



# Request for Proposals

***Salvage and Demolition of Coos Head, the former Air National Guard Base  
Confederated Tribes of Coos, Lower Umpqua and Siuslaw Indians***

**Due Date: February 19, 2010**

***Due by 5:00 pm (You will need to attend a mandatory pre bid briefing at the  
site on February 8, 2010. Please call Laurie Voshell to confirm your  
attendance @ 541.888.7510***

## **1.0 PURPOSE**

The Confederated Tribes of Coos, Lower Umpqua and Siuslaw Indians is seeking proposals for salvaging all useable materials and subsequent demolition of eleven (11) buildings located at the former Air National Guard station commonly known as Coos Head in Charleston, Oregon (Project). This Project will be funded with a variety of sources, but primarily through the United States Department of Housing and Urban Development (HUD) and its Indian Community Development Block Grant (ICDBG) program.

This Request for Proposals (RFP) states the instructions for submitting proposals, the procedure and criteria by which an applicant may be selected and the contractual terms by which the CTCLUSI intends to govern the relationship between itself and the selected firm.

## **2.0 BACKGROUND AND SITE DESCRIPTION**

The Project site is located at 63377 Coos Head Road, Charleston, Oregon. Coos Head is owned and operated by the CTCLUSI who has determined through a master planning process that it will be used for Tribal government, commercial, housing and recreational purposes. A map of Coos Head is attached to this RFP as Attachment A.

### **3.0 GENERAL INFORMATION**

#### **3.1 Definition of Parties**

The Confederated Tribes of Coos, Lower Umpqua and Siuslaw Indians will hereinafter be referred to as the "TRIBES." Respondents to the RFP shall be referred to as "Bidders." The Bidder to whom the contract is awarded shall be referred to as the "Contractor."

#### **3.2 Proposal Format and Content**

Your proposal must address each of the elements contained in this Request for Proposals under the same headings and numerical identifiers contained in this RFP. The proposal must include:

1. A brief overview of the firm, including its history, and working relationships with federal agency staff such as U. S. Department of Housing and Urban Development (HUD),
2. A thorough summary of the firm's record working with Tribes and Tribal issues.
3. Identification, including a biography or résumé, of the staff person who would be assigned to lead the project, and identification and similar descriptions of any other staff assigned to this project.
4. A thorough description of the proposed approach and plan to provide the requested services, products, and outcomes.
5. A thorough description of the types, levels and services to be provided and a total budget.
6. A description of the proposer's approach to identifying, avoiding, and mitigating conflicts of interest if necessary.
7. At least three references (including the contact name, email address, and telephone number) of clients (including at least one Tribe or Tribal organization if available) who have received comparable services from the firm on comparable projects.

#### **3.3 Scope**

The scope of this Project is to salvage all useable materials including, industrial boilers, commercial kitchen equipment, bathroom fixtures, rebar, and concrete located on the Coos Head site. You will also be required to completely demolish and remove all waste from the eleven (11) buildings in preparation to redevelop the site. Buildings include #1, #2, #3, #11, #12, #13, #14, #36, #37, #38, and #39. Red circled buildings on attached map at Exhibit A (Please Note: Building forty (40) will remain).

Of special interest and importance will be the environmental concerns of the Project. Although the majority of the property where the buildings will be removed is not known or suspected to contain contaminants of concern, some soils around Buildings 11 and 12, and around and under Building 13, are known or suspected to contain contaminants of concern. Investigations of known or suspected contamination is ongoing at Coos Head, and the Contractor will be required to coordinate work with and defer to other firms conducting these investigations, including not disturbing areas of known or suspected

contamination, not disturbing groundwater monitoring wells, and including coordination of the demolition of Building 13 with the investigator who will be collecting soil and/or groundwater samples from underneath and around Building 13. All buildings are assumed to contain lead based paint, and the Contractor will comply with all applicable Federal, State, local, and Tribal laws relating to lead based paint, including occupational health and safety and proper removal and disposal.

All known asbestos-containing building materials have been removed.

Note: Other clean-up Areas of Concern are located away from the buildings and are not within the scope of this RFP. The Contractor shall not use these areas for staging, storage, or any other purpose.

### 3.4 Bid Price

The bid price must specify a total income from all salvageable materials and also a total expense to permanently remove all specified buildings and their waste products. The price should include a “not to exceed” dollar amount.

### 3.5 Communication with TRIBES

It is the responsibility of the Bidder to inquire about any requirement of this RFP that is not understood. Responses to inquiries, if they change or clarify the RFP in a substantial manner, will be forwarded by addenda to all parties that have received a copy of the RFP. TRIBES will not be bound by oral responses to inquiries or written responses other than addenda.

Inquiries must be made to:

Laurie Voshell, Tribal Planner  
Confederated Tribes of Coos, Lower Umpqua  
and Siuslaw Indians  
1245 Fulton Avenue  
Coos Bay, OR 97420  
541.888.7510 (Phone)  
541.888.2853 (Fax)  
[lvoshell@ctclusi.org](mailto:lvoshell@ctclusi.org)

### 3.6 Award of Proposal

TRIBES may select the Bidder which, in its opinion, has made the proposal that is the most responsive and most responsible, and may award the contract to that Bidder. TRIBES reserve the right to waive minor irregularities. TRIBES may cancel this RFP or reject any or all proposals at any time prior to an award. Should TRIBES determine in its sole discretion that only one Bidder is fully qualified, or that one Bidder is clearly more qualified than any other under consideration, a contract may be awarded to that Bidder without further action.

### 3.7 Confidentiality

The information contained in proposals submitted for the TRIBES consideration will be held in confidence until all evaluations are concluded and an award has been made. Pricing and other information that is an integral part of the offer cannot be considered confidential after an award has been made. TRIBES will honor requests for confidentiality for information of a proprietary nature. Clearly mark any information considered confidential.

### 3.8 Costs of Preparation

Bidder assumes all costs of preparation of the proposal and any presentations necessary to the proposal process.

### 3.9 Proposal Understanding

By submitting a proposal, the Bidder agrees and assures that the specifications are adequate, and the Bidder accepts the terms and conditions herein. Any exceptions should be noted in your response.

### 3.10 Proposal Validity

Unless specified otherwise, all proposals shall be valid for ninety (90) days from the due date of the proposal.

### 3.11 Proposal Submission

A **SIGNED** original and three (3) copies of the proposal must be received by Laurie Voshell, Tribal Planner, Confederated Tribes of Coos, Lower Umpqua and Siuslaw Indians, 1245 Fulton Avenue, Coos Bay, OR 97420 in a sealed envelope by February 19, 2010 to be date stamped in order to be considered. Normal business hours are 8:00 a.m. to 5:00 p.m., Monday through Friday. Proposals received after the due date will be returned unopened. There will be no public opening of proposals (see Confidentiality clause). Bidders are strongly encouraged to submit proposals in advance of the due date to avoid the possibility of missing the due date because of unforeseen circumstances. Bidders assume the risk of the methods of dispatch chosen. The TRIBES assumes no responsibility for delays caused by any package or mail delivery service. Postmarking by the due date **WILL NOT** substitute for receipt of proposal. Additional time will not be granted to any Bidder. Additional time may be granted to all Bidders when TRIBES determines that circumstances require it. **FAXED OR E-MAIL PROPOSALS WILL NOT BE ACCEPTED.**

The recipient must supply a statement that their company presently has no interest and shall not have any interest, direct or indirect, which would conflict in any manner with the performance of the services contemplated by the agreement. No person having such interest shall be employed by or associated with the firm during the term of this agreement.

The envelope must be **clearly** identified on the outside as follows:

Name of Bidder  
Address of Bidder  
Due Date  
RFP Name (*Coos Head Salvage and Demolition Project*)

#### **4.0 GENERAL TERMS AND CONDITIONS**

##### 4.1 Contract Documents

A separate contract will be written detailing the specifications including all modifications thereof and executed before work shall begin.

##### 4.2 Contract Modification and Amendment

Modification or amendment of the Contract must be in writing and signed by both parties.

##### 4.3 Contract Term

The contract term shall commence on approximately March 1, 2010 and continue through June 29, 2010. Extensions may be granted at the discretion of the TRIBES.

##### 4.4 Contract Data

The Contractor is required to provide TRIBES with detailed data concerning the contract at the completion of each month or at the request of TRIBES at other times. TRIBES reserve the right to audit the Contractor's records to verify the data.

##### 4.5 Contract Validity

In the event one or more clauses of the contract are declared invalid, void, unenforceable or illegal, that shall not affect the validity of the remaining portions of the contract.

##### 4.6 Cancellation/Termination

If the Contractor defaults in its agreement to the TRIBES' satisfaction, or in any other way fails to provide service in accordance with the contract terms, TRIBES shall promptly notify the Contractor of such default; and if adequate correction is not made within twenty-four hours, TRIBES may take whatever action it deems necessary to provide alternate services and may, at its option, immediately cancel the Contract with written notice. Except for such cancellation for cause by TRIBES, either TRIBES or the Contractor may terminate this Contract by giving thirty days' advance written notice to the other party. Cancellation does not release the Contractor from its obligation to provide personnel per the terms of the contract during the notification period.

##### 4.7 Clarification of Responsibilities

If the Contractor needs clarification of or deviation from the terms of the contract, it is the Contractor's responsibility to obtain written clarification or approval from TRIBES contact.

#### 4.8 Litigation

This Contract and the rights and obligations of the parties hereunder shall be governed by and construed in accordance with the laws of the Confederated Tribes of Coos, Lower Umpqua and Siuslaw Indians. The Contractor agrees that any litigation, action or proceeding arising out of this Contract, shall be instituted in Tribal Court for the Confederated Tribes of Coos, Lower Umpqua and Siuslaw Indians.

#### 4.9 Assignment

Neither party to the contract shall assign the contract without the prior written consent of the other, nor shall the contractor assign any money due or to become due without the prior written consent of TRIBES.

#### 4.10 Equal Opportunity and Indian Preference

In the execution of the contract, the Contractor and all subcontractors agree, consistent with TRIBES policy, not to discriminate on the grounds of race, color, religion, sex, sexual orientation, national origin or citizenship status, age, disability or veteran's status and to provide reasonable accommodations to qualified individuals with disabilities upon request. Tribal preference will be observed. Please see Section 8.0 Tribal Preference Requirements for further details.

Contractor agrees that for work performed under the contract that to the greatest extent feasible, give preference and opportunities for training and employment to Indians and for the award of subcontracts to Indian organizations and Indian-owned economic enterprises.

#### 4.11 Independent Contractor

Whether the Contractor is a corporation, partnership, other legal entity, or an individual, the Contractor is an independent contractor. If the Contractor is an individual, the Contractor's duties will be performed with the understanding that the Contractor is a self-employed person, has special expertise as to the services which the Contractor is to perform and is customarily engaged in the independent performance of the same or similar services for others. The manner in which the services are performed shall be controlled by the Contractor; however, the nature of the services and the results to be achieved shall be specified by TRIBES. The Contractor is not to be deemed an employee or agent of TRIBES and has no authority to make any binding commitments or obligations on behalf of TRIBES except as expressly provided herein.

#### 4.12 Indemnification

The Contractor agrees to be responsible for, and to protect, save harmless, and indemnify TRIBES and its employees from and against all loss, damage, cost and expense (including attorney's fees) suffered or sustained by TRIBES or for which TRIBES may be held or become liable by reason of injury (including death) to persons or property or

other causes whatsoever, in connection with the operations of the Contractor under this agreement.

#### 4.13 Contractor's Liability Insurance

During the term of this agreement, the Contractor shall maintain the following insurance:

##### Insurance Type Coverage Limit

1. Commercial General Liability \$1,000,000 per occurrence or more  
(Written on an Occurrence-based form)  
(Bodily Injury and Property Damage)
2. Automobile Liability \$1,000,000 per occurrence or more  
(Including Hired & Non-Owned)  
(Bodily Injury and Property Damage)
3. Workers Compensation pursuant to State law required for all Personnel

TRIBES shall be named as Additional Insured on the Commercial General Liability insurance. Certificates of Insurance for all of the above insurance shall be filed with:

CTCLUSI  
1245 Fulton Avenue  
Coos Bay, OR 97420

Certificates shall be filed prior to the date of performance under this Agreement. Said certificates, in addition to proof of coverage, shall contain the standard Accord statement pertaining to written notification in the event of cancellation, with a thirty- (30) day notification period.

## **5.0 PERFORMANCE TERMS AND CONDITIONS**

### 5.1 Contract Administration

The TRIBES' Planning Director or designee shall be the TRIBES' authorized representative in all matters pertaining to the administration of this contract.

## **6.0 QUALIFICATIONS**

The TRIBES are seeking a firm which can demonstrate the following capabilities:

- Experience and competency regarding demolition and Salvage operations.
- Experience and competency working with Tribal Governments on Economic ventures
- Experience and competency working with state and federal regulatory agencies, preferably the United States Department of Housing and Urban Development.

## **7.0 DELIVERABLES**

All required deliverables outlined in **Section 3.2 and 3.3** will be submitted to the Project Contact in electronic and hardcopy formats.

## **8.0 TRIBAL PREFERENCE REQUIREMENTS**

Any contract awarded by the Tribes shall give, to the greatest extent feasible:

- Preference to Indian organizations and to Indian-owned economic enterprises who submit a responsive bid coming within ten (10) percent of the low bid or price quote.
- Indian organization shall be the governing body of any federally recognized Indian tribe or entity established or recognized by such governing body.
- Indian-owned economic enterprises means any Indian –owned commercial, industrial or business activity established or organized for the purpose of profit: Provided, that such Indian ownership shall constitute not less than 51 per centum of the enterprise.

**In addition, during the performance of this contract, the Contractor agrees as follows:**

The work to be performed under this contract is on a project subject to section 7(b) of the Indian Self Determination and Education Assistance Act (25 USG 450e(b)). Section 7(b) requires that to the greatest extent feasible:

(1) Preferences and opportunities for training and employment shall be given to Indians; and

(2) Preferences in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned economic enterprises.

(b) The parties to this contract shall comply with the provisions of Section 7(b) of the Indian Self Determination and Education Assistance Act (25 USC 450e (b)).

RESOLUTION NO.: 98- < Date of Passage: August 9, 1998 Subject (title): Indian Preference for Tribal Contracts

(c) In connection with this contract, the Contractor shall, to the greatest extent feasible, give preference in the award of any subcontracts to Indian organizations and Indian-owned economic enterprises, and preferences and opportunities for training and employment to Indians.

(d) The Contractor shall include this section 7(b) clause in every sub-contract in connection with the project, and shall, at the direction of the Tribe, take appropriate action pursuant to the subcontract upon a finding by the Tribe that the subcontractor has violated section 7(b) of the Indian Self Determination and Education Assistance Act (25 USC 450e(b)).

(e) Upon a finding by the Tribe that any party to this contract is not in compliance with the section 7(b) clause, said party shall, at the direction of the Tribe, take appropriate remedial action pursuant to the contract.

## **9.0 SCHEDULE AND COSTS**

Travel by the contractor to Charleston, Oregon will be required to complete the requested tasks. The contract duration is through June 30, 2010, with extensions and terms of extensions dependent on the progress of the project, funding availability, and at the discretion of the TRIBES. Pricing for the contract proposals is required to be submitted in

the format of a “Not to Exceed” amount. Unit rates on which costs are based should be attached to the proposal.

Cost must not exceed approximately \$450,000

### 10.0 SELECTION PROCESS

The TRIBES reserves the right to reject all proposals. All cost of preparing responses to this RFP shall be borne by the Bidder and shall not be reimbursed by the TRIBES.

**Proposals from responding Bidders will be scored 0 – 100 points on the following basis:**

40 points	Salvage and demolition Experience, Professional, educational, and tribal experience of key personnel to be assigned to the project. The firm’s reputation for professional integrity, competence, experience, and ability to provide the required services within the project period.
10 points	Overall response to this RFP, including adherence to the format of response requested in this RFP.
10 points	Experience with Native American projects
40 points	Include in your proposal your fees. The fee should be a “Not to Exceed” amount. Pricing for the contract proposals is required to include credit for salvageable materials. Unit rates on which costs are based should be attached to the proposal.
__ points	<b>Final Score (maximum 100 points)</b>

### 11.0 SIGNATURE

COMPANY NAME \_\_\_\_\_

By: \_\_\_\_\_ (Signature)

\_\_\_\_\_ (Print Name)

(Title) \_\_\_\_\_

(Date) \_\_\_\_\_

### SCHEDULE

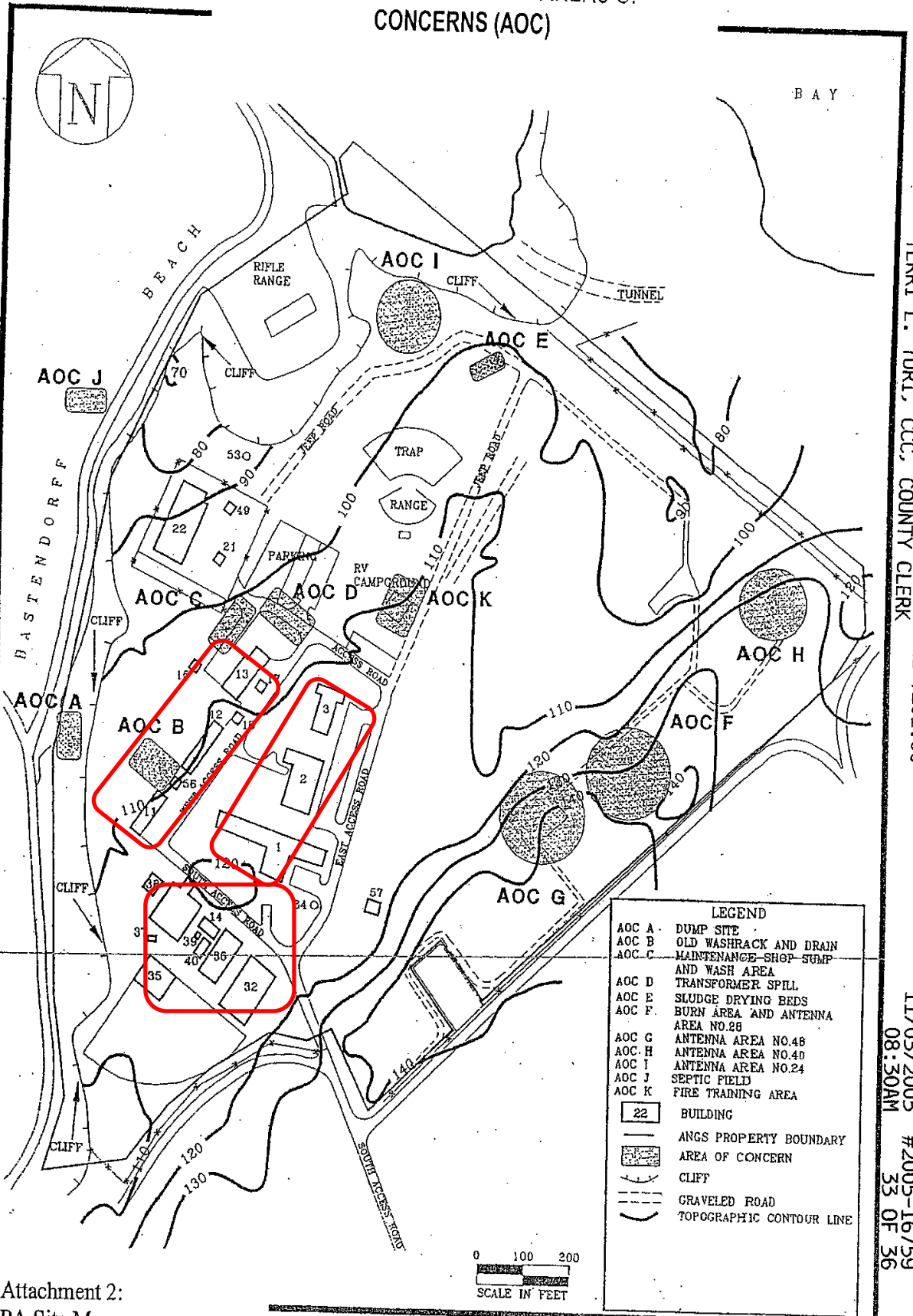
Based on the above Scope of Work, it is anticipated that the project shall be completed by June 30, 2010.

Send proposal with cost quote in a secrecy enveloped clearly marked “Coos Head Salvage and Demolition Project”

There will be no public viewing of the RFP opening.

***For Information, please contact: Laurie Voshell, Tribal Planner at (541) 888-7510 or [lvoshell@ctclusi.org](mailto:lvoshell@ctclusi.org)***

**EXHIBIT E - PRELIMINARY ASSESSMENT (PA)  
SITE MAP LOCATIONS OF AREAS OF  
CONCERN (AOC)**



Attachment 2:  
PA Site Map  
Locations of Areas of Concern

**AOC LOCATIONS MAP**

104th ACS, Coos Head ANGS  
Coos Bay, Oregon

**OPTECH**  
OPERATIONAL TECHNOLOGIES  
CORPORATION

NOVEMBER 1995

COOS COUNTY CLERK, OREGON  
TERRI L. TURI, CCC, COUNTY CLERK  
TOTAL \$201.00

11/03/2005 #2005-16759  
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