



**CITY OF PROSSER**  
**REQUEST FOR PROPOSAL**

**To Provide**

*On Call Tree Services*

**Located at: 1002 Dudley Avenue/PO BOX 1639**  
**PROSSER, WASHINGTON 99350**

**Instructions To Contractors, Pricing Forms, Agreement,  
And Other Proposal Documents**

**CITY OF PROSSER, WA  
NOTICE TO CONTRACTORS  
On-Call Tree Services**

Notice is hereby given by the undersigned that sealed proposals will be accepted in the office of the Prosser City Clerk, Prosser City Hall, 1002 Dudley Avenue Prosser, Washington, 99350 until the hour of 3:00 p.m., Wednesday, March 20, 2024, for:

**On-Call Tree Services**

Proposal forms and Specifications are available in the office of the City Clerk, City Hall, Prosser, Washington. 509-786-2332 or at the City's webpage at [www.cityofprosser.com](http://www.cityofprosser.com)

This advertisement does not constitute any offer on the part of the City, rather it is placed only in order to solicit proposals. Women and Minority Vendors are encouraged to submit a proposal. The City of Prosser reserves the right to reject any and all proposals.

*The City of Prosser, in accordance with Title VI of the Civil Rights Act of 1964, 78 Stat. 252, 42 U.S.C. 2000d to 2000d-4 and Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of Secretary, Part 21, Nondiscrimination in Federally-Assisted Programs of the Department of Transportation issued pursuant to such Act, hereby notifies all bidders that it will affirmatively ensure that in any contract entered into pursuant to this advertisement, disadvantage business enterprises as defined at 49 CFR Part 26 will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, national origin, or sex in consideration for an award.*

Dated this 28<sup>th</sup> day of February , 2024.

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Toni Yost  
Finance Director

**Publish on Wednesday, March 6 and 13<sup>th</sup>**

**REQUEST FOR PROPOSAL**  
**On-Call Tree Services**

**A. TIME, PLACE, SUBMITTAL AND QUESTIONS**

1. The Contractor shall complete and submit one (1) original of the proposal documents.
2. To be considered, sealed proposals must be received by mail or in person at the City Clerk's Office, Prosser City Hall, located at 1002 Dudley Avenue, Prosser, WA 99350 in a sealed envelope, not later than 3:00 p.m. Prosser time on Wednesday, March 20, 2024. There will be no public bid opening for this contract. Rather departments will review the bids administratively and will post the bid tabulations on the City's webpage and will also be available for inspection.

Delivery Instructions:

For Hand delivery:           City of Prosser City Hall  
  1002 Dudley Avenue  
  Prosser, WA 99350

Mailing Address:            City of Prosser City Hall  
  PO BOX 1639  
  Prosser, WA 99350

4. The Contractor(s) shall identify his proposal on the outside of the envelope by writing the words:  
  - Do Not Open -  
  On-Call Tree Services RFP  
  3:00 p.m., Wednesday, March 20, 2024
5. Questions regarding any aspect of the proposal documents shall be directed in writing to:

Toni Yost, Finance Director  
Email: tyost@ci.prosser.wa.us

**B. PROPOSAL CONDITIONS**

**1. General Information**

The City of Prosser, hereinafter referred to as "City", is soliciting requests for proposals (RFP) from qualified arborist and/or tree maintenance contractors. For general, on-call tree maintenance, care, evaluation, and removal. The City will award a contract to the responsible firm, hereinafter referred to as "contractor", whose proposal is most

advantageous to the City (i.e. best value) with the price and other factors considered. The City reserves the right to award to other than the low bidder.

## **2. Acceptance of Proposals**

Proposals shall remain open for acceptance and be irrevocable for a period of ninety (90) calendar days from the proposal opening date. The City reserves the right to reject any or all proposals and to award the contract in its entirety, or in part, whichever in its opinion best serves the interests of the City. The City will review the overall qualifications and business proposals of the Contractor and, in its judgment, select the best qualified and most responsive Contractor. After submission of a Proposal, and before acceptance of any Proposal by the City, the City may request, and Contractor shall furnish, such additional information related to the Contractor as the City may reasonably request.

## **3. Award of Contract**

- a. After receipt and review of the proposals, the City reserves the right to interview and ask additional questions. The City reserves the right to negotiate, amend, or change the final contract through a bilateral “contract modification” at any time.
- b. In the event that the successful Contractor does not execute the contract as herein required, the award of the contract may then be made to another Contractor or the City may decide to call for new proposals.

## **4. Expenses in Preparation of Proposals**

The City will not be responsible for, nor pay for, any expenses incurred by the Contractor in the preparation of the proposal.

## **5. Examining Documents**

The Contractor will be deemed to have studied and examined all relevant documents before proposing.

## **6. Proposal Documents**

Proposal documents may be obtained from the City of Prosser website located at [www.cityofprosser.com](http://www.cityofprosser.com) or by contacting the Finance Director at Phone No. 509-786-2332 or by email at [tyost@ci.prosser.wa.us](mailto:tyost@ci.prosser.wa.us).

### **C. PROPOSAL CONTENTS: Proposals shall include the following:**

1. One (1) original Proposal Response.
2. Schedule A - Pricing Form

3. Schedule B – Service Agreement

**D. SERVICE SPECIFICATIONS AND SCOPE OF WORK**

Currently, the City of Prosser current has a contract for tree maintenance services and that contract is set to expire May 5, 2024. The desired process is to contract with one (1) arborist or tree maintenance contractors for a variety of general tree maintenance projects, including but not limited to:

- Limbing (to include the chipping of removed limbs)
- Pesticide Spray
- Tree Removal
- Tree Evaluation and Inspection.
- Stump Grinding

**E. EVALUATION CRITERIA**

**Selection Criteria**

The City of Prosser will evaluate all proposals that were received. The City reserves the right to reject any and all proposals in whole or in part and to waive irregularities not affecting a substantial right.

The following criteria will be considered in evaluating a proposal:

1. The proven ability, stability, capacity, and skill of the Contractor to provide the service required for a multi-departmental government unit.
2. Cost of service.
3. Completeness and thoroughness used to meet the specifications in this RFP.

**Scoring**

An evaluation committee will evaluate and rank each offer based on the following criteria. Offers shall be reviewed on the information received in the written response. The decision on the panel shall be final and conclusive.

Costs, including bid amount, ongoing support, administrative, implementation and training costs	35points
References, demonstrations, documentation, working relations and dependability	45 points
Training and implementation plan, technology and extra services	10 points

Responsiveness to the proposal	10 points
<b>TOTAL</b>	<b>100 points</b>

**F. PRICE ADJUSTMENTS**

Price adjustments will only be reviewed during contract renewal.

**G. SUBMISSION**

Contractors Checklist

The Contractors attention is especially called to the following items, which must be included or addressed in the proposal:

- One (1) original of the Proposal.
- Identify outside of sealed envelope, per page 3, paragraph 4.
- Submit Proposal by 3:00 p.m., Wednesday, March 20, 2024
- Signed and completed Schedule “A”, Pricing Form (don’t forget to acknowledge any received addendum).
- Signed and completed Schedule “B” Service Agreement

**SCHEDULE "A"**

**PRICING FORM**

The City, under general selection criteria of product, service, reputation, and rates, will review submitted proposals. The City reserves the right to procure "possible" items as separate decisions.

Item:	Standard Rate	After Hours Rate	Weekend & Holiday Rate
Limbing and Chipping	\$	\$	\$
Tree Removal	\$	\$	\$
Pesticide Spraying	\$	\$	\$
Evaluation of Tree	\$	\$	\$
Stump Grinding	\$	\$	\$
Other Services	\$	\$	\$

**Definitions**

Hours that Qualify for Standard Rate: \_\_\_\_\_

Hours that Qualify for After Hours Rate: \_\_\_\_\_

Hours that Qualify for Weekend and Holiday Rate: \_\_\_\_\_

\*Please provide an additional sheet for additional services not listed.

TO: The City of Prosser  
("The City")

The undersigned hereby offers to enter into an On-Call Tree Services Agreement, under the terms and conditions set forth in said contract, in this Proposal Form and in the Instructions to Contractors, for a term of three (3) years, commencing on \_\_\_\_\_, 2024 with two (2) possible one (1) year contract extensions, for a total of 5 years. Execution of this option shall be per the terms and conditions as set forth in the final agreement.

\_\_\_\_\_ has received, reviewed, and agrees to Addenda (s) \_\_\_\_\_, \_\_\_\_\_ & \_\_\_\_\_.

Service shall start within \_\_\_\_\_ calendar days after contract signing.

Does your firm have a location/office/facility in Prosser? YES \_\_\_\_\_ NO \_\_\_\_\_.

The terms and conditions of this proposal are agreed to on this \_\_\_\_\_ day of the year 2024.

BY: \_\_\_\_\_  
Typed Name (Officer)

SIGNATURE: \_\_\_\_\_

TITLE: \_\_\_\_\_

COMPANY: \_\_\_\_\_

ADDRESS: \_\_\_\_\_  
\_\_\_\_\_

DATE: \_\_\_\_\_

PHONE: \_\_\_\_\_

FAX: \_\_\_\_\_

(CORPORATE SEAL)



**SCHEDULE "B"**

**AGREEMENT**

*For:*

**On-Call Tree Services**

*For:*

**PROSSER, WASHINGTON**

# CITY OF PROSSER

## Document Overview

<b><u>TITLE:</u></b>	<b><u>TYPE:</u></b>	<b><u>NUMBER:</u></b>
<b><u>CONTRACTOR:</u></b>	<b><u>AMOUNT:</u></b>	<b><u>EFFECTIVE DATE:</u></b>
<b><u>REFERENCES (ORD/RESO/NOTES):</u></b>		<b><u>TERMINATION DATE:</u></b>

### ON-CALL TREE SERVICES AGREEMENT

THIS SERVICES AGREEMENT, hereinafter "Agreement", is made and entered into by and between the City of Prosser, a Washington State municipal corporation, hereinafter the "City", and \_\_\_\_\_, hereinafter "VENDOR".

WHEREAS, the City requires the skilled services of an arborist and/or tree maintenance contractor

WHEREAS, VENDOR has experience and expertise to provide tree maintenance services to the City and its under the terms and conditions set forth in this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants, conditions, promises, and agreements set forth herein, it is agreed by and between the City and the VENDOR as follows:

**1. Definitions/Interpretation**

For the purposes of this Contract and any additional instruments that may become a part of this Contract, the terms "contractor", "Contractor", and "vendor" shall be interchangeable. The terms "buyer", "purchaser", "procuring agency", "City", "City of Prosser", and "City" shall be interchangeable.

**2. Contract Documents**

The City of Prosser Request For Proposals and the VENDOR'S proposal (to the extent consistent with the City's documents) and any addenda are hereby incorporated herein by this reference. Specific federal and state laws and the terms of this Contract, in that order respectively, supersede other inconsistent provisions. This Contract is on file in the City Clerk's Office , 601 7<sup>th</sup> Street, Prosser, Washington, 99350.

**3. Term of Agreement**

The term of this Agreement shall be for a three (3) year, commencing on \_\_\_\_\_, 2024 with two (2) possible one (1) year contract extensions, for a total of five (5) years, unless terminated earlier by either party in accordance with Section 18 of this Agreement.

**4. License and Bonding Requirements**

VENDOR represents that it is licensed and bonded and shall remain so licensed and bonded during the term of this Agreement in accordance with and as required. Proof of license and bond shall be provided upon execution of contract by VENDOR.

**5. Status of VENDOR**

VENDOR and the City understand and expressly agree that VENDOR is an independent contractor in the performance of each and every part of this Agreement. VENDOR and its officers, employees, agents, instructors, and subcontractors shall make no claim of City employment nor shall claim any related employment benefits, social security, and/or retirement benefits.

**6. Taxes and Assessments**

VENDOR shall be solely responsible for compensating its employees and for paying all related taxes, deductions, and assessments, including but not limited to, federal income tax, FICA, social security tax, assessments for unemployment and industrial injury, and other deductions from income which may be required by law or assessed against either party as a result of this Agreement. In the event the City is assessed a tax or assessment as a result of this Agreement, VENDOR shall pay the same before it becomes due.

**7. Non-Discrimination**

During the performance of this Agreement, VENDOR shall not discriminate in violation of applicable federal, state, and/or local law and/or regulation on the basis of race, age, color, sex, religion, national origin, creed, marital status, political affiliation, or the presence of any sensory, mental or physical handicap. This provision shall include but not be limited to the following: employment, upgrading, demotion, transfer, recruitment, advertising, layoff or termination, rates of pay or other forms of compensation, selection for training, and the provision of collection services under this Agreement. Vendor agrees to be an equal opportunity employer.

**8. Compliance With Law**

VENDOR agrees to perform all services under and pursuant to this Agreement in full compliance with any and all applicable laws, rules, and regulations adopted or promulgated by any governmental agency or regulatory body, whether federal, state, local, or otherwise.

**9. No Insurance provided by City**

It is understood the City does not maintain liability insurance for VENDOR and/or its officers, employees, agents and/or subcontractors.

**10. Indemnification and Hold Harmless**

- A. VENDOR shall at its sole expense protect, defend, indemnify and hold harmless the City, its elected officials, agents, officers and employees from any and all accidents, damages, losses, liens, liabilities, fines, penalties, claims, lawsuits, demands, actions, judgments, awards, costs and expenses arising directly or indirectly from or out of or relating to the VENDOR'S performance or non-performance of this Contract, whether singularly or jointly with others, its representatives, permittees, employees, contractors or subcontractors. Nothing herein shall be deemed to prohibit an indemnified party from participating in the defense of any litigation by its own counsel at its own expense. Such participation shall not under any circumstances relieve VENDOR from its duty of defense against liability or of paying any judgment entered against such party.
- B. VENDOR hereby affirms that the City and VENDOR have specifically negotiated these provisions, as required by RCW 4.24.115, to the extent that it may apply.
- C. No action, error or omission, or failure to act by the City, its agents, officers, officials or employees, in connection with administering its rights, duties or regulatory functions related to this Contract shall be asserted by VENDOR, directly, indirectly or by way of seeking indemnification or as an assertion that the City has waived or is estopped to assert any municipal right hereunder, against the City, its boards, departments, divisions, officers, officials or employees.
- D. To the maximum extent permitted by law, VENDOR shall indemnify, hold harmless and defend the City from claims and litigation brought against the City by employees or former employees of VENDOR and, by mutual negotiation, VENDOR hereby waives, as respects the City only, any immunity that would otherwise be available to VENDOR against such claims or litigation under the worker's compensation provisions of Title 51 RCW. VENDOR hereby affirms that the City and VENDOR have specifically negotiated this provisions

**11. Insurance provided by VENDOR**

All bidders shall have a valid and current business license issued by the City of Prosser and the State of Washington covering this type of work. VENDOR shall be held responsible for any damages caused by their employees due to their actions and/or negligence.

The VENDOR shall obtain and maintain in full force and effect during the term of the contract, commercial general liability coverage with insurance carriers admitted to do business in the State of Washington. The insurance companies must carry a Best's

Rating of A-VII or better. The policies will be written on an occurrence basis subject to the following minimum limits of liability:

Commercial General Liability:

Combined Single Limit:	<u>\$1,000,000</u>	Per Occurrence
	<u>\$2,000,000</u>	Annual Aggregate

The City of Prosser, its agents, elected and appointed officials, and employees are to be listed as additional insureds under the policies.

The VENDOR will provide a Certificate of Insurance to the City as evidence of coverage upon execution of the contract. The certificate will provide 30 days notice of cancellation, and under the cancellation section the wording “endeavor to” and “but failure to mail such notice shall impose no obligation or liability of any kind upon the company, its agents or representatives” will be crossed out. A copy of the additional insured endorsement attached to the policy will be included with the certificate.

The VENDOR shall also maintain workers compensation through the State of Washington. A copy of proof of current coverage must be provided to the City upon execution of the contract

If at any time during the life of the contract or any extension, the VENDOR fails to maintain the required insurance in full force and effect, all work under the contract shall be discontinued immediately. Any failure to maintain the required insurance may be sufficient cause for the City to terminate the contract.

The Certificate of insurance, Workers Comp coverage, licensing, and bonding shall remain in force throughout the life of the agreement.

**12. Assignment**

This Agreement, or any interest herein, or claim hereunder, shall not be assigned or transferred in whole or in part by VENDOR to any other person or entity without the prior written consent of the City. In the event that such prior written consent to an assignment is granted, then the assignee shall assume all duties, obligations, and liabilities of VENDOR as stated herein.

**13. Severability**

If any portion of the Agreement is changed per mutual agreement or any portion is held invalid, the remainder of the Agreement shall remain in full force and effect.

**14. Integration and Supersession**

This Agreement sets forth all of the terms, conditions, and agreements of the parties relative to the subject matter hereof and supersedes any and all such former agreements which are hereby declared terminated and of no further force and effect

upon the execution and delivery hereof. There are no terms, conditions, or agreements with respect thereto, except as herein provided and no amendment or modification of this Agreement shall be effective unless reduced to writing and executed by the parties.

**15. Non-Waiver**

The waiver by VENDOR or the City of the breach of any provision of this Agreement by the other party shall not operate or be construed as a waiver of any subsequent breach by either party or prevent either party thereafter enforcing any such provision.

**16. Termination**

A. Termination for Convenience. The City may terminate this Contract, in whole or in part, at any time by thirty (30) calendar days written notice to the VENDOR when it is in the City's best interest. The VENDOR shall be compensated in accordance with the terms of this Contract up to the effective date of termination.

B. Termination for Default. If the VENDOR fails to comply with any provision of this Contract, the City may terminate this Contract for default without notice. Termination for default shall be affected by delivering a notice of termination to the VENDOR setting forth the manner in which the VENDOR is in default. VENDOR will only be compensated for services performed in accordance with the manner of performance set forth in this Contract subject to setoff for damages caused to the City. If, after termination for default, it is determined that VENDOR was not in default, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of the City.

C. Opportunity to Cure. The City in its sole discretion may, in the case of termination for default, allow the VENDOR an appropriate period of time, as determined by City, in which to cure the defect of service. In such case, the notice of termination will state the nature of the default, the time period in which cure is permitted, and other appropriate conditions. If the VENDOR fails to remedy to the City's satisfaction the default of any of the terms, covenants, or conditions of this Contract within the stated period of time for remedy, the City may terminate this Contract without any further obligation to the VENDOR.

D. Waiver of Remedies for any Breach. In the event the City elects to waive its remedies for any breach by VENDOR of any covenant, term or condition of this Contract, such waiver by City shall not limit City's legal remedies for any succeeding breach of that or of any other term, covenant, or condition of this Contract.

E. Remedies. A termination for convenience or default shall not in any way operate to preclude the City from pursuing all other available legal remedies against the VENDOR and its sureties for default or breach of this Contract.

F. VENDORS Right to Terminate. VENDOR may terminate this Contract, in whole, for any reason upon 30 calendar days written notice to the City.

**17. Resolution Of Disputes Or Breaches**

Disputes arising in the performance of this Contract that are not resolved by agreement of the parties shall be decided in writing by the City of Prosser Finance Director. This decision shall be final and conclusive unless within ten (10) calendar days from the date of receipt of its copy, the VENDOR mails or otherwise furnishes a written appeal to the City Administrator. In connection with said appeal, the VENDOR shall be afforded an opportunity to be heard and to offer evidence in support of its position. Pending final decision of a dispute hereunder, the VENDOR shall proceed diligently with the performance of this Contract while matters in dispute are being resolved. The final decision of the City Administrator shall be binding upon VENDOR and VENDOR shall abide by the decision. The duties and obligations imposed by the Contract Documents and the rights and remedies available hereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law.

**18. Survival**

Any provision of this Agreement which imposes an obligation after termination or expiration of this Agreement shall survive the term or expiration of this agreement and shall be binding on the parties to this Agreement.

**19. Notices**

Unless stated otherwise herein, all notices and demands shall be in writing and sent or hand-delivered to the parties at their addresses as follows:

To City:

City Clerk  
City of Prosser  
PO BOX 1639  
1002 Dudley Avenue  
Prosser, WA 99350

To Service Provider:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

or to such addresses as the parties may hereafter designate in writing. Notices and/or demands shall be sent by registered or certified mail, postage prepaid or hand-delivered. Such notices shall be deemed effective when mailed or hand-delivered at the addresses specified above.

**20. Governing Law**

This Agreement shall be governed by and construed in accordance with the laws of the State of Washington.

**21. Venue**

The venue for any action to enforce or interpret this Agreement shall lie in the Superior Court of Washington for Benton County, Washington.

**22. Contract Execution:**

**CITY OF PROSSER**

By: \_\_\_\_\_  
Mayor

Date: \_\_\_\_\_

**VENDOR**

By: \_\_\_\_\_

Date: \_\_\_\_\_

**ATTEST:**

\_\_\_\_\_  
City Clerk