



BIDDERS COMPANY NAME

REQUEST FOR PROPOSAL

Servicing and Pumping of Sani-Cans, Portable Restroom
Trailers, and Waste Bladders for the
2016 Paddle to Nisqually Canoe Journey

NISQUALLY INDIAN TRIBE

Prepared By:
Nisqually Public Works Department
4820 She-Nah-Num Drive
Olympia WA. 98513



REQUEST FOR PROPOSAL

5/18/16

The Nisqually Tribe Public Works Department on behalf of the Nisqually Indian Tribe is issuing a Request for Proposal (RFP) for interested Contractors to submit proposals for the Daily Pumping and Servicing of 170 standard Sani- Cans (70 gls), 60 ADA Sani-Cans (35 gls), 2 Royal Restroom Trailers (900 gls), 2 Royal Restroom Trailers (435 gls), 2 Shower Trailers (1300 gl/bladders), 1 Kitchen Dishwashing Bladder (1300 gl bladder), and 1 Laundry Trailer (1300 gl bladder) starting July 27th 2016 ending on Aug 7th 2016. Bidders are responsible for maintaining the described elements of the RFQ for the proper operation, cleanliness at time of service, and stocking of provided goods (toilet paper, hand towels, soaps) for the performance period.

SEALED PROPOSALS: Vendors will deliver two copies of the proposal to the following address by no later than 2pm May 27th either by hand or by US postal:

Nisqually Public Works Department
4820 She Nah Num DR SE
Olympia WA. 98513
Att: Jill Wall
Nisqually Financial Services

Proposals received after the closing date and time will be considered a late quote and are not acceptable unless waived by the Public Works Director or designee.

- Please mark the sealed envelopes clearly with 'RFP Canoe Journey Pumping and Service'.
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Questions may be directed to Tom Arnbrister, Nisqually Public Works Manager (360)456-5221.

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.

2. SCOPE OF SERVICES

Maintenance and Servicing of all Portable Bathrooms and waste bladders as described under Request for Proposal

- A. Provide cleaning and pumping of all service points
- B. Replace needed supplies such as toilet paper, hand towels, and hand soaps (provided by the Nisqually Tribe)
- C. Services to be performed July 30th through August 7th
- D. Pumping and Service (P+S) schedule will be as follows;
 - July 30th to August 7th 7am, P+S all described service points as directed by Nisqually Public Works staff.
 - July 31st to August 2nd 8pm, P+S all described service points as directed by Nisqually Public Works staff.
 - August 5th and August 6th 8pm, P+S all described service points as directed by Nisqually Public Works staff.

On Call Services; 7am to 10pm. It is expected that 'On Call' Services will be required during the entire performance period. All prospective bidders should factor the likelihood that pumping and servicing on an as needed basis will occur due to the number of service points and potential for high use in some areas that cannot be estimated by the Nisqually Tribe. An area will be provided for staging a larger tanker as a transfer station point in order to accommodate the use of smaller pumping and service trucks, the area will be within the Canoe Journey site and adjacent to the service access road for ease of entry and exit. Due to the nature of this culturally significant event the contractor will be expected to maintain professional standards of etiquette with respect to the tribal traditions of the Canoe Journey.

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 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 Contractor's 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 contractor 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; Marjorie Stepetin

(360) 456-5221 ext.1128

rohr.frances@nisqually-nsn.gov



INSURANCE REQUIREMENTS

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

Please attach additional bid information to this form

CONTRACTOR:

PHONE:
