



The City of Merriam, Kansas is seeking a licensed, qualified contractor to provide landscape services for the Merriam Community Center.

Location

Merriam Community Center – 6040 Slater Street, Merriam, Kansas 66202

With an alternate bid to include Merriam Municipal Plaza:

Merriam City Hall – 9001 W 62nd Street, Merriam, Kansas 66202

Merriam Police Department - 9010 W 62nd Street, Merriam, Kansas 66202

A mandatory walk-through of facilities is scheduled for Friday, January 27, 2023, beginning promptly at 10:00 a.m. All interested parties must be present in the lobby of the Merriam Community Center by 10:00 a.m. to participate. Interested parties must attend walk-through to be considered in the bid process.

Contact

Caleb Hunt, Facilities Superintendent, Merriam Public Works

913-322-5574, chunt@merriam.org

Submittal Requirements

All proposals shall be in a sealed envelope and marked “Proposal for City of Merriam landscape services”

Detail specifications for “landscape services” are on file and copies for bids may be obtained from the Office of the City Clerk. Contractors submitting proposals that deviate from the specifications must provide details on any deviations or alternates proposed.

The City of Merriam reserves the right to accept or reject any and all proposals.

Proposals must be submitted to the City of Merriam, City Hall, 9001 W. 62nd Street, Merriam, Kansas 66202 prior to 10 a.m., Wednesday February 15, 2023, at which time they will be opened and reviewed. Once a proposal is chosen it will be subject to approval by Merriam City Council. Proposals that are received after 10 a.m., Wednesday, February 15, 2023, will not be considered. Preferences will be given to contractors who have experience working with other governmental entities. The City reserves the right

Vendor’s initials _____

to accept or reject any and all proposals and to waive any technicalities or irregularities therein. Proposals may be modified or withdrawn by written request of the bidder received in the Office of the City Clerk, prior to the time and date for the bid opening. No contractor may withdraw its proposal for a period of sixty (60) days after the date set for the opening thereof. All contractors agree that rejection shall create no liability on the part of the City because of rejection.

The following items must be included in the sealed envelope with the proposal:

- A. Proposal Form
- B. Contact information for three references
- C. Certificate of insurance

The City of Merriam is a Kansas municipality governed by the Kansas Open Records Act (KORA), K.S.A. 45-215 *et seq.* By submitting a bid, the bidder acknowledges that its bid, once opened, is presumed to be an open record under the KORA. If the bidder submits information that it believes to be subject to an exemption to disclosure under the KORA, the bidder must reference the particular exemption from mandatory disclosure outlined in the KORA. The words “Confidential” or “Proprietary” are not sufficient. The City of Merriam cannot guarantee the confidentiality of claimed material, however. Bidders specifically waive any claims against the City of Merriam related to the disclosure of any material if made pursuant to a public records request.

Contract Duration

The term of the contract shall be for one (1) year (beginning March 1, 2023), with the option to renew up to four (4) additional one (1) year terms.

The City of Merriam shall have the option to adjust landscaping tasks, hours, and schedule as needed. The City may request additional landscaping duties as it deems necessary, negotiated with the contractor under this agreement.

Insurance Required

The selected contractor shall, at its own expense, obtain and maintain the following insurance:

- (1) **General Liability**
 - General Aggregate: \$1,000,000
 - Products Completed Operations Aggregate: \$1,000,000
 - Personal & Advertising Injury: \$500,000
 - Each Occurrence: \$500,000
- Name City of Merriam as “Additional Insured.”**

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- (2) **Automobile Liability:** Policy shall protect the Contractor against claims for bodily injury and/or property damage arising from the ownership or use of all owned, hired and/or non-owned vehicles in an amount of no less than \$500,000, combined single limit.

Name City of Merriam as “Additional Insured.”

- (3) **Workers’ Compensation and Employer’s Liability:** This insurance shall protect the Contractor against all claims under applicable state workers’ compensation laws. The Contractor shall also be protected against claims for injury, disease, or death of employees that for any reason may not fall within the provisions of a workers’ compensation law. The policy limits shall not be less than the following:

Workers’ Compensation:	Statutory
Employer’s Liability:	
Bodily Injury by Accident	\$500,000 each accident
Bodily Injury by Disease	\$500,000 policy limit
Bodily Injury by Disease	\$500,000 each employee

If the Contractor has no employees, a waiver form provided by the City must be executed.

- (4) **Fidelity Bond:** Contractor agrees to purchase and maintain a fidelity bond for its officers, directors, agents, and employees in an amount no less than \$10,000.
- (5) **Subcontractor’s Insurance:** If a part of this Agreement is to be sublet, the Contractor shall either:
- (1) Cover all subcontractors under its insurance policies; or
 - (2) Require each subcontractor not so covered to secure insurance that will protect against applicable hazards or risks of loss as and in the minimum amounts designated herein.

References

Please provide a list of three (3) references documenting your experience. Each reference should include the name of the individual knowledgeable of your service, his/her title and a current telephone number. In addition, please provide:

- A. A listing of all business you currently provide landscape maintenance services for; and
- B. Information on the experience and/or qualification of personnel assigned to the project.

Sequencing and Scheduling

Upon acceptance of the Bid, the Contractor shall coordinate with the City to arrange a schedule of services and shall continue coordination at intervals set forth by the City. The City shall diligently endeavor to facilitate the Contractor’s work by providing reasonable access to all work areas. The City shall give reasonable notice to the Contractor of events that may interrupt the normal schedule of services. The Contractor shall provide the City with an Account Manager/Single Point of Contact for the duration of the contract.

Vendor’s initials _____

Scope of Work – Merriam Community Center – 6040 Slater Street

Landscape Tasks

1. Turf Maintenance - Weekly

- Turf areas should be mowed at the appropriate height to keep a neat appearance – approx. 3 – 3.5”
- Excessive clippings shall be collected and removed from the job at the end of each visit
- Fixtures in the turf areas are to be trimmed with weed trimmers
- Edging and trimming along curbs, walk-ways, bed edges and tree well shall be done to keep appearance neat
- Blow all paved areas (includes streets, parking areas, and walk-ways) free of clippings, leaves, and debris. **DO NOT** blow clippings, leaves or debris into storm drain
- Keep landscape beds free of weeds

Other Services

Spring and Fall clean-up shall be included in the contract as a separate line item

1. Spring Clean-Up

- Leaf removal from all beds
- Turning of landscape beds as appropriate
- Re-mulch all beds and tree wells to be completed in March

2. Fall Clean-Up

- Shall take place in late fall after all leaves have fallen
- Leaf removal from all turf areas and landscape beds
- Turning the mulch in landscape beds and tree wells

Other

- A. Secure all gates as required throughout the work shift.
- B. Advise proper personnel of any unusual conditions.

Schedule

Crews must perform the described landscape task Monday, Tuesday, Wednesday, Thursday or Friday between the hours of 6 am. - 7 p.m.

Optional additional service scheduled and be provided upon request with additional separate cost

Irrigation Services

- Irrigation Start-up
- Irrigation run-through
- Irrigation controller adjustment
- Irrigation winterization

Vendor's initials _____

Alternate Scope of Work – Merriam Municipal Plaza (City Hall and Police Department) – 9001 and 9010 W. 62nd Street

Landscape Tasks

1. Turf Maintenance - Weekly

- Turf areas should be mowed at the appropriate height to keep a neat appearance – approx. 3 – 3.5”
- Excessive clippings shall be collected and removed from the job at the end of each visit
- Fixtures in the turf areas are to be trimmed with weed trimmers
- Edging and trimming along curbs, walk-ways, bed edges and tree well shall be done to keep appearance neat
- Blow all paved areas (includes streets, parking areas, and walk-ways) free of clippings, leaves, and debris. **DO NOT** blow clippings, leaves or debris into storm drain
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Other

- A. Secure all gates as required throughout the work shift.
- B. Advise proper personnel of any unusual conditions.

Schedule

Crews must perform the described landscape task Monday, Tuesday, Wednesday, Thursday or Friday between the hours of 6 a.m. - 7 p.m. with the exception of the second and fourth Mondays of each month there shall be no work done after 4:30 p.m.

Vendor's initials _____

Base Bid Labor Estimates for Merriam Community Center

Work Description (item, unit measure)	Estimated Labor Per Occurrence	Occurrences Per Year	Total Annual Service Fee
1. Spring cleanup, (hrs. of labor per occurrence)		1	
2. Mowing & trimming of all turf areas, including cleanup after maintenance of all sidewalks, drives, etc. (hrs. of labor per occurrence)		30	
3. Flower beds' chemical & manual weeding & deadheading (hrs. of labor per occurrence, based on a May 15 installation date)		15	
4. Landscape planting bed & tree base weed removal by chemical & manual means (hrs. of labor per occurrence)		15	
5. Fall cleanup, includes summer annual flower removal. (hrs. of labor per occurrence)		1	
Optional Services			
Irrigation Start-up		1	
Irrigation run-through		1	
Irrigation controller adjustment		2	
Irrigation winterization		1	

Alternate Bid Labor Estimates for Merriam Municipal Plaza

Work Description (item, unit measure)	Estimated Labor Per Occurrence	Occurrences Per Year	Total Annual Service Fee
1. Spring cleanup, (hrs. of labor per occurrence)		1	
2. Mowing & trimming of all turf areas, including cleanup after maintenance of all sidewalks, drives, etc. (hrs. of labor per occurrence)		30	
3. Flower beds' chemical & manual weeding & deadheading (hrs. of labor per occurrence, based on a May 15 installation date)		15	
4. Landscape planting bed & tree base weed removal by chemical & manual means (hrs. of labor per occurrence)		15	
5. Fall cleanup, includes summer annual flower removal. (hrs. of labor per occurrence)		1	
Optional Services			
Irrigation Start-up		1	
Irrigation run-through		1	
Irrigation controller adjustment		2	
Irrigation winterization		1	

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The Undersigned certifies that he/she has the authority to bind the company and contract to supply the commodity or service in accordance with all the terms, conditions and pricing specified herein or to offer a "no bid" please type or print the information below.

Company Name	Telephone #
Street Address	Fax
City, State, Zip	E-Mail
Authorized Representative (Print)	Title
Authorized Signature	Date
Tax ID #	Entity Type (corporation, LLC, Sole Proprietor, Partnership)

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