

S & K GAMING, LLC

**REQUEST FOR PROPOSALS FOR
HVAC DEMOLITION AND INSTALLATION
KWATAQNUK RESORT CASINO**

FEBRUARY 2020

**REQUEST FOR PROPOSALS FOR
HVAC DEMOLITION AND INSTALLATION KWATAQNUK RESORT CASINO**

S&K Gaming, LLC (SKG), requires the services of a competent Heating, Ventilation, and Air Conditioning (HVAC) company, normally engaged in this profession and duly registered as a Contractor in the State of Montana, to provide HVAC services, specifically for the following Project:

**Demolition and Installation of a HVAC
system to service casino at Kwataqnuk
Resort Casino 49708 US Hwy 93, Polson,
Montana 59860**

It is SKG's desire to engage a qualified company to work with Salois engineering of Polson, Montana, the lead engineer on the project, for the performance of this project.

Time is of the essence. The current expectation is that the project will be fully completed and commissioned by May 22, 2020.

It is the intent of SKG to make a single award for these services specific to the demolition and installation of a HVAC system.

The entire context of this RFP is available at Kwataqnuk Resort Casino's website www.kwataqnuk.com under the contact tab.

Three (3) hard copies and one (1) USB Flash Drive **OR** a PDF response emailed of your response to this RFP must be received no later than **Friday March 6, 2020, 5:00 pm MST** at:

S&K Gaming, LLC
Attn: Bryon Miller, CEO
bmiller@csktgaming.com
PO Box 969
Polson, MT 59860

Due: March 6, 2020 @ 5:00 PM MST

Late submittals will not be accepted.

ALL QUESTIONS AND CONTACTS REGARDING THIS RFP MUST BE SUBMITTED IN WRITING (email is acceptable) TO:

Bryon Miller, CEO
PO Box 969
Polson, MT 59860
Email: bmiller@csktgaming.com

The costs for developing and delivering responses to this RFP and any subsequent presentations of the proposal as requested by SKG are entirely the responsibility of the proposer. SKG is not liable for any expense incurred by the proposer in the preparation and presentation of their proposal or any other costs incurred by the proposer prior to the execution of a contract. All materials submitted become the property of SKG. It is the proposer's responsibility to verify further additional and subsequently published information on the company website, www.kwatagnuk.com in the form of addenda or other publications pertinent to this submittal, if applicable.

GENERAL REQUIREMENTS FOR CONTRACTORS:

SCOPE OF SERVICES

Each contractor invited to respond to this RFP shall propose a maximum fee for the following services.

1. Project pricing based on drawings from Salois Engineering dated 02/11/2020
2. Review of all designs for constructability;
3. Coordination and gathering of input from subcontractors regarding constructability;
4. Provide information, estimates, schemes, and participate in decisions regarding construction materials, methods, systems, phasing, sustainability and costs to assist in determinations which are aimed at providing the highest quality products, using the most sustainable construction materials and practices, within the budget and schedule;
5. Review in-progress design and construction documents and provide input and advice on construction feasibility, alternative materials, costs, and availability;
6. Provide input to SKG and the design team regarding the construction market bidding climate, the status of key subcontract markets, and other relevant economic conditions;
7. Recommend and actively source labor and material resources necessary to complete the project construction;
8. Provide input to SKG and the design team regarding long lead time materials and equipment, impact on the construction schedule and strategies for mitigating the impact;
9. Obtain bids per trade for SKG's/Salois Engineering's review.
10. Comply with all applicable Confederated Salish and Kootenai Tribes Indian Preference laws and regulations.

SELECTION PROCEDURE:

SKG intends to evaluate and award a contract for the project without conducting discussions. However, SKG reserves the right to conduct discussions if determined by SKG to be in the best interest of SKG at any time leading up to contract award. As such, the contractor is encouraged to provide their best possible pricing initially as final proposal revisions may not be requested.

The contractor shall submit a cover letter and statement of interest and all required information by the response date of this RFP. All information will be evaluated and rated in a manner that best serves the interests of SKG. Past Performance, Critical Personnel, and Equipment, Scheduling and Pricing are all of significant importance.

COMPLIANCE WITH LAWS

The Contractor must, in performance of work under this contract, fully comply with all applicable

federal, state, tribal or local laws, rules, and regulations. Any subletting or subcontracting by the Contractor subjects Subcontractors to the same provisions. In accordance with section 49-3-207, MCA, the Contractor agrees that the hiring of persons to perform the contract will be made on the basis of merit and qualifications and there will be no discrimination based upon race, color, religion, creed, political ideas, sex, age, marital status, physical or mental disability, or national origin by the persons performing under the contract.

INSURANCE - WORK ON A SKG FACILITY

The Contractor shall, at its own expense, provide and maintain during the entire performance of this contract, at least the kinds and minimum amounts of insurance required in the Schedule or elsewhere in the contract.

Before commencing work under this contract, the Contractor shall notify SKG in writing that the required insurance has been obtained. The Contractor shall insert the substance of this clause, including this paragraph, in Subcontracts under this contract that require work on an SKG installation and shall require subcontractors to provide and maintain the insurance required in the Schedule or elsewhere in the contract. The Contractor shall maintain a copy of all subcontractors' proofs of required insurance, and shall make copies available to SKG upon request.

Contractor shall carry the following insurance and shall provide SKG with certificates verifying coverage for the following:

A. **Insurance Carrier:** Must be rated at least "A-" by A.M. Best Company or acceptable State Fund for Workers Compensation.

B. **Workers Compensation:** Copy of Contractors Exemption, if applicable and proof of Workers Compensation Insurance. SKG may withhold a percentage to cover costs if proof of coverage is not provided.

Workers Compensation-	Statutory
Employers Liability Limits-	\$1,000,000 Each Accident
	\$1,000,000 Disease- Policy Limit
	\$1,000,000 Disease- Each Employee

C. **Commercial General Liability Insurance:** Including Premise & Operations, Personal & Advertising Injury, Blanket Contractual (no restrictive endorsements such as CG 2139, CG 2426, CG 2294) and Products & Completed Operations.

Limits:	\$1,000,000 Each Occurrence
	\$2,000,000 Products/Completed Operations
Aggregate	\$2,000,000 General Aggregate

SKG shall be named as a **Primary Additional Insured**. The policy will provide an endorsement to provide coverage for SKG as an additional insured including **Completed Operations Liability**. The use of the ISO CG 3287 and CG 3290 or its equivalent is acceptable. If the **additional insured endorsement** does not accompany the certificate of insurance, the certificate of insurance must list the form numbers/edition dates for the Additional Insured Endorsement being used and the actual endorsement must be mailed when received. The Additional Insured Endorsement including Products and Completed Operations is required to be maintained for 2 Years upon completion of the project.

Waiver of Subrogation in favor of SKG. Per Project Aggregate Endorsement required.

D. **Automobile Liability:**

Limits:	Owned Autos	\$1,000,000 Each Accident
	Hired/Non-Owned Autos	\$1,000,000 Each Accident

E. Umbrella/Excess Liability:

Limits: \$1,000,000 Each Occurrence

F. SKG & Contractors Protective Liability (OCP):

Limits: \$1,500,000 Each Occurrence

\$3,000,000 Aggregate

Policy will be in the name of SKG

G. Contractor Tools/Equipment: All tools leased, borrowed or owned by the Contractor/Subcontractor will be their responsibility.

H. Cancellation/Non-Renewal Notice: Minimum of 45 days on Certificate of Insurance.

Builders Risk Insurance will be provided by SKG.

INSTRUCTIONS TO PROPOSERS

Proposals must:

1. Provide project pricing based on Salois Engineering drawings dated 02/11/2020.
2. Be signed by an officer or principal of your company.
3. Be contained in a document not to exceed 20 pages total (single or double-sided printing is acceptable) including whatever pictures, charts, graphs, tables, and text the firm deems appropriate to be part of the review of the firm's qualifications. Sections are to be tabbed and all pages numbered sequentially. A separate transmittal letter, cover page, cover sheets, sample schedules, and dividers are exempted from the page limit (schedules can be 11x17 inches tri-folded into the document). The page size is limited to 8-1/2 x 11 inches, with basic text information reasonably legible.
4. Include a proposed project schedule, and which does not count toward the page limit.
5. Include a cover letter and statement of interest addressed to the selection committee specifically addressing the project described within this RFP, and which does not count toward the page limit.

END OF THIS REQUEST FOR PROPOSAL -