MEDICAL CENTER

Request For Proposals: Landscaping Maintenance Services

Located in the Pacific Northwest

Date of Issue: 28-Sep-15

Deadlines for Inquiries: October 16, 2015 12:00PM Pacific Time

Date & Time Proposals Due: October 23, 2015 12:00PM Pacific Time
NOTICE OF SOLICITATION

This Medical Center hereby solicits sealed proposals from qualified Contractors to provide **Landscaping Maintenance Services**, as well as other related services as identified herein.

Written questions concerning this Request for Proposal package should be addressed to this medical center no later than **October 16, 2015/1:00PM Pacific Time**. Questions may be submitted to the, Contract Administrator, via e-mail at ______________. Inquiries may be submitted by telephone, but must be followed up in writing. No oral communication is binding on this medical center. Answers to the written questions submitted by Contractors concerning the RFP will be provided in the form of a written Addendum to all parties invited to participate in this RFP.

Completed and sealed proposals, including one (1) original hard copy and one (1) electronic copy of the completed and signed original Proposal in Adobe PDF format and Excel on CD or flash drive, must be physically in the possession of this medical center’s Supply Chain Management at the address above no later than **October 23, 2015/12:00PM Pacific Time**. It is strongly suggested that the selected delivery method ensure receipt by Supply Chain Management before the deadline. Contractors assume all risk associated with deliveries of proposals. At **12:15PM Pacific Time**, the names of firms or individuals submitting proposals will be announced. No other public disclosure will be made until after award of a contract.

This announcement does not commit this medical center to award a contract or to pay any costs incurred in the preparation of proposals. This medical center reserves the right to accept or reject, in whole or in part, all proposals submitted and/or to cancel this announcement. This medical center reserves the right to award more than one contract based upon the Proposal(s) most advantageous to this medical center, price and other factors considered. This medical center reserves the right to award this contract in whole or in part to one or more Contractors.

This medical center will endeavor to ensure in every way possible that minority and women-owned business enterprises shall have every opportunity to participate in providing professional services, purchased goods, and contractual services without being discriminated against on the grounds of race, religion, sex, age or national origin.
EXECUTIVE SUMMARY

The Medical Center ___ bed acute care medical facility, located in , Washington, desires to establish a new relationship with a Contractor for the Landscaping Maintenance needs of the Downtown Campus, located at , and several other non-hospital locations. The Medical Center is interested in enhancing the aesthetics and sustainability of these locations in order to create an environment for patients, their families and visitors, employees, volunteers, and neighbors, that reflects the quality of care provided at the Medical Center. By engaging with the selected Contractor, the Medical Center hopes to provide a safe, attractive, and engaging campus with lively streetscapes, while modernizing the Medical Center’s external environment and reflecting the Medical Center’s new sense of urbanism.

The awarded Contractor shall possess the capacity, experience, skills and capability to provide the required continuum of services, as well as adhere to and execute the attached The MEDICAL CENTER Service Agreement. Please note any exceptions to the attached Service Agreement by redlining the Service Agreement found in Exhibit D.

SCHEDULE OF EVENTS

The time frame for the procurement under this RFP is as follows:

- **Notice of Solicitation Issued:**
- **Deadline for Written Questions:**
- **On-Site Visits and Meetings:**
- **Proposal Submission Deadline:**
- **Contract Start Date:**

This medical center reserves the right to deviate from this schedule.

EVALUATION CRITERIA AND PROCESS

Proposal Review Process

A committee comprised of various representatives from this medical center departments and service lines will evaluate all Contractor responses and proposals. The Committee may request clarifications and/or additional information from any Contractor through written correspondence. At this medical center’s option, Contractors may be shortlisted and invited to make presentations to the Committee. The Committee will prepare an objective ran of the proposals. This medical center may, at its sole discretion, reject any or all proposals submitted in response to the Request for Proposal.

Proposal Evaluation Process

- **This medical center’s Evaluation Committee will evaluate all proposals based on the criteria described below:**

  - Contractor’s Qualifications - This will include a thorough and detailed review of the submitted Organizational Information.
  - Pricing - This will include a thorough and detailed review of the Contractor’s pricing. Although price will be a factor in proposal evaluation, this medical center reserves the right to accept other than the lowest priced proposal.
  - Response to RFP Requirements - This will include a thorough and detailed review of the responses to the Service Specifications, the quality, completeness, accuracy and level of detail of the proposal, and demonstration of the Contractor’s understanding of the concepts and requirements of this medical center.
  - Compliance with RFP Requirements and Contract Provisions - This will be reviewed and assessed based on the Contractor’s exceptions to the RFP Requirements and Contract Provisions.
## Thoroughness and Quality of Response
This will include a thorough and detailed review of the Contractor’s adherence to required format, clarity of expression, and comprehensive responses to questions, that show a thorough, high quality proposal, which reflects the level of professionalism that this medical center may expect in future interactions with the Contractor.

## Competitive Negotiation
*This medical center* retains the right to negotiate the final contract terms and conditions.  
*This medical center* reserves the right to request clarification, to conduct discussions with Contractors, to request revisions of proposals, and to negotiate price changes or waive minor informalities. During the discussion period, no information will be disclosed regarding either the contents of proposals or discussions.

## Best and Final Offer
This medical center may issue a written request for Best and Final Offers (BAFO). The request shall set forth the date, time and place for the submission of the BAFO. BAFOs shall be requested only once, unless the Director makes a written determination that it is advantageous to the Medical Center to conduct further discussions or change this medical center’s requirements. The request for a BAFO shall inform Contractors that if they do not submit a notice of withdrawal or a BAFO, their immediate previous offer will be construed as their Best and Final Offer.

## Award of Contract
Contract Awards will be made to the Contractor(s) whose proposal has been deemed most advantageous to this medical center’s in accordance with the evaluation criteria contained in this RFP.

## Downloading of attachments
This RFP contains attachments that are not included in this electronic transmission. To obtain the attachments, please submit your email to __________. She will send you links to the sharefile where these documents can be downloaded.
INSTRUCTIONS TO BIDDERS

General Directions
This Request for Proposal (RFP) Excel file contains all the information and forms necessary to complete and submit a proposal. Contractors are encouraged to review the RFP package in detail prior to commencing work.

Any person, firm, corporation or association submitting a proposal shall be deemed to have read and understood all the terms, conditions and requirements in the specifications. Conditional proposals will not be considered. All proposals must be signed by an authorized signatory; unsigned proposals may be rejected.

All responses and accompanying documentation will become the property of this medical center at the time proposals are opened. Proposals deemed to be non-responsive will be returned to the Contractor.

Required Response Format
To assist in the evaluation process, all proposals must follow the same format. Proposals in any other format may be considered informal and may be rejected.

One (1) electronic copy of the completed and signed original Proposal in Adobe PDF format and Excel on CD or flash drive and one (1) original hard copy of the Proposal must be submitted with the attachments in the following order and labeled as follows: (Original should be printed single-sided and organized in a 3 ring binder.)

In addition to the Attachments referenced below, proposal responses and any additional attachments provided by the bidder should not exceed 25 pages.

- Authorization to Submit Proposal and Required Certifications (Attachment A)
- Organizational Information (Attachment B)
- Professional References (Attachment C)
- Contractor’s Stated Exceptions to RFP Requirements (Attachment D)

Authorization to Submit Proposal (Attachment A)
Attachment A must be completed and signed by a person authorized to make a binding offer for their organization. The original signed document must be included in the submission.

Organizational Information (Attachment B)
Contractors must complete the information requested in Attachment B. Necessary directions are included in the document.

Professional References (Attachment C)
Contractors must use the format provided in Attachment C for Professional References. Contractors are to provide references from at least five (5) companies or organizations for which they currently provide similar services.

Contractor’s Stated Exceptions to the RFP Requirements (Attachment D)
The Contractor shall clearly identify any exceptions to the RFP specifications or contract terms using Attachment D. This is the only means for Contractors to state exceptions to the requirements of the RFP in their Proposal. Exceptions raised at a later time, or in any other location of their Proposal, will not be considered in any negotiations.

Contractor’s Inquiries
All Questions related to the content and requirements of this solicitation may be submitted to ________, Contract Administrator, via e-mail at ________. Direct contact with any medical center personnel associated with this procurement other than the Contract Administrator is not allowed beginning with the issuance of this document through contract award. Failure to comply with this requirement can and will cause disqualification. Exceptions to this requirement involve firms already performing services for this medical center, allowing for discussions necessary for completion of services under existing contracts. Inquiries may be submitted by telephone (__________), but must be followed up in writing. No oral communication is binding on this medical center. Questions will be accepted up until ________.

Submission of Proposal
Completed and sealed proposals, including an electronic copy on CD or flash drive, as well as one original hard copy must be delivered to the location specified below. Sealed parcels must be physically in the possession of this medical center, address inserted with time limit. PROPOSALS RECEIVED AFTER THIS TIME WILL NOT BE ACCEPTED.

Withdrawal of Proposals; Late Proposals
At any time prior to the Proposal due date and time, the Contractor may withdraw its Proposal. Late proposals will not be accepted.

Proposal Opening
Proposals will be opened publicly 15 minutes after the Proposal due date and time. The name of each Contractor will be read aloud and recorded, but no other information contained in the Proposals will be disclosed. Proposals will not be available for public inspection until after Contract Award.
This section of the RFP offers a brief—and not necessarily all-inclusive—outline of Landscape Maintenance Services required by the Contractor. It is intended to serve as a guideline rather than a complete itemization.

It is realized that each Contractor's products or services may differ from these specifications. As such, each Contractor is free to propose variances from these specifications. It is required, however, that, whenever a variance from these specifications occurs, the variance is clearly identified.

If a specific item or capability is unavailable, the Contractor is free to comment on its future availability by providing details on its development status.

Each Contractor's proposal should include the following about each of the services proposed:

An indication of compliance with the requirements detailed in this section. Contractor shall indicate its compliance with each specification by selecting one of the following responses (“Yes, Complies”, “No, Does Not Comply”, “Partially Complies” or “No, Not Currently Available, Under Development”) in the “Contractor Response” column as appropriate. If the Contractor does not meet a specification fully for each applicable question/requirement (unless stated otherwise in the instructions for the section) or it is unclear whether compliance is met, “No, Does Not Comply” shall be chosen and an explanation provided for the uncertainty or noncompliance. In cases where the Contractor is proposing more than one service for consideration, only select “Yes, Complies” if all services being proposed meet all cited specifications.

<table>
<thead>
<tr>
<th>Yes, Complies</th>
<th>No, Does Not Comply</th>
<th>Partially Complies</th>
<th>No, Not Currently Available, Under Development</th>
</tr>
</thead>
<tbody>
<tr>
<td>Contractor shall identify a contact to address compliance questions that arise from review of the Service Specifications Tab:</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Name: _____________________________________________   Title: ______________________________________________</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Phone:_____________________________________________   Email: _____________________________________________</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Overview of Landscaping Maintenance Services

The selected Contractor will provide landscape maintenance services at the medical center, insert address(es). Addresses for these locations is provided on the Proposed Pricing tab.

The goal of this maintenance plan is to restore and maintain the landscape elements of the medical center campus in a healthy and attractive condition and to form a visually inviting environment. The Medical Center Campus has a master plan that defines a long-term vision for its development. Work done to replace existing plantings or reconfigure areas should advance the concepts in the Master Plan with the replaced plantings. Planting beds should define pedestrian circulation and facilitate wayfinding within the campus, as well as create inviting outdoor use areas. Public safety is of important concern and plantings should be monitored so that clear sight lines are maintained. Additionally, to protect the health of patients, workers, and neighborhood residents, as well as the environment, minimizing the use of pesticides (herbicides, insecticides, fungicides, and rodenticides) should be managed through “Integrated Pest Management” (IPM) methods (described below).

It is the Owner’s expectation that the Contractor’s proposal will comply with these standards and specifications. It should be the Contractor’s expectation that the Owner will only consider awarding the contract to a Contractor whose bid shows compliance. The Contractor should also expect to be held to these standards throughout the course of the contract.

The following document outlines the scope of services and responsibilities required of the Contractor. Other parts of the contract may provide definitions of terms used and other contract requirements such as insurance and licensing standards, code enforcement, hours of work, work authorizations, site locations, etc.

### Maintenance Specifications

<table>
<thead>
<tr>
<th>1</th>
<th>General</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.1</td>
<td>Scope of Work</td>
</tr>
</tbody>
</table>
This document is intended as a benchmark of the Owner’s minimum standards for maintenance, repair and improvements. However, the Owner respects the Contractor as a professional and as such, will take under consideration, any and all recommendations made by the Contractor.

Contractor shall furnish all labor, equipment, and materials necessary to complete the maintenance of turf and plantings, as specified herein. It is the intent of the Owner that this site be maintained in a resource-efficient, sustainable, and cost-effective manner.

Maintenance shall consist of weeding and landscape bed maintenance, pot/plant container maintenance and updating (with seasonal color), fertilization, soil building, pruning, mowing, power washing of sidewalks and pedestrian pathways, irrigation, IPM, insect/disease control, litter control, trash removal (from all hardscapes and planting areas, daily), and any other procedures consistent with good horticultural practice necessary to ensure normal, vigorous, and healthy growth of turf and landscape plantings. It is also expected that the selected vendor keep owner and owners other appropriate forces appraised of any damage, vandalism, graffiti, etc. noticed or observed while performing the contracted landscaping maintenance services.

When performing any work requiring subsurface excavation, Contractor shall take care to avoid damage to existing utilities and vegetation. Contractor shall contact Utility Locate at _________. Maintenance shall notify engineering prior to performing any digging greater than 18” to ensure that Owner’s infrastructure is not disturbed.

1.2 Contractor Staff Training and Experience

Contractor will provide staff able to perform work at the highest standards of horticultural practice. Key staff shall have current knowledge of best management practices (BMP’s) regarding: plant health, pruning, integrated pest management, pesticide application, irrigation maintenance, and safety procedures. Owner reserves the right to demand the replacement of Contractor’s staff who do not meet the owner’s standards for safety, professionalism, or horticultural knowledge.

All work shall be performed under the direct on-site supervision of a qualified landscape professional with a minimum of three years combined horticultural education and experience. Preference is for the individual to have at least a two year horticultural degree or Certified Landscape Technician (CLT), combined with work experience, or greater.

The on-site supervisor should have special training and/or working knowledge of IPM assessments and treatment strategies in urban landscape conditions.

All irrigation maintenance and repairs shall be performed by, or under the direct supervision of, a Certified Irrigation Technician (CIT) or Certified Irrigation Auditor.

All pesticide applications shall be performed by a Contractor (or sub-contractor) licensed and insured as a ______ State Commercial Applicator. In addition, the staff doing the pesticide application shall be licensed as Commercial Operators. License numbers will be provided to the Owner prior to award of contract.

All pruning will be performed by, or under the direct on-site supervision of, staff with documented education and training in proper and naturalistic pruning techniques. Pruning of trees greater than six inches DBH will only be performed by an ISA certified Arborist. Removal of trees shall be done in accordance with all local code requirements.

1.3 Employee Standards

The Contractor shall provide equal employment opportunity for all individuals without regard to race, creed, color, gender, age, national origin, religious preference, political affiliation or disability. Such action shall include, but not be limited to, the following: employment, upgrading, promotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training.

As a minimum, any contracted employee must meet the medical center’s Fit For Duty Criteria. The Compliance Certification form and disclosure statement must be submitted to the medical center’s Human Resources, or other authorized representative of the medical center, before a badge will be issued or personnel are permitted to work. This document includes:

- Criminal Background Check completed and clear within 10 days of start of employment. If staff have prior convictions, they may be cleared by submitting prior information to Public Safety, who will determine whether their conviction precludes them from working at the medical center.
- General Services Administration Check completed and clear within 10 days of start of employment.
- OIG Excluded Party completed and clear within 10 days of start of employment.
- TB/PPD compliance within one year prior to start date of employment.
- Proof of MMR immunity.
- Proof of Varicella/Chickenpox immunity.
- Influenza Vaccination within one year prior to start date if working during “flu season” and annually thereafter.
- Agree to the medical center’s Confidentiality Agreement and Code of Conduct.

Contractor shall ensure that all personnel comply with the medical center’s policies and procedures, including but not limited to, awareness of fire, disaster, and hazard materials exposure plans. Contractor employees shall wear any issued the medical center’s name tags at all times when providing Services. Contractor shall require employees providing Services at the medical center to participate in customer orientation and training programs if required by the medical center.

No response required.
The medical center shall have the right to require replacement of any Contractor employee, whose continued presence is not in the best interest of the medical center, its patients or staff, provided such replacement shall not contravene any local, state, or federal laws.

The Contractor shall be responsible for maintaining satisfactory standards of employee competency, conduct, appearance, and integrity, and shall be responsible for taking any disciplinary action with respect to employees as may be necessary.

Contractor acknowledges that the use of any tobacco products on the medical center’s property is strictly prohibited.

### 1.4 Safety

**A** All services will be conducted in a safe manner, with special care given to the safety of public, the medical center patients, hotel guests, team members of the medical center, and any other individuals or groups visiting the medical center.

**B** If the medical center identifies any specific safety concerns during the course of this contract, Contractor shall rectify any and all safety issues within one day of being notified by the medical center.

**C** Per the Employee Standards and Staffing section above, the medical center shall have the right to require replacement of any Contractor employee based on any safety concerns posed by said employee.

### 1.5 Uniforms

**A** Contractor shall provide photographs of proposed uniforms for all employees. These uniforms must be approved by the medical center. If not approved, the medical center reserves the right to require that an alternate uniform be purchased and worn by Contractor employees.

**B** If required by the medical center all Contractor employees will wear the medical center issued name tags on their front right shoulder during their shifts.

**C** All Contractor employees shall wear the same color and style of uniform. There shall be no visible rips or tears in the material, and no broken or missing buttons or zippers. All components of the uniform shall be in a good state of repair. Contractor shall provide foul weather clothing for any employees required to perform duties while exposed to cold and/or inclement weather conditions. All foul weather clothing must be identical in style and color for each employee.

### 1.6 Owner/Contractor Communication

**A** Contractor to provide a supervisor to act on Owner’s behalf regarding all matters pertaining to the performance of the Landscape Service. Contractor must notify Owner when the supervisor will be on vacation or other leave of absence and who will serve as a substitute.

**B** Provide Owner with an emergency contact list identifying the names, positions held, and phone numbers of key maintenance personnel. Provide mobile and pager numbers for the landscape maintenance manager and site supervisor.

**C** Attend meetings and site inspections of the grounds as requested by Owner.

### 1.7 Landscape Service Scheduling

**A** Establish a schedule for regular maintenance activities by area and submit to Owner for review (See Landscaping Maintenance Schedule tab). Contractor to review proposed schedules with Owner at the regularly scheduled meetings and adjust as necessary to avoid conflicts.

### 1.8 Maintenance Record Keeping

**A** Contractor shall maintain a computerized log of activities performed, schedules, pest and disease monitoring, additional service repairs, and documentation of each application of fertilizer, pesticide (includes herbicides), and/or other chemicals. Provide electronic copies to the Owner, monthly.

**B** On an annual basis, the Contractor shall perform a plant count and provide review of landscape areas, including areas of concern or anticipation of more/less maintenance, for Owner.

**C** Pesticide application records shall be kept in accordance with RCW 17.21, Section 100. Records shall be kept by the Contractor on all pesticide (includes herbicide) applications for a minimum of seven (7) years. Such records shall be completed in accordance with all applicable laws and regulations and on forms as provided in the Washington Administrative Code, WAC 16-228-190. (http://agr.wa.gov/pestfert/Pesticides/docs/RecForm4226.pdf) The following information shall be recorded at a minimum for each application:

- The location where the pesticide or herbicide was applied.
- The year, month, day, and time the pesticide or herbicide was applied.
- Purpose of application.
- The person or firm who supplied the pesticide or herbicide which was applied.
- Trade name of the pesticide or herbicide which was applied, amount and concentration.
- Method and rate of application.
- The temperature and direction and estimated velocity of the wind at the time the pesticide or herbicide was applied.
- The name and license number of the pesticide or herbicide applicator.
- Applicator apparatus license plate number or equipment number (if applicable).
<table>
<thead>
<tr>
<th>Section</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.9</td>
<td><strong>Guarantee and Replacement</strong></td>
</tr>
<tr>
<td>A</td>
<td>Contractor is not responsible for losses, repair or replacement of damaged work or plant material resulting from theft, extreme weather conditions, vandalism, vehicular incidents (other than Contractor's vehicles) or the acts of others over whom they have no reasonable control.</td>
</tr>
<tr>
<td>B</td>
<td>Contractor shall replace, at no additional cost to Owner, any turf or plant materials damaged as a result of improper maintenance attention or procedures in conformance with the landscaping master plan. Replacement material shall be of the same size and variety as the dead or damaged material. Replace plant material within two weeks of identification of damage. Alternatives to size, variety and scheduling of replacement only by written permission of Owner.</td>
</tr>
<tr>
<td>C</td>
<td>Contractor shall inform Owner on a monthly basis of plant losses not covered by warranty and unrelated to the maintenance activities. Provide Owner with the cause of the plant loss, and provide recommendations as determined in the Medical Center Landscape Master Plan for replacement along with pricing for replacement.</td>
</tr>
<tr>
<td>2</td>
<td><strong>Materials and Execution - General Area Maintenance</strong></td>
</tr>
<tr>
<td>1.1</td>
<td><strong>Landscape Trash Removal</strong></td>
</tr>
<tr>
<td>A</td>
<td>Remove all trash from landscaping beds, turf areas, parking lots and in parking garages to an approved trash or recycling container onsite every weekday, excluding holidays. For large amounts of trash, or if there is no approved trash container onsite, Contractor shall haul it away for appropriate disposal. In addition, Contractor shall remove trash from sidewalks, entries, docks, trash and other exterior enclosures and all public trash receptacles at the medical center facilities on a daily basis (or as needed).</td>
</tr>
<tr>
<td>1.2</td>
<td><strong>Leaf and Branch Removal</strong></td>
</tr>
<tr>
<td>A</td>
<td>Keep walks, patios, planting beds, roadway gutters and lawn areas free of leaves and branches on a weekly basis (or as needed to prevent slips/falls, with daily removal during the fall when leaves are prevalent), throughout the year.</td>
</tr>
<tr>
<td>B</td>
<td>Leaves shall be mulch mowed, if on turf, or left in planting areas throughout winter, spring and summer when leaf fall is not excessive and plant health is not adversely affected. As much as possible, leaves can be blown or raked under the shrubs or groundcover and into the wood chip mulch.</td>
</tr>
<tr>
<td>C</td>
<td>In autumn, leaf removal shall occur at each visit as needed to prevent smothering of turf and groundcovers and excessive clumping when mulch mowing. Remove leaves from site only as needed to maintain a neat appearance and the health of the plantings.</td>
</tr>
<tr>
<td>D</td>
<td>Contractor is encouraged to use non-polluting devices like rakes and brooms when feasible. Blowers and other power equipment should be low-decibel, low-fossil fuel consumption, low-emissions models, and shall comply with all applicable City noise ordinances.</td>
</tr>
<tr>
<td>E</td>
<td>Excessive branch and debris cleanup from storm damage is not included in the contract work and is considered an additional service at Owner’s request. A storm is a weather event that lasts for no more than 3 days.</td>
</tr>
<tr>
<td>1.3</td>
<td><strong>Landscape Debris Removal</strong></td>
</tr>
<tr>
<td>A</td>
<td>When applicable, remove biodegradable landscape debris (turf clippings (limited to only those times when mulch mowing is not possible), leaves, branches, annuals, dead plant material, etc.) to a yard refuse recycling facility. Acceptable sites include topsoil producing facilities and/or other facilities, which utilize yard waste for landscape purposes. No biodegradable material should be disposed of as garbage, except noxious weed debris.</td>
</tr>
<tr>
<td>B</td>
<td>Remove and properly dispose of moss from curbs, stairs and walkways.</td>
</tr>
<tr>
<td>1.4</td>
<td><strong>Mulch Replacement</strong></td>
</tr>
<tr>
<td>A</td>
<td>Contractor shall replenish mulch regularly to maintain a depth of no less than two inches (2”) in all planting areas, including tree wells. Established beds where plant foliage or groundcover completely covers the soil surface require no additional mulch. Keep mulch at least two to three inches (2 – 3”) away from the crown of plants and trees.</td>
</tr>
<tr>
<td>B</td>
<td>Mulch shall be medium or fine shredded bark mulch or, compost, etc. When replacing existing mulch, use a mulch product that is similar in appearance to that already at the site. No “red” bark mulch or dust, or bark nuggets, shall be used.</td>
</tr>
<tr>
<td>1.5</td>
<td><strong>Specialized Area Maintenance</strong></td>
</tr>
<tr>
<td>A</td>
<td>Any specialized landscape areas, such as water features, annual planting beds, rockeries, bioswales, and raingardens, require specialized maintenance plans and shall be agreed upon by the Owner and Contractor before starting work.</td>
</tr>
<tr>
<td>B</td>
<td>Contractor shall also provide updating of pots/containers with seasonal color, as needed. Contractor to propose design and cost of this bi-annual updating to owner for review and approval. Contractor must provide watering and maintenance of these pots/containers at building entrances and other public spaces.</td>
</tr>
</tbody>
</table>
### Materials and Execution - Trees, Shrubs, Vines, Groundcover Maintenance

#### 1.1 Fertilization

| A | Fertilizers shall be either organically derived or slow-release synthetic products, to minimize water pollution and feed plants over a longer period of time. Fertilize in early spring. Use 1-2-2 nutrient ratio (N-P-K), or similar, per manufacturer's recommended rates (not to exceed 5:10:10). Water immediately after applying to move the fertilizer into the soil and wash the fertilizer off of plant surfaces. |
| B | For ornamental grasses: Fertilize in October with turf fertilizer approved in turf section below, per manufacturer's recommended rates. |
| C | Do not fertilize plantings in swales, biofiltration planters or rain gardens. |
| D | When applying granular fertilizers to drip-irrigated areas, the fertilizer must be washed in by hand or rainfall before turning on the drip system. Running the drip system immediately after application will push the fertilizer away from the emitters, resulting in a high concentration of fertilizer at the edge of the wetted zone. It is recommended that granular fertilizers be applied to drip-irrigated areas only in early spring, just prior to a moderate rainfall. |

#### 1.2 Pruning

| A | Prune plantings only as necessary, appropriate to site, need, season and plant species. Discuss significant pruning work with Owner prior to work beginning. |
| B | Pruning must only be performed by trained personnel in accordance with accepted horticultural practices. Prune to enhance the natural growth and shape of plant materials and intended function of the planting. Replace plant materials that are disfigured or damaged due to improper pruning at no additional cost to Owner. |
| C | Shrub plantings are designed to grow together and to the edges of the beds to minimize weed infestation and maximize water conservation. Prune to encourage a dense, continuous planting, with natural shape and branches reaching fully to the ground. Shearing is only permitted for formal hedges. Do not shear shrubs into topiary (shapes). Prune back branches as needed when interfering with walks, buildings, signage, fire control utilities, site lighting, security/safety visibility, site lighting, and vehicular circulation. Prune dead and broken branches quarterly and more frequently as required. |
| D | Ground covers are to be trimmed so they meet but do not grow over walkways or outside any of the planters. |
| E | Vines shall be encouraged to climb in appropriate areas. They shall be pruned to keep free from window recesses, and removed in areas where vines are damaging the building, like on brick surfaces or other materials susceptible to vine damage. |
| F | Once a year, assess all trees for necessity or recommendation of pruning. Street trees shall be pruned to maintain adherence to City sight distance requirements, to maintain visibility of street name signs, protect trees from vehicle damage, and maintain pedestrian safety. Remove all non-structural branches between the ground and 6-8' above the ground level. A vertical clearance of 114 inches is required above all parking spaces; a vertical clearance of 80 inches is required above all walkways. Trees shall not be "topped". |
| G | The Additional Services of an ISA-certified arborist are required for pruning on any trees larger than six inches DBH (diameter at breast height as measured at four and one-half feet about the existing grade at the base of the tree) and any branches larger than four inches in diameter. This is considered an additional service. |
| H | All sucker growth from trunk and base of trees shall be removed monthly or as required up to twelve feet (12') from the ground to maintain a clean appearance. |
| I | Periodically inspect and adjust tree staking and guying to prevent damage to the cambium layer. Remove guys and stakes as soon as trees are established and self-supporting (generally one year after installation). |
| J | When pruning shrubs known or suspected to be diseased, the cutting blades shall be sterilized after each cut. |

#### 1.3 Weed, Pest, and Disease Control

| A | Control of Weeds: Use cultural methods (mulch, proper pruning, proper irrigation) to encourage plant health and growth and discourage weeds. Keep planter beds and tree wells free of weeds and debris on a rotational basis, weekly throughout the year by hand pulling or other mechanical means. Entire site shall be weeded by hand or mechanical weeding methods that remove the roots at least once monthly. |
| B | Use of pre-emergent herbicides is not permitted without prior written approval of Owner on an incident by incident basis. Pre-emergent herbicides may only be used on sites with at least two years of plant establishment. Areas considered for pre-emergent use are limited to tree wells and mulch-only beds without groundcover. Standard maintenance practices called for in this contract must be documented in areas where pre-emergent use is being considered before approval for use will be given (hand weeding, edgings, mulch application, proper pruning). Preemergent herbicides are not allowed in planted shrub beds or graveled pedestrian walkways. |
Control of Insects and Diseases: Apply insecticide or fungicide to trees, shrubs and ground covers only when significant plant damage would result from not addressing the infestation. Calendar-based spraying is not allowed. Base pesticide application decisions on monitoring for damage, specific pest identification, and proper timing. Control of major disease and insect infestations for trees, shrubs and ground covers is not a part of the contract work and is considered an Additional Service. Regularly monitor all plant material and immediately notify Owner of any need for such control. Contractor is responsible for any damage to plant material incurred as a result of failure to immediately notify Owner of correctable disease and/or insect problems, and Contractor must replace any such damaged plant material at no additional cost to Owner. Owner has a separate pest control contract that covers rodents and insects in non-planted areas. Control of rodents and insects in planted areas are the responsibility of this contract.

4 Materials and Execution - Turf Maintenance

1.1 Mowing

A All turf will be mowed with professional quality mulching mower equipment. Pricing assumes that bagging and removing clippings will be required only when excessive leaf debris is present, turf is too long to mulch, or when moisture conditions are too high to allow effective mulching without substantial clumping of turf debris.

B Prior to each mowing remove all litter and debris from lawn areas. Formal turf areas shall be mowed per the schedule below and maintained at a height of no less than 1-1/2 inches and no more than 2-1/2 inches. Coordinate mowing schedules with Owner. Alternate mowing direction where feasible every mowing. Maintain a uniform lawn height free from scalping.

C Contractor is responsible for any damages incurred as a result of mower damage to trees and shrubs and must repair or replace any such damage at no cost to Owner. Properly maintained tree wells are encouraged to minimize such damage.

D Clippings will be swept or blown from hardscapes after each mowing. Sweeping is encouraged when feasible.

1.2 Mowing Schedule

A Mowing schedule: Mow weekly during active growth periods (approx. April-October) and at least once a month during winter. Keep mower blades sharp.

1.3 Edging and Trimming

A Mechanically trim all landscape turf edges every other mowing. Edges include all formal lawn perimeters and tree wells in lawn areas. Twice annually redefine all formal lawn edges with a mechanical blade-type edger or hand spade. Clean debris from hardscapes and non-turf landscape areas, remove larger debris.

B Trim all formal lawn areas that cannot be reached by a mower every other mowing. Areas to be trimmed include any lawn adjacent to poles, signs, bollards, trees, walls and all other obstacles. Perform trimming to the same height as mowing. Clean debris from hardscapes and non-turf landscape areas, remove larger debris.

C Contractor is responsible for any damages incurred as a result of trimmer and edger damage to trees and shrubs and must repair or replace any such damage at no cost to Owner. Properly maintained tree wells are encouraged to minimize such damage.

1.4 Turf Fertilization

A Beginning the first year of the contract, Contractor shall provide soils tests performed by an authorized laboratory at least once every three years to determine fertility and pH requirements of turf areas. Submit soil test analysis and recommendations to Owner.

B Fertilize landscape turf areas with a well-balanced, slow release fertilizer as required to provide vigorous deep rooting and a healthy green appearance year-round. Determine fertilizer application rates and materials from soil test results. Generally, turf fertilizer should not exceed a 3-1-2 nutrient (N-P-K) ratio.

C Submit a fertilizer schedule, listing proposed materials, application rates and application times with your Proposal and immediately prior to performing the work. Contractor shall provide pricing for use of slow-release chemically based or “bridge” fertilizer AND natural-organic fertilizer. Owner may choose a schedule that includes either one or both types of fertilizer.

D Approved fertilizer schedule must include three to five applications per year (or less if supported by soil test results), no more than one pound of nitrogen per thousand square feet per application, and no more than four pounds of nitrogen per thousand square feet applied annually. Nitrogen applications in excess of four pounds per thousand annually are allowed only if supported by soil test results.

1.5 Turf Lime Application

A Apply agricultural grade pellet form lime at a rate of up to 40 lbs/1000 sq. ft. in turf areas only as recommended by soil test results, and no more than once annually in the spring. Do not apply lime and fertilizer at the same time. Lime should go on first: wait at least 30 days after applying lime before fertilizing.

1.6 Turf Weed, Pest, and Disease Control
### 1.7 Turf Aeration and Overseeding

<table>
<thead>
<tr>
<th>A</th>
<th>Control of weeds: Use cultural methods (mulch mow, fertilize, aerate, irrigate) to minimize weed cover on all turf. Owner shall identify turf areas considered high-quality, all other areas shall be treated as standard-quality turf. If weed cover increases to over 20% of turf on high-quality area or up to 40% on standard-quality areas, then spot applications of contact herbicide may be considered during the growing season to control broadleaf weeds. A maximum of two spot applications annually for all turf areas are allowed and included in the work. Use health and environmental hazard information to choose most effective and least hazardous product. Single active ingredient products are preferred if they are available and meet other criteria for safety and effectiveness. “Weed and Feed” products are not allowed. Products used must be safe for dogs and other animals.</th>
</tr>
</thead>
<tbody>
<tr>
<td>B</td>
<td>Control of insects: Monitor all turf areas for infestation of crane fly or other harmful insects. Use cultural and mechanical means for control, including reducing irrigation in fall, fertilizing to outgrow damage, and aerating in spring to reduce larvae population. Pesticide application for crane fly control will only be allowed if documented monitoring shows more than 25 crane fly larvae per square foot. Apply pesticides only to specific areas where insect infestations have been identified by the Contractor and pose significant risks to the health and appearance of turf. Use health and environmental hazard information to choose most effective and least hazardous product.</td>
</tr>
<tr>
<td>C</td>
<td>Control of moss: Monitor for moss at levels that diminish turf quality. If found, apply moss control product containing no more than 10% iron or a fatty-acid soap active ingredient on affected turf areas up to once annually, only if needed. Avoid contact with hardscape surfaces and immediately clean any staining. Combination moss control + fertilizer products are not allowed.</td>
</tr>
<tr>
<td>D</td>
<td>Control of diseases: Monitor for Red Thread and other fungal diseases. No fungicide treatments for Red Thread are allowed. Treat the cause, nitrogen deficiency, with nitrogen fertilizer instead. If other diseases are determined to be causing significant risks to the health and appearance of the turf after cultural improvements are tried, then use health and environmental hazard information to choose most effective and least hazardous product.</td>
</tr>
</tbody>
</table>

#### 1.7.1 Aerate 30% of the square footage of turf areas once annually in the spring. Rotate applications to achieve 100% coverage of all turf areas at least every 5 years. Adjust areas to be aerated based on need (some areas may be aerated every year and others only as required to meet the 5 year minimum rotation). Aerate with a vertically operating core aerator utilizing shaft mounted 1/2” hollow tines. Cores shall be made 4” on center to a 3” depth. |

#### 1.7.2 Overseed immediately after aeration with a quality Northwest seed blend adapted to the site. Use at recommended overseeding rate. |

#### 1.7.3 Drag turf areas to break up plugs and mix with the seeds. |

#### 1.7.4 After aeration and overseeding, high-use or worn lawn areas should be topdressed in spring or fall for greatest improvement. General lawn should be topdressed with pure compost or a compost-sand mixture, 1/4 to 1/2 inch thick, to improve both drainage and soil fertility. Use a weed-free mature compost from a reputable supplier, screened to 3/8 inch minus particle size. Dragging or raking shall be done after application to help get compost down into the aeration holes and break up aeration cores and compost clumps. |

#### 1.8 Thatch Thatching

<table>
<thead>
<tr>
<th>A</th>
<th>Mechanical thatch removal is not part of this contract and is considered an additional service. Monitor for thatch once annually in the fall. If 30% or more of the turf has thatch build up of over one inch, Owner may approve thatching of that area. If approved, mechanically remove thatch from approved areas in the fall. Rake or vacuum to remove debris. If mulch mowing will break down debris enough to allow it to stay on the turf area as organic matter, that is allowed.</th>
</tr>
</thead>
<tbody>
<tr>
<td>B</td>
<td>Compost down into the aeration holes and break up aeration cores and compost clumps.</td>
</tr>
</tbody>
</table>

#### 5 Materials and Execution - Irrigation

##### 1.1 General Irrigation System Operation

<table>
<thead>
<tr>
<th>A</th>
<th>Contractor is responsible for providing a staff completely trained and familiarized with the setup, monitoring and maintenance of the irrigation system at Owner’s sites.</th>
</tr>
</thead>
<tbody>
<tr>
<td>B</td>
<td>Contractor is responsible for understanding the capacities and capabilities of the irrigation system and ensuring that system modifications do not cause landscape water demand to exceed the hydraulic capacity of the system.</td>
</tr>
<tr>
<td>C</td>
<td>Contractor will establish appropriate time intervals for each valve zone in the irrigation systems and adjust during the operating season as necessary.</td>
</tr>
<tr>
<td>D</td>
<td>Adjustments should be based on local evapo-transpiration (ET) data as much as possible.</td>
</tr>
<tr>
<td>E</td>
<td>Operate systems only during night hours. Daytime operation is permitted only when inspecting or testing the system, after fertilizer application, for new installations and during extreme temperatures.</td>
</tr>
<tr>
<td>F</td>
<td>Run times shall be sufficient to allow for saturation of the root zone without run off. This may require “cycle and soak” scheduling in spray zones. Allow adequate run times in drip irrigation zones.</td>
</tr>
<tr>
<td>G</td>
<td>Contractor will manage all irrigation systems for peak efficiency and water conservation. Check for proper water application rates by inspecting soil moisture and health of plant materials on a weekly basis. Adjust the irrigation frequencies as required to correct over or under watering.</td>
</tr>
</tbody>
</table>
Contractor shall manage irrigation schedules so that irrigation is applied more deeply, but less frequently, rather than small amounts on a daily basis.

Contractor and Owner will work in collaboration during water supply shortages and under drought conditions to develop an irrigation strategy that best preserves and protects the site’s landscape investment.

1.2 Irrigation System Monitoring

A. Irrigation system monitoring and inspections to include the following:

B. Visually inspect all irrigated landscape areas once weekly from April through September to identify potential leaks as evidenced by water related plant stress, surface water or erosion, broken or damaged equipment, and paved surfaces or building walls/windows affected by irrigation spray.

C. Visually inspect the operation of all irrigation valve zones once monthly from April through September to identify coverage problems, misdirected nozzles, broken or damaged equipment, hard-scape or building overspray, pressure problems and system leaks.

D. Perform two-wire path loop resistance test on each site once annually during winter shutdown.

E. Provide the following written irrigation system management reports to Owner’s Project Manager.

F. Summary of additional services, system repairs and renovations, general operations and recommendations once monthly from April through September.

G. Summary of major renovations, replacements and equipment changes along with proposed renovations/upgrades and associated budget recommendations once annually.

1.3 Irrigation System Maintenance, Winterization, and Re-Activation

A. Run-off of water from irrigation systems into or onto streets, sidewalks, stairs, or gutters is not permitted. Immediately make adjustments, repairs, or replacements required to correct the source of the run-off.

B. Clean and adjust heads, nozzles and valves as required. Repair systems that are not operational to bring them back into full working order. Clean drip irrigation valve strainers as required. Properly prune plantings and remove sod and debris affecting head performance from all zones once during the months of April and May. Properly prune plantings and sod or debris affecting access to valves, and reset/raise valve boxes, which have settled during the winter shutdown months. Propose upgrades to Owner of existing irrigation systems with water reduction and labor reduction data to aid Owner in determining whether to approve upgrading systems as an additive alternate to the contract.

C. Winterization: Prior to freezing weather and no later than November 1, deactivate the irrigation systems. Vacate all water from the systems using an air compressor and adjust/set all valves and back flow prevention devices for winterization per manufacturer’s recommendations.

D. Spring start-up: Open the main valve(s), inspect and adjust all sprinkler heads, re-program and check battery backup in controller, and troubleshoot the entire system. Flush out lateral lines and adjust heads and nozzles. Test sensors (rain, soil moisture, weather) and zone coverage while running. Set ET-based, seasonal, or weather–based manual or automatic programs. Post spring/summer/fall schedules (runtimes x days / zone) and train staff as needed to monitor through season.

E. Contractor shall be responsible for all costs associated with damage resulting from improper irrigation winterization and re-activation procedures, and for all damage resulting from failure to winterize or re-activate in a timely fashion. The Contractor is not responsible for freeze damage to piping left pressurized year around per the direction of Owner.

F. Provide for inspection and testing of backflow prevention valves annually, as required by law.

1.4 Irrigation System Repair and Renovation

A. Provide 24 hour per day, 7 days a week emergency response to immediately replace or repair broken, damaged or inoperable irrigation components which pose damage or safety hazards to persons or property. Prepare Proposals for all other repair or replacement work.

B. Rain sensors, soil moisture sensors, and rain shut-off devices are encouraged in renovation work when not already installed in irrigation system.

C. Contractor shall be responsible for repairing existing sytem. The visual inspection of the system during the bidding phase tour shall be used to establish the baseline. All repairs to the system shall be identical to the original installation, unless approved otherwise in advance by the Owner. If a change to the installation will result in lower future maintenance costs, less frequent breakage, or an increase in public safety, request authorization to make the change from the Owner.

D. The following repair activities are considered additional services:

E. Troubleshooting and repair of controller components.

F. Damage by other than Contractor vehicles.

G. Pedestrian or vandalism damage.

H. Special event damage.

I. Construction related damage by other than Contractor’s activities.

J. Storm related damage.

K. Product failure.
Provide the following repair or replacement work at no cost to Owner:

- Damage due to Contractor maintenance activities.
- Damage due to work by Contractor’s construction activities.
- Inform Owner if shutting off the systems during emergencies.
- Redline all irrigation repairs or renovations which represent changes to the existing irrigation on current record drawings and submit to Owner.

6 Materials and Execution - Integrated Pest Management and Pesticide Applications

1.1 Integrated Pest Management (IPM)

A. Owner strongly encourages environmentally sensitive maintenance practices. The principles of integrated pest management (IPM) shall be employed. The intent is to limit any pesticide (including herbicide) applications through healthy landscape management practices. Please see the IPM Management tab for more details.

B. IPM is an approach to pest control that utilizes regular monitoring to determine if and when treatments are needed and employs physical, mechanical, cultural, biological, and educational tactics to keep pest numbers low enough to prevent unacceptable damage or annoyance. Additional treatments, such as pesticide applications, are made only when and where monitoring has indicated that the pest will cause unacceptable economic, medical, or aesthetic damage. Treatments are not made according to a predetermined schedule. Treatments are chosen and timed to be most effective and least-hazardous to non-target organisms and the general environment. (adapted from Bio-Integral Resource Center) (see “IPM Management” tab).

C. Contractor shall consider pesticide applications only as a last resort and only after other methods of control are proven ineffective.

1.2 Pest Monitoring

A. Pest monitoring and inspections to include the following:

B. Contractor shall visually inspect all landscape areas once weekly from April through September, and once monthly from October to March to identify potential pest problems. Pest problems include insect, disease, and weed infestations. The presence of a pest does not necessarily mean there is a problem. Contractor shall keep written records of pests identified and areas where problems may be developing. Contractor shall submit records weekly to Owner.

C. Contractor staff and on-site supervisor shall visually inspect all landscape areas once monthly from April through September with the Owner. Contractor shall review written monitoring records with Owner at this time.

D. Cooperatively identify any area where non-chemical IPM control methods should begin.

E. Contractor shall provide the following written pest monitoring reports to Owner on a monthly basis.

F. Summary of pests identified during pest monitoring inspections, status of infestations, and description of controls implemented (e.g., “applied wood chip mulch”, “mechanically pulled weeds”, “adjusted irrigation”).

G. Noxious Weeds identified. See section below for Noxious Weed Control specifications.

H. Contractor shall provide proposals for renovations, replacements and other changes, along with associated budget recommendations, once annually. Proposals shall be received no later than August 25th.

1.3 Pesticide Applications

A. Pesticides include all herbicides, insecticides, fungicides, and various other substances used to control pests.

B. All pesticide applications shall be preceded by monitoring and positive pest identification. Submit these findings in writing to Owner prior to any pesticide application.

C. Under no circumstances will combination products be allowed (“weed and feed”, weed control + fertilizer, insect control + fertilizer, etc.).

D. Under no circumstances will regularly scheduled calendar-based applications of pesticides be allowed without written prior approval of Owner.

E. Under no circumstances will preventative “blanket” applications of pesticides be allowed without written prior approval of Owner.

F. If Contractor determines that calendar-based or “blanket” applications may be needed, Contractor shall provide Owner two weeks notice of request. Owner will determine if such applications will be allowed. Contractor shall provide Owner the following information in a request for calendar-based or “blanket” application of any pesticide:

G. Identification of pest and reasons control is required.

H. Description of the cultural, non-chemical, and/or spot application of pesticides already tried and assessment of success or failure of those remedies.

I. Product recommendation and information on health and environmental hazards of that product. City and County Pesticide Tier Tables, and “Grow Smart Grow Safe” may be helpful in locating this information.

http://www.seattle.gov/environment/TierTablesFriendlyFormat.xls

http://www.govlink.org/hazwaste/interagency/ipm/ipm_produ Eval.html#tierinreport

**J** Owner will determine if calendar-based or “blanket” application will be allowed and if so may request that Contractor use alternate product, based on health and environmental information.

**K** All pesticides must be EPA approved and applied by a licensed Washington State Pesticide Applicator or Operator per the label directions. All applications must be posted as per WSDA regulations for 24 hours after application. All chemicals used must have a MSDS filed with Owner. Pesticide application records shall be kept in accordance with RCW 17.21, Section 100 and copies provided to owner. (This would be amended for your medical center’s location)

**L** Contractor is responsible to verify that pesticides are appropriate for use with the respective plant materials. Contractor is responsible for any damages incurred as a result of applications and shall repair or replace any such damage at no cost to Owner.

### 1.4 Noxious Weed Control

**A** Noxious Weed Control is mandated by the County Noxious Weed Control Board based on the state weed control law, Chapter 17.10 RCW. Assistance and weed lists (Class A, B, C, Non-designate, and Weeds of concern) are available from the County Noxious Weed Control Program at [http://dnr.metrokc.gov/wlr/lands/weeds/](http://dnr.metrokc.gov/wlr/lands/weeds/), or 206-296-0290.

Contractor shall begin control of any County Class A, B, or C Weeds upon identification. Control will follow nonchemical IPM control techniques outlined in County’s Best Management Practices, Alerts, and other documents posted on the Noxious Weed website. Pesticide applications can only be considered as a last resort when non-chemical methods have proved ineffective. Follow the specifications listed in section 3.3 Pesticide Applications, above. All other non-designated weeds shall be controlled with ongoing IPM and healthy landscape management techniques. (This would be amended for your medical center’s location)

### 7 Service Adjustments

**7.1** In the event that the medical center needs to add or remove a location from this contract, it is expected that the Contractor will be able to expand or eliminate services without other locations being affected.

**7.2** Any new locations shall receive pricing that is equal to or less than the pricing offered to similar locations currently being serviced as part of this agreement.

**7.3** In addition, if a location is removed from this contract, the pricing for the other locations currently being serviced as part of this agreement shall not be altered.

**7.4** Please indicate the process that must be followed if the Medical Center wants to add or remove a location from this agreement.

### 8 Quality Assurance and Process Improvement

**8.1** While Contractors are expected to meet the industry accepted standards for landscaping maintenance services, the medical center requires that Contractors adhere to formal quality assurance and process improvement standards. The medical center shall have the right to monitor the quality of services provided under this agreement through appropriate methods, which may include direct observation of services provided by the Contractor, audit of documentation, and the performance expectations outlined below and throughout this document. Specific quality assurance and process improvement measures shall be implemented as determined by the medical center.

**8.2** In the event that the medical center determines that the Contractor is not meeting the requirements set forth in this document, the medical center shall notify Contractor and Contractor shall cooperate with the medical center in the development and implementation of a corrective action plan that resolves the deficiency immediately (within 24 hours). If the Contractor fails to comply with any such corrective action plan, the medical center reserves the right to terminate the agreement.

**8.3** If the selected Contractor consistently fails to meet the expectations outlined in this document, the medical center reserves the right to penalize the selected Contractor through financial or other penalties. Prior to finalizing any agreement for these services, the selected Contractor and the medical center shall agree to mutually acceptable quality control penalties.

**8.4** Contractor shall permit the medical center to perform audits on an as needed basis, as determined by the medical center. The medical center shall have the right to request any documentation or records pertaining to any services performed hereunder under written notice to the Contractor. Contractor agrees to cooperate and produce documentation in a timely manner.

### 9 Timelines and On-Site Tour/Meeting at the Medical Center’s Locations

**9.1** Contractor shall indicate how long it will take (in days), if awarded the contract, to be able to provide services to the medical center. Please note that all staff must meet the aforementioned Fit for Duty requirements described above prior to performing any services under this agreement.
<p>| | |</p>
<table>
<thead>
<tr>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>9.2</td>
<td>Please describe, in 100 words or less, a service transition plan if your organization is awarded this contract. If possible, please describe past transition successes with other clients in order to provide additional detail and context.</td>
</tr>
<tr>
<td>9.3</td>
<td>In order for Contractors to understand the full scope of services described in this document, Contractors will be required to visit the Medical Center for a tour during this time period only: <strong>Insert your time period and destination for meeting to review the scope</strong>. Further guidance regarding this project will be provided during this visit. <strong>Please make arrangements by emailing</strong></td>
</tr>
</tbody>
</table>
**TERMS AND CONDITIONS FOR LANDSCAPING MAINTENANCE SERVICES**

This section of the RFP offers a brief—and not necessarily all-inclusive—outline of terms and conditions required by the Contractor. It is intended to serve as a guideline rather than a complete itemization.

It is realized that each Contractor's products or services may differ from these specifications. As such, each Contractor is free to propose variances from these specifications. If a specific item or capability is unavailable, the Contractor is free to comment on its future availability by providing details on its development status.

Each Contractor’s proposal should include the following about each of the services proposed:

An indication of compliance with the requirements detailed in this section. Contractor shall indicate its compliance with each specification by selecting one of the following responses (“Yes, Complies”, “No, Does Not Comply”, “Partially Complies” or “No, Not Currently Available, Under Development”) in the "Contractor Response" column as appropriate. If the Contractor does not meet a specification fully for each applicable question/requirement (unless stated otherwise in the instructions for the section) or it is unclear whether compliance is met, "No, Does Not Comply" shall be chosen and an explanation provided for the uncertainty or noncompliance. In cases where the Contractor is proposing more than one service for consideration, only select “Yes, Complies” if all services being proposed meet all cited specifications.

<table>
<thead>
<tr>
<th>Yes, Complies</th>
<th>No, Does Not Comply</th>
<th>Partially Complies</th>
<th>No, Not Currently Available, Under Development</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Contractor shall identify a contact to address compliance questions that arise from review of the Terms & Conditions Tab:

Name: _____________________________________________   Title: ______________________________________________

Phone:_____________________________________________   Email: _____________________________________________

**SERVICE AGREEMENT TERMS AND CONDITIONS**

The terms and conditions to be included in the Agreement shall include, without limitation, the following:

**1. TERM & TERMINATION:** The TERM of the Landscaping Maintenance Agreement shall be for a period of one (1), three (3) or five (5) years ("Initial Term"), depending upon the medical center’s preference.

Sixty (60) days prior to the end of the Initial Term, the parties may mutually agree in writing to extend the Agreement via an amendment.

**2. CONTRACTOR’S RESPONSIBILITIES:** In addition to those responsibilities discussed throughout this document:

2.1 Contractor shall be responsible for assuring that all work performed under this Agreement conforms in all respects with the terms and conditions of this Agreement and is performed without defects or deficiencies in work and materials. If the medical center determines that such work does not conform to the above requirement, it may issue a “Stop Work” Order. Upon issuance of a Stop Work Order, Contractor shall immediately confer with an authorized representative of the medical center and take all reasonable steps to resolve or address the conditions that led to the Stop Work Order. A Stop Work Order shall be rescinded only at the written direction of the medical center.

2.2. Contractor shall indemnify, defend and hold the medical center harmless from and against any liens, claims, liabilities or negligent acts or omissions by a subcontractor against the medical center or Contractor.

2.3 By written notice to each other within ten (10) days following execution of this Agreement, Contractor and the medical center shall each designate an authorized representative who will be responsible for handling all communication between Contractor and the medical center during the term of this Agreement. Such authorized representative may be changed from time to time by written notice of either party to the other. Such authorized representative shall have full and complete authority to represent each party in connection with this Agreement.

2.4 INVOICES: The Contractor is required to invoice as directed by the medical center. All invoices submitted to the medical center by Contractor shall list the products, equipment and/or services purchased thereunder in the same sequence used in the medical center purchase order for such items. The medical center’s purchase order number shall appear on all invoices submitted to the medical center. All invoices received by the medical center are processed timely in accordance with its organizational policies; and, unless otherwise agreed to in writing by the medical center shall not be financially responsible for invoices received 180 days or later after receipt of the applicable products and/or services. All invoices shall be submitted to [insert name and address here].

Approved invoices shall be paid net 45 calendar days from receipt of invoice.

No response necessary.
**CONTRACTOR'S WARRANTY:** Contractor warrants to the medical center as follows:

1. It has the necessary capabilities to perform the Services in a professional, good and workmanlike manner consistent with applicable professional standards;

2. As applicable, all materials furnished by Contractor under this Agreement shall be new and of appropriate quality and fit for their intended purpose;

3. No Services, materials, equipment or other matters furnished under this Agreement will in any way infringe upon or violate any federal, state or local law or regulation, nor violate any third party contract rights;

4. All employees, subcontractors and agents providing Services under this Agreement on behalf of Contractor shall have the requisite experience and qualifications to perform the Services; and

**PRICING:** Bid prices must include all cost components needed to provide the goods and/or services as described in this RFP document. All costs associated with the services specified must be incorporated into the price of the response to this RFP.

**PRICE PROTECTION:** Prices are to be held firm for the one (1), three (3), or five (5) year period of the Landscaping Maintenance Agreement.

**TERMINATION FOR CAUSE:** Either party may terminate this Agreement, prior to the expiration of the Initial Term, for cause. A party shall have cause for termination upon the occurrence of any of the following (individually, an "Event or Default").

- If the other party defaults in the performance of any material covenant, agreement, term or provision of this Agreement (other than payment) and such default continues for a period of thirty (30) days after the receipt of written notice to the defaulting party stating the specific default, or the defaulting party fails to effect a cure in the thirty (30) day notice period.

- If the other party applies for, or consents to, the appointment of a receiver, trustee or liquidator, or is unable to pay its debts as they come due, makes a general assignment for the benefit of creditors or takes advantage of any bankruptcy or insolvency law.

**TERMINATION WITHOUT CAUSE:** Either party may terminate this Agreement without cause and without penalty on ninety (90) days' prior written notice.

**INDEPENDENT CONTRACTOR:** Contractor will perform the Services as an independent contractor of the medical center and this Agreement will not be construed to create a partnership, joint venture, or employment relationship between Contractor and the medical center. No employee or agent of Contractor will represent himself or herself to be an employee or agent of the medical center or enter into any agreement on the medical center's behalf or in the medical center's name. Contractor will retain full control over the manner and means in which the Services are performed and Contractor's employees, subcontractors and agents shall not be entitled to workers' compensation, retirement, insurance or other benefits afforded to employees of the medical center. The medical center does not assume any liability as an employer of Contractor or any of Contractor's employees or contractors. Contractor's employees and agents shall have no claim against the medical center for vacation pay, sick leave, social security, workers' compensation or employee benefits of any kind. Contractor shall indemnify and hold the medical center harmless from all responsibility and liability therefore.

**COMPLIANCE WITH LAWS AND POLICIES:** Contractor will (a) comply with all applicable federal, state, and local laws, ordinances, government regulations and orders, including without limitation, requirements for participation in Medicare and Medicaid, and all applicable standards and recommendations of The Joint Commission, with respect to its performance of the Services; (b) file all reports relating to the Services (including, without limitation, federal, state, and local tax returns); (c) pay all filing fees and federal, state and local taxes applicable to Contractor's business; and (d) pay all amounts required under local, state and federal workers' compensation acts, disability benefit acts, unemployment insurance acts and other employee benefits acts. Contractor will provide the Medical Center with such documents and other supporting materials as the Medical Center may reasonably request to evidence Contractor's continuing compliance with this Section 7.
**INSURANCE:** Contractor shall procure and maintain during the term of this Agreement, at Contractor's sole expense, the following insurance, naming the Medical Center as an additional insured on its commercial general liability insurance. All such insurance policies shall provide that they will not be canceled or materially modified without providing at least thirty (30) days written notice to the medical center, and Contractor shall provide a Certificate of Insurance evidencing this coverage annually upon the anniversary of the execution of this contract.

- Workers’ Compensation and Employers Liability Insurance in compliance with the laws of the state of Washington for Contractor's employees.
- Property Insurance covering Contractor’s personal property now or hereafter located on the Premises against “All Risk” of Loss in an amount at least equal to replacement value. “All Risk” shall mean at a minimum coverage for Special Causes of Loss perils.
- Commercial General Liability insurance providing coverage for Contractor's operations with limit of liability of One Million Dollars ($1,000,000) per occurrence and Two Million Dollars ($2,000,000) in the aggregate for each policy year.
- Excess Liability Insurance providing excess coverage over the underlying Commercial General Liability and Employers Liability Policies. The limit of liability shall be $5,000,000 per occurrence/aggregate.
- Automobile Liability Insurance with a minimum combined single limit of $1,000,000.
- Employee Dishonesty Coverage for the acts of Contractor's employees in an amount no less than $1,000,000.

**CONFIDENTIALITY:**

**Confidential Information.** “Confidential Information” includes, but is not limited to, all proprietary information of the Medical Center such as trade secrets, data, know-how, concepts, methods and processes, techniques, computer programs, support and training materials, financial and other business information, marketing plans, patient records, customer/vendor lists, or other confidential information concerning the Medical Center’s business, practice, finances, or procedures.

**Maintaining Confidentiality.** Contractor will respect and protect the confidences of the Medical Center and will not at any time during or after the term of this Agreement directly or indirectly divulge or disclose any Confidential Information for any purpose, including for Contractor’s own benefit, for the benefit of any third party, or in connection with Services performed by Contractor for any other client or employer without the prior written consent of authorized representatives of the Medical Center. Contractor agrees that Confidential Information may only be disclosed to Contractor's agents or subcontractors who have a need to know the Confidential Information and who have signed a confidentiality agreement with terms equivalent to this Section.

**Return of Documents.** Upon termination of this Agreement, Contractor will return and will not keep or preserve any records or copies of records relating to the Medical Center, its business, or its Confidential Information.

**Binding After Termination.** Provisions of this Section 9 not to disclose Confidential Information will continue to apply even after the termination of this Agreement, and until such time as the Confidential Information becomes public knowledge through no fault of Contractor. Contractor will report to the Medical Center any and all unauthorized disclosures or uses of Confidential Information. Contractor acknowledges that any publication or disclosure of Confidential Information to others may cause immediate and irreparable harm to the Medical Center, and if Contractor should publish or disclose Confidential Information to others, the Medical Center shall be entitled to injunctive relief or any other remedies to which it is entitled under law or equity.

**Third-Party Confidential Information.** Contractor will not use, in the performance of the Services or the creation of any proprietary materials, or disclose the medical center any confidential or proprietary information of any other person if such use or disclosure would violate any obligation or duty that Contractor owes to such person. Contractor warrants and represents that Contractor's compliance with this Section 9.5 will not prohibit, restrict, or impair Contractor’s performance of the Services and its other obligations and duties to the medical center.
<table>
<thead>
<tr>
<th>Section</th>
<th>Text</th>
</tr>
</thead>
<tbody>
<tr>
<td>10</td>
<td><strong>WORK PRODUCT:</strong> Contractor agrees that any work Contractor creates while performing Services, and all intermediate works, including notes, outlines, papers, products and the like, created in connection therewith (the &quot;Work Product&quot;), shall be the sole property of the medical center. Work for hire shall not include materials prepared by Contractor prior to the provision of Services to the medical center or prepared by Contractor for purposes other than the provision of Services. Contractor expressly acknowledges that the Work Product is to be considered &quot;work for hire&quot; within the meaning of the United States Copyright Act, and the medical center is to be the &quot;author&quot; within the meaning of the Act. All copyrights in the Work Product, as well as all copies of such Work Product, in any medium, shall be owned exclusively by the medical center on their creation, and Contractor expressly disclaims any interest in them. In the event (and to the extent) that the Work Product or any part of it is found as a matter of law not to be &quot;work for hire&quot; within the meaning of the Act, Contractor hereby assigns to the medical center the sole and exclusive right, title, and interest in the copyrights to, and all copies of, the Work Product, without further consideration, and agrees to assist the medical center to register, and from time to time to enforce, the copyrights. To that end, Contractor agrees to execute and deliver all documents requested by the medical center in connection therewith, and irrevocably designates and appoints the medical center as agent and attorney-in-fact to act for Contractor in his/her behalf and stead to execute, register, and file any such applications, and to do other lawfully permitted acts to further the registration of copyrights with the same legal force and effect as if executed by Contractor. Contractor agrees that the Work Product developed in connection with the Services, along with any concepts, ideas, or know-how exchanged between the parties in connection with the Services may be used by the medical center as the medical center deems appropriate.</td>
</tr>
<tr>
<td>11</td>
<td><strong>NO CONFLICTING OBLIGATIONS:</strong> Contractor is providing Services under this Agreement on a nonexclusive basis and nothing in this Agreement shall limit Contractor's rights to pursue other business opportunities at any time that Contractor is not required to provide Services pursuant to this Agreement; provided, however, such business activities do not conflict with the best interests of the Medical Center or have any adverse impact on the Services provided under this Agreement. Contractor's execution, delivery, and performance of this Agreement will not violate any other employment, nondisclosure, confidentiality, consulting or other agreements or commitments to which Contractor is a party or by which Contractor may be bound.</td>
</tr>
<tr>
<td>12</td>
<td><strong>NOTIFICATION OF CONFLICT OF INTEREST:</strong> Contractor hereby agrees to promptly notify the medical center's Corporate Integrity Office in writing with respect to any actual or potential conflict of interest that Contractor becomes aware of and which a reasonable person would conclude might affect Contractor's performance of the Services hereunder and/or the medical center continued willingness to purchase the Services from Contractor.</td>
</tr>
<tr>
<td>13</td>
<td><strong>USE OF THE MEDICAL CENTER'S NAME:</strong> Contractor shall not publish or use in any advertising, marketing, sales or other promotional material any reference to the medical center or this Agreement without the medical center's express prior written approval.</td>
</tr>
<tr>
<td>14</td>
<td><strong>INDEMNIFICATION:</strong> Contractor shall indemnify, defend and hold the medical center (and the medical center's agents and employees) harmless from all claims, damages, losses and expenses (including attorneys' fees) arising out of or resulting from any claim, action, or other proceeding (including any proceeding by any employees, agents or contractors) that is based upon that portion of (a) Contractor's breach of this Agreement, (b) the conduct of Contractor's business, (c) any negligent or willful act or omission of Contractor, or (d) the infringement or misappropriation of any foreign or United States patent, copyright, trade secret, or other proprietary right by Contractor.</td>
</tr>
<tr>
<td>15</td>
<td><strong>REMEDIES AND APPLICABLE LAW:</strong> The parties agree that damages may be inadequate to compensate for the unique losses to be suffered in the event of a breach of this Agreement, and that the damaged party will be entitled, in addition to any other remedy it may have under this Agreement or at law, to seek and obtain injunctive and other equitable relief, including specific performance of the terms of this Agreement without the necessity of posting bond. This Agreement will be governed in all respects by, and construed and enforced in accordance with, the laws of the State of Washington, without regard to any rules governing conflicts of laws.</td>
</tr>
<tr>
<td>16</td>
<td>ASSIGNMENT: Contractor may not assign this Agreement, in whole or in part, without the medical center’s prior written consent. All the terms and provisions of this Agreement will be binding upon and inure to the benefit of and be enforced by the parties hereto and their respective successors and permitted assigns.</td>
</tr>
<tr>
<td>17</td>
<td>ENTIRE AGREEMENT: This Agreement constitutes the entire agreement between the parties with respect to the subject matter described herein and all prior or contemporaneous oral or written communications, understandings, or agreements between Contractor and the medical center with respect to such subject matters are hereby superseded in their entirety. No modification of the Agreement shall be valid unless made in writing and signed by both parties.</td>
</tr>
<tr>
<td>18</td>
<td>ACCESS TO BOOKS AND RECORDS: During the term of this Agreement and for a period of four years after the termination, Contractor shall grant access to the following documents to the Secretary of the U.S. Department of Health and Human Services (&quot;Secretary&quot;), the U.S. Comptroller-General and their authorized representatives: this Agreement, and all books, documents and records necessary to verify the nature and costs of services provided hereunder. If Contractor carries out the duties of this Agreement through a subcontract worth Ten Thousand Dollars ($10,000) or more over a twelve (12) month period with a related organization, this subcontract shall also contain a clause permitting access by the Secretary, Comptroller-General and their authorized representatives to the related organization’s books, documents and records.</td>
</tr>
<tr>
<td>19</td>
<td>DISPUTE RESOLUTION: In the event of a dispute, such dispute shall be first referred to nonbinding mediation with a mediator mutually agreeable to both parties. If the parties are unable to resolve the dispute through mediation, the forum for any additional procedures shall be County, Washington.</td>
</tr>
<tr>
<td>20</td>
<td>SEVERABILITY: If any provision of this Agreement is held invalid, illegal or unenforceable in any jurisdiction, for any reason, then, to the fullest extent permitted by law (a) all other provisions of this Agreement will remain in full force and effect in such jurisdiction and will be liberally construed in order to carry out the intent of the parties hereto as nearly as may be possible, (b) such invalidity, illegality, or unenforceability will not affect the validity, legality, or enforceability of any other provision of this Agreement, and (c) any court or arbitrator having jurisdiction there over will have the power to reform such provision to the extent necessary for such provision to be enforceable under applicable law.</td>
</tr>
<tr>
<td>21</td>
<td>NONDISCRIMINATION: Contractor shall not discriminate in its performance under this Agreement on the basis of race, color, national origin, ancestry, sex, marital status, age, or on any other basis prohibited by applicable law.</td>
</tr>
<tr>
<td>22</td>
<td>MEDICARE PARTICIPATION: Contractor hereby represents and warrants that neither Contractor nor its principals (if applicable) are presently debarred, suspended, proposed for debarment, declared ineligible, or excluded from participation in any federally funded health care program, including Medicare. Contractor hereby agrees to immediately notify the Medical Center of any threatened, proposed, or actual debarment, suspension or exclusion from any federally funded health care program, including Medicare. In the event that Contractor is debarred, suspended, proposed for debarment, declared ineligible or excluded from participation in any federally funded health care program during the term of this Agreement, or if at any time after the Effective Date of this Agreement it is determined that Contractor is in breach of this Section, this Agreement shall, as of the Effective Date of such action or breach, automatically terminate. Contractor further understands that Medical Center periodically checks contracted individuals and entities against the Office of Inspector General (OIG) and General Service Administration (GSA) databases of Excluded Individuals and Entities and will notify Contractor if it discovers a match. The Medical Center will take reasonable measures to verify that the match is the same individual or entity before taking any action to terminate any underlying agreement(s).</td>
</tr>
</tbody>
</table>
| 23 | NOTICES: All notices given pursuant to this Agreement shall be effective if sent by certified mail, postage prepaid, return receipt requested, or by overnight mail by a reputable carrier, and addressed as follows:  

The Medical Center Name  
Address:  
City State Zip Code  
Attn: Name  
With a copy to: Insert name address of counsel here if applicable  
If to the Contractor:  
Name:  
Address:  
Telephone number: |  |
| 24 | WAIVER: The failure of a party to object to or take affirmative action with respect to any conduct of the other party which is in violation of the provisions of this Agreement shall not be construed as a waiver of that violation or of any future violations of the provisions of this Agreement. |  |
| 25 | FORCE MAJEURE: Neither party shall be responsible for the non-performance of its obligations under this Agreement if such non-performance is caused by acts of God, acts of civil or military authority, civil disturbance, war, fires, laws, regulations, or orders of any governmental body, agency or officer ("force majeure event"). The party so affected shall give notice to the other party and shall do everything reasonably possible to resume performance. If the period of non-performance exceeds sixty (60) days from the receipt of notice of the force majeure event, the party whose ability to perform has not been so affected may terminate this Agreement upon written notice. |  |
| 26 | COUNTERPARTS: This Agreement and any amendment or supplement to this Agreement, may be executed in two or more counterparts, each of which will constitute an original but all of which will together constitute a single instrument. Transmission by facsimile or PDF of an executed counterpart signature page by a party shall constitute due execution and delivery of this Agreement by such party and together such facsimile or PDF signature pages shall constitute a single enforceable instrument. |  |
| 27 | NO THIRD PARTY BENEFICIARIES: Nothing in the Agreement, expressed or implied, is intended or shall be construed to confer upon any person, firm or corporation other than the parties hereto and their respective successors or assigns, any remedy or claim under or by reason of the Agreement or any term, covenant or condition hereof, as third party beneficiaries or otherwise, and all of the terms, covenants and conditions hereof shall be for the sole and exclusive benefit of the parties hereto and their successors and assigns. |
| 28 | DISCLOSURE: Notwithstanding any other provision in the Agreement to the contrary, or any prior understanding or agreement between the parties, the medical center shall have the right to disclose all pricing and other terms stated in or relating to the Agreement to any of the Medical Center's attorneys, accountants, consultants, group purchasing organizations, and other third parties retained by the medical center. |
| 29 | NON-DISCRIMINATION: Each party agrees that it shall perform the Agreement without discrimination toward any patients, employees, or other persons regardless of their race, creed, color or ethnic background. Both parties shall comply with all requirements and provisions of the Civil Rights Act of 1964, 42 U.S.C.A. §2000, et seq. |

<table>
<thead>
<tr>
<th>Customer: Name of Medical Center By:</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>(signature)</td>
<td>(Printed or Typed Name)</td>
</tr>
<tr>
<td>(Title)</td>
<td></td>
</tr>
<tr>
<td>(Date)</td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Contractor:</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>(Printed Contractor Name)</td>
<td>By</td>
</tr>
<tr>
<td>(signature)</td>
<td>(Printed or Typed Name)</td>
</tr>
<tr>
<td>(Title)</td>
<td></td>
</tr>
<tr>
<td>(Date)</td>
<td></td>
</tr>
</tbody>
</table>
# LANDSCAPE MANAGEMENT TYPICAL SCHEDULE

The monthly schedules and general ground maintenance information below are being provided to Contractors to provide additional context regarding the monthly expectations associated with this agreement. The descriptions below are not intended to be comprehensive. Additional information regarding services expectations can be found throughout this document, especially in "Section 6: Services Specifications for Landscape Maintenance Services." Contractors do not have to respond to this section, but are expected to comply with these expectations and provide a similar schedule upon award of contract. Where conflicts exist between this list and other areas of the contract, the contract shall prevail. This list is for informational purposes and is not inclusive.

## January

- Prune any tree branches that interfere with public safety or sight lines. Have arborist inspect all trees for recommended selective pruning for health or structure of tree trunk and branches. Do not top trees.
- Mulch mow all turf areas, once per month.
- Clean landscape beds and adjacent pedestrian access areas of trash, leaves and/or other debris, twice per month (see endnote).
- Inspect and weed landscape beds, twice per month.
- Update, maintain, and water seasonal color pots/containers at building entrances and other public spaces (as needed).

## February

- Apply slow-release granular fertilizer around trees or shrubs in late February. Make application prior to a moderate rainfall so the rain will wash the fertilizer in. Do not fertilize swale/biofiltration plantings.
- After fertilizing, add new mulch to planters where the mulch depth has been reduced to less than 2 inches (5 cm) thick. Mulch not required where shrubs or groundcover completely hide the soil surface from view.
- Install spring annual flower installations; fertilize and check irrigation.
- Review and update accent pot plantings for spring; fertilize and check irrigation.
- Mulch mow all turf areas once per month.
- Clean landscape beds and adjacent pedestrian access areas of trash, leaves and/or other debris, twice per month.
- Inspect and weed landscape beds, twice per month.
- Update, maintain, and water seasonal color pots/containers at building entrances and other public spaces (as needed).

## March

- Pre-season irrigation system check: Flush out irrigation systems as needed, run and check for proper operation of each valve zone. Test sensors (rain, soil, or weather sensors). Remove and clean WYE filter screens. Clean or replace plugged sprinkler nozzles. Replace plugged drip emitters; Replace irrigation controller program back-up batteries.
- Mulch mow all turf areas twice per month.
- Clean landscape beds and adjacent pedestrian access areas of trash, leaves and/or other debris, twice per month.
- Inspect and weed landscape beds, twice per month.
- Update, maintain, and water seasonal color pots/containers at building entrances and other public spaces (as needed).
**April**

- Mulch mow all turf areas, weekly.
- Clean landscape beds and adjacent pedestrian access areas of trash, leaves and/or other debris, weekly.
- Inspect and weed landscape beds, weekly.
- Update, maintain, and water seasonal color pots/containers at building entrances and other public spaces (as needed).

**May**

- Turn on irrigation system, run and visually inspect for proper zone coverage. Set ET-based, weather or soil sensor-based, or seasonal programs.
- Install summer annual flower installations; fertilize and check irrigation,
- Review and update accent pot plantings for summer; fertilize and check irrigation.
- Mulch mow all turf areas, weekly.
- Clean landscape beds and adjacent pedestrian access areas of trash, leaves and/or other debris, weekly.
- Inspect and weed landscape beds, weekly.
- Prune perennial bulbs back to ground level as soon as leaf blades yellow and wilt.
- Update, maintain, and water seasonal color pots/containers at building entrances and other public spaces (as needed).

**June**

- Prune spring & winter-flowering shrubs as needed to maintain proper shape (natural, touching, not hedged or topiary except where specified by owner).
- Mulch mow all turf areas weekly.
- Clean landscape beds and adjacent pedestrian access areas of trash, leaves and/or other debris, weekly.
- Inspect and weed landscape beds, weekly.
- Prune perennial bulbs back to ground level as soon as leaf blades yellow and wilt.
- Update, maintain, and water seasonal color pots/containers at building entrances and other public spaces (as needed).

**July**

- Monitor and adjust irrigation schedule as necessary.
- Mulch mow all turf areas weekly.
- Clean landscape beds and adjacent pedestrian access areas of trash, leaves and/or other debris, weekly.
- Inspect and weed landscape beds, weekly.
- Prune vines as needed
- Prune perennial bulbs back to ground level as soon as leaf blades yellow and wilt.
Update, maintain, and water seasonal color pots/containers at building entrances and other public spaces (as needed).

August

Mulch mow all turf areas weekly.

Clean landscape beds and adjacent pedestrian access areas of trash, leaves and/or other debris, weekly.

Inspect and weed landscape beds, weekly.

Prune perennial bulbs and other herbaceous perennials back to ground level as soon as leaf blades yellow and wilt.

Update, maintain, and water seasonal color pots/containers at building entrances and other public spaces (as needed).

September

Inventory all plant materials. Inventory shall include an exact count of all shrubs and trees, itemized by planter. Replace any dead or missing plants subject to the terms of these specifications.

Install fall/winter annual flower installations; fertilize and check irrigation.

Review and update accent pot plantings for fall/winter; fertilize and check irrigation.

Start fall leaf cleanup as needed: fallen leaves should be raked daily or as needed to keep walkways free of leaves until leaves are no longer falling (see endnote).

Mulch mow all turf areas weekly.

Aerate and/or top dress lawn areas, if applicable.

Clean landscape beds and adjacent pedestrian access areas of trash, leaves and/or other debris, weekly.

Inspect and weed landscape beds, weekly.

Prune perennial bulbs and other herbaceous perennials back to ground level as soon as leaf blades yellow and wilt.

Prune vines as needed.

Update, maintain, and water seasonal color pots/containers at building entrances and other public spaces (as needed).

October

Turn off and prepare irrigation system for winter. Make sure backflow preventer is well-insulated or drained prior to first freeze. Blow out pipes using compressed air in areas where freezing could result in breakage. Drain drip irrigation lines as recommended by manufacturer. Have backflow preventer (on irrigation water supply) tested annually by approved plumbing technician.

Continue fall leaf cleanup as needed: fallen leaves should be raked per above.

After the majority of fall leaves have fallen and been collected, replenish mulch to any areas of bare soil in planters.

Mulch mow all turf areas twice per month.

Clean landscape beds and adjacent pedestrian access areas of trash, leaves and/or other debris, twice per month.

Inspect and weed landscape beds, twice per month.

Update, maintain, and water seasonal color pots/containers at building entrances and other public spaces (as needed).

November
Continue fall leaf cleanup as needed: fallen leaves should be raked per above.
Mulch mow all turf areas once per month.

Clean landscape beds and adjacent pedestrian access areas of trash, leaves and/or other debris, twice per month.

Inspect and weed landscape beds, twice per month.

Update, maintain, and water seasonal color pots/containers at building entrances and other public spaces (as needed).

**December**

Mulch mow all turf areas once per month.

Prune summer and fall-blooming shrubs as needed to maintain proper shape.

Clean landscape beds and adjacent pedestrian access areas of trash, leaves and/or other debris, twice per month.

Inspect and weed landscape beds, twice per month.

Update, maintain, and water seasonal color pots/containers at building entrances and other public spaces (as needed).

**General Grounds Maintenance - All Outdoor Areas**

**Clean-up**

Remove biodegradable landscape debris, including turf clippings (limited to only those times when mulch mowing is not possible), leaves, branches, annuals, dead plant material, potting soil, etc., to an approved onsite yard waste container. No biodegradable material should be disposed of in garbage to landfill sites. If onsite containers are full or unavailable, contractor shall haul material offsite at their expense.

Remove all trash and other non-biodegradable debris and dispose of in an approved onsite trash or recycling container.

Debris shall not be carried into patios, entryways or doorways.

Mulch is to be maintained clear of building foundations and paved areas, and off utility covers.

Sweep patios, entry walks and sidewalks.

Power washing of sidewalks and pedestrian pathways shall be completed by Contractor on an agreed-upon schedule with Owner.

All trash and sticks are to be picked up from lawn areas prior to mowing.

**Fall Leaf Removal (Approximately September through November)**

Remove leaves from lawn areas to prevent heavy build-up and damage to turf by smothering. A single layer of leaves may be mulch-mowed into the turf. Thicker accumulations should be removed.

Remove leaves from landscape beds by raking (so mulch and soil are not blown away). Collect and dispose of in an approved onsite yard waste container.

Sweep leaves from patio at least weekly.
### INTEGRATED PEST (WEED, INSECT, AND DISEASE) MANAGEMENT INFORMATION

The monthly IPM information below is being provided to Contractors to provide additional context regarding the expectations associated with this agreement. The descriptions below are not intended to be comprehensive. Additional information regarding services expectations can be found throughout this document, especially in "Section 5: Services Specifications for Landscape Maintenance Services." Contractors do not have to respond to this section, but are expected to comply with these expectations.

Definition: “Integrated Pest Management, or IPM, is an approach to pest control [weeds, insects, and diseases] that uses regular monitoring to determine if and when treatments are needed, and employs physical, mechanical, cultural, and biological tactics to keep pest numbers low enough to prevent intolerable damage or annoyance. Least-toxic chemical controls are used as a last resort.”

_Olkowski & Olkowski: IPM Training Manual for Landscape Gardeners, 1992_

### General IPM Steps and Methods

- Prevention first: plant vigorous, pest-resistant, site-adapted varieties. Plan cultural practices to minimize pests (watering, mulching, pruning, etc.).

- Identify/know the pest (weed, etc.) life cycle.

- Set action thresholds – tolerate some damage.

- Monitor regularly (keep records of monitoring).

- When pests exceed threshold, use control method with the least non-target impact. (Try cultural, physical, or biological methods first. As a last resort, use spot applications of least toxic chemical.) Only treat when the pest is most vulnerable and its natural enemies are in their least susceptible life stage.

- Keep records of control methods and results, evaluate, and adapt cultural practices.

- Replace problem plants/designs with more pest, disease, and weed-resistant varieties per the Landscape master plan, if applicable.

### Weed Control Methods - General Guidelines

- Crowd out weeds with dense healthy plantings, ground covers and shade canopies.

- Accept a few weeds – target the problem ones.

- Mulch beds in fall, winter, or early spring.

- Control weeds before they go to seed.

- Hoe, pull, mow, or till (mulch makes hoeing easier).

- Use flame or radiant heat weeders over pavement, cracks, fence lines, and building edges, or over mulch on rainy days (use fire precautions as per equipment labeling).

- Use barriers: newspaper or cardboard covered with mulch, root barriers for spreading plants. Do not use landscape fabric - use newspaper or cardboard that will biodegrade.

- Don’t over-fertilize – it promotes weeds and pests.

- Spot apply the least-toxic chemical (e.g. soap and vinegar-based weed killers, or cut-and-paint stems with systemic herbicides) to minimize non-weed impacts.
If a pesticide must be used, post signs for at least 24 hours stating: area affected; date/time applied; specific pesticide used; re-entry cautions (from label); and phone number to call with questions. Always follow label for application and protection. Professional appayers (including users of “weed & feed,” or even low risk herbicides like vinegar) must be licensed by State law, see http://agr.wa.gov/PestFert/Pesticides/.

**Weed Control for Trees, Shrubs, Vines, and Groundcovers**

Weeds in planted areas, sidewalks, curbs, gutters, or pavement shall be removed or killed weekly as the weeds emerge. Weeds shall be removed (not just killed) if they are larger than 2 inches (5 cm) in height or diameter. Dispose of weeds offsite. The cost of all weed control work shall be included in the contract price for landscape maintenance. Regular maintenance of the mulch layer will help minimize weeds in shrub and groundcover areas.

Contractor is strongly encouraged to use Integrated Pest Management techniques for controlling weeds. Techniques include mulching, pulling, allowing plantings to grow densely and shade ground, heat and hot water controls. If herbicides must be used, choose the least toxic available and spot apply on weeds. Pre-emergent herbicides are not allowed – maintaining a thick mulch layer combined with mechanical weeding is as effective.

**Weed, Insect, and Disease Control for Turf**

Weed invasion can be effectively prevented or reversed by growing dense lawn, through the above ‘Turf Care’ recommended practices. Tolerate some broad-leaved plants in lawn areas. Identify problem (invasive) weeds and target only those species.

Control weeds in turf by removal where practical (long-handled weed-pullers do this quickly), and remove them regularly before they go to seed. If weeds have over-run an area, spot-application of the least-toxic herbicide is permitted.

No broadcast herbicide or “weed-and-feed” products may be applied.

Moderately fertilized turf on well drained organic-rich soils rarely has serious disease problems. Correcting poor soil conditions or cultural practices (like overwatering or overfertilization) will prevent diseases.

Insects are rarely a problem on lawn in the Medical Center—the European crane fly is the only one in this area. IPM techniques of monitoring, setting tolerance levels, and least toxic control can be applied effectively. Proper fertilization and overseeding will reduce crane fly damage.
By signing below, the Contractor hereby certifies that:

They have read, understand, and agree that acceptance by the Medical Center of the Contractor’s offer by the issuance of a purchase order or contract will create a binding contract;

They agree to fully comply with all terms and conditions as set forth herein, and amendments thereto, together with the specifications and other documentary forms herewith made a part of this specific procurement;

The person signing the Proposal certifies that he/she is the person in the Contractor’s organization responsible for, or authorized to make, decisions regarding the prices quoted.

The Contractor is a corporation or other legal entity.

No attempt has been made or will be made by the Contractor to induce any other firm or person to submit or not to submit a Proposal in response to this RFP.

All amendments to this RFP issued by the Medical Center have been received by the person/organization below. All amendments are signed and returned with the Proposal.

I attest that No amendments have been received unless listed below:

The price and terms and conditions in this Proposal are valid for 180 days from the date of submission.

COMPANY SUBMITTING BID

COMPANY NAME:

TELEPHONE #:

FAX #:

ADDRESS:

CITY:

STATE:

ZIP CODE:

EMAIL ADDRESS:

FEDERAL TAX ID NUMBER:

AUTHORIZED SIGNATURE:

DATE:

PRINTED NAME AND TITLE:

MINORITY BUSINESS / WOMEN BUSINESS / SMALL BUSINESS / DISADVANTAGED BUSINESS

Check any applicable item:

_____ Minority Business Enterprise (MBE)
_____ Small Business Enterprise (SBE)
_____ Women Business Enterprise (WBE)
_____ Disadvantaged Business Enterprise (DBE)
ATTACHMENT B: ORGANIZATIONAL INFORMATION

The Contractor shall use this document to describe the background of its company, its size and resources and details of relevant experience.

Name of Contractor:

To whom should correspondence regarding this contract be addressed?

Individual’s Name:

Company Name:

Address:

City/State/Zip:

Phone:

Fax:

Email Address:

Date business was established:

Ownership (e.g., public company, partnership, subsidiary):

Primary line of business:

Total number of employees:

Detail corporate experience within the last five years relevant to the proposed RFP, including specific details regarding the Contractor’s experience.

Is your agency acting as the administrative agent for any other agency or organization? _______

If yes, describe the relationship in both legal and functional aspects.

Detail the qualifications and professional background of all management, technical, and on-site staff who would be directly involved in providing the proposed services. Include copies of their current resumes.

Provide a copy of the current organizational chart indicating all personnel who would be involved in providing the proposed services.

Does the organization have any uncorrected audit exceptions?

If yes, please explain.

Has any state or federal agency ever made a finding of non-compliance with any relevant civil rights requirement with respect to your program?

If yes, please explain.

Have there ever been any felony convictions of any key personnel (i.e., Administrator, CEO, and Financial Officers, major stockholders or those with controlling interest)?
Has anyone in your organization, or has your organization, ever been restricted or, in any way sanctioned, or excluded from participation in any governmentally funded healthcare programs including, but not limited to, Medicare or Medicaid/AHCCCS? If yes, please explain.

---

The Medical Center is an ISO 9000 certified organization. It is important that the Medical Center’s Contractors also share the same value in quality commitment for their products and services. Does your organization have a quality management system (QMS) meeting the requirements of ISO 9001? If so, please briefly describe or provide a copy of your certificate.

---

**Location of office(s) that will service the Medical Center:**

<table>
<thead>
<tr>
<th>Address</th>
</tr>
</thead>
<tbody>
<tr>
<td>City/State/Zip:</td>
</tr>
<tr>
<td>Distance from the Medical Center:</td>
</tr>
</tbody>
</table>
Enter the information requested below for at least five (5) professional references. These references should be current or recent clients for whom the Contractor has provided services similar to those solicited under this RFP. In addition, references should be similar in size and configuration to the Medical center, and it would be preferable if these references were located geographically close to the Medical Center.

**REFERENCE #1**
- **Organization Name:**
- **Address:**
- **City/State/Zip:**
- **Contact Person:**
- **Contact Person Phone Number:**

Below, please provide a description of the services provided. Clearly identify the similarities and dissimilarities to the services being proposed in response to this RFP.

**REFERENCE #2**
- **Organization Name:**
- **Address:**
- **City/State/Zip:**
- **Contact Person:**
- **Contact Person Phone Number:**

Below, please provide a description of the services provided. Clearly identify the similarities and dissimilarities to the services being proposed in response to this RFP.

**REFERENCE #3**
- **Organization Name:**
- **Address:**
- **City/State/Zip:**
- **Contact Person:**
- **Contact Person Phone Number:**

Below, please provide a description of the services provided. Clearly identify the similarities and dissimilarities to the services being proposed in response to this RFP.

**REFERENCE #4**
- **Organization Name:**
- **Address:**
- **City/State/Zip:**
- **Contact Person:**
- **Contact Person Phone Number:**

Below, please provide a description of the services provided. Clearly identify the similarities and dissimilarities to the services being proposed in response to this RFP.

**REFERENCE #5**
- **Organization Name:**
- **Address:**
- **City/State/Zip:**
- **Contact Person:**
- **Contact Person Phone Number:**

Below, please provide a description of the services provided. Clearly identify the similarities and dissimilarities to the services being proposed in response to this RFP.
**ATTACHMENT D: EXCEPTIONS TO RFP REQUIREMENTS AND/OR CONTRACT PROVISIONS**

Contractors must use this section to state any exceptions to the RFP requirements and/or any requested language changes to the Medical Center Contract Provisions.

This is the only time Contractors may contest these issues. Requests for changes after the date Proposals are due will not be considered and could subject the Contractor to non-award on grounds of non-responsiveness.

Please sign and include this statement with your proposal.

I have read the Medical Center’ Contract Provisions and:

- [ ] I accept them
- [ ] I have stated my exceptions and have listed them below

1)  
2)  
3)  
4)  
5)  
6)  
7)  

Printed Name of Authorized Individual:  

Name of Submitting Organization:  

Signature of Authorized Individual:  

Date: