

**NOTICE TO BIDDERS
For the Demolition of:
Commercial Structures Located at
700 and 716-22 E. 5th Avenue
and
1700-1704 Broadway
Gary, IN 46402**

ELECTRONIC BIDS FOR:

**Project No. NWI RDA – BE – 2025-01
Project Name: Demolition and Site Restoration – Parcels
45-08-03-181-003/004 & 45-08-09-437-010**

will be received from Contractors, at the Northwest Indiana Regional Development Authority by Email at

dwellman@rda.in.gov

(note, do not cc: any other party)

Subject line MUST contain “Project NWI RDA – BE – 2025-01; - Demolition and Site Restoration – Parcels 45-08-03-181-003/004 & 45-08-09-437-010 - (Your firm)”

Bid File (PDF) MUST be named-“(Bidding Firm name) Project-NWI RDA – BE – 2025-01; - Demolition and Site Restoration – Parcels 45-08-03-181-003/004 & 45-08-09-437-010” and not exceed 9Mb

Until 1:31 P.M (Central Time), May 5, 2025, after which all bids will be publicly opened.

Minority Contractors are encouraged to submit bids on this project as a prime contractor or through a prime contractor.

Bidders must be listed as a current City of Gary Licensed Contractor to be considered for award of this contract. City of Gary Contractor License application information can be accessed via the link below.

<https://www.gary.gov/building>

By submitting a bid, Contractors agree to the terms and conditions of the Northwest Indiana Regional Development Authority STANDARD CONTRACT FOR PUBLIC WORKS PROJECT. A sample of this contract is provided for reference.

INSTRUCTIONS TO BIDDERS

01 PROJECT DESCRIPTION AND LOCATION:

This project includes demolition of commercial structures and restoration of two sites located at 700 and 716-22 E. 5th Avenue and 1700-1704 Broadway in Gary, Indiana. Specific scopes of work include, but are not limited to, removal and disposal of hazardous and regulated materials; demolition; removal, transport, and disposal of associated debris; backfilling; grading and site restoration; maintenance of traffic; and soil erosion and sedimentation control. All work shall be performed in accordance with the project Proposal attached hereto.

02 TITLE AND DEFINITIONS

Contract: A written agreement between two or more parties enforceable by law.

Contractor: A person who has entered into or seeks to enter into a contract with Public Works Division.

Prime Contractor: A person or business which is primarily responsible for providing goods and service or performing a specific service, etc. under contract. A prime contractor can also be a Minority Business Enterprise, a Women's Business Enterprise or an Indiana Veteran Owned Small Business Enterprise.

Subcontractor: A person or a business who has a direct contract with a prime contractor who is under contract to provide goods and services or perform a specific service.

Joint Venture: An association of two or more businesses to carry out a single business enterprise for profit for which purpose they combine their property, capital, efforts, skills and knowledge.

Manufacturer: A supplier that produces goods from raw materials or substantially alters them before resale.

Minority Business Enterprise (MBE) and Women's Business Enterprise (WBE): A business concern which is certified as at least fifty-one percent (51%) owned and controlled by one or more of the individuals classified as a minority group which includes: African Americans, Hispanic Americans, Native Americans, Asian Americans, and other racial minority groups as defined by 13 CFR 124.103, or at least fifty-one percent (51%) owned and controlled by a woman or women.

Supplier: Any person or entity engaged to furnish goods, materials and/or equipment, but no on-site labor, is capable of furnishing such goods, materials and/or equipment either directly from its own stock or by ordering materials and/or equipment directly from a manufacturer, and is engaged to furnish such goods, materials and/or equipment directly to a prime contractor or one of its subcontractors.

Indiana Veteran Owned Small Business Enterprise (IVOSB): means an Indiana small business enterprise which is certified as at least fifty-one percent (51%) owned and controlled by a veteran.

03 PRE-BIDDING, BIDDING AND POST BIDDING REQUIREMENTS

- A. The Northwest Indiana Regional Development Authority (RDA) will authorize their Owner's Rep to issue bidding documents, construction documents and addenda to bidders.
- B. It is recommended that all Bidders visit the site prior to submitting bid and become thoroughly familiar with the existing site conditions and work to be performed, as indicated in the bidding documents, construction documents and addenda. Extra compensation or extension of time will not be allowed for failure to examine the site prior to bidding.
- C. During the bidding period, should questions arise as to the meaning of any part of the bidding documents, construction documents or addenda that may affect the Bidder, the Bidder shall contact the RDA and submit a written request for clarification. The RDA will make such clarification only by written Addendum that will be emailed to each document holder or may be obtained at the RDA office. By submitting a bid, the Bidder acknowledges procurement of all Addenda. No written request for clarification will be accepted by the RDA later than fourteen (14) calendar days prior to the scheduled bid date.
- D. Bid shall include Base Bid (in figures and in words). In verifying bids, word amounts shall have precedence over figure amounts.
- E. Alternate amount(s) shall be listed where indicated. Add Alternates are not to be included in the Base Bid Scope of Work. Deduct Alternates are to be included in the Base Bid Scope of Work. The bid form must be signed. Note that by signing the bid document, the Bidder is acknowledging the procurement of all addenda and is certifying that the bid recognizes all

items in all addenda.

- F. A bid by a corporation shall be in the legal name of the corporation followed by the word "by" and the signature of an authorized agent. The secretary of the corporation shall sign indicating his/her authority to sign.
- G. The RDA reserves the right to request additional financial information or contractor experience as a basis for rejection of bid or award of contract.
- H. Each Bidder must file with his bid a Non-Collusion Statement signed by the same authorized person(s) who signed the bid.
- I. Each Bidder must file with his bid a completely filled in and executed Bid Bond in accordance with IC 4-13.6- 7-5. The bid bond penal sum shall be the minimum amount of five percent (5%) of the bid including all additive alternates.
- J. Each bidder must file with his bid an Employee Drug Testing Plan in accordance with IC 4-13-18 or evidence that the contractor is subject to a collective bargaining agreement containing drug testing requirements that comply with IC 4-13-18.
- K. Each Bidder must include his Federal ID number or Social Security number on page 1 of 3 of the Bid Form. All required bid documents must contain original handwritten signatures.
- L. All documents required by statute, rule or these instructions to be included in the bid must be submitted together in a single email file, plainly marked on the subject line and in the email file with the Name of Bidder, Project Identification, Project Number, Bid Time and Bid Date. Bids shall be rejected if all required documents are not in the single email file.
- M. A Bidder with proper identification may withdraw his bid at any time prior to the scheduled time for receipt of the bids; however, no bid may be withdrawn without written consent of the RDA for a *period of sixty (60) days after the date of the bid opening*, or unless extended in accordance with IC 4-13.6-4. Bids received after the designated due time for any reason, shall be rejected and returned unopened to the Bidder. The RDA reserves the right to reject any or all bids.
- N. All Bidders (corporations or other business entities) must be in good standing with the Indiana Secretary of State.

04 WORK BY CONTRACTOR

The Contractor shall perform a minimum of 15% of the value of work (measured in dollars of the total contract price) with his own forces, and not more than 85% of the value of work is to be subcontracted.

05 NONDISCRIMINATION

Pursuant to IC 22-9-1-10, the Contractor and subcontractors, if any, shall not discriminate against any employee or applicant for employment, to be employed in the performance of this contract, with respect to his hire, tenure, terms, conditions or privileges of employment, or any matter directly or indirectly related to employment, because of his race, religion, color, sex, disability, national origin, or ancestry. Breach of this covenant may be regarded as a material breach of the contract. Pursuant to IC 5-16-6-1, the contractor agrees:

- A. that in the hiring of employees for the performance of work under this contract or any subcontract hereunder, no contractor, or subcontractor, nor any person acting on behalf of such contractor or subcontractor shall, by reason of race, religion, color, sex, disability, national origin or ancestry, discriminate against any citizen of the State of Indiana who is qualified and available to perform the work to which the employment relates; and
- B. that no contractor, subcontractor, nor any person on his behalf shall, in any manner, discriminate against or intimidate any employee hired for the performance of work under this contract on account of race, religion, color, sex, national origin or ancestry; and
- C. that there may be deducted from the amount payable to the contractor by the State of Indiana or by any municipal corporation thereof, under this contract, a penalty of five dollars (\$5.00) for each person for each calendar day during which such person was discriminated against or intimidated in violation of the provisions of the contract; and
- D. that this contract may be canceled or terminated by the State of Indiana or by any municipal corporation thereof, and all money due or to become due hereunder may be forfeited, for a second or any subsequent violation of the terms or conditions of this section of the contract.

06 EMPLOYMENT ELIGIBILITY VERIFICATION

The Contractor affirms under the penalties of perjury that he/she/it does not knowingly employ an unauthorized alien.

The Contractor shall enroll in and verify the work eligibility status of all his/her/its newly hired employees through the

E-Verify program as defined in IC 22-5-1.7-3. The Contractor is not required to participate should the E-Verify program cease to exist. Additionally, the Contractor is not required to participate if the Contractor is self-employed and does not employ any employees.

The Contractor shall not knowingly employ or contract with an unauthorized alien. The Contractor shall not retain an employee or contract with a person that the Contractor subsequently learns is an unauthorized alien.

The Contractor shall require his/her/its subcontractors, who perform work under this contract, to certify to the Contractor that the subcontractor does not knowingly employ or contract with an unauthorized alien and that the subcontractor has enrolled and is participating in the E-Verify program. The Contractor agrees to maintain this certification throughout the duration of the term of a contract with a subcontractor.

The RDA may terminate for default if the Contractor fails to cure a breach of this provision no later than thirty (30) days after being notified by the RDA.

The contractor shall submit, before work begins the E-Verify case verification number for each individual who is required to be verified under IC 22-5-1.7. An individual who is required to be verified under IC 22-5-1.7 whose final case result is final non-confirmation may not be employed on the public works project.

A contractor may not pay cash to any individual employed by the contractor for work done by the individual on the project.

A contractor must follow the federal Fair Labor Standards Act of 1938, as amended (29 U.S.C. 201-209) and IC 22-2-2. A contractor must be in compliance with IC 22-3-5-1 and IC 22-3-7-34. A contractor must be in compliance with IC 22-4-1 through IC 22-4-39.5. A contractor must be in compliance with IC 4-13-18.

07 NOTICE OF AWARD

- A. Prior to execution of the Contract, in accordance with IC 4-13.6-5-2, the RDA may require additional submittals from Bidder/s to clarify contractor's experience and plans for performing the proposed work. Submittals which may be required include a critical path construction schedule which coordinates all significant tasks sequences and durations; demolition work plan; schedule of values, and documentation of efforts to include minority, woman, and veteran owned businesses in the proposed work. The RDA may require Bidder/s to provide a comprehensive list of subcontractors and suppliers within 24 hours of receipt of bids.
- B. Prior to execution of the Contract, the successful Bidder shall furnish a Certificate of Insurance to the RDA as part of the contract. The Insurance form is included for Bidder's review but need not be submitted at the time of the bid opening.
- C. Prior to execution of the Contract, the RDA will issue to the successful Bidder an email letter stating that its bid was the selected bid.
- D. Concurrent with execution of the Contract, the successful Bidder may be required to furnish executed copies of Contractor-Subcontractor agreements.

CONTRACTOR'S BID

For _____
(Insert class of work)

Project Number _____

Project Name (Title) _____

Date _____

To: Northwest Indiana Regional Development Authority
9800 Connecticut Dr.
Crown Point, IN 46307

Pursuant to notices given, the undersigned proposes to furnish and install work
in accordance with the construction documents prepared by:

(Designer Name, Address, Telephone)

for the sum of _____
(State amount in words)

_____ \$ _____
(State amount in figures)

If required add attachment for all unit prices called for in the Proposal.

_____ Federal I.D. Number or Social Security Number

Contractor's Email address _____
(Contract and Purchase Order will be sent to email address provided)

Ethics Compliance. The Contractor and its agents shall abide by all ethical requirements that apply to persons who have a business relationship with the State, as set forth in Indiana Code § 4-2-6 et seq., the regulations promulgated there under, and Executive Order 04-08, dated April 27, 2004. If the Contractor is not familiar with these ethical requirements, the Contractor should refer any questions to the Indiana State Ethics Commission, or visit the Indiana State Ethics Commission website at <<<<http://www.in.gov/ethics/>>>>. If the Contractor or its agents violate any applicable ethical standards, the State may, in its sole discretion, terminate this contract immediately upon notice to the Contractor. In addition, the Contractor may be subject to penalties under Indiana Code § 4-2-6-12.

Pursuant to IC 22-9-1-10, the Contractor and subcontractors, if any, shall not discriminate against any employee or applicant for employment, to be employed in the performance of this contract, with respect to his hire, tenure, terms, conditions or privileges of employment, or any matter directly or indirectly related to employment, because of his race, religion, color, sex, disability, national origin, or ancestry. Breach of this covenant may be regarded as a material breach of the contract.

IN TESTIMONY WHEREOF, the Bidder (a sole proprietor) has hereunto set his hand
this ____ day of _____, 20__.

Proprietorship (Company Name)

(INDIVIDUAL)

Bidder (Owner)

IN TESTIMONY WHEREOF, the Bidder (a partnership) has hereunto set their hands
this ____ day of _____, 20__.

Company Name

Partner

Partner

IN TESTIMONY WHEREOF, the Bidder (a corporation) has caused this proposal to be signed by its
President or other authorized signatory and Secretary this _____ day of _____, 20__.

Corporation Name

By President or Other Authorized Signatory

Secretary

If the bid is signed by other than the President, a Corporation Resolution designating other authorized signatory shall be submitted with this bid unless already on file with the Certification Board of the Public Works Division.

BY SIGNING THIS BID THE BIDDER ACKNOWLEDGES PROCUREMENT OF ALL ADDENDA AND
CERTIFIES THAT THIS BID RECOGNIZES ALL ITEMS IN ALL ADDENDA.

SIGNATURE AFFIDAVIT

PROJECT NO: _____

STATE OF _____ }
COUNTY OF _____ } SS:

Before me, the undersigned notary public, appeared _____ and being duly
(name of bidder)

sworn, on his oath says that he/she is _____
(president, general partner, owner)

of _____, bidder on Project No. _____, and
(name of company)

Affirmed that:

1. This bid is submitted in good faith in the amount stated herein, and will be fulfilled according to the Contract Documents (contract, general and supplemental conditions, technical specification, drawings and addenda thereto), if this bid is accepted; and
2. The statements are true contained in the Non-Collusion Statement, and as applicable, the Contractor's Affidavit of Subs Employed and the MBE, WBE and IVOSB Participation Plan and Good Faith Efforts Worksheet.

By: _____
(Signature)

(Printed name)

(Printed or typed name of company)

(must be signed by principal of organization)

STATE OF }
COUNTY OF } SS:

_____ personally appeared before me, a Notary Public, in and for said County and State, this _____ day of _____, 20____, after being duly sworn upon his oath, says that the facts alleged in the foregoing affidavit are true.

My Commission Expires:

NOTARY PUBLIC – SIGNATURE

NOTARY PUBLIC PRINTED NAME

(SEAL)

BID BOND

KNOW ALL MEN BY THESE PRESENTS, that we _____
(Contractor's Name and Address)

as Principal, hereinafter called the Principal, and the _____
(Bonding Company Name)

a corporation duly organized under the laws of the State of _____
as Surety, hereinafter called the Surety, are held and firmly bound unto the Northwest Indiana Regional Development
Authority in the sum of **TEN THOUSAND Dollars (\$10,000.00)**
for the payment of which sum well and truly to be made, the said Principal and the said Surety, bind ourselves, our
heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has submitted a bid for: (insert Project Number, Description and Location)

Project No. _____

Project Description: _____

Project Location: _____

NOW THEREFORE, if the Obligee shall accept the bid of the Principal and the Principal shall enter into a contract
with the Obligee in accordance with the terms of such bid, and give such bond or bonds as may be specified in the
bidding or contract documents with good and sufficient surety for the faithful performance of such contract and for
the prompt payment of labor and material furnished in the prosecution thereof, or in the event of the failure of the
Principal to enter such contract and give such bond or bonds, if the Principal shall pay to the Obligee the difference
not to exceed the penalty hereof between the amount specified in said bid and such larger amount for which the Obligee
may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be
null and void, otherwise to remain in full force and effect.

Signed and sealed this _____ day of _____, 20____.

(Witness)

(Principal)

By: _____
(Title)

(Surety)

Witness)

(Attorney-in-fact)

CERTIFICATE OF CORPORATE RESOLUTION

I, _____, do hereby certify that I am the Secretary
Type Name
of _____, a corporation duly organized and
existing under and by virtue of the Laws of the State of Indiana;

I further certify that a regular/special meeting of the members of the Board of Directors of said corporation, duly called held and convened in conformity with the Charter and By Laws of said corporation, on the __day of _____, 20__, a quorum being present and voting thereon, the following resolution was duly adopted, to-wit:

I further certify that the foregoing resolution is a full, true, and complete copy as the same appears on record in the Minute Record Book of said corporation of which I am the legal custodian; that the same has not been altered, amended or repealed and is now in full force and effect.

In Witness Whereof, I have hereunto set my hand for said corporation this _____ day of _____, 20_____.

By: _____
(Signature)

(must be signed by principal of organization)
STATE OF }
COUNTY OF } SS:
}

_____ personally appeared before me, a Notary Public, in and for said County and State, this _____ day of _____, 20__, after being duly sworn upon his oath, says that the facts alleged in the foregoing affidavit are true.

My Commission Expires:

(SEAL)

NOTARY PUBLIC - SIGNATURE

NOTARY PUBLIC PRINTED NAME

NON-COLLUSION STATEMENT

The undersigned attests, subject to the penalties for perjury, that the undersigned is the Contractor, or that the undersigned is the properly authorized representative, agent, member or officer of the Contractor. Further, to the undersigned's knowledge, neither the undersigned nor any other member, employee, representative, agent or officer of the Contractor, directly or indirectly, has entered into or been offered any sum of money or other consideration for the execution of this Contract other than that which appears upon the face hereof. **Furthermore, if the undersigned has knowledge that a state officer, employee, or special state appointee, as those terms are defined in IC 4-2-6-1, has a financial interest in the Contract, the Contractor attests to compliance with the disclosure requirements in IC 4-2-6-10.5.**

Signature

Printed Name

Title

Company

Date



STATE OF INDIANA DRUG-FREE WORKPLACE CERTIFICATION

State Form 44260 (R2 / 12-22)

Pursuant to Executive Order No. 90-5, April 12, 1990, issued by Governor Evan Bayh, the Indiana Department of Administration requires the inclusion of this certification in all contracts with and grants from the State of Indiana in excess of \$25,000. No award of a contract or grant shall be made, and no contract, purchase order or agreement, the total amount of which exceeds \$25,000, shall be valid unless and until this certification has been fully executed by the Contractor or Grantee and attached to the contract or agreement as part of the contract documents. False certification or violation of the certification may result in sanctions including, but not limited to, suspension of contract payments, termination of the contract or agreement and/or debarment of contracting opportunities with the State for up to three (3) years.

The Contractor/Grantee certifies and agrees that it will provide a drug-free workplace by:

(a) Publishing and providing to all of its employees a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the Contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition; and

(b) Establishing a drug-free awareness program to inform employees about (1) the dangers of drug abuse in the workplace; (2) the Contractor's policy of maintaining a drug-free workplace; (3) any available drug counseling, rehabilitation, and employee assistance programs; and (4) the penalties that may be imposed upon an employee for drug abuse violations occurring in the workplace;

(c) Notifying all employees in the statement required by subparagraph (a) above that as a condition of continued employment the employee will (1) abide by the terms of the statement; and (2) notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction;

(d) Notifying in writing the contracting State Agency and the Indiana Department of Administration within ten (10) days after receiving notice from an employee under subdivision (c) (2) above, or otherwise receiving actual notice of such conviction;

(e) Within thirty (30) days after receiving notice under subdivision (c) (2) above of a conviction, imposing the following sanctions or remedial measures on any employee who is convicted of drug abuse violations occurring in the workplace: (1) take appropriate personnel action against the employee, up to and including termination; or (2) require such employee to satisfactorily participate in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State or local health, law enforcement, or other appropriate agency; and

(f) Making a good faith effort to maintain a drug-free workplace through the implementation of subparagraphs (a) through (e) above.

THE UNDERSIGNED AFFIRMS, UNDER PENALTIES OF PERJURY, THAT HE OR SHE IS AUTHORIZED TO EXECUTE THIS CERTIFICATION ON BEHALF OF THE DESIGNATED ORGANIZATION.

THE UNDERSIGNED ALSO AGREES THAT BY TYPING THEIR NAME ONTO THIS FORM, THEY AGREE TO THE USE OF THEIR DIGITAL NAME AS A LEGAL SIGNATURE

Printed Name of Organization

Contract/Grant ID Number

Authorized Representative

Date

Title