INTRODUCTION
Indianapolis Housing Agency (IHA), and on Behalf of Lugar, LP and IHA Housing Partners II, LP located at 1919 N. Meridian Street, Indianapolis, Indiana, owns and/or has certain jurisdiction over 22 Marion County affordable housing communities, 14 of which are managed by IHA directly. Six of these communities are in Center Township, with the rest scattered throughout the rest of the county. These sites comprise 2,624 total dwelling units, including public housing units, Low Income Housing Tax Credit units, Project Based Vouchers as well as Project Based Rental Assistance units and market-rate units. Many of IHA’s communities operate under multiple state or federally-regulated programs. IHA also administers 8,819 Section 8 units under HUD’s Housing Choice Voucher Program.

IHA is governed by a nine-member Board of Commissioners. Five of the nine Board members are appointed by the Mayor of the City of Indianapolis, two Board members are appointed by the City/County Council and two members are elected as representatives for the Family and Senior community sites. The Agency’s day-to-day operations are directed by the Agency’s Executive Director. The Agency is primarily funded through the United States Department of Housing and Urban Development.

With Approximately 140 employees, the Agency administers its programs with an operating budget of approximately $64 million per year and a total budget of approximately $68 million per year.

PROJECT DESCRIPTION
IHA invites competitive bids from qualified, licensed General Contractors for the repair, seal coat and stripping of parking lots at Lugar Tower, The Braxton at Lugar and The Georgetown Apartments and is described in the Scope of Work located on the “Doing Business with IHA” page of the IHA website (www.indyhousing.org). Lugar Tower is located at 901 Fort Wayne Avenue, Indianapolis, IN 46202. The Braxton at Lugar is located at 911-921 Fort Wayne Avenue, Indianapolis, IN 46202. The Georgetown Apartments are located at 3641 Bunker Hill Drive, Indianapolis, IN 46205.

SCOPE OF WORK
The scope of work includes the repair, seal coat and stripe the parking lots at Lugar Tower, The Braxton at Lugar and The Georgetown Apartments. For specific project scope of work see the following documents available on the “Doing Business With IHA” page of the website (www.indyhousing.org):

PRE-BID CONFERENCE & WALKTHROUGH
IHA will conduct a pre-bid meeting 10:00 AM on Wednesday, May 1, 2019. The meeting will be held at The Georgetown Apartments, 3641 Bunker Hill Drive, Indianapolis, IN 46025. A site visit will be conducted at this time. All prospective bidders are encouraged to attend.

QUESTIONS
Please send questions via e-mail to: Diane Padgett, Procurement Manager (dpadget@indyhousing.org). Telephone or faxed questions will not receive a response. Questions and answers will be posted on the website.

The deadline for questions is Wednesday, May 8, 2019 at 2:00 PM.
**BID DEADLINE**

Please submit all ITB responses to the Executive Offices of IHA, Attn: Diane Padgett, 1919 N. Meridian Street, Indianapolis, Indiana 46202-1303 by 2:00 P.M., Eastern Standard Time, Thursday, May 16, 2019. IHA is the sole determinant of timeliness. Contractor is solely responsible for a timely delivery.

Please submit one original and three copies of the bid response in a sealed envelope and marked Sidewalk Replacement. Include the responder’s name and address on the envelope or box. Email or faxed responses are not acceptable. Submissions received after 2:00 PM will not be accepted.

All on-time bids will be opened publicly and read aloud immediately following the bid deadline. The successful contractor will also be announced on the “Doing Business with IHA” page of the IHA website (www.indyhousing.org).

**MBE/WBE/VBE/DOBE PARTICIPATION REQUIREMENTS**

1. It is the policy of the Indianapolis Housing Agency that Women’s Business Enterprises (WBE), minority business Enterprises (MBE), Veteran Business enterprises (VBE), and Disability-owned business enterprises (DOBE) shall have the maximum feasible opportunity to participate in the performance of contracts. Consequently, the Owner has established the following percentage goals for MBE, WBE, VBE, and DOBE participation on this Project, based on the Contract Price as awarded to the successful Bidder:
   - MBE: fifteen percent (15%)
   - WBE: eight percent (8%)
   - VBE: 3 percent (3%)
   - DOBE one percent (1%)

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

3. A Bidders shall complete the Bidders itemized Proposal and Declarations form for construction or goods & services to disclose the status of its ability to meet the MBE/WBE/VBE/DOBE goals as of the submittal due date. Failure to do so shall deem the response non-responsive.

   B Any Bidder who does not meet a project goal must petition IHA for relief from that goal by filing an application for a waiver, which application shall be submitted with the other required bid documents. The application for the waiver shall show with detailed documentation all good faith efforts that were made by the Bidder for the purpose of fulfilling the project goal and to assure that MBE, WBE, VBE, and DOBE firms are used as sources of supplies, equipment, construction and services. The application for MBE/WBE/VBE/DOBE program waiver form shall be requested by contacting IHA, Procurement Department, 1919 N. Meridian Street, Indianapolis, IN 46202 or via phone at 317-261-7184. The application shall be submitted as a 72 hour post-bid submittal.

   C Examples of good faith efforts for MBE/WBE/VBE/DOBE shall include, at a minimum, all of the following:
   1. Documentation of any advertising that the Bidder performed in search for prospective MBE/WBE/VBE/DOBE for the contract in general circulation, trade, and minority-focused media.
   2. Documentation of any written notifications that the bidder provided to MBE/WBE/VBE/DOBE firms notifying them of contracting opportunities in sufficient time to allow them to participate, and to minority business assistance agencies for the purpose of locating prospective MBE/WBE/VBE/DOBE for the contract. Documentation must also include written notification to IHA for assistance in locating prospective MBE/WBE/VBE/DOBE firms for the contract.
   3. Documentation of the Bidder’s efforts to select portions of the work to be performed by MBE/WBE/VBE/DOBE firms in order to increase the likelihood of achieving the stated goals, including the division of contracts into economically-feasible units to facilitate participation.
   4. Documentation of direct contact and negotiations with MBE/WBE/VBE/DOBE firms and/or partnerships for specific sub-bids, including at a minimum the following information:
      A The names, addresses and telephone numbers of MBE/WBE/VBE/DOBE firms that were contacted;
B A description of the information provided to MBE/WBE/VBE/DOBE firms regarding the plans and specifications for portions of the work to be performed;  
C A statement of why prospective agreements with MBE/WBE/VBE/DOBE firms were not reached.
5 Documentation of technical assistance provided to MBE/WBE/VBE/DOBE firms for obtaining bonding, insurance or a needed line of credit for the project.  
6 Documentation relevant to any other efforts the Bidder has made to assist MBE/WBE/VBE/DOBE firms in overcoming the traditional barriers of participation in the industry affected by the contract. 
7 Documentation of efforts to research other possible areas of participation, including, but not limited to, any of the following:  
A Suppliers;  
B Shipping or transport enterprises;  
C Engineering enterprises; and  
D Any other role that may contribute to the production and delivery of the product or service specified in the contract.  
D The bidder shall maintain adequate records of all relevant data with respect to the utilization and attempted utilization of MBE/WBE/VBE/DOBE firms and shall provide full access to these records to the owner upon its request to inspect them.
4. The apparent successful Bidder shall, within three (3) business days after notification by the Owner, provide the application for Program Waiver (if Bidder has not met all goals as set out in section 1 above), and any supporting documentation deemed necessary by the owner to demonstrate utilization of good faith efforts to achieve or maximize MBE/WBE/VBE/DOBE firms, participation goal levels as set out in section 1 which shall serve as an additional condition to the Bidder being found responsible and responsive. 
5. The decision of the Owner concerning whether or not a Bidder has satisfactorily demonstrated good faith efforts shall be conclusive and binding upon such Bidder.  
6. Where a Bidder proposes to utilize a MBE/WBE/VBE/DOBE firm that has not been certified as such by the City of Indianapolis, Office of Minority & Women Business Development shall submit a completed certification application for such MBE/WBE/VBE/DOBE. The MBE/WBE/VBE/DOBE must become certified by OMWBD to count toward attainment of the MBE/WBE/VBE/DOBE goals for the project. Bidders must obtain copies of the certification from OMWBD at Suite 1260, City-County Building, 200 E. Washington Street, Indianapolis, IN 46204. Phone is 317-327-5262; Fax is 317-327-4482.
7. For the purposes of determining the degree of participation for MBE/WBE/VBE/DOBE firms operating as participants in Joint Ventures, as Subcontractors or Suppliers, the following methodology shall be utilized:
A A Joint Venture Bidder consisting of one or more MBE/WBE/VBE/DOBE parties will be credited with MBE/WBE/VBE/DOBE participation on the basis of percentage of the dollar amount of the work to be performed by the MBE/WBE/VBE/DOBE. For example, if such Joint Venture proposes to perform fifty percent (50%) of the dollar amount of the work quoted at $1,000,000 and fifty percent (50%) of the work is to be performed by the MBE/WBE/VBE/DOBE Joint Venture partner, MBE/WBE/VBE/DOBE participation will be credited as twenty-five percent (25%) of the work or $250,000. 
B A Bidder will receive sixty percent (60%) toward goal attainment for the use of minority suppliers who are not manufacturers, i.e. where a Bidder proposes to purchase $10,000 worth of construction materials from a minority Supplier who did not manufacture the materials, $6,000 will be credited toward the Bidder’s minority participation goal. However, where the minority Supplier is the manufacturer of the product supplied, the Bidder will receive MBE/WBE/VBE/DOBE credit of one hundred percent (100%) of the dollar amount of the supply contract.
8. The Owner may, at any time before or after award, require the Bidder/Contractor to submit additional information to the owner regarding MBE, WBE, VBE, OR DOBE certification and utilization. Such information may include but not be limited to: (i) Copies of all executed agreements for each MBE/WBE/VBE/DOBE enterprise engaged to satisfy the participation goals, showing (ii) the name and address of the MBE/WBE/VBE/DOBE, (iii) the scope of work to be performed, (iv) the dollar value of work to be performed or furnished by each proposed MBE/WBE/VBE/DOBE subcontractor or MBE/WBE/VBE/DOBE joint venture partner, (v) acknowledgment and acceptance of the agreement by the MBE/WBE/VBE/DOBE and (vi) monthly utilization payment reports with each monthly application for payment using the on-line submittal process (MyLCM).  
9. Failure to comply with the MBE/WBE/VBE/DOBE provisions of the contract may result in one or more of the following sanctions: cancellation, terminator or suspension of any contracts, or any portion(s) thereof, including
but not limited to withholding any progress payment or any other monies payable or due under the contract, and/or inclusion on the Owner’s list of contractors or vendors who are non-responsible due to MBE/WBE/VBE/DOBE violations, meaning Bidder would not be eligible to do work for the Owner for a specified period.

**COMPLIANCE WITH E-VERIFY PROGRAM**

Pursuant to IC 22-5-1.7, Contractor must enroll in and verify the work eligibility status of all newly hired employees of Contractor through the E-Verify Program (“Program”). Contractor is not required to verify the work eligibility status of all newly hired employees through the Program if the Program no longer exists.

- Contractor and its Subcontractors may not knowingly employ or contract with an unauthorized alien or retain an employee or contract with a person that Contractor or its Subcontractor subsequently learns is an unauthorized alien. If Contractor violates this section, Owner will require Contractor to remedy the violation not later than thirty (30) days after Owner notifies Contractor. If Contractor fails to remedy the violation within the thirty (30) day period, Owner will terminate the contract for breach of contract. If Owner terminates the contract, Contractor will, in addition to any other contractual remedies, be liable to Owner for actual damages. There is a rebuttable presumption that Contractor did not knowingly employ an unauthorized alien if Contractor verified the work eligibility status of the employee through the Program.
- If Contractor employs or contracts with an unauthorized alien but Owner determines that terminating the contract would be detrimental to the public interest or public property, Owner may allow the contract to remain in effect until Owner procures a new contractor.
- Contractor will, prior to performing any work, require each Subcontractor to certify to Contractor that the Subcontractor does not knowingly employ or contract with an unauthorized alien and has enrolled in the Program. Contractor must maintain on file a certification from each Subcontractor throughout the duration of the Project. If Contractor determines that a Subcontractor is in violation of this section, Contractor may terminate its contract with the Subcontractor for such violation. Such termination may not be considered a breach of contract by Contractor or the Subcontractor.

**COMPLIANCE WITH SECTION 3 PROGRAM**

Respective responders are advised that this project is a Section 3 covered project and described in 24 CFR 135, which implements Section 3 of the Housing and Urban Development Act of 1968, as amended (“Section 3”). Without limitation of any other applicable affirmative action requirements, the successful respondent and any other subcontractors, such as, but not limited to, delivery, assembly and provision of raw materials will also have an obligation to cause the work to be performed, to the greatest extent feasible, by business concerns located in or owned in substantial part by persons residing in the area of the project (i.e. City of Indianapolis), as those terms are defined in the documents. The employment of individuals residing in the communities or neighborhoods in which the project is located is considered an integral part of the Section 3 requirement. The response form and Section 3 policy are available on the “Doing Business With IHA” page of the website (www.indyhousing.org).

All contractors are required to submit the Section 3 – Contractor Initial Response form that indicates their intention to hire and/or contribute to the training fund. The form is attached located on the IHA website.

The Section 3 Program applies to the portion of the contract at The Georgetown Apartments only.

**DAVIS BACON WAGE DETERMINATION**

Davis Bacon Wage Determination Heavy and Highway Rate IN190006, dated 02/15/2019, Mod 2 governs this project. The wage determination is attached and may also be found on the “Doing Business With IHA” page of the agency’s website (www.indyhousing.org). Weekly certified payrolls will be required and will be submitted thru the on-line tracking program referenced below.

The Davis Bacon wage determination applies to the portion of the contract at The Georgetown Apartments only.

**ON-LINE PROGRAM TRACKING**
IHA has implemented an on-line process to submit documentation for various areas of contract compliance on all construction and renovation projects. IHA encourages on-line submittal of M/W/V/DOBE participation, Section 3 hires and/or contribution, workforce utilization and certified payrolls if applicable. The contract monitor assigned to the project will make each contractor aware of the date, time, and location of training on this on-line submittal process. Information on the process will also be provided at pre-construction meetings where applicable.

CERTIFICATE OF INSURANCE

IHA requires a current certificate of insurance with each bid. The certificate must document that the contractor has at a minimum one million dollars general liability, one million dollars vehicular liability and workman compensation statutory limits. The certificate of insurance must show the Indianapolis Housing Agency as additional insured.

ITEMS REQUIRED FOR SUBMITAL

Respondents must complete the following certifications, affidavits, assurances. All forms are included in this ITB and are located on the “Contracting Opportunities” page of the IHA website (www.indyhousing.org):

1. Bid Form (Exhibit A)
2. Form HUD-5369-A: Representation & Certifications of Bidders
3. At least three references (do not include IHA employees)
4. Non-Collusive/Non-Identity of Interest Affidavit
5. Certificate of current insurance
6. M/W/V/DOBE certification if applicable
7. Section 3 Contractor Initial Response Form
8. E-Verify Affidavit
9. MBE/WBE/VBE/DOBE Bidder’s Initial Response Form Construction, Form #1119
10. Bid bond in the amount of 5% of total bid
11. Form HUD 5370 General Conditions
12. Top 3 successful bidders will be required to provide a supplemental Bid Form within 24 hours if requested by IHA

NOTE: Performance/Payment bond in the amount of 100% of the total bid amount will be required of the successful vendor

All of the above required documents, with the exception of the Certificate of Insurance, M/W/V/DOBE certification, if applicable, references and bid bond, are available on the Doing Business With IHA page of the Agency’s website (www.indyhousing.org).

At the time of bid, only the bid tab sheet and bid bond are required. All remaining documents may be submitted at the time the bid is due or may be submitted as 48 hour post bid submittals. Failure to submit the above referenced documents within the 48 hour post bid submittal timeframe will cause your firm’s bid to be deemed non-responsive and will not be considered for award.

AWARD

IHA will award a contract to the lowest most responsible and responsive respondent. The award may be contingent on the approval by the Executive Director and may require an IHA Board of Commissioners resolution. IHA reserves the right to decline all bids if business conditions or budgetary restrictions warrant.
BID FORM

PARKING LOT PROJECT AT LUGAR TOWER, THE BRAXTON AT LUGAR
AND THE GEORGETOWN APARTMENTS
Quotes Due: September 7, 2018

TO: THE INDIANAPOLIS HOUSING AGENCY
1919 N MERIDIAN ST
INDIANAPOLIS, IN 46202
ATTN.: Diane Padgett

All bid amounts include all applicable sales tax, user fees, tap fees, all permit fees, materials, labor, bonds, insurance, inspection fees, testing costs etc.

Lugar Tower
$ _____________________________ Materials
$ _____________________________ Labor
$ _____________________________ Profit & Overhead

The Braxton at Lugar
$ _____________________________ Materials
$ _____________________________ Labor
$ _____________________________ Profit & Overhead

The Georgetown Apartments
$ _____________________________ Materials
$ _____________________________ Labor
$ _____________________________ Profit & Overhead
SCOPE OF SERVICES

Parking Lot Repair, Seal Coat and Restripe at The Georgetown Apartments

- Contractors shall repair all asphalt drives, sealcoat and restripe entire lot including dumpster area.
- Contractor shall repair all damaged asphalt including center gutters, oil spots, fatigue fractures, chuck holes and other damage prior to seal coating.
- Contractor shall surface mill the damaged pavement (as noted on the site map) in the center of the drives 2 inches deep by 48 inches across.
- In the area at the 42nd Street entrance up to the first set of speed bumps, the contractor shall mill the area to a depth of 2 inches and a width of 9 feet on each side of the center and repave.
- In the gate area, the gate trigger shall be imbedded in the pavement after milling but before the top coat is applied.
- In the gutter areas in the center of the drives that do not exceed 4 inch wide, the cracks shall be filled with sand and sealed with crack sealer.
- Any cracks over ¼”, along with the alligator areas, shall be filled with crack sealer.
- All milled surfaces are to be filled with hot patch and rolled.
- 60 days after all asphalt repairs are completed, contractor shall return and seal coat and stripe lots. This 60 day period is to allow time for the asphalt to cure prior to seal coating.
- Prior to seal coating, contractor shall sweep all debris and loose aggregate from lot. All grass and vegetation is to be removed from cracks and around curbs manually and treated with herbicide. This includes trimming of vegetation behind curbs prior to painting.
- Seal coating shall be a sanded type material. Sealer must cure completely before striping.
- Contractor shall restripe entire parking lot as follows:
  - Lots have approximately (126) standard parking spaces and (11) ADA spaces. Contractor is responsible for counting spaces and insuring that ADA requirements are met. Measurements and space counts are approximate and contractor is responsible for field verification.
  - Parking space lines and curbs shall be painted yellow.
  - ADA spaces shall be two colors, ADA blue and white. The square shall be blue, the trim around the square shall be white and the man shall be white.
- A pre-construction meeting will be required between the contractor and IHA staff to arrange and coordinate the repaving work and requirements to clear the lots. The owner shall be responsible for the communications with the residents. Contractor shall be responsible for providing all barriers. Due to limited offsite parking, project will need to be completed in two phases.
- Work shall proceed within 5 business days from contract execution. Contractor shall work Monday through Friday, 8:00 AM to 5:00 PM. The contractor shall request and receive authorization in writing for any work that needs to be done on weekends or outside normal working hours. Due to the active status of the property, authorization will only be granted in extreme cases.
- Warranty shall provide coverage for all seal coating, asphalt repair, crack repair and parking lot striping against defects in materials and workmanship for period of (2) years from date of application.
SCOPE OF SERVICES

Parking Lot Repair, Seal Coat and Restripe for Lugar Towers and The Braxton at Lugar

- Contractors shall repair, sealcoat and restripe entire lot at the rear of Lugar Tower and The Braxton at Lugar
- Contractor shall repair all damaged asphalt including oil spots, fatigue fractures, chuck holes and other damage prior to seal coating lot
- Contractor shall sweep all debris and loose aggregate from lots prior to seal coating
- Contractor shall remove all grass and vegetation from cracks and around curbs manually and then treat with herbicide prior to seal coating and striping. This includes trimming of vegetation behind curbs to be painted yellow.
- Contractor shall stripe the Parking Spaces after sealcoat work has cured and dried
- Contractor shall provide all barriers for parking areas while work is being performed.
- Current ADA requirements shall be followed for the striping process, this includes spaces for van access, proper size and clearance, parking space numbers. Lugar Tower consists of (12) ADA spaces and (2) van assessable spaces.
- ADA spaces shall be two colors, ADA blue and white. The man is to be painted white, the box is to be painted blue and the outside edge of the box shall be painted white.
- Parking space lines shall be painted yellow
- Contractor is responsible for adhering to current codes relating to space sizing.
- Warranty shall provide coverage for all seal coating, asphalt repair, crack repair and parking lot striping against defects in materials and workmanship for period of (2) years from date of application.
- Contractor shall visit site to measure all lots and parking spaces prior to quote.
- Contractor is responsible for field measurements and parking space count.
- Owner will not be held liable or accept any change orders due to contractor failure to field verify.
- Due to limited offsite parking, seal and restripe will need to be completed in phases. This will be worked out with site staff prior to start of work. Contractor shall provide all barriers for parking areas while work is being performed.
- Work shall proceed within 15 business days from contract award.
- Work shall be completed within 30 days of Notice to Proceed, unless weather does not permit work.

All work shall be done during normal working day 8:00 to 5:00. No weekend work will be permitted