

CAHUILLA BAND OF INDIANS



**REQUEST FOR PROPOSAL
FOR
TNGF Road Repair Project
Responses due by 4:00 PM PT on May 30, 2025**

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The Cahuilla Band of Indians - Brief Overview

The Cahuilla Band of Indians 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 Indian Reservation is located 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.

Purpose of the Engagement

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 for the rehabilitation and repaving of the 2.5-mile-long Cienega Truck Trail Road on tribal lands. This project is to overlay 2 inches of asphalt, roughly 308,000 sq ft on the existing roadway. Project must be completed within Project Window of July 1, 2025 - September 31, 2025. Site location: Cooper Cienega Truck Trail, Anza, CA 92539 Coordinates: 33.528215, -116.713842

To ensure the Tribe meets these objectives, we are seeking assistance from a qualified contractor with the ability to:

Scope of Work

- Grind header cuts to Approach and Stop intersection at Home Stead Rd., for a smooth transition, to an average depth of 2 in.
- Leave Grindings graded on adjacent turn out
- Clean asphalt with power blowers to approximately 308,000 sq. ft.
- Apply tack coat of SS1H
- Machine install hot asphalt overlay, 1/2" 70-10 mix, to a depth of 2 in. with a maximum width of 23.5 ft
- Roll for compaction
- Re- stripe Center lines and markings to original layout 1 coat of paint

General Requirements

- Optional Site visit: May 13, 2025, at 11 am, 52701 Hwy 371, Anza CA 92539.
- Pre-bid meeting: May 15, 2025, at 11 am via Microsoft Teams. RSVP by May 14, 2025, at 5 pm.
- Deadline for questions: May 16, 2025, at 12 pm; answers by May 18, 2025, at 5 pm.
- Licensed, bonded, and insured in California
- Verify field measurements before construction.

The Tribe anticipates the project to be conducted and completed within July 1, 2025, and September 31, 2025.

Response Requirements

Please provide the firm's information including the following:

- Name
- Phone
- Address

Please provide the primary point of contact's information for the proposal including the following:

- Name & Position
- Phone

- Email
 - a. Please provide an overview of the proposed work plan including proposed steps, timeframes, responsible personnel, and cost of the engagement.
 - b. Please provide an overview of your firm and include details regarding your familiarity with the requested services and any resources that make your firm uniquely qualified to assist the Tribe. Please include Tribal government experience first, if applicable.
 - c. Provide a list of three clients/references for whom you have provided services similar to those being requested in this RFP. Include in the submittal: the name of government/company, address, contact name, and phone number.
 - d. Proposed Invoice Schedule.
 - e. Contractor's Contract template to be included in proposal.

Out of respect to each respondent'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 rather than the quantity of the presentation. This philosophy runs true throughout the engagement.

Selection Criteria

Vendor's experience, capability, and approach to the services requested (0-30)

Completion Date (0-28)

Cost (0-35)

Indian Preference (0-7)

*Indian preference must accompany the proposal.

Maximum Points: 100

Proposals will be evaluated to determine which best meets the needs of the Tribe. 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 Tribe's 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 Tribe 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. The Tribe reserves the right to accept or reject any or all proposals, or any part of any proposal, 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 a fair evaluation of proposals. This RFP does not obligate the Tribe or any applicant until a contract is signed and approved by both parties.

Due Date of Response

To be considered, proposals must be received no later than **4:00 PM PT on May 30, 2025**. Selection of a contractor will tentatively be determined by June 10th. **Respondents may provide an electronic copy of their responses to tribalcouncil@cahuilla-nsn.gov or by mail Attn: Tribal Council, Cahuilla Band of Indians: 52701 Hwy 371, Anza, CA 92539. Title proposal (TNGF ROADS PROJECT).**

Any questions regarding this RFP should be directed to info@sovereigntyconstruction.com 760-477-5409

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: Chairman
Date: _____

Recipient:

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

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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: _____