



REQUEST FOR PROPOSAL
RFP-008-01-2024
Mowing of Vacant/Unattended Lots

March 12, 2024

NOTICE TO VENDORS

On behalf of the City of Evansville and Vanderburgh County's (the "City/County") Building Commission and Board of Public Safety ("Board"), is now accepting proposals for the 2024 Mowing of Vacant/Unattended Lots at various locations in the City of Evansville, Indiana. Sealed proposals 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, April 10, 2024. The proposals will be opened during a public Board of Public Safety meeting.

Sealed proposals 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. Proposals submitted to the City/County Purchasing Department shall be submitted prior to 11:45 PM on April 10, 2024. Proposals may be submitted direct to the Board of Public Safety. All proposals must be marked with the following:

The name of your company
RFP-008-01-24
Vacant/Unattended Lots Mowing
Proposal date opening April 10, 2024.

To be added to the email list to receive addenda please or if you have any questions Dachenae Streeter (Director of Purchasing) at dstreeter@evansville.in.gov. All questions will be answered via public addenda.

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 RFP.

PROPOSAL FORMAT AND FORM

Each proposal will be prepared in the format specified, incorporating the additional forms provided at the end of this document, and be submitted in a sealed envelope bearing the name of the vendor, business address, proposal title, date, and time of opening on the front of the

envelope. One (1) original, one (1) copy and one (1) thumb drive containing ALL PROPOSAL DOCUMENTS shall be provided by the vendor.

The proposal must be prepared and presented in the following format:

1. Vendor Experience and Qualifications

Provide a statement of your experience and qualifications to perform the requested work, including management skills and background.

- How many employees are staffed to complete the work outlined in this RFP?

2. References

Provide three (3) professional references of work including the names, titles, and telephone numbers of previous clients who can speak to your ability to perform the work.

3. Price Proposal

4. Required Forms

Provide a signed original copy of all forms required to be submitted with this RFP

EVALUATIONS

The Request for Proposals shall be awarded to the most responsive, responsible offeror whose proposal is determined in writing to be the most advantageous to the governmental body, taking into consideration price and the other evaluation factors set forth in the RFP.

In determining whether a Vendor is responsive, the following factors will be considered:

The primary criteria for vendor evaluation and consideration are:

- Vendor Experience and Qualifications (30%)
- References (15%)
- Price Proposal (30%)
- All Bid Forms are signed and executed. (25%)

In determining whether a Vendor is responsible, the following factors will be considered:

1. The ability and capacity of the Vendor to provide the service.
2. The integrity, character, and reputation of the Vendor

3. The competency and experience of the Vendor

While the proposed price of services requested will be relatively important, it is not to be considered the only evaluation factor in determining the winning proposal.

The City further reserves the right to waive any and all formalities or irregularities in quoting.

The City may award based on initial proposals received, without discussion of such proposals. However, selected Vendors may be invited to make oral presentations to the evaluation team.

AWARD OF CONTRACT

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

PROPOSALS

1. Proposals shall be awarded to the two (2) lowest responsive and responsible Vendor taking into consideration:
 - a. The ability and capacity of the offeror to provide the services.
 - b. The integrity, character, and reputation of the offeror.
 - c. The competency and experience of the offeror.

2. Each vendor submitting a proposal to be awarded by a board, commission or agency of the City of Evansville/Vanderburgh County 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 proposal is opened. Any proposal by a vendor not so licensed or indicating the use of a subcontractor not so licensed, shall be rejected as non-responsive to the proposal invitation, or the vendor shall be determined to be a non-responsible contractor. It shall be the vendor'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 proposal or proposals.

3. Vendors must meet all requirements stated in this RFP.

SCOPE

It is the intent of this proposal is to establish two (2), three (3) year contracts each with the ability to extend for three (3), one-year periods for the mowing of vacant and unattended lots for various locations within the City of Evansville.

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.

BOND REQUIREMENTS

A. Bid Bond

- a. A Bid Bond, Certified Check, Cashier's Check or Bank Draft in the amount of \$1,000 shall accompany each proposal as a guarantee that all provisions of the specifications shall be met. Bonds and Checks will be returned to the unsuccessful Respondent(s) after award of purchase by the CITY and to the successful Respondent(s) after the performance bond, if required, has been received and accepted. 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 Bond.

B. PROPOSAL BOND

- a. Proposal Bond, Certified Check, Cashier's Check or Bank Draft in the amount of two thousand, five hundred dollars (\$2,500.00) shall accompany each proposal as a guarantee that all provisions of the specifications shall be met.
- b. Proposal 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. Proposal 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

The purpose of a public opening is for a reading of responses received. Under normal circumstances, no award will be made or implied at this time, unless otherwise indicated.

A. Only the following information will be given:

- Vendor name
- Proposal Category
- Proposal Amount(s)

B. A copy of the proposal tabulation will be available to review in the Purchasing Department upon completion of the recommended award.

Vendors who wish to review or request copies of quotes may do so by contacting the Purchasing Department. A copy fee will be charged for copies.

RIGHT OF REJECTION

The City reserves the right to reject any one or all proposals, or any part of any proposal, to waive any informality in any proposal, and to award the purchase in the best interest of the City. Furthermore, the City

reserves the right to hold the proposal of the three (3) lowest vendors for a period of thirty (30) calendar days from the time of the due date of proposal.

PROPOSAL SUBMITTAL

1. ALL PROPOSALS MUST BE RECEIVED ON OR BEFORE THE TIME AND DATE INDICATED IN THE NOTICE TO VENDORS. The responsibility for submitting proposals 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 submissions will not be accepted or considered.
2. The Vendor shall submit their proposal on the attached Proposal Tabulation Page, supplying all the required information. Failure to comply with this or any other paragraph of the Instructions to Vendors shall be sufficient reason for invalidation of the proposal.
3. Proposals must also be submitted on the Proposal Form 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 Request for Proposals may result in the rejection of your proposal.
5. Proposal modifications are not allowed.
6. All proposals must be signed by an authorized official of the firm. Proposals may be rejected if they show any omissions, alterations of form, additions not called for, conditional proposal, or any exceptions or irregularities of any kind.
7. Do not include taxes in proposal figures as the City is exempt from sales tax. An exemption certificate will be provided upon request.

CONTACT WITH CITY EMPLOYEES

To ensure a fair and objective evaluation of all proposals, vendors are required to submit all inquiries by email to the Purchasing Department at dstreeter@evansville.in.gov. Each Email should be titled:

All questions will be answered via public addenda and posted to the City of Evansville-Vanderburgh County Purchasing Department webpage. All changes in specifications shall be in writing. There shall be no verbal communication concerning this RFP between any Vendor and City employees, and/or Board Members prior to contract award. This does not include discussions that may occur during site visits by the evaluation team during the review process.

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 Vendor, 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) MBE and WBE certified vendors can receive an additional two points to their scorecard. Up to two points may be added to a Vendor's total score for the usage of MBE/WBE certified sub-contractors.

CONFLICT OF INTEREST DISCLOSURE

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

E-VERIFY PROGRAM

Pursuant to Indiana Code 22-5-1.7-11 (b)(2) the Vendor shall provide documentation that it has enrolled and is participating in the E-Verify Program (see Indiana Legal Employment Declaration form). Vendor 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 Vendor has successfully enrolled in E-Verify.

EQUAL EMPLOYMENT OPPORTUNITY

The Equal Employment Opportunity Statement included herein is a condition of the proposal. 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 proposal and performance of the contract(s).

SPECIFICATIONS

Vendors shall ensure that they have full understanding of the requirements for this project. After proposals 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.

GENERAL CONDITIONS

1. GENERAL

This section outlines the requirements for proper removal and legal disposal of and debris from residential, commercial, or industrial parcels within the Evansville city limits.

2. DOCUMENTATION REQUIREMENTS

- a. The Vendor will be responsible for taking **“before”** DIGITAL photographs of all areas of the property prior mowing begins. (examples fence line, front yard, back yard, side yard, alley, driveway, side walk, curb, around trees or foundation of house/garage), These photographs shall be taken from such a vantage point that it is obvious that the property is in violation of nine (9) or more inches.
 - i. **In addition, one photograph is to be taken at curb distance for a street view of the front of the house (or property) for address identification purposes.**
 - ii. **One photograph must include a readable measurement of the height of the area in violation.**
- b. Upon the completion of mowing the vendor will be responsible for taking **“after”** photographs, from the **same** vantage point as the before photo where the area was.
 - i. **One photograph must include a readable measurement of the height of the area after it was cut.**
- c. The **date and time** must be stamped into, or onto, each photo. The vendor shall be responsible for providing a camera for their crew(s).
- d. The cost of the photographs and disks shall be included in the Vendor’s proposal price for lot mowing. The submission of **acceptable (“before” and “after”) photographs, both on digital (thumb drive) and a hard copy for each address cleaned, is required for invoice payment.**

3. GENERAL CONDITION REQUIREMENTS

- a. The Contractor shall be responsible for providing a camera for their crew(s).
- b. The Contractor agrees to remove small bundles of sticks and limbs, and scattered trash from property being mowed.
- c. The Contractor will be required to haul, tote, carry, sweep, vacuum or use other means to remove all remnants of vegetation. The contractor shall be responsible for all off-site disposals.
- d. The Contractor agrees to cut/grass/weeds on all areas of the property including alley, fence lines, curbs, driveways, parking lots, building foundations and around trees, and bushes.
- e. All grass and weeds in violation will be cut to a height no taller that 3.5 inches and no shorter than 3 inches.
- f. At the discretion of the City all mowing orders will be divided between for both companies awarded contracts.
- g. All Mowing Orders must be turned back in to include those completed by owner.

3. SUBMITTAL OF INVOICES

The contractor shall furnish the Building Commission with a signed and dated written invoice that lists:

- a. original invoice numbers.
- b. specifies the address(es) of the properties that were mowed.
- c. the date on which each was mowed.
- d. any other itemized information required for billing purposes.
- e. Before and after photographs as discussed in paragraph 2, shall be submitted with the invoice, and are required for payment.

GENERAL CONDITIONS

f. Dump, recycle or recovery receipts must also be submitted along with each Invoice in which sticks, limbs or trash was removed and MUST have the appropriate address written on each one prior to any payment from the City/County

g. Mowing Orders will be paid on a per address basis. Multiple Mowing Orders must be submitted on a single invoice.

h. All mowing invoices must be turned in weekly.

NOTE: No "show up fee" will be paid to the Vendor where a clean order has been issued, yet the violation was corrected prior to arrival of the Vendor.

1. **VENDOR'S INSURANCE**

The Vendor 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 Vendor 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 additionally insured on their policy 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 commerce prior to the Owner receiving a certificate of insurance verifying the coverage's provided herein.

GENERAL CONDITIONS

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.

2. 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.

3. PROTECTION OF WORK AND PROPERTY

The Contractor shall continuously maintain adequate protection and security of the cleanup sites and shall indemnify the property of the Owner and any adjacent property from injury, damage, loss, or claim, including a claim for attorney's fees, arising in connection with this Contract. The Contractor shall exercise due diligence at all times in protecting persons and property from injury. The Contractor shall promptly

GENERAL CONDITIONS

notify the Owner of any accidents arising in the course of operations under the Contract causing bodily injury or property damage.

The Contractor and any Subcontractor(s) employed by the Contractor, will be responsible for any and all damage to person(s) or property, public or private, that may be caused by their operation in the performance of this Contract, and the Contractor shall defend any suit that may be brought against himself or the Owner on account of damage inflicted by their operations, and shall be liable for any attorney's fees incurred by the Owner, and any judgments awarded against the Owner, Contractor or Subcontractor(s) employed by the Contractor arising from such damage.

4. 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.

5. INSPECTION OF WORK AND TESTING OF MATERIALS

The Owner shall at all times have access to any site, and the Contractor shall provide proper facilities for access and for inspection of the Work. All material to be incorporated in the Work, all labor performed, and all tools, appliances and methods used, shall be subject to the inspection and approval or rejection of the Owner. Any Work rejected by the Owner by reason of defective materials, workmanship or that said Work fails to comply with the Contract Documents shall be repaired at the expense of the Contractor.

6. CLAIMS FOR EXTRA COST

If the Contractor claims that any instruction, by Project Drawings or otherwise, involves extra cost under this Contract, he shall give the Owner or Owner written notice thereof within a reasonable time after the receipt of such instruction, and in no event shall the Contractor proceed or authorize a Subcontractor(s) to proceed to perform the Work, except in emergency endangering life or property, until the Contractor has complied with the provisions in Section 12, "Changes in The Work". The Owner shall have no liability for a claim for extra cost unless the Contractor has complied with Section 12 prior to commencing the extra Work.

7. TERMINATION FOR BREACH

If the Contractor breaches any of the terms and conditions of this Agreement or RFP-008-01-2024, Customer will provide written notice of such breach and ten (10) business days for Contractor to cure the same. If Contractor fails to cure said breach within ten (10) business days, then Customer may terminate this Agreement for cause and pursue any and all legal and equitable remedies for such breach, including the recovery of attorney fees and expenses.

8. EXCUSED PERFORMANCE

Neither party shall be liable for its failure to perform or delay in performance of services due to contingencies beyond its control including, but not limited to, strikes, riots, fires, natural disasters, etc. Should the successful Vendor fail to perform for any reason, no charges shall be made to the applicable department for the period of

GENERAL CONDITIONS

time in which service was not provided.

9. 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 Owner.

10. 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.

GENERAL CONDITIONS

Nothing in this article shall create any obligation on the part of the Owner to pay to or to see to the payment of any sums of any Subcontract.

PROPOSAL FORM

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

CONTRACTOR QUESTIONNAIRE

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

CONTRACTOR QUESTIONNAIRE

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.

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: 2024 Mowing of Vacant-Unattended Lots

ALL VENDORS must complete this Conflict-of-Interest Familial Disclosure Form and must attach the completed form to the bid/proposal.

As the Vendor, 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 Vendor (a "Vendor 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 Vendor 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 Vendor Party and any employee or member of any City Department or board.

As the Vendor, I understand that completing this form and self-disclosing potential conflicts of interest does not necessarily disqualify a Vendor, 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 proposal 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" :

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: _____

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 _____, 20____.

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 OPPORTUNITY EMPLOYMENT

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 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 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