REQUEST FOR PROPOSAL (RFP)

For

GROUNDKEEPING SERVICES

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PART 1: INTRODUCTION

The Pierce County Library System (Library) is a junior taxing district under the laws of the State of Washington established in 1946 as a rural library district under Chapter 27.12 RCW. The Library provides library services for the residents of unincorporated Pierce County, 15 annexed cities and towns (Bonney Lake, Buckley, DuPont, Eatonville, Edgewood, Fife, Gig Harbor, Lakewood, Milton, Orting, South Prairie, Steilacoom, Sumner, University Place, and Wilkeson). The total estimated population served is 613,600. More information about the Library may be found online at www.piercecountylibrary.org.

Thank you for your interest in proposing excellent groundskeeping services to the Library. The purpose of this RFP is for groundskeeping services to be delivered in a professional manner in accordance with the specifications contained in this RFP at the Bonney Lake, Buckley, Eatonville, Fife, Graham, Gig Harbor, Key Center, Lakewood, Parkland/Spanaway, South Hill, Steilacoom and Summit libraries, and at the Administrative Center and Library.

Anticipated Timeline

- RFP Announcement ............................................................. February 7, 2020
- Mandatory Site Visit ............................................................ February 12, 2020, 8:00 AM
- Final Questions Due............................................................. February 20, 2020, 2:00 PM
- RFP Responses Due From Library ........................................ February 25, 2020
- RFP Due to Library ............................................................... March 5, 2020, 10:00 AM
- RFP Opening ........................................................................ March 5, 2020, 10:05 AM
- Notice of Intent to Award .................................................... March 10, 2020
- Agreement Signing .............................................................. March 13, 2020
- Year 1 Agreement Implementation ..................................... April 1, 2020
- Year 1 Agreement Ending .................................................... March 31, 2021
- Potential Extension to Service Agreement ......................... 1 year increments (max 3 years)

PART 2: INSTRUCTIONS TO PROPOSERS

a) **MANDATORY SITE VISIT:** A mandatory site visit is scheduled for Thursday February 12, 2019 at 8:00 a.m. at the Pierce County Library Administrative Center and Library, located at 3005 112th St. E., Tacoma WA 98446. This site visit should take no more than two and a half (2.5) hours and will include visits to three (3) branches. Proposer is responsible for their own transportation and failure to attend these site visits will deem any subsequent proposal as non-responsive. Proposer’s that are on record as having completed a site visit to these properties for Groundskeeping RFP in the last 6 months will not be required and may choose not to attend without harm to their submissions.

b) **QUESTIONS ABOUT THE RFP:** It is the responsibility of all proposers to carefully review and read the entire RFP, and understand all terms, conditions, processes, and methods for responding to this RFP. All questions about this RFP should be directed to Kristina Cintron by email to kcintron@piercecountylibrary.org or by phone at 253-548-3454. Oral explanations or instructions given before the award of the Agreement will not be binding. Any information that is different from what is provided in this RFP and given to a prospective proposer concerning this RFP will be furnished to all prospective proposer as an amendment to the solicitation. The Library reserves
the right to share answers with other proposers, if such information is necessary to proposers in submitting proposals on the solicitation or if the lack of such information would be prejudicial to uninformed proposers. **All questions must be submitted by 2:00 p.m. February 20, 2020.**

c) **ACKNOWLEDGEMENT OF AMENDMENTS TO RFPS:** Proposers to the RFP must acknowledge receipt of an amendment by signing and returning the amendment or by a written letter. Such acknowledgment must be received prior to the opening.

d) **BID SUBMISSION:** To be considered, proposers must submit two (2) complete copies of their proposals in a sealed envelope. The proposals shall be addressed as follows:

```
Pierce County Library System  
Attention: Kristina Cintron  
3005 112th Street East  
Tacoma, WA 98446-2215  
Sealed Proposal for: PCLS Groundskeeping Services
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Telegraphic or electronic proposals will not be considered.

e) **DATE OF SUBMISSION: SEALED PROPOSALS MUST BE SUBMITTED NO LATER THAN 10:00 AM ON MARCH 5, 2020:** Submissions received late may be deemed not responsive and may not be considered, at the Library's discretion. The Library reserves the right to extend the date of submission and will provide due notice of such date extension.

f) **SIGNATURES:** A corporate official who has been authorized to make such commitments must sign the proposal.

g) **WITHDRAWAL OR MODIFICATIONS OF PROPOSAL:** The proposer may, without prejudice, modify or withdraw their proposal by written request, provided that the proposal and any withdrawal request are received by the Library prior to the date of submission above. Following the withdrawal of a proposal, the proposer may submit a new proposal provided it is received by the Library at the address and by the Date of Submission.

h) **REJECTION OF PROPOSALS:** The Library reserves the right to reject any and all proposals without penalty and for any cause.

i) **PROPOSAL PROCEDURES AND FORMS:** Proposers must comply with the specifications and requirements attached. Proposers may submit additional information with their proposals as desired.

j) **VALIDITY OF PRICES:** Proposers must confirm in writing that prices quoted will be valid and in effect for a minimum of 60 days after proposal opening.

k) **PROPOSAL OPENING:** All proposals will be opened by 10:05 a.m. March 5, 2020 in a non-public opening, and each proposal shall be evaluated on a number of criteria, to include cost, performance, references, and other qualities the Library deems necessary to select the most
qualified servicer. The Library will submit a Notice of Intent to Award to the apparent successful proposer (Vendor) by March 10, 2020.

l) SERVICE AGREEMENT: Upon Notice of Intent to Award, a service agreement (Agreement) will be negotiated and ratified, with all terms and conditions contained herein, along with any other provisions necessary to carry out the Agreement. Should an Agreement not be ratified by April 1, 2020, the Library reserves the right to negotiate with the next qualified proposer, or at its sole discretion, conduct a new request for proposal.

m) PUBLIC DISCLOSURE OF AWARDED PROPOSAL: The Library reserves the right to treat all proposals with confidentiality prior to award. After award of the Agreement, all proposals will fall under the requirement by Washington State law (Chapter 42.17 RCW) that obligates the Library to make the document available for public inspection, if requested.

n) PREVAILING WAGES: Per the public works definition in RCW 39.040.010 and prevailing wage definition of RCW 39.12, workers of any vendor, contractors, subcontractors, and lower tier subcontractors on all Library service agreements shall be paid the “prevailing rate of wage” including usual benefits. It is understood that the successful Vendor is responsible for obtaining and completing any required government forms and appropriately submitting them. Upon request, Vendor is required to provide certified payroll to Library showing the payment of prevailing wage.

o) NON-DISCRIMINATION AND WORKPLACE SAFETY: The Vendor agrees to abide by all federal, state, and local laws, rules and regulations prohibiting discrimination in employment and the controlling of workplace safety. The Vendor shall provide personal protective equipment as required by law. Violations of applicable laws, rules or regulations may result in termination of this Agreement.

p) ENVIRONMENTAL PROTECTION: The Vendor shall abide by all federal, state, and local laws regarding the protection of the environment. The Vendor shall also be responsible for reporting such violations as pertain to this work to the Library and other applicable agencies upon discovery of such in a timely manner. Violations of applicable laws, rules or regulations may result in termination of this Agreement.

q) CANCELLATION: The Library may cancel this Agreement or any part thereof by written notice at any time without penalty if the Vendor fails to comply with the terms, instructions, specifications, and delivery completion dates, or fail to perform the services with diligence.

r) SERVICE AGREEMENT ADMINISTRATOR: The administrator of this Agreement will be: Kristina Cintron, Facilities Manager.

s) REFERENCES: List the names and addresses of three (3) customers with multiple locations, for whom the proposer has provided similar services and scope of work. Include dates, contact persons, and telephone numbers. Should any reference submitted by the proposer be found unsatisfactory, the Library, at its sole option, may reject that proposer’s offer. The Library shall be the sole judge in determining a satisfactory or unsatisfactory reference response. References must be submitted with the proposal.
## References

1. **Company Name**
   **Company Address**
   **Company Phone**
   **Contact Person**
   **Dates**

2. **Company Name**
   **Company Address**
   **Company Phone**
   **Contact Person**
   **Dates**

3. **Company Name**
   **Company Address**
   **Company Phone**
   **Contact Person**
   **Dates**

## Declarations:

The undersigned proposer declares that he/she has read and fully understands the Request for Proposal and agrees to all of the terms, conditions, and provisions contained therein; and he/she proposes and agrees that if his/her proposal as submitted and the proposal be accepted, he/she will enter into a Service Agreement to perform in accordance with the specifications and proposals. Said price is to include and cover all materials, labor, supervision, overhead, profit, and taxes to complete the job to the Library’s satisfaction.

**PROPOSAL SUBMITTED BY:**

________________________________________________  ________________________
Signature of Authorized Representative               Firm Name

________________________________________________  ________________________
Printed Name                                          Address

________________________________________________  ________________________
Title                                                City, State, Zip Code

________________________________________________  ________________________
Date                                                 Telephone/ Fax Number
PART 3: TERMS AND CONDITIONS

a) **GENERAL:** Vendor agrees to furnish at its expense all necessary labor, materials, equipment and related supplies to satisfy the requirements of this Service Agreement. The Vendor may use exterior utilities for the performance of the Agreement. The Vendor’s employees shall not interfere with the library’s operation.

Vendor’s selection and use of subcontractors, other vendors, and materials otherwise not specified herein may be utilized or used, subject to Library’s approval.

The Vendor shall provide all supervision and labor utilizing Washington State Labor & Industry Prevailing Wage Guidelines. The Vendor shall ensure that all personnel assigned under this Agreement possess suitable qualifications to perform their work assignments. The Library may request Certified Payroll at any time to inspect and document claims of prevailing wages.

Vendor’s personnel must be licensed and hold permits as required by all Federal, State and local jurisdictions. Such licenses and permits will be displayed prominently. A list of all current applicable licenses including expiration dates must be provided prior to the start of services included herein. The Library must be notified of any change.

All Vendor equipment, materials, supplies, fuel and debris must be transported to and from all sites. There is no on-site storage for the Vendor’s equipment of materials.

Safety Data Sheets for any substances used by the Vendor to perform the work included in this Agreement must be presented to the Library’s Facilities Management prior to the start of the Agreement. Any new hazardous substances must be approved by the Library’s Facilities Manager in advance and prior to it being used at any library location. The proper use as outlined in the manufacturers SDS shall be followed.

The Vendor’s personnel shall observe all WISHA/OSHA safety regulations, particularly where safety of building occupants is concerned. No exceptions. The Vendor will provide and maintain all the necessary equipment for the performance of the Agreement in accord with federal, state and local safety regulations. If two or more code regulations or rules conflict the most stringent will apply. The Vendor will keep all equipment in safe operating condition. Equipment found to be defective or hazardous shall be removed from library property, and repaired or replaced, at the Vendor’s expense. All power equipment will be attended to and monitored at all times. All cutting equipment will be maintained in safe working order and not left unattended.

b) **DAMAGE TO PROPERTY:** The Vendor will report any deviations discovered while performing the work of this Agreement. This may include the misuse of the property by individuals or staff, vandalism, any negative site conditions such as septic, drainage, or irrigation problems, as well as damage to the irrigation, lawns, shrubs, or trees caused by weather, diseases, pests, vandals, etc. All such occurrences are to be reported immediately to the Library.
The Vendor is required to report any damage caused by the Vendor to Library owned buildings, vehicles or property, or to privately owned vehicles or property. Further, the Vendor and any subcontractor’s may be held responsible for repairing any damage caused to Library or private properties during the course of their work.

In the event no such report has been made and it can be demonstrated that the damage was caused in the course of performing the tasks herein, the Vendor may be held responsible for any repairs at the Vendor’s expense and in a timely manner at no additional cost to the Library. In such instances, any determination and final decision regarding suspected damage caused in the course of fulfilling the terms of this Agreement will be made at the sole discretion of the Pierce County Library Facilities Manager in the fairest manner possible. The Vendor will be consulted.

If the Vendor fails to correct such problems in a timely manner, as deemed by the Library Facilities Manager, Pierce County Library may elect to have the corrective work performed and bill the Vendor for all associated costs and recompense. Failure to comply will be considered grounds for Agreement termination.

c) ACCOUNT REPRESENTATIVE: The Vendor will provide an Account Representative acting as the primary contact person for all communications with the Library. The Account Representative shall have the responsibility of monitoring quality, work performance, scheduling, correcting problems, modifying processes, suggesting improvements to services, and meet with Library representatives for quarterly reviews or when requested. The Vendor must provide a contact person or answering service to respond to requests Monday-Friday 8:00AM to 5:00PM with a response within 24 hours.

As requested by the Library, a thorough inspection of the quality of work related to this Agreement must be performed by the Vendor’s assigned Account Representative. The inspection may be at any number of the locations served herein. The assigned Account Representative must be involved in and attend the inspection and must occur within 48 hours of being requested in writing (or email). A brief informative inspection report must be submitted to the Library’s Facilities Manager within 24 hours of completing the inspection.

a) NON-ASSIGNMENT: The Vendor may not assign any rights or any duties under this Agreement without the Library’s prior written consent. Such consent must be in writing and received no less than thirty (30) days prior to the date of any proposed assignment and/or delegation.

b) SUPERVISION: The Vendor shall supervise and direct the work in relation to this Agreement using the Vendor’s best skill and attention. The Vendor shall be solely responsible for and have control over the means, methods, techniques, sequences and procedures, and for coordinating portions applicable to this Agreement. The Vendor shall enforce strict discipline and good order among the Vendor’s employees and other persons carrying out work in accordance to this Agreement. The Vendor shall not permit employment of unfit persons or persons not skilled in tasks assigned to them, according to the specifications contained herein.
c) **SEVERABILITY:** The invalidity or unenforceability of any provision in any resultant Agreement shall not affect the other provisions hereof, and the Agreement shall be construed in all respects as if such invalid or unenforceable provisions were omitted.

d) **INDEMNIFICATION AND HOLD HARMLESS:** The Vendor shall protect, defend, indemnify, and hold the Library, its agents, employees, officials harmless from, and shall process and defend at its own expense any and all claims, demands, suits, penalties, losses, damages, or costs of any kind whatsoever (hereinafter “claims”) brought against the Library arising out of or incident to the execution of, performance of, or failure to perform this Agreement; PROVIDED, however, that if such claims are caused by or the result from the concurrent negligence of the Vendor, its agents, employees, an/ or officers and the Library, its agents, employees, and/ or officers, this paragraph shall be valid and enforceable only to the extent of negligence of the Vendor, its agents, employees, and/ or officers; and PROVIDED/FURTHER that nothing in this paragraph shall require the Vendor to indemnify, hold harmless, or defend the Library, its agents, employees, and/ or other officers from any claims caused by or resulting from the sole negligence of the Library, its agents, employees, and/ or officers. The Vendor’s obligation under this paragraph shall include indemnification for made by the Vendor’s own employees or agents. For this purpose, the Vendor, by mutual negotiation, hereby waives, with respect to the Library only, any immunity that would otherwise be available against such claims under the Industrial Insurance provisions of Chapter 51 of the RCW. In the event the Library incurs any judgment, award, and or cost arising there from including attorney’s fees to enforce the provisions of this paragraph, and such fees, expenses, and costs shall be recoverable from the Vendor.

e) **PUBLIC RECORDS ACT/CONFIDENTIALITY:** Notwithstanding any other provision herein, Vendor recognizes that Library is a public agency subject the state Public Records Act, RCW 42.56. Upon receipt of a public record request for any material which is the subject of this Agreement, Library will promptly notify Vendor of the request and Vendor will promptly elect whether it will at its own expense commence court action to protect the material from disclosure. If Vendor does elect to seek such protection, Vendor will fully defend and indemnify Library from any liability, including attorney fees and statutory penalties, which may arise under the Public Records Act in connection with the request.

f) **TERMINATION FOR CONVENIENCE:** The Library for its convenience may terminate this Agreement, in whole or in part, at any time by written notice sent certified mail, return receipt requested, to the Vendor. After receipt of a Notice of Termination, and except as directed by the Agreement administrator, the Vendor shall immediately stop work as directed in the Notice, and comply with all other requirements in the Notice. The Vendor shall be paid its costs, including necessary and reasonable Agreement close-out costs and profit on that portion of the work satisfactorily performed up to the date if termination as specifies in the Notice. The Vendor shall promptly submit its request for the termination payment, together with detailed supporting documentation. If the Vendor has any property in its possession belong to the Library, the Vendor will account for the same and dispose of it in the manner the Library directs.

g) **TERMINATION FOR DEFAULT:** In addition to termination for convenience, if the Vendor does not deliver supplies in accordance with the delivery schedule, or if the Agreement is for services and the Vendor fails to perform in the manner called for in the Agreement, the Library may terminate
this Agreement, in whole or in part, for default. Termination shall be effected by serving a Notice of Termination by certified mail, return receipt requested, on the Vendor setting forth the manner in which the Vendor is in default and the effective date of termination; provided that the Vendor shall have ten (10) calendar days to cure the default. The Vendor will be only paid for goods delivered and accepted, or services performed in accordance with the manner of performance set forth in the Agreement less any damages to the Library caused by default. The termination of this Agreement shall in no way relieve the Vendor from any of its obligations under this Agreement nor limit the rights and remedies of the Library hereunder in any manner.

h) **TERMINATION FOR NON-APPROPRIATION:** This Agreement is cancelable at the end of the fiscal period for non-appropriation of funds by the Library Board of Trustees. Such cancellation shall be upon thirty (30) days written notice to the Vendor. The Library’s fiscal period ends December 31 of each year.

If the Agreement is terminated as provided in this subsection, the Library will be liable only for payment in accordance with the terms of this Agreement for services rendered prior to the effective date of termination, and the Vendor shall be released from any obligation to provide further services pursuant to the Agreement as are affected by the termination. Funding under this Agreement beyond the current appropriation is conditional upon the appropriation by the Library Board of Trustees of sufficient funds to support the activities described in the Agreement. Should such an appropriation not be approved, this Agreement will terminate at the close of the current appropriation year.

i) **SERVICE AGREEMENT EXTENSION:** The Agreement period may be extended in one-year increments for two additional one-year periods, in accordance with the best interest and the sole option of the Library and with proper notice provided in writing. Prices shall remain firm for the duration of the Agreement period. Reasonable price changes may be made after the initial Agreement period. Thirty days prior to the renewal date, the Vendor shall submit documentation to the Library justifying the price change. The Library will evaluate this information to determine if the pricing is considered fair and reasonable. Requests for any such changes are made in writing to the Facilities Manager, Kristina Cintron. Any agreed upon change shall take effect at the time of the Agreement extension and shall remain in effect throughout the extension period. The parties hereto recognize that such changes could be increases or decreases in prices; both parties are entitled to benefit from such price changes. The Library will not be bound by prices contained in an invoice that are higher than those authorized by the Library in writing. Additionally, such invoices may be rejected and returned to the Vendor for a correct invoice. Any approved price increase shall take effect at the time of the Agreement extension and remain in effect for the subsequent Agreement extension period.

j) **RETAINAGE:** In accordance with RCW 60.28.11, the Library will retain five percent (5.00%) of all payments. The Vendor may choose to have it:

1. Retained in a fund managed by the Library; or

2. Deposited by the Library into an interest bearing account in a bank, mutual saving bank, or savings and loan association. Interest on moneys reserved by the Library under the provision of this Agreement shall be paid to the Vendor; or
3. Placed in escrow with the bank or trust company by the Library. When the money reserved is placed in escrow, the Library shall issue a check representing the sum of the moneys reserved payable to the bank or trust company and the Vendor jointly. This check shall be converted into bonds, and securities shall be held in escrow. Interest on the bonds and securities shall be paid to the Vendor as the interest accrues.

In lieu of retainage, the Vendor may submit a retainage bond. If elected, retainage bond must be submitted within 30 days of Agreement signing; any retainage withheld shall then be paid immediately to Vendor.

k) **INSURANCE:** The Vendor shall furnish to the Library prior to Year 1’s Implementation date copies of all applicable liability insurance and applicable documentation as specified below:

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<tr>
<th>Coverage</th>
<th>Limits of Liability</th>
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<tbody>
<tr>
<td>General Liability Insurance</td>
<td>$1,000,000 each occurrence</td>
</tr>
<tr>
<td></td>
<td>$2,000,000 aggregate</td>
</tr>
<tr>
<td>Automotive Liability Insurance</td>
<td>$1,000,000</td>
</tr>
<tr>
<td>Umbrella/Excess Liability Insurance</td>
<td>$5,000,000</td>
</tr>
</tbody>
</table>

All insurance policies shall be endorsed with the following declaration, “Pierce County Library System, its officials and employees are covered as additional insured.”

l) **PAYMENT:** The Vendor will submit an invoice monthly for each property. Vendor must be able to accept Credit Cards for payment of invoices. The Library will make payments (less retainage) upon delivery and acceptance of the services by the Library and upon receipt of an acceptable invoice.

m) **TAXES:** The Vendor shall include applicable taxes by location on all invoices, and Library shall make payment to Vendor for said taxes. It is Vendor’s sole responsibility to ensure all taxes are paid in accordance to all applicable laws.
PART 4: STATEMENT OF PIERCE COUNTY LIBRARY SYSTEM RESPONSIBILITIES

The Vendor must provide a comprehensive statement identifying the exact tasks, and other needs that are the responsibility of the Library as a part of an Agreement. Any items not included in this statement will become the responsibility of the Vendor. This includes cost, coordination, and labor required to complete all work associated with the project as defined in this RFP.

PART 5: SPECIFICATIONS

The Vendor shall provide groundskeeping services as described herein for the below listed areas of the Library in accordance with accepted standards of said services:

- Bonney Lake: 18501 90th Street East, Bonney Lake WA 98390
- Buckley: 123 South River Ave., Buckley WA 98321
- Eatonville: 205 Center Street W., Eatonville WA 98328
- Fife: 6622 20th St. East, Fife, WA. 98424
- Gig Harbor: 4424 Point Fosdick Dr. N.W., Gig Harbor WA 98335
- Graham: 9202 224th Street East, Graham WA 98338
- Key Center: 8905 Key Peninsula Hwy N., Lakebay WA 98349
- Lakewood: 6300 Wildaire Rd S.W., Lakewood WA 98499
- Parkland/ Spanaway: 13718 Pacific Ave, South, Tacoma WA 98444
- South Hill: 15420 Meridian East, Puyallup WA 98375
- Steilacoom: 2950 Steilacoom Blvd., Steilacoom WA 98388
- Summit: 5107 112th Street East, Tacoma WA 98446
- Administrative Center Library: 3005 112th Street East, Tacoma WA 98446

Parking lots and Grounds covered by this service agreement generally conform to the property lines shown on each of the properties in the attached Pierce County Parcel & Property Information Public GIS maps.
a) **LAWN CARE**: This is a performance-based Service Agreement. The frequency of visits will vary depending on seasonal conditions. The Vendor is responsible for visiting each site as often as necessary to maintain the specifications and conditions described herein the Agreement. Travel expenses are considered Vendor overhead. No consideration will be given for extra trips to perform specified services, or extra services performed.

- The grounds will be cleared of all debris, rubbish, and trash prior to each mowing and trimming. Excess clippings and debris are to be swept or blown away from sidewalks, paved areas, planting beds, and disposed of off-site appropriately by the Vendor.

- The Vendor is to provide professional high quality grounds maintenance at each scheduled visit. No work will commence earlier than 7:00AM unless approved in advance by the Library’s Facilities Manager and in accord with applicable local (noise) ordinances in order to minimize neighborhood disturbances and disruptions.

- Grass length must be maintained at an even height range of 1.25" minimum and a maximum of 3.5" at all times. The Vendor shall use a mulching lawnmower blade during each visit. The frequency for lawn mowing shall be determined by seasonal growth and the grass length range must be maintained. The Vendor must keep the lawns, beds, sidewalks, walkways, driveways, etc., clear and free of debris at time of each visit. Excess grass clippings must be collected and removed from the lawn area after each mowing and disposed of by the Vendor.

- Lawn areas inaccessible to mowers will be weed whacked and trimmed, including those along shrub beds, walks, buildings, driveways, or fence lines, etc. All lawn areas abutting shrub beds, walks, driveways, etc., will be kept properly edged with a cut edge and free of leaves and debris during each scheduled visit.

b) **FERTILIZER TREATMENTS**: The Library prefers not to use fertilizer treatments at its locations. Consideration will be given to the use of fertilizers, etc. if they are deemed necessary by the Vendor for appearance and if approved by the Library’s Facilities Manager in advance. If requested the application cost must be provided at the time the request is submitted to the Library’s Facilities Manager in accord with all Washington State prevailing wage laws and requirements. If approved for use, the proper fertilizer mix and application process must be carried out in accord with all applicable laws and regulations. The Vendor is required to use extreme care when applying fertilizer so as to not disseminate any of it, airborne or otherwise, around entrances, ventilation air intakes and louvers. Equipment used for fertilizer application is not to be used for other purposes.

c) **DISEASE TREATMENTS (FUNGICIDES, INSECTICIDES, ETC.):** The Library prefers not to use fungicide or insecticide treatments at its locations. Consideration will be given to the use of fungicides and or insecticides, etc. if they are deemed necessary by the Vendor for appearance and if approved by the by the Library’s Facilities Manager in advance. If requested the application cost must be provided at the time the request is submitted to the Library’s Facilities Manager in accord with all Washington State prevailing wage laws and requirements.

Fungicides, insecticides and the use of any chemicals for disease treatment are to be avoided if at all possible. If an alternative environmentally friendly method is available, it must be suggested
to the Library for approval prior to use. If approved for use, fungicides and or insecticides and the
use of any chemicals for disease treatment must be applied and carried out strictly in accord with
all applicable laws and regulations. The Vendor is required to use extreme care when applying
fungicides so as to not disseminate any of it, airborne or otherwise, around entrances, ventilation
air intakes and louvers. Equipment used for fungicide or insecticide application is not to be used
for other purposes.

d) **MOSS CONTROL:** A moss control application shall be applied to lawns once per year and the cost
for the application included within the annual Agreement cost for all locations included herein.
The appropriate moss control treatment shall be applied utilizing the manufacturer’s
recommendation for the appropriate level of application (and one week prior to any fertilizer
application, if not used if used in combination, and if approved and authorized).

It shall be spread on a day when there is no perceptible wind and the spreader can cover all areas
evenly per manufacturer’s specifications. No moss control treatment shall be applied to the beds
of shrubs and/or trees. Moss control is to be thoroughly watered in within 24 hours of application.

The use of a moss control treatment must be applied strictly in accord with the manufacturer’s
directions and in accord with all applicable laws and regulations. The Vendor is required to use
extreme care when applying moss control so as to not disseminate any of it around entrances,
ventilation air intakes and louvers. Equipment used for the application of moss control are not to
be used for other purposes.

e) **IRRIGATION SYSTEMS:** Most Library locations have irrigation systems, either sprinkler or drip
systems. Vendor is responsible for maintaining irrigation systems year round at all applicable
locations. The irrigation (sprinkler) systems will be kept in operating condition during the growing
season from April thru September, and winterized in October. Vendor is responsible for spring
start-up and winterization of the irrigation systems at all locations. Spring start-up will be
completed no later than the last work day in April, and winterization shall be no later than the
last work day in October.

The schedule for watering months, days, and times will be set by the Library.

The Vendor is required to make recommendations to the Library for making sure the coverage
and span of existing sprinkler heads is adequate at all times. This includes making sure the heads
are not blocked in any way and insuring the sprinklers are directed to the plants and lawn areas
that need to be watered. The Vendor is required to make recommendations to the Library for
making sure the coverage and span of existing sprinkler heads is adequate at all times. This
includes making sure the heads are not blocked in any way and insuring the sprinklers are directed
to the plants and lawn areas that need to be watered.

The Vendor is responsible for any damage caused to the irrigation system by the Vendor as a
result of any grounds maintenance activities. The Library’s Facilities Manager will make the
decision as to whether or not the damage and subsequent repair is the responsibility of the
Vendor. As part of this scope this responsibility includes the replacement of sprinkler pop-up
rotors, spray heads, and actuators if damaged during grounds maintenance activities outlined
herein. It does not include control valves or bypass valves. All such work must be performed in
accord with all Washington State prevailing wage laws and requirements. An Intent and Affidavit to pay prevailing wage must be filed with the State of Washington for any such additional work.

- **Normal Wear And Tear:** Normal wear and tear as well as vandalism to the irrigation system is not considered the responsibility of the Vendor and all repairs will be coordinated by the Library. The Vendor is responsible for recognizing damp spots and suggesting repairs to any broken sprinkler heads, lines or pipes immediately. If the irrigation system is found to be malfunctioning or in need of repair by the Vendor during the course of the groundskeeping and maintenance activities described herein, the Vendor is required to bring it to the attention of the Library immediately (same day as service).

  If requested, the Vendor may be approved to perform repairs on the irrigation systems in such instances, the Library will ask the Vendor to provide a time and materials quote for tasks in accord with prevailing wage laws.

- **f) WEED CONTROL:** Twice per year for all locations the use of an herbicide (includes herbicides and pre-emergent) application in all beds, sidewalks, and parking lot areas will be approved. The application cost must be included in the total cost of for the monthly maintenance included in the scope of work herein.

  The Library prefers to minimize the use of herbicides or pre-emergent use on the properties. If an alternative environmentally friendly method is available, it must be suggested to the Library for approval prior to use.

  The use of herbicides or pre-emergent must be applied strictly in accord with the manufacturer’s directions and in accord with all applicable federal, state and local laws and regulations. The Vendor is required to use extreme care when applying herbicides, etc. as to not disseminate any of it around HVAC outside air intake louvers. To avoid contamination, spreaders, hopper and other equipment used for herbicides are not to be used for other purposes.

- **Weeding (in BEDS, AROUND TREES, AROUND SHRUBS):** All routine maintenance weeding shall be performed by hand or using hand tools in beds and lawns, especially in mulched areas around trees and shrubs. All beds shall be turned over and raked renewing the appearance of the soil, bark or compost upon each site visit.

- **Weeding Paved Areas:** All paved areas, where weeds grow along sidewalks, driveways, walkways, and in parking lot cracks, perimeter fencing, building perimeter walls, etc., will be kept weed free. Thorough weeding, and policing of weeds in paved areas and curb lines is a requirement. Herbicidal weed control shall be applied no more than twice per year in accord with the requirements outlined herein.

  Special consideration will be given to the additional use of herbicides, etc. if they are deemed necessary and approved by the Library’s Facilities Manager in advance, with costs outlined in advance on a per-case basis. All such work must be performed in accord with all Washington State prevailing wage laws and requirements.
g) **PARKING LOT SERVICE:** Vendor will service the building exterior sidewalks, entranceways, areaways, patios, courtyards, and parking lots free of all debris and trash at least once every two weeks. All storm drains shall be kept free of leaves and debris upon each service visit.

Scheduled exterior parking lot service (cleaning) includes, and is not limited to:

- Sweeping, vacuuming, or blowing clear all exterior parking lots, sidewalks and paved walkways. No debris or trash is to be left behind or blown out into the surrounding area.

- Monitoring and removing all trash and debris in and around all exterior areas of the building. Vendor will pay special attention to the cleanup of trash and debris in the area immediately around any dumpster or trash collection area.

- Removal of cigarette debris, leaves, and cobwebs on exterior walls within reach.

h) **TREES, SHRUBS & BEDS:** All trees, shrubs, and hedges will be trimmed to assure a neat, pruned appearance at the time of each scheduled visit. All trimmings are to be removed and disposed of offsite by the Vendor. The quality of any such work will be determined by the Library. Shrub Beds, or all beds, will be serviced in a weed free condition throughout the season in accord with section (f) above.

The Vendor will notify the Library of any tree that has grown in such a manner so it is near a utility line, or hanging over a building's roof or façade, which may result in the leaves or branches falling on the roof area or making contact with the building. The Vendor is required to notify the Library’s Facilities Manager of any trees or shrubs that are not vibrant, healthy, or may be diseased and need to be replaced.

The Vendor is responsible for removing from the property all fallen or broken branches up to and including three inches (3") in diameter.

The Vendor will be responsible for notifying the Library’s Facilities Department of any broken branches that are hanging in a tree or bush at the exact time of their service visit which have the possibility of falling or breaking free; so direction from the Library may be provided for the removal of such limbs immediately. If directed to remove the limbs the Vendor will be compensated for this work on a time and materials basis, in accordance with all Washington State prevailing wage laws and requirements.

The use of fertilizer, disease, or insect control treatments for trees and shrubs is to be carried out in the same manner as described herein in accord with sections (b), (c), (d) and (f) above. The use of any of these treatments is to be avoided entirely if an alternative environmentally friendly method is available.

i) **SEASONAL CLEAN-UPS (INCLUDING STORM CLEAN-UPS):** All grounds will be serviced outside of the growing seasons (Spring/Summer/Fall) by the Vendor in accord with sections (a) thru (h) above. The Vendor must keep all of the exterior grounds appearances neat, clean and free of debris for the locations included herein; including the lawns, beds, shrubs, trees, sidewalks, and paved areas, etc.
- The site and grounds are to be kept free of debris including sand, and all damaged lawn areas will be repaired and costs borne by Vendor, and at the appropriate time of the season for growth and repair to take place.

- All lawn areas abutting shrub beds, hedges, walks, etc., will be properly edged or cut and cleaned of old mulch and any debris.

- All parking lots, driveways, sidewalks, patios, trails, storm drains, or gutter areas of roadways that adjoin library property, etc. shall also be cleared of debris.

- Shrub beds will be cleaned of all debris, old bark mulch removed and soil aerated. All hedges and shrubs shall be cleared of all leaves, debris, weed growth, sand, etc.

- All shrubs will be pruned and trimmed free of winter-damaged branches as needed, and all trees below the building roof lines between January 1 and April 15 of each year.

j) **OTHER GROUNDSKEEPING SERVICES TASKS:** On occasions, there may be other groundskeeping services tasks not identified in this Agreement. In such instances, the Library will ask the Vendor to provide a time and materials quote for tasks.
PART 6: PERIOD OF PERFORMANCE

The initial period of performance of this Service Agreement is April 1, 2020 through March 31, 2021. This period of performance may be extended as outlined in Part 3, Terms and Conditions.

PART 7: PRICING SCHEDULE

The proposer states that all item prices shown below are based on complying with all the requirements set forth in Part 5, Specifications, and do not include any state sales tax.

<table>
<thead>
<tr>
<th>Item</th>
<th>Location</th>
<th>Monthly Price</th>
<th>Annual Price</th>
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<tbody>
<tr>
<td>1</td>
<td>Bonney Lake</td>
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<tr>
<td>2</td>
<td>Buckley</td>
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<td>12</td>
<td>Summit</td>
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<tr>
<td>13</td>
<td>Administrative Center</td>
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</tbody>
</table>

Total Price (exclusive of all applicable taxes)
Bonney Lake Library
18501 90th St. E., Bonney Lake WA 98391
Eatonville Library
205 Center St W, Eatonville, WA 98328
Gig Harbor Library
4424 Point Fosdick Dr. NW, Gig Harbor, WA 98335
Lakewood Library
6300 Wildaire Rd SW, Lakewood, WA 98499
Administrative Service Center & Library
3005 112th St E., Tacoma, WA 98446