



## Tule River Indian Tribe

### Request for Proposal for Master Planning Services

**RFP Number: TRTC-28-2024**

**Issue Date: May 20, 2024**

#### RFP Submission Address:

Corina Harris  
Procurement Director  
Tule River Indian Tribe  
681 S. Reservation Road  
Porterville, CA 93257  
Corina.Harris @tulerivertribe-nsn.gov

#### 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 must be received by 5:00 pm Pacific Time on July 1, 2024.

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## 1. Executive Summary

1.1 **Summary of the Request.** The Tule River Indian Tribe, a federally recognized Indian tribe (the "Tribe"), is requesting proposals from architectural design firms to provide master planning services to create a comprehensive plan for the conversion of existing building space (previously used as a casino facility and administrative offices) for use as a health care center and governmental offices, as well as other uses to address unmet needs of the Tribe and its Tribal members (the "Project"). The Successful Respondent will gather and analyze information, ideas, and vision from the Tribal Council of the Tribe ("Tribal Council") as well as other interested parties, including the Board of Directors of the Tule River Indian Health Center, Inc., to identify potential conversion opportunities within the various development limitations, and provide a comprehensive master plan. The Tribe intends on selecting a single firm to provide services for the Project. The Successful Respondent must consistently report progress to and obtain feedback from the Tribal Council. All Respondents are encouraged to review each section of the following document carefully and respond in a timely manner to be considered for this Project.

1.2 **Overview of the Tribe and Reservation.** The members of the Tribe are descendants of the Yokuts Indians, a large group of linguistically-related peoples who have occupied the San Joaquin Valley in California for thousands of years. The existing Tule River Reservation ("Reservation") consists of approximately 58,000 acres of primarily of forest lands and steep, dry slopes. The Tribe has approximately 1,995 members, with approximately 1,614 that live on the Reservation. The Tribe has a robust Tribal government, with over 25 departments serving the Tribe and its members. The access to the Reservation is a two-lane highway, and the Reservation is currently impacted by significant water shortages, each of these constraints impact development on the Reservation.

1.3 **Overview of the Existing Facility.** The existing facility is located on the Reservation in Tulare County, California, approximately 30 minutes from downtown Porterville, California (681 S Reservation Rd, Porterville, CA 93257). The existing facility, which was constructed in 1996, sits on approximately 11 acres, and consists of approximately 75,000 sq. ft of building space and approximately 505 surface parking spaces (including handicap and motorcycle parking spaces). The existing facility was previously the site of the Eagle Mountain Casino (including two restaurants, coffee shop, and a gift shop), and contained the administrative offices for the Eagle Mountain Casino and the Tule River Tribe Gaming Commission.



1.4 **Scope of Services.** The intent of the scope of services and tasks provided below is to serve as a framework which the Respondents can use to develop a more detailed scope of work based on their professional expertise and knowledge. The final scope of services will be negotiated with the Successful Respondent.

(a) **Project Management** – the Successful Respondent will take the lead in managing their team's time, staffing, resources, budget, and related activities to ensure the Project goals are met.

(b) **Information and Data Gathering** – Gather, review, and analyze all pertinent, previously prepared studies, reports, and maps of the existing facility and the Reservation.

**Deliverable:** Provide a summary report of the land use and development potentials, restrictions, and limitations.

(c) **Stakeholder Meetings** –

(i) Meet with the Tribal Council and other stakeholder groups to discuss the objectives of the master plan, discuss data gathering requirements, identify major issues to be addressed, and obtain initial development and infrastructure concepts.

(ii) Meet, as specifically directed by the Tribal Council, with public utility and other agencies or organizations to discuss technical issues that may impact the master plan.

(iii) Conduct presentations at meetings of the Tribal Council, which shall include, at a minimum, 25%, 50%, 75%, and final design meetings/presentation.

(iv) Conduct presentations at meetings of the members of the Tribe, as requested by the Tribe.

(d) **Vision and Goal Setting** – Based on the information and feedback gathered through information and data gathering and the various stakeholder meetings, work with the Tribal Council to develop a feasible vision and related development goals for the Project, including long-term goals.

**Deliverable:** Provide a summary document of the vision and development goals for approval by the Tribe.

(e) **Master Plan Development** – Using the information and development concepts gathered from the stakeholder meetings, perform the technical and engineering analysis needed to develop a master plan that can be adopted by the Tribe. The final master plan should be a single unified plan.

**Deliverables:** Master Plan, which:

- Details the planning process and outlines any assumptions, analyses, results, conclusions, and recommendations;
- Includes civil engineering, MEP engineering, and landscape architecture;
- Location and square footage of existing buildings, future buildings, and specific programs that will occupy current and future buildings, parking and circulation concepts;
- Master plan map(s), site plan(s) and rendering(s), including alternative(s);
- Conceptual budget, schedule/timeline, and phasing plan;
- Architectural and planning design guidelines; and
- Indicative renderings related to the architectural design guidelines.

## 2. Terminology

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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 Tribe 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 Tribe to proceed with the negotiation and execution of the Contract.

**"Request for Proposal"** or **"RFP"** means this invitation to 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 Tribe executes the Contract.

## 3. Request for Proposal Process

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3.1 **Inquiries/Additional Information.** All inquiries related to this RFP are to be in writing via email directed only to the individual listed below. Information obtained from any other source is not official and should not be relied upon. Inquiries will be received until 5:00pm Pacific Time on June 17, 2024 and responses will be recorded and may be distributed to all potential Respondents at the Tribe's option.

Corina Harris  
Procurement Director  
Tule River Indian Tribe  
681 S. Reservation Road  
Porterville, CA 93257  
Corina.Harris @tulerivertribe-nsn.gov

3.2 **RFP Closing Date.** Respondents must submit one (1) complete hard copies and one (1) digital copy (USB drive) of its proposal via U.S. Mail or hand delivered or via courier (FedEx, UPS, etc.). All proposals must be received by 5:00 pm Pacific Time on July 1, 2024. All proposals must be delivered in a sealed envelope to the attention of Corina Harris, with "Proposal for Master Planning Services" clearly written in bold type. Proposals will not be accepted by facsimile. Proposal envelopes should be clearly marked with the name and address of the Respondent, the RFP number, and the RFP title.

**If via U. S. Mail:**

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

**Hand Delivered or via Courier:**

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

3.3 **Late Proposals.** Late proposals will not be accepted.

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

3.5 **Evaluation and Selection.** The Tribal Council 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, expertise, cost proposal, relevant team experience with similar projects, and references. Proposals that do not meet all criteria will be disqualified without further consideration. The Tribe intends to enter into a Contract with the Respondent whose proposal best aligns with the criteria. As part of the final selection process, the Tribe 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 Tribe will determine the location, time and date of the interview, and the Respondent will be notified.

3.6 **Clarifications to Proposals.** The Tribe reserves the right to request, and the Respondent agrees to furnish, any additional data required to support the information contained within their proposal.

3.7 **Selection Process.** The Tribe 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) The Tribe reserves the right to reject any or all proposals, to waive informalities and irregularities and to accept any proposal considered advantageous to the Tribe. The selection will not be solely based on the lowest fee, but also on the Project schedule, the Tribe's overall evaluation of the Respondent's experience, and references on projects of a similar nature.

(b) The Tribe 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 Tribe, 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 Tribe. Respondents shall not initiate discussions.

(c) The Tribe makes no commitment to any firm that it will receive an award. The Tribe 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) The Tribe may award the Contract to any firm, at any time, without previously notifying other Respondents. The Tribe has no obligation to disclose the results of the RFP process or to disclose why a particular firm was selected.

3.8 **Amending, Canceling or Rejecting RFP.** The Tribe 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.

3.9 **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 Tribe, the Tribe 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.

3.10 **Debriefing.** At the conclusion of the RFP process, all Respondents will be notified of the outcome with respect to the Respondent's proposal.

3.11 **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 Tribe.

Event	Anticipated Date
Request for Proposal is issued	May 20, 2024
Deadline for Submitting Inquires/Questions	June 17, 2024
Closing Date to Submit Request for Proposal	July 1, 2024
Interview Date	July 10, 2024
Proposal evaluation and interview process completed and Preferred Respondent Notified (estimated)	August 1, 2024

**4. Proposal Preparation**

4.1 **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).

4.2 **Irrevocability of Proposals.** By submitting 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 for ninety (90) days after the closing date as defined in **Section 3.2**. 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.

4.3 **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.

4.4 **Respondents' Expenses.** Respondents are responsible for their own expenses in preparing and submitting a proposal, and for subsequent negotiations with the Tribe, if any. The Tribe 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.

4.5 **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 4.5**, "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.

## 5. Additional Terms

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### 5.1 **Acceptance of Proposals**

(a) This RFP should not be construed as an agreement by the Tribe to procure goods or services. The Tribe 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 Tribe 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.

5.2 **Liability for Errors.** While the Tribe 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 Tribe, 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.

5.3 **Modification of Terms.** The Tribe 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.

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

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

5.6 **Confidentiality of Information.** Information pertaining to the Tribe 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 Tribe. 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 Tribe's request.

(c) Not to use any information in this RFP or any other materials related to the business affairs or procedures of the Tribe, and/or any affiliates of Tribe, for Respondent's advantage or any other purpose, other than in the performance of this RFP.

5.7 **Information from Other Sources.** The Tribe 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.



5.8 **Non-material Variances.** The Tribe, 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.

5.9 **Criminal History and Background Investigation.** The Respondent hereby explicitly authorizes the Tribe, in the Tribe'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.

5.10 **Native Preference.** Firms qualifying for Native Preference must provide proof of tribal ownership.

5.11 **Sovereign Immunity.** Nothing contained in this RFP shall be construed as a waiver of rights, privileges, and sovereign immunity of the Tribe, or any entity of Tribe, or any of their respective officers, directors, agents, or employees.

5.12 **Insurance.** The Successful Respondent 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 Successful Respondent may be liable throughout the period of the Successful Respondent's work and after the Substantial Completion of the Project with limits of \$1,000,000 per Claim / \$1,000,000 Aggregate.

## 6. Respondent's Response

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### 6.1 **Mandatory Proposal Criteria.** Proposals must address the following:

(a) **Project Team.** Describe roles, responsibilities and relevant experience for the team members proposed for this assignment, including identifying principals. Provide examples (including reference contact information) of similar projects completed by the project team. Attach resumes for committed personnel.

(b) **Scope of Services.** Respondent should describe Respondent's approach to providing the basic scope of services to be provided by the Respondent.

(c) **Project Approach.** Clearly identify the team's approach and philosophy for the desired outcome of the Project.

(d) **Project Experience.** Provide a list of master planning projects undertaken by the firm in the past five (5) years that were implemented and constructed. The projects listed, to the extent possible, should be similar in scope and function to the current and planned land uses and facilities of the Tribe. The projects listed should have the following information provided, at minimum:

- (i) Identify project name, location, description, size, and projected vs. final cost.
- (ii) Provide completion date or current status.
- (iii) Identify key firm personnel who worked on the project who are also being assigned to the Project.
- (iv) Provide a list of consultants who worked on the project as team members.

(e) **References.** Provide a minimum of three (3) references, preferably from within the tribal government or tribal health care market.

(f) **Project Schedule.** Submit a conceptual schedule that indicates start and end dates of overall project, major activities, and milestones.

(g) **Fee Proposal.** Provide either a proposed not to exceed amount per month based on the scope of services and assumptions described therein; or alternatively, provide proposed fees for an hourly or retainer basis, and include any anticipated reimbursable costs. Contingent or percentage-based fee proposals will not be considered.

(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.

(h) **Insurance.** Provide proof of insurance for Respondent, including the ability to meet the insurance requirements outlined in this RFP.

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

(j) **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.

### 6.2 **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.

## **7. Proposal Format**

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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) The proposal cover letter, signed according to **Section 4.1**.
- (b) The title page including 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 6** of this 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.

## **8. RFP Exhibits**

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- 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 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.

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Name of Firm Submitting Bid

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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 1**