Port of Benton Weed Control, Herbicide, and Sterilant Services for Port Sites by task orders.

Request for Proposals

The Port of Benton is requesting proposals from qualified contractors for Weed Control, herbicide and sterilant Services at designated Port properties in Richland, Prosser, and Paterson. Services will be authorized and performed through individual task orders.

The Port intends to award a single contract for these services for a term of two years.

The selected Contractor shall provide all management, supervision, labor, materials, supplies, and equipment necessary to perform the services at the facilities and properties listed.

The Contractor shall provide the Port with copies of all spray records, including the locations treated, within 48 hours following each application. Spray records shall be submitted to Joe Pisca at jpisca@portofbenton.com. The Contractor shall use the products identified in Attachment B unless an alternative product is approved in advance by the Port's Facility Manager and the approval is documented.

Airport Requirements

Prior to performing any spraying within the fenced areas of the Richland or Prosser Airports, the Contractor shall complete training provided by the Airport Manager. Work within these areas must be coordinated in advance with the Port.

The Port will provide the Contractor with a UNICOM radio programmed to the applicable airport frequency and will provide training on its use.

Contractor vehicles operating within fenced airport areas must be equipped with an amber LED, strobe, or rotating warning beacon providing 360-degree visibility. The warning beacon must be activated at all times while the vehicle is operating within fenced airport areas.

Contractor is required to follow all Product labels and recommendations and all applicable State laws regarding the application of Herbicides and Sterilant. See chemicals on Attachment B.

The Contractor shall complete the required Herbicide/Sterilant Reporting Forms for Crow Butte Park for the Port's annual reporting to the U.S. Army Corps of Engineers. The Port will provide two forms each year: one documenting actual herbicide/sterilant activity for the prior year and one identifying planned activity for the upcoming year. Completed forms are expected to be due by approximately December 15 of each year. The Port will provide the required forms to the Contractor in advance. (Attachment C)

All work shall comply with applicable federal, state, and local laws and regulations, including the prevailing wage requirements applicable to public building service maintenance contracts under Chapter 39.12 RCW, Including RCW Chapter 39.12.020.

Pricing shall be provided on a per acre or per application basis, as applicable and as identified on the Bid Schedule. Respondents shall provide separate pricing for Year One and Year Two for each applicable task order, with the price submitted for each year representing the total applicable rate for that contract year.

Invoices will need to call out the Task Order and property address along with a description of services provided.

The contract term is January 1, 2027, through December 31, 2028.

Contractors must meet the following minimum qualifications at the time of submittal:

- At least three years of successful experience providing commercial services of similar size and complexity.
- At least two contracts in the last five years for public or private clients with facilities similar in type to the Port’s facilities.
- Ability to comply with Washington State business registration and prevailing wage requirements.

The Port may verify qualifications through reference checks and other due diligence.

RFQ responses will need to include the following:

- **Company Profile and Experience**
  - Company name, office location, years in business, and general company information, UBI number, Federal Tax ID, ESD, and W-9.
  - Description of experience providing weed control, herbicide, sterilant, or comparable services.
  - Description of similar contracts, including client name, location, scope of services, and contract term.
  - At least two client references, including current contact information.

- **Price Proposal**
  - Complete and submit Attachment A, Price Proposal/Bid Schedule.
  - Provide pricing for each applicable task order and year.
  - Identify any assumptions or exclusions affecting the proposed price.

Evaluation and Selection

The Port will use the best value selection method. The Port may select the contractor whose proposal is deemed to provide the best overall value to the Port, considering both qualifications and price.

Proposals will be evaluated using the following criteria:

- Experience and past performance on similar contracts – [25%]
- Staffing and supervision plan – [25%]
- Quality control and safety program – [15%]
- Environmental practices – [5%]
- Price – [30%]

The Port may, at its sole discretion, invite the highest-ranked respondents to participate in interviews or provide additional information before making a final determination.

General Terms

- The Port reserves the right to reject any and all proposals, to waive informalities, and to cancel this RFP at any time.
- The Port is not responsible for any costs incurred in the preparation or presentation of proposals.
- The selected Contractor shall be required to execute the Port's standard Service Agreement , and provide required insurance and documentation before starting work
- The contractor is to complete and and include the certification of Compliance with Wage Payment Statutes with the Proposal.

Invoicing

- Each invoice must identify the applicable Task Order, property address/location, and a description of the services performed. Invoices shall be submitted to ap@portofbenton.com.

Respondents must complete and submit the attached Bid Schedule. Pricing shall be provided separately for each task order as indicated on the Bid Schedule.

A mandatory pre-proposal meeting will be held on November 17, 2026, at 8:00 A.M. PST. at the Port of Benton office, 3250 Port of Benton Blvd., Richland, Washington. Attendees shall use the north building entrance. The point of contact for the pre-proposal meeting is Joe Pisca at (509) 578-4639.

Unless otherwise specifically directed in this RFP, all questions and communications regarding this solicitation shall be submitted to procurement@portofbenton.com.

The proposal is to be sent electronically procurement@portofbenton.com or dropped off at 3250 Port of Benton Blvd., Richland WA. (North Entrance)

Issue Request for Proposals	October 28, 2026
Pre-Proposal Meetings (North Entrance of Bldg 3250 POB Blvd.)	November 17th, 2026, at 8:00 AM
Proposals Due	November 30, 2026, by 2:00 PM
Commission Approval	December 16, 2026
Contract Award	December 17, 2026
Contract Start Date	January 1, 2027

Bid Schedule: It is required that bid amounts are entered on the Task Orders sheet provided. Contractors are allowed to submit additional information along with required forms.

Certification of Compliance with Wage Payment Statutes

The bidder hereby certifies that, within the three-year period immediately preceding the bid solicitation date. The bidder is not a "willful" violator, as defined in RCW 49.48.082, of any provision of chapters 49.46, 49.48, or 49.52 RCW, as determined by a final and binding citation and notice of assessment issued by the Department of Labor and Industries or thro ugh a civil judgment entered by a court of limited or general jurisdiction.

I certify under penalty of perjury under the laws of the State of Washington that the foregoing is true and correct.

_____

Bidder's Business Name

_____

Signature of Authorized Official*

_____

Printed Name

_____

Title

_____ _____ _____

Date City State

Check One:

Sole Proprietorship ☐ Partnership ☐ Joint Venture ☐ Corporation ☐

State of Incorporation, or if not a corporation, State where business entity was formed:

_____

If a co-partnership, give firm name under which business is transacted:

_____

* If a corporation, proposal must be executed in the corporate name by the president or vice -president (or any other corporate officer accompanied by evidence of authority to sign). If a co-partnership, proposal must be executed by a partner.

CONTRACT FOR

WEED CONTROL, HERBICIDE, AND STERILANT SERVICES

THIS CONTRACT is entered into this day of _____, by and between the PORT OF BENTON, a municipal corporation of the State of Washington, hereafter referred to as "Port", and _____, a Washington State corporation, hereafter referred to as "Contractor".

WHEREAS, the Port is the owner of the Property located at Richland Airport, Richland Business Park, Richland Innovation Center, Technology and Business Campus, Prosser Wine and Food Park, Walter Clore Wine and Culinary Center, Prosser Airport, Vintners Village, Crow Butte Park, hereafter referred to as "Property".

WHEREAS, the Port wants to provide for Weed Control, Herbicide, and Sterilant Services for the Property as described in **Attachment A (RFP)** during the term of this Agreement

WHEREAS, Contractor is a licensed contractor of the State of Washington and will perform Weed Control, Herbicide, and Sterilant Services at the Property during the term of this Agreement.

NOW THEREFORE, it is hereby agreed as follows:

1. The Scope of Work to provide Weed Control, Herbicide, and Sterilant Services at Property in accordance with the Schedule of Services attached hereto as **Attachment A & B (Task Orders)**. The Contractor has had an opportunity to inspect the Property and has made its proposal for Weed Control, Herbicide, and Sterilant Services based upon its own knowledge, expertise, and inspection.

2. The term of this Agreement period is for the duration of the project, commencing on January 1, 2027, and expiring on December 31, 2029. The Port may terminate this contract, at any time without cause by providing thirty (30) days written notice of termination to the contractor. During the notice period, the Contractor shall continue to provide services as agreed.

3. The Port will pay the Contractor in accordance with the Fee Schedule agreed upon hereto as **Attachment B** plus tax for the Scope of Services set forth on **Attachment A**, for services provided under

SAMPLE

the terms of this Agreement. **Agreement amount Not to Exceed $80,000 per calendar year or $160,000 in total for entire term of the Agreement.**

3.1 The Port may withhold any payment otherwise due the Contractor on account of: 1) defective work not remedied; 2) failure of the Contractor or Subcontractor to file an approved Intent to Pay Prevailing Wage and Affidavit of Wages Paid; 3) unsatisfactory performance of the work by the Contractor.

3.2 The Contractor must comply with the State of Washington Prevailing Wage Act. The Contractor will file all reports and certifications necessary to comply with the Prevailing Wage Act. See Prevailing Wages at:

Prevailing Wage Rates

3.3 Contractor must have current City of Prosser and City of Richland Business Licenses and provide a copy to the Port of Benton if needed.

3.4 Each month the Contractor shall submit invoices for payment listing the task orders and property where work was performed. For any additional services provided at the Port's request, the Contractor shall submit an invoice using task order 10, naming the property and address where work was performed.

3.5 The Port shall make payment to the Contractor within thirty (30) days after the date the Port receives a valid and properly completed invoice.

4. Contractor shall obtain and pay for workmen's compensation and other insurance as may be required by the State and other applicable governing authorities. The Contractor shall provide public liability and property damage insurance with limits and deductibles acceptable to the Port and supply the Port with satisfactory insurance certificates evidencing that all such coverage is in effect prior to the commencement of Work. The Port will require the following coverage:

Public Liability $2,000,000

Property Damage $2,000,000

Automobile Liability $1,000,000

The insurance certificates required by this Section 4 shall name the Port as an additional insured.

5. Contractor agrees to pay for all labor costs, employee benefits, taxes and withholding and for all materials and equipment, incurred in the prosecution of its work and to pay all applicable state and local licenses. Contractor shall pay all taxes which become due and payable as a result of Contractor services. Contractor shall hold the Port harmless from any liens, claims, judgments, expenses or costs, including reasonable attorney fees, arising from a claim for the payment of such costs.

SAMPLE

6. Contractor agrees to indemnify and hold the Port, its employees and agents, harmless from and against all claims, damages, losses and expenses including reasonable attorney's fees, court costs and any costs of appeal arising from any injury, death, or damage which may be sustained, or incurred by any person or property to the extent they result directly or indirectly from any negligent act or omission, misconduct or other fault of the Contractor, its employees or agents.

6.1 Contractor shall, at all times, remain entirely responsible for the results and consequences of its negligence and that of its agents and employees, and agrees to indemnify and hold the Port harmless from and against any and all claims, losses, damages, costs and expenses, including reasonable attorney's fees, which may arise or result from its sole negligent act or omission, misconduct or other fault of the Contractor, its employees or agents.

6.2 In any and all claims against the Port, its employees or agents which are subject to this indemnity, this indemnification obligation shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for Contractor under the Washington Workmen's Compensation Act, disability acts or other employee benefit acts.

6.3 Contractor from claims for injuries to the Contractor’s employees and others resulting from any latent or hidden condition in the Property or the Port’s equipment but only to the extent the same is not caused by the Contractor’s fault.

7. Any damage to the premises to the extent caused by Contractor and its agents or employees, shall be paid for by the Contractor. Contractor further agrees to report knowledge of any damage discovered on the Premises to the Port prior to commencement of its performance of any agreement governed by the terms hereof, verbally or in writing.

7.1 Contractor agrees to immediately report to the Port any and all accidents that occur on the Premises during the course of Contractor performance.

7.2 Contractor shall not have the right to subcontract or assign its burden of performance under this agreement or any written agreement governed by the terms hereof without the prior written consent of the Port.

8. This Agreement shall be governed by and construed in accordance with the laws of the State of Washington, and venue for any controversy arising hereunder shall be in Benton County, Washington. In the event of any controversy or claim arising out of or relating to this agreement, or a breach thereof, the parties hereto shall first attempt to settle the dispute by mediation, administered by a mutually agreed upon mediator. If settlement is not reached within sixty days after service of a written demand for

SAMPLE

mediation, any unresolved controversy or claim may be settled by arbitration or filing of a legal action within Benton County, Washington. In any action arising under this contract, the prevailing part shall be entitled to recover all costs incurred in such action including reasonable attorney fees. For the purpose of this section, an "action" shall include arbitration. Judgement on any award rendered by and arbitrator may be entered in Benton County Superior Court.

9. The Port shall have the right to go upon the premises at any time to inspect the Property to ensure that the Contractor is performing in accordance with the provisions of this Agreement.

10. In the performance of the work under this Agreement, the Contractor shall at all times be an independent contractor and shall not be an agent or employee of the Port.

IN WITNESS WHEREOF, the parties have entered into this Agreement the day and year first above written.

Port of Benton

By: _____
RON BRANINE
Interim Executive Director

Date: _____

Port of Benton
3250 Port of Benton Blvd.
Richland, WA 99354

_____

By: _____

Title: _____

Date: _____

_____
_____
_____

WASHINGTON STATE CONTRACTOR LICENSE NUMBER: _____

CITY OF PROSSER BUSINESS LICENSE: _____

CITY OF RICHLAND BUSINESS LICENSE: _____

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