



Confederated Tribes of the Colville Reservation

P.O. Box 111, Nespelem, WA 99155 Phone Number: (509) 634-2242

Request for Bids:

Whitmore/Johnson Lake Fire Herbicide Invasive Species Control

SECTION 1. GENERAL INFORMATION

1.01 Significant Dates

Posted Date: March 14th, 2024

Deadline for Questions: March 20th, 2024 at 3:00 pm

Answers Posted: within 2 business days of receipt, no later than 4:00 pm

Closing Time and Date: March 28th, at 3:00 pm

Bid Opening Date and Time: April 1st, 2024, time TBD

1.02 Description of Proposals Sought:

The Colville Tribes Land Operations Program is requesting bids for herbicide treatments on 54.5 miles of roadside for control of Washington State listed noxious weed species within the Whitmore/Johnson Lake Fire. A detailed Scope of Work and Maps will be provided below.

If problems have occurred with previous contracts held with the Tribes, the contractor may not be considered for selection for this contract. Contractor must also demonstrate prior experience and knowledge with invasive noxious weed identification and knowledge of appropriate timing of herbicides to properly control invasive noxious weeds. Contractor may work closely with staff from either the Okanogan County Noxious Weed Control Board or the Ferry County Noxious Weed Control Board.

Award of contract shall be made to the responsive bidder based upon Indian Preference and Title 10 Certification according to Tribal Code 10-3-7(a) subpart (2). This Request for Bid is open to all bidders.

Contractor must bid on the entire project to be considered. The contractor shall comply with all regulations and provisions of the Tribal Employment Rights Ordinance (TERO).

If contractor is not a Native Owned Business and a Title 10 Certified Business the following TERO Employee Rights Fee will apply (so keep this in mind while bidding on this project): The TERO shall assess a Contract Fee equal to 5% of the total gross contract price, on all contracts in the sum of \$5,000.00 or more where the majority of the work under the contract is to be performed within the Reservation or lands owned by the Tribes. The Contract Fee shall be assessed on the entity receiving the contract award. Where a construction or other type of contract involves subcontracting, the entity acting as prime contractor or awarding the subcontracts shall be responsible for paying the Contract Fee, including those attributable to the subcontractors. The Contract Fee shall be due in full prior to commencement of any work under the contract. However, where good cause is shown, the Director may authorize a covered employer to pay the Contract Fee in installments over the course of the contract.

To qualify for the following items listed below, bid packets must include the following documentation:

- Copy of Blue Card – to qualify for consideration as an Indian preference contractor the business owner must provide a copy of the individual’s blue card.
- Copy of Title 10 Certification – to qualify as a Title 10 Certified contractor.
- Contractor must have an Environmental Protection Agency (EPA) pesticide applicator certification if using restricted use pesticides on the reservation.

1.03 About the Colville Tribes:

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 Tribes’ Indian Country now includes various off-reservation trust land holdings. The Tribes’ administrative Headquarters are located at the Colville Indian Agency Campus, approximately 2 miles south of Nespelem, WA with offices located throughout our reservation. Tribal business hours are Monday thru Thursday 7:00 and 5:30 p.m. excluding Fridays, Saturdays, Sundays, Tribal and Federal holidays.

1.04 Response Format:

Bids should be prepared simply, providing a straightforward and concise delineation of the Contractors approach and capabilities necessary to satisfy the criteria listed in Section 3. The bid may not be longer than 30 pages, single-spaced with no less than 12-point font. Emphasis in the bid should be on completeness, clarity of content, and adherence to the presentation structure required by this RFB. Contractors that deviate from the required format may be deemed non-responsive.

1.05 Completeness of Bid

The Contractor must submit a completed Bid signed by a Contractor representative authorized to bind the proposing Contractor contractually. The Contractor must identify on the form any exceptions the Contractor takes to the Tribes RFB, or declare that there are no exceptions taken.

1.06 Response Date and Location

Bids must be submitted no later than 3:00 p.m., PST, March 28th, 2024. For hard copy submissions, Contractors/Offerors must submit 1 original and 3 bound copies of the bid no more than 30 pages long, single-spaced, in a font no smaller than 12 point. Bids shall be submitted in a sealed envelope that has clear markings of the responding business name and address and clearly identifies the contents as “Whitmore/Johnson Lake Fire Herbicide Invasive Species Control”. Bids may be sent by electronic

mail, regular, or express mail (FedEx or UPS). All bids and accompanying documentation will become the property of the Tribes and will not be returned. Contractors accept all risk of late delivery of emailed bids regardless of fault. Bids must be directed to Tyrone Rock, Soil Conservationist, Colville Tribes Land Operations Program, PO Box 111, Nespelem, WA 99155 or Fedex/UPS to 21 Colville St, Nespelem, WA 99155. Emailed bids should be sent to Tyrone.Rock@bia.gov.

1.07 Contractor's Cost to Develop Bids

Costs for developing bids in response to the RFB are entirely the obligation of the Contractor and are not chargeable in any manner to the Tribes—no exceptions.

1.08 Site Visitations

A site visit is not required. By submitting his/her bid, the Contractor acknowledges that he/she has satisfied him/herself as to the nature of the work requested.

SECTION 2. TERMS AND CONDITIONS

2.01 Questions Regarding the RFP

Requests for interpretation/clarification or other information related to this RFB must be emailed to Tyrone Rock at Tyrone.Rock@bia.gov. Unauthorized contact with other tribal employees regarding this RFB or in any other manner than email to Tyrone Rock may result in disqualification. All oral communications will be considered unofficial and non-binding on the Tribes and may result in disqualification of the applicant.

All questions must be submitted no later than 3:00 p.m., PST, March 20th, 2024. All responses will be posted on the Tribes' web site at: <https://www.colvilletribes.com/rfp> no later than 4:00 p.m. PST two (2) business days after the deadline for questions.

2.02 RFB Amendments

The Tribes reserves the right to request any respondent clarify its bid or to supply any additional material deemed necessary to assist in evaluation.

The Tribes reserves the right to change the RFB schedule or issue amendments to the RFB at any time. The Tribes also reserves the right to cancel or reissue the RFB. All such addenda will become part of the RFB. It is the Contractor's responsibility to check the Tribes' website for the issuance of any amendments prior to submitting a bid response.

2.03 Withdrawal of Bid

Provided notification is received in writing to the address provided in Section 1.05, bids may be withdrawn at any time prior to the bid response due date and time specified. Bids cannot be changed or withdrawn after the time designated for receipt.

2.04 Rejection of Bids

The Tribes reserves the right to reject any or all bids, to waive any minor informalities or irregularities contained in any bid, and to accept any bid deemed to be in the best interest of the Tribes.

2.05 Bid Validity Period

Submission of a bid will signify the Contractor's agreement that its bid and the content thereof are valid for 30 days following the bid opening unless otherwise agreed to in writing by both parties. The bid may

become part of the Contract negotiated between the Colville Tribes and the successful Contractor.

2.06 Bid Signatures

An authorized representative of the Contractor must sign bids, with the Contractor's address and telephone information provided. Unsigned bids will not be considered.

2.07 Insurance Requirements

The selected Offeror shall procure and maintain for the duration of its Contract awarded pursuant to this RFB 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 RFB 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 RFB must provide coverage, which compiles with the requirements state herein.

2.08 Retainage/Performance Bond

Any contract negotiated in response to this RFB will require either a 25% retainage or a performance bond. Any contract awarded with a value greater than \$100,000 will require a performance bond.

2.09 Ownership of Documents

Any reports, studies, conclusions, and summaries prepared by the Contractor shall become the property of the Tribes. The Tribes may provide the Contractor with a limited license to use such material.

2.10 Hold Harmless

The Contractor shall hold harmless, defend, and indemnify the 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.

2.11 Limitations on Costs and Expenses

The Contractor's cost proposal may not include: any costs that can be described as overhead, including secretarial, clerical, or file management work; on-line research services charges (in-house photocopying; unnecessary express mail/overnight courier mailings); or for developing invoices for the Tribes.

2.12 Dispute Resolution and Venue

The Tribes will require the selected Contractor to expressly consent to the jurisdiction of the Colville Tribal Court for any and all disputes that may arise from the Tribes engagement of the Contractor's services, including the application of tribal law.

2.13 Appropriated Funds

Any contract awarded pursuant to this RFP is subject the Tribes' appropriation and budgetary process, which operates on a fiscal year from October 1 to September 30. Any required payments under the contract are contingent on the availability of funds in the tribal treasury. As funds are appropriated yearly any contract awarded would be for the remainder of the fiscal year, at which time it would be renewable on a yearly basis.

2.14 Indian Preference

Indian preference applies to any award of contract pursuant to this RFB and the Contractor shall comply with all applicable Indian preference requirements set forth in Chapter 10-1, the Colville Tribal Employment Rights Ordinance (TERO), and Chapter 10-3, Indian Preference in Contracting. The tribal code is available at <https://www.cct-cbc.com/current-code/>.

2.15 Debarment

Selected Contractor must sign a Certification Regarding Debarment and Suspension (See Attachment C).

2.16 Contract

The selected Offeror will be required to enter into the Colville Tribes' standard form contract which will include a "no assignment" provision indicating that the Contract may not be assigned without written consent of the Tribes. Any increase in contract price following execution of the contract requires a written modification to the term to continue.

SECTION 3. REQUESTED SERVICES

3.01 Duration of Services

The Tribes anticipates the service period for this work to be indeterminate but no less than for three years, and on an as-needed period for the term of the Contract to be issued pursuant to this RFP. However, if the work extends beyond this period, and as stated in Section 2.13, any agreement would be year-to-year and require an agreed-upon modification to the term to continue.

3.02 Scope of Work

Prior to commencing work the Contractor will inform the Land Operations/Range Program and COR when beginning work, so a Start Work Order may be issued.

Contractor will control noxious weeds along 54.5 miles of single and double-lane unpaved roadways within and adjacent to an area known as the Whitmore/Johnson Lake Fire, said roads and trails to be specified on maps supplied by the CCT COR that will have GPS locations embedded in the maps (see attached general maps). In consideration the CCT will pay CONTRACTOR per single- and two-lane road miles, for driving, surveying for weeds, and treating noxious weeds with approved herbicides **AND marking dye** where found along said roads. The CONTRACTOR shall maintain and deliver to the CCT COR, daily mileage logs and spray records (section 9 should be properly filled out with an address or exact location of application specified so it can be properly located for inspection and reporting). **The CONTRACTOR shall provide pictures of treatment applications before, during, and after treatments are made.** The two-lane roads will be treated with herbicides specified to a distance of 8 feet unless noxious/invasive weeds are not present or a barrier/obstacle (ie; sensitive crop, waterway, etc.) prevents application. The 2-lane roads will be treated from each road edge of the traveled road surface extending out to the edge of all turnouts. The single lane (dirt/gravel) roads will be treated in an area of 6-9 feet in width from each road edge, if treatments are needed within the road prism, then treatments will be made 6-9 feet from the center line extending out on each side depending on the total lane width. Herbicides will only need to be applied to areas where noxious/invasive weed species are present, targeted applications should be made whenever feasible. **If traditional/cultural plants, barriers, or obstacles (ie; sensitive crop, waterway, etc.) are present, application will not occur along said roadsides.** CONTRACTOR will be required to post signs along treatment areas, these will be supplied by the COR.

CONTRACTOR will comply with U.S. Department of Interior (DOI), United States Department of Agriculture (USDA), and Animal and Plant Health Inspection Service (APHIS) regulations, guidelines, Environmental Impact Statements (EIS's), and Environmental Assessments (EA's) concerning weed, insect or pest management on trust lands of the CCT. CONTRACTOR will ensure that all necessary and required safety equipment is on site and in use. All personnel must be properly trained in the use of safety equipment based on requirements from Tribal Occupational Safety and Health Administration (TOSHA). In addition, **ALL PRODUCT LABELS MUST BE FOLLOWED!** CONTRACTOR will maintain a valid Commercial Applicator License according to the regulations of the Washington State Department of Agriculture (WSDA). CONTRACTOR shall also have an EPA license for spraying federally restricted use pesticides sprayed in Indian Country. The CONTRACTOR shall take care not to allow chemical drift outside the work area and will maintain proper daily pesticide application records, as well as following all other law and requirements of the WSDA and EPA.

Timing of herbicide applications will be made in spring – early summer months before plants begin to harden and fire danger is present. If timing of this contract cannot be completed in the spring – early summer months, a contract change order to adjust for fall treatments may be granted at the discretion of the COR. CONTRACTOR will need to work closely with the COR to develop a more specific timeframe for applications. Herbicides and application rates will need to be agreed upon by the COR prior to any herbicide applications. All pesticides used must be listed in the Colville Confederated Tribes (CCT) Land Operations /Range Integrated Weed Management Plan. The CONTRACTOR is required to inform COR before starting any pesticide

treatments. Herbicides used should be a broadleaf spectrum mixture that targets the following noxious weed species and leaves a residual to control future anticipated growth; diffuse/spotted knapweeds, common St. Johnswort, sulphur cinquefoil, scotch thistle, dalmatian toadflax, rush skeletonweed, hoary alyssum, houndstongue, etc. Additional Washington State listed noxious weeds may be found in the project area, CONTRACTOR is required to treat **ALL** Washington State listed noxious weed species found within the project area.

CONTRACTOR shall not apply herbicides within 100 feet of perennial waters, nor within 150 feet of any alfalfa or other sensitive crop. The CONTRACTOR will not spray herbicide onto the channel of intermittent or perennial streams.

The Contractor shall supply **ALL OF THE FOLLOWING:** materials (including herbicide, surfactant, dye, etc.), equipment, tools, transportation, supervision, operating supplies, safety measures and labor to successfully complete the contract. All materials and equipment must be hauled to the work site by the Contractor.

The Contractor is required to supervise his employees on the job, provide transportation, and ensure that safety measures are met.

Contractor shall comply with Industrial Fire Precaution requirements as administered by Mt. Tolman Fire Center. Failure to do so could result in the Contractor being held liable for any fire directly related to equipment operation or operator negligence.

3.03 Required Information

The Contractor's Bid must include the following:

- A. Title Page. Show Request for Bid (RFB) subject, name of Contractor, address, telephone and fax numbers, name of contact person and date of submission. (See Attachment A.)
- B. Transmittal Letter to the attention of Tyrone Rock. A one- or two-page summary stating the Contractor's understanding of the work to be done and making a positive commitment to perform the work. It must also include a brief overview of your approach to the project and how you will fulfill the items in the Scope of Work
- C. Table of Contents. A clear identification of the material by section and page number.
- D. Profile of the Contractor. Include location of the Contractor's office(s), number of partners, associates, and other professional staff. Describe the range of activities performed by your Contractor.
- E. Approach. Provide a clear description of the Contractor's anticipated approach for providing these services.
- F. Contractor Organization and Management. Show the team proposed for the work identified, including the identification of persons assigned to individual tasks, and, if applicable, the function and responsibilities for major subcontractors.
- G. Statement of Qualifications.
 - 1. Include a minimum of 3 references that can be contacted.
- H. Current Assignments. Provide a statement concerning the Contractor's ability to devote sufficient time and resources to this type of work in relation to existing or anticipated assignments of the Contractor.
- L. Detailed Cost Proposal. Provide a detailed statement of any and all costs for providing these services. This statement must include proposed hourly rates for all persons employed by or contracting with the Contractor to provide the work described herein, as well as rates for travel and other expenses when travel is necessary. It is the responsibility of the applicant to ensure each project area has its own budget breakdown.

M. Selected contractor must complete the Debarment Certification form AND be registered through www.sam.gov.

SECTION 4. OTHER PROVISIONS

4.01 Final Selection

The Selection Committee will formulate their recommendation for award of the Contract, which will be forwarded to the Colville Business Council for formal acceptance.

4.01 Confidentiality

Pursuant to Tribal law, all bid documents received by the Tribes are considered confidential and will not be disclosed to other bidders by the Tribes, its employees, or agents.

4.05 Contract Award and Execution

- The Tribes reserves the right to make an award without further discussion of the bids submitted. Therefore, bids should be initially submitted on the most favorable terms the Contractor can offer. This should not be interpreted to prohibit either party from proposing additional contract terms and conditions during negotiations of the final document.
- The RFB document and the successful Contractor's/Offeror's bid response, as amended by agreement between the Tribes and the Contractor/Offeror, including e-mail or written correspondence relative to the RFB, may become part of the Contract between the Tribes and the successful Contractor/Offeror. Additionally, the Colville Tribes may verify the Contractor's/Offeror's representations appearing in the proposal. Failure of the Contractor/Offeror to perform as represented may result in elimination of the Contractor/Offeror from competition or in Contract cancellation or termination.
- The apparent successful Contractor/Offeror will be expected to enter into a contract with the Tribes. If a contract is not entered into with a reasonable time after selecting the bid, the Tribes may elect to cancel the award or award the Contract to the next highest ranked Offeror. The 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 bids initially submitted, without discussion, clarification or modification, or, the Tribes may discuss with the selected Contractor offers for cost reduction and other elements of the Contractor's bid. If the Tribes determines that it is unable to reach a contract satisfactory to the Tribes with the selected Contractor, then the Tribes will terminate discussions with the selected Contractor and proceed to the next Contractor in order of selection ranking until a contract is reached or the Tribe has rejected all bids. The Tribes will not disclose any information derived from the bids submitted from competing offers in conducting such discussions.
- The 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 bids if deemed to be in the best interests of the Tribes and to re-solicit for bids, or to reject any and all bids if deemed to be in the best interests of the Tribes and to temporarily or permanently abandon the procurement.

ATTACHMENT A:
PROPOSAL COVER PAGE

Survey for Flowering Rush (Colville Confederated Tribes, Ferry County, Lincoln County, and Stevens County project areas)

Company Name _____ Date _____

Address _____

Contact Person and Title: _____

Telephone Number _____ Fax Number _____

Email address _____

Length of time in business _____

Gross revenue for the prior fiscal year (in US dollars). _____

Total number of similar clients served in similar capacity _____

TOTAL ESTIMATED PRICE OF SERVICES (Attach detailed budget if necessary)

Cost of Services (Anticipated Total Hours x Rate) _____

Overhead costs (describe) _____

Necessary travel _____

TERO Fees _____

Other (describe) _____

Total Price \$ _____

Authorized Offeror Signature _____

Telephone _____

ATTACHMENT B: CERTIFICATION REGARDING DEBARMENT, SUSPENSION, PROPOSED DEBARMENT, AND OTHER RESPONSIBILITY MATTERS.

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

1. The Contractor/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, or 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 Contractor 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 Contractor shall provide immediate written notice to the Contract Officer if at any time prior to contract award the Contractor 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 Contractor's responsibility. Failure of the Contractor to furnish a certification or provide such additional information as requested by the Contracting Officer may render the Contractor'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 Contractor 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 Contractor 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

ATTACHMENT C:
CLIENT REFERENCES (Include additional pages if desired)

Client Reference # 1

Name of Entity/Contractor: _____

Mailing Address: _____

City/State/Zip Code: _____

Contact Name _____

Title _____

Phone Number _____

Date when work performed: _____

Description of work performed: _____

Client Reference # 2

Name of Entity/Contractor: _____

Mailing Address: _____

City/State/Zip Code: _____

Contact Name _____

Title _____

Phone Number _____

Date when work performed: _____

Description of work performed: _____

Client Reference # 3

Name of Entity/Contractor: _____

Mailing Address: _____

City/State/Zip Code: _____

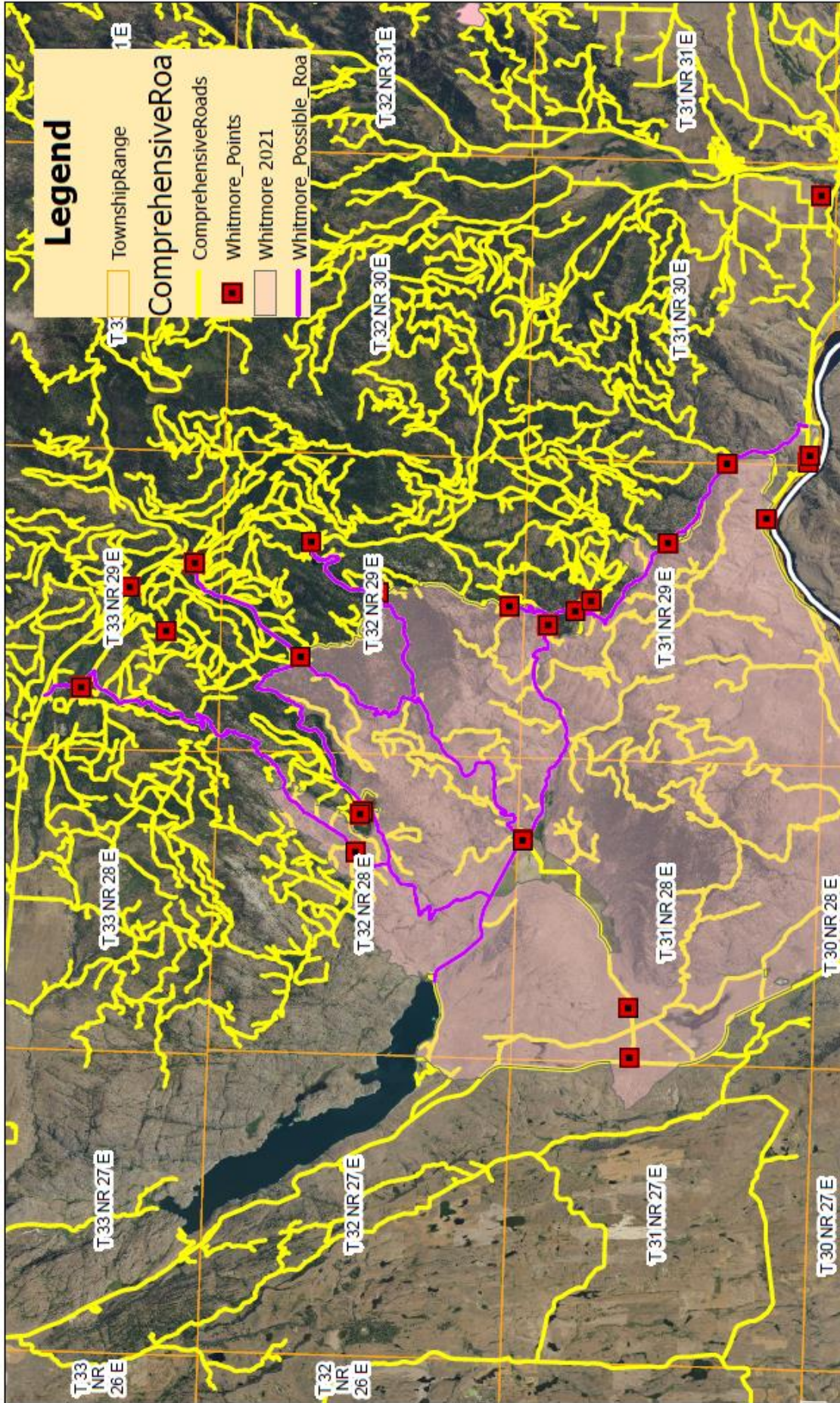
Contact Name _____

Title _____

Phone Number _____

Date when work performed: _____

Description of work performed: _____



Whitmore Fire Roads

Treatment will take place along roadsides marked in purple.

2023

Coordinate System: NAD 1983 2011 UTM Zone 11N

