



Confederated Tribes of the Colville Reservation

P.O. Box 150, Nespelem, WA 99155

Request for Quote For Roadway Weed Control Spraying for CCT DOT

Issue Date: March 11, 2024

RFQ Submittal Deadline: Monday March 25, 2024 @ 1:00 pm

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1.1 Description:

The Confederated Tribes of the Colville Reservation (Colville Tribes) Department of Transportation requests Quote to perform Roadway Weed Control Spraying for a 5 year term to the listed routes in section 5. The services provided must meet objectives as described herein. Our business hours are Monday thru Thursday 7:00 a.m. and 5:30 p.m. excluding Fridays, Saturdays, Sundays, Tribal and Federal holidays.

1.2 Introduction:

The Confederated Tribes of the Colville Reservation is a Sovereign Nation. Presidential Executive Order established the Colville Indian Reservation in 1872, with a land base of 1.4 million acres, located in North Central Washington State. The Administrative Headquarters are located at the Colville Indian Agency Campus, approximately 2 miles south of Nespelem, WA with offices located throughout our reservation.

1.3 Purpose of RFQ

The purpose of this RFQ is to select the most qualified firm or individual to provide roadway spraying services for a 5 year term and enter into Consultant Contract with the Colville Confederated Tribes.

1.4 Background:

The Department of Transportation is responsible for maintaining the safety of all tribally owned and BIA owned roads located throughout the Colville Reservation. The Colville Tribes is seeking a qualified contractor for Roadway Weed Control Spraying services on IRR Roads of the Colville Confederated Tribes Reservation listed in section 5.

Response Format:

Proposals should be prepared simply, providing a straightforward, concise delineation of the approach and capabilities necessary to satisfy the requirements of the RFQ. 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 RFQ. Contractor proposals must be submitted in the format specified below. Contractors that deviate from this format may be deemed non-responsive.

1.5 Completeness of Proposal

The Contractor must submit a completed Proposal (Form) signed by a Contractor representative

authorized to bind the proposing firm contractually. The Contractor must identify on the form any exceptions the Contractor takes to the Colville Tribes RFQ, or declare that there are no exceptions taken.

1.6 Proposal Response Date and Location

Proposals must be submitted no later than 1:00 p.m., PST, March 25, 2024. Proposals shall be submitted in a sealed envelope that has clear markings of the responding business name and address and clearly identifies the contents as “Roadway Weed Control Spraying for CCT DOT” Proposals may be sent by regular, express mail (FedEx or UPS), electronically or hand delivered. All proposals and accompanying documentation will become the property of the Tribes and will not be returned. Contractors accept all risk of late delivery of proposal regardless of fault. Proposals must be directed to Brenda Whalawitsa, Business Service Supervisor, PO Box 150/21 Colville Street, Nespelem, WA 99155 or brenda.whalawitsa.dot@colvilletribes.com.

1.7 Site Visitations

A site visit is not required if you'd like a site visits this can be scheduled by contacting Darin Whiteman, BIA Roads Manager at (509) 634-2551 or darin.whiteman@bia.gov . By submitting his/her proposal, the Contractor acknowledges that he/she has satisfied him/herself as to the nature and locations of the work.

1.8 Contractor's Cost to Develop RFQ

Costs for developing proposals in response to the RFQ are entirely the obligation of the Contractor and shall not be chargeable in any manner to the Colville Tribes.

1.9 Governing Law

This RFQ and the project contemplated shall be subject to the laws of the Confederated Tribes of the Colville Reservation. The applicant consents to the jurisdiction of the Colville Tribes. Nothing in this document, including attachments and exhibits, shall be deemed to waive the sovereign immunity of the Colville Tribes, which is hereby expressly re-affirmed. The terms of this paragraph shall supersede any conflicting or contrary provisions in the RFQ, including attachments and exhibits.

Section 2: TERMS AND CONDITIONS

2.1 Questions Regarding the RFQ

Requests for interpretation/clarification of the RFQ document must be made to Darin Whiteman by e-mail darin.whiteman@bia.gov by mail PO Box 150 Nespelem, WA 99155. Unauthorized contact with other tribal employees regarding this RFQ may result in disqualification. All oral communications will be considered unofficial and non-binding on the Colville Tribes. Allow two (2) days for processing written questions received and answers will be posted on the tribal website. All questions must be submitted by March 19, 2024.

2.2 RFQ Amendments

The Colville Tribes reserves the right to request any respondent clarify its proposal or to supply any additional material deemed necessary to assist in the evaluation of the proposal. The Colville Tribes reserves the right to change the RFQ schedule or issue amendments to the RFQ at any time. The Colville Tribes also reserves the right to cancel or reissue the RFQ. All such addenda must be acknowledged and will become part of the RFQ.

2.3 Withdrawal of Proposal

Provided notification is received in writing, proposals may be withdrawn at any time prior to the proposal response due date and time specified. Proposals cannot be changed or withdrawn after the time designated for receipt.

2.4 Rejection of Proposals

The Colville Tribes 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 the Colville Tribes.

2.5 Proposal Validity Period

Submission of a proposal will signify the Contractor's agreement that its proposal and the content thereof are valid for 90 days following the proposal response deadline unless otherwise agreed to in writing by both parties. The proposal will become part of the Contract negotiated between the Colville Tribes and the successful Contractor.

2.6 Proposal Signatures

A representative authorized to obligate and bind the Contractor must sign proposals, with the Contractor's address and telephone information provided. Unsigned proposals will not be considered.

2.7 Insurance Requirements

The Colville Tribes will require the selected contractor to comply with the insurance requirements as listed in Section 6 of the RFQ. Questions regarding insurance requirements can be discussed with the Tribes Risk Management Office, (509) 634-2019.

2.8 Equal Opportunity Requirements

The Colville Tribes is an equal opportunity employer and requires all Contractors to comply with policies and regulations concerning equal opportunity. With the exception that the Contractor shall be compliant with TERO requirements (see 2.14 below). The contractor, in the performance of the Contract, agrees not to discriminate in its employment because of the employees or applicant's race, religion, national origin, ancestry, sex, age, or physical handicap.

2.9 Other Compliance Requirements

In addition to the nondiscrimination and affirmative action compliance requirements previously listed, the Contractor awarded a Contract shall comply with Tribal, Federal, State, and local laws, statutes and ordinances relatively to the execution of the work. This requirement includes, but is not limited to, protection of public and employee safety and health; environmental protection; waste reduction and recycling; the protection of natural resources; permits; fees; taxes; compliance with the prevailing wages (Davis Bacon Wages) and similar subject. In addition the selected contractor will be required to sign a Debarment Certification. Ownership of Proposals and Documents

All materials submitted with this RFQ shall become property of the Colville Tribes and not returned to the Contractor. The Colville Tribes has the right to use any or all information submitted in response to this RFQ. Any restrictions on the use of data contained within the proposal must be clearly stated in the proposal. Each and every page that contains proprietary information must be marked "Proprietary".

Disqualification or non-selection of a Contractor or proposal does not eliminate this right. Any reports, studies, conclusions and summaries prepared by the Contractor shall become the property of the Colville Tribes.

2.10 Confidentiality of Information

All information and data furnished to the Contractor by the Colville Tribes and all other documents to which the Contractor's employees have access during the term of the Contract, shall be treated as confidential to the Colville Tribes. Any oral or written disclosure to

unauthorized individuals is prohibited.

2.11 Hold Harmless

The Contractor shall hold harmless, defend, and indemnify the Colville Tribes and the Tribes officers, Agents, and employees against any liability that may be imposed upon them by reason of the Contractor's failure to provide worker's compensation coverage or liability coverage.

The Contractor shall defend, indemnify and hold harmless the Colville Tribes, acting through its agents, representatives, and employees from and against any and all claims, suits, liability, damages, losses or expenses including attorney fees and costs to the extent that they arise out of or are in any way connected with any act or omission of the Contractor, its officers, employees or agents. The Contractor agrees at its own expense and upon written request by the Colville Tribes to defend any suit, action or demand brought against the Colville Tribes on any claim or demand related to the project.

2.12 Safety

All applicable regulations pertaining to safety, the Contractor shall strictly adhere to including Tribal Occupational Safety and Health Act (TOSHA) standards and regulations and all applicable OSHA requirements. Particular care shall be exercised in connection with the operation of vehicles and other equipment on the site.

2.13 TERO

The Colville Tribal Employment Rights Ordinance (TERO) shall apply to this RFQ and subsequent contract to the extent any of the work to be performed under this RFQ is performed on or near the Colville Reservation. No work shall take place until a TERO Utilization Plan has been signed, approved, and filed with the TERO Office. A 5% TERO fee could apply to the subsequent contract and it is the responsibility of the respondent to contact the Colville Tribes TERO office at (509) 634- 2735 to verify. Contractor selection will be based in part on the TERO hiring preference.

2.14 Contractual Obligation

The contents of this RFQ and response proposal will become a part of contractual obligations of the contract award. Failure of the Contractor to accept these obligations may result in the cancellation of award and the Contractor may be removed from future solicitation considerations.

Section 3: REQUESTED SERVICES

3.1 Duration of Services

The Colville Tribes anticipates the service period for this work to be as soon as contract is approved through the end of May 2023. The total duration of the Contract shall not exceed a year.

3.2 Information

The forms referenced below must be submitted with the Contractor's proposal. Do not leave any space blank.

Company Information – Complete table in Form # 1.

Client References – Complete table in Form # 2.

Debarment Certification – Fill out Form #3.

3.3 Performance Expectations

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

Submit full details of all termination for default experienced by the Contractor during the past five years; including the other party's name, address, and telephone number. Present the Contractor's position on the incident. The Colville Tribes will evaluate the facts and may, at its sole discretion, reject the Contractor's proposal if the facts discovered indicate that completion of a Contract resulting from this RFP may be jeopardized by selection of the Contractor.

If the contractor has experienced no such termination for default in the past five years, so declare.

If the Contractor has had a contract terminated for convenience, non-performance, non-allocation of funds or any other reason, which termination occurred before completion of the contract, during the past five years, describe fully all such terminations, including the name, address and telephone number of the other contracting party.

A Contractor response that indicates the requested information will only be provided if and when

the Contractor is selected, as the apparent successful Contractor is not acceptable. Restricting the Contractor's response to include only legal actions resulting from terminations for default is also not acceptable.

Section 4: PROPOSAL EVALUATION

4.1 Evaluation Procedures

The Selection Committee will evaluate proposals. The Selection will consider how well the Contractor's proposal meets the needs of the Colville Tribes as described in the Contractor's response to each requirement. In evaluating the proposals, the Colville Tribes will be using a criteria evaluation process. Evaluations will be based on criteria as outlined in Section 4.02. All proposals will be evaluated using the same criteria and weighting. Any proposal that does not contain each element described in this RFQ, fully completed, initialed or executed, as appropriate, may be judged to be incomplete and may not be considered further.

4.2 Scoring and Evaluation Factors

The evaluation factors reflect a wide range of considerations. While cost is important, other factors are also significant. Consequently, the Colville Tribes may base selection on other than the lowest cost solution. The objective is to choose the Contractor capable of providing a reliable and effective solution within a reasonable budget.

An award will be made to a responsible Indian Bidder if within 10% of the lowest non-Indian Proposal Price and defined experience. If claiming Indian Preference and CCT TERO certified you must provide documented proof.

Compliance with TERO Indian Preference Requirements:

Notice is hereby given that the Confederated Tribes of the Colville Reservation has in force Title 10 Employment and Contracting; Chapter 10-1 Tribal Employment Rights Ordinance (TERO), and Chapter 10-3 Indian Preference in Contracting, covering but not limited to Indian employment, Training, contracting and subcontracting. Bidders are directed to contact the Colville Tribal TERO department to obtain complete information regarding compliance requirements and responsibilities under the law. It is also incumbent on the contractor and/or subcontractor to insure all compliance requirements are met prior to commencing work. It is also advisable for covered entities to be aware of the TERO requirements for certification as an Indian firm, sanctions for non-compliance and the appeal process.

The Colville Tribal TERO department can be reached by calling (509) 634-2735.

4.3 Final Selection

After the review of the price proposals the Selection Committee will formulate their recommendation for award to the Contractor with the lowest bid after Chapter 10-3 Indian Preference in Contracting has been applied. If applicable, the recommendation will be forwarded to the Tribal Council for formal acceptance.

4.4 Contract Award and Execution

The Colville Tribes 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 Contractor can offer. The foregoing should not be interpreted to prohibit either party from proposing additional Contract terms and conditions during negotiations of the final document.

The RFQ document and the successful Contractor's proposal response, as amended by agreement between the Colville Tribes and the Contractor, including e-mail or written correspondence relative to the RFQ, will become part of the Contract document. Additionally, the Colville Tribes may verify Contractor representation that appears in the proposal. Failure of the Contractor to perform as represented may result in elimination of the Contractor from competition or in Contract cancellation or termination.

The Contractor selected, as the apparent successful Contractor will be expected to enter into a Contract with the Colville Tribes. If the selected Contractor fails to sign the Contract within five (5) business days of delivery of the final Contract, the Colville Tribes may elect to cancel the award or award the Contract to the next highest ranked Contractor. The Colville Tribes shall not be bound or in any way obligated until both parties have executed a Contract. No party may incur any chargeable costs prior to the execution of a final Contract.

After opening and ranking, an award may be made on the basis of the proposals initially submitted, without discussion, clarification or modification, or, the Colville Confederated Tribes may discuss with the selected Respondent offers for cost reduction and other elements of the Respondent's proposal. If the Colville Confederated Tribes determines that it is unable to reach a contract satisfactory to the Colville Confederated Tribes with the selected Respondent, then the Colville Tribe will terminate discussions with the selected Respondent and proceed to the next

Respondent in order of selection ranking until a contract is reached or The Colville Tribe has rejected all proposals. The Colville Confederated Tribes may not disclose any information derived from the proposals submitted from competing offers in conducting such discussions.

The Colville Confederated Tribes reserves the right to award a Contract for all or any portion of the requirements proposed by reason of this request, award multiple Contracts, or to reject any and all

Proposals if deemed to be in the best interests of the Colville Confederated Tribes and to re-solicit for proposals, or to reject any and all proposals if deemed to be in the best interests of the Colville Confederated Tribes and to temporarily or permanently abandon the procurement.

If the Colville Confederated Tribes award a contract, it will award the contract to the offeror or offerors whose proposal is the most advantageous to the Colville Confederated Tribes and offers the best value, considering price and the evaluation factors set forth in the RFQ. The contract file must state in writing the basis upon which the award is made.

Section 5: Scope of Work –IRR Roads Roadway Sweeping

The spraying is performed to help reduce safety hazard for pedestrians, motorists, and bicyclists. Trees and brush in the right of way create obstacles to vision, and if allowed to grow large, create hazardous obstacles for errant vehicles. Spraying weeds and brush with herbicides is by far the most efficient manner of controlling the growth of noxious weeds and brush. All herbicide applications are designed to keep roads and shoulders safe for motorists, bicyclists, and pedestrians, prevent root systems from damaging the roadways and to reduce sod buildup that can cause roadway flooding and icy conditions in the winter months. Weed control also reduces fires that can ignite uncontrolled vegetation and overgrowth that can cause accidents due to reduced visibility.

Contractor shall supply ALL materials, equipment, tools, transportation, supervision, operating supplies, safety measures and labor to successfully complete the contract. Contractor shall remain in compliance with all guidelines, laws, codes, regulations, and rules that apply when spraying noxious weeds, especially in critical and aquatic areas.

List of Routes that Require Weed Control Spraying

<u>Route Name</u>	<u>Route Number</u>	<u>Length of Route</u>
Columbia River Road	10-requires two applications (Mare’s tail)	17.5
Columbia River Road	140-requires two applications (Mare’s tail)	13.3
Nespelem Transfer Station	1093	.22
Lower Loop HUD	1153	.1
Cache Cr. Cut Off Road	13	5.8
Nespelem School Loop Road	1167	3.8
Charlie Williams Road	49	2.5
Coyote Cr. Road	54	10.6

Kartar Cr. Rd.	Kartar	5.6
Convalescent Home Road	1164	.5
Ferry Road	3	2.6
Inchelium Short Cut Road	1168	.4
Alice Flats 1 st addition	1154	.2
Rebecca Lake Road	48	4.4
Joe Moses Road	3586	2.65
Total:	15 Routes	70.17 Miles

These are routes which can benefit from spraying due to higher speed limits and less reaction time for response in an emergency. Safety

Zone 1- Pre-emergent (0-2 feet from pavement) non-selective herbicide products which bind within the soil profile and suppress seed germination throughout the growing season.

Zone 2- Operational (from Zone 1 or pavement edge to meet operational and maintenance needs of a total of 8 feet) broad leaf controlling herbicide to remove noxious weeds or nuisance vegetation from a grass stand.

Section 6: Insurance Requirements

The selected Offeror shall procure and maintain for the duration of its Contract awarded pursuant to this RFQ insurance against claims for injuries or damages to property, which may arise from or in connection with the performance of the work by the Offeror, his agents, representatives, employees or subcontractors. The Offeror shall pay the cost of such insurance. Insurance shall meet or exceed the following unless otherwise approved by the Colville Tribes.

A. Minimum Insurance

1. Commercial General Liability coverage with limits not less than \$1,000,000 per occurrence / \$2,000,000 annual aggregate.
2. Stop Gap/Employers Liability coverage with limits not less than \$1,000,000 per accident/disease.
3. Business Automobile Liability coverage with limits not less than \$1,000,000 per accident for any auto.
4. Worker's Compensation coverage as required by the Industrial Insurance Laws of the State of Washington/

B. Self-Insured Retentions

Self-insured retentions must be declared to and approved in writing by the Colville Tribes.

C. Other Provisions

Commercial General Liability policies shall be endorsed to:

1. Include the Colville Tribes, its officials, employees and volunteers as additional insured.
2. Provide that such insurance shall be primary as respects any insurance or self-

insurance maintained by the Colville Tribes.

3. Each insurance policy shall provide that coverage shall not be canceled except after thirty
(30) days written notice has be given to the Colville Tribes.

D. Acceptability of Insurers

Insurance shall be placed with insurers with a rating acceptable to the Colville Tribes.

E. Verification of Coverage

Offeror awarded a contract under this RFQ shall furnish the Colville Tribes with certificates of insurance required herein. The certificates are to be received and approved by the Colville Tribes before work commences. The Colville Tribes reserves the right to require complete, certified copies of all required insurance policies at any time.

F. Subcontractors

Subcontractors hired pursuant to this RFQ must provide coverage, which compiles with the requirements state herein.

Form 1

PROPOSED SERVICES COST for Weed Control Spraying

Contractor Name _____ Date: _____

Address: _____

Contact Person and Title: _____

Telephone Number: _____ Fax Number: _____

Email Address: _____

Length of time in business _____

Grows revenue for prior year (in US Dollars) \$ _____

Total Estimate Cost of Services (attach detailed budget if necessary)

Anticipated Number of Hours _____ Hourly rate _____ \$ _____

Overhead cost breakdown \$ _____

Mobilization breakdown \$ _____

Traffic Control \$ _____

Materials \$ _____

TERO fee if applicable \$ _____

Total Price \$ _____

Do you declare any exceptions to the RFQ _____.

Authorized Respondent Signature and date: _____

Client Reference # 1

Reference Name _____
Address _____
Contact Name _____
Title _____
Phone Number _____
Project Description _____
Contract Amount _____

Client Reference # 2

Reference Name _____
Address _____
Contact Name _____
Title _____
Phone Number _____
Project Description _____
Contract Amount _____

Client Reference # 3

Reference Name _____
Address _____
Contact Name _____
Title _____
Phone Number _____
Project Description _____
Contract Amount _____

Client Reference # 4

Reference Name _____
Address _____
Contact Name _____
Title _____
Phone Number _____
Project Description _____
Contract Amount _____

Client Reference # 5

Reference Name _____
Address _____
Contact Name _____
Title _____
Phone Number _____
Project Description _____
Contract Amount _____

Form 3: Certification Regarding Debarment

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, PROPOSED DEBARMENT, AND OTHER RESPONSIBILITY MATTERS.

A. The Firm certifies, to the best of its knowledge and belief, that:

1. The Firm/any of its Principals-

(a) Are () are not () presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency or any Tribal Government.

(b) Have () have not (), within a 7 year period preceding this offer, been convicted or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, ore receiving stolen property; and

(c) Are () are not () presently indicted for, or otherwise criminally or civilly charged by a government entity with, commission of any of the offenses enumerated in subdivision (A)(1)(b) above.

(d) The Firm has () has not (), within a 7-year period preceding this offer, had one or more contracts terminated for default by any Federal agency or any Tribal Government.

2. Principals for the purposes of the certification, mean officers; directors, owners, partners, and persons having primary management or supervisory responsibilities within a business entity (e.g. general manager; plant manager, head of a subsidiary, division, or business segment, and similar positions). If this certification concerns a matter within the jurisdiction of an agency of the United States and the making of a false, fictitious, or fraudulent certification may render the maker subject to prosecution under 18 U.S.C. § 1001.

B. The Firm shall provide immediate written notice to the Contract Officer if at any time prior to contract award the Firm learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

C. A certification that any of the items in paragraph (A) of this provision exists will not necessarily result in withholding of an award under this solicitation. However, the certification will be considered in connection with a determination of the Firm's responsibility. Failure of the Firm to furnish a certification or provide such additional information as requested by the Contracting Officer may render the Firm's proposal non-responsive.

D. Nothing contained in the foregoing shall be construed to require establishment of a system or records in order to render, in good faith, the certification required by paragraph (A) of this provision. The knowledge and information of a Firm is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

E. The certification in paragraph (A) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Firm knowingly rendered an erroneous certification, in addition to the remedies available to the Government, the Contracting Officer may terminate the contract resulting from this solicitation for default.

I hereby certify that the information above is true accurate and complete under penalty of fraud.

Authorized Signature