



Tule River Tribe Gaming Authority

Request for Proposal for HVAC Design & Engineering Services

RFP Number: TRTC-20-2024 Issue Date: April 30th, 2024

RFP Submission Address:

Attention: Teresa Villegas, Procurement Specialist
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. Teresa Villegas must be received by 5:00 pm Pacific Time on May 24, 2024.

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Executive Summary

1. Summary of the Request

The Tule River Tribe Gaming Authority (the "**Gaming Authority**", referred to herein as the "**Owner**") is requesting proposals from architecture and engineering firms who specialize in HVAC improvements

The Successful Respondent (defined below) will be responsible for all design activities and management of their engineers and consultants for the Owner's proposed Heating, Ventilation, and Air Conditions ("HVAC") systems enhancement project ("HVAC Enhancement Project"). The Successful Respondent must consistently report progress to and obtain feedback from the Owner.

2. Overview of the Tribe and Site

The Tule River Indian Tribe (the "**Tribe**") is a federally recognized Indian tribe in Tulare, California. The Tribe, through the Gaming Authority, currently operates a Class III gaming facility, the Eagle Mountain Casino, on a 40-acre parcel ("**Site**") located at 1850 West Street within the City of Porterville, California.

3. Project Background

Eagle Mountain Casino is a prominent entertainment destination that offers its patrons a wide range of gaming, dining, and entertainment options. The Eagle Mountain Casino has been a hub of excitement and leisure for both locals and tourists, providing a vibrant atmosphere for visitors to enjoy.

Recently, Eagle Mountain Casino has recognized the need for significant improvements in its HVAC system. The existing HVAC infrastructure, while functional, has begun to show signs of wear and inefficiency, temperature inconsistencies, and increased maintenance costs.

Key aspects of the project background include:

1. **Customer Comfort and Experience:** Eagle Mountain Casino highly emphasizes customer satisfaction and comfort. The Eagle Mountain Casino aims to create an inviting atmosphere that encourages guests to visit frequently and enjoy their time without discomfort due to temperature fluctuations.
2. **Energy Efficiency:** With rising energy costs and environmental concerns, the Eagle Mountain Casino is committed to reducing its carbon footprint. The HVAC Enhancement Project seeks to implement energy-efficient HVAC solutions that improve comfort, lower operational costs, and contribute to sustainability goals.
3. **Employee Well-being:** A comfortable working environment is crucial for the well-being of the Eagle Mountain Casino's staff. The HVAC Enhancement Project aims to provide employees a better working environment, enhancing their job satisfaction and productivity.
4. **Compliance and Safety:** The HVAC systems at Eagle Mountain Casino must comply with all relevant safety regulations and guidelines.
5. **Long-term Cost Savings:** The HVAC systems are expected to reduce ongoing maintenance expenses and extend the lifespan of the equipment. This will result in long-term cost savings for the Eagle Mountain Casino.

6. **Seamless Operations:** The HVAC Enhancement Project is planned to be executed with minimal disruption to existing operations. The goal is to ensure that guests can continue to enjoy their experiences at Eagle Mountain Casino without significant interruptions.
7. **Technological Advancements:** The HVAC Enhancement project will leverage the latest HVAC technologies and innovations to optimize the facility's heating, ventilation, and air conditioning.

In conclusion, the HVAC Enhancement Project at Eagle Mountain Casino is a vital initiative to improve customer satisfaction, energy efficiency, and overall operational excellence. By addressing the HVAC system's limitations and embracing modern technologies, the Eagle Mountain Casino intends to create an environment that is comfortable and enjoyable but also sustainable and cost-effective in the long run. This project underscores Eagle Mountain Casino's commitment to providing the best possible experience for its valued guests and employees.

4. Scope of Services

The Eagle Mountain Casino is seeking engineering and architectural services for the following elements of the HVAC Enhancement Project.

1. **Air Curtains:**
 - Installation of air curtains at selected exterior doors to improve energy efficiency by preventing the loss of conditioned air while doors are open. And reduce the number of insects entering the facility.
2. **Event Center HVAC Redundancy:**
 - Installing a ground-mounted redundant HVAC unit for the Event Center will provide backup support for climate control during events and gatherings.
3. **Kitchen Makeup Air Units (MAUs) Replacement:**
 - Replacement of kitchen evaporative cooler Makeup Air Units (MAUs) with packaged DX MAUs, offering pre-conditioned makeup air to the kitchen hoods.
4. **Human Resources (HR) HVAC Enhancement:**
 - Introduction of Variable Air Volume (VAV) boxes or control dampers to multiple rooms within the Human Resources area to enhance comfort levels for employees.
5. **Cage Area HVAC Improvement:**
 - Installation of diffusers or control dampers in the Cage area adjacent to the casino floor, aimed at enhancing comfort levels for both staff and guests.

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 to proceed with the negotiation and execution of the Contract.

"Request for Proposal" or **"RFP"** means inviting prospective Respondents to submit a proposal to provide services consistent with the requirements specified herein.

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

"Should" 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 individual(s) 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 May 10th, 2024. Responses will be recorded. And answers may be distributed to all potential Respondents at the Owner's option.

Teresa Villegas Email: teresa.villegas@tulerivertribe-nsn.gov

2.2. RFP Closing Date and Method of Submission.

Respondents must submit one (1) complete hard copy and one digital copy (USB drive) of their proposal via U.S. Mail or hand delivered or via courier (FedEx, UPS, etc.) to Ms. Teresa Villegas. All proposals must be received by 5:00 pm Pacific Time on May 24th, 2024. All proposals must be delivered in a sealed envelope to the attention of Ms. Teresa Villegas, with "Proposal for HVAC Design & Engineering Services" clearly written in bold type.

If via U. S. Mail:

Tule River Indian Tribe of California
Attn: Teresa Villegas
P.O. Box 589
Porterville, CA 93258

Hand Delivered or via Courier:

Tule River Indian Tribe of California
Attn: Teresa Villegas
681 S. Reservation Road
Porterville, CA 93257

2.3. Late Proposals. Only on-time proposals will 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 intends 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 Owner will determine the location, time, and date, and the Respondent will be notified.

2.6. 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.

2.7. Selection Process.

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

- (a) Owner makes no commitment to any firm that it will receive an award. Owner reserves the right to reject any or all proposals, waive informalities and irregularities, and accept any proposal considered advantageous to Owner. The selection will not be solely based on the lowest fee but also on the Project schedule, the 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. Respondents shall not initiate discussions.
- (c) Owner may award the contract to any firm at any time without previously notifying other Respondents. Owner has no obligation to disclose the RFP process results or why a particular firm was selected.

2.8. 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 this RFP.

2.9. Negotiation Delay.

If a written Contract cannot be negotiated within ten (10) 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.

2.10. Debriefing.

After the RFP process, all Respondents will be notified of the outcome concerning Respondent's proposal.

2.11. Estimated Timeframes.

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	Anticipate Date
Request for Proposal is issued	April 30 th 2024
Deadline for Submitting Inquires/Questions	May 10 th 2024
Closing Date to Submit Proposal	May 24 th 2024
Interview Date	TBD
Proposal evaluation and interview process completed and Preferred Respondent Notified (estimated)	May 31 st 2024

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 submitting a clear and detailed written notice, the Respondent may amend or withdraw its proposal before the closing date and time. Upon closing, all proposals become irrevocable for ninety (90) days after the closing date, as defined in **Section 2.2**. A Respondent who has withdrawn a proposal may submit a new proposal before the RFP closing date, provided that such proposal is made per 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 expenses in preparing and submitting a proposal and 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. 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. For purposes of this **Section 3.5**, "all components" refers to any management tools or additional resources (including sub-consultants or vendors) necessary to meet the requirement of the RFP. The Respondent must identify any outside resource, consultant, or vendor within its proposal, or it will be assumed the Respondent is providing all services as an in-house resource. Respondent will not be allowed to submit any "excluded" component(s) as an add service(s) after selection as an amendment to their Proposal or the Contract. Exclusion of any of the required components by the Respondent will deem their submitted proposal as non-responsive.

4. Additional Terms

4.1. Acceptance of Proposals.

- (a) This RFP should not be construed as an agreement by the Owner to procure goods or services. 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 concerning 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. 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 authorized by the 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 or any other purpose other than in the performance of this RFP.
- (d) To 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.

4.8. 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.

4.9. Non-material Variances.

The Owner, in its sole discretion, may waive or permit the cure of non-material 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.

4.10. 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 not be limited to Tule River Gaming Agency licensing and background requirements.

4.11. Native Preference.

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

4.12. 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.

4.13. Insurance.

The selected firm shall provide and maintain customary insurance during the term of the proposed services.

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 for this assignment, including principals and team members. Attach resumes for committed personnel.
- (b) Scope of Work. Respondent should describe Respondent's approach to providing the basic scope of services to be provided by the Respondent.
- (c) Project Approach. Identify the team's approach and philosophy for the project's desired outcome.
- (d) Construction Team Profile. Provide a listing of the construction team (by firm) and their consultants, detailing the following:
 - (i) Their scope of services to be provided for the Project.
 - (ii) 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 the status of each pending claim and the outcome of any resolved claims.
- (e) Key Personnel. Provide a listing of individuals assigned to the Project, with their role, professional qualifications, experience, and any other information about their ability to perform the duties on the Project. The Owner is particularly interested in the following roles:
 - (i) Project Director/Principal-in-Charge.
 - (ii) Project Manager(s) – Coordinating with other consultants and the Owner (POC).
 - (iii) Provide an organizational chart graphically illustrating the structure and staffing, including key design/engineering consultants.
- (f) Qualifications.
 - (i) Possess a minimum of seven (7) years of experience in designing HVAC systems for the following:
 - A. Casinos
 - B. Resort Hotels
 - C. Restaurants and Food & Beverage Venues
 - D. Conference Centers
 - E. Event Centers
 - F. Parking Garages
 - (ii) Be able to work well with diverse interests, i.e., Tribal Council, Board of Directors, tribal personnel, community members, vendors, and the Project team.
 - (iii) Have knowledge and understanding of tribal governments and tribal enterprises.

- (iv) Have knowledge and understanding of hotel, tribal casino, and restaurant design and layout.
- (g) References. Proposals must include three (3) client references, including contact name, position, and telephone number.
- (h) Project Schedule. Proposals must demonstrate Respondent's ability to provide the services in accordance with the current Project schedule, to be provided to Potential Respondents upon request, and/or identify any potential impacts to the Project schedule.
- (i) 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) and Section 6 hereof**.
 - (i) Submit a schedule of hourly rates by employee classification, including terms and rates of overtime for additional work if requested.
 - (ii) The fee shall be inclusive of any and all specialty consultants. Provide line itemization of anticipated specialty consultants, their scope, and associated fees.
- (j) Insurance. Provide proof of insurance for Respondent, including the ability to meet insurance requirements outlined in this RFP.
- (k) Litigation Statement. Provide relevant information concerning any pending or active litigation within the last five (5) years.
- (l) 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. Addendum or Supplements to RFP.

If it becomes necessary to revise any part of this RFP, an addendum outlining any changes or modifications to the original RFP will be provided to each Respondent who received the original RFP. All proposals must contain an acknowledgment of any and all addenda.

6. Proposal Format

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

- (a) The proposal cover letter was signed according to **Section 3.1**.
- (b) The title page includes the name and number of the Request for Proposal, the closing date and time, and the 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) In case further clarification is required a list of contact names and their telephone numbers.
- (h) Appendices, including documents and information that the Respondent wishes to submit as part of its proposal.

All fee proposals must be provided in the format below. Please use additional pages to provide any narrative support for the cost items.

Deliverable	Fee (US Dollars)
Architectural Services	
Structural Design	
Civil Design	
Mechanical, Electrical & Plumbing Design	
Construction Admin Services	
Travel & Other Reimbursed Expenses	
Other	
TOTAL FEE PROPOSAL	

7. RFP Exhibit

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

Exhibit A

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 application/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 5 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: _____

EXHIBIT A