



**CONSTRUCTION MANAGER AT-RISK
REQUEST FOR PROPOSAL**

OWNER:

TULE RIVER TRIBE GAMING AUTHORITY

PROJECT:

EAGLE MOUNTAIN CASINO PHASE II EXPANSION
PORTERVILLE, CA

ISSUE DATE:

January 16th, 2025

PROPOSAL DUE DATE AND TIME:

Proposals shall be submitted no later than:
March 5th, 2025, at 3:00 PM PST

SUBMIT PROPOSAL TO:

Corina Harris, Procurement Director
Tule River Indian Tribe

Email: corina.harris@tulerivertribe-nsn.gov

SECTION 1: GENERAL INFORMATION

1.1 Introduction

The Tule River Tribe Gaming Authority (“Owner”) has engaged Connect Advisors as their Owner’s Representative (“O.R.”) firm for the Eagle Mountain Casino Phase II Expansion (“Project”). Connect Advisors is seeking proposals from qualified construction management firms (“Firm”) to provide Construction Management At-Risk (“CMAR”) services to the Owner in the development and construction of the Project.

All Firms are encouraged to review each section of the following document carefully and respond promptly to be considered for this Project. Owner has the right to reject any Proposals not properly delivered. The CMAR firms will be reviewed and ranked based on all information presented in the Proposal to determine which firm has the best combination of Firm qualifications, staffing qualifications, Project approach, most competitive Fee proposal, and additional criteria as necessary to display their ability to best deliver the Project to the Owner.

This RFP is not an offer to enter into a contract but is merely a solicitation of entities interested in submitting a Proposal to the Owner for the Project.

SECTION 2: PROJECT INFORMATION

2.1 Project Location

The Project is located at 1850 West Street, Porterville, CA 93257 on a 40-acre parcel held in trust for the benefit of the Tule River Indian Tribe (“Tribe”).

2.2 Project Description

After having completed the construction of the Eagle Mountain Casino (“Casino”), the Owner is embarking on the next phases of the master plan for this site. The first phase of the expansion will include the construction of a new 31,700 square foot centrally located distribution warehouse. This will allow for the existing warehouse to be demolished and for a new entrance from West Street to the site to be constructed. This new entrance will be tied into new traffic circulation and expanded parking areas. A new secondary entrance to the Casino will be constructed in conjunction with the new traffic circulation. Lastly, the existing restaurant on the north side of the Casino will be expanded and tied into the entrance expansion. The second phase will include the construction of the new 193 room hotel tower and a 2,000 seat event/convention space. The hotel will be 5 floors with a rooftop restaurant. Hotel amenities will include an arcade, spa, and an expansive pool area that includes a lazy river, outdoor dining and a splash pad. The event/convention center will be adjacent to the hotel and will have connecting pre-function areas, breakout meeting space and supporting back of house areas.

2.3 Scope of Services

2.3.1 The Firm will be responsible for providing CMAR services related to the pre-construction and construction phases of the Project as identified, but not limited to, the following:

2.3.2 Pre-construction Activities:

- .1** Staffing: The Firm shall provide the proper number of qualified staff members as necessary to competently and fully manage all pre-construction services.
- .2** Budgeting: The Firm must work with the Project team to develop detailed Project budgets at the completion of each design phase. This initial budget shall include sufficient identification and clarification as to the Scope-of-Work included and specifically excluded by the Firm. Once approved, the budget shall be regularly updated at each stage, and presented for approval, as the design continues to develop. The level of detail presented in each budget update shall continue to increase as the design progresses from the initial conceptual and programming phase through final 100% contract documents and a final GMP. Estimates should include quantities and unit prices for each item of work where applicable.
- .3** Value Engineering/Constructability Reviews: The Firm must provide constructability and value engineering reviews in conjunction with above budgets. The Firm should review all existing studies and plans to determine their viability and propose adjustments using the current market and site information gathered by the Project team, if needed.
- .4** Identification of Any Necessary Design-Assist (or possibly Design-Build) Trades: Upon thorough evaluation of the Project scope, anticipated design services scheduled to be provided by the design team, and other key factors such as the Project schedule, the Firm may provide recommendations for any design-assist or design-build trades that are necessary in order to best maintain the Project budget, schedule, and overall quality product.
- .5** Project Logistics and Safety: The Firm must work with the Project team to determine how ingress/egress plans may impact operations and what operational needs there may be necessitating specific ingress/egress plans. The Firm must develop a project specific safety plan to be incorporated into all bidding documents. The Firm must develop, and submit for approval, a site logistics plan that will ensure the most appropriate, safe, and efficient means to managing the constraints of the site, and adjacent to site, throughout the duration of the construction phase is accomplished.
- .6** Scheduling: After the Project has been awarded, the Firm shall immediately draft, present, and gain Owner approval on an overall Master Project Schedule that fully details the preconstruction process, GMP process, commencing construction, and all construction activities up through, and to, Final Completion. This Master Project Schedule shall also adequately identify the

details related to the construction phase, including all key milestones, completion of separate areas of the Project, and a clear identification of all Project turnover and close-out activities including (in no particular order), testing, commissioning, punch lists completion, Owner move-in, Owner occupancy, substantial completion, and final completion. The schedule shall also identify any necessary long-lead procurement items that warrant specific attention, timeline identification, and possibly an accelerated release by the Owner. Once approved, this Master Project Schedule shall continue to be updated, and presented for approval, with each progression of the Project design and budget. Prior to entering into a GMP at the conclusion of the preconstruction phase, the Firm must submit a Master Project Schedule that is fully detailed with all construction activities that will occur throughout the construction phase. This Master Project Schedule shall include proper identification of the “float” for each scheduled activity.

- .7** Meeting Management: The Firm must properly plan, manage, and document all meetings with the Project team as necessary to properly complete the CMAR services.
- .8** Reporting: The Firm must provide all reports related to the CMAR services in an organized and detailed manner to the Project team
- .9** Cash Flow Analysis: The Firm shall provide to the Owner all necessary cash flow analysis that properly detail and forecast the necessary flow of funds that will be required through the course of the construction phase.
- .10** GMP Delivery: At the agreed to time in the progression of design, the Firm will proceed with the bidding process to obtain the GMP(s). This includes the preparation, development and distribution of all bid packages including Project specific general and supplementary conditions items. The Firm will conduct pre-bid and post-bid meetings with trade contractors to ensure that all bids are complete and fully responsive. After receiving and analyzing contractor bids, the Firm will present a detailed GMP proposal and packet (with all associated back-up and exhibits) to the Owner along with making bid-package award recommendations.
- .11** Code Reviews: The Firm shall identify and make note to the Project team any code violations, real or perceived, found in the design documents to the best of their ability.
- .12** Permitting: Coordinate with various departments of the Tribe, along with other agencies, utility companies, etc. as needed to ensure all necessary permits, coordination, and approvals are in place prior to commencing construction so as to promote a seamless and efficient management of the construction phase.

- .13 Pre-Construction and Design: All pre-construction activities are to occur concurrent with the design phase. This is to include all items necessary to provide complete and adequate planning for the construction phase of the Project, as well as items such as long lead procurement management, meeting coordination (the Firm will be responsible for scheduling, agendas, and minutes) and various additional items, as necessary.
- .14 The Firm is to provide additional CMAR services required by contract, by the O.R., or as necessary to provide appropriate and timely management of the Project.

2.3.3 Construction Phase Services:

- .1 Staffing: The Firm shall provide the proper amount of qualified full-time, on-site staff to competently manage and ensure full compliance of all aspects of the Project. This includes staffing throughout the duration of the construction phase as well as appropriate management throughout all necessary Project close-out activities.
- .2 General Conditions: The Firm shall be responsible for performance and administration of all general conditions on the Project.
- .3 Meetings and Communication: The Firm shall schedule and conduct regular construction progress meetings with the Owner, O.R. and Project architect and specially called meetings throughout the progress of the work as needed. Prepare and distribute meeting minutes for all parties. Provide virtual communication options for meeting participants not able to attend progress meetings in person. Maintain, throughout the course of the Project, satisfactory and timely communication with the Project team. The Firm will take direction from and seek input from the Project team at appropriate times and intervals and will report to the Project team throughout the Project.
- .4 Project Reporting: The Firm shall log construction activities and photos in a daily report sent to the Project team. Further detailed Project reporting will be required on a weekly and monthly basis which will include (at a minimum) sections for detailed reporting on schedule, budget, material procurement, submittal, RFI, safety, quality control, and other Project updates as deemed necessary by the Firm and/or the Project team.
- .5 Budget Management: The Firm shall provide thorough, detailed, and consistent management of the Project's CMAR budget throughout the course of the construction phase. The Firm is to provide adequate, timely, and transparent reporting to the O.R. and Project team as needed to ensure all GMP funds and budgets are being properly managed. Provide additional budget reporting with the monthly billing, such as Project buyout status, subcontract execution status, and allowance reconciliation. Provide on-going management, reporting, and transparency related to all Contingency Management and Change Management. Ensure changes are incorporated into

the Project budget and monthly billing to maintain accurate reporting of total Project costs.

- .6** Project Accounting: The Firm shall prepare and submit monthly project billings in a format acceptable to the Owner. The Firm is responsible for gathering all trade contractors and suppliers' invoices to incorporate into the monthly billing in an organized and quality manner. The firm is responsible for properly tracking, obtaining, and submitting all necessary lien waivers for all associated contractors and vendors as required. The Firm is to comply with any monthly draw requirements as set forth by the Owner's lender.
- .7** Schedule: The Firm shall provide on-going schedule management and regular updates to the Owner. This includes weekly look-ahead schedules as well as regular updates, and continued detailing of activities, on the Master Project Schedule. Solicit trade contractor input to incorporate into the Master Project Schedule. Develop recovery schedules when critical path or milestone dates may be or are negatively impacted. All updates regarding the Master Project Schedule shall be accompanied with an adequate summary and narrative that provides sufficient clarity related to changes and additions that are included. All schedules shall properly identify any Owner activities, or activities outside the control and scope of the Firm, to ensure complete clarity is provide at the appropriate time to allow for proper management and completion of each activity as to not disrupt the flow of the Firm's delivery of the Project.
- .8** Bonds and Insurance: The Firm shall be able to provide full Payment & Performance Bonds for the full value of the GMP. The Firm shall ensure the construction is completed in full accordance with regulations of the contract, and in accordance with the laws and regulations of the Tribe and any additional regulations related to the Project. The Firm shall obtain appropriate certificates of insurance from all trade contractors and suppliers as needed to be in compliance with the requirements of the contract.
- .9** Construction Administration: The Firm shall provide on-going management and reporting of Construction Administration activities such as submittal review process, RFI management, material delivery management, on-site inspections, etc. Ensure all requests for information and submittals are reviewed and forwarded to the design team in a timely manner. Arrange for procurement of all manpower, materials and equipment required to complete the Project.
- .10** Quality Control & Assurance: The Firm shall provide on-going management and reporting of a thorough and sufficient Quality Control and Quality Assurance program. Inspect and document all materials and workmanship to ensure compliance with the plans and specifications. This Quality Control and Quality Assurance program is to fully identify how non-conforming work (as identified by the Firm's team, subcontractors, design team, O.R., or other

involved entities) is to be properly documented, reported, and brought to resolution.

- .11** Safety: The Firm shall provide complete and thorough management of all safety programs and best practices throughout the course of the Project. This shall include composing, implementing, and continual management of a fully inclusive, and site-specific, safety plan on the Project. Maintain safe work site for all participants. Ensure compliance with all Tribal, local, state, and federal safety regulations.
- .12** Site Logistics: The Firm shall provide continued management of the Site Logistics plan as developed during the preconstruction phase. All regular and necessary updates to this plan shall be properly documented and reported to the Project team prior to proceeding with any modifications to the previously approved logistics plan.
- .13** Permits and Inspections: The Firm shall address all Tribal, federal, state, and local construction permitting requirements and pay all associated fees as associated with the contract. Obtain Approval of Construction for building structures, building systems, and all supporting site infrastructure from all permitting agencies and Authorities Having Jurisdictions (AHJ's) which is specifically to include the building Certificate of Occupancy. The Firm is to provide timely and sufficient coordination with the O.R. to properly identify and resolve any additional permitting or inspection requirements to the best of their abilities.
- .14** Self-Performing Work: The Firm will be allowed to self-perform portions of work provided that the Firm participates in the full bidding process, discloses all bidding information within a pre-approved protocol, and the Owner accepts the bid.
- .15** Out-of-Scope Collaboration: The Firm shall ensure pro-active, detailed, and consistent collaboration is in place with the Project team (specifically the O.R.) for all scope that requires interaction and coordination with the scope of the CMAR contract.
- .16** Closeout and Warranty: In advance of reaching substantial completion, the Firm shall prepare and submit for approval a thorough Project close-out and warranty management plan. This shall include the full completion of Punch List items provided by the Design team and other members of the Project team, as well as full and timely management of all testing, commissioning, Owner training, and submission of complete Project close-out documentation. The Project close-out documentation shall include all warranties, operation & maintenance manuals, as-built record drawings, testing reports, testing videos and any other closeout documentation required by the contract documents.

- .17 The Firm is to provide additional CMAR services required by contract and as necessary to provide appropriate and timely management of the Project.

2.4 Contract Documents

2.4.1 The following terms will be further defined and included in the AIA A133 Agreement that will be issued to the awarded CMAR.

- .1 Liquidated Damages: By responding to this RFP, the CMAR acknowledges that liquidated damages will be included in the contract at terms appropriate for the Project.
- .2 Insurance: To be discussed during contract negotiations.
- .3 Retainage: To be discussed during contract negotiations.
- .4 Dispute Resolution: The Owner's preferred form of dispute resolution is provided below. Unless specifically rejected in the response to this RFP, by submission of its proposal, the Firm agrees that the dispute resolution provisions provided below will be included in the contract.
 - .4.1 The Owner grants to CMAR a limited waiver of the Owner's sovereign immunity, solely for actions brought by CMAR, in accordance with Section (b) below; provided, however, that any award shall be limited to actual damages and shall specifically exclude punitive, consequential, incidental, expectancy and all other special damages. This limited waiver of sovereign immunity does not extend to any action or proceeding brought against any Board Member of Owner, Tribal employee, Tribal agent, Tribal member, or any other individual acting on behalf of the Owner. The Tribe does not waive, limit or modify its sovereign immunity. Nothing herein shall be construed to constitute a waiver of the sovereign immunity of the Tribe or Owner with respect to any third party.
 - .4.2 Any controversy(ies) or claim(s) arising out of or relating to this Agreement, shall be exclusively resolved in the Tule River Tribal Court and CMAR hereby consents to the sole and exclusive jurisdiction of the Tule River Tribal Court. This Agreement shall be construed in accordance with applicable Tribal law and federal law. To the extent there is no applicable Tribal or federal law, California law shall apply.

SECTION 3: PROCUREMENT PROCESS

To be responsive to the RFP, Firms must submit responsible Proposals and participate fully in the following RFP Procurement Process.

3.1 Compliance with Legal Requirements

3.1.1 This Procurement will be in accordance with the Owner's procurement policies.

3.1.2 The Firm must adhere to any applicable Tribal, federal, county, and/or state law applicable to the Project.

3.2 Guidelines

3.2.1 Response: Provide a clear response in whole to this RFP. All responses shall comply with the format detailed below to allow the Owner and/or selection committee to fairly evaluate and rank proposals.

3.2.2 Confidentiality:

- .1** All reports, Project, and/or construction documents shall become the confidential and proprietary property of the Owner, and are not to be communicated, transferred, or given over to any individual, entity, or organization without the expressed written consent of the Owner or its appointed representatives.
- .2** The existence of this RFP and the response to it should also be kept confidential. This RFP is only being sent to a list of selected firms.
- .3** Information pertaining to the Owner obtained by a Firm 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 Firm's preparation of a proposal. By the Firm's acceptance hereof, the Firm agrees:
 - .3.1** 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.
 - .3.2** To return any confidential or proprietary materials upon the Owner's request.
 - .3.3** Not to use any information in this RFP or any other materials related to the business affairs or procedures of the Owner, and/or any affiliates of Owner, for Firm's advantage or any other purpose, other than in the performance of this RFP.
 - .3.4** 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.

3.2.3 Qualifications: Firm must possess a minimum of ten (10) years of experience in constructing casino and hotel facilities or CMAR experience for projects similar in scope to this Project.

3.3 Incurring Costs

3.3.1 All liability for costs incurred by any individual or firm in preparing their proposal, expended during the selection process, or otherwise incurred prior to the receipt of an

executed contract will be borne by the individual or firm. The Firm's proposal must remain valid and irrevocable for a period of not less than sixty (60) days after the deadline stated herein. By submitting a response to the Owner, the individual or firm acknowledges this responsibility.

3.4 Additional Terms

- 3.4.1 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 responding Firms. 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 responding Firms from forming their own opinions and conclusions with respect to the matters addressed in this RFP.
- 3.4.2 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.
- 3.4.3 Ownership of Proposals.** All documents, including proposals, submitted by Firms 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. Responding Firms 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 Firms in response to this RFP.
- 3.4.4 Information from Other Sources.** The Owner reserves the right to obtain and consider information from other sources concerning the Firm, such as the Firm's capability and performance under other contracts, the qualifications of any subcontractor or consultants identified in the Proposal, the Firm's financial stability, past or pending litigation, and other publicly available information.
- 3.4.5 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 Firms, (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.
- 3.4.6 Criminal History and Background Investigation.** The responding Firm hereby explicitly authorizes the Owner, in the Owner's sole discretion, to conduct criminal history and/or other background investigation(s) of the Firm, 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 limited, to Tule River Gaming Agency licensing and background requirements.
- 3.4.7 Sovereign Immunity.** Nothing contained in this RFP shall be construed as a waiver of rights, privileges, and sovereign immunity of the Owner, the Tribe, or any of the entity of Tribe, or any of their respective officers, directors, agents, or employees.

3.5 Interviews

- 3.5.1** The Owner will conduct interviews of select firms at the Eagle Mountain Casino. All applicants should be prepared to attend an interview with one week's notice.
- 3.5.2** Each interview will be scheduled for 45 minutes, allowing for 25 minutes of presentation, 15 minutes for questions and answers, and up to 5 minutes for closing discussions and dialogue.
- 3.5.3** The purpose is to meet and evaluate your team, understand your project approach, and compare your deliverables to the Owner's stated objectives.
- 3.5.4** Firms will have access to the following equipment for their presentations: HDMI cable that connects to a projector.

3.6 Firm Selection

- 3.6.1** Following interviews, the Selection Committee will select a Firm to continue negotiations with for this Project and will submit a recommendation to the Owner their final consideration and approval. It is the Owner's intent to award the engagement on or before February 24, 2025, although the Owner reserves the right to postpone the award for any reason if necessary.

3.7 Rejection of Proposals

- 3.7.1** Any and all proposals received may be rejected by the Owner during the selection process. Negotiations may be undertaken with the Firm whose price and other factors indicate that they are qualified, responsible, and capable of performing the work. Negotiations may be entered into separately with competing individuals or firms.

SECTION 4: PROPOSAL REQUIREMENTS

4.1 Questions & Proposal Submission

- 4.1.1** To be considered, proposals must be received electronically no later than 3:00 PM PST on March 5th, 2025.
- 4.1.2** Firms must provide an electronic copy of their response by emailing corina.harris@tulerivertribe-nsn.gov. Please use the subject line: "Eagle Mountain Phase II RFP Response" and label the file "[FIRM NAME] EAGLE MOUNTAIN PAHSE II RFP RESPONSE".
- 4.1.3** Questions should be directed to Corina Harris via email using the email above. Questions will be taken until seven (7) days prior to submission date with the final addendum issued no later than three (3) days prior to submission.

4.2 Proposal Format

- 4.2.1** Proposals shall be letter-sized, bound and organized as outlined below:
 - .1** Cover Letter and Executive Summary
 - .2** Firm Overview

- .3 Prior Experience
- .4 References
- .5 Project Team
- .6 Project Approach
- .7 Proposed Project Schedule
- .8 Fee Proposal
- .9 Native Ownership and Participation
- .10 Statements and Disclosures

4.3 Proposal Content

4.3.1 Cover Letter and Executive Summary: Introduce the proposer and summarize the RFP response. Provide demonstration of a clear understanding of the objective and scope of work.

4.3.2 Firm Overview: Provide a description of your Firm along with the following information:

- .1 Contact Information: Identify the primary point of contact for the Project along with the standard contact information (address, phone, and e-mail address).
- .2 Firm History: Provide a summary that adequately identifies the Firm's history, years in business, ownership structure, and reporting hierarchy.
- .3 Litigation History: List all prior and pending litigations within the last ten (10) years, along with a brief description, outcome, and/or current status.
- .4 Safety: Provide Firm's Experience Modification Rate (EMR).

4.3.3 Prior Experience: Submit a statement of five (5) similar projects conducted, including prior gaming, hospitality, and tribal experience, in the last ten (10) years. Include the following for each project (at a minimum):

- .1 Name of the client (including the name, address, and phone number of the responsible official representing the client).
- .2 General scope, size, and nature of the project.
- .3 Total cost of the project.
- .4 Project commencement and completion dates.
- .5 Identification of your Firm's role in the project.

- .6 Identification of any of the Firm's team members (to be assigned to this Project) that were involved in the project as well as their assigned role and duration of involvement in the project.
- 4.3.4** References: Provide three (3) references in which the Firm have successfully completed a project similar in scope. Please include the name of the responsible individual, his/her title and phone number, his/her company, and associated project. This information will be considered confidential and shall not extend beyond the Tribe or its direct agents.
- 4.3.5** Project Team: Provide sufficient identification of your Firm's complete team for this Project. This is to include, at a minimum:
- .1 Project hierarchy and overall project team, including all staff during both preconstruction and construction phases.
 - .2 Identify roles and responsibilities of each team member.
 - .3 A resume of each key team member involved in the project and a description of his/her role with regards to the Project. Also, please state if any of the team members are Native American and their Tribal affiliation.
 - .4 Clarify percentage allocation and duration associated with each team member's assignment to the Project.
 - .5 Clarify each team member's current project assignment(s) and their availability to transition into their identified role on this Project.
- 4.3.6** Project Approach: Provide a summary of your Firm's understanding and general approach in providing thorough CMAR services on the proposed Project. This should be in sufficient depth to afford the Selection Committee an opportunity to understand your Firm's ability to provide the necessary services to ensure the Project meets the Owner's needs. This should include (at a minimum):
- .1 A description of the performance measurement techniques, data sources, and analytical methods planned to be used in completing the Project.
 - .2 Your Firm's suggested approach to reach the necessary GMP and to commence construction in an efficient, yet financially responsible manner.
 - .3 Your Firm's approach in managing the budget related to CMAR services.
 - .4 Your Firm's approach in managing the project schedule throughout the Project.
 - .5 Your Firm's approach in managing all quality control and quality assurance for the Project.

- .6 Your Firm's approach in managing safety on the Project.
 - .7 Your Firm's approach in managing the site logistics of the Project.
 - .8 Your Firm's approach in collaborating with the Project team (primarily the O.R.) as necessary to ensure the CMAR services scope and the Owner FF&E, OS&E scope are adequately synchronized.
 - .9 Your Firm's approach in properly managing all Project close-out requirements.
- 4.3.7** Project Schedule: Provide a proposed high level (summary) CPM schedule based on the project description as provided in Section 2.2. This is to include, at a minimum:
- .1 Proper identification of all preconstruction activities.
 - .2 An outline for the GMP process and proposed sequencing necessary to efficiently and responsibly commence construction.
 - .3 General identification of the durations and dates for the various construction activities of the Project.
 - .4 General identification of the Project turn-over, Owner occupancy, and Project close-out activities.
- 4.3.8** Fee Proposal: Provide the following:
- .1 Preconstruction Fee:
 - .1.1 Provide a lump sum fee and clarify the assumed duration for these services. This is to include all services that are necessary to be provided by the CMAR during the pre-construction phase as outlined in Section 2.
 - .1.2 Clearly identify the staff to be billed during this phase as well as the associated billable rates and anticipated allocation. This information will be utilized in the event the anticipated duration is decreased or not related to any fault of the Firm.
 - .1.3 Identify your proposed method of resolution should the pre-construction duration be adjusted from your assumed duration at no fault of the Firm.
 - .1.4 Clarify your proposed terms related to travel and general expenses during the preconstruction phase.
 - .2 General Conditions: Provide a detailed listing of all anticipated General Conditions costs and durations for the Project. The General Conditions are to be lump sum in the CMAR contract.

- .2.1** The lump sum amount shall be in alignment with the Project duration as identified in the Firm's proposed Project schedule, including all necessary Project start up, close-out, and warranty phase services.
- .2.2** The General Conditions are generally to include all staffing for the Project, all costs related to supporting the staff (computers, software, etc.), Project trailer, and all costs associated with furnishing and maintaining the business conducted within the trailer. The specific scope to be included in the General Conditions is further identified in Exhibit B.
- .2.3** Clearly identify each staff member to be billed under the General Conditions, along with the associated proposed billable rate, percent allocation, and duration.
- .2.4** Provide a summary of the general category of costs that are accounted for within the proposed billable rate for each staff member.
- .3** CM Controlled Contingency: Provide a proposed contingency percentage carried in initial Project budget and percentage at time of GMP. Clarify which subtotal will be the basis for the contingency percentage calculation.
- .4** Insurance: Provide percentages for General Liability, Builder's Risk, and any additional insurance programs that you intend to propose on the Project (TCIP, OCIP, etc.). Clarify which subtotal will be the basis for the insurance percentages calculation.
- .5** Payment & Performance Bond: Provide a proposed Payment & Performance Bond percentage. Clarify which subtotal will be the basis for the Payment and Performance Bond percentage calculations.
- .6** Subcontractor Bonding: Clarify if subcontractors will provide their own bonding (to be included in Cost of Work) or if an SDI (or similar) program will be utilized. If SDI program is utilized, please provide proposed percentage and clarify which subtotal will be the basis for the SDI percentage calculation.
- .7** CM Fee Percentage: Provide proposed CM Fee percentage. Clarify which subtotal will be the basis for the CM Fee percentage calculation.
- 4.3.9** Native Ownership and Participation: Clarify if the Firm is Native-Owned, and, if so, provide proof of Native ownership. Additionally, provide a plan how the Firm will promote Native Participation on this Project in conjunction with ensuring the Project objectives related budget, schedule, and quality are maintained.
- 4.3.10** Statements and Disclosures:
 - .1** Statement of Potential Conflicts of Interest: The Firm must disclose any contracts, services rendered, relationships, circumstances, or interests

between the firm, its consultants or subcontractors, and other clients that could pose any conflicts of interest, influence judgment or impair objectivity, or give the appearance of such conflicts. If no such relationships exist, a statement to that effect is to be included in the proposal.

- .2 Confidentiality Agreement: Provide a Statement of Confidentiality. During the course of the Project, the progress or preliminary findings of the Firm shall not be disclosed to any party other than the Tribe, or its assigned representatives, and all findings shall be treated as proprietary information unless written authorization is provided by the Owner.
- .3 Suspension/Debarment: Please review and sign the Tule River Tribal Council Certification Regarding Debarment, Suspension, and Other Responsibility Matters (attachment A).
- .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 Firm that received the original RFP. All proposals must contain acknowledgement of any and all addenda.

SECTION 5: ATTACHMENTS

Attachment A: Tule River Tribal Council Certification Regarding Debarment, Suspension, and Other Responsibility Matters



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: _____