

REQUEST FOR
PROPOSALS (RFP) FOR
CIT NORTH BEND
ADMINISTRATION -
BUILDING HVAC
EVALUATION

Issue Date:
Wednesday, July
31, 2024

Proposal Due:
Thursday,
August 29, 2024
2:00 PM PST

Table of Contents

Part 1 Introduction	3
Notice	3
Changes to RFP	4
Purpose	4
Location	4
Project Schedule	4
Tribal Building Code Ordinance	4
Contract	4
Contract Requirements	5
Part 2 Scope of Services	6
Building Overview	6
Statement of Work	7
Part 3 Submission Requirements	7
General	7
Content Specifications	8
Proposal Preparation and Submission Instructions	9
Part 4 Proposal Evaluation and Award	9
Evaluation Process	9
Evaluation Criteria	9
Award of Contract	10
Part 5 Clarifications	10
Requests of Information	10
Proposer Offer, Withdrawal, and Modification	10
Part 6 Reservations of Rights	11
Part 7 Exhibits	12
Exhibit 1 – Floorplan	13
Exhibit 2 – Electrical Panel Photos	14
Exhibit 3 – Example Contract	25
Part 8 Proposal Forms	30
ATTACHMENT A - PROPOSERS CERTIFICATION	31

(page purposely left blank)

Part 1 Introduction

Notice

**THE COQUILLE INDIAN TRIBE DESIGN-ASSIST SERVICES
REQUEST FOR PROPOSALS
CIT NORTH BEND ADMINISTRATION
BUILDING HVAC EVALUATION**

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-assist services for CIT's North Bend Administration – Building HVAC Evaluation ("Project"). The purpose of this solicitation is to secure proposals from Design-Assist HVAC Contractors who have prior experience in inventory and evaluate building HVAC systems and components of facilities of similar scope and scale. **CIT will accept proposals until 2:00 p.m. PST on August 29, 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:

CIT North Bend Administration – Building HVAC Evaluation

Fauna Hill
Executive Director
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 contractor 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 Fauna Hill, Executive Director, at projects@coquilletribe.org no later than **August 22, 2024, at 2:00 p.m.**

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

RFP Issued	July 31, 2024
Last Day for RFIs	August 22, 2024 @ 2:00 p.m. PST
RFP Proposals Due	August 29, 2024 @ 2:00 p.m. PST
Notification of Intent to Award	September 6, 2024
Project Start	October 2024

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.

Purpose

The Coquille Indian Tribe is seeking to retain a Design-Assist HVAC Contractor to inventory and evaluate building HVAC systems and components in CIT’s North Bend Administration Building. The initial phase, building systems evaluation, would involve identification and prioritization of significant defects or deficiencies and provide a baseline cost estimate for recommended repairs or replacement. The second phase will involve implementation of selected corrective actions, based on initial evaluation.

Location

This project is located at CIT’s North Bend Administration Building, 3050 Tremont Avenue, North Bend, OR 97459.

Project Schedule

The following is the anticipated project timeline. A preliminary schedule is outlined below. Dates are subject to change.

Posting RFP	July 31, 2024
Last Day for RFIs	August 22, 2024 @ 2:00 p.m. PST
RFP Proposals Due	August 29, 2024 @ 2:00 p.m. PST
Notification of Intent to Award	September 6, 2024
Project Start	October 2024
Substantial Completion	December 2024

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 Contractor will schedule all such inspections and will provide reasonable advance notice to the Owner and Building Inspector of the time of such inspections.

Contract

The successful proposer will be invited to enter into a Professional Services Agreement (the “Contract”) with CIT for Phase 1 work. Contract Sample is provided in Exhibit 3 CIT reserves the right to modify any contract term or condition prior to execution. The contract will become effective upon execution by both parties.

Authorization to proceed with a subsequent phase will occur only after CIT and the Contractor have successfully negotiated the scope and cost of the contemplated Corrective Actions. The Tribe, at its sole discretion may also wish to execute a services contract with the successful contractor at the conclusion of construction to include on-going maintenance.

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

This RFP and the resulting 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. 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 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 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

Building Overview

- A. Use: Tribal Government functions, including administrative spaces and Tribal courtroom

- B. 17,260 GSF
- C. Constructed in 1970
- D. Construction Type: Typical wood-framed commercial office building. The exterior is wood siding, with a single-ply PVC roof installed in 2004.
- E. The electrical service is 120/208V, 1,200 amp, supported by eight sub-panels ranging from 50 amps to 400 amps. Pictures of panels are attached as Exhibit 2.
- F. The building has a fire alarm, data network, intercom, and both CCTV and access control security systems.
- G. HVAC systems include two rooftop packaged air conditioning units with heat pumps, and two Computer Room split system A/C units.
- H. The building has a wet-pipe fire sprinkler system.
- I. Interior finishes: carpet sheet, ceramic and vinyl tile flooring, painted gypsum board walls, tongue and groove wood panel walls, and a combination of direct-applied acoustic tiles and suspended acoustic ceilings.

Statement of Work

HVAC System Evaluation and Upgrade Scope:

- A. Conduct a systematic inventory and evaluation of building HVAC systems, equipment, and components to include descriptive assessment of physical/functional condition of the following components:
 - a. Primary air handling equipment
 - b. Air distribution
 - i. Ductwork. Insulation and support.
 - ii. Air outlets. Grills and louvers.
 - c. Water distribution
 - i. Piping insulation and support.
 - d. Controls – Temperature. Air and water flow control equipment.
 - i. Air volume controlling devices.
 - ii. Thermostats. Aqua stats, humidity controllers.
- B. List all observable system/equipment deficiencies and rank in order of priority for replacement, update or repairs.
- C. Estimate remaining service life of major system components and equipment i.e. 1,2, 5, or 10 years.
- D. Provide itemized cost estimate with breakdown of additional design support, materials and labor to correct all deficiencies necessary to extend service life of components to 5- and 10-years, respectively.

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 Part 2 of this RFP, "Scope of Services."

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.

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 Part 1 of this RFP, "Contract Requirements."
- C. Execute, provide, and comply with the Proposer's Certification (Attachment A).
- D. Provide Cost Proposal as outlined in "Cost Proposal and Fee Schedule."

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

The cover letter should include a brief history of your firm, a short biography of the lead or primary person and description of the services your firm proposes to provide CIT. Summarize in a concise manner the teams understanding of the scope of work and proposed approach, activities, and deliverables to meet the scope of work. 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-Assist Team

- A. Narrative and/or graphic that identifies the key personnel 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 time each will devote to this project during each phase.
- B. Provide proof of valid State of Oregon licensure for all team members required to be licensed by state law.
- C. State whether any member of the Design-Assist 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-Assist Team

Describe capabilities for the following:

- A. Design Support
- B. System Installation and Commissioning
- C. Intermittent Field Service

4. Cost Proposal and Fee Schedule

Provide Not-to-Exceed Cost for items outlined in Part 2 "Scope of Services".

- A. Provide Standard Fee Schedule for field technical service/installation including travel and incidental expenses.
- B. Describe payment terms, including travel and incidental expenses for the following:
 - a. Phase 1 – HVAC Systems Evaluation
 - b. Field Service/Technical Support (Installation and Commissioning, Maintenance)
- C. Provide percentage for fee/mark up on change orders.

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

Proposal Due Date/Proposals must be received by CIT no later than 2:00 PM PST, Thursday, August 29, 2024.

Proposals and questions should be submitted electronically and addressed to:

Fauna Hill
Executive Director
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. 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. Selection of candidate.
- E. CIT Tribal Council approval of contract award.

Evaluation Criteria

The Tribe will evaluate respondents based upon the written response to this RFP 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.
Cost	Overall cost, cost effectiveness, and resource allocation.
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.

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.

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 **August 22, 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 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.
- N. 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.
- O. 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 Exhibits

(Page purposely left blank)

Exhibit 1 – Floorplan

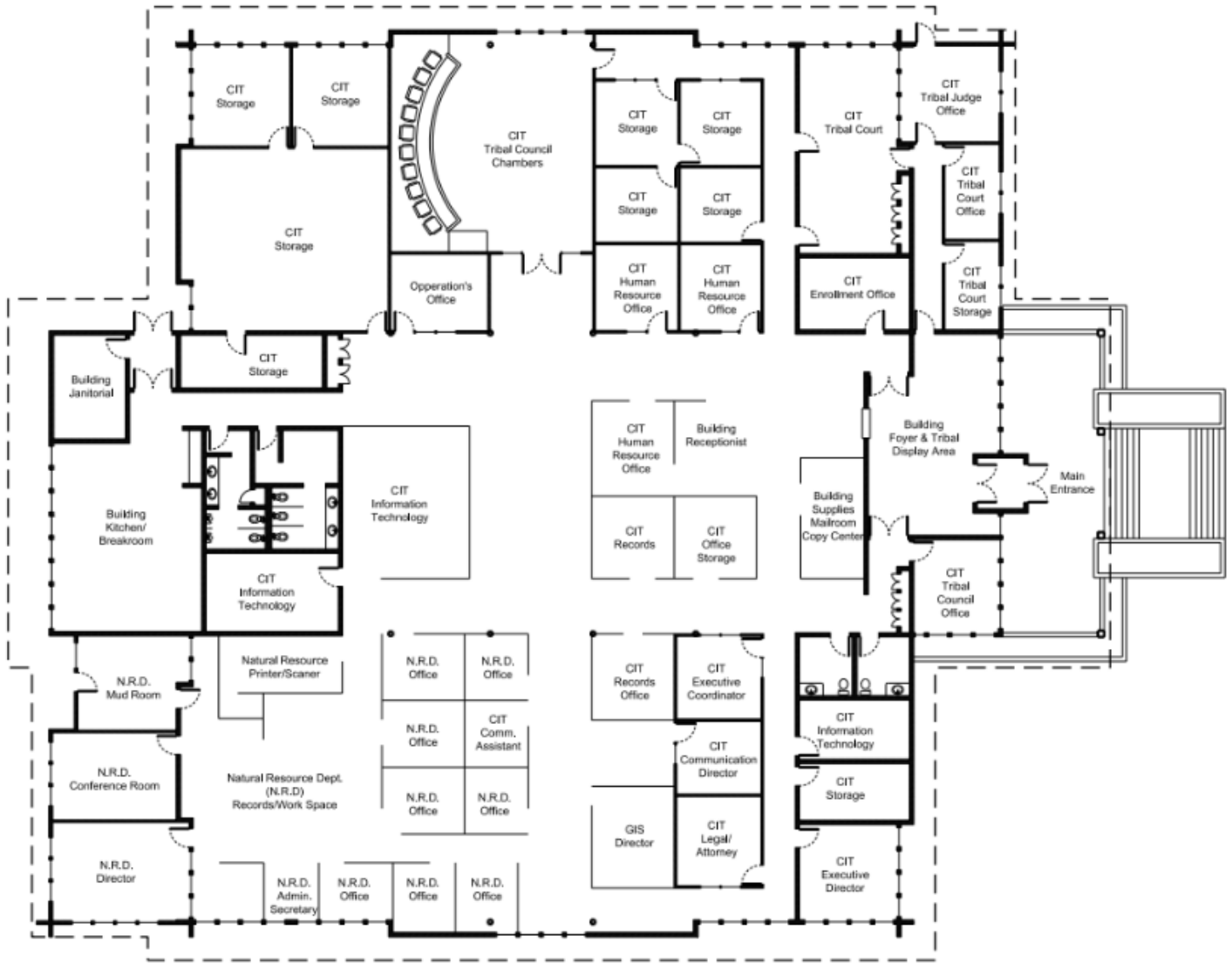


Exhibit 2 – Electrical Panel Photos























Exhibit 3 – Example Contract

(Page purposely left blank)

Coquille Indian Tribe
CONTRACT FOR SERVICES

ACCOUNTING USE ONLY
P.O. # _____
Tracking # _____

Contractor's Name: _____
As it appears on W-9

This Agreement between the Coquille Indian Tribe ("the Tribe") of 3050 Tremont Street, North Bend, OR 97459 and _____ ("Contractor") of _____ is for Contractor to provide the services to the Tribe as more fully described below.

1. Purpose.

The purpose of this Agreement is for the Tribe to hire Contractor to _____.

2. Term.

This Agreement will become effective on the date of the last signature and shall expire on _____, unless both parties sign a document extending this contract term.

3. Scope of Work and Deliverables.

[Please use paragraphs A and B, below, whenever attaching a detailed scope of work and/or budget to this agreement. Alternatively, you may write the scope of work here and delete paragraphs A and B. Feel free to ask the Tribal Legal or Financial Management Departments if any or all of the following paragraphs apply to this Agreement. *Please delete- info only.*]

- A. Attached as Exhibit A and incorporated into this Agreement, is a Scope of Work detailing Contractor's work obligations and required deliverables. The Tribe's receipt of these deliverables is a condition precedent to Contractor's compensation.
- B. Attached as Exhibit B and incorporated into this Agreement, is a Project Budget detailing the types and amounts of allowable costs authorized under this Agreement.

4. Fees & Compensation.

Subject to the provisions of this Agreement and the availability of Tribal appropriations, Contractor shall be paid an amount not to exceed \$_____ for all fees and out of pocket expenses. Contractor must submit invoices before the Tribe will authorize payment. If progress payments are authorized, Contractor may submit invoices no more frequently than monthly. The Tribe will only consider invoices including the valid Tribal purchase order number(s) assigned to this Agreement. Invoices must describe the services provided, including the dates of service, and other detail as required by the Tribe. The Tribe will pay Contractor's invoice within thirty (30) days after the Tribe authorizes Contractor's invoiced charges. Before issuing payments under this agreement, the Tribe may require Contractor to provide a completed and signed IRS Form W-9. The Tribe will not make advance payments under this Agreement.

5. Tribal Contact.

For all purposes under this Agreement, the Tribal Contact Person is _____;
Tel: (541) 756-0904; Fax: (541) 756-0847; Email: _____. Contractor must direct any question or concerns regarding any aspect of this Agreement to this Contact Person or his/her delegate.

Coquille Indian Tribe
CONTRACT FOR SERVICES

6. Contractor Contact.

For all purposes under this Agreement, the Contractor's Contact Person is _____;
Tel: () _____; Email: _____ Tribe must direct any
question or concerns regarding any aspect of this Agreement to this Contact Person or their
delegate.

7. Indemnification.

Contractor will defend and indemnify the Tribe, its members, directors, officers, employees, representatives and agents and hold each of them harmless from, against, and in respect of any and all actions, causes of action, claims, costs, damages, demands, expenses, liabilities, and losses (including legal and accounting fees and other expenses incurred in connection with any of the foregoing) resulting from, in connection with, or arising out of any one or more of the following: (a) any breach of any agreement, covenant, representation, or warranty of Contractor made in connection with this Agreement or in any agreement, instrument, or other document delivered pursuant to or in connection with this Agreement, or any violation of applicable funding conditions or regulations; and (b) any liability of the Tribe or any of its officers, directors, members, employees, representatives or agents arising from this Agreement and/or Contractor's services provided under this Agreement other than as a result of Tribe's sole negligence.

8. Assignment.

Contractor shall not assign this Agreement, in whole or in part without the advance written consent of the Tribe.

9. Limitations.

Contractor agrees to comply with applicable laws, regulations, procedures, and other requirements established by the funding agencies or the Tribe for work or use of funds under this Agreement. Contractor agrees to limit and not advise, recommend, or perform work beyond Contractor's expertise or the approved Scope of Work of this Agreement.

10. Sovereign Immunity.

Nothing in this Agreement waives the sovereign immunity of the Coquille Indian Tribe. Contractor does not have the ability or authority to waive the Tribe's sovereign immunity or consent to be sued on behalf of the Tribe.

11. Amendments.

This Agreement may be amended, modified, or changed only by mutual consent and approval, in writing, by both parties.

12. Independent Contractor.

Contractor stipulates that he/she is an independent contractor and not an employee of the Tribe; and therefore is responsible for all licenses, fees, worker compensation insurance premiums, unemployment insurance premium, permits, or taxes required as a condition for operating as a business. The Tribe will not withhold any money from Contractor's pay for taxes, FICA, FUTA, or for any other purpose. Contractor's work may be done on and/or off-site to accomplish the Scope of Work of this Agreement.

13. Termination.

Either party may terminate this Agreement at any time for any reason by sending written notice via certified or registered mail to the opposite party at the address written above. Unless a termination notice states otherwise, termination shall take effect seven days after the date of receipt of the termination notice as indicated on the registered mail receipt.

Coquille Indian Tribe
CONTRACT FOR SERVICES

14. Records Access.

Contractor agrees to provide access to books, documents, papers and records of the Contractor which are directly pertinent to the Contractor's work under this Agreement for the purpose of making audit examination, excerpts, and transcripts to the applicable Federal agencies, the Controller General of the United States, and any of their duly authorized representatives, or Coquille Indian Tribe representatives, for a time period of not less than three years from the termination and/or completion of this Agreement.

15. Coquille Tribal Jurisdiction.

Generally, and for the purposes of enforcement of rights under this Agreement, Contractor consents to the jurisdiction of the Coquille Indian Tribe, Coquille Tribal Council, and the Coquille Tribal Court.

16. Dispute Resolution.

Whenever possible, the parties shall attempt to amicably resolve disputes under this Agreement. Subject to paragraph 10 of this Agreement and its jurisdictional bar to court action between the parties, the Coquille Tribal Court shall exclusively hear all disputes arising out of or relating to this Agreement.

17. Confidentiality.

Any reports, information or data given to or prepared or assembled by the Contractor under this Agreement which the Coquille Indian Tribe requests to be confidential shall not be made available to any individual or organization without the prior written approval of the Coquille Indian Tribe's Contact identified in paragraph 5.

18. Use of Work Product.

The Coquille Indian Tribe shall own all intellectual property rights in all reports, data, plans, images, recordings, or other materials or items prepared by the Contractor.

19. Integration.

This Agreement, including all attached exhibits, contains the entire Agreement between the parties as to the above described subject matter. This Agreement supersedes all prior agreements between the parties pertaining to the subject matter.

20. Remedies Cumulative.

The rights and remedies of the Coquille Indian Tribe and the Contractor provided in this Agreement are cumulative to any other rights and remedies available under applicable law.

21. Time is of the Essence.

Time is of the essence in Contractor's performance of services under this Agreement.

22. Invalidity of Provisions.

In the event any provision of this Agreement is declared invalid or is unenforceable by a court exercising proper subject matter jurisdiction, such provision shall become void and shall not invalidate any other provision contained in this Agreement.

23. Applicable Law; Required Background Investigations.

The laws of the Coquille Indian Tribe shall govern, in all respects, the interpretation of this Agreement. While carrying out this Agreement, Contractor agrees to comply with all requirements under Coquille Tribal Law. Contractor agrees that all of Contractor's employees will submit to criminal background investigations, and if necessary, adjudications, to determine whether they satisfy the Tribe's Minimum Standards of Character.

Coquille Indian Tribe
CONTRACT FOR SERVICES

BACKGROUND CHECK QUALIFICATIONS:

Tribal Human Resources Director (or designee) shall determine whether a background check is required and initial below:

Background is required _____ Background is not required _____
 Background is on file _____

A background check is required for employees, contractors, temporary hires, and all other types of personnel, when their written or unwritten duties involve: (1) Personal interaction with children at least once per week; (2) The authority to direct, supervise, mentor, care for, detain, or control children, in any manner, or (3) Serving within the chain of command over a person described in (1) or (2), above.

24. Insurance.

Contractor must carry insurance policies offering the following minimum coverage levels, if checked as required by the Tribal Legal Department. Contractor must provide a current and valid certificate of insurance demonstrating all required coverage levels before working under this Agreement. The Tribe shall have no obligation to pay Contractor until Contractor has fully complied with this Paragraph.

<u>Not Required</u>	<u>Required</u>	<u>Type</u>	<u>Minimum Coverage Levels</u>
<input type="checkbox"/>	<input type="checkbox"/>	General Liability*	\$1,000,000 Each Occurrence \$2,000,000 Policy Aggregate \$5,000 Premise Medical
		*All covering operations, completed operations, contract disputes and personal injuries.	
<input type="checkbox"/>	<input type="checkbox"/>	Automobile	\$1,000,000 Combined Single Limit
<input type="checkbox"/>	<input type="checkbox"/>	Errors & Omissions	\$2,000,000 Policy Aggregate

Approvals:

By: Executive Director, Coquille Indian Tribe (or designee) _____ Date _____

By: [TYPE CONTRACTOR'S NAME HERE] _____ Date _____

Part 8 Proposal Forms

(Page purposely left blank)

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: _____