

REQUEST FOR PROPOSALS
Professional Design, Engineering, and Related Consulting Services for Ko’Kwel Wharf Improvement
Project

June 6, 2024

Mith-ih-kwuh Economic Development Corporation d/b/a Tribal One (“Tribal One”) is issuing this Request for Proposals (this “RFP”) for certain engineering, design, consulting, and related services for portions of the Ko-Kwel Wharf Improvements Project (the “Project”), which Project includes improving, repairing, , and enhancing dock facilities at the Ko’Kwel Wharf in North Bend, Oregon (the “Wharf”). Tribal One is seeking well-qualified professional individuals or consulting firms with suitable expertise and experience in providing the services necessary for certain portions of the Project. Tribal One will accept Letters of Interest (“LOIs”) via email to Ray Doering at raydoering@tribal.one from consultants until 10:00 a.m., Pacific Standard Time, on June 26, 2024 (the “Response Due Date”), after which the LOIs will be evaluated and the applicants ranked utilizing a qualification-based selection process in accordance with applicable law and in accordance with the consultant selection procedures described in this RFP.

The overall scope of the Project includes repairing, improving, and enhancing the Wharf dock facilities through a project with three components, among them: (1) to repair the existing dock to improve safety and reliability and be a catalyst for upland industrial development; (2) to bring shore power to the dock to reduce or eliminate the need for idling diesel engines. The scope of the professional design services for this RFP includes, without limitation, (a) developing the plans, specifications, and, if requested by Tribal One, cost estimates package necessary for the rehabilitation and improvement of the dock located at the Wharf, (b) structural evaluations, and (c) construction inspections and oversight. A professional services agreement for this work will be awarded or rejected upon conclusion of negotiations with the selected consulting firm in accordance with the procedures described in this RFP and at the sole discretion of Tribal One. Tribal One reserves the right to reject any and all LOIs and to waive technicalities and informalities in its sole discretion.

Documents supporting this RFP are attached hereto and include the following: (A) Standard Form of Professional Consulting Services Agreement, including exhibits; (B) PIDP Project Narrative; (C) Connect Oregon Project Narrative; and (D) Selection Rating Sheet. Please direct all inquiries to Ray Doering, Project Manager, by phone at (541) 297-4611 or by email at raydoering@tribal.one.

All respondents are subject to the instructions communicated in this RFP and are cautioned to completely review the entire RFP and the attachments hereto and follow the instructions carefully to submit a fully responsive LOI. Failure of a consultant to follow these instructions may result in disqualification of the consultant from consideration for a contract to be awarded pursuant to the RFP.

Tribal One is the sole distributor of this RFP and all addenda and changes or supplements to the RFP Documents. Tribal One will document its responses to inquiries and provide any supplemental instructions or additional documents pertaining to the RFP in the form of written addenda to the RFP. Tribal One will post all addenda and other information pertaining to this RFP at www.tribal.one.

It is the sole responsibility of each consultant to review the website prior to submitting a LOI to ensure that the consultant has obtained all available instructions, addenda, changes, supporting documents, and any other information pertaining to this RFP. Tribal One is not responsible for any solicitations issued through subscriber, publications, or other sources not connected with Tribal One and consultants should not rely on such sources for information regarding this RFP.

Tribal One may issue addenda at any time prior to the receipt of LOIs. Issued addenda will be promptly posted to www.tribal.one prior to the date fixed for the opening of LOIs, except where an addendum withdraws the RFP or postpones the date for receipt of LOIs. Failure of any consultant to receive or review any such addendum shall not relieve any consultant from any obligation under its LOI as submitted. All addenda so issued shall become part of the RFP. Consultants shall indicate receipt of addenda in their LOI. Failure to do so may result in rejection of the LOI. Consultants shall not rely upon interpretations, clarifications, and/or approvals made in any other way.

I. PROJECT DESCRIPTION

The Coquille Indian Tribe and Mith-ih-kwuh Economic Development Corporation d/b/a Tribal One (“Tribal One”) are in receipt of a federal grant award under the provisions of the Fiscal Year 2023 Port Infrastructure Development Program (“PIDP”) and administered by the U.S. Department of Transportation (“USDOT”) Maritime Administration (“MARAD”). Funds for the project were appropriated by the Bipartisan Infrastructure Law and FY 2023 Consolidated Appropriations Act. As of the date of this RFP, Tribal One is also seeking additional funding for dock improvements.

The overall scope of the Ko-Kwel Wharf Improvements Project (the “Project”) includes improvement, rehabilitation and repairs to the dock facing Lots 2 and 3 of the Ko’Kwel Wharf (the “Wharf”), bringing 800-amp service and a shore power outlet box to the wharf to reduce or eliminate the need for idling diesel engines, and development phase activities leading to the future extension of the Wharf dock. The dock repair and rehabilitation, which will renovate and upgrade dangerous and dilapidated conditions, will increase load capacity and contribute to more efficient movement of goods. Additionally, the installation of shore power enhances safety by decreasing diesel fumes, which adversely impact communities adjacent to the Wharf. The Project is described in more detail in the Ko’Kwel Wharf Improvement Project PIDP Narrative (Revised 2/5/2024) attached as Exhibit B and the project description in the Connect Oregon application attached as Exhibit C (collectively, the “Project Narratives”). Consultants are responsible for reviewing the Project Narratives prior to submitting an LOI. Additional information regarding the Project and/or the Port Infrastructure Development Program may be accessed at <https://www.maritime.dot.gov/PIDPgrants>. The Project is also described in more detail in the Ko-Kwel Wharf Inspection Report referenced in the PIDP Narrative, which report may be provided to a Consultant upon request.

Tribal One has applied for a Connect Oregon Project Grant through the Oregon Department of Transportation. Tribal One has requested funds under the Connect Oregon grant for additional improvements to the dock, including the addition of a fendering system. Connect Oregon awards are expected to be announced in the fall of 2024. A copy of the Connect Oregon grant may be provided to Consultants upon request.

II. SCOPE OF SERVICES AND SCHEDULE

The scope of professional services for the Project under this RFP include:

- (a) the design, engineering, and related services necessary to initiate construction activity for Component No. 1 of the Project Narrative (Dock Rehabilitation) and construction oversight and review. Such services may include, without limitation, performing inspections and investigations of the existing condition of the dock, finalizing designs necessary for completion of the Project, and may also include permitting assistance. For avoidance of doubt, the services under this paragraph are limited to the portion of the Project identified as Component No. 1 of the PIDP Project Narrative.
- (b) the design and engineering and construction oversight necessary to complete the work under the Connect Oregon grant, if awarded.

Deliverables will include, without limitation, preparing detailed final plans, specifications, construction estimate packages and inspection reports necessary to complete the Dock Rehabilitation component and any work necessary under the Connect Oregon grant, if awarded. The services for the project under this RFP will be completed in accordance with the schedules contained in the Project Narrative. A quarterly written progress report will be provided detailing activities during the period.

III. INSTRUCTIONS TO APPLICANTS

a. Limited Communications During RFP and Selection Process

Please direct all inquiries to Ray Doering, Project Manager, by email at raydoering@tribal.one with a copy to Alan Dale at alan@alandalelaw.com. Memoranda of clarifications with responses to all questions/comments will be distributed to all parties who requested an RFP package. Tribal One will not participate in communications with consultants (or their agents) regarding the status of the selection process, or entertain any communications related to marketing, etc., during the time period between advertisement of this RFP and the announcement of final consultant selections for this RFP. Consultants shall not contact, communicate with or discuss any matter relating to this RFP during the procurement process with any member of Tribal One, other than as noted herein. No oral interpretation or clarification will be made to any consultant as to the meaning of the RFP or attachments thereto, or other information furnished by Tribal One with this RFP.

Any such communication initiated by a consultant may be grounds for disqualifying the consultant from consideration of this engagement at Tribal One's sole discretion. Communications that are always permissible include project administration activities for awarded contracts, scope and negotiation activities for projects selected but not under contract and training or related activities.

Questions must be addressed in writing to Mr. Doering and received not less than seven (7) calendar days prior to the Response Due Date.

b. Electronic LOI Submittals

In lieu of paper submission delivered to Tribal One's administrative office in North Bend, Oregon, consultants interested in being considered for selection must submit their LOI and all required PDF documents via email to raydoering@tribal.one with a copy to alan@alandalelaw.com.

Note: All e-mails shall be limited to a maximum of 20 MB in size. A consultant may submit an LOI multiple times for the same RFP item, as long as the e-mail is received no later than the Response Due Date and Time. Only the latest submittal will be used for selection purposes.

c. LOI Minimum Requirements

In addition to any other requirements in this RFP, each LOI shall comply with the following minimum requirements:

1. Each LOI shall be limited to twelve (12) 8½" x 11" pages that include the following sections: Identification and Key Staff, Experience and Qualifications, Project Familiarity, and Project Approach. Hyperlinks within a LOI, to additional item specific information, are not allowed. However, a limit of 10 pages of exhibits may be attached. Dividers may be included, but text included shall be limited to the title of the proposals section following the dividers. Additional inserts, photographs, and text not meeting the requirements of this section shall not be evaluated. One page shall be interpreted as one side of a single-spaced, typed 8 1/2" x 11" sheet of paper. Fold-out pages are not acceptable.
2. The LOI should have a title page with the name of the firm, address, telephone number, name of contact person, and date. The title page will not count toward the page limitation above.
3. Provide the information requested in Item 1 above and have it signed by an officer of the firm. Scanned signed documents or electronically applied signatures are acceptable.
4. LOIs shall NOT contain hourly rates, overhead rates nor other specific cost amounts.

d. LOI Content – Identification and Key Staff, Experience and Qualifications, Project Familiarity, and Project Approach

The content of each Consultant's LOI must include at a minimum the following information:

1. Provide the firm name, address of the responsible office from which the work will be performed, and the name and email address of the contact person authorized to negotiate for the associated work. Include any state economic/socially disadvantaged business certification held by the firm.
2. List all proposed subconsultants, including any economic or socially disadvantaged business certifications, a description of work to be performed by the subconsultant and the percentage of work to be performed by the prime consultant and each subconsultant.
3. Describe the proposed project team and organizational structure, including designation of the individuals who will be responsible for the performance and delivery of each task component and deliverable. Include title, education, current responsibilities, and experience of key staff whom the consultant will assign to perform under the contract.
4. Describe your firm's demonstrated success on other projects performed by the consultant and key personnel pertinent to the services to be provided by the consultant for the Project. Include locations, sizes, and costs of such projects. Tribal One is particularly interested in work on similar marine structures in terms of size, age, condition, and

location. This discussion should demonstrate the firm's successful past performance on contracts in terms of control, quality, and schedule. Include reference contact information.

5. Provide examples of knowledge, expertise and/or experience with specific aspects of services to be provided for the Project.
6. Describe the capacity of the consultant's staff and their ability to perform the work in a timely manner relative to present workload and the availability of the assigned staff.
7. Provide a description of your approach to the advertised services, understanding of the Project, risks, challenges, and strategy that will be employed to complete the services on time and under budget. For all items address your firm's technical approach, understanding of the project or services, cost containment practices, innovative ideas and any other relevant information concerning your firm's qualifications for the project.
8. Describe your firm's approach and familiarity with the Project site.

e. Confidentiality

Once submitted, the LOIs shall become the property of Tribal One and may not be returned to consultants. Each consultant must conspicuously mark each document and the specific information such consultant seeks to protect from disclosure as "CONFIDENTIAL" or "CONFIDENTIAL AND PROPRIETARY," as appropriate, in the header or footer of each such page and specific information affected. Blanket designations that do not identify the specific information shall not be acceptable.

Tribal One will not advise a submitting party as to the nature or content of documents entitled to protection from disclosure under applicable laws, as to the interpretation of such laws, or as to definition of trade secret. Nothing contained in this provision shall modify or amend requirements and obligations imposed on Tribal One under applicable law, if any. Tribal One reserves the right to disagree with consultant's assessment regarding confidentiality of information in the interest of complying with the applicable law.

In no event shall Tribal One, or any of its agents, representatives, consultants, directors, officers or employees be liable to a consultant for the disclosure of all or a portion of a LOI submitted under the RFP.

f. LOIs to Remain Open

LOIs shall remain valid for a period of at least ninety (90) days after the LOIs are submitted and opened.

g. Submission

LOIs must be received by Tribal One via email to Ray Doering at raydoering@tribal.one from consultants on or before 10:00 a.m., Pacific Standard Time, on June 14, 2024 (the "Response Due Date"). Proposals received after the time specified will be returned to the proposer unopened.

IV. CONTRACT, FEDERAL LAW REQUIREMENTS AND CERTIFICATIONS

a. Contract Form and Mandatory Terms

Submittal of a LOI constitutes an affirmative statement that the consultant, or any member of the consultant's team, is ready, willing, qualified, and able to perform the scope of work within the designated time requirements. Enclosed is a copy of the standard form of Professional Services Agreement and general conditions. The final contract terms will be substantially similar to those included in the attached form of agreement. If a standard contract clause is not acceptable as worded, consultants shall note this in their LOI, and shall include specific suggested alternative wording. If additional contract terms are required, they shall also be documented in the LOI. Tribal One reserves its right to reject any and all suggested changes in contract terms.

Moreover, because the Project is being funded by federal grant funds, specifically FY 2023 PIDP Discretionary Grants, there are certain mandatory (non-negotiable) terms and conditions that must be included in the final contract awarded. The mandatory contract terms are as follows:

- Compliance with Laws
- Non-Discrimination Certifications and Compliance with Laws
- Drug-Free Workplace Certification
- Certification Regarding Debarment
- Certification/Disclosure Lobbying Activities
- Certification Delinquent Tax Liability/Felony Conviction
- Governing Laws
- Indemnification
- Non-Collusion

Submittal of a LOI constitutes an affirmative statement that the consultant is willing to accept the mandatory contract terms identified above and shall make all of the required certifications as stated in the Professional Services Agreement.

b. PIDP Requirements

All design, engineering, permitting, construction management, and planning services must be completed in accordance with the terms of the PIDP FY2023 Terms and Conditions. The Project is financed, constructed, operated, and maintained in accordance with all federal laws, regulations, and policies that are applicable to MARAD projects, including the Davis-Bacon Act, 40 U.S.C. 3141–3148, or 23 U.S.C. 113, the Buy American Act, 41 U.S.C. §§ 8301-8305, and Brooks Act, 40 U.S.C. § 1101-1104, or an equivalent qualifications-based requirement prescribed for or by the recipient and approved in writing by MARAD.

V. SELECTION PROCEDURES AND RATING SHEET AND SCORING

a. Selection Procedures

Evaluation of the LOIs and ranking of consulting firms begins promptly following Tribal One's receipt of the LOIs and the passage of the Response Due Date and Time. The LOIs will be evaluated and scored by a three-member Selection Committee utilizing the selection rating sheet attached to this RFP. The Selection Committee will be led by Tribal One's Project Manager and two other members familiar with the Project and capable of providing unbiased reviews of the LOIs and the qualifications of the submitting consultants.

Tribal One will prepare a final tabulation of the scoring ranking in order from the highest to the lowest qualified consultant for this RFP. This final tabulation shall be prepared by the Project Manager, who shall also serve as the selecting official as needed. If a scoring tie exists among the highest ranked firms, the selecting official shall determine which of the tied firms is to be treated as the most qualified firm and shall provide a documented explanation of the basis of the decision. The Selection Committee shall conduct discussions with up to three firms to consider anticipated concepts and compare alternative methods for furnishing services. From the firms with which discussions have been conducted, the Selection Committee shall re-evaluate and score utilizing the same selection rating sheet included as attachment to this RFP, then rank, in order of preference, at up to three firms that the Selection Committee considers most highly qualified to provide the services required based on the criteria identified herein.

Tribal One will then negotiate with the highest ranked consultant to resolve any differences in opinion regarding the scope, level of effort, schedule and cost of the requested services. If Tribal One and the highest ranked consultant cannot come to a negotiated agreement, the next ranked firm shall be notified, and Tribal One shall commence negotiations with the next ranked firm. If negotiations fail again, Tribal One shall enter negotiations with the next firm. This process shall continue as described until an agreement is finalized with a selected consultant or until Tribal One elects to withdraw this RFP prior to finalizing an agreement. Once Tribal One discontinues negotiations with a firm and moves to the next ranked firm, Tribal One cannot reenter negotiations with the higher ranked firm. Tribal One will negotiate compensation for the preliminary engineering services which Tribal One determines is fair and reasonable. In determining fair and reasonable compensation, the Tribal One will consider the scope, complexity, professional nature, and estimated value of the services to be rendered.

b. Selection Rating Sheet and Scoring

The Selection Committee will evaluate and score each of the LOIs utilizing the Consultant Selection Rating Sheet attached to this RFP. Evaluation factors are applied to all LOIs in a uniform, fair and consistent manner. Location ratings will be assigned by the Selection Committee based on the location of the consulting applicant's designated project management office for the Project relative to the Project site. A consultant applicant's successful experience with distinctive aspects of the scope of work will be awarded higher ratings than non-specific experience. By way of example, specific experience in the following may receive a higher rating:

1. Experience completing inspections and performing design services for aging docks of similar condition to the Ko'Kwel Wharf dock.
2. Experience completing dock facility design and engineering services for similar projects along the Oregon coast.

Project efficiency is critical to Tribal One to ensure the project maintains the aggressive work schedule documented in the PIDP grant agreement between Tribal One and MARAD. Documentation should be provided demonstrating the Consultant can complete the work in a reasonable time period. Information requested to make this determination includes estimated time to complete each services from Notice to Proceed to delivery of the final product in terms of total calendar days. Please note, these estimates will be non-binding and will be used by the Selection Committee to determine the ability of the Consultant(s) to complete the project in a reasonable timeframe.

c. Reserved Rights and Disclaimers

This RFP does not commit or bind Tribal One to enter into a contract or proceed with the procurement described herein. In connection with this procurement, Tribal One reserves to itself all rights (which rights shall be exercisable by Tribal One in its sole discretion) available to it under applicable law, including without limitation, with or without cause and with or without notice, the right to:

(a) Modify the procurement process to address applicable law and/or the best interests of Tribal One.

(b) Revise the scope, type, structure and specific terms of this procurement.

(c) Modify the scope of the Project during the procurement process.

(d) Develop the Project, including any portion thereof, in any manner that it, in its sole discretion, deems necessary. If Tribal One is unable to negotiate an agreement to its satisfaction with a preferred consultant, it may terminate this procurement and pursue other development or solicitations relating to the Project or exercise such other rights under provisions of the law, as it deems appropriate.

(e) Cancel this RFP in whole or in part at any time prior to the execution by Tribal One of an agreement, without incurring any cost obligations or liabilities.

(f) Issue a new RFP after withdrawal of this RFP.

(g) Not short-list any consultant responding to this RFP.

(h) Reject any and all submittals, responses and LOIs received at any time.

(i) Modify all dates set or projected in this RFP.

(j) Terminate evaluations of LOIs received at any time.

(k) Suspend and terminate contract negotiations at any time or elect not to commence contract negotiations with any consultant.

(l) Issue addenda, supplements and modifications to this RFP.

(m) Require confirmation of information furnished by a consultant, require additional information from a consultant concerning its LOI and require additional evidence of qualifications to perform the work described in the RFP, regardless of whether the information or evidence was explicitly required by the RFP.

(n) Seek or obtain data from any source that has the potential to improve the understanding and evaluation of the responses to this RFP, including personal experience of evaluators.

(o) Add or delete consultant responsibilities from the information contained in the RFP or any subsequent RFP.

(p) Negotiate with a qualified consultant without being bound by any provision in its LOI.

(q) Waive deficiencies, nonconformities, irregularities, and apparent clerical mistakes in a LOI, accept and review a non-conforming LOI or permit clarifications or supplements to a LOI.

(r) Disqualify any consultant that changes its submittal after the Response Due Date and Time without TRIBAL ONE approval.

(s) Disqualify any consultant under the RFP for violating any rules or requirements of the procurement set forth in this RFP or in any other communication from Tribal One.

(t) Add to the short list of qualified consultants any consultant that submitted a LOI in order to replace a previously qualified consultant that withdraws or is disqualified from participation in this procurement.

(u) Not issue any notice to proceed after execution of an agreement.

(v) Design and construct some of or the entire Project.

(w) Exercise any other right reserved or afforded to Tribal One under the RFP or applicable laws and regulations.

Exhibit A

Draft Standard Professional Services Agreement

[attached]

Exhibit B

PIDP Project Narrative

[attached]

Exhibit C

Connect Oregon Project Narrative

[attached]

Exhibit D

Selection Rating Sheet

Consultant Name: _____

Evaluation Criteria Rated by Scorers:

Category	Scoring Criteria	Score	Weight	Weighted Score
Identification and Key Staff	Evaluation of team's personnel and equipment to perform on time		20	
	Availability of more than adequate capacity that results in value and cost savings to Tribal One			
	Capacity of firm's team to complete services according to schedule and under budget			
Team's Demonstrated Experience and Qualifications	Technical expertise necessary to complete the services under this RFP, including, design and engineering experience on marine facilities		30	
	Demonstrated outstanding expertise and experience identified for required services for value added benefit			
	Demonstrated success and experience on similar projects on the Oregon Coast or Pacific Northwest in the last five years			
	Expertise and experience at appropriate level			
Project Familiarity	Familiarity of project site and overall experience with marine facilities on the Oregon Coast		20	
	Familiarity with project site			
	Location of assigned staff office relative to Project site			
Project Approach	Description of how the scope of work will be undertaken demonstrating the firm's understanding of the project, risks, challenges, and a strategy employed to complete the project on time and under budget		20	
	Approach of work to be completed by subconsultants and expertise of subconsultants			
	Demonstrated success in approach as evidence in past performance on contracts in terms of cost control, quality, and schedule.			
Overall Proposal Quality	Demonstrated responsiveness and professionalism in LOI submission		10	
			Total	

The scores assigned above represent my best judgment of the consultant's abilities for the rating categories.

Signed: _____

Title: _____

Date: _____