

**Confederated Tribes of the Umatilla Indian Reservation
(CTUIR)**

**REQUEST FOR PROPOSAL (RFP)
SIGNAGE FOR COYOTE BUSINESS PARK & WANAPA INDUSTRIAL SITE**

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ISSUED: DECEMBER 23, 2024

DUE: BY 5 PM ON FRIDAY, JANUARY 10, 2025



Economic & Community Development
Confederated Tribes of the Umatilla Reservation



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1. BACKGROUND

The Confederated Tribes of the Umatilla Indian Reservation (CTUIR) is currently accepting proposals to manufacture and install a variety of signs for Coyote Business Park on the Umatilla Indian Reservation and one sign for the Wanapa Industrial Site located in Umatilla, Oregon.

The purpose of this Request for Proposal (RFP) is to solicit proposals from various candidate organizations; conduct a fair and extensive evaluation based on criteria listed herein and select the candidate who best represents the direction the CTUIR wishes to go.

2. PROPOSAL GUIDELINES

This Request for Proposal represents the requirements for an open and competitive process. Proposals will be accepted until 5 pm on Friday, January 10, 2025. Any proposals received after this date and time will be returned to the sender. All proposals must be signed by an official agent or representative of the company submitting the proposal.

If the organization submitting a proposal must contract any work to meet the requirements contained herein, this must be clearly stated in the proposal. Additionally, all costs included in the proposals must be all-inclusive to include any contracted work. Any proposals which call for contracting work must include the name and description of the organizations being contracted.

All costs must be itemized to include an explanation of all fees and costs.

Contract terms and conditions will be negotiated upon selection of the winning bidder for this RFP. All contractual terms and conditions will be included in a Professional Service Agreement (attached) subject to review by the Tribe's legal department and will include scope, budget, schedule, and other necessary items pertaining to the project.

3. PROJECT PURPOSE AND DESCRIPTION

The purpose of this project is to update signage and improve the durability of placement and the use of low maintenance materials. The signs will be consistent with the brand and have been designed in-house.

4. PROJECT SCOPE

The scope of this project includes manufacturing according to specifications the in-house designed proofs included with this RFP and installation as directed.

The Tribe has rebranded the Coyote Business Park (CBP) and Wanapa Industrial Site (WIS) and the signage is due to be replaced.

DEVELOPMENT PHASES

The following criteria will be followed during this project:

Manufacturing Phase

- Work collaboratively with CTUIR representative to follow attached exhibits and to offer suggestions to better meet CTUIR objectives. CTUIR is flexible on materials and depends on the contractor for input. The overall objective is for CTUIR to have modern, high quality, weather resistant signage.
- Using the in-house designs, make proof available to arrive at final approval of the signs to be manufactured.
- Review materials, specifications, size, location to be placed for each sign as part of the proofing process, before any manufacturing takes place.

Installation Phase

- Install signs as directed by CTUIR staff with staff at the site to confirm desired placement.
- Use signposts and materials as described in the attached exhibit and offer suggestions to better meet the objectives.
- Install signs to be firmly placed to withstand strong wind and weather. The signs should have a useful life of at least 10 years and be low maintenance.

Warranty and Project Closeout Phase

- Manufacture and install all signs no later than March 15, 2025.
- Manage the project closeout process to ensure timely and acceptable completion.
- Maintain files of all pertinent correspondence and documentation.
- Facilitate timely response to issues throughout a 12-month warranty phase.

5. REQUEST FOR PROPOSAL AND PROJECT TIMELINE

Request for Proposal Timeline:

All proposals in response to this RFP are due no later than 5 pm PST January 10, 2025.

Evaluation of proposals will be conducted from January 13, 2025, until January 17, 2025. If additional information or discussions are needed with any bidders during this 5-day window, the bidder(s) will be notified.

The selection decision for the winning bidder will be made no later than January 22, 2025.

Upon notification, the contract negotiation with the winning bidder will begin immediately. Professional Service Agreement to be negotiated no later than January 28, 2025.

Notifications to bidders who were not selected will be completed by January 20, 2025.

Project Timeline:

Project initiation must be started by February 1, 2025.

Project completion must be completed by March 15, 2025.

6. BUDGET

All proposals must include proposed costs to complete the tasks described in the project scope. Costs should be stated as one-time or non-recurring costs (NRC).

NOTE: All costs and fees must be clearly described in each proposal. All NRC should be detailed including proposed subcontract work. Prepare your cost estimates using a 6-month schedule from hiring the contractor.

Include a copy of your company's pay rate schedule.

7. BIDDER QUALIFICATIONS

Bidders should provide the following items as part of their proposal for consideration:

- Description of experience in successful completion of past projects.
- List of how many full time, part-time, and contractor staff in your organization.
- Testimonials from past clients on your company's work.
- Anticipated resources you will assign to this project (total number, role, title, experience.)
- Project management and construction methodology.
- Local involvement and history of working with Indian Tribes

8. PROPOSAL EVALUATION CRITERIA

CTUIR will evaluate all proposals based on the following criteria. Your proposal should follow the format below and should be less than 12 pages, single sided, minimum 11-point font. Divider sheets are required and will not be included in the page count. Facsimile transmissions will not be accepted. E-mail and USPS mail will be accepted. To ensure consideration for this Request for Proposal, your proposal should be complete and include all the following criteria in:

- Firm Background (10 points): Describe your firm including ownership structure, service area, volume of project management services, length of time in the industry and successful completion of similar projects as desired in this RFP.
- Local Knowledge (10 points): Describe your understanding of the locality of the project site and the unique considerations of working on the CTUIR Reservation. Describe your firm's plan to help maximize the economic impact on the Tribal community. Provide specific examples of your track record.
- Previous experience and work (10 points): Provide recent experience on similar projects, clearly noting work performed. Provide reference contact person and telephone number for these projects.
- Staffing plan (25 points): Provide a detailed and specific discussion of your firm's proposed staffing plan. Include an organizational chart, description of staff roles, resume and other relevant information. Describe your plan to effectively complete the project by March 15, 2025.
- Approach (15 points): Provide a general discussion of your management philosophy. Include a description of your firm's involvement from the planning phase through the completion of the project. Provide examples of your methods to ensure quality, budget, and schedule control.
- Value and cost (25 points): Provide a detailed breakdown of your proposed fee, clearly stating any items not covered by your fee. State whether your proposed fee is a lump sum or not-to-exceed amount.
- Indian Preference and TERO Certification (5 points): Provide documentation to confirm your firm is at least 51% Native-owned and that your firm is certified as Native-owned by the CTUIR TERO program.

Each bidder must submit 3 copies of their proposal to the address below by January 10, 2025, by 5 pm PST:

Confederated Tribes of the Umatilla Indian Reservation
c/o Department of Economic & Community Development ATTN: Susan Bower
46411 Timine Way
Pendleton, Oregon 97801
Email: susanbower@ctuir.org

Attachments:

Professional Services Agreement
In-house designs and specifications for CBP and WIS signs
Map for sign installation

1. Replace existing three pole signs, please quote, and include sample photos of the materials of the proposed signage with the following:

- a. Location: Pendleton, Oregon
 - i. (See attached spreadsheet image and map image for exact location. Map IDs: A2, A4, and C1.)
- b. Sign Panel –72”w by 48”h, ¼” thick Aluminum.
- c. 6’w x 4’h Aluminum Frame, black
- d. Black, aluminum sign frame with 3” square post, bottom rail, and no top rail to allow for custom shape of sign panels
- e. Double-sided
- f. Set frame in concrete
- g. Composite (ACM) sign panel with full color
- h. Print vinyl with clear over-laminate
- i. Fully reflective material

2. Update four signs on the existing wood structures:

- a. Location: Pendleton, Oregon (See attached spreadsheet image and map for exact location.)
 - i. Map IDs: D1, D2, D3, D4.)
- b. Sign Panel -16 ft w x 10 ft h (Four: 4 ft w x 10 ft h panels per sign)
- c. Single-sided
- d. Fully reflective material

3. Update one sign on the existing wood structure:

- a. Location: End of gravel road cul-de-sac on Beach Access Road, Umatilla, Oregon
 - i. (See attached Wanapa map images for exact location. Map ID: W1)

- b. Sign Panel -8 ft w x 4 ft h
- c. Single-sided
- d. Fully reflective material

4. Remove two existing signs without replacements, as seen on the spreadsheet image attached.

- a. Location: Pendleton, Oregon
 - i. (See attached spreadsheet image and map for exact location. Map IDs: A1, A3.)

Map IDs	Update / Remove	Total	What	Street	Concept	Total Sides	Existing Size	Material	Post
A2	Remove & Replace	1	CBP North	Hwy 331	walkup	2, identical	8ft w x 4ft h	On reflective material	Replacing pole structure with aluminum
A4	Remove & Replace	1	CBP East	Spilya Road	walkup	2, identical	8ft w x 4ft h	On reflective material	Replacing pole structure with aluminum
C1	Remove & Replace	1	CBP South	Tokti Road	walkup	2, identical	8ft w x 4ft h	On reflective material	Replacing pole structure with aluminum
D1, D2, D3, D4	Update Existing	4	CBP	I-84	driveby	1	16ft w x 10ft h	On reflective material	Using existing wood structure
W1	Update Existing	1	WIS	Umatilla, OR	walkup	1	8ft w x 4ft h	On reflective material	Using existing wood structure

A1	Remove, No Replacement	1	CBP North	Hwy 331			8ft w x 4ft h	On reflective material	pole structure (no sign, it blew off)
A3	Remove, No Replacement	1	CBP North	Hwy 331			8ft w x 4ft h	On reflective material	wood structure

Revised: December 20, 2024 at 1:26 PM



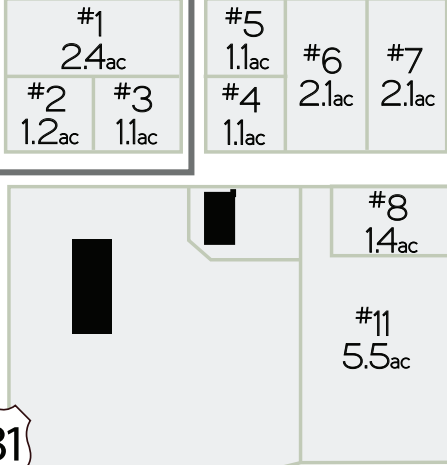
Date Updated: October 16, 2024 at 11:55am

Wanapa Industrial Site



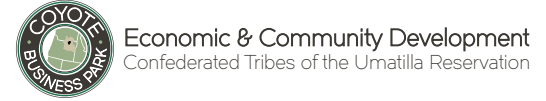
1

Coyote Business Park EAST



ID# c006-Design1-vs4. File name, "CBP E sign-Design1-vs4" Out to proof date: December 20, 2024

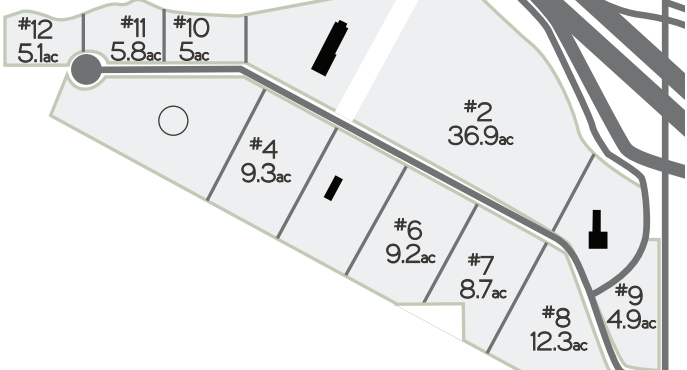
Come grow with us!



6' w

2

Coyote Business Park SOUTH



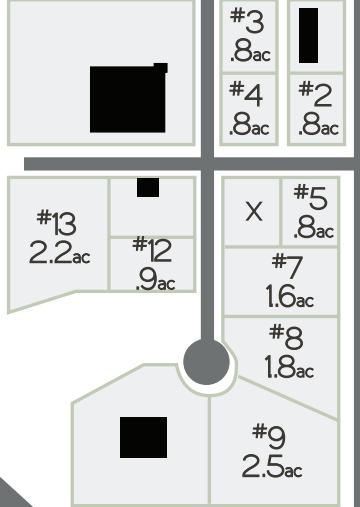
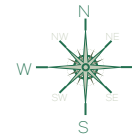
ID# c008-Design1-A-vs5. File name, "CBP S sign C1-Design1-vs5" Out to proof date: November 1, 2024

Come grow with us!



3

Coyote Business Park NORTH



ID# c005-vs5_alt2-vs7 File name, "CBP N sign A2-vs5 _ alternate 2-vs7" Out to proof date: August 7, 2024

Come grow with us!



6' w

4' h

4' h

File name, "proofLayout-signs-CBP e n and s-vs5". Out to proof date: December 20, 2024

Interstate-84 signs: D1- D4 on the map.

Come grow with us!
CoyoteBusinessPark.com



10' h



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ID# c003-DesignB-DesignV65. File name, "CBP_i-84 sign-DesignB-D1 through D4-vs5" Out to proof date: November 20, 2024

16' w

Wanapa Industrial Site

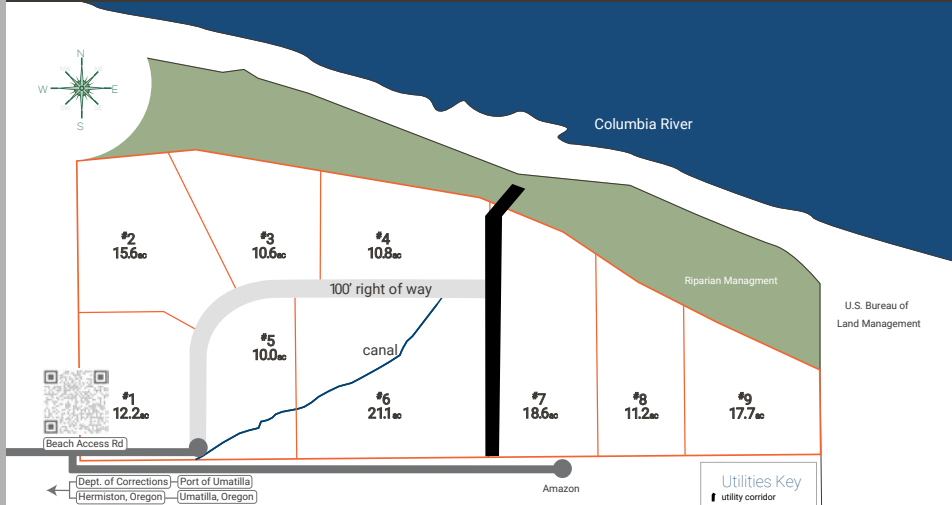
Come grow with us!

4' h



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WanapaIndustrialSite.com



ID# w001-design1-A-vs6. File name, "Popup Banner_WIS-Design1-A-vs6" Out to proof date: December 20, 2024

8' w



PROFESSIONAL SERVICES AGREEMENT

This professional services agreement is dated as of [insert month, day and year], and is between the Confederated Tribes of the Umatilla Indian Reservation, a federally recognized Indian tribe acting through its [insert department name] (the “CONFEDERATED TRIBES”), and [insert name] (the “CONTRACTOR”).

1. Agreement

1.1 Scope of Work. The CONTRACTOR agrees to perform the services (“Services”) detailed in **Schedule A**.

1.2 Payment. The CONFEDERATED TRIBES agrees to pay the CONTRACTOR in accordance with the terms in **Schedule B**. Payment for Services is limited to a maximum of \$_____.

1.3 Availability of Funds. Another agreement between the CONFEDERATED TRIBES and a third party may authorize and limit this one. Consequently, reimbursement under section 1.2 (Payment) is subject to the availability of funds.

1.4 Term. This agreement commences on the date written above and terminates on [insert month, day and year] unless otherwise terminated earlier.

1.5 Designated Contact. The representative for the CONFEDERATED TRIBES is [insert name]. The representative for the CONTRACTOR is [insert name].

2. Personnel

2.1 Independent Contractor. The CONTRACTOR agrees to employ, at its own expense, all personnel reasonably necessary to perform the Services required by this agreement. These personnel are not employees of the CONFEDERATED TRIBES. The CONTRACTOR shall ensure that all personnel engaged in performing Services are fully qualified to undertake the work in accordance with applicable tribal, state, or federal laws. The CONTRACTOR is an independent contractor. The CONTRACTOR is not an agent or employee of the CONFEDERATED TRIBES. The CONTRACTOR and the CONFEDERATED TRIBES are not engaged in a joint venture or partnership. Neither party can represent or bind the other.

2.2 Subcontractors. The CONTRACTOR shall obtain written approval from the CONFEDERATED TRIBES before hiring a subcontractor.

2.3 TERO. The CONTRACTOR shall comply with the Tribal Employment Rights Office Code and execute a Compliance Agreement.

3. Representations and Warranties

3.1 Professional Work. The CONTRACTOR shall perform Services in a professional, thorough, and skillful manner consistent with their profession’s standards in the Pacific Northwest region.

3.2 Compliance with Laws. The CONTRACTOR shall comply with all applicable tribal, state, local, and federal laws. The CONTRACTOR represents that it has reviewed, and is familiar with, all laws relevant to the performance of Services under this agreement.

3.3 Safety. The CONTRACTOR shall perform all work in a safe manner.

3.4 Broad Protection. All representations and warranties are to be interpreted expansively to afford the broadest protection available to the CONFEDERATED TRIBES.

4. INDEMNIFICATION

4.1 INDEMNIFICATION. THE CONTRACTOR SHALL DEFEND, HOLD HARMLESS, AND INDEMNIFY THE CONFEDERATED TRIBES AND ITS OFFICERS, EMPLOYEES, AND AGENTS (THE “INDEMNIFIED PARTIES”) AGAINST ALL LOSSES, LIABILITIES, CLAIMS, DAMAGES, COSTS OR EXPENSES, INCLUDING REASONABLE ATTORNEY’S FEES AND EXPENSES (COLLECTIVELY, “CLAIM”) THAT ARE BROUGHT AGAINST THE INDEMNIFIED PARTIES ARISING OUT OF OR RELATED TO (1) ANY PERSONAL INJURY, DEATH OR PROPERTY DAMAGE CAUSED BY ANY ACT, OMISSION, ERROR, FAULT, MISTAKE OR NEGLIGENCE OF THE CONTRACTOR OR ITS EMPLOYEES, AGENTS, OR SUBCONTRACTORS RELATED TO THIS AGREEMENT, (2) ANY ACT OR OMISSION BY THE CONTRACTOR THAT CONSTITUTES A NON-TRIVIAL (FROM THE PERSPECTIVE OF A REASONABLE PERSON IN THE POSITION OF THE INDEMNIFIED PARTIES) BREACH OF THIS AGREEMENT INCLUDING, WITHOUT LIMITATION, ANY MISREPRESENTATION OR BREACH OF WARRANTY, OR (3) THE INFRINGEMENT OF ANY PATENT, COPYRIGHT, TRADE SECRET OR OTHER PROPRIETARY RIGHT ARISING FROM DELIVERY, USE, OR PERFORMANCE OF THE SERVICES. THIS DUTY INCLUDES COSTS INCURRED BY THE INDEMNIFIED PARTIES IN ASSUMING THEIR OWN DEFENSE. THE CONTRACTOR’S OBLIGATION UNDER THIS SECTION SHALL NOT EXTEND TO ANY CLAIM PRIMARILY CAUSED BY (1) THE NEGLIGENT OR INTENTIONAL MISCONDUCT OF AN INDEMNIFIED PARTY, OR (2) THE CONFEDERATED TRIBES’ MODIFICATION OF GOODS WITHOUT THE CONTRACTOR’S APPROVAL AND IN A MANNER INCONSISTENT WITH THE PURPOSE AND PROPER USE OF THOSE GOODS.

4.2 WRITTEN AUTHORIZATION. ANY LEGAL COUNSEL PURPORTING TO REPRESENT THE INTERESTS OF AN INDEMNIFIED PARTY SHALL FIRST OBTAIN WRITTEN AUTHORIZATION FROM THE CONFEDERATED TRIBES' OFFICE OF LEGAL COUNSEL. THE CONFEDERATED TRIBES, THROUGH ITS OFFICE OF LEGAL COUNSEL, MAY ASSUME THE DEFENSE OF AN INDEMNIFIED PARTY AT ANY TIME WHEN IT DETERMINES IN ITS SOLE DISCRETION THAT (1) PROPOSED COUNSEL IS PROHIBITED FROM THE PARTICULAR REPRESENTATION CONTEMPLATED; (2) COUNSEL'S REPRESENTATION IS INADEQUATE; (3) IMPORTANT TRIBAL INTERESTS ARE AT STAKE; OR (4) IT IS IN THE BEST INTEREST OF AN INDEMNIFIED PARTY.

5. Work Product

5.1 Definition. "**Work Product**" means any work papers, reports, information, drawings, or internal memoranda of any kind, including photographs, and any written or graphic material, or other materials, however produced, prepared by, collected, generated, or created by the CONTRACTOR in connection with its performance of the Services.

5.2 Ownership. The CONFEDERATED TRIBES owns all Work Product.

5.3 Confidential. All Work Product is confidential and the CONTRACTOR shall maintain that confidentiality.

5.4 Authorization. The CONTRACTOR shall not disclose any Work Product without prior written authorization from the CONFEDERATED TRIBES.

5.5 Employees. The CONTRACTOR shall only disclose Work Product to employees when necessary to perform the Services. The CONTRACTOR shall require all employees to maintain the Work Product's confidentiality.

5.6 Return of Work Product. The CONTRACTOR shall promptly deliver all Work Product to the CONFEDERATED TRIBES upon completion of the Services or termination of this agreement.

6. Insurance [Check the appropriate box]

6.1 Whether Required. Insurance IS IS NOT required. If unchecked, insurance is required.

6.2 Generally. If insurance is required under this agreement, CONSULTANT shall maintain the following insurance, naming the CONFEDERATED TRIBES as an additional insured:

- (a) Commercial General Liability Insurance in the amount of one million dollars each occurrence and two million dollars aggregate.
- (b) Commercial Automobile Liability Insurance in an amount equal to the greater of (1) one million dollars for all vehicles used in performance of the Services or (2) any other amount required by applicable law.
- (c) Worker's Compensation Insurance, Disability Benefits Insurance and any insurance required by applicable law.

6.3 Delivery of Certificates. If insurance is required, the CONTRACTOR shall deliver certificates of insurance showing

the foregoing insurance coverage within 10 days of the start of work.

6.4 No Subrogation. The CONTRACTOR waives all subrogation rights against the CONFEDERATED TRIBES and any of its contractors, subcontractors, agents, officers, employees, or companies.

7. Termination

7.1 For Convenience. Either party may terminate this agreement by giving to the other party 10 days' prior written notice. The notice shall specify the effective date of termination. Termination will not alter payment terms or give rise to any equitable claim for reimbursement.

7.2 Breach of Agreement. The CONFEDERATED TRIBES may immediately terminate this agreement by written notice following a breach by the CONTRACTOR.

8. General Terms

8.1 Choice of Law. The laws of the Confederated Tribes of the Umatilla Indian Reservation govern this agreement.

8.2 Severability. Any provision of this agreement held to be unenforceable will not affect the enforceability of any other provision.

8.3 Terminology. The words "include," "includes," and "including" are to be read as if they were followed by the phrase "without limitation to". The word "or" is not exclusive. Headings are provided for convenience and do not affect meaning. Any reference to a time of day is to the time in Pendleton, Oregon.

8.4 Notices. Notices must be in writing. Delivery occurs when the other party receives notice through certified mail or a reputable overnight courier. Representative addresses are as follows:

The CONFEDERATED TRIBES:

CTUIR
46411 Timine Way
Pendleton, Oregon 97801
Attention: [staff person's name]
Telephone: (541) 276-3165
Facsimile: (541) 276-3095

The CONTRACTOR:

[CONTRACTOR'S Name]
[ADDRESS]
Attention:
Telephone:
Facsimile:

8.5 Entire Agreement. This agreement supersedes all prior or contemporaneous oral or written agreements between the parties.

8.6 Amendments. No change, amendment or modification of this agreement is valid unless it is in writing and executed by the parties.

8.7 Assignment. This agreement is not assignable by the CONTRACTOR and binds any successor.

8.8 Survival. The requirements of Sections 3, 4 and 5 survive termination of this agreement.

8.9 No General Waiver. The waiver or failure to enforce, insist upon, or comply with any term in this agreement does not constitute a general waiver or relinquishment of that term.

8.10 No Construction Against Drafter. Each party has participated in negotiating and drafting this agreement. If any ambiguity or question of intent or interpretation arises, this agreement is to be construed as if the parties had drafted it jointly, as opposed to being construed against a party because it was responsible for drafting one or more provisions of this agreement.

8.11 Any CONTRACTOR providing services to the CONFEDERATED TRIBES that involves direct or unsupervised interaction with children must complete a fingerprint

background check. The CONTRACTOR is responsible for ensuring that all personnel, including volunteers, undergo a national FBI fingerprint-based criminal history check, as well as checks against the National Sex Offender Registry and relevant state registries for criminal history and child abuse records. The costs associated with these background checks will be borne by the CONTRACTOR. If permitted by FBI CJIS rules, the CONTRACTOR may utilize the CONFEDERATED TRIBES' Tribal Access Program for such services.

The CONTRACTOR shall ensure personnel, including volunteers, self-report any arrests or charges for disqualifying offenses within three calendar days, and the CONTRACTOR must notify the CONFEDERATED TRIBES within 24 hours of receiving such reports. The CONFEDERATED TRIBES reserves the right to exclude any CONTRACTOR personnel or volunteers based on the results of these background checks if they reveal disqualifying offenses or raise concerns regarding the safety of children.

This agreement is signed as of the date stated in the introductory clause and may be executed in counterparts or by facsimile.

**CONFEDERATED TRIBES OF THE
UMATILLA INDIAN RESERVATION**

[INSERT CONTRACTOR'S NAME]

By: _____
[Name, Executive Director]

By: _____
[Name, Title]

Attachments:

- Schedule A, Scope of Work**
- Schedule B, Project Budget**