

Grays Harbor Noxious Weed Control Board

34 Elma McCleary Rd. Elma, WA 98541 Phone: (360) 482-2934

Request for Qualifications for Contractor to Provide Noxious Weed Control Treatment

I. GENERAL INFORMATION

1. Project Overview

Grays Harbor County Noxious Weed Control Board is seeking qualified contractors to treat noxious weeds in riparian and terrestrial settings. The project will conduct follow up treatments for knotweed previously treated in 2020 as well as treating new sites in the Chehalis Basin watershed.

2. Description

The project will be limited to \$80,000 for contracted services from August 1, 2021 to June 31, 2023. The project site spans multiple rivers and terrestrial settings in terrain ranging from agricultural lands, gravel bars, riparian zones and timberlands of private landowners. Communication and project area knowledge will be necessary as only cooperating landowners are eligible for treatments.

Knotweed spp. and other noxious weeds spread downriver therefore a top down application approach is necessary. The project requires all noxious weed plants to be treated starting up river and working downriver. Control is to be accomplished utilizing herbicide foliar backpack treatments. Patches range from 10sq ft. to 5+ acres. Noxious weeds require timely and effective treatments with specific registered use herbicides.

The project will require at least 40 hours per week for 4-8 weeks, August-October 2021 and July-October 2022. Work days are dependent on weather. Companies located close to project site are preferred due to the unpredictable work schedule.

Procurement Activity	Date
The County issues the request for qualifications	July 20, 2020
The County receives proposals	August 3, 2020
The County evaluates proposals	August 4, 2020
Target date to announce the successful bidder	August 9, 2020
Target start date for service	August 16, 2020

II. ELIGIBILITY

1. Contractor Requirements

- Five or more years of experience with noxious weed control and herbicide treatments
- All contractor crew leaders must be certified to apply aquatic herbicides in the State of Washington and be on site at all times
- Company must provide Federal Identification Number
- Company must provide Pesticide Applicator License/Certification number for all contractor crew leaders working on project
- Crews must be able to navigate riverine, forest, and valley terrain while carrying 60+lbs.
- GPS/GIS technology knowledge and experience
- Ability to maintain an herbicide application log and project site description and photos

2. Contractor Responsibilities

- Equipment
- Clean-up
- Emergency Procedures
- Losses/Theft
- Supervision
- Crew Size
- Equipment and herbicide storage
- Point of Contact
- Project Documentation
- Cooperation
- Plant Identification
- Permits

III. APPLICATION INSTRUCTIONS

1. Closing submission date. Proposals must be received no later than 5:00 p.m. on August 3, 2021.

2. Required content. The bidder must:

- (a) Provide his or her name and/or agency name, address, phone number, and email address;
- (b) Describe any relevant education, training, and experience in conducting noxious weed control treatments.
- (c) List and submit copies of any other relevant licenses and/or certifications;
- (d) State how many years he or she has been a licensed applicator; and
- (e) Complete and submit the Proposal Response Forms, and the Declaration Form on Page 7.

3. Response packet and delivery. The bidder must submit a complete response packet that contains:

- (a) A signed copy of the Qualifications,
- (b) The Qualifications Response Forms, and
- (c) The Declaration Form.

The bidder may submit the response packet electronically, in PDF format, via email to Kiley Smith, Noxious Weed Control Board Coordinator, at Kiley.smith2@wsu.edu.

Alternatively, the bidder may submit the response packet in printed form, in a sealed envelope or box that is clearly marked with the words “Noxious Weed Control RFQ” addressed to:

Grays Harbor County Noxious Weed Control Board
Attn: Kiley Smith, Noxious Weed Coordinator
P.O. Box 3018 (Mail)
34 Elma McCleary Rd. (Physical Location)
Elma, WA 98541

The bidder may deliver the envelope or box in person, by mail, or by delivery service, and assumes full responsibility for delivery.

Response packets received after the date and time specified in Section III(1) will be disqualified.

4. Revision and withdrawal. The bidder may withdraw or make revisions to his or her Qualifications, Qualifications Response Forms, or Declaration Form at any time prior to the closing submission date and time. The bidder must initial any and all revisions.

After the closing submission date and time, the proposal packet becomes County property and may only be withdrawn or revised with approval from The Noxious Weed Board and the Board of Commissioners.

5. Inquiries. Inquiries concerning this RFQ must be submitted in writing no later than 12:00 p.m. PST on August 2, 2021 by emailing the Noxious Weed Control Board. The Coordinator will respond only in writing by posting to the Grays Harbor County website: <http://www.co.grays-harbor.wa.us>.

IV. CONFIDENTIALITY

Any material that is considered confidential must be placed in a separate envelope that is clearly marked with the words CONFIDENTIAL INFORMATION. Each page must be clearly marked with the word CONFIDENTIAL. Pricing information is not considered confidential.

The County will protect confidential material to the full extent allowed by the Public Records Act (PRA) RCW 42.56. After the contract is awarded, all submitted proposals will be available for public inspection. To the extent that the successful bidder’s (Contractor) response is incorporated into a contract, the contract too will be available for public inspection.

IV. PROPOSED CONTRACT TERMS

1. Term. The County will award a contract, effective from the date of award or notice to June 30, 2023.

- 2. Indemnification.** The Contractor must defend, indemnify, and hold harmless Grays Harbor County its departments, elected and appointed officials, employees, agents and volunteers, harmless from any and all liability or loss of any nature whatsoever arising out of or relating to the Contractor performing work on County premises including, but not limited to, any act or omission by the Contractor, the Contractor's agents, employees, or invitees in performance of the contract.
- 3. Minimum Insurance Requirements.** The Contractor shall carry at his or her own expense the following insurance coverage to the extent described below:

 - (a) Licensed and bonded (\$1,000,000 policy)
 - (b) General Liability insurance with limits no less than \$1,000,000 per occurrence, \$2,000,000 General Aggregate and \$2,000,000 Products-Completed Operations Aggregate. The County, its Board, officers, agents and employees shall be included as additional insureds.
 - (c) Automobile Insurance in an amount not less than \$1,000,000 combined single limit for each accident.
 - (d) The Contractor shall procure policies for all insurance required by this section for period of not less than one year, and shall provide the County, on or before the date this contract commences and annually thereafter, with a certificate of insurance as satisfactory evidence that the premiums have been paid and that such insurance policy is in effect.
 - (e) Upon demand by the County, the Contractor shall provide a complete copy of all policies for insurance required by the contract. This requirement is supplemental to, but does not replace, the requirement to provide the County with certificates of insurance as satisfactory evidence that the premiums have been paid and that such insurance policy is in effect.
- 4. Assignment.** The Contractor may not assign its duties without written consent from the Board of Commissioners, and such consent will not relieve the assignor of liability in the event of default by the assignee.
- 5. Renewal.** The County reserves the right to exercise an option, in writing, to renew the contract for additional one (1) year periods. If the Contractor agrees, he or she will submit updated versions of all documents required during the initial solicitation within thirty (30) days prior to the commencement of the optional renewal period, and annually thereafter. The documents may include, but are not limited to, insurance certificates and audited financial statements, and must be in force for the full period of the option. If the Contractor fails to timely submit the documents, the County may rescind its option and seek a new bid solicitation.
- 6. Termination and non-performance.** Either party may terminate the contract upon thirty (30) days' notice. The County may terminate the contract based on non-performance or unsatisfactory work by the Contractor. Prior to doing so, the County will give the Contractor notice of deficiencies, and a reasonable opportunity to remedy them.

V. EVALUATION PROCESS

1. **Criteria.** The County will evaluate and score the proposals using the following criteria:

Provider Qualifications.....	50 points
Provider Training.....	25 points
Provider Experience.....	25 points

2. **Clarification.** The County may seek clarification from the bidder, and may ask the bidder to submit additional information.

3. **Rights Reserved.** The County reserves the right:

- (a) To determine the evaluation and scoring process,
- (b) To include any department, official, employee, agent, or contractors during the evaluation and scoring process,
- (c) To waive any minor irregularities in any proposal,
- (d) To cancel this RFQ in whole or in part, and
- (e) Where the County determines that it is in the public's best interest, the County may accelerate the process by combining or eliminating evaluation phases.

4. **Non-acceptance.** The Noxious Weed Board reserves the right to reject in whole or in part any and all proposals submitted. The Noxious Weed Board may reject a proposal where it has reason to believe that:

- (a) The bidder is interested in more than one proposal,
- (b) The bidder is in collusion with another bidder,
- (c) The bidder is in default or arrears on any existing contract, or has defaulted on a previous contract,
- (d) The bidder is interested in any litigation against the County,
- (e) The bidder owes delinquent property tax in Grays Harbor County, or
- (f) The bidder lacks the competency or ability to carry out contractual duties and responsibilities.

In the event that a proposal is not accepted, the bidder must advise the Grays Harbor County Board of Commissioners regarding disposition of his or her proposal. Disposition may include pick-up, return at the bidder's expense, or destruction with the bidder's written authorization.

5. **Disclaimer.** The County exercised due care and diligence in preparing the information contained in this solicitation and believes it to be substantially correct. However, the bidder is solely responsible for verifying the information presented, and for any failure to determine the full extent of any exposure.

DECLARATION FORM for Request for Qualifications for Noxious Weed Control Treatment.
The undersigned bidder declares the following information to be true and correct:

Name: _____

Address: _____

Phone number: _____

Fax number: _____

Email address: _____

I understand and agree that the County may accept or reject my proposal, in whole or in part, and that the County may request that I submit additional information. Bidder's initials: _____

I understand and agree that even where the County selects me as the apparently successful bidder, the County is not bound to offer a contract. Bidder's initials: _____

During the past three years I have had (check boxes that apply):

Any license suspension or revocation. [] Yes [] No

Any investigation by a federal or state agency, or professional association. [] Yes [] No

If you answered "Yes" to any of the above, provide a brief explanation for each:

Signature

Date