



**REQUEST FOR PROPOSAL ("RFP")**

## **Fire Station 1- Earthquake Early Warning System**

**RFP Submittal Due Date:**

**January 16, 2025**

# Morongo Band of Mission Indians Request for Proposal (RFP)

## Title: Fire Station 1 Earthquake Early Warning System



### INTRODUCTION

#### 1. Introduction

The Morongo Band of Mission Indians, a federally recognized Indian Tribe (“MBMI”) is seeking qualification submittals from CAL OES Authorized United States Geological Services (USGS) ShakeAlert Licensed Operators (“Vendor”) to provide and install a California Earthquake Early Warning System (CEEWS) at the MBMI Fire Station Headquarters (FS1) currently under construction.

The Vendor will be selected based on the best overall value to Morongo, including the Vendor’s demonstrated competence and professional qualifications necessary for the satisfactory performance of the services required. Prospective Vendor should have extensive experience in this area and should be able to provide at least three (3) examples of successfully completed large scale civil, fire facility and/or hospitality projects. Prospective Vendors are encouraged to thoroughly review the Plan Set, which is attached hereto as **Exhibit B**.

This RFP describes the Project, including the required scope of services, provisions of the contract, material procurement related to taxes, the minimum information that must be included in the proposal, and the deadline for submittals.

#### 2. Background and Project Description

- A. Owner: The Project is commissioned by the Morongo Band of Mission Indians.
- B. Project Location: The Project is located at 47571 Morongo Road, Banning, CA 92220
- C. Project Scope: The Authorized CEEWS Vendor will work with DLR Architects and their MEP Engineers, Moorefield Construction and MBMI Departments to design and install the CEEWS system on Fire Station 1 currently under Construction.
- D. CEEWS Scope of alerting first responders and individuals working in local fire stations to take action to protect themselves with drop, cover, and hold on before seismic shaking starts via early warning equipment and systems, to include but not limited to:
  - PA Systems
  - Speakers
  - VOIP
  - Voice activated fire alarm boxes
  - Handheld two-way radio
  - Open gates and Fire Station Bay doors
  - Stop elevator at nearest floor
  - Throttle valves
  - Train Control Systems
  - Shut down or turn on Industrial Systems
  - Emergency Light Automation

- Automatic Generator Start
- Gas Valve Automation
- CEEW System training to be provided to MBMI Facilities Staff and First Responders

### 3. Critical Dates

**Submittal Due Date:** It is mandatory that the electronic submission of the response to this RFP be submitted through the MBMI BuilderTrend Portal **no later than January 2, 2025, at 5:00p.m.** A hard copy of the response to this RFP is not mandatory but appreciated. Hard copies can be delivered by the date and time stated above to:

**Morongo Band of Mission Indians  
Construction Services Department  
12700 Pumarra Road  
Banning, CA 92220  
Attn: Mr. Alex Sephton**

Submissions received after the deadline will be considered late and will get a lower rating in the MBMI internal bid evaluation process and probable rejection. Please note that only one submission is allowed from each CEEWS Vendor.

### IMPORTANT DATES

EVENT	DATE, TIME
Release of RFP	December 6, 2024
Mandatory Site Walk	January 9, 2025
Deadline for Questions	January 14, 2025
RFP Submission Due Date and Time	January 16, 2025, by 5:00 pm
Selection of Firm	January 21, 2025

**Note: The above dates and times are subject to change at the discretion of the MBMI.**

### Interested Parties:

If you are interested in bidding on this project, please contact the Fire Department Administrative Assistant at [jlugo@morongo-nsn.gov](mailto:jlugo@morongo-nsn.gov) for an Interested Parties Link to receive a Buildertrend Invite to access the MBMI Fire Station 1 CEEWS Bid Package.

#### 4. Mandatory Site Walk

The Mandatory Site Walk will take place on December 16, at 10:00 a.m. at 47571 Morongo Road, Banning, CA 92220.

To pre-register for the conference, interested vendors must contact the Fire Department Administrative Assistant at [jlugo@morongo-nsn.gov](mailto:jlugo@morongo-nsn.gov) no later than December 12, 2024, at 3:00 p.m.

#### 5. Construction Software

MBMI Construction Services utilizes BuilderTrend software and expects EEWS Vendors responding to the requirements of this RFP to utilize the MBMI BuilderTrend Portal. The MBMI Construction Services Department will provide access to the MBMI BuilderTrend portal to interested CEEWS Vendors. There are no extra fees associated with this requirement, as MBMI holds the software license. This requirement applies to all stakeholders involved in construction projects utilizing the MBMI BuilderTrend Portal for project management, communication, and documentation purposes.

Requirements:

- Users must be granted appropriate access credentials by MBMI Construction Services.
- RFP Submissions: RFP documents must be submitted through the designated interface within the MBMI BuilderTrend Portal. The MBMI BuilderTrend Portal supports the upload of RFP documents in commonly used file formats such as Word, PDF and Excel, etc.
- CEEWS Vendors must input cost schedules on the bid package template provided through the MBMI BuilderTrend Portal.
- RFI's must be initiated and tracked within the MBMI BuilderTrend Portal. This facilitates efficient communication and resolution of inquiries between project stakeholders.
- Document Management: The MBMI BuilderTrend Portal serves as a secure centralized repository for all project-related documents, including but not limited to RFPs, SOWs, cost schedules, project schedules, RFIs, contracts, and specifications.

Adhering to these requirements ensures efficient and effective utilization of the MBMI BuilderTrend Portal for RFP Submissions, cost schedules to include subscription plans, RFIs, and related project management activities. By leveraging the Portal's functionalities, stakeholders can streamline communication, collaboration, and documentation processes, thereby enhancing overall project outcomes and success.

## 6. Response Submittal:

Responses should address each item thoroughly and follow this format. Comments should be specific, and generalized discussions should be avoided. Submittal must be limited to responses to the questions and issues outlined below. All individuals that will be directly involved with the project should be identified and represent the Firm in all discussions and/or interviews.

- Legal name of Firm
- Address
- Telephone and Fax
- Website URL (if applicable).
- State of California business license number
- Tax identification number
- Current license information, including number and expiration.
- Date (if applicable). All licenses must be issued from California.
- Address, telephone, and email address to the person and office that will be primarily responsible for providing this proposal. the person and office that will be primarily responsible for providing for this proposal.
- Schedule of Rates
- List of Subcontractor with Contact Information
- Cost Proposal
  - Every cost proposal must fully describe all costs and charges to MBMI for completion of the project and any future subscriptions costs. Responding Vendors must provide fully inclusive blended rates which are inclusive of all work or the project-related or supported expenses. Responding Vendors must guarantee their price for 90 days.
  - All reimbursables must be approved by MBMI prior to invoicing. Travel, reproduction, and other office expenses shall be included in the cost proposal.
  - Warranty period for all equipment
  - The hourly rate must be an all-inclusive rate to include administration, travel, training, and operating costs.
  - MBMI reserves the right to negotiate final fees with any selected Vendor.

## 7. Tax Requirements:

- In recognition that Morongo is a tax-exempt entity, Vendor shall, upon receipt of Morongo's tax-exempt certificate or similar documentation, take commercially reasonable steps, including strict compliance to California Department of Tax and Fee Administration Publication 146 regulations, to avoid the imposition of sales, use, or other taxes in connection with this Project. Vendor shall be financially responsible for taxes incurred by either party that could have been avoided through Vendor's reasonable efforts.

## 8. Amendments to RFP:

- Morongo retains the right to amend or cancel this RFP at any time and at its sole discretion. Amendments will be provided in writing to those Vendors who have submitted Intent to Bid notification.

## 9. General Provisions:

- **No Commitment to Award**
  - Issuance of this RFP and receipt of responses does not commit the MBMI to award a contract. MBMI expressly reserves the right to postpone response opening for its own convenience, and to accept or reject any or all responses received.
- **Proposal Withdrawal**
  - The Proposer may withdraw their proposal at any time prior to the specified time for receipt of submittals by delivering a written request signed by an authorized officer of the Proposer's organization to the attention of Mr. Alex Sephton, Construction Services Director. All Proposers must present their written request for withdrawal in person with proof that they are representatives of the company withdrawing the RFS. Responses may be withdrawn and resubmitted in the same manner if done so before the proposal submission deadline.
    - Withdrawal or modification offered in any other manner will not be considered.
- **Rejection of Proposals**
  - MBMI reserves the right to accept or reject any or all responses, or any portion or combination thereof, or award based on the total RFP.
- **Tribal Monitoring**
  - All ground displacing work shall require Tribal Monitoring Agreement. See Exhibit C for more information.

## 10. Miscellaneous Terms:

- **Governing Law.** Contracts with MBMI shall be governed by (and thus interpreted in accordance with) the laws and ordinances of the Tribe. In the event there is no applicable law or ordinance of the Tribe, then the contract shall be governed by federal law, and in the event no federal law is applicable then the contract shall be governed by the laws of the state of California.
- **Venue.** The parties agree that any dispute or claim arising from any contract will be resolved in the Morongo Tribal Court. An overview of the Morongo Tribal Court is available at the following web address: <http://www.morongonation.org/content/tribal-court>.

**Exhibits:****Exhibit A – Receipt of Request for Proposal (RFP) and Addenda**

1	RFP dated _____	
2	Addendum 1 (if applicable)	
3	Addendum 2 (if applicable)	
4	Addendum 3 (if applicable)	
5	Addendum 4 (if applicable)	
6	Addendum 5 (if applicable)	
7	Addendum 6 (if applicable)	
8	Addendum 7 (if applicable)	

I, the undersigned, on behalf of the (CEEWS Vendor), certify that I have received all documents listed above.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Title

**Exhibit B- Fire Station 1 Plan Set**

**Description:** MBMI Fire Station 1- Headquarters Construction Drawing Plan Set

**Instructions for accessing drawings:**

To access the MBMI Fire Station 1 – Headquarters Construction Drawing Plan Set, please click on the link below:

[FS1 Plans](#)

**Exhibit C- MBMI Requirement for Tribal Cultural Resource Monitors for Ground Disturbing Activities****1. Purpose:**

- 1.1. The purpose of this requirement is to ensure the preservation and protection of tribal cultural resources during ground disturbing activities by implementing Tribal Cultural Resource Monitors (TCRMs) as an integral part of the project. This requirement seeks to uphold the principles of cultural heritage preservation and foster meaningful engagement with tribal communities in the management of ground disturbing activities.

**2. Scope:**

- 2.1. This requirement applies to all ground disturbing activities within areas identified as possessing potential tribal cultural resources, as determined through consultation with MBMI tribal authorities or agencies.

**3. Definitions:**

- 3.1. Tribal Cultural Resource Monitors (TCRMs): MBMI-THPO designated individuals from relevant tribal communities tasked with overseeing ground disturbing activities to identify, protect, and mitigate impacts on tribal cultural resources.
- 3.2. Ground Disturbing Activities: Any activities that involve excavation, construction, development, or other actions that may disturb the soil or sub-surface within areas of cultural significance to tribal communities.

**4. Requirement:**

- 4.1. Prior Consultation: The AE firm and all Contractors involved with ground disturbing activities must consult with relevant tribal authorities or agencies to identify areas of potential cultural significance and determine the need for TCRMs.
- 4.2. Appointment of TCRMs: MBMI-THPO shall appoint TCRMs in consultation with tribal authorities or agencies. TCRMs will possess appropriate cultural knowledge, training, and expertise.



- 4.3. The AE Firm and all Contractors involved in ground disturbing activities shall use Native American monitor(s) (TCRMs) for Ceremonial House project, which encompasses approximately five (5) acres and is located at 47571 Morongo Road, Banning, CA 92220. The Native American monitor will accompany the project's archaeological team in the field and be present to assist in identifying Traditional Cultural Properties and specific areas of concern to the tribe. The Native American monitor will be present on site during all ground-disturbing activities as agreed upon or required as part of the cultural resources' mitigation and monitoring plan, one Native American monitor will be required per piece of construction equipment or ground-disturbing activity.

## **5. Responsibilities of TCRMs:**

- 5.1. Monitor Activities: TCRMs shall monitor ground disturbing activities to identify any potential impacts on tribal cultural resources.
- 5.2. Report Findings: TCRMs shall promptly report any findings or concerns regarding potential impacts on tribal cultural resources to project proponents and relevant MBMI tribal authorities or agencies.
- 5.3. Recommend Mitigation Measures: TCRMs under the authority of THPO may recommend mitigation measures to minimize or avoid impacts on tribal cultural resources.

## **6. Integration into Project Plans:**

- 6.1. TCRMs shall be integrated into project plans and schedules to ensure their presence during critical phases of ground disturbing activities. The AE Firm and all Contractors shall schedule TCRMs through the MBMI Construction Services Department. Scheduling TCRMs shall be coordinated through MBMI Construction Services at least 5 days in advance of the ground-disturbing activity, and compliance with this requirement is non-negotiable. In the event scheduled ground disturbing activities are canceled or rescheduled, the AE firm and all Contractors involved with ground disturbing activities are required to give 48 hours' notice before canceling the TCRM. Failure of the AE firm and all contractors, involved with ground disturbing activities, to notify MBMI Construction Services within this timeframe will result in the automatic billing of 4 hours of "show up" time as a back charge to the AE firm or the Contractor engaged in ground disturbing activities.

## **7. Compliance Monitoring:**

- 7.1. The AE firm and all contractors involved with ground disturbing activities shall ensure compliance with the requirements outlined in this document and any additional measures agreed upon through consultation with MBMI tribal authorities or agencies. The AE Firm and all contractors shall comply with any Cultural Resources Monitoring and Mitigation Plan (CRMMP) that is applicable to this Agreement.

## **8. Record-Keeping:**

- 8.1. MBMI - THPO shall maintain records of TCRM reports, recommendations, and actions taken to address concerns related to tribal cultural resources.

## **9. Training and Support:**

- 9.1. The AE firm and all contractors shall provide a detailed plan with marked up locations of where the ground disturbing activities are going to occur 5 days in advance of the scheduled ground disturbing activities.

**10. Compliance with Laws:**

- 10.1. The Parties involved in ground disturbing activities shall mutually comply with applicable federal, state, tribal and local rules, regulations, laws, ordinances, and rulings including those of governmental agencies having jurisdiction over the Services.

**11. Discovery of Human Remains:**

- 11.1. California state law may apply, and the Parties involved in ground disturbing activities will take appropriate action under California Public Resources Code Section 5097.98 or successor statutes. Federal law may apply, and the Parties will take appropriate action under the Native American Graves Protection and Repatriation Act (NAGPRA) or successor statutes. Consistent with California Government Code Section 6254(r), unless otherwise required by law, the site of any reburial of Native American human remains shall not be disclosed.

**12. Cultural Items:**

- 12.1. The release of any cultural items and artifacts encountered during ground disturbing activities will be negotiated on an item-by-item basis.

**13. Enforcement:**

- 13.1 Non-compliance with this Requirement Exhibit D may result in project suspension, fines, or other penalties as determined by relevant regulatory authorities.

**14. Sovereign Immunity:**

- 14.1 Nothing in this Requirement shall be deemed a waiver of the Tribe's sovereign immunity.