

Housing Authority of the City of Richmond

Request for Proposals

Lawn Care Services

PROPOSALS WILL NOT BE OPENED AND READ PUBLICLY

The Housing Authority of City of Richmond is seeking a qualified Landscaping Company on as needed basis. The HACR currently employs approximately 15 individuals and manages several housing programs. HACR is a public entity that was formed to provide federally subsidized housing and housing assistance to low-income families. HACR is headed by an Executive Director and is governed by a seven-person board of commissioners and is subject to the requirements of Title 24 of the Code of Federal Regulations (hereinafter, "CFR") and the HACR's procurement policy.

Proposals must be received no later than 10:00 am on March 7, 2023.

All responses must be submitted to:

Housing Authority of the City of Richmond

58 S. 15th Street

Richmond, IN 47374

Attn: RFP Lawn Care Services

(Clearly marked on envelope)

OR EMAILED TO

Keon@hacrhousing.com

With a subject line of: RFP Lawn Care Services

Proposals will not be accepted after the date and time stated above. Incomplete proposals that do not conform to the requirements specified herein will not be considered. Issuance of the RFP does not obligate HACR to award a contract, nor is HACR liable for any costs incurred by the proposer in the preparation and submittal of proposals for the subject work. HACR retains the right to award all or parts of this contract to several bidders, to not select any bidders, and/or to re-solicit proposals. The act of submitting a proposal is a declaration that the proposer has read the RFP and understands all the requirements and conditions.

PART I – GENERAL BACKGROUND INFORMATION

INTRODUCTION / BACKGROUND

Housing Authority of the City of Richmond (HACR) is seeking proposals from qualified, licensed and bonded entities to provide lawn care services and landscape maintenance of HACR properties. Respondents to this solicitation must have documented experience in **Lawncare Services and/or Landscape Maintenance** contracting with agencies such as the Housing Authority of the City of Richmond, IN.

Currently, HACR owns and/or manages approximately 304 Public Housing Apartment/Homes and administers 377 federal Housing Choice rental assistance vouchers and has 12 NSP Single Family Homes and approximate 20 vacant lots in various locations around Richmond. This assistance enables the housing authority Applicants, Participants and Residents to rent from area landlord in the private market as well as dwellings owned and operated by HACR. The scope of work will include, but not be limited to, providing lawncare services at HACR designated developments. Proposers will submit proposals to enter into a one (1) year agreement with HACR (the “**Agreement**”) with an option by HACR to extend for four (4) subsequent agreement(s), at the sole discretion of the HACR, and based on funding availability.

The contract will be awarded to the most advantageous proposal from a responsive and responsible firm who meets the minimum criteria requirements and whose proposal is determined to be the most advantageous to the Housing Authority of the City of Richmond, taking into consideration the firm’s experience, staff capacity, references as well as price.

In keeping with its mandate to provide efficient and effective services, HACR is now soliciting proposals from qualified, licensed, and insured entities to provide the above noted services to the Agency. All proposals submitted in response to this solicitation must conform to all the requirements and specifications outlined within this document and any designated attachments in its entirety.

The mission of HACR is “To create and maintain sustainable, affordable housing opportunities, provide pathways to a better quality of life, and empower vibrant communities “.

The vision of HACR is “To be a premier partner in creating communities of choice in the Richmond and Wayne County Area”.

HACR is committed to a goal of thirty-five percent of all contract funds being awarded to Minority Business Enterprises (MBE). The firms submitting proposals are encouraged to include MBE participation to the maximum extent possible.

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The Housing Authority of the City of Richmond, IN will not discriminate against otherwise qualified persons because of disability in the admission, access to, treatment, or employment in its programs and activities. This policy is applicable to all programs and activities of the Housing Authority of the City of Richmond, IN.

The Housing Authority of the City of Richmond has elected to use the Request for Proposal process for the purpose of evaluating the firm's qualifications and determining the most advantageous firm that demonstrates qualification, ability and other factors to perform the services outlined in the Scope of Work.

SCOPE OF SERVICES:

The Housing Authority of the City of Richmond (HACR) is seeking bids from qualified, licensed and bonded entities to provide professional lawn care maintenance. The ensuing contract(s) shall be indefinite quantity contracts (IQC), whereas the Agency will call upon the ensuing contractor(s) to perform the required work as proposed in the bidder's response to this RFP. Bidders will submit bids to enter into a (1) year agreement with HACR (the "Agreement") with an option by HACR to extend for (4) subsequent one-year agreements(s). The work shall include but is not limited to providing all labor, materials, equipment, and services required to provide lawn mowing and maintenance services as indicated within these specifications. Additional work as detailed in this RFP may be requested at other sites that are not specified in this RFP but may be owned by HACR.

Specific Work Requirements

Method.

Contractor shall vary mowing patterns weekly to avoid soil compaction from equipment. Mow in direction that prevents clippings from being blown onto landscape beds, sidewalks, resident steps and entranceways, and playgrounds.

Conditions.

Contractor shall not mow grass when soil conditions are unfavorable, and when mowing equipment may potentially cause ruts or damage to turf.

Grass Clippings.

Grass clippings must be collected and disposed offsite at the time of mowing. DO NOT use HACR dumpsters for disposal.

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String Trimming.

Upon completion of mowing, all remaining inaccessible grass should be trimmed to match surrounding mowed height. String trimming should occur around all objects that encroach or are surrounded by turf. This includes, but is not limited to, areas adjacent to buildings, stoops, steps, porches, playgrounds, timber, plastic or metal edging, mulch beds, fencing, dumpster enclosures, signposts, bollards, utility poles and guide wires, and fire hydrants. Contractor shall trim weeds and/or grass around all street signs, lamp posts, fences, and any other obstructions to maintain a well-manicured appearance.

Edging.

Edging shall take place at initial mowing of season, and then once per month thereafter, for the duration of the contract. Edging: Contractor shall edge all tree rings, plant beds, buildings, sidewalks, fences, driveways, parking lots, playground boxes and other surfaced areas bordered by grass with each mow. All walks, drives, curbs, between curbs & driveways, and hardscape elements adjacent to turf are to be edged. Edging must be completed by a designated Edging Machine and NOT a string trimmer.

Weeding.

Weed eradication. Eradicate weeds using grass trimming equipment or pull-out weeds by hand, and around scattered sites where weeds are present and, all sidewalks, playgrounds, and parking lots where weeds are growing up between cracks. Weeding eradication shall be performed minimum 2 times per month. Weeding shall be performed prior to mulching. License to spray/administer chemicals shall not be required and, the use of harmful chemicals or harmful powders shall NOT be used on weeds.

Mulching.

Mulching. Mulch application and spreading will be performed by the vendor. Mulch will be supplied to the vendor by the HACR. Vendor will perform weed eradication and replace any weed barriers prior to new mulch being applied. Specific/further mulching instructions will be delegated by each HACR AMP.

Bed Maintenance:

The Contractor shall provide maintenance of all plant beds continuously throughout the contract period, being kept free and clear of all weeds. (This excludes raised garden boxes used by children on playgrounds except when occasionally requested by the Agency).

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Pruning:

Contractor shall prune shrubs and trees as needed. Flowering trees and shrubs shall not be pruned while in bloom or at times when pruning will inhibit blooming. All trees or shrubs in parking area or near walkways will be trimmed to insure the tree/shrub does not impede parking or walking.

Leaf Removal:

Contractor shall remove leaves during the fall and winter until trees have dropped all foliage. Leaves shall be removed from the property and discarded in an offsite landfill.

Clean Up.

Upon completion of the work, the contractor shall remove all debris from the site caused by mowing. The Contractor shall ensure all sidewalks, curbs, decks, ramps, driveways/roadways, and ground level cement/asphalt surfaces are blown free of clippings, dirt, and debris immediately after each mowing. There is to be no loose grass left at the property during each visit must be removed. Contractor shall clean all sidewalks of grass clippings, dirt, etc. after each mowing.

Contractor shall complete a Spring Clean-Up in April or May (as conditions allow) each year. Spring Clean-Up is defined as blowing or raking and removing all leaves and debris from the site including, but not limited to, flower beds, fence lines, trash enclosures, meter enclosures and boiler room enclosures. Contractor shall complete a Fall Clean-Up in November or December of each year. Fall Clean -Up is defined as blowing or raking and removing all leaves and debris from the site including, but not limited to, flower beds, fence lines, trash enclosures, meter enclosures, and boiler room enclosures. Contractor may be asked to perform additional leaf blowing duties as required depending on leaf accumulation and site conditions.

Other services as needed:

Cutting and removal of limbs, spreading mulch,

CONTRACTOR RESPONSIBILITIES

Use of Subcontractors.

All subcontractors used by the Contractor to provide lawn care services must be approved by the Department of Procurement and Contracts at HACR. If the Contractor is aware in advance that there may be a need for subcontractor work, the Contractor shall provide a list of their subcontractors and complete and submit the Subcontractor

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Listing to HACR. The Department of Labor has instructed HACR not to allow the use of 1099 workers on federally funded projects. The subcontractor cannot be a 1099 worker but must be a sole proprietor of his own business with a federal tax identification number. The subcontractor shall not perform any work at any HACR site location without first being approved. Subcontractors will be required to submit the same paperwork as the contractors (ie: Certificates of Insurance, Licenses, W-9, Section 3 documentation, etc.). It is expressly understood that the contractor covers the subcontractor on their general liability, commercial liability and property damage insurance policies, with HACR as the additional insured. The Contractor will be responsible for its subcontractor for any action or negligence of the subcontractor.

Record Keeping.

Employers (contractors and subcontractors) engaged on work subject to MWDs must make and maintain for no less than three years following the completion of the work records containing information demonstrating compliance with the MWDs applicable to the work. These records at a minimum contain for each laborer or mechanic employed: Employee name, address and social security number; correct work classification; hourly rate of monetary wage paid; rate of any bona fide fringe benefits provided; number of daily and weekly hours worked; gross wages earned; all deductions taken; actual net wages paid.

Maintenance Wage Determination (MWD) for maintenance work.

An award from the RFP has the potential to be a multi-year contract for maintenance work or services. The applicable Maintenance Wage Determination (MWD) for 2023 is found in attachments too this RFP.

Labor Standards compliance monitoring.

Periodic monitoring is conducted to ensure all contractors and subcontractors are performing the contract work in accordance with the applicable labor standards provisions. The two key aspects of periodic monitoring include spot-check reviews of contractor and subcontractor records and on-site interviews with laborers and mechanics employed under the contract.

Lawn Mowing Services. In most cases, the dwelling and immediate/adjacent area where work is to be performed will not be vacated. It shall be the contractor's responsibility to provide proper protection from any infiltration of or damage by dust, dirt and debris to the tenants and their possessions. Liabilities for failure to do so shall be solely the responsibility of the contractor. All work shall be performed in a manner that will cause minimal discomfort and inconvenience to the tenants of each property. Contractor shall

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be responsible for making sure all his/her employees are wearing the following Personal Protection Equipment always while working on HACR property:

- Eye protection must be ANSI certified.
- Hearing Protection
- Long Pants
- Short/long sleeve shirts – Shirts must be worn always.

Contractor and his/her employees shall present themselves in a professional manner when on HACR properties. Contractor and his/her employees shall be courteous to all HACR employees and HACR tenants.

Coordination of Work. Coordination of work with other contractors and HACR employees may be required. Other work may include but is not limited to post-emergent herbicide applications, landscaping, and related site work. The contractor shall be required to have a cell phone to maintain communication with designated HACR supervisors. Contractor must respond to cell phone calls within four (4) hours on the same day.

Equipment.

Equipment must be in proper working condition. Equipment that is unsafe, creating unreasonable exhaust or noise, or creating unacceptable work shall not be permitted. Mowers shall have sharp blades so that the cut is clean and grass leaf tips are not shredded after cutting. All lawn mowers are required to be equipped with grass clipping catchers at each HACR AMP, scattered site or vacant lot location. Equipment shall be appropriate for the scale of the mowing. Contractor shall not cause damage to landscape beds, tree trunks, edging, fencing, etc. by using large-scale equipment for trim mowing. String trimmers or hand mowers shall be used in areas with limited access.

Execution. Prior to performing any work on HACR property, the Contractor shall notify the appropriate HACR representative of the days that crews are scheduled to be on site. Failure to provide proper notification will prevent inspection and acceptance of work, therefore delaying application for payment. Contractors shall provide HACR site personnel a written schedule of when routine mowing services shall be performed.

Preparation.

Contractor must gas equipment before arriving at the site or before unloading from trailer. If it is necessary to refuel during mowing, equipment must be moved away from turf areas, to prevent damage from potential spills. Contractor shall clean up any spills immediately, appropriately, and thoroughly. PRIOR TO EACH MOWING, the Contractor shall remove and dispose of all trash, debris, branches, undesirable materials, etc.

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found in the lawn areas. HACR dumpsters may be used for disposal of removed trash. Organic waste, such as grass clippings, leaves, etc. are NOT permitted in HACR dumpsters and must be disposed of offsite. Leaf collection shall be completed as needed during the contracted mowing season. The Contractor shall dispose of all leaves offsite. Contractors SHALL NOT use HACR dumpsters for leaf disposal.

OSHA Hazard Communication Standard.

The Occupational Safety & Health Administration (OSHA) Hazard Communication Standard (29CFR 1910.1200) states that contractors/suppliers must be informed of hazardous chemicals their employees may be exposed to while performing their work and any appropriate protective measures. In order to comply with this requirement, Lucas Metropolitan Housing Authority has developed a list of all the hazardous chemicals known to be present at our facility. A Safety Data Sheet (SDS) is also on file for each of the chemicals and / or hazardous substances. The information is available to you and your employees upon request. In order to protect the safety and health of our own employees, contractors/supplies must provide (upon request) an SDS on any hazardous chemical (s) or material (s) which they may bring into the facility. Failure to provide this information in a timely manner will result in the removal of the contractor/supplier from the premises. Each contractor is responsible for identifying conditions where Personal Protection Equipment (PPE) is required, and they are to furnish the necessary filtering face pieces, gloves, masks, eye protection, coveralls, steel toed shoes or any other type of gear that will keep their employees safe from a hazardous condition.

SCHEDULE

HACR Mowing Schedule.

Mowing season shall commence on April 16th. Seasonal conditions may affect start of mowing season to be earlier or later than this date.

HACR Playground Weeding and Mulching Schedule.

Weeding and Mulching of playground will occur during the mowing season. Weeding and mulching will be performed once during the season.

Frequency.

Mowing frequency is based on growth rate of grass. Height of grass shall indicate time to mow. Maximum contract performance generally requires mowing once every (10) days as a minimum pending weather conditions. Vacant lots will be mowed twice a month (once in April & once in November).

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Height.

Failure to adhere to the acceptable mowing heights as specified shall cause HACR to notify the contractor of inadequate work and may lead to the adverse reactions described on “Agency Reservation of Rights.” Spring cut height 3” – April 1st through May 31st Mow when grass reaches 3” Summer cut height 3” – June 1st through September 15th Mow when grass reaches 3” Fall cut height 3” – September 17th through November 16th Mow when grass reaches 3”

Below is a list of properties, but not limited to, where lawn care and or landscape maintenance services will be utilized in Richmond Indiana 47374.

- 81 S. 14th St. (**Merle Henderson Apartments**)
- 1101 S. 16th St, 1611 S. J. St, 1711 S. J St, 1801 South J. St, 1790 S. L, & 1700 S. L St. (**Southview Apartments**)
- 2001 W. Main St. (**Jerry Geier Apartments**)
- 1407 N. H. St, 850 N. 17th St, 906 N. 14th St, 901 N. 15th St, 815 N. 13th St, 801 N. 15th St, 818 N. 15th St, 724 N. 16th St, 851 N. 16th St, 907 N. 14th St, 910 N. 16th St. (**Bobby Smith Apartments**)
- 58 S. 15th St. (**HACR Main Office**)
- 1321 S. 9th St. (**Maintenance Warehouse**)
- 855 N. 12th St (**Reverend James M. Townsend Building**)
- 777 N. 12th St (**Old Charter School Building**)
- 846 N. 12th St. (**Large Vacant Lot**)
- 711 N. 13th St. (**Vacant Lot**)
- 800 N. 16th St. (**Vacant Lot**)
- 806 N. 16th St. (**Vacant Lot**)
- 909 N. 16th St. (**Vacant Lot**)
- 915 N. 13th St. (Westside behind 915 N. 13th St. alley adjoin property) (**Vacant Lot**)
- 208 / 210 S. 10th St. (**Vacant Lot**)
- 400 S. 10th St. (**Vacant Lot**)
- 121 S. 10th St. (**Vacant Lot**)
- 312 S. 11th St. (**Vacant Lot**)
- 300 S. 12th St. (**Vacant Lot**)
- 835 S. 12th St. (sits on NE corner of S. 12th & S. I St. 1204 S. I St.) (**Vacant Lot**)
- 210 S. 13th St. (**Vacant Lot**)
- 400 S. 13th St. (**Vacant Lot**)
- 104 S. 14th St. (**Vacant Lot**)
- 108 S. 14th St. (**Vacant Lot**)
- 237 S. 14th St. (**Vacant Lot**)

Other properties, as may be assigned by HACR on an as needed basis.

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**Please note that some addresses on the above list are general for location reference pertaining to this RFP but has multiple apartments/homes and areas at the above locations.*

To view locations and gain property access please contact Keon Jackson 765-966-2687 Ext. 27 or Keon@hacrhousing.com

Hours of Service. HACR Hours of operation are currently 8:30am-4:30pm Monday-Friday. *These hours are subject to change in July 2023.*

Additional Locations. The Authority reserves the right to add or remove facilities from this Contract, or adjust schedule, with reasonable prior notice. There may be instances when the Authority will request the addition or removal of property due to acquisition, selling, or emergency situations.

Non-Compliance with Work Hour Requirements. If the awarded firm fails to have lawn service at the Authority's specified work facility at the scheduled time more than 10 days for three or more occurrences during a 6-month period, the Authority may, at its discretion, cancel the Contract due to non-performance. If an employee is unable to report to duty as scheduled, the Proposer shall immediately provide a replacement to begin at the designated scheduled time.

Personnel Replacement. The Authority shall have the final approval as to which employee may be assigned to Authority facilities. The Authority reserves the right to request to remove and replace any employee or staff who, in the Authority's sole discretion, does not meet the Authority's professionalism requirements, is not in compliance with the requirements of this Solicitation, and/or appears incapable of performing assigned duties. Any employee that the Authority requests to be removed shall be replaced within 48 hours during the term of the Contract. Employees or staff reporting to work under the influence of alcohol or any illegal substance or out of uniform will not be allowed to stay on duty. No smoking is allowed in any building. Smoking is allowed in designated smoking areas only. The awarded Firm will be responsible for the immediate replacement of the employee. HACR reserves the right to contract with and assign tasks to an individual firm or firms as best address the full scope of need of the Housing Authority of the City of Richmond.

Compensation. Firms will propose hourly bill rates (regular and holiday) for lawn care services in their price proposal submission for the initial year of the contract and additional years thereafter. In addition, firms should provide the hourly cost for as needed and/or emergency services. If there are any additional charges, please provide the hourly rates and details of the services. If HACR elects to extend the contract for any additional years, the hourly rates will be negotiated between the firm and HACR prior to renewal.

1. PROPOSER/COMPANY RESPONSIBILITIES

1.a All uniforms, materials, equipment, and vehicles necessary to satisfactorily perform lawn services in accordance to this Solicitation shall be provided by the Proposer, including, but not limited to: Company issued uniform with logo, Mowers, rakes, bags, edgers, ID Badge, clip boards, log books, cellphone or two way hand held radio, etc.

1.b The Proposer shall provide appropriately equipped and trained personnel, with background inspections completed according to the Authority's specified eligibility criteria. Random drug testing shall be performed for each staff person on a semi-annual basis throughout the course of year.

1.c Must have sufficient lawn care personnel to meet Authority's needs during scheduled hours.

1.d Provide the Authority's designated representative with the names of all lawn care staff performing under the Contract and submit updated information as changes occur in a timely manner.

1.e Provide documentation to the Authority's designated representative verifying that all employees assigned to Authority property meet or exceed the minimum requirements stipulated under Section 2 of this Solicitation.

1.f Ensure that lawn care staff are on time, properly attired and conduct themselves in a professional manner during their scheduled shift at the Authority's facilities.

1.g All Lawn Care staff assigned to Authority facilities shall wear a distinctive uniform that is professional and clearly creates the appearance that the individual's function is lawn care.

1.h Photo ID must be worn at all times and clearly visible throughout shift. Uniform must be clean and ironed and worn in a meticulous and professional manner. Garments worn to adjust to the climate (jackets, coats, etc.) must not hide the lawncare markings of the uniform.

1.i The awarded Firm must immediately contact the appropriate Authority staff if there is a problem meeting the lawn care coverage.

1.j The Proposer must, at a minimum, validate driver's record status on a semi- annual basis, including but not limited to noting any driving restrictions.

1.k Company shall provide HACR with a dispatch phone number that can be distributed to staff to report issues.

1.l Company will be required to provide photos to HACR with invoices to ensure work is being completed as assigned.

QUALIFICATIONS STATEMENT

The Respondent's Proposal shall include:

1. The name, title (s) and contact information for the individual(s) authorized to negotiate and contractually bind Respondent. **PROPOSALS MUST BE SIGNED BY AN OFFICIAL AUTHORIZED TO CONTRACTUALLY BIND THE RESPONDENT.**
2. Provide specific information in this section concerning the firm's experience in the services specified in this RFP. Examples of completed projects, as current as possible, should be submitted, as appropriate. **References are required.** Please provide names, addresses, and telephone numbers of contact persons within three (3) client agencies for whom similar services have been provided.
3. Debarment or Other Disqualification - Proposer must disclose any debarment or other disqualification as a vendor for any federal, state or local entities. Proposer must describe the nature of the debarment/disqualification, including where and how to find such detailed information.

The Housing Authority of the City of Richmond is exempt from sales and use taxes. Bidders may eliminate these taxes from the cost of supplies and materials included in their bids, if they will be purchased in Indiana. Only supplies and materials purchased specifically for the HACR project are eligible for the tax exemptions. HACR will provide a copy of its tax exemption certificate.

Housing Authority of the City of Richmond only contracts with vendors that are qualified to perform the work at the sole discretion of HACR.

The Housing Authority of the City of Richmond reserves the right not to award a contract to anyone with a history of poor performance on projects performed for HACR at the sole opinion and discretion of HACR.

References will be checked on the top bidders. HACR reserves the right not to award a contract to anyone whose references are less than satisfactory at the sole discretion of HACR.

CONTRACT REQUIREMENTS:

- The successful Respondent will enter into a contract with the Housing Authority of the City of Richmond.
- Contractors are responsible for compliance with the HACR contract and all applicable local and federal regulations by themselves and by their sub-contractors.
- Some funds used for this project are derived from federal funds; therefore certain regulatory requirements will be included in the contract for the relevant properties, including but not limited to Federal Wage Guidelines.
- Contractors must obtain the minimum insurance requirements, including workers' compensation insurance and show evidence of such coverage. The insurance requirements are listed below. Housing Authority of the City of Richmond must be listed as Certificate Holder for any submitted forms.

PROOF OF INSURANCE FOR VENDORS AND CONTRACTORS

Workers' Compensation:

1. HACR requires that contractors and vendors supply HACR with a current Workers' Compensation Certificate.
2. HACR requires that the Workers' Compensation Certificate be valid for the term of the contract.
3. Contractors and vendors will immediately provide verification of coverage for the contract term.

General and Commercial Liability:

1. Contractor agrees to name **HACR** as an **additional insured** on its general liability policy, which shall be primary to HACR's general liability policy, and any other insurance policy as determined by HACR that is relevant to the contract scope of work. These policies shall also be primary to and non-contributory to HACR's General Liability policy.
2. Contractors and subcontractors shall name HACR as an additional insured on their General Liability policy, and any other insurance policy as determined by HACR that is relevant to the contract scope of work.

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3. Contractor and subcontractor shall indemnify HACR, to the fullest extent provided by law, for any and all claims arising out of the contractor's and subcontractor's performance of this contract.
4. Contractor and subcontractor shall provide proof of General Liability insurance coverage with combined single limit for bodily injury and property damage not less than \$500,000 per occurrence.
5. HACR reserves the right to request a copy of the contractors and subcontractor's full insurance policies and applicable endorsements.
6. Contractors and subcontractors must maintain the insurance policies that were submitted during the entire length of the contract.

Insurance Automobile Liability:

Contractors and subcontractors shall provide proof of Automobile insurance of owned and non-owned vehicles used on the sites or in connection therewith for combined single limit for bodily injury and property damage not less than \$300,000 per occurrence.

Indemnity:

Contractors and vendors agree to indemnify HACR, to the fullest extent provided by law, for any and all claims arising out of their performance of the contracts.

CONTRACTOR RESPONSIBILITIES

Contractor licensing and standards: The contractor will have the required experiences, licenses, insurances, bonding, financial stability, equipment and personnel needed to complete the work that they are bidding on. All work performed pursuant to this RFP must conform and comply with all applicable local, state and federal codes, statutes, laws and regulations.

Safety Standards: OSHA Hazard Communication Standard: The Occupational Safety & Health Administration (OSHA) Hazard Communication Standard (29CFR 1910.1200) states that contractors/suppliers must be informed of the hazardous chemicals their employees may be exposed to while performing their work and any appropriate protective measures. In order to comply with this requirement, Housing Authority City of Richmond has developed a list of all the hazardous chemicals known to be present in our facility. A Safety Data Sheet (SDS) is also on file for each of the chemicals and / or hazardous substances. This information is available to you and to your employees upon request.

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In order to protect the safety and health of our own employees, contractors/supplies must provide (upon request) an SDS on any hazardous chemical (s) or material (s) which they bring into the facility. Failure to provide this information in a timely manner will result in the removal of the contractor/supplier from the premises.

Each employer is also responsible for notifying any subcontractor they employ regarding the requirements of OSHA Hazard Communication Standard and other provisions described in this notice.

Each contractor is responsible for identifying conditions where Personal Protection Equipment (PPE) is required, and they are to furnish the necessary filtering face pieces, gloves, masks, eye protection, coveralls, steel toed shoes, tie off on roofs, fall protection or any other type of gear or equipment that will keep their employees safe from a hazardous condition.

Unauthorized Sub-Contracting Prohibited:

The successful proposer shall not assign any right, nor delegate any duty for the work proposed pursuant to this RFP (including, but not limited to, selling or transferring the contract) without the prior written consent of the CO. All subcontractors must be disclosed prior to the start of the work. Any purported assignment of interest or delegation of duty, without the prior written consent of the CO shall be void and may result in the cancellation of the contract with the Authority, or may result in the full or partial forfeiture of funds paid to the successful proposer as a result of the proposed contract; either as determined by the CO.

If subcontractors are to be used, they must be listed on the bid form. The general contractor or prime contractor must complete at least 12% of the project by himself or his employees. The job may not be subcontracted more than 88%. If subcontractors are used each subcontractor must submit proof to demonstrate the subcontract relationship (contract, incorporation papers, etc.) and a Certificate of Insurance covering general liability and workers compensation for the subcontractor and employees.

- The subcontractor shall follow the same wage requirements as above for employees.
- If subcontractors hire other subcontractors, all requirements apply. Both parties can terminate this contract with or without cause with 24

Hour written notice given prior to the next workday. If terminated, the payment will be paid on the same scheduled date as all other contractors. However, the payments will be made based on the prorated amount of the contract completed at time of termination.

Section 3 Applicability:

This project will be subject to Section 3 requirements. Please see the attached overview.

PROPOSAL FORMAT

Proposals should follow the outline presented below.

TAB 1 ORGANIZATIONAL PLAN –

- a. Transmittal Letter/Introduction which must, at a minimum, contain the following:
- Identification of the offering firm(s), including name, mailing address, e-mail address and telephone number of each firm;
 - Proposed working relationship among the offering firms (e.g., prime-contractor), if applicable;
 - A statement to the effect that the proposal shall remain valid for a period of not less than ninety (90) days from the proposal due date; and
 - Signature of a person authorized to bind the offering firm to the terms of the proposal.

TAB 2 FIRM'S QUALIFICATIONS

- a. Describe your company's previous experience and capability of providing the requested services described under Section B, Scope of Work.
- b. Disclose any conditions (e.g., bankruptcy, pending litigation, etc.) that may affect the proposer's ability to perform contractually. Certify that the firm is not debarred, suspended or otherwise declared ineligible to contract by any federal, state or local public agency;
- c. Indicate the names and types of similar properties that your company currently services and in what locations.
- d. Provide the number of full-time and part-time employees currently employed with your company.
- e. What type of training do each of your employees need to complete in order to work for your company?
- f. Is your firm a MBE or WBE?

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- g. Does your firm provide Section 3 opportunities? See Section Administrative Information.

TAB 3. STAFF QUALIFICATIONS

- a. Describe the specific training each staff person has and any additional certifications they may have received.
- b. Personnel Selection Process - What are your requirements for hiring employees? Provide detailed information about the training staff need to complete in order to qualify for employment with your firm.
- c. Training and Development of Staff - Explain how your organization ensures that personnel performing the Services are qualified and proficient. Are staff trained in customer service relations and problem-solving techniques?
- d. List any work rules which may have an effect on your rate of staffing. (i.e. hourly premiums, hourly reporting minimums, break schedules, etc.)

TAB 4. WORK PLAN/TECHNICAL APPROACH

- a. Describe your firm's understanding of HACR's objectives and requirements in providing the Scope of Work identified on pages 3-8 , demonstrate the proposer's ability to meet those requirements, and outline clearly and concisely the plan for accomplishing the specified work; and
- b. State any exceptions to or deviations from the requirements of this RFP.

TAB 5. COST PROPOSAL

- a. Firm should submit hourly rates for regular work hours and an hourly rate for Emergency/Holiday. The Emergency/Holiday rate should not exceed 1.5% of the regular hourly rate.
- b. Vendor should provide the hourly rates for lawncare services as well as the hourly rates.
- c. If there are any additional costs, please provide the rates and description of services.
- d. Total monthly price for the performance of these services per site location and per additional task
- e. Invoices will paid within 30 days of receipt and must contain the following information: Name of the staff; locations worked; dates worked and hours worked, before and after photos (if requested).

TAB 6. REFERENCES

The Respondent must submit a minimum of at least five (5) references for clients which the Respondent has provided services similar to those requested by this Solicitation. If available, the Respondent should include references for similar services provided to public agencies. References can only be listed for work performed within the last five (5) years. References should include the following information:

1. Name of Agency;
2. Contact person name, title, and telephone number (email optional);
3. Beginning/ending dates of contracts;
4. Brief description of services provided

COMPARATIVE CRITERIA

The following are the criteria that will be used in evaluating the submitted proposals.

Criteria	Rating
<p>Firm's Experience</p> <p>HA: The proposal demonstrated significant experience with providing similar services for 5 or more years</p> <p>A: The proposal demonstrated some experience with providing similar services for 3-4 years.</p> <p>NA: The proposal demonstrated experience with providing similar services for less than 3 years</p>	<p>Highly Advantageous _____</p> <p>Advantageous: _____</p> <p>Not Advantageous: _____</p>
Notes:	20 Possible Points

<p>Section 3</p> <p>HA: The respondent is willing and/or able to address HACR 's Section 3 goals and can show a past track record of hiring Section 3 eligible residents and/or voucher holders.</p> <p>A: The respondent is willing and/or able to address HACR 's Section 3 goals.</p> <p>NA: The respondent does not address or not willing and/or able to address HACR's Section 3 goals.</p> <p>Notes:</p>	<p>Highly Advantageous _____</p> <p>Advantageous: _____</p> <p>Not Advantageous: _____</p> <p>10 Possible Points</p>
<p>MBE/WBE</p> <p>The respondent is a certified MBE or WBE</p> <p>The respondent is not a certified MBE or WBE</p>	<p>Highly Advantageous _____</p> <p>Non-Advantageous _____</p>
<p>Notes:</p>	<p>10 Possible points</p>

<p>STAFF EXPERIENCE/QUALIFICATIONS</p> <p>HA: The respondent’s staff are all qualified lawncare providers.</p> <p>A: Some respondent’s staff are qualified in lawncare and have provided lawncare services for similar size and type of agencies.</p> <p>NA: The respondent’s staff have participated in lawn maintenance programs and of all types including but not limited to single family homes, government properties, commercial properties, privately owned businesses, etc.</p> <p>Notes:</p>	<p>Highly Advantageous _____</p> <p>Advantageous: _____</p> <p>Not Advantageous: _____</p> <p>20 Possible Points</p>
<p>WORK PLAN/APPROACH</p> <p>HA: The respondent’s proposal very clearly demonstrated the firm’s ability to meet the goals and objectives identified in the RFP.</p> <p>A: The respondent’s proposal demonstrated some ability to meet the goals and objectives identified in the RFP, but proposal lacked sufficient details.</p> <p>NA: The respondent’s proposal lacked details and wasn’t very clear about meeting the goals and objectives identified in the RFP.</p> <p>Notes:</p>	<p>Highly Advantageous _____</p> <p>Advantageous: _____</p> <p>Not Advantageous: _____</p> <p>10 Possible Points</p>

<p>REFERENCES</p> <p>HA: The respondent is able to provide (5) or more references.</p> <p>A: The respondent is able to provide (2) to (4) references</p> <p>NA: The respondent is able to provide (0) to (1) references.</p> <p>Notes:</p>	<p>Highly Advantageous _____</p> <p>Advantageous: _____</p> <p>Not Advantageous: _____</p> <p>5 Possible Points</p>
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<p>PRICE PROPOSAL</p> <p>HA: The respondent fee proposal is less than the established HACR internal budget.</p> <p>A: The respondent fee proposal is equal to, or no greater than 120% of the established HACR internal budget.</p> <p>NA: The respondent fee proposal is greater than 120% of the established HACR internal budget.</p> <p>Notes:</p>	<p>Highly Advantageous _____</p> <p>Advantageous: _____</p> <p>Not Advantageous: _____</p> <p>25 Possible Points</p>
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GENERAL INFORMATION

THE AUTHORITY'S RESERVATION OF RIGHTS

- The Authority reserves the right to reject any or all proposals, to waive any informality in the RFP process, or to terminate the RFP process at any time, if deemed by the Agency to be in its best interests.
- Not to award a contract pursuant to this RFP.

- Terminate a contract awarded pursuant to this RFP, at any time for its convenience upon 10 days written notice to the successful proposer(s).
- The Authority reserves the right to require additional information from any Respondent to assist in its evaluation. The information shall be submitted in the form required by the Authority within two (2) days of written request or the proposal shall be deemed non-responsive.
- Determine the days, hours and locations that the successful proposal(s) shall provide the services called for in this RFP and the right to increase or decrease sites and locations as HACR desires.
- Retain all proposals submitted and not permit withdrawal for a period of 90 days subsequent to the deadline for receiving proposals without the written consent of HACR.
- Negotiate the fees proposed by the respondents.
- Cancellation of the ensuing contract may be done at any time for unsatisfactory work, untimely service, or any other reason deemed necessary by the HACR.
- Reject and not consider any proposal that does not meet the requirements of this RFP, including but not necessarily limited to incomplete proposals and/or proposals offering alternate or non-requested services.
- Have no obligation to compensate any proposer for any costs incurred in responding to this RFP.
- Make an award to multiple proposals (including joint ventures).
- Select a proposal(s) for specific purposes or for any combination of specific purposes.
- HACR reserves the right to withhold payment of invoices if in their opinion the work is not completed to Agency satisfaction.
- The Authority reserves the right to contact individuals, entities, or organizations that have had a business relationship with the respondent regardless of their inclusion in the reference section of the proposal submitted, including any previous business conducted with the Housing Authority City of Richmond or its affiliates.
- To defer the selection and award of any proposer(s) to a time of the HACR's choosing.

At any time during the RFP or contract process to prohibit any further participation by a proposer or reject any proposal submitted that does not conform to any of the requirements detailed herein. By accessing the richmondhousingindiana.org Internet System (hereinafter, the "noted Internet System" or the "System") and by downloading this document or by reviewing the RFP received via email, each

prospective proposer is thereby agreeing to abide by all terms and conditions listed within this document and within the noted Internet System, and further agrees that he/she will inform HACR in writing within 5 days of the discovery of any item listed herein or of any item that is issued thereafter by HACR that he/she feels needs to be addressed. Failure to abide by this time frame shall relieve HACR, but not the prospective proposer, of any responsibility pertaining to such issue.

CONTRACTOR RIGHTS TO DEBRIEF

It is the HACR's policy to resolve all procurement and contractual issues informally at the Authority level, without litigation. Disputes shall not be referred to HUD until all administrative remedies have been exhausted at the Authority level. HUD will only review protests in cases involving violations of Federal law or regulations or failure of the Authority to review a complaint or protest.

Any actual or prospective contractor may protest the solicitation or award of a contract only for serious violations of the principles of HACR's Statement of Procurement. All protests shall be in writing. If the protest is regarding the solicitation, the notice of protest must be received prior to the solicitation deadline. If the protest is regarding the award, the notice of protest must be received within ten (10) business days after the issuance of the award notice. A written protest shall contain, at a minimum, the name, address and phone number of the protester; identification of the procurement, including solicitation or contract number; a statement of the reasons for the protest; supporting exhibits, evidence, or documents to substantiate any arguments; and the form of relief requested. The HACR shall issue a decision as expeditiously as possible after receiving all relevant information requested.

Upon the conclusion of the solicitation period and issuance of the Award Notice, Offerors shall have the right to a debriefing. The request for a debriefing meeting must be made within ten (10) days of the date listed on the Award Notice. The debriefing meeting may be held either by phone or in-person at HACR's office. If the debriefing is in-person, travel expenses shall be the sole responsibility of the Offeror and not HACR.

VENDOR DISCLOSURE

Vendor must provide disclosure of any pending or threatened court actions and/or claims against the Vendor. This information may not cause rejection of the proposal; but withholding the information may be cause to reject the proposal.

CONFLICT OF INTEREST

No vendor will promise or give to any HACR employee anything of value that could influence that employee in their decision on awarding contracts. No vendor will try to influence an employee of HACR to violate any procurement policies of the agency, the Ohio Revised code, or Federal Procurement Regulations.

Restrictions: All persons having familial (including in-laws) and/or employment relationships (past or current) with principals and/or employees of a proposer entity will be excluded from participation on the Authority evaluation committee. Similarly, all persons having ownership interest in and/or contract with a proposer entity will be excluded from participation on the Authority evaluation committee.

Vendor Examination of the RFP: Vendors are expected to be familiar with the entire RFP. The vendor is expected to respond to the RFP in a manner that makes it clear they understand and have responded to all sections of the RFP.

If a vendor discovers any mistakes or omissions in the RFP, they must notify HACR's Contact Person in writing. Clarifications and corrections will be sent to all vendors who have registered with the agency for the RFP.

Changes to RFP: HACR may make changes to this RFP by addendum, which shall be posted to website (if applicable) and sent via email

AVAILABILITY OF FUNDS:

This RFP and all agency contracts are contingent upon the availability of funds. If, during the RFP process, funds are not available for the proposed services, the RFP process will be canceled. The vendor will be notified at the earliest possible time. HACR is not required to compensate the vendor for any expenses incurred as a result of the RFP process.

NON-APPROPRIATIONS CLAUSE: The proposed services will be subject to termination in the subsequent fiscal years if the sufficient funds are not appropriated and budgeted or are not otherwise available to continue making payments for the equipment or other services performing similar functions and services.

TERMINATION: HACR reserves the right to terminate an agreement without prior notification for reasons it deems in the best interest of HACR. If terminated, HACR will notify the contractor of the termination in writing by EMAIL and shall pay contractor for services rendered prior to contractor's receipt of the Notice of the Agreement Termination.

LAWNCARE SERVICES
RFP# 2- 2023-OPS-LAWN CARE

RENEWAL OPTION:

This contract is initially executed for services pertaining to April 2023 -December 31, 2023, only. HACR Shall retain the right to renew this contract annually, at HACR's option, to renew this contract for 4 additional one-year terms, independently, for the years named in the RFP document that HACR received pricing for, the total contract term shall not exceed five years. Contractor shall list any proposed yearly escalation clauses.

PROPOSAL SUBMITTAL:

March 7, 2023 AT 10:00 AM.

Proposal must include all copies of HACR bid documents as attached and executed by contractor along with certificate of insurance.

Proposals may be submitted in writing to the HACR Main Office at 58 S. 15th Street, Richmond, IN 47374 or by e-mail at the following address: Keon@hacrhousing.com Responses received later than the date and time specified will be rejected or deemed nonconforming. HACR assumes no responsibility or liability for late delivery or receipt of responses.