



**Tule River Tribe
&
Tule River Tribe Gaming Authority**

**Request for Proposal for
Architectural/Engineering Design Services**

RFP Number: TRTC-07-2020

Issue Date: November 1, 2019

RFP Submission Address:

Attention: Ralene Clower, Executive Director
Gaming Commission
681 S. Reservation Road
Porterville, CA 93257

RFP Closing date and time:

One (1) complete hard copy and one (1) digital copy (USB drive) to be sent via U.S. Mail or hand delivered via courier to Ms. Ralene Clower must be received by 5:00 pm Pacific Time on December 6, 2019.



THIS DOCUMENT IS TO BE TREATED AS STRICTLY CONFIDENTIAL

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Executive Summary

1. Summary of the Request

The Tule River Tribe Gaming Authority (the "**Gaming Authority**") and the Tule River Tribe ("**Tribe**") (Gaming Authority and Tribe are collectively referred to herein as the "**Owner**") is requesting proposals from architectural/engineering design firms who specialize in casinos, hotels, restaurants, convention and event centers, parking garages regarding the Owner's proposed casino relocation and hotel/convention center project (the "**Project**"). The services sought include all design and engineering services for the Project. The proposed development elements include an approximately 100,000 square foot casino, a 250-room hotel, food and beverage facilities, administrative space, a 1,700 seat and approximately 30,000 square foot multi-purpose event center/convention center, and associated parking and infrastructure. The Successful Respondent (defined below) will be responsible for all Project design activities and management of their engineers and consultants. The Successful Respondent must consistently report progress to and obtain feedback from the Owner, and the Gaming Authority Board's Owner's Representative.

2. Overview of the Tribe and Site

The Tribe is a federally recognized Indian tribe located within the County of Tulare, California. The Tribe, through the Gaming Authority Board, currently operates a Class III gaming facility, the Eagle Mountain Casino, on its existing 55,000 acre-reservation. The Owner intends to relocate the Eagle Mountain Casino to a 40-acre parcel ("**Site**") located at 2780 West Road within the City of Porterville, California, after the Site is transferred to trust status for the benefit of the Tribe. The Site is relatively flat, with a slight elevation increase in the northeast corner and a slight depression in the southwest corner. The Site currently contains two office buildings, several storage containers, a parking lot, and a small paved road; the remainder of the Site is undeveloped and consists of cleared fields. The elevation of the Site ranges from 410 to 430 feet (125 to 131 meters) above mean sea level.

3. Project Background

The Tribe submitted an application to the Bureau of Indian Affairs to transfer the Site into trust for the benefit of the Tribe for gaming purposes. The Project is currently in the final stages of the environmental review to allow the United States to take the land into trust for the benefit of the Tribe. A Final Environmental Impact Statement was issued in May 31, 2019, the Final Environmental Impact Statement is available at <http://www.tulriveris.com/>. As of the date of this RFP, the land has not been taken into trust for the benefit of the Tribe. The Owner is now searching for the necessary professional services to begin the pre-development of the Project.

Terminology and Administrative Requirements

1. Terminology

In this Request for Proposal (including the cover page), unless the context otherwise requires, the following words and terms shall have the meanings indicated herein and the grammatical variations of the words shall have the corresponding meanings. Submission of a proposal in response to this Request for Proposal indicates acceptance of the following terminology.

"Contract" means the written agreement resulting from this Request for Proposal executed by the Owner and the Successful Respondent.

"Must" or "Mandatory" means an essential prerequisite for a proposal to receive consideration.

"Preferred Respondent" means the Respondent selected by the Owner for proceeding to negotiation and execution of the Contract.

"Request for Proposal" or "RFP" means the invitation to prospective Respondents to submit a proposal for the provision of services with requirements specified herein.

"Respondent" means an organization that submits, or intends to submit, a proposal in response to this Request for Proposal.

"Should" or "Desirable" means a requirement having a significant degree of importance to the objectives of the Request for Proposal.

"Successful Respondent" means the Respondent, if any, with whom the Owner executes the Contract.

2. Request for Proposal Process

2.1 Inquiries/Additional Information.

All inquiries related to this RFP are to be in writing via email directed only to the individuals listed below. Information obtained from any other source is not official and shall not be relied upon. Inquiries will be received until 5:00 pm Pacific Time on November 18, 2019 and responses will be recorded and answers may be distributed to all potential Respondents at the Owner's option.

Ralene Clower
Email: rclower@trtgc.com

Robert Martinez, Summit Project Management
Email: rxm@summit-pm.com

2.2 RFP Closing Date and Method of Submission.

Respondents must submit one (1) complete hard copy and one digital copy (USB drive) of its proposal via U.S. Mail or hand delivered or via courier (FedEx, UPS, etc.) to Ms. Ralene Clower. All proposals must be received by 5:00 pm Pacific Time on December 6, 2019. All proposals must be delivered in a sealed envelope to the attention of Ms. Ralene Clower, with "Proposal for Architectural/Engineering Design Services" clearly written in bold type.

If via U. S. Mail:

Gaming Commission
Attn: Ralene Clower, Executive Director
Tule River Indian Tribe of California
P.O. Box 589 Porterville, CA 93258

Hand Delivered or via Courier:

Gaming Commission
Attn: Ralene Clower, Executive Director
Tule River Indian Tribe of California
681 S. Reservation Road
Porterville, CA 93257

2.3 Late Proposals. Late proposals will not be accepted.

2.4 Eligibility.

Proposals will not be evaluated if the Respondent's current or past corporate or other interests may, in the Owner's opinion, give rise to a conflict of interest.

2.5 Evaluation and Selection.

The Owner will review and evaluate proposals and may consider the recommendations of a selection committee. Selection of the Preferred Respondent will be based on a combination of Project understanding and approach, team experience with similar projects, proposed fee, and references. Proposals that do not meet all criteria will be disqualified without further consideration. The Owner's intent is to enter into a Contract with the Respondent whose proposal best aligns with the criteria. As part of the final selection process the Owner reserves the right to:

- (a) Contact all references provided by the Respondent.
- (b) Request an interview with the Respondent. Presenters must include key staff members for the proposed services. The location, time and date will be determined by the Owner and the Respondent will be notified.

2.6 Negotiation Delay.

If a written Contract cannot be negotiated within thirty (30) days of award notification sent to the Preferred Respondent, or such time as determined solely by the Owner, the Owner may, at its sole discretion, terminate negotiations and either negotiate a Contract with the next qualified Preferred Respondent or choose to terminate the RFP process and not enter into a Contract with any of the Respondents.

2.7 Debriefing.

At the conclusion of the RFP process, all Respondents will be notified of the outcome.

2.8 Estimated Time-Frames.

The following timetable outlines the anticipated schedule for the RFP process. The timing and the sequence of events resulting from this RFP may vary and shall be ultimately determined by the Owner.

Event	Anticipated Date
Request for Proposal is issued	November 1, 2019
Deadline for Submitting Inquires/Questions	November 18, 2019
Closing Date to Submit Proposal	December 6, 2019
Proposal evaluation and interview process completed and Preferred Respondent Notified (estimated)	January 6, 2019

3. Proposal Preparation

3.1 Signed Proposals.

All proposals must be signed by an authorized person/designee to sign on behalf of the Respondent and to bind the Respondent to statements made in response to this RFP. The Respondent should ensure its proposal includes a cover letter or statement(s).

3.2 Irrevocability of Proposals.

By submission of a clear and detailed written notice, the Respondent may amend or withdraw its proposal prior to the closing date and time. Upon closing, all proposals become irrevocable, subject to **Section 3.5**. A Respondent who has withdrawn a proposal may submit a new proposal prior to the RFP closing date, provided that such proposal is done in accordance with the terms and conditions of this RFP.

3.3 Acceptance of Terms.

Unless specifically excluded in writing, all the terms and conditions of this RFP are accepted by the Respondent and incorporated in its proposal.

3.4 Respondents' Expenses.

Respondents are responsible for their own expenses in preparing and submitting a proposal, and for subsequent negotiations with the Owner, if any. The Owner will not be liable for Respondent

claims, whether for costs or damages incurred by the Respondent in preparing and submitting the proposal, loss of anticipated profit in connection with any final Contract, or any other matter whatsoever.

3.5 Duration of Proposal.

All Proposals submitted will be irrevocable for ninety (90) days after the closing date as defined in **Section 2.2.**

3.6 Completeness of Proposal.

By submission of a proposal the Respondent warrants that if this RFP requires a Respondent to design, create or provide a system or a process or manage a program, all components required for the system, process or management of the program have been identified in the proposal or will be provided by the Successful Respondent at no charge.

4. Additional Terms

4.1 Acceptance of Proposals.

- (a) This RFP should not be construed as an agreement to procure goods or services by the Owner. The Owner is not bound to enter into a Contract with the Respondent who submits the lowest priced proposal or with any Respondent. Proposals will be reviewed based on the evaluation criteria. The Owner will be under no obligation to receive further information, whether written or oral, from any Respondent.
- (b) Neither acceptance of a proposal nor execution of a Contract will constitute authorization of any activity or development contemplated in any proposal that requires any approval, permit or license pursuant to any federal, state, tribal, regional district or municipal statute, regulation or by-law.

4.2 Form of Contract.

By submission of a proposal, the Respondent agrees to be identified as the Preferred Respondent and is willing to enter into a Contract with the Owner.

4.3 Liability for Errors.

While the Owner has used considerable efforts to ensure an accurate representation of information in this RFP, the information contained herein is supplied solely as a guideline for Respondents. The information is not guaranteed or warranted to be accurate by the Owner, nor is it necessarily comprehensive or exhaustive. Nothing in this RFP is intended to relieve Respondents from forming their own opinions and conclusions with respect to the matters addressed in this RFP.

4.4 Modification of Terms.

The Owner reserves the right to modify the terms of this RFP at any time in its sole discretion. This includes the right to cancel this RFP at any time for any reason whatsoever prior to entering into a Contract with the Preferred Respondent.

4.5 Ownership of Proposals.

All documents, including proposals, submitted by Respondents in response to this RFP shall become the property of the Owner. Such documents, including proposals, will be received and held in confidence to the extent allowable by law. Respondents agree to indemnify and hold the Owner and the Owner's instrumentalities harmless from any claims based on the use of such documents, including proposals, submitted by Respondents in response to this RFP.

4.6 Use of Request for Proposal.

This RFP, or any portion thereof, may not be used for any purpose other than the submission of proposals.

4.7 Confidentiality of Information.

Information pertaining to the Owner obtained by the Respondent as a result of participation in this RFP process and Project is confidential and must not be disclosed without written authorization from the Owner.

4.8 Material Ownership.

All materials submitted, including but not limited to proposals in response to this RFP and any and all information, documentation, and presentations provided by the Successful Respondent to the Owner on a go-forward basis, shall become the sole property of Owner. Respondents agree to indemnify and hold the Owner and the Owner's instrumentalities harmless from any claims based on the use of such materials submitted and any and all information, documentation, and presentations provided to the Owner.

4.9 Information from Other Sources.

The Owner reserves the right to obtain and consider information from other sources concerning the Respondent, such as the Respondent's capability and performance under other contracts, the qualifications of any subcontractor or consultants identified in the Proposal, the Respondent's financial stability, past or pending litigation, and other publicly available information.

4.10 Non-material Variances.

The Owner, in its sole discretion, may waive or permit the cure of nonmaterial variances in the Proposal. Non-material variances include but are not limited to failures to comply that: (i) do not affect overall responsiveness, (ii) are merely a matter of form or format, (iii) do not change the relative standing, or otherwise prejudice other Respondents, (iv) do not change the meaning or scope of the RFP, or (v) do not reflect a material change in the requirements of the RFP.

4.11 Criminal History and Background Investigation.

The Respondent hereby explicitly authorizes the Owner, in the Owner's sole discretion, to conduct criminal history and/or other background investigation(s) of the Respondent, its officers, directors, shareholders, partners and supervisory personnel who will be involved in the performance of the Contract. This authorized investigation(s) shall include, but is not be limited, to Tule River Gaming Agency licensing and background requirements.

4.12 Native Preference.

Firms seeking consideration of priority based on Native Preference must provide proof of tribal ownership.

4.13 Sovereign Immunity.

Nothing contained in this RFP shall be construed as a waiver of rights, privileges, and sovereign immunity of the Tribe or the Tribe's instrumentalities

5. Respondent's Response

5.1 Mandatory Criteria.

Proposals must address the following:

- (a) Team Members.
Describe roles, responsibilities and relevant experience for the team members proposed or this assignment including principals and team members. Attach resumes for committed personnel.

- (b) Scope of Work.
Respondents should describe Respondent's approach to providing the basic scope of services to be provided by the Respondent. The scope of services to be performed under the Architectural/Engineering Design services shall be inclusive of, but not limited to the following:
 - 1. Basic Services
 - i. Architectural Design
 - ii. Structural Design
 - iii. Mechanical/Electrical/Plumbing Design
 - iv. Interior Design
 - 2. Additional Services
 - i. Site/Civil Design
 - ii. Sustainability Design
 - iii. Interior/Site Signage Design
 - iv. FF&E Design
 - v. Specialty Lighting Design
 - 3. Optional Additional Services
 - i. Landscaping (Design Only)
 - ii. Food Service (Design Only)
 - iii. Low Voltage (Design Only)
 - iv. Fire Protection (Design Only)
 - v. Commissioning
 - 4. Owner Supplied Scopes
 - i. Coordination of Owner Supplied Scopes
 - a. Geotechnical Services
 - b. Other

The scope of services shall also include the following:

- 1. Design Documents.
The Architect will be required to provide stamped and sealed design documents that meet all local, state, and federal requirements and codes.

- 2. Bid Documents.
The Architect will be required to provide engineered plans and specifications and bid documents under the Construction Management/General Contracting delivery method that may, if necessary, require multiple bid packages. The Architect will be expected, as part of the Basic Services, to consult with and assist the Owner and Owner's Consultants in identifying the multiple elements (components) to be

designed and constructed separately. The Architect, in conjunction with the Construction Manager/General Contractor, will prepare and distribute bid documents to prospective bidders and conduct pre-bid conferences.

3. Coordination.

Architect will be required to coordinate and cooperate with the Owner, Construction Manager/General Contractor, Owner's Representative, and/or any other Consultants contracted by the Owner, as well as manage all required design reports, permits, planning activities or other activities with other governmental agencies involved with the Project.

(c) Project Approach.

Clearly identify the team's approach and philosophy for the desired outcome of the design of the Project.

(d) Design Team Profile.

Provide a listing of the design team (by firm) and their consultants, detailing the following:

1. Their scope of services to be provided for the Project.
2. Offices in which the work of this engagement will be performed.
3. Size of the firm.
4. The number and type of the staff to be committed to the Project.
5. Detailed list of any prior, current, and/or pending claims or litigation involving professional errors and omissions that have been asserted or filed against the firm during the past ten (10) years, including current status of each pending claim, and the outcome of any resolved claims.

(e) Key Personnel.

Provide a listing of individuals that would be assigned to the Project, with their role, professional qualifications, experience, and any other information pertaining to their ability to perform the duties on the Project. The Owner is particularly interested in the following roles:

1. Project Director/Principal-in-Charge.
2. Architect and Engineers who will sign and seal the drawings for licensing and permitting.
3. Project Manager(s) – The person who will coordinate with other consultants and the Owner/Owner's Representative (POC).
4. Lead Designer(s) – The person who will make final design decisions.

Provide an organizational chart graphically illustrating the structure and staffing, including key design/engineering consultants.

(f) Experience. The Architect must: (i) be a nationally recognized architectural firm possessing a minimum of seven (7) years' experience in the design of tribal resort hotels, casinos, restaurants, event centers, and conference centers; and (ii) demonstrate previous experience and capability on projects including prior lead design responsibilities as architect of record for at least five (5) large Tribal resort hotels and/or casinos of at least \$200 million dollars in construction value, to include the following program elements:

1. Casinos

2. Resort Hotels
3. Restaurants and Food & Beverage Venues
4. Conference Centers
5. Event Centers
6. Parking Garages

Proposals must include three (3) client references including contact name, position, and telephone number. The Architect shall have a strong track record of successfully completing major design commissions within budget, on schedule, and in accordance with the quality requirements of its clients, as evidenced by favorable references.

(g) Design Schedule.

Provide a preliminary design schedule for the Project. The schedule shall additionally illustrate multi-bid packages with their duration for design and anticipated release for procurement by the Construction Manager/General Contractor (assume a start date of late November, 2019).

(h) Fee Proposal.

Provide information on your preliminary fee structure based on the scope indicated above, including anticipated reimbursable costs. Include fees for each line item in **Section 5.1(b), 1, 2, and 3.**

1. Submit a schedule of hourly rates by employee classification, including terms and rates of overtime for additional work if requested.
2. The fee shall be inclusive of any and all specialty consultants. Provide line itemization of anticipated specialty consultants, their scope, and associated fees.

(i) Insurance.

Provide proof of insurance for Respondent, including ability to meet insurance requirements as outlined in this RFP.

(j) Litigation Statement.

Provide any relevant information concerning any pending or active litigation within the last five (5) years.

(k) Certification regarding Debarment, Suspension and other Responsibility Matters.

Provide an executed copy of the Tule River Tribal Council Certification regarding Debarment, Suspension and other Responsibility Matters attached to this RFP as Exhibit 1.

5.2 Clarifications to Proposals.

Owner reserves the right to request, and the Respondent agrees to furnish, any additional data required to support the information contained within their proposal.

5.3 Selection Process.

Owner will privately review all proposals and schedule interviews with those Respondents that demonstrate that they best meet the required services and the submission criteria.

- (a) Owner reserves the right to reject any or all proposals, to waive informalities and irregularities and to accept any proposal considered advantageous to Owner. The selection

will not be solely based on the lowest fee, but also Project schedule, Owner's overall evaluation of the Respondent's experience, and references on projects of a similar nature.

- (b) Owner may make an award without discussion of negotiations or proposals received; therefore, proposals should be submitted in the most favorable terms as possible in response to this RFP. The Owner, however, may initiate discussions with Respondents who submit responsive or potentially responsive proposals and reserves the right to negotiate separately with any source whatsoever, in any manner to best serve the interest of the Owner. Architects shall not initiate discussions.
- (c) Owner makes no commitment to any firm that it will receive an award. Owner reserves the right to reject any or all proposals for any reason at any time, and is under no obligation to accept the lowest proposal.
- (d) Owner may award the contract to any firm, at any time, without previously notifying other respondents. Owner has no obligation to disclose the results of the RFP process or to disclose why a particular firm was selected.

5.4 Addendum or Supplements to RFP.

In the event it becomes necessary to revise any part of this RFP, an addendum which outlines any changes or modifications to the original RFP will be provided to each Respondent that received the original RFP. All proposals must contain acknowledgement of any and all addenda.

5.5 Confidentiality.

This RFP is confidential and for the sole use of Respondent's preparation of a proposal. By the Respondent's acceptance hereof, Respondent agrees:

- (a) Not to disclose, copy or distribute this RFP in whole or in part to persons other than its employees and agents who are authorized by nature of their duties to receive such information.
- (b) To return any confidential or proprietary materials upon the Owner's request.
- (c) Not to use any information in this RFP or any other materials related to the business affairs or procedures of the Owner, Owner and/or any affiliates for Respondent's advantage of any other purpose, other than in performance of this RFP.
- (d) Respondents must recognize and acknowledge that Owner operates in a competitive and sensitive gaming business environment and, for that reason, both parties expect this RFP to be treated as confidential.
- (e) Respondents will be required to sign a Confidentiality Statement and submit it as part of their proposal.

5.6 Amending, Canceling or Rejecting RFP.

Owner reserves the right to amend or cancel this RFP in whole, or in part, at any time, for any reason. Proposals are subject to rejection in whole, or in part, if they limit or modify any of the terms and/or specifications of the RFP.

5.7 Insurance.

The selected firm shall provide and maintain insurance during the term of the proposed services with minimum limits of:

- (a) Commercial General Liability Insurance, which shall include Premises Operations coverage (including explosion, collapse, and underground coverages), Products and Completed Operations coverage (which shall remain in force for seven years after Substantial Completion), Contractual Liability coverage (insuring the hold harmless/indemnity agreements in the contract), Broad Form Property Damage coverage (including coverage for completed operations), and Advertising Injury coverage, all with combined single limit for bodily injury and property damage of not less than \$1,000,000 per occurrence and \$2,000,000 in the aggregate.
- (b) Automobile Liability Insurance, which shall include all owned, non-owned, and hired automobiles, with a combined single limit for bodily injury and property damage of not less than \$1,000,000 per accident.
- (c) Workers' Compensation Insurance, which shall include Employer's Liability with limits of \$500,000 each accident, each disease each employee, and policy limit for disease.
- (d) Umbrella / Excess Liability insurance which shall provide at least the same coverage and endorsement equivalents as required by the Commercial General Liability, Automobile Liability, and Workers' Compensation Insurance provisions above.
- (e) Professional Liability insurance covering damages by reason of any negligent professional act, error, or omission committed by any design professional for whom the Architect may be liable throughout the period of the Architect's work and after the Substantial Completion of the Project with limits of \$1,000,000 per Claim / \$1,000,000 Aggregate.

6. Proposal Format

The following format and sequence should be followed in order to provide consistency in proposals and ensure each proposal receives full consideration. All pages should be consecutively numbered.

- (a) Proposal cover letter, signed according to **Section 3.1**.
- (b) Title Page including the name and number of the Request for Proposal, closing date and time and Respondent's name, address, and primary contact person.
- (c) Table of contents including page numbers.
- (d) A short (one or two page) summary of the key features of the proposal.
- (e) The Respondent's proposal detailing the Respondent's responses to **Section 5** of the RFP.
- (f) A list and description of all current, applicable professional licenses.
- (g) A list of contact names and their telephone numbers in case further clarification is required.
- (h) Appendices, including documents and information that the Respondent wishes to submit as part of its proposal.

“SOVEREIGN IMMUNITY: Nothing herein is intended to convey any rights to individuals or entities that are not parties to this Agreement. Further, nothing herein shall be construed to waive the Tribe's sovereign immunity from unconsented suit against any claims by third parties.”

7. RFP Exhibits

Exhibit 1: Tule River Tribal Council Certification regarding Debarment, Suspension and other Responsibility Matters

Exhibit 1

Tule River Tribal Council
Certification regarding Debarment, Suspension and other Responsibility Matters

[see attached]



TULE RIVER TRIBAL COUNCIL

TULE RIVER INDIAN RESERVATION

TULE RIVER TRIBAL COUNCIL CERTIFICATION REGARDING DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS

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

1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
2. Have not, within a three-year period preceding this proposal, 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 or local) 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;
3. Are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (2) of this certification; and
4. Have not, within a three year-period preceding this proposal, had one or more public transactions (Federal, State or local) terminated for cause or default.

I understand that a false statement on this certification may be grounds for rejection of this proposal or termination of the award. In addition, under 18 U.S.C. Sec. 1001, a false statement may result in a fine of up to \$10,000 or imprisonment for up to five years, or both.

Name of Firm Submitting Bid

Signature and Title of Authorized Official

Date

I am unable to certify to the above statements. Attached is my explanation.

Prime or Subcontractor's Name: _____

Telephone Number: _____