

# **INVITATION FOR BIDS (IFB)**

**IFB-008-01-2024**

**CITY OF EVANSVILLE**

## **Debris Removal – NW Third Street Pearl Laundry Building**



**Bid Submittal Date: July 10, 2024**

**1 N.W. Martin Luther King Jr. Blvd.  
Rm 310, Building Commission  
Civic Center Complex  
Evansville, IN 47708**

## **NOTICE TO BIDDERS**

On behalf of the Board of Public Safety ("Board"), City of Evansville-Vanderburgh County Building Commission will receive bids for the Debris Removal at the Pearl Laundry Building located at 428 NW Third Street Evansville, Indiana. Sealed bids will be received in Room 301, Civic Center Complex, 1 N.W. Martin Luther King, Jr. Boulevard, Evansville, Indiana 47708 at 1:00 P.M. on Wednesday, July 10, 2024. The bids will be publicly opened and read aloud at the Board of Public Safety meeting.

Bids to be submitted prior to the scheduled opening shall be submitted to Room 310 Building Commission located in Civic Center Complex, 1 N.W. Martin Luther King Jr. Boulevard, Evansville, Indiana 47708. Bids submitted to the Building Commission shall be submitted prior to 12:45 P.M. on Wednesday, July 10, 2024.

If you have any questions or need more information concerning scope of work, please contact Kim Josey via email at [kjosey@evansville.in.gov](mailto:kjosey@evansville.in.gov) with the subject as "Debris Removal – Pearl Laundry Building".

All questions regarding the scope will be answered via public addendum. If you would like to be put on the list to receive addenda via email as they are released for this project, please send an email to Dachenae Streefer ([dstreefer@evansville.in.gov](mailto:dstreefer@evansville.in.gov)) stating such.

Responders are required to provide all requested information.

## **COST OF PREPARATION**

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

## **AWARD OF CONTRACT**

Award will be made by the Board. The Board reserves the right to reject any one or all bids, or any part of any bid, to waive any informality in any bid, and to award the purchase in the best interest of the City of Evansville and the Board of Public Safety. Furthermore, the Board reserves the right to hold the bid of the three (3) highest scoring vendors for a period of ninety (90) calendar days from the time of the due date of bid.

## **BIDS**

1. Bids shall be awarded to the lowest responsive and responsible bidder taking into consideration:
  - a. The ability and capacity of offeror to provide the services
  - b. The integrity, character, and reputation of the offeror.
  - c. The competency and experience of the offeror.
2. Each contractor submitting a bid to be awarded by a board, commission or agency of the City of Evansville and every subcontractor to be used on the project, shall be properly licensed to do the work by the Evansville-Vanderburgh County Building Commission Office at the time the bid is opened. Any bid by a contractor not so licensed or indicating the use of a subcontractor not so licensed, shall be rejected as non-responsive to the bid invitation, or the contractor shall be determined to be a non-responsible contractor. It shall be the contractor's responsibility to check with the Office of the Building Commissioner to make sure it has all necessary licenses to undertake the work called for in the bid or bid.
3. Contractor must meet all requirements stated in this IFB.

## **SCOPE**

It is the intent of this bid is to establish an agreement for the following items:

1. REMOVAL OF BRICK AND OTHER BUILDING DEBRIS ON LOT.
  - a. This includes the removal of smokestack and three (3) wall sections
    - i. Wall sections will be at the **foundations level only**

- b. This is **only removal of debris**, the **concrete pad will remain**
- c. PLEASE NOTE: Keep the fence around the entire area to prevent public access after debris is removed.

### **BID BOND**

- A. Bid Bond, Certified Check, Cashier's Check or Bank Draft in the amount of one thousand dollars (\$1,000.00) shall accompany each bid as a guarantee that all provisions of the specifications shall be met.
- B. Bid Bonds and Checks will be returned to the unsuccessful Vendor(s) after award of purchase by the Board and to the successful Vendor(s) after the performance bond, if required, has been received and accepted.
- C. Bid Bonds must be executed by a corporate surety licensed under the laws of Indiana to execute such bonds. The surety must be a corporate surety authorized to do business in Indiana and Power of Attorney must accompany the Quote Bond.

### **PUBLIC OPENING PROCEDURES**

- A. No award will be made or implied at this time, unless otherwise indicated.
- B. Only the following information will be given:
  - a. Vendor name and amount of bid
- C. Bids or related documents may not be reviewed at the bid opening. No discussion of any nature concerning brand names, deliveries, samples, etc. can be entered into between any Purchasing Department personnel and any Vendor during or after the bid opening until the evaluation of bids have been completed and a recommendation for award has been made.
- D. A copy of the bid tabulation will be available to review in the Purchasing Department upon completion of the recommended award.
- E. Vendors who wish to review or request copies of bids may do so by contacting the Purchasing Department at 812-436-4915. A copy fee will be charged for copies.

### **RIGHT OF REJECTION**

The City reserves the right to reject any one or all bids, or any part of any bid, to waive any informality in any bid, and to award the contract in the best interest of the City. Furthermore, the City reserves the right to hold the bid of the three (3) lowest vendors for a period of thirty (90) calendar days from the time of the due date of bid.

### **BID SUBMITTAL**

1. ALL BIDS MUST BE RECEIVED ON OR BEFORE THE TIME AND DATE INDICATED IN THE NOTICE TO VENDORS. The responsibility for submitting bids to the City is solely that of the Vendor. The City will not be responsible for delays in mail delivery or delays caused by any other occurrence. Late bids will not be accepted or considered.
2. The Vendor shall submit their bid on the attached Bid Sheet supplying all the required information and must be properly signed, dated, and notarized to be accepted. Failure to comply with this or any other paragraph of this invitation for bid package shall be sufficient reason for rejection of the bid.
3. Bids must also be submitted on Bid Sheet which must be properly signed, dated and notarized to be accepted.

4. Vendors are required to provide all requested information. Failure to follow this instruction or any other instruction contained in this Invitation for Bids may result in the rejection of your bid.
5. Bid modifications are not allowed.
6. All bids must be signed by an authorized official of the firm. Bids may be rejected if they show any omissions, alterations of form, additions not called for, conditional bid, or any exceptions or irregularities of any kind.
7. Do not include taxes in bid figures City is exempt from sales tax. An exemption certificate will be provided upon request.

#### **INDEMNIFICATION**

1. The successful vendor shall indemnify and hold harmless the City of Evansville, its agents, departments, boards, and employees from and against all claims, damages, losses and expenses including attorney's fees arising out of or resulting from the performance of the work; and caused in whole or in part by any negligent act or omission of the Contractor, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable.
2. In any and all claims against the City, or any of their agents or employees by any employee of the successful vendor, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, the indemnification obligation under this paragraph shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the successful vendor or any subcontractor under Workmen's Compensation Acts, Disability Benefit Acts or other Employee Benefit Acts.

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

The City of Evansville and Vanderburgh County is committed to achieving significant utilization of Minority and Women Business Enterprises (M/WBE) in the community's purchasing efforts. Goals have been established to provide an atmosphere of equal opportunity for all vendors to participate in procurement opportunities including the purchasing of products, services and public works contracts. (See Board of Public Safety/City of Evansville Municipal Code 3.90.110-180)

#### **CONFLICT OF INTEREST DISCLOSURE**

The Conflict-of-Interest Disclosure Statement included herein is a condition of the bid. This form shall be filled out by the vendor even if no conflicts exist and returned with bid.

#### **E-VERIFY PROGRAM**

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

#### **EQUAL EMPLOYMENT OPPORTUNITY**

The Equal Employment Opportunity Statement included herein is a condition of the bid. The contract must be signed by the successful Vendor and the City; and the successful Vendor must comply with the equal employment opportunity condition in the execution of the contract.

#### **LAWS**

Vendors shall comply with all applicable Federal, State, County and City laws, ordinances and regulations applicable to the bid and performance of the contract(s).

## **SPECIFICATIONS**

Vendors shall ensure that they have full understanding of the requirements for this project. After bids have been submitted, the Vendor shall not assert that there was a misunderstanding concerning the quantities of work or of the nature of the work to be done.

## **PERFORMANCE BOND**

The winning contractor shall be required to post Performance Bond in the amount of 5% the total bid amount.

*This bond may either be a cash bond, certified check, or an insurance bond. This bond will be used to offset costs in the event the contractor "fails to perform" the services covered by this contract. The bond will be held at the City of Evansville Controllers Office until such time this contract is nullified.*

## GENERAL CONDITIONS

This section outlines the requirements for proper removal and legal disposal of debris located at 428 NW Third Street, Evansville, IN

### **Scope**

The City of Evansville-Vanderburgh County Building Commission has ordered debris removal on the following properties. Said removal shall be performed in compliance with Indiana Code 36-7-9 inclusive and Subchapter 15.15 inclusive of the Municipal Code of Evansville. In addition to the Municipal Code requirements, the following requirements must also be met:

1. All work concerning a specific address must be completed seven (7) calendar days or sooner of the date a contract is signed and/or a Notice to Proceed with the removal is issued.
  2. Once work begins at a specific address, the contractor shall work continuously to complete the debris cleanup of the site as required.
  3. In the event that the removal results in injury or damage to persons or to adjacent property, either to structures, personal property or landscaping, the contractor shall notify the City of Evansville-Vanderburgh County Building Commission in writing of the nature and extent of such injury or damage, the name and address of the person or property owner on whose property the damage was sustained, and what actions the contractor will take to compensate the property owner for said damage.
2. The selected contractor will be required to submit proof (in the form of landfill receipts) that the debris from each razing has been dumped in a licensed Class III sanitary landfill.

### **CONTRACTOR'S INSURANCE**

The Contractor shall not commence any Work under this Contract until they have obtained insurance of the types and in the amounts required by this Section, nor shall the Contractor allow any Subcontractor(s) to commence any Work on his Subcontract until all insurance required of the Subcontractor(s) has been obtained. The Contractor shall be responsible for verifying the acquisition and maintenance of said insurance by any Subcontractor(s) hired by the Contractor. The Contractor shall name the City of Evansville as an additional insured to all insurance contracts procured by the Contractor in accordance with this Section. The Contractor shall be solely responsible for the payment of all premiums associated with any insurance required by Owner, and the Contractor shall be solely responsible for the payment of all deductibles to which such policies are subject, whether or not the Owner is an insured under the policy. The Contractor shall advise all Subcontractor(s) of the requirements set forth above.

**Commercial General Liability Insurance:** The Contractor shall furnish and maintain, at the Contractor's expense during the life of the Contract, such Commercial General Liability Insurance as shall protect him, the Owner, as an additional insured, and any Subcontractor(s) performing Work under this Contract, from claims for damage for personal injury, occupational sickness or disease, including accidental death, as well as the claims for property damage, which may arise from operations under this Contract, whether such operations be by himself or by any Subcontractor(s), or by any one directly or indirectly employed by either of them. The amounts of such insurance shall be as required by law. The Owner shall have the right to reject the insurance carrier selected by the Contractor. No Work shall commence prior to the Owner receiving a certificate of insurance verifying the coverage's to be provided as defined herein. In the absence of regulations, the amounts of coverage shall be as follows:

General Aggregate:	Not Less Than \$5,000,000
Products & Completed Operations Aggregate:	Not Less Than \$5,000,000
Personal & Advertising Injury:	Not Less Than \$1,000,000
Each Occurrence:	Not Less Than \$750,000
Fire Damage (Any one fire):	Not less Than \$50,000
Medical Expense (Any one person):	Not Less Than \$5,000

**Worker's Compensation Insurance:** The Contractor shall furnish certificates from the Worker's Compensation Board of Indiana, or its successor, that he is fully covered by Worker's Compensation and Occupational Diseases

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

Automobile Liability: The Contractor shall furnish and maintain, at his expense during the life of the Contract, automobile liability insurance, covering claims for damages because of bodily injury, death or property damage arising from the use of all motor vehicles engaged in operating within the terms of this Contract. The amounts of such combined single limit coverage shall be not less than (\$ 1,000,000) for any one occurrence, including hired and non-owned vehicles. All Subcontractor(s) of the Contractor shall have similar automobile liability insurance. The Contractor shall be responsible for verifying that all Subcontractor(s) have said automobile liability insurance. Coverage 1 shall apply. No Work shall commence prior to the Owner receiving a certificate of insurance verifying the coverage provided herein.

Special Hazards: Special Hazards, as determined by the Owner, shall be covered by rider or riders in amounts to be agreed upon, to the Liability Insurance policy or policies required to be furnished by the Contractor, and all Subcontractor(s) employed by the Contractor, or by separate policies of insurance in the amounts as defined in the Special Conditions of the Contract Documents. All such special Hazards insurance coverage shall have the Owner as an additional insured. No Work requiring special hazard coverage shall commence until the Owner has received a certificate of insurance verifying the coverage required herein.

Subcontractor(s) Insurance: The Contractor shall require all Subcontractor(s) to secure and maintain in force during the term of this Contract, all such insurance coverages defined above. The Contractor shall verify the existence of all said insurance policies and coverages. No Work by a Subcontractor(s) shall commence prior to the Owner receiving a certificate of insurance verifying the coverage required herein.

Other Provisions: Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the Owner, its officers, officials, employees and volunteers by the Contractor and Subcontractor(s). The Contractor's and Subcontractor's insurance shall apply separately to each insured against whom claim is made or suit is brought except with respect to the limits of the insurer's liability. The insurer shall agree to waive all rights of subrogation against the Owner, its officers, officials, employees and volunteers for losses arising from Work performed by the Contract for the Owner. The Contractor shall be responsible for notifying all insurance carriers of this contract provision and shall be liable to the Owner for any failure to so notify and advise any insurance carrier of this provision.

### **PROOF OF INSURANCE**

The Contractor shall furnish the Owner with satisfactory proof of coverage of the insurance required, in a reliable company or companies to be approved by the Owner, licensed to do business in the State of Indiana, before commencing any Work. Such proof shall consist of certificates executed by the respective insurance companies, filed with the Owner. The certificates of insurance shall show the name and address of the Company, expiration date or dates, and the policy number or numbers. The Owner reserves the right to require complete, certified copies of all required insurance policies at any time.

Proof of insurance shall be maintained up to date, and failure to maintain adequate coverage and proof shall be deemed sufficient reason for cancellation of the Contract. All insurance shall provide that the policy shall not be canceled, terminated or modified unless thirty (30) days prior to such cancellation, termination or modification written notice is given to the Owner. No policy may be modified, terminated or canceled by the Contractor without the prior written approval of the Owner.

### **MATERIALS AND WORKMANSHIP**

Unless otherwise stipulated, in writing and approved by the Owner, the Contractor shall provide and pay for all material, labor, water, tools, equipment, light, power, transportation and other facilities necessary for the execution and completion of the Work.

The Contractor shall at all times enforce strict discipline and good order among their employees, and shall not employ on the Project any unfit person, or anyone not skilled in the Work assigned to them.

At any time during the course of the contract, when, in the opinion of the Owner, provisions of the Contract

Documents are being violated by the Contractor, its employees, or any Subcontractor(s) hired by the Contractor, the Owner will have the right and authority to order all work to cease and require the correction of any violation. In the event the Owner orders a cessation of any Work, the Contractor shall not proceed until arrangements satisfactory to the Owner are made by the Contractor for resumption of the Work in compliance with the provisions of the Contract Documents.

### **TERMINATION FOR BREACH**

In the event that any provision of this Contract is violated by the Contractor or by any of their Subcontractor(s), or if the Contractor should become a debtor in a bankruptcy proceedings, or if he should make a general assignment of their assets for the benefit of their creditors, or if a receiver should be appointed for any reason on account of their insolvency, or if he should persistently or repeatedly fail to supply sufficiently skilled workmen or proper materials as required by the Specifications and Contract Documents, or if Contractor should disregard the instruction of the Owner, then the Owner may serve written notice upon the Contractor and the Surety of its intention to terminate this Contract, specifying the reasons for such intent to terminate. If, within seven (7) days after the serving of such notice, the Contractor has failed to correct the listed deficiencies to the satisfaction of the Owner, the Contractor shall be deemed in default. In the event of default, the Contract shall be deemed terminated; the Owner shall immediately serve notice thereof upon the Contractor and Surety. The Surety shall then take over and perform the Contract, provided, however, that if the Surety does not commence performance thereof within thirty (30) days from the date of the mailing to such Surety of notice of termination, the Owner may take over the Work and prosecute the same to completion. The Contractor and the Surety shall be jointly liable for all expenses, including but not limited to labor, materials, administrative expense and attorney's fees, incurred by the Owner in completing the Contract, and recovering the costs associated therewith.

### **SUBCONTRACTS**

The Contractor shall, as soon as practicable after the execution of the Contract, notify the Owner in writing of the names of Subcontractor(s) which the Contractor proposes to have perform any Work, and the Owner or Building Commission Coordinator may within a reasonable time object the use of said Subcontractor(s) as incompetent or unfit.

If the Contractor has submitted before execution of the Contract a list of Subcontractor(s), and the change of any name on such list is required to be approved in writing by the Owner after such execution, the Contract price shall be increased or decreased by the difference in cost occasioned by such change. The Contractor agrees that he is as fully responsible to the Owner for the acts and omissions of their Subcontractor(s), and of persons either directly or indirectly employed by them, as he is for the acts and omissions of persons directly employed by him.

Nothing contained in the Contract Documents shall create any contractual relation between any Subcontractor(s) and the City of Evansville.

### **RELATIONS OF CONTRACTOR AND SUBCONTRACTOR**

The Contractor agrees to bind every Subcontractor(s), and every Subcontractor(s) shall agree to be bound by the terms of the Contract, and the Contract Documents, as far as applicable to their Work, including the following provisions, unless specifically noted to the contrary in a Subcontract approved in writing as adequate by the Owner and Owner.

- a) The Subcontractor(s) shall agree:
  - 1) To be bound to the Contractor by the terms of the Contract, and the Contract Documents, and to assume toward him all the obligations and responsibilities that the Contractor, by these documents, assumes toward the Owner.
  - 2) To make all claims for extras, for extensions of time, and for damages for delays or otherwise, to the Contractor, in the manner provided in the Contract Documents for like claims by the Contractor upon the Owner, except that the time for making claims for extra cost is one week.
  
- b) The Contractor shall agree:
  - 1) To be bound to the Subcontractor(s) by all the obligations that the Owner assumes to the Contractor under this Contract, and the Contract Documents, and by all provisions thereof affording remedies and redress to the Contractor from the Owner.
  - 2) To pay the Subcontractor(s) to such extent as may be provided by the Contract Documents or the



Subcontract.

- 3) To make no demand for liquidated damages or penalty for delay in any sum in excess of such amount as may be specifically named in the Subcontract.
- 4) That no claim for services rendered or materials furnished by the Contractor to the Subcontractor(s) shall be valid unless written notice thereof is given by the Contractor to the Subcontractor(s) during the first ten days of the calendar month following that in which the claim originated.

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

Bid Amount: \$ \_\_\_\_\_

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

COMPANY: \_\_\_\_\_

BY: \_\_\_\_\_

PRINT

\_\_\_\_\_  
SIGNATURE

TITLE: \_\_\_\_\_

DATE: \_\_\_\_\_

**Corporate Seal (if applicable):**  
Commodities

# CONTRACTOR QUESTIONNAIRE

## NW Third Street Pearl Building Debris Removal Services Bid

**Please identify the personnel resources which you currently have available to carry out this contract:**

Number of full-time employees' \_\_\_\_\_

Number of part-time employees' \_\_\_\_\_

**Please identify the personnel resources that you plan to hire in the event that you are awarded this contract:**

Number of full-time employees' \_\_\_\_\_

Number of part-time employees' \_\_\_\_\_

**Please identify the equipment which you currently have available to carry out this contract:**


**Please identify any governmental agencies with which you have had contracts since 2014: (include agency name, contact person and phone number).**

Agency Name	Contact Person	Phone Number

Please list three (3) commercial client references with which you had trash removal contracts since 2009: (Include client name, contact person and phone number).

Client Name	Contact Person	Phone Number

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

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

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

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

\_\_\_\_\_

**Phone / Cell Number / Fax / E-Mail:** \_\_\_\_\_

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

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

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

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

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

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

OR

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

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

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

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

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

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

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

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

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

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

## **EQUAL EMPLOYMENT OPPORTUNITY**

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

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

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

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

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

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

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

\_\_\_\_\_  
Signed

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

\_\_\_\_\_  
Telephone

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

\_\_\_\_\_  
Date

## INDIANA LEGAL EMPLOYMENT DECLARATION

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

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

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

\_\_\_\_\_  
(Name of Company)

By: \_\_\_\_\_  
(Authorized Representative of Company)

Subscribed and sworn to before me on this \_\_\_\_\_ day of \_\_\_\_\_, 2024.

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

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

\_\_\_\_\_  
Notary Public – Signature

\_\_\_\_\_  
Notary Public – Printed Name

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

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

# CONFLICT OF INTEREST / FAMILIAL DISCLOSURE FORM

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

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

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

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

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

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

---

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

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

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

) SS:

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

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

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

**WITNESS** my hand and notarial seal this \_\_\_\_ day of \_\_\_\_\_, 2024.

My commission expires: \_\_\_\_\_

\_\_\_\_\_

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

My County of residence is: \_\_\_\_\_

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

\_\_\_\_\_  
Printed Name of Notary Public

# **NON-COLLUSION AFFIDAVIT**

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

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

\_\_\_\_\_  
DATE

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

\_\_\_\_\_  
TELEPHONE

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

\_\_\_\_\_  
FAX

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

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

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 2024.

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

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

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