

CAHUILLA BAND OF INDIANS



REQUEST FOR PROPOSAL FOR

CONSULTATING SERVICES

Owner's Representative Project Management

~~(SEALED BIDS DUE BY 3 PM PST ON JANUARY 22, 2025)~~

(Extended 2 weeks with new Disclaimer: SEALED BIDS due by 3 pm PST on February 11, 2025)

Prepared By:

Cahuilla Band of Indians

52703 CA Highway 371

Anza, CA 92539

Table of Contents

The Cahuilla Band of Indians - Brief Overview	3
Scope of Work Purpose	4
Sealed Bid Requirements	10
Evaluation Criteria.....	13
Non-Disclosure Agreement.....	17
Conflict of Interest (COI)	19

THE CAHUILLA BAND OF INDIANS - BRIEF OVERVIEW

The Cahuilla Band of Indians (CBOI) is a federally recognized tribe that was established by Executive Order on December 27, 1875, but have inhabited the area since time immemorial. The entire reservation is held in trust by the United States Government and consists of 18,884.26 acres. Cahuilla is approximately 525 members strong with approximately 55 residences on the Reservation.

The Cahuilla Tribal Government is organized democratically and operates in accordance with the customs and traditions of the Cahuilla people. The Cahuilla Tribal Government is comprised of the General Council, Tribal Council, and various Boards, Commissions, Corporations, and Committees. The Tribal Government's primary decision-making authority is the General Council which is comprised of recognized tribal members 21 years of age and older.

The five-member elected Tribal Council serves four-year staggered terms that embrace the legal authority and responsibility to protect and promote the welfare of Tribal Members and exercise jurisdiction of reservation lands. Cahuilla's various Boards, Commissions, Corporations, and Committees' role is to carry out specific governmental, economic, and community functions of the Tribe. The Tribal Government works collaboratively to promote the sovereignty and well-being of the Cahuilla Band of Indians.

The Cahuilla Indian Reservation is in a rural, Southern California area of Riverside County, adjacent to the township of Anza, CA. The Reservation is approximately 25 miles east of Temecula and 35 miles west of Coachella Valley. The Reservation is comprised of rolling hills, large boulders, and pasture lands, a true chaparral ecosystem.

This rich heritage and organizational structure underscore the Tribe's dedication to promoting health and healing, diversifying our economy, emphasizing sustainable practices, and perpetuating our culture through strong governance, setting the foundation for the proposed Water project.

The CBOI – Public Works Department

The CBOI Public Works Department hereinafter referred to as the "PW", is a department of the Cahuilla Band of Indians. The provides various services to the tribal members within the boundaries of Cahuilla lands. These services include various aspects of Facilities Management, Construction/Maintenance Roads, infrastructure, administration support for maintenance/repairs, and work order request from membership. PW has a blended funding foundation both Federal, State, Tribal Nation resources dedicated to specific aspects of project scope of work or services.

Purpose for PW Consulting Services

This project, hereto known as the **PW – Owner’s Representative Project Management** under Consulting Services. PW is requesting proposals for the Owner Representative Project Management for critical large-scale projects under award for implementation. These funding sources will be provided for each project with a range of minimum and maximum range.

The purpose of this RFP is to contract a professional consultant capable of fostering, promoting and effectively sustain Cahuilla Owner’s Representative Project Management approach required for defined projects listed.

The Tribal Administration of the Cahuilla Band of Indians – Public works has diverse projects and funding sources. The Department has experienced capacity reduction issues with recent departures of critical positions.

SCOPE OF WORK PURPOSE

The Cahuilla Band of Indians (“Cahuilla,” or “Owner,” or “Tribe”) is issuing this Request for Proposal (“RFP”) to seek proposals from qualified individuals or firms to provide development of a website and application to meet the milestone objectives of the Public Work’s grant projects, during the period of January 2025 to December 31, 2025/26 (Period Grant/Project), including but not limited to 1) Establish tentative Calendar for Owner’s Representative Engagement and facility of events, 2) Provide Project management of critical large scale grants with diverse funding sources, 3) Provide PM deliverables within project’s scope of work, 4) Provide individualized Project Management Reports, alignment of project schedule and benchmark status updates due monthly & Quarterly, and 5) Provide Project and Grant Report Close Out, 6) Provide any project with a (8-12) week Transition Plan back “hand back” with build-in communication meetings, training, and shared knowledge, 7) Coordination through PW for presentation updates with TA-TC Action Items, and TC- membership schedule.

The bid range authorized for consideration with minimum limit of \$155,000.00 with a maximum of \$190,000.00. All the ranges are defined in each specific project.

**Disclaimer: Amendment Disclaimer: RFP Award may result in adverse reduction due to the current Presential Executive Orders, Funding Agencies' actions, and Office of Management and Budget: Temporary pause of Agency Grant, Loan, and Other Financial Assistance Programs (M-25-13).*

I. PURPOSE

To ensure successful transitions with Owners Representative Project Management for defined program/projects. The Public Works Department of the Cahuilla Band of Indians seeks a company knowledgeable of Cahuilla with qualified experienced Owner's Representative (Owner's Rep) Project Management to provide engagement and project management services for grant-funded projects, ensuring successful completion and alignment with the Project goals and deliverables and regulatory requirements. CBOI also wants to ensure qualified Company has experience with diverse federal, state, tribal nations funding agencies: California Clean Mobility Options Voucher Pilot Program (CMO), Department of Energy – Tribal GRID, Federal Emergency Management Agency (FEMA).

The selected Company will act as the Owner's Representative Project Management adhering to Project Scope of Work to manage the development, execution, and closure or return/hand off multiple projects, including the 1) Clean Mobility Options (CMO), 2) FEMA Hazard Mitigation, 3) DOE Grid Resiliency, and 4) TNGF Sports Complex Design, 5) TNGF Sports Complex. Services will vary with each grant project including but not limited to oversight of project, owner's representative engagement, construction, compliance, status reports, grant reporting and collaboration effort with CBOI-PW, TA, and Tribal Council.

II. SCOPE OF SERVICES

To achieve this objective, the Cahuilla Band of Indians (CBOI) believes that the following key steps are necessary to produce a final product that illustrates integrity, transparency, and professionalism. To ensure the PW meets these objectives, we are seeking assistance from a qualified consultant with the ability to:

The Owner's Representative Project Management requirements will perform the following services:

- 1. Clean Mobility Options Project Management** limit minimum \$45,000. – not to exceed maximum \$60,000. sourced Project MP20W1A-33.

The Cahuilla Clean Mobility Options Program consists of developing a shuttle bus program for the local Cahuilla, Anza, and Lake Riverside Community. This is a five-year program. Over the next year, it is still a project where the infrastructure and program are to be developed.

a. Shall provide the following key deliverables:

- 1) Collaborate PM Schedule Meeting in advance with payment schedule with PW and Planning of oversight and ensure milestones with payment schedule and deliverables are met within Project Scope of work, including engagement with Utility Company and mapping efforts.

- 2) Carport Built with Solar Panels that can accommodate the Shuttle Bus/ vehicle.
- 3) Charger(s) installed may require with any ground break (hole) of CBOI cultural monitoring involvement cost at \$75 per hour.
- 4) Coordination schedule with PW and Planning utility Mapping.
- 5) Major milestones and payment schedule.
- 6) Shuttle Bus/ vehicle selection approval by Tribal Council and CBOI procurement compliance.
- 7) Draft job descriptions for capacity needs. Collaborative Planning meetings to write outlined options (project management model template) to align within Administration for TC approval.
- 8) Complete monthly project status reports for PW Department.
- 9) Completely quarterly and necessary reports for Grant Agency-CARB.

2. FEMA Hazard Mitigation Project Management not to exceed a maximum of \$35,000. From CBOI Fund (0120) and (0850).

The FEMA Hazard Mitigation Project encompasses construction activities around the Cahuilla Tribal Administration Complex to mitigate flooding.

a. Shall provide the following key deliverables:

1. Draft Request for Proposal (RFP) for construction activities for CBOI Procurement Policies.
2. Collaborate PM Schedule Meeting in advance with payment schedule with PW and Planning of oversight and ensure milestones with payment schedule and deliverables are met within Project Scope of work, including engagement with Utility Company and mapping efforts.
3. Any with ground break disturbance requires cultural monitoring involvement and cost at \$75 per hour.
4. Monitor Progress to ensure compliance with FEMA guidelines.
5. Complete PM Schedule with estimated construction activities.
6. Provide PM Schedule Meeting with PW Director and Planning for collaboration and communication efforts impacting areas.
7. Major milestones and payment schedule.
8. Complete monthly project status reports for PW Department.

9. Completely quarterly and necessary reports for Grant Agency-CARB.
10. Submit Grant Closeout Report.

3. DOE Grid Resiliency Project Management limits minimum \$15,000. - maximum \$25,000. sourced DE-GD00099.

The DOE Grid Resiliency has one project identified which encompasses installing backup batteries to the Tribal Administration, CCVAP, Public Works Department, and the Cahuilla Ballfield Pumphouse. It entails working with the local utility to complete this project. Any money left over from the initial 3 years of funding will be recaptured for CBOI Administration control for reallocation to support another project and will not be a part of this scope.

a. Shall provide the following key deliverables:

1. Work with local Utility to size and source appropriate backup batteries based on each individual site needs.
2. Collaborate PM Schedule Meeting in advance with payment schedule with PW and Planning of oversight and ensure milestones with payment schedule and deliverables are met within Project Scope of work, including engagement with Utility Company and mapping efforts.
3. Document Procurement records and provide to PW Under CBOI Procurement Policy.
4. Install batteries to Tribal Administration, CCVAP, Fire/EOC, Public Works, and Ballfield Pumphouse.
5. Any with ground break disturbance requires cultural monitoring involvement and cost at \$75 per hour.
6. Coordinate with local utility to provide sensors and devices to protect local grid with PW and Planning present.
7. Any with ground break disturbance requires cultural monitoring involvement and cost at \$75 per hour.
8. Any with ground break disturbance requires cultural monitoring involvement and cost at \$75 per hour.
9. Coordination with Planning and PW Director for site utility mapping.
10. Provide 8-to-12-week Transition Plan returning Project back to CBOI and reconciliation of account efforts to identify remaining funds in project.
11. Major milestones and payment schedule.

12. Complete monthly project status reports for PW Department.

13. Completely quarterly and necessary reports for Grant Agency-DOE.

4. TNGF Sports Complex Design Finalization not to exceed maximum \$20,000. Source TNGF Fund 0641.

The TNGF Sports Complex Design is a project that involves working with a designer to develop conceptual design concepts for Cahuilla's vision of their Sports Complex. It involves working with the designer and the Tribe to ensure the design aligns with the Tribe's vision.

a. Shall provide the following key deliverables:

1. Work with Designer to finalize sports complex design and PW Department for TA-TC Action Item for final approval and presentation.
2. Collaborate PM Schedule Meeting in advance with payment schedule with PW and Planning of oversight and ensure milestones with payment schedule and deliverables are met within Project Scope of work, including engagement with Utility Company and mapping efforts.
3. Coordinate with the PW, TA-TC Action for host necessary community engagement workshops to ensure Sports Complex Design aligns with Tribes Vision.
4. Complete monthly project status reports for PW Department.
5. Major milestones and payment schedule.
6. Provide 8 to 12-week Transition Plan returning Project to CBOI and reconciliation of account efforts to identify remaining funds in project.
7. Completely quarterly and necessary reports for Grant Agency-TNGF.
8. Provide master plans, engineering plans within final summary of finding report.
9. Complete and submit Grant Closeout Report.

5. TNGF Road Repair Project Management with minimum of \$50,000. - maximum \$60,000. sourced from Administration TNGF Capacity Grant.

The TNGF Road Repair Project encompasses using funds to repair and enhance as much of Cienega Truck Trail ethically and responsibly ensuring the work will not deteriorate as it has previously.

a. Shall provide the following key deliverables:

1. Draft RFP for the TNGF Road Repair Project under CBOI Procurement Policy requirements.
2. Collaborate PM Schedule Meeting in advance with payment schedule with PW and Planning of oversight and ensure milestones with payment schedule and deliverables are met within Project Scope of work, including engagement with Utility Company and mapping efforts.
3. Coordination PM Schedule Meeting with PW and Planning for tentative roads, confirm easement and mapping of infrastructure.
4. Serve as liaison between Tribe and contractors to ensure quality control.
5. Major milestones and payment schedule, including incorporation of PM Schedule advance.
6. Complete construction of Road Repair Project and recording of pictures of phases result to support project report.
7. Any with ground break disturbance requires cultural monitoring involvement and cost at \$75 per hour.
8. Complete monthly project status reports for PW Director and Tribal Administrator.
9. Completely monthly quarterly and necessary reports for Grant Agency-TNGF
10. Complete and submit Grant Closeout Report to Agency TNGR Road Repair, and update summary narrative for PM.

III. RFP for Owner's Representative Project Management Tentative Schedule Dates:

Out of respect to each Contractor's time completing the RFP response, the Tribe encourages respondents to be concise in its responses. The Tribe expects responses to be professional but is evaluating responses based on content quality rather than the quantity of the presentation. This philosophy runs true throughout the engagement. Here are the tentative dates for the Owner's Representative Project Management process:

- i. Posting RFP by January 11, 2025, in CBOI Lobby and membership notification systems. **Extended posting on 1/28/2025.**
- ii. Sealed RFP Bids Closing date: February 11, 2025, at 3 p.m.
- iii. Tribal Council Public Open Extended & Disclosure -Sealed bids on February 14, 2025.
- iv. Administration Team Score Completed by February 19, 2025.
- v. Recommendation for Award and Contract on February 21, 2025.

- vi. Sign Contract start date February 24-27, 2025, or within 5 days of award to provide necessary documentations.

AMENDED SEALED BID REQUEST REQUIREMENTS

IV. SUBMISSION INSTRUCTIONS

Company is responsible to ensure their Sealed Bids are received by CBOI designed Cahuilla Band of Indians – Finance Department- **Tribal Senior Accountant** by **February 11, 2025, by 3 p.m. at:**

Cahuilla Band of Indians

Attention: Tribal Senior Accountant

52701 HWY 371

Anza, CA 92539

1. Cover Letter

- a. Company full name, address, email address, phone number, point of contacts.
- b. Indicate the firm's interest and summarize its qualifications.
- c. Outline Federal Preferences & supporting verification: Native American or Women owned.
- d. Point of Contact and preferred methods.

2. Experience and Qualifications

- a. Company's experience, years in business, and past and current client references; technical expertise and professional competence in areas directly related to this RFP including number of years' experience performing similar work; demonstrated ability to manage and coordinate the Work; deliver quality products and services.
- b. Experience of community engagement experience with projects.
- c. Knowledge of the Cahuilla Community.
- d. Experience with funding agencies sources and reporting.

3. Proposed Staffing and Approach

- a. Technical expertise and professional competence in areas directly related to the work identified in the RFP; level of experience, knowledge of state and federal guidelines and requirements; possession of certifications and licenses required and level of training of key personnel assigned.
- b. CBOI is required to reference, P.L. AUG. 21, 2002, with the U.S. Department of Labor (DOL), for the Davis-Bacon Act provision stating the minimum wages be paid various classes of laborers and mechanics. (Procurement Manual, p. 13)

- c. Provide Pay Scale for DOL minimum prevailing wage scale and certified timesheet to document employee paid and informed of stipulation requirements.

4. Workplan and Schedule

- a. Depth of understanding of Cahuilla Band of Indian's needs and requirements; and understanding of the Scope of Work; proposer's methodology, deliverables/systems reflecting the ability to provide the requested work.
- b. Provide a proposed work plan (Project Management) schedule including proposed steps, timeframes, responsible personnel, costs categories, deliverables, methodology, and approach of Owner's Representative Project Management engagement.

5. Budget and Penalty Fees

- a. Submit a cost proposal, a proposed invoicing schedule (Major milestone and payment schedule), and a breakdown of anticipated costs per project phase.
- b. Provide certified payroll to meet verification requirements of DOL or CBOI Audit procedures.
- c. Each minimum for specific projects will automatically be applied if not included or defined; if there is any excess of maximum will be automatically disqualified.
- d. Any changes or proposed work order changes will result in a 15% penalty of proposed change cost. Requires preapproval and written authorization to proceed with modification amendment in contract as attachment.

6. Proposed Schedule for Invoicing

The CBOI Finance Manual suggests the following payment structure. However, we welcome alternative proposals that consultants believe offer better alignment with project goals and deliverables.

- i. Initial Start Payment advance can be authorized up to (25%) of project cost upon executed Contract and defined in the proposed Payment schedule.
- ii. Monthly Progress Payment Schedule Invoices-Submitted First Thursday of each month. Should include any advance payments schedule to include of construction activities.
- iii. For ongoing tasks such as program management and design, a monthly invoicing schedule could be established, detailing the work completed during the period and corresponding costs.
- iv. Invoice Review Period: Allow a standard review period for each invoice submission (e.g., 30 days), during which the Tribal PW Director and TA review and approve the invoice for payment.
- v. Invoices required to be sent to publicworks@cahuilla-nsn.gov which upon acceptance will then submit for CBOI internal processing.

7. **Business License** – Professional Licensing at federal level relevant and to the scope of work.
 8. **Current Proof of Insurance** – Carrying 100 percent of the contract price. Any sub-contracting work Proof of Insurance can transfer to awarded sub-contractors with advanced notice to CBOI PW Director and Finance Director to record.
 9. **Bonding Requirements -options below:** (CBOI Procurement Manual 1.6.2023, p. 3)
 - a. Bid Guarantee commitment by provide with seal bid submittable with a bid bond or certified check. Bid Guarantee commitment equivalent to 5% of the bid price for any construction or facility improvement contracts or subcontracts exceeding \$100,000.
 - b. Performance Bond on part of the Contractor for 100% of contract price. Execute in connection with a contract to secure fulfillment of all the contractor's obligations under such contract.
 - c. Payment Bond executed in connection with contract to assure payment is required by laws of all persons supplying labor and material in the execution of the work provided in the contract.
 10. **Current Proof of Debarment Statement** status with federal agencies (SAM.gov). Alternative maybe screen shot with W9 Organization signed.
 11. **CBOI non-disclosure form-** Required to execute CBOI Non-Disclosure.
 12. **Conflict of Interest Statement** – Required to execute CBOI Conflict of Interest Statement. The Contractor must provide a statement that indicates whether or not any individuals working on the contract as a possible conflict of interest (e.g., currently working with other clients who are either in a dispute or in litigation with the Tribe) and, if so, the nature of that conflict. The Tribe reserves the right to consider a proposal non-responsive and reject it or cancel the award, if any interest disclosed from any source could either give the appearance of a conflict or cause speculation as to the objectivity of the program to be developed by the Contractor. The Tribe has the final authority in determining any questions of a conflict of interest.

*The Contractor is required to use the attached as their Conflict-of-Interest Statement.
 13. **References or History of Performance “Resumes” of Core Team** – Provide a list of three clients/references for whom you have provided services like those requested in this RFP. Include in the submittal the name of the government/company, address, contact name, and phone number.
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V. EVALUATION CRITERIA

Proposals will be evaluated on the following criteria:

- **Qualifications and Experience** (30 points)
- **Proposed Project Approach** (25 points)
- **Work Plan** (30 points)
- **Price** (10 points)
- **Preference Native American or Woman Business** (5 points)

SELECTION CRITERIA

Maximum Points: 100

Proposals will be evaluated to determine which best meets the needs of the Tribe and capacity to meet scope of work for projects. Evaluation and selection will be based on the information submitted in the proposal. Proposals will be evaluated based on the respondent's specific plan to meet the objectives of the Public Works project goals.

All liability for costs incurred by any individual or firm in preparing their proposal, during the selection process, or otherwise incurred prior to the receipt of an executed contract will be borne by the individual or firm.

Further information may be required by the CBOI – PW for clarification purposes after the proposals are submitted. After meeting the mandatory requirements, the proposals will be evaluated on their functionality, support, and cost aspects. CBOI reserves the right to accept or reject any or all proposals, or any part of any proposal, and to waive any defect or technicality, and to advertise for new proposals on any basis and without disclosure of reason.

The failure to make such a disclosure shall not result in accrual of any right, claim, or cause of action by any unsuccessful bidder against the Tribe. The Tribe also reserves the right to award in whole or in part, by items, group of items, or by section where such action serves the Tribe's best interests. Complete and accurate responses to all items are necessary for fair evaluation of proposals. This RFP does not obligate the Tribe or any applicant until a contract is signed and approved by both parties.

VI. TERMS AND CONDITIONS

- The Cahuilla Band of Indians reserves the right to reject any or all proposals.
- The selected firm will adhere to confidentiality and indemnification requirements outlined in the agreement.
- All Owners Representative Project Management Projects will comply with Tribal, state,

and federal regulations including but not limited to CBOI Policies and Procedures for Procurement and Accounting Manual for the following:

- a. Any project management sub vendors will be required to provide CBOI is required to reference, P.L. AUG. 21, 2002, with the U.S. Department of Labor (DOL), for the Davis-Bacon Act provision stating the minimum wages be paid various classes of laborers and mechanics. (Procurement Manual, p. 13)
- b. Provide Pay Scale for DOL minimum prevailing wage scale, timesheet to document employee paid and informed of stipulation requirements.

- Cost of Preparation of Proposal and Contract

Responsibility: The proposing firm is responsible for all costs incurred during the preparation, submission, and negotiation of their proposal. This includes, but is not limited to, materials, labor, travel, and any presentation-related expenses.

- Flexible Scheduling Provision

Adaptability Requirement: The Cahuilla Band of Indians emphasizes the need for project schedules to accommodate funeral services, and anniversaries. The Consultant is expected to demonstrate flexibility in scheduling project activities to respect these significant occasions. Rescheduling Process: Activities impacted by such events may need to be rescheduled. The Consultant shall coordinate with the Cahuilla Public Works Department to identify alternative dates promptly. All schedule adjustments require formal documentation and approval by the Cahuilla Band of Indians.

- Cultural Monitoring Provision Collaboration with Cahuilla Cultural Department: For all ground disturbance activities associated with the project, the Consultant is required to coordinate closely with the Cahuilla Cultural Department. This collaboration ensures the protection and respect of culturally significant sites and artifacts within the project area.

Cultural Monitor Requirement: The Cahuilla Band of Indians mandates the presence of a cultural monitor, appointed by the Cahuilla Cultural Department, during any ground disturbance activities to oversee and ensure cultural preservation.

Monitoring Fee: The service of a cultural monitor is charged at a rate of \$75 per hour, with a minimum commitment of 6 hours per occurrence of ground disturbance activity. This cost shall be considered in the project budgeting and planning processes.

- Documentation and Approval: Prior to initiating ground disturbance activities, the Consultant must obtain approval from the Cahuilla Cultural Department, including the arrangement for a cultural monitor. All related activities and associated costs must be documented and included in project reports and financial records.
- Modification to Scope of Work
- Amendment Rights: The Cahuilla Band of Indians reserves the right to modify the project's

scope of work to align with available funding or to better meet the community's needs will not be penalized.

- **Change Order Process:** Any changes requiring additional services not originally outlined in this RFP/Q will be penalized 15% and require formally incorporated into the contract through amendments. All change orders must be approved in advance by the Cahuilla Band of Indians and will be documented accordingly.

- **Right to Reject Proposals**

Rejection and Waiver: The Tribe reserves the right to reject any or all proposals, waive minor irregularities, or solicit new proposals for the same project or a modified version thereof as deemed necessary.

- **Transparency:** Criteria for rejection or the decision to solicit new proposals will be communicated clearly to all participants.

- **Notification of Changes in Key Personnel**

Notification Requirement: The awarded firm must promptly notify the Cahuilla Band of Indians by email of any changes in key personnel assigned to the project for approval.

- **Qualification Assurance:** Replacement personnel must have qualifications equal to or superior to those initially proposed, ensuring the project's integrity and continuity. The Tribe reserves the right to approve all proposed replacements.

- **Dispute Resolution Process**

Mechanism for Resolution: A clear process will be established for resolving disputes related to the interpretation, execution, or modification of the contract. Any Appeals and remedies the CBOI will work to resolve all procurement or contractual issues informally at the CBOI level without litigation, whenever appropriate (CBOI, Procurement Manual, p. 34). This process will aim for amicable resolution through negotiation and, if necessary, mediation with administrative TC Review or *CLIS Judicial Court System*.

- **Termination Clause**

Conditions for Termination: The contract may be terminated by either party under specified conditions, including but not limited to failure to meet contractual obligations, bankruptcy, or other significant changes affecting project viability.

- ***Amendment Disclaimer: RFP Award may result in adverse reduction due to the current Presidential Executive Orders, Funding Agencies actions, and Office of Management and Budget: Temporary pause of Agency Grant, Loan, and Other Financial Assistance Programs (M-25-13).***

- **Notice and Procedures:** Terms will include notice requirements and procedures for termination to ensure fair and orderly cessation of work if needed.

- Instructions for Bidder:

Proposers should carefully review these terms and conditions as part of their proposal preparation. Any exceptions or requested modifications to these terms **must be clearly identified in the proposal submission.**

VIII. SUBMISSION INSTRUCTIONS

Sealed Proposals must be submitted received in Cahuilla Band of Indians – Finance Department- Tribal Senior Accountant by **February 11, 2025 by 3 p.m.**

Send sealed proposals must be received prior to February 11, 2025, before 3 p.m.:

Cahuilla Band of Indians

Attention: Finance Department

52701 HWY 371

Anza, CA 92539

NON-DISCLOSURE AGREEMENT

This Agreement is entered into and effective this ____ day of _____, 2025 by and between the Cahuilla Band of Indians ("Cahuilla" or "Tribe"), a federally-recognized, sovereign Indian Tribe and

(Name) _____

(Organization) _____

(Address) _____ (Recipient)

WHEREAS, Cahuilla and Recipient (collectively referred to as the "Parties") intend to establish terms governing the use and protection of certain Confidential Information relating to Cahuilla that Cahuilla may disclose to the Recipient.

NOW THEREFORE BE IT ACKNOWLEDGED AND AGREED that the Parties agree as follows:

PURPOSE. Cahuilla, including any department, division or Consultant of Cahuilla, anticipates providing material that includes information that is unique to the Cahuilla Band of Indians and is Confidential.

CONFIDENTIALITY. Any Recipient of Cahuilla's Confidential Information, whether obtained through this RFP or otherwise, may not disclose such Confidential Information or use the same except for the Purpose(s) of this project.

NON-USE OBLIGATION. Recipient agrees not to use the Confidential Information in any way, except for the purpose set forth above.

NON-DISCLOSURE OBLIGATION. The Recipient agrees to hold all information in trust and confidence and agrees that no Confidential Information shall be disclosed to a third party for any reason without the express written consent of the Tribe. No information shall be disclosed or discussed with any person not officially connected with the Recipient. No copies of information will be made or retained by Recipient except for the ordinary course of business for use solely for the purpose stated above.

RETURN OF INFORMATION. All Confidential Information disclosed under this Agreement (including without limitation, information in computer software or held in electronic storage media) shall be and remain in the property of Cahuilla and shall be returned or destroyed upon written request by Cahuilla.

NO RELATIONSHIP. This Agreement is intended to provide only for the handling and protection of Confidential Information. It shall not be construed as a teaming, joint venture, partnership or other similar arrangement.

NO ASSIGNMENT. Recipient shall not assign any of its rights or obligations hereunder, without prior written consent of the Tribe. Any attempted assignment in violation of this section will be void and of no effect.

TERM OF AGREEMENT. The obligations of this Agreement shall be continuing until the Confidential Information disclosed to Recipient is no longer confidential.

GOVERNING LAW. This agreement shall be governed by and interpreted in accordance with the laws of the Cahuilla Band of Indians. Cahuilla reserves all rights to protect the confidentiality of its information in any judicial, administrative, or equitable proceeding. The Cahuilla Band of Indians have made no waiver of its inherent rights of self-governance or its sovereign immunity.

AMENDMENT. This agreement may not be modified or assigned, except by further written agreement executed by an authorized representative of each party hereto.

IN WITNESS WHEREOF, by the signatures below of officials authorized to commit the parties, both Cahuilla and Recipient agree to the above terms and conditions, as of the Effective Date written above.

Cahuilla Band of Indians:

Signature: _____
Full Name: Erica Schenk
Title: Chairwoman
Date: _____

Recipient:

Signature: _____
Full Name: _____
Title: _____
Date: _____

CONFLICT OF INTEREST STATEMENT (COI)

It is the policy of the Cahuilla Band of Indians (CBOI) to avoid situations which place a Contractor in a position where its judgment may be biased because of any past, present, or currently planned interest, financial or otherwise, the Contractor may have which relates to the work to be performed pursuant to this solicitation or where the Contractor's performance of such work may provide it with an unfair competitive advantage. (As used herein, "Contractor" means the proposer or any of its affiliates or proposed consultants or subcontractors of any tier.) Therefore:

I. The Contractor shall provide a statement which describes in a concise manner all relevant facts concerning any past, present or currently planned interest (financial, contractual, organizational, or otherwise) relating to the work to be performed hereunder and bearing on whether the offeror has a possible organizational conflict of interest with respect to:

- a. being able to render impartial, technically sound, and objective assistance or advice;
- b. being given an unfair competitive advantage.

The Contractor may also provide relevant facts that show how its organizational structure and/or management systems limit its knowledge of possible organizational conflicts of interest relating to other divisions or sections of the organization and how that structure or system would avoid or mitigate such organizational conflict.

II. In the absence of any relevant interest referred to above, the Contractor shall submit a statement certifying that to its best knowledge and belief no such facts exist relevant to possible organizational conflicts of interest. Proposed consultants and subcontractors are responsible for submitting information and may submit it directly to CBOI with a copy of the transmittal letter to CBOI.

III. CBOI will review the statement submitted and may require additional relevant information from the Contractor. All such information, and other relevant information known to CBOI, will be used to determine whether an award to the Contractor may create an organizational conflict of interest. If a conflict is found to exist, CBOI may:

- a. Impose appropriate conditions which avoid such conflict;
- b. Disqualify the offeror; or
- c. Determine that it is otherwise in the best interests of CBOI to contract with the
- d. Contractor by including appropriate conditions mitigating such conflict in the subcontract.

IV. The refusal to provide the disclosure or representation and any additional information as required shall result in disqualification of the Contractor for award. The nondisclosure or misrepresentation of any relevant interest may also result in the disqualification of the Contractor for award, or if such nondisclosure or misrepresentation is discovered after award, the resulting subcontract may be terminated for default. The Contractor may also be disqualified, suspended, or barred from subsequent related CBOI subcontracts.

V. Depending on the nature of the subcontract activities, the Contractor may, because of possible organizational conflicts of interest, propose to exclude specific kinds of work from the statement, unless the solicitation specifically prohibits such exclusion. Any such proposed exclusion by a Contractor shall be

considered by CBOI in the evaluation of proposals, and if CBOI considers the proposed excluded work to be an essential or integral part of the required work, the proposal may be rejected as unacceptable.

VI. No award shall be made until the disclosure or representation has been evaluated by CBOI. Failure to provide the disclosure or representation will be deemed to be a minor informality, and the Contractor or subcontractor shall be required to promptly correct the omission.

VII. (Do not complete both). Either statement shall be accompanied by a complete COI questionnaire as provided at paragraph i., cited below .

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☐ Applicable COI Representation Statement I hereby certify (or a representative of my organization I hereby certify) that, to the best of my knowledge and belief, no facts exist relevant to any past, present, or currently planned interest or activity (financial, contractual, personal, organizational, or otherwise) that relate to the proposed work; and bear on whether I have (or the organization has) a possible conflict of interest with respect to:

- a. Being able to render impartial, technically sound, and objective assistance or advice, or
- b. Being given an unfair competitive advantage. *

Signature: _____ Date: _____ Name: _____
_____ Title: _____ Organization: _____
_____ Company: _____

* An unfair competitive advantage does not include the normal flow of benefits from the performance of the subcontract. .

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☐ Applicable COI Disclosure Statement I hereby certify (or a representative of my organization I hereby certify) that, to the best of my knowledge and belief, all relevant facts concerning past, present, or currently planned interests or activities (financial, contractual, personal, organizational, or otherwise) that relate to the proposed work; and bear on whether I have (or the organization has) a possible conflict of interest with respect to:

being able to render impartial, technically sound, and objective assistance or advice, or

being given an unfair competitive advantage*, are fully disclosed in paragraph I and on the attached page(s) and formatted to show:

1. For ease of presentation, divide the disclosure information to address the following four parts: organizational, contractual, financial, and other.
2. The company, agency, organization in which you have past, present, or currently planned interest or activities (financial, contractual, organizational, or otherwise).
3. A brief description of relationship.
4. The period of relationship. 5. The extent of relationship (e.g., value of financial interest of work, percent of total holdings, total work, etc.).

Signature: _____ Date: _____ Name: _____
_____ Title: _____ Organization: _____
_____ Company: _____