

BIDDERS COMPANY NAME

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## REQUEST FOR PROPOSAL

# SEPTIC CLEANING, RESIDENTIAL, COMMERCIAL AND SLUDGE HAULING SERVICES

For

**NISQUALLY INDIAN TRIBE**

Prepared By:  
Nisqually Public Works Department  
Tom Arnbrister, PW Manager  
4820 She-Nah-Num Drive  
Olympia WA. 98513



REQUEST FOR PROPOSAL  
RFP # 2018-PW-S001

January 5, 2018

The Nisqually Tribe Public Works Department on behalf of the Nisqually Indian Tribe is issuing a Request for Proposal (RFP) for interested Septic Pumping Companies to submit proposals for Septic Services at various locations and projects for the Nisqually Reservation, this includes hauling sludge from the Nisqually Wastewater Treatment plant to the sludge holding facility on site.

**VIABLE CONTRACTORS: To be awarded this project CONTRACTOR, of the winning bid, must be current will all taxes, insurances, bonding and licensing. Failure to comply will result in bid rejection.**

SEALED PROPOSALS: Vendors will deliver two applications to the following address either by hand, delivery service or by US postal:

Nisqually Indian Tribe  
4820 She-Nah-Num Drive SE  
Olympia WA. 98513  
Phone: 360-456-5221  
Attn: Jill Wall, Financial Services

**CLOSING DATE FOR SUBMITAL SHALL BE FRIDAY February 2nd, 2018 BY 4:00PM**  
**Proposals received after the above-cited time will be considered a late quote and are not acceptable unless waived by the Public Works Director.**

- Please mark the envelopes clearly with Sealed RFP Septic #2018-PW-S001
- Questions may be directed to Tom Arnbrister Public Works Manager, 360-486-5440 or e-mail at [Arnbrister.tom@nisqually-nsn.gov](mailto:Arnbrister.tom@nisqually-nsn.gov)

Thank you for your Interest

**Definitions:** “Tribe” is Nisqually Indian Tribe  
“Bidder” an individual or business submitting a bid to Nisqually Tribe  
“Contractor” One who contracts to perform services in accordance with a contract

## 1. PROPOSAL TERMS

- A. The Nisqually Tribe reserves the right to reject any and all proposals received as a result of this RFP. If a proposal is selected, it will be the most advantageous regarding price, quality of service, the Vendor’s qualifications and capabilities to provide the specified service(s), and other factors which the Tribe may consider. The Tribe does not intend to award a Bid fully on the basis of any response made to the proposal; the Tribe reserves the right to consider proposals for modifications at any time before a Bid would be awarded, and negotiations would be undertaken with the provider whose proposal is deemed to best meet the Tribe’s specifications and needs.
- B. The Tribe reserves the right to reject any or all bids, to waive or not waive informalities or irregularities in bids or bidding procedures, and to accept or further negotiate cost, terms, or conditions of any bid determined by the Tribes to be in the best interests of the Tribe even through not the lowest bid.
- C. The price quotations stated in the bidders proposal will not be subject to any price increase from the date on which the proposal is opened at the Tribal headquarters to the mutually agreed-to date Bid.
- D. In the event it becomes necessary to revise any part of the RFP, addenda will be provided. Deadlines for submission of the RFP maybe adjusted to allow for revisions.
- E. Proposals should be prepared simply and economically providing a straight-forward, concise description of the vendor’s ability to meet the requirements of the RFP. Proposal shall also include the following details:

Hourly Labor Rate \_\_\_\_\_ Normal hours 8am- 5pm

Call Out Labor Rate \_\_\_\_\_ Weekend and after 5pm

Travel Rate \_\_\_\_\_ On call out

Overtime Labor Rate \_\_\_\_\_ after \_\_\_\_\_ hrs.



Surcharges \_\_\_\_\_ (If applicable)

Per Gallon Charge \_\_\_\_\_

Administrative Rate \_\_\_\_\_ (If applicable)

Total Chargeable Rate Per Work Performed \_\_\_\_\_

## 2. SCOPE OF SERVICES

- a. Residential and Industrial troubleshooting and repair
- b. Afterhours call out for emergency response for Septic Systems residential and commercial
- c. Provide consultation and Inspection of new and/or existing Septic facilities and or services
- d. Provide assistance with new or upgrading systems to meet State and County requirements
- e. Preparation and submittal of bids, including Labor and Material to the Nisqually Tribe, for projects that exceed \$2000.00 (TWO THOUSAND DOLLARS AND NO CENTS)
- f. The vendor will, on a regular basis, submit brief written summaries of the work performed with labor and material costs to the Nisqually Tribe.

## CONTRACT PROVISIONS

### REPORTING OF CONTRACTOR

Section 1 – The Contractor is to report to the Public Works Manager and/or Director and confer with them as necessary to insure satisfactory work progress.

Section 2 – All reports, estimates, memoranda and documents submitted by the Contractor must be dated and bear the Contractors name.

Section 3 – All reports made in connection with these services are subject to review and final approval by the Public Works Director.

Section 4 – When Applicable, the Contractor will submit a final written report to the Public Works Director.

Section 5 – After reasonable notice to the Contractor, the Tribe may review any of the Contractor’s internal records, reports, or insurance policies.

### PERSONNEL

Section 1 – The contractor will provide the required services and will not subcontract or assign the services without written approval of the Public Works Director

Section 2 – The parties agree that the contractor is neither an employee nor an agent of the Nisqually Tribe.

### INDEMNIFICATION AGREEMENT

The contractor will protect, defend and indemnify the Nisqually Tribe, its officers, agents volunteers and employees from any and all liabilities, claims, liens fines, demands and costs, including legal fees, of whatsoever kind and nature which may result in injury or death to any persons, including the Contractors own employees and loss of damages to any property, including property owned or in the care, custody or control of the Nisqually Tribe in connection with or in any way incident to or arising out of the occupancy, use, service, operations, performance or non-performance of work in connection with this contract resulting in whole or in part from negligent acts or omissions of contractor, any sub-contractor, or any employee, agent or representative of the contactor or any sub-contractor.

### NATIVE AMERICAN PREFERENCE

The Nisqually Tribe’s Native American preference in contracting policy will be used to select the winning bid.

The owner wishes to make available any and all opportunities for employment and training for Nisqually Tribal Members, their immediate families, and all other Native Americans. Therefore, the Tribal Employment Rights Ordinance (TERO) is in effect for this project. This includes but is not limited to:

- Native preference in employment.
- Native preference in contracting.
- 1.75% Employment Rights tax on all projects \$20,000 and over.

TERO also applies to subcontractors and all sub tiers.

It is the responsibility of the bidder to contact the TERO officer.

Nisqually TERO; Cynthia Iyall

(360) 456-5221 ext.1128

(360) 259-8144 cell

[iyall.cynthia@nisqually-nsn.gov](mailto:iyall.cynthia@nisqually-nsn.gov)

### TRIBAL HISTORIC PRESERVATION OFFICER REQUIREMENTS

- THPO requires 30 day notice prior to any ground disturbances or tree removal to ensure for review and determination of what level of survey is needed to better protect the cultural, historical, and archaeological resources of the TRIBE. A THPO representative shall be present at all dig sites, regardless of size or depth of dig, in order to prevent any damage to known or potential cultural resource sites. THPO laws, regulations and executive orders are in effect.

### INSURANCE REQUIREMENTS

1. Contractor is required to provide proof of current workers Compensation Insurance with Washington State statutory limits and Employers liability Insurance.
2. Contractor will provide proof of Commercial General Liability Insurance stating adequate coverage for project.
3. Automobile Liability Insurance covering all owned hired and non-owned vehicles with Personal Protection Insurance and Property Protection insurance.