

CITY OF LAWRENCE, MARION COUNTY, INDIANA

**REQUEST FOR PROPOSALS FOR
GROUNDS MAINTENANCE SERVICES PROVIDER**

DATED: FEBRUARY 25, 2020

The City of Lawrence (the “City”) is a unit of government operating under the applicable laws of the State of Indiana with a population of approximately 50,000 persons situated within 21 square miles located in the northeast quadrant of Marion County, Indiana. Originally platted in 1849 as Lanesville, the name “Lawrence” was approved by the Marion County Commissioners in 1866. The City is governed by a Mayor and a Common Council of 9 Councilors, along with a Board of Public Works and Safety and a Utility Services Board. The City was home to the Fort Benjamin Harrison Army Post, which was dedicated by President Roosevelt in 1906 and closed in 1996 (the “Fort”). It continues to thrive with the redevelopment of the Fort into the new City Center and many new residential and commercial developments. The City enjoys excellent access to I-465 via Pendleton Pike and 56th Streets and is served by its own Police/Fire/EMS services, potable water, sanitary and storm sewer systems, Street Department, Public Works Department as well as a Parks Department with 9 City parks. For more information regarding City please visit the City website at www.cityoflawrence.org.

The City is seeking to award a contract or contracts to one or more persons or entities to provide all or a portion of the grounds maintenance services set forth in this Request for Proposals, dated February 25, 2020 (this “RFP” or the “RFP”), with respect to all or a portion of those facilities and real property set forth in this RFP (collectively, the “Grounds Maintenance Services”). The City anticipates that subsequent to receiving and evaluating all of the responses to this RFP received by the City, the City will determine which responses are in compliance with the terms and conditions set forth in this RFP, will determine which respondent or respondents provide the response or responses which are most beneficial to the City (each, a “Successful Respondent”) and assuming agreeing to terms which are mutually acceptable to such Successful Respondent and the City, will enter into a grounds maintenance service agreement (each, an “Agreement”) which will grant the Successful Respondent the rights and obligations to provide all or a specific portion of the Grounds Maintenance Services in exchange for a fee agreed to by the parties, together with such other customary terms and conditions acceptable to the parties.

To be considered a qualified response to this RFP such response must comply with the requirements set forth in this RFP, which compliance will be determined by the City in its sole and complete discretion.

A. GENERAL REQUIREMENTS OF THE RFP

1. Contact person for the City is:

Jason Fenwick
City Controller/Deputy Mayor
City of Lawrence, Indiana
9001 East 59th Street
Lawrence, IN 46216
Telephone: 317-542-4441
E-Mail: jfenwick@cityoflawrence.org

Prospective respondents requesting more information should direct their questions to the person named above. CONTACT BY PROSPECTIVE RESPONDENTS REGARDING ANY MATTERS SET FORTH IN THIS RFP IS LIMITED TO MR. FENWICK. PROSPECTIVE RESPONDENTS MAKING DIRECT OR INDIRECT CONTACT WITH ANY OTHER EMPLOYEE OR ELECTED OR APPOINTED OFFICIAL OF THE CITY RISK DISQUALIFICATION IN THIS PROCESS.

2. The City reserves the right to:

- Accept or reject any or all documents or parts submitted by any respondent, to waive any technicalities or irregularities in any response or the selection process and reserves the right to request future proposals at its discretion;
- Contact any, all, or none of the selected respondents for clarification and/or modification of their response;
- Select or reject any of the alternatives as may be submitted by any of the respondents, and to give added consideration to special or unusual features that may be included in the respondent's response;
- Negotiate any and all final terms of each Agreement with the applicable Successful Respondent; and
- Postpone or cancel award or execution of any Agreement for any reason or no reason at all prior to execution by both parties of such Agreement.

3. Any person or entity interested in being considered by the City as a potential Successful Respondent must submit one copy of such respondent's response in a sealed envelope marked "Proposal for Grounds Maintenance Contract 2020" to Mr. Fenwick's attention at the address set forth above **no later than 1:00 p.m. (applicable Eastern Time), on March 13, 2020.** In addition to providing one copy in the sealed envelope, such person or entity must also submit to Mr. Fenwick at the electronic mail address set forth above by such same date and time an electronic copy of such respondent's response. Any response which Mr. Fenwick in his sole and complete discretion believes to be received after this deadline may be returned to the respondent without consideration by the City. If responses are mailed, the post office becomes the agent of the respondent and not that of the City. DO NOT FAX RESPONSES. FACSIMILE RESPONSES OR RESPONSES RECEIVED ONLY VIA EMAIL ARE NOT ACCEPTED AND WILL BE RETURNED TO THE RESPONDENT WITHOUT CONSIDERATION BY THE CITY.

4. To assist in the proposal process, prospective respondents are invited and encouraged to attend a site visit and pre-bid meeting on Friday, March 6, 2020, starting at 1:30 p.m. (Eastern Time), beginning and ending in the Mayor's Conference Room of the City Municipal Office Building located at 9001 East 59th Street, Lawrence, Indiana 46216.
5. Any and all questions must be submitted to Mr. Fenwick via email to the following address: jfenwick@cityoflawrence.org. Questions and answers will be documented and updated regularly and sent via email to all prospective respondents that have requested this RFP from Mr. Fenwick.

All questions must be submitted by March 9, 2020, at 5:00 p.m. (Eastern Time). Questions submitted after this deadline will not be answered unless determined to be in the best interest of the City (at the discretion of the City).

Attempts to submit questions via phone or personal contact are not appropriate and will not be answered. Purposeful violation of this condition may be cause for proposal rejection.

6. The City reserves the right to conduct discussions or interviews with, and best and final offers obtained from, one or more respondents who submit proposals determined by the City to be reasonably susceptible of being selected as of the Successful Respondents.
7. A qualified response must include completed and signed copies of Appendices A through F, as well as the following information:
 - A brief description of the type or types of business in which the respondent operates;
 - The number of years the respondent has been operating its business in the central Indiana area;
 - The respondent's last three years of financial statements, if available (these will remain confidential and will be returned to the respondent shortly after the City makes its determination regarding the Successful Respondent or Successful Respondents);
 - A certificate of insurance showing liability insurance coverages for the respondent, with the understanding that if the respondent were to be a Successful Respondent, the respondent would be required to have the City included as a named additional insured or a loss payee on a non-contributory basis under such insurance policies;
 - Provide a reference list of at least three relationships with existing clients receiving grounds maintenance services similar in scope and magnitude to the Grounds Maintenance Services; and
 - Provide any additional information the respondent believes to be beneficial to providing the Grounds Maintenance Services if the respondent were to be one of the Successful Respondents.

B. GROUNDS MAINTENANCE SERVICES TO BE PROVIDED

The Grounds Maintenance Services to be provided by the Successful Respondent or Successful Respondents at the respective grounds and facilities are as follows:

1. City Administration Office/Station Grounds (See Appendix A for list of facilities and use Appendix A to provide price for these Grounds Maintenance Services)
 - Mow & string trim all grass areas – 28 mows & trims per year
 - Weed spray and fertilize all grass areas – three times during the year with the first spray completed before April 15, 2020, to minimize dandelions
2. City Parks (See Appendix B for list of facilities and use Appendix B to provide price for these Grounds Maintenance Services)
 - Mow & string trim all grass areas – 28 mows & trims per year
 - Weed spray and fertilize all grass areas – three times during the year with the first spray completed before April 15, 2020, to minimize dandelions
3. City Street Right-of-Ways, Other City Government Building Grounds and City Undeveloped Land (See Appendix C for list of facilities and use Appendix C to provide price for these Grounds Maintenance Services)
 - Mow & string trim all grass areas to height agreed to by the City and the Successful Respondent – 28 mows & trims per year
 - Except as expressly set forth on Appendix C, weed spray and fertilize all grass areas – three times during the year with the first spray completed before April 15, 2020, to minimize dandelions
4. Mulch Beds and Tree Rings at all City Administration Office/Station Buildings and City Parks (See Appendix D for list of facilities and use Appendix D to provide price for these Grounds Maintenance Services)
 - Spring Cleanup – prior to mulching, all mulch beds and tree rings, will be blade-edged and cleaned of all leaves, twigs and other debris and trash
 - Application of Pre-Emergent – prior to, and immediately following, mulching, a granular pre-emergent herbicide will be applied to all mulch beds and tree rings to control weed growth
 - Application of Mulch – all mulch beds and tree rings will receive at least a 2 inch top-dressing of mulch in the spring
 - Bed, Sidewalk and Curbs Maintenance – during the period from April 15 through and including November 30, all mulch beds and tree rings will be treated with weed control and top-dressed with mulch as needed, suckers will be removed from the base of all trees on a routine basis and weed control spray will be applied to sidewalks and curbs, as needed
 - Scrub pruning at all of the City Parks identified on Appendix B – from April 15 through November 30, scrub pruning will occur twice during this time period as agreed to by the City and the Successful Respondent

C. MATERIAL TERMS AND CONDITIONS OF EACH AGREEMENT

In addition to the customary terms and conditions contained in each Agreement, the following terms and conditions will also be in each Agreement.

1. The anticipated contractual period for each Agreement will be for the remainder of the 2020 calendar year with three (3) possible renewals, each for a period of one (1) year, with each such renewal occurring only upon mutual agreement and acknowledgment of the parties to such Agreement. The City reserves the right to alter this time period upon review of all responses. The City will contract with each Successful Respondent for the applicable goods and services procured from the date of award through the start date of applicable Agreement, as necessary.
2. The City anticipates that each Agreement will be in effect for the remainder of the 2020 calendar year. The pricing and other terms and conditions of each Agreement will be effective from April 1, 2020, through December 31, 2020.
3. In addition, to the foregoing and any other terms and conditions in the applicable Agreement, each renewal term will be subject to budgetary approval on a yearly basis.
4. Each Successful Respondent shall, in the performance of services pursuant to the applicable Agreement, fully comply with all applicable federal, state, or local laws, rules and regulations, and shall hold the City harmless from any liability from failure of such compliance.
5. Each Successful Respondent shall maintain in force at all times during the term of the applicable Agreement the following insurance with an insurance carrier acceptable to the City:
 - A. Employer's Liability: \$1,000,000 each accident
\$1,000,000 each aggregate
 - B. Liability:
 - Basic: \$2,000,000 general aggregate
\$1,000,000 each occurrence
 - Umbrella: \$3,000,000 general aggregate
\$3,000,000 each occurrence
 - C. Auto Liability: \$1,000,000 combined single limit liability bodily property damage
\$1,000,000 uninsured/underinsured motorists
\$1,000,000 hired and un-owned auto liability.

These coverages and limits are to be considered minimum requirements and shall in no way limit the liability or obligations of each Successful Respondent under the applicable Agreement with the City. Each Successful Respondent will covenant and agree that such Successful Respondent shall notify the City at least thirty (30) days prior to termination or restrictive amendment to any of the foregoing insurance. Each Successful Respondent

shall provide a Certificate of Insurance to the City as evidence of the required coverage with the City listed as an additional insured or loss payee on a non-contributory basis.

APPENDIX A

City Administration Office/Station Grounds

<u>Facility</u>	<u>Address</u>
Municipal Office Building	9001 East 59 th Street
Utilities Department Administration Building	9201 Harrison Park Court
Street Department Administration Building	10001 East 59 th Street
Fire Station #36	7620 Oaklandon Road
Fire Station #37	4850 German Church Road
Police Station and Garage	5140, 5150 and 5162 Post Road
Sterrett Center	8950 Otis Avenue
Theatre at the Fort	8920 Otis Avenue

For the Grounds Maintenance Services as set forth in the RFP at all of the City Administration Office/Station Grounds set forth above, we will charge an annual fee of \$_____.

Notwithstanding the foregoing lump sum annual fee, we agree that if we are the Successful Respondent for the Grounds Maintenance Services as set forth in the RFP at all of the City Administration Office/Station Grounds set forth above, we will provide the City within each monthly invoice the amount to be allocated to each Facility on an individual basis.

APPENDIX B

City Parks

<u>Park</u>	<u>Address</u>
Alexander Park	4902 Bechtold Avenue
Bragdon Wetlands Par	9455 52 nd Street
Explorer Park	5211 Richardt Avenue
Burns Park Football Fields	5610 Glenn Road
Lawrence Park	0 Fort Harrison, 5301 Franklin Road and 5440 Herbert Lord Road
Lee Road Park	6101 Lee Park Road
Louis J. Jenn Memorial Park	10450 63 rd Street
Lawrence Soccer Park	4510 Richardt Avenue
Oaklandon Playpark	11828 East 65 th Street
Veterans' Memorial Park	12150 62 nd Street

For the Grounds Maintenance Services as set forth in the RFP at all of the City Parks set forth above, we will charge an annual fee of \$_____.

APPENDIX C

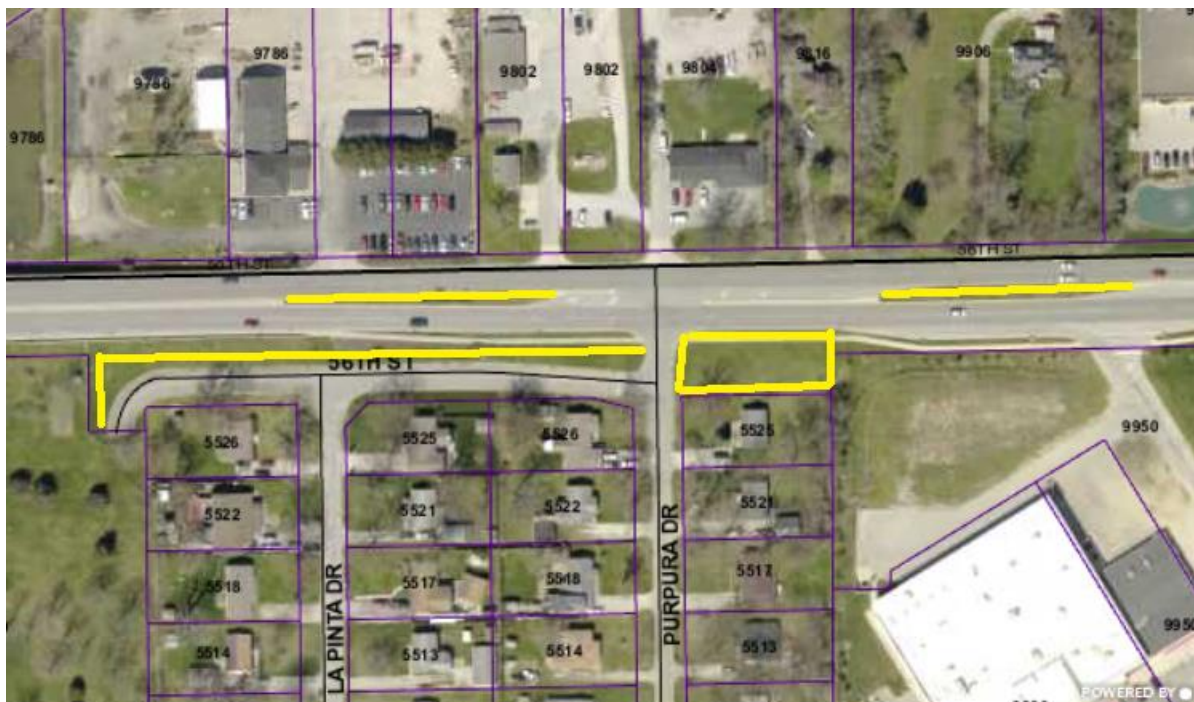
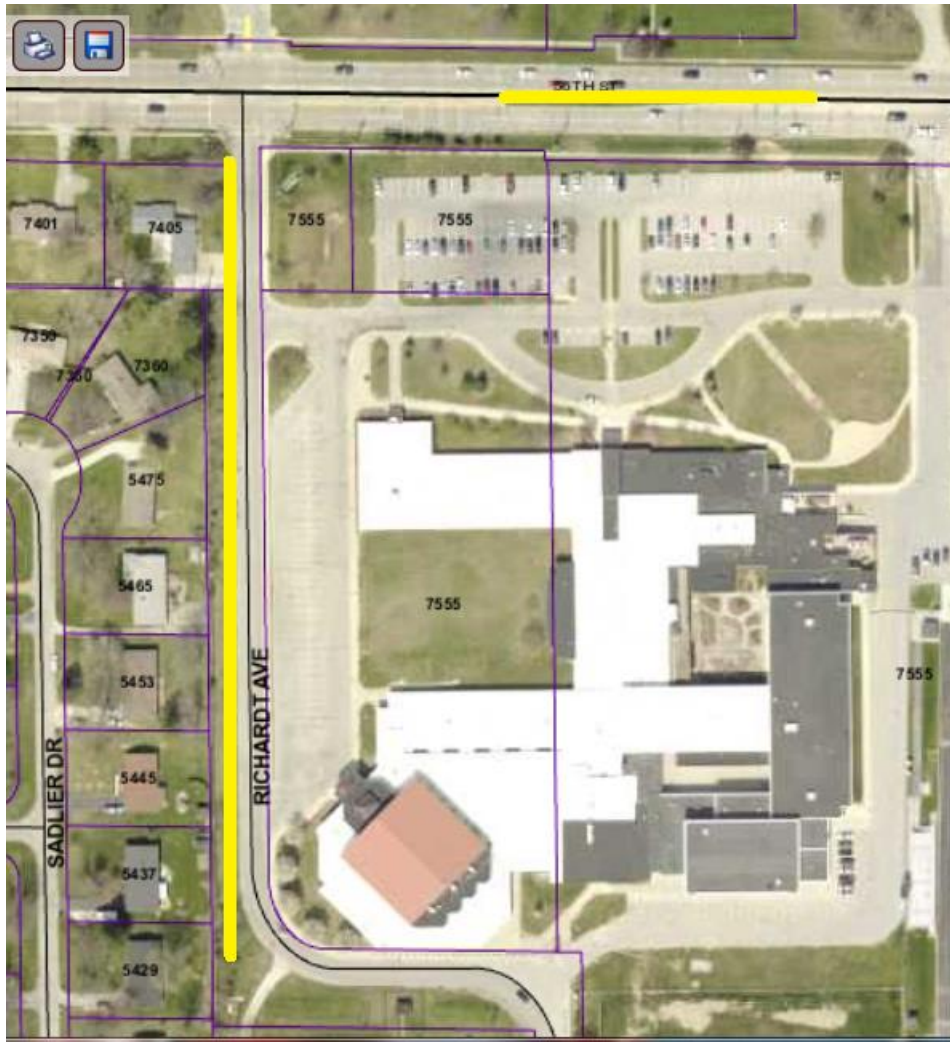
City Street Right-of Ways, Other City Government Building Grounds and City Undeveloped Land

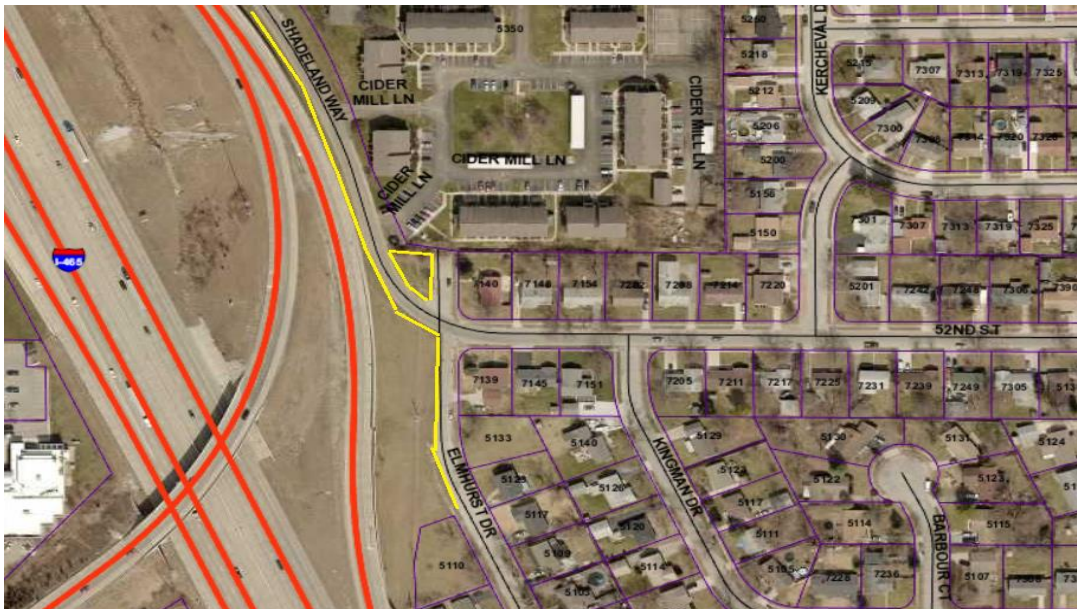
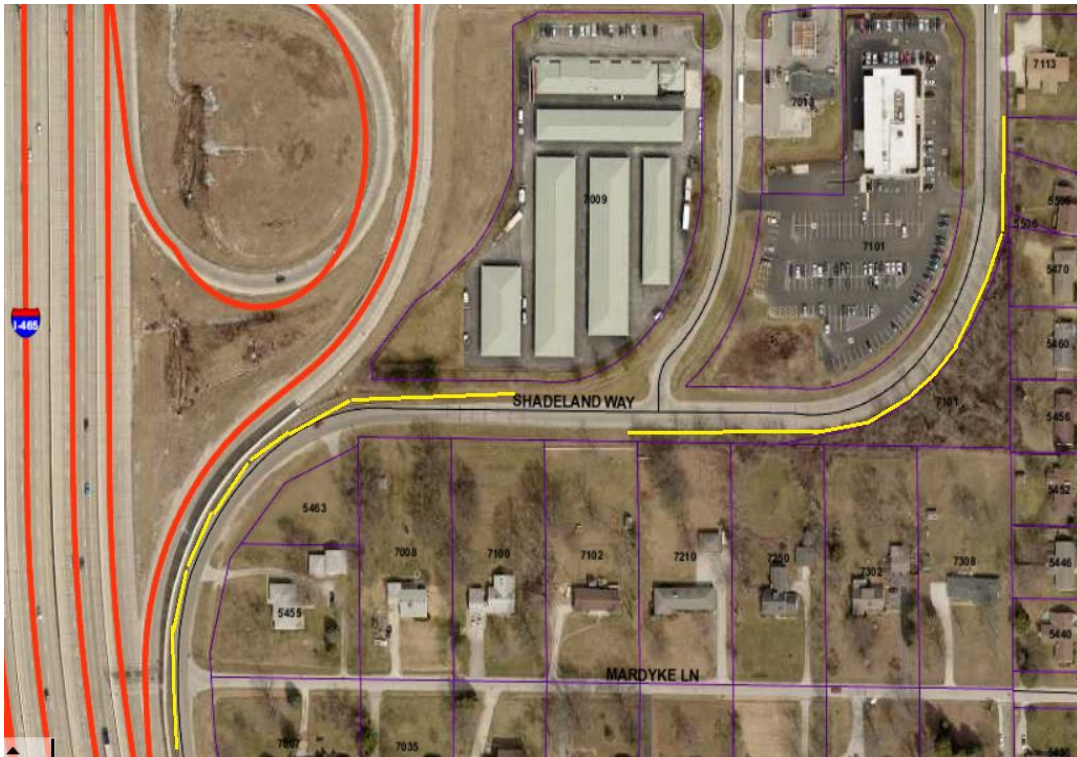
<u>Facility</u>	<u>Address</u>
Sewer Lift Station 1	4832 Katherine Drive
Sewer Lift Station 2	7699 East 53 rd Street
Sewer Lift Station 6	4201 Elmhurst Drive
Sewer Lift Station 7	8425 East 47 th Street
Sewer Lift Station 10	7103 Oaklandon Road
Sewer Lift Station 15	11402 East 79 th Street
Sewer Lift Station 16	12011 East 86 th Street
Sewer Lift Station 19	5001 German Church Road
Sewer Lift Station 126	9455 East 52 nd Street
Water Plant 1*	5450 North Richardt Avenue
Water Plant 2*	9390 East 59 th Street
Water Plant 3*	7502 Indian Lake Road
Water Well Field 1*	7102 North Lee Road
Water Well Field 2*	7700 Fall Creek Drive
Water Tower 1	11818 65 th Street
Water Tower 2	9640 East 52 nd Street
Water Ground Storage Tank	11155 East 56 th Street
Undeveloped Land	8015 45 th Street

*The only services to be provided at these facilities will be mowing and string trimming all grass areas to height agreed to by the City and the Successful Respondent, and no weed spray or fertilizer will be applied at these locations by the Successful Respondent.

Maps of all of the City Street Right-of-Ways marked in red or yellow are set forth on the immediately following pages.







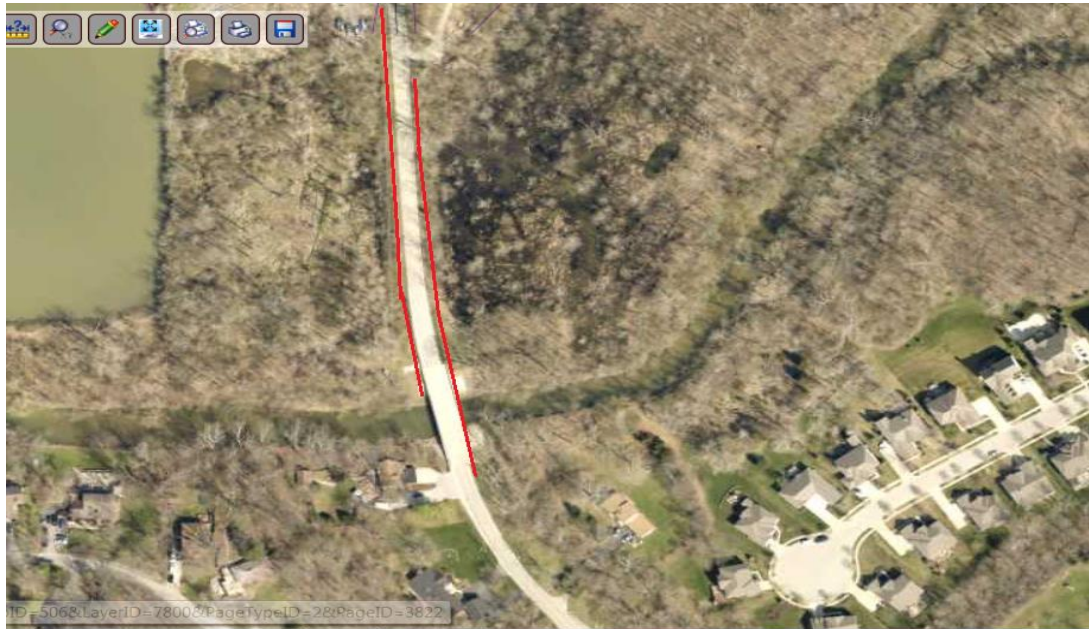
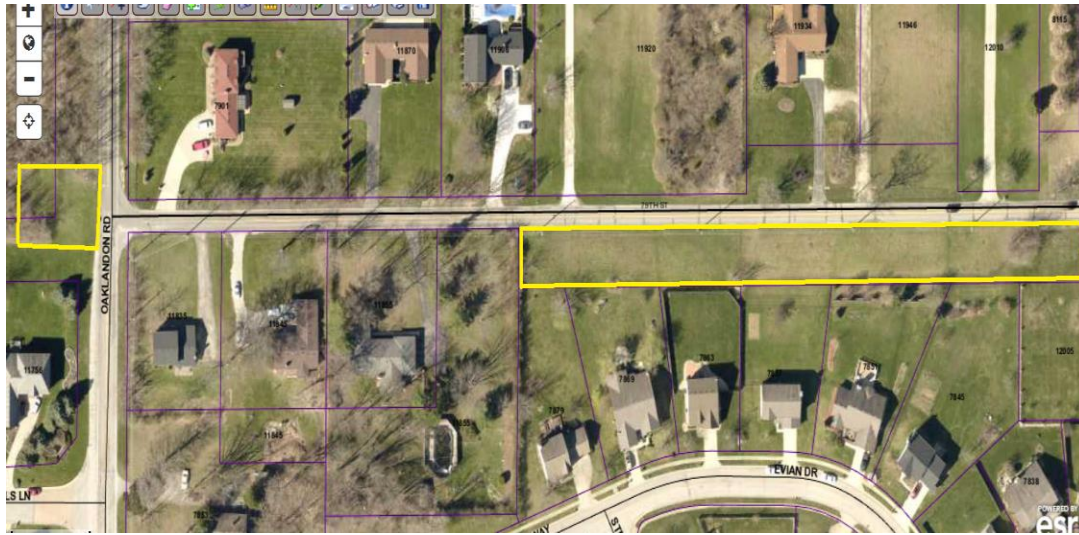




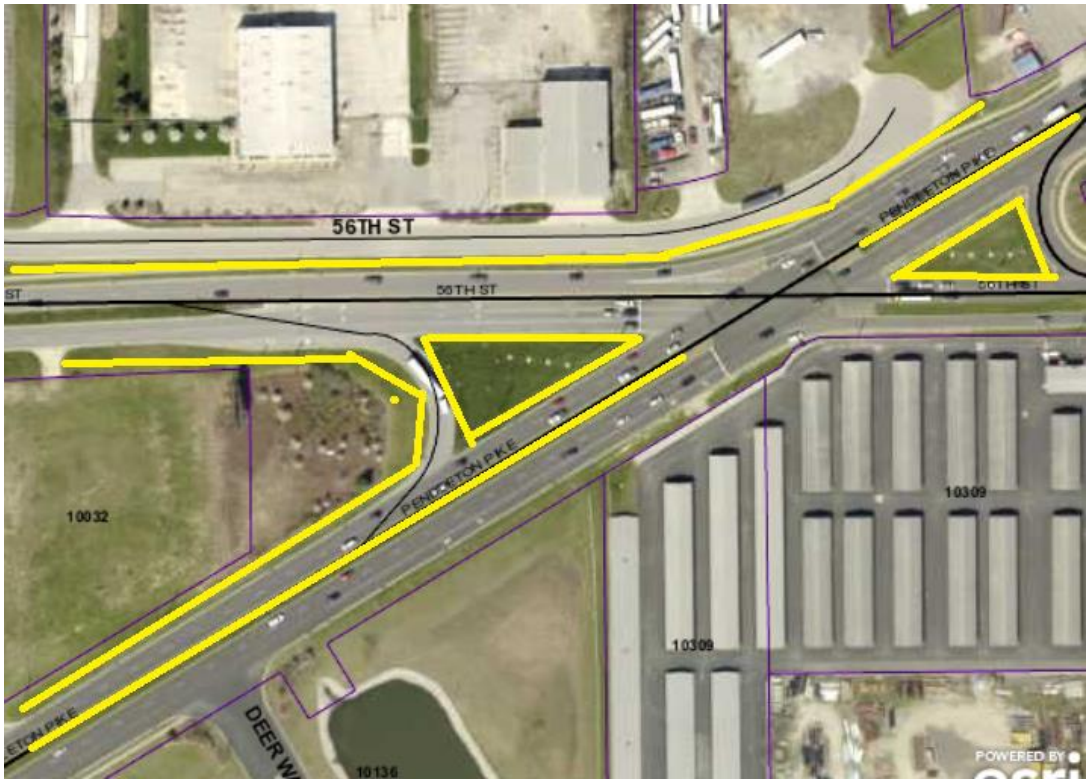


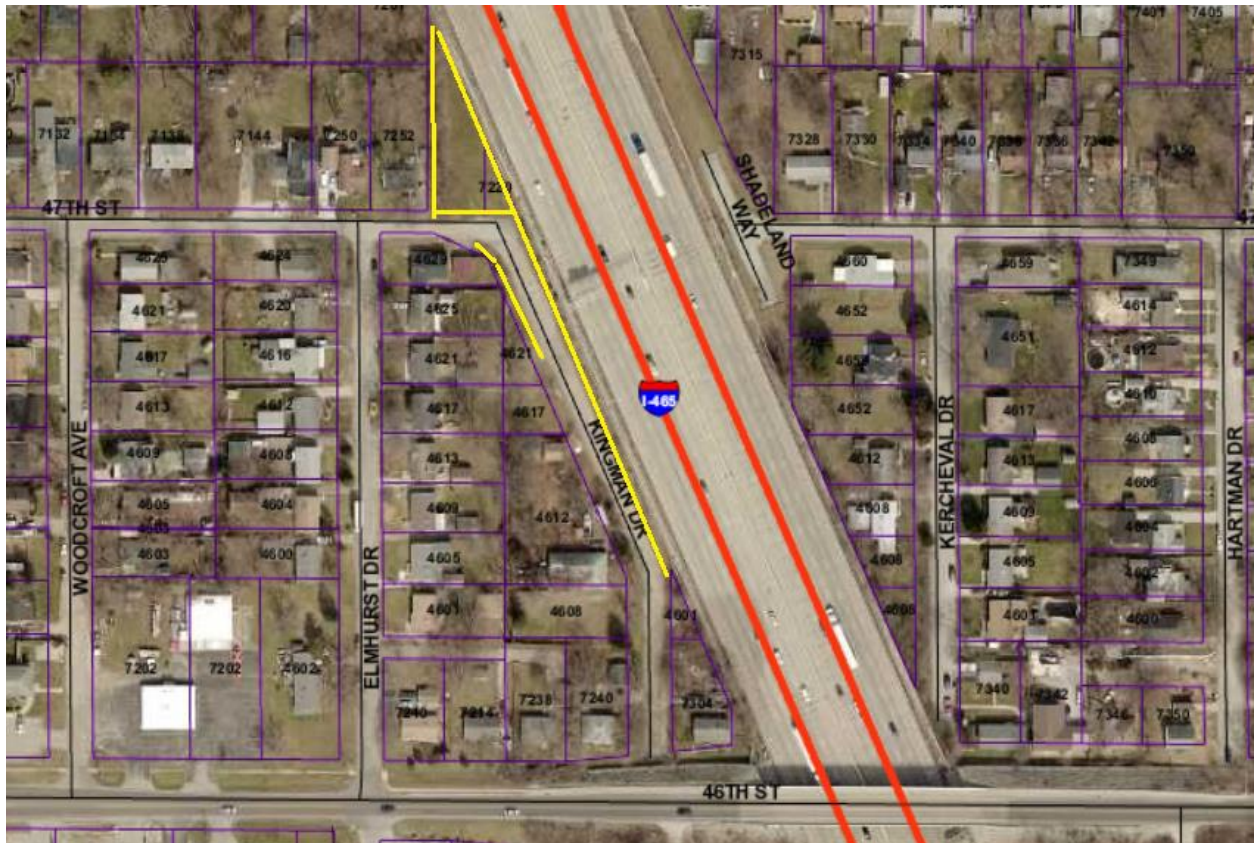














For the Grounds Maintenance Services as set forth in the RFP at all of the City Street Right-of-Ways, Other City Government Buildings and City Undeveloped Land set forth above, we will charge an annual fee of \$_____. Notwithstanding the foregoing lump sum annual fee, we agree that if we are the Successful Respondent for the Grounds Maintenance Services as set forth in the RFP at all of the City Street Right-of-Ways, Other City Government Buildings and City Undeveloped Land set forth above, we will provide the City within each monthly invoice the amount to be allocated to each Facility on an individual basis and the amount to be allocated to all of the City Street Right-of-Ways on an aggregate basis.

APPENDIX D

Mulch Beds and Tree Rings at all City Government Office/Station Buildings and City Parks

For the Grounds Maintenance Services as set forth in the RFP at all of the Mulch Beds and Tree Rings at all of the City Government Office/Station Buildings identified in Appendix A set forth above and all of the City Parks identified in Appendix B set forth above, we will charge an annual fee of \$_____. Notwithstanding the foregoing lump sum annual fee, we agree that if we are the Successful Respondent for the Grounds Maintenance Services as set forth in the RFP at all of the Mulch Beds and Tree Rings at all of the City Government Office/Station Buildings and all of the City Parks set forth above, we will provide the City within each monthly invoice the amount to be allocated to each Facility and each City Park on an individual basis.

APPENDIX E

Price Discounts for Consolidation of Grounds Maintenance Services

If a respondent does not wish to provide any price discount for the consolidation of all or any of the Grounds Maintenance Services as set forth below, such respondent should either leave it blank or insert "N/A" in the blank.

For the all of the Grounds Maintenance Services as set forth in the RFP at all of the facilities and areas set forth in Appendices A through and including D, we will charge an annual fee of \$_____.

For the all of the Grounds Maintenance Services as set forth in the RFP at all of the facilities and areas set forth in Appendices A through and including C, we will charge an annual fee of \$_____.

For the all of the Grounds Maintenance Services as set forth in the RFP at all of the facilities and areas set forth in Appendices A and B, we will charge an annual fee of \$_____.

For the all of the Grounds Maintenance Services as set forth in the RFP at all of the facilities and areas set forth in Appendices A and C, we will charge an annual fee of \$_____.

For the all of the Grounds Maintenance Services as set forth in the RFP at all of the facilities and areas set forth in Appendices A and D, we will charge an annual fee of \$_____.

For the all of the Grounds Maintenance Services as set forth in the RFP at all of the facilities and areas set forth in Appendices B and C, we will charge an annual fee of \$_____.

For the all of the Grounds Maintenance Services as set forth in the RFP at all of the facilities and areas set forth in Appendices B and D, we will charge an annual fee of \$_____.

For the all of the Grounds Maintenance Services as set forth in the RFP at all of the facilities and areas set forth in Appendices C and D, we will charge an annual fee of \$_____.

Notwithstanding any of the foregoing lump sum annual fees for consolidated services, we agree that if we are the Successful Respondent for consolidation of all or any of the Grounds Maintenance Services as set forth in the RFP at all or any of the facilities/areas set forth above in this Appendix D, we will provide the City within each monthly invoice the amount to be allocated to each facility or area on an individual basis or as otherwise agreed to by the City.

APPENDIX F

Affirmation and Acknowledgment of Respondent

The undersigned, on behalf of the respondent, hereby acknowledges that the respondent (a) has reviewed the entire RFP, including, but not limited to, Appendices A through and including G, (b) understands all of the terms and conditions set forth in the RFP, (c) agrees to comply with all of the terms and conditions set forth in the RFP if the respondent is selected by the City to be a Successful Respondent, and (d) has not colluded with any competitor regarding the fixing of any prices set forth herein.

_____ (enter respondent's name)

By: _____

Printed: _____

Title: _____