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NOTICE OF REQUEST FOR QUOTES FOR 2024-2026 MILLENNIUM LANDSCAPING SERVICES

1. Notice of Request for Quotes
2. Quote Form
3. Instructions and Specifications
4. Project Scope and Specifications
5. Equal Employment Opportunity Program and Local Hiring Ordinance

NOTICE OF REQUEST FOR QUOTES

Notice is hereby given that sealed quotes will be received by the Michigan City Parks and Recreation Department for Millennium Plaza Landscaping Services ("Project"), in accordance with the Project scope and technical specifications contained in the Project Scope and Specifications, which may be obtained at the office of the Secretary of the Parks and Recreation Department, 100 E Michigan Blvd., Suite 2, Michigan City, Indiana 46360.

All sealed quotes should be mailed or hand delivered to the Secretary of the Michigan City Parks and Recreation Department, 100 East Michigan Boulevard, Suite 2, Michigan City, Indiana, on or before **Wednesday, December 6, 2023 at 5:00 p.m. CT** or to the Board during its regular meeting scheduled to begin on **Wednesday, December 6, 2023 at 5:00 p.m. CT** when the Board's presiding official calls the agenda item for opening of quotes. Any quote received after the presiding official declares the time for submitting quotes closed will not be considered. Quotes will be opened and read out loud and the award(s), if any, may be made at that time or a subsequent meeting of the Michigan City Parks and Recreation Board.

The successful Quoter will be required to execute a Contract with the Park Board and provide a certificate of insurance as defined by the Instructions and Specifications. In addition, the successful quoter will be required to submit invoices after each calendar month of the Project to the Park Superintendent for review and payment recommendation. All approved invoices will be paid within thirty (30) days of receipt by the Park Superintendent. Successful Quoter must comply with all applicable Equal Employment Opportunity laws and regulations.

The Park Board reserves the right to reject any and all quotes and to waive any informalities and to accept any quote from responsive and responsible quoters and further reserves the right to terminate the Contract after award or withhold payment because of default or non-performance on the part of the selected Quoter. All quotes must be submitted on the Quote Form or will be deemed non-responsive.

The only contact person for this procurement is Shannon Eason, Assistant Park Superintendent, season@emichigancity.com, (219) 873-1506). All verbal and written communication must be directed to this contact person only and any addendum to the quote documents he or she deems appropriate will be disseminated to all entities to whom this Request for Quote was provided. Quoters may make arrangements with the Assistant Superintendent to view the Project site.

Dated this 15th day of November 2023

Phil Latchford, President

QUOTE FORM

MILLENNIUM PLAZA LANDSCAPING SERVICES

COMPANY NAME _____

ADDRESS _____

CITY _____ STATE _____ ZIP CODE _____

PHONE NUMBER _____

EMAIL _____

PERSON EXECUTING CONTRACT _____

TITLE _____

BASE QUOTE:

Year 2024 Services \$ _____ written amount _____

Year 2025 Services \$ _____ written amount _____

Year 2026 Services \$ _____ written amount _____

ALTERNATE 1:

Year 2024 Weekly Maintenance \$ _____ written amount _____

Year 2025 Weekly Maintenance \$ _____ written amount _____

Year 2026 Weekly Maintenance \$ _____ written amount _____

SIGNATURE OF QUOTER _____

PRINTED NAME OF QUOTER _____

TITLE _____

DATE _____

AGREEMENT TERM: The term of the agreement will be from January 1, 2024 through December 31, 2026 provided that the Park Department shall have an annual option to renew at the amount specified in the quote for the same period of time for the years 225 and 2026. The Park Department shall exercise the option to renew on or before December 31st of each applicable year. Any renewal and the terms and conditions governing the price will be at the sole discretion of the Park Board. Any renewal is subject to there being an appropriation from which to pay for the service during the renewal term.

INSTRUCTIONS AND SPECIFICATIONS

1. A quote must be submitted in a **SEALED ENVELOPE** addressed to the Michigan City Park and Recreation Board (hereinafter referred to as “Board”) with the return address of the QUOTE shown. QUOTE must be clearly marked “**MILLENNIUM PLAZA LANDSCAPING SERVICES**” on outside of envelope.
2. All sealed quotes should be delivered to the Secretary of the Parks Department, 100 East Michigan Boulevard, Michigan City, Indiana on or before **Wednesday, December 6 at 5:00 p.m. CT** or to the Board during its regular meeting scheduled to begin on **Wednesday, December 6, 2023 at 5:00 p.m. CT** when the Board’s presiding official calls the agenda item for opening of quotes. Any quote received after the presiding official declares the time for submitting quotes closed will not be considered.
3. The Park Department is exempt from Indiana Sales Tax.
4. Each QUOTER must sign, fully execute, and return the following in your sealed QUOTE:
 - Qualifications
 - A list of related Project experience with pertinent Project information
 - Proposed scope of services and proposed costs (including incidental rates) to achieve deliverables outlined in Project scope and specifications
 - Identification of principals of firm and staff assigned to the Project
 - Client References
 - Quote Form
 - Pesticide licenses are required, and copies must be submitted with the quote. Certified applicator licenses are required for all technicians and must be submitted with the quote.
 - The following documents from EEO Packet from Human Rights Director entitled “Local Hiring/Equal Employment Opportunity Program and Certification of Applicable Laws:”
 1. Equal Employment Opportunity Clause to be Included in Public Contract
 2. Notice of Non-Discrimination in Employment
 3. Certification of Non-Segregated Facilities
 4. Certification of Compliance with Applicable Laws
 5. E-Verify Affidavit
 6. Non-Investment in Iran Certification
 7. Non-Collusion Affidavit
 8. Affirmative Action and Equal Employment Opportunity Policy Statement
5. Selection Process:

Selection of the vendor will be at the sole discretion of the Michigan City Parks and Recreation Department. Candidate firms should submit an application packet including:

 1. Qualifications

2. Provide a list of related Project experience with pertinent Project information
 3. Proposed scope of services and proposed costs (including incidental rates) to achieve deliverables outlined in scope of services
 4. Identification of principals of firm and staff assigned to the Project
 5. References provided from clients
 6. The submission of additional pertinent information beyond the requirements of this RFQ is acceptable
6. Please read and follow the Request for Quotes, as well as all specifications and all Quote documents, including the Contract, when completing the Quote. Should you have any questions regarding specifications, please contact:
Assistant Park Superintendent Shannon Eason
Email: season@emichigancity.com
Phone: (219) 873-1506
Mail: Michigan City Parks and Recreation Department, 100 East Michigan Blvd., Suite 2, Michigan City, IN 46360
7. The issuance of this REQUEST FOR QUOTES does not create any obligation on the part of the Michigan City Parks and Recreation Department to enter any Contract or undertake any financial obligations with respect to the Project described herein.
8. No Quote may be withdrawn within a period of forty-five (45) days following the date set for receiving quotes. The Michigan City Park Board reserves the right to hold any or all quotes for a period of not more than forty-five (45) days and said quotes shall remain in full force and effect during said period. The Michigan City Park Board reserves the right to reject and/or cancel any and all quotes, solicitations and/or offers in whole or in part as specified in the quote documents, and to waive any nonconformity, whenever such actions are in the best interest, as determined solely by the Michigan City Park Board.
9. The successful QUOTER shall secure and/or execute the following within seven (7) days from the date of Notice of Award of said Contract:
- a. Proof of Insurance**
Proof of Insurance as further defined in these Instructions and Specifications and in the exact amounts listed herein;
 - i. The City of Michigan City, Indiana must be named as an additional insured regarding Commercial General Liability and Automobile Liability
 - ii. Failure to comply with the exact insurance limits and terms associated with said insurance within the time limits set forth herein will result in the termination of any award of said Contract.

b. Agreement Between Owner and Contractor.

If the successful Quoter fails to timely submit said agreement and said proof of insurance or fails to otherwise comply with the terms contained herein, the Board may cancel Contract, and award Contract to the next lowest responsible and responsive Quoter.

Work shall not commence under this Contract until the Park Board Attorney has reviewed and approved the documents required to be submitted herein.

10. The Quote will be for all work as shown in Project Scope & Specifications outlined herein.

11. All quoters must examine the scope, drawings and specifications and visit the site(s) of this Project to fully investigate the nature and extent of the work required. Quoters are responsible for becoming familiar with the location and access to the site(s), availability of all utilities, condition of the site(s) and any permit processes.

12. Non-Negotiable Terms in Awarded Contract:

- a. Indemnification: Quoter agrees to indemnify and hold harmless the Park Department (including the Park Board) and its officers, agents, officials and employees for any and all claims, actions, causes of action, judgements and liens arising out of any negligent act or omission by the Quoter or any of its officers, agents, officials, employees, or subcontractors or any defect in materials or workmanship of any supply, materials, mechanism or other product or service which it or any of its officers, agents, officials, employees, or subcontractors has supplied to the Park Department or has used in connection with the Contract and regardless of whether or not it is caused in part by a party indemnified herein under. Such indemnity shall include attorney's fees and all costs and other expenses arising therefrom or incurred in connection therewith and shall not be limited by reason of the enumeration of any insurance coverage required herein.
- b. Default/Non-Performance: If the Quoter breaches this Agreement or fails to perform the work in an acceptable manner, the Quoter shall be considered in default and subject to termination by the Park Board.
- c. No Assignment: No portion of the Contract shall be sublet, assigned, transferred or otherwise disposed of by the Quoter except with written consent of the Park Board being first obtained. Consent to sublet, assign, transfer, or otherwise

dispose of any portion of this Agreement shall not be construed to relieve the Quoter of any responsibility of the fulfillment of this Agreement.

- d. Insurance: The Quoter shall, as a prerequisite to the Contract, purchase and thereafter maintain such insurance that will protect him from the claims set forth below which may arise out of or result from the Quoter’s operations under the Contract, whether such operations be by the Quoter or by anyone directly or indirectly employed by the Quoter, or by anyone whose acts may be liable. Quoter shall maintain the insurance coverage set forth below for each accident provided by insurance companies authorized to do business in the State of Indiana and has an A.M. Best rating of A-:VII or better.:

COVERAGE	LIMITS
<u>Commercial General Liability (Occurrence Form)</u>	
General Aggregate (other than Prod/Comp Ops Liability)	\$2,000,000
Products/Completed Operations Aggregate	\$2,000,000
Personal & Advertising Injury Liability	\$1,000,000
Each Occurrence	\$1,000,000
<ul style="list-style-type: none"> ▪ City of Michigan City as Additional Insured for Ongoing Operations and Products/Completed Operations (CG2010 07/04 & CG2037 07/04 or equivalent) ▪ Primary and Non-Contributory ▪ Waiver of Subrogation in favor of the City of Michigan City ▪ 30-day notice of cancellation 	
<u>Workers’ Compensation and Employer’s Liability</u>	
Workers’ Compensation	Indiana Statutory Limits
Employer’s Liability	
Bodily Injury by Accident	\$500,000 each accident
Bodily Injury by Disease	\$500,000 policy limit
Bodily Injury by Disease	\$500,000 each employee
<ul style="list-style-type: none"> ▪ Waiver of Subrogation in favor of the City of Michigan City ▪ 30-day notice of cancellation 	
<u>Automobile Liability</u>	
Combined Single Limit	\$1,000,000 each accident
<ul style="list-style-type: none"> ▪ City of Michigan City Additional Insured ▪ Waiver of Subrogation in favor of the City of Michigan City ▪ 30-day notice of cancellation 	

Umbrella Liability

Aggregate	\$4,000,000
Each Occurrence	\$4,000,000

- Umbrella Liability is to be excess over the General Liability, Employer’s Liability, and Automobile Liability
- City of Michigan City as Additional Insured
- Waiver of Subrogation in favor of the City of Michigan City
- 30-day notice of cancellation

Additional Insured should be listed as follows:

City of Michigan City
Michigan City Parks & Recreation Department
100 E. Michigan Blvd.
Michigan City, IN 46360

- e. Certificates of Insurance showing such coverage then in force (but not less than the amount shown above) shall be on file with the Park Department prior to commencement of work and shall be in full force and effect throughout the Contract. A copy of the insurance policy and endorsements must be made available upon request of the City of Michigan City.
- f. Quoter agrees to comply with all federal, state, and local laws, rules and regulations applicable to Quoter in performing work pursuant to the Contract, including, but not limited to, discrimination in employment, prevailing wage laws, conflicts of interest, public notice, accounting record and requirements. The Contract shall be governed by the laws of the United States and the State of Indiana and by all Municipal Ordinances and Codes of the City of Michigan City, Indiana. Venue of any disputes arising under the Contract shall be in LaPorte County, Indiana.
- g. The Quoter shall not discriminate against any employee or applicant for employment, to be employed in the performance of this Contract with respect to hire, tenure, terms, training, conditions or privileges of employment because of race, sex, color, religion, national origin, ancestry, or disability.
- h. Other Information: All expenses incurred in the preparation of a response to the Invitation to Quote shall be borne by the Quoter.
- i. All submitted Quotes shall become the property of the Michigan City Park Department.

PROJECT SCOPE AND SPECIFICATIONS

Pesticide licenses are required, and copies must be submitted with the quote. Certified applicator licenses are required for all technicians and must be submitted with the quote.

Spring Landscape Clean-up

Remove all trash, leaves, sticks, etc. from landscape bed. Cut back all ornamental grasses and any perennial flower foliage left from last season that appear in landscape beds. Power edge all concrete walks and curbing that are adjacent to lawns.

Mulching Landscape Beds

All landscape beds should be inspected for mulch thickness. If any areas have less than two inches of mulch, add as needed for a total of three inches of mulch thickness. Care must be taken so as not to build up mulch around tree trunks or shrub stems and roots.

Fertilization

- Provide six applications to turf to promote healthy turf areas including grub control and crabgrass.
- Pre-emergent weed preventer should be used following spring clean-up. This application will prevent spring germinating weeds. A second pre-emergent should be applied in the summer to prevent the summer and fall germinating weeds.
- Landscape herbicide--Round-Up. This application should be used in conjunction with the Pre-Emergent applications.
- Tree and Shrub Fertilization. A slow release fertilizer should be used for shrubs and ornamental trees.
- Perennial and Ornamental Grass fertilization. Slow release granular fertilizer should be used for perennial and ornamental grasses providing nutrients during the growing season.

Fall Landscape Clean-up

Cut back all perennial flower foliage that is dormant. Clean beds of sticks and leaves

ALTERNATE 1 – PLEASE WRITE THE PRICE ON THE QUOTE FOR YEARS 2024, 2025, 2026

Weekly Maintenance

Mowing lawn and mulch clippings

Weed eat around bricks, fence lines, floral beds, bricks and any other objects

Weed landscaped beds; remove plant clippings from cutting plants back.

Edge and clean sidewalk and drives of any clippings

Remove any debris from beds and/or lawn areas

This area should be inspected weekly and report any landscape issues to the Superintendent of the Parks Department. Contractor must provide a report to the Parks Department for review as

to the health of landscaped areas and recommendations if any needed to retain healthy turf and landscaped areas. Report must accompany quarterly invoicing.

Annual Plantings



