



March 5, 2024

Minority and Women's Business Enterprise Division  
402 W Washington Street, Room 2469  
Indianapolis, IN 46204

Re: City of Indianapolis, Department of Public Works, **PROJECT SD-04-069 Holly Creek Regional Detention Basin**

Bid Date: March 28, 2024, 10:00am

To Whom It May Concern,

Morphey Construction, Inc. is bidding the project listed above as a prime contractor for the City of Indianapolis, Department of Public Works. We are inviting quotes from DBE Subcontractors and Supplier firms interested in working with us on this project.

All quotes are due on or before 5:00PM on March 27, 2024

Plans and Specifications are available for review at Repro Graphix e-Planroom

or at plans and specifications can be downloaded at the following Dropbox account.

<https://www.dropbox.com/scl/fo/994ywoi2539tgy7dlwlad/h?rlkey=vvnpi2i1i4bys8ji62dvxpal&dl=0>

Submissions and questions regarding this project should be directed to  
[bid.opportunities@morpheyconstruction.com](mailto:bid.opportunities@morpheyconstruction.com)

Sincerely,

Morphey Construction, Inc.

**PROPOSAL PACKAGE**  
**FOR**  
**DEPARTMENT OF PUBLIC WORKS**  
**PROJECT SD-04-069 Holly Creek Regional Detention Basin**



*The City of Indianapolis has modified its bid packets for public works projects effective March 10, 2009. Significant changes have been made to the MBE/WBE Participation Requirements to include Veterans Business Enterprise (VBE) and Disability-Owned Business Enterprise (DOBE) participation requirements for certain bids. These changes are outlined in Section 9 of the Instructions to Bidders and Part 6A of the bid proposal packet. If there are any questions regarding these changes, please contact the City's Office of Minority & Women Business Development at (317) 327-5262 or via email at OMWBD@indy.gov.*

*To view these changes, visit [www.indy.gov/purch](http://www.indy.gov/purch)*

*Vendors can review these new changes and also get a copy of the new waiver form at the following web site.*

<http://www.indy.gov/eGov/City//MBE-WBE-VBE/Pages/FormsandResources.aspx>

**BIDDER SHALL RETURN THIS  
ORIGINAL PROPOSAL PACKAGE AND ONE (1) COPY  
OF THE ENTIRE PROPOSAL PACKAGE WITH HIS BID**

**IF THERE ARE ANY QUESTIONS CONCERNING THE CONTRACT DOCUMENTS,  
PLEASE CONTACT Colin O'Sullivan AT (317) 327-2304**

<b><u>SUBJECT</u></b>	<b><u>PAGES</u></b>
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**NOTICE TO BIDDERS**  
**Consolidated City of Indianapolis**

Department: **Department of Public Works**  
**200 East Washington Street**  
**Indianapolis, Indiana 46204**

Project/Work: **SD-04-069 HOLLY CREEK REGIONAL DETENTION BASIN**

Notice is hereby given that the Purchasing Division of Indianapolis and Marion County will receive sealed bids for the above described "Project/Work" at Room **1522** of the City-County Building, Indianapolis, Indiana, until 9:30 a.m. prevailing local time, and from 9:31 a.m. to 10:00 a.m. in Room **1560**, on **March 28, 2024** and commencing as soon as practicable thereafter on the same date such bids will be publicly opened.

A Bid Bond or certified check in an amount not less than five percent (5%) of the amount bid must be submitted with each Bid. A one hundred percent (100%) Performance and Payment Bond will also be required of the successful Bidder.

The Work consists of, but is not necessarily limited to the following:

**Replace detention basin's outlet structure and the downstream culvert and remove the manufactured stormwater quality BMP at the upstream end of the basin.**

Contract Documents for the Project/Work have been assembled into one or more bound Project Manuals which, together with Drawings, may be examined at <http://www.indygovplans.org> or at the following locations:

City of Indianapolis  
Purchasing Department  
200 East Washington Street  
Suite 1522, City-County Building  
Indianapolis, Indiana 46204

Repro Graphix  
437 North Illinois Street  
Indianapolis, Indiana 46204

Copies of such Drawings and Project Manuals will be available for pick-up or delivery through the online planroom operated by Repro Graphix at <http://www.indygovplans.org>. Planroom registration is free. The plan charge will be listed on the online planroom. Payment may be made by check, credit card, or cash. NO DEPOSITS ACCEPTED. Make checks payable to Repro Graphix. All payments and costs of Contract Documents and related supplemental materials are non-refundable. **BID PACKAGES WILL NOT BE AVAILABLE FOR SALE IN THE PURCHASING DIVISION OFFICE OR THE DEPARTMENT OF PUBLIC WORKS.**

Bidders shall assure that they have obtained complete sets of drawings and Contract Documents and shall assume the risk of any errors or omissions in Bids prepared in reliance on incomplete sets of drawings and Contract Documents.

GEN 03/22

This Work will be funded by the City of Indianapolis. The participation goal for Minority Business Enterprise (MBE) for this contract is fifteen percent (15%). The participation goal for Women Business Enterprise (WBE) for this contract is eight percent (8%). The participation goal for Veteran Business Enterprise (VBE) is three percent (3%). The participation goal for Disability-owned Business Enterprise (DOBE) is one percent (1%).

A pre-bid conference for discussion of the Work, the bidding requirements and other important matters pertaining to MBE/WBE/VBE/DOBE contracting opportunities will be held on **March 12, 2024 at 11:00 A.M. local time in Room 361 (Computer Lab Training Room) located at 200 East Washington Street, Indianapolis, Indiana 46204**. All prospective Bidders are strongly urged to attend the pre-bid conference to learn about other efforts to meet MBE/WBE/VBE/DOBE goals.

All Bidders will be subject to the MBE/WBE/VBE/DOBE Business Utilization Plan ("Utilization Plan"), of the City of Indianapolis. In evaluating a Bidder's responsibility, the City will consider the Bidder's Affirmative Action plan.

For accommodations needed by persons with disabilities to attend the public bid opening meeting, please call 327-4900.

The City of Indianapolis reserves the right to reject any or all bids or to waive any informalities and to accept the bid which it deems most favorable to the interests of the City after all bids have been examined and canvassed.

Dave Condon  
Purchasing Administrator

**INSTRUCTIONS TO BIDDERS**  
**Consolidated City of Indianapolis**

Department (“Owner”): **Department of Public Works  
200 East Washington Street  
Indianapolis, Indiana 46204**

Project/Work: **SD-04-069 HOLLY CREEK REGIONAL DETENTION BASIN**

Owner’s Representative: **Christopher B. Burke Engineering LLC**

Engineer: **Commonwealth Engineers, Inc.**

**1. GENERAL**

- 1.1 Submission of a Bid shall constitute an unconditional agreement and acknowledgment by the Bidder to be bound by all terms and conditions set forth herein and in any of the documents assembled or referred to in the bound Project Manual of which these Instructions to Bidders are a part.
- 1.2 Sample forms are included in the Project Manual to acquaint Bidders with the form and provisions of various Bid Documents and other documentation required by the Contract Documents to be executed, completed and submitted by some or all Bidders, either as part of a Bid Submission or after the Bid Date. Such sample forms are not to be detached from the Project Manual, or filled out or executed. Separate copies of such forms and any other required documentation prescribed by the Contract Documents have been or will be furnished separately by the Owner and must be obtained directly from the City Purchasing Division.
- 1.3 Instructions and requirements printed on any sample form included in the Project Manual or any form not so included but required to be completed, signed or furnished by a Bidder as part of a Bid Submission or after receipt and opening of Bids shall be deemed requirements established by these Instructions to Bidders to the same extent as if fully restated herein.
- 1.4 By submitting bid the Bidder agrees the bid proposal and price(s) contained herein shall be valid for ninety (90) days from bid opening.

**2. DEFINITIONS**

The following definitions shall apply to these Instructions to Bidders (ITB):

- 2.1 Bidder - Any person or entity who submits a Bid.
- 2.2 Bid - A written proposal submitted by a Bidder as part of the form prescribed herein offering to perform and complete the Work and to fulfill all other requirements of the Contract Documents for one or more specified prices.
- 2.3 Bid Documents - All documents and completed forms required to be submitted by a Bidder with and as integral parts of a Bid Submission, whether or not included as sample forms assembled in the Project Manual of which these Instructions to Bidders are a part. Such Bid Documents are listed and more fully described in ITB Section 5.3 hereof.

- 2.4 Bid Date - The date when Bids are to be received, opened and publicly read aloud as established by the Notice to Bidders as may be modified by Addenda.
- 2.5 Bid Submission - All documents presented by a Bidder for receipt and opening on the Bid Date.
- 2.6 Contract Documents - The Agreement and any exhibits thereto, Addenda (which pertain to the Contract Documents), Instructions to Bidders, Advertisement, Notice to Bidders, Bidder's Bid (including documentation accompanying the Bid and any post-Bid documentation submitted prior to the Notice of Award), Notice to Proceed, the Bonds, the General Conditions, the Additional Requirements Section, any supplemental or special conditions, the Specifications and the Drawings, as the same are more specifically identified in the Agreement.
- 2.7 Disability-owned Business Enterprise (DOBE) – A business which is certified as a Disability-Owned Business Enterprise by the City of Indianapolis. Certifications are conducted pursuant to Chapter 49 Code of Federal Regulations, as amended, and the City Utilization Plan.
- 2.8 E-Verify Program - An electronic verification of work authorization program of the Illegal Immigration Reform and Immigration Responsibility Act of 1996 (P.L. 104-208), Division C, Title IV, s.403(a), as amended, operated by the United States Department of Homeland Security or successor work authorization program designated by the United States Department of Homeland Security or other federal agency authorized to verify the work authorization status of newly hired employees under the Immigration Reform and control Act of 1986 (P.L. 99-603).
- 2.9 Minority Business Enterprise (MBE) - A business which is certified as a Minority Business Enterprise by the City of Indianapolis. Certifications are conducted pursuant to Chapter 49 Code of Federal Regulations, as amended, and the City Utilization Plan.
- 2.10 Owner - The City of Indianapolis acting by and through the Department or other agency designated above.
- 2.11 Project Manual - The bound set of documents, sample forms, and Contract Documents (excluding plans and Addenda) approved by the Owner for the Work and/or Project described in the Notice to Bidders and of which these Instructions to Bidders are a part.
- 2.12 Veteran Business Enterprise (VBE) – A business which is certified as a Veteran Business Enterprise by the City of Indianapolis.
- 2.13 Women Business Enterprise (WBE) - A business which is certified as a Women Business Enterprise by the City of Indianapolis. Certifications are conducted pursuant to Chapter 49 Code of Federal Regulations, as amended, and the City Utilization Plan.

In all other respects, terms used herein shall have the meanings as stated in the General Conditions or other Contract Documents.

### **3. EXAMINATION OF SITE AND DOCUMENTS**

- 3.1 Before the Bid Date, all Bidders shall carefully and thoroughly examine and inspect the entire site of the proposed Work and adjacent premises and the various means of approach and access thereto by means of a site inspection visit, and make all necessary investigations to inform themselves thoroughly as to the facilities necessary for delivering, placing and operating the necessary

construction equipment, and for delivering and handling materials at the site, and shall inform themselves thoroughly as to any and all actual or potential difficulties, hindrances, delays and constraints involved in the commencement, prosecution and completion of the proposed Work in accordance with the requirements of the Contract Documents.

- 3.2 It shall be the sole responsibility of Bidders to make borings, test pits and to conduct such other investigations at or near the site of the proposed Work as they deem necessary to determine the character, location, and amount of materials to be encountered or other subsurface conditions which could affect the manner, cost or time required to perform the Work.
- 3.3 Bidders shall carefully and thoroughly examine the plans, specifications and other Contract and/or Project Manual Documents and shall assume the full risk of their own judgments as to the nature, quality and amount of the whole of the Work to be done, and for the price bid must assume all risk of any and all variances or errors in any computation or statement of amounts or quantities necessary to complete the Work in strict compliance with the Contract Documents.
- 3.4 Elevations of the existing ground surface or structures at the site of the Work as shown on the plans are believed to be reasonably correct, but are not guaranteed to be absolutely so and are presented only as an approximation. Bidders shall satisfy themselves as to the correctness of all elevations.
- 3.5 Information stated or depicted on plans concerning the location, dimensions, depth and other characteristics of underground structures and utilities is given only as general information and shall not be construed or relied upon by Bidders as a representation or assurance that such structures or utilities will be found or encountered as plotted, or that such information is complete or accurate. Bidders, therefore, shall satisfy themselves by such means as they may deem proper as to the location of all structures and utilities that may be encountered in construction of the Work and shall bear the risk of the number, type, location, dimensions and depth of all structures and utilities thus encountered.
- 3.6 The current edition of the City of Indianapolis Standard General Conditions for Construction Contracts, is incorporated by reference as part of this bid. Copies are available at <https://www.indy.gov/activity/public-works-specifications-and-manuals>.

#### **4. CLARIFICATIONS AND ADDENDA**

- 4.1 If a Bidder finds conflicts, errors, discrepancies or ambiguities in the Contract Documents or any sample form, or if the Bidder is in doubt as to the intended meaning of any portion or provision therein, the Bidder shall at once give written notice thereof to the Owner's Representative, at least seven (7) consecutive calendar days prior to the Bid Date. No Bidder shall be allowed any extra compensation or time extension by reason of any conflict, error, discrepancy or ambiguity of which the Bidder had actual knowledge or reasonably should have known and which he/she failed to report within the period and in the manner required by these Instructions to Bidders.
- 4.2 No material changes, clarifications or interpretations of the Contract Documents will be issued except by written or graphic Addenda mailed or delivered to record holders of Contract Documents not less than three (3) days prior to the Bid Date. All such Addenda must be acknowledged by the Bidder and will become a part of the Contract Documents. The Owner will not be responsible for or bound by any oral or written interpretations or clarifications of the Contract Documents which anyone presumes to make on its behalf, except by an Addendum issued in accordance with this Section.



## 5. BID SUBMISSION

- 5.1 All Bid Documents shall be placed within a sealed envelope which shall be plainly labeled on the outside with the name and address of the Bidder along with the RFB number, Project name and number (if applicable) and Due Date. If forwarded by mail, the sealed envelope must be enclosed in another envelope addressed to: City of Indianapolis, Purchasing Division, 200 E. Washington Street, Suite 1522, City-County Building; Indianapolis, Indiana 46204.
- 5.2 All Bid Documents as herein prescribed must be submitted with and as integral parts of each Bid Submission and shall be subject to all requirements of the Contract Documents, including drawings and these Instructions to Bidders. Bid Documents must be properly filled in and completed in every material respect and without interlineations, excisions, special conditions, qualifications or exceptions. Each Bid Document requiring a signature shall be signed by an individual duly authorized to execute such document on Bidder's behalf. A bid executed by a corporation, joint venture, or other entity with an assumed name shall have the legal and correct name thereof followed by the word "by" and the signature and title of the officer or other person authorized to sign for it.
- 5.3 The Bid Documents to be thus submitted by each Bidder shall consist of all of the following (5.3.1, 5.3.2, 5.3.3):
- .1 Bidder's Itemized Proposal and Declarations. A sample of this form is included in the Project Manual and must be utilized by all Bidders. Such document includes and consists of the following constituent "Parts":
    - "Part 1 - Bidder Information"
    - "Part 2 - Proposal (Bid)"
    - "Part 3 - Contract Items and Unit Prices"
    - "Part 4 - Contract Documents and Addenda"
    - "Part 5 - Exceptions"
    - "Part 6- MBE/WBE/VBE/DOBE Participation, including all forms required by the City of Indianapolis Office of Minority & Women Business Development"
    - "Part 7A- Nepotism Disclosure Form"
    - "Part 7- Additional Declarations, including certification required by IC 5-22-16.5"
    - "Part 8 – Legal Violations"
    - "Part 9 – Staffing Capabilities"
    - "Part 10 – Tax Deficiencies"
    - "Part 11 – Drug Testing"
    - "Part 12 - Non-Collusion Affidavit"
    - "Part 13 - E-Verify Affidavit"
    - "Part 14 - Signatures"
  - .2 Bid Security in the form of a Bid Bond or Certified Check in an amount not less than five percent (5%) of the bid price. Such Bid Security shall serve as security to insure the execution of the Agreement and the furnishing of other required documents by the successful Bidder, including Performance and Payment Bonds. A sample Bid Bond form is included in the Project Manual and such form, or such other form as may be approved in advance by Owner, shall be utilized if such a bond is furnished as Bid Security. A Bid Bond shall be executed by a surety company licensed to transact such business in the State of Indiana and qualified as a surety under the underwriting

limitations on the current list of “Surety Companies Acceptable on Federal Bonds” as published in the U.S. Treasury Department Circular No. 570; the Bidder shall also furnish as part of the Bid Submission a signed power of attorney establishing the authority of the person executing such Bid Bond on behalf of the surety. Bid Security shall be held until the Contract is executed with the successful Bidder. In the event that all bids are rejected, the Bid Security of all Bidders will be returned upon request. No “Annual” bid bonds, cash deposits or cashiers’ checks will be accepted.

- .3 Standard Questionnaire and Financial Statement (City Form 102) or Contractor’s Bid for Public Work (State Form 96). Such form is available from the City Central Purchasing Division and their website at <http://www.indy.gov/egov/city/ofm/purch/bids/pages/biddingopportunities.aspx> and will be used in consideration of a Bidder’s ability to perform its obligations under the terms of the contract Documents and in determining other material factors bearing upon a Bidder’s responsibility. If Bid is under \$150,000 either of these forms may be submitted as a Post-Bid submittal under Section 6, Post Bid Requirements.

- 5.4 Bids may be withdrawn in person by a Bidder during normal hours of business prior to the time fixed for opening of Bids. In the event of a valid withdrawal of a Bid, the Bid Security of the withdrawing Bidder will be returned promptly. No Bid may be withdrawn after opening of Bids has commenced except after expiration of such period following the Bid Date as specifically provided by law, plus any extension thereof as provided elsewhere in these Instructions to Bidders. **Bidder’s failure to provide all completed documentation as required in ITB Section 5.3 may result in Bid being deemed non-responsive.**

## 6. POST-BID REQUIREMENTS

Within three (3) business days of notification by Owner, the apparent lowest responsive Bidder will be required to submit additional documents and satisfy additional requirements as conditions to such Bidder being found by the Owner to be a responsible Bidder, as follows:

- 6.1 Affirmative Action Plan. The Bidder shall provide its Affirmative Action Plan and a properly completed and executed “City of Indianapolis - EQUAL OPPORTUNITY COMPLIANCE” form for approval by the City’s Office of Minority & Women Business Development (OMWBD). If a Bidder has fifteen (15) or fewer employees he shall submit an Affirmative Action Policy statement. Otherwise, he shall submit the Indiana Plan/Affirmative Action Certification. A Bidder must submit these items unless they have previously been submitted, accepted and found to be satisfactory by OMWBD during the current calendar year (year of bid opening). If the Bidder has received a letter of compliance from OMWBD for the current calendar year, he/she should submit a copy of such letter.

- .1 Minimum Minority and Female Workforce Utilization Goals. The goals and timetables for minority and female participation, expressed in percentage terms for the Bidder’s aggregate work force in each trade on all construction work in the covered area, are as follows:

Goals for female participation in each trade: 6.9%

Goals for minority participation in each trade: 12.5%

These goals are applicable to all the Bidder's construction work (whether or not it is Federal or federally assisted) performed in the covered area. If the Bidder performs construction work in a geographical area located outside of the geographical area where the work is actually to be performed, the Bidder also is subject to the goals for both its Federally involved and non-federally involved construction in that area.

The Bidder's compliance with this provision shall be based on its implementation of an affirmative action plan and its efforts to meet the goals set forth in this paragraph. The hours of minority and female employment and training shall be substantially uniform throughout the length of the contract, and in each trade, and the Bidder shall make a good faith effort to employ minorities and women evenly on each of its projects. The transfer of minority or female employees or trainees from contractor to contractor or from project to project, for the sole purpose of meeting the Bidder's goals, shall be a violation of the contract. Compliance with the goals will be measured against the total work hours performed.

- 6.2 Proof of Insurability. The Bidder shall furnish: (1) proof of insurance showing existing coverage in accordance with the terms and amounts stated in the General Conditions, or (2) a letter or statement certifying that, in the event that the bid is awarded by the Owner, an insurance company will provide the required coverage to the Bidder submitting the bid. Such proof of insurance or the letter/statement shall be issued by a financially responsible insurance company authorized to do business in the State of Indiana.
- 6.3 Surety Letter of Intent. The Bidder shall furnish a written statement or letter from a Surety company licensed to transact such business in the State of Indiana and qualified as a surety under the underwriting limitations on the current list of "Surety Companies Acceptable on Federal Bonds" as published in U.S. Treasury Department Circular No. 570, which assures the Owner that, in the event the Bid is accepted and a contract is awarded by Owner, said Surety will execute and deliver both a Performance Bond and Payment Bond as required by the Contract Documents.
- 6.4 Joint Venture Agreement. If the Bidder is a joint venture, partnership or other combination of two or more persons or entities, the Bidder shall submit a copy of the joint venture or other agreement by which such joint venture, partnership or other association has been formed, executed by all such participating persons or entities. If the Bid is signed by less than all parties that comprise the Bidder, suitable written evidence of the authority of such signing party to bind all such parties must also be furnished.
- 6.5 Application for MBE/WBE/VBE/DOBE Waiver Program. If Bidder has not met all goals as set out in Section 9.1, the Bidder shall submit a completed Application for MBE/WBE/VBE/DOBE Program Waiver including all backup documentation as prescribed by Section 9 of these Instructions to Bidders.
- 6.6 Subcontractor/Supplier List. The Bidder shall submit all documentation required under Section 9.4 of these Instructions to Bidders, including all MBE/WBE/VBE/DOBE requirements (POST-BID-4).
- 6.7 Manufacturers List. The Bidder shall submit a complete list of all equipment and supplies that are listed in the Manufacturer's List (POST-BID-5).
- 6.8 E-Verify Documentation. - The Bidder shall submit verification that it is enrolled in and participating in the E-Verify program (POST-BID-6).

- 6.9 Eligibility to do Business. The Bidder shall submit a copy of a print-out of the Indiana Secretary of State's online records for the bidder dated within sixty (60) days of the submission showing that the Bidder is in existence, is current with the Secretary of State's Business Entity Reports, and is eligible for a certificate of good standing. This does not apply to Bidders who are individuals, sole proprietors, or partnerships (POST-BID-7).
- 6.10 Apprentice and Training. The Bidder shall submit evidence of participation in apprenticeship and training programs, applicable to the work to be performed on the project, which are approved by and registered with the United States Department of Labor's Office of Apprenticeship, or its successor organization (POST-BID-8).
- 6.11 Project Managers. The Bidder shall submit a list of the names and descriptions of relevant management experience of each of the bidder's project managers and superintendents that the Bidder intends to assign to work on the project (POST-BID-9).
- 6.12 Licensure. The Bidder shall submit proof of any appropriate professional or trade licenses held by the Bidder and its management personnel required by law for any trade or specialty area in which the Bidder is seeking a contract award. The Bidder shall also disclose any letters of suspension or revocation issued in the previous five (5) years of any such license held by the company, or of any director, officer, or manager of the Bidder (POST-BID-10).
- 6.13 Surety. The Bidder shall submit evidence of utilization of a surety company listed as an approved surety by the United States Department of the Treasury. (POST-BID-11).
- 6.14 Bidder Qualification. For contracts estimated to be at least \$300,000.00, the Bidder shall submit evidence that it and all relevant subcontractors have been qualified under IC 4-13.6-4 or IC 8-23-10 (POST-BID-12).

## **7. BID EVALUATION AND AWARD**

- 7.1 **Award of the Contract will be made to the lowest, responsive and responsible Bidder, where the Bid is reasonable and does not exceed the funds available for the project.** The Owner reserves the right to reject all Bids and may waive or allow a Bidder to correct errors, omissions or other irregularities in Bid Documents that are found not to have afforded the Bidder a substantial competitive advantage over other Bidders.
- 7.2 The Owner shall have the right to reject any Bid if investigation of the Bidder fails to satisfy the Owner that such Bidder is properly qualified to carry out the obligations and complete the Work. Any or all Bids will be rejected if there is reason to believe that collusion exists among Bidders.
- 7.3 For unit price Contract Items, estimated quantities and unit prices will serve as the basis for determining the proposed price of each Bid. Patent math errors in statements of Bid prices or totals may be corrected by the Owner or Engineer, in which case the corrected amounts will be used for the purpose of Bid evaluation, comparison and other award considerations. However, neither the Owner nor the Engineer shall be required to discover or correct any error or omission in a Bid and the Bidder shall assume the risk of and be bound to the consequences of any such error or omission.
- 7.4 The Owner may, at its sole option, award the Contract to a Bidder on a conditional basis to afford the Bidder additional time and opportunity to submit required documents or to fulfill other

requirements. In such case, the Owner will furnish to the Bidder a notice of conditional award which will establish (i) the additional conditions to be fulfilled for the award to become effective, and (ii) the time limit within which such conditions shall be satisfied. If the Bidder fails to satisfy the conditions in the manner and within the time specified in such notice, the Owner may declare such Bidder to be non-responsible and award the Contract, conditionally or unconditionally, to another Bidder. Time limitations governing the Owner's award of the Contract shall be extended for such additional period as may be required to effectuate the conditional award procedure set forth in this sub-section, and no Bid may be withdrawn during such period of extension.

## **8. CONTRACT EXECUTION; SUBMITTALS**

- 8.1 Within three (3) business days after the award notice, the successful Bidder shall sign and deliver at least three (3) counterparts of the Agreement, utilizing the form thereof included in the Project Manual and make delivery thereof to the Owner, along with other documents as prescribed by the Contract Documents. After execution and delivery of the Agreement and other required documents, and acceptance thereof by the Owner, the Bid Security furnished by each Bidder will be returned to the respective Bidders upon request.
- 8.2 If the Bidder fails or neglects to execute and deliver the Agreement and other required documents as prescribed by the preceding sub-section, the Bidder shall be deemed to have repudiated the Contract and thereupon the award shall be null and void; and the Bid Security provided by the Bidder shall be forfeited to and retained by the Owner as liquidated damages for such failure of the Bidder to execute the Contract, it being understood and agreed that the character and amount of actual damages sustained by the Owner cannot reliably be ascertained and measured and that the amount of the Bid Security is intended as a reasonable prospective estimate of such actual damages.
- 8.3 Concurrently with the execution and delivery of the Agreement to the Owner, or within such other period as the Owner may prescribe, the successful Bidder (Contractor) shall submit the following as conditions to the Bidder's right to proceed with and receive payment for any Work:
- .1 Proof of all required insurance coverage, a one hundred percent (100%) Performance Bond and a one hundred percent (100%) Payment Bond as prescribed by the General Conditions or other Contract Documents. Such bonds shall be executed utilizing the sample forms included in the Project Manual or alternative forms approved in advance by the Owner. Indemnification clauses between successful Bidder and the Surety shall not be binding upon the Owner;
  - .2 The preliminary schedules required by Paragraph 2.7 of the General Conditions;
  - .3 A schedule of wages to be paid by the Bidder and his/her subcontractors to laborers, workmen or mechanics for the Work;
  - .4 Documentation as prescribed by Section 9 of these Instructions to Bidders in respect of MBE/WBE/VBE/DOBE participation;
  - .5 Other Post-Bid submittals required by the Contract Documents.

## **9. MBE/WBE/VBE/DOBE PARTICIPATION REQUIREMENTS**

- 9.1 It is the policy of the Consolidated City of Indianapolis that Minority Business Enterprises (MBE), Women Business Enterprises (WBE), Veteran Business Enterprises (VBE) and Disability-Owned Business Enterprises (DOBE) shall have the maximum feasible opportunity to participate in the performance of contracts. Consequently, the Owner has established the following percentage goals for (City of Indianapolis Certified) MBE, WBE, VBE, and DOBE participation on this Project, based on the Contract Price as awarded to the successful Bidder:

MBE: fifteen percent (15%);  
WBE: eight percent (8%);  
VBE: three percent (3%); and  
DOBE: one percent (1%).

- 9.2 Initial evaluation and review of a Bidder's compliance with the requirements set forth herein in respect of MBE/WBE/VBE/DOBE participation, including review of documentation and information submitted by Bidders, shall be undertaken by the OMWBD.

- 9.3 (a) Bidders shall complete Part 6 of the Bidder's Itemized Proposal and Declarations form to disclose the status of its ability to meet the MBE/WBE/VBE/DOBE goals as of the Bid Date. **Failure to do so shall constitute grounds for rejection of the Bid as non-responsive.**

(b) Any Bidder who does not meet a project goal must petition OMWBD for relief from that goal by filing an application for a waiver, which application shall be submitted with the other required bid documents. The application for the waiver shall show with detailed documentation all good faith efforts that were made by the Bidder for the purpose of fulfilling the project goal and to assure that MBE, WBE, VBE, and DOBE firms are used as sources of supplies, equipment, construction and services. The Application for MBE/WBE/VBE/DOBE Program Waiver form may be requested from OMWBD at 1260 City County Building, 200 East Washington Street, Indianapolis, Indiana 46204 (telephone: (317) 327-5262), or found at:

<http://www.indy.gov/eGov/City/DMWBD/MBE-WBE-VBE/Pages/FormsandResources.aspx>

(c) Examples of good faith efforts for MBE/WBE/VBE/DOBE shall include, at a minimum, all of the following (resources for good faith efforts can be located under 49 CFR § 26.53c):

- .1 Documentation/Delivery of any advertising that the Bidder performed in search for prospective MBEs, WBEs, VBEs, and DOBE for the contract in general circulation, trade, and minority-focused media.
- .2 Documentation/Delivery of any written notifications that the Bidder (i) provided to City Certified MBE/WBE/VBE/DOBEs notifying them of contracting opportunities in sufficient time to allow them to participate, and (ii) to minority business assistance agencies for the purpose of locating prospective MBEs, WBEs, VBEs, and DOBEs for the contract. Documentation must also include written notification to OMWBD for assistance in locating prospective MBEs, WBEs, VBEs, and DOBEs for the contract.
- .3 Documentation/Delivery of the Bidder's efforts to select portions of the work to be performed by MBE/WBE/VBE/DOBEs in order to increase the likelihood of achieving the stated goals, including the division of contracts into economically-feasible units to facilitate participation (including work that they would self-perform otherwise).

- .4 Documentation/Delivery of direct contact and negotiations with MBE/WBE/VBE/DOBEs and/or partnerships for specific sub-bids, including at a minimum the following information:
  - a. The names, addresses and telephone numbers of MBE/WBE/VBE/DOBEs that were contacted;
  - b. A description of the information provided to MBE/WBE/VBE/DOBEs regarding the plans and specifications for portions of the work to be performed;
  - c. A statement of why prospective agreements with MBE/WBE/VBE/DOBEs were not reached.
- .5 Documentation of technical assistance provided to MBE/WBE/VBE/DOBEs for obtaining bonding insurance or a needed line of credit for the project.
- .6 Documentation/Delivery relevant to any other efforts the Bidder has made to assist MBEs, WBEs, VBE and DOBEs in overcoming the traditional barriers of participation in the industry affected by the contract.
- .7 Documentation of efforts to research other possible areas of participation, including, but not limited to, any of the following:
  - a.. Suppliers;
  - b. Shipping or transport enterprises;
  - c. Engineering enterprises; and
  - d. Any other role that may contribute to the production and delivery of the product or service specified in the contract.
- .8 Documentation of efforts for the Bidder to use subcontractors and suppliers with which they have never worked.

(d) The Bidder shall maintain adequate records of all relevant data with respect to the utilization and attempted utilization of MBEs, WBEs, VBEs, and DOBEs and shall provide full access to these records to the Owner upon its request to inspect them.

- 9.4 The apparent successful Bidder shall, within three (3) business days after notification by the Owner or by OMWBD, provide the application for Program Waiver (if Bidder has not met all goals as set out in section 9.1 above), and any supporting documentation deemed necessary by the Owner or OMWBD to demonstrate utilization of good faith efforts to achieve or maximize MBE/WBE/VBE/DOBE, participation goal levels as set out in sub-section 9.1, which shall serve as an additional condition to the Bidder being found responsible and responsive.
- 9.5 The decision of the Owner concerning whether or not a Bidder has satisfactorily demonstrated good faith efforts shall be conclusive and binding upon such Bidder.
- 9.6 Where a Bidder proposes to utilize a MBE/WBE/VBE/DOBE that has not been certified as such by OMWBD, such MBE/WBE/VBE/DOBE must become certified by OMWBD to count toward attainment of the MBE/WBE/VBE/DOBE goals for the Project. MBE/WBE/VBE/DOBEs may obtain copies of Certification Standards and the Certification Application from OMWBD.

- 9.7 For the purposes of determining the degree of participation for MBEs, WBEs VBEs, or DOBEs operating as participants in Joint Ventures, as Subcontractors or Suppliers, the following methodology shall be utilized:
- .1 A Joint Venture Bidder consisting of one or more MBE/WBE/VBE/DOBE parties will be credited with MBE/WBE/VBE/DOBE participation on the basis of percentage of the dollar amount of the Work to be performed by the MBE/WBE/VBE/DOBE. For example, if such Joint Venture proposes to perform fifty percent (50%) of the dollar amount of the Work quoted at \$1,000,000 and fifty percent (50%) of the Work is to be performed by the MBE/WBE/VBE/DOBE Joint Venture partner, MBE/WBE/VBE/DOBE participation will be credited as twenty-five percent (30%) of the work or \$300,000.
  - .2 A Bidder will receive sixty percent (60%) toward goal attainment for the use of minority Suppliers who are not manufacturers, i.e. where a Bidder proposes to purchase \$100,000 worth of construction materials from a minority Supplier who did not manufacture the materials, \$60,000 will be credited toward the Bidder's minority participation goal. However, where the minority Supplier is the manufacturer of the product supplied, the Bidder will receive MBE/WBE/VBE/DOBE credit of one hundred percent (100%) of the dollar amount of the supply contract.
- 9.8 The Owner may, at any time before or after award, require the Bidder/Contractor to submit additional information to the Owner regarding MBE, WBE, VBE, or DOBE certification and utilization. Such information may include but not be limited to: (i) Copies of all executed agreements for each MBE/WBE/VBE/DOBE enterprise engaged to satisfy the participation goals, showing (ii) the name and address of the MBE/WBE/VBE/DOBE, (iii) the scope of work to be performed, (iv) the dollar value of work to be performed or furnished by each proposed MBE/WBE/VBE/DOBE subcontractor or MBE/WBE/VBE/DOBE joint venture partner, (v) acknowledgment and acceptance of the agreement by the MBE/WBE/VBE/DOBE, and (VI) monthly utilization payment reports with each monthly application for payment using the Subcontractor/Supplier Payment Report, Form SSPR-1.
- 9.9 Post award compliance procedures shall be met as provided in the MBE/WBE/VBE DOBE Business Utilization Plan of the City of Indianapolis, available from the OMWBD. Failure to comply with the MBE/WBE/VBE/DOBE provisions of the contract may result in one or more of the following sanctions: cancellation, termination or suspension of any contracts, or any portion(s) thereof, including but not limited to withholding any progress payment or any other monies payable or due under the contract, and/or inclusion on the Owner's list of contractors or vendors who are non-responsible due to MBE/WBE/VBE/DOBE violations, meaning Bidder would not be eligible to do work for the Owner for a specified period. In the event of breach, the Owner may also exercise its rights under Ind. Code § 5-16-6.5-5 or pursue any other legal or administrative remedies available to the Owner.

## 10. LIQUIDATED DAMAGES

- 10.1 The Contract Documents provide for the payment of liquidated damages in the event of unexcused failure by the Contractor to complete the Work within the time required by the Contract Documents. **Such liquidated damages are to be assessed and recovered at the rate of \$1,000.00 per day for delay in achieving Substantial Completion and at the rate of \$1,000.00 per day for delay in achieving Final Completion of all Work.**



- 10.2 The per diem rate(s) of liquidated damages established by the preceding sub-section have been determined and are intended as reasonable prospective estimate(s) of the type and amount of actual damages which the Owner may sustain in the event of such delay(s). Submission of a Bid shall constitute an unconditional acknowledgment and agreement by the Bidder that such liquidated damages are fair and reasonable and do not and will not constitute a penalty, and that such liquidated damages may be assessed and recovered by the Owner as against the successful Bidder/Contractor and its Surety in lieu of actual damages for delayed completion.

## **11. CHANGE ORDERS**

- 11.1 During the course of the Work, should the Owner or Bidder determine that additional work which was foreseeable is required, such work shall not be automatically awarded through change orders. However, the Owner reserves the right to award additional work which was foreseeable to the original Bidder where doing so is in the best interest of the Owner. All such awards are and will remain subject to necessary approvals.

## **END OF INSTRUCTIONS TO BIDDERS**

**BIDDER'S ITEMIZED PROPOSAL**  
**AND DECLARATIONS**

Consolidated City of Indianapolis

Instructions to Bidders:

*This form shall be utilized by all Bidders. Except as otherwise specifically provided, all Parts shall be fully and accurately filled in and completed and notarized.*

Project: **SD-04-069 HOLLY CREEK REGIONAL DETENTION BASIN**

Proposal for Construction of: **Replace detention basin's outlet structure and the downstream culvert and remove the manufactured stormwater quality BMP at the upstream end of the basin.**

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

To: **City of Indianapolis, Department of Public Works  
200 East Washington Street, Indianapolis, Indiana 46204**

PART 1  
BIDDER INFORMATION  
(Print)

1.1 Bidder Name: \_\_\_\_\_

1.2 Bidder Address:      Street Address: \_\_\_\_\_  
City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_  
Phone #: (    ) \_\_\_\_\_ Fax #: (    ) \_\_\_\_\_

1.3 Former Business names of Bidder: \_\_\_\_\_  
\_\_\_\_\_

1.4 Bidder is a/an [mark one]:  
\_\_\_\_ Individual \_\_\_\_ Partnership \_\_\_\_ Indiana Corporation  
\_\_\_\_ Foreign (Out of State) Corporation  
\_\_\_\_ Joint Venture  
\_\_\_\_ MBE \_\_\_\_ WBE \_\_\_\_ VBE \_\_\_\_ DOBE (Must be Certified with OMWBD)  
Other: \_\_\_\_\_

1.5 [The following must be answered if the Bidder or any of its partners or joint venture parties is a foreign corporation. Note: To do business in or with the Consolidated City of Indianapolis, Indiana, foreign corporations must register with the Secretary of the State of Indiana as required by the "Indiana Code 23-1-49 et seq." General Corporation Act as stated therein and expressed in the Attorney General's Opinion #2, dated January 13, 1958.]

.1 Business Entity Name: \_\_\_\_\_  
.2 Address: \_\_\_\_\_  
.3 Date registered with State of Indiana: \_\_\_\_\_  
.4 Indiana Registered Agent Name: \_\_\_\_\_  
Address: \_\_\_\_\_

**PART 2**  
**PROPOSAL (BID)**

- 2.1 The undersigned Bidder proposes to furnish all necessary labor, machinery, tools, apparatus, materials, equipment, service and other necessary supplies, and to perform and fulfill all obligations incident thereto in strict accordance with and within the time(s) provided by the terms and conditions of the Contract Documents for the above described Work and Project, including any and all addenda thereto, for the Unit Prices applicable to the Contract Items as stated in Part 3 hereof, which Unit Prices, when multiplied by estimated unit quantities for such Contract Items, total \_\_\_\_\_ Dollars (\$\_\_\_\_\_). The Bidder acknowledges that evaluation of the lowest Bid shall be based on such sum and further acknowledges that the unit quantities listed in Part 3 of this Proposal are estimates solely for the purpose of bid evaluation and contract award, and are not to be construed as exact or binding. The Bidder further understands that all Work which may result on the Contract shall be compensated for on a Unit Price basis and that the Owner and Engineer cannot and do not guarantee the amount or quantity of any item of Work to be performed or furnished under the Contract.
- 2.2 By submitting bid the Bidder agrees the bid proposal and price(s) contained herein shall be valid for ninety (90) days from bid opening.

**PART 3**  
**CONTRACT ITEMS AND UNIT PRICES**

Project Number: SD-04-069

Contractor: \_\_\_\_\_

Project Name: Holly Creek Regional Detention Basin

Bid Date: 3/28/2024

Alt Number	LN	Pay Item Number	Pay Item Name	Quantity	Unit	UnitPrice	Price
	001	I-105-06845	CONSTRUCTION ENGINEERING	1.00	LSUM		\$ -
	002	I-110-01001	MOBILIZATION AND DEMOBILIZATION	1.00	LSUM		\$ -
	003	D-202-04795	BOLLARD, REMOVE	2.00	EACH		\$ -
	004	I-203-02020	EXCAVATION, UNCLASSIFIED(Central Ave paver removal)	230.00	CYS		\$ -
	005	I-202-51330	PRESENT STRUCTURE, REMOVE(Existing outlet structure)	1.00	LSUM		\$ -
	006	D-202-74032	SIGN, REMOVE AND RESET	2.00	EACH		\$ -
	007	I-201-01015	CLEARING AND GRUBBING	1.00	LSUM		\$ -
	008	I-202-93047	MANHOLE, REMOVE(BMP Structure)	1.00	EACH		\$ -
	009	I-202-96133	PIPE, REMOVE(Existing outlet pipe & DS culvert)	69.00	LFT		\$ -
	010	I-202-98488	PIPE END SECTION, REMOVE(BMP grated end sections)	2.00	EACH		\$ -
	011	I-203-02055	EMBANKMENT(Berm construction, cohesive material)	1,330.00	CYS		\$ -
	012	I-211-02050	B BORROW(Undistributed, for backfill associated w/10" pipe re-routing outside of embankment)	50.00	CYS		\$ -
	013	I-203-51223	EXCAVATION, WATERWAY(Undercut of soft soils at box culvert)	99.00	CYS		\$ -
	014	I-205-11626	PUMP AROUND	1.00	EACH		\$ -
	015	I-205-12108	STORM WATER MANAGEMENT BUDGET	20,000.00	DOL		\$ -
	016	I-205-12616	STORMWATER MANAGEMENT IMPLEMENTATION	1.00	LS		\$ -
	017	I-205-12618	SWQCP PREPARATION	1.00	LS		\$ -
	018	I-303-01180	COMPACTED AGGREGATE NO. 53	121.00	TONS		\$ -
	019	I-301-12231	COMPACTED AGGREGATE NO 2	85.00	CYS		\$ -
	020	I-604-92237	HAND RAIL, STEEL	68.00	LFT		\$ -
	021	I-616-05688	RIPRAP, CLASS 1	85.00	TONS		\$ -
	022	I-616-06405	RIPRAP, REVETMENT	42.00	TONS		\$ -
	023	I-616-12246	GEOTEXTILE FOR RIPRAP TYPE 1A	539.00	SYS		\$ -
	024	I-621-06560	MULCHED SEEDING U	5,767.00	SYD		\$ -
	025	I-621-06567	WATER	23.00	KGAL		\$ -
	026	D-621-06571	SPECIAL TOPSOIL	824.00	CYS		\$ -
	027	I-714-11177	STRUCTURE, REINFORCED CONCRETE, BOX SECTIONS, 8 FT. X 4 FT.	56.00	LFT		\$ -
	028	D-715-05156	PIPE, TYPE 2, CIRCULAR, 30 IN., DPW MODIFIED(Small drive crossing)	20.00	LFT		\$ -
	029	I-715-46030	PIPE END SECTION, DIAMETER 30 IN.	2.00	EACH		\$ -
	030	D-720-00010	STRUCTURE, SPECIAL, STR. 101(Detention pond outlet, 12x12 box)	1.00	EACH		\$ -
	031	I-801-06640	CONSTRUCTION SIGN, A	4.00	EACH		\$ -
	032	I-801-07119	BARRICADE, III-B	20.00	LFT		\$ -
	033	I-802-03896	BOLLARD	1.00	EACH		\$ -
	034	D-802-03900	BOLLARD, SWING GATE	1.00	EACH		\$ -
	035	I-621-02770	EROSION CONTROL BLANKET	5,767.00	SYD		\$ -
	036	I-715-06696	PIPE, PVC, 10 IN(Undistributed, for connection to, and re-routing of, existing 10 IN storm drain if encountered)	225.00	LFT		\$ -
	037	I-203-04523	DEWATERING	1.00	LSUM		\$ -
	038	I-303-01180	COMPACTED AGGREGATE NO. 53(Undistributed, for subgrade under special structure)	59.00	TONS		\$ -
	039	I-213-09269	FLOWABLE BACKFILL, NON-REMOVABLE(Backfill at box/outlet structure tie-in)	8.00	CYS		\$ -
	040	I-213-09269	FLOWABLE BACKFILL, NON-REMOVABLE(Undistributed, backfill/mud mat under box culvert)	41.00	CYS		\$ -

TOTAL BID AMOUNT (in figures) \$ \_\_\_\_\_

(in words)

\_\_\_\_\_

**PART 4**  
**CONTRACT DOCUMENTS AND ADDENDA**

- 4.1 The Bidder agrees to be bound by the terms and provisions of all Contract Documents as defined in the General Conditions and incorporates such Contract Documents herein by reference
- 4.2 The Bidder acknowledges receipt of the following addenda:

<u>Addendum Number</u>	<u>Date</u>
_____	_____
_____	_____
_____	_____
_____	_____

**PART 5**  
**EXCEPTIONS**

*Instructions to Bidders:*

- 5.1     *The Bidder shall fully state each exception taken to the Specifications or other Contract Documents in Section 5.3 of this Part.*
- 5.2     *Bidder is cautioned that any exception taken by Bidder and deemed by Owner to be a material qualification or variance from the terms of the Contract Documents may result in this Bid being rejected as non-responsive.*
- 5.3     *Exceptions:*

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**PART 6**  
**MBE/WBE/VBE/DOBE PARTICIPATION GOALS PLAN FOR**  
**CONSTRUCTION, GOODS/SUPPLIES, AND SERVICES**

Submittal Due Date: \_\_\_\_\_ Project/Contract Number: \_\_\_\_\_  
 Project/Contract Name: \_\_\_\_\_ Bidder: \_\_\_\_\_  
 Contact Name: \_\_\_\_\_ Bidder Address: \_\_\_\_\_  
 Bidder Phone: \_\_\_\_\_ Bidder E-mail Address: \_\_\_\_\_  
 Bidder ☐ is ☐ is not a City-certified MBE/WBE/VBE/DOBE and will self-perform \_\_\_\_\_% of the total contract amount.

**Does an exclusive contract or agreement exist between the bidder and any subcontractor/supplier listed?**

☐ Yes ☐ No If yes, please explain): \_\_\_\_\_

**Provide names of MBE/WBE/VBE/DOBE sub-contractors/suppliers with which bidder has not previously worked (if any):** \_\_\_\_\_

**If Bidder is awarded this contract, the MBE/WBE/VBE/DOBE City certified firms listed below will be utilized in the performance of the contract as a subcontractor/supplier.**

Full Legal Name of Firm	MBE, WBE, VBE, or DOBE	Contact Person	Phone #	Description of Work	\$ Dollar Amount	% of Total Contract Amount

Bidder must submit an *Application for MBE/WBE/VBE/DOBE Program Waiver* if it fails to meet the required utilization goals for the contract. Failure to provide the application for waiver as a post-bid submittal **will** result in the disqualification and rejection of the bid/proposal.

It is the policy of the City that bidder requirements which prevent subcontractors/suppliers from bidding as subcontractors on multiple bids is not permitted. Violation of this policy **will** result in the disqualification and rejection of the bid/proposal.

**Bidder's Signature:** \_\_\_\_\_

Bidder's Name: \_\_\_\_\_

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

OMWBD 2020

**PART 7A**  
**NEPOTISM DISCLOSURE**

Contractor: \_\_\_\_\_

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

For purposes of compliance with Indiana Code Chap. 36-1-21, please specify below whether Contractor (individual), or a person who wholly or partially owns Contractor (business), is a relative, as that term is defined by Indiana Code § 36-1-21-3, of either the Mayor of Indianapolis, Indiana, or a member of the City-County Council of Indianapolis and Marion County, Indiana.

☐ Contractor (individual) or Contractor (business) does NOT have a relative who is either the Mayor of Indianapolis, Indiana or a member of the City-County Council of Indianapolis and Marion County, Indiana.

☐ Contractor (individual) or Contractor (business) DOES have a relative who is either the Mayor of Indianapolis, Indiana or member of the City-County Council of Indianapolis and Marion County, Indiana (must specify all relatives below):

☐ Mayor Joseph H. Hogsett

☐ City-County Councilor [please specify name of Councilor(s)]

\_\_\_\_\_

Name of Authorized Representative (Printed)

\_\_\_\_\_

Signature of Authorized Representative

\_\_\_\_\_

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



## **PART 7**

### **ADDITIONAL DECLARATIONS**

- 7.1 Bidder certifies for itself and all its subcontractors compliance with existing laws of the City of Indianapolis, the State of Indiana and the United States regarding (a) prohibition of discrimination in employment practices on the basis of race, sex, disability, religion, national origin, disabled veteran status and Vietnam-era veteran status; and (b) the utilization of Minority, Women, Veteran, and Disability-Owned Business Enterprises. Bidder further certifies that it (a) has formulated its own Affirmative Action Plan for the recruitment, training and employment of minorities, women and veterans, including goals and timetables; and (b) strongly encourages the use of small businesses, minority-owned businesses, women-owned businesses, veteran-owned, and disability-owned businesses in its operation.
- 7.2 Bidder further agrees, as a condition to being found to be a responsible bidder, to provide to the awarding Agency its Affirmative Action Plan as submitted to and approved by the City of Indianapolis, Office of Minority & Women Business Development (OMWBD), together with any and all other documents and forms as may be prescribed by OMWBD to establish, confirm or otherwise fulfill requirements for Equal Opportunity Compliance.
- 7.3 Bidder certifies that all information contained in Part 6 and submitted to OMWBD regarding MBE/WBE/VBE/DOBE utilization, program compliance, or in an application for waiver of program goals is true and accurate. Bidder agrees to notify OMWBD immediately in the event there is any change in its MBE/WBE/VBE/DOBE utilization or compliance during the course of the project.
- 7.4 Bidder certifies that it has thoroughly examined the site of the Work and informed itself fully regarding all conditions under which it will be obligated to operate and that in any way affect the Work, and knows, understands and accepts the existing conditions. Bidder further certifies that it has thoroughly reviewed the Contract Documents, including all Addenda, and has had the opportunity to ask questions and obtain interpretations or clarifications concerning Contract Documents.
- 7.5 Hiring Practices. The Bidder shall, upon request of the Owner, make available its policies, practices and standards for the hiring of applicants, except as prohibited under Indiana Code section 22-2-17-3, to the extent such information is related to the provision of services under this Bid.
- 7.6 Post-Employment Restrictions. Bidder certifies to Owner that no employee, contract employee, or sub-contractor of Bidder:
- .1 Participated in any way in the solicitation, negotiation, or awarding of the contract to result from this Bid while previously employed by an agency of the City of Indianapolis or Marion County for a period of one (1) year prior to the execution of the resulting contract;
  - .2 For a period of one (1) year after such employee ceased supervising the administration or performance of the contract to result from this Bid on behalf of an agency of the City of Indianapolis or Marion County, shall perform functions on behalf of Bidder under the resulting contract with respect to the Owner, unless the employee's former agency has consented to the employee's performance for Bidder in writing;
  - .3 Has violated any provision of Chapter 293 of the Revised Code of

the Consolidated City of Indianapolis and Marion County (“Municipal Code”) regarding the solicitation, negotiation, awarding, or performance of the contract to result from this Bid;

- .4 Is currently an official or deputy mayor of, or has appointing authority to, any agency of the City of Indianapolis or Marion County; and
- .5 Was previously employed by the City of Indianapolis or Marion County within one (1) year of the contract to result from this Bid and currently has the performance of lobbying activity (as that term is defined in Section 909-101 of the Municipal Code) related to an agency or an official as a responsibility of his or her employment or contractual relationship with the Bidder.

7.7 Bidder Qualifications. Bidder certifies to Owner the following:

- .1 That Bidder is eligible to work in the State of Indiana;
- .2 That Bidder’s labor force participates in apprenticeship or training programs approved by and registered with the United States Department of Labor’s Office of Apprenticeship, or its successor organization;
- 3. That Bidder has implemented an employee drug testing plan that meets, or exceeds, the requirements set forth in IC 36-1-12-24;
- .4 That Bidder will utilize project managers and superintendents with sufficient relevant management experience to complete bidder’s scope of work;
- .5 That Bidder and its management personnel possess any and all professional trade licenses required by law for any trade or specialty area in which Bidder is seeking a contract award, and said licensures have not been suspended or revoked within the previous five (5) years;
- .6 That Bidder is utilizing a surety company which is on the United States Department of Treasury’s listing of approved sureties; and
- .7 For contracts estimated to be over \$300,000.00, that Bidder and sub-contractors expected to be awarded at least \$300,000 for the project are qualified under IC 4-13.6-4 or IC 8-23-10.

Violation of this certification shall constitute a material breach of the contract to result from this Bid, and upon such a violation Owner may terminate the contract. In addition, upon a violation of this certification, Owner shall report such violation to the Office of Corporation Counsel who may, at its discretion, debar the Bidder from eligibility for future city and/or county purchasing, bids, contracts, quotes and/or projects.

**Part 8**  
**LEGAL VIOLATIONS**

- 8.1 Pursuant to Revised Code of the Consolidated City of Indianapolis and Marion County Sec. 261-408 (a)(3), the Bidder shall provide any determinations by a court or government agency for violations of federal, state, or local laws including but not limited to violations of contracting or antitrust laws, tax or licensing laws, environmental laws, the Occupational and Safety and Health Act (“OSHA”), or federal Davis-Bacon and related acts.
- 8.2 Please answer the following questions to complete this requirement:
- .1 Have you had any determinations by a court or government agency for violations of federal, state, or local laws including but not limited to violations of contracting or antitrust laws, tax or licensing laws, environmental laws, the Occupational and Safety and Health Act (“OSHA”), or federal Davis-Bacon and related acts?  
Please check one: Yes \_\_\_\_\_ No \_\_\_\_\_
  - .2 If you answered “yes” to the question above, please list each determination along with the year it occurred below:

**Part 9**  
**STAFFING CAPABILITIES**

- 9.1 Pursuant to Revised Code of the Consolidated City of Indianapolis and Marion County Sec. 261-408 (a)(4), The Bidder shall provide a statement describing the Bidder's full-time staffing capabilities and intended additional labor (skilled labor and unskilled labor), sources from which labor will be derived on this public works project.
- 9.2 Please answer the following questions to provide the statement of your staffing capabilities:
- .1 How many full time staff do you employ? \_\_\_\_\_
  - .2 Of the full time, staff how many are skilled laborers? \_\_\_\_\_
  - .3 Do you intend to employ any additional labor for this project? \_\_\_\_\_
  - .4 If you answered yes to .3, please list the amount of additional skilled and unskilled laborers you intend to hire. \_\_\_\_\_ Skilled \_\_\_\_\_ Unskilled
  - .5 If you answered yes to .3, what sources will you use to find the additional labor?

**Part 10**  
**TAX DEFICIENCIES**

- 10.1 Pursuant to Revised Code of the Consolidated City of Indianapolis and Marion County Sec. 261-408 (a)(10), the Bidder shall provide a statement listing and describing any federal, state, or local tax liens or tax delinquencies owed to any federal, state, or local taxing body in the last 5 years.
10. 2 Please answer the following questions to provide the statement regarding your tax deficiencies.
- .1 Do you have now or have had in the last 5 years any federal, state, or local tax liens or tax delinquencies owed to any federal, state, or local taxing body?  
Please check one: Yes\_\_\_\_\_ No \_\_\_\_\_
- .2 If you answered “yes” to the question above, please list each lien or delinquency, along with the year it occurred, and whether it has been resolved, below:

**Part 11**  
**Drug Program**

- 11.1 Pursuant to IC 4-13-18-5, the Bidder must submit with the Bid a written plan for a program to test the Bidder's employees for drugs. A contractor that is subject to a collective bargaining agreement that establishes an employee drug testing program shall only submit a copy of the relevant part of the collective bargaining agreement establishing the program. Failure to submit a written plan for an employee drug testing program, or relevant parts of a collective bargaining agreement establishing an employee drug testing program shall result in the Bid being rejected as non-responsive.
- 11.2 Attach a copy of your drug testing program or the relevant parts of your collective bargaining agreement establishing a drug testing program to this page.

**PART 12**  
**NON-COLLUSION AFFIDAVIT**

The individual person(s) executing this Proposal, being first duly sworn, depose(s) and state(s) that the Bidder has not directly or indirectly entered into a combination, collusion, undertaking or agreement with any other bidder or person (i) relative to the price(s) proposed herein or to be bid by another person, or (ii) to prevent any person from bidding, or (iii) to induce a person to refrain from bidding; and furthermore, this Bid Proposal is made and submitted without reference to any other bids and without agreement, understanding or combination, either directly or indirectly, with any persons with reference to such bidding in any way or manner whatsoever.

**PART 13**  
**E-VERIFY PROGRAM**

Pursuant to Indiana Code 22-5-1.7-11.1, the contractor awarded the Bid is required to enroll in and verify the work eligibility status of all its newly hired employees through the E-Verify program. The contractor who is awarded the Bid is not required to verify the work eligibility status of all its newly hired employees through the E-Verify program if the E-Verify program no longer exists.

The individual person(s) executing this Proposal, being first duly sworn, depose(s) and state(s) that the Bidder does not knowingly employ an unauthorized alien. The undersigned further affirms that, prior to entering into an agreement for this Bid, the undersigned business entity will enroll in and agrees to verify the work eligibility status of all its newly hired employees through the E-Verify program.



**PART 14**  
**SIGNATURES**

*[Signature by or on behalf of the Bidder in the spaces provided below shall constitute execution of each and every Part of this Itemized Proposal and Declarations document. SIGNATURE MUST BE PROPERLY NOTARIZED.]*

Written Signature: \_\_\_\_\_

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

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

*Important - Notary Signature and Seal Required in the Space Below*

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

SS:

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

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_.

My commission expires: \_\_\_\_\_ (Signed) \_\_\_\_\_

Residing in \_\_\_\_\_ County, State of \_\_\_\_\_

# Standard Questionnaires and Financial Statement for Bidders

For use in investigating the qualifications of bidders on public works contracts when the aggregate cost of such contract will be a hundred thousand dollars (\$100,000) or more. This form may be used for any other contract when the ordering department requests it.

These statements are to be submitted under oath by each bidder with and as a part of the bid.

NOTE: THIS FORM BECOMES PART OF THE BID FILE, AND PURSUANT TO INDIANA'S PUBLIC RECORDS LAW (IND. CODE SS5-14-3-1-5-14-3-10), WILL BE AVAILABLE FOR PUBLIC INSPECTION AND COPYING DURING CENTRAL PURCHASING'S REGULAR BUSINESS HOURS WHEN THE TOTAL CONTRACT PRICE EXCEEDS \$100,000.

Submitted to: City of Indianapolis, Central Purchasing

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

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

Representative: \_\_\_\_\_

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

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

## TO THE BIDDER:

These forms, required by the City of Indianapolis and Marion County, Indiana, have been prescribed by the State Board of Accounts.

They properly filled out and attested, must accompany each bid of a hundred thousand dollars (\$100,000), or more. If the ordering department requests it, they may be required for bids of lesser amounts as well.

The forms are designed to cover all public work Contracts/all other applicable situations and the bidder is required to answer such questions as are pertinent to the work being bid/R.F.Q. The purpose of the questionnaire is to enable the awarding body to determine the qualifications of the bidder to carry out successfully the contract if the same is awarded to the bidder.

The bidder will find it to his advantage to answer fully all questions coming within the range of the work being bid. Particular attention should be given to the "Financial Statement" and the details relative to the assets and liabilities set out. This form is made in extensive detail so that the bidder may explain his assets and liabilities in proper sequence and in a uniform manner. NOTE; FAILURE TO FILL OUT THESE FORMS COMPLETELY MAY BE GROUNDS FOR DECLARING THE ENTIRE BID NON-RESPONSIVE.

Submitted by \_\_\_\_\_

- ☐ A Corporation
- ☐ A Co-partnership
- ☐ An Individual

Principal Office at \_\_\_\_\_

To \_\_\_\_\_



EXPERIENCE QUESTIONNAIRE

GEN 03/22

BID-15

The signatory of this questionnaire guarantees the truth and accuracy of all statements and of all answers to interrogatories hereinafter made.

1. How many years has your organization been in business as a general contractor under your present business name?

\_\_\_\_\_

2. How many years' experience in \_\_\_\_\_ construction work has your organization had:

(a) As a general contractor \_\_\_\_\_ (b) as a sub-contractor \_\_\_\_\_

3. What projects has your organization completed?

CONTRACT AMOUNT	CLASS OF WORK	WHEN COMPLETED	NAME AND ADDRESS OF OWNER

3A What projects has your organization now in process of construction?

CONTRACT AMOUNT	CLASS OF WORK	WHEN TO BE COMPLETED	NAME AND ADDRESS OF OWNER

4. Have you ever failed to complete any work awarded to you? \_\_\_\_\_

If so, where and why? \_\_\_\_\_

\_\_\_\_\_

5. Has any officer or partner of your organization ever been an officer or partner of some other organization that failed to complete a construction contract? \_\_\_\_\_ If so, state name of individual, other organization and reason therefore. \_\_\_\_\_

\_\_\_\_\_

6. Has any officer or partner of your organization ever failed to complete a construction contract handled in his own name? \_\_\_\_\_

If so, state name of individual, name of owner and therefore. \_\_\_\_\_

\_\_\_\_\_

7. In what other lines of business are you financially interested? \_\_\_\_\_

\_\_\_\_\_

8. For what corporation or individuals have you performed work, and to whom do you refer? \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

9. For what cities have you performed work and to whom do you refer? \_\_\_\_\_

\_\_\_\_\_

10. For what counties have you performed work and to whom do you refer? \_\_\_\_\_

11. For what State bureaus or departments have you performed work and to whom do you refer? \_\_\_\_\_

12. Have you ever performed any work for the U.S. Government? \_\_\_\_\_

If so, when and to whom do you refer? \_\_\_\_\_

13. What is the construction experience of the principal individuals of your organization?

INDIVIDUAL'S NAME	PRESENT POSITION OR OFFICE	YEARS OF CONSTRUCTION EXPERIENCE	MAGNITUDE AND TYPE OF WORK	IN WHAT CAPACITY

### PLAN AND EQUIPMENT QUESTIONNAIRE

**The signatory of this questionnaire guarantees the truth and accuracy of all statements and of all answers to interrogatories hereinafter made.**

1. In what manner have you inspected this proposed work? Explain in detail.

2. Explain your plan or layout for performing the proposed work \_\_\_\_\_

3. The work, if awarded to you, will have the personal supervision of whom? \_\_\_\_\_

\* 4. Do you intend to do the hauling on the proposed work with your own forces? \_\_\_\_\_  
If so, give amount and type of equipment used \_\_\_\_\_

5. If you intend to sublet the hauling or perform it through an agent, state amount of sub-contract or agent's contract,  
\* and if known, the name and address of sub-contractor or agent, amount and type of his equipment and financial  
responsibility \_\_\_\_\_

\*Items 4, 5, 6, and 7 may not be applicable in all building contracts; if not, omit.

\* 6. Do you intend to do the grading on the proposed work with your own forces? \_\_\_\_\_  
If so, give type of equipment to be used \_\_\_\_\_

7. If you intend to sublet the grading or perform it through an agent, state amount of subcontract or agent's contract, and  
\* if known, the name and address of sub-contractor or agent, amount and type of his equipment and financial  
responsibility. \_\_\_\_\_

8. Do you intend to sublet any other portions of the work? \_\_\_\_\_  
If so, state amount of sub-contract, and if known, the name and address of the sub-contractor, whether subcontract is  
a minority and/or women's business enterprise, amount, and type of his equipment and financial responsibility. \_\_\_\_\_

9. From which sub-contractors or agents do you expect to require a bond? \_\_\_\_\_

10. What equipment do you own that is available for the proposed work?

QUANTITY	ITEM	DESCRIPTION, SIZE CAPACITY, ETC.	CONDITION	YEARS OF SERVICE	PRESENT LOCATION


11. What equipment do you intend to purchase for use on the proposed work, should the contract be awarded to you?

QUANTITY	ITEM	DESCRIPTION, SIZE, CAPACITY, ETC.	APPROXIMATE COST

12. How and when will you pay for the equipment to be purchased? \_\_\_\_\_

\_\_\_\_\_

13. Do you propose to rent any equipment for this work? \_\_\_\_\_ if so, state type, quantity and reasons for renting. \_\_\_\_\_

\_\_\_\_\_

14. Have you made contracts or received firm offers for all materials within prices used in preparing your proposal? Do not give names of dealers or manufacturers \_\_\_\_\_

\_\_\_\_\_

15. List all permits, licenses, or registrations, which you have and are required by law to maintain in order to bid on this work. Please include the type of the permit, license, or registration; the name of the issuing entity; the number of the licenses, permit, or registration; and the expiration date. \_\_\_\_\_

\_\_\_\_\_

Dated at \_\_\_\_\_ this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_

\_\_\_\_\_  
(Name of Organization)

By \_\_\_\_\_

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

\_\_\_\_\_  
(Title of Person Signing)

COUNTY OF \_\_\_\_\_, SS:

\_\_\_\_\_ Being duly sworn, deposes and says that he is  
\_\_\_\_\_ of the above \_\_\_\_\_

\_\_\_\_\_ of the above \_\_\_\_\_  
(Name of Organization)

and that the answers to the questions in the foregoing questionnaires and all statements therein contained are true and correct.

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

My Commission expires \_\_\_\_\_  
Notary Public

# CONTRACTOR'S FINANCIAL STATEMENT

Submitted by \_\_\_\_\_

- ☐ A Corporation  
☐ A Co-partnership  
☐ An Individual

}

Principal Office at \_\_\_\_\_

To \_\_\_\_\_

Condition at close of business \_\_\_\_\_ 20\_\_

		Dollars				Cts.	
<b>ASSETS</b>							
1. Cash: (a) On Hand \$ _____, (b) In bank \$ _____, (c) Elsewhere \$ _____							
2. Notes receivable (a) Due within 90 days _____							
(b) Due after 90 days _____							
(c) Past Due _____							
3. Accounts receivable from completed contracts, exclusive of claims not approved for payment _____							
5. Sums earned on uncompleted contracts as shown by engineer's or architect's estimate _____							
(a) Amount receivable after deducting retainage _____							
(b) Retainage to date, due upon completion of contracts _____							
6. Accounts receivable from sources other than construction contracts _____							
7. Deposits for bids or other guarantees: (a) Recoverable within 90 days _____							
(b) Recoverable after 90 days _____							
8. Interest accrued on loans, securities, etc. _____							
9. Real Estate: (a) Used for business purposes _____							
(b) Not used for business purposes _____							
10. Stocks and bonds: (a) Listed - - present market value _____							
(b) Unlisted - - present value _____							
10. Materials in stock included in Item 4 (a) For uncompleted contracts (present value) _____							
(b) Other materials (present value) _____							
11. Equipment, book value _____							
12. Furniture and fixtures, book value _____							
13. Other Assets _____							
Total assets							

## LIABILITIES

		Dollars				Cts.	
1. Notes payable	(a) To banks regular _____						
	(b) To banks for certified checks _____						
	(c) To others for equipment obligations _____						
	(d) To others exclusive of equipment obligations _____						
2. Accounts payable	(a) Not past due _____						
	(b) Past due _____						
3. Real estate encumbrances	_____						
4. Other liabilities	_____						
5. Reserves	_____						
6. Capital stock paid up:	(a) Common _____						
	(b) Common _____						
	(c) Preferred _____						
	(d) Preferred _____						
7. Surplus (net worth)	_____						
Total liabilities							

## CONTINGENT LIABILITIES

1. Liability on notes receivable, discounted or sold	_____						
2. Liability on accounts receivable, pledged, assigned or sold	_____						
3. Liability as bondsman	_____						
4. Liability as guarantor on contracts or on accounts of others	_____						
5. Other contingent liabilities	_____						
Total contingent liabilities							



## DETAILS RELATIVE TO ASSETS

<b>1</b>	<b>Cash</b>	(a) on hand _____ \$ _____ (b) deposited in banks named below _____ (c) elsewhere - - (State where) _____
----------	-------------	---

NAME OF BANK	LOCATION	DEPOSIT IN NAME OF	AMOUNT

<b>2*</b>	<b>Notes Receivable</b>	(a) due within 90 days _____ \$ _____ (b) due after 90 days _____ (c) past due _____
-----------	-------------------------	--

RECEIVABLE FROM: NAME AND ADDRESS	FOR WHAT	DATE OF MATURITY	HOW SECURED	AMOUNT

Have any of the above been discounted or sold? \_\_\_\_ If so, state amount, to whom, and reason \_\_\_\_\_

\_\_\_\_\_

<b>3*</b>	<b>Accounts receivable</b> from completed contracts exclusive of claims not approved for payment \$ _____
-----------	---

NAME AND ADDRESS OF OWNER	NATURE OF CONTRACT	AMOUNT OF CONTRACT	AMOUNT RECEIVABLE

Have any of the above been assigned, sold, or pledged? \_\_\_\_ If so, state amount, to whom and reason \_\_\_\_\_

\_\_\_\_\_

<b>4*</b>	<b>Sums earned on uncompleted contracts, as shown by engineer's or architect's estimate:</b> (a) Amount receivable after deducting retainage _____ \$ _____ (b) Retainage to date due upon completion of contract _____
-----------	---

DESIGNATION OF CONTRACT AND NAME AND ADDRESS OF OWNER	AMOUNT OF CONTRACT	AMOUNT EARNED	AMOUNT RECEIVED	RETAINAGE AMOUNT	AMOUNT EXCLUSIVE OF RETAINAGE
				WHEN DUE	

Have any of the above been sold, assigned, or pledged? \_\_\_\_ If so, state amount, to whom, and reason \_\_\_\_\_

\*List separately each item amounting to 10 percent or more of the total and combine the remainder.

# DETAILS RELATIVE TO ASSETS (continued)

<b>5*</b>	<b>Accounts receivable not from construction contracts</b> _____ \$ _____
-----------	---

RECEIVABLE: NAME AND ADDRESS	FOR WHAT	WHEN DUE	AMOUNT

What amount, if any, is past due \_\_\_\_\_ \$ \_\_\_\_\_

<b>6</b>	<b>Deposits with bids or otherwise as guarantees</b> _____ \$ _____
----------	---

DEPOSITED WITH: NAME AND ADDRESS	FOR WHAT	WHEN RECOVERABLE	AMOUNT

<b>7</b>	<b>Interest accrued on loans, securities, etc.</b> _____ \$ _____
----------	---

ON WHAT ACCRUED	TO BE PAID WHEN	AMOUNT

<b>8*</b>	<b>Real estate</b> (a) Used for business purposes _____ \$ _____ <b>Book value</b> (b) Not used for business purposes _____ \$ _____
-----------	---

DESCRIPTION OF PROPERTY	IMPROVEMENTS		TOTAL BOOK VALUE
	NATURE OF IMPROVEMENTS	BOOK VALUE	
1.			
2.			
3.			
4.			
5.			
6.			
7.			

LOCATION	HELD IN WHOSE NAME	ASSESSED VALUE	AMOUNT OF ENCUMBERANCES
1.			
2.			
3.			
4.			
5.			
6.			
7.			

\* List separately each item amounting to 10 percent or more of the total and combine the remainder.

**DETAILS RELATIVE TO ASSETS (continued)**

<b>9</b>	<b>Stocks and bonds</b>	(a) Listed - - present market value _____ \$ _____ (b) Unlisted - - present value _____
----------	-------------------------	--

DESCRIPTION	ISSUING COMPANY	LAST INT. OR DIV PAID DATE	%	PAR VALUE	PRESENT MARKET VALUE	QUAN- TITY	AMOUNT
1.							
2.							
3.							
4.							
5.							
6.							
7.							

  

WHO HAS POSSESSION	IF ANY ARE PLEDGED OR IN ESCROW, STATE FOR WHOM AND REASON	AMOUNT PLEDGED OR IN ESCROW
1.		
2.		
3.		
4.		
5.		
6.		
7.		

<b>10</b>	<b>Materials in stock and not included in Item 4, Assets:</b> (a) For use on uncompleted contracts (present value) _____ \$ _____ (b) Other materials (present value) _____
-----------	---

DESCRIPTION OF MATERIAL	QUANTITY	PRESENT VALUE	
		FOR UNCOM- PLETED CONTRACTS	OTHER MATERIALS

<b>11</b>	<b>Equipment at book value</b> _____ \$ _____
-----------	---

QUAN- TITY	DESCRIPTION AND CAPACITY OF ITEMS	AGE OF ITEMS	PURCHASE PRICE	DEPRECIATION CHARGED OFF	BOOK VALUE

Are there any liens against the above? \_\_\_\_\_ If so, state total amount \_\_\_\_\_ \$ \_\_\_\_\_

\* If two or more items are lumped above, give the sum of their ages.

**DETAILS RELATIVE TO ASSETS (continued)**

<b>12</b>	<b>Furniture and fixtures at book value</b> _____ \$ _____
<b>13</b>	<b>Other Assets</b> _____ \$ _____

DESCRIPTION	AMOUNT
<b>TOTAL ASSETS \$</b>	

**DETAILS RELATIVE TO LIABILITIES**

<b>1</b>	<b>Notes payable</b> (a) To banks, regular _____ \$ _____ (b) To banks for certified checks _____ (c) To others for equipment obligations _____ (d) To others exclusive of equipment obligations _____
----------	---

TO WHOM: NAME AND ADDRESS	WHAT SECURITY	WHEN DUE	AMOUNT

<b>2</b>	<b>Accounts payable</b> (a) Not past due _____ \$ _____ (b) Past Due _____
----------	---

TO WHOM: NAME AND ADDRESS	FOR WHAT	DATE PAYABLE	AMOUNT

<b>3</b>	<b>Real estate encumbrances (see Item 8, Assets)</b> _____ \$ _____
----------	---

<b>4</b>	<b>Other liabilities</b> _____ \$ _____
----------	---

DESCRIPTION	AMOUNT

<b>5</b>	<b>Reserves</b> _____ \$ _____
----------	--------------------------------

INTEREST	INSURANCE	BLDGS. & FIXT.	PLANT DEPR.	TAXES	BAD DEBTS		
\$	\$	\$	\$	\$	\$	\$	\$

<b>6</b>	<b>Capital stock paid up</b> (a) Common _____ \$ _____ (b) Preferred _____
----------	---

<b>7</b>	<b>Surplus</b> _____ \$ _____
----------	-------------------------------

<b>TOTAL LIABILITIES \$</b>	
-----------------------------	--

**If a corporation, answer this:**

Amount for which incorporated \_\_\_\_\_ \$ \_\_\_\_\_

Capital paid in cash \_\_\_\_\_ \$ \_\_\_\_\_

When incorporated \_\_\_\_\_

In what state \_\_\_\_\_

Names and titles of all persons having authority to execute and receipt estimate vouchers and to conduct other business for the corporation, including its officers, the signatures of whom are legally binding.

Do you have necessary "certificate of existence" (or certificate of authorization for a foreign corporation) to transact corporate business in this state, under the terms of Public Law 149, Acts of 1986, and acts amendatory thereto? \_\_\_\_\_

**If a co-partnership answer this:**

Date of organization \_\_\_\_\_

State whether co-partnership is general, limited or association \_\_\_\_\_

Give the names, addresses and proportional interests of all parties:

Name	Address	Share
		\$
		\$
		\$
		\$
		\$
		\$

The name of the partnership firm under which the above partners are operating is \_\_\_\_\_

Give names and titles of all having authority to execute and receipt estimate vouchers and to conduct other business for the partnership, the signatures of whom are legally binding.

The undersigned hereby declares that the foregoing is a true statement of the financial condition of the individual, co-partnership, or corporation herein first named, as of the date herein first given; that this statement is for the express purpose of inducing the party to whom it is submitted to award the submitter a contract; and that any depository, vendor or other agency herein named is hereby authorized to supply such party with any information necessary to verify this statement.

Affidavit for Individual

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

GEN 03/22

BID-26

COUNTY OF \_\_\_\_\_ SS:

\_\_\_\_\_ being duly sworn, deposes and says that the foregoing financial statement, taken from his books, is a true and accurate statement of his financial condition as of the date thereof and that the answers to the foregoing interrogatories are true.

Subscribed and sworn to before me this \_\_\_\_\_

(Applicant must sign here)

\_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_

Notary Public

Affidavit for Co-Partnership

STATE OF \_\_\_\_\_ }  
COUNTY OF \_\_\_\_\_ } SS:

\_\_\_\_\_ being duly sworn, deposes and says that he is a member of the firm of \_\_\_\_\_; that he is familiar with the books of the said firm showing its financial condition; that the foregoing financial statement, taken from the books of said firm, is a true and accurate statement of the financial condition of the said firm as of the date thereof and that the answer to the foregoing interrogatories are true.

Subscribed and sworn to before me this \_\_\_\_\_

(Member of firm must sign here)

\_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_

Notary Public

Affidavit for Corporation

STATE OF \_\_\_\_\_ }  
COUNTY OF \_\_\_\_\_ } SS:

\_\_\_\_\_ being duly sworn, deposes and says that he is \_\_\_\_\_ of the \_\_\_\_\_, corporation described in and which executed the foregoing statement; that he is familiar with the books of the said corporation showing its financial condition; that the foregoing financial statement, taken from the books of the said corporation, is a true and accurate statement of the financial condition of said corporation as of the date thereof and that the answers to the foregoing interrogatories are true.

Subscribed and sworn to before me this \_\_\_\_\_

(Officer must sign here)

\_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_

Notary Public

**POST BID SUBMITTAL**  
**SEE ITB SECTION 6.5**  
**Application for MBE/WBE/VBE/DOBE PROGRAM WAIVER**

Pursuant to the Consolidated City of Indianapolis' Instructions to Bidders Section 9.3 and Part 6, this application for a (check one or both of the following) ☐ MBE ☐ WBE ☐ VBE ☐ DOBE program waiver is hereby submitted for the Project/Contract listed below by Bidder/Applicant (hereinafter Bidder). (Use additional sheets if necessary.)

Date of Application: \_\_\_\_\_ Project/Contract Number: \_\_\_\_\_  
 Project/Contract Name: \_\_\_\_\_ Bidder: \_\_\_\_\_  
 Contact name: \_\_\_\_\_ Phone: \_\_\_\_\_  
 Address: \_\_\_\_\_ E-Mail: \_\_\_\_\_

In attempting to meet the project goal Bidder made the following good faith efforts for the purpose of fulfilling that goal **(Check all that apply)**. Minimum score required to establish "good faith" effort is 70 points.

<u>Item:</u>	<u>Weighting</u>	<u>Score</u>
1. Bidder (check one of the following) <input type="checkbox"/> did <input type="checkbox"/> did not attend all pre-bid or pre-solicitation meetings held by the City to inform MBEs, WBEs, VBEs, and DOBEs of contracting opportunities.	10	_____
<input type="checkbox"/> 2. Bidder placed advertisements in search of prospective MBEs/WBEs/VBE and DOBEs for the contract. Provide all such advertisements, including e-mail "send-to" section, if used.	10	_____
<input type="checkbox"/> 3. Bidder provided written notifications to MBEs/WBEs/VBEs/DOBEs notifying them of contracting opportunities in sufficient time to allow them to participate and to minority business assistance agencies for the purpose of locating prospective MBEs, WBEs, VBEs, and DOBEs for the contract. Bidder's written notification to the Office of the Mayor's Business Development Program for assistance in locating MBEs, WBEs, VBEs, and DOBEs must also be documented. Provide all such documents.	20	_____
<input type="checkbox"/> 4. Bidder made the following efforts to select portions of the work to be performed by MBE/WBE/VBEs/DOBEs in order to increase the likelihood of achieving the stated goals, including the division of contracts into economically feasible units/parcels to facilitate participation _____ _____	10	_____
<input type="checkbox"/> 5. Bidder contacted and/or negotiated with MBEs/WBEs/VBEs/DOBEs for specific sub-bids and/or partnerships. Please include a description of the information provided to MBE/WBE/VBEs/DOBEs regarding the plans and specifications for portions of the work to be performed and a statement of why prospective agreements with MBE/WBE/VBEs/DOBEs were not reached. Provide detailed documentation of such contacts/ negotiations.	15	_____
<input type="checkbox"/> 6. If the bidder rejected any MBE/WBE/VBE/DOBE firm(s) as unqualified, submit the reason(s) for this conclusion.	10	_____
<input type="checkbox"/> 7. Bidder provided the following technical assistance to MBEs/WBEs/VBEs/DOBEs in an effort to obtain MBE/WBE/VBE/DOBE participation, such as obtaining bonding, insurance, or a needed line of credit for the project, in an effort to obtain MBE/WBE/VBE/DOBE participation. Provide detailed documentation of such assistance.	15	_____
<input type="checkbox"/> 8. Provided interested MBE/WBE/VBE/DOBE certified to perform the solicited work with prompt _____	10	_____

- ☐ 9. **access to the plans, specifications, scope of work and requirements of the contract**  
**Follow-up to initial solicitations. Provide copy of all e-mails and call logs.** 10 \_\_\_\_\_
- ☐ 10. **Has project joint venture agreement for this contract with a MBE/WBE/VBE/DOBE business or is a joint venture certified with the City as an MBE/WBE/VBE/DOBE business. MBE/WBE.VBE/DOBE minimum participation shall be 30% or greater (or as may be designated by OMWBD for this contract).** 15 \_\_\_\_\_
- ☐ 11. **Has a Mentor-Protégé Agreement with a MBE/WBE/VBE/DOBE business for this contract. MBE/WBE.VBE/DOBE minimum participation shall be 30% or greater (or as may be designated by OMWBD for this contract).** 10 \_\_\_\_\_

**TOTAL POINTS:** \_\_\_\_\_

**YOU MUST SUBMIT YOUR SUPPORTING DOCUMENTATION WITHIN 3 BUSINESS DAYS OF NOTIFICATION OF AWARD.**

**Bidder certifies that all information contained herein and attached hereto is true and accurate and that all good faith efforts were made by Bidder for the purpose of fulfilling the contract goals. Failure to sign this form will result in the bid being determined non-responsive.**

**Bidder's Signature:** \_\_\_\_\_

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

**Title:** \_\_\_\_\_

For Office of Minority & Women Business Development use only.

- ☐ Contract offers no opportunity to utilize subcontractors/suppliers.  
☐ No MBE/WBE/VBE/DOBEs are certified in the category codes for which there are subcontractor/supplier opportunities.

This Application for Program Waiver is:

- ☐ Not Approved ☐ Approved
- ☐ Approved subject to the following conditions/restrictions: \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

\_\_\_\_\_  
 Director  
 Office of Minority & Women Business Development



NAME OF FIRM \_\_\_\_\_ DATE \_\_\_\_\_

ADDRESS \_\_\_\_\_

CITY OF INDIANAPOLIS  
EQUAL OPPORTUNITY COMPLIANCE

**PART I**

Bidders participating in contractual or purchasing opportunities offered by the Consolidated City of Indianapolis are subject to compliance with the provisions of Ordinance 581-101 and Executive Order #1, Mayor of Indianapolis, February 27, 1987. Filing of Attachment A and B, which are a part of this form, at the beginning of each calendar year, will relieve the Bidder of the requirement to submit it with each bid, providing the Bidder has complied with Executive Order #1, 1987, and with all Federal, State and City Equal Opportunity provisions. A letter of compliance shall be issued by the City (Office of Minority & Women Business Development OMWBD). The Bidders must attach a copy of such letter, for the current year, to each and every bid. Completion of this form does not service as an Affirmative Action Plan.

“It is the policy of this Administration to strongly encourage efforts to increase opportunities for minority-owned business enterprises and for women-owned business enterprises to do business with the City of Indianapolis”; and  
“It is the goal of this Administration to achieve significant utilization of minority owned business enterprises in the purchasing of goods and services for the City in at least a dollar amount equal to fifteen percent (15%) of the annual amount spent by the City of Indianapolis for construction, goods and supplies and professional services”; and  
“It is the goal of this Administration to achieve significant utilization of women-owned business enterprises in the purchasing of goods and services for the City in at least a dollar amount equal to eight percent (8%) of the annual amount spent by the City of Indianapolis for construction, goods and supplies and professional services”; and  
“It is the goal of this Administration to achieve significant utilization of veteran-owned business enterprises in the purchasing of goods and services for the City in at least a dollar amount equal to three percent (3%) of the annual amount spent by the City of Indianapolis for construction, goods and supplies and professional services”; and  
“It is the goal of this Administration to achieve significant utilization of disability-owned business enterprises in the purchasing of goods and services for the City in at least a dollar amount equal to one percent (1%) of the annual amount spent by the City of Indianapolis for construction, goods, and supplies and professional services”; and  
“The successful implementation of this policy requires the participation and cooperation of all Departments and Divisions of the City of Indianapolis. See Executive Orders #1, 1987 and #5, 2008, and Municipal Ordinance 581-101.”

**PART II**

The following standards and procedures are hereby created to ensure compliance with the President’s Executive Order #11246 and the Mayor’s Executive Orders #1, 1987 and #5, 2008:

- (1.) Except as provided in (2) of this Part, all contracts, purchase orders, leases and bids awarded by the Purchasing Division of the Controller’s Office in excess of an annual aggregate amount of Twenty-Five Thousand Dollars (\$25,000) including but not limited to construction, materials and supplies, services, professional services, concessions and franchises, are required to execute the following covenant:

“Contractor certifies for itself and all its subcontractors compliance with existing laws of the City of Indianapolis, State of Indiana and the United States regarding (a) prohibition of discrimination in employment practices on the basis of race, sex, disability, religion, national origin, age, sexual orientation, gender identity, disabled veteran status and United States military service veteran status; and (b) the utilization of Minority, Women, Veteran, and Disability-owned Business Enterprises. Contractor further certifies that it (a) has formulated its own Affirmative Action Plan for the recruitment, training and employment of minorities and women, including goals and timetables; and (b) strongly encourages the use of small businesses, minority-owned businesses, women-owned businesses, veteran-owned business, and disability-owned businesses in its operation.”

\_\_\_\_\_  
Signature of Company Official

\_\_\_\_\_  
Title of Official

If the contractor is bidding on a City contract, a copy of this covenant and the contractor’s Affirmative Action Plan must be submitted with the bid package. Any Affirmative Action Plan submitted to OMWBD must be approved by OMWBD. Failure to comply will result in the bid being non-responsive.

- (2.) Signatories to the Indianapolis Plan may submit documentation of their affiliation with the Indianapolis Plan as their Affirmative Action Plan, provided the Indianapolis Plan includes total workforce analysis and goals and timetables. Those contractors having less than fifteen (15) employees are not required to submit an Affirmative Action Plan to OMWBD; however, any such contractor must submit an Affirmative Action policy statement, and they may be investigated by OMWBD to see what commitment, if any, they have made to the goals and principles of Equal Employment Opportunity and Affirmative Action.
- (3.) In addition, all Bidders for contracts funded in whole or in part with federal monies shall fully comply with the United States Department of Labor "Model Federal EEO Bid Condition," as set forth in 41 Federal Register 32482, August 3, 1976, and attached to the invitation to bid, including President's Executive Order #11246, as amended, and all implementing rules and regulations thereunder.
- (4.) City-County contracts shall include the following provisions for determining non-compliance with the non-discrimination requirements of this order:

#### **Non-Compliance Procedure**

After a determination by the Office of Minority & Women Business Development (OMWBD) that the Contractor has failed to comply with the terms of the Mayor's Executive Order #1, 1987; Mayor's Executive Order #5, 2008; President's Executive Order #11246; Revised Code of Indianapolis and Marion County, Chapter 581; or, the applicable wage rate while operating under a City-County contract, or has been adjudged in violation of any applicable State or Federal law, OMWBD shall serve written notice of such non-compliance on the Contractor or his/her representative(s). The Contractor shall be responsible for notifying any subcontractor or supplier who is not in compliance.

Upon request by OMWBD, the Contractor determined to be in non-compliance shall meet with the Compliance Manager within five (5) working days of the written notice in order to determine a method of correcting the deficiencies and the time period within which such remedy shall be effected. If the remedy is not agreed upon within five (5) working days of the required notice, the Compliance Manager shall prescribe the remedy by which deficiencies shall be corrected and notify the Contractor in writing of such determination. If the contractor does not correct the deficiencies in the manner prescribed by OMWBD within thirty (30) calendar days, the City may impose one or more of the following sanctions.

- a. Cancel, terminate, suspend, or cause to be cancelled, terminated, or suspended, any contract, or any portion or portions thereof, including but not limited to withholding any progress payment or any other monies payable or due under the contract, for failure of the Contractor or subcontractor to comply with the provision of these Executive Orders.
- b. Reserve the right to review further contracts, or extensions or other modifications of existing contracts, with any non-complying Contractor to ascertain whether or not the Contractor has satisfied the standards and procedures as established by the OMWBD; and, that the Contractor has established and will implement personnel and employment policies that comply with the provisions of these Executive Orders and requirements.
- c. Placement on a list of contractors and vendors who have failed to comply (determined in accordance with the non-compliance procedure prescribed by the Utilization Plan) with the equal opportunity provisions of City contracts and purchasing policies. Contractors and vendors included on this list shall be denied City business opportunities for which bids are not required or solicited, until such time as the contractor or vendor demonstrates the ability to become compliant pursuant to the Utilization Plan. This list shall be distributed to the Directors of all city Departments and to the Office of the Mayor as prescribed by the Utilization Plan.

#### **PART III**

The City-County will award any contract for public work or improvements to the lowest, responsive Bidder. It is the policy of this Administration to acknowledge the fact that the lowest Bid will not always be a responsible and responsive Bid. In recognition of this fact and in furtherance of the City-County commitment to training, and employment of minorities, women, veterans, and individuals with a disability, the City-County will consider the costs of training and percentage of minority, women, veterans utilization, and individuals with a disability in its determination of "responsible and responsive."

## ATTACHMENT “A” EMPLOYMENT DATA

Please note that this data may be obtained by visual survey or post-employment records. Neither visual surveys nor post-employment records are prohibited by any Federal, State or local law. All specified data is required to be filled in by law.

**Does the Bidder currently employ any of the following:** \_\_\_ racial minorities \_\_\_ women \_\_\_ Veterans / Vietnam \_\_\_ Individuals with a disability \_\_\_ age 40-70

**What is the weekly average number of employees in the past 12 months.** \_\_\_\_\_

**How many employees were terminated in the past 12 months.** \_\_\_\_\_

**How many new hires have been made in the past 12 months.** \_\_\_\_\_

	ALL EMPLOYEES			MINORITY GROUP EMPLOYEES									
JOB CATEGORIES	TOTAL MALE & FEMALE	MALE	FEMALE	MALE					FEMALE				
				BLACK	ASIAN	AMERICAN INDIAN	HISPANIC	WHITE	BLACK	ASIAN	AMERICAN INDIAN	HISPANIC	WHITE
Officials, Managers & Supervisors													
Professionals													
Technicians													
Office and Clerical													
Craftsmen (Skilled)													
Operatives (Semi-Skilled)													
Laborers (Unskilled)													
Service Workers													
Apprentices													
TOTAL													
Total Employment from previous report (if any)													

### DESCRIPTION OF OCCUPATIONAL CATEGORIES

**OFFICIALS, MANAGERS & SUPERVISORS** – Occupations requiring administrative personnel who set broad policies, exercise over- all responsibility for execution of these policies, and direct individual departments or special phases of a firm's operations. Includes: officials, executives, middle management, plant managers, department managers and superintendents, salaried foremen who are members of management, purchasing agents and buyers, and kindred workers.

**PROFESSIONALS** – Occupations requiring either college graduation or experience of such kind and amount as to provide a comparable background. Includes: accounts and auditors, airplane pilots and navigators, architects, artists, chemists designers, dietitians, editors, engineers, lawyers, librarians, mathematicians, natural scientists, personnel and labor relations workers, physical scientist, physicians, social scientists, teachers and kindred workers.

**TECHNICIAN** – Occupations requiring a combination of basic scientific knowledge and manual skill, which can be obtained through about 2 years of post high school education, such as is offered in many technical institutes and junior colleges, or through equivalent on-the-job training. Includes: draftsmen, engineering aids, junior engineers, mathematical aides, nurses, photographers, radio operators, scientific assistants, surveyors, technical illustrators, technicians (medical, dental, electronic physical sciences), and kindred workers.

**SALES WORKERS** – Occupations engaging wholly or primarily in direct selling. Includes: advertising agents and salesmen, insurance agents and brokers, real estate agents and brokers, stock and bond salesmen, demonstrators, salesmen and sales clerks, and kindred workers.

**OFFICE AND CLERICAL** – Includes al clerical-type work regardless of level of difficulty, where the activities are predominately nonmanual though some manual work not directly involved with altering or transporting the products is included. Includes: bookkeepers, cashiers, collectors (bills and account), messengers and office boys, office machine operators, shipping and receiving clerks, stenographers, typists and secretaries, telegraphs and telephone operators, and kindred workers.

**CRAFTSMEN (SKILLED)** – Manual workers of relatively high skill level having a thorough and comprehensive knowledge of the processes involved in their work. Exercise considerable independent judgement and usually receive an extensive period of training. Includes: the building trades, hourly paid foremen and leadmen who are not members of management, mechanics and repairmen, skilled machining occupations, compositors and typesetters, electricians, engravers, job setters (metal), motion picture projectionists , pattern and modern makers, stationary engineers, tailors and tailoresses, and kindred workers.

**OPERATIVES (SEMI-SKILLED)** – Workers who operate machine or processing equipment or perform other factory-type duties of intermediate skill level which can be mastered in a few weeks and require only limited training.

**LABORERS (UNSKILLED)** – Workers in manual occupations which generally require no special training. Perform elementary duties that may be learned in a few days and require the applications of little or no independent judgment. Includes: garage laborers, car washers and greasers, gardeners (except farm) and groundskeepers, longshoremen and stevedores, lumbermen, craftsmen and wood choppers, laborers performing lifting, digging, mixing, loading, and pulling operations, and kindred workers.

**SERVICE WORKERS** – Workers in both protective and non-protective service occupations. Includes: attendants (hospital and other institution, professional and personal service), barbers, charwomen and cleaners, cooks (except household), counter and fountain workers, elevator operators, firemen and fire protection, guards, watchmen and doorkeepers, stewards, janitor, policemen and detectives, porters, waiters and waitresses, and kindred workers.

**APPRENTICES** – Persons employed in a program including work training and related instruction to learn a trade or craft which is traditionally considered an apprenticeship, regardless of whether the program is registered with a Federal or State agency.

Goals for female participation in each trade: 6.9%

Goals for minority participation in each trade: 12.5%

ATTACHMENT "B"  
BIDDER INFORMATION

Questions relative to the information requested should be directed to the Office of Minority & Women Business Development (OMWBD), City of Indianapolis, Suite 1260, City-County Building, 200 E. Washington Street, Indianapolis, IN 317-327-5262.

The OMWBD will use the following information in evaluating the equal opportunity practices of the Bidder. It is necessary to know the type of service or products, ownership status, employment policies, utilization of protected groups, and past performance on public Contracts.

---

Name, Address and Telephone Number of Bidder covered by this Report

---

Name, Address and Telephone Number of Principal Official or Manager

---

Name and Title of Official in Charge

---

Name of Equal Opportunity Officer and How to Contact

Service Performed

\_\_\_ Construction Contractor    \_\_\_ Supplier    \_\_\_ Service  
\_\_\_ Professional Service    \_\_\_ Lessor / Lessee    \_\_\_ Other

Ownership

\_\_\_ Corporation    \_\_\_ Company \_\_\_ Proprietorship \_\_\_ Partnership    \_\_\_ Joint Venture

Ownership is 51% or more: \_\_\_ Majority \_\_\_ Racial Minority \_\_\_ Woman-owned    \_\_\_ Other

Name of Owner(s) \_\_\_\_\_

<u>General Information</u>	<u>Yes</u> <u>No</u>	<u>Construction Contractors Only</u>	<u>Yes</u> <u>No</u>
Has the Bidder's name changed in the Past 2 years?    ___    ___		Is the Bidder a signatory in good standing with the Indianapolis Plan for Equal Employment?    ___    ___	
If yes, state former name: _____			
Has the Bidder previously received contracts or purchase orders from the Consolidated City of Indianapolis?    ___    -    ___		Is the Bidder currently party to a collective bargaining agreement?    ___    ___	
		Does the Bidder intend to utilize MBE/WBE/VBE/DOBE subcontractors/suppliers?    ___    ___	
Has the Bidder been denied a contract from any government agency due to non-compliance with Equal Opportunity requirements or classified as debarred, suspended or ineligible?    ___    ___			
If the Bidder is a minority or woman-owned business, has certification been issued by the OMWBD?    ___    ___			
Has the Bidder filed an Affirmative Action Plan with the City of Indianapolis?    ___    ___			

Certification

I certify that the information submitted on Attachment A and B of this form is accurate and complete.

---

Signature of Company Official

**ATTENTION:**

If your total number of employees is 15 or less, and your company was awarded a bid, or plans to bid on future projects, a **Policy Statement** is needed. The **Policy Statement** will establish your Company's compliance for one year.

**Note: A Policy Statement should express your Company's commitment to providing Equal Employment Opportunity without regard to race, religion, color, sex, national origin, age, sexual orientation, gender identity, ancestry, United States military service veteran status or disability.**

## SAMPLE POLICY STATEMENT LETTER

1. Must mention at the bottom or top of the page, "Equal Opportunity Employer."
2. Must keep a copy in the Company's file.

### Equal Employment Opportunity Policy

The employment policies and practices of the Company's Name are to recruit, hire, and treat employees without discrimination because of a person's race, religion, color, sex, national origin, age, or disability. Our company is committed to providing Equal Employment Opportunity with respect to hiring, termination, compensation, advancement, upgrading and promotion, and transfer.

This company seeks to ensure compliance with the Civil Rights Acts of 1964, as amended, the Federal Highway Act of 1968, the Executive Order 11246, and 11375, the Indiana Civil Rights Act, Chapter 581 of the Consolidated City of Indianapolis and Marion County Revised Code, and other Federal and State Law and Regulations pertaining to Equality of Opportunity and Affirmative Action Policies.

Our company is committed to leadership within the community, and to put forth-maximum efforts to achieve full employment and utilization of capabilities and productivity of all qualified individuals without regard to race, religion, color, national origin, age, sexual orientation, gender identity, ancestry, United States military service veteran status, or disability.

This company further recognizes that the effective application of a policy of Equal Employment Opportunity involves more than just a policy statement, and is committed to the promotion of Affirmative Action.

#### Signature

Company's Chief Official  
Name and Title

#### Signature

Company's Equal Employment Opportunity Officer  
Company's Address and Telephone Number

## SAMPLE LETTER OF INTENT TO PERFORM AS A SUBCONTRACTOR

**Instructions:** Within three (3) business days of notification by Owner, the apparent lowest responsive Bidder will be required to submit a “Letter of Intent to Perform as a Subcontractor” for each M/W/V/DOBE subcontractor listed on Bidder’s Participation Goals for Construction, Goods/Supplies, and Services.

PROJECT/CONTRACT: \_\_\_\_\_

BIDDER: \_\_\_\_\_

M/W/V/DOBE FIRM FULL LEGAL NAME: \_\_\_\_\_

The M/W/V/DOBE Firm listed below affirms that they are currently certified as a Minority, Women, Veteran or Disability Owned Business Enterprise (M/W/V/DOBE), in its appropriate category code by the City of Indianapolis; YES\_\_ NO\_\_ as a M/W/V/DOBE (Circle One) Trade of Firm : \_\_\_\_\_. The Prime Bidder hereby states its intent to utilize this M/W/V/DOBE Firm on this Project/Contract. The Prime Bidder intends to enter into a contractual agreement with the listed M/W/V/DOBE Sub-Contractor Firm who will provide the following goods/services as agreed to as a tier one sub-contractor. Sub-Contractor agrees to not then sub-contract out services for this project without expressed written advance approval of the Office of Minority & Women Business Development:

SCOPE OF WORK (What Commercial Useful Function will be provided):

ESTIMATED VALUE OF SUBCONTRACT: \$

This document shall not serve in any manner as an actual subcontract between the two parties. A separate subcontract agreement will describe in detail the contractual obligations of the Bidder and the M/W/V/DOBE Firm.

The M/W/V/DOBE Firm affirms that it will self-perform, and the Bidder affirms it intends to utilize the M/W/V/DOBE to perform, the scope of work at the subcontract value amount stated above.

\_\_\_\_\_  
Bidder Representative’s Signature

\_\_\_\_\_  
M/W/V/DOBE Representative’s Signature

\_\_\_\_\_  
Print: Name & Title

\_\_\_\_\_  
Print: Name & Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

### **Falsification of Agreement**

**Bidder’s or MBE/WBE/VBE/DOBE’s falsification or misrepresentation of this agreement as to company name, subcontract amount, and/or the scope of work performed by subcontractor will result in sanctions including assessment of penalty fines, termination of contract, and/or debarment.**

**POST-BID SUBMITTAL**

**(SEE ITB 6.1)**

**INDIANA PLAN/AFFIRMATIVE ACTION CERTIFICATION**

**(Bidders with more than 15 employees)**

Bidders' Certifications. A Bidder will not be eligible for award of a contract under this Invitation for Bids unless such bidder has submitted as a part of its post-bid submittal the following certification, which will be deemed a part of the resulting contract:

**Bidder's Certification**

\_\_\_\_\_ (Bidder) certifies for itself and its subcontractors that:

1. They intend to use the following listed construction trades in the work under the contract:

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

2. As to those trades set forth in the preceding paragraph which are eligible for participation in the Indiana Plan, they will comply with the Indiana Plan on all construction work (both federal and non-federal) in Indiana within the scope and coverage of that Plan, those trades being:

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

3. As to the trades which are not eligible for participation in the Indiana Plan, they adopt the minimum minority manpower utilization goals and the specific affirmative action steps listed in sections 6.1 and 6.1.1 of the Instructions to Bidders, for all construction work (both federal and non-federal) in Indiana subject to these Bid Conditions, those trades being:

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

\_\_\_\_\_  
(Signature of Bidder)

\_\_\_\_\_  
Date

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

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



**POST-BID SUBMITTAL**  
**SUBCONTRACTOR/SUPPLIER PARTICIPATION**

See Section 9 of the Instruction to Bidders (ITB) for complete instructions on filling out this form.

**A. SUBCONTRACTORS AND SUPPLIERS LIST**

*Instructions to Bidders: The Bidder shall submit a completed Subcontractor/Supplier list (see below) as required in ITB 6.6.*

*The Bidder shall enter the names, the type of work to be done, and the amount, in the Subcontractors/Suppliers List for each subcontractor/supplier that the Bidder proposes to use for services that will be provided for the Project/Contract at an agreed price of **\$10,000.00** or greater, as part of the total amount bid as stated above in Part 2.*

*Bidder shall also list **ALL** MBE/WBE/VBE/DOBE to be utilized for the Project/Contract, including their amount, regardless of the amount. Any MBE/WBE/VBE/DOBE subcontractors/suppliers shall be identified as such in the righthand column. Bidder shall indicate below if the subcontractor/supplier has multiple certifications. Failure to list all required Subcontractors/Suppliers, required MBE/WBE/VBE/DOBE information, and required pricing may result in Bid being deemed non-responsive.*

*Only one subcontractor/supplier shall be listed for each line. Upon award of a contract, the named subcontractors/suppliers shall be contracted to perform the work, unless changes are specifically authorized by the Owner. Failure to furnish all information requested may render the bid non-responsive if it is determined that such omission materially affords the Bidder a substantial advantage over other Bidders.*

*Except as otherwise specifically stated by the Bidder in this Part, omission of any names of subcontractors/suppliers herein shall constitute an affirmative representation and statement that the Bidder proposes to use its own work force for that portion of the Contract.*

*Bidder's attention is directed to paragraphs 6.8, 6.9, and 6.11 of the City of Indianapolis Standard General Conditions for Construction Contracts as they relate to use of subcontractors/suppliers.*

(Check one if applicable)

Full Subcontractor Name	Description of Work	Amount	MBE	WBE	VBE	DOBE
		\$				
		\$				
		\$				
		\$				
		\$				
		\$				
		\$				

  

Full Supplier Name	Description of Work	Amount	MBE	WBE	VBE	DOBE
		\$				
		\$				
		\$				
		\$				
		\$				
		\$				
		\$				

(please duplicate and use this form, if additional sheets are necessary)

**POST-BID SUBMITTAL**  
**MANUFACTURERS LIST**

**Instructions to Bidders:**

*The Bidder shall enter, in the spaces provided below, the name of the manufacturer for ALL material and equipment listed below, to be incorporated into the Work.*

***Failure to furnish all information for each listed material or equipment item(s) may render the bid non-responsive.***

*Preliminary acceptance of equipment listed by the manufacturer's name shall not in any way constitute a waiver of the Drawing and Specification requirements covering such equipment. Acceptance will be based on full conformity with the Drawings and Specifications covering the equipment.*

*The information submitted on this Post-Bid-5 page does not alleviate the Bidder from submitting the required Subcontractor/Supplier Information on the Post-Bid-4 page.*

**Material/Equipment**

**Manufacturer**

_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

**POST BID SUBMITTAL**  
**E-VERIFY DOCUMENTATION**  
**SEE ITB SECTION 6.8**

Pursuant to Indiana Code 22-5-1.7-11.1 the Contractor shall provide documentation that it has enrolled and is participating in the E-Verify program. 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.

**POST BID SUBMITTAL**  
**ELIGIBILITY TO DO BUSINESS**  
**SEE ITB SECTION 6.9**

Pursuant to Revised Code of the Consolidated City of Indianapolis and Marion County Sec. 261-408 (a)(1), the Bidder shall submit a copy of a print-out of the Indiana Secretary of State's online records for the bidder dated within sixty (60) days of the submission showing that the Bidder is in existence, is current with the Secretary of State's Business Entity Reports, and is eligible for a certificate of good standing. This does not apply to Bidders who are individuals, sole proprietors, or partnerships.

**POST BID SUBMITTAL**  
**APPRENTICESHIP AND TRAINING**  
**SEE ITB SECTION 6.10**

Pursuant to Revised Code of the Consolidated City of Indianapolis and Marion County Sec. 261-408 (a)(5), the Bidder shall submit evidence of participation in apprenticeship and training programs, applicable to the work to be performed on the project, which are approved by and registered with the United States Department of Labor's Office of Apprenticeship, or its successor organization.

**POST BID SUBMITTAL**  
**PROJECT MANAGERS**  
**SEE ITB SECTION 6.11**

Pursuant to Revised Code of the Consolidated City of Indianapolis and Marion County Sec. 261-408 (a)(7), the Bidder shall submit a list of the names and descriptions of relevant management experience of each of the bidder's project managers and superintendents that the Bidder intends to assign to work on the project.

**POST BID SUBMITTAL**  
**LICENSURE**  
**SEE ITB SECTION 6.12**

Pursuant to Revised Code of the Consolidated City of Indianapolis and Marion County Sec. 261-408 (a)(8), the Bidder shall submit proof of any appropriate professional or trade licenses held by the Bidder and its management personnel required by law for any trade or specialty area in which the Bidder is seeking a contract award. The Bidder shall also disclose any letters of suspension or revocation issued in the previous five (5) years of any such license held by the company, or of any director, officer, or manager of the Bidder.

**POST BID SUBMITTAL**  
**SURETY**  
**SEE ITB SECTION 6.13**

Pursuant to Revised Code of the Consolidated City of Indianapolis and Marion County Sec. 261-408 (a)(9), The Bidder shall submit evidence of utilization of a surety company listed as an approved surety by the United States Department of the Treasury.



**POST BID SUBMITTAL**  
**BIDDER QUALIFICATION**  
**SEE ITB SECTION 6.14**

Pursuant to Revised Code of the Consolidated City of Indianapolis and Marion County Sec. 261-408 (a)(11), the Bidder shall submit evidence that it and all relevant subcontractors have been qualified under IC 4-13.6-4 or IC 8-23-10 if the contract is estimated to be at least \$300,000.00.

**BID BOND**  
**Consolidated City of Indianapolis**

*Instructions to Bidders*

*Bidders may use this form or other form containing the same material conditions and provisions as approved in advance by Owner/Obligee.*

*Bidder/Surety must attach a signed, certified and effective dated copy of the Power of Attorney or Attorney-In-Fact establishing the authority of the person(s) signing this Bid Bond on behalf of the Surety.*

*Surety company executing this bond shall appear on the most current list of "Surety Companies Acceptable on Federal Bonds" as specified in the U.S. Treasury Department Circular 570, as amended, and be authorized to transact business in the State of Indiana.*

KNOW ALL MEN BY THESE PRESENTS, that the undersigned

"Bidder": \_\_\_\_\_  
and

"Surety": [Name] \_\_\_\_\_  
[Address] \_\_\_\_\_  
\_\_\_\_\_

a corporation chartered and existing under the laws of the State of \_\_\_\_\_, and authorized to do business in the State of Indiana,

are held and firmly bound unto the Consolidated City of Indianapolis, Indiana ("Owner/Obligee") in the full and just sum equal to five percent (5%) of the price stated in the Bid Proposal described below, including accepted alternates, if any, to be paid upon demand of the Owner/Obligee, together with interest at the maximum legal rate from date of demand and any attorney fees and court costs incurred by Owner/Obligee to enforce this instrument, to which payment well and truly to be made we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally and firmly by these presents.

WHEREAS, the Owner/Obligee has solicited bids for certain Work for or in furtherance of construction of public improvements described generally as

**SD-04-069 HOLLY CREEK REGIONAL DETENTION BASIN**

pursuant to plans, specifications and other "Contract Documents" included as parts of and designated by such solicitation; and

WHEREAS, the Bidder has submitted to the Owner/Obligee a Bid Proposal to perform such Work.

NOW THEREFORE: The conditions of this obligation are such that if the Bid Proposal be accepted, with or without conditions, the Bidder shall within such time thereafter as prescribed by the Contract Documents (i) fulfill all conditions of such award that remain to be fulfilled, (ii) execute a Contract in accordance with the Bid Proposal and in the form and manner required by the Contract Documents, and (iii) thereafter provide all bonds, and other documentation required by the Contract Documents to be delivered to Owner/Obligee prior to commencing Work, including without limitation a sufficient and satisfactory Performance Bond and Payment Bond payable to Owner/Obligee, each in an amount of one hundred percent (100%) of the total Contract price as awarded and in form and with surety satisfactory to said Owner/Obligee, then this obligation to be void; otherwise to be and remain in full force and virtue in law, and the Surety shall, upon failure of the Bidder to comply with any or all of the foregoing requirements within the time specified above and as prescribed by the Contract Documents, immediate pay to the Owner/Obligee, upon demand, the amount hereof, in good and lawful money of the United States of America, not as a penalty, but as liquidated damages.

IN TESTIMONY THEREOF, the Bidder and Surety have caused this instrument to be duly signed and sealed this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

***This Bid Bond shall bind the undersigned Surety whether or not also signed by the Bidder.***

“Bidder”

“Surety”

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

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

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

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