



CAHUILLA BAND OF INDIANS

REQUEST FOR PROPOSALS

NEW SITE ALTERNATIVES FOR TRIBAL CEMETERY PLANNING SERVICES

Professional Planning and Technical Consulting Services - No Construction

RFP Number	2026_AUG_Planning
Issue Date	08/28/2026
Pre-Proposal Conference / Site Visit	Cahuilla Planning/ Teams/ TBD
Questions Due	09/11/2026 – 4:00 PM PST
Proposal Due	09/25/2026 - 5:00 PM PST
Tribal Contact	Shane Helms, Planning Director, (951)763-5539, and shelms@cahuilla-nsn.gov

Submission Address

Cahuilla Band of Indians
Attn: Planning / RFP Tribal Council
52701 Highway 371
Anza, California 92539

RFP AT A GLANCE

Project Type	Professional planning, site assessment, engineering support, alternatives analysis, and cost estimating. This is not a design-build or construction procurement.
Primary Objective	Determine the remaining service life of the existing cemetery, identify respectful options to extend its use, and compare feasible locations for a future cemetery.
Primary Deliverables	Existing Cemetery Capacity and Condition Assessment; Remaining Service-Life Projection; Existing Cemetery Improvement/Expansion Options; New Site Alternatives Evaluation; Concept Plans; Cost Comparison; Implementation Roadmap; Final Report and Presentation.
Anticipated Performance Period	Approximately eight to ten months from Notice to Proceed, subject to the selected consultant's approved work plan.
Sensitive Project Requirements	Tribal cultural direction, confidentiality, data sovereignty, restricted site access, controlled photography and mapping, and no invasive or ground-disturbing work without prior written authorization.
Contracting Method	Best-value professional services contract, subject to negotiation and Tribal approval.

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1. INTRODUCTION AND PROCUREMENT PURPOSE

The Cahuilla Band of Indians ("CBOI" or "Tribe") invites proposals from qualified multidisciplinary consulting firms to provide professional cemetery planning, assessment, capacity analysis, alternatives evaluation, concept planning, and cost-estimating services.

The central purpose of this procurement is to give the Tribe a reliable, culturally grounded basis for deciding how long the can continue to serve the community, what near-term repairs or respectful expansion measures may be feasible, and which approved Tribal land locations may be suitable for a future cemetery.

The selected consultant shall support Tribal decision-making. The consultant shall not determine Cahuilla cultural practices, disclose protected information, select a final site on behalf of the Tribe, or undertake construction or ground disturbance under the base contract.

1.1 Professional Services Only

- The base scope is a planning and technical-assistance assignment, not design-build, construction management, or construction.
- Final engineering, construction documents, permitting applications, invasive testing, excavation, and construction may be considered later under a separate authorization or procurement.
- Any optional service must be specifically described, separately priced, and performed only after written authorization by the Tribe.

1.2 Procurement Authority and Sovereignty

This RFP is issued under the Tribe's procurement authority and applicable policies. Nothing in this RFP, any proposal, negotiations, site access, or any resulting agreement shall be interpreted as a waiver of the Tribe's sovereignty, jurisdiction, or sovereign immunity. Any waiver must be expressly authorized in a written resolution or agreement executed by the proper Tribal authority.

2. TRIBAL AND PROJECT BACKGROUND

The Cahuilla Band of Indians is a federally recognized sovereign Tribal Nation located in Riverside County near Anza, California. The existing cemetery is a sacred community place connected to ancestors, families, cultural continuity, and the Tribe's responsibility to future generations.

The Tribe's existing cemetery has reached near-capacity limits. To address this critical community need, the Tribe intends to evaluate one or more Tribal-approved candidate areas for the establishment of a future cemetery site.

The selected consultant will be responsible for conducting a thorough comparative analysis of the candidate locations, focusing specifically on technical feasibility and cost projections.

Important Note on Cultural Determinations: *Consultants must recognize that cultural acceptability is determined exclusively by the Tribe. It is neither a consultant-controlled metric nor a purely technical conclusion, but a sovereign determination rooted in tribal tradition and governance.*

2.1 Strategic Planning Alignment

This project supports the Tribe's current 2026-2030 planning work concerning cultural continuity, land and environmental stewardship, capital improvement planning, project readiness, cemetery planning, and identification of life-cycle operating and maintenance costs before construction decisions are made.

2.2 Known Information and Data Limitations

Available cemetery records, historic plot information, burial counts, maps, surveys, and land information may be incomplete, inconsistent, sensitive, or restricted. Proposers must describe how they will establish a

defensible baseline without assuming that all graves, cultural resources, or land constraints are fully documented.

NO ASSUMPTION OF SITE AVAILABILITY

The Tribe may identify candidate sites before or during the project. Inclusion of a location in the study does not represent approval for cemetery use, a land assignment, a commitment to develop, or a finding that the location is culturally acceptable.

3. PROJECT GOALS AND REQUIRED OUTCOMES

- Establish a reliable baseline of the 's physical condition, occupied areas, available areas, access, drainage, infrastructure, maintenance needs, and known constraints.
- Evaluate Tribal-approved candidate locations for a future cemetery using cultural-threshold review and a transparent technical alternatives process.
- Develop concept-level layouts, capacity estimates, phasing concepts, and planning-level cost estimates for shortlisted alternatives.
- Compare near-term and long-term costs, risks, benefits, implementation requirements, and life-cycle maintenance needs.
- Deliver a clear decision document that Tribal Council and designated cultural authorities can use to select next steps without exposing protected information.

4. CULTURAL SENSITIVITY, CONFIDENTIALITY, AND TRIBAL CONTROL

Because this work concerns burial grounds, ancestors, families, and potentially sensitive cultural and land information, cultural protection requirements are core contract obligations rather than optional engagement practices.

- **Tribal cultural authority.** The Tribe alone determines cultural acceptability, appropriate engagement, access restrictions, and whether a location may continue in the evaluation process.
- **Respect for the.** The cemetery shall be treated as an active sacred place. Consultant activities must avoid interference with funerals, ceremonies, family visits, maintenance, and quiet use.
- **Controlled communication.** The consultant shall not contact elders, families, cultural leaders, Tribal Members, media, outside agencies, or other stakeholders about the project unless authorized by the Tribe.
- **Restricted photography and recording.** Photography, video, audio recording, drone use, LiDAR, GPS collection, and publication of maps or images are prohibited unless specifically approved in writing.
- **No invasive work without authorization.** No soil boring, trenching, probing, ground-penetrating radar, excavation, sampling, vegetation clearing, or other invasive activity may occur under the base scope or without a separate written protocol and authorization.
- **Confidentiality and data sovereignty.** Burial records, cultural information, oral histories, maps, coordinates, photographs, site rankings, and sensitive findings belong to and remain under the control of the Tribe.
- **Need-to-know access.** The consultant shall limit sensitive information to approved personnel and shall use secure storage, transmission, and file-access controls.
- **No publicity or portfolio use.** The project name, images, location details, findings, and work products may not be used in marketing, conferences, publications, websites, awards, or professional portfolios without written Tribal approval.
- **Stop-work and notification.** If potential human remains, funerary objects, cultural items, or unanticipated cultural resources are observed, the consultant shall stop the affected activity, protect the location, and immediately notify the designated Tribal representative.

- **Return or destruction.** At project completion or upon request, the consultant shall return or securely destroy restricted copies as directed by the Tribe, subject to any specifically approved archival requirement.

4.1 Cultural Engagement Approach

The proposer shall include a culturally appropriate engagement method that can be adjusted by the Tribe. The approach may include listening sessions, small family or elder discussions, meetings with designated cultural representatives, and Tribal Council briefings. The consultant must provide options for private participation, non-recorded discussions, restricted summaries, and separation of public-facing information from protected information.

The consultant shall clearly distinguish between: (1) technical findings that may be shared broadly; (2) confidential decision information limited to Tribal leadership and staff; and (3) culturally restricted information retained only by designated Tribal authorities.

5. SCOPE OF WORK

Proposers may refine the sequencing below, but the proposal must address every base task and deliverable. The selected consultant shall begin each task only after confirming access, data, cultural-review, and decision protocols with the Tribe.

TASK 1 PROJECT INITIATION, WORK PLAN, AND DATA PROTECTION

Objective: Confirm the project structure, responsibilities, decision points, information controls, schedule, and data needs before field or engagement activities begin.

- Conduct a kickoff meeting with Tribal Administration, Public Works, Planning, Cultural/THPO representatives, and other Tribal-designated participants.
- Prepare a detailed project management plan, schedule, communication protocol, decision log, quality-control plan, and risk register.
- Prepare a project-specific Cultural Sensitivity, Confidentiality, Site Access, and Data Management Protocol for Tribal approval.
- Prepare a data request identifying needed records, maps, burial history, surveys, maintenance information, infrastructure information, land status, and prior studies.
- Identify data gaps and propose non-invasive methods to address them.
- Confirm the format and audience for technical, confidential, and culturally restricted deliverables.

Task 1

TASK 2 TRIBAL ENGAGEMENT AND CULTURAL REQUIREMENTS

Objective: Gather authorized community and cultural direction without placing the burden of cultural interpretation on the consultant or exposing protected information.

- Develop an engagement plan identifying authorized participants, meeting formats, confidentiality levels, topics, facilitation methods, documentation limits, and Tribal review steps.
- Facilitate up to 5 Tribal-authorized meetings, listening sessions, or interviews.
- Document functional needs such as burial practices, spacing assumptions, access, family gathering, ceremony, privacy, landscape, maintenance, security, visitation, and long-term stewardship only to the level authorized by the Tribe.
- Maintain a comment-and-response log showing how authorized input affected technical assumptions and alternatives.
- Prepare separate public/shareable and confidential engagement summaries when directed.

Task 2

TASK 3 CONCEPT PLANS AND CAPACITY FOR SHORTLISTED NEW SITES

Objective: Create comparable concept-level cemetery plans that reflect Tribal requirements and allow fair comparison of capacity, phasing, access, and cost.

- Prepare concept plans for each Tribe-approved shortlisted site at a consistent level of detail.
- Show approximate burial areas, internal roads and paths, parking, emergency access, gathering/ceremonial areas as authorized, landscape and privacy buffers, drainage concepts, utility needs, maintenance/service areas, security, and future expansion areas.
- Develop phase boundaries that permit the Tribe to open an initial area while preserving long-term expansion.
- Estimate gross and net burial capacity by phase and in total, with assumptions clearly stated.
- Identify design features needed to protect cultural values, natural character, privacy, accessibility, operational efficiency, and long-term maintenance.
- Identify optional features separately so the Tribe can distinguish essential site development from enhancements.

Task 3

TASK 4 PLANNING-LEVEL CAPITAL AND LIFE-CYCLE COST ESTIMATES

Objective: Provide transparent, comparable cost information for existing cemetery improvements and each shortlisted new site.

- Prepare itemized planning-level capital cost estimates in current dollars as of the estimate date.
- Separate costs for surveys and investigations; cultural and environmental review; design and engineering; project management; site preparation; grading; drainage; roads and parking; paths; utilities; fencing and gates; landscape and irrigation; signage; security; buildings or shelters if authorized; testing; contingency; escalation; and other owner costs.
- Identify quantities, unit-cost sources, assumptions, exclusions, contingency, escalation, and expected estimate range.
- Provide separate costs for urgent cemetery repairs, cemetery improvement/expansion options, initial new cemetery phase, and full buildout.
- Estimate annual operating and maintenance costs for each major alternative, including landscape, road/path maintenance, security, utilities, recordkeeping, and routine repairs.
- Identify cost drivers and value-planning opportunities without compromising cultural or functional requirements.

Task 4

TASK 5 REGULATORY, ENVIRONMENTAL, AND IMPLEMENTATION PATHWAY

Objective: Identify the approvals, studies, decisions, funding steps, and procurement actions needed to advance a preferred alternative while preserving Tribal jurisdiction and control.

- Identify potentially applicable Tribal, federal, funding-agency, land, environmental, cultural-resource, utility, and access approvals. Do not assume state or local jurisdiction applies; clearly state the basis for each identified pathway and defer legal conclusions to Tribal counsel.
- Prepare a study and permitting matrix showing responsible entity, sequence, estimated duration, dependencies, and decision points.
- Identify additional surveys or investigations likely needed before final design, such as boundary/topographic survey, geotechnical work, drainage analysis, utility studies, environmental review, or other Tribe-authorized studies.
- Develop an implementation roadmap with immediate, 1-2 year, 3-5 year, and long-range actions.

- Identify potential funding-readiness needs and funding categories without guaranteeing eligibility or award.
- Recommend procurement packages for any next phase, which may include separate scopes for survey, environmental/cultural review, engineering/design, and construction.

Task 5

TASK 6 DRAFT AND FINAL CEMETERY PLANNING REPORT

Objective: Integrate the study into a clear decision document and present findings in formats appropriate for leadership, staff, and authorized community audiences.

- Prepare a report integrating all tasks, alternatives, cost comparisons, risks, assumptions, and recommendations.
- Conduct a technical review meeting and a separate Tribal leadership/cultural review meeting if directed.
- Maintain a comment-resolution matrix and revise the report based on authorized direction.
- Prepare a concise executive summary and decision matrix identifying decisions required, consequences of delay, and recommended next steps.
- Present final findings to Tribal Council and/or other authorized bodies in a closed or public session as directed.
- Prepare a public-facing summary with sensitive information removed only if requested by the Tribe.

Task 6

5.1 Optional Services - Only as Authorized

- Boundary or topographic survey.
- Non-invasive or invasive subsurface investigation under a separate approved protocol.
- Geotechnical, hydrology, drainage, utility, environmental, or other technical studies.
- Additional engagement sessions or facilitation.
- Grant application or funding-package assistance.
- Preliminary engineering beyond concept level.
- Preparation of a separate RFP or scope for final design and construction.

Optional services shall be separately priced and may not begin without a written notice to proceed or contract amendment signed by the authorized Tribal representative.

6. REQUIRED DELIVERABLES AND FILE STANDARDS

No.	Deliverable	Minimum Format / Requirement
1	Project Management and Cultural/Data Protection Plan	Searchable PDF and editable DOCX; schedule in editable format; risk and decision logs.
2	Engagement Plan and Authorized Summaries	Editable DOCX/PDF; separate confidential and shareable versions when directed.
3	Existing Conditions and Records Assessment	Report, confidential map set, issue list, and immediate-needs memorandum.
4	Capacity and Remaining Service-Life Analysis	Technical memorandum, scenario tables, assumptions register, and editable calculation workbook.
5	Candidate Site Screening and Shortlist	Threshold review, comparison matrix, constraints maps, and recommendation.

No.	Deliverable	Minimum Format / Requirement
6	Shortlisted Site Concept Plans	PDF and editable CAD/GIS/native files; capacity and phasing tables.
7	Capital and Life-Cycle Cost Estimates	Editable spreadsheet with quantities, unit costs, assumptions, contingency, escalation, and annual O&M.
8	Implementation and Regulatory Pathway	Decision sequence, study/approval matrix, schedule, and next-phase procurement recommendations.
9	Draft and Final Reports / Presentations	Confidential report, executive summary, slide presentation, comment matrix, and optional public summary.

6.1 File Ownership and Technical Standards

- All project-specific work products, data, maps, photographs, recordings, calculations, and deliverable files created under the contract shall be owned and controlled by the Tribe, subject to negotiated rights in the consultant's pre- tools and templates.
- The consultant shall provide both final PDF files and editable native files, including DOCX, XLSX, GIS, CAD, schedule, and presentation files as applicable.
- Maps containing burial locations, candidate site locations, or sensitive cultural information shall be clearly marked confidential and shall not be placed in public cloud folders or shared outside the approved project team.
- All deliverables shall identify assumptions, data sources, limitations, version date, author, reviewer, and quality-control status.
- The final report shall include an executive-level decision summary and a technical appendix so decision-makers can understand the conclusions without losing the supporting detail.

7. PROJECT SCHEDULE, MEETINGS, AND COORDINATION

The Tribe anticipates an eight- to ten-month performance period after Notice to Proceed. Proposers shall provide a detailed schedule showing tasks, meetings, decision points, review periods, dependencies, and final completion. The Tribe may adjust the sequence to accommodate ceremonies, funerals, cultural events, weather, staff availability, or Tribal decision-making.

Milestone	Target from NTP	Notes
Kickoff and approved protocols	Weeks 1-3	No field or engagement work before approval of access and data protocols.
Candidate site screening	Months 2-5	Only Tribe-authorized locations; cultural threshold review precedes shortlist.
Shortlisted concept plans and costs	Months 5-7	Comparable level of detail for each approved alternative.
Draft report and review	Months 7-9	Technical and Tribal review periods.
Final report and presentation	Months 8-10	Final confidential files and presentation.

7.1 Meetings Included in Base Fee

- One project kickoff meeting.
- Biweekly coordination meetings during active work, unless another cadence is approved.
- Up to 6 authorized engagement/listening sessions.

- Two alternatives review workshops.
- One -report technical review meeting.
- One Tribal leadership/cultural review meeting.
- One final presentation to Tribal Council and/or another authorized body.

Proposals shall identify the number of included meetings, assumptions regarding virtual versus in-person participation, travel costs, and hourly or unit rates for additional meetings.

8. TRIBE-FURNISHED INFORMATION AND CONSULTANT RESPONSIBILITIES

8.1 Tribe-Furnished Information - As Available and Authorized

- records, plot information, maps, prior reports, photographs, maintenance information, and burial history.
- Access to the candidate locations under Tribal supervision and approved conditions.
- Identification of Tribal project representatives, cultural-review authorities, and authorized participants.
- Available land status, survey, infrastructure, environmental, cultural-resource, planning, and capital-improvement information.
- Review comments and decisions within reasonable review periods, recognizing Tribal governance schedules.

The Tribe does not warrant that furnished information is complete or suitable for every purpose. The consultant shall identify limitations and shall not rely on assumptions that could affect cultural protection, capacity, feasibility, or cost without clearly disclosing them.

8.2 Consultant Responsibilities

- Provide a qualified project manager and multidisciplinary team for the full project duration.
- Coordinate subconsultants and maintain one point of accountability to the Tribe.
- Verify technical work, calculations, cost estimates, maps, and recommendations through documented quality control.
- Protect sensitive information and enforce the same requirements for employees and subconsultants.
- Immediately disclose conflicts, data incidents, unauthorized access, schedule risks, cost concerns, and material assumptions.
- Maintain licenses, insurance, registrations, and professional standards required by the final agreement.
- Comply with applicable Tribal law, contract terms, and any funding-source requirements incorporated into the agreement.

9. PROPOSAL CONTENT AND SUBMISSION REQUIREMENTS

Proposals should be concise, organized in the order below, and written specifically for this project.

Marketing material that does not respond to the requested scope should be limited. The technical proposal should not exceed 30 single-sided pages, excluding the cover, table of contents, resumes, required forms, and cost proposal.

- **A. Cover Letter:** Signed by an authorized representative; identify the prime firm, proposed project manager, contact information, and agreement to the RFP requirements or clearly stated exceptions.
- **B. Project Understanding:** Describe the firm's understanding of the service-life question, new-site alternatives question, Tribal decision context, data limitations, and cultural sensitivity requirements.
- **C. Technical Approach and Work Plan:** Provide a task-by-task methodology, sequence, quality-control process, decision points, deliverables, and methods for working with incomplete or sensitive records.
- **D. Cultural Sensitivity and Data Protection Plan:** Describe Tribal experience, engagement safeguards, access controls, confidentiality, mapping and photography controls, staff training, and incident response.

- **E. Project Team and Organization:** Provide an organization chart; roles; percentage availability; office locations; resumes; licenses; and identification of all subconsultants.
- **F. Relevant Experience and References:** Provide at least three comparable projects, emphasizing Tribal government work, cemetery or memorial planning, capacity analysis, alternatives studies, rural infrastructure, and culturally sensitive engagement.
- **G. Schedule:** Provide a detailed schedule with task durations, meetings, review periods, critical decisions, and completion date.
- **H. Deliverables Matrix:** Confirm each required deliverable and identify the responsible team member and planned submission date.
- **I. Cost Proposal:** Submit the cost proposal in a separately sealed envelope or separately labeled electronic file, as directed in the final solicitation.
- **J. Required Disclosures and Forms:** Complete all certifications, conflicts disclosures, Native preference documentation, litigation/claims disclosure, debarment certification if applicable, and Appendix forms.
- **K. Exceptions:** List every requested exception to the RFP or standard agreement. Silence will be treated as acceptance, subject to negotiation.

9.1 Cost Proposal Requirements

- Provide a fixed fee by task and deliverable for the complete base scope.
- Show labor categories, hours, billing rates, subconsultant costs, travel, direct expenses, and total fee.
- Separately price each optional service and provide unit or hourly rates for additional authorized work.
- Identify all assumptions, exclusions, included meetings, travel limitations, and reimbursable-cost policies.
- State the period for which rates and the proposed fee will remain valid.
- Do not include construction costs in the consultant fee; planning-level capital cost estimates are project deliverables.

9.2 Submission Instructions

Proposal Deadline	09/25/2026 – 5:00 PM PST
Questions Deadline	09/11/2026- 4:00 PM PST
Submission Format	[2] sealed hard copies and one searchable PDF on USB drive. Electronic delivery may be permitted only if stated in the final RFP or an addendum.
Label	Cemetery Capacity and New Site Alternatives Planning RFP - Do Not Open
Delivery Address	Cahuilla Band of Indians, Attn: Planning/Tribal Council, 52701 Highway 371, Anza, CA 92539
RFP Contact	Shane Helms, Planning Director, 951-763-5549, and shelms@cahuilla-nsn.gov

Late proposals may be rejected. Proposers are responsible for confirming delivery. Oral, faxed, or incomplete proposals will not be considered unless specifically authorized by written addendum.

9.3 Pre-Proposal Conference and Site Visit

The Tribe may conduct a controlled pre-proposal conference and limited site visit. Attendance requirements will be stated in the final procurement schedule. Site access is a privilege, not public access. Participants must follow all instructions concerning conduct, privacy, photography, recording, location information, and interaction with Tribal Members. The Tribe may require confidentiality acknowledgements before access.

10. MINIMUM QUALIFICATIONS

- Demonstrated experience leading complex planning studies involving cemeteries, memorial landscapes, Tribal lands, culturally sensitive sites, or comparable projects.
- Demonstrated experience working directly with federally recognized Tribal governments or a strong, specific plan for Tribal partnership and cultural accountability.
- A project manager with at least 5 years of relevant experience and authority to commit to the proposed team.
- Access to appropriate disciplines, which may include cemetery/master planning, civil engineering, landscape architecture, GIS, cost estimating, geology/geotechnical and drainage expertise, environmental planning, and culturally sensitive facilitation.
- Demonstrated ability to prepare capacity forecasts, alternatives analyses, concept plans, phased implementation strategies, and planning-level cost estimates.
- Experience protecting confidential, culturally sensitive, or location-sensitive information.
- Ability to complete the work within the proposed schedule and maintain continuity of key personnel.
- Required professional licenses and registrations for services actually performed, as applicable.
- Ability to meet the Tribe's insurance, contracting, background, vendor, and compliance requirements.

11. EVALUATION AND SELECTION

The Tribe intends to make a best-value selection based on the proposal, references, interviews if conducted, and successful negotiation. The Tribe may reject any or all proposals, request clarification, check references, conduct interviews, negotiate scope or price, or cancel and reissue the procurement.

Criterion	Points	Evaluation Focus	Score
Project understanding and technical approach	25	Clear, complete, practical method for capacity, alternatives, concept planning, cost, and decision support.	
Cultural sensitivity, Tribal experience, and data protection	20	Demonstrated respect for Tribal authority, burial-ground sensitivity, confidentiality, engagement controls, and data sovereignty.	
Qualifications and relevant experience	20	Comparable projects, technical competence, quality of references, and demonstrated results.	
Project team, availability, and management	15	Strength of key personnel, subconsultant integration, continuity, quality control, schedule management, and responsiveness.	
Cost reasonableness and value	15	Complete and transparent fee, appropriate level of effort, competitive rates, and clear assumptions.	
Native/Tribal preference	5	Documentation and scoring consistent with applicable Tribal procurement policy.	
TOTAL	100		

11.1 Interviews and Negotiation

The Tribe may invite one or more firms to an interview. Key personnel identified in the proposal should attend. The Tribe may request a short technical presentation, scenario discussion, or clarification of cost and schedule. Selection for negotiation does not guarantee contract award. No work may begin until the contract is fully executed and the Tribe issues written authorization.

12. RFP TERMS AND CONDITIONS

- **Tribal sovereignty and immunity.** Nothing in the RFP, proposal process, negotiations, contract performance, or site access waives Tribal sovereignty or sovereign immunity.
- **Right to reject, waive, and cancel.** The Tribe may reject any or all proposals, waive minor irregularities, request revised proposals, negotiate with one or more proposers, or cancel the RFP without liability.
- **No obligation to award.** This RFP does not obligate the Tribe to award a contract, reimburse proposal costs, or proceed with any project alternative.
- **Proposal costs.** All proposal, travel, interview, negotiation, and due-diligence costs are the proposer's responsibility.
- **Addenda.** Only written addenda issued by the Tribe modify the RFP. Proposers are responsible for acknowledging all addenda.
- **Conflicts of interest.** Actual, potential, or perceived conflicts must be disclosed. The Tribe may determine whether a conflict can be mitigated.
- **Key personnel.** Key personnel may not be replaced without prior written Tribal approval. Replacement personnel must have equal or greater qualifications.
- **Subconsultants.** The prime consultant remains fully responsible for all subconsultants and must flow down confidentiality, data-security, cultural-protection, and compliance requirements.
- **Contract form.** The selected consultant will be required to execute the Tribe's agreement. Proposer terms, website terms, click-through terms, and unapproved attachments do not apply.
- **Insurance and indemnification.** The selected consultant must meet insurance and indemnification requirements stated in the final agreement.
- **Compliance.** The selected consultant shall comply with applicable Tribal law and contract requirements. If federal funds are used, applicable federal procurement, debarment, registration, record, and contract clauses may be incorporated.
- **Taxes.** Tax treatment shall be governed by applicable law and the final agreement. Proposers should not assume state or local tax treatment without confirmation.
- **Ownership and confidentiality.** Project-specific work products and sensitive information shall be handled as stated in this RFP and the final agreement.
- **No public disclosure.** The consultant shall not issue news releases, social-media content, project announcements, or external communications without written approval.
- **Records and audit.** The consultant shall maintain accurate project, cost, invoice, and supporting records for the period required by the agreement or funding source.
- **Changes in scope.** Only the authorized Tribal representative may approve changes. Additional work performed without written authorization is at the consultant's risk.
- **Termination.** The final agreement will include the Tribe's rights to suspend or terminate work, including for convenience, default, cultural concerns, safety, confidentiality breaches, or funding changes.
- **Non-exclusive procurement.** The Tribe may procure related services separately and may use its own staff or other consultants for portions of the project.
- **Proposal validity.** Proposals shall remain valid for at least 120 days after the due date unless another period is stated.
- **Governing authority.** The final agreement shall identify applicable Tribal law, forum, dispute procedures, and authorization requirements.

APPENDIX A - PROPOSAL COMPLIANCE CHECKLIST

Proposers should include this completed checklist with the proposal. Failure to provide required information may result in a finding that the proposal is non-responsive.

Included	Required Item	Proposal Section / Page
☐	Cover letter signed by authorized representative	
☐	Project understanding	
☐	Task-by-task technical approach and work plan	
☐	Cultural sensitivity and data protection plan	
☐	Project organization chart	
☐	Key personnel and subconsultant resumes	
☐	Availability and commitment of key personnel	
☐	At least three relevant project examples and references	
☐	Detailed project schedule	
☐	Deliverables matrix	
☐	Separate cost proposal	
☐	Optional services and rates	

APPENDIX A - PROPOSAL COMPLIANCE CHECKLIST (CONTINUED)

Included	Required Item	Proposal Section / Page
☐	Conflict-of-interest disclosure	
☐	Litigation/claims and contract-termination disclosure	
☐	Native/Tribal preference documentation, if claimed	
☐	Licenses and registrations, as applicable	
☐	Insurance capability statement	
☐	Debarment/SAM certification, if applicable	
☐	Exceptions to RFP and standard agreement	
☐	Acknowledgement of all addenda	
☐	Signed required consultant commitments (Appendix C)	

Proposer Certification

The undersigned certifies that the proposal has been reviewed for completeness and that all known exceptions, conflicts, assumptions, and requested contract changes have been disclosed.

Authorized Representative	_____
Signature	_____
Date	_____

APPENDIX B - COST PROPOSAL FORM

The proposer may use its own detailed cost format, but it must provide all information requested below. Submit the cost proposal separately from the technical proposal if required by the final RFP instructions.

Task	Description	Labor	Expenses	Task Total
1	Project initiation, work plan, and data protection	\$	\$	\$
2	Tribal engagement and cultural requirements	\$	\$	\$
3	New cemetery candidate site screening and alternatives evaluation	\$	\$	\$
4	Concept plans and capacity for shortlisted new sites	\$	\$	\$
5	Planning-level capital and life-cycle cost estimates	\$	\$	\$
6	Regulatory, environmental, and implementation pathway	\$	\$	\$
7	Draft and final cemetery planning report	\$	\$	\$
Base Scope Subtotal				\$
Contingency / Allowance (if proposed)				\$
Total Base Fee				\$

Optional Services

Item	Optional Service	Basis / Units	Not-to-Exceed Fee
A	Boundary/topographic survey		\$
B	Geotechnical or drainage investigation		\$
C	Additional cultural/environmental studies		\$
D	Additional engagement meetings		\$
E	Grant/funding support		\$
F	Preliminary engineering or next-phase RFP preparation		\$

APPENDIX C - REQUIRED CONSULTANT COMMITMENTS

The proposer shall sign below to confirm the following commitments. These commitments may be incorporated into the final agreement.

Initial	Commitment
_____	We recognize that the existing cemetery is a sacred, active Tribal place and will conduct all work accordingly.
_____	We will not photograph, record, map, scan, use drones, collect precise coordinates, or enter restricted areas without written authorization.
_____	We will not conduct invasive or ground-disturbing work without a separate written protocol and authorization.
_____	We will not contact Tribal Members, families, elders, cultural representatives, media, or outside agencies about the project unless authorized.
_____	We will protect burial, cultural, land, and location information as confidential Tribal information and will limit access to approved personnel.
_____	We will not publish, market, present, or reuse project information or images without written Tribal approval.
_____	We will immediately stop affected work and notify the Tribe if potential human remains, funerary objects, cultural items, or unanticipated cultural resources are encountered.
_____	We understand that cultural acceptability and final site selection are decisions reserved to the Tribe.
_____	We will provide all project-specific work products and editable files to the Tribe and will follow Tribal direction regarding return or destruction of restricted information.
_____	We accept that nothing in this procurement waives the Tribe's sovereignty or sovereign immunity.

Firm Name

Authorized Representative

Signature

Date
