

**TULE RIVER INDIAN TRIBE
CASINO REPLACEMENT PROJECT
Porterville, California**



**REQUEST FOR PROPOSAL
TRTC-22-2021
FOR PURCHASING AGENT**

Issued by: Tule River Indian Tribe of California
Gaming Authority Board
340 N Reservation Rd
Porterville, CA 93257

Issue Date : April 30, 2021

Response Due: May 21, 2021

General Services and Duties

Purchasing Agent shall serve as Agent and Representative for Owner for the purpose of purchasing an estimated \$2.5 Million of Carpet, Furniture, Fixtures, Specialty lighting, Artwork and Small Equipment, Operating Supplies and Related items, as deemed appropriate in accordance with the Owner and approved Interior Design specifications. Purchasing Agent shall coordinate all International and U.S domestic production, transportation, staged/consolidated warehousing as necessary, ocean freight, intermodal transportation and installation. Purchasing Agent shall perform its work within the project milestone schedule provided by the Owner.

Purchasing Agent scope shall include the following areas unless directed otherwise:

- Front of House (FOH) carpeting, material only. FOH pad, BOH carpet and pad and all carpet installation to be by General Contractor.
- Fixtures, Furniture and Equipment designated on Architect/Interior Designer's purchase ready specifications.
- BOH systems furnishings and equipment, including administration of competitive Systems Furniture procurement process.
- Additional items, beyond the scope and budget listed above, which Purchasing Agent may be directed to purchase and coordinate include; operational supplies, draperies, table linens, small appliances within these areas and all other categories as directed or defined on the Differentiation Document agreed to by the Owner and as shown and indicated in the Contract Documents and Specifications provided by the Owner, architect, and interior designer and other owner consultants and vendors, in accordance with the terms and conditions set forth in the Scope of Services listed below.

SCOPE OF SERVICES

Except and to the extent expressly excluded herein, Purchasing Agent shall provide all professional and nonprofessional personnel and services, and all other items of cost, necessary to complete in a professional manner the work and services, described generally as the procurement of, and coordination of delivery to Owner's designated warehouse and Project site, all materials and labor required for installation as contained on the Differentiation Document, to be attached hereto.

The Services shall consist of the following **Pre-procurement Services**, and **Procurement Services** to be compensated as a fixed fee and anticipated reimbursable costs.

Pre Procurement Services:

- Review Contract Documents
- Review Owners Estimate for Completeness
- Solicit key categories "Request for Proposals" from Selected Suppliers
- Propose and coordinate with interior designer "Alternate" materials
- Present "Requests for Clarification" to Owner

- Provide periodic updates of Estimate to Owner
- Receive Authorization to Proceed with Purchases through Approved Requisitions
- Provide copy of the “Vendor” Purchase Order and /or contract to owner as requested.
- Visit project site as required (reimbursables to be billable separately for travel and site visits,
- Meetings and Presentations to Owners
- Develop Project Estimates, and provide updates
- Material Confirmation, Coordinate “Mock ups”
- Comply with Differentiation Document
- Provide the following:
 - Procurement strategy, approval and authorization requisition process
 - Itemized schedule cross referenced with Owner’s Budget
- Provide an add alternate price for warehousing goods for up to 3 months in air conditioned space as required for delivery and installation
 - Provide alternate sourcing, pricing– as time and items permit
 - Competitive bidding except for Owner approved Sole Sourced Item or as directed
 - Negotiate with Suppliers
 - Provide Sole Source Justification for all Sole Sourced Material
 - Develop Concurrence Memorandum and Recommendation

Procurement Services:

- Develop Purchase Documents
- Purchase Order Issuance
- Confirm and Edit “Supplier” Order Acknowledgement, Scheduled and Supplier Delivery dates, Provide Status to Owner
- Track Purchases and Expedite as required
- Develop project specific Item Tracking System Report (ITSR)
- Accounting, Monthly Reconciliation
- Review for Compliance of all Purchase Orders against Supplier Invoices
- Payment of Vendor invoices
- Monitor Production and Shipping Schedules
- Logistic Management US and Ocean Freight; Intermodal joint effort with Owner
- Claims assistance only, Owner’s responsible for claim filing service
- Material Expediting as required
- Coordinate Freight and Logistics
- Coordinate receiving at loading port warehouse
- Assist Owner with Freight Claim processing
- Onsite Installation Oversight
- Process Invoices for Payment to Suppliers
- Punch List Preparation and Inspection as may be required
- Closeout Documents as may be required

Purchasing Agent Detail of Services

1. Purchasing Agent shall competitively bid as may be applicable and as time permits, maintain all related purchase documents, arrange and issue purchase contracts and orders for the purchase and delivery to Owner's destination or staging warehouse, coordinate release of material from Owner's destination or staging warehouse to installation and/or site contractors.
2. Purchasing Agent shall meet with Owner, Architect and Interior Designer, and Owner's Contractor (collectively "Project Team") as necessary to review all data related to Furniture, Fixtures and other Equipment.
3. Purchasing Agent shall meet with the "Project Team" as needed to review the costs of merchandise ordered to date in order to achieve compliance with Owner's Budget and reconcile any differences in specifications, takeoffs and quantities required for all material, and the scheduling and logistics of the delivery of the Materials. Purchasing Agent shall develop a complete list of all Materials for the Project based upon the Drawings and Specifications issued by Architect and Interior Designer.
4. Purchasing Agent shall review the design documents issued by Architect as a courtesy check and provide comments pursuant to the coordination of the Deliverables hereunder, and as necessary and required assure that the Project Team is aware of the needs of certain material that requires alignment with electrical, plumbing, drains, vents, and other "points of connection" as designed and provided for by the Architect, Engineers and Interior Designer.
5. Purchasing Agent shall meet with Owner and Project Team as required to ensure best value evaluations of Materials, and to assist in value-engineering and cost reduction efforts as required to meet Owner's Project Budget.
6. Purchasing Agent shall review the specifications issued by Architect and Interior Designer to confirm that all such specifications are "purchase ready" and if not, timely notify Owner in writing of all deficiencies.
7. Purchasing Agent shall review the project milestone schedule to ensure all major activities and requirements of the Project are achievable by Purchasing Agent, based on critical path milestones for specific Furniture, Fixtures and Equipment and other Project Materials required for the Project, provided by the Owner.
8. Purchasing Agent shall develop and update Working budget for Furniture, Fixtures and other Equipment periodically, or when a material impact to Costs is realized, for Owner's review.
9. Purchasing Agent shall provide procurement, tracking and reporting services to Owner and Project Team as to current status of budget, specifications, order and delivery status, payment requests for all Materials.
10. Purchasing Agent shall provide status of all action items, variances to Material Budget,

Project Schedule, Request for Clarification and Requests for Alternates or Substitution requiring approval.

11. Purchasing Agent shall arrange for Materials to be delivered to the Warehouse or site provided by Owner.
12. Purchasing Agent shall use its best efforts to ensure that the Materials received are consistent with those specified and ordered for the Project. Purchasing Agent shall assist Owner when rejecting damaged, defective or non-complying Materials, and processing and collecting insurance claims for the benefit of the Owner. Owner shall initiate all freight related claims and Purchasing Agent shall NOT be responsible for receiving, inspecting and accepting Materials at Project full time, unless contracted to do so as an Additional Service.
13. Purchasing Agent shall perform all Services in a manner to support the Owner's Project Schedule, to the extent within the control of the Purchasing Agent.
14. Purchasing Agent shall maintain quick and close communication and coordination with Project Team as necessary to carry out its Services hereunder and as directed by Owner.
15. Purchasing Agent shall issue purchase orders for purchase of Materials on behalf of Owner to include terms and conditions to authorize deposits and prepayments as necessary to obtain the best availability and purchase price.
16. Purchasing Agent shall review, confirm and otherwise process all invoices for payment by Purchasing Agent or recommend an appropriate action to Owner.
17. Purchasing Agent shall attend meetings with Owner and/or the Project Team as deemed necessary by Owner for the completion of the Services.
18. Purchasing Agent shall provide copies of all purchase orders issued and access to a secure site for informational and item tracking purposes.
19. Purchasing Agent shall identify all packaging, freight, shipping, transportation, storage, and/or insurance charge(s), and taxes as applicable, related to each item for Owner's informational and accounting purposes.
20. Purchasing Agent shall provide tracking expediting services to maintain the deliveries in accordance with the Project Schedule with the limitations of the Purchasing Agent to execute the timely order placement.
21. Purchasing Agent shall obtain copies of all certificates of performance, all warranties and operations manuals for the Materials at substantial completion of the installation Services, "substantial completion" being defined as the date of completion of all installation and inspection for turnover to, acceptance, and use and operation by Owner.
22. Purchasing Agent shall assure that all warranties, spare parts requirements, Attic Stock

and other requirements of specifications are included in orders placed.

23. Purchasing Agent shall assure that all items that it recommends to the Owner meet or exceed industry standards for warranty duration and coverage.
24. Purchasing Agent shall obtain and provide copies of all data sheets as appropriate for all chemical substances purchased by agent on behalf of Owner.
25. Purchasing Agent shall, on behalf of Owner, pursue all nonconforming goods claims (not transportation related), occurring through no fault of the Purchasing Agent, as a Supplemental "Additional Services."
26. Purchasing Agent shall visit manufacturing locations, if requested by and, with prior approval of, the Owner, to confirm manufacturing compliance or timely delivery of critical items and provide written reports of findings to Owner, as a Supplemental "Additional Services."
27. Purchasing Agent shall administer the Owner's Sale Tax Exemption process with all manufacturers and vendors with whom it interacts.
28. Purchasing Agent shall procure, by competitive bid, installation services for FFE and Fixtures within its scope, as well as their delivery from warehouse to final installation location. Installation of Carpeting and Decorative light fixtures will be by General Contractor.
29. Purchasing Agent shall include in Installation Vendor's scope and pricing removal and disposal of packing materials and debris.

Definition of Net Cost

"Best" supplier sell / purchase price resulting from Purchasing Agent's efforts through the solicitation of bids, negotiations, Sole Source pricing, design build custom items, manufactured standard items discount to price lists – Best Price takes into consideration the cost of transportation either by dedicated factory transport, common carrier, parcel delivery, air freight, ocean freight or courier defined as (FOB Factory or FOB Destination). If the transportation of the item is determined that FOB Destination is the best option to deliver item to the project Warehouse, then any and all transportation charges must be added to the cost of the item or listed separately and calculated as part of the total net value. In most cases, Transportation and Freight Charges shall follow under separate cover / or an amended invoice with reference to the original Purchase Order. Purchasing Agent may, as an incentive to the (Supplier), be directed by the Owner to negotiate a larger discount by offering accelerated payment terms or full pre-payment. Owner shall review each request for this type of incentive on a case-by-case basis. **All savings, rebates, cash and trade discounts and incentives shall be accrued to the Owner. There shall be no shared savings or additional compensation to the benefit of the Purchasing Agent.**

Any applicable import / export taxes, duties and/ or customs will be paid by Owner as part of each

Purchase Order and such applicable charges are considered as a component of the purchase price subject to the agreed Procurement Fee unless otherwise omitted.

Reports and deliverables required:

In addition to any other Deliverables required by the Contract or Design Documents, Purchasing Agent shall provide the following reports to Owner in the specified frequency:

1. Periodic update Furniture, Fixtures and Equipment Estimate: Purchasing Agent shall update the FF&E Master Cost Schedule of each item of "Material" to be ordered by Purchasing Agent on Owner's behalf. Purchasing Agent shall provide updates to Owner.
2. Monthly Project Status Report: Status of each item or Category of items a) material out for bid b) bids received, c) alternates submitted for approval, d) purchased, e) ship date, f) in transit, g) received at warehouse or on site, h) delivered, i) installed, j) notes. Conflicts to the Project Schedule shall be "red" flagged in order to achieve prompt resolution. Detailed actual and/or scheduled delivery dates shall be provided by line item or category.
3. Monthly Project Cost Status Report: Show commitments against Project Budget and Estimate by item or by category.
4. Warranties, operations and maintenance manuals, spare parts lists and "attic stock", and other equipment and materials documentation shall be provided to Owner upon substantial completion as long as the Vendors submit to Purchasing Agent as requested.
5. Purchasing Agent shall agree, upon request of Owner, to make all books, records and any and all other material relating to the Project and the performance of Purchasing Agent's Services hereunder available to Owner for inspection and audit.

Spare parts and attic stock:

The Services of the Purchasing Agent shall include providing a recommended List of Spare Parts and/ or Attic Stock as may be applicable and purchasing same as approved by the Owner.

Design and Warranty:

All Furniture, Fixtures, and Equipment shall be provided in accordance with the Drawings and Specifications developed by Owner's Consultants, unless the Owner authorizes an alternate item in writing. Purchasing Agent shall cause all items provided to be warranted by the supplier, manufacturer, distributor (the vendors) as applicable in accordance with the vendors manufacturer standard stated warranty/guarantee as set forth in the manufacturer's specifications.

Staffing:

Purchasing Agent shall assign a dedicated Team Leader and support to perform these Services; who shall be available to Owner at all times during business hours, and whom Purchasing Agent shall not remove or

change without Owner's approval.

Work by others:

All Work, Equipment and Services to be provided or contracted by others is as noted below, unless specifically noted in Purchasing Agent's Proposal:

- a. Installation of carpet and decorative light fixtures procured/delivered to site by Purchasing Agent will be by General Contractor.
- b. Interim warehousing onsite of Materials will be provided by Owner.
- c. Initial Receiving, off-loading and setting of Materials for specific categories, i.e. furniture, artwork; by Owner. However, Purchasing Agent shall coordinate with Owner's receiving personnel who shall be present for all receiving & off loading, to verify quantities & condition of products, and prepare related freight claims as needed.
- d. Electrical internal and final connections; by a licensed electrician.
- e. Plumbing internal and final connections, by a licensed plumber.
- f. Low voltage wiring, data lines, cable; by Owner direct Vendor, unless otherwise noted.
- g. Millwork; by General Contractor unless otherwise noted.

Compensation:

For full procurement services as described herein: Purchasing Agent proposes to charge the following:

- **Pre-procurement Services** shall be performed for a fixed fee of \$_____
- **Procurement Services** shall be performed for a Fixed Procurement Fee of \$_____

Reimbursable Expenses:

Expenses incurred by Purchasing Agent in performing their duties shall be reimbursed at cost. These shall include airfare, car rental, meals, mileage, hotel accommodations and other usual and customary expenses.

Submission of Proposal

One (1) printed copy and one USB drive copy of the proposal shall be submitted. Attachment 1 shall be included in the packet regarding suspension and debarment. All proposals must be submitted in a sealed envelope or box. Proposals shall remain confidential until the Advisory Board has reviewed all proposals, finalist interviews have been scheduled and the intent to award a contract has been made.

Proposals shall be submitted to:

Tule River Tribal Council
Gaming Authority Board
Attn: Corina Harris,
Procurement Director
340 N. Reservation Road
Porterville, CA 93257

For additional information, please contact Corina Harris at (559)781-4271 extension 1042 or email: corina.harris@tulerivertribe-nsn.gov, Robert Martinez at rxm@summit-pm.com