

# **INVITATION FOR BIDS (IFB)**

**IFB-008-01-2023**

**CITY OF EVANSVILLE**

**Building Commission – Code Enforcement**

## **Mowing of Vacant and Unattended Lots**



**Bid Submittal Date: March 22, 2023**

**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's Code Enforcement is seeking bids for the 2023 Mowing of Vacant and Unattended Lots at various locations in the City of Evansville, Indiana. Sealed bids will be received in Room 301, Civic Center Complex, 1 N.W. Martin Luther King, Jr. Boulevard, Evansville, Indiana 47708 until 1:00 P.M. on Wednesday, March 22, 2023. 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 323 (Purchasing Department) located in Civic Center Complex, 1 N.W. Martin Luther King Jr. Boulevard, Evansville, Indiana 47708. Bids submitted to the city/county Purchasing Department shall be submitted prior to 12:45 P.M. on Wednesday, March 22, 2023.

If you have any questions or need more information concerning scope of work, please contact Rhonda Zimmer Code Enforcement, City of Evansville Building Commission located at 1 NW Martin Luther King Jr. Blvd., Room 310, Evansville, Indiana 47708 or phone (812) 436-7820.

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 BID**

The award of the bid will be made by the Board. The Board reserves the right to reject any and all bids.

## **ADMINISTRATIVE REQUIREMENTS**

1. In the bid submitted, the contractor must include the completed 2023 Mowing Contractor Questionnaire and provide a financial statement.
2. The contractor may not discriminate in hiring or employment practices on the basis of race, color, religion, sex, handicap, familial status, ancestry or national origin. The contractor shall agree to comply with the anti-discrimination provisions of Indiana Code 5-16-6. See included EEO information.
3. All contractors must complete the included Conflict of Interest/Familial Disclosure Form with their proposal to disclose any potential conflict of interest in this project.
4. Proposals must be completed in ink or typewritten. No alterations or interlineation will be permitted, unless made before submission and initialed and dated. The City may make such investigations as deemed necessary to determine the ability of the Bidder to perform the work and the Bidder shall furnish to the City all such information and data for this purpose as the City may request. The City reserves the right to reject any bid if the evidence submitted by, or investigation of, such Bidder fails to satisfy the City that such Bidder is properly qualified to carry out the

obligations of the Agreement and to complete the work contemplated therein.

5. The contractor will be required to submit a \$1,000.00 certified check, performance bond, or other evidence of financial responsibility in conjunction with this proposal.
6. The contractor shall furnish proof of liability and medical insurance in the following minimum amounts:

**COMPREHENSIVE GENERAL LIABILITY**

|                        |             |                |
|------------------------|-------------|----------------|
| Bodily Injury or Death | \$500,000   | per occurrence |
|                        | \$1,000,000 | aggregate      |
| Property Damage        | \$100,000   | per occurrence |
| Medical Expense        | \$5,000     | per person     |

**AUTOMOBILE LIABILITY**

|                        |             |                |
|------------------------|-------------|----------------|
| Bodily Injury or Death | \$500,000   | per occurrence |
|                        | \$1,000,000 | aggregate      |
| Property Damage        | \$100,000   | per occurrence |
|                        | \$300,000   | aggregate      |
| Medical Expenses       | \$5,000     | per person     |

**INDEMNIFICATION**

- 1) The successful vendor shall indemnify and hold harmless the City and their agents 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.

**CONFLICT OF INTEREST DISCLOSURE**

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

**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.

## **TAXES**

The City of Evansville is exempt from Federal, State, and Local Taxes and will not be responsible for any such taxes in connection with the award or performance of this contract.

## **CHOICE OF LAW AND VENUE**

Any and all actions or proceedings arising out of, or related to, this Quote and any resulting contract shall be governed by and construed in accordance with the laws of the State of Indiana. Submission of this quote by Responder constitutes consent and stipulation to jurisdiction and venue in the courts of Vanderburgh County, Indiana, concerning all litigation and proceedings arising out of or related to this Quote and any resulting contract.

## **INCORPORATED BY REFERENCE**

This Invitation for Bid (IFB) distributed by the City of Evansville, including any other required terms, will be incorporated by reference and made a part of any resulting contract, except that any material approved by the City as confidential will not be publicly disclosed.

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

The City of Evansville formally adopted a Minority and Women Business Utilization Plan illustrating a commitment 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 Responders and to prohibit discrimination in all aspects of the public operations including the purchasing of products, services, and public works contracts. (See City of Evansville Municipal Code 3.90.110-180.)

## **LENGTH OF CONTRACT**

It is the intent of this Invitation to Bid to establish a 12-month agreement with a vendor for Mowing of Vacant and Unattended Lots. The awarded contract from the CITY will be in effect for 12 months from date of award and may be extended for up to three (3) extensions of one (1) year, for a total of 4 years upon mutual agreement of both parties. We ask that pricing be held for the 12-month agreement.

## **REQUIRED WORKFORCE AND EQUIPMENT**

- 1) Workforce. The workforce and equipment to fit a minimum of four (4) work crews of two (2) workers each to complete this contract.
- 2) Contractor and their employees must present themselves in a professional manner at all times; employees must be in uniform or company t-shirt. Offensive clothing and language will not be tolerated. Shirts are to be worn at all times.
- 3) The use of alcohol or illegal drugs will not be tolerated.

## **EMERGENCY PLANNING**

What additional equipment and personnel does the contractor have available in the event the weather causes damage or delay in required maintenance.

## SPECIFICATIONS

### **DAMAGE TO PREMISES**

- 1) If the property or contents is damaged in any way whatsoever, by reason of any act or omission of the Contractor or its employees, the Contractor shall immediately repair at its own cost and expense the building, structure, wall, and fence as damaged.
- 2) Upon failure of the Contractor to make such repairs, the Board and/or the City of Evansville may make such damage at the cost and expense of the Contractor and shall have the right to terminate that contract.

### **GENERAL REQUIREMENTS**

The responsibilities of the Contractor include, but shall not be limited to, the following:

- 1) The Contractor shall purchase all items needed to provide services.
- 2) The Contractor will furnish all tools, supplies, equipment and labor required.

## **BID TABULATION SHEET**

**The Board of Public Safety approved the set pricing sections for the mowing season. We have five (5) categories the properties will fall under:**

**Item#1 - Small Cut** (area 500 square feet or less ex. between the curb and public sidewalk, behind a garage, etc.)

DOLLAR AMOUNT\$ \_\_\_\_\_

WRITTEN AMOUNT \_\_\_\_\_

**Item#2 - Standard Size Lot** (greater than 500 square feet and up to 8400 square feet)

DOLLAR AMOUNT\$ \_\_\_\_\_

WRITTEN AMOUNT \_\_\_\_\_

**Item#3 - Large Lot** (greater than 8400 square feet and less than one acre)

DOLLAR AMOUNT\$ \_\_\_\_\_

WRITTEN AMOUNT \_\_\_\_\_

**Item#4 - Acreage** (One (1) acre to two (2) acres)

DOLLAR AMOUNT\$ \_\_\_\_\_

WRITTEN AMOUNT \_\_\_\_\_

**Item#5 - Hourly rate for the mowing, trimming, and cleanup of parcels greater than two (2) acres in an area or smaller parcels with extraordinary growth of vegetation or other unusual circumstances.**

DOLLAR AMOUNT \$ \_\_\_\_\_ PER MAN/PER HOUR

WRITTEN AMOUNT \_\_\_\_\_ PER MAN/PER HR

## MOWING CONTRACTOR QUESTIONNAIRE

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

Please check any box that applies:

☐

Neighborhood Vendor or Non-Profit

☐

Prior Year Vendor

☐

New Vendor

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

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

Contact Name: \_\_\_\_\_

E-Mail Address for Contact: \_\_\_\_\_

Phone Number of the Contact Person: \_\_\_\_\_

Identify the personnel resources which you currently have available to carry out this contract:

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

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 \_\_\_\_\_

Identify and provide a picture of the equipment which you currently have available to carry out this contract:

|       |       |
|-------|-------|
| _____ | _____ |
| _____ | _____ |
| _____ | _____ |

Do you own a digital camera with a date and time stamp function? \_\_\_\_\_ YES \_\_\_\_\_ NO

If not, are you willing to purchase one? \_\_\_\_\_ YES \_\_\_\_\_ NO

Do you have experience with downloading pictures onto a disk? \_\_\_\_\_ YES \_\_\_\_\_ NO

Do you have experiences with creating an invoice? \_\_\_\_\_ YES \_\_\_\_\_ NO

List one Reference (Name and contact number)

Identify any governmental agencies with which you have had mowing contracts since 2017:

| Agency Name | Contact Person | Phone Number |
|-------------|----------------|--------------|
| _____       | _____          | _____        |
| _____       | _____          | _____        |
| _____       | _____          | _____        |

List three (3) commercial client references with which you had mowing contracts during 2019-2022:

| Client Name | Contact Person | Phone Number |
|-------------|----------------|--------------|
| _____       | _____          | _____        |
| _____       | _____          | _____        |
| _____       | _____          | _____        |

List three (3) references which you have performed work for

| Client Name | Contact Person | Phone Number |
|-------------|----------------|--------------|
| _____       | _____          | _____        |
| _____       | _____          | _____        |
| _____       | _____          | _____        |

List the number of properties that can be mowed in a week. \_\_\_\_\_

Do you have a willingness to participate in "bidding" over 1-acre properties and other special projects?

\_\_\_\_\_ YES \_\_\_\_\_ NO

Provide a copy of a certificate of insurance. Please also indicate if your company would be willing to adjust their insurance levels to meet minimum City requirements.

Indicate your status as a minority business enterprise, women business enterprise, or veteran business enterprise with the City of Evansville.

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**Attach a Financial Statement**

Financial Statement is attached? \_\_\_\_\_ YES \_\_\_\_\_ NO

Do you own any rental property in the City of Evansville? \_\_\_\_\_ YES \_\_\_\_\_ NO

(NOTE: Lots are less than one acre in size and mowing hours are 7:00 am – 30 minutes prior to dusk)

I do attest that all information is true and accurate.

Proposer

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

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

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

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

\_\_\_\_\_

Phone \_\_\_\_\_

Cell Number \_\_\_\_\_

Fax \_\_\_\_\_

E-Mail: \_\_\_\_\_



## Conflict of Interest Familial Disclosure Form

PROJECT: 2023 MOWING OF VACANT AND UNATTENDED LOTS

**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 subcontractors, 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 insure that any individuals identified with a potential conflict will not be allowed to participate in the scoring or evaluation of the bid packages, to insure 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":

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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 \_\_\_\_\_, 2023.

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

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

Notary Public

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

### 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 \_\_\_\_\_, 2023.

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>

## 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 this contract will meet the requirements of the American's 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 this 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 this 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