



---

**Morongo Band of Mission Indians**

**Hadley Fruit Orchards Patio Remodel**

**Request for Proposals**

**June 13, 2023**

---

## Table of Contents

<b>INTRODUCTION/ PROJECT OVERVIEW .....</b>	<b>3</b>
<b>IMPORTANT DATES .....</b>	<b>4</b>
<b>QUALIFIED DESIGN- BUILD FIRMS AND BASIC SERVICES .....</b>	<b>5</b>
<b>SCOPE OF WORK .....</b>	<b>7</b>
<b>GENERAL INSTRUCTIONS .....</b>	<b>14</b>
<b>DOCUMENTATION OF FINANCIAL RESPONSIBILITY .....</b>	<b>21</b>
<b>COST PROPOSAL .....</b>	<b>22</b>
<b>MISCELLANEOUS INFORMATION .....</b>	<b>22</b>
<b>GENERAL PROVISIONS .....</b>	<b>22</b>
<b>Exhibit A - Receipt of Request for Proposal (RFP) and Addenda .....</b>	<b>25</b>
<b>Exhibit B- Exterior Patio Pictures .....</b>	<b>26</b>

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

## Title: Hadley Fruit Orchards Patio Remodel

MORONGO  
BAND OF  
MISSION  
INDIANS



A SOVEREIGN NATION

## INTRODUCTION/ PROJECT OVERVIEW

### 1. Introduction

The Morongo Band of Mission Indians (MBMI), a federally recognized sovereign Indian Tribe, is seeking proposals from qualified Design- Build Firms to assist MBMI in converting the exterior patio into an interior dining area including the design, engineering, and engineering, and construction at Hadley Fruit Orchards Grocery Store.

<https://hadleyfruitorchards.com/>

Hadley Fruit Orchards Grocery Store, a historic landmark and grocery store is conveniently located off Interstate 10 between Banning and Palm Springs, CA. The store is located at 47993 Morongo Trail, Cabazon, CA 92230. The Morongo Band of Mission Indians believes strongly in Hadley Fruit Orchards' mission to provide top-quality dates, dried fruits, nuts, and gifts, and to provide premium service to the customers who purchase and use their products.

This RFP describes the Project, the required Scope of Work and Services, the selection process, the minimum information that shall be included in the Proposal for this Project, and the terms and conditions governing the Work. Failure to submit all requested information in accordance with the requirements of this Request for Proposal (RFP) may be cause for disqualification.

Each Proposal, properly executed as required by this RFP, shall constitute a firm offer which may be accepted by The Morongo Band of Mission Indians (MBMI), within the time specified in the Proposal.

### 2. Project Description

This project involves the conversion of the current outdoor patio/ dining area into an extension of the current interior dining room. New conversion shall be fully enclosed with UV Glass, ceiling fans, updated HVAC, and additional exit door. New dining room shall be designed to accommodate an additional 100 guests.

### 3. Critical Dates

Submittal Due Date: It is mandatory that (1) one hard copy and (1) one electronic copy of the response to this RFP be provided in **SEALED envelope no later than July 31, 2023, at 4:00 pm**, and should be emailed to: [RFPResponse@morongo-nsn.gov](mailto:RFPResponse@morongo-nsn.gov).

All responses must be submitted to:

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

Submissions received after the deadline will be returned to Proposer. Please note that only one submission is allowed from each Proposer.

**IMPORTANT DATES**

The following schedule shall govern this RFP. All times referred to in this RFP are Pacific Daylight Time (PDT).

EVENT	DATE, TIME
Release of RFP	June 13, 2023
Mandatory Pre- Proposal Meeting and Site Visit	July 6, 2023
Deadline for Questions	July 20, 2023
RFP Submission Due Date and Time	July 31, 2023, at 4:00pm
Tribal Council Bid Opening	Week of August 1, 2023
Selection of Firm	August 9, 2023

**4. Mandatory Pre- Proposal Meeting and Site Visit**

All those wishing to submit a proposal are required to attend the Mandatory Pre-Proposal and Site Visit.

The Pre-Proposal Meeting and Site Visit is scheduled as follows:

**Time: 10:00 AM – 12:00 PM**  
**Date: July 6, 2023**  
**Location: 47993 Morongo Trail, Cabazon, CA 92230**

To register for the conference, interested parties must complete this linked [Interested Parties](#) form or by following QR code not later than **July 5, 2023, at 4:00PM.**



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

## QUALIFIED DESIGN- BUILD FIRMS AND BASIC SERVICES

### 5. Qualified Design- Build Firms

All Design- Build Firms submitting a proposal in response to this RFP must comply with all federal, state, and local codes, historic preservation, restrictions, and processes throughout the project and be inclusive in any recommendations. Design- Build Firms must have the following:

- 5.1. Minimum of ten years of relevant experience and success with designing commercial restaurants in the state of California.
- 5.2. Each individual team member proposed for the team must have a minimum of ten years of relevant experience and success with services for commercial design or similar type of building.
- 5.3. Thorough understanding and comprehension of all applicable building codes and requirements for the state of California.
- 5.4. All architectural firms must have an active and valid professional license for the state of California. All sub-contractors used by firms must also have an active and valid professional license as well.

### 6. Basic Services

The Design Build Firms agrees to provide full Architectural, Engineering, and Construction Services for MBMI as described herein. Basic Services of the Design- Build Firm shall include, but is not limited to, the following services:

- Programming, schematics, design development, construction drawings, and technical specifications.
- On-site project representation
- RFI (Request for Information) response throughout project life cycle including during the bidding process.
- Schedule evaluation and monitoring.
- Submittal review and approval.
- Land survey services (if necessary).
- Coordination with MBMI supplied data.
- Schematic design; one preliminary drawing and two alternates.
- Complete architectural and structural design.
- Mechanical, electrical, and plumbing design.
- Landscape Design where applicable.
- Sprinkler design (performance specification).
- Develop, monitor, and resolve all punch list items to the satisfaction of MBMI.

### 7. Meetings

The selected firm will be responsible for assisting and attending all meetings deemed necessary by the MBMI, and presenting, if necessary, to expedite project delivery, progress meetings with the Morongo Tribal Council or the Morongo General Membership, and post project evaluation meetings.

## 8. Project Administration

The Design- Build Firms shall manage all architectural and engineering services. The Design- Build Firms shall consult with MBMI, research applicable design criteria, attend project meetings, communicate with members of the MBMI's Project Team, and issue weekly progress reports. The Design- Build Firms shall coordinate the services provided by Design- Build Firms and the Design-Build Firms consultants with those services provided by MBMI and MBMI's consultants. Those services typically include telecommunication and data design, system furniture design and installation, access control, and any element identified in the RFP.

The Design- Build Firm in concert with MBMI, shall consider the value of alternative materials, building systems, and equipment, together with other considerations based on program, budget, and aesthetics in developing the design of this Project.

The Design- Build Firm shall work within MBMI's proposed budget for the project. As the design progresses through the end of the preparation of the construction documents, the Design- Build Firm shall partner with MBMI to refine the estimate of the cost for the project. The project budget may be adjusted from previous estimates of the cost for the project indicated by changes in the project requirements or general market conditions. The Design- Build Firm shall provide a detailed cost estimate at 100% schematics and design development phase, and at 50% and 95% of construction document phase, to MBMI. At any time MBMI determines the cost of the project exceeds the overall project budget, the Design- Build Firm shall make appropriate revisions to the contract documents to adjust the project's size, quality, or budget.

The Design- Build Firm shall provide a preliminary evaluation and verification of any information furnished to MBMI to include similar types of facilities and programs, schedule requirements, and budget for the cost of the project. The Design- Build Firm shall review such information to ascertain that it is consistent with the requirements of the project, shall accept full responsibility for the final design concept and shall notify MBMI of any other information or consultant services that may be reasonably needed for the project.

The Design- Build Firm shall provide a preliminary evaluation of the project site conditions, and MBMI's program, schedule, and budget for the cost of the project.

The Design- Build Firm shall submit design documents to MBMI at intervals stated in the scope of work for the design process indicated herein for purposes of evaluation and approval by MBMI. The Design- Build Firm shall be entitled to rely on approvals received by MBMI in the further development of the design.

## 9. Additional Services

Additional Services will be provided only as authorized in writing and on an hourly basis unless otherwise approved. Additional services must be brought to the attention of MBMI prior to the commencement of a task and/or activity.

## 10. Construction Software

Should MBMI implement any type of construction software, the Design- Build Firm will be required to use the software throughout the life of the project.

## SCOPE OF WORK

### 11. Design and Engineering

The Design- Build Firm shall be responsible for all programming and conceptual design studies for this project, including attendance of all user conferences and review meetings.

Presentation plans and exterior views of the proposed building are required at this stage of the Design- Build Firms work. During this phase of work, the Design- Build Firm shall determine and present their best solution consistent with the most functional site development layout, functional space layouts meeting the needs of Hadley's Grocery Store, outline specifications, cost estimates, overall design concepts, and other data to define and confirm or lock-in the project scope.

The Design- Build Firm shall provide design and engineering documents based on the mutually agreed-upon program, schedule, and budget for the cost of the project. The documents shall establish the conceptual design of the project illustrating the scale and relationship of the project components. The schematic design documents shall include preliminary building plans, sections, and elevations. Preliminary selections of major building systems and construction materials shall be noted on the drawings or described in writing as directed by the MBMI.

The Design- Build Firm shall provide two copies of all final materials, including a 3- Dimensional (3D) artistic rendering of the buildings and submit to MBMI all presentation material on a thumb drive in pdf format for final review. Based on written approval of the schematic design documents and the validated schematic design report, and any adjustments authorized by the MBMI in the program, schedule, or cost analysis.

### 12. Demolition

The Design- Build Firm shall be responsible for all demolition and removal of existing building components including:

- Pre- demolition activities include disconnecting utilities and securing the site to ensure safety during demolition.
- Salvage and recycling of materials.
- Site clearance and waste removal of patio materials including but not limited to flooring, walls, glass, and roof.

### 13. Design Development Documents

The Design- Build Firm shall provide design development documents based on the approved schematic design documents and updated budget for the cost of the project. The Design- Build Firms design development documents shall illustrate and describe the refinement of the design of the Project, establishing the scope, relationships, forms, size, and appearance of the project by means of plans, sections, and elevations, typical construction details, and equipment layouts. The Design- Build Firms development documents shall include specifications that identify major materials and systems and establish in general their quality levels.

Basic services under the design development phase shall include, but are not to be limited to, the following:

- Outline specifications, including catalogue cuts of equipment.
- Provisions for special requirements, such as emergency power, sound system, and fire protection.
- Code required signage system (interior).
- Civil engineering survey and proposed building locations.

The Design Firm shall attend at least five meetings with MBMI during the design development phase.

The work shall include, but is not limited to:

- Architectural Design Development Drawings
  - Fully developed architectural floor plans showing partitions
  - Exterior elevations
  - Typical cross sections
  - Typical wall sections
  - Reflected ceiling plan of critical areas
  - Typical interior elevations of critical areas
  - Finishes of typical and critical areas
  - Key architectural details
- Structural Design Development Drawings
  - Typical framing scheme
  - Establishment of all column points
  - Preliminary column schedule
  - Preliminary details and sections
  - Preliminary details of major unique conditions
  - Details indicating coordination with mechanical/electrical equipment
- Mechanical, Electrical, and Plumbing Design Development
  - Typical floor plans with major items of equipment and panel locations shown
  - Preliminary details of major unique conditions
  - Lighting plans with detectors and speakers
  - Proposed electrical fixture schedule
  - Exterior air intake/exhaust locations
  - Sprinkler system (performance specifications)
  - Domestic water system
  - Natural gas system

The Design- Build Firm, following MBMI approval of the validated site development plan and building design, shall develop a site utility and grading plan in accordance with efficient land use practice and in accordance with all applicable regulations.

#### **14. Design Development Document Phase Deliverables**

The Design- Build Firm shall submit for review and approval of MBMI five full size copies of each and two copies of half-sized prints of the finalized design development and construction documents plans. The Design- Build Firm shall also provide three copies of the full specifications, including all structural calculations



needed for permitting. All plans and specifications shall indicate that they are for design development phase review. The Design- Build Firm shall provide PDF files of any drawings requested by MBMI. The Design- Build Firm shall provide MBMI with these documents in Microsoft Word for record. The Design- Build Firm shall ensure that any/all documents/specifications prepared by any of its sub-consultants are prepared in this format. All documents and program files shall be consistent using the same font, format, style, etc.

## **15. Construction Documents**

The Design- Build Firms shall prepare and provide complete plans and specifications in accordance with the contract, based on the approved design development documents and updated budget for the cost of the project. These documents shall be prepared for use in obtaining all site and building permits as well as for use in a competitive bidding process for construction of the facility.

An engineered site plan shall be prepared as part of the construction document phase. The completed site plan shall include, but not be limited to, the following components: topography, grading design, drainage design, storm water management, sediment and erosion control, septic system, clarifier and grease interceptor, water distribution system and easements, electrical utilities and easements, telephone utility easements, roadways, pavement, curb and gutter, special pavement design, site access including road improvements, walkways, fencing, circulation access and egress, parking design for vehicles, specifications, boundaries and all easements, site lighting plan, security, and signage.

The Design- Build Firm shall ensure that specifications do not stipulate a “pre-approved or pre-qualified list” of subcontractors. The Design- Build Firm shall bear all associated costs for rectifying the contract documents. The Design- Build Firm shall prepare specifications using the most current Construction Specifications Institute (CSI) format. The Design- Build Firm shall furnish for preliminary review all bidding documents to the MBMI, electronically and hard paper copy, prior to any advertisement of the project.

## **16. Construction Document Phase Deliverables**

The Design- Build Firm shall submit for review and approval of the MBMI five full size copies of each and two copies of half-sized prints of the finalized design development and construction documents plans. The Design- Build Firm shall provide three copies of the full specifications, including all structural calculations needed for permitting. All plans and specifications shall indicate that they are for plan review and permitting. The Design- Build Firm shall provide the MBMI with such documents on thumb drive in Microsoft Word or PDF for record. The Design- Build Firm shall ensure that all documents/specifications prepared by any of its sub-consultants are prepared in this format. All documents and program files shall be consistent using the same font, format, style, etc.

## **17. Plan Review and Permitting**

The Design- Build Firm shall assist the MBMI in making application for all required permits to Willdan Group. The Design- Build Firm shall respond to all comments of the reviewing agency during the permit application process and shall attend any required review meetings with the reviewing officials to resolve the comments. Comments from all required reviews will be incorporated into the documents to prepare the package for bidding the construction. The Design- Build Firm will provide MBMI an estimate of the plan check fees.

Drawings, specifications, and other documents prepared by the Design- Build Firm on behalf of MBMI for this project will become instruments of service for the Design- Build Firm and shall remain the property of MBMI, whether the project for which they are developed, created, or made is executed or not.

The Design- Build Firm shall be permitted to retain copies, including reproducible copies of the drawings and specifications. However, such copies and materials shall be held in the strictest confidence and the Design- Build Firm shall not disclose or release any information or material without the prior written consent of MBMI. MBMI agrees that the Design- Build Firm shall not be liable for any damage, loss, or injury resulting from the MBMI's future use of the construction documents other than for purposes related to this project when this Design- Build Firm is not the design firm of record.

The Design- Build Firm shall, without additional fee, correct the drawings, specification, and/or other materials furnished under this contract if MBMI finds that such revisions are necessary to correct errors or deficiencies for which the Design- Build Firm is responsible. The Design- Build Firm shall be responsible for all reproduction fees resulting from the need to resubmit documents because of the Design- Build Firm's errors and/or omissions.

## **18. Bidding Phase**

The Design- Build Firm, following MBMI's final acceptance of the construction document's plans, specifications, construction estimate, and plan review and approval, shall assist MBMI in obtaining bids and assist in awarding and preparing contracts for construction. The Design- Build Firm shall work cooperatively with MBMI's Construction Services Department to develop the front-end bidding documents for the project.

The Design- Build Firm shall provide support and assistance to MBMI Construction Services during the development of the RFP for construction and shall be relied upon to provide MBMI professional support throughout the entire construction process.

The Design- Build Firm shall provide MBMI with at least five full size sets and two half-size plans of the bidding documents, specifications, and conditions of the contract for construction. The Design- Build Firm shall also provide MBMI with electronic copies of the documents in PDF format. Such documents shall be prepared and printed in "Times Roman" font and with all paragraphs aligned left style format, double-spaced between paragraphs. The plans and specifications shall be labeled "For Construction" and shall be given to the MBMI's Project Manager.

The Design- Build Firm shall assist the MBMI with soliciting, evaluating, and awarding bids. The Design- Build Firm shall consider requests for substitutions in the bidding documents.

Bidding documents shall incorporate all MBMI general and supplemental conditions. The Design- Build Firm shall ensure against conflict between various documents including, but not limited to; Division 0, General Conditions, as may be modified/supplemented by the Construction Services Department or general requirements, and any other specification divisions.

The Design- Build Firm shall assist in conducting a pre-bid meeting including answering questions concerning the design documents.

The Design- Build Firm shall be responsible for taking meeting minutes and assisting in preparing addenda. The Design- Build Firm shall prepare responses to questions from prospective bidders and provide clarifications and interpretations of the bidding documents related to all sections of the bidding documents. The Design- Build Firm shall provide the MBMI with copy of the minutes including all questions and answers.

The Design- Build firm shall consider requests for substitutions, if permitted by the bidding documents, and shall prepare and distribute addenda identifying approved substitutions to all prospective bidders. Addenda shall be developed in accordance with format approved and acceptable to MBMI. No addenda shall be issued by the Design- Build Firm without prior review and written approval of MBMI.

Written questions to the Design- Build Firm from the prospective contractors concerning the project submitted after the pre-bid meeting will be routed through the MBMI representative for review prior to the Design- Build Firm submitting response to the prospective contractors. Responses to all questions during the bidding period will be developed by the Design- Build Firm and forwarded to MBMI for submission.

The Design- Build Firm shall furnish the MBMI with copies of all questions during the bidding process. The Design- Build Firm shall prepare responses to questions from prospective bidders and provide clarifications and interpretations of the bidding documents to all prospective bidders in the form of addenda. All questions and subsequent answers shall be included in the addenda.

## **19. Progress Meetings**

The Design- Build Firm shall attend monthly meetings and review the status of the construction progress at the site. The Design- Build Firm shall conduct site walk through to adequately determine the stage of construction and familiarize themselves with the progress and quality of the portion of the work completed, and to determine, in general, if the work observed is being performed in a manner indicating the work, when fully completed, is construction in accordance with the contract documents.

## **20. Progress Report**

The Design- Build Firm shall prepare and provide a progress report at subsequent construction progress meetings based upon the site visits. The Design- Build Firm shall keep MBMI informed about the progress and quality of the portion of the work completed, and report to the MBMI's Project Manager any known deviations from the contract documents by the Contractor. The report shall indicate agreed or recommended resolution, if any conditions result in changes to the most recent construction schedule submitted by the Contractor, and defects and deficiencies observed in the work.

The Design- Build Firm shall interpret and decide matters concerning performance of the Contractor during construction which are consistent with the project's intent. The Design- Build Firm's response to such requests shall be made in writing within seven days unless such other time limits are agreed upon.

## **21. Change Orders and Change Directives**

The Design- Build Firm shall review and provide recommendation to MBMI regarding proposed change orders/change directives. The Design- Build Firm may be requested to assist in negotiation of such and evaluation of any accompanying supporting documentation or statements accompanying such.

## 22. Certification of Contractor Pay Application

The Design- Build Firm shall assist in reviewing and certifying the amounts due the Contractor and shall issue certificates for payment in such amounts. The Design- Build Firm's certification for payment shall constitute a representation to MBMI, based on the Design- Build Firm's evaluation of the work and on the data comprising the Contractor's application for payment, that the work has progressed to the point indicated and that, to the best of the Design- Build Firm's knowledge, information and belief, the quality of the work is in accordance with the contract documents.

The Design- Build Firm shall represent:

- Evaluation of the work for conformance with the contract documents upon substantial/final completion.
- Results of subsequent tests and inspections.
- Correction of minor deviations from the contract documents prior to completion; and
- Specific qualifications expressed by the Design- Build Firm. MBMI reserves the right to withhold any certificate which it determines necessary.

The Design- Build Firm shall maintain a record of the Contractor's applications for payment. The Design- Build Firm shall record background information and details regarding any circumstances and recommend any subsequent action to be taken.

The Design- Build Firm shall review and approve or take other appropriate action upon the Contractor's submittals such as shop drawings, product data, and samples for the purpose of checking for conformance with information given and the design concept expressed in the contract documents.

The Design- Build Firm's action shall be taken with reasonable promptness, however not less than within seven calendar days, to cause no delay in the work or in the activities of the city, Contractor, or separate contractors, while allowing sufficient time in the Design Firm's professional judgment to permit adequate review.

Review by the Design- Build Firm of submittals is not conducted for the purpose of determining the accuracy and completeness of other details such as dimensions and quantities, or for substantiating instructions for installation or performance of equipment or systems, all of which remain the responsibility of the Contractor as required by the contract documents.

The Design- Build Firm's review shall not constitute approval of safety precautions or, unless otherwise specifically stated by the Design- Build Firm, of any construction means, methods, techniques, sequences, or procedures. The Design- Build Firm's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

The Design- Build Firm shall maintain a record of submittals and copies of submittals supplied by the Contractor in accordance with the requirements of the contract documents.

If professional design services or certifications by a design professional related to systems, materials, or equipment are specifically required of the Contractor by the contract documents, the Design- Build Firm shall specify appropriate performance and design criteria that such services must satisfy. Shop drawings and other

submittals related to the work designed or certified by the design professional retained by the Contractor shall bear such professional's written approval and seal, if applicable, when submitted to the Design- Build Firm. The Design- Build Firm shall be entitled to rely upon the adequacy, accuracy, and completeness of the services, certifications, or approvals performed by such design professionals.

The Design- Build Firm shall assist in preparing change orders and construction change directives. The Design- Build Firm shall furnish such for the MBMI's review, anticipated approval, and execution in accordance with the contract documents. The Design- Build Firm may authorize minor changes in the work not involving an adjustment in contract sum or an extension of the contract time which are consistent with the intent of the contract documents.

The Design- Build Firm shall review and provide recommendation regarding Contractor RFIs. The Design- Build Firm shall furnish a prior copy to the Project Manager of responses to the Contractor's requests for information related to the comparison of the Contract Documents, field conditions, other MBMI provided information, Contractor-prepared coordination drawings, or prior Project correspondence or documentation.

If necessary, the Design- Build Firm shall prepare, reproduce, and distribute drawings and specifications to describe work to be added, deleted, or modified.

The Design- Build Firm shall review properly prepared, timely requests by MBMI or Contractor for changes in the work, including adjustments to the contract sum or contract time.

The Design- Build Firm shall ensure request for a change in the work is accompanied by sufficient supporting data and information to permit a reasonable determination for preparation of additional drawings or specifications. If the Design- Build Firm determines that requested changes in the work are not materially different from the requirements of the contract documents, the Design- Build Firm may issue an order for a minor change in the work or recommend to MBMI that the requested change be denied.

If the Design- Build Firm determines that implementation of the requested changes would result in a material change to the contract that may cause an adjustment in the contract time or contract sum, the Design- Build Firm shall make a recommendation to MBMI, who may authorize further investigation of such change.

The Design- Build Firm shall conduct inspections to determine the date or dates of substantial completion and the date of final completion; shall receive from the Contractor and forward to MBMI, for the MBMI's review and records, written warranties and related documents required by the contract documents and assembled by the Contractor; and shall issue a final certificate for payment based upon a final inspection indicating the work complies with the requirements of the contract documents.

The Design- Build Firm's inspection shall be conducted with the MBMI's Project Manager to check conformance of the work with the requirements of the contract documents and to verify the accuracy and completeness of the list submitted by the Contractor of work to be completed or corrected.

When the work is determined by the Design- Build Firm to be substantially complete, the Design- Build Firm shall inform the MBMI's Project Manager about the balance of the contract sum remaining to be paid the Contractor, including any amounts needed to pay for final completion or correction of the work. The Design- Build Firm shall maintain a current punch-list of any deficiencies or defects in the work.

As part of basic services, the Design- Build Firm shall, upon completion of the work, review all test reports required by the contract documents to determine that all tests have been satisfactorily performed in conformance with the contract documents. The Design- Build Firm should provide MBMI with at least three copies of a report concerning such testing. The Design- Build Firm shall advise MBMI of any results which are not in compliance with the contract documents. Final payment to the Design- Build Firm shall be conditioned upon submission of such report to MBMI.

The Design- Build Firm shall meet with the MBMI's Project Manager or MBMI's Designated Representative promptly after substantial completion to review the facility operation services close-out procedures. The Design- Build Firm shall maintain a current list of items to necessitate the project close-out.

### 23. Post-Constriction Phase

This phase shall commence upon MBMI filing the notice of completion. The Design- Build Firm shall perform a post-construction project walk-through at six months and one-year post-construction. After each post-construction walk-through, the Design- Build Firm shall prepare a report to be submitted to MBMI of their findings and recommended course of action.

## GENERAL INSTRUCTIONS

### 24. Submittal Response

The Proposer shall submit one bound copy and one electronic copy (USB Flash Drive or CD Rom) of submittal on or before **July 31, 2023, at 4:00 p.m.**, and should be emailed to: [RFPResponse@morongo-nasn.gov](mailto:RFPResponse@morongo-nasn.gov).

Responses received after **July 31, 2023, at 4:00 pm**, will be rejected by MBMI and will be returned without review. To be considered "on time" a response must show "Request a Delivery Receipt for this Message," confirming submission by the above-specific deadline.

MBMI will not be responsible for, not accept as a valid excuse for late response delivery, any delay in emailing submission, mail service, or other method of delivery used by proposer/respondent.

### 25. Questions from Proposers/Respondents

All questions regarding the RFP must be submitted via the [Questions Form linked here](#) or by the following QR Code:





For anything other than questions regarding the RFP (complete form linked above), **do not contact MBMI by any means other than via email at [RFPResponse@morongo-nsn.gov](mailto:RFPResponse@morongo-nsn.gov).**

## 26. RFP Addenda/Clarification

If necessary, MBMI may revise any part of this RFP or, to provide clarification or additional information after the RFP documents have been released, a written addendum will be sent only to firms that have completed and submitted an Interested Parties Form (IPF). MBMI also reserves the right to investigate and rely upon information from other available sources in addition to any documents or information submitted. Recipients of record are those parties who completed and submitted an IPF. Any addenda will be sent by e-mail only to recipients of record. It shall be the responsibility of the respondents to inquire of the MBMI as to if any addenda have been issued. This may be done by emailing [RFPResponse@morongo-nsn.gov](mailto:RFPResponse@morongo-nsn.gov) prior to the RFP submittal deadline. All addenda issued shall become part of the RFP. In addition, responses to written questions received will be incorporated in an RFP addendum. MBMI response to questions will be distributed at least 72 hours prior to the deadline for RFP submission. **Proposer shall not contact any other employee or representative of MBMI regarding this RFP other than as allowed herein.** MBMI shall not be held liable for oral representations made by its employees or agents.

## 27. Joint Offer

MBMI intends to contract with a single firm and not with multiple firms doing business as a joint venture or LLP. Each proposing firm shall identify a lead representative firm from their team for the duration of the RFP is applicable.

## 28. Confidential Information

The Proposal, response, and any other supporting materials submitted to the MBMI in response to this RFP, if requested, will not be returned, and will become the property of the MBMI unless portions of the materials are designated as proprietary at the time of submittal, and are specifically requested to be returned. Information made in response to the RFP may contain technical, financial, or other data, the public disclosure of which would cause substantial injury to the Proposer's competitive position or that would constitute a trade secret. To protect this data from disclosure, the Proposer should specifically identify the pages of the response that contain such information by properly marking the applicable pages and by inserting the following notice in the form of its response. Vague designations and/or blanket statements regarding entire pages or documents are insufficient and will not bind the MBMI to protect the designated matter from disclosure.

## 29. Disclosure and Trade Secret

The data on pages of this response, identified by an asterisk (\*) or marked along the margin with a vertical line, shall be reviewed as containing information as which are trade secrets, disclosure of which would cause substantial injury to the Proposer's competitive position. The Proposer by using this annotation method requests that such data be used only for the evaluation of its response but understands that disclosure will be limited to the extent that the MBMI determines is proper under federal, state, and local law.

### 30. Exceptions/Deviations

Any exceptions to or deviations from the requirements set forth in this RFP must be declared in the response submitted by the proposer. Such exceptions or deviations must be segregated as a separate element of the response under the heading “Exceptions and Deviations,” and incorporated in the Appendix section of your submittal. Please furnish the following described information in the Appendix section of your submittal. Submit a declaration under penalty of perjury by an authorized corporate officer or principal, stating that reasonable diligence has been used in preparation of the proposal submitted in response to the RFP and that all information provided in response to Paragraphs (30.1) through (30.4) below is true, correct, and complete.

All responding firms shall describe any exception or deviation from the requirements of this RFP. Each clarification, exception, or deviation must be clearly identified. If your firm has no clarifications, exceptions or deviations, a statement to that effect shall be included. Any clarification, exception, or deviation is to be considered valid and accepted only upon approval by MBMI. Any proposal submitted must be signed by an individual authorized to bind the Design- Build Firm. Any proposal submitted without such authorization will be deemed non-responsive. Questions or objections to this RFP or other aspects must be received and acknowledged at least seven working days before the date and time at which proposals are scheduled to be received. Questions or objections submitted beyond the seven working days will not be acknowledged.

The selected Design- Build Firm will have ten days to produce the required insurance certificates, including a certified endorsement naming MBMI as an additional insured. Do not purchase any additional insurance until such time the bid has been awarded.

Provide a copy of current business license or other applicable licenses.

- 30.1 Type of organization or company structure.
- 30.2 Number of years the firm has been in business.
- 30.3 Location of principal office that will be responsible for the implementation of this contract.
- 30.4 The individual or official of this firm who has the power to bind the firm Contractually must sign the submittal. The submittal preparation and Associated direct costs are the sole responsibility of the Proposed and will Not be reimbursed by MBMI.

### 31. Pre-submittal Expense

Pre-contractual expenses are defined as any expenses incurred by the Respondent in: (1) preparing its response to this RFP; (2) submitting that response to the MBMI; (3) negotiating with the MBMI any matter related to this RFP, including a possible agreement; or (4) engaging in any other activity prior to the effective date of contract award and subsequent notice to proceed, if any, resulting from this RFP. The MBMI shall not, under any circumstance, be liable for any pre-contractual expenses incurred by Respondent, and Respondent shall not include any such expenses as part of their responses.

### 32. Environmental Compliance

- 32.1. Work with Morongo Environmental to identify permit timeline and site



preparation/clearance requirements. US EPA and the Morongo Environmental will permit and conduct compliance inspections of the facility during construction and operation.

32.2. The project will be subject to federal and tribal environmental regulations including the Resources Conservation and Recovery Act, Clean Water Act, and Clean Air Act regulations.

32.2.1. All ground disturbance will require a National Pollutant Discharge Elimination System (NPDES) permit including SWPPP.

### 33. Applicable Codes, Policies, and Standards

33.1. All building plans and supporting documentation shall comply with all current California Building Codes, Riverside County Ordinance 457, and California Title 24 regulations in effect at the time of building plan submittal.

33.2. MBMI Water Construction Standards, MBMI Fire Hydrant Use Policy, EPA Sanitary Sewer Overflows Standard, and other resources on the MBMI Water Department's webpage, located at <https://morongonation.org/water-conservation-resources>. Please request if unable to locate.

33.3. Fire Flow requirements shall be provided by Willdan Group during design consistent with MBMI standards. Morongo Fire Department will periodically inspect for any life-safety hazards and fire code compliance.

33.4. The Project must be designed and operated in compliance with federal and Tribal environmental codes and regulations. The Morongo Construction Services Department and Morongo Environmental will routinely inspect site operations and enforce tribal codes and regulations.

### 34. Project Safety

The Project must be designed to promote the safety of personnel and to prevent property damage to buildings, roads, pedestrians, all business, and customer/personal property. Extreme weather considerations must be considered, such as high wind conditions and possible flash flooding. All applicable seismic safety regulations must be incorporated.

### 35. Business Enterprises

MBMI has a proactive tribally and minority owned vendor program and encourages its consultants, vendors, and contractors to make a good faith effort to hire minority subcontractors whenever possible.

## RFP RESPONSE AND CONTENT

### 36. Presentation

No response shall receive consideration by the MBMI unless made in accordance with the instructions detailed herein. The proposal must be in black ink and typewritten. No pencil figures or erasures permitted.

Mistakes may be crossed out and corrections inserted adjacent thereto and must be initialed in ink by person signing proposal. No oral, telegraphic, facsimile, or telephonic modifications will be accepted. Responses shall be submitted in 8 ½" X 11" sizes. Responses should be typed in no less than size 11 fonts and should not include any unnecessarily elaborate or promotional material. Lengthy narrative is discouraged; presentations should be brief and concise. The response should not exceed **Thirty** single side pages in length, excluding the executive summary letter, table of contents, divider tabs, and the required appendix. The form, content, and sequence of the response should follow the outline presented below.

### 37. Response Content

The following format has been prepared as the guide for the development of the submittal in response to this RFP. 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 Design- Build Firm in all discussions and/or interviews.

#### 37.1. Executive Summary (Limit 2 Pages)

The executive summary shall be addressed to Mr. Daniel McPherson, Construction Services Director, and should introduce the firm or individual and must be signed by an authorized officer of the firm or organization or by the individual that binds the terms of the response. The executive summary must contain the following:

- 37.1.1. Legal name of firm.
- 37.1.2. Address
- 37.1.3. Telephone and fax
- 37.1.4. State whether the firm is local, national, or international.
- 37.1.5. Website URL (if applicable)
- 37.1.6. Type of firm (individual, corporation, etc.).
- 37.1.7. Provide a brief description of your firm and number of years in Business.
- 37.1.8. Number of employees located in Southern California counties (Riverside, San Diego, Orange, Los Angeles, San Bernardino, etc.).
- 37.1.9. Number of employees (licensed professionals, technical support, etc.).
- 37.1.10. Date firm was established.
- 37.1.11. State of California business license number.
- 37.1.12. Tax Identification Number.
- 37.1.13. Current license information, including number and expiration date (if applicable). All licenses must be issued from California.
- 37.1.14. Number of current projects and current workload.
- 37.1.15. Address, telephone, and e-mail address of the person and Office that will be primarily responsible for providing for this proposal.

#### 37.2. Table of Contents (Limit 1 Page)

- 37.2.1. Table of contents is to be included in the response and is to be no more than one page.
- 37.2.2. Each section of the table of contents shall be properly labeled by section name and number.

37.3. Proposed Staffing and Project Organization (Limit: 5 Pages)

In this section, the Design- Build Firm are to discuss the key personnel and manager of the Design- Build Firm who would be assigned to work on the MBMI.

- 37.3.1. The Design- Build Firm and key personnel must have no less than ten years' actual design experience in the services to be provided. Identify person or persons that will be principally responsible for working with the MBMI. Include a short resume for each designated individual. Indicate their role, responsibility and number of years employed by firm. Specifically discuss the team's background, experience, or training in executing the scope of work, like the size and complexity specified herein (resumes to be added to the appendix section of your submission).
- 37.3.2. Provide a synopsis of the firm's organizational structure and vision. Include an organizational chart.
- 37.3.3. Identify all proposed sub-consultants for the projects and provide a summary of their qualifications. Note: All licenses must be current and issued in the state of California.

37.4. Approach to Project Scope (Limit 10 Pages)

In this section, Design- Build Firm is to provide a detailed summary of Design- Build Firm's overall approach to the project scope and overall Project management including:

- 37.4.1. Proposed method and technical approach to each phase and Approach to on-site construction supervision.
- 37.4.2. Understanding of project scope of work and defined responsibilities.
- 37.4.3. Acknowledgement of project timeline, cost control, quality assurance, documentation process, construction bid and award administration and any other factors that may impact the project.
- 37.4.4. Explanation of the ability to coordinate and communicate with diverse groups of individuals and end-users.
- 37.4.5. Discuss your ability to adhere to project schedules indicating critical dates based on the information provided by MBMI and demonstrate Design- Build Firm capacity to complete the project by the projected deadline. Such schedule should detail the number of person hours needed to complete a task and proposed team member(s) responsible for completing that task.
- 37.4.6. Discuss any potential challenges in successfully completing the scope of work.

37.5. Related Project Experience/References (Limit: 10 Pages)

37.5.1. Identify three Public Commercial Buildings projects completed by the Design-Build Firm in the last ten years either as an architect, engineer, designer, contractor, or a combination of these. Please include information and show for each project.

- Name of Project.
- Complete client information.
- Design- Build Firm's role.
- Images of exterior, interior, and details most relevant to this project.
- Location and program description, including gross square feet and height, of systems including structural; mechanical, electrical, and plumbing (MEP); special features and special elements.
- Sustainable building strategies employed (e.g., solar, recycled materials, no Volatile Organic Compounds [VOCs]).
- Budget: original budget, budget changes, and final cost.
- Schedule: design start and completion, and construction start and completion.
- Project role: lead designer, engineer, etc.

37.6. Schedule of Rates (Limit: 2 Pages)

In this section, Proposer(s) are to provide a Schedule of Rates ("SOR") for all proposed staffing positions. Design- Build Firms are to also list the SOR for all proposed sub-consultants by discipline.

37.7. Rational for Selection (Limit: 1 Page)

Design- Build Firms should describe in a narrative form, why the MBMI should consider their team to be short-listed. Provide additional information you feel relevant to your consideration.

MBMI is committed to delivering outstanding quality to its members and community. Since vendors who provide services and/or material to MBMI are indirectly serving the same customers, it is important for MBMI to expect vendors to share the same commitment to quality including price, delivery, and product quality, as well as timely response and service quality.

Therefore, prepare a statement of your "quality commitment" to accompany your bid. The statement should address the following five items regarding services and/or material provided to MBMI for your quoted price:

37.7.1. ON-TIME DELIVERY: a commitment to delivering material and services on or before the promised time.

37.7.2. TIMELY RESPONSE: a commitment to consistent, timely response to all service requests.

37.7.3. QUALITY AS SPECIFIED: a commitment to provide products and/or service that meets or exceeds the specification at your quoted price.

37.7.4. QUALITY CONTROL: a commitment to use methods or procedures to assure quality control of service, material, and invoicing.

37.7.5. CUSTOMER SATISFACTION: a commitment to resolve customer concerns regarding the quality of service or material supplied.

## DOCUMENTATION OF FINANCIAL RESPONSIBILITY

### 38. Fiscal Stability

Design- Build Firm should provide evidence of the firm's corporate stability including:

- 38.1 A current report from any commercial credit rating service such as Dunn and Bradstreet or Experian; or
- 38.2 A letter from a financial institution stating a current line of credit; and the Latest audited financial statement and/or annual report that have been Certified by a Certified Public Accountant.

**This information will remain confidential and is not subject to public disclosure.**

### 39. Insurance (Limit: 1 Page – Not including supporting documentation)

Firm(s) are to provide a letter from insurance company indicating ability to provide insurance. Insurance requirements include the following:

- 39.1 Proposer shall always, during the term of this Agreement, carry, maintain, and keep in full force and effect, a policy, or policies of Comprehensive General Liability Insurance, with minimum limits of \$1,000,000 each occurrence, combined single limit, against any personal injury, death, loss, or damage resulting from the wrongful or negligent acts by the Proposer. Said policy or policies shall be issued by an insurer rated in A.M. Best's Insurance Guide with a rating of at least A-.
- 39.2 Proposers shall further provide workers' compensation at statutory limits, and employer's liability with minimum limits of \$1,000,000.
- 39.3 Proposer shall also provide comprehensive auto liability insurance covering personal injury and property damage in the amount of a combined single limit of \$1,000,000 covering "Any Auto" utilized by Proposer in performing its services hereunder.
- 39.4 Proposer agrees to maintain, in full force and effect during the performance Of work under this Agreement, Professional Liability (Errors and Omissions) Insurance in the amount of \$1,000,000. Further, is such insurance is on a claim made basis, Proposer agrees to maintain in full force and affect such insurance for one year after the performance of work under this Agreement, including warranty periods, is completed.
- 39.5 The insurance provided by Proposer shall be primary to any coverage Available to MBMI. The insurance policies (other than Workers' Compensation) shall include provisions for waiver of subrogation.
- 39.6 Sub-consultant insurance Requirements. Unless otherwise approved by the MBMI, the firm's sub-consultant, engineers, experts, and other consultants shall comply with every insurance requirement of this section.

## COST PROPOSAL

### 40. Cost Proposal (Limit: 2 Pages)

Every cost proposal must fully describe all costs and charges to MBMI for completion of the project. Responding firms must provide fully inclusive blended rates which are inclusive of all work or the project-related or supported expenses. Responding firms must guarantee their price for 90 days.

Design- Build Firm must itemize the pre-construction services separate from construction services. Design-Build Firm may also include additional documents to further illustrate the proposed costs.

All reimbursables must be approved by MBMI prior to invoicing. Travel, reproduction, and other office expenses shall be included in the cost proposal.

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 Firm or Vendor.

## MISCELLANEOUS INFORMATION

### 41. Appendices – Add Option (Limit: None)

Include all appendices as necessary to fulfill the requirements of this RFP.

- 41.1. Firm brochures/history/background, reprints, etc.
- 41.2. Key staff member's resumes.

## GENERAL PROVISIONS

By responding to this RFP, firms and individuals are preemptively agreeing to some terms of a future contract if they become the Design- Build Firm. The following clauses are standard for all MBMI Service Agreements. All references in the following to “the Tribe” are references to MBMI:

### 42. 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 to this RFP.

### 43. Proposal Withdrawal

The Proposer may withdraw their proposal at any time prior to the specified time for receipt of RFP by delivering a written request signed by an authorized officer of the Proposer's organization to the attention of Mr. Daniel McPherson, **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 RFP. 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.**

#### **44. 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.

#### **45. Independent Design- Build Firm**

Design- Build Firm shall always remain an independent contractor and not an employee of the Tribe.

- 45.1. Design- Build Firm shall not have and shall not represent to any third party that Design- Build Firm has the authority to bind the Tribe in connection with any matter for which Design- Build Firm provides services to the Tribe.
- 45.2. The Tribe may direct Design- Build Firm with respect to what work is to be done, and in what order, and the Tribe may provide Design- Build Firm with completion dates for certain projects within the scope of work to be performed by Design- Build Firm. The Tribe shall not be responsible for and may not direct the means whereby Design- Build Firm performs the work, or otherwise interfere with Design- Build Firm's day-to-day performance or the specific methods, tools, techniques, or procedures used by Design- Build Firm to perform services.

#### **46. Conflict of Interest**

Design- Build Firm shall take reasonable steps to avoid any conflict of interest between Design- Build Firm's performance of services for MBMI and Design- Build Firm's performance of services for any other client of Design- Build Firm. In the event Design- Build Firm becomes aware of any such conflict of interest or the potential for such a conflict of interest, Design- Build Firm shall notify the Tribe immediately and explain the nature of the circumstances that have resulted, or that may result, in the existence of adverse, hostile, or incompatible positions between the Tribe and any other client of Design- Build Firm.

#### **47. Ownership of Work**

All work products including, but not limited to, reports, maps, compilations of data, diagrams, plans, specifications, statistics, photos, digital record, and supporting records and/or drawings, produced, compiled, or prepared by Design- Build Firm, or any employee(s) or agent(s) of Design- Build Firm, during performance of services for MBMI, and all rights thereto, shall belong to the Tribe, and each such item of work product shall be deemed to be a work made for hire. Notwithstanding the foregoing, Design- Build Firm shall be deemed to have an unpaid, non-exclusive license to use such work product for the purpose of performing services for MBMI.

#### **48. Warranty**

Design- Build Firm represents and warrants that all services performed by Design- Build Firm shall be performed in accordance with any applicable standards and in any event no less professionally and no less competently than services of a similar nature provided by a competent professional experienced in the area(s) and field(s) in which Design- Build Firm performs services.



## 49. Termination

- 49.1. Termination for Convenience. Notwithstanding any other provision of any contract, the Tribe may terminate the construction contract at any time upon thirty days' written notice, and Design- Build Firm may terminate the construction contract at any time upon sixty days' written notice. In the event either party terminates for convenience, the Tribe agrees to pay, within thirty days of termination, for all reasonable services performed by Design-Build Firm up to the date of termination.
- 49.2. Termination for Breach. Either party may terminate the construction contract upon ten days' written notice in the event of a breach by the other party that is not cured within that ten-day period.
- 49.3. Effect of Termination on Claims. Any termination of any agreement shall be without prejudice to any claim that either party may have against the other.

## 50. Compliance with Laws and Regulations

When performing services for MBMI, Design- Build Firm shall at all times comply with all applicable tribal, federal, state, and local laws, regulations, ordinances, codes, and standards.

## 51. Indemnification

Design- Build Firm agrees to indemnify, defend, and hold the Tribe, and its employees, volunteers, and agents, harmless to the extent allowed by law against any and all loss, injury, claims, damage, or liability (including reasonable attorney fees, expenses, and costs) caused by, arising out of, or in any way connected with, activities or services performed for MBMI.

- 51.1. Both parties agree to give the other immediate notice of any claim, action, or suit in any way connected to the Project.
- 51.2. Both parties agree to maintain adequate insurance coverage during the Project.

## 52. Confidentiality

Design- Build Firm agrees and acknowledges that a Non-Disclosure Agreement will be incorporated as part of any Design- Build Firm Agreement.

## 53. Miscellaneous Terms

- 53.1. 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.
- 53.2. 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>.



**Exhibit A - Receipt of Request for Proposal (RFP) and Addenda**

Upon return of the completed RFP for Hadley Fruit Orchard Patio Remodel, the Design- Build Firm shall acknowledge receipt of the RFP, all supporting documents, and all addenda. Failure to acknowledge all issued documentation may be grounds for deeming the proposer non-responsive.

Please list each document received and initial where indicated.

		Initial
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 (Design- Build Firm), certify that I have received all documents listed above.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Title

Exhibit B- Exterior Patio Pictures



