



**Metropolitan School District of North Posey**

**101 North Church Street**

**Poseyville, IN 47633**

**812-874-2243; [www.northposey.k12.in.us](http://www.northposey.k12.in.us)**

**Steven Kavanaugh, Superintendent**

Sealed bids will be received by the Metropolitan School District of North Posey County at the Superintendent's Office, located at 101 North Church Street, Poseyville, Indiana 47633 **until 4:00 P.M. CDT, Thursday, November 30, 2023 for Lawn Care of School Facilities.** The work should be bid as one unified contract. Bids will be publicly opened and read aloud in the BoardRoom at the above time and place. Bids received later than such date and time, as determined is the sole and complete discretion of the School District will be returned unopened.

Complete and detailed specifications for this work, including but not limited to the instructions for bidders, general conditions, and general requirements are on file and may be examined at the following places including copies of bidding packets:

Metropolitan School District of North Posey County  
101 North Church Street  
Poseyville, IN 47633

The successful bidder shall, upon acceptance of the bid, be required to provide all required information listed within the packet. Bids should be enclosed in a sealed envelope, addressed to the School District, with the name and place of business of the bidder and the project name to which the bid relates on the envelope. Bids submitted by mail should be addressed to Mr. Steven Kavanaugh, Superintendent, Metropolitan School District of North Posey County, 101 North Church Street, Poseyville, Indiana 47633. No bids received by fax or email will be accepted. If a bid is mailed, the post office becomes the agent of the bidder and not that of the School District.

The School District shall have the right to reject at any time any and all bids for any reason at all; and to waive all formalities or irregularities in the bidding.

Dated: November 14, 2023

Metropolitan School District of North Posey County

By: Secretary, Board of School Trustees



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Poseyville, IN 47633

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**Steven Kavanaugh, Interim Superintendent**

Issue Date: November 14, 2023

Title: Lawn Care

RFP: 2023-001

Issuing Agency: Metropolitan School District of North Posey

101 North Church Street

Poseyville, Indiana 47633

Using Entity and Location: Metropolitan School District of North Posey

Sealed proposals/bids will be received in the Metropolitan School District of North Posey Central Office until 4:00 P.M. on Thursday, November 30, 2023 furnishing the services as described herein. No proposal/bid shall be accepted after this deadline unless the due date was changed by an Addendum.

All inquiries, questions, and requests for information should be directed via email to [skavanaugh@northposey.k12.in.us](mailto:skavanaugh@northposey.k12.in.us) or by phone at 812-874-2243.

PROPOSALS/BIDS MUST BE DELIVERED OR MAILED TO THE METROPOLITAN SCHOOL DISTRICT OF NORTH POSEY, 101 NORTH CHURCH STREET, POSEYVILLE, INDIANA 47633, TO THE ATTENTION OF STEVE KAVANAUGH, SUPERINTENDENT (See Appendix Identification of Proposal/Bid Envelope). It is recommended that proposals/bids are hand delivered.

In compliance with this Request for Proposal (RFP) and all conditions imposed in this RFP, the undersigned firm hereby offers and agrees to furnish all goods and services required by this RFP at the prices indicated in the pricing schedule, and the undersigned firm hereby certifies that all information provided below and in any schedule attached hereto is true, correct, and complete.

Name and Address of Firm:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Date: \_\_\_\_\_

By: \_\_\_\_\_

(Signature)

Zip Code: \_\_\_\_\_

Name: \_\_\_\_\_

(Please Print)

DUNS #: \_\_\_\_\_

Email: \_\_\_\_\_

Title: \_\_\_\_\_

**I. Description of Items/Format of Submission**

The contractor shall furnish and deliver each of the following described items as described in Attachment – RFP 2023-001 Metropolitan School District of North Posey Bid/Proposal Form Lawn Care. This attachment must be completed and submitted.

**II. Award of Contract**

The Metropolitan School District of North Posey will make the award(s) on a total package basis to the lowest responsive and responsible bidder and the Metropolitan School District of North Posey in its sole discretion determines that the bid price is fair and reasonable. If applicable, unit prices, extensions and grant total must be shown. In case of arithmetic errors, the unit price will govern. Discounts for early prompt payment will not be considered in making awards. The Metropolitan School District of North Posey reserves the right to reject any and all bids in whole or in part, to waive any informality, and to delete items prior to making an award.

The award document will be a contract incorporated by reference to all the requirements, terms and conditions of the solicitation, and the contractor's proposal as negotiated. Similarly, any materials provided by the contractor for the purpose of the Metropolitan School District of North Posey to evaluate the proposal might be referenced to become part of the purchase agreement between the Metropolitan School District of North Posey and the contractor.

### **III. General Terms and Conditions**

The general conditions set forth herein apply for contractual services rendered to the Metropolitan School District of North Posey. All contractors are bound by these conditions. Further, these conditions and requirements become part of any contract awarded between the Metropolitan School District of North Posey and the contractor.

Any changes in the general conditions after the proposal is advertised will be official only when submitted in writing and signed by the Superintendent. Any and all changes will be made by addendum and all contractors will be notified. All addenda issued will become a part of the proposal.

Should a contractor find discrepancies, ambiguities, and require clarification; he/she should notify the Superintendent at least five (5) days prior to the date set for opening of proposals. Such notifications should be directed as follows:

Steven Kavanaugh, Superintendent  
Metropolitan School District of North Posey  
101 North Church Street  
Poseyville, IN 47633  
812-874-2243  
[skavanaugh@northposey.k12.in.us](mailto:skavanaugh@northposey.k12.in.us)

Contractors are responsible for following all state and local codes related to business licenses including paying for and securing all required business licenses.

Every contractor shall include in their bid (or Proposal) the identification number issued to it by the state confirming that it is organized or authorized to transact business in the State of Indiana. If the contractor is not required to be authorized to transact business in the State of Indiana, the bidder shall include in its bid (or proposal) a statement describing why the contractor is not required to be so authorized. Any contractor that fails to provide the required information shall not receive an award.

#### **A. Bid/Proposal Procedures**

1. Two copies of the proposal must be signed and received at the Metropolitan School District of North Posey Central Office, prior to the closing hour, with the proposal/bid name and RFP# shown clearly on the face of the envelope. Proposals offered by telephone, facsimile or electronically will not be accepted. Proposals/Bids delivered in person must be delivered to the Metropolitan School District of North Posey, 101 N. Church Street, Poseyville, IN 47633.
2. In submitting a proposal/bid, the contractor signifies that he/she is fully informed as to the extent and character of the supplies, materials, equipment, and services necessary to perform this proposal/bid in accordance with all documents constituting the proposal and will comply satisfactorily with the proposal documents.
3. All information required by the solicitation must be supplied to constitute a responsive proposal/bid. All information submitted including prices must be typed so as to ensure legibility. However, the contractor's signature shall be handwritten in ink in order for the proposal/bid to be considered.
4. The contractor expressly warrants that the services proposed herein are not the result of an agreement or understanding expressed or implied with any other contractor or contractors.
5. Any proposal/bid submitted with corrections must have the corrections initialed by the person who signed the original proposal. No proposal/bid changes will be permitted at the opening. The unit price will prevail in the event an error is made in computing totals.
6. The Metropolitan School District of North Posey is exempt from the payment of any federal or Indiana state sales tax. The price bid must be net, exclusive of taxes.
7. Right is reserved to waive any and all informalities and to cancel or reject any and all proposals/bids.
8. The successful contractor shall not assign, transfer, convey, sublet, or otherwise dispose of the contract or the right, title, or interest therein, or the power to execute written of the Metropolitan School District of North Posey.
9. Proposal/Bids will be received up to the appointed hour of 4:00 P.M. on Thursday, November 30, 2023. However, Metropolitan School District of North Posey officials reserve the right to take sufficient time to study the various proposals and then make the award. The contract will be awarded as promptly as possible after the closing date.
10. If proposals/bid are submitted by Federal Express, UPS, or other commercial carrier, the following address must be used:

Metropolitan School District of North Posey  
ATTN: Steven Kavanaugh, Superintendent  
RFP#: 2023-001  
101 North Church Street  
Poseyville, Indiana 47633
11. Failure to comply with conditions set forth herein may result in removal of an item(s) or total proposal from consideration.

**B. Certificate of Insurance and Indemnification**

Before commencement of any work, a Certificate of Insurance executed by bidder's insurance agent or carrier showing required insurance coverage shall be submitted. A Thirty Day Cancellation Clause is required on all policies. Failure to provide the Certificate may be considered material breach of the agreement and may be grounds for terminating the agreement. Insurance Coverage is a condition of performing work for the Owner as a Contractor, the

Contractor must provide Owner with satisfactory evidence of their insurance coverage as follows:

1. Worker's Compensation and Employers' Liability Insurance covering your statutory obligations in the state of Indiana.
2. Automobile Liability Insurance with a limit of \$1,000,000 per accident covering your owned, non-owned and hired automobiles.
3. Commercial Liability Insurance written on an OCCURRENCE policy form that includes coverage for your operations, personal injury

In addition, the vendor shall defend, indemnify, and hold harmless the Metropolitan School District of North Posey from and against the specific claims listed below in this section.

1. Claims of all governmental authorities for taxes and penalties based upon the Vendor's employment of the individuals providing service to the Metropolitan School District of North Posey.
2. Claims by an employee of the vendor against the Metropolitan School District of North Posey for salary, wages, or benefits based upon the period of time employed by the vendor.
3. Claims by an employee of the vendor against the Metropolitan School District of North Posey based upon Workers Compensation laws for an injury suffered while employed by the vendor.
4. Claims by suppliers of goods or services to the vendor that such suppliers assert against the Metropolitan School District of North Posey.

#### **C. Anti-Discrimination**

By submitting their proposals, contractors certify to the Metropolitan School District of North Posey that they will conform to the provisions of the Federal Civil Rights Act of 1964, as amended as well as the Americans with Disabilities Act.

1. During the performance of this contract, the contractor agrees as follows:
  - a. The contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, natural origin or disabilities, except where religion, sex or national origin is a bona fide occupational qualification reasonably necessary to the normal operation of the contractor. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
  - b. The contractor, in all solicitations or advertisements for employees placed by or on behalf of the contractor, will state that such contractor is an equal opportunity employer.
  - c. Notices, advertisements, and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting the requirements of this section.

#### **D. Payments**

1. Billing will be directed to Metropolitan School District of North Posey, 101 North Church Street, Poseyville, Indiana 47633. Invoices should be submitted the Monday prior to the monthly School Board meeting. Payments will be made after successful completion and the receipt of a proper invoice.
2. Payments shall not preclude Metropolitan School District of North Posey from making a claim for adjustments on any item later found not to have been in accordance with General Conditions and Specifications.

#### **E. Subcontracts**

No portion of the work shall be subcontracted without prior written consent of the purchasing agency. In the event that the contractor desires to subcontract some part of the work specified herein, the contractor shall furnish the purchasing agency the names, qualifications, and experience of their proposed subcontractors. The contractor shall, however, remain fully liable and responsible for the work to be done by its subcontractor(s) and shall assure compliance with all requirements of the contract.

**F. Announcement of Award**

Upon the announcement of the decision to award a contract as a result of this solicitation, the purchasing agency will publicly post such notice on the Metropolitan School District of North Posey website for a minimum of five (5) days.

**G. Ethics in Public Contracting**

By submitting their proposals, contractors certify that their proposals are made without collusion or fraud and that they have not offered or received any kickbacks or inducements from any other contractors, suppliers, manufacturers or subcontractors in connection with their proposal, and that they have not conferred on any public employee having official responsibility for this procurement transaction any payment, loan, subscription, advance, deposit of money, services or anything of more than nominal value, present or promised, unless consideration of substantially equal of greater value was exchanged.

**H. Debarment Status**

By participating in the procurement, the contractor certifies that they are not currently debarred by the State of Indiana from submitting a response for the type of goods and/or services covered by this solicitation. Contractors further certifies that they are not debarred from filling any order or accepting any resulting order, or that they are an agent of any person of entity that is currently debarred by the State of Indiana.

**I. Testing/Inspection**

The Metropolitan School District of North Posey reserves the right to conduct any test/inspection it may deem advisable to services conform to the specifications.

**J. Change to the Contract**

1. The parties may agree in writing to modify the terms, conditions, or scope of the contract. Any additional goods or services to be provided shall be of a sort that is ancillary to the contract goods or services, or within the same broad product or service categories as were included in the contract award. Any increase or decrease in the price of the contract resulting from such modification shall be agreed to by the parties as a part of their written agreement to modify the scope of the contract.
2. The Metropolitan School District of North Posey may order changes within the general scope of the contract at any time by written notice to the contractor. Changes within the scope of the contract include, but are not limited to, things such as services to be performed, the method of packing or shipment, and the place of delivery or installation. The contractor shall comply with the notice upon receipt, unless the contractor intends to claim an adjustment to compensation, schedule, or other contractual impact that would be caused by complying with such notice, in which case the contractor shall, in writing, promptly notify the Metropolitan School District of North Posey of the adjustment to be sought, and before proceeding to comply with the notice, shall await the Metropolitan School District of North Posey's written decision affirming, modifying, or revoking the prior written notice. If the Metropolitan School District of North Posey decides to issue a notice that requires an adjustment to compensation, the contractor shall be compensated for any additional costs incurred as the result of such order and shall give the Metropolitan School District of North Posey a credit for any savings.

**K. Default**

In case of failure to deliver goods or services in accordance with the contract terms and conditions, the Metropolitan School District of North Posey, after due oral and written notice, may procure them from other sources.

**L. Special Terms and Conditions**

1. Mowing must be available at the awarded rate at all times between April 1, 2024 and November 30, 2024. At the conclusion of the first year of the contract, both parties will determine if the contract will be extended for one (1) additional year.
2. Prior to beginning lawn care services, the contractor must check in with the school administrator to receive permission to begin servicing the lawn due to recesses and other outside activities.
3. The contractor shall be able to provide extra cuts with as little as 72 hours’ notice. There must be at least three days between the extra cut and the regular weekly cut; if less than three days, the contractor must notify the owner prior to performing the extra cut for approval.
4. The contractor will be required to submit a schedule at the start of the season (for review) and notify the owner of any changes to that schedule (excluding weather related) for the duration of the mowing season.
5. The Metropolitan School District of North Posey reserves the right to postpone mowing when needed.
6. The contractor shall be responsible for all damages to the owner’s property caused by either equipment or operator error. The owner reserves the right to repair all damages with other sources if the contractor fails to do so. The contractor shall then be back-charged for all costs required to complete this work.
7. In the event that the contractor causes building or property damage, the contractor is responsible for immediate communication with the Metropolitan School District of North Posey.
8. Trimming will be performed in any area inaccessible with mowing equipment. This includes fence lines, back stops, play areas (including play equipment), under bleachers (if they cannot be moved), next to Schools, and along sidewalks.
9. All litter such as paper, cans, bottles, branches, etc. will be picked up and disposed of prior to cutting.
10. All areas such as walks, patios, entrances, parking lots, and mulched areas are to be free of grass clippings.
11. Additional non-routine operations such as fertilization, dethatching, snow removal, etc. shall be negotiated separately and approved in advance.

<b>Facility</b>	<b>Address</b>	<b>Approximate Mowing Acreage</b>
North Posey High School/North Posey Junior High School Complex	5900 High School Road Poseyville, IN 47633	Approximately 24 Acres
South Terrace Elementary School	8427 Haines Road Wadesville, IN 47638	Approximately 9 Acres
North Elementary School/ Metropolitan School District of North Posey Central Office Complex	63 West Fletchall Avenue Poseyville, IN 47633	Approximately 8 Acres
Metropolitan School District of North Posey Health Clinic	4922 Highway 165 Wadesville, IN 47638	0.3 Acres



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Steven Kavanaugh, Superintendent

**Proposal Form**

**Proposal: Lawn Care; RFP: 2023-001**

**Due: Thursday, November 30, 2023; 4:00 P.M.**

Facility	2024 Proposed Cost (Cost Per Cut)
North Posey High School/North Posey Junior High School Complex 5900 High School Road Poseyville, IN 47633	
South Terrace Elementary School 8427 Haines Road Wadesville, IN 47638	
North Elementary School/ Metropolitan School District of North Posey Central Office Complex 63 West Fletchall Avenue Poseyville, IN 47633	
Metropolitan School District of North Posey Health Clinic 4922 Highway 165 Wadesville, IN 47638	

**Bidder's Firm Name:** \_\_\_\_\_

**Address:** \_\_\_\_\_

**City/State:** \_\_\_\_\_ **Zip Code:** \_\_\_\_\_

**Telephone Number:** \_\_\_\_\_

**Signature:** \_\_\_\_\_ **Title:** \_\_\_\_\_

**Printed Name:** \_\_\_\_\_

**Email Address:** \_\_\_\_\_

**Please Provide Three References:**

**Name:** \_\_\_\_\_ **Person to Contact:** \_\_\_\_\_

**Telephone Number:** \_\_\_\_\_

**Name:** \_\_\_\_\_ **Person to Contact:** \_\_\_\_\_

**Telephone Number:** \_\_\_\_\_

**Name:** \_\_\_\_\_ **Person to Contact:** \_\_\_\_\_

**Telephone Number:** \_\_\_\_\_

The undersigned agrees to execute a contract for work covered by this proposal provided that he/she is notified of its acceptance within five (5) days after the opening of the proposal.

It is agreed that this bid will not be withdrawn until after thirty (30) days after receipt of bids.

The undersigned affirms that the bid was developed without any collusion, undertaking, or agreement, either directly or indirectly, with any other bidder(s) to maintain the prices of indicated work or prevent any other bidder(s) from bidding the work.

**Bidder's Firm Name:** \_\_\_\_\_

**Address:** \_\_\_\_\_

**City/State:** \_\_\_\_\_ **Zip Code:** \_\_\_\_\_

**Telephone Number:** \_\_\_\_\_

**Signature:** \_\_\_\_\_ **Title:** \_\_\_\_\_

**Printed Name:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**Email Address:** \_\_\_\_\_