



REQUEST FOR PROPOSALS

REDEVELOPMENT OF THE “OLD CASINO” PROPERTY AND ASSOCIATED MARINA INFRASTRUCTURE

RFP No.: CIT-RFP-OC-2026-01

Issue Date: 6-18-2026

Proposal Due Date/Time: 8-18-2026, at 4:00 PM (Pacific Time)

Submission Method: See Section 10.

Point of Contact: Tribal Planner (see Subsection 1.4)

1. INTRODUCTION AND OVERVIEW

1.1 Purpose of this RFP

1.1.1 The Chemehuevi Indian Tribe (the “Tribe”) issues this Request for Proposals (“RFP”) to solicit proposals from qualified development teams (“Proposers”) to redevelop and operate the Tribe’s former casino facility commonly referred to as the “Old Casino,” together with certain related site and marina infrastructure work as described in this RFP (collectively, the “Project”).

1.1.2 The Tribe’s objectives include:

- (A) Full redevelopment of the Old Casino facility (preferred), with the Tribe also open to partial redevelopment or phased redevelopment;
- (B) Long-term economic benefit to the Tribe;
- (C) Delivery by an experienced, well-capitalized development team;

- (D) A clear, enforceable schedule with early stabilization; and
- (E) Protection of the Tribe’s legal and financial interests.

1.1.3 Effective Date. For purposes of this RFP, the term “Effective Date” means the date on which the Tribe and the selected Proposer (or its approved contracting/lessee entity) execute a final written definitive agreement governing the Project (e.g., a development agreement, lease, management agreement, or other negotiated instrument), after all required Tribal approvals have been obtained. If the definitive agreement is executed in counterparts or on different dates, the Effective Date is the latest date of execution by the Parties. If the Tribe issues a written notice to proceed or similar written authorization prior to execution of the definitive agreement, such notice does not establish the Effective Date unless the notice expressly states otherwise in writing.

1.2 Transaction Structures Considered

- 1.2.1** The Tribe is open to evaluating multiple transaction structures, including:
- (A) A development agreement and lease (preferred structure for enforceable milestones);
 - (B) A ground lease or building lease with mandatory development milestones;
 - (C) A non-gaming management agreement (property operations) with capital obligations and enforceable performance security; and/or
 - (D) Another structure proposed by the Proposer, provided it clearly allocates responsibilities, risk, and deliverables in a manner protective of the Tribe.
- 1.2.2** The Tribe may approve a lease under either the Tribe’s HEARTH Act leasing ordinance/regulations or through conventional federal leasing processes, in the Tribe’s sole discretion.

1.3 Prohibition on Proposer-Initiated Gaming; Reserved Tribal Rights

- 1.3.1** Proposers shall not include any gaming component (Class II, Class III, or otherwise) as part of their proposed concept, operations plan,

or financial model, and shall not propose any gaming management, gaming operation, or gaming-related revenue stream.

- 1.3.2** The Tribe reserves the right, at its sole discretion, to discuss and negotiate limited tribal gaming operations at a later time as part of an ultimate agreement structure, if the Tribe determines such discussions are appropriate and lawful. Nothing in this RFP obligates the Tribe to pursue gaming at the Old Casino property.

1.4 Single Point of Contact; Communications

- 1.4.1** All communications regarding this RFP shall be directed only to the Tribe's Tribal Planner (the "RFP Contact") at:

planner@cit-nsn.gov
(760)284-3795 x221
1980 Palo Verde, Havasu Lake, CA 92363.

- 1.4.2** Proposers shall not contact other Tribal officials, employees, consultants, or representatives regarding this RFP except as expressly authorized by the RFP Contact. Unauthorized contacts may result in disqualification.

- 1.4.3** Reference Materials. Certain reference materials, if available, may be provided only to registered Proposers upon request and subject to Section 2.4 (Secure Data Room / On-Site Review). The Tribe does not publicly distribute such materials with this RFP.

1.5 Reservation of Rights; No Obligation

- 1.5.1** The Tribe reserves the right, in its sole discretion, to:

- (A) Reject any or all proposals, waive minor informalities, and reissue or cancel this RFP;
- (B) Request clarifications, additional information, presentations, interviews, or best-and-final offers;
- (C) Negotiate with one or more Proposers in any manner the Tribe deems appropriate;
- (D) Select a Proposer for negotiations without awarding a contract or lease;

- (E) Modify the Project scope, schedule, and procurement process by written addendum.

- 1.5.2 This RFP is not an offer to lease or contract. The Tribe shall not be bound unless and until a final written agreement is approved by the Tribe through its required governmental approval process and executed by authorized signatories.

2. PROJECT DESCRIPTION AND SCOPE

2.1 The Site and Premises (Bidder-Confirmed)

- 2.1.1 The Project includes the Old Casino building and associated improvements historically used for casino, bar, restaurant, and live entertainment operations, together with related site areas as necessary for redevelopment and operations.
- 2.1.2 The land is held in trust status. Any legal descriptions, surveys, sketches, site plans, drawings, reports, or similar materials that the Tribe may make available (if at all) are for informational purposes only, may be outdated or incomplete, and are not representations or warranties of the current legal description, the full project area, any marina/shoreline elements, or any area required for staging, access, utilities, or permitting. Each Proposer is solely responsible for verifying and confirming all legal description(s), boundaries, land status, and any required project area (including any waterward and marina-related areas) through its own surveys, investigations, and coordination with the Tribe and applicable authorities.
- 2.1.3 The precise boundaries of the leased premises and/or project area (including any marina or shoreline components) are not guaranteed by the Tribe at this stage and shall be confirmed by the selected Proposer through surveys, title/land status verification, and agency coordination as part of Proposer's due diligence and permitting.
- 2.1.4 The Tribe will consider reasonable adjustments to the project area as part of negotiations, provided they protect marina operations, Tribal interests, and legal requirements.

2.2 As-Is Offering; No Tribal Due Diligence

2.2.1 The Tribe is offering the Project **AS-IS, WHERE-IS, WITH ALL FAULTS**, and will not provide additional due diligence at this time beyond the reference materials identified in this RFP.

2.2.2 Each Proposer is solely responsible, at its own cost and risk, to:

- (A) Conduct all inspections, tests, surveys, investigations, and assessments it deems necessary (including: environmental; structural; mechanical, electrical, and plumbing (“MEP”); geotechnical; marine; code; accessibility; utilities capacity; and hazardous materials);
- (B) Verify all facts and assumptions on which its proposal is based; and
- (C) Determine all approvals and permitting requirements and timelines.

2.3 Required Scope of Work (Minimum Requirements)

2.3.1 Building Redevelopment.

- (A) Proposer shall propose a redevelopment program for the Old Casino facility, with full redevelopment preferred. Partial redevelopment and phased redevelopment are permitted if the proposal is feasible, financially sound, and consistent with the Tribe’s long-term objectives.
- (B) Proposer shall include an operations plan for the redeveloped facility.

2.3.2 Marina Infrastructure Work (Included in Project Scope).

- (A) The Project scope includes marina and shoreline infrastructure work that may include, without limitation, repair, rehabilitation, and/or replacement (as necessary) of:
 - (i) a seawall and/or breakwater wall and related shoreline protection infrastructure; and
 - (ii) at least one (1) row of dock slips and related dock structures on what is known as “Dock A”. Dock A currently has courtesy slips for approximately five (5) tribal and/or emergency vessels. A repair and replacement or redesign of Dock A for optimal revenue generation is strongly recommended. The Tribe will also consider including additional slips from other Docks (e.g.,

Docks B-D) as part of the Project scope if commensurate with the Project plan.

- (B) The Tribe's intent is that any such work shall be planned and executed so as not to interfere with the current marina configuration and ongoing marina operations; however, the current condition, ownership responsibilities, precise configuration constraints, and scope are bidder-confirmed and shall be addressed as required deliverables in the proposal and early milestones.

2.3.3 Non-Interference Requirement (Marina).

- (A) The marina is currently operating and occupied.
- (B) Proposer shall include a "Marina Non-Interference and Continuity Plan" describing how Proposer will: (i) maintain safe access and continued operation to the maximum extent feasible; (ii) phase and stage work to reduce closures and impacts; and (iii) coordinate communications and safety plans with the Tribe and marina stakeholders as directed by the Tribe.

2.4 **Reference Materials; Secure Data Room and/or On-Site Review (If Available)**

- 2.4.1** The Tribe may, in its sole discretion, make certain reference materials available to registered Proposers upon request and subject to the Tribe's access protocols. Such materials, if made available, may be provided (A) through a secure electronic data room, (B) through supervised on-site review, and/or (C) in another controlled manner designated by the Tribe.
- 2.4.2** Any reference materials made available under this Subsection 2.4 are provided strictly for proposal preparation purposes and are information-only. The Tribe makes no representation or warranty regarding completeness, accuracy, currentness, suitability, or fitness for any purpose.
- 2.4.3** Proposers remain solely responsible for conducting their own due diligence and investigations, including all inspections, tests, surveys, and assessments necessary to verify site conditions and requirements.

- 2.4.4** No Reliance. Proposers shall not rely on any reference materials made available by the Tribe as a substitute for Proposer's independent investigations, final design, or construction means and methods.
- 2.4.5** No Redistribution/Limited Use. Any reference materials provided under this Subsection 2.4 may be used only for the purpose of preparing a proposal and shall not be reproduced, distributed, publicly posted, or otherwise shared outside the Proposer's internal team and its professional advisors/consultants who have a need to know and who are bound by confidentiality and no-redistribution requirements. Proposers shall comply with any additional access terms imposed by the Tribe as a condition of access.
- 2.4.6** The Tribe may condition access to reference materials on execution of a separate Data Room and/or On-Site Review Acknowledgment in a form acceptable to the Tribe.

3. MANDATORY DAY 1-90 STABILIZATION MILESTONES

3.1 Purpose

- 3.1.1** The Tribe requires a mandatory early stabilization period to prevent further deterioration, reduce risk, and establish a reliable redevelopment and permitting pathway.

3.2 Day 1-90 Deliverables (Minimum)

- 3.2.1** Within thirty (30) calendar days after the Effective Date of the definitive agreement (or other date required by the Tribe), Proposer shall deliver:
- (A)** A site security and safety plan (including restricted areas, signage, and hazard controls);
 - (B)** Proof of insurance meeting Section 7 requirements;
 - (C)** A condition assessment workplan identifying all inspections/testing/surveys to be performed (building and marina);

(D) An initial stabilization work plan addressing immediate hazards and active deterioration risks (including water intrusion mitigation measures);

(E) A permitting matrix identifying likely approvals, agencies, and critical path items.

3.2.2 Within sixty (60) calendar days after the Effective Date, Proposer shall deliver:

(A) An updated site security and safety plan (if revisions are required based on findings);

(B) Preliminary findings from structural/MEP/building envelope assessments;

(C) Preliminary marina infrastructure findings (including planned underwater/structural inspections and slip continuity plan);

(D) A proposed phasing/staging plan for redevelopment and marine work consistent with non-interference expectations;

(E) A draft redevelopment schedule with critical path milestones.

3.2.3 Within ninety (90) calendar days after the Effective Date, Proposer shall deliver:

(A) A consolidated “Baseline Conditions Report” (building and marina), including photos and summary of known hazards;

(B) A “Stabilization Completion Report” documenting completed stabilization actions and remaining near-term work;

(C) A finalized permitting plan and schedule, including anticipated submissions and agency interactions;

(D) A schematic redevelopment concept package (site plan, program, preliminary massing/layout as applicable);

(E) An updated pro forma and financing plan based on the Baseline Conditions Report.

3.3 Enforcement; Security for Stabilization

3.3.1 The Tribe will require performance security to ensure completion of Day 1–90 deliverables. The Tribe prefers one or more of the following, subject to negotiation:

- (A) A letter of credit (“LOC”) payable to the Tribe;
- (B) A performance bond issued by a surety acceptable to the Tribe; and/or
- (C) A parent guaranty (if a special purpose entity is used).

3.3.2 Failure to timely complete Day 1–90 deliverables shall constitute a material default under the definitive agreement and shall entitle the Tribe to remedies, including termination, step-in rights, or calling security, as negotiated.

4. PERMITTING, APPROVALS, AND COMPLIANCE

4.1 Proposer Responsibility for All Approvals

4.1.1 Proposer is solely responsible for identifying, obtaining, and maintaining all approvals, authorizations, permits, and licenses required for redevelopment and for marina/shoreline work, including in-water work approvals if applicable.

4.1.2 Proposer shall include permitting in its proposal scope, budget, and schedule as a hard requirement.

4.2 Compliance with Tribal Law and Tribal Processes

4.2.1 Proposer must comply with all applicable Tribal laws, rules, policies, and directives applicable to the Project.

4.2.2 Proposer must coordinate all permitting and approvals with the Tribe through the RFP Contact or other Tribal designee.

4.3 Environmental and Cultural/Historic Resources

- 4.3.1 Proposer assumes responsibility for all environmental review, assessments, surveys, and mitigation required for approvals, including those related to in-water work and shoreline resources.
- 4.3.2 If any cultural, archaeological, or historic resources are encountered, Proposer shall immediately stop work in the vicinity and follow Tribe-directed procedures.

4.4 Non-Interference with Tribal Governance; Prohibited Political Activity; Disclosure of Financial Arrangements

- 4.4.1 Non-Interference. Proposer shall not directly or indirectly interfere with, attempt to influence, disrupt, or manipulate the Tribe’s internal affairs, including the Tribe’s legislative, executive, administrative, judicial, cultural, or electoral processes, or the deliberations, actions, or decisions of the Tribal Council or any Tribal department, board, commission, committee, court, officer, employee, agent, or representative (collectively, “Tribal Governance”). Any violation may result in immediate disqualification and may be deemed grounds to terminate negotiations or any conditional selection.
- 4.4.2 Prohibited Conduct (Examples). Without limiting Subsection 4.4.1, Proposer shall not, directly or indirectly:
 - (A) Endorse, campaign for, oppose, finance, contribute to, or fundraise for any candidate for elected office or appointment within the Tribe, or any recall, referendum, or internal electoral measure, or provide anything of value intended to affect any such outcome;
 - (B) Provide, offer, promise, or arrange any payment, gift, gratuity, loan, travel, entertainment, in-kind benefit, discount, employment, subcontract, consulting arrangement, or other thing of value to any Tribal official, officer, employee, agent, representative, judge/justice, or other person acting in an official Tribal capacity, or to any other person, for the purpose of influencing (or that could reasonably appear intended to influence) any Tribal Governance matter;
 - (C) Pay or agree to pay any “success fee,” contingent fee, or similar compensation that is conditioned on obtaining a Tribal governmental decision, approval, permit, award, or other action;

- (D) Retain any lobbyist, consultant, public-relations firm, or intermediary to conduct any activity that would be prohibited under this Section if performed directly by Proposer;
- (E) Make any threats, coercive statements, or retaliatory actions directed at any Tribal Covered Person relating to Tribal Governance; or
- (F) Use Tribal premises, meetings, or communications channels for political activity or internal governance advocacy unless expressly requested in writing by the Tribe for a legitimate Project purpose.

4.4.3 Disclosure of Financial Arrangements. Proposer shall fully disclose in writing to the Tribe any direct or indirect financial arrangement, compensation, employment, subcontract, consulting engagement, or other thing of value involving any Tribal Covered Person in connection with the Project, and shall obtain the Tribe's prior written approval before entering into or performing under any such arrangement. Proposer shall have an ongoing duty to promptly supplement and update disclosures.

4.4.4 Certification; Records. Proposer shall provide a certification with its proposal confirming compliance with this Section and shall maintain records reasonably sufficient to demonstrate compliance, which shall be provided to the Tribe upon reasonable request.

4.4.5 Clarification. Nothing in this Section restricts lawful personal political activity that is wholly unrelated to the Project, not conducted using Tribal resources, and not undertaken for the purpose of influencing Tribal Governance.

5. DEAL STRUCTURE, KEY TERMS, AND LEGAL REQUIREMENTS

5.1 Deal Structure Proposal Lanes

5.1.1 Lane 1: Development Agreement and Lease;

5.1.2 Lane 2: Lease with Development Milestones;

5.1.3 Lane 3: Non-Gaming Management Agreement with Capital Obligations; and/or

5.1.4 Lane 4: Other (must clearly allocate risk and include milestone/security structure).

5.2 Economic Proposal

5.2.1 Proposer must provide a clear economic offer, which may include base rent, percentage rent, profit participation, and/or other economic terms.

5.2.2 Proposer must include a 10-year pro forma and sources-and-uses, including contingency assumptions for as-is conditions.

5.3 No Waiver of Sovereign Immunity; Consent to Tribal Court

5.3.1 The Tribe will not waive its sovereign immunity.

5.3.2 The definitive agreement will require Proposer to consent to Tribal law and the jurisdiction of the Tribal Court for disputes, as determined by the Tribe.

5.4 Assignment, Change of Control, and Financing

5.4.1 Any assignment, sublease, encumbrance, or change of control shall require prior written approval by the Tribe.

5.4.2 If leasehold financing is proposed, Proposer shall identify requested lender rights. The Tribe will consider such requests only if they are consistent with Tribal law, Tribal Court jurisdiction, and non-waiver of sovereign immunity.

5.5 As-Is Acknowledgment and Risk Allocation

5.5.1 Proposer shall acknowledge as-is conditions, accept responsibility for due diligence, and assume the risks of unknown conditions except as expressly negotiated in the definitive agreement.

5.5.2 The Tribe will not be responsible for Proposer's costs for investigations, permitting, design, or development.

6. SITE VISITS AND DUE DILIGENCE PROTOCOL

6.1 Site Visits Required; Scheduling

- 6.1.1** Proposers are strongly encouraged to conduct at least one site visit.
- 6.1.2** Proposers must provide the Tribal Planner at least ten (10) calendar days' notice to schedule any site visit. Requests for access to reference materials under Subsection 2.4 shall be submitted to the Tribal Planner and may be scheduled in connection with a site visit or separately, as determined by the Tribe.
- 6.1.3** Any restricted areas for safety or security shall be identified and controlled by the Tribal Planner prior to the visit.

6.2 Conduct; Safety; Insurance for Visits

- 6.2.1** Proposers must comply with all site rules, safety requirements, and Tribal directives.
- 6.2.2** Proposers may be required to provide evidence of insurance prior to accessing the site.

6.3 Requests for Reference Materials; Data Room/On-Site Review

- 6.3.1** Proposers may request access to any reference materials that may be available under Subsection 2.4 by submitting a written request to the Tribal Planner identifying:
 - (A) The Proposer's legal name and contact information;
 - (B) The Proposer's proposed development team members; and
 - (C) The categories of materials requested.
- 6.3.2** The Tribe may, in its sole discretion, grant or deny access, limit categories of materials, require confidentiality or acknowledgment agreements, and establish viewing rules, including supervised review and restrictions on copying, scanning, photographing, or recording.
- 6.3.3** Access to reference materials does not modify the Proposer's responsibility to perform independent due diligence or the "as-is" and disclaimer provisions of this RFP.

7. **INSURANCE AND PERFORMANCE SECURITY (MINIMUM REQUIREMENTS)**

7.1 Insurance (Minimum Baselines; May Be Increased by Tribe)

7.1.1 Proposer shall maintain, at minimum:

- (A) Commercial General Liability: not less than \$2,000,000 per occurrence / \$4,000,000 aggregate;
- (B) Umbrella/Excess Liability: not less than \$5,000,000;
- (C) Automobile Liability: not less than \$1,000,000 combined single limit;
- (D) Workers' Compensation: statutory; Employers' Liability: \$1,000,000;
- (E) Builder's Risk (during construction): replacement cost, including wind/water coverage as appropriate;
- (F) Pollution Legal Liability (if environmental or hazardous materials work is performed): limits as appropriate to scope (recommend minimum \$2,000,000);
- (G) Professional Liability (design professionals): not less than \$2,000,000 per claim;
- (H) Marine/Watercraft Liability (if marine operations require): limits as appropriate to scope (recommend minimum \$2,000,000), including coverage for in-water work risks if applicable.

7.1.2 The Tribe and its officers, employees, and agents shall be named as additional insureds where appropriate (except professional liability), and policies shall include waiver of subrogation where permitted.

7.1.3 Policies shall require at least thirty (30) days' prior written notice to the Tribe of cancellation or material change.

7.2 Performance Security

- 7.2.1** Proposer shall provide performance security sufficient to protect the Tribe's interests, which may include:
- (A) Performance and payment bonds (100% of applicable construction contract value) for stabilization and construction phases; and/or
 - (B) Letter(s) of credit covering stabilization and key milestone obligations; and/or
 - (C) Parent guaranty where the Proposer entity is a special purpose vehicle.
- 7.2.2** Proposer must describe proposed security instruments in its proposal and confirm it can deliver them upon conditional selection.
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8. PROPOSAL REQUIREMENTS

8.1 Mandatory Proposal Content (Organization)

- 8.1.1** Proposals shall be organized in the following order:
- (A) Cover Letter and Authorized Signatory Information
 - (B) Executive Summary (Primary Lane and any Alternate Lane)
 - (C) Development Team Qualifications (developer, operator, GC, architect/engineers, marine/civil)
 - (D) Concept and Program (no gaming)
 - (E) Phasing Plan and Schedule
 - (F) Day 1–90 Stabilization Plan
 - (G) Permitting Matrix and Permitting Schedule
 - (H) Marina Non-Interference and Continuity Plan
 - (I) Marina Infrastructure Technical Package (bidder-confirmed scope)
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- (J) Financial Offer and Pro Forma (10-year)
- (K) Financing Plan and Evidence of Capability
- (L) Risk Register (Top 10 risks and mitigations)
- (M) Exceptions and Requested Changes to Tribe Baseline Terms (as a matrix)

8.2 Marina Infrastructure Technical Package (Required)

8.2.1 Proposer shall include the following, at minimum:

- (A) Dock inventory assumptions, proposed inspection plan (including underwater if applicable), and preliminary repair approach;
- (B) Seawall/breakwater scope assumptions and proposed condition verification plan;
- (C) Utility scope assumptions (dock power/water/lighting/fire) and verification plan;
- (D) Phasing plan maintaining operations and configuration to the maximum extent feasible;
- (E) In-water work approvals and permitting plan assumptions;
- (F) Rough Order of Magnitude (“ROM”) budget, schedule, and contingency rationale.

8.3 Certifications and Forms

8.3.1 Proposer shall include completed forms provided in Exhibit 1 (Proposal Forms), including non-collusion, conflicts disclosures, and acknowledgment of RFP requirements.

9. EVALUATION AND SELECTION

9.1 Pass/Fail Compliance Gate

9.1.1 Proposals must satisfy each of the following, or may be rejected as non-responsive:

- (A) No proposer-initiated gaming included;
- (B) Day 1–90 stabilization plan included;
- (C) Permitting included as a hard requirement in scope/schedule;
- (D) Marina infrastructure technical package included;
- (E) Explicit acceptance of no sovereign immunity waiver and consent to Tribal law/Tribal Court;
- (F) Evidence of financial capacity and ability to provide performance security.

9.2 Best Value Scoring (Illustrative Weights)

9.2.1 Responsive proposals will be evaluated on a best-value basis. The Tribe may use weights substantially similar to:

- (A) Feasibility and quality of concept; alignment with Tribal goals (20%)
- (B) Team qualifications and relevant experience, including marine work (20%)
- (C) Schedule realism, phasing, and Day 1–90 deliverability (15%)
- (D) Financial offer and long-term economic benefit to Tribe (25%)
- (E) Risk allocation and protection of the Tribe; limited exceptions (10%)
- (F) Marina non-interference credibility and permitting plan quality (10%)

9.3 Interviews; Best and Final Offer (“BAFO”); Negotiations

9.3.1 The Tribe may shortlist Proposers for interviews and request best-and-final offers.

- 9.3.2 The Tribe intends to negotiate final terms with one Proposer, but may negotiate with multiple Proposers in its sole discretion.
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10. SUBMISSION INSTRUCTIONS

10.1 Format and Copies

- 10.1.1 Proposals shall be submitted to the Tribal Planner by email to planner@cit-nsn.gov and by three (3) hard copies via delivered physical mail or courier to: Chemehuevi Indian Tribe, Attn: Tribal Planner, 1980 Palo Verde, Havasu Lake, CA 92363.
- 10.1.2 Proposers are solely responsible for timely delivery by both methods.
- 10.1.3 A proposal will be deemed timely only if (A) the complete email submission is received by the Tribal Planner and (B) the three (3) hard copies are received at the above address, in each case, on or before the Proposal Due Date/Time stated on the cover page. Postmarks do not constitute receipt.

10.2 Late Proposals

- 10.2.1 Late proposals may be rejected.

10.3 Costs

- 10.3.1 All costs to prepare and submit a proposal are the sole responsibility of the Proposer. The Tribe will not reimburse any costs.
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11. EXHIBITS

11.1 List of Exhibits

- 11.1.1 Exhibit 1: Proposal Forms (Cover Sheet, Non-Collusion, Conflicts Disclosure, Acknowledgments, Certifications)
- 11.1.2 Certain reference materials, if available, may be provided only to registered Proposers upon request pursuant to Subsection 2.4 and
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Subsection 6.3 and will not be publicly distributed as exhibits to this RFP.

12. ADDENDA

12.1 Addenda Issuance

12.1.1 Any modifications to this RFP will be issued by written addendum from the Tribe. Proposers are responsible for monitoring and acknowledging all addenda.

EXHIBIT 1

Proposal Forms (Cover Sheet, Non-Collusion, Conflicts Disclosure, Acknowledgements, Certifications)

INSTRUCTIONS FOR EXHIBIT 1

- (1) Each Proposer shall complete, sign, and include all information in this Exhibit 1 with its proposal submission, unless a form is expressly marked “if applicable.”**
- (2) Failure to submit required information and/or a required form, or submission of materially incomplete forms, may render the proposal non-responsive.**
- (3) All certifications must be signed by an authorized representative of the Proposer with authority to bind the Proposer (and, where applicable, the development team entity proposed to be the contracting/lessee entity).**
- (4) Capitalized terms not defined in Exhibit 1 have the meanings set forth in the RFP.**

FORM 1: PROPOSAL COVER SHEET
(REQUIREMENTS)

Each proposal must include a cover sheet that includes the following information:

1. Proposer Identification

- 1.1 Legal Name of Proposer Entity
- 1.2 Entity Type (corporation/LLC/partnership/other)
- 1.3 State/Tribal Jurisdiction of Formation
- 1.4 Date of Formation
- 1.5 Federal Tax ID (“FEIN”)
- 1.6 Business Address
- 1.7 City/State/ZIP
- 1.8 Primary Contact Name/Title
- 1.9 Email
- 1.10 Phone
- 1.11 Website

2. Proposal Summary

- 2.1 RFP Number
- 2.2 Proposal Submission Date
- 2.3 Primary Proposal Lane Selected
 - (A) Lane 1: Development Agreement and Lease
 - (B) Lane 2: Lease with Development Milestones
 - (C) Lane 3: Non-Gaming Management Agreement with Capital Obligations
 - (D) Lane 4: Other (Describe in Detail)
- 2.4 Alternate Lane Submitted (Optional)

3. Proposed Contracting Entity (If Different from Proposer)

- 3.1 Legal Name of Entity
- 3.2 Entity Type (corporation/LLC/partnership/other)
- 3.3 State/Tribal Jurisdiction of Formation
- 3.4 Date of Formation
- 3.5 Federal Tax ID (“FEIN”)
- 3.6 Business Address
- 3.7 City/State/ZIP
- 3.8 Primary Contact Name/Title
- 3.9 Email
- 3.10 Phone
- 3.11 Website

4. Certification/Signature

- 4.1** Proposer must certify that the proposal (including all required Exhibit 1 information/forms) is true, accurate, and complete to the best of Proposer's knowledge after reasonable inquiry.
- 4.2** Proposer's authorized signatory must print their name and title, sign, and date the certification on the cover page.

FORM 2: NON-COLLUSION AND INDEPENDENT PROPOSAL CERTIFICATION
(REQUIRED)

- (1) Proposer certifies that its proposal is genuine and not a sham or collusive submission.
- (2) Proposer certifies that it has not directly or indirectly colluded, conspired, connived, or agreed with any other proposer or prospective proposer to:
 - (A) Submit or not submit a proposal;
 - (B) Fix, raise, lower, or control pricing or other proposal terms; or
 - (C) Otherwise limit competition.
- (3) Proposer certifies that it has not received, and will not accept, confidential procurement information from any unauthorized source.

SIGNATURE

Name: _____

Title: _____

Signature: _____

Date: _____

FORM 3: CONFLICTS OF INTEREST DISCLOSURE
(REQUIRED)

(1) Proposer must disclose any actual, potential, or perceived conflict of interest that could reasonably affect Proposer's performance or the Tribe's evaluation.

(2) Does Proposer (or any team member, principal, officer, director, partner, or key employee) have any business, financial, familial, or other relationship with any Tribal official, Tribal employee, or other person acting in an official Tribal capacity?

___ No

___ Yes (describe): _____

(3) Does Proposer (or any team member) currently do business with the Tribe or any Tribal enterprise?

___ No

___ Yes (describe nature/term/value): _____

(4) Has Proposer (or any team member) provided services related to the Old Casino, marina, or related facilities in the last five (5) years?

___ No

___ Yes (describe): _____

- (5) Is there any other fact or circumstance that could reasonably be viewed as affecting impartiality?

☐ No

☐ Yes (describe): _____

- (6) If any “Yes”, describe mitigation measures proposed: _____

SIGNATURE

Name: _____

Title: _____

Signature: _____

Date: _____

FORM 4: LITIGATION, INVESTIGATION, AND RESPONSIBILITY DISCLOSURE
(REQUIRED)

(1) Disclosure items under this Form are required for the last five (5) years unless otherwise noted.

(2) Has Proposer or any key team member been debarred, suspended, or found non-responsible by any governmental entity?

___ No

___ Yes (describe): _____

(3) Has Proposer or any key team member been convicted of or pled to any felony, fraud, bribery, kickback, or corruption offense (no time limit unless prohibited by law)?

___ No

___ Yes (describe): _____

(4) Is Proposer or any key team member currently subject to a pending criminal charge or governmental investigation related to contracting integrity, fraud, bribery, or corruption?

___ No

___ Yes (describe): _____

- (5) Is Proposer or any key team member currently involved in material litigation, arbitration, or administrative proceedings that could impair performance on this Project?

___ No

___ Yes (describe): _____

SIGNATURE

Name: _____

Title: _____

Signature: _____

Date: _____

**FORM 5: FINANCIAL CAPABILITY AND
PERFORMANCE SECURITY CERTIFICATION**
(REQUIRED)

- (1) **Financial Capability.** Proposer certifies it has (or will have through committed financing) the financial capacity to perform the Project, including the Day 1–90 stabilization deliverables and required permitting and construction obligations.
- (2) **Performance Security.** Proposer certifies it can provide, upon conditional selection and as required in definitive agreements, commercially reasonable performance security instruments, which may include one or more of: letter(s) of credit, performance and payment bonds, and/or parent guaranties (if the contracting entity is a special purpose entity).

- (3) **Proposed Security Instruments (Summary).** Proposer proposes the following security

approach (describe): _____

SIGNATURE

Name: _____

Title: _____

Signature: _____

Date: _____

FORM 6: KEY RFP ACKNOWLEDGMENTS
(REQUIRED)

- (1) **As-Is; Due Diligence.** Proposer acknowledges the Project is offered **AS-IS, WHERE-IS, WITH ALL FAULTS** and that Proposer is responsible for its own inspections, investigations, and assumptions.
- (2) **Permitting Responsibility.** Proposer acknowledges it is responsible to identify and obtain all approvals, permits, and authorizations necessary for the Project, including marina and any in-water work approvals, and to include permitting in its scope, schedule, and budget.
- (3) **Day 1-90 Stabilization.** Proposer acknowledges it is responsible for Day 1–90 stabilization deliverables as required by the RFP and that failure to satisfy such deliverables may constitute grounds for termination of negotiations and/or default under definitive agreements.

SIGNATURE

Name: _____

Title: _____

Signature: _____

Date: _____

FORM 7: NO GAMING CONCEPT CERTIFICATION
(REQUIRED)

- (1) Proposer certifies that its proposal does not include, and it will not propose, any gaming component, gaming management, gaming operation, or gaming revenue stream, whether Class II, Class III, or otherwise.
- (2) Proposer acknowledges the Tribe reserves the right, in its sole discretion, to discuss limited tribal gaming operations later, and nothing in this certification restricts the Tribe's reserved rights.

SIGNATURE

Name: _____

Title: _____

Signature: _____

Date: _____

**FORM 8: NON-INTERFERENCE WITH TRIBAL GOVERNANCE; PROHIBITED
POLITICAL ACTIVITY; DISCLOSURE OF FINANCIAL ARRANGEMENTS**
(REQUIRED)

- (1) **Non-Interference.** Proposer certifies it shall not directly or indirectly interfere with, attempt to influence, disrupt, or manipulate Tribal Governance (as defined below).
- (2) **Prohibited Political Activity and Improper Influence.** Proposer certifies it shall not, directly or indirectly:
 - (A) Endorse, campaign for, oppose, finance, contribute to, or fundraise for any candidate for elected office or appointment within the Tribe, or any recall, referendum, or internal electoral measure, or provide anything of value intended to affect any such outcome;
 - (B) Offer, provide, promise, or arrange any payment, gift, gratuity, loan, travel, entertainment, in-kind benefit, discount, employment, subcontract, consulting arrangement, or other thing of value for the purpose of influencing (or that could reasonably appear intended to influence) any Tribal Governance matter;
 - (C) Pay any “success fee,” contingent fee, or similar compensation conditioned on obtaining a Tribal governmental decision, approval, permit, award, or other action;
 - (D) Retain any lobbyist, consultant, public-relations firm, or intermediary to conduct any activity that would be prohibited if performed directly by Proposer;
 - (E) Make any threats, coercive statements, or retaliatory actions directed at any Tribal Covered Person relating to Tribal Governance; or
 - (F) Use Tribal premises, meetings, or communications channels for political activity or internal governance advocacy unless expressly requested in writing by the Tribe for a legitimate Project purpose.
- (3) **Disclosure and Prior Approval of Financial Arrangements.** Proposer certifies it has disclosed in writing to the Tribe (or will disclose promptly) any direct or indirect financial arrangement involving a Tribal Covered Person in connection with the Project and will obtain the Tribe’s prior written approval before entering into or performing under any such arrangement.
- (4) **Definitions.**
 - (A) “Tribal Governance” means the Tribe’s legislative, executive, administrative, judicial, cultural, or electoral processes, and the deliberations, actions, or decisions

of the Tribal Council or any Tribal department, board, commission, committee, court, officer, employee, agent, or representative.

(B) “Tribal Covered Person” means any Tribal official, Council member, judge/justice, officer, employee, agent, or representative, or any person acting in an official capacity on behalf of the Tribe, and any entity owned or controlled by any such person.

(5) **Clarification.** This certification does not restrict lawful personal activity wholly unrelated to the Project, not conducted using Tribal resources, and not undertaken for the purpose of influencing Tribal Governance.

SIGNATURE

Name: _____

Title: _____

Signature: _____

Date: _____

**FORM 9: CONSENT TO TRIBAL LAW;
TRIBAL COURT JURISDICTION; NO WAIVER**
(REQUIRED)

- (1) **No Waiver.** Proposer acknowledges and agrees that the Tribe will not waive sovereign immunity as part of this procurement or any resulting agreement, except only if ever expressly authorized by the Tribe through its lawful governing process (if at all).
- (2) **Governing Law and Forum.** Proposer certifies it is willing to be bound by Tribal law and to submit to the jurisdiction of the Tribal Court for disputes related to the procurement, negotiation, and any definitive agreement(s), as required by the Tribe.

SIGNATURE

Name: _____

Title: _____

Signature: _____

Date: _____

FORM 10: SITE VISIT REQUEST FORM AND ACKNOWLEDGMENT
(IF APPLICABLE)

- (1) **Scheduling Request.** Proposed Date Range (must provide at least ten (10) calendar days lead time):

From _____ to _____

- (2) **Attendees (Names, Titles, Employers, Emails, Phone Numbers).**

(A) _____

(B) _____

(C) _____

(D) _____

(E) _____

- (3) **Requested Areas (General).**

- (4) **Special Requests (PPE, Access, Utilities, Roof Access, Marina Access):**

- (5) Proposer acknowledges restricted areas may apply and will be identified by the Tribal Planner.
- (6) Proposer agrees to comply with all safety and access rules and to ensure its attendees use appropriate PPE as directed.
- (7) **Risk Assumption for Visit.** Proposer acknowledges site conditions may be hazardous and that Proposer assumes responsibility for the conduct and safety of its attendees during the site visit, except to the extent caused by the Tribe's gross negligence or willful misconduct (if applicable under Tribal law).

SIGNATURE

Name: _____

Title: _____

Signature: _____

Date: _____

FORM 11: EXCEPTIONS AND REQUESTED CHANGES MATRIX
(REQUIRED)

(1) **Instructions.** Proposer must list all exceptions to, or requested changes from, the RFP's baseline terms and requirements. If none, write "No exceptions."

(2) **Exceptions Matrix (Attach Additional Pages as Needed).**

RFP Section	Requirement / Term	Proposer Exception / Requested Change	Rationale	Proposed Alternative Language / Approach

SIGNATURE

Name: _____

Title: _____

Signature: _____

Date: _____

FORM 12: REFERENCE PROJECTS AND CONSENT TO CONTACT REFERENCES
(REQUIRED)

- (1) **References.** Provide at least three (3) reference projects (attach additional pages as needed):

PROJECT 1:

Owner/Client: _____

Contact Name/Title: _____

Email/Phone: _____

Project Description (scope, size, timeline):

Your role:

PROJECT 2:

Owner/Client: _____

Contact Name/Title: _____

Email/Phone: _____

Project Description (scope, size, timeline):

Your role:

PROJECT 3:

Owner/Client: _____

Contact Name/Title: _____

Email/Phone: _____

Project Description (scope, size, timeline):

Your role:

- (2) **Consent.** Proposer authorizes the Tribe to contact the above references and to verify information in the proposal.

SIGNATURE

Name: _____

Title: _____

Signature: _____

Date: _____

FORM 13: CHECKLIST OF MANDATORY PROPOSAL COMPONENTS
(REQUIRED)

- ___ Proposal Cover Sheet
- ___ Form 2: Non-Collusion and Independent Proposal Certification
- ___ Form 3: Conflicts of Interest Disclosure
- ___ Form 4: Litigation, Investigation, and Responsibility Disclosure
- ___ Form 5: Financial Capability and Performance Security Certification
- ___ Form 6: Key RFP Acknowledgments
- ___ Form 7: No Gaming Concept Certification
- ___ Form 8: Non-Interference with Tribal Governance; Prohibited Political Activity;
Disclosure of Financial Arrangements
- ___ Form 9: Consent to Tribal Law; Tribal Court Jurisdiction; No Waiver
- ___ Form 10: Site Visit Request Form and Acknowledgment
- ___ Form 11: Exceptions and Requested Changes Matrix
- ___ Form 12: Reference Projects and Consent to Contract References
- ___ Required Narrative Proposal Sections Per RFP Section 8
- ___ Day 1-90 Stabilization Plan
- ___ Permitting Matrix and Schedule
- ___ Marina Non-Interference and Continuity Plan
- ___ Marina Infrastructure Technical Package
- ___ 10-Year Pro Forma and Sources/Uses

SIGNATURE

Name: _____

Title: _____

Signature: _____

Date: _____

“OLD CASINO” PROPERTY & ASSOCIATED MARINA Dock 1A



5/7/2026

