



OLYMPIA, WASHINGTON

**REQUEST FOR PROPOSALS
PROJECT 2400**

**LANDSCAPING & GROUNDS MAINTENANCE
SERVICES**

REQUEST FOR PROPOSALS (RFP) RELEASE DATE:

March 06, 2024

PRE-PROPOSAL MEETING/SITE VISIT:

Date: March 15, 2024

Time: 9:00 a.m. Pacific Time (PT)

Location: 510 Pattison Street SE, Olympia, WA 98501

QUESTION/CLARIFICATION DEADLINE:

Date: March 20, 2024

Time: 5:00 p.m. (PT)

PROPOSAL DUE DATE AND TIME:

Date: March 28, 2024

Time: 10:00 a.m. (PT)

CONTACT PERSON:

Noelle Gordon

Procurement & Project Management Coordinator

(564) 233-8702

ngordon@intercitytransit.com

LEGAL ADVERTISEMENT

**REQUEST FOR PROPOSALS
LANDSCAPING & GROUNDS MAINTENANCE SERVICES**

**INTERCITY TRANSIT
PROJECT 2400**

Intercity Transit, the public transportation provider in Thurston County, Washington, is seeking Proposals from qualified firms interested in providing Landscaping and Grounds Maintenance Services at its locations in Olympia and Lacey, Washington.

Solicitation documents for this opportunity are available online through Washington's Electronic Business Solution (WEBS) located at <https://fortress.wa.gov/ga/webs/>. Proposers are responsible to register in WEBS and download the RFP 2400 solicitation documents in order to receive automatic e-mail notification of any future Addenda.

An optional Pre-Proposal Meeting and Site Visit will be held on March 15, 2024 at 9:00 a.m. (PT) at Intercity Transit, 510 Pattison Street SE, Olympia, WA 98501.

Proposals are due no later than March 28, 2024 at 10:00 a.m. (PT).

Please contact Noelle Gordon, Procurement and Project Management Coordinator, by phone at (564) 233-8702 or email at ngordon@intercitytransit.com with any questions regarding this solicitation.

Intercity Transit is committed to maximum utilization of minority, women and disadvantaged businesses, and small businesses. All businesses are encouraged to apply.

PUBLISHED IN: The Olympian
 Daily Journal of Commerce
 Washington's Electronic Business Solution (WEBS)
 Office of Minority and Women's Business Enterprises (OMWBE)

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SECTION 1 - INTRODUCTION

1.1 PURPOSE AND BACKGROUND

Intercity Transit (Transit), the public transportation provider in Thurston County, Washington, is conducting this Request for Proposals (RFP) in order to establish a Contract for Landscaping and Grounds Maintenance Services.

Transit is the leader, major advocate, and primary source of public transportation in Thurston County. As such, Transit is charged to balance several important functions: providing primary transportation for people without an alternative, including those with a physical or mental disability; offering high-quality alternative transportation for people with options; providing a stimulant to economic growth; serving as a partner in building livable communities; and, being a ready resource able to respond to community emergencies. In order to help fulfill its mission, Transit has determined a need for Landscaping and Grounds Maintenance Services at the following locations:

1. **Pattison Street Facilities:** 510 & 526 Pattison Street SE, Olympia, WA 98501
2. **Olympia Transit Center:** 222 State Avenue NE, Olympia, WA 98501
3. **Lacey Transit Center:** 610 Golf Club Place, Lacey, WA 98503
4. **Centennial Station:** 6600 Yelm Highway SE, Lacey, WA 98503
5. **Martin Way Park and Ride:** 4800 Martin Way E, Lacey, WA 98516
6. **Hawks Prairie Park and Ride:** 2548 Hogum Bay Road NE, Olympia, WA 98516
7. **Bobcat Parking Lot:** 3121 Pacific Avenue Southeast, Olympia, WA 98501 (enter from Lansdale Rd. SE)

The required Landscaping and Grounds Maintenance Services will include, but are not limited to, all labor, tools, specialized equipment, materials and transportation necessary to perform all work as specified herein.

Transit does not represent or guarantee any minimum purchase. This Solicitation does not obligate Transit to contract for the services specified herein. Transit reserves the right to add, remove, or otherwise modify requirements to meet its operational and strategic objectives.

In the event that Transit constructs or acquires any new facilities or locations during the term of the Contract awarded as a result of this solicitation, Transit reserves the right to incorporate or otherwise modify the required Landscaping and Grounds Maintenance Services as result of any new facility through mutual agreement with the Awarded Contractor. In the event that services are no longer needed at a specific facility or portion thereof, Transit also reserves the right to reduce or remove services as needed.

1.2 SCOPE OF WORK

The Awarded Contractor will provide Landscaping and Grounds Maintenance Services in accordance with the Scope of Work and Specifications provided in [Appendix A](#).

1.3 PROPOSER QUALIFICATIONS

The successful Proposer must have the following prior to Contract award:

1. A current Washington State business License.
2. At least three (3) years in business performing landscaping and grounds maintenance services.

1.4 CONTRACT TERM

The initial term of the Contract resulting from this RFP will be from July 1, 2024 through June 30, 2025. The Contract may be extended for four (4) additional one (1) year terms, or portions thereof, with a maximum end date of June 30, 2029, unless special circumstances dictate otherwise. Extension for each additional term may be offered and the sole discretion of Transit and will be subject to written mutual agreement.

SECTION 2 – GENERAL INFORMATION

2.1 PROCUREMENT COORDINATOR

All questions and communication concerning this Solicitation must be directed to the Procurement Coordinator listed below. All oral communication will be considered unofficial and non-binding. Proposers are to rely only on written statements issued by the Procurement Coordinator.

Procurement Coordinator: Noelle Gordon
Email Address: ngordon@intercitytransit.com
Address: Intercity Transit
510 Pattison Street SE
Olympia, WA 98501

2.2 ANTICIPATED PROCUREMENT SCHEDULE

The activities and dates listed below represent the anticipated procurement schedule. Transit reserves the right to change the schedule. Transit will post any changes to Pre-Proposal Meeting/Site Visit date and time, Questions and Requests for Clarifications deadline, or Proposal Due Date and Time on Washington’s Electronic Business Solution (WEBS) at <https://fortress.wa.gov/ga/webs/>.

Procurement Activity	Date and Time (Pacific Time)
RFP Release	March 6, 2024
Attendance Confirmation Due to Procurement Coordinator for Pre-Proposal Meeting/Site Visit	March 12, 2024 - 5:00 p.m.
Pre-Proposal Meeting / Site Visit	March 15, 2024 - 9:00 a.m.
Questions and Requests for Clarifications Due	March 20, 2024 - 5:00 p.m.
Proposal Due Date and Time	March 28, 2024 - 10:00 a.m.
Evaluations Begin	April 1, 2024
Anticipated Interviews (optional)	April 17, 2024
Anticipated Contract Award Date	May 2, 2024
Contract Start Date	July 1, 2024

2.3 PRE-PROPOSAL MEETING AND SITE VISIT

Transit will host an optional Pre-Proposal Meeting and Site Visit at the time and date identified below. While attendance is not mandatory, Proposers are encouraged to attend. This meeting will provide prospective Proposers an opportunity to seek clarification and raise concerns related to the Solicitation. Each prospective Proposer is obligated to raise pertinent issues during this meeting. If interpretations, specifications, or other Solicitation concerns warrant a change or clarification as a result of the meeting, the Procurement Coordinator will do so by issuing an Addenda posted on [WEBS](#).

Pre-Proposal Meeting/Site Visit Date: March 15, 2024
Pre-Proposal Meeting /Site Visit Time: 9:00 a.m. (PT)
Pre-Proposal Meeting/Site Visit Location: Intercity Transit Administration & Operations (AdOps) Facility
510 Pattison Street SE
Olympia, WA 98501

The Pre-Proposal Meeting/Site Visit will include a Transit-escorted visit to the seven (7) Transit locations which require Landscaping and Grounds Maintenance Services. Transit will provide meeting attendees with transportation to the locations. Proposers who plan to attend the Pre-Proposal Meeting/Site Visit should contact the Procurement Coordinator, via phone or email, to confirm the number of individuals from your firm planning to attend, no later than the date and time specified in the Anticipated Procurement Schedule in Section 2.2 above. This will assist Transit in providing adequate transportation for all meeting attendees.

2.4 SOLICITATION DOCUMENT AVAILABILITY

Solicitation documents may be accessed on-line through [WEBS](#). Proposers are responsible to register in WEBS and download the Solicitation Documents. Contact WEBS customer service at (360) 902-7400 or WEBSCustomerService@des.wa.gov if you require assistance with the WEBS registration process or need help accessing the Solicitation Documents.

Transit will post Addenda or any schedule changes on WEBS. Proposers are responsible to check for updates and obtain any Addenda related to this Solicitation. Failure to do so may result in the submission of a Proposal that is inconsistent with the most current information and may result in disqualification.

2.5 EXAMINATION OF DOCUMENTS

Proposer must thoroughly examine all Solicitation Documents, including but not limited to, the RFP, Service and Task Schedule, Solicitation Standards, Sample Contract, Proposal Submittal Document, any other material referenced or incorporated herein, and any Addenda. Submission of a Proposal constitutes acknowledgment that the Proposer has thoroughly examined all Solicitation Documents.

Proposer's failure or neglect to receive or examine any of the Solicitation Documents, statutes, ordinances, regulations, and permits will in no way relieve the Proposer from any obligations with respect to the Proposal or any resulting Contract.

Transit will reject claims for additional compensation based upon a lack of knowledge or misunderstanding of any of the Solicitation Documents, statutes, ordinances, regulations, permit requirements, or other materials referenced or incorporated in this RFP.

2.6 QUESTIONS AND CLARIFICATION REQUESTS

Proposer questions and/or requests for clarification regarding this RFP will be allowed consistent with the respective dates specified in the Anticipated Procurement Schedule. All Proposer questions and/or requests for clarification must be submitted in writing via email to the Procurement Coordinator. It is at Transit's sole discretion to accept or reject any request for changes.

Transit will provide an official written response to Proposer questions received by the respective deadlines. Proposers will not rely on any oral statements or conversations with Transit representatives for RFP questions and/or clarifications. Verbal responses to questions and/or clarifications will be considered unofficial and non-binding. Only written responses posted to WEBS in the form of an Addendum will be considered official and binding. All such Addenda will become part of the Solicitation and any awarded Contract.

If no requests for clarification are received, Transit will determine that the Proposer intends to comply with the Solicitation Documents as written in their entirety.

2.7 SOLICITATION STANDARDS

The Solicitation Standards document is included in [Appendix B](#). This document contains important information for Proposers applicable to this Solicitation. The terms and conditions provided in the Solicitation Standards document apply directly to, and are incorporated by reference, into this Solicitation and the Contract resulting from this Solicitation. As such, Proposers do not need to attach this document with their Proposal. It is the Proposer's responsibility to read and fully understand the details of all items contained herein prior to Proposal submittal.

2.8 CONTRACT TERMS

A Sample Contract has been included in [Appendix B](#). Transit expects the final Contract signed by the successful Proposer to be substantially the same as the Sample Contract. Proposer's submission of a Response to this Solicitation constitutes general acceptance of these Contract requirements. The foregoing should not be interpreted to prohibit either party from proposing additional Contract terms and conditions during negotiation of the final Contract. The Sample Contract contains several protective terms and conditions in favor of Intercity Transit that are **NOT Negotiable** and Proposers should address any concerns during the Questions & Clarifications window described in Section 2.6.

2.9 INCORPORATION OF DOCUMENTS INTO CONTRACT

A Proposal submitted in response to this Solicitation is an offer to contract with Transit. This Solicitation document, all incorporated documents, any subsequent Addenda, and the successful Proposer's Response will be incorporated by reference into the resulting Contract. The Contract Documents comprise the entire agreement between the parties concerning the work to be performed. It is the intent of the Contract Documents to describe the work, functionally complete, to be constructed in accordance with the Contract Documents. Any work, materials or equipment that may be reasonably inferred from the Contract Documents as being required to produce the intended result will be supplied whether or not specifically called for.

2.10 WAGES AND LABOR PROVISIONS

The Contract resulting from this Solicitation is subject to Chapter 39.12 RCW, and amendments and regulations, relating to Washington State prevailing wages, benefits, and other requirements.

The Awarded Contractor, each Subcontractor, and any other person doing any work under the Contract resulting from this Solicitation must pay laborers, workmen or mechanics not less than the prevailing rate of wage for an hours work in the same trade or occupation in the Washington State locality where such labor is performed. Washington prevailing wage rates are available at [Journey Level Rates for Public Works Contracts \(wa.gov\)](http://www.wa.gov). Bidders may also obtain a copy of the current Prevailing Wage Rate Publication by written request to the Procurement Coordinator or may review the publication located at the Intercity Transit Procurement Office.

The Awarded Contractor is responsible to ensure proper wages are paid and the appropriate documentation is submitted to Transit. Wages and benefits higher than the minimums required by law may be paid. In the event wage rates and benefits change during the Contract term, the Awarded Contractor will bear the cost of changes and will not have any claim against Transit on account of such changes.

SECTION 3 – PROPOSAL SUBMITTALS

Respond to the following requirements in this section.

3.1 PROPOSAL SUBMITTAL REQUIREMENTS

Proposer must complete and provide the following information (1-6) using the Proposal Submittal Document located in [Appendix B](#). Incomplete or vague responses may be considered non-responsive and may be rejected. Failure to complete and submit all items listed in this section may disqualify the Proposer from further participation in this RFP.

1. Proposer Acknowledgements

The Proposer Acknowledgements must be signed by the Proposer’s Authorized Representative. Proposer must complete the acknowledgement of Addenda receipt box(es) by filling the “addenda numbers” fields for each Solicitation Addenda issued and complete the signature box information on the Proposer Acknowledgements page.

2. Proposer Information

Proposer must complete the Proposer Profile, Proposer Authorized Representative, Proprietary or Confidential Information, Certified DBE and SBE Status, Statement of Prior Contract Termination, and Proposer Qualifications sections. Proposer may attach additional sheets if necessary.

3. Subcontractor Information

Proposer is instructed to complete the Subcontractor Information section if the Proposer intends on utilizing Subcontractors. If Proposer does not intend to use Subcontractors, the Proposer is not required to complete this section of the Proposal Submittal Document. If no information is entered, Transit will assume that Subcontractors will not be used.

Transit will accept Proposals that include third party involvement only if the Proposer submitting the Proposal agrees to take complete responsibility for all actions of such Subcontractors. Proposer must disclose the use of any Subcontractor(s) in their Proposal. If applicable, Proposer will identify all Subcontractors who will perform services in fulfillment of Contract requirements, including their name, the nature of services to be performed, address, telephone, email, federal tax identification number (TIN), Washington State Unified Business Identifier (UBI), and DBE or SBE certification status. Transit reserves the right to approve or reject any and all Subcontractors that Proposer proposes. Any Subcontractors not listed in the Proposer’s Response, who are engaged after award of the Contract, must be pre-approved, in writing, by Transit before providing services under the Contract.

In accordance with RCW 39.06, a Public Works Contractor must verify responsibility criteria for each first tier Subcontractor, and a Subcontractor of any tier that hires other Subcontractors must verify responsibility criteria for each of its Subcontractors. This shall in no way release the Contractor from its obligations under the Contract and Solicitation Documents. The Contractor shall be fully responsible to Transit for the acts and omissions of its Subcontractors. Nothing contained herein shall create any contractual relationship between Transit and any Subcontractor.

4. References

Proposer must submit a **minimum of three (3)** references for which the Proposer has provided services similar to those described herein.

Through this submission, Proposer grants permission to Transit to independently contact the references. Transit reserves the right to obtain and consider information from other sources concerning a Proposer, such as Proposer's capability and performance under other contracts, Proposer's financial stability, past or pending litigation, and other publicly available information.

5. Non-Cost Proposal

Proposer must complete and submit the Non-Cost Proposal Section. Proposer may attach additional sheets if necessary.

6. Cost Proposal

Proposer must complete and submit the Cost Proposal Section. Proposer may attach additional sheets if necessary.

Prices will be in U.S. dollars. Proposers will extend unit pricing as required. In the event of an error in the extension of prices, the unit price will prevail. All Proposal prices will remain firm for a minimum of sixty (60) Calendar Days from the Proposal due date.

Proposal prices will include everything necessary for the procurement of the Contract, execution and completion of the work, and fulfillment of the Contract. This includes but is not limited to, furnishing of all materials, delivery costs, equipment, tools, labor and services, Proposal preparation costs, Contract management costs and administrative costs, except as may be provided otherwise in the solicitation documents.

All applicable taxes which the Awarded Contractor is required to pay, including retail sales or use taxes, must be included in the Proposer's proposed price(s) for the work under the Awarded Contract. No adjustments will be made in the amount to be paid by Transit under the Awarded Contract due to any misunderstanding by or lack of knowledge of the Proposer as to liability for, or the amount of, any taxes for which the Proposer is liable or responsible by law or under the Awarded Contract or because of any increases in tax rates imposed by any Federal, State or local government.

No payments in advance or in anticipation of goods or services to be provided under any resulting Contract will be made. Consultant will only be compensated for performance delivered and accepted by Transit.

3.2 SUBMITTAL INSTRUCTIONS

Proposer will submit their complete Proposal in the following manner:

- A. Proposal:** Proposer must complete and submit all sections of the Proposal Submittal Document, located in [Appendix B](#), as their Proposal. One (1) electronic copy of the

Proposer's complete Proposal must be received by Transit on or before the **Proposal Due Date and Time** set forth in Section 2.2, Anticipated Procurement Schedule.

B. Delivery of Proposal: The Proposal must be delivered as follows:

1. **Electronic Submittal:** Send Proposal Submittal Document as email attachment to bidbox@intercitytransit.com. Transit will only accept Proposals for this RFP via email/email attachment. Proposer is required to submit its response to the email address provided in this section. Any other form of delivery will not be accepted and will be deemed non-responsive.
2. **Email Subject Line:** The email subject line should include the RFP number and Proposer's name (i.e. RFP-2400 – ABC Company). This RFP number is used by the Procurement team for search and filter features. Failure to include the RFP number in the email subject line may result in the disqualification of your Response.
3. **Maximum File Size:** The maximum file size must be 25 Megabytes (MB) or less. Files sizes above 25MB may be corrupted and not received by Transit. An automatic courtesy acknowledgement response that we received a message will be sent to you when bidbox@intercitytransit.com receives your email. This automatic response is not a guarantee the files were received and/or are intact.
4. **Signature:** For the purposes of this solicitation, Transit will accept a typed signature of an individual's name as the symbol of signature as authorized by RCW 1.80. Proposer is instructed to insert an electronic, typed signature (first and last name typed in), or actual signature into each section of the Proposal Submittal Document where a signature is required/requested. Signatures, that do not identify an individual, such as "Sales Team" or "Company Name" or "Government Contracts", will be disqualified for failing to name an individual.

C. Time of Receipt: Time of receipt will be determined by the date and time the Proposal is received by bidbox@intercitytransit.com. Proposer accepts all risks of late delivery regardless of fault or chosen method of delivery.

Proposals are to be submitted in the format described in this Solicitation. No oral, faxed, mailed or telephone Proposals or modifications will be accepted or considered. All Proposals and any accompanying documentation become the property of Transit and will not be returned.

D. Note to Proposer: It is up to the Proposer to decide when to submit the Response to Transit. While Transit does its best to make response submittal easy, technological failures can occur, and while unfortunate, a response sent by a Proposer but not received or unable to be located by the Procurement Coordinator, corrupted files, and/or Proposals received after the due date and time noted in Section 2.2, as indicated by the timestamp on the email when printed to PDF, or any other failure, for any reason, no matter the cause, regardless of responsibility or fault, will be rejected.

3.3 LATE PROPOSALS

Any Proposal received after the exact time specified for Proposal due date and time will not be accepted or considered. The exact time is designated as the date and time received by the bidbox@intercitytransit.com.

3.4 PROPOSER RESPONSIVENESS

Proposer must respond to each question/requirement contained in this RFP. Failure to demonstrate to Transit that your firm meets RFP requirements and/or comply with any applicable item may result in the Response being deemed non-responsive and disqualified from further consideration.

Transit, at its sole discretion, reserves the right to consider the actual level of Proposer's compliance with Solicitation requirements, accept or reject any and all Proposals received, waive any irregularities or minor informalities, to accept any items or combination of items, and to request additional information required to fully evaluate a Proposal.

SECTION 4 - EVALUATION AND AWARD

4.1 OVERVIEW

The responsive responsible Proposer whose Proposal is determined to best meet all RFP requirements and is the most advantageous to Transit, based on the evaluation factors described herein, will be declared the successful Proposer. All Proposals are subject to Transit's final approval as to whether they meet all RFP requirements.

4.2 EVALUATION CRITERIA

The scores for each Proposal will be assigned a relative importance for each scored section as follows:

PHASE 1 EVALUATION

Phase 1 Requirements	Max Points
Non-Cost Proposal:	180 points
Cost Proposal:	120 points
Total Possible Phase 1 Points:	300 points

PHASE 2 EVALUATION (OPTIONAL)

Phase 2 Requirements	Max Points
Interview:	100 points
Total Possible Phase 2 Points	100 points

4.3 EVALUATION PROCESS

1. Initial Determination of Responsiveness (pass/fail)

Responses will be reviewed initially by the Procurement Coordinator to determine on a pass/fail basis compliance with administrative requirements as specified in this RFP. Only responses that meet this requirement will move to the next evaluation step.

Transit reserves the right to determine at its sole discretion whether Proposer's Response meets the responsiveness criteria as set forth within this document. If all responding Proposers are determined to be deemed Non-Responsive, Transit will cancel the Solicitation and reject all Proposals.

Only Responses that pass the Initial Determination of Responsiveness review will be further evaluated based on the requirements in this Solicitation.

2. Phase 1 Evaluation – Non-Cost and Cost Elements (scored)

a. Non-Cost Proposal Evaluation:

Evaluators will score each element of the Non-Cost Proposal. The Procurement Coordinator will tabulate evaluators' scoring. Transit will calculate a single score for each Non-Cost Proposal. There are a maximum of **180 points** available for the Non-Cost Proposal.

b. Cost Proposal Evaluation:

The Procurement Coordinator will calculate the Cost score using Proposer's Cost Proposal submittal, summing tables 1-4. The total available points for the Cost Proposal section are **120 points**. The Proposer's Cost Proposal will be scored in relation of the other Cost Proposals received, with the lowest Cost Proposal receiving the maximum available points. Other higher cost bids will receive a pro rata share of points.

Example: Bid #1 is the low bid at \$100 and earns 120 points. Bid #2 is the second low bid at \$200 and earns 60 points. $\$100 / \$200 = .5$. $120 \text{ points} \times .5 = 60 \text{ points}$.

c. Proposer Total Phase 1 Score:

Proposers' Total Phase 1 Score will be calculated by summing Non-Cost and Cost Proposal points (maximum of **300 points**).

3. Phase 2 Evaluation - Interview (scored) (Optional)

Transit reserves the right to schedule Interviews if determined to be in the best interest of Transit. In the event Interviews are required, Transit will contact the top-scoring Proposer(s) from Phase 1 to schedule an Interview date, time, and location. Phase 1 scoring will only be used to determine which Proposer(s) move to Phase 2. Phase 2 scoring will be used during the remainder of the RFP evaluation process to determine the successful Proposer. There are a maximum of **100 points** available for the Interview. Commitments made by the Proposer during the Interview, if any, will be considered binding.

4. References (pass/fail)

Transit reserves the right to check references after Proposal submittal, to assist in determining the overall responsibility of the Proposer. References may be checked during Proposal evaluation determine the responsibility of Proposers. Transit reserves the right to reject any Proposal submittal if the Proposer receives unfavorable references and may use results as a factor in award. Transit reserves the right to seek and substitute other references to determine the sufficiency of the Proposer's level of responsibility.

5. Evidence of Qualification (pass/fail)

After Proposal submittal, Transit reserves the right to make reasonable inquiry and/or requests for additional information, to assist in determining the overall responsibility of any Proposer. Requests may include, but are not limited to, educational degrees, business licenses, financial statements, credit ratings, references, record of past performance, experience, available equipment, criminal background check, clarification of Proposer's offer, and on-site inspection of Proposer's or Proposer's Subcontractor's facilities. Failure to respond to said request(s) in the time allotted by Transit may result in the Proposer being deemed non-responsive and thus disqualified. Transit reserves the right to reject any Proposal where, upon investigation of the available evidence or information, Transit is not satisfied that the Proposer is qualified to fulfill Contract requirements.

4.4 OVERVIEW OF THE AWARD PROCESS

The successful Proposer, if any, will be the responsive, responsible, qualified Proposer whose Proposal, in the sole opinion of Transit, best meets the requirements set forth in this RFP and is in the best interest of Transit. Transit may enter into Contract negotiations with the successful Proposer.

All responsive Proposers responding to this solicitation will be notified when Transit has determined the successful Proposer.

If Transit and the successful Proposer are unable to negotiate an acceptable Contract within a reasonable amount of time, Transit will terminate negotiations and will proceed to negotiations with the next highest ranked Proposer. After contract award, should that contractual relationship between the awarded Proposer and Transit end, Transit may approach the non-awarded Proposer(s) to explore if a contractual relationship can be formed to cover the remaining possible life available under Section 1.4 – Contract Term.

Transit may be required to make a recommendation of the successful Proposer to the Intercity Transit Authority (Authority). If the Authority concurs, a Contract will be awarded to the successful Proposer.

4.5 EXECUTION OF CONTRACT

The successful Proposer will execute the final Contract and return to Transit, together with the evidences of insurance, within ten (10) Business Days of its receipt. After execution by Transit, a fully signed Contract will be returned to the Awarded Contractor. The Insurance minimum policy limits and other requirements are within [Appendix B](#) – Sample Contract.

4.6 POST AWARD MEETING

The Awarded Contractor may be required to attend a post award meeting scheduled by the Procurement Coordinator to discuss Contract performance requirements. The time and place of this meeting will be scheduled following Contract award.

APPENDIX A – SCOPE OF WORK AND SPECIFICATIONS

1. SCOPE OF WORK

The Awarded Contractor will provide Landscaping and Grounds Maintenance Services in accordance with the requirements stated herein at the following fully operational Intercity Transit locations as follows:

1. **Pattison Street Facilities:** 510 & 526 Pattison Street SE, Olympia, WA 98501
2. **Olympia Transit Center:** 222 State Avenue NE, Olympia, WA 98501
3. **Lacey Transit Center:** 610 Golf Club Place, Lacey, WA 98503
4. **Centennial Station:** 6600 Yelm Highway SE, Lacey, WA 98503
5. **Martin Way Park and Ride:** 4800 Martin Way E, Lacey, WA 98516
6. **Hawks Prairie Park and Ride:** 2548 Hogum Bay Road NE, Olympia, WA 98516
7. **Bobcat Parking Lot:** 3121 Pacific Avenue Southeast, Olympia, WA 98501 (enter from Lansdale Rd. SE)

The required Landscaping and Grounds Maintenance Services will include, but are not limited to, all labor, tools, specialized equipment, materials and transportation necessary to perform all work as specified herein.

Required services include general landscape maintenance tasks including but not limited to, weeding, cultivating, trimming, pruning, mowing, edging, fertilizing, applying weed and pest control products, and maintaining or repairing sprinkler heads to facilitate efficient and effective irrigation.

2. SERVICE AND TASK SCHEDULE

- A. The Awarded Contractor will provide Landscaping and Grounds Maintenance Services at each Transit location in accordance with the Service and Task Schedule included in [Appendix B](#).
- B. The specific tasks and frequencies detailed in the service and task schedule are minimum requirements. Transit reserves the right to modify the service and task schedule to meet the operational and strategic objectives of the agency.
- C. Within thirty (30) Calendar Days of award, the Awarded Contractor will prepare a proposed annual schedule, outlining approximate dates for all quarterly, bi-annual, and annual services, to be approved by Transit's Project Manager, or designee.
 - i. Once the annual schedule is approved by Transit, the Awarded Contractor will not change or amend the schedule without the prior written approval of Transit.
- D. Transit desires to maintain presentable and healthy landscaping through environmentally sensitive maintenance practices and incorporating natural alternatives to chemical applications whenever possible. The Awarded Contractor will employ industry best practices as practical to promote this when fulfilling the service and task schedule.

3. GENERAL REQUIREMENTS

In the fulfillment of the Contract requirements, the Awarded Contractor will:

- A. Employ industry best practices to minimize interruption and promote safe Transit operations to the extent practical.

- B. Perform specific tasks during the timeframes designated in the Service and Task Schedule, in a manner that is most effective within the specified timeframes.
- C. Perform as-needed landscaping and grounds maintenance services, other than those specifically identified herein, as mutually agreed upon in writing between the parties.
- D. Always perform services in a detail-oriented, professional, courteous, and safe manner.
- E. Provide all equipment, training, and materials necessary to meet Contract requirements.
- F. Perform all services in accordance with industry standards and best practices.
- G. Ensure that all employees performing work at Transit facilities have a valid Washington State driver's license or a designated driver who does.

4. LICENSES AND REGULATIONS

The Awarded Contractor must:

- A. Be licensed to do business in the state of Washington.
- B. Annually obtain, at its own expense, a Burlington Northern Santa Fe (BNSF) Contractor Safety Certification for any and all employees working within twenty-five (25) feet of the railroad tracks at Centennial Station. A copy of the certification must be provided to Transit. For more information on this requirement, visit the BNSF Contractor Safety website at <http://bnsfcontractor.com/>.
- C. Be familiar with and adhere to all applicable Federal, State, County, City and Local Laws, Regulations or Codes applicable to the Landscaping and Grounds Maintenance Services as specified herein.
- D. Be aware of and adhere to all safety standards concerning materials and equipment used to fulfill Contract requirements.

5. CONTRACTOR EQUIPMENT AND SUPPLIES

The Awarded Contractor will:

- A. Provide all necessary equipment and supplies, including but not limited to, bark, fertilizers, herbicides, pesticides, grass seeds, sprinkler heads, other landscape maintenance products, labor, tools, equipment, transportation, fuel and necessary consumables necessary to perform services and fulfill Contract requirements.
- B. Bring necessary equipment and supplies on site and remove all equipment and supplies from the site immediately following the completion of services. Equipment or supplies will not be warehoused at any Transit location.
- C. Ensure that all equipment used to perform required services is well maintained and in safe working order at all times. Contractor will ensure equipment operates in a manner that supports Transit's commitment to environmental-friendly products and practices.
- D. Not hold Transit liable for any damage or theft of Contractor's equipment or supplies.

6. COMMUNICATION AND SUPPORT

- A. The Awarded Contractor will ensure that a lead staff member is on site during the performance of work at any given site who can effectively communicate verbally with Transit staff in English.

- B. The Awarded Contractor must be available to respond to emergency clean-up situations or non-scheduled requests for services, hereafter known as “non-scheduled services” or “as-needed services” within twenty-four (24) hours of request. The hourly rate established in the Contract for non-scheduled services will be used in such an event.

7. COMPLIANCE WITH POLICIES

Alcohol, drugs, and weapons are not permitted on Transit property. The use of tobacco products are only allowed in designated areas. The Awarded Contractor must ensure that all employees assigned to work on Transit property are aware of and comply with these policies.

8. ARRIVAL AT WORK SITES

The Awarded Contractor must:

- A. Notify a designated Transit staff member upon arrival when performing services at the Olympia Transit Center and Pattison Street Facilities.
- B. Notify the on-site security staff upon arrival when performing services at the Lacey Transit Center.
- C. Notify Transit’s Project Manager, or designee, via phone upon arrival when performing services at the Martin Way Park and Ride and Hawks Prairie Park and Ride.
- D. When parking space is not available at a Transit location, obtain and/or purchase parking as needed.

9. SAFETY

The Awarded Contractor will:





- A. Ensure that all personnel providing services under the Contract are properly trained and competent to carry out the level of service required at Transit facilities in accordance with applicable laws, regulations and industry standards.
- B. Provide barricades or other materials necessary to protect persons and property against injury or damage during the course of work.
- C. Supply literature and/or Safety Data Sheets (SDS) to Transit’s Project Manager, or designee, for all chemical products to be used prior to use on Transit property.

10. PERFORMANCE EXPECTATIONS AND QUALITY ASSURANCE

- A. Awarded Contractor will submit a completed checklist, or other mutually agreed upon format, which indicates the task, date, and location of each service performed under the Contract to Transit’s Project Manager, or designee, on a monthly basis.
- B. If Transit determines the Awarded Contractor is responsible for any death or damage to plants, turf, trees, bushes, or other landscaping items, Contractor will replace items, on a like-for-like basis, at no expense to Transit. For items that die or are damaged and are determined by Transit not to be the Contractor’s responsibility, an agreement will be reached regarding the cost to replace.
- C. Transit will monitor the Contractor’s performance under this Contract. All questions concerning the quality or acceptability of materials used, the work performed, the manner of performance, and progress meeting the requirements of the contract should be addressed to Transit’s Project Manager, or designee.

- D. Contractor performance may be considered when determining whether or not to extend the term of this Contract.
- E. Transit will promptly advise Contractor of any performance issues, describing the issue and desired remedy. Contractor must promptly remedy the issue to Transit's satisfaction. Repeated performance issues not resolved to Transit's satisfaction may result in the initiation of the termination process identified in the sample Contract.

APPENDIX B - PROPOSAL DOCUMENTS

<p>Proposal Submittal Document: Proposers must <u>complete and submit</u> the Proposal Submittal Document as their Proposal.</p>	 2400 submittal document.doc
<p>Solicitation Standards: This document contains the Standard Definitions, Instructions to Proposers and Terms and Conditions. This document <u>does not</u> need to be submitted, however Proposers are instructed to be familiar with it as it governs this Solicitation and will be incorporated into the resulting Contract.</p>	 2400 Solicitation standards.docx
<p>Sample Contract Document: Transit expects the final Contract signed by the successful Proposer to be substantially the same as this Contract. This document <u>does not</u> need to be submitted, however Proposers are instructed to be familiar with it.</p>	 2400 sample contract.docx
<p>Service and Task Schedule: This document details the specific service and task schedule of Landscaping and Grounds Maintenance Services that the Awarded Contractor will perform. This document <u>does not</u> need to be submitted, however, Proposers are instructed to be familiar with it as it will be incorporated into the resulting Contract.</p>	 2400 Service and Task Schedule.docx