

TORRES MARTINEZ DESERT CAHUILLA INDIANS



Request for Proposal (RFP)

NUMBER: **RFP # 10323**

FOR

MARTINEZ ROAD CULVERT REPLACEMENT PROJECT

PROPOSAL DUE DATE

JULY 23rd, 2026

REQUESTED BY:

TORRES MARTINEZ DESERT CAHUILLA INDIANS
PROCUREMENT DEPARTMENT
P.O. BOX 1160 (Mailing Address)
66-725 MARTINEZ ROAD, (Physical Address)
THERMAL, CA 92274

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1. Schedule of Events

1.1. RFP Timeline Table

Event	Date
Needs Assessment	May 14 th , 2026
RFP Draft	May 28 th - June 29 th , 2026
RFP Finalization	June 29 th , 2026
RFP Web Posting Date	June 29 th , 2026
RFP Email Invitations	June 29 th , 2026
Last Date for Q and A Responses	July 7 th , 2026, by 5:00 PST
Pre-Bid Meeting	As Scheduled w/ Bidders, July 9 th , 2026
Proposal Due Date	July 23rd, 2026, by 5:00 PM PST
Proposal Evaluation Start (Evaluators Only)	July 27 th , 2026
Bid Evaluation End	July 28 th , 2026
Notice of Award	July 29 th , 2026
Contract Finalization	To Be Determined

- 1.1.1. Due to unforeseen Tribal Closures by the Tribe, dates outlined in the RFP timeline table are subject to change.
- 1.1.2. Any such changes occur, Bidders will be notified by (Email) electronic communication.
- 1.1.3. If any dates in the RFP timeline are impacted, the earliest available updated date will be provided to avoid disrupting the work of the Tribe's representatives and to ensure bidders can meet the RFP deadlines.

2. General Information

2.1. Definitions

- 2.1.1. **Bidder:** An individual, entity, partnership, firm, corporation, or agency submitting a bid in response to this RFP.
- 2.1.2. **BPO:** Blanket Purchase Order, good for one year.
- 2.1.3. **Contractor:** An individual, entity, partnership, firm, corporation, or agency awarded a Contract Agreement and/or Purchase Order as a result of responding to this RFP.
- 2.1.4. **PO:** Purchase Order
- 2.1.5. **RFP:** Request for Proposals
- 2.1.6. **TERO:** Tribal Employment Rights Ordinance
- 2.1.7. **TMDCI or Tribe:** Torres Martinez Desert Cahuilla Indians, a Domestic Sovereign Entity

2.2. Purpose

- 2.2.1. The Torres Martinez Desert Cahuilla Indians is soliciting proposals in order to identify qualified individuals, firms or paving and asphalt companies, road maintenance technicians to provide professional road services for the Tribe. The selected bidder will be one that has demonstrated experience, qualifications and knowledge in the preparation of Road services and Culvert

Replacement from previous work. The purpose of this Request for Proposal (RFP) is to solicit responses from individuals, firms, or teams that desire to be considered for this project.

2.3. *Tribal Background*

2.3.1. The Torres Martinez Desert Cahuilla Indian Reservation was established by Executive Order by President Ulysses S. Grant on May 15, 1876. The Tribal headquarters is located in Thermal, California. The Tribe owns and operates the Red Earth Casino, located 25 miles south of Coachella near the Torres Martinez Travel Center in Salton City. The Tribal land base consists of 24,822 acres of harsh rugged desert terrain in a checkerboard pattern located in the most rural parts of the Coachella Valley in Southern California. There are approximately 11,000 acres of Reservation land currently submerged by the Salton Sea, and the remaining land is used for residential, business, agriculture and other future tribal development. The Reservation lands straddle Imperial and Riverside Counties and lie about 50 miles north of the U.S./Mexico International Border.

2.4. *Public Notice and Contractor Invitation*

2.4.1. Reference (public notice) to this RFP shall be posted on the following websites:

- 2.4.1.1. www.torresmartinez.org RFP is available at this site.
- 2.4.1.2. www.desertsun.com
- 2.4.1.3. www.latimes.com
- 2.4.1.4. www.pe.com

2.4.2. RFP email notifications invitations will be sent out on this RFP request.

2.5. *Last Date for Questions & Answers: Q and A Responses*

2.5.1. The last day to submit a question or request in regard to this RFP is by end of business day (5:00 PM PST) on **JULY 7th, 2026**. Any questions or request asked after this date and time will not be addressed.

2.5.2. **Bidders are required to submit all questions or request in writing by mail, electronic mail (email) to the RFP Administrator.**

2.5.2.1. Questions shall be responded to within three working business days.

2.5.3. Oral responses by the Tribe or its representatives are to be considered tentative. Official Tribal response, in writing, will be supplied to Bidder. Questions regarding the RFP may only be submitted to the RFP Administrator either by mail or electronic communication.

2.5.3.1. All questions and responses will be made public to all bidders by email response.

2.5.3.2. The source of the question submitted by (Bidder) will be excluded.

2.6. *RFP Contact Information*

2.6.1. Restrictions on Communications

2.6.1.1. From the issue date of the RFP until a Contractor is selected and the award is announced, **Proposers are not allowed to communicate for any reason with any Torres Martinez staff or Tribal member** except: 1) through the RFP Administrator named herein or the Procurement Director 2) at the Pre-Proposal Conference, if applicable or 3) as provided by existing work agreement(s). **The Tribe reserves the right to reject the submittal of any proposal violating this provision.**

RFP Administrator: Juan Gonzales, Contracts Coordinator

Email: jgonzales@tmdci-nsn.gov

Telephone: (760) 397-0300 x 12375

Mail: TMDCI - Procurement Department
P.O. Box 1160, Thermal, CA 92274

Attn: Juan Gonzales – RFP # 10323

Martinez Road Culvert Replacement Project

2.7. RFP Amendment

2.7.1. The Tribe reserves the right to allow an amendment to the RFP and awarded contract. However, this contract may be amended only upon written agreement between the Tribe and Contractor, however, any amendment of the contract that conflicts with the agreements of the Tribe shall be void ab initio.

3. Professional Qualifications and Experience

3.1. TMDCI's Facilities Department is seeking Contractors with expertise in the area of this RFP. Describe qualifications of you or your company's staffs in providing similar services are required by this RFP.

3.2. Organization

3.3. Provide a description of your company's organizational structure and explain how your company qualifies to be responsive to the requirements of this RFP.

3.4. References

3.5. The Applicant shall provide a minimum of three (3) references, including names of persons who may be contacted, position of person, address, and phone number where culvert/road services have been provided that were similar in scope to the requirements of this RFP.

3.6. Resumes

3.7. Upon award of this project, the Contractor shall provide resumes for each individual or staff member responsible for design, implementation, project management, or other positions identified in the requirements of this RFP. Resumes shall include education, experience, current licenses and current certifications of each individual.

4. Scope of Work

4.1. Deliverables

4.1.1. The deliverables of this RFP as stated in the purpose objective, is to seek a contractor as qualified individuals, firms or paving and asphalt companies, road maintenance technicians to provide professional road services for the Tribe.

4.1.2. Any licensed contractor **can bid and submit a proposal that can perform the services on the Martinez Road Culvert Replacement Project.** The contractor must follow the specifics in the scope of work.

Selected contractor will have to apply for a Coachella Valley Water District – CVWD Construction Encroachment Permit prior to starting work. (See: exhibit 3.1.2.23.)

- 4.1.2.1. **Mobilization of the Martinez Road Culvert Replacement Project:** Contractor must be able to prepare heavy construction equipment, preparation and clearing on removing vegetation, debris, or sediment around the culvert inlet and outlet.
- 4.1.2.2. Dike the canal at the Martinez Road culvert to prevent water flow from entering culvert. Install a temporary water pump with a hose that spans from one end of the canal across the road and dump into the opposite side of the canal.
- 4.1.2.3. **Temporary Traffic Control at the Martinez Road & Culvert Project Area:** The Traffic Control Plan (TCP) must be prepared and identified by the contractor to manage the traffic flow during the hours of business. Any plans documented by the contractor must be reviewed by the Project Roads team and Project Manager. Any notifications of this plan must inform city officials, county officials, and law enforcement of the road project.
- 4.1.2.4. **Prepare the area around the Martinez Road Culvert:** The contractor must be able cut and remove existing asphalt concrete. Dig out the materials that is covering the existing culvert. Remove the existing culvert and dispose of properly (with proof of waste receipt), ensuring all debris is hauled to the dump as required.
- 4.1.2.5. **Dig the Trench at the Martinez Culvert:** The contractor must dig a trench that is at least 1 ft. wider than the culvert on all sides. Before installing the new culvert, the canal will be thoroughly cleaned, and the culvert bed will be prepared with an appropriate flow line and compacted to support the new installation. Any material removed that proves suitable should be reused during backfilling, maximizing efficiency and reducing waste.
- 4.1.2.6. **Back Fill the Trench around the Culvert:** Before installing the new culvert, the canal will be thoroughly cleaned, and the culvert bed will be prepared with an appropriate flow line and compacted to support the new installation. The contractor must back fill the trench around the culvert with gravel or crushed stone. Making sure to fill in all the gaps. This will provide support for the culvert and prevent it from shifting or collapsing. Compact the backfill. Using a compactor or other heavy equipment. Compact the backfill around the culvert. This will help to ensure that the culvert stays in place and does not shift. As the new culvert is put in place, the contractor will be responsible for compacting the material around both the walls and the top, ensuring structural integrity as material is layered over the culvert.
- 4.1.2.7. **Asphalt Preparation at the Martinez Road Culvert Area:** Finally, to prepare for the asphalt surface, the top will be built up using inches of Caltrans Class II road base and finished with three (3) inches of asphalt concrete, as indicated in the project drawings. The contractor must be knowledgeable and use road specifications and materials for the road during asphalt work.
- The contractor must use temperature specialized materials and use hot Asphalt Concrete Pavement for direction. The road areas that need attention will be Martinez Road & Avenue 66th streets. The asphalt work must be able to support and not damage the installation of the Martinez Road culvert.
- 4.1.2.8. **Permanent Pavement Markings at Martinez Road Culvert:** The contractor must follow state and city pavement marking regulations (Caltrans 2024 Sections 84) and work shall be in accordance with special provisions to the specifications.
- I. Applying painted and thermoplastic traffic stripe (traffic lane) with pavement markings and markers including glass beads at the location.
 - II. The thermoplastic material and paint used for striping and pavement markings must conform to Caltrans Specification Requirements.
 - III. Arrows, letters, and symbols shall be of dimension and style required by Caltrans Standard Plan 2024. The painted strip shall be four (4) inches wide with tolerance

of plus or minus ¼ inch per 107 square feet of painted area. **Note:** it's the contractor due diligence to follow and verify any updated specifications in the Caltrans Standard Plan 2024.

- IV. Traffic stripes shall be placed to the line established by the contractor in accordance as required by the Caltrans 2024 Specifications. The tolerance and appearance of strips must be with Caltrans allowable deviation. Refer to Caltrans Standard Plan 2024 for any guidelines.
- V. Mixing the paint shall be performed in accordance with Caltrans Specifications Requirements. All application equipment used in the traffic striping, pavement markings, and for placement of pavement markers, shall meet all Caltrans Specifications Requirements.
- VI. **Method of Measurement:** The accepted quantities of stripes, pavement markings and pavement markers will be measured as follows.
 - a. Broken yellow or white traffic stripes will be measured in lineal feet along the centerline from end to end of the stripes including gaps.
 - b. Solid yellow or white traffic stripes will be measured in lineal feet along the centerline from end-to-end continuous stripe.
 - c. The thermoplastic or paint pavement markings will be measured by each type of symbol or arrow at each location placed.
 - d. the quantity of reflective and non-reflective pavement markers will be as a unit determined from the actual count in place.
- VII. **Traffic Stripe:** A longitudinal centerline or a longitudinal lane line used for separating traffic lanes in the same direction of travel or in the opposing direction of travel or a longitudinal edge line marking the edge of the traveled way or the edge of a lane at a gore area separating traffic at an exit or entrance ramp. A traffic stripe is a traffic line as shown.
- VIII. **Pavement Marking:** A transverse marking such as (1) a limit line, (2) a stop line; or (3) a word, symbol, shoulder, parking stall, or railroad grade crossing marking.
- IX. **Quality Control and Assurance:** Within 14 days of applying a traffic stripe or a pavement marking, the retro reflectivity of the traffic stripe or the pavement marking must be a minimum of 250 mill candelas per square meter per lux for white and 150 mill candelas per square meter per lux for yellow. Test the retro reflectivity under ASTM E 1710.
- X. **Materials:** Glass beads applied to paint and molten thermoplastic material must comply with Caltrans 2024 Specification 8010-004.
- XI. **Tolerances and Appearance:** A completed traffic stripe must:
 - 1. Have clean, well-defined edges without running or deformation
 - 2. be uniform
 - 3. Be straight on a tangent alignment and on a true arc on a curved alignment the width of a completed traffic stripe must not deviate from the width shown by more than ¼ inch on a tangent alignment and ½ inch on a curved alignment.

The length of the gaps and individual stripes that form a broken traffic stripe must:

- 1. Not deviate by more than 2 inches from the lengths shown.
- 2. Be uniform throughout the entire length of each broken traffic stripe so that a normal striping machine will be able to repeat the pattern and superimpose successive coats on the applied traffic stripe.

3. A completed pavement marking must comply with the dimensions shown and have well-defined edges without running or deformation.
4. A complete thermoplastic traffic stripe or thermoplastic pavement marking must be free of runs, bubbles, craters, drag marks, stretch marks, and debris.

XII. Surface Preparation:

1. Use mechanical wire brushing to remove dirt, contaminants, and loose material from the pavement surface that is to receive the traffic stripe or pavement marking.
2. Use abrasive blast cleaning to remove laitance and curing compound from the surface of new concrete pavement that is to receive the traffic stripe or pavement marking.
3. Where a new traffic stripe joins an existing traffic stripe, allow enough distance between the new and existing striping patterns to ensure continuity at the beginning and end of the transition.

XIII. Application of Stripes and Markings:

1. Apply thermoplastic for a pavement marking with a stencil or a preformed marking.
2. Apply paint for a pavement marking with a stencil and hand spray equipment.
3. You may use permanent tape for a traffic stripe or a pavement marking instead of paint or thermoplastic. The permanent tape must be on the Authorized Material List. If permanent tape is used for a traffic stripe or a pavement marking, apply the tape under the manufacturer's instructions.
4. Immediately remove drips, overspray, improper markings, paint, and thermoplastic tracked by traffic using an authorized method.
5. Apply a traffic stripe or a pavement marking to a dry surface during a period of favorable weather when the pavement surface is above 50 degrees F.
6. The glass beads must be embedded in the coat of paint or thermoplastic to a depth of ½ their diameters.
7. Verify the rate of glass beads application by stabbing the glass bead tank with a calibrated rod.

XIV. Painted Traffic Stripes and pavement Markings

XV. Submittals: For each batch of paint, submit:

1. Certificate of Compliance.

XVI. Materials:

1. The paint for traffic stripes and pavement markings must comply with the specifications for the paint type and color shown in the following table:

Paint Type	Color	Specification
Waterborne traffic line	White, yellow, and black	State Specification PTWB-01R2
Acetone-based	White, yellow, and black	State Specification PT-150VOC(A)
Waterborne traffic line for the international symbol of . accessibility and other curb markings	Blue, red, and green	Federal Specification TT-P-1952E

2. The color of painted traffic stripes and pavement markings must comply with ASTM D 6628.

XVII. Mixing:

1. Mix the paint by mechanical means until it is homogeneous. Thoroughly agitate the paint during its application.

XVIII. Application Equipment:

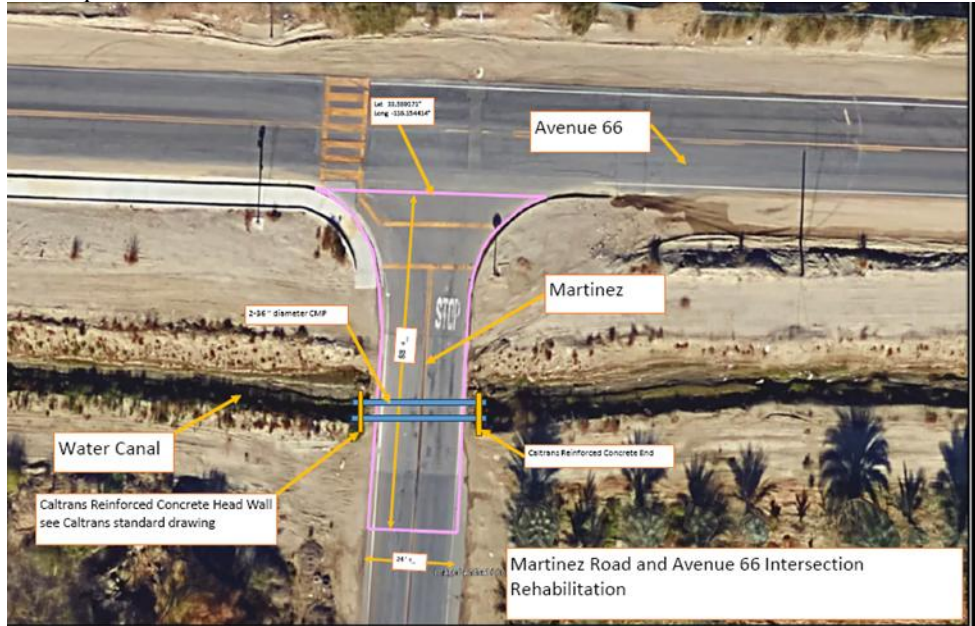
- a. Use mechanical means to paint traffic stripes and pavement markings and to apply glass beads for traffic stripes.
- b. The striping machine must be capable of superimposing successive coats of paint on the 1st coat and upon existing stripes at a speed of at least 5 mph.
- c. The striping machine must:
 1. Have rubber tires.
 2. be maneuverable enough to produce straight lines and normal curves in true arcs.
 3. be capable of applying traffic paint and glass beads at the specified rates.
 4. Be equipped with:
 - 4.1 Pointer or sighting device at least 5 feet long extending from the front of the machine.
 - 4.2 Pointer or sighting device extending from the side of the machine to gage the distance from the centerline for painting shoulder stripes.
 - 4.3 Positive acting cutoff device to prevent depositing paint in gaps of broken stripes.
 - 4.4 Shields or an adjustable air curtain for line control.
 - 4.5 If pneumatically operated, pressure regulators and gages that is in full view of the operator.
 - 4.6 Paint strainer in the paint supply line.
 - 4.7 Paint storage tank with a mechanical agitator that operates continuously during painting activities.
 - 4.8 Glass bead dispenser located behind the paint applicator nozzle that is controlled simultaneously with the paint applicator nozzle.
 - 4.9 Calibrated rods for measuring the volumes of paint and glass beads in the paint and glass bead tanks.

XIX. Air-atomized spray equipment must:

1. Be equipped with oil and water extractors and pressure regulators.
2. Have adequate air volume and a d compressor recovery capacity.
3. Have properly sized orifices and needle assemblies for the spray gun tip.
 - A. Where the configuration or location of a traffic stripe is such that the use of a striping machine is not practicable, you may apply the traffic paint and glass beads by other methods and equipment if authorized. The Engineer determines if the striping machine is practicable for a particular use.
 - B. For existing surfaces, apply traffic stripes and pavement markings in 1 coat.
 - C. For a new surface, except the black stripe between the 2 yellow stripes of a double traffic stripe, apply traffic stripes and pavement markings in 2 coats. The 1st coat of paint must be dry before applying the 2nd coat.
 - D. Paint a 1-coat, 3-inch-wide black stripe between the two 4-inch-wide yellow stripes of a double traffic stripe.
 - E. If the two 4-inch-wide yellow stripes are applied in 2 coats, apply the black stripe concurrently with the 2nd coat of the yellow stripes.

- F. Apply each coat of paint for any traffic stripe in 1 pass of the striping machine, including the glass beads, regardless of the number, width, and pattern of the individual stripes.
 - G. Do not paint traffic stripes and pavement markings if:
 - 1. Freshly painted surfaces could become damaged by rain, fog, or condensation.
 - 2. Atmospheric temperature could drop below 40 degrees F for acetone-based paint and 50 degrees F for waterborne paint during the drying period.
- 4.1.2.9. The contractor acknowledges that in accordance with the required specifications reference in Caltrans 2024 Sections 84 and the Caltrans Standard Plan 2024 regarding the Permanent Pavement Markings should be adhere to their Specifications Requirements.
- 4.1.2.10. The contractor must review these drawings provided by the Bureau of Indian Affairs Regional Office. Please see and click on the provided link to view the drawings:
[RFP 10323 - BIA Drawings per Permanent Pavement Marking.pdf](#)
- 4.1.2.11. **Contractor Coordination with Tribal Agency:**
- 4.1.2.12. The awarded contract will be between the Tribe (owner) and the contractor. The Bureau of Indian Affairs Regional Office will provide oversight and technical assistance only. The Bureau of Indian Affairs Regional Office representative may offer recommendations, while the Tribe will issue all approvals and direction.
- 4.1.2.13. **Inspections:** Performed for the benefit of the Tribe and the Bureau of Indian Affairs and do not relieve the contractor of responsibility for quality control. Coordination with the Bureau of Indian Affairs Regional Office representative will be required when scheduling inspections.
- 4.1.2.14. The contractor understands that communication throughout the project for the Tribe shall be maintained and conducted with the Project Manager. All questions, concerns, and matters related to the Martinez Road Culvert Replacement Project will be addressed with due diligence.
- 4.1.2.15. **Tribal Street Location and Google Maps Longitude & Latitude Location:**
- 4.1.2.16. Torres Martinez Desert Cahuilla Indians: The Tribe will give the address, if applicable and Google Longitude and Latitude Map Location to bidders for the project. The bidder or awarded contractor must check the exact location when submitting their proposals and acknowledges where the services will be provided to the Tribe.
- 4.1.2.17. The following map is the general location of the project that will need to be performed.
- 4.1.2.18. **Google Longitude & Latitude Coordinates:** 33.569150, -116.154428 - Street Area.
- A. **Street Location:** At the cross street names of Ave. 66th & Martinez Road, City; Thermal, CA 92274.
 - B. **Street Closure:** The Martinez Road Culvert Replacement Project requires that the Martinez Road will need to be closed off to the public during project is performed.
- 4.1.2.19. **Tribal Road Program: Ave 66th & Martinez Photos**
- 4.1.2.20. The Tribal Roads and Facilities department has provided for Bidders a visual of the location on where the Martinez Road Culvert will need to be serviced. The following photos are related to the location as described in this RFP request.

Photo 1 – Ave 66th & Martinez Road – Culvert Work Area Description.



A. Photo 2 – Street View of Martinez Road Culvert & Ave 66th.



B. Photo 3 – West side of Martinez Road of Culvert.



C. Photo 4 – East side of Martinez Road of Culvert.



- 4.1.2.21. The Contractor must have licenses, permits, and certification permitted and issued by the Tribe, State of California or out of State credentials to work within the State of California.
- 4.1.2.22. **Tribal Applicable Fees: RFP and contract awarded Agreement:**
- 4.1.2.23. As part of the RFP and contract awarded to the potential bidder on submitting their proposal to the Tribe. The Tribe has applicable fees a vendor will need to abide by regarding this RFP project. These fees, if applicable will be part of the awarded contract and the contractor must contact the designated departments. It is the due diligence of the contractor anticipate these fees.
- 4.1.2.24. **TERO FEES:** Contractor shall be responsible **for paying up to 5% TERO Fees** arising from this Agreement and shall be responsible for maintaining the provisions set forth by the TERO representative in order to fulfill the obligations of this Agreement. Failure to procure and maintain a TERO Business Permit shall be deemed a violation of this contract and work may be halted by TERO until fees are paid.
- TERO Contact: Richard Gallardo, TERO Compliance Manager**
Phone: (760) 397-0300, Ext. 11000
Email: rgallardo@tmdci-nsn.gov
- 4.1.2.25. **Planning Commission Fees:** Contractor shall be responsible for paying all Planning Commission Fees to the Tribe arising from this Agreement and shall be responsible for complying with the provisions set forth by the Planning representative in order to fulfill the obligations of this Agreement. Failure to obtain and maintain a valid Planning Commission Permit shall be deemed a violation of this contract, and work may be halted by the Planning Department until a valid Planning Commission Permit is obtained, all fees are paid, and all provisions are met.
- Planning Contact: Robert Powell, Planning Director**
Phone: (760) 397-0300, Ext. 12054
Email: rpowell@tmdci-nsn.gov
- 4.1.2.26. **Cultural and Monitoring Fees:** Contractor shall be fully responsible for payment of all Cultural and Monitoring Fees arising from this agreement for any disturbance of Tribal land or property. Contractor shall strictly comply with all requirements, directives, and conditions issued by the Cultural Resources representative and ensure full adherence to all applicable Tribal Cultural resource standards. Failure to remit such fees to the Tribe shall constitute a violation of this Agreement. The Cultural Resources Department is authorized

to suspend Work immediately until all required fees have been paid and all compliance obligations have been satisfied.

Cultural Resources Contact: Abraham Becerra, Cultural Resources Coordinator

Phone: (760) 397-0300, Ext. 70656

Email: Abecerra@tmdci-nsn.gov

4.1.2.27. **Permit Required with CVWD (Coachella Valley Water District):** Selected contractor will have to apply for a Coachella Valley Water District – CVWD Construction Encroachment Permit prior to starting work. Web Address: EngineeringROW@CVWD.org

4.1.2.28. **Pre-Bid Meeting and Scheduling**

4.1.2.29. The Facilities Department staff members will meet with Bidders individually to review project questions and provide a thorough understanding of the expectations of the Martinez Road Culvert Replacement Project.

4.1.2.30. The meetings will be individually scheduled with each business or company during this time to meet with the Tribal staff. Please schedule and email your request with the RFP administrator: Juan Gonzales at jgonzales@tmdci-nsn.gov

4.1.2.31. **Pre-Bid Meeting – Schedule Date: Thursday, July 9th, 2026.**

4.1.2.32. **Closeout and Hand-Off**

4.1.2.33. Monitoring of progress, the contractor must be able to work with tribal personal and if any questions arise, so that the work progress shall not be interrupted.

4.1.2.34. After the contractor has completed their agreed project task. The contractor shall meet with the tribal representatives, such as the requesting Department Director or Manager, TMDCI administrative management on the work completion and Tribe's acceptance of work.

4.1.2.35. The contractor understands a final meeting will be conducted, at which point both parties can agree the work is complete and make any other adjustments to complete the work.

4.2. Insurance Requirements

4.2.1.1. The following are the insurance requirements which will be included in the contract executed based on this RFP.

4.2.1.1.1. Proposer shall maintain workers compensation insurance, comprehensive public liability insurance of not less than \$1,000,000 for any one occurrence and comprehensive automobile insurance, errors and omissions or professional liability insurance, and any other coverage as necessary to indemnify the Tribe from the action of the Consultant or any of their sub-Contractors or associates.

4.3. Tribal Fees

4.3.1. Selected Bidder may be required to pay Tribal Fees, as applicable, that arise out of the Agreement including but not limited to TERO fees, Cultural Preservation and Monitoring Fees, and Planning Permit Fees. See exhibit article 3.1.2.22. Tribal Applicable Fees.

4.4. Commitment and Extension of Work

4.4.1. An agreement contract will be **a maximum period of thirty (30) days** is anticipated for the project.

4.4.2. TMDCI may extend any agreement awarded at its sole discretion for no more than additional periods of one year.

4.4.2.1. A new BPO will be issued for each additional year extended, if applicable.

- 4.4.2.1.1. **Extension Request** – All extension requests beyond completion date must be submitted in writing thirty (30) days prior to deadline to the RFP Administrator, Director of Procurement, and Tribal Chairperson.

4.5. *Materials and Deliverables*

- 4.5.1. All materials required to complete this RFP shall be the responsibility of the contractor.
- 4.5.2. All reports produce, documentation, and office materials must be submitted to requesting Department Manager of the RFP request and Tribal Administrator.

4.6. *Proposal Format*

- 4.6.1. In order to facilitate the evaluation of proposal and allow the best comparisons each proposal must include the following information presented in the order and format shown below: (All components and information are required)
 - 4.6.1.1. Title Page: Please state Invitation for Bids/Request for Proposal (IFB/RFP subject and IFB/RFP number) in your proposal. Please state your name and/or the business name including address, telephone number, fax number, email address, name of contact person and name of person with authority to sign Agreements. Please place the date on your proposal. TMDCI will not be responsible for any change in this information unless notification in writing is received.
 - 4.6.1.2. Cover Letter: Please provide a one- or two-page letter stating your understanding of the work to be done and making a positive commitment to perform the work within the time period required. A principle or officer of the firm authorized to execute contracts or other similar documents on the firm's behalf must sign the letter.
 - 4.6.1.3. Table of Contents: If proposal contains more than ten (10) pages please provide a clear identification of sections and documents in the proposal listed by page number.
 - 4.6.1.4. Profile: Please include if applicable, number of partners, managers, supervisors, seniors, and other staff. If applicable, identify all subcontractors necessary to conduct the project. Describe the range of activities performed by you or your business/firm, including capability to fulfill the specifics of the project (i.e.. Staff, equipment, workload etc.) Upon request, provide financial information which may include financial statements, audits and other information sufficient for TMDCI to determine the stability of your business.
 - 4.6.1.5. Approach: Please provide a clear description of the approach and method to be used for implementing the statement of work.
 - 4.6.1.5.1. Organization and Management: Please state tasks and work to be performed and identify the person or the project team that will complete the tasks and work identified. Subcontractors must be included if any will be used on the project and tasks or work to be performed by the subcontractors must be stated.
 - 4.6.1.6. Qualifications and Experience: Include a list of personnel to be used on this project and the qualifications of each person. For you and key personnel please provide: resume, including education, background, accomplishment and other pertinent information. If there are no key personnel, employees, or subcontractors then please just state information requested about yourself and your business. Please include a list of successful awards you have attained as well as a list of funding agencies you have worked with.
 - 4.6.1.7. Specialized or specific Qualifications and Experience: State professional and company experience which is relevant to the proposed project; i.e. experience working with TMDCI or other Government agencies and especially with other American Indian Tribal Governments or Tribal Organizations.

4.6.1.8. An employer ID or SSN must be provided for purposes of vendor clearance on the Excluded Parties List System. Submit W-9 – Form may be downloaded and printed from the IRS web site: <https://www.irs.gov/pub/irs-pdf/fw9.pdf>

4.6.1.9. Native American Enterprises Qualification Statement must be submitted with bid on the TMDCI website to download the NAEQ statement as follows:

Use the link to download Qualification Statement:

<https://torresmartinez.org/rfp-rfq/>

4.6.2. Cost Proposal

4.6.2.1. **Cost proposal must include the grand total amount for all services as outlined in the Scope of Work. This rate must be all-inclusive of any/all related fees**, including but not limited to: travel fees, mileage, training costs, registration fees, lodging fees. Please provide as much detail as you believe will assist in evaluation of your proposal. A detailed itemized cost statement must be submitted.

4.6.2.1.1. **Proposals that do not include a total amount for all services as outlined in the Scope of Work will be Rejected.**

4.6.2.2. TMDCI will not be liable for any costs incurred by the Proposer in the preparation and presentation of proposals submitted in response to this RFP.

4.7. Independent Contractor

4.7.1. Contractor is an independent contractor and is not an employee, partner, or co-venture of, or in any other service relationship with, the Tribe. The manner in which Contractor's services are rendered shall be within Contractor's sole control and discretion. Contractor is not authorized to speak for, represent, or obligate the Tribe in any manner without the prior express written authorization from the Tribal Chairperson.

4.7.2. Contractor shall be responsible for all taxes arising from compensation and other amounts paid under this Agreement, and shall be responsible for all payroll taxes and fringe benefits of Contractor's employees. Neither federal, nor state, nor local income tax, nor payroll tax of any kind, shall be withheld or paid by the Tribe on behalf of Contractor or its employees. Contractor understands that it is responsible to pay, according to law, Contractor's taxes and Contractor shall, when requested by the Tribe, properly document to the Tribe that any and all federal and state taxes have been paid.

4.7.3. Contractor and Contractor's employees will not be eligible for, and shall not participate in, any employee pension, health, welfare, or other fringe benefit plan, of the Tribe. No workers' compensation insurance shall be obtained by Tribe covering Contractor or Contractor's employees.

5. Confidential Information

5.1. Obligation of Confidentiality

5.1.1. In performing consulting services under this Agreement, Contractor may be exposed to and will be required to use certain "Confidential Information" (as hereinafter defined) of the Tribe. Contractor agrees that Contractor and Contractor's employees, agents or representatives will not, use, directly or indirectly, such Confidential Information for the benefit of any person, entity or organization other than the Tribe, or disclose such Confidential Information, except to the extent necessary to perform the services, without the written authorization Tribal Chairperson Tribe, either during or after the term of this Agreement, for as long as such information retains the characteristics of Confidential Information.

5.2. *Definition of “Confidential Information”*

5.2.1. “Confidential Information” shall include information not generally known, and proprietary to the Tribe or to a third party for whom the Tribe is performing work, including, without limitation, information concerning any patents or trade secrets, confidential or secret designs, processes, formulae, source codes, plans, devices or material, research and development, proprietary software, analysis, techniques, materials or designs (whether or not patented or patentable), directly or indirectly useful in any aspect of the business of the Tribe, any vendor names, customer and supplier lists, databases, management systems and sales and marketing plans of the Tribe, any confidential secret development or research work of the Tribe, or any other confidential information or proprietary aspects of the business of the Tribe. All information which Contractor acquires or becomes acquainted with during the period of this Agreement, whether developed by Contractor or by others, which Contractor has a reasonable basis to believe to be Confidential Information, or which is treated by the Tribe as being Confidential Information, shall be presumed to be Confidential Information.

5.3. *Property of the Tribe*

5.3.1. Contractor agrees that all plans, manuals and specific materials developed by the Contractor on behalf of the Tribe in connection with services rendered under this Agreement, are and shall remain the exclusive property of the Tribe. Promptly upon the expiration or termination of this Agreement, or upon the request of the Tribe, Contractor shall return to the Tribe all documents and tangible items, including samples, provided to Contractor or created by Contractor for use in connection with services to be rendered hereunder, including without limitation all Confidential Information, together with all copies and abstracts thereof.

6. **Method of Payment**

6.1. *Purchase Order Issuance*

6.1.1. Upon award of this RFP, Contractor shall be issued a Blanket Purchase Order Number (BPO) for the purpose of billing in regard to this RFP.

6.2. *Payment*

6.2.1. **Payment and Submission of Invoices**

- 6.2.1.1. Payment for work performed under this Agreement will not exceed the agreed upon amount, unless additional payments are agreed upon in advance and in writing, signed by both the Tribe and the consultant.
- 6.2.1.2. Expenditures under agreements awarded pursuant to the RFP must be invoiced and supported by documentation.
- 6.2.1.3. The contractor must submit each invoice in sufficient detail to document the project’s progress, including any applicable attachments, attendance logs and work logs.
- 6.2.1.4. No advance payments will be made to the Service Provider, who must have the capacity to meet all project expenses in advance of payments by TMDCI.
- 6.2.1.5. Invoices may not be accepted on more frequent intervals than once per month. Invoices requesting payment will be prepared and submitted and contain the following information: Agreement number, description of services, time spent on each task and total cost for services.
- 6.2.1.6. Invoices are to be reviewed and approved by the Tribal Administrator.
- 6.2.1.7. Contractor shall be paid within 30 days (**Net 30**) of Tribe’s receipt of approved invoice.

6.2.2. Remit to Address:

TMDCI – Finance Department
P.O. Box 1069, Thermal, CA 92274
Attn: Accounts Payables (CA# _____ /PO# _____ /RFP# _____)

6.2.3. Invoice Format:

- 6.2.3.1. **Project name: Martinez Road Culvert Replacement Project.**
- 6.2.3.2. Purchase Order number and Contract Agreement Number: [To be issued upon award of **RFP # 10323**]
- 6.2.3.3. RFP and Contract number must be on invoice.
- 6.2.3.4. All Invoices will be reviewed by the Facilities, Project Manager for approval of services and payment to vendor.

6.3. Delivery of Proposal

6.3.1. Method of Delivery on Proposals and should be sent to:

- 6.3.1.1. **By USPS Certified Mail, FedEx Delivery, UPS Delivery, DHL Delivery or Hand Delivery – Proposal Copies should be Ten (10) individually sealed copies of the Proposal must be sent by certified carrier, mailed or hand delivered to the Procurement Department: Contracts Coordinator.**

US Mail: Juan Gonzales, Contracts Coordinator
Torres Martinez Desert Cahuilla Indians
Procurement Department
P.O. Box 1160, Thermal, CA 92274
RFP # 10323 – Martinez Road Culvert Replacement Project

**Express Mail/
Hand Delivery:** Juan Gonzales, Contracts Coordinator
Torres Martinez Desert Cahuilla Indians
Procurement Department
66-725 Martinez Road
Thermal, CA 92274
RFP # 10323 – Martinez Road Culvert Replacement Project

**Any Proposal Submission received after the due date:
JULY 23rd, 2026, by 5:00 P.M. (PST) by office closing time.**

7. Evaluation Procedures

7.1. Evaluation Criteria

- 7.1.1. **Evaluation Team** – The evaluation team shall be composed of Tribal Council members and representatives from TMDCI. The evaluation team shall be charged to review the proposals and select a Vendor for this RFP.
 - 7.1.1.1. Evaluations will be based on overall services, qualifications and cost presented in the proposal.

7.1.1.2. An interview/presentation may be conducted with a person(s) or business(es) submitting a proposal selected as finalist(s) to offer an opportunity for the person or business submitting a proposal to present the proposal and explain or clarify aspects of the proposal. Unless otherwise agreed, the interview/presentation will be scheduled at the TMDCI Headquarter in Thermal, California and will be at the discretion of the Tribe.

7.1.2. Award

7.1.2.1. Award will be made to the responsible and responsive bidder(s) whose bid meets the requirements specified in the RFP and, if needed, interviews, determining the best value and service to TMDCI. An award will be made on a competitive basis based on a 200-point distribution system in combination with the results of interviews held with finalists, as applicable.

The 200 Point Award System for this RFP

Grading Criteria	Point	%
Cost / Price	50	25%
Experience with similar projects	50	25%
Qualifications / Credentials	30	15%
Experience working with Native American Tribes	30	15%
Schedule and ability to meet deadlines and operational requirements as requested / Flexibility	30	15%
Indian Preference (see 6.1.3.)	10	5%
Total	200	100%

7.1.3. Indian Preference and Employment Training

- 7.1.3.1. This RFP is open to all qualified Applicants.
- 7.1.3.2. Indian Preference – that contractor is a Tribal organization or an Indian-owned Economic Enterprise with not less than fifty-one percent (51%) Native American ownership.
- 7.1.3.3. Bids no more than five (5) % higher than the lowest bid or 10 additional points for preference or for statement regarding training and employment of Indians.
- 7.1.3.4. TMDCI encourages minority-owned and women-owned businesses, socially and economically disadvantaged business enterprises and small businesses to submit proposals or to participate as partners.

7.1.4. Discussions and Best and Final Offer

- 7.1.4.1. Acceptance of Proposal – The Tribe may, at its sole discretion, either accept an Applicant’s initial proposal by award of an Agreement for a Contract or enter into discussion with any Applicant(s) whose proposals are deemed to be reasonable and capable of being considered for award. After discussions are concluded, an Applicant may be allowed to submit a “Best and Final Offer” for consideration.
- 7.1.4.2. If a bid is received from at least one qualified and registered Indian-owned organization or Indian-owned economic enterprise, in which the Native American ownership is at least fifty-one percent (51%), and it is within five (5) % of the bid of the lowest qualified bidder, the Contract will be awarded to the qualified registered Indian-owned organization or the qualified registered Indian-owned economic enterprise.
- 7.1.4.3. The Agreement or Contract will be awarded to the best-qualified bidder whose proposal does not exceed the amount of funds estimated by TMDCI to be available for the project.

TMDCI reserves the right to reject any and all bids. The decision of TMDCI shall be final and not subject to appeal.

7.1.5. **Negotiations**

7.1.5.1. Disclaimer – Provisions not addressed by this RFP will be negotiated with the Contractor once an award has been made.

8. **Attachments**

8.1.1. Remarks on Attachments – The attachments are hereby made a part of this RFP to Indian Preference:

8.1.1.1. Attachment - Native American attachment reference or affiliation statement must be submitted with bid if claiming native preference, as described in exhibit 6.1.3. Indian Preference.

8.1.1.1.1. The Indian Preference attachment document must be a required form that must identify the member's tribal identification number and the name of the tribal affiliation for Indian Preference, and it must be submitted with the Bid Proposal.