



INVITATION TO BID

ITB # 2023 - 001

Landscape Maintenance Services

**Bid Submission Deadline:
Thursday, February 9, 2023
no later than 11:00 AM PST**

Whatcom Transportation Authority

<http://www.ridewta.com/business/doing-business/procurement>

**4011 Bakerview Spur Road
Bellingham, WA 98226
Phone (360) 788-9332
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Procurement@ridewta.com**



Part 1 – Introduction

Whatcom Transportation Authority (WTA) Public Transportation Benefit Area (PTBA), defined by RCW 36.57A, providing fixed route and paratransit service throughout Whatcom County, Washington. Whatcom County is in the northwest corner of Washington State. The transit revenue fleet consists of 62 fixed route buses, 45 paratransit vehicles, and 31 vanpools.

WTA's service area includes the cities of Bellingham, Ferndale, and Lynden, as well as incorporated regions surrounding these communities. In 1993 the Lummi/Marietta area was annexed and incorporated into the WTA service area, and in 1994 the Western Whatcom County area (Blaine/Birch Bay/Semiahmoo/Cherry Point) was also annexed and incorporated.

WTA owns seven (7) properties throughout Whatcom County that are used to provide transit service. WTA is currently seeking a full service contractor to provide landscape maintenance to six (6) of these properties.

This contract will be subject to Prevailing Wage.¹

Additional information about WTA can be found at www.ridewta.com.

Bidders are required to adhere to the terms and conditions of this solicitation packet. WTA will not negotiate any aspect of the required service or contract once the Intent to Award is issued. WTA will not make any concessions for Bidders who are not completely familiar with the scope or contract requirements.

All submittals become the property of WTA and are subject to public disclosure after award.

Throughout this ITB the terms vendor, Contractor, and Bidder are used interchangeably. In general, the term Bidder means those who submit a proposal in response to this ITB, while a Contractor is a Bidder who has been selected and enters a contract to provide the services.

Equal Opportunity: Small, minority, veteran, women-owned, and Disadvantaged Business Enterprises² (DBE), are encouraged to submit a response to this solicitation.

¹ RCW 39.12

² 49 CFR 26

Part 2 – Scope of Work

2. A Introduction

WTA is soliciting for a full service landscaping contractor to provide landscaping and irrigation maintenance services for six (6) of WTA’s properties.

- Maintenance, Operations, Administration Building (MOAB), 4011 Bakerview Spur, Bellingham
- Midway Lot, 2000 Midway Lane, Bellingham, WA
- Bellingham Transit Station (BTS), 205 E. Magnolia, Bellingham
- Cordata Transit Station (CTS), 4194 Cordata Parkway, Bellingham
- Ferndale Station (FTS), 1675 Main Street, Ferndale
- Lynden Station (LTS), 1945 Front Street, Lynden

(“WTA Properties”). The successful bidder will also provide twenty-four (24) hour snow and ice response and removal to the Lynden Station and Ferndale Station locations (“Transit Stations”).

2. B Technical Requirements

The successful Contractor will:

- Maintain well-groomed grounds at all WTA Properties, at all times.
- Practice an Integrated Pest (weed, insect and disease) Management approach for the care of WTA grounds at WTA Properties.
- Help maintain safety of sidewalks, driveways, and parking lots at specified Transit Stations during snow and ice events.
- Ensure that proper methods and procedures are followed in maintaining WTA's capital assets.
- Provide both timely and quality services required to meet long term needs of WTA.

The work shall be performed in Whatcom County as outlined in Appendices D through I.1.

All routine landscape maintenance work on this project shall be performed between 7 AM and 5 PM Monday through Friday. Snow and ice removal work and related slip hazard prevention at Ferndale Station and Lynden Station must be performed any time day or night as needed, seven (7) days per week twenty-four (24) hours a day. WTA will not execute separate agreements for snow and ice removal, landscaping, irrigation service and repairs, or any other work outlined in the scope of work.

WTA will inform Contractor of irrigation system component locations at each of the WTA Properties. Access to irrigation controls will be given upon request during routine maintenance visits.

A. Contractor Responsibilities & Provided Materials

- Supply all labor, materials, required safety vests, and equipment.
- Follow RCW Chapter 43.19A as it pertains to the use of biochar and compost materials.
- Provide and coordinate disposal of all removed material including grass clipping, weeds, trash, tree and shrub branches and clippings, and other yard waste.
- Any changes to the scope of work must be approved in writing by the General Manager.
- If any alteration, dismantling, etc., is required to complete tasks, the Contractor shall promptly restore the site to its original condition.
- Contractor shall perform work to cause the least inconvenience and interference with current operations.
- Contractor will furnish all insurance requirements and endorsements listed in Appendix A.

B. Worksite Rules

1. Contractor, employees, and any sub-contractors shall follow industry safety standards.
2. All crew members shall wear high visibility safety vests while working at WTA Properties.
3. Contractor shall supervise and direct the work of all employees and sub-contractors.
4. There is no smoking allowed on the WTA Properties except in designated smoking area(s).
5. Contractor shall perform all work in accordance with applicable City and County codes where work is performed. This includes City of Ferndale, City of Lynden, and City of Bellingham, and Whatcom County.
6. Contractor shall be responsible for acts, errors, and omission of his/her/its employees and sub-contractors.
7. Should Contractor or sub-contractors cause damage at any of the WTA Properties while performing contracted work, Contractor shall promptly remedy such damage and be held liable for repair or replacement of property.
8. Contractor shall clean the work area and secure all personal tools and equipment at the end of each workday.

C. Environmental Standards

Contractor shall adhere to WTA's environmental standards. Contractor shall comply with applicable portions of the following statutes, ordinances and regulations and such other regulatory measures dealing with the prevention of environmental pollution and the preservation of public natural resources as may be subsequently identified by WTA or other public agencies as applicable to the work.

- Federal. Natural Environmental Policy Act of 1969, 42 USC 4321 et Seq.; Executive Order 11514; Clean Water Act, 33 USC 1251 et seq.;
- State. Water Pollution Control Act, Chapter 90.48 RCW; State Environmental Policy Act of 1971, Chapter 43.19A and 43.21C RCW and WAC Chapter 197-10; Noise Control Act of 1974, Chapter 70.107 RCW; Washington Clean Air Act, Chapter 70.94 RCW and WAC Chapter 1; Shoreline Management Act of 1971, Chapter 90.58 RCW; Washington Pesticide Application Act, RCW Chapter 17.21.
- Regional. Any applicable Air Pollution Control District regulations.
- Whatcom County. Any applicable County ordinances and regulations.
- Local. Any applicable City of Bellingham, City of Ferndale or City of Lynden ordinances and regulations.
- Product Labels. All instructions on the labels of any product used by Contractor on any of the WTA Properties.

2.D Scope of Work

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

“Mulch-mowing” or “grasscycling” is preferable, unless performance creates a large surface buildup. For instance, if saturated soft soils have prevented mowing for several weeks in spring and the grass is very tall, the clippings will need to be collected and disposed of off-site.

Mow lawns to a height not to exceed two-two and a half (2 to 2.5) inches high.

Maintain lawns and grassy areas. Mow, string trim, edge sidewalks and curbs. Ditches, storm drains, and paved surfaces are to be kept free of cuttings. After mowing, weeding, etc. remove all spoils from hard surfaces.

Maintain fields, lawns, patios, parking lots, sidewalks, and landscaped areas by picking up litter, debris, fallen leaves, fallen branches, etc. Dispose of litter, debris, clippings, leaves, etc. off-site in a legal manner. Leaves may be raked or shredded by mower and blown into shrub beds for mulch as directed by WTA Project Manager. Maintain all planted areas by weeding, mulching shrub and flower beds, pruning shrubs and trees, maintaining irrigation systems, litter removal, and leaf clean up.

Trim ground cover and flowering plants back as appropriate when flowers have completed growth cycle to promote new growth and maintain healthy plants. Spent flower heads will be removed from plants weekly April through October, and once every other week March and November (deadheading).

Utilizing an Integrated Pest Management (IPM) approach, eliminate weeds from gravel areas, perimeter fence lines, paved areas including sidewalks, street gutters, parking lots, bus runways, curbs, expansion joints, roadway, and parking lot cracks.

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 two (2) inches (5 cm) in height or diameter. Dispose of weeds off- site. 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 will 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 or chemicals must be used, choose the least toxic available (e.g. soap and vinegar-based weed killers, or cut-and-paint stems with systemic herbicides) and spot apply on weeds (See 2.D.2 Chemical Restrictions). Pre-emergent herbicides are not allowed – maintaining a thick mulch layer combined with mechanical weeding is as effective.

If a pesticide must be used, post signs for at least twenty-four (24) hours after application 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 applicators (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/](http://agr.wa.gov/PestFert/Pesticides/).

Ensure public safety for patrons and WTA employees present on the WTA Properties by maintaining good visibility particularly at the parking lots and driveways, with low (2 to 3 foot) shrubs and open, limbed-up trees.

Prune low hanging and damaged limbs and suckers to maintain the natural shape and beauty of all trees and shrubs and to provide proper clearance for pedestrian and vehicle traffic. When specified by WTA Project Manager, prune trees and shrubs to heights determined by WTA. Check for proper tension on fasteners supporting trees and shrubs, if any supports are present. Re-stake trees and shrubs as needed to prevent damage during inclement weather.

Add mulch to planting beds as an extra service, for specific areas and with WTA pre-approval. This work will be provided on an as needed Time and Materials basis. Mulch must contain compost and/or biochar products where feasible³. Examples of where mulch would likely be needed once per year is the flower garden area in front of the Lynden Station Front Street entry.

Maintain all sprinkler and soaker hose systems, piping, heads, and controllers (“Sprinkler Systems”) on the WTA Properties. Winterize Sprinkler Systems each fall and remove water from lines. Activate and test Sprinkler Systems each spring. Regularly monitor sprinkler head spray patterns and adjust as needed ensuring water is kept to planting beds and not non-landscaped surfaces. Maintain soaker hoses (only present at Cordata Station) and

³ RCW 43.19A.120, RCW 43.19A.140

verify adequate water distribution. Each month survey soaker hoses and conceal exposed soaker hoses with soil and compost and/or biochar containing mulch: re-bury or add soil as needed.

Verify all sprinkler heads, soaker hoses, and sprinkler plumbing parts are intact while the irrigation systems are activated. Repair Sprinkler Systems as needed to maintain system integrity. Invoice irrigation service and repairs as time and materials including copies of timesheets and material invoices. WTA will not pay time and materials charges without appropriate back up.

Contractor shall perform or sub-contract annual testing of the Sprinkler System backflow prevention assemblies at all WTA Properties. Testing shall be performed by a backflow assembly tester certified by the State of Washington Department of Health, and test reports shall be submitted to local authorities with copies submitted to WTA.

WTA may add or remove plants in bedding and planted areas which include trees, shrubs, flowers and groundcovers on the sites. This work may be performed by WTA or requested from the Contractor as a change order. New plants will be maintained by the Contractor in accordance with all provisions of this scope of services.

The maintenance schedules for each site are not all-inclusive of what may be needed to keep the facilities in top condition. WTA reserves the right to delete tasks or add work that could reasonably be considered within the general scope of the contract.

2.D.1 Work Performance Oversight and Field Management Communications

1. Within three (3) hours of dispatching employees to either Transit Station for snow and ice response, Contractor will notify WTA Project Manager via phone call, text message or e-mail. Contractor will include a brief description of the work to be performed at each site (e.g. plowing snow, clearing sidewalks, spreading ice-melt).
2. Contractor's account manager shall meet with WTA's project manager periodically as requested to review items outlined in the scope of work for completion.

2.D.2 Chemical Restrictions at All WTA Sites

Contractor shall protect the health of residents, workers, and customers, as well as the environment, by minimizing use of pesticides (herbicides, insecticides, fungicides, and rodenticides).

1. All chemical applications will meet current and local law. WTA requires Safety Data Sheets (SDS) on all chemicals used on the WTA Properties and WTA must pre-approve them before their use. Failure to receive pre-approval from WTA will be considered breach of contract and subject to termination as outlined in Appendix A. All chemicals shall be registered with the US EPA for the intended application. No chlorinated hydrocarbons chemicals are permitted on or near any of the WTA

- Properties. Chemicals prohibited from use on WTA property include but are not limited to: Toxaphen, Thiodan, Endrin, Lidane, Aldrin, DDT, Kelthane, etc.
2. Preferred method of weed control in planting areas and sidewalk joints is manual removal. Chemicals applied for weed control will be the least toxic available and will be limited to spot-application. Insect and disease control shall be structured around integrated pest management.
 3. Employees applying pesticides (including herbicides, fungicides and moss control agents) must be licensed as a Commercial Operator (Appendix C). All chemical applications shall be made in strict accordance with manufacturer's label directions. All procedures shall conform to the requirements of RCW Chapter 17.21 and WAC Chapter 16-228.
 4. Mix all pesticides and clean the application equipment in an area where accidental spills will not enter surface or ground waters and contaminate the soil.

Contractor will ensure public safety by protecting the work area and chemical application area at all times. Contractor shall post markers at the usual points of entry where pesticide will be applied⁴. Contractor is responsible for ensuring these markers meet the regulations in RCW Chapter 17.21 and are worded accordingly. Any fines or legal action resulting in Contractor's failure to post signs meeting the legal requirement are the responsibility of the Contractor. WTA will not reimburse the Contractor for their failure to follow regulations. Contractor shall notify WTA Project Manager at time of application and shall provide information pertaining to removal of the warning markers (24-hours minimum or longer as required by the label on the product used).

2.D.3 Ferndale Station Services

Ferndale Transfer Station (FTS) is located at 1675 Main Street in Ferndale, east of I-5. Refer to Appendix D.1 Ferndale Maintenance Schedule for the frequency of minimum required tasks. In addition to the tasks outlined above, perform the following site specific tasks.

1. Rough mow field at southeast corner of property (near RV lot) as needed, when earth is dry enough to run mower over. Exclude swamp area.
2. Repair, replace, or re-install control box covers in lawn and garden areas, when broken, damaged, or out-of-place.
3. Trim bushes and trees on both sides of bus driveway area eliminating encroachment into the driveway or obstruction of driver visibility.
4. During snow and ice events maintain the safety of pedestrians by using snow removal tools and ice-melt to prevent slip hazards. During snow events, plow snow in the public parking lot ensuring safe driving surface and providing adequate number of parking spots for Food Bank patrons and the Park-N-Ride lot. This will

⁴ RCW 17.21.410

equal approximately fifty (50) parking spots. Snow and ice maintenance is based on a twenty four (24) hour a day, seven (7) days a week response.

2.D.4 Lynden Station Services

Lynden Transfer Station (LTS) is located at 1945 Front Street, 1 block east of the Guide Meridian.

Refer to Appendix E.1 Lynden Maintenance Schedule for the frequency of minimum required tasks. In addition to the tasks outlined above, perform the following site specific tasks.

1. Rough mow field at south end of property. Vegetation must be no higher than six (6) -inches⁵. Mow the field as needed to maintain it below the six (6) -inch maximum. LTS includes the entire field between the WTA bus runway curb and the shopping center parking at the south end of the field, bordered on the east by the sidewalk and on the west by the fence (“LTS Field”).
 - a. Pay particular attention to mow this field one (1) week before NW Washington Fair event in August.
2. Cut back shrubbery and other vegetation (blackberries, etc.) along the south and west perimeters of LTS Field to keep the edge areas from an overgrown state. Keep the southwest corner of LTS Field well maintained by regular string trimming and litter removal.
3. Contractor is responsible for regular clean-up of all concrete and asphalt surfaces. This includes clean-up and removal of leaves, tree needles, branches, and litter from the picnic area, inside shelters, sidewalks, curbs, public parking lot, and bus runway.
4. During snow and ice events maintain the safety of pedestrians by using snow removal tools and ice-melt to prevent slip hazards. During snow events, plow snow in the public parking lot ensuring safe driving surface and providing adequate number of parking spots for Grant’s Burgers patrons and the Park-N-Ride lot. This will equal approximately fifty (50) parking spots. Snow and ice maintenance is based on a twenty four (24) hour a day, seven (7) day a week response.

2.D.4.A LTS Display Gardens

1. Contractor will install and maintain showcase quality blooming garden plants in the display gardens. The front planting area, on the Front Street side of the building will be a showcase flower garden for the neighborhood to be proud of and the community to enjoy. This garden should be in bloom the majority of the year, Spring through Fall.

⁵ Lynden Municipal Code 8.24.015

2. The LTS Front Street Display Garden shall be a well-planned flower garden alive with vibrant colors. Contractor will plan out a flower display garden yearly to provide a succession of blooms with waves of colors throughout the growing seasons. The garden will provide a pleasing and exciting visual effect from all sides. Plants will be arranged so that they can be appreciated from the sidewalks or driving past in a car.
3. Beauty bark or other wood chip type mulch must not be added to the Front Street Display Flower Garden areas. Contractor will review mulch with WTA's Project Manager prior to adding to any of the display gardens. Mulch will meet environmental requirements as outlined in 2.B section A above.
4. WTA budgets One Thousand Five Hundred and No/100 Dollars (\$1,500.00) per year for the Contractor to purchase flowering plants and bulbs for this location. Contractor will submit original invoice from plant and bulb purchase with monthly invoice for reimbursement.

2.D.5 Bellingham Station Services

Bellingham Transit Station (BTS) is located in downtown Bellingham at Magnolia and Railroad, 205 E. Magnolia. The property is outlined by Champion Street, Railroad Avenue, Magnolia Street, and the alleyway in the center of the block.

Refer to Appendix F.1 BTS Maintenance Schedule for the frequency of minimum required tasks. In addition to the tasks outlined above, perform the following site-specific tasks.

Landscaped areas at this site include grounds along entire length of alleyway, both sides of the fence line along Railroad Ave, and garden and hedges surrounding patio area on Magnolia side of building. Patio area is an employee area not readily accessible to the public but included in this scope.

Contractor laborers are required to wear safety vests with reflective striping while performing work at the BTS . Contractor will supply safety vests.

Contractor crew shall park off-site, in metered public parking areas, at all times.

Contractor shall coordinate activities with the on-site Terminal Expediter when working in areas along alleyway and Railroad Avenue fence lines. Coaches are left parked adjacent to the alleyway throughout the day and will need to be moved so they do not hinder laborers' maintenance duties, if the Terminal Expediter determines there is alternative parking space available for the bus parking.

1. Prune/trim all hedges surrounding building and patio and shrubbery growing along alleyway fence line to maintain a well-groomed appearance. Height of hedges and

shrubs must be maintained so that vegetation does not obstruct line of sight⁶ for bus drivers, as they drive out of BTS onto Magnolia Street, etc.

2. The apple-producing tree along the alleyway fence line requires pest management⁷. Apply pest management as to maintain edibility of the apples. People do pick and eat these apples.

2.D.6 Cordata Station Services

Cordata Transfer Station (CTS) is located in Bellingham at 4194 Cordata Parkway. The property includes a transit station and a park & ride lot.

Refer to Appendix G.1 Cordata Maintenance Schedule for the frequency of minimum required tasks. In addition to the tasks outlined above, perform the following site specific tasks.

Contractor laborers are required to wear safety vests with reflective striping while performing work at CTS. Contractor will supply safety vests.

1. Maintain the planted and irrigated beds on either side of the crosswalk located near the north end of the site, crossing Cordata Parkway. There are plantings beds in the middle of the street on either side of this crosswalk. It is extremely important to keep height of shrub and ornamental plantings here low enough and the tree limbs trimmed high enough so that vegetation does not obstruct line of sight for all vehicle drivers⁸.
2. All bushes in the parking lot area must be trimmed low enough to maintain clear visibility for drivers as they enter and exit site driveways and maneuver through the parking lot⁹.

2.D.7 Maintenance Operations Administration Base (MOAB)

MOAB is located in Bellingham at 4011 Bakerview Spur, Bellingham, at the corner of Bakerview Spur and Midway Lane.

Refer to Appendix H.1 MOAB Maintenance Schedule for the frequency of minimum required tasks. In addition, perform the following site specific tasks.

Note that most of the paved lot inside the fenced area of the rear bus parking lot is exempt from the scope of work. However, in this fenced area, the south curbed edge and lawn and

⁶ Bellingham Municipal Code 13.40.080

⁷ Bellingham Municipal Code 13.40.090

⁸ Bellingham Municipal Code 13.40.080

⁹ Bellingham Municipal Code 13.40.080

the east perimeter landscaped areas and planting beds (raised planters and SE small courtyard area) are included in the scope of work.

This is a ten (10) acre site located in an industrial park. There is a building for offices and vehicle maintenance with parking lots on this site. All landscaped beds, planters, lawns, grass, parking islands and roadside borders are covered in the scope, including areas inside of the fence bus yard parking lot as is the southwest corner of the site. Areas on the north and west sides of the site between the security fence and surrounding ditches are excluded, with the exception of approximately 60-feet x 10-feet of grass at the SW portion of west security fence line.

1. Check for and remove weeds from paved areas; all sidewalks, street gutters, curbs, and employee parking lot. WTA staff will remove weeds from the bus parking lot.
2. Any herbicide used MUST be registered for use near storm water ditches and wetlands.
3. MOAB requires an Industrial Stormwater Permit¹⁰. As a condition of related surface water discharge permits, the following actions and prohibitions apply:
 - Disposal of vegetation, oil, fuel, or chemicals into ditches or storm drainage network on and surrounding the site is prohibited.
 - Compliance with the 2012 Stormwater Management Manual for Western Washington, as Amended in December 2014, Volume IV, Chapter 2, S411 BMP's for Landscaping and Lawn/Vegetation Management".¹¹ Contractor will be familiar with this section and will download a copy <https://fortress.wa.gov/ecy/publications/SummaryPages/1410055.html>

2.D.8 Midway Lot

The Midway Lot is located at 2000 Midway Lane, Bellingham, WA. In addition to the tasks outlined above, perform the following site specific tasks at the Midway Lot. Refer to Appendix I.1 Midway Lot Maintenance Schedule for the frequency of minimum required tasks.

Maintain vegetation in the bioswale keeping in mind the plantings are part a live filtration system for the stormwater run off.

Trim back strawberry plant groundcover from paved area next to bioswale as needed.

Includes basic vegetation trimming of the graveled area (future building site).

Any herbicide used MUST be registered for use near storm water ditches and wetlands.

¹⁰ RCW 90.48 and The Clean Water Act Title 33 USC §1251

¹¹ Publication number 14-10-055

Includes routine maintenance, start up, winterization and backflow preventer testing of the Sprinkler System.

Maintenance of all landscape areas outside the fence along Midway Lane and Bakerview Spur are included in this scope of work, including the ditch along Bakerview Spur.

2. F Contractor Performance Reviews

WTA will conduct a performance review of projects and the Contractor every twelve (12) months while the Contract is in effect¹². These reviews shall be completed by WTA's Project Manager. The completed evaluation form shall be shared with the Contractor and become a permanent part of the Contract administration file. The results of these evaluations shall be considered for price adjustments, and in the evaluation of any future applications to WTA solicitations for services.

WTA will be using the criteria below in its evaluations.

- **Communication**
Contractor communicates regularly and openly with WTA staff. This can be done face to face, via phone conferences, one-to-one, or group meetings. Contractor is visible and available when needed. Answers emails and phone calls in a timely manner. Provides timely follow through. Verbal and written communication is concise and easy to understand to individuals.
- **Adherence to Scope of Work**
Maintenance Schedule in Appendices D – I.1 tasks are completed regularly and on time. Contractor staff rarely has to revisit a site to re-perform a task.
- **Interpersonal Skills with WTA staff**
Effectively coordinates and cooperates with WTA staff directives.

Evaluations will be scored as follows:

1 = CONSISTENTLY BELOW EXPECTATIONS: Performance is at a level below established objectives with the result that the overall contribution is marginal and substandard. Performance requires a high degree of constant supervision and guidance.

2 = BELOW EXPECTATIONS: Meets some of the established objectives and expectations but definite areas exist where achievement is substandard. Performance requires somewhat more than a normal degree of direction and supervision.

3 = MEETS EXPECTATIONS: Meets established objectives in a satisfactory and adequate manner. Performance requires normal degree of supervision and guidance.

4 = EXCEEDS EXPECTATIONS: Accomplishments are above expected level of essential requirements. Performance requires minimal supervision and guidance to achieve goals.

¹² 2 CFR 200.301, 2 CFR Part 200.318 (b), RCW 39.26.180(1)(d), RCW 39.26.180(3)



5 = CONSISTENTLY EXCEEDS EXPECTATIONS: Performance easily exceeds job requirements, performance approaches best possible attainment. Minimal to no supervision is required. Needs little to no guidance outside of original task order to complete tasks.

Part 3 - Submission Guidelines

All submittals become the property of WTA.

3. A Procurement Schedule

Dates preceded by an asterisk (*) are estimated dates. Estimated dates are for information only.

Activity	Date - 2023
Procurement Request Released	January 13
Clarification Deadline	February 2 no later than 4:00 PM PST
Bids Due to Contracting Portal	February 9 no later than 11:00 AM PST
Public Bid Opening	February 9 at 12:00 PM PST
*Notice of Intent to Award	February 14
*Estimated Award Date	March 2

WTA does not guarantee a response to questions submitted after the clarification deadline has passed. Bids are not reviewed or considered after they are due. Issuance of a Notice of Intent to Award is not a substitute for a contract and can be revoked.

WTA reserves the right to modify the Procurement Schedule through written addenda.

Public bid opening will be held virtually via Teams. Bids can be submitted to the Portal any time up to the public bid opening, but no later.

Bids received will not be available for review by the public until after Notice of Intent to Award is issued.

3. B Bid Guidelines

Bidders should fully inform themselves of the conditions, requirements, and specifications before submitting a bid. The submission of a bid constitutes Bidders acceptance of the terms and conditions of this request, including the underlying contract terms and conditions which are set out herein.

The Bidder is responsible for all costs related to the preparation of the bid. Any costs associated with the Contract not specifically set forth in this Invitation to Bid will be the responsibility of the Bidder and will be deemed included in the fees and charges proposed.

WTA reserves the right to:

- Award to one or more vendors
- Accept or reject any or all proposals and their Bidders
- Reject any or all proposals until a contract is signed with the Bidder
- Reject this solicitation and issue a new one for any reason

- Waive deviations from the requirements
- Waive any informality or minor irregularity in proposals received
- Issue changes to the solicitation in the form of written addenda
- Request additional information to fully evaluate a bidder or bid

A bid will be rejected when:

- It is late
- Not in the required format
- The Bidder fails to meet the minimum qualifications listed in Part 3.C
- The Bidder is determined to be not responsible as described in Part 4.C
- Any required form is not signed
- Vendor information, references, or any other form is incomplete or incorrect
- Any other reason determined to be in the best interest of the WTA
- It does not meet required terms and conditions
- The details of the proposal have been altered
- A Bidder fails to timely respond to a request for additional information
- It fails to contain any of the required information
- A conflict of interest is not properly disclosed
- Bidder fails to acknowledge in writing an addenda

Bids may not be modified after opening unless requested by WTA. Prior to opening, bids may be withdrawn at any time.

WTA may request that information be displayed differently than presented (for example, request a bundled pricing structure be itemized).

WTA may request clarification or additional information, including, but not limited to, financial statements.

3. C Minimum Bidder Qualifications

At the time of bid, Bidders must meet the following minimum qualifications. Bidders will not substitute the experience of a sub for their own.

- Have a current State of Washington Unified Business Identifier (UBI), or provide proof one has been applied for, and all required local government business license(s) and city endorsements¹³.
- Not be suspended or debarred with SAM.gov.
- Not be disqualified from bidding under RCW 39.06.010 or 39.12.065 (3).
- Possess a current certificate of registration that is in compliance with RCW Chapter 18.27.

¹³ Bellingham Municipal Code 6.05.025, Ferndale Municipal code 5.04.030, and Lynden Municipal Code 5.02.020 require endorsements.

- Have received training on the requirements related to public works and prevailing wage under this chapter and chapter 39.12 RCW.
- Whether, within the three (3) -year period immediately preceding the date of the bid solicitation, the bidder has been determined by a final and binding citation and notice of assessment¹⁴ issued by the department of labor and industries or through a civil judgment entered by a court of limited or general jurisdiction to have willfully violated, as defined in RCW 49.48.082, any provision of chapter 49.46, 49.48, or 49.52 RCW;

3.C.1 Supplemental Bidder Criteria¹⁵

As a condition of bidding, Bidders must also meet the following supplemental criteria. Bidders not meeting these requirements will be rejected as not responsible:

- a) Currently hold a Construction Contractor license with a specialty in Landscaping or General.
- b) Possess a Commercial Applicator pesticide license from the Washington State Department of Agriculture (WSDA).
- c) If a corporation or limited liability company, Contractor shall be at all times registered with the Washington State Secretary of State's office to transact business in the state of Washington.
- d) Be regularly engaged in landscaping and irrigation maintenance contracts of like nature, magnitude and comparable difficulty, and at comparable rates of progress for a minimum of three (3) years prior to this ITB with satisfactory performance.
- e) Demonstrate there are no outstanding and/or repetitive violations with Labor and Industries, Department of Revenue, or Employment Security.
- f) Possess all permits, registrations, and licenses as required by city, state, and Federal ordinances, rules, laws, and regulations. When requested by WTA, Proposer shall provide documents confirming that he/she/it has obtained any local business registrations or permits that may be required.

3. D Bid Submission

It is the Bidders responsibility to ensure WTA has received their submission.

Sealed bids from bidders will be received only through WTA's contract portal: <https://wta.cobblestone.software/gateway/SolicitationPublicSearch.aspx>. All other submissions (email, USB, or hardcopy) will be rejected as non-responsive.

Bids are due 60 minutes before the virtual bid opening to allow for resolution of any technical issues. WTA's Procurement Manager may open submitted files to ensure complete file transmission, but the bid will not be counted until the virtual bid opening.

¹⁴ RCW 39.26.160(2)(f)

¹⁵ RCW 39.04.350(2)

3. E Questions About the ITB & Contact with WTA

Questions pertaining to the ITB must be submitted to WTA's contract portal no later than the close of business on the date listed in the Procurement Schedule above. WTA does not guarantee a response to questions submitted via email, phone or other method, nor does WTA guarantee a response after the date provided in the Procurement Schedule.

Unauthorized contact regarding this ITB with WTA employees or agents may result in disqualification. Any oral communications will be considered unofficial and non-binding on WTA. Bidders should rely only on written statements issued by the Procurement Manager.

WTA expressly prohibits any email addresses being added company marketing email lists.

3. E Submission Packages

The following information, forms, and documents contained in this solicitation shall be completed and submitted as part of the Bid. Failure to include any of requested information and properly completed forms will be cause for immediate rejection of the Bid. The below list does not relieve the Bidder from the responsibility of becoming familiar with all aspects of the solicitation documents and proper completion and submission of a Bid.

WTA has included, as an editable file named "2023-001 ITB Exhibit A-F Fillable Bid Forms.doc" to be used for bid submission.

- Bid Confirmation and Cover Sheet (Exhibit A)
- Vendor Info & References (Exhibit B)
- Debarment and Compliance (Exhibit C)
- Wage Statute Compliance (Exhibit D)
- Bid Form (Exhibit E)
- Conflict of Interest Statement (Exhibit F)

Bidders are advised that the following will be incorporated into the final contract:

- Invitation to Bid
- Appendices C - I
- Issued Addenda (if applicable)
- Terms and Conditions in Appendix A
- Contractor Pricing & completed Exhibits
- Executed Contract
- Purchase Orders
- Change Orders

Submission of a Bid acknowledges that WTA will not enter into a contract that contradicts any of the parts included in the solicitation.

3. F Conflict of Interest

WTA officers, employees, agents, or Board members will not solicit or accept gifts, favors, or anything of monetary value from Bidders. Any WTA officer, agent, employee, or Board member with a perceived or actual financial or other interest in the award of this proposed contract will recuse himself/herself from any evaluation or decision on any bid.

Bidders and their staff must declare any perceived or actual conflict of interest. For example, a conflict of interest would arise if a Bidder or staff did the following:

- Assists in the creation of the scope of work. This includes but is not limited to, reviewing and commenting on the preliminary scope in whole or part, assisting staff in specification writing, or recommending the use of a particular brand or supplier/distributor in the specification or evaluation of proposals.
- Has access to nonpublic information during the performance of an earlier contract or has been provided with information other contractors have not during the procurement.
- Assists in the creation of a project budget.
- Has a personal or professional relationship or affiliation (past or present) with a member of the evaluation or project team.
- Has a financial gain from the recommendation and/or purchase of a particular good or service relating to a contract or potential contract. (e.g. distributor/manufacturer relationship)

WTA will review all conflict of interest statements and notify the Bidder of its decision to allow or reject a bid as it pertains to the conflict.

In the event that a conflict of interest is discovered post-award, this may be considered a breach of contract and the contract will be terminated under the terms and conditions provided. The Bidder must pay any additional costs incurred by WTA to engage another contractor to finish the work.

3. G Addenda

Addenda will be issued to all known bid holders and posted at ridewta.com should questions or clarifications be deemed significant enough to affect received proposals. Bidders must ensure they receive all issued addenda prior to the submission deadline, and acknowledge each addenda on Exhibit A.

3. H Protest Procedures

Filing a Protest Any party with an interest in the award of the solicitation may file a protest that WTA staff did not follow its own policies and procedures regarding a

Procurement Action, or the procedures and restrictions set out in this ITB.¹⁶ Any protest must be submitted in writing to WTA's Procurement & Grants Coordinator, and include the following information:

- a) Name, address, email address, and telephone number of the protester
- b) Signature of the protester or their representative
- c) Identification of the solicitation
- d) Detailed statement of the legal and factual grounds of the protest
- e) Copies of all relevant documents
- f) The form of relief requested

Issues and facts not stated in the Notice of Protest will not be considered.

Time for Filing a Protest. A protest based on alleged improprieties or ambiguities in a **solicitation** must be filed at least seven (7) days before the due date of the bid or proposal. A protest based upon alleged improprieties in an **award** of a contract or a **proposed award** of a contract must be filed within three (3) days after the Notice of Intent to Award has been issued.

Notice of Protest. Procurement shall immediately give notice of a protest to the selected Bidder if a contract has been awarded. If no award has been made, notice will be provided to all Bidders.

Stay of Award. If a protest is filed, the award will be postponed unless the Finance Director determines in writing that:

- a) Reasonable probability exists that the protest will be denied.
- b) Delay of the award would be contrary to the best interests of WTA.

Review of Protests

Review: The Finance Director shall review and investigate properly filed protests and issue a written decision to the protestor:

- a. A meeting(s) will be called within five (5) working days from receipt of the protest that will include representatives from the WTA and the protester to discuss the issue(s) related to the protest. The meeting may be conducted by telephone conference if convenient for both parties.
- b. A decision of the protest will be made by the Finance Director within three (3) working days of the final meeting and at the time the protester shall be notified of the decision in writing by the Director by email or regular mail.
- c. The Finance Director may, at his/her sole discretion, extend the limits of time outlined above.

¹⁶ "Procurement Action" includes: specific procurement steps, such as setting the calendar of events; producing the proposal/bid document; advertising the proposal or bid in legal paper of record; maintaining a list of proposal/bid holders; conducting a pre-proposal meeting; responding to all approved equals/clarifications received by the appropriate time and date; addenda issued straightforwardly to all proposal/bid holders; enforcing closing time and date; providing proctoring services to the project manager and evaluation committee; setting criteria weights; conducting interview process with top-scoring Proposers and evaluation committee; creating notes to file regarding the proposal/bid process; issuing award/non-award letters; and maintaining a written record of the procurement.

- d. The decision of the Finance Director shall be final, unless appealed as provided herein.
- e. A request for reconsideration may be allowed if data becomes available that was not previously known, or there has been an error of law or regulation.

Appeal: A Protestor may appeal the Finance Director’s formal decision to WTA’s General Manager. The written appeal must be received by WTA within two (2) business days after receipt of the written decision by the Protestor, or the appeal will not be considered. Properly filed appeals of the decisions of the Finance Director shall be reviewed and investigated by the General Manager who shall issue WTA’s final decision no later than twenty-one (21) days after receipt.

3. I Inter-local Purchasing

This award shall be subject to RCW Chapter 39.34 Inter-local Cooperation Act where other government agencies may purchase from the executed contract in accordance to the terms and prices stated, over the subsequent time period for which the vendor is willing to honor the solicitation price and terms.

3. J Request for Clarification, Deviation, or Substitutions

Any Bidder(s) believing a contract term or scope requirement is unnecessarily restrictive or wishing to propose an alternate must notify WTA in writing by the deadline provided in the Procurement Schedule. Requests submitted after this date, or as a contract condition will not be reviewed or considered. WTA will not agree to terms or conditions to the contract after bids are submitted and conditioned proposals may be rejected as non-responsive. Any changes or requests pertaining to the contract must be made evident prior to the close of the procurement. WTA will not execute multiple contracts for services to be provided as part of the contract scope.

ESTABLISHMENT OF CONTRACT BASED UPON NOTICE OF INTENT TO AWARD

The ITB and the BID SUBMITTED constitute an “offer” and “acceptance” of all of the terms and conditions for an enforceable contract, subject to WTA’s formal award of a bid, which remains in its exclusive discretion. Once a bid is accepted and awarded by WTA, the parties will have an enforceable “contract” whose terms and conditions will comprise those set out in the ITB and the bid. WTA reserves the right to seek to have such contract enforced, and to seek specific performance from the successful Bidder based upon the terms set out in the ITB and the bid. Throughout this ITB, the term “Contract” shall mean the terms and conditions contained in this ITB and an awarded bid, and a formal written contract entered pursuant to Part 4.

Submission of a bid grants WTA the right to enforce the parties agreement without the need for a signed Contract, based upon the existence of an enforceable agreement between the parties, whose terms and conditions shall comprise the ITB and bid.

Any unapproved deviations, exceptions, substitutions, alternates, or conditions contained in a proposal are cause for the proposal's rejection as non-responsive.

THE ONLY WAY THAT THE SUCCESSFUL BIDDER MAY MODIFY, AMEND OR AVOID ANY TERM AND CONDITION SET OUT IN THE ITB IS TO REQUEST A DEVIATION OR SUBSTITUTION BY THE DEADLINE PROVIDED IN 3.A. UNLESS A REQUEST IS PRESENTED BEFORE THE DEADLINE, AND ACCEPTED BY WTA IN WRITING AS AN ADDENDA, ALL TERMS AND CONDITIONS OF THE ITB SHALL BE BINDING AND ENFORCEABLE AGAINST THE SUCCESSFUL BIDDER.

3. K Disadvantaged Business Enterprise, Small Business Enterprise, Women Owned Business Enterprise, Veteran Owned Business Enterprise

Certified DBE, SBE, WBE, MBE, and VBE firms shall have equal opportunity to compete for and perform as prime contractors, suppliers, or as subcontractors through another awarded contractor.

A complete list of certified businesses can be found at omwbe.wa.gov. Contractors are also encouraged to receive Federal DBE certification where applicable.

Part 4 – Bid Evaluation

4. A Bid Opening Procedures

Bids will be opened via Microsoft Teams at 12:00 PM PST to allow for safe social distancing. Interested attendees may

1. Contact procurement@ridewta.com and request a meeting invite.
2. Join via weblink:

<https://www.microsoft.com/en-us/microsoft-teams/join-a-meeting?rtc=1>

Meeting ID: 247 395 166 779

Passcode: mc9iZB

4. B Bid Award

WTA will award a contract to the responsive and responsible bidder providing the lowest price in the “Grand Total Per Month” field on Exhibit E: Bid Price.

Bid price will include all labor, equipment, insurance, fees, taxes, overhead, and profit to provide all services requested in the scope of work.

Additional labor for adding mulch and planting flowers/shrubs will be billed as time and materials with no markup at the fully burdened hourly rate for Landscape Maintenance workers as approved by Labor and Industries.

WTA will reimburse contractor cost plus an additional 10% for the following. Any invoices for these items MUST include actual receipts and/or time sheets.

- Parts for Sprinkler System repairs
- New plants, flowers, bulbs, shrubs, trees, etc. NOT part of LTS SOW
- Compost, biochar, mulch and fertilizer products
- Annual backflow prevention assembly testing
- Ice Melt and sand for ice and snow response

4. B.1 Identical bid totals

After opening Bids, if two or more lowest responsive Bid totals are exactly equal, then the tie-breaker will be determined by drawing as described in this section. Two or more slips of paper will be marked as follows: one marked “Winner” and the other(s) marked “unsuccessful”. The slips will be folded to make the marking unseen. The slips will be placed inside a box. WTA’s Procurement & Contract’s Manager, or designee, shall draw a slip from the box. The slips shall be unfolded and the firm with the slip marked “Winner” will be determined to be the successful Bidder and eligible for Award of the Contract. Only those Bidders who submitted a Bid total that is exactly equal to the lowest responsive Bid are eligible to draw.

4. C Responsibility Review

WTA will only award to Bidders who have the ability, willingness, and integrity to conform to all requirements of the proposal and subsequent contract.

To establish Bidders responsibility, WTA will review all material submitted with a bid. WTA may also obtain additional information and conduct independent investigation, including, but not limited to, obtaining copies of business licenses and/or professional licenses and certificates, obtaining financial reports, verifying DBE/MWBE status, reviewing records with the Better Business Bureau, reviewing references, and checking debarment lists. WTA reserves the right to interview references, perform internet searches, review Dunn & Bradstreet reports, and use any other investigative means it chooses. A Bidder must timely provide all requested information.

4. D Notice of Intent to Award

Upon selection of the successful Bidder, a Notice of Intent to Award will be provided to all known plan holders. The Notice of Intent in no way constitutes a promise to award or an acceptance of the offer contained in the bid; rather it is the WTA's first step in recommending a contract to its Board of Directors. WTA may reconsider and withdraw, change or amend a Notice of Intent at any time before the Board of Directors formally select a proposal.

Documents and information relating to the procurement may be requested by submitting a Public Disclosure Request to recordsrequests@ridewta.com. If competing bids are requested before a notice of intent is issued, WTA will withhold the Notice of Intent to Award for two (2) additional business days after the request is fulfilled¹⁷. Refer to Part 6 of this ITB for the process of releasing documents marked as "Confidential" or "Proprietary".

City of Bellingham, City of Ferndale, and City of Lynden endorsements will be required as a condition of contract award to the highest scoring Bidder¹⁸.

4. F Trial Period and Right to Award to Next Lowest Bidder

A ninety (90) day trial period applies to contracts awarded by this solicitation. During the trial period, Contractors must successfully perform. Failure to perform may cause immediate termination of the Contract under the Default provision outlined in Appendix A. If a dispute occurs as to acceptability of product or service, WTA's decision prevails. WTA will only pay for work performed on authorized purchase orders up to termination. If the Contract is terminated within the trial period, WTA may award the Contract to the next lowest responsible responsive bidder. Any new award is also subject to a trial period.

¹⁷ RCW 39.04.105

¹⁸ Bellingham Municipal Code 6.05.025, Ferndale Municipal code 5.04.030, and Lynden Municipal Code 5.02.020

Part 5 – Special Terms and Conditions

A successful Bidder will execute a formal contract with WTA, which Contract shall include expressly or by reference the terms of this Invitation to Bid, the general terms and conditions set out in Appendix A, and the following particular terms and conditions. Each and all of these applicable terms and conditions should be factored into any bid.

5. A Contract Term, Compensation, and Invoice Payments

1. Contract Term: The initial length of the Contract will be three (3) years, and WTA may, in its discretion, extend the Contract for one (1) additional three (3) year term. Contract extension is subject to Prevailing Wage requirements in 5.B below. The total length of the Contract will not exceed six (6) years.

2. Compensation: WTA will only issue payments once an approved Intent is submitted to Labor and Industries. Payments will be made against an approved Purchase Order equal to the amount agreed upon by the parties.

3. Invoices: Payment will be based on Net thirty (30) day terms from the date of invoice receipt. WTA is open to negotiating different payment terms (i.e. 3% Net 15, etc.). Contractor will submit invoices no later than the 5th of the month following work performance. WTA reserves the right to refuse payment on invoices for work that completed sixty (60) days prior to the invoice receipt. Year end invoices will be submitted no later than January 20 each year unless otherwise approved in writing by WTA's Accounting Manager or designee.

Invoices must be addressed to Accounts Payable or emailed to ap@ridewta.com. WTA will not be responsible for late payments due to incorrect routing on the part of the vendor.

WTA will not pay invoices submitted without correct Intents and Affidavits.

WTA will reimburse contractor cost plus an additional 10% for the following. Any invoices for these items MUST include actual receipts and/or time sheets.

- Parts for Sprinkler System repairs
- New plants, flowers, bulbs, shrubs, trees, etc. NOT part of LTS SOW
- Compost, biochar, mulch and fertilizer products
- Annual backflow prevention assembly testing
- Ice melt and sand for ice and snow response

Additional labor for adding mulch and planting flowers/shrubs will be billed per hour with no markup. Invoices will include copies of timesheets for this work and not include any additional markup other than the fully burdened hourly rate for Landscape Maintenance workers as approved by the Washington State Labor and Industries.

5. B Prevailing Wage and Intents & Affidavits

Pricing will be based on the Prevailing Wage in effect on the date bids are due.

Prevailing Wage may be adjusted up or down based on the wage in effect as of the date of contract renewal execution¹⁹.

The Contractor shall be required to file Intent to Pay Prevailing Wage form with the State of Washington at each contract renewal.

Contractor shall also file an Affidavit of Wages Paid at the end of each contract term.

Certified payrolls must be made available on request.

WTA will not pay invoices submitted without approved Intents and Affidavits.²⁰

5. C Subcontractors

Contractor shall perform at least 75% of the work with its own organization.

All subcontractors must be pre-approved by WTA before they begin work. WTA reserves the right to investigate subcontractor responsibility prior to confirming award, if subcontractors are known. WTA will not approve change orders to the proposal or final contract price for replacing rejected subcontractors.

Prime contractors are required to provide a copy of the sub-contract or purchase order to WTA. Any sub-contract will contain the same language as required in Appendix A.

Before the sub-contractor starts, shall submit the following documents:

- Insurance requirements listed in Part 5.L or furnish proof of inclusion of the Prime Contractors insurance
- Approved Intent with WA State Labor and Industries.
- Provide proof that all individuals are properly licensed, certified, and/or bonded to perform the contracted scope where applicable

WTA will not make final payments to Prime Contractor without approved Affidavits of Wages Paid on the part of the subcontractor.

Contractor will be jointly and severally, and vicariously liable to WTA for any work performed by its subcontractors, and responsible for the work of, including, but not limited to the adequacy, timeliness, efficiency, and sufficiency, its subcontractors. All

¹⁹ WAC 296-127-023

²⁰ RCW 39.12.040

subcontractors will have sufficient knowledge, skill, and experience to perform the work contracted to them.

WTA will not be held responsible for the contractual relationship between subcontractors and Contractor. Contractor will maintain and monitor all subcontractor performance, payment, project delivery requirements, and relationships as they pertain to the Prime's ability to successfully complete a project.

5. D Limitations of Liability

WTA is unable to agree to any limitation of liability in the event of a claim or issued judgment through the performance of a contract. This is considered a gift of public funds and is unenforceable by the Washington State Constitution²¹.

5. E Price Adjustments

WTA will review proposals for labor rate increases in connection with any wage rate increases or decreases implemented by Labor and Industries. After verification of wage rate change, a Contract modification will be issued by WTA and executed by the parties.

Price adjustments for Contractor costs not part of a Prevailing Wage increase will be requested by the Contractor no less than 30 days before the Contract anniversary date. Requests for adjustment will include documentation relating to the cause of the rate adjustment. Documentation may include but not be limited to: receipts, maintenance logs with costs, or subcontractor invoices. WTA reserves the right to approve, deny, or negotiate any price adjustments not related to Prevailing Wage.

5. F Insurance

Contractor will be required to furnish insurance as outlined in Appendix A for each year the contract is effect.

²¹ Article VIII, Section 7, "Credit not to be Loaned"

Part 6 – Public Disclosure Law

WTA complies with RCW Chapter 42.56. All proposals and Contract documents will be disclosed if a Public Disclosure Request (PDR) is submitted, unless a proper exception applies. It is Bidders responsibility to be familiar with RCW Chapter 42.56 and what WTA's confidentiality limitations are.

WTA will not execute non-disclosure agreements.

Bids Marked Confidential:

If WTA receives any public disclosure request that includes a request for all or a portion of any bid, WTA is required to comply with this request under RCW Chapter 42.56, subject to any exception that may apply to WTA. Nonetheless, any information provided by Bidder labeled "Confidential" or "Proprietary" but does not, in WTA's opinion, fall into an exception from public disclosure, will be initially withheld and WTA will notify Bidder of the request. WTA will continue to withhold the confidential or proprietary labeled materials for a total of fourteen (14) days after providing notice. Thereafter, WTA shall release the confidential or proprietary materials pursuant to the public records request, subject to any court order or injunction that Bidder may obtain.

The Bidder assumes all costs of any legal actions, and shall reimburse WTA for administrative, expert and costs and attorneys' fees it incurs arising from dealing with bidder's labeling of any portion of the bid as "Confidential" or "Proprietary," including those arising from any legal action commenced by bidder. Submission of a bid is agreement with this section.

Public Records Application to Documents of Vendor

As a public contract, all records prepared, generated or used by a successful vendor or its/his/her agents, employees and subcontractors relating to the Contract and associated work will be subject to being a "Public Record" under RCW Chapter 42.56. Bidder, if selected, shall maintain and retain all such records in a manner that is accessible and WTA shall have the right to review and inspect such records upon request, for a term of three (3) years following completion of the Contract work. All records subject to a public disclosure request will be provided to a requester. WTA may only refrain from disclosing any record based upon an exemption that is applicable to WTA, and will not refrain from disclosing any record under an exemption that may be personal to the Bidder. Bidder will need to seek judicial approval to prevent such disclosure, at its expense. Bidder, if selected, shall insert this provision in all contracts with subcontractors or agents providing services relating to the Contract.

Part 7 – Bidder’s Checklist

By submitting a Bid, Bidders agree to be bound by and adhere to all legal requirements and contract terms and conditions contained in this solicitation document.

WTA WILL NOT NEGOTIATE ANY ASPECT OF THE REQUIRED SERVICE OR ANY CONTRACT TERM OR CONDITION ONCE THE INTENT TO AWARD IS ISSUED. WTA WILL NOT MAKE ANY CONCESSIONS FOR BIDDERS WHO ARE NOT COMPLETELY FAMILIAR WITH THE SCOPE OR CONTRACT REQUIREMENTS.

The following information, forms and documents contained in this solicitation shall be completed and submitted as the first section of the original bid document. Bids not adhering to the provided directions may be disqualified as non-responsive.

WTA has included, as an editable file named “2023-001 ITB Fillable Bid Forms.doc” to be used for bid submission.

- Proposal Form (Exhibit A)
- References (Exhibit B)
- Debarment and Compliance (Exhibit C)
- Wage Statute Compliance (Exhibit D)
- Bid Price (Exhibit E)
- Conflict of Interest (Exhibit F)

Bidders are advised that the following will be incorporated into the final contract:

- Invitation to Bid including Appendices
 1. Appendix A: Contract Terms & Conditions
 2. Appendix C: WA State Dept of Agriculture Pesticide Management Division
 3. Appendix D: Ferndale Station Site Plan
 4. Appendix D1: Ferndale Station Maintenance Schedule
 5. Appendix E: Lynden Station Site Plan
 6. Appendix E1: Lynden Station Maintenance Schedule
 7. Appendix F: Bellingham Station Site Plan
 8. Appendix F1: Bellingham Station Maintenance Schedule
 9. Appendix G: Cordata Station Site Plan
 10. Appendix G1: Cordata Station Maintenance Schedule
 11. Appendix H: MOAB Site Plan
 12. Appendix H1: MOAB Maintenance Schedule
 13. Appendix I: Midway Lot Site Plan
 14. Appendix I1: Midway Lot Maintenance Schedule
- Issued ITB Addenda (if applicable)
- Contractor Pricing & Completed Exhibits A - F
- Executed Contract (Sample in Appendix B)
- Purchase Orders