

REQUEST FOR BID (RFB)
For
Landscape Maintenance 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 over 600,000.

The purpose of this RFB is for ground maintenance services at Bonney Lake, Buckley, Eatonville, Fife, Graham, Gig Harbor, Key Center, Lakewood, Parkland/Spanaway, South Hill, Steilacoom, Summit, and the Administrative Center libraries accomplished in a professional manner in accordance with the specifications contained in this RFB.

ESTIMATED TIMELINE

RFB Announcement.....	December 12, 2022
Mandatory Site Visit.....	January 3, 2023, 8:00 AM
Final questions due.....	January 10, 2023, 5:00 PM
RFB Responses due from PCLS	January 17, 2023, 3:30 PM
RFB due to PCLS.....	January 31, 2023, 10:00 AM
RFB Opening	January 31, 2023, 10:10 AM
Notice of Intent to Award.....	February 3, 2023, EOD
Contract.....	February 17, 2023
Year 1 Contract Implementation.....	March 1, 2023
Year 1 Contract Ending.....	February 29, 2024
Potential Extension to Contract	1 year increments (max 3 years)

PART 2: INSTRUCTIONS TO BIDDERS

- a) **Mandatory Site Visit:** A mandatory site visit is scheduled for Tuesday, January 3, 2023 at 8:00 AM 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 visit to three branches. Failure to attend these site visits will deem any subsequent bid as non-responsive.
- b) **Questions About the RFB:** It is the responsibility of all proposers to carefully review and read the entire RFB, and understand all terms, conditions, processes, and methods for responding to this RFB. All questions about this RFB should be directed to Cameron McKinnon by email to CMcKinnon@piercecountylibrary.org. 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 RFB and given to a prospective proposer concerning this RFB 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 5:00 p.m. January 10, 2023.**

- c) **Acknowledgement of Amendments to RFBs:** Proposers to the RFB must acknowledge receipt of an amendment by signing and returning the amendment either electronically (preferred) or by a written letter. Such acknowledgment must be received prior to the opening.
- d) **Bid Submission:** The preferred method of proposal submission is electronically to Petra McBride at pmcbride@piercecountylibrary.org. Please use the subject line: **LANDSCAPING MAINTENANCE RFB**. If Vendors choose to submit via hard copy, please submit a sealed proposal with 3 copies to:

**Pierce County Library System
Attention: Petra McBride
3005 112th Street East
Tacoma, WA 98446-2215
Sealed Proposal for: LANDSCAPING MAINTENANCE RFB**

Telegraphic proposals will not be considered.

- e) **Date of Submission: Sealed bids must be submitted no later than 10:00 am on January 31, 2023.** 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 bid commitments must sign the bid.
- g) **Withdrawal or Modifications of Bids:** The bidder may, without prejudice to itself, modify or withdraw its bid by written request, provided that the bid and any withdrawal request is received by the Library prior to the date of submission above. Following the withdrawal of its bid, the bidder may submit a new bid provided it is received by the Library at the address and by the Date of Submission.
- h) **Rejection of Bids:** The Library reserves the right to reject any and all bids without penalty. Any and all bids may be rejected for any cause.
- i) **Bidding Procedures and Forms:** All bidders must comply with the specifications and requirements attached. Bidders may submit additional information with their bids as desired.
- j) **Validity of Prices:** Bidders must confirm in writing that prices quoted will be valid and in effect for a minimum of sixty (60) days after bid opening.
- k) **Bid Opening:** All bids will be opened by 10:10 AM January 31, 2023 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 winning bidder (Vendor) by February 3, 2023, end of day (EOD).

- 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 February 10, 2023, the Library reserves the right to negotiate with the next qualified proposer, or, at its sole discretion, conduct a new Request for Bid.
- m) **Public Disclosure of Awarded Bid:** The Library reserves the right to treat all proposals with confidentiality prior to award. After award of the contract, all submissions 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, all Contractors, Subcontractors, and lower tier Subcontractors on all Pierce County Library System 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 all required government forms and submitting them the same to the proper authorities. Vendor is required to provide certified payroll to PCLS 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. Any 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. Any violations of applicable laws, rules or regulations may result in termination of this Agreement.
- q) **Cancellation:** The Library may cancel this contract 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 perform the work with diligence.
- r) **Contract Administrator:** The administrator of this contract will be: Kristina Cintron, Facilities & Capital Projects Director.
- s) **References:** List the names and addresses of three (3) customers, for whom the bidder has provided similar services and scope of work. Include dates, contact persons, and telephone numbers. Should any reference submitted by the bidder be found unsatisfactory, the Library, as its sole option, may reject that bidder’s offer. The Library shall be the sole judge in determining a satisfactory or unsatisfactory reference response. References must be submitted with the bid response.

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 bidder declares that they have read and fully understand the Request for Bid, and agree to all of the terms, conditions, and provisions contained therein; and they propose and agree that if their bid as submitted in the proposal be accepted, they will contract 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.

BID SUBMITTED BY:

Signature of Authorized Representative

Firm Name

Printed Name

Address

Title

City, State, Zip Code

Date

Telephone/ Fax Number

PART 3: CONTRACT 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'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 securely store all furnishings off library grounds until the agreed upon installation date.

The Vendor shall ensure that all personnel assigned under this Agreement possess suitable qualifications to perform their work assignments.

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 or 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 Point of Contact in advance, and prior to it being used at any library location. The proper use as outlined in the manufacturer's 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 Point of Contact 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 Point of Contact, 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 by email (or writing). A brief informative inspection report must be submitted to the Library Point of Contact within 24 hours of completing the inspection.

- d) **No Pre-Payment Requirement:** Awarded Vendor agrees to maintain adequate resources and be responsible for ordering any and all equipment, materials, products, and services for the project without requiring the Library to pre-pay any amount for orders to occur or be delivered in a timely manner. In no event shall pre-payment exceed 10% of the final contract or purchase order value. Upon Library's written request at any time during the project, awarded Vendor agrees to provide adequate evidence of its available resources to conduct all tasks of the project responsible to Vendor.
- e) **Cancellation or Non-Delivery:** In the event that the project is canceled or the equipment, materials, products, or services will not be delivered to the Library's satisfaction, Vendor agrees to return any pre-payment, if issued by the Library, within 10 business days upon the Library's written request. Vendor agrees that Library's responsibility for a canceled project or non-delivery of equipment, materials, products, and services to any Library facility shall be limited to only the equipment, materials, products, and services delivered and accepted as of the date of project or order cancelation. Vendor agrees not to demand payments or penalty payments to be made for equipment, materials, products, and services that were undelivered as of the date of project or order cancelation.
- f) **Non-Assignment:** The Vendor may not assign any rights or any duties under this contract 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.

- g) **Supervision:** The Vendor shall supervise and direct the work in relation to this contract using their 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 contract. The Vendor shall enforce strict discipline and good order among the Vendor's employees and other persons carrying out work in accordance to this contract. The Vendor shall not permit employment of unfit persons or persons not skilled in tasks assigned to them, according to the specifications contained herein.
- h) **Severability:** The invalidity or unenforceability of any provision if any resultant contract shall not affect the other provisions hereof, and the contract shall be construed in all respects as if such invalid or unenforceable provisions were omitted.
- i) **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 contract; 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.
- j) **Public Records Act/Confidentiality:** Notwithstanding any other provision herein, Consultant 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 Consultant of the request and Consultant will promptly elect whether it will at its own expense commence court action to protect the material from disclosure. If Consultant does elect to seek such protection, Consultant 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.
- k) **Termination for Convenience:** The Pierce County Library System for its convenience may terminate this contract, 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 contract 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 an reasonable contract close-out costs and profit on that portion of the work

satisfactorily performed up to the date of termination as specified 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 belonging to the Library, the Vendor will account for the same and dispose of it in the manner the Library directs.

- l) **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 contract is for services and the Vendor fails to perform in the manner called for in the contract, the Library may terminate this contract, 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 contract less any damages to the Library caused by default. The termination of this contract shall in no way relieve the Vendor from any of its obligations under this contract nor limit the rights and remedies of the Library hereunder in any manner.
- m) **Termination for Non-Appropriation:** This contract is cancelable at the end of the fiscal period for non-appropriation of funds by the Pierce County Library System 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 contract is terminated as provided in this subsection: The Library will be liable only for payment in accordance with the terms of this contract 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 contract as are affected by the termination. Funding under this contract beyond the current appropriation is conditional upon the appropriation by the Pierce County Library System Board of Trustees of sufficient funds to support the activities described in the contract. Should such an appropriation not be approved, this contract will terminate at the close of the current appropriation year.

- n) **Contract Extension:** The contract 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 contract period. Reasonable price changes may be made after the initial contract 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 Custodial Supervisor, Cameron McKinnon. Any agreed upon change shall take effect at the time of the contract 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 contract extension and remain in effect for the subsequent contract extension period.

- o) **Retainage:** No retainage is withheld for this contract.
- p) **Insurance:** The awarded bidders shall furnish to the Library at time of award copies of all applicable liability insurance and applicable documentation as specified below:

<u>Coverage</u>	<u>Limits of Liability</u>
General Liability Insurance	\$1,000,000 each occurrence
	\$2,000,000 aggregate
Automotive Liability Insurance	\$1,000,000
Umbrella/Excess Liability Insurance	\$5,000,000

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

- q) **Payment:** The Vendor will submit one invoice monthly, and include a detailed and accurate account of services rendered at each location. The Library will make payments upon delivery and acceptance of the services by the Library and upon receipt of an acceptable invoice.
- r) **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 this project. 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 RFB.

PART 5: SPECIFICATIONS

The Vendor shall provide landscape maintenance as described herein for the below listed areas of the Pierce County Library System in accordance with accepted standards of landscape maintenance.

- 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
- Sumner: 15216 E Main St. Sumner WA 98390
- 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

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

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

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 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 contract must be presented to the Libraries Facilities Management prior to the start of the contract. Any new hazardous substances must be approved by the Library Point of Contact in advance and prior to it being used at any PCLS Libraries location. The proper use as outlined in the manufacturers SDS must be followed.

The Vendor's personnel must 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 Contract 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 the Libraries 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.

The Vendor will report any deviations discovered while performing the work of this contract. 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 lawns, shrubs, or trees caused by weather, diseases, pests, vandals, etc. All such occurrences are to be reported immediately to the Library.

The Vendor may be held responsible for repairing any damaged caused to Library or private properties during the course of their work. 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.

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 still 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, the Vendor may only use Library pre-approved vendors, material, and work procedures. 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 Point of Contact 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 Point of Contact, 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 contract termination.

- b) **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 contract 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 Point of Contact within 24 hours of completing the inspection.

- c) **LAWN CARE:** This is a performance based contract. 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 contract specifications and conditions described herein. Travel expenses are considered Vendor overhead. No consideration will be given for extra trips to perform contracted, 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 Point of Contact 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" 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.

Exception for empty lot: Future site of Sumner Library is an empty lot that only needs maintenance mowing during growing season with minimal maintenance during rest of year.

- d) 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 Point of Contact in advance. If requested the application cost must be provided at the time the request is submitted to the Library Point of Contact 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.
- e) DISEASE TREATMENTS:** (Fungicides, etc.) The Library prefers not to use fungicide treatments at its locations. Consideration will be given to the use of fungicides, etc. if they are deemed necessary by the Vendor for appearance and if approved by the by the Library Point of Contact in advance. If requested the application cost must be provided at the time the request is submitted to the Library Point of Contact in accord with all Washington State prevailing wage laws and requirements.

Fungicides 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 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 application is not to be used for other purposes.

- f) MOSS CONTROL:** A moss control application shall be applied to lawns once per year and the cost for the application included within the annual contract 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.

- g) IRRIGATION SYSTEMS:** 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 Point of Contact 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 landscape 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.
- h) 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):** 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 Paves 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 Point of Contact 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.

- i) PARKING LOT SERVICE:** Vendor will maintain 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 butts, leaves, and cob webs on exterior walls within reach.

- j) **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 maintained in a weed free condition throughout the season in accord with section I.

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 Point of Contact 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 Libraries Facilities Dept. 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 D, G, H & I. The use of any of these treatments is to be avoided entirely if an alternative environmentally friendly method is available.

- k) **SEASONAL CLEAN-UPS** (including storm clean-ups): All grounds will be maintained outside of the growing seasons (Spring/Summer/Fall) by the Vendor in accord with sections 14 thru 17. 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 the Libraries 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.
- l) Other Ground Maintenance Tasks:** On occasions, there may be other ground maintenance tasks not covered by this contract. 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 contract is March 1, 2023 through February 29, 2024. This period of performance may be extended as outlined in Part 3, Contract Terms and Conditions.

PART 7: PRICING SCHEDULE

The bidders 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.

Item	Location	Monthly Price	Annual Price
1	Bonney Lake		
2	Buckley		
3	Eatonville		
4	Fife		
5	Gig Harbor		
6	Graham		
7	Key Center		
8	Lakewood		
9	Parkland/Spanaway		
10	South Hill		
11	Steilacoom		
12	Summit		
13	Administrative Center		
14	Empty lot in Sumner*		
		Total Price (excluding taxes):	

* Future site of Sumner Library is an empty lot; quote for monthly maintenance mowing during growing season with minimal maintenance during rest of year.