

City of South Bend  
Diversity Purchasing & Development  
2015 Annual Participation Program Report

ADMINISTRATION AND FINANCE DEPARTMENT

JANUARY 20, 2016

*City of South Bend 2015 Annual Diversity Purchasing Report*

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*City of South Bend 2015 Annual Diversity Purchasing Report*

**2015 DIVERSITY PURCHASING ACTIVITY**

**EXECUTIVE SUMMARY**

This 2015 Annual Participation Program Report is filed January 20, 2016 with the City of South Bend Common Council, with copies submitted to Mayor Pete Buttigieg, the City Controller and the M/WBE Utilization Board in conformance with the City's Minority and Women Business Enterprise Diversity Development Program, established by Ordinance No. 10081-11 and adopted April 23, 2011.

The Diversity Development Program, in its fifth year of operation, has continued to work towards building a strong and sustainable purchasing program that continually provides equal opportunities and inclusion to local and regional M/WBE Business Enterprises. The Diversity Utilization Board along with the Administration and Finance team are the two groups primarily accountable for the operation and management of the program; thus, activities as mandated by the ordinance are included in this report.

**DIVERSITY PURCHASING ACTIVITY**

- Scheduled meetings with City of South Bend Fiscal Officers and purchasing representatives to review the Ordinance and purchasing policies.
- Developed and distributed Quarterly Diversity Newsletters.
- Developed a methodology to gather and report data regarding the inclusion and awards given to M/WBEs in the every-day purchasing processes. This data will assist the City in analyzing its business practices with M/WBEs.

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- Partnered with Notre Dame University School of Business to work with groups of graduate business students in marketing projects. The students developed marketing recommendations for local M/WBE's.
- In collaboration with St. Mary's College and The Indiana Department of Administration (IDOA), the City of South Bend hosted a lunch for the Annual North Central Business Conference. The Conference was held on June 10th at St. Mary's College. George King presented and displayed "How to do Business with the City of South Bend".
- Mandy Gallagher (Diversity Compliance Officer) and George King (Purchasing Manager) hosted a booth at the City's Cinco de Mayo celebration in Rum Village to meet with various business and discuss how to do business with the City and encourage the businesses to become registered thru the IDOA.
- Maintained memberships in the Indiana Minority Supplier Development Council (IMSDC) and the Women's Business Enterprise National Council (WBENC). Both organizations are dedicated to advancing the success of certified M/WBEs. They provide many resources to members, including online databases with profiles of certified minority and women owned businesses. They also are certifying agencies. Education and training resources are available.
- The Public Works Division developed and implemented Good Faith Effort terms on each Public Works Bid. Compliance with these terms are a part of the award criteria for each bid.

City of South Bend 2015 Annual Diversity Purchasing Report

Quarterly Total for 2015 –  
M/WBE

<u>Vendor Name</u>	<u>Total Amount</u>	<u>M/WBE</u>	<u>Vendor Name</u>	<u>Total Amount</u>	<u>M/WBE</u>
<b>2015-Quarter 1</b>					
CarpetService Outlet Inc.	\$270.00	WBE	Dudeck Roofing	\$17,789.00	WBE
Kabelin Ace Hardware	\$1,326.91	WBE	EmNet	\$321,262.00	WBE
SC Supply Company	\$1,397.05	WBE	Kabelin Supply	\$1,596.00	WBE
On-Site Health Solution LLC	\$74,688.00	WBE	Ritschard Brothers	\$307,562.00	WBE
Traffic Control Specialist	\$4,375.00	WBE	Valley Screen Processing	\$695.00	WBE
			Bolt Document Management	\$10,558.00	WBE
			<b>Q3 Total</b>	<b>\$659,462.00</b>	
	<b>\$82,056.96</b>				
<b>2015-Quarter 2</b>					
Bolt Document Management	\$8,000.00	WBE	Bolt Document Management	\$11,040.00	WBE
SC Supply Company	\$12,465.00	WBE	Kabelin Supply	\$2,166.00	WBE
Kabelin Ace Hardware	\$1,108.00	WBE	Valley Screen Processing	\$695.00	WBE
Dudeck Roofing	\$7,325.00	WBE	Dudeck Roofing	\$1,705.00	WBE
Stanz Food Service	\$35,091.00	WBE	McCormick Engineering	\$877.00	WBE
			Ritschard Brothers	\$312,700.00	WBE
			<b>Q4 Total</b>	<b>\$329,183.00</b>	
	<b>\$53,989.00</b>				

City of South Bend 2015 Annual Diversity Purchasing Report

M/WBE Status by Ethnic Group

IDOA Quarterly Statistics of Registered M/WBE Businesses

**MBE / WBE Supplier Status Report - Quarterly 2015**

Month	Total POs Issued		MBE/WBE Entities		Ethnic Group				
	Local Pos	Regional	MBE	WBE	AFA	AIN	APA	CAU	HIS
2015									
Quarter 1	4	7	0	5	0	0	0	5	0
Quarter 2	9	1	0	5	0	0	0	5	0
Quarter 3	9	1	1	5	0	0	0	5	1
Quarter 4	7	7	0	6	0	0	0	6	0
Total Year	29	16	1	21					
Quarter 1 - 2015 IDOA Statistics									
29 Contiguous County Vendors									
26 St Joseph Cty Vendors									
55 Total Vendors									
Quarter 2 - 2015 IDOA Statistics									
22 Contiguous County Vendors									
29 St Joseph Cty Vendors									
51 Total Vendors									
Quarter 3 - 2015 IDOA Statistics									
21 Contiguous County Vendors									
28 St Joseph Cty Vendors									
49 Total Vendors									
Quarter 4 - 2015 IDOA Statistics									
30 Contiguous County Vendors									
27 St Joseph Cty Vendors									
57 Total Vendors									

*City of South Bend 2015 Annual Diversity Purchasing Report*

Total 2015 Purchasing Statistics for the City of South Bend

Total Purchases Orders issued in 2015	4,986
Total Value (\$) Purchase Orders Issued	\$90,836,694
Total Emergency Purchases Orders Issued	34

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Summary of Section 3 Workforce Documents (See Attachment #1)

Note; At the time of this report, the attachment of Section 3 Workforce Documents had not been submitted to, or approved by H.U.D. If significant changes are required, an amended Annual Diversity Purchasing Report will be submitted documenting those changes.

Community Investment Department

Scott Ford, Director of Community Investment  
Pam Meyer, Director II (Community Development)  
Submitted by: Lory Timmer, Analyst II



*City of South Bend 2015 Annual Diversity Purchasing Report*

**Quote and Bid Solicitation/Evaluation Process**

1. Summary of Purchasing Process
2. Purchasing Matrix Guidelines
3. City of South Bend Purchasing Policy ( See Attachment #2)
4. Invitation to Quote (Boilerplate – Attachment #2a)
5. Invitation to Bid (Boilerplate Attachment #2b)

*City of South Bend 2015 Annual Diversity Purchasing Report*

**CITY OF SOUTH BEND PURCHASING PROCESS SUMMARY**

The procurement of supplies, equipment and services is governed by the City of South Bend Purchasing Policy (attached). Pricing for supplies, equipment and services is obtained according to a matrix (Bid Matrix) of the total cost. The Bid Matrix (attached) dictates the quote or bid process to be followed and the approval levels required for purchasing approval. Exceptions are made for Special Purchases as defined by Indiana Statutes. An emergency purchase is an example of a Special Purchase situation.

**1. Obtaining Quotes**

For purchases under \$74,999, quotes are obtained from vendors specified by the City of South Bend Departments requiring the respective supplies, equipment or services. The following requirements apply:

- a. Purchases between \$25,000 and \$74,999 require a formal quote process which includes the completion of the Quote Package (attached).
- b. Purchases under \$25,000 requires a simple quote process as defined in the Bid Matrix. These written quotes can be obtained thru phone requests, email request or written requests.

**2. Evaluating Quotes**

Simple quotes are first evaluated for content to assure that they represent the items or services required at the correct terms and conditions specified by the department. Simple quotes are sorted by price and awarded to lowest price.

The Formal Quotes are opened at a public Meeting by the Board governing the Department. Formal Quotes are evaluated by the City of South Bend Legal Department to assure the required forms are completed correctly. If the appropriate forms were not correct or were omitted, and/or quoting instructions were not followed, the quote is considered non-responsive. Responsible, responsive quotes are tabulated with the award given to the lowest cost.

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3. Obtaining Bids

Purchases of \$75,000 or more require a formal bid process that includes public advertising of the items or project. A sample bid package is attached.

4. Evaluating Bids

The Bids are opened at a public meeting by the Board governing the Department. Bids are evaluated by the City of South Bend Legal Department to assure the required forms are completed correctly. If the appropriate forms were not correct or were omitted, and/ or bidding instructions were not followed, the bid is considered non-responsive. Responsible, responsive bids are tabulated with the award given to the lowest cost.

City of South Bend 2015 Annual Diversity Purchasing Report

City of South Bend Purchasing Matrix

Purchase Order Dollar Value	Approvals Required	Method	Mode	Comments/Additional Requirements
Less than \$2,500	Department Approval Purchasing Approval	Preferred Vendor or Open Market	Phone, Fax, Mail	Uses Central Services/Contract Vendor/State QPA/Purchasing Cooperative/Open Market – No Competitive Quote
\$2,500 to \$9,999	Department Approval Purchasing Approval	Preferred Vendor or Informal Quote on Open Market	Phone, Fax, Mail	Uses Central Services/Contract Vendor/State QPA/Purchasing Cooperative/Open Market – w/ 2 Informal Quotes
\$10,000 to \$24,000	Department Approval Purchasing Approval	Preferred Vendor or Informal Quote on Open Market	Phone, Fax, Mail	Uses Central Services/Contract Vendor/State QPA/Purchasing Cooperative/Open Market – w/ 3 Informal Quotes
\$25,000 to \$74,999	Department Approval Purchasing Approval Approving Board	Preferred Vendor or Formal Quote (Written) Quote Process	Mailed at least Seven Days prior to Opening	Requires Minimum of Three Written Responses. Opened, Read at Public Meeting. Award by Approving Board
Special Purchase Over \$49,000	Department Approval Purchasing Approval Approving Board			Special Purchase of \$50,000 or more requires Legal Review and Board Approval
\$75,000 or More	Department Approval Purchasing Approval Approving Board	Formal Bid Process w/ Legal Review and Formal Advertising	Submitted to Clerk of Board of Public Works	Formal Bid Process Board opens Responses and Makes Final Award or Rejection.

Purchases may not be artificially divided to avoid policy thresholds.

Additional Reviews required for Capital and IT items.

All purchases are limited by budget and appropriations.

Approving Boards:

Board of Public Works

Board of Park Commissioners

Redevelopment Commission

Attachment Sheet Summary

Summary of Section 3 Workforce (Attachment #1)

City of South Bend Purchasing Policy (Attachment #2)

Invitation to Quote (Boilerplate-Attachment #2a)

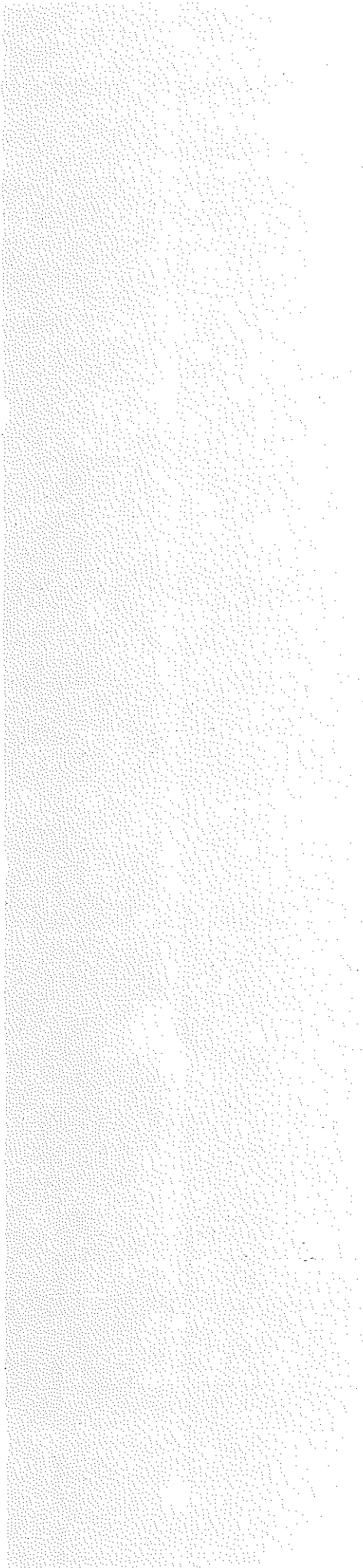
Invitation to Bid (Boilerplate-Attachment #2b)

*City of South Bend 2015 Annual Diversity Purchasing Report*

Respectfully Submitted,

George King, Purchasing Manager

January 20, 2016





Section 3 Summary Annual Reporting System - Form 60002

INSTRUCTIONS FAQs CONTACT US LOGOUT

OMB Approval No. 2529-0043 (exp. 11/30/2018)

Summary of Section 3 Compliance

New Hires Contracting Summary Compliance Certification

Agency Name: City of South Bend, Indiana

Below is a summary of your compliance with the Section 3 minimum numerical goals based upon the information submitted.

Agency Profile

Agency Name: City of South Bend, Indiana  
 Agency Street Address: 227 W. Jefferson Blvd.  
 Agency City: South Bend  
 Agency State: IN  
 Agency Zip: 46601  
 Reporting Year: 01/01/2015 through 12/31/2015  
 Program Code/Program Name: EC1 - ENTITLED CITIES  
 Total Amount Drawn Down: \$1,548,301.08  
 Total Amount of All Contracts Awarded: \$2,175,084  
 Total Amount of Section 3 Contracts Awarded: \$0

Employment Opportunities

Total Number of New Hires: 9  
 Number of Section 3 New Hires:  
 Percent: 0%

(\*The minimum numerical goal for Section 3 new hires is 30%)

Construction Opportunities

Total Amount of Construction Contracts Awarded: \$1,284,797  
 Amount of Construction Contracts Awarded To Section 3 Businesses: \$0  
 Percent: 0%  
 Number of Section 3 Businesses that Received Construction Contracts: 0

(\*The minimum numerical goal for Section 3 construction opportunities is 10%)

Non-Construction Opportunities



Total Amount of Non-Construction Contracts Awarded: \$890,287

Amount of Non-Construction Contracts Awarded To Section 3 Businesses: \$0

Percent: 0%

Number of Section 3 Businesses that Received Non-Construction Contracts : 0

(\*The minimum numerical goal for Section 3 non-construction opportunities is 3%)

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U.S. Department of Housing and Urban Development  
451 7th Street S.W., Washington, DC 20410  
Telephone: (202) 708-1112 TTY: (202) 708-1455

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Section 3 Summary Annual Reporting System - Form 60002

INSTRUCTIONS FAQs CONTACTUS LOGOUT

OMB Approval No. 2529-0043 (exp. 11/30/2018)

Summary of Best Efforts to Comply

New Hires Contracting Summary Compliance Certification

Agency Name: City of South Bend, Indiana

Best Efforts to Comply by Agency, Subrecipients or Contractors

Indicate the efforts taken to direct employment, training or contracting opportunities to Section 3 residents and businesses.

Section 3 Recruitment

Recruited Section 3 residents through: local advertising media, signs prominently displayed at the project site, contacts with community organizations and public or private agencies operating within the metropolitan area (or nonmetropolitan county) in which the Section 3 covered program or project is located, or similar methods.

Training or Employment of Section 3 Residents

Participated in a HUD program or other program which promotes the training or employment of Section 3 residents.

Promoting Section 3 Businesses

Participated in a HUD program or other program which promotes the award of contracts to businesses concerns that meet the definition of a Section 3 business concern.

Pre-Apprenticeship Programs

Coordinated with Youthbuild Programs administered in the metropolitan area in which the Section 3 covered project is located.

Efforts for achieving compliance, barriers encountered, etc.

Your agency did not meet all three minimum numerical goals for the reporting period. You must provide an explanation below.

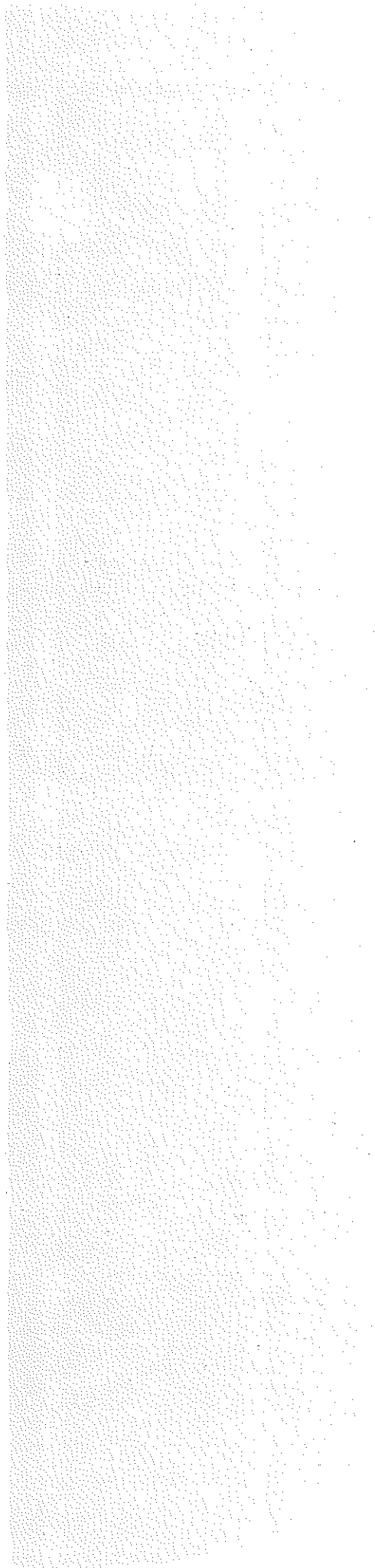
Construction contracts were awarded for major repair and rehab of homes, as well as demolition. No construction contractors needed to hire new employees as a result of these contracts. There are no Section 3 businesses that perform such work.

Previous

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U.S. Department of Housing and Urban Development
451 7th Street S.W., Washington, DC 20410
Telephone: (202) 708-1112 TTY: (202) 708-1455

v1.1



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**City of South Bend  
Administration & Finance Policy Manual**



**3.1 Purchasing Policy**

**Effective: March 1, 2010**

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**Purpose:** This policy defines the purchasing policy of the City of South Bend.

**Scope:** This statement applies to all governmental units, enterprise operations, and operations of the City of South Bend.

**Responsibility:** This policy is the responsibility of the Controller of the City of South Bend. Changes or revisions to this policy are affected only with the consent and approval of the Controller.

**Effective Date:** This policy is effective March 1, 2010.

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**1.0 Policy Statement**

The City of South Bend is a political subdivision of the State of Indiana and is governed by the State's public purchasing statutes including, but not limited to, the "Public Purchasing Law" found at Indiana Code § 5-22-1-1 *et seq.*, as amended from time-to-time. Except as otherwise noted, the Public Purchasing Law applies to all expenditures of public funds by a governmental body. In addition to the Public Purchasing Law, the City's purchasing activities are further governed by executive orders from the Mayor, local ordinances and resolutions of the Common Council, and resolutions of the Board of Public Works.

The City Controller and the City's Board of Public Works have adopted the following policies and procedures which are applicable to the purchase of goods and services in accordance with Indiana Code § 5-22-1-1 *et seq.* These policies and procedures apply to all City departments and divisions, but do not control those purchases related to a "Public Works" as defined below, which are governed separately by Indiana § 36-1-12-1 *et seq.*

**2.0 Intent and Purpose**

The intent and purpose of the policy and accompanying procedures is to enable the various departments and divisions of the City of South Bend to efficiently obtain supplies, equipment, materials, and non-professional contractual services while ensuring complete compliance with applicable Federal, State, and Local statutes, ordinances, rules, regulations and resolutions. The goals of these policies and procedures are to:

- a. Enable the City to acquire goods and services at the least possible cost while assuring a high level of quality; and

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- b. Receive such goods and services in a timely and efficient manner;
- c. Ensure fairness and equity in competitive purchasing; and
- d. Eliminate any conflict of interest, and the potential for or the appearance of improper business relationships with the City of South Bend.

**3.0 Purchase Categories**

The city has defined the following purchase categories:

Purchase Category	Definition
Direct Payment Purchase	"Direct Payment" means payment made directly to the recipient without the need of a Purchase Order, and is used for reimbursement of travel expenses, legal settlements, real estate transactions, credit card transactions, payment of taxes, payment of insurance premiums, payments for self insured benefit and workers compensation claims, unemployment compensation claims, and other payments as approved by the Controller.
Emergency Purchase	"Emergency Purchase" is a special purchase authorized where there exists a threat to public health, safety, welfare or would disrupt or seriously impair the function of a City department or essential City service.
Capital Equipment Purchase	"Capital Equipment Purchase" means tangible personal property such as vehicles, operating tools, machines, computer hardware, furniture & fixtures; and includes personal property acquired where the useful life of the property exceeds one (1) year.
Operating Supply Purchase	"Operating Supply Purchase" means tangible personal property goods and materials used in the day to day operations of the City.
Professional Service Purchase	"Professional Service" means professional accounting, architectural, engineering, legal, or other advisory services.
Service Agreement	"Service Agreement" means the furnishing of labor, time or effort by a person not involving items that are merely incidental to the required performance.

**4.0 Approval to Purchase**

4.1 A commitment to purchase may be affected by the Purchasing Agent provided that:

Funds have been properly appropriated through the approved budget or through additional spending appropriation approved by the applicable governing body, Common Council or Redevelopment Commission, and

Commitment to purchase has been approved by the appropriate department head or designee, and

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Approval to purchase has been duly authorized by the appropriate governing board, Board of Public Works, Redevelopment Commission, or Board of Park Commissioners.

Approval to purchase is defined as follows:

Purchase Category	Approval	Governing Approval
<b>Direct Payment Purchase</b>		
Travel expense	Department Head	None
Legal settlements	City Attorney / Controller	None
Real estate transactions	City Attorney / Controller	Redevelopment Commission
Credit Card transactions	Department Head	None
Taxes	Controller	None
Insurance premiums	Controller	None
Self Insured claims	Controller	None
Unemployment Compensation	Controller	None
Emergency Purchase	Purchasing Manager	None if less than \$50k, +\$50k Governing Body (post)
Capital Equipment Purchase	Department Head/Designee	None if less than \$25k, +\$25k Governing Body
Vehicles / Heavy Equipment	Department Head/Designee and Equipment Services	Board Public Works
Operating Supply Purchase	Department Head/Designee	None if less than \$25k, +\$25k Governing Body
Professional Service Purchase	Department Head/Designee	Governing Body
Service Agreement Purchase	Department Head/Designee	None. Governing Body if signature required or +\$25k

4.2 It is the responsibility of the department head and fiscal officer to control spending within budgetary levels and to initiate timely budget transfers as required.

**5.0 Purchase Requisition / Purchase Order**

Purchase requisitions are required for purchase requests for the following purchase categories:

Emergency Purchase, and  
Capital Equipment Purchase, and

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Operating Supply Purchase, and Professional Service Purchase, and Service Agreement Purchase.

Purchase Requisitions / Purchase Orders requirements apply as follows:

Direct Payment	No purchase requisition / no purchase order
Emergency Purchase	After the fact purchase requisition / purchase order
Capital Equipment Purchase	Purchase requisition / Purchase order
Operating Supply Purchase	Purchase requisition / Purchase order
Professional Service Purchase	Purchase requisition / Purchase order
Service Agreement Purchase	Purchase requisition / Purchase order

- 5.1 Authority to issue purchase orders for the City is the responsibility of the Purchasing Manager. The Purchasing Agent, or designee, is the sole city party with the authority to obligate the city and issue purchase orders.
- 5.2 The Purchasing Manager, under the direction of the Controller, may appoint designee(s) with the authority to obligate the city and issue purchase orders.
- 5.3 Purchasing Procedure 3.1.2 defines the requirements and protocol for purchase requisitions.
- 5.4 All Purchases require a Purchase Order unless a Direct Payment has been approved and authorized at the direction of the City Controller.
- 5.5 A Purchase Order will not be issued without a properly approved and fully executed requisition to support the Purchase.
- 5.6 Purchase Orders must be obtained before the purchase is made.

**6.0 Contract or Agreement**

Contracts or service agreements are required for purchase requests for the following purchase categories:

Professional Service, and Service Agreements, where the service is rendered over a defined period of time,

- 6.1 All obligations for payments by the City acting by or through any of its duly authorized offices, departments, boards, commissions or other agency of the City shall be supported by a written contract.
- 6.2 Only those officers, departments, boards, commissions or other agency of the City empowered by state statute may execute a contract on behalf of the City of South Bend. A board or commission may authorize certain person(s) to sign contracts on its behalf, but unless expressly authorized by statute, or by proper resolution, an employee may not sign a contract obligating the City. Any contract signed by an employee without express authorization is considered unauthorized, and no Purchase Order will be issued.
- 6.3 All written contracts must be reviewed by an attorney in the City's Legal Department before they are submitted to the appropriate entity for approval. Contracts in excess of \$5,000 must also

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Administration & Finance Policy Manual**

be reviewed and approved by the City Controller, and/or the Purchasing Manager before they are submitted to the appropriate entity for approval.

6.4 The City Attorney is the only person authorized by state law to employ attorneys. [IC 364-9-12; See also Common Council Resolution No. 2690-98]. No officer, department, board, commission or other agency of the City may obtain or initiate to obtain legal services without the authorization of the City Attorney.

6.5 All contracts to obtain the professional services of financial consultants must be reviewed and approval of the City Controller, and the City's Legal Department, prior to being submitted for approval by the appropriate department, board, commission or other agency of the City.

6.6 All contracts executed on behalf of the City are subject to availability of funds that have been previously appropriated. [IC 5-22-17-5].

6.7 All contracts must include the following information:

- a. The proper names of the parties (e.g. "XYZ, Inc.", "John A. Smith", "City of South Bend, Indiana");
- b. Terms and conditions that are clearly stated, and consistent throughout document, with no conflict with federal, state or local laws or regulations;
- c. The amount of payment due on the contract must be clearly stated with a detailed description as to the payment schedule, the rate of pay, if applicable, the services to be provided, with any deliverables clearly identified, and all deadlines or schedules stated as appropriate;
- d. The effective start and end dates of the contract; and
- e. Does not contain any visible personal Social Security number in the contract, or any of the attachments or exhibits.

**7.0 Purchasing Requirements for Quotes and Bids**

The following table defines the dollar value thresholds for requirements of quotations and bids from vendors.

Purchase Order \$ Value	Required Approval	Method	Mode
To \$2,500	Department Purchasing	Preferred vendor or open market. No Quotes required.	Phone, Fax, Mail
\$2,500 to \$9,999	Department Purchasing	Preferred vendor or informal open market quote. 2 Quotes required.	Phone, Fax, Mail
\$10,000 to \$24,999	Department Purchasing	Preferred vendor or informal open market quote. 3 Quotes required.	Phone, Fax, Mail



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\$25,000 to \$74,999	Department Purchasing Approval Board	Preferred vendor or formal quote process (written quote). 3 Quotes required.	Mailed 7 days prior to opening
Special Purchase Over \$49,999	Department Purchasing Approval Board	Sole Source. 1 written Quote required. Legal review required if +\$25k	Fax, Mail
\$75,000 or more	Department Purchasing Approval Board	Formal bid process.	Bid submission to Governing Board

7.1 Purchases may not be artificially divided to avoid policy thresholds.

7.2 Additional reviews required for Capital and IT purchases.

7.3 All purchases are limited by budget and appropriation approvals.

7.4 Approving / Governing Boards:

Board of Public Works (BPW)  
Board of Park Commissioners  
Redevelopment Commission

7.5 Refer to Attachment Exhibit 3.1.1 for the "City of South Bend Purchasing Policy Matrix".

**8.0 Definitions**

Defined terms, for purpose of this policy, are indicated by italicized letters in the table below, and have the following meanings, whether or not such terms are used before or after the definitions more specifically defined below:

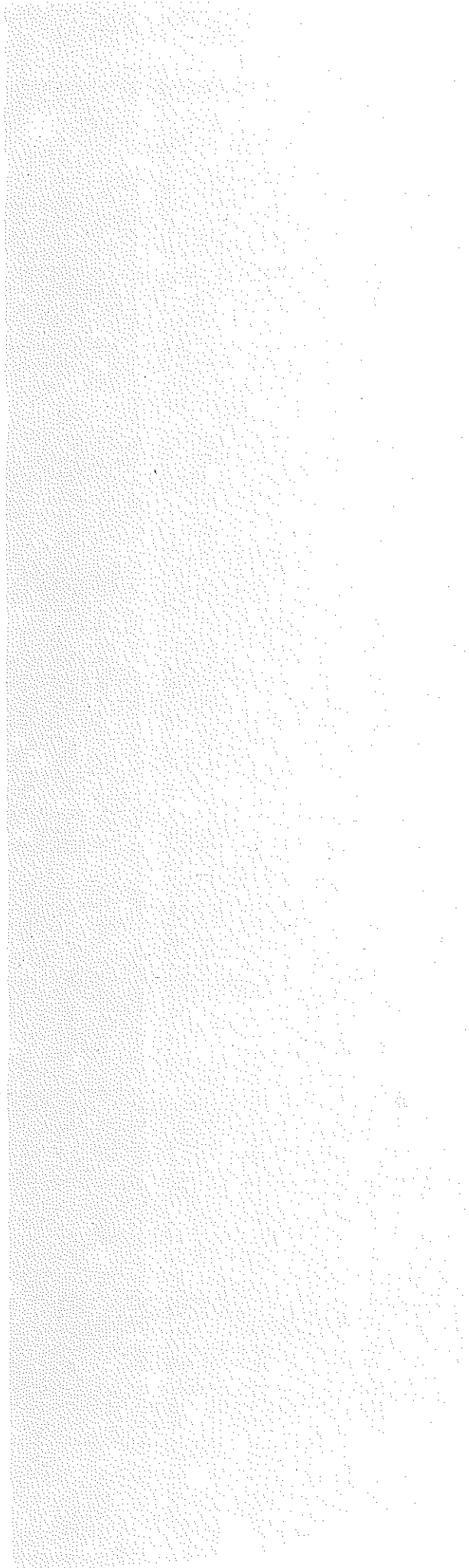
<i>Consolidated Purchase</i>	"Consolidated Purchase" means the purchase of multiple supplies or services from one (1) vendor.
<i>Contract / Agreement</i>	"Contract / Agreement" means an agreement between two or more persons or entities which creates an obligation to do or not perform a particular task.
<i>Emergency</i>	"Emergency" means a situation that could not reasonably be foreseen and that threatens the public health, welfare, or safety or is a disruption of essential services and requires immediate action.

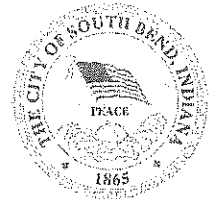
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<i>Public Work</i>	"Public Work" means the construction, reconstruction, alteration, or renovation of a public building, airport facility, or other structure that is paid for out of a public fund or out of a special assessment, and includes the construction, alteration, or repair of a highway, street, alley, bridge, sewer, drain, or other improvement that is paid for out of a public fund or out of a special assessment, and any public work leased by a political subdivision under a lease containing an option to purchase.
<i>Purchase</i>	"Purchase" means to buy, procure, rent, lease or otherwise acquire goods and services.
<i>Purchase Order</i>	"Purchase Order" is a signed, numbered document authorizing an employee to purchase goods or services, and is the result of an authorized Purchase Requisition.
<i>Purchase Requisition</i>	"Purchase Requisition" is a request to purchase goods or services that is submitted to the Purchasing Manager before a Purchase Order is authorized.
<i>Purchasing Agent</i>	"Purchasing Agent" is defined by Ind. Code 5.22-2-26 as "an individual authorized by a purchasing agency to act as an agent for the purchasing agency in the administration of the duties of the purchasing agency." The City of South Bend has authorized the City Controller, the Board of Public Works, and the Purchasing Manager as the City's "Purchasing Agents".
<i>Purchasing Manager</i>	"Purchasing Manager" is an employee of the City responsible for managing, coordinating and directing the City's purchasing activities in order to efficiently manage centralized purchasing, and he/she reports directly to the City Controller.
<i>Reverse Auction</i>	"Reverse auction" means a method of purchasing in which offers are submitted in an open and interactive environment through the Internet.
<i>Special Purchase</i>	"Special Purchase" means a Purchasing Agent may make a purchase under IC 5-22-10 without soliciting bids, quotes or proposals when there exists a special circumstance that precludes the solicitation of bids, quotes or proposals. Examples include, but not limited to: Emergency conditions, savings to a government body, auctions, data processing contracts / software license agreements, compatibility of equipment, government discounts or single source of supply.

**9.0 Policy Questions**

Questions or matters of clarification concerning any statements or definitions as contained in the policy document should be directed to the Office of the Controller.





**SCOPE OF WORK  
CITY OF SOUTH BEND**

**PROJECT NAME:** \_\_\_\_\_  
**PROJECT NO.** \_\_\_\_\_  
**QUOTES DUE** \_\_\_\_\_

**I. PROJECT DESCRIPTION**

- A. The project includes the furnishing of all equipment, material, insurance, and labor for ??? at all within the City of South Bend, IN. Work to be performed shall include ??? as specified in these documents.

**II. PREVAILING SPECIFICATIONS AND DESIGN & CONSTRUCTION STANDARDS**

- A. The City of South Bend's **PREVAILING SPECIFICATIONS**, most recent version, and **DESIGN & CONSTRUCTION STANDARDS**, most recent version, are to be used on this project.
- B. Each Quote provider is specifically instructed to become completely familiar with the most recent version of the **PREVAILING SPECIFICATIONS** and the **DESIGN & CONSTRUCTION STANDARDS** prior to submitting a quote.
- C. Wherever the **PREVAILING SPECIFICATIONS** refer to "State Specifications," it shall mean the 2014 INDOT Standard Specifications for the letting effective after September 1, 2013.
- D. These **SPECIAL PROVISIONS** will list only "Additions" or "Deletions" to the **PREVAILING SPECIFICATIONS** and are to be used only in conjunction with the **PREVAILING SPECIFICATIONS**.
- E. In the event of conflict between the **SPECIAL PROVISIONS** and the **PREVAILING SPECIFICATIONS**, the **SPECIAL PROVISIONS** will govern.

**III. TERM "OR EQUAL"**

- A. Prevailing Specifications: None
- B. Additions

- 1. Where the term "or equal" is used in these specifications, the Quote provider deviating from specified item shall file with his/her Quote a letter fully explaining and justifying his/her proposed article or equal. The City of South Bend shall be the sole judge in determining if the "or equal" offered meets the specification.

**IV. TAX EXEMPT**

- A. Prevailing Specifications: None
- B. Additions

- 1. Materials and properties purchased under contract with the Owner that becomes a permanent part of the structure or facilities constructed are not subject to the Indiana Gross Retail Tax (Sales Tax). The exemption number will be furnished to the Contractor upon award.

**V. INDEMNIFICATION**

- A. Prevailing Specifications: None
- B. Additions

- 1. Contractor agrees to indemnify, defend and hold harmless the City of South Bend, its agents, officers and employees, from all costs, losses, claims and suits, including court costs, attorney fees, and other expenses, arising from or out of the negligent performance of this Contract by Contractor,

or because of arising out of any defect in the goods, materials or equipment supplied by the Quote provider.

## VI. INSURANCE

- A. Prevailing Specifications: 2014, INDOT Standard Specifications Section 103
- B. Additions:

1. All Contractors and subcontractors doing business with the City of South Bend shall present a Certificate of Insurance showing coverage in the following minimum amount:
  - a. General Liability: Premises-Completed Operations or Products, Bodily Injury and Property Damage Combined Single Limit - \$5,000,000.
  - b. There shall be no exclusion for explosion, collapse or underground hazard.
  - c. Workmen's Compensation: Statutory State of Indiana Employer's Liability - \$100,000.
  - d. Auto Liability: Bodily Injury and Property Damage Combined Single limit - \$1,000,000.
  - e. The City of South Bend shall be named as additional insured on the Certificate of Insurance.

## VII. CONTROL OF WORK

- A. Prevailing Specifications: 2014, INDOT Standard Specifications Section 105
- B. Additions:

1. The complete responsibility for this project lies with the Director of Public Works of the City of South Bend, Indiana acting through his authorized representatives.
2. Construction Engineering - The Contractor shall provide all the necessary, qualified personnel, equipment and supplies to perform all work required under this item. There will be no direct payment for this item.
3. The contractor is responsible to maintain the site which includes but is not limited to; dust control, site security, erosion control, and protecting adjacent properties.
4. Work hours for the Project shall be from 7:00 a.m. through 6:00 p.m., Monday through Friday. No work shall be permitted on weekends, Holidays, or after hours unless approved by the City of South Bend Department of Public Works.

## VIII. LEGAL RELATIONS

- A. Prevailing Specifications: 2014, INDOT Standard Specifications Section 107w
- B. Additions:

1. The Owner, where mentioned in these documents, is the City of South Bend. The Engineer, where mentioned in these documents, is The City of South Bend.
2. The Contractor shall apply for and obtain any and all required permits for the work from local, state, and federal agencies and shall comply with permit requirements, including the St. Joseph County / City of South Bend Building Department.
3. If the Contractor awarded this contract is not a resident of Indiana, within thirty days, the Contractor shall provide the Engineer with proof that the Contractor is duly licensed, qualified and registered with the Secretary of State of Indiana to engage in business within the State of Indiana.

## IX. PROSECUTION AND PROGRESS

- A. Prevailing Specifications: 2014, INDOT Standard Specifications Sec. 108
- B. Additions:

1. The project will have a completion date of ( ) calendar days for all work. The contract time will start when the Notice to Proceed is delivered and signed.
2. The City, Engineer, and Contractor will hold a pre-construction meeting following award of the contract. The date of the Notice to Proceed will be agreed at that meeting.
3. Contractor shall provide a schedule to the Owner prior to beginning any work on the site.

## X. CHANGE OF CONTRACT TIME

- A. Prevailing Specifications: 2014, INDOT Standard Specifications Section 108
- B. Additions

1. The Contract Time may only be changed by Change Order. Any Claim for an extension in the Contract Time shall be based on written notice delivered to the Department of Public Works within seven (7) calendar days of the occurrence of the event giving rise to the claim. Notice of the extent of the claim with supporting data shall be delivered within fourteen (14) calendar days after such occurrence unless an official of the Public Works Department allows an additional period of time to ascertain more accurate data. The Contract Time will be extended in an amount equal to time lost to delays beyond the control of the Contractor if a claim is made in accordance with this provision. Such delays shall include acts of neglect by the Public Works employees, or to fires, flood, labor disputes, epidemics, abnormal weather conditions, governmental procedures, or acts of God.
2. Unless otherwise provided, the Contract time is based upon normal weather conditions. An extension is granted for weather conditions significantly more severe than normal if the Contractor demonstrates to the satisfaction of the City that the delay in the progress of the work was due to such weather. The basis to define normal weather will be the data compiled by the United States Department of Commerce, National Oceanic and Atmospheric Administration (NOAA).
3. No extension of time will be granted if the Contractor, by his/her/its own action or inaction, including fault or negligence of Contractor's subcontractors, caused the delay, or for which any remedies are provided under any other provision of this agreement.
4. The grant of an extension of time under this Section in no way constitutes a waiver by the City of any rights or remedies existing under this contract at law or in equity.

## XI. DEFAULT AND TERMINATION

- A. Prevailing Specifications: 2014, INDOT Standard Specifications Section 108
- B. Additions:

1. Events of Default shall include Contractor's failure to perform any of its obligations under this contract including failure to commence work at the time specified, failure to perform the work in accordance with these specifications, unauthorized discontinuation of the work, failure to carry out the work in a manner acceptable to the City, failure to observe Federal, State, or local laws or regulations, and failure to comply with any other term of this contract.
2. If an Event of Default occurs, the City shall provide Contractor written notice and may permit Contractor ten (10) calendar days after the date of the notice to cure the default. If the default is not cured within the ten (10) day cure period, the City may at any time thereafter terminate this contract in which case the termination shall be final and effective.
3. Upon an Event of Default, the City may invoke the following remedies in addition to those remedies provided under separate provisions of this contract, the right of set-off against any payments due or to become due to the Contractor against the retainage, the right to take over and complete the Work. If the City notifies Contractor that City is invoking its right to complete the Work, all rights that the Contractor has in order under Contractor's subcontracts are assigned to the City, subject to the City's right to take assignment of all or only selected subcontracts at the City's discretion. The sole obligation accepted by the City under such subcontracts is to pay for Work satisfactorily performed after the date of the assignment. In the event a conditional assignment has not been executed, the Contractor shall execute or cause to be executed any assignment, agreement, or other document that may be necessary in the sole opinion of legal counsel to the City's Board of Public Works to evidence compliance with this provision. The Contractor shall promptly deliver such documents upon the City's request. In the case of such assignment, unless otherwise agreed in writing, The Contractor remains liability to subcontractors for any payment already involved, and for any claim, suit or cause of action based upon or resulting from any error, omission, negligence or other breach of contract by the Contractor, its officers, employees, or agents arising prior to the date of assignment to the City.

## XII. LIQUIDATED DAMAGES

- A. Prevailing Specifications: 2014, INDOT Standard Specifications Section 108

B. Additions:

1. The contractor shall proceed with the work at such rate of progress to insure full completion within the Contract Time. It is expressly understood and agreed, by and between the Contractor and the Owner, that the Contract Time for completion of the work described herein is a reasonable time, taking into consideration the average climatic and economic conditions and other factors prevailing in the locality of the work, and excludes the time for unavoidable delays which were beyond the control and without the fault of the Contractor.
2. If the Contractor shall fail to complete the work within the Contract Time, or extension of time granted by the Owner, then the Contractor will pay to the Owner the amount for liquidated damages a sum of five hundred dollars (\$500.00) for each calendar day that the Contractor shall remain in default after the time of completion stipulated in the Contract Documents.
3. The Contractor shall not be charged with liquidated damages or any excess cost when the delay in completion of the work is due to the following and the Contractor has promptly given written notice of such delay to the Owner and Engineer/Architect.
  - a. To any preference, priority, or allocation order duly issued by the Owner.
  - b. To unforeseeable causes beyond the control and without the fault or negligence of the Contractor, including but not restricted to acts of God, acts of public enemy, acts of the Owner, acts of another Contractor in the performance of a Contract with the Owner, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and abnormal and unforeseeable weather.

**XIII. RETAINAGE AND FINAL PAYMENT**

A. Prevailing Specifications: 2014, INDOT Standard Specifications Section 109

B. Additions:

1. Payments will be made every thirty (30) calendar days
2. Consistent with provisions of IC 36-1-12-14, the Board of Public Works shall retain a percentage of payments throughout the duration of the project.
3. Before final payment and retainage are released the Contractor must satisfy the following:
  - a. All parts and labor meet requirements stated in the specifications.
  - b. Provide copies of test reports or cut sheets on all materials supplied.
  - c. Provide As-Built drawings in accordance with the City of South Bend Prevailing Specifications for Public Works.
  - d. One (1) copy of the City of South Bend Completion Affidavit and one (1) copy of a Final Waiver of Lien.

**XIV. WARRANTY**

A. Prevailing Specifications: None

B. Additions

1. All Parts shall include the following:
  - a. Performance specifications
  - b. Bill of Materials
  - c. Warranties on all parts
  - d. Installation and safety requirements

**XV. OTHER UTILITIES**

A. Prevailing Specifications: None

B. Additions:

1. The Contractor shall verify the locations of all utilities by contacting Holey Moley at 1-800-382-5544 at least two (2) working days, not counting Saturdays, Sundays or federal and state holidays before

proceeding with construction. It shall also be the Contractors responsibility to contact any other utility that is not contacted by Holey Moley and verify the utility locations.

2. The Contractor shall be responsible for working with the other utilities, i.e., gas electric, telephone, etc. in order to assure that all utilities that need to be replaced or relocated can be done with a minimum disturbance to service. The Contractor shall also be responsible for coordinating schedules with the various utilities such that they can proceed with their relocation work as efficiently as possible.
3. If the odor of natural gas is detected in a work area at any time during the course of work, the Contractor shall immediately notify NIPSCO at 1-800-634-3524. The Contractor shall also immediately notify the residents of adjacent properties. The Contractor shall advise the residents to evacuate their homes immediately if the odor is present within the dwelling.
4. Restoration of sprinkler systems damaged by the Contractor's operations shall be repaired by the Contractor at no additional cost to the City or the Owner of the system.

#### **XVI. MAINTENANCE OF TRAFFIC**

- A. Prevailing Specifications: 2014, INDOT Standard Specifications Sections 105 & 801
- B. Additions:

1. Maintenance of traffic during construction shall conform to the "Indiana Manual on Uniform Traffic Control Devices" and the City of South Bend Design and Construction Standards.
2. The attached "Traffic Closure Request" form is to be used for any lane restrictions or closures and required to be filled out and sent to the Department of Public Works
3. The Contractor shall arrange and prosecute the work specified for this contract in such a manner that traffic on existing streets is unrestricted throughout the Project. The Engineer shall approve the method of traffic control. No construction equipment, vehicles, materials, supplies or temporary facilities shall be left unattended in the right-of-way of any street or left parked overnight without proper marking and lighting.
4. After the award of the contract and before beginning the work, the Contractor shall submit his proposed schedule of operations for the review of the Engineer. The schedule of operations as reviewed by the Engineer shall be maintained at all times.
5. There will be no direct payment for this work.

#### **XVII. DESCRIPTION OF WORK**

- A. Prevailing Specifications: None
- B. Additions

1. Work to be performed shall include furnishing all labor, services, materials, insurance and equipment to
2. The Contractor shall preserve and protect all surrounding property, structures, tenants, visitors and their property from damage caused by the Contractor's operations.

#### **XVIII. PLANS**

- A. Prevailing Specifications: City of South Bend Design and Construction Standards
- B. Additions:

1. The plans consist of                 Sheets.
2. The work shall conform to the plans.
3. The drawings are schematic in nature.
4. The CONTRACTOR is responsible for estimating dimensions and quantities of materials.
5. In the event that the Special Provisions and the Plans conflict, the Special Provisions shall govern.

#### **XIX.**



**CITY OF SOUTH BEND, INDIANA  
CONTRACTOR'S QUOTE FOR PUBLIC WORK**



PROJECT NAME: \_\_\_\_\_  
PROJECT NO. \_\_\_\_\_  
QUOTES DUE \_\_\_\_\_

(Must be completed for all quotes. Please type or print)

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

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

City/State/Zip: \_\_\_\_\_ Telephone Number: (\_\_\_\_) \_\_\_\_\_

Agent of Bidder (if Applicable): \_\_\_\_\_

Pursuant to notices given, the undersigned offers to furnish labor and/or material necessary to complete the public works project of:

the City of South Bend, Indiana, in accordance with plans and specifications prepared by:

**The City of South Bend, Department of Public Works**

and dated \_\_\_\_\_ ] for the sum of (enter the Total Quote as shown on the Proposal)

\_\_\_\_\_ (\$ \_\_\_\_\_ )  
(Enter Sum of Total Quote plus Alternates shown on Proposal) (Numerical)

If alternative quotes apply, the undersigned submits a proposal for each in accordance with the notice. Any addendums attached will be specifically referenced at the applicable page.

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

By \_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Printed Name of Person Signing)

**ACCEPTANCE**

The above quote is accepted this \_\_\_\_\_ day of \_\_\_\_\_ 200 \_\_\_\_\_

Subject to the following conditions: \_\_\_\_\_

**BOARD OF PUBLIC WORKS**

\_\_\_\_\_  
Gary A. Gilot, President

\_\_\_\_\_  
David P. Relos, Member

\_\_\_\_\_  
Elizabeth A. Maradik, Member

\_\_\_\_\_  
Therese J. Dorau, Member

\_\_\_\_\_  
James A. Mueller, Member

\_\_\_\_\_  
Attest: Linda M. Martin, Clerk

*When the prospective Contractor is unable to certify to any of the statements below, it shall attach an explanation to this Affidavit.*

**CONTRACTOR'S NON-COLLUSION AFFIDAVIT, NON-DEBARMENT AFFIDAVIT,  
EMPLOYMENT ELIGIBILITY VERIFICATION, NON-DISCRIMINATION COMMITMENT FOR  
CONTRACTORS AND CERTIFICATION OF USE OF UNITED STATES STEEL PRODUCTS  
OR FOUNDRY PRODUCTS**

(Must be completed for all quotes and bids. Please type or print)

---

STATE OF INDIANA        )  
                                  ) SS:  
\_\_\_\_\_ COUNTY        )

The undersigned Contractor, being duly sworn upon his/her/its oath, affirms under the penalties of perjury that:

1. Contractor has not, nor has any other member, representative, or agent of the firm, company, corporation or partnership represented by him, entered into any combination, collusion or agreement with any person relative to the price to be bid by anyone at such letting nor to prevent any person from bidding nor to induce anyone to refrain from bidding, and that this bid is made without reference to any other bid and without any agreement, understanding or combination with any other person in reference to such bidding. Contractor further says that no person or persons, firms, or corporation has, have or will receive directly or indirectly, any rebate, fee, gift, commission or thing of value on account of such sale; and
2. Contractor certifies by submission of this proposal that neither contractor nor any of its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency; and
3. Contractor has not, nor has any successor to, nor an affiliate of, Contractor, engaged in investment activities in Iran.
  - a. For purposes of this Certification, "Iran" means the government of Iran and any agency or instrumentality of Iran, or as otherwise defined at Ind. Code § 5-22-16.5-5, as amended from time-to-time.
  - b. As provided by Ind. Code § 5-22-16.5-8, as amended from time-to-time, a Contractor is engaged in investment activities in Iran if either:
    - i. Contractor, its successor or its affiliate, provides goods or services of twenty million dollars (\$20,000,000) or more in value in the energy sector of Iran; or
    - ii. Contractor, its successor or its affiliate, is a financial institution that extends twenty million dollars (\$20,000,000) or more in credit to another person for forty-five (45) days or more, if that person will (i) use the credit to provides goods and services in the energy sector in Iran; and (ii) at the time the financial institution extends credit, is a person identified on list published by the Indiana Department of Administration.
4. Contractor does not knowingly employ or contract with an unauthorized alien, nor retain any employee or contract with a person that the Contractor subsequently learns is an

unauthorized alien. Contractor agrees that he/she/it shall enroll in and verify the work eligibility status of all of Contractor's newly hired employees through the E-Verify Program as defined by I.C. 22-5-1.7-3. Contractor's documentation of enrollment and participation in the E-Verify Program is included and attached as part of this bid/quote; and

5. Contractor shall require his/her/its subcontractors performing work under this public contract to certify that the subcontractors do not knowingly employ or contract with an unauthorized alien, nor retain any employee or contract with a person that the subcontractor subsequently learns is an unauthorized alien, and that the subcontractor has enrolled in and is participating in the E-Verify Program. The Contractor agrees to maintain this certification throughout the term of the contract with the City of South Bend, and understands that the City may terminate the contract for default if the Contractor fails to cure a breach of this provision no later than thirty (30) days after being notified by the City.
6. Persons, partnerships, corporations, associations, or joint venturers awarded a contract by the City of South Bend through its agencies, boards, or commissions shall not discriminate against any employee or applicant for employment in the performance of a City contract with respect to hire, tenure, terms, conditions, or privileges of employment, or any matter directly or indirectly related to employment because of race, sex, religion, color, national origin, ancestry, age, gender expression, gender identity, sexual orientation or disability that does not affect that person's ability to perform the work.

In awarding contracts for the purchase of work, labor, services, supplies, equipment, materials, or any combination of the foregoing including, but not limited to, public works contracts awarded under public bidding laws or other contracts in which public bids are not required by law, the City, its agencies, boards, or commissions may consider the Contractor's good faith efforts to obtain participation by those Contractors certified by the State of Indiana as a Minority Business ("MBE") or as a Women's Business Enterprise ("WBE") as a factor in determining the lowest, responsible, responsive bidder.

In no event shall persons or entities seeking the award of a City contract be required to award a subcontract to an MBE/WBE; however, it may not unlawfully discriminate against said WBE/MBE. A finding of a discriminatory practice by the City's MBE/WBE Utilization Board shall prohibit that person or entity from being awarded a City contract for a period of one (1) year from the date of such determination, and such determination may also be grounds for terminating the contract for which the discriminatory practice or noncompliance pertains.

7. The undersigned contractor agrees that the following nondiscrimination commitment shall be made a part of any contract which it may henceforth enter into with the City of South Bend, Indiana or any of its agencies, boards or commissions.

Contractor agrees not to discriminate against or intimidate any employee or applicant for employment in the performance of this contract with privileges of employment, or any matter directly or indirectly related to employment, because of race, religion, color, sex, gender expression, gender identity, sexual orientation, handicap, national origin or ancestry. Breach of this provision may be regarded as material breach of contract.

I, the undersigned bidder or agent as contractor on a public works project, understand my statutory obligations to the use of steel products or foundry products made in the United States (I.C. 5-16-8-1). I hereby certify that I and all subcontractors employed by me for this project will use steel products or foundry products on this project if awarded. I understand that violations hereunder may result in forfeiture of contractual payments

\*\*\*

I hereby affirm under the penalties of perjury that the facts and information contained in the foregoing bid for public works are true and correct.

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

\_\_\_\_\_  
Contractor/Bidder (Firm)

\_\_\_\_\_  
Signature of Contractor/Bidder or Its Agent

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

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

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

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

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

**QUOTE/PROPOSAL  
CITY OF SOUTH BEND**



PROJECT NAME \_\_\_\_\_  
 PROJECT NO. \_\_\_\_\_  
 QUOTES DUE \_\_\_\_\_

Item No.	Description	Quantity	Unit	Unit Price	Total Amount
1					\$
2					\$
<b>Total Amount of Quote</b>					<b>\$</b>

Firm: \_\_\_\_\_

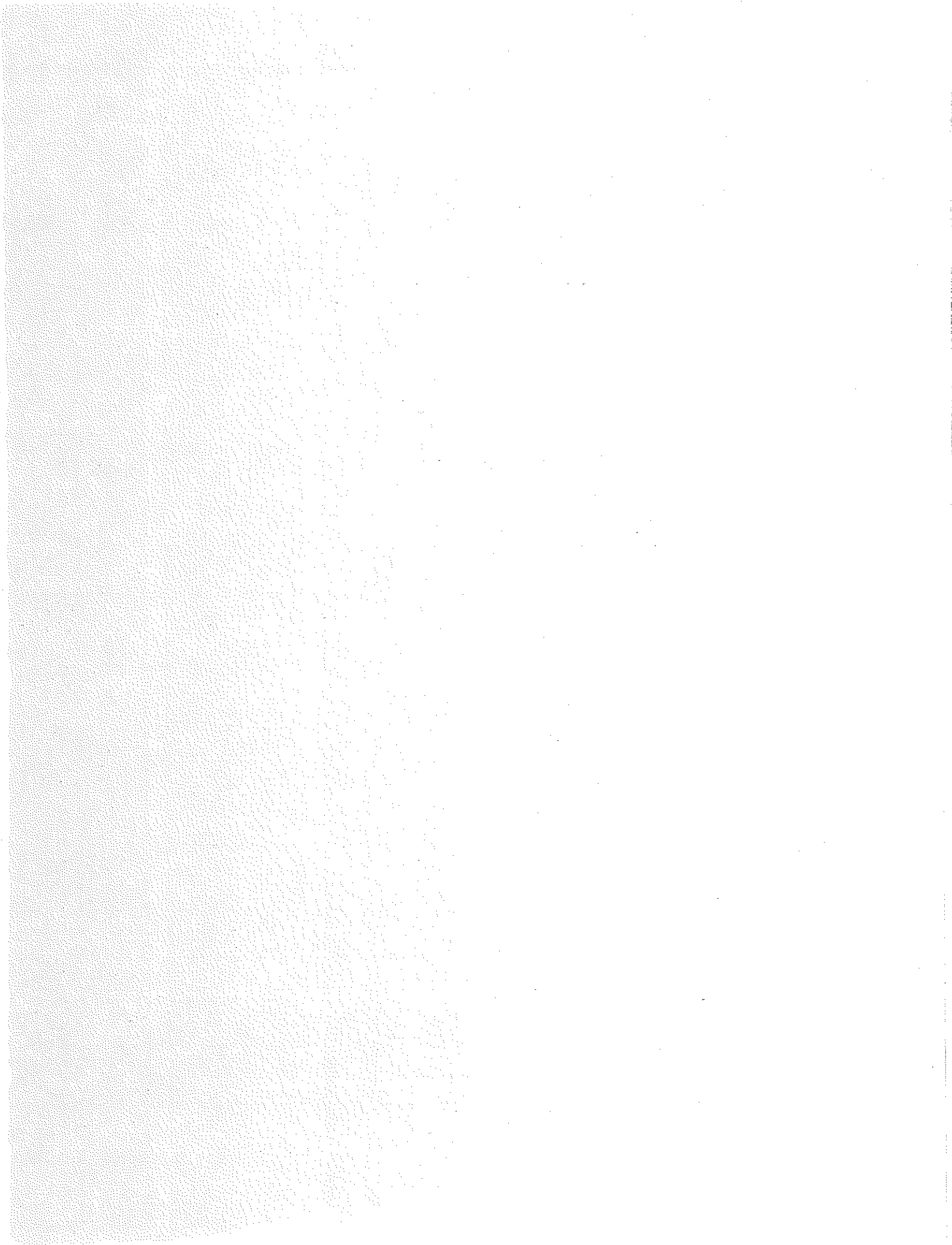
Address: \_\_\_\_\_

City/State/Zip: \_\_\_\_\_ Telephone Number: ( ) \_\_\_\_\_

Fax Number: ( ) \_\_\_\_\_

By \_\_\_\_\_  
 (Signature)

\_\_\_\_\_  
 (Printed Name of Person Signing)



attachment #2B

**CONTRACT DOCUMENTS AND SPECIFICATIONS**

FOR

**Project No.**

Prepared for

CITY OF SOUTH BEND, INDIANA  
BOARD OF PUBLIC WORKS

By

Registered Professional Engineer  
State of Indiana No.

FOR BIDS DUE:

**City of South Bend, Indiana  
Department of Public Works**

**Project No.** -

Notice to Bidders	1 Page
General Conditions	5 Pages
Special Provisions	Pages
Appendix [or Other/Additional Sections]	Pages
City of South Bend Contractor's Bid for Public Work Form	Pages



## NOTICE TO BIDDERS

Notice is hereby given that the City of South Bend, Indiana, Board of Public Works will receive sealed bids at the Office of the Board of Public Works, County-City Building Room 1316, 227 West Jefferson Blvd, South Bend, Indiana, 46601 until the hour of 9:30 a.m., Local Time, on \_\_\_\_\_, 20\_\_\_\_\_ for the following:

Project No. \_\_\_\_\_

Work includes construction of a \_\_\_\_\_ at \_\_\_\_\_ in South Bend, all more particularly described in plans and specifications prepared by \_\_\_\_\_, phone \_\_\_\_\_

The Contract Documents are on file and available for public inspection commencing on the first advertise date during regular working hours at the Department of Public Works (1316 County-City Building, South Bend, Indiana), and at MACIAF 3215-A Sugar Maple Court, South Bend, IN 46628. Additionally, the Contract Documents will be available that same day for inspection or purchase at American Reprographics Company ("ARC", located at 1303 Northside Blvd., South Bend, Indiana, 46615), <http://www.e-arc.com>, (574) 287-2944; toll free at (800) 783-7231. There will be a non-refundable charge for reproduction as set by ARC for every set of documents for all bidders.

Bids must be on the City of South Bend Contractor's Bid for Public Work Form, accompanied by a Certified Check or Bid Bond in the amount of not less than five percent (5%) of the base bid plus any alternates, in a sealed envelope noting the project name, number and your company's information on the front.

Each bidder or contractor (hereinafter the contractor) must comply with "City of South Bend EEO Contracting Provision Diversity Utilization" included in the specifications as to each construction trade it intends to use on this construction contract and all other construction work (both federal and non-federal) in the St. Joseph County area during the performance of this contract or subcontract. The contractor commits itself to the goals for minority manpower and all other requirements, terms and conditions of these bid conditions by submitting a properly sealed bid. Woman and Minority-Owned Business Enterprises (W/MBE) are encouraged to respond to this notification.

**A Mandatory Pre-Bid Conference will be held on \_\_\_\_\_, 20\_\_\_\_\_ at \_\_\_\_\_ Local Time at \_\_\_\_\_.** An authorized representative from the interested Bidder must attend in person. Any questions about bidding conditions must be addressed to the Owner in writing no later than \_\_\_\_\_

The Board reserves the right to reject any or all bids or to accept a full or partial award of the bid or bids which, in its judgment, will be to the best interests of the City of South Bend.

**BOARD OF PUBLIC WORKS**  
Linda M. Martin, Clerk

Publish two (2) times:

**CITY OF SOUTH BEND**

**STATEMENT OF POLICY**

The Board of Public Works of the City of South Bend has adopted the following policy regarding the receipt of sealed bids:

All sealed bids submitted to the Board of Public Works must be received in the Board of Public Works Office, 1316 County-City Building, South Bend, Indiana, no later than the advertised time on the advertised date of the bid opening.

It shall be the responsibility of the bidder to see that his/her bid is received prior to the deadline stipulated in the bid advertisement.

Bids submitted by mail and received after the advertised time deadline will not be considered by the Board.

**CITY OF SOUTH BEND  
BOARD OF PUBLIC WORKS**

Linda M. Martin, Clerk

**NOTE: Incoming mail does not reach the Board of Public Works until after 9:30 a.m. Local Time. If you are sending your bid via Federal Express or another overnight source, please confirm that your package will arrive before the bid opening date and time.**

## CITY OF SOUTH BEND

### EQUAL EMPLOYMENT OPPORTUNITY CONTRACTING PROVISIONS DIVERSITY UTILIZATION

It is the policy of the City of South Bend to provide equal employment and business opportunity for all persons, partnerships, companies, and corporations in accordance with the rules, regulations and guidelines of the applicable federal, state and local laws. This policy of equal employment and business opportunity shall apply to every contractor or subcontractor bidding or holding a public contract with the City of South Bend.

In furtherance of this policy, the following Equal Opportunity Clauses are hereby made a part of every construction contract entered into by the City of South Bend and all subcontractors entered into pursuant to any such contract and the bidder hereby certifies that it/he/she will abide by these provisions.

The contractor will not discriminate against any applicant or employee because of race, color, religion, sex, national origin, or handicap. The contractor will take affirmative action to ensure that all applicants or employees are treated fairly and equitably. Such action shall include but not be limited to the following: hiring, upgrading, demotion or transfer, recruitment, advertising, lay-offs or termination, rates of pay or other forms of compensation and selection for training including apprenticeship programs.

The contractor shall agree to post in conspicuous places available to employees and applicants, notices to be provided setting forth the provisions of the Non-Discrimination Clause.

The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.

The contractor will send to each labor union or representative of workers with which he has a bargaining agreement or other contract or understanding, a notice to be provided, advising the labor union or worker's representatives of the contractor's commitment under this section, and shall post copies of the notices in conspicuous places available to applicants and employees.

The contractor will comply with all provisions of Executive Order 11246 (as amended by 11375) and of the rules, regulations and relevant orders of the Department of Labor.

#### **Subpart B -- Contractors' Agreements**

Sec. 202. Except in contracts exempted in accordance with Section 204 of this Order, all Government contracting agencies shall include in every Government contract hereinafter entered into the following provisions:

"During the performance of this contract, the contractor agrees as follows:"

"(1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated equally during employment, without regard to their race, color, religion, sex or national origin. Such action will include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or

recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause."

"(2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex or national origin."

"(3) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract of understanding, a notice, to be provided by the agency contracting officer, advising the labor union or workers' representative of the contractor's commitments under Section 202 of Executive Order No. 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment."

"(4) The contractor will comply with all provisions of Executive Order No. 11246 of September 24, 1965, and of the rules and regulations, and relevant orders of the Secretary of Labor."

"(5) The contractor will furnish all information and reports required by Executive Order No. 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders."

"(6) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, in this contract may be cancelled, terminated or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order No. 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked\* as provided in Executive Order No. 11246 of September 24, 1965, or by rule, regulations, or order of the Secretary of Labor, or as otherwise provided by law."

"(7) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency the contractor may request the United States to enter into such litigation to protect the interests of the United States."

The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: Provided, that if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

*\* Corrected to read "invoked". In the original text the word "involved" was printed in error.*

## MINORITY AND WOMEN BUSINESS ENTERPRISE DIVERSITY DEVELOPMENT PROGRAM

The City of South Bend, Indiana has shown its commitment to addressing Minority Business ("MBE") and Women's Business Enterprise ("WBE") participation in public contracting through the adoption of the City of South Bend Ordinance No. 10081-11. Persons, partnerships, corporations, associations, or joint ventures awarded a contract by the City of South Bend through its agencies, boards, or commissions shall not discriminate against any employee or applicant for employment in the performance of a City contract with respect to hire, tenure, terms, conditions, or privileges of employment, or any matter directly or indirectly related to employment because of race, sex, religion, color, national origin, ancestry, age or disability that does not affect that person's ability to perform work.

The goal for MBE/WBE participation for the purchase of work, labor, services, supplies, equipment, materials, or any combination in this project is **7.1%** of the total bid amount, whether it be base bid or base bid plus alternate(s). Minority and Women's Businesses are described on the Indiana Department of Administration website: <http://www.in.gov/idoa/>. It is the bidder's sole responsibility to verify whether any listed minority or woman business meets the qualifications of a Minority or Women's owned business. Documentation shall be provided with the bid that states the MBE/WBE that will be contracted, the dollar amount of the work that will be performed on the project and the percentage of the dollar amount as it relates to the total bid amount by using Form MWBE-1.0, Proof of MBE/WBE Participation Goal Form.

In the event the bidder cannot meet the MBE/WBE participation goal set for this project, the award of the contract under public bidding laws or other contracts in which public bids are not required by law, the City, its agencies, boards, or commissions requires the Contractor's good faith efforts to obtain participation by those Contractors classified as a Minority Business ("MBE") or as a Women's Business Enterprise ("WBE").

**Failure to either meet the MBE/WBE participation goal set forth in this project or provide ALL the required evidence of good faith efforts with the bid will be grounds for rejecting a bid as non-responsive.**

The requirements that bidders shall supply as good faith efforts to have active participation from MBEs and/or WBEs on this Project is written documentation evidencing the efforts by using Form MWBE-2.0, Evidence of Good Faith Efforts and Form MWBE-2.1, MBE/WBE Contacted. Such documentation shall include but is not limited to the following items:

- a. A listing of all MBE/WBEs contacted including: (1) the name and address of the MBE/WBE; (2) the date of contact; (3) the type of contact (i.e. phone call, written solicitation, etc.); (4) the nature or type services or goods requested; and (5) the result of the contact.
- b. Written evidence of outreach and copies of email exchanges inviting and receiving quotes or other responses from MBE/WBE businesses or other documentations of efforts to encourage and secure competitive quotes from MBE/WBE and local businesses to be included in the benefits of building this Project.
- c. Written documentation of letters of introduction, invitations to forging majority/minority strategic alliances for capacity building including but not limited to mentoring, extensions of assistance on payroll, insurance, bonding, line of credit, technical skills or business skills.

All bidders are actively encouraged to reach out to the MBE/WBE businesses in St. Joseph County, Indiana and other local Indiana counties to utilize a good faith effort to forge constructive and lasting business partnerships.

Notwithstanding the foregoing, the award and performance of all City contracts shall comply with applicable federal, state, and local laws.

DEPARTMENT OF PUBLIC WORKS  
CITY OF SOUTH BEND, INDIANA

**SPECIAL PROVISIONS**

Project No.

**I. PROJECT DESCRIPTION**

Work to be performed shall include furnishing all labor, services, materials, insurance and equipment to provide and install improvements according to the intent of the plans and specifications at

**II. PREVAILING SPECIFICATIONS AND DESIGN & CONSTRUCTION STANDARDS**

The City of South Bend's **PREVAILING SPECIFICATIONS**, most recent version, and **DESIGN & CONSTRUCTION STANDARDS**, most recent version, are to be used on this project.

Each Bid provider is specifically instructed to become completely familiar with the most recent version of the **PREVAILING SPECIFICATIONS** and the **DESIGN & CONSTRUCTION STANDARDS** prior to submitting a Bid.

Wherever the **PREVAILING SPECIFICATIONS** refer to "State Specifications," it shall mean the 2014 INDOT Standard Specifications for the letting effective after September 1, 2013.

These **SPECIAL PROVISIONS** will list only "Additions" or "Deletions" to the **PREVAILING SPECIFICATIONS** and are to be used only in conjunction with the **PREVAILING SPECIFICATIONS**.

In the event of conflict between the **SPECIAL PROVISIONS** and the **PREVAILING SPECIFICATIONS**, the **SPECIAL PROVISIONS** will govern.

**III. BIDDING REQUIREMENTS**

A. Prevailing Specifications: 2014, INDOT Standard Specifications Section 102

B. Additions:

1. Each Bid provider shall completely execute and submit the following documents with the Bid:
  - a. City of South Bend Contractor's Bid for Public Work Form
  - b. Bid Bond stating 5% of the total Bid or Certified Check of 5% of the bid.
  - c. Contractor's Non-Collusion and Non-Debarment Affidavit, Certification Regarding Investment with Iran, Employment Eligibility Verification, Non-Discrimination Commitment and Certification of use of United States Steel Products or Foundry Products.

**IV. TERM "OR EQUAL"**

A. Prevailing Specifications: None

B. Additions:

1. Where the term "or equal" is used in these specifications, the Bid provider deviating from specified item shall file with his/her Bid a letter fully explaining and justifying his/her proposed article or equal. The City of South Bend shall be the sole judge in determining if the "or equal" offered meets the specification.

**V. TAX EXEMPT**

A. Prevailing Specifications: None

B. Additions:

1. Materials and properties purchased under contract with the Owner that becomes a permanent part of the structure or facilities constructed are not subject to the Indiana Gross Retail Tax (Sales Tax). The exemption number will be furnished to the Contractor upon award.

**VI. INDEMNIFICATION**

A. Prevailing Specifications: None

B. Additions:

1. Contractor agrees to indemnify, defend and hold harmless the City of South Bend, its agents, officers and employees, from all costs, losses, claims and suits, including court costs, attorney fees, and other expenses, arising from or out of the negligent performance of this Contract by Contractor, or because of arising out of any defect in the goods, materials or equipment supplied by the Bid provider.

**VII. INSURANCE**

A. Prevailing Specifications: 2014, INDOT Standard Specifications Section 103

B. Additions:

1. All Contractors and subcontractors doing business with the City of South Bend shall present a Certificate of Insurance showing coverage in the following minimum amount:
  - a. General Liability: Premises-Completed Operations or Products, Bodily Injury and Property Damage Combined Single Limit - \$5,000,000.
  - b. There shall be no exclusion for explosion, collapse or underground hazard.
  - c. Workmen's Compensation: Statutory State of Indiana Employer's Liability - \$100,000.
  - d. Auto Liability: Bodily Injury and Property Damage Combined Single limit - \$1,000,000
  - e. City of South Bend shall be named as additional insured on the Certificate of Insurance.



**VIII. AWARD OF CONTRACT**

A. Prevailing Specifications: 2014, INDOT Standard Specifications Section 103

B. Additions:

1. All Bids will remain subject to acceptance for sixty (60) calendar days after the day of the Bid opening, but the City of South Bend may, in its sole discretion, release any Bid and return the Bid security prior to that date.
2. Successful bidder from award notice will have fourteen (14) calendar days to submit a fully executed contract, Certificated of Insurance, and other require documents from either the awarded contactor and/or the subcontractors. Failure to comply within the award period may be cause for the Board of Public Works to rescind the award.

**IX. BONDING REQUIREMENTS**

A. Prevailing Specifications: 2014, INDOT Standard Specifications Section 103

1. Additions:

a. The successful Bid provider shall supply the following bonds:

- (i) Payment Bond within seven (7) days of Notification of Award for an amount equal to one hundred percent (100%) of the contract amount.
- (ii) Performance Bond within seven (7) days of Notification of Award for an amount equal to one hundred twenty-five percent (125%) of the contract amount.
- (iii) Maintenance bond within ten (10) days of acceptance of the project by the City of South Bend, for an amount equal to ten percent (10%) of the final contract price, guaranteeing for a period of three (3) years after the date of acceptance of the project by the City of South Bend.

**X. CONTROL OF WORK**

A. Prevailing Specifications: 2014, INDOT Standard Specifications Section 105

B. Additions:

1. The complete responsibility for this project lies with the Director of Public Works of the City of South Bend, Indiana acting through his authorized representatives.
2. Construction Engineering - The Contractor shall provide all the necessary, qualified personnel, equipment and supplies to perform all work required under this item. There will be no direct payment for this item.
3. The contractor is responsible to maintain the site which includes but is not limited to; dust control, site security, erosion control, and protecting adjacent properties.
4. Work hours for the Project shall be from 7:00 a.m. through 6:00 p.m., Monday through Friday. No work shall be permitted on weekends, Holidays, or after hours unless approved by the City of South Bend Department of Public Works.

**XI. LEGAL RELATIONS**

- A. Prevailing Specifications: 2014, INDOT Standard Specifications Section 107w
- B. Additions:
  - 1. The Owner, where mentioned in these documents, is the City of South Bend. The Engineer, where mentioned in these documents, is
  - 2. The Contractor shall apply for and obtain any and all required permits for the work from local, state, and federal agencies and shall comply with permit requirements, including the St. Joseph County / City of South Bend Building Department.
  - 3. If the Contractor awarded this contract is not a resident of Indiana, within thirty days, the Contractor shall provide the Engineer with proof that the Contractor is duly licensed, qualified and registered with the Secretary of State of Indiana to engage in business within the State of Indiana.

**XII. SUBMITTALS**

- A. Prevailing Specifications: 2014, INDOT Standard Specifications Section 106
- B. Additions:
  - 1. Submit four (4) copies or an electronic version of the submittals for all equipment or materials used in this project to the South Bend Department of Public Works for approval. All submittals must be delivered within 7 calendar days from the notice to proceed.
  - 2. The Department of Public Works will review and return two (2) copies or an electronic version of the submittals within five (5) working days.
  - 3. The review of the submittal information by the Department of Public Works is to facilitate the satisfactory acceptance of the equipment. This review shall neither relieve the contractor from the responsibility for deviations from the Specifications, nor from errors and omissions in the shop drawings or literature. Parts found not meeting the requirements of these Specifications shall be removed, repaired or replaced at no cost to the OWNER.
  - 4. Submittals shall include complete manufacturer's descriptive information and shop drawings for all the parts furnished under this contract.
  - 5. Upon completion of project, the Contractor will supply one (1) conformed set of all submittals to the City of South Bend.

**XIII. PROSECUTION AND PROGRESS**

- A. Prevailing Specifications: 2014, INDOT Standard Specifications Sec. 108
- B. Additions:
  - 1. The project will have a completion date of ( ) calendar days for all work. The contract time will start when the Notice to Proceed is delivered and signed.
  - 2. The City, Engineer, and Contractor will hold a pre-construction meeting following award of the contract. The date of the Notice to Proceed will be agreed at that meeting.
  - 3. Contractor shall provide a schedule to the Owner prior to beginning any work on the site.

**XIV. CHANGE OF CONTRACT TIME**

A. Prevailing Specifications: 2014, INDOT Standard Specifications Section 108

B. Additions:

1. The Contract Time may only be changed by Change Order. Any Claim for an extension in the Contract Time shall be based on written notice delivered to the Department of Public Works within seven (7) calendar days of the occurrence of the event giving rise to the claim. Notice of the extent of the claim with supporting data shall be delivered within fourteen (14) calendar days after such occurrence unless an official of the Public Works Department allows an additional period of time to ascertain more accurate data. The Contract Time will be extended in an amount equal to time lost to delays beyond the control of the Contractor if a claim is made in accordance with this provision. Such delays shall include acts of neglect by the Public Works employees, or to fires, flood, labor disputes, epidemics, abnormal weather conditions, governmental procedures, or acts of God.
2. Unless otherwise provided, the Contract time is based upon normal weather conditions. An extension is granted for weather conditions significantly more severe than normal if the Contractor demonstrates to the satisfaction of the City that the delay in the progress of the work was due to such weather. The basis to define normal weather will be the data compiled by the United States Department of Commerce, National Oceanic and Atmospheric Administration (NOAA).
3. No extension of time will be granted if the Contractor, by his/her/its own action or inaction, including fault or negligence of Contractor's subcontractors, caused the delay, or for which any remedies are provided under any other provision of this agreement.
4. The grant of an extension of time under this Section in no way constitutes a waiver by the City of any rights or remedies existing under this contract at law or in equity.

**XV. DEFAULT AND TERMINATION**

A. Prevailing Specifications: 2014, INDOT Standard Specifications Section 108

B. Additions:

1. Events of Default shall include Contractor's failure to perform any of its obligations under this contract including failure to commence work at the time specified, failure to perform the work in accordance with these specifications, unauthorized discontinuation of the work, failure to carry out the work in a manner acceptable to the City, failure to observe Federal, State, or local laws or regulations, and failure to comply with any other term of this contract.
2. If an Event of Default occurs, the City shall provide Contractor written notice and may permit Contractor ten (10) calendar days after the date of the notice to cure the default. If the default is not cured within the ten (10) day cure period, the City may at any time thereafter terminate this contract in which case the termination shall be final and effective.
3. Upon an Event of Default, the City may invoke the following remedies in addition to those remedies provided under separate provisions of this contract, the right of set-off against any payments due or to become due to the Contractor against the retainage, the right to take over and complete the Work. If the City notifies Contractor that City is invoking its right to complete the Work, all rights that the Contractor has in order under Contractor's subcontracts are assigned to the City, subject to the City's right to take assignment of all or only selected subcontracts at the City's discretion. The sole obligation accepted by the

City under such subcontracts is to pay for Work satisfactorily performed after the date of the assignment. In the event a conditional assignment has not been executed, the Contractor shall execute or cause to be executed any assignment, agreement, or other document that may be necessary in the sole opinion of legal counsel to the City's Board of Public Works to evidence compliance with this provision. The Contractor shall promptly deliver such documents upon the City's request. In the case of such assignment, unless otherwise agreed in writing, The Contractor remains liability to subcontractors for any payment already involved, and for any claim, suit or cause of action based upon or resulting from any error, omission, negligence or other breach of contract by the Contractor, its officers, employees, or agents arising prior to the date of assignment to the City.

**XVI. LIQUIDATED DAMAGES**

A. Prevailing Specifications: 2014, INDOT Standard Specifications Section 108

B. Additions:

1. The contractor shall proceed with the work at such rate of progress to insure full completion within the Contract Time. It is expressly understood and agreed, by and between the Contractor and the Owner, that the Contract Time for completion of the work described herein is a reasonable time, taking into consideration the average climatic and economic conditions and other factors prevailing in the locality of the work, and excludes the time for unavoidable delays which were beyond the control and without the fault of the Contractor.
2. If the Contractor shall fail to complete the work within the Contract Time, or extension of time granted by the Owner, then the Contractor will pay to the Owner the amount for liquidated damages a sum of five hundred dollars (\$500.00) for each calendar day that the Contractor shall remain in default after the time of completion stipulated in the Contract Documents.
3. The Contractor shall not be charged with liquidated damages or any excess cost when the delay in completion of the work is due to the following and the Contractor has promptly given written notice of such delay to the Owner and Engineer/Architect.
  - a. To any preference, priority, or allocation order duly issued by the Owner.
  - b. To unforeseeable causes beyond the control and without the fault or negligence of the Contractor, including but not restricted to acts of God, acts of public enemy, acts of the Owner, acts of another Contractor in the performance of a Contract with the Owner, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and abnormal and unforeseeable weather.

**XVII. RETAINAGE AND FINAL PAYMENT**

A. Prevailing Specifications: 2014, INDOT Standard Specifications Section 109

B. Additions:

1. Payments will be made every thirty (30) calendar days.
2. Consistent with provisions of IC 36-1-12-14, the Board of Public Works shall retain a percentage of payments throughout the duration of the project.
3. Before final payment and retainage are released the Contractor must satisfy the following:

- a. All parts and labor meet requirements stated in the specifications.
- b. Provide copies of test reports or cut sheets on all materials supplied.
- c. Provide As-Built drawings in accordance with the City of South Bend Prevailing Specifications for Public Works.
- d. One (1) copy of the City of South Bend Completion Affidavit and one (1) copy of a Final Waiver of Lien.

**XVIII. WARRANTY**

A. Prevailing Specifications: None

B. Additions:

1. All parts shall include the following:
  - (i) Performance specifications;
  - (ii) Bill of materials
  - (iii) Warranties on all parts; and
  - (iv) Installation and safety requirements.

**XIX. OTHER UTILITIES**

A. Prevailing Specifications: None

B. Additions:

1. The Contractor shall verify the locations of all utilities by contacting Holey Moley at 1-800-382-5544 at least two (2) working days, not counting Saturdays, Sundays or federal and state holidays before proceeding with construction. It shall also be the Contractors responsibility to contact any other utility that is not contacted by Holey Moley and verify the utility locations.
2. The Contractor shall be responsible for working with the other utilities, i.e., gas electric, telephone, etc. in order to assure that all utilities that need to be replaced or relocated can be done with a minimum disturbance to service. The Contractor shall also be responsible for coordinating schedules with the various utilities such that they can proceed with their relocation work as efficiently as possible.
3. If the odor of natural gas is detected in a work area at any time during the course of work, the Contractor shall immediately notify NIPSCO at 1-800-634-3524. The Contractor shall also immediately notify the residents of adjacent properties. The Contractor shall advise the residents to evacuate their homes immediately if the odor is present within the dwelling.
4. Unless an allowance is specified in the bid tab, the restoration of sprinkler systems damaged by the Contractor's operations shall be repaired at no cost to the City and Owner of the system. If an allowance is provided in the bid tab, the City will reimburse the Contractor up to the allowance amount for sprinkler repairs. Restoration of sprinkler systems damaged by the Contractor's operations exceeding the allowance will be considered incidental to the contract.

**XX. MAINTENANCE OF TRAFFIC**

A. Prevailing Specifications: 2014, INDOT Standard Specifications Sections 105 & 801

B. Additions:

1. Maintenance of traffic during construction shall conform to the "Indiana Manual on Uniform Traffic Control Devices" and the City of South Bend Design and Construction Standards.
2. The attached "Traffic Closure Request" form is to be used for any lane restrictions or closures and required to be filled out and sent to the Department of Public Works.
3. The Contractor shall arrange and prosecute the work specified for this contract in such a manner that traffic on existing streets is unrestricted throughout the Project. The Engineer shall approve the method of traffic control. No construction equipment, vehicles, materials, supplies or temporary facilities shall be left unattended in the right-of-way of any street or left parked overnight without proper marking and lighting.
4. After the award of the contract and before beginning the work, the Contractor shall submit his proposed schedule of operations for the review of the Engineer. The schedule of operations as reviewed by the Engineer shall be maintained at all times.
5. There will be no direct payment for this work.

**XXI. DESCRIPTION OF WORK**

A. Prevailing Specifications: None

B. Additions:

1. Work to be performed shall include furnishing all labor, services, materials, insurance and equipment to
2. The **Base Bid** covers the providing and installing of gutter improvements according to the intent of the Plans and Specifications.
3. The Contractor shall preserve and protect all surrounding property, structures, tenants, visitors and their property from damage caused by the Contractor's operations.

**XXII. MUNICIPAL OPERATIONS**

A. Prevailing Specifications: None

B. Additions:

1. The Contractor shall be responsible for trash, yard waste, and recycling collection within the project limits. The Contractor shall coordinate with the City of South Bend Solid Waste, Waste Management, and other pickup services as requested to ensure collection services are maintained. The Contractor shall be required to collect bins, place them in a common point for easy access by automated truck services, and redistribution after pickup as requested.
2. The Contractor shall be responsible for snow removal within the project limits and shall coordinate with City of South Bend Public Works. The Contractor is responsible for protecting his project site from excessive wear and tear during snow removal.

**XXIII. PLANS**

A. Prevailing Specifications: City of South Bend Design and Construction Standards

B. Additions:

1. The plans consist of        Sheets.
2. The work shall conform to the plans.
3. The drawings are schematic in nature.
4. The CONTRACTOR is responsible for estimating dimensions and quantities of materials.
5. In the event that the Special Provisions and the Plans conflict, the Special Provisions shall govern.

**CITY OF SOUTH BEND, INDIANA  
CONTRACTOR'S BID FOR PUBLIC WORK  
CHECKLIST FOR BIDDERS**



Project Name (Name here)  
Project No. (Number here)  
For Bids Due (Date Here)

From time to time the South Bend Board of Public Works finds it necessary to reject a bid because it does not comply with statutory requirements. In preparing your bid, please use the following checklist in order to make sure that your bid is done in the proper manner.

- Proper bid security included. The bidder has the option of providing either a Certified Check or Bid Bond.
- Bid prepared on the City of South Bend Contractor's Bid for Public Work Form, completely executed.
- Contractor's Non-Collusion and Non-Debarment Affidavit, Certification Regarding Investments with Iran, Employment Eligibility Verification, Non-Discrimination Commitment, and Certification of use of United States Steel Products or Foundry Products.
- Proof of MBE/WBE Participation Goal Form [MWBE-1.0]. If minimum participation goal is not met, also provide Evidence of Good Faith Efforts Form [MWBE-2.0] and MBE/WBE Contacted Form [MWBE-2.1].
- Acknowledge Receipt of \_\_\_\_\_ Addendum(s) included with the bid.
- All required additional information is included with the bid.
- Proposal statements and other affidavits all signed by the proper party with name either printed or typed underneath signature.
- This checklist submitted with the Bid.

**This checklist is provided for bidder's use in assuring compliance with required documentation; however, it does not include all specifications requirements and does not relieve the bidder of the need to read and comply with the specifications.**

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

By Authorized Representative:

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

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



**CITY OF SOUTH BEND, INDIANA  
CONTRACTOR'S BID FOR PUBLIC WORK**



Project Name (Name here)  
 Project No. (Number here)  
 For Bids Due (Date here)

**PART I**

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

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

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

City/State/Zip: \_\_\_\_\_ Telephone Number: ( ) \_\_\_\_\_

Agent of Bidder (if Applicable): \_\_\_\_\_

Pursuant to notices given, the undersigned offers to furnish labor and/or material necessary to complete the public works project of:

\_\_\_\_\_ the City of South Bend, Indiana, in accordance with plans and specifications prepared by:

\_\_\_\_\_ and dated \_\_\_\_\_ for the sum of (enter the Total Bid as shown on the Proposal)

\_\_\_\_\_ (\$ \_\_\_\_\_ )  
 (Enter sum of Total Base Bid plus Alternates shown on Proposal) (Numerical)

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

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

By \_\_\_\_\_  
 (Signature)

\_\_\_\_\_  
 (Printed Name of Person Signing)

**ACCEPTANCE**

The above bid is accepted this \_\_\_\_\_ day of \_\_\_\_\_ 20 \_\_\_\_\_

Subject to the following conditions: \_\_\_\_\_

**BOARD OF PUBLIC WORKS**

\_\_\_\_\_  
 Gary A. Gilot, President

\_\_\_\_\_  
 David P. Relos, Member

\_\_\_\_\_  
 Elizabeth A. Maradik, Member

\_\_\_\_\_  
 Therese J. Dorau, Member

\_\_\_\_\_  
 James A. Mueller, Member

\_\_\_\_\_  
 Attest: Linda M. Martin, Clerk

## **PART II**

(For projects of \$100,000 or more – IC 36-1-12-4)

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

Attach additional pages for each section as needed.

### **SECTION I EXPERIENCE QUESTIONNAIRE**

1. Attach information regarding projects your organization has completed for the period of one (1) year prior to the date of the current bid.
2. Attach a listing of public works projects currently in process of construction by your organization.
3. Attach information regarding any failure to complete any work awarded to you and the location thereof.
4. Attach references from private firms for which you have performed work.

### **SECTION II PLAN AND EQUIPMENT QUESTIONNAIRE**

1. Attach an explanation of your plan or layout for performing proposed work. (Examples could include a narrative of when you could begin work, complete the project, number of workers, etc. and any other information which you believe would enable the City of South Bend to consider your bid.)
2. Attach a listing of the names and addresses of all subcontractors (i.e. persons or firms outside your own firm who have performed part of the work) that you have used on public works projects during the past five (5) years along with a brief description of the work done by each subcontractor.
3. If you intend to sublet any portion of the work, attach the name and address of each subcontractor, equipment to be used by the subcontractor, and whether you will require a bond. However, if you are unable to currently provide a listing, please understand a listing must be provided prior to contract approval. Until the completion of the proposed project, you are under a continuing obligation to immediately notify the City of South Bend in the event that you subsequently determine that you will use a subcontractor on the proposed project.
4. Attach a listing of equipment you have available to use for the proposed project.
5. Have you entered into contracts or received offers for all materials which substantiate the prices used in preparing your proposal? If not, attach an explanation for the rationale used which would corroborate the prices listed.

### **SECTION III CONTRACTOR'S FINANCIAL STATEMENT**

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

When the prospective Contractor is unable to certify to any of the statements below, it shall attach an explanation to this Affidavit.

**CONTRACTOR'S NON-COLLUSION AND NON-DEBARMENT AFFIDAVIT, CERTIFICATION REGARDING INVESTMENT WITH IRAN, EMPLOYMENT ELIGIBILITY VERIFICATION, NON-DISCRIMINATION COMMITMENT AND CERTIFICATION OF USE OF UNITED STATES STEEL PRODUCTS OR FOUNDRY PRODUCTS**

(Must be completed for all quotes and bids: Please type or print)

STATE OF \_\_\_\_\_ )  
 ) SS:  
\_\_\_\_\_ COUNTY )

The undersigned Contractor, being duly sworn upon his/her/its oath, affirms under the penalties of perjury that:

1. Contractor has not, nor has any other member, representative, or agent of the firm, company, corporation or partnership represented by him, entered into any combination, collusion or agreement with any person relative to the price to be bid by anyone at such letting nor to prevent any person from bidding nor to induce anyone to refrain from bidding, and that this bid is made without reference to any other bid and without any agreement, understanding or combination with any other person in reference to such bidding. Contractor further says that no person or persons, firms, or corporation has, have or will receive directly or indirectly, any rebate, fee, gift, commission or thing of value on account of such sale; and
2. Contractor certifies by submission of this proposal that neither contractor nor any of its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency; and
3. Contractor has not, nor has any successor to, nor an affiliate of, Contractor, engaged in investment activities in Iran.
  - a. For purposes of this Certification, "Iran" means the government of Iran and any agency or instrumentality of Iran, or as otherwise defined at Ind. Code § 5-22-16.5-5, as amended from time-to-time.
  - b. As provided by Ind. Code § 5-22-16.5-8, as amended from time-to-time, a Contractor is engaged in investment activities in Iran if either:
    - i. Contractor, its successor or its affiliate, provides goods or services of twenty million dollars (\$20,000,000) or more in value in the energy sector of Iran; or
    - ii. Contractor, its successor or its affiliate, is a financial institution that extends twenty million dollars (\$20,000,000) or more in credit to another person for forty-five (45) days or more, if that person will (i) use the credit to provides goods and services in the energy sector in Iran; and (ii) at the time the financial institution extends credit, is a person identified on list published by the Indiana Department of Administration.
4. Contractor does not knowingly employ or contract with an unauthorized alien, nor retain any employee or contract with a person that the Contractor subsequently learns is an unauthorized alien. Contractor agrees that he/she/it shall enroll in and verify the work

eligibility status of all of Contractor's newly hired employees through the E-Verify Program as defined by I.C. 22-5-1.7-3. Contractor's documentation of enrollment and participation in the E-Verify Program is included and attached as part of this bid/quote; and

5. Contractor shall require his/her/its subcontractors performing work under this public contract to certify that the subcontractors do not knowingly employ or contract with an unauthorized alien, nor retain any employee or contract with a person that the subcontractor subsequently learns is an unauthorized alien, and that the subcontractor has enrolled in and is participating in the E-Verify Program. The Contractor agrees to maintain this certification throughout the term of the contract with the City of South Bend, and understands that the City may terminate the contract for default if the Contractor fails to cure a breach of this provision no later than thirty (30) days after being notified by the City.
6. Persons, partnerships, corporations, associations, or joint venturers awarded a contract by the City of South Bend through its agencies, boards, or commissions shall not discriminate against any employee or applicant for employment in the performance of a City contract with respect to hire, tenure, terms, conditions, or privileges of employment, or any matter directly or indirectly related to employment because of race, sex, religion, color, national origin, ancestry, age, gender expression, gender identity, sexual orientation or disability that does not affect that person's ability to perform the work.

In awarding contracts for the purchase of work, labor, services, supplies, equipment, materials, or any combination of the foregoing including, but not limited to, public works contracts awarded under public bidding laws or other contracts in which public bids are not required by law, the City, its agencies, boards, or commissions may consider the Contractor's good faith efforts to obtain participation by those Contractors certified by the State of Indiana as a Minority Business ("MBE") or as a Women's Business Enterprise ("WBE") as a factor in determining the lowest, responsible, responsive bidder.

In no event shall persons or entities seeking the award of a City contract be required to award a subcontract to an MBE/WBE; however, it may not unlawfully discriminate against said WBE/MBE. A finding of a discriminatory practice by the City's MBE/WBE Utilization Board shall prohibit that person or entity from being awarded a City contract for a period of one (1) year from the date of such determination, and such determination may also be grounds for terminating the contract for which the discriminatory practice or noncompliance pertains.

7. The undersigned contractor agrees that the following nondiscrimination commitment shall be made a part of any contract which it may henceforth enter into with the City of South Bend, Indiana or any of its agencies, boards or commissions.

Contractor agrees not to discriminate against or intimidate any employee or applicant for employment in the performance of this contract with privileges of employment, or any matter directly or indirectly related to employment, because of race, religion, color, sex, gender expression, gender identity, sexual orientation, handicap, national origin or ancestry. Breach of this provision may be regarded as material breach of contract.

I, the undersigned bidder or agent as contractor on a public works project, understand my statutory obligations to the use of steel products or foundry products made in the United States (I.C. 5-16-8-1). I hereby certify that I and all subcontractors employed by me for this project will use steel products or foundry products on this project if awarded. I understand that violations hereunder may result in forfeiture of contractual payments.

\*\*\*

I hereby affirm under the penalties of perjury that the facts and information contained in the foregoing bid for public works are true and correct.

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

\_\_\_\_\_  
Contractor/Bidder (Firm)

\_\_\_\_\_  
Signature of Contractor/Bidder or Its Agent

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

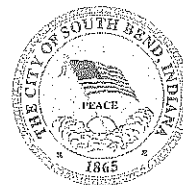
Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_

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

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

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

**BID/PROPOSAL  
CITY OF SOUTH BEND**



Project Name (Name here) \_\_\_\_\_  
 Project No. (Number here) \_\_\_\_\_  
 For Bids Due (Date here) \_\_\_\_\_

**BASE BID**

Item No.	Description	Quantity	Unit	Unit Price	Total Amount
1					
2					
3					
4					
5					

**BASE BID TOTAL** \_\_\_\_\_

**ALTERNATE #1**

Item No.	Description	Quantity	Unit	Unit Price	Total Amount
6					
7					
8					
9					
10					

**ALTERNATE #1 TOTAL** \_\_\_\_\_

Bidder (Firm): \_\_\_\_\_  
 Address: \_\_\_\_\_  
 City/State/Zip: \_\_\_\_\_ Telephone Number: ( ) \_\_\_\_\_

By \_\_\_\_\_  
 (Signature)

\_\_\_\_\_  
 (Printed Name of Person Signing)









CITY OF SOUTH BEND  
MINORITY AND WOMEN BUSINESS ENTERPRISE DIVERSITY  
DEVELOPMENT PROGRAM



FORM MWBE-2.1  
MBE/WBE CONTACTED

This completed form should be supplied with Bids that pertain to City of South Bend Public Works Projects requiring contacted MBE/WBE to obtain Good Faith Efforts. It is the bidder's sole responsibility to verify whether any listed minority or woman business meets the qualifications of a Minority or Women's owned business.

PAGE \_\_\_\_\_ OF \_\_\_\_\_

Project Number: (Number here) MBE/WBE Participation Goal \_\_\_\_\_

Project Name: (Name here)

Bidder: \_\_\_\_\_

By: \_\_\_\_\_  
(Signature) (Title) (Date)

MBE/WBE Firm \_\_\_\_\_

Owner or Contact at MBE/WBE Firm \_\_\_\_\_

Telephone: \_\_\_\_\_ Fax: \_\_\_\_\_ Email: \_\_\_\_\_

TYPE OF WORK SOLICITED FOR THIS PROJECT:

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

RESULTS OF CONTACT WITH THE MBE/WBE FIRM:

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

MBE/WBE Firm \_\_\_\_\_

Owner or Contact at MBE/WBE Firm \_\_\_\_\_

Telephone: \_\_\_\_\_ Fax: \_\_\_\_\_ Email: \_\_\_\_\_

TYPE OF WORK SOLICITED FOR THIS PROJECT:

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

RESULTS OF CONTACT WITH THE MBE/WBE FIRM:

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