



SEDGWICK COUNTY, KANSAS

DIVISION OF FINANCE

Purchasing Department

100 N. Broadway, Suite 610 ~ Wichita, KS 67202

Phone: 316 660-7255 Fax: 316 660-1839

<https://www.sedgwickcounty.org/finance/purchasing/requests-for-bid-and-proposal/>

**REQUEST FOR BID
RFB #22-0050
GROUNDSKEEPING / LANDSCAPING**

May 20, 2022

Sedgwick County, Kansas (hereinafter referred to as “county”) is seeking bids for Groundskeeping / Landscaping. If your firm is interested in submitting a response, please do so in accordance with the instructions contained within the attached Request for Bid. Responses are due no later than 1:45 pm CDT, June 28, 2022

All contact concerning this solicitation shall be made through the Purchasing Department. Bidders shall not contact county employees, department heads, using agencies, evaluation committee members or elected officials with questions or any other concerns about the solicitation. Questions, clarifications and concerns shall be submitted to the Purchasing Department in writing. Failure to comply with these guidelines may disqualify the Bidder’s response.

Sincerely,

**Tammy Culley
Purchasing Agent**

TC/ch

Table of Contents

- I. [Purpose](#)
- II. [Submittals](#)
- III. [Scope of Work](#)
- IV. [Sedgwick County's Responsibilities](#)
- V. [Bid Terms](#)
 - A. [Questions and Contact Information](#)
 - B. [Minimum Firm Qualifications](#)
 - C. [Evaluation Criteria](#)
 - D. [Request for Bid Timeline](#)
 - E. [Contract Period and Payment Terms](#)
 - F. [Insurance Requirements](#)
 - G. [Indemnification](#)
 - H. [Confidential Matters and Data Ownership](#)
 - I. [Bid Conditions](#)
- VI. [Required Response Content](#)
- VII. [Response Form](#)

I. Purpose

Sedgwick County, located in south-central Kansas, is one of the most populous of Kansas' 105 counties with a population estimated at more than 514,000 persons. It is the sixteenth largest in area, with 1,008 square miles, and reportedly has the second highest per capita wealth among Kansas' counties. Organizationally, the County is a Commission/Manager entity, employs nearly 2,800 persons, and hosts or provides a full range of municipal services, e.g. – public safety, public works, criminal justice, recreation, entertainment, cultural, human/social, and education.

Sedgwick County is seeking bids for Groundskeeping / Landscaping, in accordance with the specifications outlined, for Sedgwick County Facilities Maintenance.

II. Submittals

Carefully review this Request for Bid. It provides specific technical information necessary to aid participating firms in formulating a thorough response. Should you elect to participate, submit one (1) original **AND** one (1) electronic copy (PDF/Word supplied on a flash drive) of the entire document with any supplementary materials to:

Tammy Culley
Sedgwick County Purchasing Department
100 N. Broadway, Suite 610
Wichita, KS 67202

SUBMITTALS are due **NO LATER THAN 1:45 pm CDT, TUESDAY, June 28, 2022**. Responses must be sealed and marked on the lower left-hand corner with the firm name and address, bid number, and bid due date. Late or incomplete responses will not be accepted and will not receive consideration for final award. Bids/proposals that arrive late due to the fault of the U.S. Postal Service, United Parcel Service, DHL, FedEx, any delivery/courier service, or any other carrier of any sort are still considered late and shall not be accepted by the county.

Bid responses will be acknowledged and read into record at Bid Opening, which will occur at 2:00 pm CDT, on the due date.

III. Scope of Work

Items listed in this section are requirements to completion of services under this contract. Locations are listed on the pricing sheet at the end of this document. Multiple vendors may or may not be awarded. Locations are subject to change, addition, or deletion with two (2) weeks of notice given by the county. As it pertains to each section, vendor shall, where necessary, perform the following:

1. Lawn Care

- a. Mowing: once per week, all areas on property that contain grass.
- b. Clippings: required with each mowing, bag or mulch all and remove from property.
- c. Trimming: all fencing, building and structure foundation perimeters, garden edging, tree trunks, lamp poles, sign posts, utility meters and other obstacles shall be trimmed, maintained to the height of adjacent lawns and removed from property.
- d. Edging: All walkways, curbs, parking lots and driveways shall be machine edged and removed from property.
- e. Grounds: required with each mowing, free of trash and small tree branches.
- f. Leaves: once per week, vacuum all leaves and debris from all landscape and paved areas and remove from property.

2. **Tree/Shrub Care**

- a. Trimming: at an even height with a well maintained appearance; as needed a minimum of four times annually.
- b. Clippings: required with each trimming, remove from property.
- c. Raking: as needed, remove leaves and debris from property.
- d. Treatment: annually for insects, disease, and dormant oil.

3. **Flower Bed Care**

- a. Flowers: plant with “like” as replacement becomes necessary.
- b. Mulch: turn and add as replacement becomes necessary.
- c. Clean: once per week, weed and remove weeds as necessary.

4. **Turf Treatment/Additional Care**

- a. Turf Care: once each late spring, midsummer, early fall and late fall
- b. Spraying: once each fall and spring and monthly spot treatments as deemed necessary, turf areas, sidewalks, parking lot, and flower beds for weeds and fertilization. Treatments must include fertilization, vegetation, crabgrass, broadleaf, weed and winterization as determined necessary by vendor or county staff.
- c. Ad hoc services: new facilities or as requested due to high rain, storm, etc. – to be paid per man hour
- d. Ad hoc materials: as requested to add to, repair or otherwise modify existing landscape.

Sedgwick County staff will monitor service quality and refer to these guides when discussing course correction as performance concerns arise. All concerns shall be addressed in a timely manner and at no additional cost to the county.

IV. **Sedgwick County’s Responsibilities**

- Provide information, as legally allowed, in possession of the county, which relates to the county’s requirements or which is relevant to this project.
- Designate a person to act as the County Contract Manager with respect to the work to be performed under this contract.
- County reserves the right to make inspections at various points of the project. Contractor agrees to openly participate in said inspections and provide information to the county on the progress, expected completion date and any unforeseen or unexpected complications in the project.

V. **Bid Terms**

A. **Questions and Contact Information**

Any questions regarding this document must be submitted in writing to Tammy Culley at Tamara.Culley@sedgwick.gov by 5:00 pm CDT, June 3, 2022. Any questions of a substantive nature will be answered in written form as an addendum and posted on the purchasing website at <https://www.sedgwickcounty.org/finance/purchasing/requests-for-bid-and-proposal/> under the Documents column associated with this bid number by 5:00 pm CDT, June 10, 2022. Firms are responsible for checking the website and acknowledging any addenda on their bid response form.

B. [Minimum Firm Qualifications](#)

This section lists the criteria to be considered in evaluating the ability of firms interested in providing the service(s) and/or product(s) specified in this Request for Bid. Firms must meet or exceed these qualifications to be considered for award. Bids submitted must reflect in detail their inclusion as well as the degree to which they can be provided. Any exceptions to the requirements listed should be clearly detailed in proposer's response.

Bidders shall:

1. Have proper certification(s) or license(s) for the services/product specified in this document.
2. Ensure that project work meets all local, state and federal laws, regulations and ordinances.
3. Have the capacity to acquire all required permits, bonds, escrows or insurances.
4. Provide appropriate project supervision and quality control procedures.
5. Have appropriate material, equipment and labor to perform job safely and efficiently. *All costs associated with meeting this requirement will be the sole responsibility of the vendor.*

C. [Evaluation Criteria](#)

An award will be made to the lowest responsible and responsive bidder.

D. [Request for Bid Timeline](#)

The following dates are provided for information purposes and are subject to change without notice. Contact the Purchasing Department at (316) 660-7255 to confirm any and all dates.

Distribution of Request for Bid to interested parties	May 20, 2022
Clarification, Information and Questions submitted in writing by 5:00 pm CDT	June 3, 2022
Addendum Issued by 5:00 pm CDT	June 10, 2022
Sealed Bid due before 1:45 pm CDT	June 28, 2022
Board of Bids and Contracts Recommendation	July 7, 2022
Board of County Commission Award	July 13, 2022

E. [Contract Period and Payment Terms](#)

A contractual period will begin following Board of County Commissioners (BoCC) approval of the successful firm(s) for three (3) years with two (2) one (1) year options to renew.

County may cancel its obligations herein upon thirty-day (30) prior written notice to the other party. It is understood that funding may cease or be reduced at any time, and in the event that adequate funds are not available to meet the obligations hereunder, either party reserves the right to terminate this agreement upon thirty (30) days prior written notice to the other. Payment will be remitted following receipt of monthly detailed invoice.

Payment and Invoice Provisions

https://www.sedgwickcounty.org/media/39239/payment_and_invoice_provisions.pdf

F. [Insurance Requirements](#)

Liability insurance coverage indicated below must be considered as primary and not as excess insurance. If required, Contractor's professional liability/errors and omissions insurance shall (i) have a policy retroactive date prior to the date any professional services are provided for this project, and (ii) be maintained for a minimum of three (3) years past completion of the project. Contractor shall furnish a certificate evidencing such coverage, with County listed as an additional insured including both ongoing and completed operations, except for professional liability, workers' compensation and employer's liability. **Certificate shall be provided prior to award of contract.** Certificate shall remain in force during the duration of the project/services and will not be canceled, reduced, modified, limited, or restricted until thirty (30) days after County receives written notice of such change. All insurance must be with an insurance company with a minimum BEST rating of A-VIII and licensed to do business in the State of Kansas (**must be acknowledged on the bid/proposal response form**).

NOTE: If any insurance is subject to a deductible or self-insured retention, written disclosure must be included in your proposal response and also be noted on the certificate of insurance.

It is the responsibility of Contractor to require that any and all approved subcontractors meet the minimum insurance requirements.

Workers' Compensation:	
Applicable coverage per State Statutes	
Employer's Liability Insurance:	\$500,000.00
Commercial General Liability Insurance (on form CG 00 01 04 13 or its equivalent):	
Each Occurrence	\$1,000,000.00
General Aggregate, per project	\$2,000,000.00
Personal Injury	\$1,000,000.00
Products and Completed Operations Aggregate	\$2,000,000.00
Automobile Liability:	
Combined single limit	\$500,000.00
Umbrella Liability:	
Following form for both the general liability and automobile	
<input checked="" type="checkbox"/> Required / <input type="checkbox"/> Not Required	
Each Claim	\$1,000,000.00
Aggregate	\$1,000,000.00
Professional Liability/ Errors & Omissions Insurance:	
<input type="checkbox"/> Required / <input checked="" type="checkbox"/> Not Required	
Each Claim	\$1,000,000.00
Aggregate	\$1,000,000.00
Pollution Liability Insurance:	
<input type="checkbox"/> Required / <input checked="" type="checkbox"/> Not Required	
Each Claim	\$1,000,000.00
Aggregate	\$1,000,000.00

Special Risks or Circumstances:

Entity reserves the right to modify, by written contract, these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

IF CONTRACTOR IS PROVIDING CONSTRUCTION SERVICES:

In addition to the above coverages, Contractor shall also provide the following:

Builder's Risk Insurance:	In the amount of the initial Contract Sum, plus the value of subsequent modifications and cost of materials supplied and installed by others, comprising the total value for the entire Project on a replacement cost basis without optional deductibles. Entity, Contractor, and all Subcontractors shall be included as named insureds.
----------------------------------	---

G. [Indemnification](#)

To the fullest extent of the law, the provider, its subcontractor, agents, servants, officers or employees shall indemnify and hold harmless Sedgwick County, including, but not limited to, its elected and appointed officials, officers, employees and agents, from any and all claims brought by any person or entity whatsoever, arising from any act, error, or omission of the provider during the provider's performance of the agreement or any other agreements of the provider entered into by reason thereof. The provider shall indemnify and defend Sedgwick County, including, but not limited to, its elected and appointed officials, officers, employees and agents, with respect to any claim arising, or alleged to have arisen from negligence, and/or willful, wanton or reckless acts or omissions of the provider, its subcontractor, agents, servants, officers, or employees and any and all losses or liabilities resulting from any such claims, including, but not limited to, damage awards, costs and reasonable attorney's fees. This indemnification shall not be affected by any other portions of the agreement relating to insurance requirements. The provider agrees that it will procure and keep in force at all times at its own expense insurance in accordance with these specifications.

H. [Confidential Matters and Data Ownership](#)

The successful bidder agrees all data, records and information, which the bidder, its agents and employees, which is the subject of this bid, obtain access, remains at all times exclusively the property of Sedgwick County. The successful proposer agrees all such data, records, plans and information constitutes at all times proprietary information of Sedgwick County. The successful bidder agrees that it will not disclose, provide, or make available any of such proprietary information in any form to any person or entity. In addition, the successful proposer agrees it will not use any names or addresses contained in such data, records, plans and information for the purpose of selling or offering for sale any property or service to any person or entity who resides at any address in such data. In addition, the successful proposer agrees it will not sell, give or otherwise make available to any person or entity any names or addresses contained in or derived from such data, records and information for the purpose of allowing such person to sell or offer for sale any property or service to any person or entity named in such data. Successful bidder agrees it will take all reasonable steps and the same protective precautions to protect Sedgwick County's proprietary information from disclosure to third parties as with successful proposer's own proprietary and confidential information. Proposer agrees that all data, regardless of form that is generated as a result of this Request for Bid is the property of Sedgwick County.

I. [Bid Conditions](#)

<https://www.sedgwickcounty.org/media/31339/bid-terms-conditions.pdf>

General Contract Provisions

http://www.sedgwickcounty.org/purchasing/pdf_files/General%20Contractual%20Provisions.pdf

Mandatory Contract Provisions

<https://www.sedgwickcounty.org/media/31336/mandatory-contractual-provisions.pdf>

Independent Contractor

<https://www.sedgwickcounty.org/media/54780/independent-contractor-addendum.pdf>

Sample Contract

<https://www.sedgwickcounty.org/media/39236/sample-contract.pdf>

Federal Certifications Addendum Sedgwick County

<https://www.sedgwickcounty.org/media/59719/federal-certifications-addendum-updated-for-changes-to-ug-11-12-2020-no-signature-line.pdf>

VI. Required Response Content

Bid response should include the following:

1. Any exclusions clearly delineated.
2. Sample invoice.
3. Completed and signed Bid Response Form.
4. Proof of insurance
5. Those responses that do not include all required forms/items may be deemed non-responsive.

VII. Response Form

**REQUEST FOR BID
RFB #22-0050
GROUNDSKEEPING / LANDSCAPING**

The undersigned, on behalf of the Bidder, certifies that: (1) this offer is made without previous understanding, agreement or connection with any person, firm, or corporation submitting a bid on the same project; (2) is in all respects fair and without collusion or fraud; (3) the person whose signature appears below is legally empowered to bind the firm in whose name the bidder is entered; (4) they have read the complete Request for Bid and understands all provisions; (5) if accepted by the County, this bid is guaranteed as written and amended and will be implemented as stated; and (6) mistakes in writing of the submitted bid will be their responsibility.

NAME _____

DBA/SAME _____

CONTACT _____

ADDRESS _____ **CITY/STATE** _____ **ZIP** _____

PHONE _____ **FAX** _____ **HOURS** _____

STATE OF INCORPORATION or ORGANIZATION _____

COMPANY WEBSITE ADDRESS _____ **E-MAIL** _____

NUMBER OF LOCATIONS _____ **NUMBER OF PERSONS EMPLOYED** _____

TYPE OF ORGANIZATION: Public Corporation _____ Private Corporation _____ Sole Proprietorship _____

Partnership _____ Other (Describe): _____

BUSINESS MODEL: Small Business _____ Manufacturer _____ Distributor _____ Retail _____

Dealer _____ Other (Describe): _____

Not a Minority-Owned Business: _____ **Minority-Owned Business:** _____ (Specify Below)

_____ African American (05) _____ Asian Pacific (10) _____ Subcontinent Asian (15) _____ Hispanic (20)

_____ Native American (25) _____ Other (30) (Please specify _____)

Not a Woman-Owned Business: _____ **Woman-Owned Business:** _____ (Specify Below)

_____ Not Minority -Woman Owned (50) _____ African American-Woman Owned (55)

_____ Asian Pacific-Woman Owned (60) _____ Subcontinent Asian-Woman Owned (65) _____ Hispanic Woman Owned (70)

_____ Native American-Woman Owned (75) _____ Other (Woman Owned) (80) Please specify _____

ARE YOU REGISTERED TO DO BUSINESS IN THE STATE OF KS: _____ Yes _____ No

DUNS NUMBER: _____ **SAM NUMBER:** _____

INSURANCE REGISTERED IN THE STATE OF KS WITH MINIMUM BEST RATING OF A-VIII: _____ Yes _____ No

- Yes, I would like to be on the emergency vendor list.
- No, I would not like to be on the emergency vendor list.

After Hours Phone #: _____ **Emergency Contact Name:** _____ **After Hours Fax #:** _____

ACKNOWLEDGE RECEIPT OF ADDENDA: All addendum(s) are posted to our RFB/RFP web page and it is the vendor's responsibility to check and confirm all addendum(s) related to this document.

NO. _____, DATED _____; NO. _____, DATED _____; NO. _____, DATED _____

In submitting a response to this document, vendor acknowledges acceptance of all sections of the entire document and has clearly delineated and detailed any exceptions.

Signature _____ Title _____

Print Name _____ Dated _____

Location	Annual Cost
1. Main Courthouse - 525 N. Main	
2. Historic Courthouse - 510 N. Main	
3. Munger - 538 N. Main	
4. Public Safety - 714 N. Main	
5. Parking Garage - 603 N. Main / 121 W. Pine	
6. Adult Detention - 141 W. Elm	
7. West Tag Office - 2525 W. Douglas	
8. Jail Annex - 701 W. Harry	
9. Ronald Reagan - 271 W. 3 rd	
10. Coleman Parking lot - 250 N. St. Francis	
11. Office of Medical Director - 200 W. Murdock	
12. Kansas African American Museum - 601 N. Water	
13. Health Department - 1900 E 9 th St.	
14. Main Courthouse - 525 N. Main	
15. Adult Residential Services, Corrections Dept. – 622 E. Central	
16. Adult Intensive Supervision Program, Corrections Dept. – 905 N. Main	
17. Addiction Treatment Services, COMCARE – 940 N. Waco	
18. EMS Post 8, Public Safety – 501 E. 53 rd Street N.	
19. EMS Post 15 – South 219.65’ of lot 35, Comotara Industrial Park, between 34 th and 35 th streets north on Webb Road	
20. Primary Care Clinic, Health Department – 2716 W. Central	
21. Forensic Science Center – 1109 N. Minneapolis	
22. Fleet Management, Main Shop – 1021 Stillwell	
23. Fleet Management, East Shop – 1015 Stillwell	
24. Juvenile Detention Facility, Corrections Dept. - 700 S. Hydraulic	
25. Juvenile Residential Facility, Corrections Dept. - 881 S. Minnesota	
26. Juvenile Court, Corrections Department - 1015 S. Minnesota	
27. Juvenile DA, District Attorney – 1015 S. Minnesota	
28. Sheriff’s Squad Room – 830 Stillwell	
TOTAL	