

**REQUEST FOR  
QUALIFICATIONS FOR  
DESIGN-BUILD SERVICES**

**FOR THE  
COQUILLE INDIAN TRIBE**

**KO-KWEL WELLNESS CENTER PROJECT**

To: Prospective Design-Builders

Subject: Request for Qualifications (RFQ) for Design-Build Services for a new Tribal Health and Wellness Center

Issue Date: January 11, 2019

Due Date: February 21, 2019

Submit Proposal to: The Coquille Indian Tribe  
Operations & Planning Department  
3050 Tremont Street  
North Bend, OR 97459

RFQ Contact: Todd Tripp  
Property & Projects Manager  
Coquille Indian Tribe  
541-756-0904  
[toddtripp@coquilletribe.org](mailto:toddtripp@coquilletribe.org)

Site Visits: By Appointment Only  
Ko-Kwel Wellness Center Project  
3050 Tremont Street  
North Bend, OR 97459

Document Availability: Electronic copy of the RFQ and all required forms and attachments may be obtained by emailing Todd Tripp at [toddtripp@coquilletribe.org](mailto:toddtripp@coquilletribe.org)

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## **I. INTRODUCTION**

### **1. NOTICE**

#### **THE COQUILLE INDIAN TRIBE DESIGN-BUILD SERVICES REQUEST FOR PROPOSALS KO-KWEL WELLNESS CENTER PROJECT**

Through this Request for Qualifications ("RFQ"), the Coquille Indian Tribe ("CIT"), is seeking competitive proposals from qualified and experienced individuals or firms (hereafter, "Proposers") for the provision of design-build services for CIT's Ko-Kwel Wellness Center ("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 3:00 pm on February 21, 2019, at CIT's Operations and Planning Department, located at 3050 Tremont Street, North Bend, OR 97459, Tribal Governance Building. Proposals should be clearly marked with the Proposer's name and address, as well as the RFQ title.

The current CIT Health Clinic was constructed in 1996; the original building was designed at 7,300 sq. ft. The site and building has undergone one expansion in 2004 which added 593 sq. ft. expanding the clinic to offer diabetes prevention and a conference room for a total of 7,893 sq. ft. In 2017 the addition of a 672 sq. ft. modular pharmacy building was sited behind the Health Clinic however, CIT has since outgrown its allocated space within the current Health & Diabetes Clinic and has established the goal of providing added services of Holistic medicine which is a form of healing that considers the whole person -- body, mind, spirit, and emotions -- in the quest for optimal health and wellness. According to the holistic medicine philosophy, one can achieve optimal health -- the primary goal of holistic medicine practice -- by gaining proper balance in life. CIT plans to add dental, vision, behavioral health, holistic wellness, pharmacy, massage therapy, acupuncture, chiropractic and potentially other types of services like homeopathy, naturopathy, psychotherapy and alternative medicine.

CIT evaluated the current building for another expansion and due to the building layout and site constraints CIT determined that it would be to the Tribe's best interest to plan for a facility that would meet the needs of the tribal community for the next 50 years. The plan is to build a new facility to the east of the current Health Clinic on land that is currently used for cranberry production. Initial preliminary site plans and a geotechnical report were conducted on the new site. The space needs for the new Ko-Kwel Wellness Center is currently estimated for a building size of 17,000 to 20,000 sq. ft. The final size will be determined during the planning & programming phase.

Electronic copies of the RFQ and all required forms and attachments may be obtained by emailing Todd Tripp at [toddtripp@coquilletribe.org](mailto:toddtripp@coquilletribe.org).

For all other questions regarding the RFQ contact Todd Tripp, Property & Project Manager, Coquille Indian Tribe, 541-756-0904.

## **2. THE COQUILLE INDIAN TRIBE – COMMUNITY HEALTH CENTER**

The Coquille Indian Tribe 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 an enrollment of 1,115 enrolled members scattered throughout the country. About 60% of the population resides in the state of Oregon and 33% reside in Coos County.

The mission of the CIT Community Health 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.

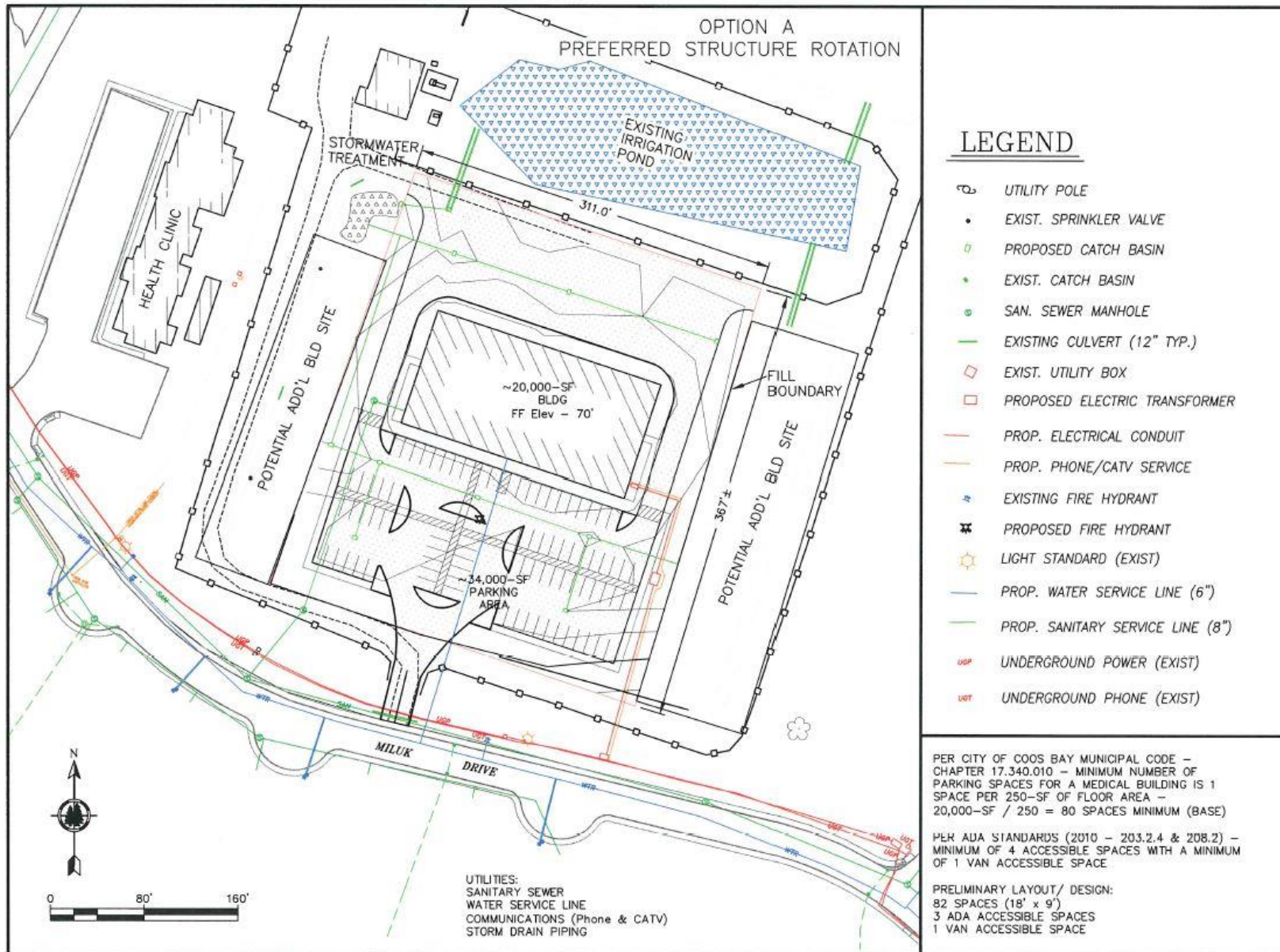
The Coquille Indian Tribe Community Health Center is recognized by the Accreditation Association for Ambulatory Health Care Inc. (AAAHC). Achieving AAAHC accreditation demonstrates a high level of commitment and effort and demonstrates the Coquille Indian Tribe Community Health Center’s dedication to providing quality health-related services. The Community Health Center initially received accreditation in 2001 and has subsequently passed national reviews in 2004, 2007, 2010, 2013, and 2016.

## **3. PROJECT OVERVIEW**

The community has unmet needs and the current facility is part of the barrier to service. The Coquille Community Health Center was constructed over 2 decades ago. Demand for Health services has grown in the past 20 years. The area is cramped, with limited capacity, and the current facility has reached capacity. Existing space cannot effectively accommodate additional service needs for families.

The new building will be designed to provide a state of the art Health & Wellness Center to include all the current services that CIT provides with the addition of dental providers, behavioral health providers, vision providers, holistic wellness providers, pharmacy space, massage therapy providers, acupuncture providers, chiropractic providers and potentially other types of services like homeopathy, naturopathy, psychotherapy and alternative medicine.

A conceptual site layout plan is shown in Fig.1 for proximity only.



**Stuntzner Engineering & Forestry, LLC**

ENGINEERING \* LAND SURVEYING \* FORESTRY  
LAND PLANNING \* WATER RIGHTS

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**Stuntzner Engineering & Forestry, LLC**

\* COOS BAY \* DALLAS \*  
\* FOREST GROVE \*

1100 Project 110-127 GRANBERY DOCUMENT FOR PERMITS/REG-DEVELOPMENT-W05  
8.7.dwg

REGISTERED PROFESSIONAL ENGINEER  
#14,441  
ORREGON  
JULY 25, 1989  
RALPH E. DUNHAM  
EXPIRES 12/31/19

DESIGNED BY:	ABM
DRAWN BY:	ABM
CHECKED BY:	RED
DATE:	AUG. 2018
REVISED:	
JOB NAME:	CIT HEALTH SITE
JOB NO:	118-127
SHEET:	2 OF 5

Figure 1 Conceptual Site Plan

**4. PROJECT BUDGET AND FUNDING**

The total development budget is \$11,000,000. Funding is contingent on an accepted application for a USDA construction loan of approximately \$6,400,000 along with \$1,000,000 CIT investment of general funds, \$3,400,000 in new market tax credits, and approximately \$200,000 or more in grant funding from various agencies. The budget is capped at \$11,000,000. This award must cover ALL costs associated with the project, including Owner FF&E. No additional funding sources will be dedicated to the project. It is the expectations that the Design Build team will work in conjunction with the Owner to determine the scope of work that will meet the primary requirements of the USDA loan, the needs of the Tribe and adhere to these financial guidelines. It is expected that the design builder will play an active role in providing alternates and options to meet the Owner’s project needs and maximize the Owner’s return on their investment. The buildings construction budget is approximately \$7,100,000 which includes site prep, utilities, A&E and building construction.

**5. PROJECT SCHEDULE**

A preliminary schedule is outlined below. It is the intent to develop an overall project schedule with the input of the design build team.

Selection of a Design-Build Team and under contract by	April - May 2019
Design	April - August 2019
Permits/Construction	June 2019 - Nov 2020
Project Close-Out	Jan 2021

**6. TRIBAL BUILDING CODE ORDINANCE**

Project designs shall be in compliance with the CIT Building Code Ordinance which follows the International Building Code. The Owner will contract with a Building Official for plan review and inspection services to evaluate and certify whether facilities constructed on the Coquille Indian Tribe reservation 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.

**7. 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 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.

The agreement contains pre-construction and construction services, described further in the Scope of Services section of this RFQ. All construction work will be authorized by 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 RFQ. 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.

## **8. 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. All construction work is subject to compliance with Davis Bacon Prevailing Wage Rates per local guidelines for Coos County and the requirements of any federal funding received for the Project. 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.

## 9. RFQ SCHEDULE

CIT reserves the right to deviate from the proposed schedule:

RFQ Schedule	Date
RFQ Issue Date	Jan 11, 2019
Deadline for Written Requests for Information	Feb 5, 2019
Last Addendum Issue Date (if needed)	Feb 7, 2019
Proposals Due	Feb 21, 2019
Evaluation of Written Proposals	Feb 28, 2019
Interviews, conducted (Proposers in Competitive Range Only)	March 2019
Selection of Candidate/Notice of Intent to Award	March - Apr 2019
Contract Execution	May 2019

## 10. CHANGES TO RFQ

Any change or clarification of the Scope of Work, procurement process, contract terms and conditions, insurance requirements or any other matter contained in this RFQ will be issued in the form of a written Addendum to this RFQ. CIT will make a good faith effort to notify interested parties of any addenda issued for this RFQ. 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.

## II. SCOPE OF SERVICES

### 1. COMPOSITION OF DESIGN-BUILD TEAM

When responding to this RFQ, the Proposer shall identify the Design-Builder, Architect(s), and sub-consultants as necessary to complete the programming phase of the work contemplated by this RFQ. At a minimum, the team should include consultants for structural engineering, mechanical, electrical, and plumbing engineering. 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, site plans, grading plans, demolition plans, interior elevations, interior partition details, room finish schedule, door schedule, project specifications; structural, mechanical, electrical, plumbing

and; evaluating materials, assemblies and systems; 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 if 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, USDA, Northwest Code Professionals Inc. for plan review & permitting and various local utility companies to gain easements and approvals as required for complete the planned improvements.
- k. Design build contractor is subject to the requirements of USDA funding; As such selected firms will need to provide necessary documentation to public agencies on behalf of CIT.

## **2. 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 RFQ and within an agreed upon specified schedule and agreed upon GMA price and contract.

## **III. SUBMISSION REQUIREMENTS**

### **1. GENERAL**

Proposals submitted in response to this RFQ shall be of sufficient length and detail to demonstrate the Proposer has a thorough understanding of the needs of the Project described in this RFQ. Proposals should address the submittal requirements of this RFQ in a clear, succinct and direct manner. Proposals submitted in response to this RFQ 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 RFQ, "Scope of Services." Proposals shall include a proposed project schedule as part of the submittal requirements of this RFQ.

## **2. 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 decision will be final, and is not subject to appeal. For the purposes of this RFQ, 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 of the obligations outlined in this RFQ.

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 RFQ, "Insurance Requirements".
- C. Execute, provide, and comply with the Proposer's Certification (Attachment A).

### **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 a brief description of the services your firm proposes to provide CIT. Additionally, include the mailing address, phone and 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 RFQ, 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 RFQ. 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. Project Approach**

Describe the Design Builder's approach to completing the work. Address both pre-construction and construction activities. This section provides an opportunity to present detailed project management strategies.

### **5. 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 12 month construction schedule.
- d. Provide percentage for fee/mark up on change orders.
- e. The USDA funding for this project requires a 100% payment and performance bond. Provide evidence of bonding capability and the cost of the bond as a percentage of construction cost.
- f. It should be assumed that the selected firm may be restricted from bidding on self performed trade work due to federal procurement requirements. If allowed by USDA the selected firm will still be required to obtain competitive bids for all trade work they self perform.

### **6. Tribal Preference/Tribal Employment**

Any proposals submitted by an Indian Owned Business (IOB) will be awarded 5 additional points. All IOBs must be certified by the CIT prior to proposal submission and a copy of this certification submitted with proposal. 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.

### 3. PROPOSAL PREPARATION SUBMISSION INSTRUCTIONS

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

- a. **Proposal Due Date / Proposals must be received by CIT no later than 3:00 PM on Feb 21, 2019** local time. Proposals may be submitted electronically via email [toddtripp@coquilletribe.org](mailto:toddtripp@coquilletribe.org) with hard copies to follow no later than 24 hours of the due date and time. Respondents are responsible to ensure receipt of electronic submission by the specified due date.
- b. **Number of hard Copies/ Submittal Format:**
  - a. One (1) original proposal
  - b. Eight (8) color photocopies
  - c. One (1) electronic copy, on USB flash drive, in either Adobe Acrobat or Microsoft Word.

**The original proposal must bear an original ink signature and shall be marked "ORIGINAL."** Proposals must be submitted in a sealed package or envelope. To ensure proper identification and handling, all such package or envelope must be **clearly marked** with the following:

RFQ: Design-Build Services  
Ko-Kwel Wellness Center  
Proposer's Name and Address

Mailing Address:  
Coquille Indian Tribe  
3050 Tremont Street  
North Bend, Oregon 97459

CIT shall not be liable for or required to accept any lost, late or improperly marked proposals.

**There will be no public opening of the proposals.**

## IV. PROPOSAL EVALUATION AND AWARD

### 1. 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.

## 2. EVALUATION CRITERIA

<b>Evaluation Criteria</b>	<b>Points</b>
Experience with Native American Tribes or Organizations	10
Past Project Performance, in terms of Cost Control, Quality of Work, and Compliance w/Performance Schedules	15
Specialized Health Care Construction Experience of Design-Build	35
Demonstration of expertise and Experience in Working as a Team w/Proposed Consultants and Subcontractors	15
Proposed Management Fees and Services.	20
Tribal Preference	5

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.

### 3. Written Proposal Evaluation

A Selection Committee will be formed to evaluate responsive proposals and shall apply the evaluation criteria and scoring set forth above. 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 will provide written notice of the Competitive Range to all Proposers. CIT may in its sole discretion find that proposals not adhering to all terms and conditions of this RFQ, 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.

### 4. Interviews

During the review of proposals CIT may ask for additional information and request face-to-face interviews for the top three candidates. The Contracting Officer 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.



## **5. 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.

## **V. CLARIFICATIONS**

All requests for clarification or change regarding any technical, procedural, contractual or insurance requirement(s), or any other matter regarding this RFQ must be submitted **in writing via e-mail** to [toddtripp@coquilletribe.org](mailto:toddtripp@coquilletribe.org). All such requests for clarification or change must be submitted no later than 3:00 PM (PST) fourteen days prior to the due date. 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 RFQ.

### **Proposer Offer, Withdrawal and Modification:**

Any proposal submitted in response to this RFQ 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 to the Solicitation Coordinator for this RFQ. Proposals may not be withdrawn or modified after the date and time proposals are due unless agreed to by CIT in writing.

## **VI. RESERVATIONS**

CIT herein expressly reserves the following rights:

1. To negotiate separately with any source whatsoever in any manner necessary to serve the best interest of CIT. CIT intends to award a contract on the basis of quality of services offered, qualifications, experience, accessibility, communication skills and cost.
2. To consider the competency and reputation of respondents and of their proposed sub-consultants in making the award.
3. To use any information or reference we may discover, including information based upon our own experience, in evaluating any proposal.
4. In the event any respondent or respondents to whom the contract is awarded shall default in executing said formal contract or in furnishing satisfactory Errors and Omissions Insurance coverage within the time and in the manner hereinafter specified, to re-award the contract to another respondent or respondents.
5. To make such changes or corrections in plans, specifications, or quantities as it

- may deem necessary or desirable prior to the proposal opening. Prospective Proposers will be notified of such changes in writing by addenda.
6. To cancel the contract upon written notice at any time CIT, in its sole judgment, determines that the design team is not meeting the needs of CIT.
  7. CIT will in no case be responsible for any costs incurred in preparation of the proposal or any loss or unanticipated costs, which may be suffered by the Respondent as a result of the failure to fully inform themselves in regard to all conditions pertaining to the completion of the Project.
  8. CIT shall not be responsible for any costs incurred by Proposers in the preparation or submission of a proposal to this RFQ, including costs associated with any meeting, demonstration, interview or subsequent negotiations that may be requested or required.
  9. CIT shall not be liable for any lost, late or improperly marked proposals. Respondent shall include all required Representations and Certifications; and acknowledge receiving amendments by number.
  10. CIT reserves the right to request individual Proposers to provide information to clarify their proposal or obtain additional information about specific point(s) of their proposal. Failure by the Proposer to provide such requested information in a timely manner may cause an adverse impact on the evaluation of the proposal, including rejection of the proposal as non-responsive.
  11. To reject any or all proposals and to waive informalities in proposals if it is in CIT's best interest to do so or make modifications to the scope of work, subject to appropriate negotiation, during the assessment process.
  12. To make the award based on its best judgment as to which proposal best meets CIT's expectations balancing the highest standards of quality, innovation and services with the best cost.
  13. All materials submitted by Proposers shall become the property of the CIT.
  14. Verbal modifications to the RFQ specifications shall not be binding upon CIT.
  15. CIT may cancel, delay or suspend this solicitation at any time and for any reason.
  16. Failure to fully and truthfully disclose the information requested in this RFQ may result in the disqualification of a proposal or termination of a contract, once awarded.

## **VII. ATTACHMENTS**

**ATTACHMENT A  
PROPOSERS CERTIFICATION**

1. The undersigned acknowledges receipt of Addenda Numbers \_\_\_\_ through \_\_\_ or N/A.
2. 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.
3. 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.
4. 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.
5. 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.
6. The undersigned warrants that he/she is an authorized representative of the Proposer; has read, understands and agrees to be bound by all RFQ instructions, specifications, insurance requirements and contract terms and conditions contained herein (including all addenda issued for this RFQ); 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.

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Printed Name & Title: \_\_\_\_\_

Phone Number: Email Address: \_\_\_\_\_

Legal Business Name: \_\_\_\_\_

Mailing Address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Federal Tax Identification Number (FEIN): \_\_\_\_\_

**Attachment B**  
**Estimated Fee and Reimbursable Expenses Proposal**  
**Ko-Kwell Wellness Center Project**

Lump Sum

Preconstruction and Design services fee - lump sum \$ \_\_\_\_\_

Percentage %

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 and 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 that.

NAME OF COMPANY: \_\_\_\_\_ AUTHORIZED SIGNATURE: \_\_\_\_\_ DATE \_\_\_\_\_

Personnel	Total Hours Assigned	Hourly Rate	TOTAL Cost
Project Executive			
Project Manager			
Superintendent			
Project Engineer			
Estimator			
Other			
Other			
Insert a list of ALL other anticipated reimbursable personnel and the associated costs.			
If none are listed it is will be assumes any other personnel working on the project is included in your fee.			

**TOTAL Reimbursable Personnel Cost: \$ \_\_\_\_\_**

**Reimbursable Expenses**

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

Jobsite Office / Office Furnishings / Supplies	
Phone (Mobile / Land)	
Copy Machine / Fax	
Postage / Copies	
Travel Expenses	
Other	
Insert ALL other anticipated reimbursable expenses required and the associated cost.	

**TOTAL Reimbursable Expense Cost \$ \_\_\_\_\_**