REQUEST FOR PROPOSAL

FOR

CONSTRUCTION PROJECT MANAGEMENT SERVICES

JEFFERSON COUNTY SCHOOL DISTRICT 509J
JEFFERSON COUNTY, OREGON

&

THE CONFEDERATED TRIBES OF THE WARM SPRINGS RESERVATION OF OREGON

Date Due: August 9, 2012
Time Due: 4:00 PM, P.D.T.

Jefferson County School District 509-J
445 SE Buff Street
Madras, Oregon 97741

The Confederated Tribes of the Warms Springs Reservation of Oregon
1233 Veterans Street
Warm Springs, OR 97761
REQUEST FOR PROPOSALS

The Confederated Tribes of the Warm Springs Reservation of Oregon (CTWS) and the Jefferson County School District 509-J (509-J) requests proposals from qualified firms for construction project management services for the construction of an approximately 80,000 square foot K-8 school built on approximately 20 acres in Warm Springs Oregon, with a total project budget of $21,312,047. The project management services would include representing both the CTWS and 509-J. The CTWS and 509-J will jointly fund the construction of the project. Services are to begin September 1, 2012 upon award of contract and are anticipated to complete in January 1, 2015. Request for proposal packet, specifications, and clarifications are available by contacting 509-J: Darryl Smith, Telephone (541) 475-6192; Fax (541) 475-6856; E-mail (darryl.smith@509j.net); and can be accessed online at (http://jcsd.k12.or.us/). Sealed proposals shall be received no later than 4:00 p.m., P.D.T., August 9, 2012, at:

Jefferson County School District
Attention: Darryl Smith
445 SE Buff Street
Madras, Oregon 97741

The CTWS and 509-J may reject any proposal not in compliance with prescribed procedures and requirements and may reject for good cause any and all proposals upon a finding of and the CTWS and 509-J that it is in the public interest to do so. This proposal is subject to Indian preference.

Darryl Smith, Director of Operations
Jefferson County School District
CONSTRUCTION PROJECT MANAGEMENT SERVICES

SECTION I - INSTRUCTIONS TO PROPOSERS

A. Announcement of Request for Proposals

The Board of Directors of Jefferson County School District 509-J (509-J), Jefferson County, Oregon and The Tribal Council of The Confederated Tribes of the Warm Springs Reservation of Oregon (CTWS), Warm Springs, Oregon will receive sealed proposals at the Jefferson County School District Administrative Building, 445 SE Buff Street, Madras, Oregon 97741, until 4:00 p.m., P.D.T., Thursday, August 9, 2012, for Construction Project Management Services as described in the accompanying documents.

At 4:05 p.m., P.D.T., Thursday, August 9, 2012 in the 509-J Board Conference Room, Jefferson County School District Administrative Building, 445 SE Buff Street, Madras, Oregon 97741, disclosure of submitted proposers, as indicated above, will be announced and all persons are invited to attend.

B. Format of Proposal

IMPORTANT NOTICE: The CTWS and 509-J take the proposal process seriously, and it is their intent to solicit proposals that are accurate and that each proposer intends to honor. Proposers are expected to submit proposals that are accurate, complete and contain all terms and conditions that they feel are necessary. If after submitting a proposal, the proposer finds changes are necessary, the proposer may change or withdraw their proposal any time up to the time of the proposal opening. However, after the opening, the proposal MAY NOT be changed or altered in any way. If accepted, a proposal is considered noncancellable and the proposer will be expected to honor a binding contract. If for any reason the proposer does not perform, the CTWS and 509-J can be expected to take whatever action it believes appropriate, including but not limited to, the removal of that proposer's name from future bid lists.

A Request for Proposals is allowed under Oregon Administrative Rules and Warm Springs Tribal Administrative Rules Chapter 125 for certain goods or services. This Request for Proposals allows proposers the opportunity to submit to the District and the Tribes the proposal or proposals that they feel will best serve the interests of the CTWS and 509-J.

Proposers shall provide eight (8) copies of their proposal and all attachments, and
one (1) Electronic PDF copy (via CD or USB device). One must be designated "original" and contain all required signatures.

All proposals shall be sealed in an envelope or package and addressed as follows:

Jefferson County School District 509J  
Attention: Darryl Smith, Director of Operations  
445 SE Buff Street  
Madras, Oregon 97741

In addition, the name and address of the proposer and the title of proposal IDENTICAL in wording to that appearing on the cover of these specifications MUST appear on the outside of said envelope. (i.e., PROPOSAL: Construction Project Management Services).

All proposals must be received at the Director of Operations Office of Jefferson County School District 509-J no later than the date and time specified on the request for proposals. The District WILL NOT be responsible for proposals delivered by either Proposer, Postal Department, or any other means to any location other than the Director of Operations Office.

The proposal sheet of these specifications shall be signed with ink or indelible pencil, as follows:

(1) In the case of an individual proposer, by such individual proposer.

(2) In the case of a partnership, the name of the partnership must appear on such proposal and it shall be signed in the name of such partnership by at least one partner. In addition to such signature, the names of all partners shall be stated in the proposal.

(3) In the case of a corporation, the corporate name shall be subscribed by the president or other managing officer, and there shall be set forth under the signature of such officer the name of the office he or she holds or the capacity in which he acts for such corporation.

Facsimile and email transmissions will not be accepted.

C. Prohibition of Alterations

Proposals that are incomplete or conditioned, or that contain any erasures, alterations, or that contain irregularities of any kind, or that are not in conformity with the law may be rejected.

D. Equal Employment Compliance Requirement

By submitting this proposal, the proposer certifies conformance to the applicable Federal Acts, Executive Orders and Oregon Statutes and Regulations concerning Affirmative
Action toward equal employment opportunities. All information and reports that are required by the Tribal, Federal, or Oregon Governments having responsibilities for the enforcement of such laws shall be supplied to the CTWS and 509-J upon request, for purposes of investigation to ascertain compliance with such acts, regulations and orders. 509-J and CTWS are equal opportunity employers. Women and minority businesses, in particular Native American owned businesses (see Attachment A), are encouraged to apply for this contract.

E. Protest of Specifications

Any protest of a specification herein contained must be in writing and must indicate in detail the reason(s) for the protest and a suggested change in wording or specifications that would remedy the cause for protest. All protests must be received at the office of the Jefferson County School District 509-J, Director of Operations Office, as indicated for proposals on the cover, by 1:30 P.M. ONE (1) WEEK PRIOR to the official opening. All complaints received prior to said time will be reviewed and acknowledged.

Those complaints deemed by the Evaluation Committee to have merit will be given consideration and, where applicable, a change in specifications or a delay in the opening may be granted by the submission of an Addendum, issued by the District and the Tribes, to those of record holding specifications.

Those complaints not deemed by the Committee worthy of changing said specifications or delaying said opening will be given consideration, and the individual or company will be notified as to the reason, along with the date and time the Recommendation of Award will be submitted to the CTWS and 509-J for award. Said complainant may then wish to attend the CTWS and 509-J meeting and make a presentation to the CTWS and 509-J for consideration. In the event said Proposal is not required to be submitted to the CTWS and 509-J for award, said complainant will be given the opportunity to appear before the Evaluation Committee prior to the award.

Should vendors feel that any specification limits competition, they are encouraged to follow through with their "Protest of Specifications" as outlined.

F. Pre-qualification of Proposers – Not required

G. Duration of Proposals

Said proposal is considered noncancellable by both parties.

1. No proposer may withdraw his proposal after the hour set for the opening thereof or before award of the Contract, unless said award is delayed for a period exceeding ninety (90) days.

2. An award of the contract to any proposer shall not constitute a rejection of any other proposal.

H. Transfer or Assignment
Neither this contract nor any interest therein shall be transferred to any other party or parties, and in case of such transfer, the CTWS and 509-J may refuse to carry out this contract, either with the transferor or the transferee. All rights of action for any breach of this contract by a successful proposer are reserved to the CTWS and 509-J. No officer of said the CTWS and 509-J, nor any person employed in its service, is, or shall be, permitted any share or part of this contract or any benefit which may arise here from. The successful proposer further agrees to make payment promptly as due, to all persons supplying labor or material for the implementation of the work provided for herein. The successful proposer shall not permit any lien or claims to be filed or prosecuted against the the CTWS and 509-J for or on account of any labor or material furnished aforesaid.

I. Contract and Insurance Coverage

Within ten (10) business days after receipt of notice of proposal award, the proposer to whom the contract is awarded, shall execute a formal, written contract and shall furnish a certificate of insurance meeting the CTWS and 509-J specifications; provided, that the formation of said contract shall not be complete and the CTWS and 509-J shall not be liable thereon until said formal written contract has been executed both by the successful proposer and by the CTWS and 509-J and said Certificate of Insurance, properly executed, has been delivered to and accepted by the CTWS and 509-J. The contract will be drawn by the CTWS and 509-J in conjunction with the contractor.

J. Interpretation of Specifications

No officer or employee of the CTWS and 509-J has any authority to place any interpretation, either verbal or written, upon the foregoing or annexed specifications.

K. Acceptance of Condition

Each proposer, by the submission of a proposal, assents to each and every term and condition set forth anywhere in these specifications and agrees to be bound thereby.

L. Evaluation

The proposals shall be subjectively evaluated by the Committee with points assigned based upon desirable features. Those proposals submitted that do not meet mandatory requirements outlined in Instruction to Bidders and Specifications will not be rated.

The Evaluation Committee shall consist of (eight total):

1. Two CTWS Council Members
2. Two 509-J Board Members
3. CTWS Secretary Treasurer/CEO
4. 509-J Superintendent
5. CTWS Chief Operations Officer
6. 509-J Director of Operations

The role of the Evaluation Committee shall include a complete review of all documents
submitted and may include conferring with selected clients of the proposing firm(s). It may also involve meeting with those firms selected to review their proposals. The CTWS Tribal Council and the 509-J Board of Directors will make the final decision on hiring a construction project management firm or firms.

Evaluation Committee members may not be contacted or solicited by any firm or individual submitting proposals during the proposal solicitation and review process, with the exception of the facilitator in accordance with the directions herein.

M. Criteria

All proposals from qualified firms that provide all the minimum required qualifications will be evaluated on the following criteria:

1. Recent successful experience in school construction project management by the proposed lead program manager. (20 points)
2. Demonstrated knowledge of schools and tribal governments. (20 points)
3. Demonstrated reason why your firm, individual or organization wants to assist the CTWS and 509-J. (20 points)
4. Knowledge and understanding of the required services as shown through the proposed approach to staffing and scheduling needs. (10 points)
5. Fee structure. (10 points)
6. Geographic proximity to the project or the area where the services will be performed. (10 points)
7. Recent successful experience in school construction project management by the proposing firm. (5 points)
8. Native American owned business. (5 points)
9. Written comprehensive proposal (5 points)

In addition to the above basic criteria, the following factors will be reviewed and considered:

1. Motivation
2. Professionalism
3. Philosophy of service

In those cases where it is felt that a clearer understanding of the proposal is in order, the CTWS and 509-J, through the Evaluation Committee, reserves the right to invite one or more proposers to present their proposals, in person, to the Committee.

The selection committee will invite the top selected proposers to interview. Interviews will be conducted separately and only the resulting ranking will be considered in the selection of the consultant.

N. Disclosure

Proposals will be considered confidential materials and will not be made a part of the public record until after the evaluation process is completed. Said files including the evaluation report will then be available for public review.
O. Disclosure of Intent

No employee or elected official of the CTWS and 509-J may own more than 5% of a business that is submitting a proposal on any awards with the District unless it is fully disclosed in the proposal documents.

P. Reservations of Right

The CTWS and 509-J herein expressly reserves the following rights.

1. To negotiate separately with any source whatsoever in any manner necessary to serve the best interest of the CTWS and 509-J. The CTWS and 509-J does not intend to award a contract solely on the basis of any response made to this request for proposals or in any way to pay for information solicited or obtained. The information obtained will be used in determining what seems to best serve the interest of the CTWS and 509-J.

2. To reject any or all proposals as permitted by Oregon Statute or Tribal or District Administrative Rule and to waive informalities in proposals.

3. To consider the competency and responsibility of proposers and of their proposed subcontractors in making the award.

4. In the event any proposer or proposers to whom the contract is awarded shall default in executing said formal contract or in furnishing satisfactory insurance coverage within the time and in the manner hereinafter specified, the District/Tribes may re-award the contract to another proposer or proposers.

5. In the event only one proposal is received, the Project Facilitator may, at his election, return the proposal unopened.

6. To make the award based on its best judgment as to which proposal best meets the CTWS and 509-J expectations of a program of the highest quality and innovation within budgetary guidelines.

7. To make such changes or corrections in plans, specifications, or quantities as it may deem necessary or desirable prior to the proposal opening. Proposers will be notified of such changes in writing by addenda mailed to the address on file in the Director of Operations Office.

8. To cancel the contract upon written notice at any time the CTWS and 509-J, in its sole judgment, determines that the provider is not meeting the needs of the CTWS and 509-J

Q. Incurred Costs:

The CTWS and 509-J are not liable for any costs incurred by providers in the preparation and presentation of their proposals. Proposals should be prepared simply and
economically, providing a straightforward, concise description of provider capabilities to satisfy the requirements of the proposal. Special bindings, colored displays, promotional materials, etc., are not desired. Emphasis should be on completeness and clarity of content.

The CTWS and 509-J are not responsible for any costs of any proposers incurred while submitting Proposal, and all proposers who respond to solicitations do so solely at their own expense.

R. Protest of the award:

Protest of the award of the project to any particular contractor shall be presented to the District’s Director of Operations in writing within five (5) calendar days of the award of the contract.

Such protests shall explicitly state the reason for the protest and explain how the protesting party has been prejudiced. No protest against the award of the contract shall be considered after the deadline established for submitting such protest. The time for submitting such protests shall commence to run upon contractor’s receipt of notice from the CTWS and 509-J as to the award of the contract. Unless earlier receipt is established, receipt of notice of award of the contract shall be deemed to have occurred no later than three (3) days following the mailing of written notice to contractor addressed to contractor’s address as stated in contractor’s proposal.

Upon receipt of any such complaint, District Director of Operations shall consider same and may hold in abeyance the completion of final contract documents until consideration of the protest and issuance of any determination on the protest, which may include, a denial thereof, a re-opening of the proposal process, or any other appropriate remedy as the circumstances may suggest.
A. Introduction to the Jefferson County School District 509-J and The Confederated Tribes of the Warm Springs Reservation of Oregon

1. The District

Jefferson County School District 509-J serves the communities of Madras, Warm Springs Reservation, Metolius and Antelope with seven schools, 2,900 students, grades K-12 and 400 staff members. The district is proudly among the most culturally diverse in Oregon with equal populations of Native America, Hispanic, and Caucasian students.

The Tribes

The Confederated Tribes of the Warm Springs Reservation of Oregon is a federally recognized Indian Tribe located in the north central part of Oregon, 104 miles south of Portland and 60 miles north of Bend, with tribal headquarters located just off Highway 26 in the community of Warm Springs. The Reservation consists of 640,000 acres and is home to three (3) tribes, the Warm Springs, Wasco, and Paiute Tribes, with each Tribe having their own diverse history and heritage. Currently there are approximately 5,062 enrolled Tribal Members, 838 Tribal employees, and a population of approximately 4,130 living in the community.

2. The Schools

Jefferson County School District operates one primary, one intermediate, two elementary, one K-8, one middle school and one high school.

3. The Administration

The District is administered under Oregon statutes as a unified school system with a five-member Board. The Superintendent is the chief executive officer of the school district and, as part of his duties, is responsible for all non-instructional support services. In the area of support services, the Superintendent is assisted by the Director of Human Resources and Operations.

Tribal Administration

CTWS operates pursuant to a Constitution and By-laws and a Corporate Charter
adopted by the tribal membership in 1938 pursuant to the Indian Reorganization Act of 1934. The governing body is an eleven-member Tribal Council made up of eight members elected for three year terms representing three voting districts on the Reservation (Simnasho, Agency and Seekseequa) and three chiefs representing the three tribes in the confederacy for lifetime terms. The Tribal organization is headed by the Secretary-Treasurer and the Chief Operating Office. The Tribal government provides essential governmental services on the Reservation including but not limited to public safety (police, fire and ambulance services), a court system exercising criminal and civil jurisdiction, social services (child welfare, community counseling, general welfare assistance, etc.), health care services, educational services including early childhood education, utilities services, natural resources protection and management. In addition the Tribe owns and operates several enterprises including Warm Springs Forest Products Industries, Warm Springs Power and Water Enterprises, Warm Springs Composite Products, Kah-Nee-Ta Resort, Indian Head Casino, Warm Springs Credit Enterprises, and others.

4. The Required Services

The CTWS and 509-J are seeking high quality construction project management services (see Paragraph C: Scope of Services) at a competitive price.

5. The Proposal

To provide the CTWS and 509-J with the information necessary to select the most qualified firm for these services, this Request for Proposal (RFP) is being solicited from firms interested in and qualified to provide construction project management services. The RFP format outlines the information that must be submitted by each firm in order to be considered for selection. However, simply responding to this RFP is not sufficient to guarantee appointment. Specific information regarding document submittal procedures and due dates will be found in the section "Instructions to Proposers."

B. Present District/Tribe Situation

The District passed a construction bond in the amount of $26,700,000 in May, 2012, of which $10,656,075 is set aside for the construction of a new K-8 School Building located in Warm Springs. CTWS approved a tribal referendum on July 12, 2012 authorizing the financing and expenditure of up to $10,656,075 for construction of the new K-8 school building. Utilizing equal contributions from the District and the Tribe, the total project budget of $21,312,047 for the construction of an approximately 80,000 square foot K-8 school building with supporting athletic facilities. The Tribe may finance a portion of their construction costs through the U.S. Department of Agriculture-Rural Development.

C. Scope of Services - Mandatory

The CTWS and 509-J are requesting construction project management services for the project mentioned above, beginning September 1, 2012 through January 1, 2015.
The responsibilities listed below are required in a package of construction project management services:

1. General: The construction project management firm will provide technical, clerical and managerial staff assistance to The CTWS and 509-J for the specific tasks described hereunder for the project.

   1.1 Act as owners’ representative during all phases of the development. Provide services that are in the owners’ best interest.

   1.2 Generate and distribute throughout all phases management information reports detailing project progress, schedule and financial status.

   1.3 Attend public meetings as a representative of the District and the Tribes.

   1.4 If required establish under the direction of the Director of Operations, an in-district capital construction office, including maintenance of related records, documentation, design data, drawings, correspondence, etc., pertaining to the program.

   1.5 Assist owner in the development of the educational program specifications and convey owner program selections into design criteria to be used by the design teams.

   1.6 Provide management and adherence to all local and tribal, and applicable state and federal entity rules, and regulations. Serve as the owner’s representative in all matters with regulative authorities.

   1.7 Coordinate material specification selections with owner’s facility management staff to assure installation of products not requiring high maintenance.

   1.8 Provide regular presentations/tours to the District School Board and Tribal Council in addition to written summations.

2. Pre-Design Phase Activities

   2.1 Establish master budget and schedule parameters, and detailed budget and schedule for the project. Upon beginning of construction, an updated budget will be presented to the District and the Tribes on at least a monthly basis.

   2.2 Establish for the project the contracting strategy.

   2.3 Establish project accounting and reporting procedures in support of the District and Tribes management information needs.
2.4 Develop standard forms of consultant agreements with the District and the Tribes for: architect-engineer, survey, inspection and testing, asbestos abatement, geo-technical services, and other owner consultants.

2.5 Assist in the selection of the foregoing consultants and negotiation and administration of their contracts on behalf of the District and the Tribes.

3. Design Phase Activities:

3.1 Assist in the administration of the design consultant agreements.

3.2 Establish and implement cost monitoring, saving and control procedures.

3.3 Monitor design progress for conformance to the master schedule milestones, and update the master schedule as required.

3.4 Review all design documents throughout schematic design development and construction documents. Provide owner and design team(s) with alternate materials and/or methods that are in the best interest of the owner. Assist owner in coordination of value analysis and material/system tradeoffs in support of the design effort.

3.5 Provide cost management by review of estimates prepared by independent consultants for compliance with budget parameters. In the event of any apparent cost overrun, immediately notify the District and the Tribes of the circumstances and corrective action to be taken.

3.6 Coordinate periodic design review meetings, ensuring appropriate user and/or public participation.

3.7 With the architects, develop the contract for construction, including the General Conditions, Supplementary General Conditions, General Requirements, and Instructions to Bidders.

3.8 Verify proper coordination of separate construction contracts, if any, and incorporation of District/Tribes-furnished materials, equipment and furniture into general contracts.

3.9 Coordinate the preparation of independent constructability review of the completed construction documents. Provide specifications for owner-furnished materials that are complete and ready for competitive bid, in compliance with applicable State of Oregon Purchasing Policies, District Purchasing Procedures, and Warm Springs Administrative Rule Chapter 125.

3.10 Provide owner with various construction options and implement methods selected by owner that may involve cost savings, accelerated construction or other benefits to the owner.
4. Bid and Award Phase Activities:

4.1 Assist the architect in preparation of the bid advertisement, and issue of the bid documents and addenda.

4.2 With the architect conduct the Pre-Bid Conference.

4.3 With the District and the Tribes, receive and evaluate the bids, and make recommendations regarding contract award.

4.4 Coordinate the issue of the appropriate form of contract, notice-of-award, and notice-to-proceed to the contractor(s).

5. Construction Phase Activities:

5.1 With the architect conduct the Pre-Construction Conference.

5.2 Prepare and implement procedures for administration of the construction contract by both the architect and District/Tribes.

5.3 Conduct weekly site progress meetings, and prepare and distribute meeting minutes.

5.4 Coordinate and expedite the processing of contractor change proposals and time extension requests.

5.5 Evaluate and recommend District/Tribes action regarding change proposals and time extension requests.

5.6 Conduct daily on site observation of work in progress for compliance with the contract documents. Recommend corrective action for work found not in compliance, and monitor contractor response.

5.7 Coordinate the work of the independent testing and inspection agencies.

5.8 Analyze contractor claims, if any, and recommend District/Tribes action.

5.9 Assist in contract substantial completion and close-out activities.

5.10 Coordinate District/Tribes occupancy of completed facilities.

5.11 Receive contract close-out documentation, and with the architect recommend final acceptance to the District/Tribes.

5.12 Advise District/Tribes and coordinate building commissioning activities for all new building construction.
D. Contractual Agreement

1. Payment

The CTWS and 509-J desire to enter into an agreement with the service provider based upon the pricing described in the proposal. Monthly payment shall be made after satisfactory performance of the contractual services, in accordance with all of the provisions thereof, and within thirty (30) days of receipt of a properly completed invoice.

2. Type of Agreement

The CTWS and 509-J intend to enter into a contractual agreement with the construction project management firm based on the pricing information included in this proposal.

3. Duration of Agreement

The contract will be awarded for the duration of the assigned project subject to applicable ORS, OAR, Warm Springs Tribal Administrative Rules Chapter 125, and all other applicable rules.


The contract must provide that the CTWS and 509-J, and its duly authorized representatives shall have access to the Contractor’s books, documents, papers and records directly pertinent to the contract for the purpose of making audit, examination, excerpts and transcripts.

The contract must include a provision indicating that subcontracts for any of the work scheduled under the contract may not be entered into without prior written approval from the CTWS and 509-J.

5. Contract Amendment

Provided the original contract allows for the particular amendment and the services provided under the amendment are included within the scope of the project.

6. Insurance

General Liability Insurance

This coverage shall include Contractual Liability insurance for the indemnity provided under this contract. The following limits of insurance will be carried:

<table>
<thead>
<tr>
<th>Coverage</th>
<th>Limit</th>
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<tbody>
<tr>
<td>General Aggregate</td>
<td>$2,000,000</td>
</tr>
<tr>
<td>Products-Completed Operations Aggregate</td>
<td>$2,000,000</td>
</tr>
</tbody>
</table>
Personal & Advertising Injury $1,000,000
Each Occurrence $1,000,000
Medical Expense (Any one Person) $10,000

Automobile Insurance
The Combined Single Limit per occurrence shall not be less than $1,000,000.

Workers Compensation
ORS 656.017 requires provision of workers’ compensation coverage that satisfies Oregon Law or those exempt under ORS 656.126. This shall include Employer’s Liability Insurance with coverage limits of not less than $500,000 each accident.

Professional Liability Coverage
Combined single limit per occurrence shall not be less than $1,000,000 or the equivalent. Annual aggregate limit shall not be less than $3,000,000.

All Commercial General Liability insurance policies will be endorsed to add The CTWS and 509-J, its officers directors, and employees as an additional insured. Any cancellation material change, exhaustion of aggregate limits or intent not to renew insurance coverage must be signified with 30 days written notice to The CTWS and 509-J. Coverages provided must be underwritten by an insurance company deemed acceptable by the CTWS and 509-J.

E. Proposal Requirements

The submitted proposal shall include, but not be limited to, a readily identifiable response to each of the following questions:

1. Describe your firm including office location, service area, volume of construction project management services, length of time in industry, and financial stability.

2. Describe your firm's relevant experience as a construction project manager on educational projects in the last five years. Provide a description of at least one such project.

3. Identify personnel to whom responsibility for the CTWS and 509-J project will be assigned, include the individual names, title, roles, and relevant experience.

4. Describe your firm's previous experience with public or private school systems and/or similarly sized public or private organizations. Also include your firm’s previous experience with Tribal Governments.

5. Describe why your firm, individual or organization wants to assist the CTWS and 509-J.

6. Describe your proposed fee structure for construction project management services.

7. Describe your firm's performance on previous educational projects the past ten years, including cost control, adherence to project budgets, and compliance with work schedules, and state and federal oversight.
8. Describe your firm's philosophy of service.

9. Describe your firm's knowledge of the CTWS, 509-J, the Central Oregon area and other relevant factors as applied to construction.

10. Provide a reference contact person and phone number for every school project (over $500,000) you have completed as a construction project management firm over the last five years.

11. Describe the coverage level and provider of your professional liability insurance. If you are not able to meet the requirements of the Insurance coverage, section D.6, explain why.

12. Specifically identify and describe additional services not included in Section II. C. your firm could provide that you believe would be beneficial to the district.

13. Signed Certification Regarding Debarment, Suspension, and Other Responsibility Matters (Attachment B).

F. Alternatives

Providers are invited to include in their proposals innovative methods and/or procedures which they think will be of interest or benefit to the CTWS and 509-J in accomplishing the stated purpose of the project(s).

G. District Information

1. Contact Persons

   All contact and questions regarding this request for proposal should be directed to:

   509-J: Darryl Smith, Telephone (541) 475-6192; Fax (541) 475-6856; E-mail (darryl.smith@509j.net)

2. Addenda

   All questions and clarification requests will be answered in writing if necessary and sent to all those having specifications in the form of addenda. An addendum will be sent electronically, to all known specification holders of record as recorded in the 509-J’s Director of Operations’ office.
PROPOSAL

TO: The CTWS and 509-J

Date:__________________

The undersigned hereby proposes to furnish, within the time specified, the several items, hereinbefore listed, to be delivered in accordance with the foregoing specifications hereto attached, for the amount set opposite each item.

PROPOSER’S FEDERAL IDENTIFICATION NUMBER:_____________________

EQUAL EMPLOYMENT COMPLIANCE REQUIREMENT: By submitting this bid, the undersigned certifies conformance to the applicable Federal Acts, Executive Orders, and Oregon Statutes and Regulations concerning Affirmative Action toward equal employment opportunities. All information and reports required by the Federal or Oregon State Governments, having responsibility for the enforcement of such laws, shall be supplied to the CTWS and 509-J upon request for purposes of investigation to ascertain compliance with such acts, regulations, and orders.

ADDENDA:

Receipt is hereby acknowledged of Addenda __________, through __________.

Date:__________________ X____________________________

Are you domiciled in the State of Oregon? ___Yes ___No

Are you registered to do business in the State of Oregon? ___Yes ___No

If you are not headquartered in Oregon, do you or your firm receive, or are you or your firm eligible for, any preference in the award of contract with your state or with government bodies in your state including Tribal organizations? ___Yes ___No

If so, site the law or regulation (legal citation preferred):____________________________

____________________________________________________________________________

Percent of Preference ________% State Preference Received:________________________
Providing incorrect information may be grounds for proposal rejection or contract cancellation.

**SIGNATURE OF INDIVIDUAL (signed by individual)**

X_________________________________  ________________________________
(Print or type name)

Address_______________________________  City/State/Zip__________________

Telephone (____)_______________  Company_____________________________

**SIGNATURE OF PARTNERSHIP (signature of one Partner required)**

Names of Partners: (Please Print)  Name of Partnership:

____________________________________________________________________

____________________________________________________________________  Address_______________________________

____________________________________________________________________  City/State/Zip__________________

Telephone________________________

X________________________________  ________________________________
(Signature)  (Print or type name)

**SIGNATURE OF CORPORATION (signatures as indicated)**

Address_______________________________  ________________________________
(Corporate Name)

City/State/Zip_______________________  X________________________________
(Signature of Officer or Agent)

Telephone______________________________
(Print Name & Title of Officer of Agent)
ATTACHMENT “A”

INDIAN PREFERENCE REQUIREMENT

SHALL BE APPLIED TO THE GREATEST EXTENT FEASIBLE

INDIAN PREFERENCE IN CONTRACTING:

**Requirement:** All entities awarding contracts or subcontracts for supplies, services, labor and materials in an amount of $5,000 or more where the majority of the work on the contract or subcontract will occur within the jurisdiction of the Confederated Tribes of the Warm Spring Reservation, shall give preference in contracting and subcontracting to qualified entities that are certified as being 51% Indian-owned and controlled, with a first preference to qualified entities that are 51% owned and controlled by local Indians.

INDIAN PREFERENCE IN EMPLOYMENT:

**Requirement:** While working within the jurisdiction of the Confederated Tribes of the Warm Springs Reservation, the contractors and employers must give preference to qualified, Indian applicants for all employment positions. Preference shall be given in the following order: (1) Local Indians (2) Other Indians.

**Request for Bid** award will give preference to the lowest responsive and responsible bid from a certified 51% Indian-owned economic enterprise or organization in accordance with stated percentages:

A. 10% if the bid/contract if $10,000.00 or less  
B. 7% if the bid/contract is over $10,000.00 but less than $100,000.00.  
C. 5% if the bid/contract is $100,000.00 or more.

**Requests for Proposal’s** evaluation point consideration will be given to:

A. A certified 51% Indian-owned economic enterprise or organization  
B. An affirmative statement regarding training and employment of Indians submitted with the proposal.  
C. An affirmative statement regarding award of contracts and subcontracts to Indian-owned enterprises or organizations.

A Contractor’s responsiveness and responsibleness will be determined with considerations to Indian Preference requirement compliance.

Noncompliance with the Indian Preference requirement in the resulting contract may result in contract termination for default and debarment and suspension from future contracts.
ATTACHMENT “B”

Certification Regarding
Debarment, Suspension, and Other Responsibility Matters

The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:

A.  Are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded by any Federal department or agency (or by a State or Tribal Agency);

B.  Have not with a three-year period preceding this offer been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, local, or Tribal) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

C.  Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, local, or Tribal) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and

D.  Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State, local, or Tribal) terminated for cause or default.

I understand that a false statement on this certification may be grounds for rejection of this proposal or terminated of the award. In addition, under 13 USC Sec. 1601, a false statement may result in a fine of up to $10,000 or imprisonment for up to 5 years or both.

Primary participant understands that these certification requirements extend down to all lower tiered transactions.

Typed name & title of Authorized Representative

Signature of Authorized Representative Date

☐  I am unable to certify to the above statements. My explanation is attached.