

Request for Proposals Mowing and Debris Removal Services – North 2019

The Evansville Land Bank (Land Bank) is seeking proposals for lawn care/mowing and debris removal services for properties owned by the Land Bank during calendar year 2019. The properties are residential parcels, predominantly vacant lots, all are within the City of Evansville, in Pigeon Township or immediately adjacent to Pigeon Township. All are located north of the Lloyd Expressway.

NUMBER OF PROPERTIES. The Evansville Land Bank maintains a list of all properties that are to be mowed and maintained. As a property is acquired or sold, lots will be added or deleted from the list. A SAMPLE list of properties to be maintained is attached to this RFP. This list is a SAMPLE list only and does not represent all properties to be included with the awarded contract. As properties are acquired or transferred, this list will change and the awarded contractor will be given notice of the changes within a reasonable timeframe. Condition of existing properties may not be representative of newly acquired properties. Conditions may vary greatly at the time of acquisition. Some parcels may have multiple structures, which may be demolished in the future. **Quantity of properties are estimated only**, the Evansville Land Bank makes no guarantees, expressed or otherwise, that this quantity of work will be performed. Currently, approximately 140 parcels are included in this request for proposals.

MOWING FREQUENCY. All properties are to be mowed once every two weeks of the mowing season; approximately 16 times each. Estimated beginning and end dates for properties to be mowed every two weeks are April 1, 2019 to November 15, 2019. In extremely dry weather, mowing is to occur less often **at the direction of the Evansville Land Bank**. This statement is precautionary, in the event of a severe drought, the regular 2-week mowing cycle may be altered. The Evansville Land Bank Corp. will make the determination if the mowing cycles are to change and the awarded contractor will be given adequate notice prior to this change.

LOT SIZE. The selected contractor will be paid on a per lot basis, with three (3) lot size rate categories as shown on the Itemized Proposal. If parcels are immediately adjacent, the combined square footage of the contiguous lots will be considered the size of the lot for billing purposes. Properties are defined as contiguous when they are directly adjoining other parcels without any dividing elements such as alleys or streets however, contiguous parcels may contain full or partial fence lines. Rates shall then be applied on a contiguous lot basis.

The size of lots will be determined from the official plat maps in the office of the Vanderburgh County Assessor. Prior written approval will be required for compensation for any additional services over and above the regular unit price.

DESCRIPTION OF WORK. Upon completion of mowing any property, the property shall look freshly mowed and uniform in height and appearance over the entirety of the property. The use of string trimmers for other than trimming operations will not be acceptable.

The contractor will be required to sweep/blow sidewalks, driveways, etc. and to rake, vacuum or use other means to remove all clippings and debris from the property resulting from mowing operations. The contractor shall be responsible for off-site disposal. Costs for removal of clippings and debris and their disposal shall be included in the contractor's prices for mowing services.

In addition to mowing and trimming, selected contractor shall routinely remove and dispose of all debris which may be found on properties during the regular mowing rotations. Periodically properties may experience large quantities of illegal dumping (couches, household remodeling debris, mattresses, etc.) and/or tree limbs, the selected contractor will be directed to remove these materials as necessary, which will be paid on an hourly basis as noted in item #4 of the Itemized Proposal. Timely removal of excessive trash/debris removal is required when directed by the Land Bank. Upon removal

of trash and debris from properties included in the contract, the contractor will be required to provide before and after photographs of the debris/trash to be removed, along with landfill and/or dump tickets/receipts for charges incurred.

Examples of types of additional charges are:

- Spraying for hornets
- Storm damage / limb and brush removal
- Removal of excessive debris/trash

BILLING. The contractor shall furnish a signed written invoice with a unique invoice number specifying the property that was mowed, by address, the date on which it was mowed and other information required for billing purposes. This information must be submitted to the Evansville Land Bank within two weeks of the performance of the work. Invoicing format along with a list of properties to be mowed/maintained will be provided to selected contractor for billing purposes upon award of the contract.

EQUIPMENT AND PERFORMANCE REQUIREMENTS

The selected contractor will be required to furnish all materials, labor and equipment necessary to cut grass/weeds on the properties and to **trim as necessary** to remove growth along sidewalks, curbs, alleys, fence rows, building foundations, and around trees, bushes, etc. The selected contractor must obtain a Tree Pruner's (Arborist) License for tree trimming from the City Arborist by May 15, 2019. For more information on obtaining a Tree Pruner's (Arborist) License, visit: <http://www.evansville.in.gov/index.aspx?page=517>

At a minimum, the equipment below is recommended to perform required volume of work included in this request for proposals:

- Work truck(s) with insurance coverage on all vehicles
- Trailer(s) to haul equipment
- Push Mower(s)
- At minimum (3) string weed trimmers
- At minimum (3) leaf blowers
- 48", 52" and 60" riding mowers

ADMINISTRATIVE REQUIREMENTS

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 attached EEO information.

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 vendors and to prohibit discrimination in all aspects of public operations including the purchasing of products, services and public works contracts. (See City of Evansville Municipal Code 3.90.110-3.90.180). Therefore, proposals must include the attached M/WBE Information and Minority/Women Business Enterprise Participation Plan forms attached to this document. To be qualified as a Woman or Minority owned business, the individual listed as woman owner or minority owner must hold at least 51% of the ownership of the company. If Contractor is a WBE or MBE, a certificate from the Indiana Department of Administration may be provided.

All contractors must complete the attached Conflict of Interest/Familial Disclosure Form with their proposal to disclose any potential conflict of interest in this project.

The contractor will not be required to submit a certified check, performance bond or other evidence of financial responsibility in conjunction with this proposal.

A draft of the contract to be executed is included with this Request for Proposal. The draft contract includes an e-verify affidavit that must be completed at the time the contract is executed.

RFP's shall be properly and completely executed on forms included with this request for proposals or as required by the RFP specifications.

Prior to execution of a contract, the selected contractor shall furnish proof of liability and medical insurance in the following minimum amounts as required within the contract:

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

RFP EVALUATION CRITERIA

The primary criteria for evaluating proposals are as follows:

- Price quoted by contractor (30%)
- Contractor's ability to perform the services based on available equipment and number of employees (30%)
- Experience and reference responses (20%)
- Anticipated response time for debris removal when necessary (15%)
- M/WBE participation (5%)

The Evansville Land Bank may award the contract based on initial proposals received, without discussion of such proposals. Selected contractors may be invited to make oral or written presentations to the evaluation team.

RFP SUBMISSION AND OPENING INFORMATION

In the proposal submitted, the contractor must include the following completed and attached documents:

- 2019 Mowing and Debris Removal Contractor Questionnaire
- 2019 Itemized Proposal
- M/WBE Information
- Conflict of Interest/Familial Disclosure Form

Proposals for 2019 Mowing and Debris Removal Services are to be submitted to the Evansville Land Bank, Room 306, 1 NW Martin Luther King Jr. Blvd., Evansville, Indiana 47708 in a sealed envelope marked "**Land Bank - Mowing and Debris Removal RFP**" by **Noon on Thursday, December 20, 2018**. The Land Bank may award the contract in accordance with the criteria of the RFP. RFP's will be opened on Friday, December 21, 2018 at 9:30 a.m. during the regular meeting of the Land Bank board of directors in Room 307 of the Civic Center.

The Evansville Land Bank reserves the right to reject any and/or all proposals and to waive any informalities in the proposals. This contract will be valid through December 31, 2019 but may be extended if the contractor agrees to maintain rates submitted in this proposal and extension is agreed upon by the Land Bank.

Proposals must be completed in ink or typewritten. No alterations or interlineation will be permitted, unless made before submission and initialed and dated. The Land Bank may make such investigations as deemed necessary to determine the ability of the contractor to perform the work and the contractor shall furnish to the Land Bank all such information and data for this purpose, as the Land Bank may request. The Land Bank reserves the right to reject any RFP if the evidence submitted by, or investigation of the contractor fails to satisfy the Land Bank that the contractor is properly qualified to carry out the obligations of the Agreement and to complete the work contemplated therein.

2019 MOWING AND DEBRIS REMOVAL CONTRACTOR QUESTIONNAIRE

CONTRACTOR INFORMATION

Company Name: _____

Questionnaire Completed By: _____

Title: _____

Company Address: _____

Phone: _____

Cell/Mobile: _____

FAX: _____

E-Mail: _____

QUESTIONNAIRE

1. How many hours per week do your part time/seasonal employees typically work during mowing season?

2. Number of personnel you currently have available to fulfill this contract:
Number of seasonal full-time employees _____ Number of seasonal part-time employees _____
3. Number of minority or women personnel you currently have available to fulfill this contract:
Number of seasonal full-time employees _____ Number of seasonal part-time employees _____
4. Number of personnel you plan to hire in the event you are awarded this contract:
Number of seasonal full-time employees _____ Number of seasonal part-time employees _____
5. What percentage of your current manpower and equipment is dedicated to existing contracts? _____
6. Do you anticipate the need to subcontract any of this work if you are awarded the contract? _____
If so, explain what work and how much would be subcontracted:

7. What is your anticipated response time to address special circumstance debris removal as described in paragraph 3 of the DESCRIPTION OF WORK on page 1 of this request for proposals?

8. What is your expectation/timeframe for payment for services? _____

9. If the number of parcels doubles, do you have the capacity to handle the increase? If not, do you have the financial ability to increase your equipment and employees? _____

ADDITIONAL INFORMATION

Identify equipment you currently have available to fulfill this contract (add pages as necessary):

_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

Identify any governmental agencies with which you have had mowing contracts since 2016:
(Include agency name, contact person and phone number).

Agency Name	Contact Person	Phone Number
_____	_____	_____
_____	_____	_____
_____	_____	_____

List three (3) commercial client references with which you had mowing contracts during 2018:
(Include client name, contact person and phone number).

Client Name	Contact Person	Phone Number
_____	_____	_____
_____	_____	_____
_____	_____	_____

**2019 Itemized Proposal
For Evansville Land Bank
Mowing and Debris Removal Services**

All items include labor, materials, equipment, insurance, wages, fuel, benefits, disposal fees, profit, etc., required to complete the work in accordance with the attached contract documents and specifications.

Proposal Due Date: December 20, 2018 by Noon

MOWING, TRIMMING & CLEANUP OF:	Estimated Quantity	Unit Price Bid (Per Parcel/Per Mow)	Total Per Mow
ITEM #1 – Parcels less than 5,000 sq. ft.	115	\$ _____	\$ _____
ITEM #2 – Parcels with 5,000 sq. ft. or greater, but less than 10,000 sq. ft.	15	\$ _____	\$ _____
ITEM #3 – Parcels 10,000 sq. ft. or larger	10	\$ _____	\$ _____
ITEM #4 –Special Circumstances (not on regular contract) Hourly Rate for mowing, trimming, debris removal , sowing, as directed or other unusual circumstances as determined by the Evansville Land Bank	NA	\$ _____	Per Employee Per Hour

NOTE: Quantities for each item are estimated only, and the Evansville Land Bank makes no guarantee, expressed or otherwise, that this quantity of work will be performed.

The rates listed above are valid until December 31, 2019. If the contractor is willing to maintain the same rates and it is mutually agreed upon, Evansville Land Bank may extend this contract for up to two (2) additional years.

TOTAL OF PROPOSAL _____ \$ _____.

M/WBE INFORMATION

I am a certified Minority or Women Owned Enterprise:

(circle one)

YES

NO

I don't know

Firm Name: _____

By: _____

Title: _____

Address: _____

City/State/Zip: _____

E-Mail Address: _____

Cell Phone Number: _____

Telephone Number: _____

Fax Number: _____

Signature: _____

Title: _____

Date: _____

CONFLICT OF INTEREST / FAMILIAL DISCLOSURE FORM

Project: Mowing and Debris Removal services 2019

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 Evansville Land Bank Corp., 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 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 or the Evansville Land Bank Corp.

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 and the Evansville Land Bank Corp. 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 Evansville Land Bank Corp. or the City and the nature of the potential conflict, or if applicable: "NONE" :

Signature(s): _____ **Title:** _____

Vendor/Bidder Name: _____

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 _____, 20_____.

My commission expires:

My County of residence is:
_____ County, State of _____

Notary Public

Printed Name of Notary Public

Equal Employment Opportunity is THE LAW

Private Employers, State and Local Governments, Educational Institutions, Employment Agencies and Labor Organizations

Applicants to and employees of most private employers, state and local governments, educational institutions, employment agencies and labor organizations are protected under Federal law from discrimination on the following bases:

RACE, COLOR, RELIGION, SEX, NATIONAL ORIGIN

Title VII of the Civil Rights Act of 1964, as amended, protects applicants and employees from discrimination in hiring, promotion, discharge, pay, fringe benefits, job training, classification, referral, and other aspects of employment, on the basis of race, color, religion, sex (including pregnancy), or national origin. Religious discrimination includes failing to reasonably accommodate an employee's religious practices where the accommodation does not impose undue hardship.

DISABILITY

Title I and Title V of the Americans with Disabilities Act of 1990, as amended, protect qualified individuals from discrimination on the basis of disability in hiring, promotion, discharge, pay, fringe benefits, job training, classification, referral, and other aspects of employment. Disability discrimination includes not making reasonable accommodation to the known physical or mental limitations of an otherwise qualified individual with a disability who is an applicant or employee, barring undue hardship.

AGE

The Age Discrimination in Employment Act of 1967, as amended, protects applicants and employees 40 years of age or older from discrimination based on age in hiring, promotion, discharge, pay, fringe benefits, job training, classification, referral, and other aspects of employment.

SEX (WAGES)

In addition to sex discrimination prohibited by Title VII of the Civil Rights Act, as amended, the Equal Pay Act of 1963, as amended, prohibits sex discrimination in the payment of wages to women and men performing substantially equal work, in jobs that require equal skill, effort, and responsibility, under similar working conditions, in the same establishment.

GENETICS

Title II of the Genetic Information Nondiscrimination Act of 2008 protects applicants and employees from discrimination based on genetic information in hiring, promotion, discharge, pay, fringe benefits, job training, classification, referral, and other aspects of employment. GINA also restricts employers' acquisition of genetic information and strictly limits disclosure of genetic information. Genetic information includes information about genetic tests of applicants, employees, or their family members; the manifestation of diseases or disorders in family members (family medical history); and requests for or receipt of genetic services by applicants, employees, or their family members.

RETALIATION

All of these Federal laws prohibit covered entities from retaliating against a person who files a charge of discrimination, participates in a discrimination proceeding, or otherwise opposes an unlawful employment practice.

WHAT TO DO IF YOU BELIEVE DISCRIMINATION HAS OCCURRED

There are strict time limits for filing charges of employment discrimination. To preserve the ability of EEOC to act on your behalf and to protect your right to file a private lawsuit, should you ultimately need to, you should contact EEOC promptly when discrimination is suspected:

The U.S. Equal Employment Opportunity Commission (EEOC), 1-800-669-4000 (toll-free) or 1-800-669-6820 (toll-free TTY number for individuals with hearing impairments). EEOC field office information is available at www.eeoc.gov or in most telephone directories in the U.S. Government or Federal Government section. Additional information about EEOC, including information about charge filing, is available at www.eeoc.gov.