



REQUEST FOR PROPOSALS
Landscape Services for
Eastside Fire & Rescue

Issue Date: March 17, 2020
Due Date: 2:00 pm, Tuesday, March 31, 2020

Table of Contents

Section 1: General Information 3

Section 2: Terms and Conditions 5

Section 3: Requested Services 8

Section 4: Proposal Evaluation 14

Form #1 - Proposal Form 15

Form #2 - Client Reference 17

Attachment “A-1” - Maintenance Schedule, Headquarters 18

Attachment “A-2” - Maintenance Schedule, Station 72 19

Attachment “A-3” - Maintenance Schedule, Station 73 20

Attachment “A-4” - Maintenance Schedule, Station 74 21

Attachment “A-5” - Maintenance Schedule, Station 76 22

Attachment “A-6” - Maintenance Schedule, Station 78 23

Attachment “A-7” - Maintenance Schedule, Station 81 24

Attachment “A-8” - Maintenance Schedule, Station 82 25

Attachment “A-9” - Maintenance Schedule, Station 83 26

Attachment “A-10” - Maintenance Schedule, Station 85 27

Attachment “A-11” - Maintenance Schedule, Station 86 28

Attachment “A-12” - Maintenance Schedule, Station 87 29

Attachment “A-13” - Maintenance Schedule, Station 88 30

Attachment “B” - Insurance Requirements..... 31

Attachment “C” - Sample Contract 32

Section 1: General Information

1.01 Purpose of RFP

To obtain bids for landscape services for thirteen (13) fire stations for Eastside Fire & Rescue.

1.02 Definitions

Contract - The agreement to be entered into for services between Eastside Fire & Rescue and the vendor who submits the proposal accepted by Eastside Fire & Rescue.

Grounds maintenance and landscape maintenance - The work and provisions described by the Service Contract and all addenda thereto.

RFP – Request for Proposals.

Vendor - The person or firm submitting the proposal and/or the person or firm awarded the contract.

1.03 Contract Administrator

The contract awarded as a result of this Request for Proposals shall be under the control and supervision of Eastside Fire & Rescue Deputy Chief of Support Services, or designee.

1.04 RFP Communications

Upon release of this RFP, all vendor communications concerning this request should be directed in writing to the contact listed below.

Name: Greg Tryon, Deputy Chief
Mailing Address: 175 Newport Way NW, Issaquah, WA 98027
Phone: 425-313-3203
E-mail: gtryon@esf-r.org

1.06 Preliminary Schedule

These dates are estimated and are subject to change by Eastside Fire & Rescue.

EVENT	DATE
Release RFP to Vendors	March 17, 2020
Vendor Questions (if any) due	March 25, 2020
Proposal Responses Due	March 31, 2020
Proposal Evaluation Complete	April 3, 2020
Contract Award Date	April 6, 2020

1.07 Response Format

Proposals should be prepared simply, providing a straightforward, concise delineation of the approach and capabilities necessary to satisfy the requirements of the RFP. Technical literature and elaborate promotional materials, if any, must be submitted separately. Emphasis in the proposals should be on completeness, clarity of content and adherence to the presentation structure required by this RFP.

1.08 Completeness of Proposal

The vendor must attach the Proposal Form (Form 1) signed by a vendor representative authorized to bind the proposing firm contractually. This statement must identify any exceptions that the vendor takes to Eastside Fire & Rescue's RFP or declare that there are no exceptions taken to the RFP. A total bid amount must be included in the designated area at the bottom of the form.

The vendor must attach the Client References Form (Form 2). Additional information may be provided at the discretion of the vendor.

1.09 Proposal Response Date and Location

Proposals must be submitted to Eastside Fire & Rescue no later than 2:00 pm March 31, 2020. All proposals must be sealed in an envelope and clearly marked "Proposal for Landscape Maintenance Services" (address is listed below). All proposals and accompanying documentation will become the property of Eastside Fire & Rescue and will not be returned. Vendors accept all risks of late delivery of mailed proposal regardless of fault.

RFP Delivery Address: Eastside Fire & Rescue
 175 Newport Way NW
 Issaquah, WA 98027

1.10 Vendor's Cost to Develop Proposals

Costs for developing the proposal in response to the RFP are entirely the obligation of the vendor and shall not be chargeable in any manner to Eastside Fire & Rescue.

Section 2: Terms and Conditions

2.01 Questions Regarding the RFP

Oral interpretations of the RFP specifications are not binding on Eastside Fire & Rescue. Requests for interpretation/clarification of the RFP specification must be made in writing and submitted no later than March 25, 2020

2.02 RFP Amendments

Eastside Fire & Rescue reserves the right to request that any respondent clarify their proposal or to supply any additional material deemed necessary to assist in the evaluation of the proposal.

Eastside Fire & Rescue reserves the right to issue multiple awards based on the specialty of the supplier and to ensure adequate and timely services.

Eastside Fire & Rescue reserves the right to change the RFP schedule or issue amendments to the RFP at any time. Eastside Fire & Rescue also reserves the right to cancel or re-issue the RFP. All such addenda will become part of the RFP. It is the vendor's responsibility to check Eastside Fire & Rescue's web site for the issuance of any amendments prior to submitting a bid.

2.03 Withdrawal of Proposal

Proposals may be withdrawn at any time prior to the submission time specified in Section 1.09, provided notification is received in writing. Proposals cannot be changed or withdrawn after the time designated for receipt.

2.04 Rejection of Proposals

Eastside Fire & Rescue reserves the right to reject any or all proposals, to waive any minor informalities or irregularities contained in any proposal, and to accept any proposal deemed to be in the best interest of Eastside Fire & Rescue.

2.05 Proposal Modification and Clarifications

Modification of a proposal already received will be considered only if the request is received prior to the submittal deadline. All modifications must be made in writing, executed and submitted in the same form and manner as the original proposal.

2.06 Proposal Validity Period

Submission of a proposal will signify the vendor's agreement that its proposal and the contents thereof are valid for 180 days following the submission deadline unless otherwise agreed to in writing by both parties. The proposal will become part of the contract that is negotiated between Eastside Fire & Rescue and the successful vendor.

2.07 Proposal Signatures

1. An authorized representative must sign the proposal, with the vendor's address and telephone information provided. Unsigned proposals will not be considered.
2. If the proposal is made by an individual, the name, mailing address and signature of the individual must be shown.
3. If the proposal is made by a firm or partnership, the name and mailing address of the firm or partnership and the signature of at least one of the general partners must be shown.
4. If the proposal is made by a corporation, the name and mailing address of the corporation and

the signature and title of the person who signs on behalf of the corporation must be shown.

5. Eastside Fire & Rescue reserves the right to request documentation showing the authority of the individual signing the proposal to execute contracts on behalf of anyone, or any corporation, other than himself/herself. Refusal to provide such information upon request may cause the proposal to be rejected as non-responsive.

2.08 Prevailing Wage

The vendor is required to pay, at a minimum, the applicable prevailing wage rates to those employees performing services under the contract. The applicable wage rates are set forth in the State of Washington Department of Labor and Industries Prevailing Wage Rate Schedule, RCW 39.12.020.

The prevailing wage schedule in effect for the work under the contract will be the one in effect upon the date of execution of the contract and will continue in effect for the first contract year. Wages paid to the employees of the selected vendor must be altered annually to recognize and follow the most recently promulgated increases or decreases in prevailing wages each year after the first year of the contract period.

It is the responsibility of the vendor to ensure the appropriate labor classification(s) are identified and that the applicable wage and benefit rates are taken into consideration when preparing their proposal according to these specifications.

The selected vendor must submit to the Department of Labor and Industries, a “Statement of Intent to Pay Prevailing Wages”. A copy of the certified Intent Statement must be submitted to Eastside Fire & Rescue prior to payment of the first invoice. The vendor will pay promptly, when due, all wages accruing to its employees.

All invoice or payment applications are required to bear the following signed statement: “I certify that wages paid under this contract are equal to or greater than the applicable wage rates set forth in the Washington State Prevailing Wage Rates for Public Works Contracts issued by the State of Washington Department of Labor and Industries.”

The selected vendor must submit to the Department of Labor and Industries an “Affidavit of Wages Paid” and a copy of an approved Affidavit must be submitted at the end of the contract to Eastside Fire & Rescue before the last payment or any retained funds will be released.

The cost of filing a Statement of Intent to Pay Prevailing Wages and Affidavit of Wages Paid with the Department of Labor and Industries shall be at no additional cost to Eastside Fire & Rescue.

The Director of the Department of Labor and Industries shall arbitrate all disputes of the prevailing wage rate, RCW 39.12.060 and WAC 296-127-060.

2.09 Washington Worker’s Compensation

The vendor’s employees shall be fully covered under Washington State Worker’s Compensation and Unemployment Insurance at all times during the term of this contract. The vendor’s employees or agents shall in no way be considered employees of Eastside Fire & Rescue at any time during this contract.

2.10 Public Records

Under Washington state law, the documents (including but not limited to written, printed, graphic, electronic, photographic or voice mail materials and/or transcriptions, recordings or reproductions thereof) submitted in response to this request for proposals (the “documents”) become a public record

upon submission to Eastside Fire & Rescue, subject to mandatory disclosure upon request by any person, unless the documents are exempted from public disclosure by a specific provision of law.

2.11 Equal Opportunity

Eastside Fire & Rescue is committed to ensuring that all firms have an equal opportunity to participate in Eastside Fire & Rescue contracts.

2.12 Non-Discrimination

During the performance of this contract, the vendor shall not discriminate on the basis of race, color, sex, religion, national origin, creed, marital status, age or the presence of any sensory, mental or physical handicaps in employment, application for employment, or in the administration or delivery of services or any other benefits under the contract except to the extent permitted by bona fide occupation qualifications.

2.13 Non-Endorsement

As a result of the selection of a vendor to supply products and/or services to Eastside Fire & Rescue, the vendor agrees to make no reference to Eastside Fire & Rescue in any literature, promotional material, brochures, sales presentation or the like without the express written consent of Eastside Fire & Rescue.

2.14 Insurance Requirements

Eastside Fire & Rescue will require the selected vendors to comply with the insurance requirements as listed in Attachment "B". Questions regarding insurance requirements may be discussed with Eastside Fire & Rescue.

2.15 Asbestos or Hazardous Materials Abatement Work

If Asbestos abatement or hazardous materials work is performed, the vendor shall review coverage with the Contract Administrator and provide range and limits of coverage that are appropriate for the scope of work. No asbestos abatement work will be performed until coverage is approved by the Contract Administrator.

2.16 Other Compliance Requirements

In addition to the nondiscrimination and affirmative action compliance requirements previously listed, the vendor awarded a contract shall comply with federal, state and local laws, statutes, and ordinances relative to the execution of the work. These requirements include, but are not limited to, protection of public and employee safety and health; environmental protection by waste reduction and recycling; the protection of natural resources; permits; fees; licenses; taxes; and similar subjects.

2.17 Ownership of Documents

Any reports, studies, conclusions and summaries prepared by the vendor shall become the property of Eastside Fire & Rescue.

2.18 Confidentiality of Information

All information and data furnished to the vendor by Eastside Fire & Rescue, and all other documents to which the vendor's employees have access during the term of the contract, shall be treated as confidential to Eastside Fire & Rescue. Any oral or written disclosure to unauthorized individuals is prohibited.

2.19 Hold Harmless

The vendor shall hold harmless, defend, and indemnify Eastside Fire & Rescue and Eastside Fire & Rescue's officers, agents, and employees against any liability that may be imposed upon them by reason of the vendor's failure to provide worker's compensation coverage or liability coverage.

Section 3: Requested Services

3.01 Duration of Contract

Eastside Fire & Rescue anticipates the service period to be from April 1, 2020 through December 31, 2020. The contract may be renewed for up to three (3) additional one-year terms if both parties agree in writing. If both parties cannot agree to terms or conditions, the contract will be re-bid. By submitting a proposal, the vendor agrees that at renewal dates, cost of service will not be adjusted beyond the Seattle Consumer Price Index-Urban (CPI-U) rate for the preceding year. This provision does not guarantee renewal to the vendor, nor does it prevent the vendor from agreeing to renew at a lower adjustment.

3.02 Vendor Information

The forms referenced below must be submitted with the vendor proposal. Please mark those areas that do not apply to your proposal with an N/A. Do not leave any space blank.

3.03 Performance Expectations

If the vendor has had a contract terminated for default during the past five (5) years, all such incidents must be disclosed. "Termination for default" is defined as notice to stop performance due to the vendor's non-performance or poor performance, and the issue was either (a) not litigated; or (b) litigated and such litigation determined the vendor to be in default.

Submit full details of all terminations for default or terminations for convenience, non-performance, non-allocation of funds or any other reason which termination occurred before the completion of the contract experienced by the vendor during the past five (5) years, including the other party's name, address and telephone number. Present the vendor's position on the matter. Eastside Fire & Rescue will evaluate the facts and may, at its sole discretion, reject the vendor's proposal if the facts discovered indicate that completion of a contract resulting from this RFP may be jeopardized by selection of the vendor.

If the vendor has experienced no such termination for default in the past five (5) years, so declare.

3.04 Scope of Services

A. Responsibilities

1. The vendor shall furnish all labor, tools, specialized equipment, material, supplies, supervision and transportation to perform landscape maintenance services as specifically outlined in this section.
2. The Contract Administrator or appointed representative shall inspect work performed by the vendor on a regular basis. In the event of work performance deficiencies, the Contract Administrator shall notify the vendor. Notification may be verbal or written. Eastside Fire & Rescue may choose to:
 - a. Require the vendor to rectify the deficiency within 24 hours and/or,
 - b. Collect liquidated damages as specified in the Contract.
3. The vendor shall establish a weekly work schedule. The maintenance shall be scheduled on day(s) and time(s) as mutually agreed upon by Eastside Fire & Rescue and the vendor. To the extent possible, work shall be performed on the same day each week. In no case shall work be performed more than forty-eight (48) hours after the regularly scheduled day without notification and consent of the Contract Administrator. Equipment intensive work such as mowing, edging, and

Request for Proposals
Landscape Services for Eastside Fire & Rescue

blowing done at the stations shall not commence before 7:00 am on weekdays and 9:00 am on weekends and it is advisable that this work normally be completed before 3:30 pm.

4. Work not included in this contract consists of, but is not limited to plant replacement, thatching, aerating, structural repairs; all items referenced "Not in Contract" or "NIC" on "Attachment A".
5. The vendor or his/her employees shall not remove or consume any property belonging to Eastside Fire & Rescue or its employees. This includes any articles that may be deposited for disposal in trash receptacles.
6. Equipment and supplies belonging to Eastside Fire & Rescue shall not be transferred from one job site to another by the vendor without permission of the Contract Administrator.
7. The vendor and his/her employees may not use Eastside Fire & Rescue property, including telephones, for personal use unless given permission by an authorized Eastside Fire & Rescue representative.
8. Smoking shall not be permitted on any Eastside Fire & Rescue property.
9. The vendor shall report any damage or potential hazard involving facility property immediately to the Contract Administrator during normal business hours, 8:00 am – 4:00 pm.
10. Incidents, altercations or accidents involving station visitors, vendor's employees or Eastside Fire & Rescue employees shall be reported to the Contract Administrator in a timely manner. The Contract Administrator, at his/her discretion, may require a written report from the vendor describing the incident or accident.
11. The vendor shall replace, at the vendor's own expense, any lawn, groundcover, trees, shrubs, or other plant materials requiring replacement through negligence resulting from the vendor's failure to provide maintenance in accordance with the provisions herein. Plant materials supplied by the vendor shall be of first quality condition and shall be guaranteed by the vendor for one year.

C. Equipment and Supplies

1. The vendor shall furnish all tools, material, supplies and equipment to perform Landscape Maintenance Services.

D. Waste/Materials Disposal

1. The vendor shall select his/her own sites for disposal of debris and unsuitable materials collected under the conditions of the contract. In no case shall debris and unsuitable materials be disposed upon Eastside Fire & Rescue property or any property contiguous thereto.
2. The vendor is solely responsible for any and all damages, fines or penalties for improper disposal of waste material, and for any other actions which he/she performs. The vendor holds Eastside Fire & Rescue faultless and free from liability for any and all damages and costs incurred as a result of the vendor's actions.

3. It shall be the responsibility of the vendor to pay all fees and costs incurred in the disposal of waste material.

D. Maintenance Task I: Lawn Care

1. General Lawn Care

- a. Mowing shall be done during the growing season, from April through November. Mowing from December 1 to March 31 shall be at the discretion of Eastside Fire & Rescue.
- b. The vendor shall maintain all lawns at the stations covered by this agreement in a healthy, neat, trim, and growing condition.
- c. Lawn areas will be cut to approximately 2 inches in length, slightly longer during the summer months to remain healthy during stressful times.
- d. All lawn areas will be fertilized a minimum of 5 times per year, including treatment for crane fly, moss and weed control as needed.
- e. The vendor shall remove and dispose of all paper, rubbish or debris from a mow area prior to mowing.
- f. Collection of grass clippings is required only to prevent grass clumps from being left on the lawn. A mulching mower may be used when an acceptable appearance is obtained (no clumps or excessive grass left behind). Due to safety concerns, the use of side-discharge, non-collecting type mowers are prohibited in the areas of adjoining pedestrian or vehicle access.
- g. Hard surfaces shall be cleaned free of grass and debris.
- h. The vendor is to supply a monthly mow schedule. All mowing must be started and finished on the same day.
- i. Any property damage resulting from the use of mowing equipment shall be the responsibility of the vendor.

2. Line Trimming

- a. Lawn around posts, fences, trees, shrubs, and other obstacles shall be trimmed. Care shall be taken not to damage structures or trees with equipment.
- b. Lawn around vaults, HVAC equipment, valve boxes, and irrigation heads shall be trimmed as necessary to ensure proper access and operation.
- c. Hard surfaces shall be cleaned free of grass and debris.
- d. Any property damage resulting from the use of trimming equipment shall be the responsibility of the vendor.

3. Edging

- a. Lawn edges shall be edged at sidewalks, curbs, walls, fences, foundations, pathways, shrub beds, tree trunks, poles, and formal edges.

- b. Edging shall be done by powered edging equipment, unless otherwise approved by the Contract Administrator.
- c. Caution shall be used to prevent chipping of concrete structures by edging equipment.
- d. Hard surfaces shall be cleaned free of grass and debris.
- e. Any property damage resulting from the use of edging equipment shall be the responsibility of the vendor.

E. Maintenance Task II: Plant Materials and Bed Areas

1. Pruning

- a. The vendor shall maintain all trees, shrubs, and groundcover of the stations in a healthy, growing condition.
- b. All plants and shrubs will be trimmed to avoid contact with buildings, equipment, and structures.
- c. Shrubs shall be trimmed to maintain desired shape and function as needed to provide a neat, trim appearance. Pruning to maintain the natural growth habit of the plant species is recommended. Shearing, as a method of pruning, shall be used only with the approval of the Contract Administrator.
- d. Tree suckers, volunteer seedlings, and other undesirable growths shall be removed from trees, beds, and shrubs as necessary.
- e. Major pruning of deciduous trees and shrubs shall be done during the dormant season. Minor pruning may be done at any time.

2. Weeds, Disease, and Pest Control

- a. Landscaped/planted areas shall be free of leaves, litter, debris, weeds, spent blooms, and diseased, insect infested or dead plants and/or trees.
- b. Landscape bed areas shall be kept in a weed free condition. Landscape beds refers to any bed that is mulched (bark, compost, PGM, wood chips, etc.) Landscaped beds/planting areas will be raked as needed to maintain and clean and neat appearance.
- c. Landscaped beds will be refreshed as necessary and when requested by Eastside Fire & Rescue.
- d. The vendor will remove dead and damaged plants and with approval replace the same with plants of equivalent size, condition, and variety after obtaining verbal approval of Eastside Fire & Rescue.
- e. Plant materials supplied by the vendor to Eastside Fire & Rescue shall be of first quality condition and shall be warranted by the vendor for one year.

F. Maintenance Task III: Hard Surface Maintenance

1. The entrance drive, parking areas, sidewalks, curbs, and other hard surfaces shall be kept free of leaves, litter, and debris. The use of power blowers is acceptable, however, accumulations of debris must be removed from the site and not blown onto adjacent property, street surfaces, fence lines, or planting areas (rough or bedded).
2. Undesired vegetation in sidewalks, curbs, and other hard surfaces shall receive an approved herbicide application and be removed. In no case shall any pre or post emergent herbicides with residual characteristics (i.e. Casoron) be used in these areas.
3. Drains and retention ponds, if present at the site, shall be cleaned and checked during each visit and any garbage or debris should be removed from them to allow for proper drainage. Additional drainage work may be included in a specific site's annual work program.

G. Maintenance Task IV: Natural Area Maintenance

H. Maintenance Task V: Other Services

1. Leaves shall be removed from all vendor-maintained areas. The use of power blowers is acceptable; however, debris accumulations must not be blown onto adjacent street surfaces and/or adjacent property.
2. Windfall branches and debris shall be removed from all vendor-maintained areas for disposal by the vendor. Wind fallen trees are not part of this contract and will be handled at the request of the Contract Administrator.
3. If the station property has an irrigation system winterization shall be guaranteed and shall be winterized in late Fall and restarted in the Spring. The system will be monitored by the landscape service provider throughout the year for proper operation, with defects brought to Eastside Fire & Rescue's attention. All irrigation system repairs will be billed separately.

I. Station Locations and Specific Scope of Services

1. Provide landscape maintenance services, as requested in **Attachment "A-1"** – Maintenance Schedule, for Headquarters, 175 Newport Way NW, Issaquah.
2. Provide landscape maintenance services, as requested in **Attachment "A-2"** – Maintenance Schedule, for Station 72, 1770 NW Maple Street, Issaquah.
3. Provide landscape maintenance services, as requested in **Attachment "A-3"** – Maintenance Schedule, for Station 73, 1280 NE Park Drive, Issaquah.
4. Provide landscape maintenance services, as requested in **Attachment "A-4"** – Maintenance Schedule, for Station 74, 8641 Preston-Fall City Road SE, Issaquah.
5. Provide landscape maintenance services, as requested in **Attachment "A-5"** – Maintenance Schedule, for Station 76, 15132 Tiger Mountain Road SE, Issaquah.
6. Provide landscape maintenance services, as requested in **Attachment "A-6"** – Maintenance Schedule, for Station 78, 20720 SE May Valley Road, Issaquah.

Request for Proposals
Landscape Services for Eastside Fire & Rescue

7. Provide landscape maintenance services, as requested in **Attachment “A-7”** – Maintenance Schedule, for Station 81, 2030 212th Avenue SE, Sammamish.
8. Provide landscape maintenance services, as requested in **Attachment “A-8”** – Maintenance Schedule, for Station 82, 1851 228th Avenue NE, Sammamish.
9. Provide landscape maintenance services, as requested in **Attachment “A-9”** – Maintenance Schedule, for Station 83, 3425 Issaquah Pine Lake Road, Sammamish.
10. Provide landscape maintenance services, as requested in **Attachment “A-10”** – Maintenance Schedule, for Station 85, 3600 Tolt Avenue NE, Carnation.
11. Provide landscape maintenance services, as requested in **Attachment “A-11”** – Maintenance Schedule, for Station 86, 10644 East Lake Joy Road, Carnation.
12. Provide landscape maintenance services, as requested in **Attachment “A-12”** – Maintenance Schedule, for Station 87, 500 Maloney Grove Avenue SE, North Bend.
13. Provide landscape maintenance services, as requested in **Attachment “A-13”** – Maintenance Schedule, for Station 88, 43204 SE 172nd Street, North Bend.

Section 4: Proposal Evaluation

4.01 Evaluation Procedures

Proposals will be evaluated by Eastside Fire & Rescue. Eastside Fire & Rescue will consider the completeness of a vendor's proposal and how well the proposal meets the needs of the agency. A contract will be awarded based upon the following criteria: price quote, equipment inventory, and the vendors demonstrated ability to provide landscape services.

4.02 Contract Award and Execution

Eastside Fire & Rescue reserves the right to make an award without further discussion of the proposal submitted. Therefore, the proposal should be initially submitted on the most favorable terms the vendor can offer.

Eastside Fire & Rescue shall not be bound or in any way obligated until both parties have executed a contract.

The general conditions and specification of the RFP and the successful vendor's response, as amended by contract between Eastside Fire & Rescue and the successful vendor, including e-mail or written correspondence relative to the RFP, will become part of the contract documents. Additionally, Eastside Fire & Rescue will verify vendor representations that appear in the proposal. Failure of a vendor to perform services as represented may result in elimination of the vendor from further competition or in contract cancellation or termination.

The vendor selected as the apparently successful vendor will be expected to enter into a contract with Eastside Fire & Rescue. A sample of Eastside Fire & Rescue contract is provided in Attachment "C". Please review the sample contract prior to submitting a proposal. These documents are for information purposes only and are not part of the submittal requirements.

The foregoing should not be interpreted to prohibit either party from proposing additional contract terms and conditions during negotiations of the final contract.

If the selected vendor fails to sign the contract within five (5) business days of delivery of the final contract, Eastside Fire & Rescue may elect to cancel the award and award the contract to the next-highest ranked vendor.

All parties may incur no cost chargeable to the proposed contract before the date of execution of the contract.

**Request for Proposals
Landscape Services for Eastside Fire & Rescue**

**Form #1
Proposal Form**

To: Eastside Fire & Rescue

From: Vendor Name _____

Vendor Address _____

City, State, Zip Code _____

Telephone Number _____

E-mail Address _____

1. Response:

The undersigned hereby certifies that he/she has read the requirements and specifications for providing landscape services in accordance with Eastside Fire & Rescue's Request for Proposal; thoroughly understands the same; and proposes to meet or exceed the specifications.

2. Exceptions

Except as noted below, the undersigned hereby agrees to comply with all the terms and conditions put forth in Eastside Fire & Rescue's Request for Proposal.

No Exceptions

3. Bid Amount

Please provide a breakdown for landscape services at each station, providing a total at the bottom.

Headquarters \$ _____

Station 72 \$ _____

Station 73 \$ _____

Station 76 \$ _____

Station 78 \$ _____

Station 81 \$ _____

Station 82 \$ _____

Station 83 \$ _____

Station 85 \$ _____

**Request for Proposals
Landscape Services for Eastside Fire & Rescue**

Station 86 \$ _____

Station 88 \$ _____

SUBTOTAL \$ _____

SALES TAX @ ____% \$ _____

TOTAL PRICE \$ _____

Signed: _____ **Dated:** _____

Title: _____

BID DUE DATE/TIME: Tuesday, March 31, 2020 at 2:00 pm

Form #2
Client Reference

Reference #1

Reference Name	
Contact Name	
Title	
Phone Number	
Scope of Services Provided	

Reference #2

Reference Name	
Contact Name	
Title	
Phone Number	
Scope of Services Provided	

Reference #3

Reference Name	
Contact Name	
Title	
Phone Number	
Scope of Services Provided	

Reference #4

Reference Name	
Contact Name	
Title	
Phone Number	
Scope of Services Provided	

Attachment "A-1"
Maintenance Schedule - Headquarters

Headquarters, 175 Newport Way NW, Issaquah		
Maintenance Task	Specification Notes	Estimated Total Frequency
Maintenance Task I: Lawn Care		
Mowing Irrigated Areas	N/A	NIC
Mowing Non-Irrigated Areas	Once per week April thru June; Twice a month July to November	23
Line Trimming	Once per week April thru June; Twice a month July to November	23
Edging	Twice per month April thru November	16
Maintenance Task II: Plant Materials, Bed Areas, and Tree Wells		
Weeding	Once per month April thru November	8
Groundcover Trimming	April, June, August, October	4
Pruning Shrubs	As Needed	As Needed
Pruning Trees	N/A	NIC
Tree Sucker Removal	As Needed	As Needed
Tree Grate Maintenance	N/A	NIC
Maintenance Task III: Hard Surfaces		
Sweeping	N/A	NIC
Weed Removal & Moss	As Needed	As Needed
Maintenance Task IV: Natural Area Maintenance		
Invasive Control	April, June, September	3
Maintenance Task V: Other Services		
Leaf Removal	Once a week in October and November	8
Litter Removal	As Needed	As Needed
Brush Control	N/A	NIC
Windfall Debris Removal	As Needed	As Needed
Manual Watering	N/A	NIC

**Attachment "A-2"
Maintenance Schedule – Station 72**

Station 72, 1770 NW Maple Street, Issaquah		
Maintenance Task	Specification Notes	Estimated Total Frequency
Maintenance Task I: Lawn Care		
Mowing Irrigated Areas	N/A	NIC
Mowing Non-Irrigated Areas	N/A	NIC
Line Trimming	N/A	NIC
Edging	N/A	NIC
Maintenance Task II: Plant Materials, Bed Areas, and Tree Wells		
Weeding	Once a month April thru November	8
Groundcover Trimming	As Needed	As Needed
Pruning Shrubs & Trees	As Needed	As Needed
Tree Sucker Removal	As Needed	As Needed
Maintenance Task III: Hard Surfaces		
Sweeping	N/A	NIC
Weed Removal	N/A	NIC
Maintenance Task IV: Natural Area Maintenance		
Invasive Control	April, June, September	3
Maintenance Task V: Other Services		
Leaf Removal	October and November	8
Litter Removal	As Needed	As Needed
Brush Control	N/A	NIC
Windfall Debris Removal	As Needed	As Needed

**Attachment "A-3"
Maintenance Schedule – Station 73**

Station 73, 1280 NE Park Drive, Issaquah		
Maintenance Task	Specification Notes	Estimated Total Frequency
Maintenance Task I: Lawn Care		
Mowing Irrigated Areas	N/A	NIC
Mowing Non-Irrigated Areas	N/A	NIC
Line Trimming	N/A	NIC
Edging	N/A	NIC
Maintenance Task II: Plant Materials, Bed Areas, and Tree Wells		
Weeding	Once a month April thru November	8
Groundcover Trimming	April, June, August, October	4
Pruning Shrubs & Trees	As Needed	As Needed
Tree Sucker Removal	As Needed	As Needed
Maintenance Task III: Hard Surfaces		
Sweeping	N/A	NIC
Weed & Weed Removal	AS Needed	As Needed
Maintenance Task IV: Natural Area Maintenance		
Invasive Control	April, June, September	3
Maintenance Task V: Other Services		
Leaf Removal	October and November	8
Litter Removal	As Needed	As Needed
Brush Control	N/A	NIC
Windfall Debris Removal	As Needed	As Needed

**Attachment “A-4”
Maintenance Schedule – Station 74**

Station 74, 8641 Preston-Fall City Road SE, Issaquah		
Maintenance Task	Specification Notes	Estimated Total Frequency
Maintenance Task I: Lawn Care		
Mowing Irrigated Areas	N/A	NIC
Mowing Non-Irrigated Areas	Twice per month April to November	16
Line Trimming	Twice per month April to November	16
Edging	Twice per month April to November	16
Maintenance Task II: Plant Materials, Bed Areas, and Tree Wells		
Weeding	Once a month April thru November	8
Groundcover Trimming	N/A	NIC
Pruning Shrubs	N/A	NIC
Tree Sucker Removal	As Needed	As Needed
Maintenance Task III: Hard Surfaces		
Sweeping	N/A	NIC
Weed Removal	N/A	NIC
Maintenance Task IV: Natural Area Maintenance		
Invasive Control	As Needed	As Needed
Maintenance Task V: Other Services		
Leaf Removal	Once a week in October and November	8
Litter Removal	As needed	As needed
Brush Control	N/A	NIC
Windfall Debris Removal	As Needed	As Needed

**Attachment "A-5"
Maintenance Schedule – Station 76**

Station 76, 15132 Tiger Mountain Rd SE, Issaquah		
Maintenance Task	Specification Notes	Estimated Total Frequency
Maintenance Task I: Lawn Care		
Mowing Irrigated Areas	N/A	NIC
Mowing Non-Irrigated Areas	N/A	NIC
Line Trimming	N/A	NIC
Edging	N/A	NIC
Maintenance Task II: Plant Materials, Bed Areas, and Tree Wells		
Weeding	Once a month April thru November	8
Groundcover Trimming	N/A	NIC
Pruning Shrubs	As Needed	As Needed
Tree Sucker Removal	As Needed	As Needed
Maintenance Task III: Hard Surfaces		
Sweeping	N/A	NIC
Weed & Moss Removal	As Needed	As Needed
Maintenance Task IV: Natural Area Maintenance		
Invasive Control	As Needed	As Needed
Maintenance Task V: Other Services		
Leaf Removal	Twice a month in October and November	4
Litter Removal	As Needed	As Needed
Brush Control	N/A	NIC
Windfall Debris Removal	As Needed	As Needed

**Attachment "A-6"
Maintenance Schedule – Station 78**

Station 78, 20720 SE May Valley Road, Issaquah		
Maintenance Task	Specification Notes	Estimated Total Frequency
Maintenance Task I: Lawn Care		
Mowing Irrigated Areas	Once per week April thru June; Twice a month July to November	23
Mowing Non-Irrigated Areas	Once per week April thru June; Twice a month July to November	23
Line Trimming	Once per week April thru June; Twice a month July to November	23
Edging	Twice a month April thru November	16
Maintenance Task II: Plant Materials, Bed Areas, and Tree Wells		
Weeding	Once per month April thru November	8
Groundcover Trimming	As Needed	As Needed
Pruning Shrubs	As Needed	As Needed
Pruning Trees	As Needed	As Needed
Tree Sucker Removal	As Needed	As Needed
Tree Grate Maintenance	N/A	NIC
Maintenance Task III: Hard Surfaces		
Sweeping	N/A	NIC
Weed & Moss Removal	As Needed	As Needed
Maintenance Task IV: Natural Area Maintenance		
Invasive Control	April, June, September	3
Maintenance Task V: Other Services		
Leaf Removal	October and November	8
Litter Removal	As Needed	As Needed
Brush Control	As Needed	As Needed
Windfall Debris Removal	As needed	As Needed
Manual Watering	N/A	NIC

Attachment "A-7"
Maintenance Schedule – Station 81

Station 81, 2030 212th Avenue SE, Sammamish		
Maintenance Task	Specification Notes	Estimated Total Frequency
Maintenance Task I: Lawn Care		
Mowing Irrigated Areas	N/A	NIC
Mowing Non-Irrigated Areas	N/A	NIC
Line Trimming	N/A	NIC
Edging	N/A	NIC
Maintenance Task II: Plant Materials, Bed Areas, and Tree Wells		
Weeding	Once per month April thru November	8
Groundcover Trimming	April, June, August, October	4
Pruning Shrubs	As Needed	As Needed
Pruning Trees	N/A	NIC
Tree Sucker Removal	As Needed	As Needed
Tree Grate Maintenance	N/A	NIC
Maintenance Task III: Hard Surfaces		
Sweeping	N/A	NIC
Weed Removal	N/A	NIC
Maintenance Task IV: Natural Area Maintenance		
Invasive Control	April, June, September	3
Maintenance Task V: Other Services		
Leaf Removal	October and November	8
Litter Removal	As Needed	As Needed
Brush Control	As Needed	As Needed
Windfall Debris Removal	As Needed	As Needed
Manual Watering	N/A	NIC

**Attachment “A-8”
Maintenance Schedule – Station 82**

Station 82, 1851 228th Avenue NE, Sammamish		
Maintenance Task	Specification Notes	Estimated Total Frequency
Maintenance Task I: Lawn Care		
Mowing Irrigated Areas	N/A	NIC
Mowing Non-Irrigated Areas	Once per week April thru June; Twice a month July to November	23
Line Trimming	Once per week April thru June; Twice a month July to November	23
Edging	Twice a month April to November	16
Maintenance Task II: Plant Materials, Bed Areas, and Tree Wells		
Weeding	Once per month April thru November	8
Groundcover Trimming	April, June, August, October	4
Pruning Shrubs	As Needed	As Needed
Pruning Trees	As Needed	As Needed
Tree Sucker Removal	As Needed	As Needed
Tree Grate Maintenance	NIC	NIC
Maintenance Task III: Hard Surfaces		
Sweeping	N/A	NIC
Weed & Moss Removal	As Needed	As Needed
Maintenance Task IV: Natural Area Maintenance		
Invasive Control	April, June, September	3
Maintenance Task V: Other Services		
Leaf Removal	Once per week in October and November	8
Litter Removal	As Needed	As Needed
Brush Control	As Needed	As Needed
Windfall Debris Removal	As Needed	As Needed
Manual Watering	N/A	NIC

**Attachment "A-9"
Maintenance Schedule – Station 83**

Station 83, 3425 Issaquah Pine Lake Road, Sammamish		
Maintenance Task	Specification Notes	Estimated Total Frequency
Maintenance Task I: Lawn Care		
Mowing Irrigated Areas	N/A	NIC
Mowing Non-Irrigated Areas	N/A	NIC
Line Trimming	Twice per month April to November (Retention pond area only)	16
Edging	N/A	NIC
Maintenance Task II: Plant Materials, Bed Areas, and Tree Wells		
Weeding	Once per month April thru November	8
Groundcover Trimming	April, June, August, October	4
Pruning Shrubs	As Needed	As Needed
Pruning Trees	As Needed	As Needed
Tree Sucker Removal	As Needed	As Needed
Tree Grate Maintenance	N/A	NIC
Maintenance Task III: Hard Surfaces		
Sweeping	N/A	NIC
Weed & Moss Removal	As Needed	As Needed
Maintenance Task IV: Natural Area Maintenance		
Invasive Control	April, June, September	3
Maintenance Task V: Other Services		
Leaf Removal	October to November	8
Litter Removal	As Needed	As Needed
Brush Control	As Needed	As Needed
Windfall Debris Removal	As Needed	As Needed
Manual Watering	N/A	NIC

**Attachment “A-10”
Maintenance Schedule – Station 85**

Station 85, 3600 Tolt Avenue NE, Carnation		
Maintenance Task	Specification Notes	Estimated Total Frequency
Maintenance Task I: Lawn Care		
Mowing Irrigated Areas	Once per week April thru June; Twice a month July to November	23
Mowing Non-Irrigated Areas	Once per week April thru June; Twice a month July to November (includes the areas behind station, retention pond on side of station)	23
Line Trimming	Once per week April thru June; Twice a month July to November	23
Edging	Twice a month April to November	16
Maintenance Task II: Plant Materials, Bed Areas, and Tree Wells		
Weeding	Once a month April thru November	8
Groundcover Trimming	April, June, October	3
Pruning Shrubs	As Needed	As Needed
Pruning Trees	As Needed	As Needed
Tree Sucker Removal	As Needed	As Needed
Tree Grate Maintenance	N/A	NIC
Maintenance Task III: Hard Surfaces		
Sweeping	N/A	NIC
Weed & Moss Removal	As Needed	As Needed
Maintenance Task IV: Natural Area Maintenance		
Invasive Control	As Needed	As Needed
Maintenance Task V: Other Services		
Leaf Removal	October and November	8
Litter Removal	As Needed	As Needed
Brush Control	As Needed	As Needed
Windfall Debris Removal	As Needed	As Needed
Manual Watering	N/A	NIC

Attachment "A-11"
Maintenance Schedule – Station 86

Station 86, 10644 East Lake Joy Road, Carnation		
Maintenance Task	Specification Notes	Estimated Total Frequency
Maintenance Task I: Lawn Care		
Mowing Irrigated Areas	N/A	NIC
Mowing Non-Irrigated Areas	N/A	NIC
Line Trimming	N/A	NIC
Edging	N/A	NIC
Maintenance Task II: Plant Materials, Bed Areas, and Tree Wells		
Weeding	Once a month April thru November	8
Groundcover Trimming	N/A	NIC
Pruning Shrubs	As Needed	As Needed
Pruning Trees	N/A	N/A
Tree Sucker Removal	As Needed	As Needed
Tree Grate Maintenance	N/A	NIC
Maintenance Task III: Hard Surfaces		
Sweeping	N/A	NIC
Weed & Moss Removal	As Needed	As Needed
Maintenance Task IV: Natural Area Maintenance		
Invasive Control	April, June, September	3
Maintenance Task V: Other Services		
Leaf Removal	October and November	4
Litter Removal	As needed	As needed
Brush Control	As Needed	As Needed
Windfall Debris Removal	As Needed	As Needed
Manual Watering	N/A	NIC

**Attachment “A-12”
Maintenance Schedule – Station 87**

Station 87, 500 Maloney Grove Avenue SE, North Bend		
Maintenance Task	Specification Notes	Estimated Total Frequency
Maintenance Task I: Lawn Care		
Mowing Irrigated Areas	Once per week April thru June; Twice a month July to November	23
Mowing Non-Irrigated Areas	Once per week April thru June; Twice a month July to November	23
Line Trimming	Once per week April thru June; Twice a month July to November	23
Edging	Twice a month April to November	16
Maintenance Task II: Plant Materials, Bed Areas, and Tree Wells		
Weeding	Once a month April thru November	8
Groundcover Trimming	April, June, October	3
Pruning Shrubs	As Needed	As Needed
Pruning Trees	As Needed	As Needed
Tree Sucker Removal	As Needed	As Needed
Maintenance Task III: Hard Surfaces		
Sweeping	N/A	NIC
Weed & Moss Removal	As Needed	As Needed
Maintenance Task IV: Natural Area Maintenance		
Invasive Control	April, June, September	3
Maintenance Task V: Other Services		
Leaf Removal	October and November	8
Litter Removal	N/A	NIC
Brush Control	As Needed	As Needed
Windfall Debris Removal	As Needed	As Needed
Manual Watering	N/A	NIC

**Attachment “A-13”
 Maintenance Schedule –Station 88**

Station 88, 43204 SE 172nd Street, North Bend		
Maintenance Task	Specification Notes	Estimated Total Frequency
Maintenance Task I: Lawn Care		
Mowing Irrigated Areas	N/A	NIC
Mowing Non-Irrigated Areas	N/A	NIC
Line Trimming	N/A	NIC
Edging	N/A	NIC
Maintenance Task II: Plant Materials, Bed Areas, and Tree Wells		
Weeding	Once a month April thru November	8
Groundcover Trimming	N/A	NIC
Pruning Shrubs	As Needed	As Needed
Pruning Trees	N/A	N/A
Tree Sucker Removal	As Needed	As Needed
Tree Grate Maintenance	N/A	NIC
Maintenance Task III: Hard Surfaces		
Sweeping	N/A	NIC
Weed & Moss Removal	As Needed	As Needed
Maintenance Task IV: Natural Area Maintenance		
Invasive Control	April, June, September	3
Maintenance Task V: Other Services		
Leaf Removal	Twice a month in October and November	4
Litter Removal	As Needed	As Needed
Brush Control	As Needed	As Needed
Windfall Debris Removal	As Needed	As Needed
Manual Watering	N/A	NIC

**Attachment “B”
Insurance Requirements**

Insurance against claims for injuries to persons or damage to property arising out of or in connection with the performance of this Agreement by Contractor, its officers, employees and agents:

Minimum Insurance

- A. Automobile Liability Insurance with limits no less than \$1,000,000.00 combined single limit per accident for bodily injury and property damage.
- B. Commercial General Liability Insurance written on an occurrence basis with limits no less than \$1,000,000.00 combined single limit per occurrence and \$2,000,000.00 aggregate for personal injury, bodily injury and property damage. Coverage shall include, but not be limited to blanket contractual; products/completed operations; broad form property damage; explosion, collapse and underground (XCU) if applicable; and employer’s liability.
- C. Stop Gap/Employers Liability coverage with limits not less than \$1,000,000 per accident disease.
- D. Workers’ Compensation coverage as required by the Industrial Insurance Laws of the State of Washington.

Verification of Coverage

Before commencing work and services, Contractor shall provide to EF&R the Certificate of Insurance evidencing the required insurance. EF&R reserves the right to request and receive a certified copy of all required insurance policies.

Self-Insured Retentions

Any payment of deductible or self-insured retention shall be the sole responsibility of Contractor. EF&R and its members shall be named as additional insureds on the Commercial General Liability Insurance Policy, with regard to work and services performed by or on behalf of Contractor, and a copy of the endorsement naming EF&R and its members as additional insureds shall be attached to the Certificate of Insurance.

Other Provisions

The insurance policies (1) shall state that coverage shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer’s liability; (2) shall be primary insurance with regard to EF&R and its members; and (3) shall state that EF&R will be given at least 30 days’ prior written notice of any cancellation, suspension or material change in coverage.

Subcontractors

Contractor shall require subcontractors to provide coverage which complies with the requirements stated herein.

Attachment "C"
Sample Contract



175 Newport Way NW
Issaquah, WA 98027
425-392-3433

MAINTENANCE SERVICES CONTRACT

THIS AGREEMENT is entered into on the date below written between EASTSIDE FIRE & RESCUE (a joint operation of King County Fire Protection District No. 10, King County, Washington, King County Fire Protection District No. 38, King County, Washington, the City of Issaquah, Washington, the City of North Bend, Washington, and the City of Sammamish, Washington) ("EF&R"), and _____, ("Contractor").

1. WORK BY CONTRACTOR

The Contractor shall perform the work described in the Scope of Work, which is attached hereto as Attachment "A" and by this reference is incorporated herein.

2. TERM OF CONTRACT

- A. The term of this Contract shall be from _____ to _____.
- B. Prior to the expiration of the term of this Contract or any renewals or extensions thereof EF&R may, in its sole discretion, renew the Contract for _____ additional terms (s) or _____ year (s) upon the same terms and conditions.

3. PAYMENT

- A. EF&R shall pay the Contractor for such services: (Check one)
- Hourly: \$_____ per hour, but not more than a total of _____.
 - Fixed Sum: A total amount of \$_____, to be paid per invoice schedule
 - Other:
- B. The Contractor shall maintain time and expense records, which may be requested by EF&R. The Contractor shall submit invoices to EF&R monthly for payment for work performed to the date of the invoice. All invoices must reference EF&R's purchase order number. Invoices shall be in a format acceptable to EF&R.
- C. EF&R shall pay all invoices from the Contractor by mailing a check within 30 days of receipt of a properly completed invoice.
- D. All records and accounts pertaining to this Contract are to be kept available for inspections by representatives of EF&R for a period of three (3) years after final payment. Copies shall be made available to EF&R upon request.

- E. If during the course of the Contract, the work performed does not meet the requirements set forth in the Contract, the Contractor shall correct or modify the required work to comply with the requirements of this Contract. EF&R shall have the right to withhold payment for such work until it meets the requirements of the Contract.

4. RESPONSIBILITY OF CONTRACTOR

- A. Safety. Contractor shall take all necessary precautions for the safety of employees on the work site and shall comply with all applicable provisions of federal, state and local regulations, ordinances and codes. Contractor shall erect and properly maintain, at all times, as required by the conditions and progress of the work, all necessary safeguards for the protection of workers and the public and shall post danger signs warning against known or unusual hazards.
- B. Warranty. Contractor shall be responsible for correcting any deficiencies and for completing all the work as described in Attachment A. Where deficiencies or failure to appear or perform would cause delay or lack of service to EF&R, EF&R may elect to recover liquidated damages as specified in Attachment A.
- C. Nondiscrimination/Equal Protection. Contractor agrees not to discriminate against any employee or applicant for employment or any other person in the performance of this Contract because of race, creed, color, national origin, marital status, sex, age or handicap, or other circumstances as may be defined by federal, state or local law or ordinance, except for a bona fide occupational qualification. Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by Contractor setting for the provisions of the nondiscrimination clause.
- D. Employment. Any and all employees of the Contractor, while engaged in the performance of any work or services required by the Contractor under this Contract, shall be considered employees of the Contractor only and not of EF&R. Any and all claims that may arise under the Workers Compensation Act on behalf of said employees, while so engage, and all claims made by a third party as consequence of any negligent act or omission on the part of the Contractor's employees, while so engaged in any of the work or services provided or rendered herein, shall not be the obligation of EF&R.

5. COMPLIANCE WITH LAWS

- A. The Contractor shall comply with all federal, state and local laws and regulations applicable to the work done under this Contract.
- B. Any violation of the provisions of this Paragraph 5 shall be considered a violation of a material provision of this Contract and shall be grounds for cancellation, termination or suspension of the Contract by EF&R, in whole or in part, and may result in ineligibility for further work for EF&R.

6. TERMINATION OF CONTRACT

- A. EF&R may terminate this Contract and take possession of the premises and finish the work by whatever methods it may deem expedient, by giving 10 days written notice to the Contractor.
- B. In the event this Contract is terminated by EF&R, Contractor shall not be entitled to receive any further amounts due under this Contract until the work specified in Attachment A is satisfactorily completed, as scheduled, up to the date of termination. At such time, if the unpaid balance of the amount to be paid under this Contract exceeds the expense incurred by EF&R in finishing the work,

and all damages sustained by EF&R, or which may be sustained by reason of such refusal, neglect, failure or discontinuance of employment, such excess shall be paid by EF&R to the Contractor. If EF&R's expense and damages exceed the unpaid balance, Contractor and its surety shall be jointly and severally liable therefore to EF&R and shall pay such difference to EF&R. Such expense and damages shall include all legal costs incurred by EF&R to protect the rights and interest of EF&R under the Contract, provided such legal costs shall be reasonable.

7. OWNERSHIP OF DOCUMENTS

- A. On payment to the Contractor by EF&R of all compensation due under this Contract, all finished or unfinished documents and material prepared by the Contractor with funds paid by EF&R under this Contract shall become the property of EF&R and shall be forwarded to EF&R upon its request.
- B. Any records, reports, information, data or other documents or materials given to or prepared or assembled by the Contractor under this Contract will be kept confidential and shall not be made available to any individual or organization by the Contractor without prior written approval of EF&R or by court order.

8. CLAIMS

Any claim against EF&R for damages, expenses, costs or extras arising out of the performance of this Contract must be made in writing to EF&R within thirty (30) days after the discovery of such damage, expense or loss, and in no event later than the time of approval by EF&R for final payment. Contractor, upon making application for final payment, shall be deemed to have waived its right to claim for any other damages for which application has not been made, unless such claim for final payment includes notice of additional claim and fully describes such claim.

9. GENERAL ADMINISTRATION AND MANAGEMENT

The _____ of EF&R, or designee, shall be EF&R's representative, and shall oversee and approve all work to be performed, coordinate all communications, and review and approve all invoices, under this Contract.

10. HOLD HARMLESS

- A. The Contractor shall protect, defend, indemnify and save harmless EF&R and its members, officers, employees and agents from any and all costs, claims, judgments or awards of damages, arising out of or in any way resulting from the negligent acts or omissions of the Contractor. The Contractor agrees that its obligations under this subparagraph extend to any claim, demand, and/or cause of action brought by, or on behalf of, any of its employees or agents. For this purpose, the Contractor, by mutual negotiation, hereby waives, as respects EF&R only, any immunity that would otherwise be available against such claims under the Industrial Insurance provisions of Title 51 RCW. In the event EF&R incurs any judgment, award, and/or cost arising therefrom including attorney's fees to enforce the provisions of this article, all such fees, expenses and costs shall be recoverable from the Contractor.
- B. EF&R and its members shall protect, defend, indemnify and save harmless the Contractor, its officers, employees and agents from any and all costs, claims, judgments or awards of damages, arising out of or in any way resulting from the negligent acts or omissions of EF&R and its members, officers, employees or agents in performing this Contract. EF&R agrees that its obligations under this subparagraph extend to any claim, demand, and/or cause of action brought by, or on behalf of, any of its employees or agents. For this purpose, EF&R, by mutual negotiation, hereby waives, as

**Request for Proposals
Landscape Services for Eastside Fire & Rescue**

respects the Contractor only, any immunity that would otherwise be available against such claims under the Industrial Insurance provisions of Title 51 RCW. In the event the Contractor incurs any judgment, award, and/or cost arising therefrom including attorney's fees to enforce the provisions of this article, all such fees, expenses and costs shall be recoverable from EF&R.

11. INSURANCE

The Contractor shall maintain insurance as set for in Attachment B.

12. PREVAILING WAGE

The Contractor shall comply with the Prevailing Wage Rate Requirements in Attachment C.

13. SUBLETTING OR ASSIGNING OF CONTRACTS

Neither EF&R nor the Contractor shall assign, transfer, or encumber any rights, duties or interest accruing from this Contract without the express prior written consent of the other.

14. INDEPENDENT CONTRACTOR

The Contractor is, and shall be at all times during the terms of this Contract, an independent contractor and not an employee of EF&R.

15. EXTENT OF CONTRACT/MODIFICATION

This Contract, together with the attachments and/or addenda, represents the entire and integrated Contract between the parties hereto and supersedes all prior negotiations, representations, or agreements, either written or oral. This contract may be amended, modified or added to only by written instrument properly signed by both parties hereto.

IN WITNESS WHEREOF, the parties have executed this Contract as of _____, 2020.

CONTRACTOR

EASTSIDE FIRE & RESCUE

By: _____

By: _____

Printed Name _____

Printed Name: _____

Title: _____

Title: _____

Date Signed: _____

Date Signed: _____

Address: _____

City/State/Zip: _____

Tax ID#: _____

Phone Number: _____