

CITY OF LAWRENCE, MARION COUNTY, INDIANA

**REQUEST FOR PROPOSALS FOR
CATERING AND FOOD PROGRAMMING SERVICES AT THE
STERRETT CENTER AND JENN PARK RECREATION CENTER**

DATED: DECEMBER 1, 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.

The Sterrett Center, formally the NCO club at Fort Benjamin Harrison was opened for public rental and community usage in the fall of 1997. The Sterrett Center provides seating for 150 guests in the main ball room with the 2400 square foot hardwood floor and a 300 square foot stage area allowing for musical entertainment or a speakers stage. The foyer is approximately 1500 square feet with matching fireplaces on the east and west ends. The warming kitchen within the facility provides a six top gas stove with one oven, fire suppression system, dish washer, freezer and large refrigerator. Annually the Sterrett Center will host in excess of forty events ranging from wedding receptions to family reunions.

The Jenn Park Recreation Center and 15 acre park was donated to the City of Lawrence in 1995 from the employees of the defunct Jenn Air Industries. Mr. Lou Jenn employed nearly 500 employees throughout the Jenn Corporation businesses and he purchased the property at Jenn Park in the early 1950’s for his employees. In 1955, the employees built the portion of the Lodge which is now the log cabin portion, or west end of the building. In 1979, the employees through their payroll fees paid to construct the new section of the Lodge which provides nearly 2,000 square feet of meeting space. The facility can host up to 120 guest and has a full warming kitchen with two serving windows to each portion of the Lodge. Jenn Park is a wonderful location for a wedding reception, birthday or retirement party. Ample parking is provided and the seclusion of the lake front lodge makes it a location you will not want to forget.

For more information regarding City please visit the City website at www.cityoflawrence.org.

The City of Lawrence Parks Department (“Parks Department”) is seeking to compile a list of preferred vendors to provide catering and food programming services at the Sterrett Center and the Jenn Park Recreation Center (collectively “Parks Properties”) as set forth in this Request for Proposals, dated December 1, 2020 (this “RFP” or the “RFP”). The Parks Department anticipates that subsequent to receiving and evaluating all of the responses to this RFP, the Parks Department’s Evaluation Committee (“Evaluation Committee”) 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 Parks Department (each, a “Successful Respondent”) and assuming agreeing to terms which are mutually acceptable to such Successful Respondent and the Parks Department, will enter into a catering and food programming services agreement (each, an “Agreement”), subject to the approval by the Parks Board, which will grant the Successful Respondent(s) the rights and obligations to be listed as a preferred vendor to provide catering and food programming services at the Parks Properties.

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 Evaluation Committee in its sole and complete discretion.

The Evaluation Committee consists of the following:

Steve Collier – Mayor, City of Lawrence
Jason Fenwick – Deputy Mayor/Controller, City of Lawrence
Jeff Vest – President, City of Lawrence Parks Board
Eric Martin – Directors, City of Lawrence Parks Department
Judy Byron – Executive Director, Arts for Lawrence
Joe Murphy – Deputy Chief of Staff, City of Lawrence

A. GENERAL REQUIREMENTS OF THE RFP

1. Contact person for the Parks Department/Evaluation Committee is:

Eric Martin
Director, City of Lawrence, Department of Parks and Recreation
8950 Otis Ave.
Lawrence, IN 46216
317-545-7275
emartin@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 ERIC MARTIN. PROSPECTIVE RESPONDENTS MAKING DIRECT OR INDIRECT CONTACT WITH ANY OTHER EMPLOYEE OR ELECTED OR APPOINTED OFFICIAL OF THE CITY OR A MEMBER OF THE EVALUATION COMMITTEE RISK DISQUALIFICATION IN THIS PROCESS.

2. The Parks Department and the Evaluation Committee 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(s); 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 Parks Department as a potential Successful Respondent must submit one copy of such respondent's response in a sealed envelope marked "Proposal for Parks Properties' Catering and Food Programming Services 2021" to Eric Martin's attention at the address set forth above **no later than 1:00 p.m. (applicable Eastern Time), on December 15, 2020.** In addition to providing one copy in the sealed envelope, such person or entity must also submit to Eric Martin 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 Eric Martin in his/her sole and complete discretion believes to be received after this deadline may be returned to the respondent without consideration by the Evaluation Committee. If responses are mailed, the post office becomes the agent of the respondent and not that of the Parks Department, the Evaluation Committee, or 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 EVALUATION COMMITTEE.**
4. To assist in the proposal process, prospective respondents are invited and encouraged to attend a site visit and pre-bid meeting on Tuesday, December 8, starting at 1:30 p.m. (Eastern Time), beginning and ending at the Parks Department office located at 8950 Otis Ave., Lawrence, Indiana 46216.
5. Any and all questions must be submitted to Eric Martin via email to the following address: emartin@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 Eric Martin and posted on the City of Lawrence's website.

All questions must be submitted by Friday, December 11, at 4:30 p.m. (Eastern Time). Questions submitted after this deadline will not be answered unless determined to be in the best interest of the Parks Department (at the discretion of the Evaluation Committee).

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 Evaluation Committee 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 Evaluation Committee to be reasonably susceptible of being selected as of the Successful Respondents.
7. A qualified response must include 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 number of years the respondent has been operating in the City of Lawrence specifically;
 - 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 three (3) letters of reference from existing or recent (within the past 12 months) clients receiving catering services;
 - Copy of respondent's certification from the Marion County Board of Health;
 - Sample menus that respondent would propose to use for catering services;
 - Indicate whether respondent would be agreeable to hosting a taste testing for the Evaluation Committee. (The Evaluation Committee would coordinate the scheduling of the taste test with the respondent on a date and time that is convenient for all);
 - Copy of any and all necessary permits from the Alcohol and Tobacco Commission (ATC);
 - Provide any additional information the respondent believes to be beneficial to providing catering and food programming services if the respondent were to be one of the Successful Respondents;
 - Indicate whether respondent is willing and able to host food preparation and nutrition classes in conjunction with the Parks Department and Arts for Lawrence.
8. The Evaluation Committee will evaluate the proposals based on the following criteria:
 - a. The submission of the information/documentation as required in paragraph 7.
 - b. Cost
 - c. References
 - d. Whether the respondent's business is located in the City of Lawrence
 - e. Whether the respondent's business is a minority or female owned business
 - f. Whether respondent has a valid alcohol license/permit
 - g. Sample menus
 - h. The ability to host food preparation and nutrition classes.
 - i. Taste Test and/or Interview

B. CATERING SERVICES TO BE PROVIDED

The Catering Services to be provided at the Parks Properties will consist of the following:

1. The Successful Respondent(s) will be included on a list of preferred caterers for the Parks Properties.
2. The Successful Respondent(s) must be able to provide meal and beverage services to individuals/groups who rent the Parks Properties and for events hosted by the City of Lawrence or Arts for Lawrence (collectively "Customers").
3. The Successful Respondent(s) must possess its own alcohol license and also provide an employee/contractor who is qualified to serve alcoholic beverages.
4. The Successful Respondent(s) must communicate directly with the Customer in a timely, courteous and professional manner.
5. The Successful Respondent(s) must coordinate with the Customer regarding menus, event time, serving time and cleanup.
6. The Successful Respondent(s) will be responsible for the set-up before the event and breakdown and cleanup after the event. This includes the set up and teardown of tables and chairs, floor cleaning, kitchen cleaning and trash removal.
7. The Successful Respondent(s) will provide all services to include linens, table covering and flat ware per the Customer's request.
8. The Successful Respondent(s) will host food preparation classes as scheduled by and coordinated with the City of Lawrence or Arts for Lawrence
9. The Successful Respondent(s) will host nutrition classes as scheduled by and coordinated with the City of Lawrence or Arts for Lawrence.

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 2021 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 Parks Department reserves the right to alter this time period upon review of all responses. The Parks Department 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 Parks Department will be entitled to ten percent (10%) of the total catering (food and alcohol sales) and food programming services bill received by the Successful Respondent, which will be payable to the City of Lawrence Parks Department within thirty (30) days after the event.
3. The Parks Department anticipates that each Agreement will be in effect for the 2021 calendar year and any subsequent renewal period thereafter, if applicable.

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.

D. MISCELLANEOUS

1. The Parks Department anticipates there will be 3 (three) separate contracts in regards to the services contained with the RFP. There will be (1) a contract between the Parks Department and the Successful Respondent(s), (2) a contract between the Parks Department and the person or persons renting the Parks Properties, (3) a contract between the Successful Respondent(s) and the person or persons renting the Parks Properties. In the contract between the Parks Department and the person or persons renting the Parks Properties, it will be stated that no outside food is allowed.
2. While this RFP is specifically drafted for the Parks Properties described herein, please note there may arise the opportunity to provide catering services at other City of Lawrence Parks facilities, such as but not limited to Community Park. If that should occur, the Parks Department will work directly with the Successful Respondent(s) to determine what services and subsequent agreements will be required.

APPENDIX A

Affirmation and Acknowledgment of Respondent

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

_____ (enter respondent's name)

By: _____

Printed: _____

Title: _____