.
- C. No Work shall commence prior to the Owner receiving a certificate of insurance verifying the coverages to be provided as defined herein. In the absence of regulations, the amounts of coverage shall be as follows:
  - General Aggregate: Not Less Than \$2,000,000
  - Products & Completed Not Less Than \$2,000,000
  - Operations Aggregate: Not Less Than \$2,000,000
  - Personal & Advertising Injury: Not Less Than \$1,000,000
  - Each Occurrence: Not Less Than \$1,000,000
  - Fire Damage (Any one fire): Not less Than \$ 300,000
  - Medical Expense (Any one person): Not Less Than \$5,000
- D. Worker's Compensation Insurance: The Contractor shall furnish certificates from the Worker's Compensation Board of Indiana, or its successor, that he is fully covered by Worker's Compensation and Occupational Diseases

insurance, on all Employees on the Project. The Contractor shall maintain said coverage for the life of the Contract. The same requirements pertain to any Subcontractor(s). The Contractor shall be responsible for verifying that all Subcontractor(s) have Workmen's Compensation and Occupational Insurance Coverage. No Work shall commence prior to the Owner receiving a certificate of insurance verifying the coverages provided herein.

- E. Automobile Liability: The Contractor shall furnish and maintain, at his expense during the life of the Contract, automobile liability insurance, covering claims for damages because of bodily injury, death or property damage arising from the use of all motor vehicles engaged in operating within the terms of this Contract. The amounts of such combined single limit coverage shall be not less than (\$ 1,000,000) for any one occurrence, including hired and non-owned vehicles. All Subcontractor(s) of the Contractor shall have similar automobile liability insurance. The Contractor shall be responsible for verifying that all Subcontractor(s) have said automobile liability insurance. Coverage 1 shall apply. No Work shall commence prior to the Owner receiving a certificate of insurance verifying the coverage provided herein.
- F. Special Hazards: Special Hazards, as determined by the Owner, shall be covered by rider or riders in amounts to be agreed upon, to the Liability Insurance policy or policies required to be furnished by the Contractor, and all Subcontractor(s) employed by the Contractor, or by separate policies of insurance in the amounts as defined in the Special Conditions of the Contract Documents. All such special Hazards insurance coverage shall have the Owner as an additional insured. No Work requiring special hazard coverage shall commence until the Owner has received a certificate of insurance verifying the coverage required herein.
- G. Builder's Risk Insurance: The Contractor, and all Subcontractor(s) employed by the Contractor, shall maintain Builder's Risk Insurance, "all risk" coverage, on the Project for the benefit of the Owner. The Contractor shall be responsible for verifying that all Subcontractor(s) have the required Builder's Risk Insurance coverage. However, this provision shall not release the Contractor from his obligation to complete the Project, and the Contractor and his Surety shall be obligated to full performance of the Contract.
- H. Subcontractor(s) Insurance: The Contractor shall require all Subcontractor(s) to secure and maintain in force during the term of this Contract, all such insurance coverages defined above. The Contractor shall verify the existence of all said insurance policies and coverages. No Work by a Subcontractor(s) shall commence prior to the Owner receiving a certificate of insurance verifying the coverage required herein.
- I. Other Provisions: Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the Owner, its officers, officials, employees and volunteers by the Contractor and Subcontractor(s). The Contractor's and Subcontractor's insurance shall apply separately to each insured against whom claim is made or suit is brought except with respect to the limits of the insurer's liability. The insurer shall agree to waive all rights of subrogation against the Owner, its officers, officials, employees and volunteers for losses arising from Work performed by the Contract for the Owner. The Contractor shall be responsible for notifying all insurance carriers of this contract provision and shall be liable to the Owner for any failure to so notify and advise any insurance carrier of this provision.

## **IX. DAMAGE TO PREMISES**

- A. If the property or contents is damaged in any way whatsoever by reason of any act or omission of the Contractor or its employees, the Contractor shall immediately repair at its own cost and expense the building, structure, wall, fence, equipment, etc., as damaged.
- B. Upon failure of the Contractor to make such repairs, the Board of Park Commissioners and/or the City of Evansville may repair such damage at the cost and expense of the Contractor and shall have the right to terminate the contract.

**X: PROOF OF INSURANCE**

- A. The Contractor shall furnish the Owner with satisfactory proof of coverage of the insurance required, in a reliable company or companies to be approved by the Owner, licensed to do business in the State of Indiana, before commencing any Work. Such proof shall consist of certificates executed by the respective insurance companies, filed with the Owner. The certificates of insurance shall show the name and address of the Company, expiration date or dates, and the policy number or numbers. The Owner reserves the right to require complete, certified copies of all required insurance policies at any time.
- B. Proof of insurance shall be maintained up to date, and failure to maintain adequate coverage and proof shall be deemed sufficient reason for cancellation of the Contract. All insurance shall provide that the policy shall not be canceled, terminated or modified unless thirty (30) days prior to such cancellation, termination or modification written notice is given to the Owner. No policy may be modified, terminated or canceled by the Contractor without the prior written approval of the Owner.

**XI: ADVERSARIAL PARTIES**

- A. Any party responding to a bid, Request for Proposal, or quote for any contract with the City of Evansville shall be required to disclose any current adversarial litigation, contract dispute, or other adversarial proceeding against the City of Evansville.
- B. Any such disclosure of current adversarial litigation, contract dispute or other adversarial proceeding against the City of Evansville shall be considered a factor in determining the qualification, responsiveness and responsibility of such party in responding to a bid, quote, or Request for Proposal; and the matter shall be referred to the City Law Department for investigation and recommendation to the Board prior to the award of any contract.
- C. The Board shall consider the report and recommendation of the City Law Department in determining the qualifications, responsiveness and responsibility of each such party in awarding any contract.

## Tabulation Pages

DATE: January 16, 2023

The Board of Park Commissioners / City of Evansville invite your bid for the following item:

### IFB-508-01-23

For

#### Parks & Recreation – Hartke Pool Storm Damage Repairs to Bathhouse

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To be opened at 12:00 pm (CDT) on Wednesday, **February 15, 2023** in Room 301 of the Civic Center Complex.

The undersigned proposes to furnish and deliver, in accordance with the requirements of the Instructions to Vendor's and the Specifications dated **January 16, 2023** prepared by Parks & Recreation.

Please be advised that any alterations, changes in bid format, etc., will make it difficult to evaluate bids and may lead to confusion. All items should be quoted in the units, quantities, and units of measurements specified. Do not submit alternate bid unless requested. The City of Evansville and the Board of Parks Commissioners shall reserve the right to reject any or all bids or any part thereof.

#### QUOTATIONS

1. All prices F.O.B. to City of Evansville, 47708. Yes\_\_\_ No \_\_\_

#### INDEMNIFICATION

Bidder will indemnify and hold harmless the City of Evansville and Vanderburgh County in accordance with the provisions contained herein? Yes\_\_\_ No \_\_\_

#### BIDDER QUALIFICATION AND EXPERIENCE

1. Bidder has included three (3) references? Yes\_\_\_ No \_\_\_

2. Bidder possesses necessary occupational license(s)? Yes\_\_\_ No \_\_\_

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**BID SHEET**

**[PLEASE MAKE THIS PAGE 1 OF YOUR SUBMISSION]**

1. **Hartke Pools Storm Damage Repairs to Bathhouse:**

\$ \_\_\_\_\_

**Written:** \_\_\_\_\_

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**Please tab this page for easy reference at time of bid opening.**

## **VENDOR'S CHECKLIST:**

In order to be accepted as a valid bid, the following items **MUST** be included with your bid, along with any other information requested in the specifications.

- |   |                     |       |
|---|---------------------|-------|
| <b>1. Tabulation Page</b>   | <b>(B-1 to B-2)</b> | _____ |
| <b>2. Vendor Checklist</b>  | <b>(C-1)</b>        | _____ |
| <b>3. Non-Collusion Affidavit</b>   | <b>(D-1)</b>        | _____ |
| <b>4. Equal Employment Opportunity Statement</b>  | <b>(F-1)</b>        | _____ |
| <b>5. Indiana Legal Employment Declaration/E-Verify</b>   | <b>(G-1)</b>        | _____ |
| <b>6. Conflict of Interest Disclosure</b>   | <b>(H-1)</b>        | _____ |
| <b>7. Contractors Bid for Public Work – Form</b>  | <b>(I-1 to I-7)</b> | _____ |
| <b>8. Responsible Bidder certification</b><br><i>(See General Requirements, Item F)</i>   |                     | _____ |
| <b>9. MBE/WBE Supplement Forms</b>  |                     | _____ |
| <b>10. Minimum Qualifications</b><br><i>(See Specifications A Paragraph 9. Qualifications, Section A. Minimum Qualifications)</i> |                     | _____ |
| <b>11. Statement of Experience</b><br><i>(See Specifications A Paragraph 9 Section B. Statement of Experience)</i>                |                     | _____ |
| <b>12. List of References</b><br><i>(See Form 96 Section1 Part 2 (Page I-3))</i>  |                     | _____ |
| <b>13. Bid Bond</b>   |                     | _____ |
| <b>14. Contractor's Acknowledgment</b>  |                     | _____ |

**NON-COLLUSION AFFIDAVIT**

The undersigned bidder or agent, being duly sworn on oath, says that they have not, nor has any other member, representative, or agent of the firm, company, corporation or partnership represented by them, entered into any combination, collusion or agreement with any person relative to the price to be quote by anyone at such letting nor to prevent any person from quoting nor to induce anyone to refrain from quoting, and that this quote is made without reference to any other quote and without an agreement, understanding or combination with any other person in reference to such quoting. Bidder further says that no person or persons, firms, or corporation has, has or will receive directly or indirectly, any rebate, fee, gift, commission or thing of value on account of such sale.

\_\_\_\_\_  
**AUTHORIZED SIGNATURE**

\_\_\_\_\_  
**DATE**

\_\_\_\_\_  
**NAME & TITLE (PLEASE PRINT)**

\_\_\_\_\_  
**TELEPHONE**

\_\_\_\_\_  
**COMPANY NAME**

\_\_\_\_\_  
**FAX**

\_\_\_\_\_  
**ADDRESS (STREET)**

\_\_\_\_\_  
**CITY, STATE, ZIP CODE**

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 2021.

My Commission Expires: \_\_\_\_\_

\_\_\_\_\_  
**Notary Public**

County of Residence: \_\_\_\_\_

**CONTRACTOR'S STATEMENT ON SUB-CONTRACTORS**

1. There are NO sub-Contractors associated with this proposal.

Authorized Signee: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: Date: \_\_\_\_\_

For (Company): \_\_\_\_\_

OR

2. Listed below are sub-Contractors associated with this proposal. Additional sheets are attached as required. I \_\_\_\_\_ have also attached appropriate Disadvantage Business Certifications.

Name of Company: \_\_\_\_\_

Address: \_\_\_\_\_

Contact Person: \_\_\_\_\_

Telephone #: \_\_\_\_\_

E-mail: \_\_\_\_\_

Name of Company: \_\_\_\_\_

Address: \_\_\_\_\_

Contact Person: \_\_\_\_\_

Telephone #: \_\_\_\_\_

E-mail: \_\_\_\_\_

## **EQUAL EMPLOYMENT OPPORTUNITY**

During the performance of the contract, the Contractor agrees as follows:

1. The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin political affiliation or belief, age or disability. The Contractor will take affirmative action to insure that applicants are employed, and that employees are treated during employment, without regard to race, color, religion, sex, national origin, political affiliation or belief, age, or disability. Such action shall include but not be limited to the following: employment, upgrading, demotion, or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notice setting forth the provisions of the nondiscrimination clause.

2. The Contractor agrees that all services, facilities, activities and programs provided as part of the contract will meet the requirements of the American's with Disabilities Act and the rules and regulations promulgated thereunder.

3. The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor; state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, national origin, political affiliation or belief, age or disability.

4. The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice, to be provided, advertising, the labor union or workers' representative of the Contractor's commitments under the Equal Employment Opportunity Section of the contract, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

5. In the event of the Contractor's noncompliance with the nondiscrimination clauses of the contract or with any of such rules, regulations, or orders, this contract may be cancelled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further City/County contract.

\_\_\_\_\_  
Vendor Representative (Please Print)

\_\_\_\_\_  
Signed

\_\_\_\_\_  
Vendor Name

\_\_\_\_\_  
Telephone

\_\_\_\_\_  
Vendor Address

\_\_\_\_\_  
Date

## INDIANA LEGAL EMPLOYMENT DECLARATION

The State of Indiana has enacted a law (I.C. 22-5-1.7) requiring all state agencies and political subdivisions request verification from their contractors that their employees are legally eligible to work in the United States. This Declaration serves as notice that all Contractors doing business with the City of Evansville must, as a term of their contract:

1. Enroll in and verify the work eligibility status of newly hired employees of the contractor through the E-Verify programs (but is not required to do this if the E-Verify program no longer exists); and
2. Verify, by signature below, that the Contractor does not knowingly employ unauthorized aliens.

I, \_\_\_\_\_, a duly authorized agent of \_\_\_\_\_ (name of Company), declare under penalties of perjury that \_\_\_\_\_ (name of Company) does not employ unauthorized aliens to the best of its knowledge and belief.

\_\_\_\_\_

(Name of Company)

By: \_\_\_\_\_

(Authorized Representative of Company)

Subscribed and sworn to before me on this \_\_\_\_\_ day of \_\_\_\_\_, 2021.

My Commission Expires: \_\_\_\_\_

County of Residence: \_\_\_\_\_

\_\_\_\_\_

Notary Public – Signature

\_\_\_\_\_

Notary Public – Printed Name

**For instructions and electronic registration for E-verify, please see:**

<https://e-verify.uscis.gov/enroll/StartPage.aspx?JS=YES>

# CONFLICT OF INTEREST / FAMILIAL DISCLOSURE FORM

Project: \_\_\_\_\_

**ALL BIDDERS** must complete this Conflict of Interest Familial Disclosure Form and must attach the completed form to the bid.

As the bidder, I affirm that no principal, representative, agent, employee, contractor or potential subcontractors, or other acting on behalf of or legally capable of acting on the behalf of the bidder (a "Bidder Party"), is currently an employee of the City of Evansville ("City"), any City department or a member of any City Board or Council; nor will any such person connected to the bidder be privy to any City information which may constitute a conflict of interest; or, if such a conflict or relationship does exist, I have disclosed the nature of the relationship or conflict below.

By the attached sworn and notarized statement we are disclosing the following familial relationship(s) that exists between a Bidder Party and any employee or member of any City Department or board.

As the bidder, I understand that completing this form and self-disclosing potential conflicts of interest does not necessarily disqualify a bidder, but aids in identifying conflicts of interests which must be addressed pursuant to I.C. 35-44.1-1 et al. Further, the City will insure that any individuals identified with a potential conflict will not be allowed to participate in the scoring or evaluation of the bid packages, to insure the integrity of the bid process.

The following is a list of individuals who may pose a potential conflict of interest as described above. Please provide the name, relationship with the City and the nature of the potential conflict, or if applicable: "NONE" :

\_\_\_\_\_

Signature(s): \_\_\_\_\_ Title: \_\_\_\_\_

Vendor/Bidder: \_\_\_\_\_

STATE OF \_\_\_\_\_ )

) SS:

COUNTY OF \_\_\_\_\_ )

**BEFORE ME**, a Notary Public in and for said County and State, personally appeared \_\_\_\_\_,

\_\_\_\_\_ of \_\_\_\_\_, who having been duly sworn, acknowledged and affirmed that they did sign said instrument as such officer or authorized agent for and on behalf of \_\_\_\_\_, and by authority granted by such entity, that the same is their free act and deed and the free act and deed of said entity.

**WITNESS** my hand and notarial seal this \_\_\_\_ day of \_\_\_\_\_, 2021.

My commission expires:

\_\_\_\_\_

\_\_\_\_\_

Notary Public

My County of residence is:

\_\_\_\_\_ County, State of \_\_\_\_\_

\_\_\_\_\_

Printed Name of Notary Public



## CONTRACTOR'S BID FOR PUBLIC WORK - FORM 96

State Form 52414 (R2 / 2-13) / Form 96  
(Revised 2013) Prescribed by State Board  
of Accounts

### PART 1

(To be completed for all bids. Please type or print)

Date (month, day, year): \_\_\_\_\_

1.

Governmental Unit (Owner): City of Evansville, Indiana, by and through its Board of Park Commissioners

County: Vanderburgh County, Indiana

Bidder (Firm): \_\_\_\_\_

Address: \_\_\_\_\_

City/State/ZIP code: \_\_\_\_\_

Telephone Number: \_\_\_\_\_

Agent of Bidder (if applicable): \_\_\_\_\_ Pursuant to notices given, the undersigned offers to furnish labor and/or material necessary to complete the public works project of City of Evansville, Indiana, by and through its Board of Park Commissioners, in accordance with plans and specifications prepared by Metropolitan Evansville Transit System and dated for the sum of

\_\_\_\_\_ \$ \_\_\_\_\_

The undersigned further agrees to furnish a bond or certified check with this bid for an amount specified in the notice of the letting. If alternative bids apply, the undersigned submits a proposal for each in accordance with the notice. Any addendums attached will be specifically referenced at the applicable page.

If additional units of material included in the contract are needed, the cost of units must be the same as that shown in the original contract if accepted by the governmental unit. If the bid is to be awarded on a unit basis, the itemization of the units shall be shown on a separate attachment.

The contractor and his subcontractors, if any, shall not discriminate against or intimidate any employee, or applicant for employment, to be employed in the performance of this contract, with respect to any matter directly or indirectly related to employment because of race, religion, color, sex, national origin or ancestry. Breach of this covenant may be regarded as a material breach of the contract.

**CERTIFICATION OF USE OF UNITED STATES STEEL PRODUCTS**

*(If applicable)*

I, the undersigned bidder or agent as a contractor on a public works project, understand my statutory obligation to use steel products made in the United States (I C 5-16-8-2). I hereby certify that I and all subcontractors employed by me for this project will use U.S. steel products on this project if awarded. I understand that violations hereunder may result in forfeiture of contractual payments.

\_\_\_\_\_  
Name of Contractor

\_\_\_\_\_  
*Signature*

\_\_\_\_\_  
Printed Name/Title

**PART II**  
**(For projects of \$150,000 or more — IC 36-1-124)**

Governmental Unit: City of Evansville, Indiana, by and through its Board of Park Commissioners

Bidder (Firm) \_\_\_\_\_

Date (month, day, year): \_\_\_\_\_

These statements to be submitted under oath by each bidder with and as a part of his bid. Attach additional pages for each section as needed.

**SECTION I EXPERIENCE QUESTIONNAIRE**

1. What public works projects has your organization completed for the period of one (1) year prior to the date of the current bid?

Contract Amount	Class of Work	Completion Date	Name and Address of Owner

2. What public works projects are now in process of construction by your organization?

Contract Amount	Class of Work	Completion Date	Name and Address of Owner

3. Have you ever failed to complete any work awarded to you? \_\_\_\_\_ If so, where and why?

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4. List references from private firms for which you have performed work.

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**SECTION II PLAN AND EQUIPMENT QUESTIONNAIRE**

1. Explain your plan or layout for performing proposed work. (Examples could include a narrative of when you could begin work, complete the project, number of workers, etc. and any other information which you believe would enable the governmental unit to consider your bid.)

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2. Please list the names and addresses of all subcontractors (i.e. persons or firms outside your own firm who have performed part of the work) that you have used on public works projects during the past five (5) years along with a brief description of the work done by each subcontractor.

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3. If you intend to sublet any portion of the work, state the name and address of each subcontractor, equipment to be used by the subcontractor, and whether you will require a bond. However, if you are unable to currently provide a listing, please understand a listing must be provided prior to contract approval. Until the completion of the proposed project, you are under a continuing obligation to immediately notify the governmental unit in the event that you subsequently determine that you will use a subcontractor on the proposed project.

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4. What equipment do you have available to use for the proposed project? Any equipment to be used by subcontractors may also be required to be listed by the governmental unit.

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5. Have you entered into contracts or received offers for all materials which substantiate the prices used in preparing your proposal? If not, please explain the rationale used which would corroborate the prices listed.

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**SECTION III CONTRACTOR'S FINANCIAL STATEMENT**

Attachment of bidder's financial statement is mandatory. Any bid submitted without said financial statement as required by statute shall thereby be rendered invalid. The financial statement provided hereunder to the governing body awarding the contract must be specific enough in detail so that said governing body can make a proper determination of the bidder's capability for completing the project if awarded.

The undersigned bidder or agent, being duly sworn on oath, says that he has not, nor has any other member, representative, or agent of the firm, company, corporation or partnership represented by him, entered into any combination, collusion or agreement with any person relative to the price to be bid by anyone at such letting nor to prevent any person from bidding nor to include anyone to refrain from bidding, and that this bid is made without reference to any other bid and without any agreement, understanding or combination with any other person in reference to such bidding.

He further says that no person or persons, firms, or corporation has, have or will receive directly or indirectly, any rebate, fee, gift, commission or thing of value on account of such sale.



**BID OF**

\_\_\_\_\_  
(Contractor)

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
(Address)

FOR PUBLIC WORKS PROJECTS OF

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Filed \_\_\_\_\_, \_\_\_\_\_

Action taken

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

## **RANDOM DRUG TESTING POLICY**

Following are the requirements for required random drug testing programs as provided for in Chapter 3.95 of the Evansville Municipal Code.

The Contractor, and every Sub-Contractor doing construction work on the project, shall have a random drug testing program in place at the time of submission of his quote or bid which shall, at a minimum, meet the following qualifications and criteria:

- A. The Contractor shall maintain a random drug testing program, and the program shall be reduced to writing.
- B. The drug testing program shall contain at least a five (5) drug panel that tests for the following drugs: amphetamines, cocaine, opiates (92000 ng/ml), PCP, and THC.
- C. All the employees of the Contractor are subject to at least annual testing, and at least one-twelfth (1/12<sup>th</sup>) of 25% of the employer's total workforce shall be selected randomly each month for testing.
- D. The random drug testing program operated by the Contractor shall contain a progressive discipline component for employees who fail the drug test that meets at least the following minimum steps:
  - 1. The first positive test shall result in a thirty (30) day period of ineligibility for work, and upon returning to work, one (1) year of unannounced follow-up testing.
  - 2. A second positive test shall result in a ninety (90) day period of ineligibility for work, and upon returning to work, one (1) year of unannounced follow-up testing.
  - 3. A third positive test shall result in a one (1) year period of ineligibility for work, and upon returning to work, one (1) year of unannounced follow-up testing.
  - 4. Any subsequent positive test shall be treated the same as a third positive test.
  - 5. At the discretion of the employer, the discipline issued above may include more severe discipline including, but not limited to, dismissal of the employee.
- E. Evidence of the Contractor's drug testing policy shall be submitted with the bid. Failure to provide evidence of the Contractor's random drug testing policy or program shall result in a rejection of the bid. Submitting false information concerning compliance with the requirements of this chapter shall result in the rejection of the bid or cancellation of the Contract if an award has been made prior to determining the information is false by the Board, Commission, or Agency. In such event, the Contractor shall be paid only for the work done prior to cancellation of the Contract.
- F. This section shall be applicable only to construction contracts where the cost of the contract is more than Ten Thousand Dollars.

**CONTRACTOR'S ACKNOWLEDGMENT**

The undersigned Contractor certifies under the penalties of perjury, and in accordance with I.C. § 5-16-13 *et seq.* and I.C. § 22-5-1.7-11.1 *et seq.* as follows:

1. The Contractor has enrolled in and will verify the work eligibility status of all newly hired employees through the E-Verify program so long as the E-Verify program is in existence. The Contractor does not and shall not knowingly employ an unauthorized alien.
2. The Contractor shall receive a certificate from each subcontractor of any tier on the project that, at the time of certification, the subcontractor does not knowingly employ or contract with an unauthorized alien and has enrolled and is participating in the E-Verify program.
3. If the Agreement is for \$10,000 or more, Contractor has established an employee drug testing program in compliance with Evansville Municipal Code 3.95.020 and has attached hereto the written plan for the program or a copy of the relevant part of the collective state bargaining agreement providing for such program.
4. If the Agreement is for \$300,000 or more, Contractor has attached a current certificate of qualification issued by the State of Indiana under I.C. § 4-13.6-4 or I.C. § 8-23-10.
5. If the Agreement is for \$150,000 or more, Contractor shall provide a current certification as a Responsible Bidder in compliance with Evansville Municipal Code 3.95.040. This Code includes, among other requirements, evidence that the Contractor is in compliance with I.C. § 5-16-13-12 and its requirements pertaining to participation in apprenticeship and training programs applicable to the work to be performed on the public work project.
6. If the Agreement is for \$150,000 or more, Contractor shall provide required forms related to Minority and/or Women Business Enterprise (MBE/WBE) Utilization Program in compliance with Evansville Municipal Code 3.90 Article II.
7. The Contractor acknowledges that discrimination or intimidation of any employee hired for the performance of work under this Agreement, by Contractors and subcontractors, on account of race, religion, color, sex, national origin or ancestry is prohibited under I.C. § 5-16-6-1.

On behalf of Contractor, I hereby acknowledge and certify under the penalties of perjury that the foregoing statements are true and correct to the best of my knowledge and belief.

CONTRACTOR:

Date: \_\_\_\_\_

By: \_\_\_\_\_

\_\_\_\_\_  
(Printed Name and Title)

**SUPPLEMENT TO THE GENERAL CONDITIONS  
FOR MINORITY AND WOMEN BUSINESS ENTERPRISE PROGRAM**

**Minority Business Enterprise (MBE) and Women Business Enterprise (WBE) Goals**

It is a goal of the City of Evansville-Vanderburgh County (“Owner”) to promote the utilization of MBEs and WBEs during and as part of each contract for the purchase of goods, supplies, services and construction work, in an effort to meet or exceed the participation goals established in the MBE/WBE Utilization Plan of 12% participation of MBEs and 7% participation by WBEs.

Each bidder shall identify, as part of its bid the MBE and WBE businesses that would perform work should the bid be accepted, a description of the work which each subcontractor/supplier would perform and the dollar amount of the work which each would perform. The City’s Contract Compliance Officer, as part of the Plan, shall actively promote the meaningful participation of MBE and WBE businesses, in the performance of the work by contractors.

**PRE-CONSTRUCTION / BIDDING PHASE**

**Bidder Requirements:**

Before and during the pre-construction and bidding phases of the Project and subject to the public construction and public procurement laws applicable to the Project, bidders shall actively promote meaningful participation of MBEs and WBEs in the Project, requiring them to:

1. Provide written notice of contracting opportunities to known MBEs and WBEs in sufficient time to allow them to participate. Bidder’s must allow M/WBE’s no fewer than ten (10) business days to respond to bid notice;
  
2. Contact and/or follow-up with MBEs and WBEs interested in participation. Prime Contractors who are:
  - Challenged with sourcing MBE/WBE subcontractors,
  - Have MBE/WBE goal deficiencies, or
  - Have MBE/WBE participation barriers

are required to coordinate a meeting with the City of Evansville Contract Compliance Officer and/or the City/County Purchasing Department. The meeting purpose will consist of a discussion and potential recommendations of appropriate action steps to achieve the MBE/WBE goals. This meeting must take place at least three (3) business days prior to the final bid submission. All information reported by contractors will be verified for accuracy.

If a Purchasing Department Coordination meeting is not completed by the prime contractor, the contractor’s bid will be considered non-responsive and will not be accepted for final submission.

In addition, the Participation Evaluation Worksheet (Form A) included in the bid package is required to be submitted with each bid.

3. Consider unbundling Bid Packages into economically feasible units to facilitate MBE and WBE participation. Unit prices shall be given for supplies and equipment;
4. Provide adequate information about plans, specifications and/or other contracting requirements to facilitate MBE and WBE participation;
5. Confer in good faith with interested MBE/WBEs, including the making of reasonable determinations as to their qualifications;
6. Provide information to MBE/WBEs regarding bonding and insurance;
7. Submit a Copy of the Indiana Department of Administration (IDOA) Certification for each M/WBE listed in the Statement of Proposed M/WBE Utilization (Form B). Such certification must be in effect throughout the duration of the project;
8. Submit a Letter of Intent to Perform as a Subcontractor or Supplier (Form C) summarizing all subcontractor and supplier utilization, for each M/WBE subcontractor or supplier;
9. When the M/WBE program goal is not feasible because of the lack of availability of qualified minority or women business enterprises in a particular trade or field, Bidders shall submit in a sealed bid envelope a completed Application for Program Waiver (Form E), complete with full, verifiable documentation of bidder's efforts to locate and employ M/WBE for the project.

**City/County ("Owner") Requirements:**

Before and during the pre-construction and bidding phases of the Project and subject to the public construction and public procurement laws applicable to the Project, the Owner's Contract Compliance Officer shall actively promote meaningful participation of MBEs and WBEs in the Project, by requiring Bidders to:

1. Inform interested bidders of the Plan, including the MBE and WBE goals and procedures applicable to the Project;
2. Organize and conduct pre-bid meetings to inform MBEs and WBEs of contracting opportunities and encourage all potential bidders to attend such meetings;
3. Advertise with respect to contracting opportunities in general circulation, trade and minority-focused media;
4. Utilize the services of available minority organizations, contractor's groups, state and local offices, etc., that have knowledge of available MBE/WBEs or the means to locate such MBE/WBEs;

5. Evaluate for each bid package the extent of MBE/WBE participation by the apparent low bidder, whether the proposed entities have been appropriately certified as MBE/WBEs, whether the apparent low bidder achieved applicable goals for the Project and, if not, the extent of good faith efforts made by such bidder to encourage the utilization of MBE/WBEs and whether there are valid reasons for the bidder's inability to achieve the stated goals; and
6. Advise the City of Evansville awarding department/Board whether, in the Contract Compliance Officer's opinion, the apparent low bidder has achieved the stated MBE/WBE goals or demonstrated good faith efforts to achieve the goals and include this consideration in the overall recommendation as to whom the contract should be awarded.

### **CONSTRUCTION PHASE**

#### **Bidder Requirements:**

If applicable, during the construction phase of a project, the Bidder shall, among other things:

1. Provide Contractor's Monthly M/WBE Report (Form D) to the Owner and the City's Contract Compliance Officer, on at least a monthly basis, as to the MBE/WBE participation for each contractor on the project as a whole; and
2. Consider the impact of change orders on MBE/WBE utilization. M/WBE's work total dollar amount should be the same percentage as the Change Order, for the same work.
3. Submit copies of executed M/WBE subcontracts, purchase orders, requisitions, etc. to the Contract Compliance Officer.

#### **City/County ("Owner") Requirements:**

If applicable, during the construction phase of a project, the Contract Compliance Officer shall, among other things:

1. Obtain any additional documentation deemed necessary to demonstrate the good faith efforts of each contractor to achieve and maximize MBE/WBE participation goal levels;
2. Verify all submitted documents that each MBE/WBE as listed by each contractor is appropriately certified as either an MBE or WBE entity;
3. Determine the scope of work assigned to each MBE/WBE;
4. Calculate the percentage of participation for each MBE/WBE. Only where an exact amount to be contracted to M/WBE cannot be determined, the Bidder must indicate the minimum dollar amount that will be paid to the M/WBE firm (on the Letter of Intent Form C);
5. Determine the percentage of completion of MBE/WBE scope of work to date;

6. Evaluate the impact of change orders on MBE/WBE utilization. M/WBE's work total dollar amount should be the same percentage in the Change Order, for the same work;
7. Periodically, and at the specific request of the Owner, conduct reviews to verify:
  - The progress of payments made to MBE/WBEs and
  - Method of accounting for MBE/WBE participation

**NON-COMPLIANCE**

1. Failure to demonstrate good faith efforts to achieve the goal may constitute grounds for rejection of the bid.
2. The Owner may withhold payment on the Contract until satisfactory corrective measures are completed.
3. Bidders are advised that any contractor who knowingly or intentionally misrepresents the amount to be subcontracted to the M/WBE is in breach of contract and may suffer penalties pursuant to Indiana Code.





## STATEMENT OF PROPOSED M/WBE UTILIZATION (FORM B)

Bid Package \_\_\_\_\_

Will Bidder's firm be supplying all of the products/services to be purchased? Yes \_\_\_\_\_ No \_\_\_\_\_ OR In the case of a construction project will Bidder be doing all of the work with its own forces? Yes \_\_\_\_\_ No \_\_\_\_\_ If no, what percentage of work will Bidder self perform? \_\_\_\_\_

Is Bidder certified as a Minority/Women Business Enterprise (M/WBE)? Yes \_\_\_\_\_ No \_\_\_\_\_ If yes, which MBE \_\_\_\_\_ WBE \_\_\_\_\_

List below all proposed M/WBE Subcontractors and Suppliers to be used for the work. Total dollar amount and percentage must equal that on the Bid form. Clearly indicate in the Scope of Work column if the M/WBE will be a supplier only. Also, if M/WBE will contract with a Subcontractor or Bidder and not directly with the Bidder, indicate "Subcontractor of \_\_\_\_\_" or similar statement in the Scope of Work column. Use additional sheets if necessary.

M/WBE Company Name Address, Phone, Contact & Email	MBE or WBE	% of Bid	Dollar Amount	Scope of Work or Commodity to be Supplied	Base Bid Amount
		□			
		□			
		□			
		□			

Bidder's Company Name \_\_\_\_\_

Signature (of Corporate Officer) \_\_\_\_\_

Date \_\_\_\_\_

Name & Title (Print) \_\_\_\_\_

Total Dollar Amount \$ \_\_\_\_\_

Total MBE Participation \$ \_\_\_\_\_

Total WBE Participation \$ \_\_\_\_\_

Number of City / County Ordinance \_\_\_\_\_



**LETTER OF INTENT TO PERFORM AS  
A SUBCONTRACTOR OR SUPPLIER  
(FORM C)**

Bid Package \_\_\_\_\_

I, \_\_\_\_\_, (Company Name of Bidder or Sub-Bidder) have entered into an agreement with the following Minority/Women-Owned Business Enterprise (M/WBE) to do the work indicated below. I agree that, if awarded a Contract by the Owner or a Subcontract by the Bidder for the referenced Bid Package, a subcontract and/or purchase order will be executed with this firm and a copy of the agreement will be provided to the Owner.

Name and Address of M/WBE	MBE or WBE	Goods or Supplies to be Provided	Minimum Contract Amount

Amount to be subcontracted by M/WBE to other M/WBE firms \$ \_\_\_\_\_

Amount to be subcontracted by M/WBE to non-M/WBE firms \$ \_\_\_\_\_

Is M/WBE a Supplier only? Yes \_\_\_\_\_ No \_\_\_\_\_

I understand that I will not be allowed to substitute or change M/WBE Subcontractors or Suppliers without the express prior approval of the Owner. Such approval shall in no way relieve my obligations pursuant to the M/WBE requirements and goals specified in the Bidding Documents.

Under penalty of perjury I declare that I have read the foregoing and the facts stated are true.

\_\_\_\_\_  
Authorized Agent of Bidder or Sub-Bidder

\_\_\_\_\_  
Authorized Agent of M/WBE Subcontractor/Supplier

\_\_\_\_\_  
Printed Name and Title

\_\_\_\_\_  
Printed Name & Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

\_\_\_\_\_  
Phone Number, Fax Number & E-Mail

\*\*\*\*\*

INSTRUCTIONS: All Letters of Intent are to be submitted by the Bidder with its Bid. A Letter of Intent is to be executed with all M/WBE Subcontractors and Suppliers listed by the Bidder on the Statement of Proposed M/WBE Utilization. Failure to submit this form with the Bid may result in the Bid being found to be non-responsive.



## M/WBE UTILIZATION REPORT

(Submit With All Payment Requests)

(FORM D)



<b>CONTRACTOR NAME:</b> _____ <b>CONTACT NAME:</b> _____ <b>CONTACT EMAIL:</b> _____ <b>PROJECT NAME:</b> _____ <b>PURCHASE ORDER NO:</b> _____	<b>CONTRACT AMOUNT:</b> _____ <b>PAYMENT PERIOD:</b> _____ thru _____ <b>SUBCONTRACTORS:</b> \$ _____ <b>SUPPLIERS:</b> \$ _____ <b>AMOUNT PAID THIS PERIOD:</b> _____
---	--

PRIMARY CONTRACTOR		MBE (Y/N)	WBE (Y/N)	DESCRIPTION OF WORK	INVOICED THRU DATE	CONTRACTOR AMOUNT	AMOUNT PAID THIS PERIOD	AMOUNT PAID TO DATE	% PAID TO DATE	
						-	-		0.0%	
SUBCONTRACTORS / SUPPLIERS	SUB / SUP	*VEN (Y/N)	MBE (Y/N)	WBE (Y/N)	DESCRIPTION OF WORK	INVOICED THRU DATE	SUBCONTRACTOR AMOUNT	AMOUNT PAID THIS PERIOD	AMOUNT PAID TO DATE	% PAID TO DATE
	Please Select									0.0%
	Please Select									0.0%
	Please Select									0.0%
	Please Select									0.0%
	Please Select									0.0%
	Please Select									0.0%
	Please Select									0.0%
	Please Select									0.0%
	Please Select									0.0%
	Please Select									0.0%
	Please Select									0.0%
	Please Select									0.0%
	Please Select									0.0%
	Please Select									0.0%
<b>Does the Contractor believe it will not achieve the stated participation goals?</b> (Yes / No)						<b>TOTALS</b>	-	-	-	0.0%

Does the Contractor believe it will not achieve the stated participation goals? (Yes / No)

If Yes, please provide details: \_\_\_\_\_

I hereby affirm, under the penalties of perjury, that the information provided with this report is true and accurate. I acknowledge that the owner, or its designees, may verify any of the information provided.

Verified By: \_\_\_\_\_

Name (Printed): \_\_\_\_\_

**\* All Subcontractors / Suppliers must register as a Vendor with the City of Evansville.**

MBE/WBE PARTICIPATION (based on Labor Costs)					
	Subcontract Amount	% of Contract	Amount Paid this Period	Amount Paid to Date	% Paid of Contract
<b>MBE</b>	-	0.0%	-	-	0.0%
<b>WBE</b>	-	0.0%	-	-	0.0%
<b>Totals:</b>	-	0.0%	-	-	0.0%

### MBE/WBE SUPPLEMENT

**MINORITY / WOMEN BUSINESS ENTERPRISE PARTICIPATION PLAN**

**APPLICATION FOR PROGRAM WAIVER  
(FORM E)**

Name of Project:

Department:

General Contractor Company Name: \_\_\_\_\_

Owner of Company: \_\_\_\_\_

Address(es) of Construction \_\_\_\_\_

This contract is subject to City of Evansville Municipal Code which encourages the utilization of local minority and women owned business enterprises. The contractor must demonstrate that a good faith effort was made to meet the MBE/WBE participation goals for this project. Should the contractor's efforts not produce the desired goal, this application for waiver must be completed and submitted with any other documentation of the good faith effort.

Contractors should indicate the name of the minority-owned or women-owned firm(s) contacted regarding this project; the contact name and phone number at the firm(s); the method of contact, date attempted, and results of that contact. The  (Department) and/or  (Sub-recipient- if any) reserve the right to accept, verify or deny any application for waiver from the contract goal; and the right to verify all information submitted, pursuant to City of Evansville Municipal Code.

When indicating a reason(s) for not using the MBE/WBE listed please refer to the following:

1. The price for doing the work by the MBE/WBE was greater than the price of another subcontractor
2. MBE/WBE did not respond to request for prices
3. The MBE/WBE responding to the request were not able to do the work requested
4. Other (explain)

List of MBE/WBE subcontractors contacted, but NOT utilized on this project:

MBE/WBE	Contact	Date &	Type of Attempt	Result

If additional room is necessary, please attach a separate page.

\_\_\_\_\_  
**CONTRACTOR'S SIGNATURE**

\_\_\_\_\_  
**DATE**