



# SHAWNEE COUNTY

## REQUEST FOR PROPOSAL

### (RFP)

Quotation Number: 043-23

Date Issued: 09-01-2023

Closing Date: 09-26-2023, 2:00pm

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

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

Phone Number: \_\_\_\_\_

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### THIS IS NOT AN ORDER

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1. In communications, always refer to the above quotation number.
2. All prices and conditions must be shown. Additions or conditions not shown on this bid will not be allowed.
3. Shawnee County reserve the right to accept or reject any part of, or all of, any bid or proposal.
4. All prices quoted are to be less Federal Excise Tax and Kansas Sales Tax.
5. Price quoted shall remain firm for ninety (90) days after bid closing date.

#### **\*SHAWNEE COUNTY HAS AN ELECTRONIC BID SYSTEM\***

All vendors are required to create an online portal account ([www.snco.us/purchasing](http://www.snco.us/purchasing)) in order to receive or submit bid requests.

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### **ITEM AND DESCRIPTION**

Shawnee County Parks + Recreation is soliciting sealed bids for park maintenance services per the following minimum specifications.

### **SCOPE OF WORK:**

Vendors shall furnish all labor, materials, tools, equipment, supervision and transportation required to maintain the parks/parcels in an attractive condition, per the maintenance standards listed below. This includes all turf within the park property lines and any easement maintenance, as well as litter, refuse control and paved/unpaved surfaces.

The maintenance work described in these specifications shall be performed as a continuous and constant program throughout the contract term. Work performance shall meet the satisfaction of Shawnee County Parks + Recreation (SCP+R) or be remedied after receipt of written notice from SCP+R.

### **PRE-BID MEETING**

A **MANDATORY** pre-bid meeting will be held as part of the RFP process. The meeting will be held on  
September 19, 2023 at 10:30 AM  
Central Park Community Center  
1534 SW Clay, Topeka, KS

## **ESTIMATED QUANTITIES**

The sites available represent the entirety of the contract. Quantities as listed are the best available at time of bid.

### **PARKS/PARCELS AND MAINTENANCE LEVEL (See included maps)**

#### **Package A – Total Service Acres = 95.4**

<b>Location</b>	<b>Address</b>	<b>Zip</b>	<b>Service Acres</b>	<b>Service Level</b>
Central Park • Shrub beds	1300 SW Clay	66604	10.8	level 2
Chesney Park	1823 Clay St	66604	3.7	level 2
Oakley Circles	SW 20th & Oakley	66604	0.42	level 3
Hillsdale Park	5201 SW Huntoon St	66604	5.5	level 2
Romig Park	3001 SW 21st St	66604	3.8	level 2
Sims Park	1842 SW Sims Ave	66604	0.7	level 2
Ward Parkway Park	1501 SW Ward Pwy	66604	3.7	level 2
Washburn Park • Shrub beds	2810 SW 10th Ave	66604	12.7	level 2
Clarion Woods Park	SW 37th & Fairlawn Rd	66610	8.9	level 2
Lauren's Bay Park	SW 47th & Vorse	66610	7.05	level 2
Felker & Warren Parks - surrounding	2700 SW Gage	66614	27.9	level 2
Brookfield Park	2430 SW Kingsrow Rd	66614	5.12	level 2
Indian Hills Park	SW 25th & Stutley Ct	66614	1	level 2
Sherwood Park	SW 28th & Berkshire Dr	66614	4.11	level 2

#### **Package B – Total Service Acres = 83.4**

<b>Location</b>	<b>Address</b>	<b>Zip</b>	<b>Service Acres</b>	<b>Service Level</b>
Gateway Park	W 1st and SW Topeka Blvd	66603	4.5	level 2
Giles Park	750 W 1st	66603	0.5	level 2
Auburndale Park	2400 SW Perry St	66606	26.9	level 2
Potwin Circles • Shrub beds	Woodlawn and Greenwood streets intersecting NW Grove, SW 1st, SW 2nd, SW 3rd & SW Willow	66606	0.9	level 2
Children's Park	600 SW Macvicar Ave	66606	7.7	level 2
Medford Park	740 SW Medford Ave	66606	0.6	level 2
Shimer Park	2037 S Kansas Ave	66612	1.9	level 2
Clyde O'Bracken Park	200 SW 12th St	66612	0.7	level 2
Huntoon Park & Traffic Islands • 1,362 sq. ft. annual beds • Shrub beds • Irrigation maintenance	1200 SW Topeka Blvd	66612	0.7	level 3
Lot @ SW Huntoon and Taylor	SW Huntoon & Taylor St	66612	0.3	level 3
Rueger Park • Shrub beds	2801 S. Kansas	66611	11.8	level 2
Shunga Glen Park • Shrub beds	2400 SW Washburn	66611	21	level 2

21st & Harrison (SW corner lot)	SW 21st & Harrison	66611	0.2	level 3
Country Club Park	2501 SW Topeka Blvd	66611	2.3	level 2
Fairway Park <ul style="list-style-type: none"> <li>650 sq. ft. annual beds</li> <li>Shrub beds</li> <li>Irrigation maintenance</li> </ul>	2711 SW Topeka Blvd	66611	3.4	level 3

**Package C – Total Service Acres = 91.32**

Location	Address	Zip	Service Acres	Service Level
Jefferson Square Park	SE Monroe & Quincy	66605	3.62	level 3
Jayhawk Park	SE Michigan & SE Lott	66605	0.5	level 2
Austin Park	2300 SE Jefferson St	66605	4	level 2
Bentley Park	2620 SE Jefferson St	66605	1.6	level 2
Lakewood Park	2301 SE Lakewood Dr	66605	15.8	level 2
Envista Softball - surrounding	3421 SE Leisure Ln	66605	9.2	level 2
Bettis Sports Complex - surrounding	3025 SE Croco	66605	37.4	level 2
Dornwood Softball, Spray Park - surrounding	2815 SE 25th	66605	19.2	level 2

**Package D – Total Service Acres = 40.4**

Location	Address	Zip	Service Acres	Service Level
Cushinberry Park <ul style="list-style-type: none"> <li>Shrub beds</li> </ul>	335 SE 15th St	66607	5.6	level 2
Hillcrest Park and lots <ul style="list-style-type: none"> <li>Shrub beds</li> </ul>	1800 SE 21st St	66607	33.6	level 3
Woodall Park	2131 SE Madison	66607	1.2	level 2

**Package E – Total Service Acres = 49.1**

Location	Address	Zip	Service Acres	Service Level
Charles Curtis Greenway <ul style="list-style-type: none"> <li>Shrub beds</li> </ul>	1000-1500 N. Topeka Blvd	66608	5.6	level 2
Garfield Park	1600 NE Quincy St	66608	33.1	level 2
McKinley Park	917 NW Gordon	66608	2	level 2
Meadowood Park	1850 NW Lyman	66608	3	level 2
Veterans Park <ul style="list-style-type: none"> <li>Shrub beds</li> <li>Irrigation maintenance</li> </ul>	131 NW Laurent	66608	4.4	level 2
NW 46th St Roundabouts	NW 46th and Highway 75 (East of)	66618	1	level 3

**Package F – Total Service Acres = 98.3**

Location	Address	Zip	Service Acres	Service Level
Little Oakland Park	900 NE Chester	66616	1.9	level 2
Santa Fe Park	1500 NE Division St	66616	12.2	level 2

• Shrub beds				
Oakland Billard Park	2000 NE Sardou	66616	41.2	level 2
• Shrub beds				
Shawnee North Community Park	300 NE 43rd	66617	43	level 2
• Shrub beds				

### **SITE EVALUATION**

Vendors are required to review the available maps and it is recommended that they visit/evaluate the sites and verify the acreage prior to submitting a proposal. Failure to adequately inspect the premises and provided maps shall not relieve the vendor from furnishing requested goods and services without additional cost to the County. Submission of a quote shall be construed as evidence that the vendor has made necessary examination, inspection and investigation and is able to meet or exceed the conditions and standards contained within this document.

In the event that a particular park/parcel is sold or otherwise removed from the park system, SCP+R will notify owner of cancellation of service on that park/parcel with thirty (30) days of removal. SCP+R reserves the right to negotiate with contractor and amend the contract to substitute a park/parcel of similar size as a replacement, if available.

### **PARK AND FIELD SERVICE LEVELS**

	Level 1	Level 2	Level 3
Task	Frequency	Frequency	Frequency
General Maintenance			
Mow/Blow Clippings	2x/week	1x/week	1x/every 10 days
Trim	1x/week	1x/week	1x/month
Edge	2x/month	1x/month	1x/month
Aerate & Overseeding	2x/year	1x/year: as assigned	As Needed
Fertilize	3x/year	2x/year	Not Performed
Apply Weed Control	1x/year	1x/year	As Needed
Pick up trash prior to mowing	2x/week	1x/week	1x/every 10 days
Pest Control	As Needed	As Needed	As Needed
Manage Leaves	2x/year	2x/year	1x/year
Trash Removal	2x/week minimum	2x/week minimum	1x/week minimum
Tree Branch Removal	1x/week	1x/week	As Needed

### **SCHEDULE OF PARK AND FIELD MAINTENANCE SERVICES (Illustrative Only)**

**January:** Trash and Tree Branch Removal  
Clean and trim shrub/perennial beds

**February:** Trash and Tree Branch Removal  
Clean and trim shrub/perennial beds (hand pruning on roses)

**March:** Trash and Tree Branch Removal  
Aeration of turf areas (level 1)  
Apply pre-emergent herbicide per contract  
Prepare/begin mowing, trimming and edging services  
Clean and trim shrub/perennial beds  
Mulch landscape beds

**April:** Trash and Tree Branch Removal  
Apply pre-emergent herbicide  
Mowing, trimming and edging services



Fertilize turf areas using slow release material  
Apply Herbicide to inhibit weeds along ball field fence lines  
Work with SCP+R on irrigation checklist and startup  
Till/prepare annual beds  
Report to SCP+R any dead or dying shrubs

**May:** Trash and Tree Branch Removal  
Mowing, trimming and edging services  
Monitor and evaluate irrigation systems  
Prepare annual beds  
Report to SCP+R any dead or dying shrubs  
Plant annuals (SCP+R will supply plants)  
Weed annual beds

**June:** Trash and Tree Branch Removal  
Control noxious weeds  
Water/irrigate (designated locations)  
Mowing, trimming and edging services  
Fertilize turf areas  
Apply post-emergent herbicide in shrub beds  
Weed annual beds  
Deadhead perennials

**July:** Trash and Tree Branch Removal  
Control noxious weeds  
Water/irrigate (designated locations)  
Mowing, trimming and edging services  
Follow-up pre-emergent  
Apply post-emergent herbicide in shrub beds  
Weed annual beds  
Deadhead perennials

**August:** Trash and Tree Branch Removal  
Control noxious weeds  
Water/irrigate (designated locations)  
Weed annual beds  
Mowing, trimming and edging services  
Deadhead perennials

**September:** Trash and Tree Branch Removal  
Control noxious weeds  
Water/irrigate (designated locations)  
Mowing, trimming and edging services  
Over seed turf areas  
Fertilize turf areas  
Aeration of turf areas  
Weed annual beds  
Deadhead perennials

**October:** Trash and Tree Branch Removal  
Apply post-emergent/broad leaf herbicide  
Mowing, trimming and edging services

Leaf removal/mulching  
Prune shrubs depending on flowering time  
Weed beds  
Report to SCP+R any dead/dying shrubs

**November:** Trash and Tree Branch Removal  
Mulch shrub/perennial beds  
Till/prepare annual beds for winter, amend soil  
Apply pre-emergent herbicide in shrub/perennial beds  
Apply post-emergent/broad leaf herbicide  
Apply Granular fertilizer in shrub/perennial beds  
Winterize irrigation systems  
Leaf removal/mulching

**December:** Trash and Tree Branch Removal  
Leaf removal/mulching

Winterize irrigation systems using compressed air. Removal of back flow device and store in SCP+R provided area as needed. Seal open plumbing connections for winter to restrict contamination of system.

### **LAWN CARE STANDARDS**

Lawns require a regular schedule of care. A consistent green appearance and healthy growing conditions free of weeds must be maintained. Routine maintenance and service shall include, at a minimum:

#### **A. Mowing**

1. Each park has a level of maintenance that is expected as listed above.
2. Patrol lawns to be mowed and remove litter, rocks and debris before mowing.
3. For Level 1 parks, mowing twice per week is to begin April 1 and continue until notified by SCP+R.
4. Only sharp, well-balanced blades shall be used.
5. Grass height shall be maintained at a height of 3" to 3.5".
6. Areas and spots that cannot be mowed shall be trimmed with line trimmer.
7. There shall be no visible clippings upon completion of mowing. Never allow lawn to be left to a point where cut grass clippings hamper proper growth of living turf. All excessive mowed clippings shall be removed from the job site the same day as needed.
8. Contractor shall be conscious of park users and perform mowing tasks in a safe manner.

#### **B. Aeration and Seeding**

1. Aeration will be performed twice each year in March and September, prior to seeding for Level 1 parks. Aeration will be performed once each year in September, prior to seeding for Level 2 parks.
2. Over-seeding shall be performed in 75-100% of Level 1 parkland acreage, 20-40% of Level 2 parkland acreage, and less than 10% of Level 3 parkland acreage. Over-seeding areas will be identified by SCP+R annually.
3. All sprinkler heads, quick couplers and other hard-to-see features within the lawn will be discussed with SCP+R prior to aeration.
4. SCP+R shall be notified by email a minimum of 48 hours in advance when aerating and seeding will be applied for verification of application and coverage.
5. A coring-tine (plugger) shall be used. Multiple passes shall be made to ensure that holes are no more than six inches apart.
6. Tines shall penetrate at least 2.5" deep. Plug removal is not necessary.

7. Seeding shall be completed using a powered slicing unit, allowing no gaps between passes. Areas where bare ground is present shall require a minimum of two (2) passes with seeder.
8. Certified Turf-Type Tall Fescue seed shall be applied at a minimum of three (3) pounds per thousand or 150 pounds per acre, unless more is required to meet acceptable standard.
9. Parks currently contain warm season grass infestations to varying degrees, and will be considered as such for the maintenance program. Focus will be to maintain a fescue turf and removal of warm season turf will be a separate operation to be contracted as needed.

#### C. Edging

1. Edge lawn against all curbing, paved surfaces, valve boxes and other utilities.
2. Special consideration shall be given to the safety of pedestrians in the area while edging.
3. Edges against fences and walls shall be sprayed, maintaining a 4" vegetation-free band.
4. Chemically edging sidewalks will only be allowed with prior written approval from SCP+R contact.

#### D. Blowing

1. All hardscape surfaces shall be blown free of clippings after every mowing and edging.
2. Surfaces shall be blown free of leaf litter and other debris on an as-needed basis (most often in fall months).
3. Vacuuming or sweeping may be employed instead of blowing.

#### E. Spraying and Weeding

1. Spray lawns in the fall for broadleaf weeds.
2. Apply pre-emergent herbicide in the spring to control crabgrass. Chemical shall be applied every six (6) months or as needed to control weed germination. Granular herbicide shall be applied within 48 hours of a rain event or be watered in after application. Contractor will avoid annual beds or perennial plants which may rely on seeding down to remain viable or plants/shrubs which would be stunted or damaged by its use. Contractor should consult with SCP+R contact before application.
3. Herbicide products shall be applied to the target areas at label rate, in conditions and using PPE advised on product label. Applicator will be or be supervised by a certified applicator.
4. Failed applications must be followed by reapplication.

#### F. Nutrient Care Standards

1. General – All of the grounds within the parks require the addition of complete nutrients to promote good growth. SCP+R may undertake, through a separate contractor, soil analysis tests to evaluate the condition of the parks at any time through the duration of the contract.
2. Lawns – Two to three applications per year, spring and fall, based on park maintenance level. Refer to park maps for acreage per park to be treated. Treatment shall be at rates that are generally accepted for the area, or based on soil sampling results.
3. Fertilizer should be applied at a time that allows for the best chance for the fertilizer to be watered in by rainfall in non-irrigated areas. For trees and shrubs, fertilizer should be applied as close as possible to the feeder roots but away from the trunk to avoid injury to the plant. Landscaped areas shall be fertilized as needed or yearly to promote good plant health, growth and vigor.
4. The contractor shall supply SCP+R with the manufacturer's analysis from the fertilizer container for each formulation of fertilizer applied. SCP+R shall be notified by email a minimum of 48 hours in advance when fertilizer will be applied for verification of application and coverage.
5. Fertilizer should be removed from hard surfaces after application.

#### G. Irrigation systems – Designated Sports Fields and Parkland Maintenance only

1. Irrigation systems shall be maintained and operated for optimum growth of turf grass and playability of ball field without over watering to intrude on field schedule.
2. Contractor shall monitor operation, scheduling and repairs of systems. System shall be maintained to be accessible by staff to shut down in an emergency situation.
3. Any necessary repairs will be bid as an hourly rate plus materials

#### H. Shrubs

1. Annually prune any growth from the top that is abnormal above the remaining shrub.
2. All pruning and trimming cuts must be made clean.
3. Remove all trimmings from the job site the same day.
4. Shrubs shall be pruned at the appropriate time to encourage maximum bloom.

### **DISEASE, NOXIOUS WEEDS, PEST INFESTATIONS**

Contractor shall be responsible for all noxious weeds and disease/pest remediation after discovery and consultation with SCP+R.

SCP+R will require all labels, licenses, certificates, categories, permits and recommended treatment before chemical application.

- A. Approved noxious weed, disease and pest control methods may include:
  1. Pre-emergent herbicide application, post-emergent herbicide application, mechanical cultivation and disposal, weed eating or mowing, chemical growth regulator, debris or food source removal, insecticide, fungicide or other pesticide applications.
- B. Contractor shall provide a monthly record of pesticides and herbicides used per park with the monthly billing.
- C. Upon chemical application approval from SCP+R, contractor shall utilize materials and application methods in compliance with all Federal, State and local laws and regulations, applied by or under the supervision of a State-licensed applicator. All applications shall be done with extreme care to avoid harm to the property or person or pet in the immediate area.

### **GENERAL MAINTENANCE**

The contractor shall, at a minimum, perform the following tasks to maintain the parks/parcels:

- A. All areas shall be kept free of litter, including broken glass or other such debris. This will require a thorough policing of the park and emptying of trash receptacles on a regular basis, at least twice weekly; more often if demand dictates. Any litter or debris shall be disposed of by the contractor. Vehicles must remain on hard surfaces while doing so.
- B. Contractor shall advise SCP+R of any park amenities that are vandalized, stolen or in need of replacement.
- C. Sidewalks, pathways, playground surfacing and hard surfaces shall be policed at time of mowing and cleaned thoroughly, at a minimum of once per week, by blowing or alternative methods. All plant growth shall be removed/prevented in curb, street gutter, mulched playgrounds, or paved surface cracks.
- D. Fence and property lines shall be kept free of trash, weeds, grass and leaves and pruned as necessary.
- E. It shall be the responsibility of SCP+R to make repairs or fix damages except for those caused by actions of the contractor.
- F. Contractor shall notify SCP+R immediately of any unauthorized signage or other items placed on County property. SCP+R shall provide contractor with approved signage/items.
- G. Fallen tree limbs up to 3" diameter shall be removed from the park and disposed of properly by contractor each mowing. Larger diameter limbs will be removed by SCP+R upon notification.

### **SURFACES**

- A. Paved surfaces may include pathways, art/plaque features, bench pads and all other areas topped with asphalt or concrete. Pathways and other paved areas will be free of weeds, debris and litter. Significant defects in paved surfaces (e.g., cracking, heaving, etc.) shall be reported upon discovery. Repair of paved surfaces will be the responsibility of SCP+R.

- B. Unpaved surfaces may include pathways or other areas covered with porous paving materials. Surfaces will be free of weeds, debris and litter. Any vandalism, graffiti, holes or washouts shall be reported to SCP+R immediately.

### **FLOWER BEDS, SHRUBS AND GROUND COVER**

Bedding areas will contain healthy plants. Dead heads, blank spots and other defects must not detract from the decorative nature of the plantings. Shrub bed, ground cover and hedges will contain healthy plants. These areas will be litter, weed, pest and debris free. Beds, ground cover and hedges will be maintained to provide secondary functions such as barriers, animal habitat or dust and erosion control.

- A. All shrubs, ground cover and hedges will be trimmed, pruned or otherwise maintained to achieve designed form.
- B. Species of annual flowers to be used will be determined and supplied by SCP+R point of contact with contractor input considered. Annual beds will be planted to achieve a “full looking bed” at maturity with the total square footage considered. The contractor will take all reasonable steps to mitigate any damage to shrubs, plants and groundcovers.
- C. Contractor shall report dead or dying shrubs and perennials to SCP+R. Any plant having one-half or more of its foliage die back will be considered dead. SCP+R shall replace these as needed. Annual beds identified shall be maintained and planted by Contractor with annuals supplied by SCP+R.
- D. Contractor is responsible for purchase and maintenance of mulch in flower and shrub beds. Mulch should be a premium arbor mulch or equivalent typically consisting of pine, oak, sycamore, fir, poplar, redwood, and other common local urban trees with approximate size of 3.5 inches +/- . Mulched beds should be two (2) inch minimum to four (4) inch maximum depth spread evenly throughout the bed and free from nails, debris and other non-wood mulch materials.

### **QUALITY EXPECTATIONS**

Contractors shall furnish all personnel, labor, materials, machinery, tools, equipment and services necessary to complete all work required by contract terms. All personnel must be employed directly by the contractor; sub-contractors will be allowed only with prior written approval from SCP+R.

Contractor materials and equipment shall not be stocked or stored at any park/parcel.

Contractor will be notified of changes in conditions or maintenance management instructions as needed.

SCP+R is not responsible for any damages or remedies incurred by contractor’s fulfillment of contractual responsibilities.

### **COMMUNICATIONS**

- A. Contractor shall be available by phone and email during park hours (6:00a.m.-11:00p.m.).
- B. Emergency Numbers: The contractor shall provide SCP+R with a list of local emergency telephone numbers where he/she can be contacted after normal working hours, on weekends and holidays. This cannot be an answering machine. Emergency calls shall be considered as part of maintenance and shall not be considered as extra time. Response time shall not be more than 60 minutes.

### **PERFORMANCE**

- A. Contractor is required to have all safety guards and features on equipment operable at all times during operations. All personnel are required to wear OSHA-mandated safety equipment as applicable during operations.
- B. SCP+R shall evaluate performance. If work was performed in an unacceptable manner and not corrected within 24 hours of notification, the percentage stated in the contract will be deducted from the monthly payment.

### **PAYMENT**

Contractor will be paid monthly for completed services only. Contractor shall provide an invoice for services performed in the preceding month.

### **MONTHLY MAINTENANCE REPORT**

A Monthly Maintenance Report shall be submitted with the monthly billing detailing the scope of work performed for each park that month, containing the following:

- A. Maintenance work performed by park name and schedule of services.
- B. Fertilizer information.
- C. Status of any additional service requests that have been authorized by SCP+R.
- D. Report of all vandalism.
- E. All spray reports and records.

### **DAMAGE CLAIMS**

Any damage claims resulting from contractor's performance and/or execution of the contract shall be handled as expeditiously as possible by settlement and/or referral to contractor's insurance carrier. Failure to settle claims could result in termination of this contract and/or the vendor being removed from vendor bidding list.

### **LIABILITY**

Shawnee County will not be responsible for any liability arising under or growing out of this contract, or operations of the contractor under the terms of the contract.

### **PROTECTION OF PROPERTY**

Contractor shall make all reasonable effort to protect all property from damage, including but not limited to: structures, amenities, trees, fences, flowers and ornamental shrubs. Contractor shall hold Shawnee County harmless for restitution of any damage claims resulting from failure to comply with these provisions.

### **BID AWARD**

Bids contained within are not all-inclusive and contractors may bid on packages as they see fit. SCP+R will award contracts to the best and most responsive bid per package.

### **CONTRACT TERM**

Upon bid package award, SCP+R will contract with winning bidders for a five (5) year contract term to begin January 1, 2024.

### **SCP+R CONTACTS**

Scott Terry, Park District 2 Manager: 785-251-6962, [scott.terry@snco.us](mailto:scott.terry@snco.us)  
Tom Hammer, Park District 1 Manager: 785-251-6863, [tom.hammer@snco.us](mailto:tom.hammer@snco.us)

### **CONFORMANCE WITH LAW**

The Contractor shall insure that his or her business shall conform in all respects with all-applicable laws, licenses, codes, rules, regulations, ordinances and statutes. No waiver of requirements under these provisions shall be granted nor implied by issuance or acceptance of a contract.

### **PLEASE SUBMIT ATTACHMENT 1 AS THE FIRST PAGE OF YOUR BID**

### **BID RESPONSE**

**Closing Date:** Bids will be received until 2:00 p.m. CDT on the scheduled closing date. The online bid portal will not accept any new bids after this time.

**Signature of Bids:** Each bid must show in the space provided the complete business or mailing address of the bidder and must be signed by him/her with his/her usual signature.

**Withdrawal of Bids:** Bids already submitted may be withdrawn on the Electronic Bid System or upon proper identification of bidder and provided request is received prior to time of closing. Negligence on the part of the bidder in preparing the bid confers no right for the withdrawal after the time set for closing of bids.

**Register Your Company:** For a *mandatory* pre bid meeting, you *must* be registered in our bid portal for us to record you as an attendee. If you are not marked as attended, the system will not allow you to download a bid. It will also stop you from downloading your bid if you are not registered. Also, you will need to subscribe to the bid types you can provide. This will automatically send you bid requests in the future.

**Please Submit Your Bids Early:** In case you have problems getting your bid to upload and need assistance, we suggest you submit before 1:30 pm. Please contact us at once if you have issues uploading. Our system will not allow any bids to be uploaded after 2:00 pm. If your pricing changes, you can replace your bid in the system any time before the 2:00 closing.

**Bid Openings:** All bids submitted before the specified bid closing time shall be opened and properly recorded on the bid tabulation sheet. Subsequent to the bid opening, all bids shall be thoroughly evaluated and a determination made as to their compliance with applicable specifications. The appropriate County department head shall make this determination. Upon completion of the above determination, an analysis of all bids submitted shall be prepared and formally presented to the Board of County Commissioners for acceptance and approval of the lowest and/or best bid. The Board of County Commissioners reserves the right to accept or reject any and/or all bids and to waive any irregularities or informalities therein.

**Notice to Successful Bidders:** The successful bidder will be notified by email or telephone as soon as possible after bids have been opened, tabulated, and analyzed.

**Notice to Unsuccessful Bidders:** Unsuccessful bidders will not be notified.

### **DEMANDSTAR POSTINGS**

**Demandstar Website:** Shawnee County open projects are posted on Demandstar as a secondary posting. Demandstar tracks broadcast and plan holder data. Bids must be submitted through the Shawnee County Bid Portal.

**Shawnee County Bid Portal:** When an open project is posted, Shawnee County is not able to track who downloads project information off the bid portal website. Bids must be submitted through the Shawnee County Bid Portal to be considered. All projects are posted on the County website, not all projects are posted on the Demandstar website. Registration is free.

### **TERMS AND CONDITIONS**

In the event that goods or services delivered by the vendor are unsatisfactory and remain unsatisfactory after a notice and an opportunity to correct the deficiencies, the County reserves the right to purchase substitute goods or services from the other bidders.

Shawnee County reserves the right to negotiate separately with any vendor after the opening of this RFQ when such action is considered in its best interest. Subsequent negotiations may be conducted, but such negotiations will not constitute acceptance, rejection or a counteroffer on the part of the County.

Shawnee County interprets the term “lowest responsible and best bidder” as requiring Shawnee County to:

- A. Choose between the kinds of materials, goods, wares, or services subject to the proposal, and
- B. Determine which proposal is most suitable for its intended use or purpose. Shawnee County can consider among other factors such things as labor cost, service and parts availability and maintenance costs of items upon which proposals are received. Shawnee County can determine any differences or

variations in the quality or character of the material, goods, wares or services performed or provided by the respective vendors.

Shawnee County will award the bid. If the successful vendor refuses or fails to make deliveries of the materials/services within the times specified in the RFQ, purchase order or contractual agreement, Shawnee County may by written notice, terminate the contract OR purchase order. The successful vendor will certify and warrant that goods, personal property, chattels, and equipment sold and delivered are free and clear of any and all liens, or claims of liens, for materials or services arising under, and by virtue of the provisions of K.S.A. 58-201, et seq., and any other lien, right, or claim of any nature or kind whatsoever.

The vendor hereby certifies that he or she has carefully examined all of the documents for the project, has carefully and thoroughly reviewed this RFQ, understands the nature and scope of the work to be done; and that this proposal is based upon the terms, specifications, requirements and conditions of the RFQ, and documents. The vendor further agrees that the performance time specified is a reasonable time, having carefully considered the nature and scope for the project as aforesaid.

Shawnee County will use discretion with regards to disclosure of proprietary information contained in any response, but cannot guarantee the information will not be made public. As a governmental entity, Shawnee County is subject to making records available for disclosure pursuant to the Kansas Open Records Act. Any confidential or proprietary information should be clearly marked.

Shawnee County reserves the right to enter into agreements subject to the provisions of the Cash Basis Law (K.S.A. 10-1112 and 10-1113), the Budget Law (K.S.A.79-2935). Agreements shall be construed and interpreted so as to ensure that the County shall at all times stay in conformity with such laws, and as a condition of agreements the County reserves the right to unilaterally sever, modify, or terminate agreement at any time if, in the opinion of its legal counsel, the Agreement may be deemed to violate the terms of such law.

The vendor certifies that this proposal is submitted without collusion fraud, or misrepresentation as to other vendors, so that all proposals for the project will result from free, open, and competitive proposing among all vendors.

This RFQ, responses thereto and any contract documents will be governed by the law of the State of Kansas. Any dispute arising out of the same will be litigated only within the courts of the State of Kansas.

Vendor agrees that all data, documents, and information, regardless of form that is generated as a result of this RFQ are the property of Shawnee County. The County shall not be liable to reimburse any vendor for the costs of creating, compiling or delivering the same to the County.

By submission of a response, the proposer agrees that at the time of submittal, it: 1) has no interest (including financial benefit, commission, finder's fee, or any other remuneration) and will not acquire any interest, either direct or indirect, that would conflict in any manner or degree with the performance of proposer's services, or 2) benefit from an award resulting in a "Conflict of Interest." A "Conflict of Interest" will include holding or retaining membership, or employment, on a board, elected office, department, division, or bureau, or committee sanctioned by and/or governed by the Board of Shawnee County Commissioners of the County of Shawnee, Kansas. Proposers will identify any interests, and the individuals involved, on separate paper with the response and will understand that the County may reject their proposal at its sole discretion.

No gifts or gratuities of any kind shall be offered to any County employee at any time.



The Proposer certifies that this proposal is submitted without collusion, fraud, or misrepresentation as to other Proposers, so that all proposals for the project will result from free, open, and competitive proposing.

The County is exempt from the payment of Federal and excise taxes and from Kansas sales tax.

Vendor credit agreements are prohibited. Unless otherwise stated in this document, payment will be made from vendor-submitted invoice(s) via ACH transfer, check, or credit card, net 30 days. Shawnee County will not complete any credit application or agree to credit terms supplied by vendor.

**Nondiscrimination:** Shawnee County is committed to the concept of equal employment opportunity. All bidders and contractors are expected to comply with the provisions of K.S.A. 44-1030 and 44-1031, copies of which are attached and shall be a part of this contract and other applicable Federal and Kansas laws governing equal employment opportunity.

In accordance with K.S.A 44-1030, vendor hereby agrees to the following:

- A. He or she will observe the provision of the Kansas Commission on Human Rights and will not discriminate against any person in the performance of work under the present contract because of race, religion, color, sex, national origin, ancestry, or physical disability.
- B. In all solicitations or advertisements for employees, he or she will include the phrase, "Equal Opportunity Employer", or a similar phrase to be approved by the Kansas Commission on Human Rights.
- C. If he or she fails to comply with the manner in which he or she will be deemed to have breached the present contract, and it may be canceled, terminated, or suspended, in whole or in part, by Shawnee County, Kansas.
- D. If he or she is found guilty of a violation of the Kansas Act Against Human Rights under a decision, or order of the Kansas Commission on Human Rights which has become final, he or she will be deemed to have breached the present contract, and it may be canceled, terminated, or suspended, in whole or in part, by Shawnee County, Kansas; and,
- E. He or she will include the provisions of subsections (a) through (d) inclusively of this paragraph in every subcontract or purchase order so that such provision will be binding upon such subcontractor of vendor.

**Provisions of K.S.A. 44-1030 Statute:**

Mandatory provisions applicable to contracts of the state and other political subdivisions; cancellation, when; application to subcontract; non-application to certain contract. (a) Except as provided by subsection (c) of this session, every contract for or on behalf of the state or any county or municipality or other political subdivision of the state or any agency of or authority created by any of the foregoing, for the construction, alteration or repair of any public building or public work or for the acquisition of materials, equipment, supplies or services shall contain provisions by which the contractor agrees that:

- 1. The contractor shall observe the provisions of the Kansas act against discrimination and shall not discriminate against any person in the performance of work under the present contract because of race, religion, color, sex physical handicap unrelated to such person's ability to engage in the particular work, national origin or ancestry.
- 2. In all solicitations or advertisements for employees, the contractor shall include the phrase, "equal opportunity employer," or a similar phrase to be approved by the commission.

3. If the contractor fails to comply with the manner in which the contractor reports to the commission in accordance with the provisions of K.S.A. 44-1032, the contractor shall be deemed to have breached the present contract and it may be cancelled, terminated or suspended, whole or in part, by the contracting agency.
4. If the contractor is found guilty of a violation of the Kansas act against discrimination under a decision or order of the commission which has become final, the contractor shall be deemed to have breached the present contract and it may be cancelled, terminated or suspended, in whole or in part, by the contracting agency.
5. The contractor shall include the provisions of paragraphs one (1) through four (4) inclusively of this subsection (a) in every subcontract or purchase order so that such provisions will be binding upon such subcontractor or vendor. (b) The Kansas commission on civil rights shall not be prevented hereby from requiring reports of contractors found to be not in compliance with the Kansas act against discrimination. (c) The provisions of this section shall not apply to a contract entered into by a contractor: (1) Who employs fewer than four (4) employees during the term of such contract; or (2) Whose contracts with the governmental entity letting such contract cumulatively total five thousand dollars (\$5,000) or less during the fiscal year of such governmental entity.

**Provisions of K.S.A. 44-1031 Statute:**

Same; personnel to be used in performing contracts; reports; non-application to certain contractors. Every person, as defined in subsection (a) of K.S.A. 44-1002, who wishes to enter into a contract which is covered by the provisions of K.S.A. 44-1030 shall upon request of the commission, inform the commission in writing of the manner in which such person shall recruit and screen personnel to be used in performing the contract. The report shall be made on forms to be supplied by the commission. The provisions of K.S.A. 44-1030 and of this section shall not apply to any contractor who has already complied with the provisions of such sections by reason of holding a contract with the federal government or a contract involving federal funds.

History: L.1972, ch.184, & 15; L. 1975, ch. 264, & 8; L. 1977, ch. 183, & 2; July 1.

**All questions regarding this bid should be posted on the online Electronic Bid System.**

**For problems with the online Electronic Bid System, please contact:**

Adrienne Johnson, Procurement Specialist

Shawnee County Audit Finance Department

e-mail: [Auditfinance@snco.us](mailto:Auditfinance@snco.us) phone: (785) 251 – 4039

**The undersigned agrees with all terms and conditions stated above:**

Signature	_____
Printed Name	_____
Title	_____
Email Address	_____
Phone Number	_____

**ATTACHEMENT 1****Quotation Number:** 043-23**Vendor Name:** \_\_\_\_\_**Date Issued:** 09-01-2023**Closing Date:** 09-26-2023, 2:00pm**SCHEDULE OF PRICES****Package A**

<b>Location</b>	<b>Service Acres</b>	<b>Monthly Price</b>	<b>Annual Price</b>
Central Park * Shrub beds	10.8		
Chesney Park	3.7		
Oakley Circles	0.42		
Hillsdale Park	5.5		
Romig Park	3.8		
Sims Park	0.7		
Ward Parkway Park	3.7		
Washburn Park * Shrub beds	12.7		
Clarion Woods Park	8.9		
Lauren's Bay Park	7.05		
Felker & Warren Parks & surrounding	27.9		
Brookfield Park	5.12		
Indian Hills Park	1		
Sherwood Park	4.11		
<b><u>Package A Total</u></b>	<b><u>95.4</u></b>		

**Package B**

<b>Location</b>	<b>Service Acres</b>	<b>Monthly Price</b>	<b>Annual Price</b>
Gateway Park	4.5		
Giles Park	0.5		
Auburndale Park	26.9		
Potwin Circles * Shrub beds	0.9		
Children's Park	7.7		
Medford Park	0.6		
Shimer Park	1.9		
Clyde O'Bracken Park	0.7		
Huntoon Park & Traffic Islands * 1,362 sq. ft. annual beds * Shrub beds * Irrigation maintenance	0.7		
Lot @ SW Huntoon and Taylor	0.3		
Rueger Park * Shrub beds	11.8		
Shunga Glen Park * Shrub beds	21		

21st & Harrison (SW corner lot)	0.2		
Country Club Park	2.3		
Fairway Park * 650 sq. ft. annual beds * Shrub beds * Irrigation maintenance	3.4		
<b><u>Package B Total</u></b>	<b><u>83.4</u></b>		

### **Package C**

Location	Service Acres	Monthly Price	Annual Price
Jefferson Square Park	3.62		
Jayhawk Park	0.5		
Austin Park	4		
Bentley Park	1.6		
Lakewood Park	15.8		
Envista Softball - surrounding	9.2		
Bettis Sports Complex - surrounding	37.4		
Dornwood Softball, Spray Park - surrounding	19.2		
<b><u>Package C Total</u></b>	<b><u>91.32</u></b>		

### **Package D**

Location	Service Acres	Monthly Price	Annual Price
Cushinberry Park * Shrub beds	5.6		
Hillcrest Park and lots * Shrub beds	33.6		
Woodall Park	1.2		
<b><u>Package D Total</u></b>	<b><u>40.4</u></b>		

### **Package E**

Location	Service Acres	Monthly Price	Annual Price
Charles Curtis Greenway * Shrub beds	5.6		
Garfield Park	33.1		
McKinley Park	2		
Meadowood Park	3		
Veterans Park * Shrub beds * Irrigation maintenance	4.4		
NW 46th St Round-about	1		
<b><u>Package E Total</u></b>	<b><u>49.1</u></b>		

### **Package F**

Location	Service Acres	Monthly Price	Annual Price
Little Oakland Park	1.9		
Santa Fe Park * Shrub beds	12.2		

Oakland Billard Park * Shrub beds	41.2		
Shawnee North Community Park * Shrub beds	43		
<b><u>Package F Total</u></b>	<b><u>98.3</u></b>		

Rate for irrigation system maintenance/repairs:     \$\_\_\_\_\_ per hour

\_\_\_\_\_  
COMPANY or FIRM NAME

BY: \_\_\_\_\_

DATE: \_\_\_\_\_

**Package A –**  
**Total Service**  
**Acres = 95.53**





Central Park - 1300 SW Clay



Map Filter

1823 SW CLAY ST, TOPEKA, KS, 66604

Measure

Select

Aerial Photo 2022

The image is a screenshot of a web-based GIS application. The main view is an aerial photograph of a residential neighborhood. A large, semi-transparent pink rectangle is overlaid on the map, highlighting a specific area. This area contains a green field, some trees, and a small building. The surrounding area consists of houses, streets, and more trees. The interface includes a search bar at the top with the address '1823 SW CLAY ST, TOPEKA, KS, 66604'. Below the map, there is a table with columns for ID, Address Number, Street, Type, Quadrant, Acreage, Owner, Park Maintenance, and Maintenance Level. The table has one row of data for 'Chesney Park'.

ID	Address Number	Street	Type	Quadrant	Acreage	Owner	Park Maintenance	Maintenance Level
Chesney Park	1823	SW Clay St	Mini-Park	2	3.38828539 ac	Board of Cou...	Wildcat Landscape LLC	Level 2

Chesney Park - 1823 SW Clay





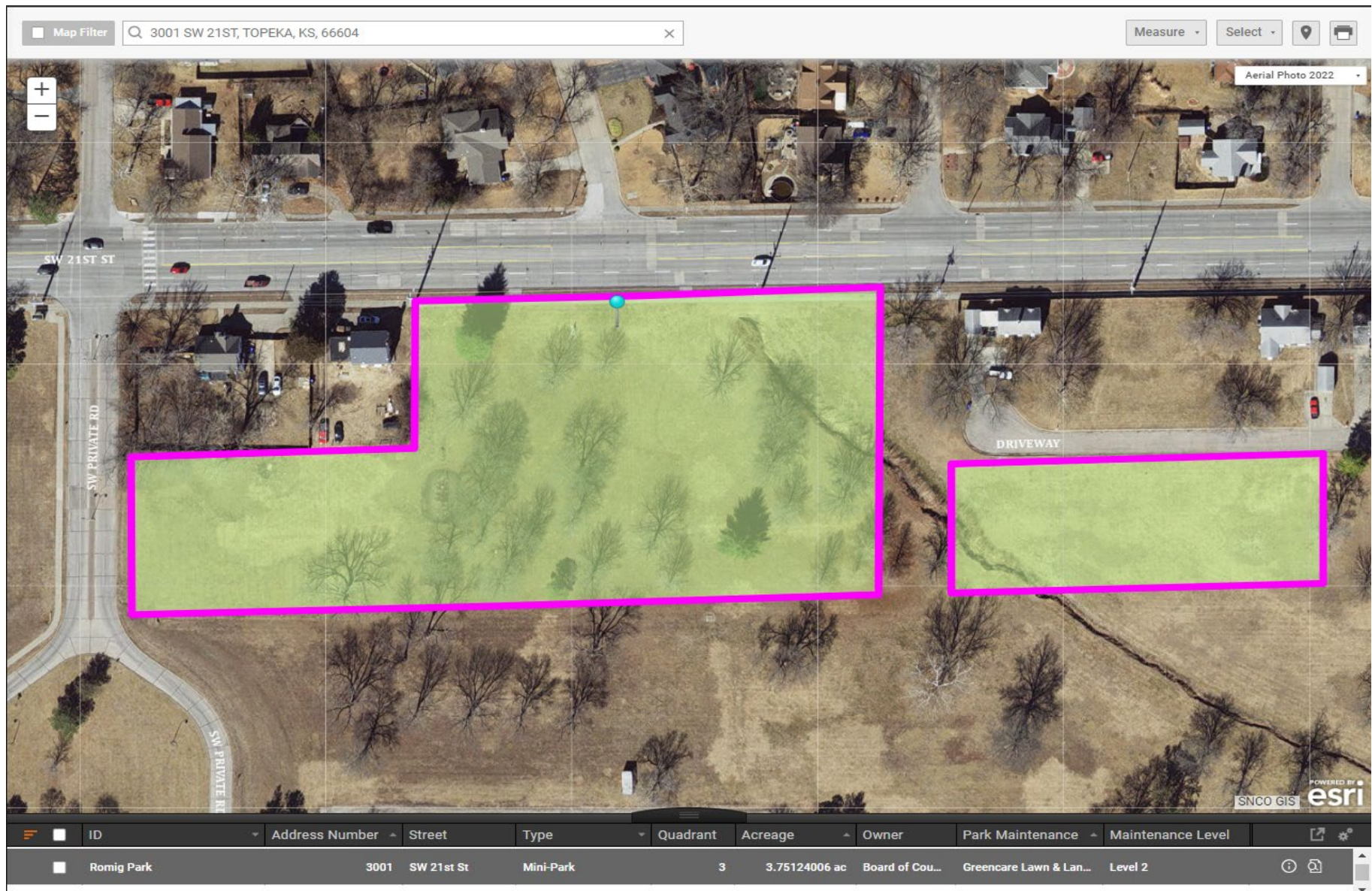
Oakley Circles - 20th & Oakley and Warner Ct





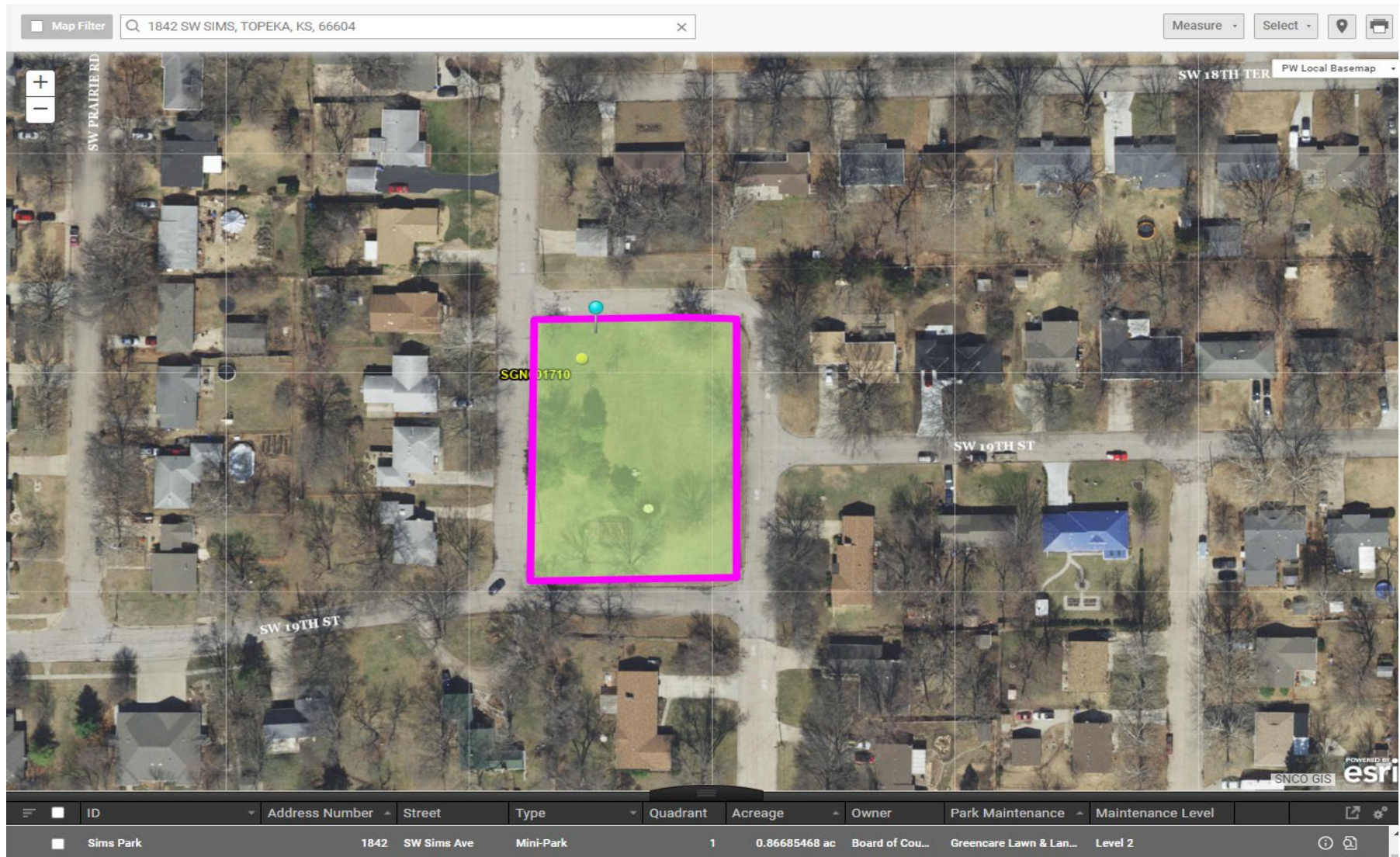
Hillsdale Park - 5201 SW Huntoon





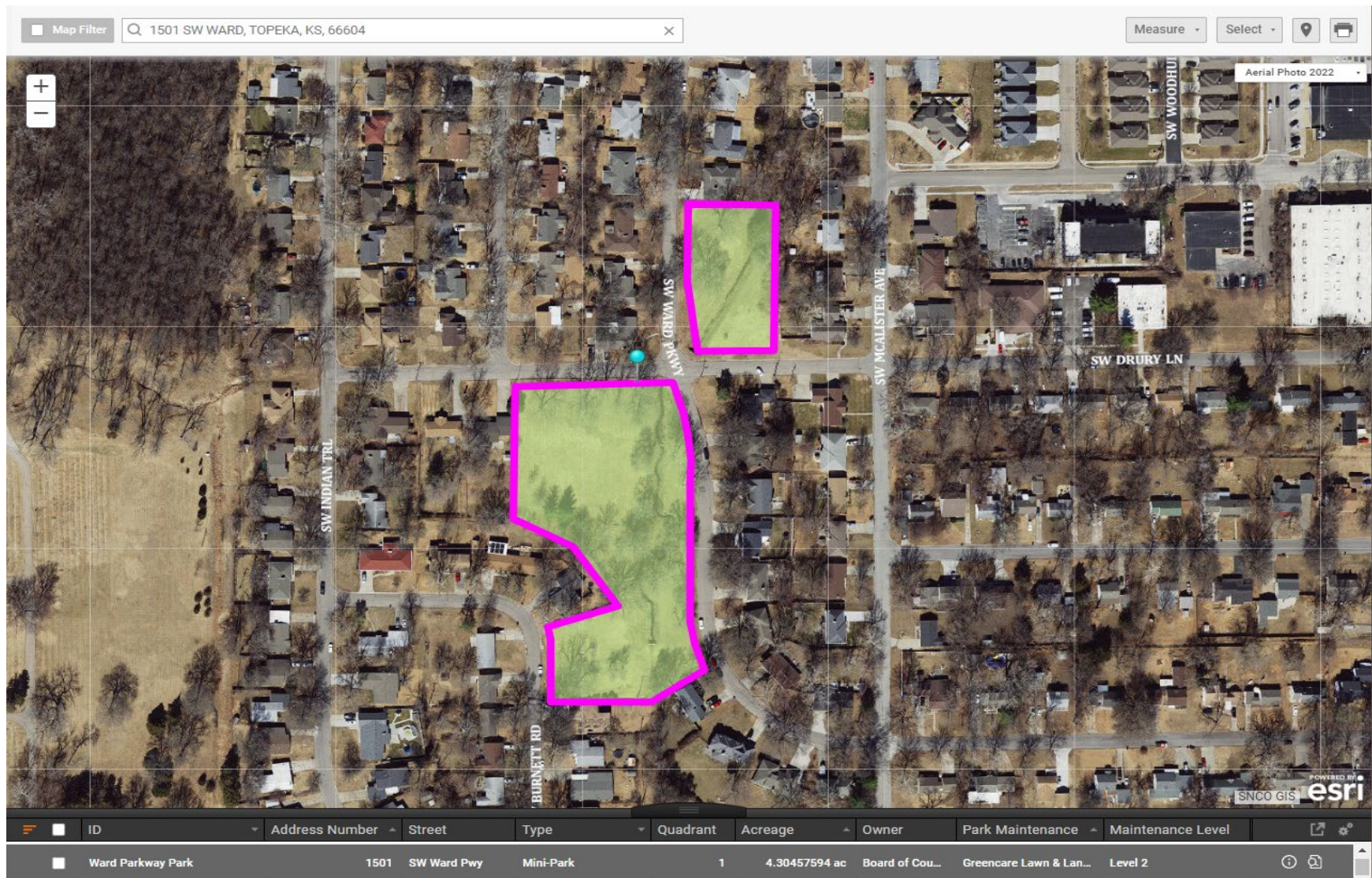
Romig Park - 3001 SW 21st





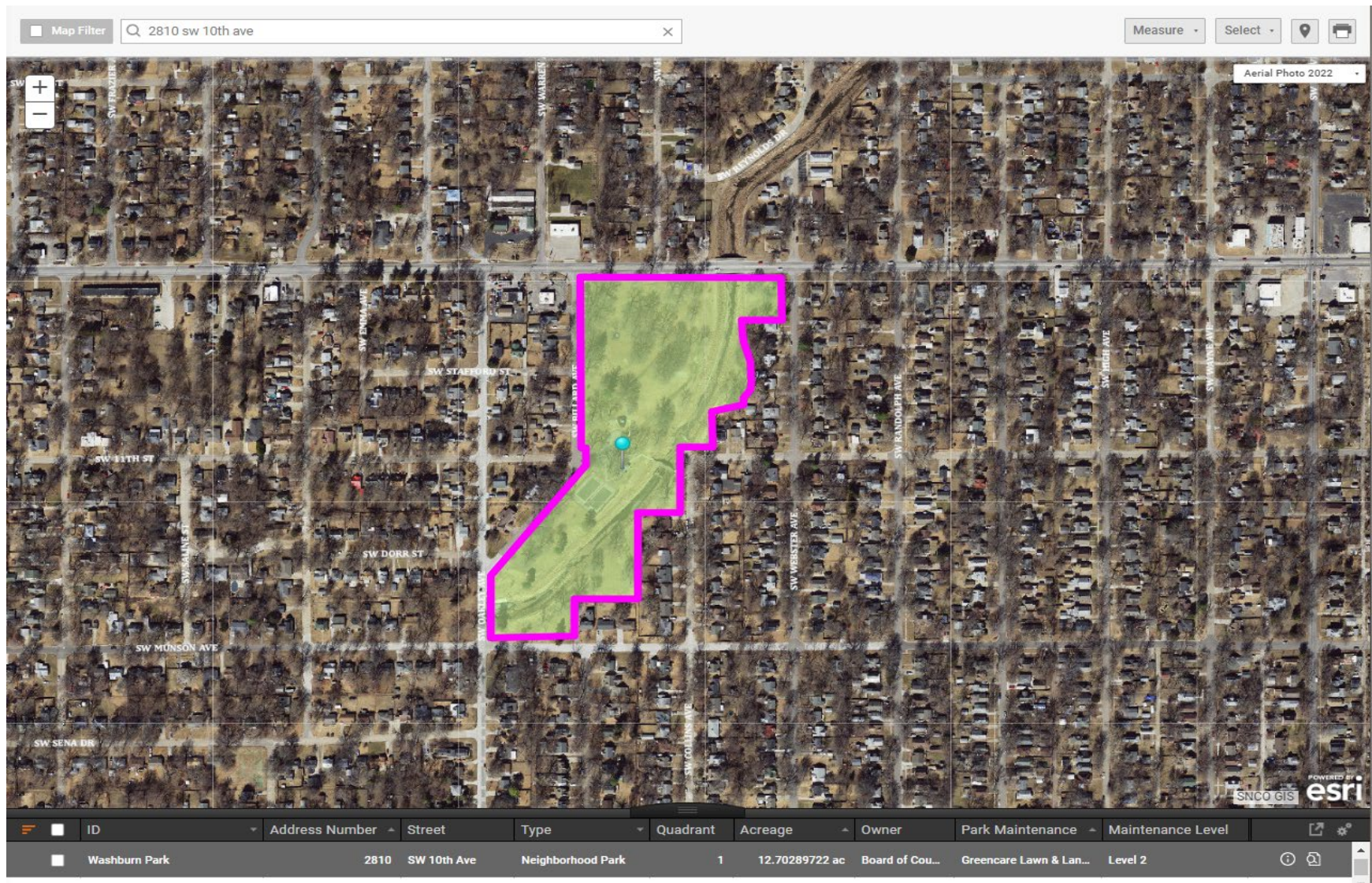
Sims Park - 1842 SW Sims





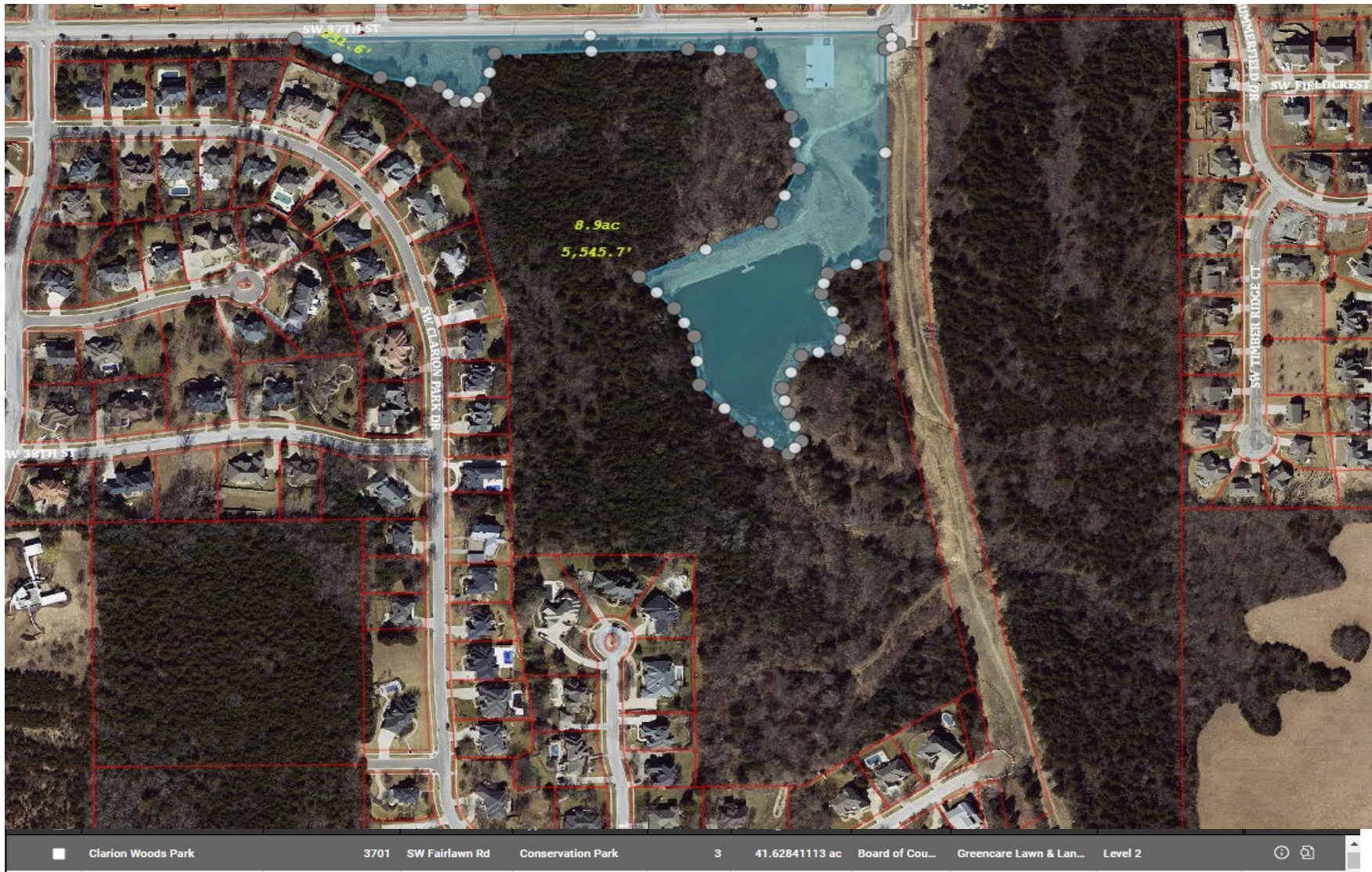
Ward Parkway Park - 1501 SW Ward Pkwy





Washburn Park - 2810 SW 10th





Clarion Woods Park - SW 37th & Fairlawn





Lauren's Bay Park - SW 47th & Vorse



2700 sw gage

Show search results for 2700 s...

ID	Address Number	Street	Type	Quadrant	Acreage	Owner	Park Maintenance	Maintenance Level
<input checked="" type="checkbox"/> Warren Park	2700	SW Gage Blvd	Conservation Park	3	97.6675954 ac	State of Kans...	Shawnee County Park...	Level 2
<input checked="" type="checkbox"/> Felker Park	2540	SW Gage Blvd	Regional Park	3	62.0731006 ac	Board of Cou...	Wildcat Landscape LLC	Level 1

Felker & Warren Parks - 2700 SW Gage





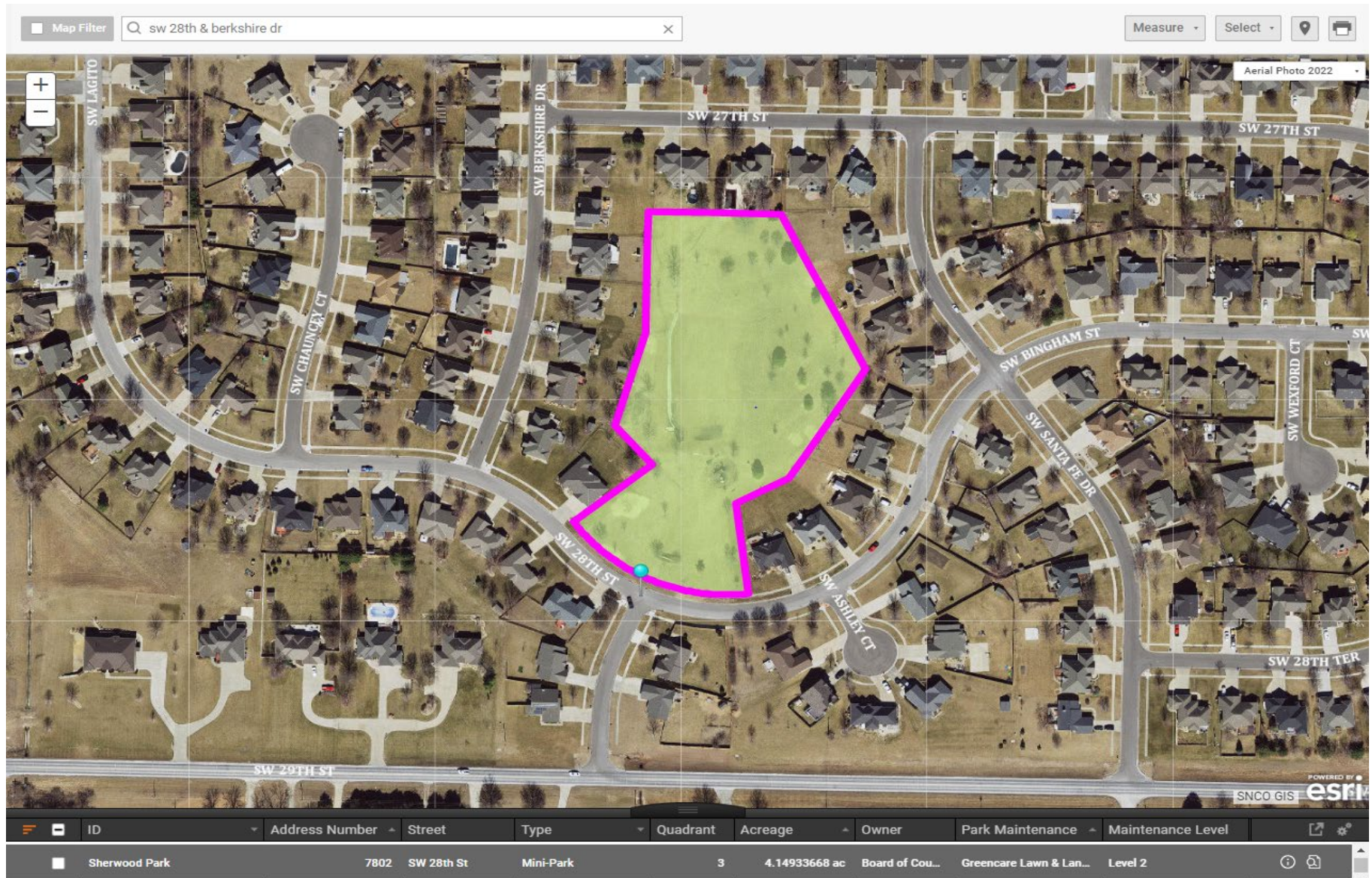
Brookfield Park - 2430 SW Kingsrow





Indian Hills Park - SW 25th & Stutley

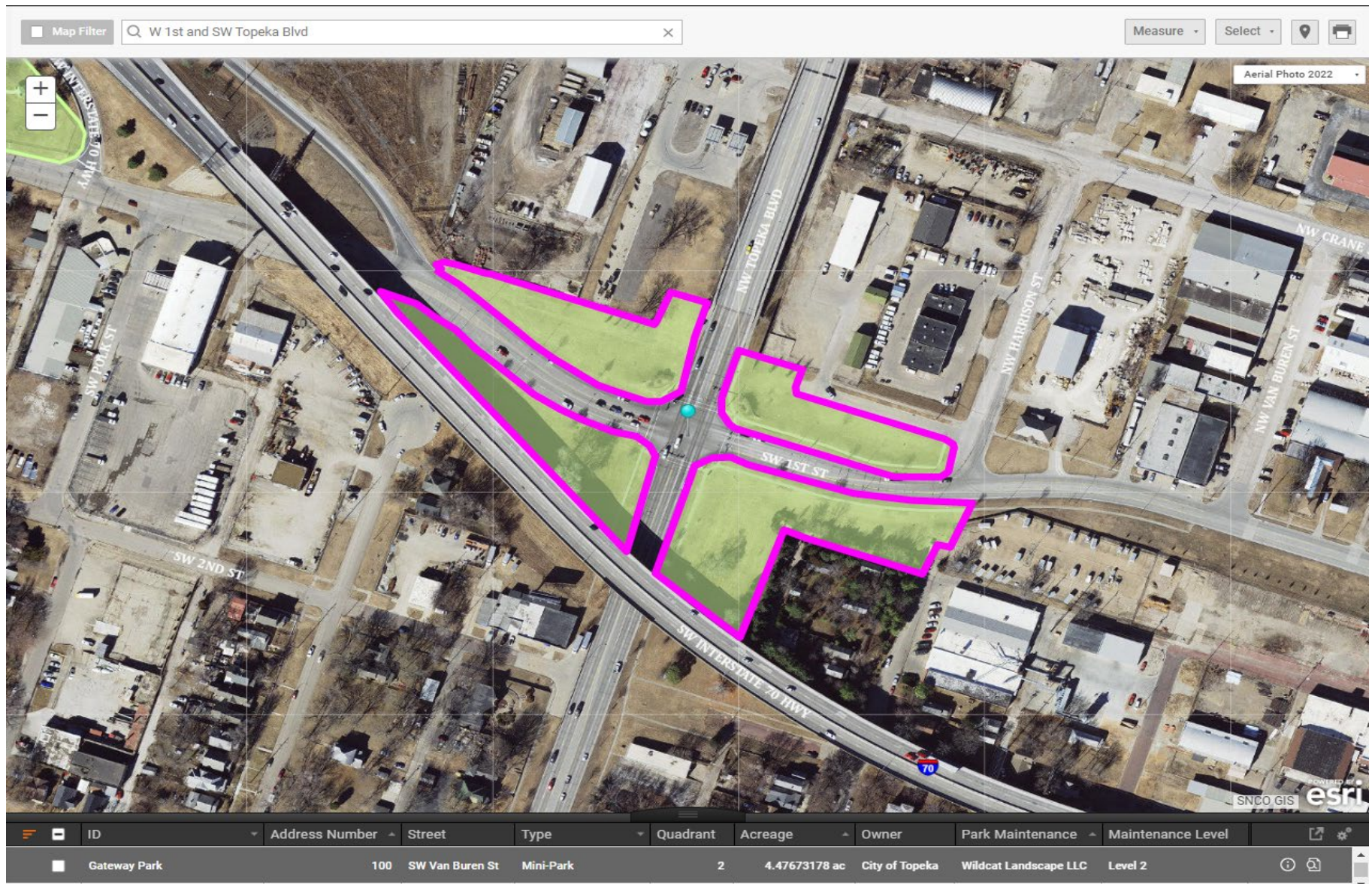




Sherwood Park - SW 28th & Berkshire

**Package B –**  
**Total Service**  
**Acres = 83.4**





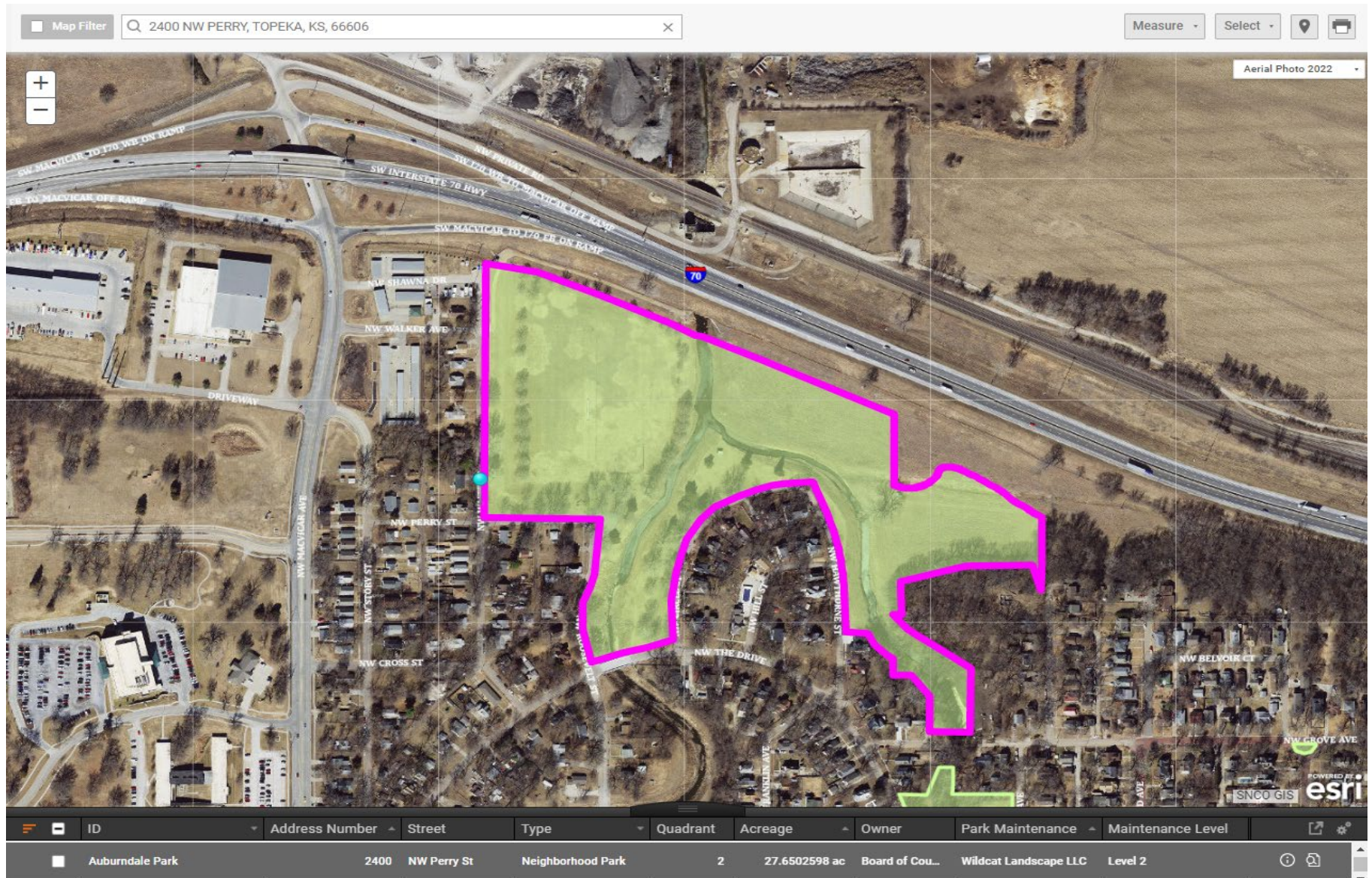
Gateway Park - W 1st & SW Topeka Blvd





Giles Park - 750 W 1st



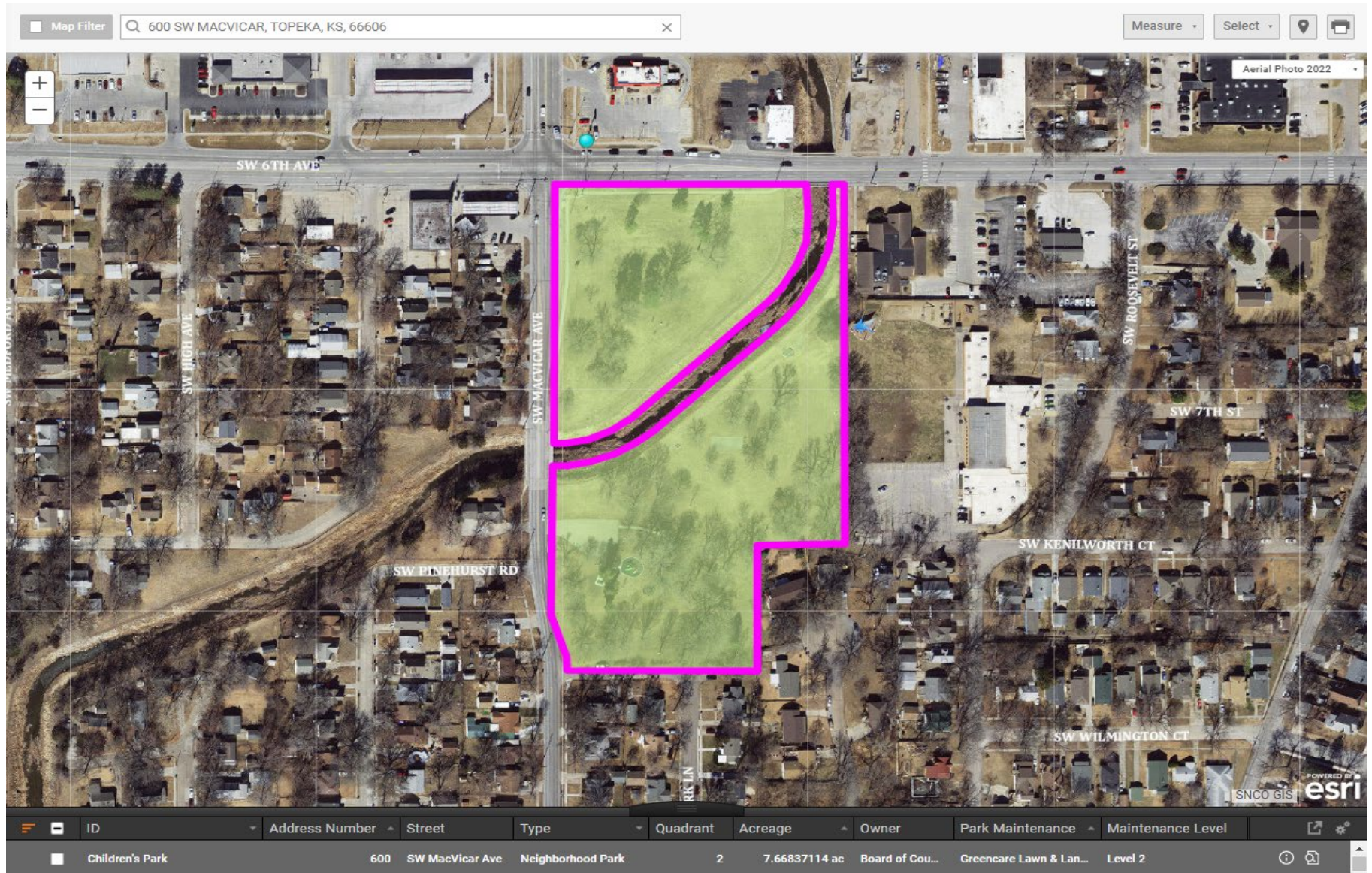


Auburndale Park - 2400 SW Perry









Children's Park - 600 SW Macvicar



Map Filter

Q 740 SW MEDFORD, TOPEKA, KS, 66606

×

Measure

Select

Aerial Photo 2022

ID

Address Number

Street

Type

Quadrant

Acreage

Owner

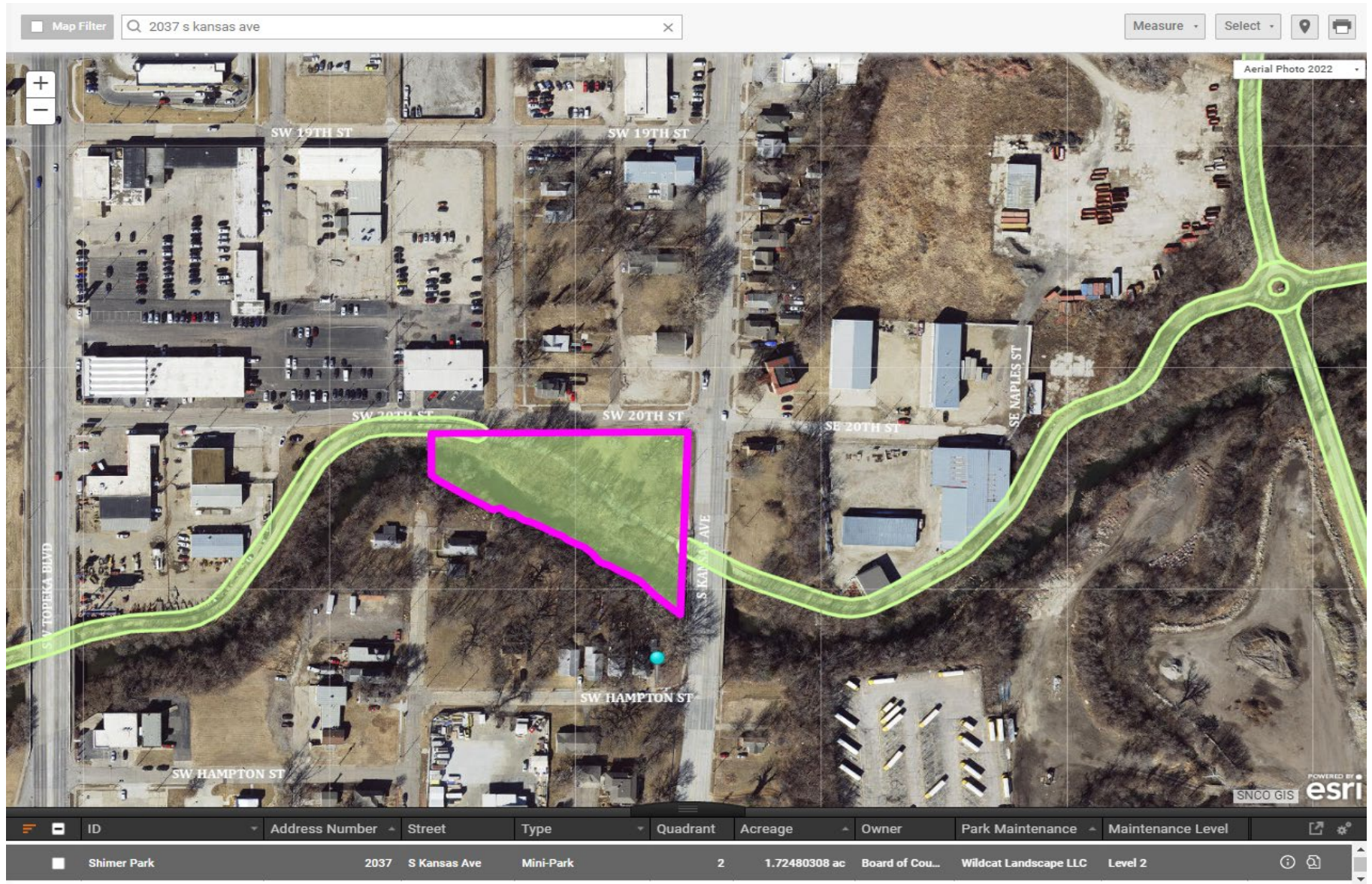
Park Maintenance

Maintenance Level

	Medford Park	740	SW Medford Ave	Mini-Park	1	0.55269726 ac	Board of Cou...	Greencare Lawn & Lan...	Level 2	
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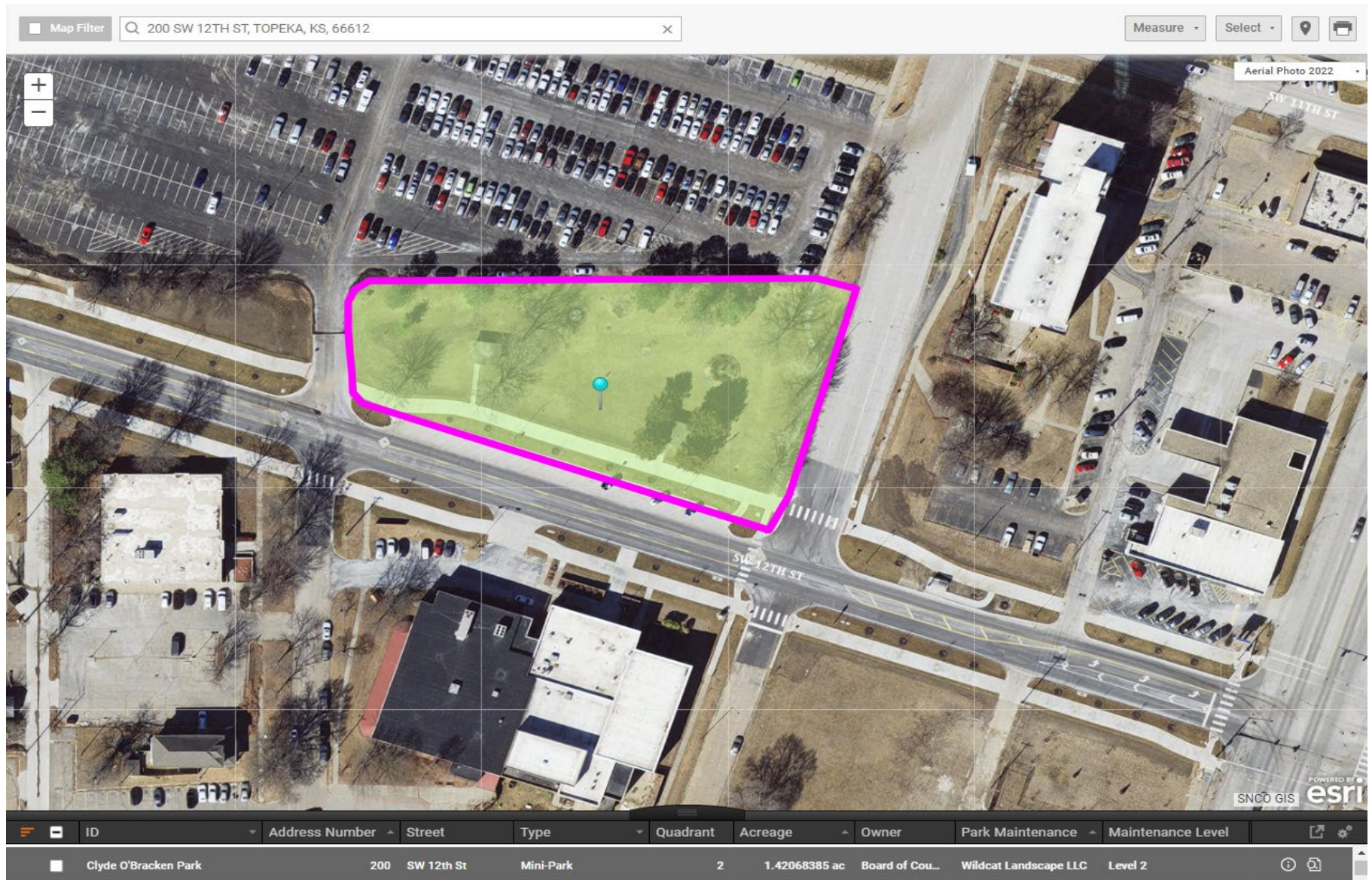
Medford Park - 740 SW Medford





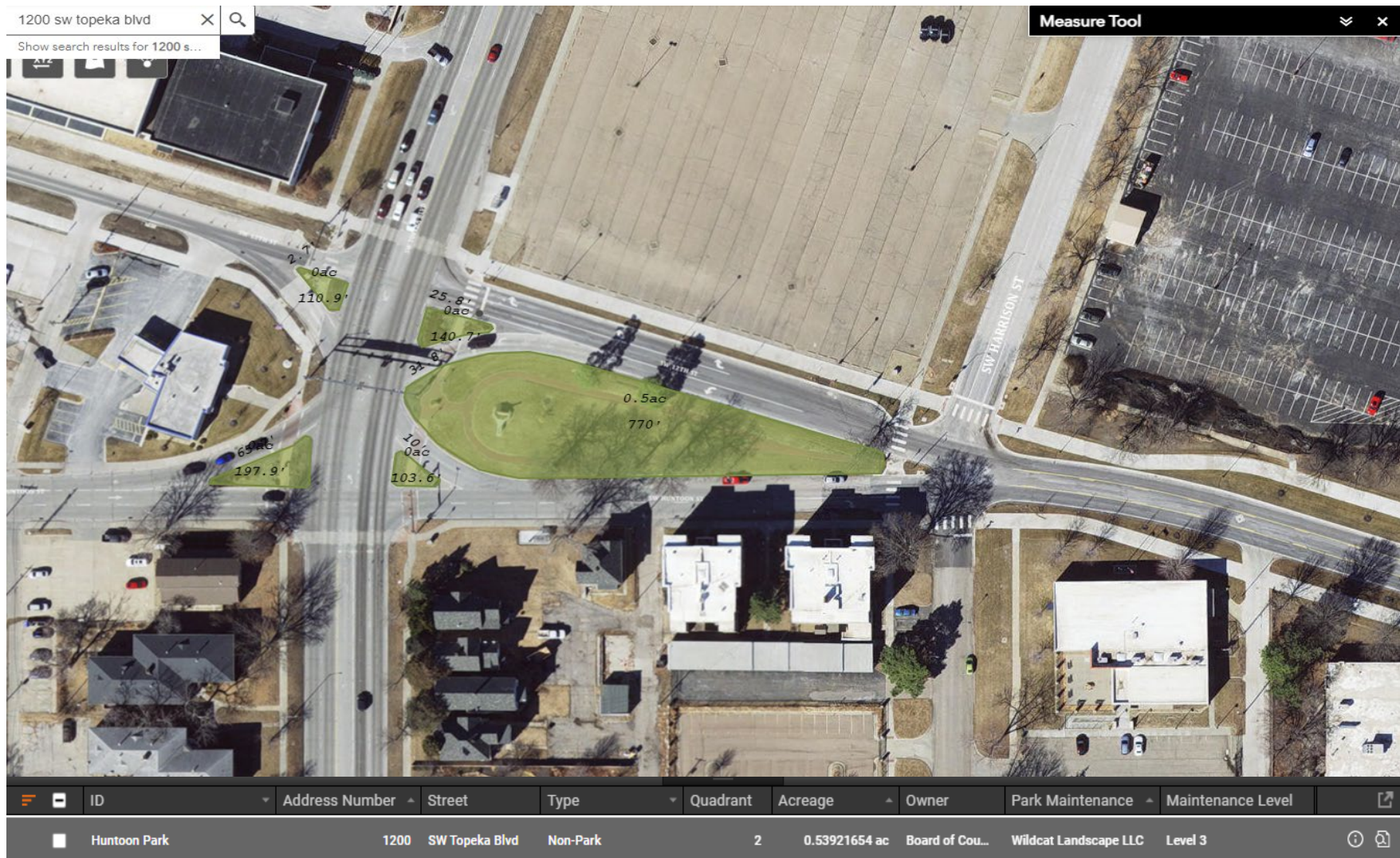
Shimer Park - 2037 S Kansas





Clyde O'Bracken Park - 200 SW 12th





Huntoon Park & Traffic Islands - 1200 SW Topeka





Lot at SW Huntoon & Taylor





Rueger Park - 2801 S Kansas







Map Filter

sw 21st & harrison

Measure

Select

Aerial Photo 2022

ID	Address Number	Street	Type	Quadrant	Acreage	Owner	Park Maintenance	Maintenance Level
SW 21st and SW Harrison Gr...	SW 21st and SW...	Conservation Park	4	0.14816539 ac	City of Topeka	Wildcat Landscape LLC	Level 3	

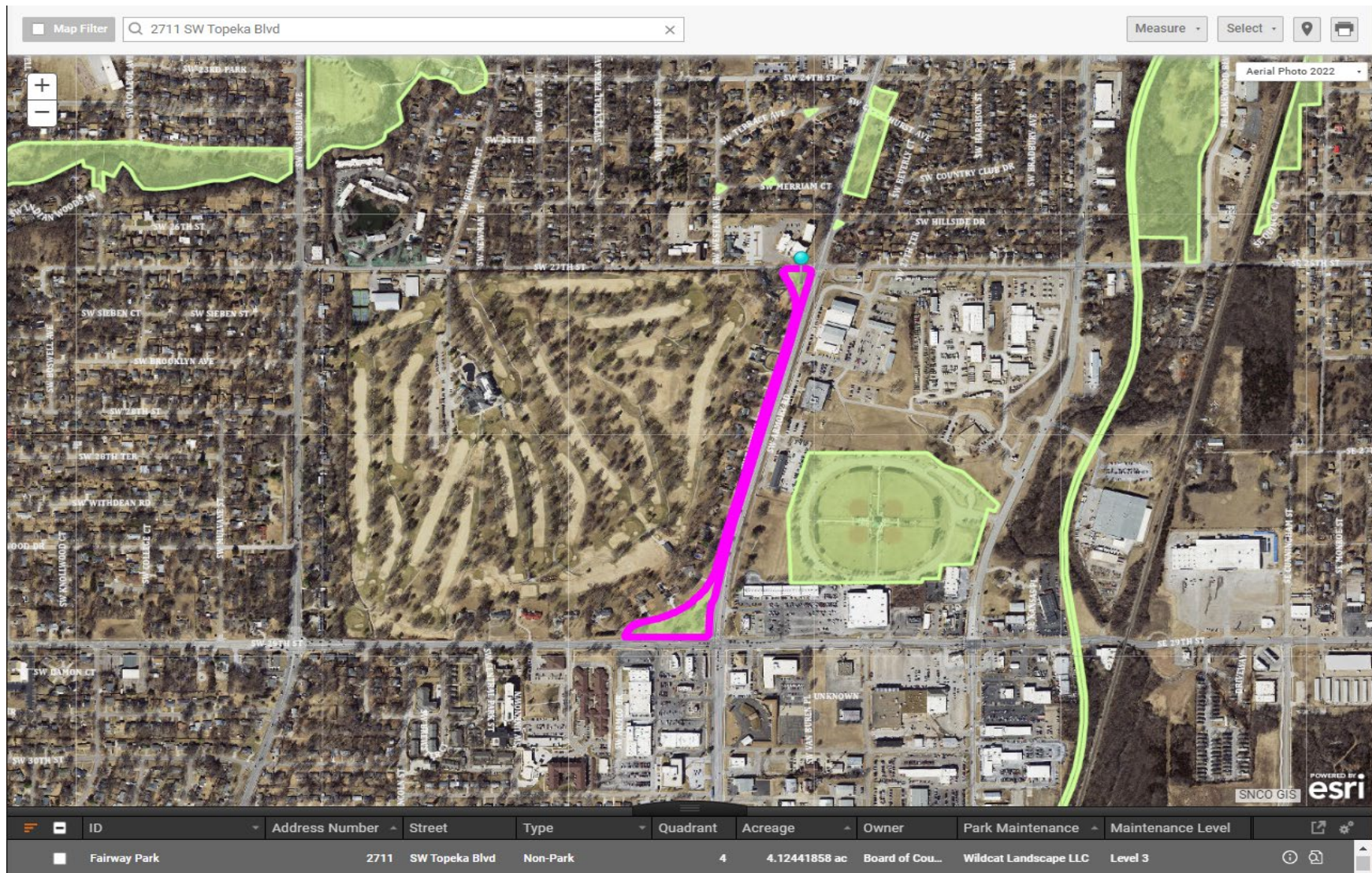
Lot at SW 21st & Harrison





Country Club Park - 2501 SW Topeka





Fairway Park - 2711 SW Topeka

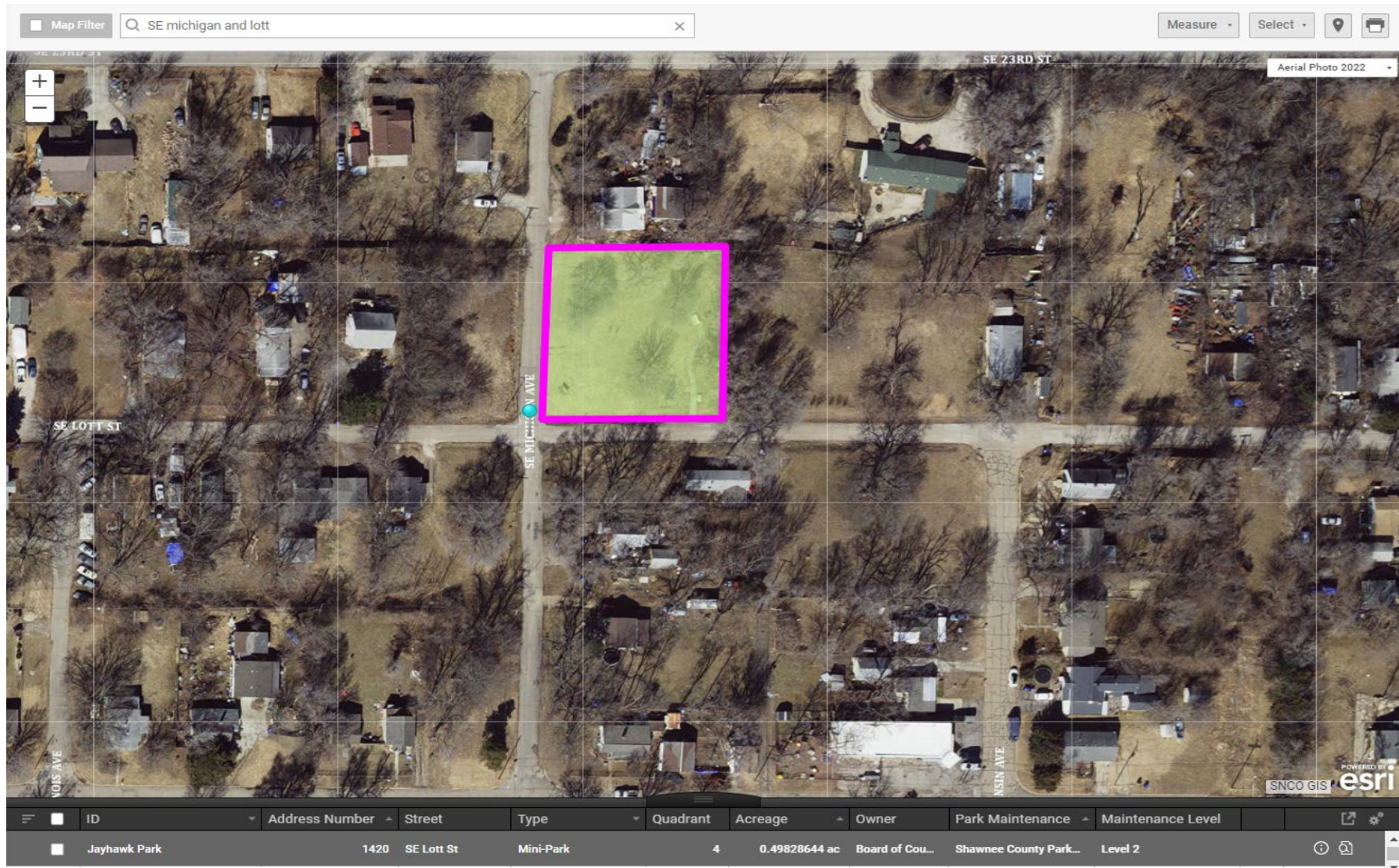
**Package C –**  
**Total Service**  
**Acres = 91.32**





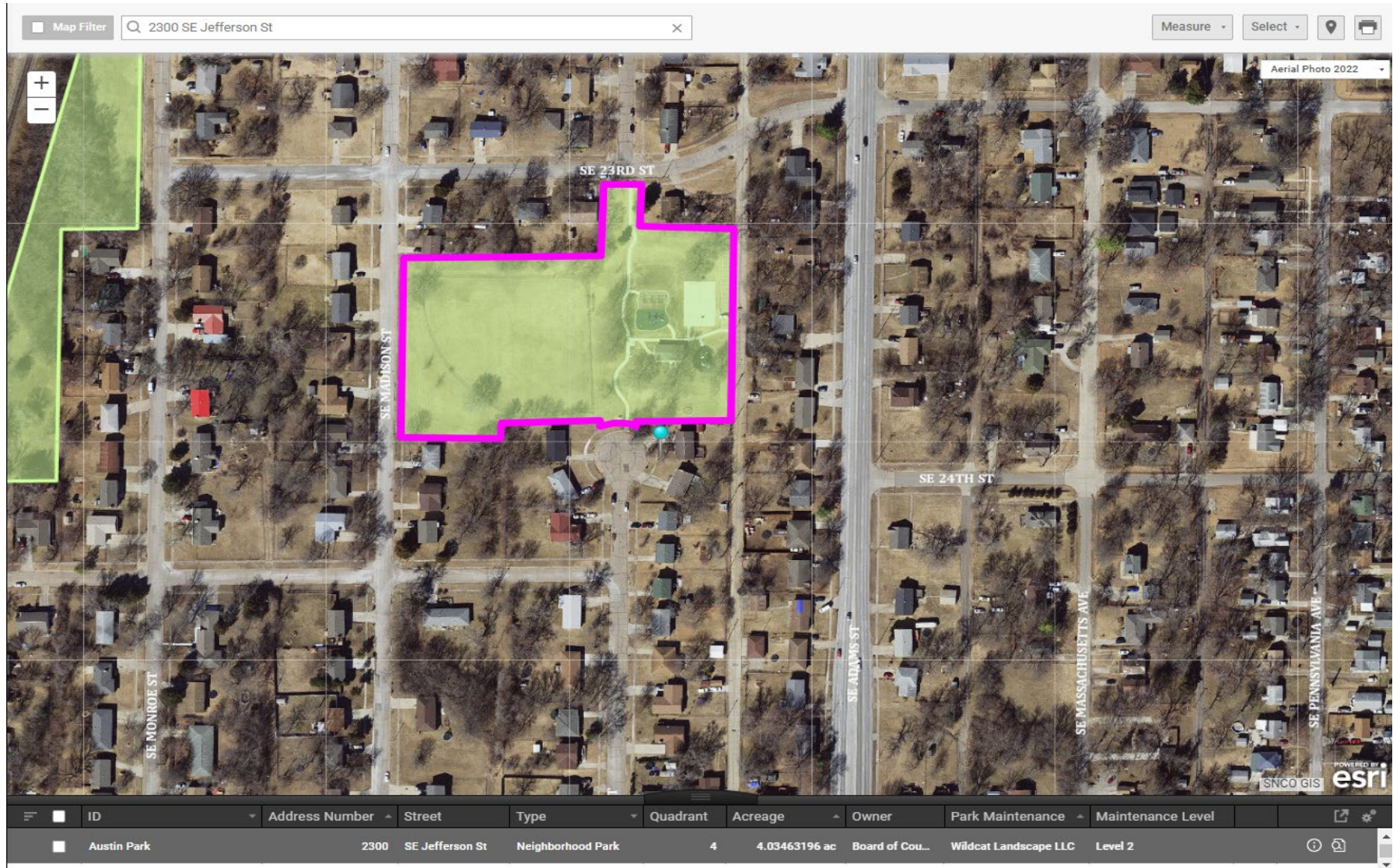
Jefferson Square Park - SE Monroe & Quincy





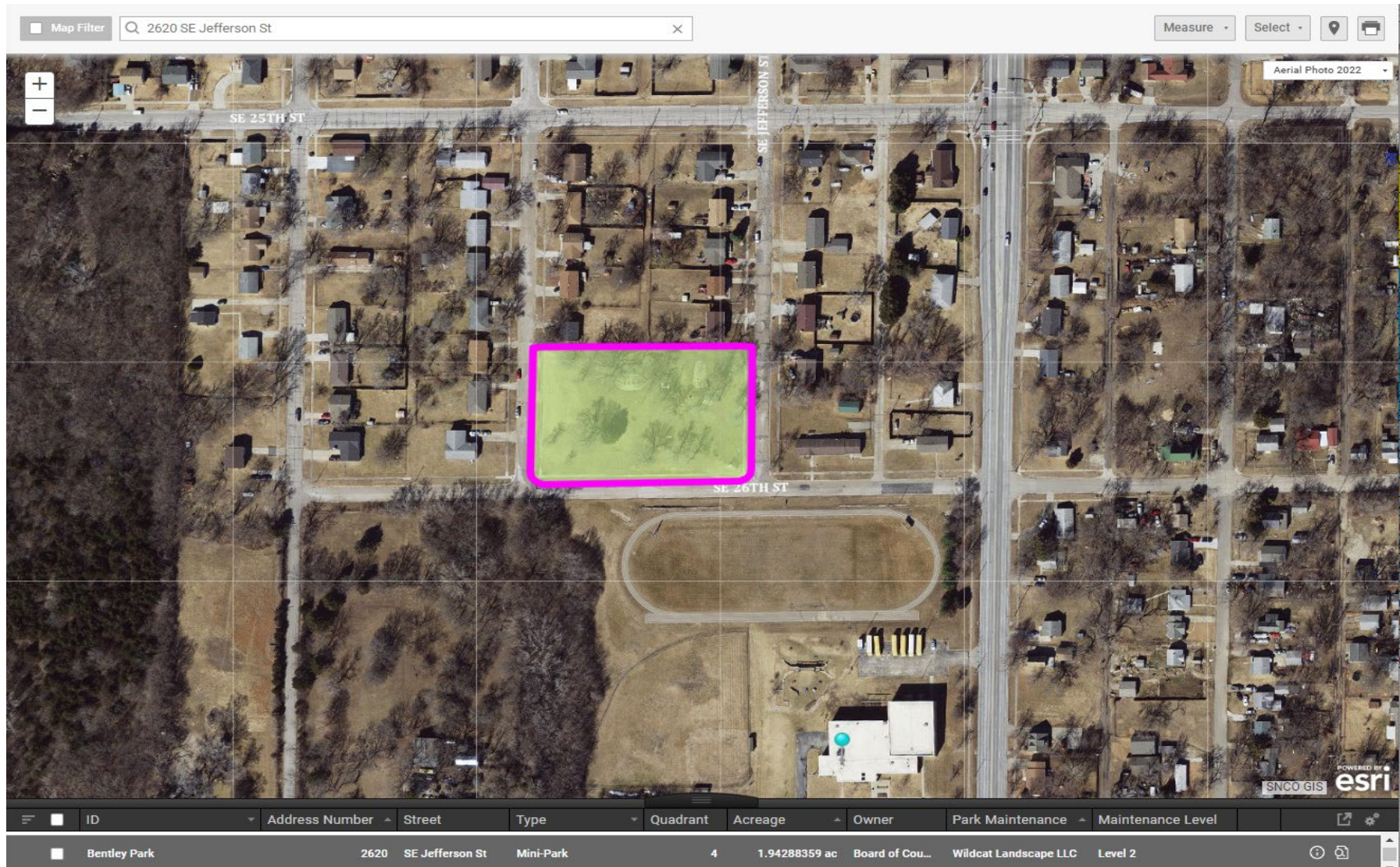
Jayhawk Park - SE Michigan & Lott





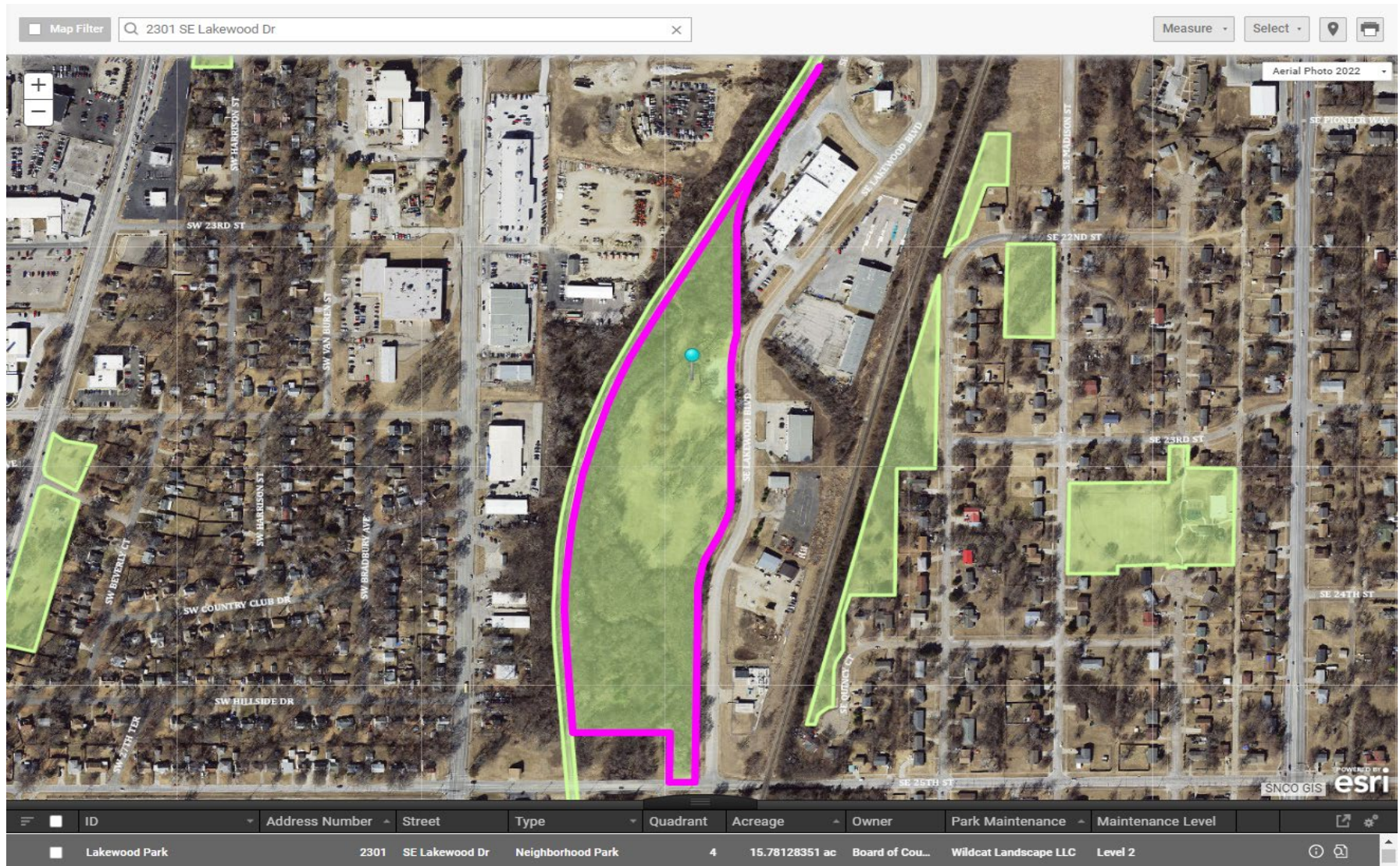
Austin Park - 2300 SE Jefferson





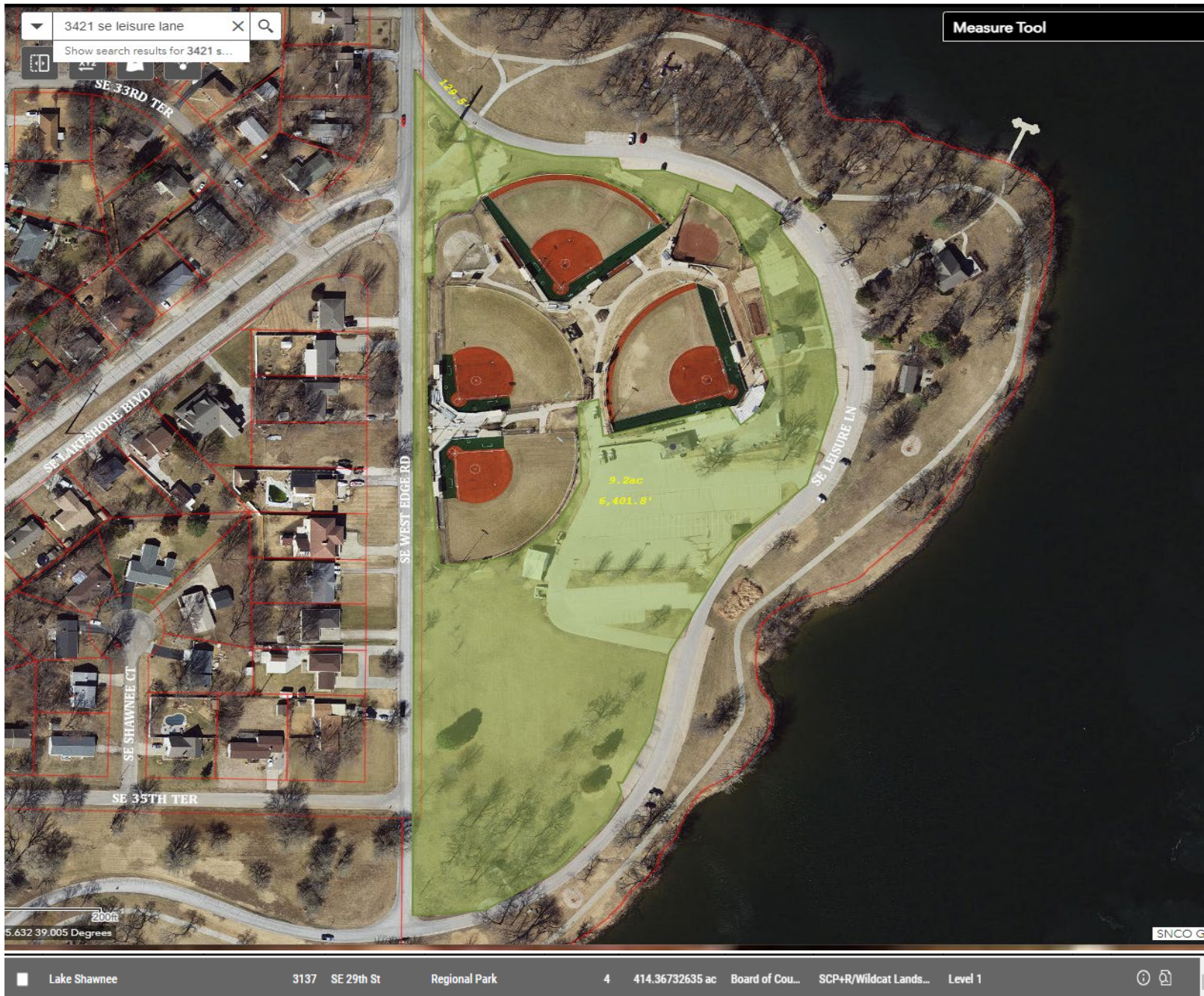
Bentley park - 2620 SE Jefferson





Lakewood Park - 2301 SE Lakewood





Envista Softball - 3421 SE Leisure Ln





Bettis Sports Complex - 3025 SE Croco





ID	Address Number	Street	Type	Quadrant	Acreage	Owner	Park Maintenance	Maintenance Level
Dornwood Park	2500	SE Highland Ave	Community Park	4	127.76790557 ac	Board of Cou...	SCP+R/Wildcat Lands...	Level 1

Dornwood Softball, Spray Park - 2815 SE 25th



**Package D –**  
**Total Service**  
**Acres = 40.4**

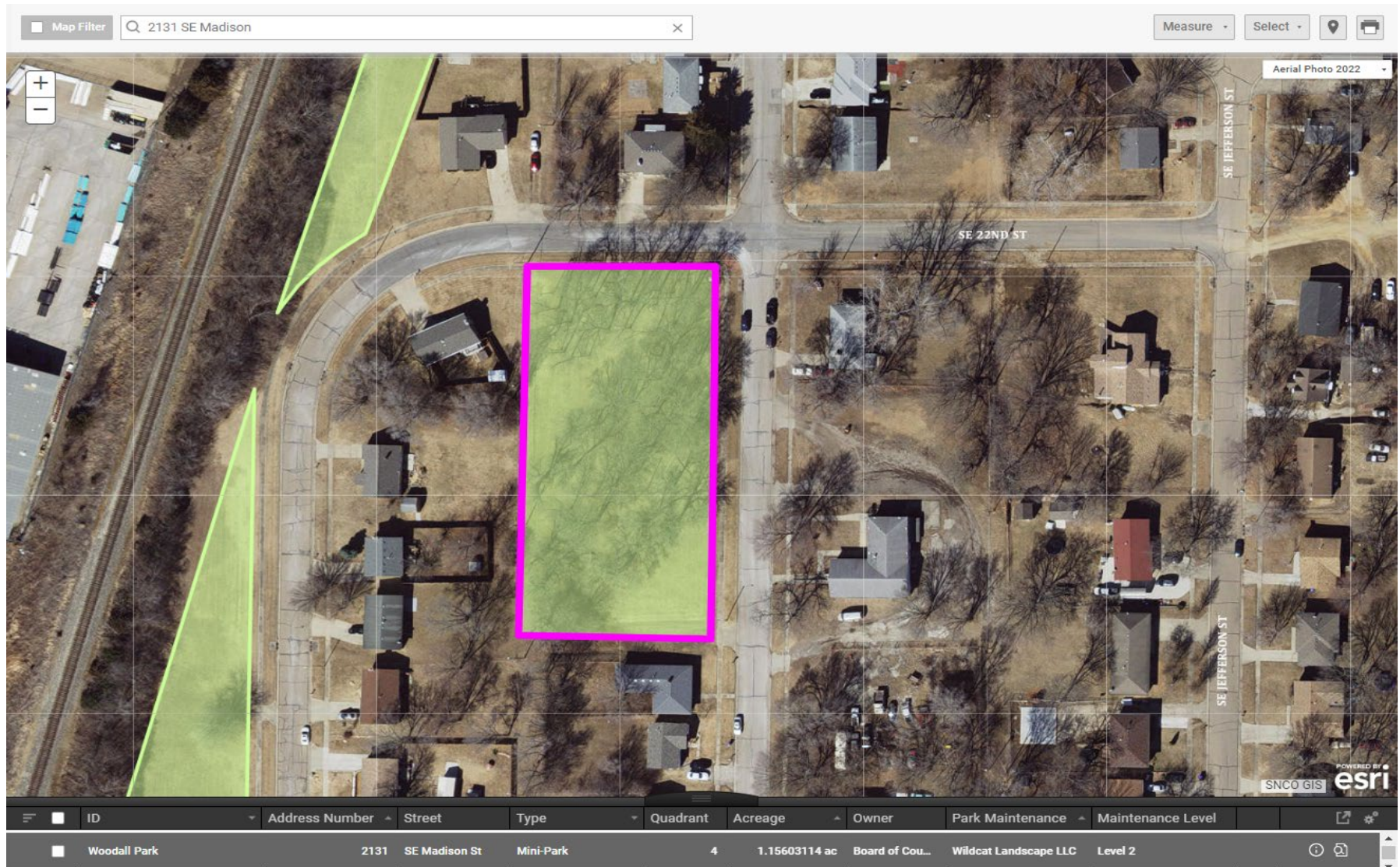










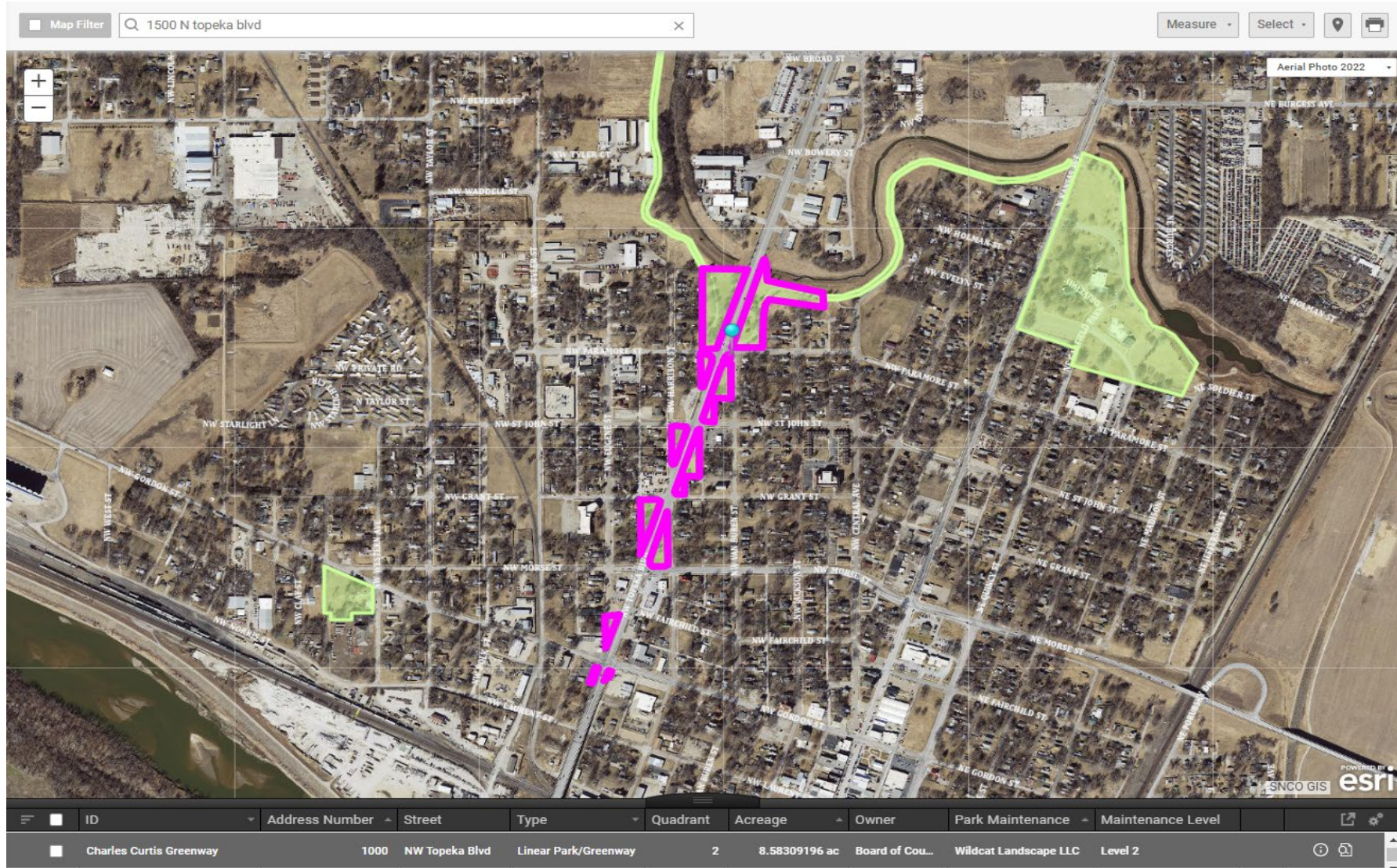


Woodall Park - 2131 SE Madison



**Package E –**  
**Total Service**  
**Acres = 49.1**





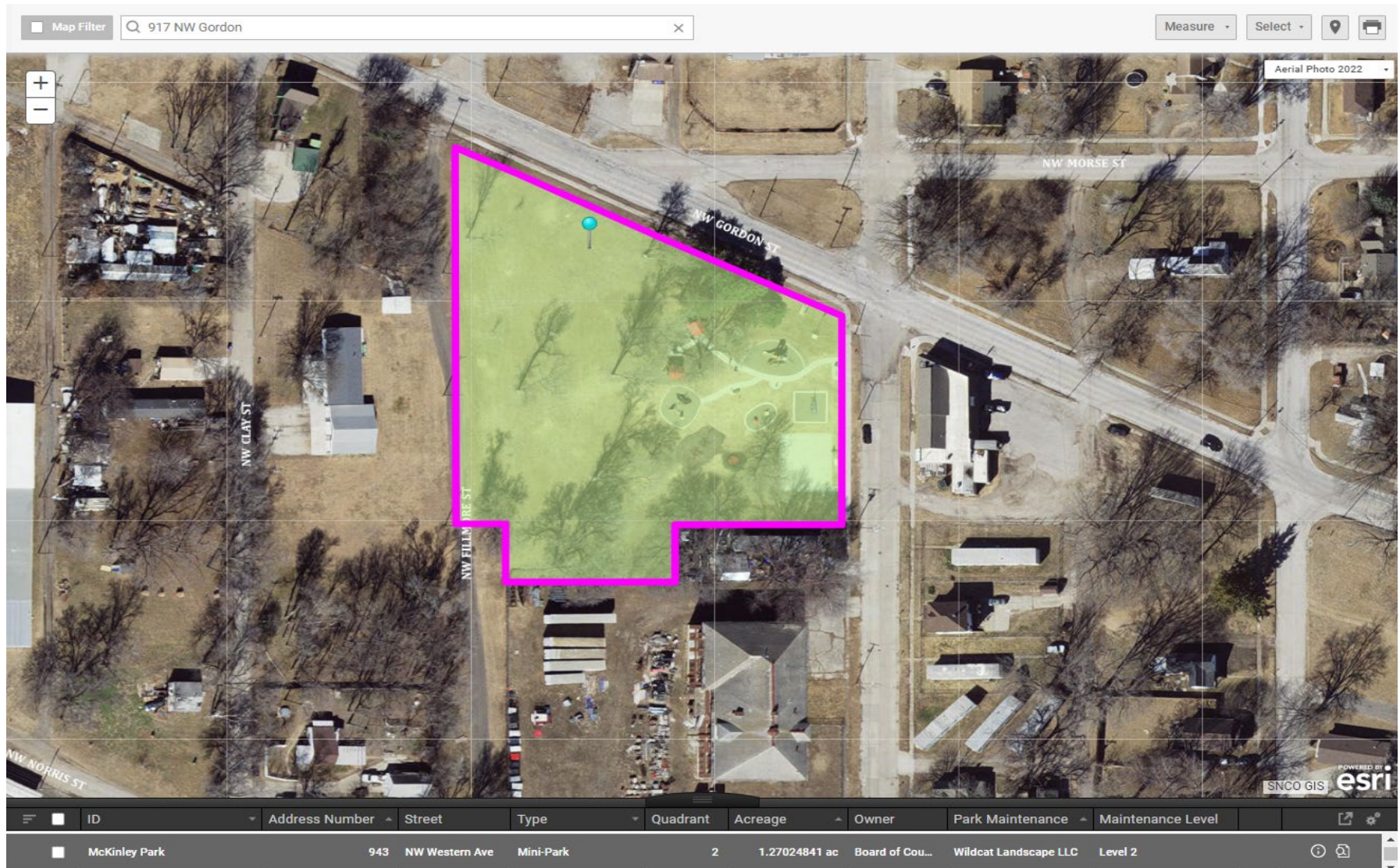
Charles Curtis Greenway - 100-1500 N Topeka





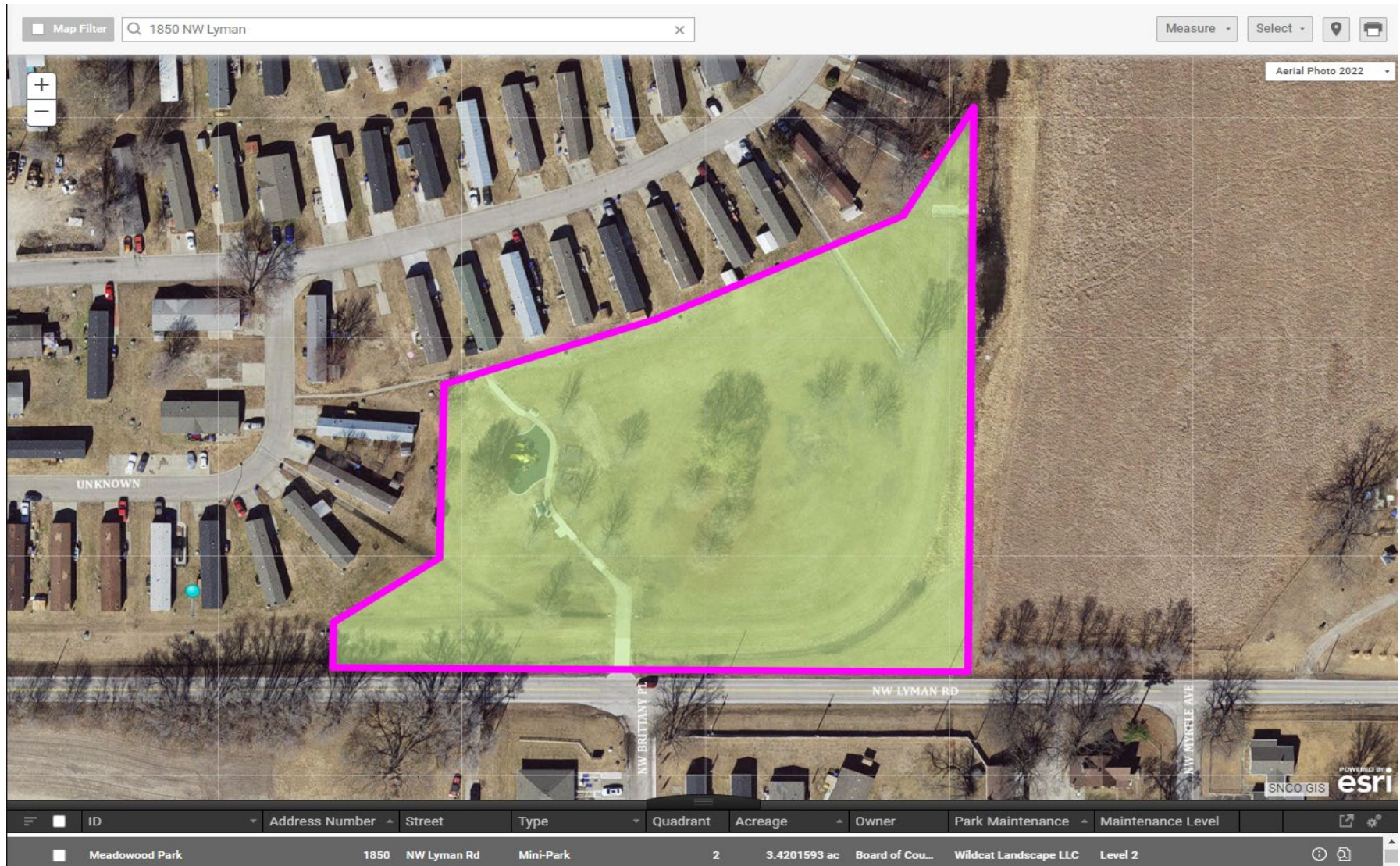
Garfield Park - 1600 NE Quincy





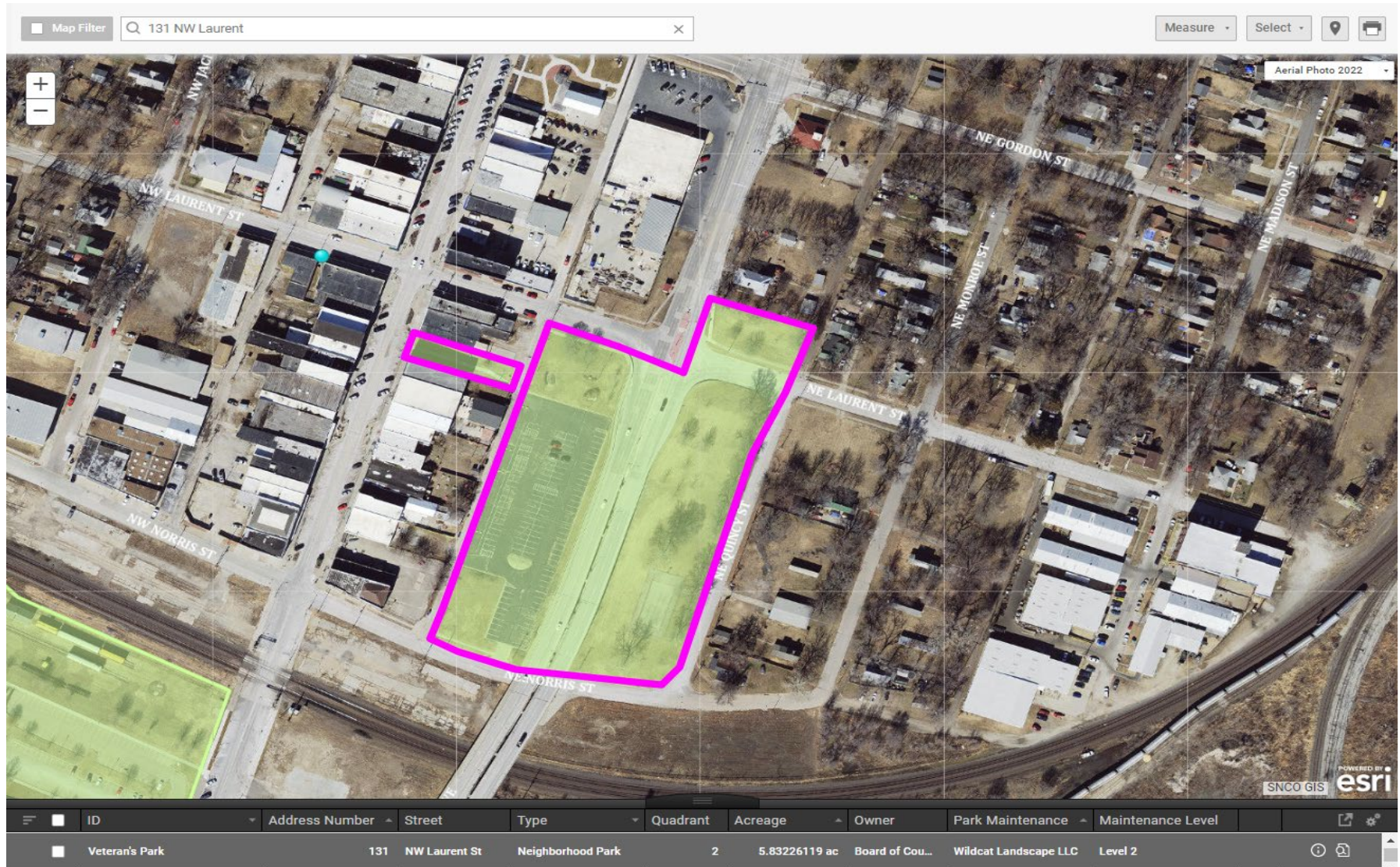
McKinley Park - 917 NW Gordon





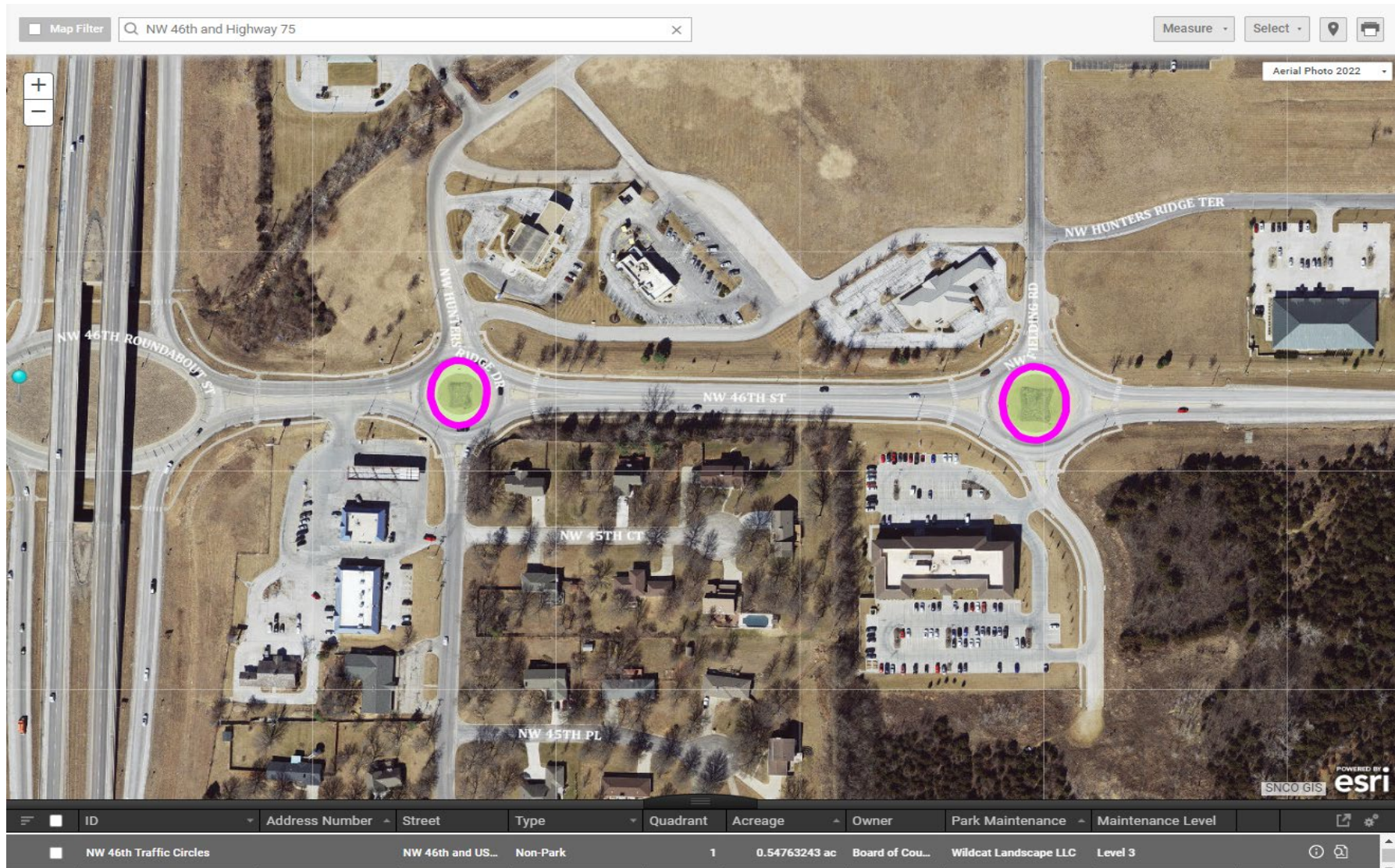
Meadowood park - 1850 NW Lyman





Veteran's Park - 131 NW Laurent





NW 46th St Roundabouts - NW 46th & Hwy 75



**Package F –**  
**Total Service**  
**Acres = 98.3**



Map Filter

900 NE Chester

Measure

Select

Aerial Photo 2022

NE GREEN ST

NE CHESTER AVE

NE WABASH AVE

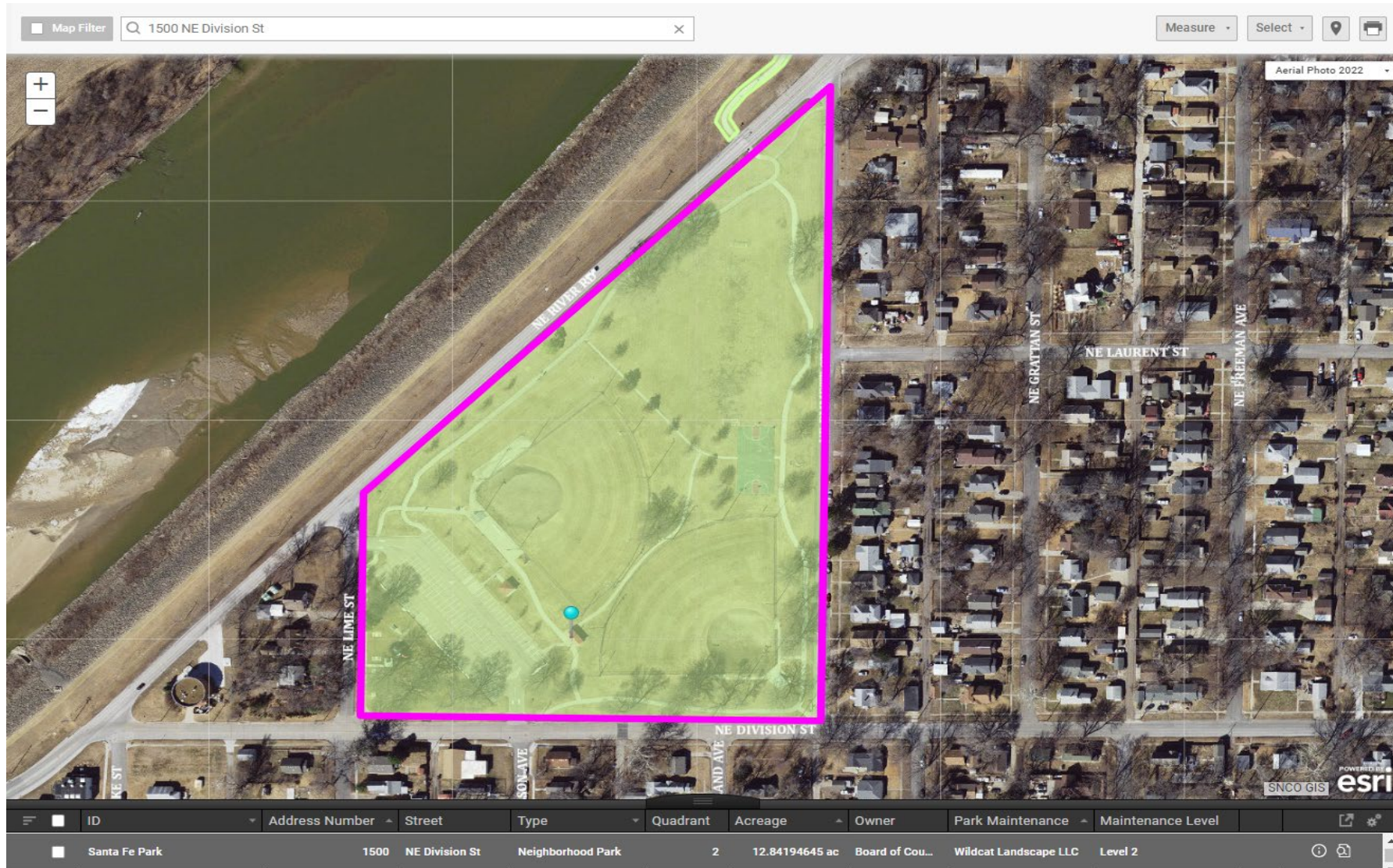
NE FOREST AVE

NE FAIRCHILD ST

ID	Address Number	Street	Type	Quadrant	Acreage	Owner	Park Maintenance	Maintenance Level
Little Oakland Park	900	NE Chester Ave	Mini-Park	2	2.22260195 ac	Board of Cou...	Wildcat Landscape LLC	Level 2

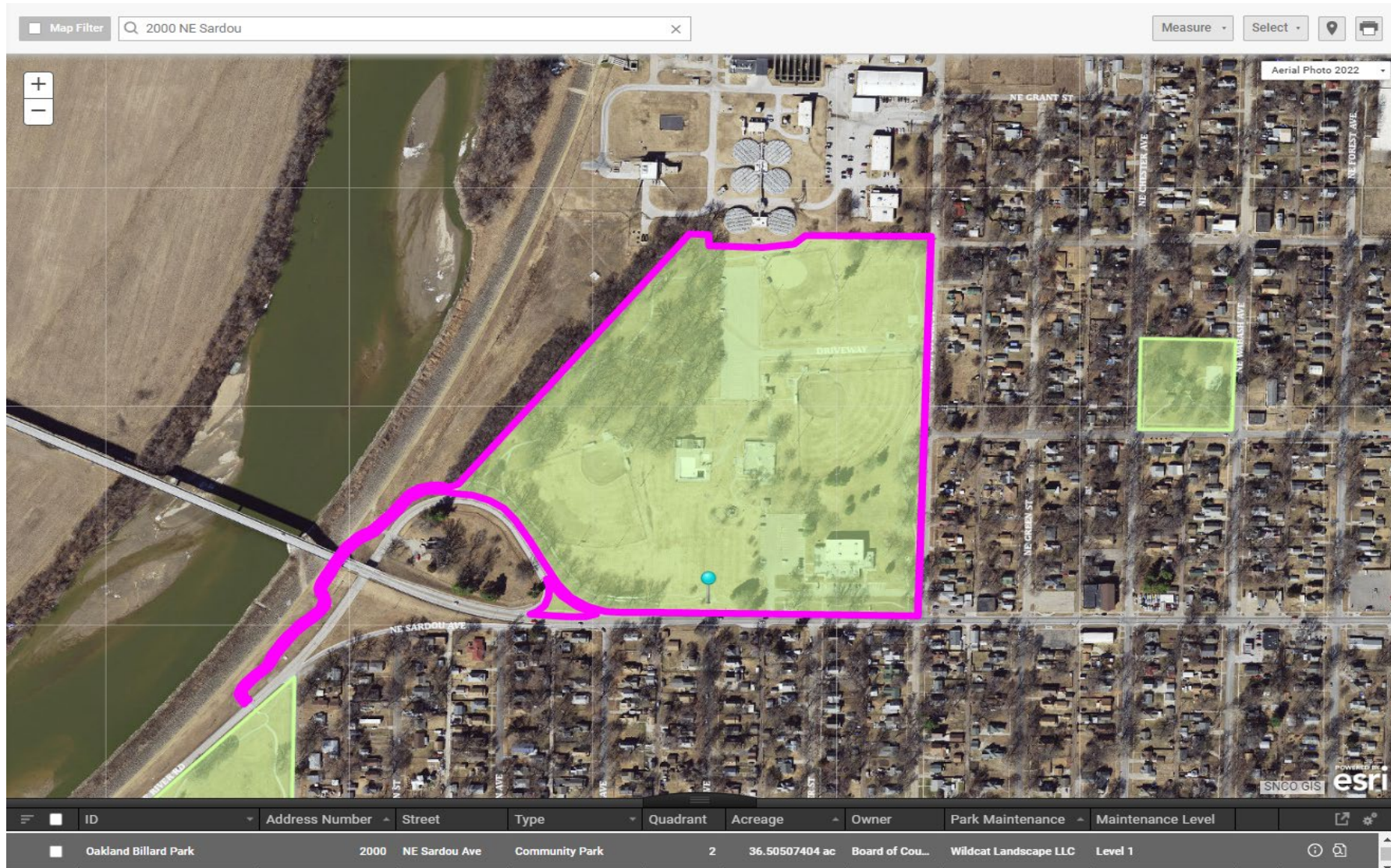
Little Oakland Park - 900 NE Chester





Santa Fe Park - 1500 NE Division





Oakland Billard Park - 2000 NE Sardou



300 ne 43rd st

Show search results for 300 ne ...

NE 46TH ST

NE 43RD ST

43ac  
11,997'

ID	Address Number	Street	Type	Quadrant	Acreage	Owner	Park Maintenance	Maintenance Level
Shawnee North Community P...	300	NE 43rd St	Regional Park	2	86.18032596 ac	Shawnee Cou...	Wildcat Landscape LLC	Level 1

Shawnee North Community Park - 300 NE 43rd