

REQUEST FOR
PROPOSALS (RFP) FOR
KO-KWEL WELLNESS
CENTER - EUGENE
PHASE II REMODEL
DESIGN-BUILD

Issue Date:
Thursday, June 27,
2024

Proposal Due:
Tuesday,
July 30, 2024
2:00 PM PST

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Part 1 Introduction

Notice

**THE COQUILLE INDIAN TRIBE DESIGN-BUILD SERVICES
REQUEST FOR PROPOSALS
KO-KWEL WELLNESS CENTER EUGENE
PHASE II REMODEL PROJECT**

Through this Request for Proposals ("RFP"), the Coquille Indian Tribe ("CIT", "the Tribe"), is seeking competitive proposals from qualified and experienced individuals or firms (hereafter, "Proposers", "Contractor") for the provision of design-build services for CIT's Ko-Kwel Wellness Center Eugene – Phase II Remodel Project ("Project"). The purpose of this solicitation is to secure proposals from Design-Build Teams who have prior experience in planning, designing, engineering, and the construction of facilities of similar scope and scale. **CIT will accept proposals until 2:00 p.m. PST on July 30, 2024.**

Electronic copies of the RFP and all required forms and attachments may be obtained by emailing projects@coquilletribe.org.

One (1) digital copy shall be submitted via email to the contact listed below with the subject line to read:

Ko-Kwel Wellness Center – Eugene Phase II Remodel

Emerald Brunett
Project Manager
Project Management and Planning
Coquille Indian Tribe
projects@coquilletribe.org

Please note that no formal opening of the proposals will take place.

Proposals will be evaluated, and the successful consultant will be determined and approved by the Tribe. The Tribe reserves the right to reject any or all proposals, and to select the contractor and services that best meet the needs of The Tribe.

Inquiries should be directed by e-mail to Emerald Brunett, Project Manager, at projects@coquilletribe.org no later than **July 23, 2024, at 2:00 p.m.**

Procurement Schedule: (dates are estimates and subject to change)

RFP Issued	June 27, 2024
Bidder's Conference	July 10, 2024 @ 1:00 p.m. PST – 2401 River Road, Eugene
Last Day for RFIs	July 23, 2024 @ 2:00 p.m. PST
RFP Proposals Due	July 30, 2024 @ 2:00 p.m. PST
Proposals Selected for Interviews*	July 31, 2024
Interviews	August 5 & 6, 2024
Notification of Award	August 9, 2024
Project Start Date	September 3, 2024

**The Tribe reserves the right to select a consultant from submitted qualification proposals alone.*

Mandatory Pre-Proposal Meeting

CIT will conduct a Mandatory Pre-Proposal Meeting at 2401 River Road, Eugene, Oregon 97404 as outlined on the Procurement Schedule. A minimum of one (1) representative from each Proposer must be in attendance for the Mandatory Pre-Proposal Meeting. Failure of a Proposer to attend this mandatory meeting will result in disqualification of its Proposal. CIT representatives will attempt to answer Proposers' questions and address their concerns at the Pre-Proposal Meeting. However, no oral statements made by CIT staff will be binding unless confirmed by written addendum. CIT will post such addenda, as considered necessary, in response to questions arising at the Pre-Proposal Meeting.

Changes to RFP

Any change or clarification of the Scope of Work, procurement process, contract terms and conditions, insurance requirements or any other matter contained in this RFP will be issued in the form of a written Addendum to this RFP. CIT will make a good faith effort to notify interested parties of any addenda issued for this RFP. However, it is the responsibility of all parties interested in this or any other CIT contract opportunity to refer to check for any addenda that have been issued for this or other contract opportunity, up to the solicitation closing time.

Background

The Coquille Indian Tribe (CIT) is a federally recognized Indian tribe that owns just over 11,000 acres of land located in Coos, Curry, and Jackson counties of southwestern Oregon. CIT has nearly of almost 1200 enrolled members scattered throughout the country. Approximately 60% of the population resides in the state of Oregon and 33% reside in Coos County.

The mission of the Ko-Kwel Wellness Center is to foster and promote a "whole person" approach to wellness, health, and self-sufficiency, in a safe, traditional, and culturally meaningful environment, to ensure the legacy of the Coquille Indian People. We serve Coquille Tribal family members; American Indians and Alaska Natives; employees of the Coquille Indian Tribe and its subsidiary entities.

The Ko-Kwel Wellness Center is recognized by the Accreditation Association for Ambulatory Health Care Inc. (AAAHC). Achieving AAAHC accreditation demonstrates a high level of commitment and effort and demonstrates the Coquille Indian Tribe Community Health Center's dedication to providing quality health-related services. The Community Health Center initially received accreditation in 2001 and has subsequently passed national reviews every three years since.

Purpose

The community has unmet needs, and the current facility is part of the barrier to service. Demand for Health services has diversified and grown, and we are diversifying and growing with it. The area is cramped and has limited capacity. Existing space utilization cannot effectively accommodate additional service needs for patients.

The Ko-Kwel Wellness Center in Eugene building was constructed in 1990 with a remodel at occupancy in 2021. Another remodel occurred in 2023 but was damaged by a flood before completion. The flood damage has been mitigated and damaged materials have been removed. The new space will be designed to provide an expansion of services to include behavioral health providers, holistic wellness providers, and substance use treatment.

The project will consist of the design and remodel of approximately 5,900 square feet of the Ko-Kwel Wellness Center in Eugene, Oregon to accommodate new offices, exam rooms, restrooms, patient waiting areas, reception, and large group rooms. This will include extensive demolition as well as dust and noise control while business continues to operate on the floor above. Conceptual Floor Plan included in Part 7 of this solicitation.

Project Budget & Funding

The total development budget is \$1,600,000 and includes permits, FF&E, surveys, etc. It is expected that the Design-Build team will work in conjunction with the Owner to determine the scope of work that will meet the needs of the Tribe. It is expected that the design builder will play an active role in providing alternatives and options to meet the Owner’s project needs and maximize the Owner’s return on their investment.

Location

This project is located at the Eugene Ko-Kwel Wellness Center, located at 2401 River Road, Suite 101, Eugene, OR 97404.

Project Schedule

The following is the anticipated project timeline. A preliminary schedule is outlined below. It is the intent to develop an overall project schedule with the input of the design build team. Dates are subject to change.

Posting RFP	June 27, 2024
Bidder’s Conference	July 10, 2024 @ 1:00 p.m. PST
Last Day for RFIs	July 23, 2024 @ 2:00 p.m. PST
RFP Proposals Due	July 30, 2024 @ 2:00 p.m. PST
Proposals Selected for Interviews*	July 31, 2024
Interviews	August 5 & 6, 2024
Notification of Award	August 9, 2024
Project Start Date	September 3, 2024
Design	September & October 2024
Permitting	November & December 2024
Construction Start	January 2025
Substantial Completion/Occupancy	April 2025

**The Tribe reserves the right to select a consultant from submitted qualification proposals alone.*

Tribal Building Code Ordinance

The project is located on federal trust land and project designs shall be in compliance with the CIT Building Code Ordinance which follows the International Building Code in addition to Federal laws. The Owner will contract with a Building Official for plan review and inspection services to evaluate and certify whether facilities constructed on Coquille Indian Tribe land in trust comply with applicable building codes and standards. The Owner will contract with the Building Official for plan review and inspections of the Work required by law, the Contract Documents or industry standards. The Design-Builder will schedule all such inspections and will provide reasonable advance notice to the Owner and Building Inspector of the time of such inspections.

Design-Build Contract

The successful proposer will be invited to enter into a Design-Build Agreement (the “Contract”) with CIT. The preferred format will be the Design-Build Institute of America (DBIA) standard Design Build contract. CIT reserves the right to modify any contract term or condition prior to execution. The contract will become effective upon execution by both parties.

The agreement contains pre-construction and construction services, described further in the Scope of Services section of this RFP. All construction work will be authorized by Guaranteed Maximum Price (GMP) amendments. Authorization to proceed with a subsequent phase will occur only after CIT and the Design-Builder have successfully negotiated the scope and cost of the contemplated GMP.

Proposers should state their willingness to execute a negotiated agreement per this RFP. Proposers should expressly state their reservations, if any, regarding the form of agreement and identify changes, if any, in their proposal. Proposers should

know that CIT will value specificity and clarity regarding both the reservations expressed, the changes requested and their rationales.

Contract Requirements

The Design-Builder will be required to provide performance and payment bonds equal to 100% of both the pre-construction and construction elements of the contract.

This RFP and the resulting Design-Build contract are not subject to federal or state prevailing wage rate requirements.

Proposer will be required to furnish proof of the following types of insurance:

- A. Insurance Coverages.** The Proposer shall procure and maintain at its expense during the Period of Performance and thereafter as required below the following insurance from one or more companies authorized to do business in the State of Oregon with a policyholder’s rating of not less than A-IX in the most recent edition of Best’s Rating Guide. Except as approved otherwise by the Owner in advance, such insurance shall protect against claims which arise out of or relate to all of the Proposer’s services under the Agreement, whether performed by the Proposer or a consultant or a person or entity for which either of them may be responsible.
1. **Workers’ Compensation Insurance**, if required by law, with statutory limits.
 2. **Employer’s Liability Insurance**, if employees are employed for other than secretarial or bookkeeping services, with a limit of not less than \$1,000,000 each accident, \$1,000,000 disease each employee and \$1,000,000 disease policy limit.
 3. **Commercial General Liability Insurance**, applicable to all premises and operations, including Bodily Injury, Property Damage, Personal Injury, Contractual Liability, Independent Contractors, Products and Completed Operations, Broad Form Property Damage (including Completed Operations), and coverage for explosion, collapse and underground hazards, with minimum limits of not less than \$1,000,000 per occurrence, \$2,000,000 aggregate applicable specifically to the Project, \$1,000,000 personal and advertising injury and \$1,000,000 Products and Completed Operations aggregate. Proposer shall notify the Owner, prior to signing the contract, of any “Residential Construction” exclusions and/or limitations of coverage that may be part of the Commercial General Liability Insurance.
 4. **Business Automobile Liability Insurance**, applicable to owned, non-owned and hired automobiles, with a limit of not less than \$1,000,000 combined single limit each accident.
 5. **Professional Liability Insurance**, applicable to all acts and omissions of Proposer and its consultants at all tiers, with limits of not less than \$1,000,000 each claim and \$2,000,000 aggregate.
- B. Deductibles.** The Proposer shall pay all deductibles on all policies required by Paragraph 1.
- C. Waivers of Subrogation.** The Workers’ Compensation and Employer’s Liability policies shall be subject to a waiver of subrogation in favor of Owner and its members, directors, agents and employees, and the successors in interest of the foregoing.
- D. Cross-Liability Coverages.** The Commercial General Liability and Automobile Liability policies shall provide cross-liability coverages as would be achieved under the standard International Organization for Standardization (“ISO”) separations of insureds clause.
- E. Additional Insureds.** The Commercial General Liability and Automobile Liability policies shall name the Owner and its members, directors, agents and employees, and the successors in interest of the foregoing, as additional insureds, using ISO additional insureds endorsement CG 20 10 11 85 or a substitute providing equivalent coverages. Such coverages provided to the additional insureds shall (a) be primary and noncontributory with respect to any insurance or self-insurance retention of the additional insureds, including but not limited to any Excess Liability coverage maintained by the additional insureds, (b) provide the same types and extents of

coverages as the coverages provided to the primary insured, and shall not be limited to the “vicarious liability” of the additional insureds, (c) waive all rights of subrogation against the additional insureds, and (d) be maintained for the same durations as the coverages provided to the primary insured, including but not limited to the continuation of the Products and Completed Operations coverage until ten (10) years after final payment to the Owner’s prime contractor on the Project, and shall not be limited to “ongoing operations”.

- F. **Duration of Coverages.** The insurance coverages required by Paragraphs 1 through 5 shall be written on an occurrence basis, except the Professional Liability Insurance. All other policies shall be in effect as of the date of commencement of the Proposer’s services under the Agreement. All policies shall be maintained and remain in effect until one (1) year after final payment to the Owner’s prime contractor on the Project and thereafter when the Proposer is assisting or advising the Owner regarding the correction of defective or nonconforming Work; provided that the Products and Completed Operations policy and the Professional Liability policy shall remain in effect until three (3) years after final payment to the Owner’s prime contractor on the Project. The Proposer shall notify the Owner, in writing, of any claims against the Professional Liability policy and Commercial General Liability policy, in which event the Owner shall have the right to require the Proposer at its expense to obtain additional Professional Liability Insurance in order to restore the required coverage available for the Project.
- G. **Proof of Insurance.** The Proposer shall file with Owner, upon execution of the Agreement, certificates of insurance acceptable to the Owner as well as copies of all insurance policies, with all riders and endorsements, all separate exclusions, conditions and waivers, and all other amendatory documents attached, evidencing the insurance required by this Exhibit E. These certificates and policies shall contain a provision that coverages afforded under the policies will not be cancelled or allowed to expire until at least thirty (30) days’ written notice has been given to the Owner. If any of the required coverages are to renew during the period when such coverage is to remain in effect or are required to remain in force after final payment to the Owner’s prime contractor on the Project, an additional certificate evidencing continuation of such coverage shall be submitted upon renewal or with the Proposer’s final invoice.
- H. **Effect of No or Insufficient Insurance.** The Proposer’s failure to comply with the requirements of this Exhibit shall constitute a material breach of the Agreement entitling the Owner to terminate the Agreement for cause. In the alternative, the Owner in its sole discretion may purchase the insurance required of, but not obtained or maintained, by the Proposer pursuant to this Exhibit E and charge such costs thereof to the Proposer. The Owner’s rights under this Paragraph shall be in addition to, and without waiver of, its other rights and remedies under the Agreement or applicable law.
- I. **Limitation of This Exhibit.** Nothing in this Exhibit shall negate, abridge, or reduce the Proposer’s responsibilities or liabilities under the Agreement or applicable law, the meaning and effect of the provisions of this Exhibit E being limited to setting out the Proposer’s express obligations with respect to insurance.
- J. **Professional Liability** (aka "Errors and Omissions") insurance with a combined single limit of not less than \$1,000,000, on a claims-made basis, for indemnity of the insured for liability claims arising from or due to the negligence in the performance of professional services under an awarded contract.

As evidence of adequate insurance coverage and prior to contract execution, the selected Contractor(s) will provide to the CIT certificates of insurance listing the “Coquille Indian Tribe” as a certificate holder.

The certificate(s) shall provide that Selected Contractor’s insurance shall not be terminated or cancelled without thirty (30) days prior written notice to CIT. Insuring companies or entities are subject to CIT’s acceptance and must be licensed to provide insurance in the State of Oregon. Contractor’s insurance shall be primary insurance, and any commercial insurance or self-insurance maintained by the Coquille Indian Tribe and/or CIT shall not contribute to it.

Part 2 Scope of Services

Composition of Design-Build Team

When responding to this RFP, the Proposer shall identify the Design-Builder, Architect(s), and sub-consultants as necessary to complete the programming phase of the work described in this RFP. At a minimum, the team should include engineering consultants for structural, mechanical, electrical, and plumbing. Other team members may be identified after the scope of work is established. The Design-Builder will be responsible for engaging all sub-consultants and subcontractors necessary to complete the work. The Proposer must demonstrate to CIT that the proposed Team includes expertise that is clearly relevant to the work contemplated for this project. The DBIA or AIA standard Design Build contract will include a guaranteed maximum price. The design build scope of services will include but is not limited to:

- A. Project planning; including programming, space planning, schematic design and design development services, code and ordinance review and analysis, preliminary schematic drawings, and concept alternatives; elevations and section alternatives; outline specifications of key materials and systems.
- B. Preparation of construction documents and phasing plans, including but not limited to providing floor plans, demolition plans, interior elevations, interior partition details, room finish schedule, door schedule, project specifications; structural, mechanical, electrical, plumbing; evaluating materials, assemblies, and systems; and coordinating design review meetings with CIT.
- C. Design / build team to organize and distribute bid documents to obtain required subcontractor bids; advise CIT on selection of subcontractors to be used conduct a pre-bid conference; respond to contractor inquiries; prepare document addenda; receive, review, and summarize all subcontractor bid data.
- D. Design-build contractor will be responsible for assuring adherence to all applicable federal procurement requirements.
- E. Retain the services of and coordinate with structural engineer, mechanical, electrical, and plumbing (MEP) design professionals as required to execute the planned construction and services of other specialized professionals as required to perform the planned improvements.
- F. Cost estimating and Guaranteed Maximum Price (GMP); prepare estimates at the programming, schematic, design development phase of design. Provide value engineering services as needed to maintain project budget. 100% of all savings generated will be returned to the Owner.
- G. Building permits: Prepare and submit plans as required to obtain all necessary permit reviews and approvals for construction.
- H. Construction administration, including but not limited to: reviewing material submittals and system shop drawings; conducting regular site visits and providing on site construction oversight; coordinating and conducting weekly job site meetings; preparing minutes from job site meetings; preparing clarification sketches; reviewing and responding to change orders; preparing applications for payment; preparing and managing punch list items for incomplete work. Providing as-built construction documents in an electronic and hard copy format.
- I. Project management and coordination including management of consultants, subcontractors, and coordination of any owner direct suppliers and/or contractors.
- J. Interface with CIT for plan review & permitting as required to complete the planned improvements.

Statement of Work

The selected Design-Build Team shall provide Programming and Design Services, and, upon Notice to Proceed, Construction Phase Services as described in this RFP and within an agreed upon specified schedule and agreed upon GMA price and contract.

Part 3 Submission Requirements

General

Proposals submitted in response to this RFP shall be of sufficient length and detail to demonstrate the Proposer has a thorough understanding of the needs of the Project described in this RFP. Proposals should address the submittal requirements of this RFP in a clear, succinct, and direct manner. Proposals submitted in response to this RFP will be evaluated in accordance with the following Submittal Requirements and Evaluation Criteria. Please organize the proposal corresponding to the order of the sections below.

Responses should be of sufficient length and detail to demonstrate the Proposer's understanding of the requirements described in Section II of this RFP, "Scope of Services." Proposals shall include a proposed project schedule as part of the submittal requirements of this RFP.

Content Specifications

A selection committee will assess each proposal as to completeness, qualifications, experience, project understanding, and approach. CIT may waive informalities and accept any given proposal as submitted and/or request further information. CIT's decision will be final and is not subject to appeal. For the purposes of this RFP, the Design-Build Team may be composed of one or more team members. A team member is defined as a legal entity that undertakes some or all the obligations outlined in this RFP.

Prerequisites: In order to be considered, Proposer must:

- A. Be a legal entity that has the authority to transact business in the State of Oregon.
- B. Provide adequate proof of insurance, as set forth in Section I.8 of this RFP, "Insurance Requirements."
- C. Execute, provide, and comply with the Proposer's Certification (Attachment A).
- D. Execute and provide Estimated Fee and Reimbursable Expenses Proposal (Attachment B).

To be considered for selection, submit the below information, clearly labeled, and in the following order. The consultant shall submit one (1) digital copy of the submission in pdf format.

1. Cover Letter

Introduce your team and describe your business philosophy. Identify the Design-Builder and the design professionals required to fulfill the identified scope of services. Summarize in a concise manner the teams understanding of the scope of work and proposed approach, activities, and schedule of deliverables to meet the scope of work.

The cover letter should include a brief history of your firm(s), a short biography of the lead or primary person and description of the services your firm proposes to provide CIT. Additionally, include the mailing address, phone/fax numbers and email address of the individual signing the cover letter, as well as contact information for your firm's primary contact(s) for this RFP, if different.

2. Design-Build Team

- A. Names and addresses of the Design-Build team, list past collaborations, present each firm's history, including number of years in continuous operation, current staffing level, current workload, and capacity. Include timeline for current and committed projects.
- B. Narrative and/or graphic that identifies the key personnel from each firm at the corporate and field levels that will be assigned to this project during pre-construction and construction. Describe their relevant

experience, responsibilities, and approximate amount of team each will devote to this project during each phase.

- C. Provide proof of valid State of Oregon licensure for all team members required to be licensed by state law.
- D. State whether any member of the Design-Build team is currently, or has been during the last five years, involved in defending, negotiating, mediating, or litigating any claims or liens relating to or arising from construction, design, or business activities. Provide a brief description of the circumstances that led to the claim(s) and resolution(s).

3. Experience of Design-Build Team

Describe the Team's recent experience in providing design and construction services for at least three (3) but no more than four (4) built projects that are relevant to Health Care Design contemplated by this RFP. Though projects do not have to be Design-Build projects to be relevant, the committee may give more weight to projects that are Design-Build or its equivalent. Work by any team member may be included; it is not necessary that team members worked together on portfolio projects. Include the following information for each project: location, timeframe, size, construction type, owner, and cost. Describe the contributions made by the Design-Builder during the pre-construction phases on the highlighted projects.

4. Cost Proposal and Fee Schedule

Submit a fee proposal on the form provided as Attachment B in accordance with the instructions provided below.

- A. Preconstruction & Design Services Fee - Include all design and consulting services as required for programming, schematic design, 50% design to final design, estimating and all other services required prior to the start of construction. State this fee as a lump sum.
- B. Construction services fee as a percentage of construction cost, including all marks up and insurance costs.
- C. Separate of the personnel included in the preconstruction services fee, list the hours for all reimbursable personnel and other management related costs that will be charged to the project along with the hourly rate, hours assigned and associated cost, assuming for purposes of this proposal only, a 3-month construction schedule.
- D. Provide percentage for fee/mark up on change orders.
- E. Provide evidence of bonding capability and the cost of the bond as a percentage of construction cost.

5. Tribal Preference/Tribal Employment

Any proposals submitted by an Indian Owned Business (IOB) will be prioritized. Design Builder shall work with CIT to set forth preferences in employment and contracting utilizing CIT owned business and qualified Tribal Members to provide labor and supplies for the construction of the project.

Proposal Preparation and Submission Instructions

All proposals must comply with the following instructions. Failure to comply with these instructions will result in disqualification of the proposal.

Notice of the opportunity will be published on The Coquille Indian Tribe website (<https://www.coquilletribe.org/construction-project-bidding/>), as well as the State of Oregon's, OregonBuys site (<https://oregonbuys.gov/bsa>).

Proposal Due Date/Proposals must be received by CIT no later than 2:00 PM PST, Tuesday, July 30, 2024.

Proposals and questions should be submitted electronically and addressed to:

Emerald Brunett
Project Manager
Project Management and Planning
Coquille Indian Tribe
projects@coquilletribe.org

Respondents are responsible to ensure receipt of electronic submission by the specified due date.

There will be no public opening of the proposals.

Part 4 Proposal Evaluation and Award

Evaluation Process

A Selection Committee will be formed to evaluate responsive proposals and shall apply the evaluation criteria set forth below. The Committee will determine which proposals are in the competitive range. A Proposer that the Committee considers as not having a reasonable chance of being determined as a top ranked Proposer based on the proposal as submitted will not be considered in the competitive range. The Committee may conclude that only one proposal is in the competitive range. The Committee may meet one or more times to discuss and rank proposals. CIT may in its sole discretion find that proposals not adhering to all terms and conditions of this RFP, or that are otherwise non-responsive, be found to not meet the minimum requirements and may be rejected or given a low rating in the evaluation process.

The following process will be generally followed for the evaluation and award of a contract:

- A. Determine if proposals meet minimum requirements.
- B. Evaluate proposals.
- C. Determine which proposals are in the competitive range.
- D. Interviews for Proposers* in the competitive range and final scoring.
- E. Selection of candidate.
- F. CIT Tribal Council approval of contract award.

**The Tribe reserves the right to select a consultant from submitted qualification proposals alone.*

Evaluation Criteria

The Tribe will evaluate respondents based upon the written response to this RFP; consultant interviews; references; and any other information requested by The Tribe.

Criteria	Description
Approach	Consultant’s understanding of and approach in providing RFP services. Responsiveness and completeness of the proposal and any value-added component. The degree to which the proposal offers a clear, comprehensive, and collaborative process and achieves the public participation goals of The Tribe.
Cost	Overall cost, cost effectiveness, and resource allocation.
Engagement Experience	Demonstrated qualifications and experience in this work, including the ability to involve and engage stakeholders in disparate geographies and under-engaged demographics.

Experience Working with Tribes	Demonstrated qualifications and experience working with other tribal communities
Project Management	Consultants experience with similar projects and references of its clients. Ability to perform and complete the work in a professional and timely manner.
Tribally Owned Business	Preference is given to firm/consultant owned or operated by Coquille Tribal members or other tribal or indigenous owned businesses.
Women, Veteran, and Minority-Owned Business	Preference is given to firm/consultant owned or operated by minority, veteran, or women-owned or designated DBE.

CIT reserves the right to investigate the qualifications of all Proposers under consideration and to confirm any part of the information furnished by a Proposer, or to require additional evidence of managerial, financial, technical, or other capabilities that are considered necessary for the successful performance of the work.

Interviews

During the review of proposals CIT may ask for additional information and request face- to-face interviews with the top three candidates. CIT will then make the final selection decision. At its sole discretion, CIT may invite the Finalist Proposer(s)' Key Personnel to interview with CIT staff, in person, via conference-call or another mutually agreeable medium, to clarify their proposal and determine the overall suitability of Finalist Proposer(s)' Key Personnel to the anticipated project.

If requested, attendance at such an interview is mandatory and failure to meet with CIT within a reasonable period of time will be grounds for proposal rejection. Following the interview, CIT reserves the right to re-score the Finalist Proposer(s) or to use the original scores solely as the basis to determine the Finalist Proposer(s) and make an award determination based on the overall strength of the Finalist proposal and interview.

Award of Contract

- A. CIT reserves the right to select for contract award the Proposer that offers the best overall value, benefit, convenience, and service to CIT, taking into account the cost. However, cost is only one of several evaluation and selection criteria, and on its own, is not determinative of the best overall value, benefit, and service to CIT.
- B. After completion of the evaluation process, CIT will name an "apparent successful Proposer" and issue a "Notice of Intent to Award" a contract to this Proposer.
- C. The successful proposer will be invited to enter into a Design-Build Agreement (the "Contract") with CIT. The preferred format will be either the DBIA or AIA standard Design Build contracts. CIT reserves the right to modify any contract term or condition prior to execution. The contract will become effective upon execution by both parties.

Part 5 Clarifications

Requests of Information

All requests for clarification or change regarding any technical, procedural, contractual or insurance requirement(s), or any other matter regarding this RFP must be submitted in writing via e-mail to projects@coquilletribe.org. All such requests for clarification or change must be submitted no later than **July 23, 2024, at 2:00 p.m. PST**. CIT will consider all timely-received questions and requests for change and, if reasonable and appropriate, will issue an addendum via e-mail to all recipients to clarify or modify this RFP.

Proposer Offer, Withdrawal, and Modification

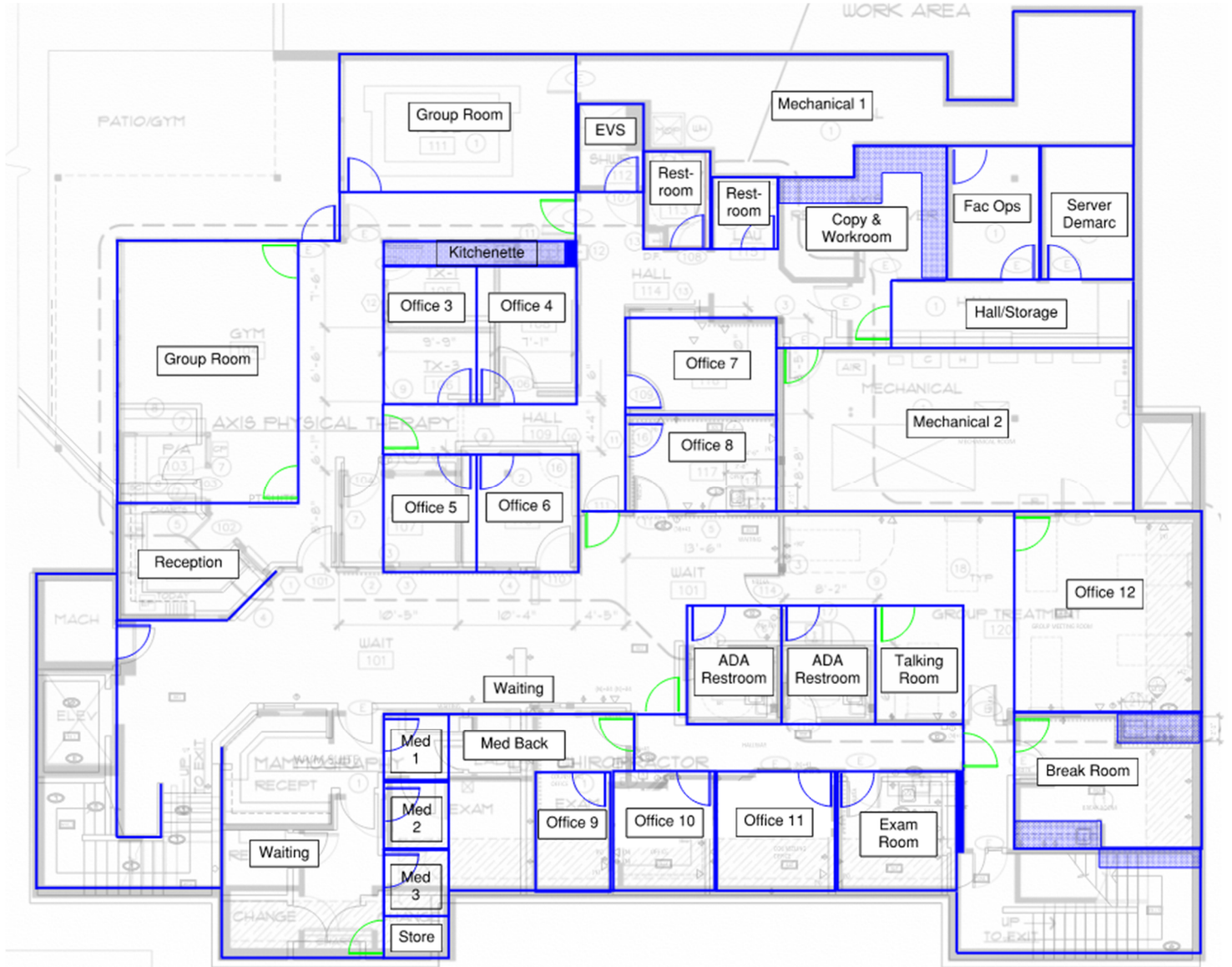
Any proposal submitted in response to this RFP will be regarded by CIT as a binding offer by the Proposer to complete the work described above for a period of ninety (90) calendar days from the date proposals are due. This period may be modified upon the mutual agreement between CIT and Proposer. Proposals may be withdrawn or modified prior to the date and time proposals are due by written request. Proposals may not be withdrawn or modified after the date and time proposals are due unless agreed to by CIT in writing.

Part 6 Reservations of Rights

The Coquille Indian Tribe reserves all rights (which may be exercised by The Tribe in its sole discretion) available to it under applicable laws, including without limitation, and with or without cause and with or without notice, the right to:

- A. Cancel this RFP in whole or in part, at any time before the execution of a contract by The Coquille Indian Tribe, without incurring any cost, obligations, or liabilities.
- B. Issue addenda, supplements, and modifications to this RFP.
- C. Revise and modify, at any time before the RFP submittal due date, the factors and/or weights of factors The Tribe will consider in evaluating RFP submittals and revising or otherwise expanding its evaluation methodology as set forth herein.
- D. Extend the RFP submittal due date.
- E. Investigate the qualifications of any firm under consideration and require submittal confirmation of information furnished by a firm.
- F. Require additional information from a firm concerning the contents of its RFP until such time as The Tribe declares, in writing, that a particular stage or phase of its review of the responses has been completed or closed.
- G. Reject at any time, any or all submittals, responses, and RFP submittals received.
- H. Terminate, at any time, evaluations of responses received.
- I. Appoint an evaluation committee to review RFP submittals or responses, make recommendations, and seek the assistance of outside technical experts and consultants in RFP submittal evaluation.
- J. Hold interviews and conduct discussions and correspondence with one or more of the firms responding to this RFP to seek an improved understanding and evaluation of the responses to this RFP.
- K. Seek or obtain data from any source that has the potential to improve the understanding and evaluation of the responses to this RFP.
- L. Waive deficiencies in an RFP submittal, accept and review a non-conforming RFP submittal or seek clarifications or supplements to an RFP submittal.
- M. The Tribe is issuing this RFP in accordance with applicable laws that allows an agreement with a private entity that demonstrates proven experience and knowledge in master planning, project management, and effective public involvement processes that will work closely with Tribal staff in the preparation of the plan.
- N. The Tribe reserves the right to terminate this process or to cancel or modify this solicitation process at any time. In no event will The Tribe or any of its respective agents, representatives, consultants, directors, officers, or employees, be liable for, or otherwise obligated to reimburse the costs incurred in preparation for this RFP or any other related costs. The prospective firms shall be fully responsible for all costs incurred in the preparation and/or presentation of the RFP submittals. The RFP submittals will become the property of The Tribe.
- O. The Tribe reserves the right to reject any or all proposals submitted or make modifications to the scope of work, subject to appropriate negotiation, during the design process.
- P. The final decision is the sole decision of The Tribe, and the respondents to this formal request have no appeal rights or procedures guaranteed to them.

Part 7 Conceptual Floor Plan



Part 8 Proposal Forms

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ATTACHMENT A - PROPOSERS CERTIFICATION

- A. The undersigned acknowledges receipt of Addendum numbers _____ through _____ or N/A.
- B. Proposer certifies it is an independent contractor as defined by ORS 670.600 and under penalty of perjury is, to the best of the undersigned's knowledge, not in violation of any local, state, or federal tax law.
- C. Proposer certifies this proposal is genuine and not made in the interest of or on behalf of any undisclosed person, firm, or corporation; Proposer has not induced any person, firm, or corporation to refrain from proposing; and Proposer has not sought by collusion or fraud to obtain for itself any advantage over any other Proposer or over CIT.
- D. Proposer certifies that the firm has no business or personal relationships with any other company or person that could be considered a conflict of interest or potential conflict of interest to CIT.
- E. Proposer agrees to make their proposal a binding offer to CIT for a period of ninety (90) calendar days from the date proposals are due.
- F. The undersigned warrants that he/she is an authorized representative of the Proposer; has read, understands and agrees to be bound by all RFP instructions, specifications, insurance requirements and contract terms and conditions contained herein (including all addenda issued for this RFP); that the information provided in this proposal is true and accurate; and that providing incorrect or incomplete information may be cause for proposal rejection or contract termination.

Legal Business Name: _____

Mailing Address: _____

Contact Person Printed Name & Title: _____

Phone Number: _____ Email: _____

Federal Tax Identification Number (FEIN): _____

State Contractor Registration Number: _____ CCB No. _____

Architect License Name/No.: _____

Engineer License Name/No.: _____

Signature: _____ Date: _____

ATTACHMENT B- Estimated Fee and Reimbursable Expenses Proposal

Preconstruction and Design services fee – lump sum \$ _____

Construction Services Fee as a Percentage of Construction _____%
 (Including any general and professional liability insurance that would be charged to the project.)

Percentage mark-up on change order work _____%
 (Including all overhead/profit and insurance costs.)

Payment Performance bond as a percentage of construction _____%

Project Personnel

List all project personnel you would assign to the project and associated costs for the duration of the project based on the schedule listed in the RFP. If a category listed below will not be assigned and/or charged as reimbursable to the project, please indicate so.

Personnel	Total Hours Assigned	Hourly Rate	Total Cost
Project Executive			
Project Manager			
Superintendent			
Project Engineer			
Estimator			
Other			
Other			
All others*			
Total Reimbursable Personnel Cost:			\$

**Insert a list of ALL other anticipated reimbursable personnel and the associated costs. If none are listed, it will be assumed that any other personnel working on the project are included in your fee.*

Reimbursable Expenses

List the reimbursable expenses for the duration of the project based on the schedule outlined in the RFP.

Item	Cost
Jobsite Office	
Travel Expenses	
Other*	
Total Reimbursable Expense Cost:	
\$	

**Insert a list of ALL other anticipated reimbursable expenses required and the associated cost.*

Name of Company: _____

Authorized Signature: _____

Date: _____