NOTICE OF REQUEST FOR STATEMENT OF QUALIFICATIONS FROM DESIGN-BUILD FIRMS

RFQ NO. 01-2016

TWO SINGLE-FAMILY HOMES IN PEACH SPRINGS

Notice is hereby given that the Hualapai Indian Tribe, hereinafter referred to as the "Tribe," is soliciting Statements of Qualifications from Design-Build (D-B) Firms to utilize the One-Step Design-Build contracting procedure for the design and construction of two single family homes in Peach Springs, located on the Hualapai Reservation, Arizona.

The Tribe invites interested firms to submit written Statements of Qualifications relating to this project. A Selection Committee of five (5) individuals will evaluate and score Offeror's qualifications and experience with similar projects. The Tribe will select the top-rated Offeror from those submitting Statements of Qualifications and enter into contract negotiations. The project shall utilize a negotiated Guaranteed Maximum Price (GMP). The Tribe's total design and construction budget for this project is $290,000.00. Funds are derived from the BIA Housing Improvement Program. The new homes must be ready for occupancy no later than six (6) months after contract's Notice to Proceed is given.

A complete copy of this RFQ may be obtained from our website at: http://hualapai-nsn.gov/. Internet access is available at all public libraries. Any interested offerors without internet access may obtain a copy of this solicitation by calling **(928) 769-1310**, or a hard-copy may be obtained during regular business hours at the Hualapai Planning and Economic Development Department, 887 W. Route 66, Peach Springs, AZ. Respondents are invited to review the information and to submit their Statements of Qualifications in accordance with the criteria established within this RFQ. Written questions regarding this RFQ must be received by the Planning Department no later than **September 26, 2016**. Questions may then be responded to by written amendment to this document. **Oral statements or instructions shall not constitute an amendment to the RFQ.**

All submittals must be received by the due date and time assigned at the submittal location specified herein. **Any response received at the specified submittal location after the due date and time assigned will be returned unopened.** The Tribe reserves the right to reject any or all submittals, or to withhold the award for any reason it may determine, and to waive or not to waive any informalities in any submittal. All information regarding the content of the specific submittals will remain confidential until a contract is finalized or all proposals are rejected.

SUBMITTAL DUE DATE:	**October 6, 2016 AT 2:00 P.M. LOCAL AZ TIME**
SUBMITTAL LOCATION:	**Hualapai Planning and Economic Development Dept** **887 West Highway 66** **Peach Springs, AZ 86434**
PRE-SUBMITTAL CONFERENCE DATE:	**September 22, 2016**
TIME:	**2:00 P.M. LOCAL AZ TIME**
LOCATION:	**Hualapai Cultural Department** **880 West Hwy 66, Peach Springs, Arizona 86434**
QUESTIONS SHALL BE DIRECTED TO:	**Kevin A. Davidson** **Planning and Economic Development Director** **(928) 769-1310** kdavidson@hualapai-nsn.gov

09/7/16 Publish Date

INTRODUCTION/GENERAL PROJECT INFORMATION

This contract will utilize the One-Step Design-Build (D-B) contracting procedure for the design and construction of two single-family homes, the first located at 544 Diamond Creek Road (Lot 13, Tract E of the Peach Springs Homesite Plat) and the second located at 1516 Buck & Doe Road (a one-acre parcel in a portion of the SW ¼ of Section, T25N, R12W, proximate to mile post 2.4), both in Peach Springs, AZ. The selected D-B Firm will be required to provide turn-key D-B services to the Tribe for the design and construction of the two homes. For the purpose of this project, the term *"turn-key"* shall be defined as "an agreement in which the Design-Build Firm designs, constructs, and manages a project from the design phase through the construction phase until it is ready to be handed over to the Tribe so market operations can begin."

The successful D-B Firm will be required to coordinate the renovation efforts with the Tribe's designated Project Manager within the Planning and Economic Development Department and the homeowner.

The anticipated project scope of work will include but not be limited to design and construction of two, single-family dwellings with the first home on Diamond Creek Road having four-bedrooms, two bathrooms in no more of 1,400 square feet of living space. The second home on Buck and Doe Road shall contain three-bedrooms, two bathrooms in no more of 1,200 square feet of living space. Total living space must comply with applicable American Disabilities Act requirements. Each house shall have a kitchen, pantry, dining space, living room, laundry room, other spaces incidental to single-family residential occupancy and a roof mounted, grid-connected, solar photovoltaic array. The project budget is $290,000.00. This budget encompasses all aspects of the project from conceptual design thru to construction completion as well as the demolition and removal of the existing home located 544 Diamond Creek Road. The successful D-B Firm shall be required to achieve Substantial Completion within 150 consecutive calendar days after the Notice to Proceed and Final Completion within 30 consecutive calendar days after Substantial Completion.

ANTICIPATED DISCIPLINES OF WORK

The purpose of outlining the anticipated Scope of Work for the D-B Firm is to provide the D-B Firm with a general outline of responsibilities, which the Tribe deems necessary for the successful completion of this project. The Tribe seeks a D-B Firm, under a single, responsible lead entity, which includes both design and construction services to provide a turn-key project. Services will begin with the commencement of programmatic and schematic design services. At the completion of design development, the D-B Firm will assume the risk of delivering the project through a guaranteed maximum price (GMP) contract. The D-B Firm must be comprised of experienced and highly regarded professionals who have demonstrated their ability to produce superior facilities on a cost-effective basis.

Guaranteed Maximum Price or GMP means the sum of the maximum cost of the Work, the D-B Firm's fee; design services, general conditions fee; all required permitting; taxes, bonds, insurance costs; and bid contingency. The approved GMP will be made part of the contract by executing an amendment. The D-B Firm will be responsible for design and construction means and methods, and may be required to solicit at least three bids from pre-qualified subcontractors to perform those portions of the work.

The D-B Firm's submittal must include, as a minimum:

1. General Contractor
2. Architect or Designer
3. All Consultants and Sub-consultants for engineering services and testing as needed

Any changes to these key Team members for the duration of the project shall require Tribal approval. All Architects, Engineers, and other disciplines shall be registered in the State of Arizona for each task or area of expertise as required by law. All Contractors shall be registered with the Arizona Registrar of Contractors. Any changes to these Consultants for the duration of the project shall require Tribal approval. All consultant members shall be considered subcontractors to the D-B Firm. The Tribe will participate and guide the D-B Firm in conveying the home owners requirements for each house.

The design and construction may occur sequentially, and may be fast-tracked where design and construction phases occur concurrently. A team concept will be utilized between the designer and the constructor. The D-B Firm will deliver the project through a GMP contract.

The D-B Firm shall deliver to the Tribe two, single-family homes ready for occupancy. Each home shall be aesthetically pleasing and shall fit the context of the neighborhood. The building design shall meet all local building code requirements (IBC 2009, 2009 IRC, etc.), all local and federal regulations, including Indian Health Services regulations, and the product manufacturer's recommendations.

HOME AT 544 DIAMOND CREEK ROAD SHALL INCLUDE THE FOLLOWING DESIGN FEATURES AND AMENITIES:

1. 4-inch concrete slab on grade with vapor barrier
2. 2x6 stud wall construction with R-19 insulation, interior gypsum board and exterior stucco over foam insulation
3. Gable roof trusses with R-30 insulation and asphalt shingles
4. Minimum 120 square foot bedrooms with closets
5. Minimum 60 square foot ADA accessible bathroom with ceramic tile floors and wainscot; walk-in shower for master bathroom and tub/shower for second bathroom
6. Minimum 80 square foot kitchen with pantry, ceramic tile floor, plastic laminate cabinetry and appliances, including dishwasher refrigerator with icemaker
7. Minimum 50 square foot laundry room with tile floor, counter top and utility sink
8. Dining area with wood floors
9. Painted walls (low VOC) and wood base
10. Wood floors in bedrooms, living room and hallways
11. ADA accessible solid core exterior fiberglass doors and hardware including door bell
12. Double-pane insulated windows and window blinds
13. Central heating and air-conditioning (SEER 14 minimum)
14. Propane kitchen stove and water heater
15. Wood stove in Living Room on ceramic tile hearth
16. Site utilities as needed (water, sewer, electric, telephone, etc.) to connect to existing utilities
17. Roof-mounted, grid-connected, solar photovoltaic array (3.0 KW minimum)

HOME AT 1515 BUCK & DOE ROAD SHALL INCLUDE THE FOLLOWING DESIGN FEATURES AND AMENITIES:

1. 4-inch concrete slab on grade with vapor barrier
2. 2x6 stud wall construction with R-19 insulation, interior gypsum board and exterior stucco over foam insulation
3. Gable roof trusses with R-30 insulation and asphalt shingles
4. Minimum 120 square foot bedrooms with closets
5. Minimum 60 square foot ADA accessible bathroom with ceramic tile floors and wainscot; walk-in bathtub for master bathroom and tub/shower for second bathroom
6. Minimum 80 square foot kitchen with pantry, ceramic tile floor, plastic laminate cabinetry and appliances, including dishwasher and refrigerator with icemaker
7. Minimum 50 square foot laundry room with tile floor, counter top and utility sink
8. Dining area with wood floors
9. Painted walls (low VOC) and wood base
10. Wood floors and wood wall paneling in bedrooms, living room and hallways
11. ADA accessible solid core exterior fiberglass doors and hardware including door bell
12. Double-pane insulated windows and window blinds
13. Central heating and air-conditioning (SEER 14 minimum)
14. Propane kitchen stove and water heater
15. Wood stove in Living Room on ceramic tile hearth

16. Site utilities as needed (water, sewer, electric, telephone, etc.) to connect to existing utilities
17. Roof-mounted, grid-connected, solar photovoltaic array (2.5 KW minimum)

DESIGN PHASE SERVICES BY THE DESIGN-BUILDER MAY INCLUDE, BUT IS NOT LIMITED TO:

1. Consult with the Tribe's representatives to define and clarify the Tribe's requirements for the project and available data. This will commence the programmatic and schematic design phase.
2. Schedule, attend and conduct meetings as required to review the design phases of the project, to be held in Tribal offices in Peach Springs, the first of which shall be for the purpose consulting in detail with the Tribe, and obtaining any information provided by the Tribe concerning the Tribe's purposes, concepts, desires, and requirements, including but not limited any design, construction, scheduling, budget, and operational needs, restrictions, and requirements (Tribe's Criteria).
3. Develop an engineering/architect cost estimate based on the available data, and advise the Tribe on the feasibility of the Tribe's Criteria in light of the available project budget. Consult Tribe to revise the Tribe's Criteria as necessary to meet the project budget.
4. Provide project planning and scheduling
5. Provide alternate systems evaluation and constructability studies
6. Advise the Tribe of ways to gain efficiencies in project delivery
7. Protect the Tribe's sensitivity to quality, safety, and environmental factors
8. Provide Design Development to the Tribe which reflects and incorporates the comments and direction provided by the Tribe.
9. Address those requested changes or modifications which would make this project not feasible due to scheduling, budgetary constraints, or due to any conflicts with any rules, regulations, or requirements
10. Deliver the GMP.
11. Develop a Preliminary Design of the Project to include but not be limited to Preliminary Plans drawn to scale
12. Submit the Preliminary Design and other related documents to the Tribe for review, comment and any changes or modifications
13. Modify the Preliminary Design to reflect any authorized changes or modifications directed by the Tribe
14. Prepare and submit Design for Construction plans and specifications. Obtain Approval for Construction for building structures, building systems, and all supporting site infrastructure from all permitting agencies and jurisdictions.
15. Provide a final design (sealed by a Registered Arizona Architect if designed by an architect).
16. Address all federal and Tribal design permitting requirements and pay all associated fees.
17. Coordinate with various Tribal departments and other agencies, utility companies, etc.
18. Provide three (3) sets of plans and specifications to the Tribe and two (2) CD's with complete plans and specifications (sealed by architect if designed by an architect).

CONSTRUCTION PHASE SERVICES BY THE D-B FIRM MAY INCLUDE, BUT NOT BE LIMITED TO:

1. Address all federal, state, and Tribal construction permitting requirements and pay all associated fees including TERO.
2. Arrange for procurement of all materials and equipment required
3. Provide services of an independent third-party special inspector and testing laboratory, as needed
4. Conduct weekly construction progress meetings and schedule and administer specially called meetings throughout the progress of the work. Provide conference quality phones for meeting participants not able to attend progress meetings in person
5. Coordinate with various Tribal departments and other agencies, utility companies, etc.
6. Provide on-site construction management to assure proper compliance with the Contract Documents
7. The Architect or Designer shall make necessary observations and examinations of the Work
8. Obtain Approval of Construction for building structures, building systems, and all supporting site infrastructure from all permitting agencies and jurisdictions to include building Certificate of Occupancy.
9. Schedule and manage site operations
10. Provide quality controls

11. Respond to and resolve Tribal issues
12. Bond and insure the construction in accordance with Tribal regulations
13. Maintain a safe work site for all project participants
14. Provide a minimum of two (2) year warranty

COMPLETION REQUIREMENTS

1. As a condition precedent to receiving a Temporary Certificate of Occupancy, Design-Builder shall secure required certificates of inspection, testing and/or approval and deliver them to the Tribe.
2. As a condition precedent to receiving a Temporary Certificate of Occupancy, Design-Builder shall collect all equipment manuals and deliver them to the Tribe.

3. Design-Builder shall perform the checkout of utilities and operations of systems and equipment for readiness, perform their initial start-up and testing, and as a condition precedent to receiving a Temporary Certificate of Occupancy Completion, schedule and conduct a training program for Tribe personnel in their operation.

4. At the date of Final Completion, and as a condition precedent to receiving final payment, Design-Builder shall collect all written warranties and deliver them to the Tribe.

SELECTION PROCEEDURE

Selection of a Design-Build Consultant will follow a one-step process. The initial process will be the submittal of a "Statement of Qualifications" which presents, in general terms, the Firm's qualifications, understanding and approach to the Project, and the resources available to perform the work. Specific directions for preparing this submittal are found in this Request for Qualifications, ***Instructions to Offerors*** section. Statement of Qualifications submittals will be reviewed by a 5-Person Qualifications Selection Committee.

STATEMENT OF QUALIFICATIONS REVIEW

Statement of Qualifications submittals will be forwarded to the Selection Committee. The committee will then review the Statement of Qualifications and rate them in accordance with the published evaluation criteria contained herein. The Tribe may conduct interviews with the top three ranked Offerors, or may choose to enter into negotiations with the best-qualified Offeror and execute a contract upon completion of negotiation of fees and contract terms.

Negotiations shall include consideration of compensation and other contract terms that the Tribe determines to be fair and reasonable. In making this decision, the Tribe shall take into account the estimated value, the scope, the complexity and the nature of the services to be rendered. If the Tribe is not able to negotiate a satisfactory contract with the highest qualified Offeror, negotiations will be terminated and the Tribe may undertake negotiations with the next most qualified Offeror on the short list in sequence until a contract is executed, or may decide to terminate the selection process.

Upon successful negotiations, the Tribe shall enter into a written contract with the Contractor for preconstruction services under which the contract the Tribe shall pay the Contractor a fee for preconstruction services in an amount agreed by the Tribe and the Contractor, and the Tribe shall not request a guaranteed maximum price for the construction from the Contractor or enter into a construction contract with the Contractor until after the Tribe has entered into the written contract for preconstruction services and a preconstruction services fee.

Each D-B firm submitting a Offer for any portion of the work contemplated shall execute an affidavit, in the form provided by the owner (Offeror's Eligibility, see attached), to the effect that he or she is eligible to be awarded this contract under federal regulations. Such affidavit shall be attached to the bid.

Construction shall not commence until the Tribe and Contractor agree in writing on a GMP for the construction to be commenced.

***ESTIMATED* SELECTION PROCESS CALENDAR**

****The calendar of the various activities which make-up the Selection Process is as follows:**

RFQ ACTIVITY	DATE	TIME
Advertise Request for Statement of Qualifications (RFQ)	**09/07/16**	
Statement of Qualifications (RFQ) Pre-submittal Conference	**09/22/16**	**2:00 PM**
Submittal of Statement of Qualifications (RFQ)	**10/06/16**	**2:00 PM**
Evaluation and/or Short-list Firms (week of)	**10/10/16**	
Interviews with top three Short-list firms (week of)	**10/10/16**	
Selection of Design Build Firm (week of)	**10/10/16**	
Commence Contract Negotiations (week of)	**10/10/16**	
Award of Contract (Estimated Date)	**11/05/16**	
Notice to Proceed and Commence Work	**Date of Award + 15 Calendar Days**	
Submittal of Schedule of Payment Items	**Date of Award + 20 Calendar Days**	
Substantial Completion	**TBA**	
Final Completion	**TBA**	
Homes Ready for Occupancy	**No later than six (6) months after NTP issued**	

All questions, whether they are of an administrative, contractual, or technical nature, shall be directed to the attention of **Kevin A. Davidson, Planning and Economic Development Director, (928) 769-1310, kdavidson@hualapai-nsn.gov**

TIME OF PERFORMANCE

The homes must be ready for occupancy no later than six (6) months after issuance of Notice to Proceed.

INSTRUCTIONS TO OFFERORS

1. **PRE-SUBMITTAL CONFERENCE:** The date and time of a pre-submittal conference, if applicable, is indicated on the cover page of this document. **While not mandatory, it is highly recommended that all interested Offerors attend this pre-submittal conference.** The purpose of this conference will be to clarify the contents of this solicitation in order to prevent any misunderstanding of the Tribe's position. Any doubt as to the requirements of this solicitation or any apparent omission or discrepancy should be presented to the Tribe at this conference. The Tribe will then determine the appropriate action necessary, if any, and may issue a written amendment to the solicitation. Oral statements or instructions will not constitute an amendment to this solicitation. Persons with a disability may request a reasonable accommodation by contacting **Kevin A. Davidson, (928) 769-1310**. Requests for accommodations must be made forty-eight (**48**) hours in advance of the event.

2. **SUBMITTAL FORMAT: Original and 4 copies (5 total) of each submittal** should be turned in to the Planning Department, on any required forms and in the format specified in the solicitation. The original copy of the submittal should be clearly labeled "Original". The format as outlined in the Uniform Consultant Questionnaire shall be followed. Material shall be in sequence and related to the solicitation. **The sections of the submittal shall be tabbed and clearly identifiable.** The Tribe will not provide any reimbursement for the cost of developing or presenting submittals in response to the selection process. Failure to include any requested information may have a negative impact on the evaluation and/or may result in the rejection of the offeror's submittal.

3. **WHERE TO SEND SUBMITTALS:** In order to be considered, the offeror must complete and send their Statement of Qualifications to the Hualapai Planning and Economic Development Dept., P.O. Box 179 (mailing address), 887 West Highway 66 (physical address), Peach Springs, AZ 86434, by no later than the specified opening date and time. The offeror's submittal shall be presented in a sealed envelope with the **OFFEROR'S NAME** and **RETURN ADDRESS** written on the envelope. The words **"SEALED SUBMITTAL"** with **SERVICE DESCRIPTION**, **SOLICITATION NUMBER**, **DATE**, **TIME**, and **SUBMITTAL OPENING DATE** shall be written on the envelope.

4. **INQUIRIES:** Any question related to this solicitation shall be directed to the Planning Director whose name appears on the front side of this document. **The offeror shall not contact or ask questions of the department for whom the requirement is being procured**. Questions should be submitted in writing when time permits. The Planning Director may require any and all questions to be submitted in writing at their sole discretion. Any correspondence related to a solicitation should refer to the appropriate Solicitation number, page and paragraph number. However, the offeror must not place the number on the outside of an envelope containing questions since such an envelope may be identified as a sealed submittal and may not be opened until after the official submittal due time and date. Oral interpretations or clarifications will be without legal effect. Only questions answered by formal written solicitation amendment will be binding.

5. **CONTRACT NEGOTIATIONS: T**he Tribe may enter into negotiations with the top ranked Offeror to determine fee, and to negotiate any other portion of the Contract deemed by the Tribe to be necessary. In the event that the Tribe is not able to negotiate successfully with the top ranked Offeror, the Tribe shall cease negotiations with that Offeror and either begins negotiations with the next ranked Offeror or may choose to cancel the solicitation in its entirety. In the event that the Tribe is not able to negotiate successfully with the next ranked Offeror, the Tribe shall cease negotiations with that Offeror and either begins negotiations with the third ranked Offeror or may choose to cancel the solicitation in its entirety. Award shall be made by the Chairman of the Board of Supervisors to the Offeror whose submittal and subsequent negotiation is most advantageous to the Tribe.

6. **AWARD OF CONTRACT:** Notwithstanding any other provision of the solicitation, the Tribe reserves the right to:

   (1) waive any immaterial defect or informality; or

(2) reject any or all offers, or portions thereof; or
(3) reissue the solicitation.

7. **FAMILIARIZATION OF SCOPE OF WORK:** Before signing a contract, each Offeror shall familiarize itself with the Scope of Work, laws, regulations and other factors affecting performance of work. It shall carefully correlate its observations with requirements of the solicitation and negotiated contract and otherwise satisfy itself as to the expense and difficulties attending the performance of the work. The signing of a Contract will constitute a representation of compliance by the Offeror. There will be no subsequent financial adjustment, other than that provided by the Contract, for lack of such familiarization.

8. **LATE PROPOSALS:** Peach Springs is considered a "rural" area by many carriers and does not guarantee priority delivery. Late submittals shall be rejected and returned to the bidder regardless of reason for being late.

9. **WITHDRAWAL OF SUBMITTAL:** At any time prior to a specified solicitation due time and date an offeror (or designated representative) may withdraw their proposal by submitting a written request to the responsible Procurement Officer stating the reason for withdrawal.

10. **AMENDMENT OF SOLICITATION:** The Offeror shall acknowledge receipt of a solicitation amendment by signing and returning the document by the specified due time and date.

11. **SUBMITTAL:** The offer and any solicitation amendments must be signed and returned with the offeror's submittal.

12. **CONFIDENTIAL INFORMATION:** If an individual believes that any portion of a submittal, offer, specification, protest, or correspondence contains information that should be withheld, then the Procurement Manager should be so advised in writing. The Tribe shall review all requests for confidentiality and provide a written determination. If the confidential request is denied, such information shall be disclosed as public information, unless the person utilizes the "Protest" provision.

13. **SUBCONSULTANTS:** Offeror must disclose in writing any sub-consultant(s) to be utilized in performance of services herein. For each sub-consultant, detail on respective qualifications must be included.

14. **PROPOSAL REJECTION:** Submission of additional terms, conditions, and/or agreements with the submittal may result in submittal rejection.

15. **VENDOR APPLICATION:** Prior to the award of a contract, the successful offeror shall have a completed vendor application on file with the Finance Department. Information may be obtained by contacting the Planning Department at **(928) 769-1310**.

16. **PREPARATION OF SUBMITTAL:**

A. Evaluation Requirements: The evaluation will be conducted in accordance with the following plan:

1. **Screening Phase:** The criteria for screening firms in this selection process is as follows:
   - **D-B Firm Experience on Similar Projects**
   - **Experience & Qualifications of the D-B Project Team**
   - **Qualifications of the Firm**
   - **Quality & Safety Programs**
   - **Past Performance**
   - **Indian Preference**

Points shall be assigned according to the above listed criteria. The Offerors will then be ranked accordingly. The Tribe reserves the right to conduct interviews with the top-three scoring firms at any point during the evaluation process. However, the Tribe may determine that interviews are not necessary and may enter into negotiations with the top ranked Offeror. In the event interviews are conducted, information provided during the interview process shall be taken into consideration when evaluating the stated criteria.

If the Tribe is unsuccessful in negotiating a contract with the best-qualified Team, the Tribe may then negotiate with the second or third most qualified Team until a contract is executed, or may decide to terminate the selection process.

Past Performance shall be scored by the selection committee based upon all information from Tribe Departments, Project Managers, outside agencies, and references provided by the Design-Build Firm. The Tribe reserves the right to make such additional investigations as it deems necessary to establish the competency and financial stability of any party submitting a proposal.

B. INSTRUCTIONS FOR SUBMITTAL: All submittals shall include any and all forms provided in this solicitation package. It is permissible to copy these forms as required. Facsimiles, telegraphic proposals, or mailgrams shall not be considered. The offer form shall be submitted with an original ink signature by the person authorized to sign the submittal. Erasures, interlineations, or other modifications in the submittal shall be initialed in original ink by the authorized person signing the Consultant offer. Periods of time, stated as a number of days, shall be in **consecutive calendar days**. It is the responsibility of all offerors to examine the entire RFQ package, to seek clarification of any requirement that may not be clear, and to check all responses for accuracy before sending in a submittal.

Statements of Qualifications shall be limited to the information specifically requested. Submittals failing to follow the section format instructions outlined below may be rejected. The Proposer will be notified in writing of the reason(s) for rejection. A page is one side of an 8 1/2" x 11" sheet (minimum font size is 11 pt).

1. **COVER LETTER** - Shall contain the following information **(2 Pages Maximum)**:

   - An expression of the firm's interest in being selected for this Project.
   - A statement confirming the commitment of the key personnel identified in the submittal to the extent necessary to meet the Tribe's quality and schedule expectations.
   - The name and Registration number of the principle or officer, properly registered with the Arizona Registrar of Contractors at the time of submittal, which will be responsible for the design work included in this contract.
   - A statement detailing the legal structure of the firm's project team and/or consortium of firms.
   - A summary of key points regarding the firm's qualifications pertaining to steel or equivalent, structures. The cover letter shall also identify a single individual as the Tribe's point of contact for any future correspondence.

2. **UNIFORM QUESTIONNAIRE - The format as outlined in the Uniform Consultant Questionnaire shall be followed.** Statements of Qualifications should be limited to a maximum of **TWENTY (20)** pages, excluding the resumes of key personnel. If dividers are used and contain project-specific information, they will be counted as pages. Foldout pages shall not be allowed.

3. **SUPPORTIVE INFORMATION -** Supportive information may include organizational charts, capacity charts, graphs, photographs, maps, additional resumes, references, etc., and is totally discretionary to the Offeror. Supportive information shall be limited to **TEN (10)** pages maximum.

STATEMENT OF QUALIFICATIONS REQUIRED FORMAT

FORMAT CONTENT	MAXIMUM POINTS	MAXIMUM PAGES
• **INTRODUCTORY LETTER**	**N/A**	**2**
• **EVALUALTION CRITERIA**	**107**	**20**
1. D-B Firm Experience on Similar Projects	20	
2. Experience & Qualifications of the D-B Project Team	20	
3. Available Resources to Complete The Project	20	
4. Qualifications of the D-B Team	15	
5. Quality & Safety Programs	15	
6. Past Performance	10	
7. Indian Preference	7	
• **SUPPORTIVE INFORMATION**	**N/A**	**10**
• **DESIGN-BUILD FIRM'S INFORMATION FORM**	**N/A**	**As Required**
• **AMENDMENTS**	**N/A**	**As Required**

UNIFORM CONSULTANT QUESTIONNAIRE

*****The information that must be included in the discussion of qualifications is outlined here:**

1. D-B FIRM EXPERIENCE ON SIMILAR PROJECTS (20 POINTS)

- Discuss generally the tasks involved in this Project. Outline your overall approach for dealing with the tasks and provide a general schedule. A graphical depiction may be included with the evaluation criteria.

- Identify special issues or problems that are likely to be encountered during construction. Demonstrate clearly and concisely your Firm's understanding of the technical and institutional elements which must be addressed.

- Provide a detailed discussion concerning areas of opportunity for design innovation

- Explain your understanding of partnering and how it will be implemented on this Project.

2. EXPERIENCE & QUALIFICATIONS OF THE D-B PROJECT TEAM (20 POINTS)

- Identify the legal structure of the firm and/or consortium of firms preparing the Statement of Qualifications. Describe the business experience of the firm(s) as it relates to carrying out this proposed project.

- List at least five (**5**) similar projects completed within the last five (**5**) years by the contractor and designer with a brief description of each project. An Owner's reference shall be included for each project listed. As a minimum, the reference shall include the Owner's name and current telephone number.

- Describe the organizational structure of the firm, the management approach, and how each partner and major subcontractor fit into the structure; name and role.

- Experience of the firm and familiarity of the project team with Indian Tribes in general and specifically the Hualapai Indian Tribe. Emphasis will be placed on current experience in design for Indian Communities and demonstrated sensitivity to situations unique to Indians and solutions. This includes the firm's ability to deal administratively with Indian Tribes and federal agencies (Indian Health Services).

- Identify the Primary firm, the Project Manager, Key Staff, and other members of the Project Team, their qualifications and experiences, and address the role each member will perform in this Project. Provide a current resume for the following personnel:

  a. Design-Build Project Manager. The person (or persons) who (**1**) will be responsible for ensuring that adequate personnel and other resources are made available for this project; (**2**) will handle all contractual matters, and; (**3**) will be ultimately responsible for the quality and timeliness of the Design-Build team's performance. State the person's position and authority within the Design-Build firm. Discuss previous projects similar in nature for which this person has performed a similar function.

  b. Design Project Manager. The person who will actively manage the design of this project. Identify all projects that person will be involved with concurrently with the design of this project and the anticipated time commitment to each. List recent similar projects for which this person has performed a comparable function. Discuss relevant experience, professional registrations, education, awards, and other components of qualifications applicable to this project.

c. **Contractor's Project Manager/Engineer.** The person who will actively manage the construction of this Project. Identify all projects that person will be involved with concurrently with the construction of this project and the anticipated time commitment to each. List recent similar projects for which this person has performed a comparable function. Discuss relevant experience, professional registrations, education, awards, and other components of qualifications applicable to this project. Individual must have at least three (**3**) years of experience in the construction of single-family homes.

d. **Project Engineer(s) and/or Other Responsible Personnel** (e.g., Structure, FMS Managers, etc). Identify other members of the project team including sub consultants/subcontractors that provide special expertise or will perform key tasks. Describe their anticipated roles.

3. QUALIFICATIONS OF THE D-B FIRM (15 POINTS)

- Discuss the relevant new home construction experience of the firm. Projects listed should be similar in nature to the current project and to the extent possible involve team members proposed for this project. List any awards received as a result of relevant past work.

- Show experience in energy-efficient design. Certification under the USGBC LEED system is evidence of proficiency in energy-efficient design.

- List all major projects that have resulted in time extensions and/or the assessment of liquidated damages against any participant in the last three (**3**) years.

- Furnish examples of projects in which participants have completed their tasks ahead of schedule and/or below budget, including an explanation of how this was accomplished.

- For similar type projects, describe total project costs and the total value of change orders and claims.

- Describe the methods the Firm has in place for addressing claims, Contract modifications, and schedule recovery to maintain the completion date.

- Describe Proposer's internal procedures for developing, monitoring, and maintaining project schedules.

4. AVAILABLE RESOURCES TO COMPLETE THE PROJECT (20 POINTS)

- Indicate the resources that will be made available, and from what source, to perform the work for the Project. Demonstrate that appropriate resources will be committed to perform the work and complete the Project on schedule.

- Discuss quantitatively how this Project would impact the current and anticipated workload of the office(s) which will perform this work. If staffing up will be necessary, discuss in which areas it will be necessary, and how it will be accomplished.

- Describe any equipment or any other resources the Firm has which will enhance their ability to accomplish this project.

- Describe any notable expertise, or other special capabilities of members of the Design-Build project team that are critical to your proposal.

5. QUALITY & SAFETY PROGRAMS (15 POINTS)

- Describe the expertise of Design-Builder's Quality Manager and Quality Testing Supervisor.

- Identify primary contractor and consultant's policies/procedures for quality control/assurance and cost control in both design and construction phases.

- Describe Design-Builder's internal quality management procedures. Define integration of all team members including sub-consultants and subcontractors.

- Describe how the Design-Builder's quality program would enhance the development of this project.

- Expertise of Design-Builder's safety officer. List all OSHA-qualified "Competent Persons" who will be assigned to the project.

- Provide documentation of the past three (**3**) year safety record on all construction projects (e.g., OSHA citations - list circumstances and outcome, etc.)

- Provide a brief overview of the Design-Builder's safety program.

5. PAST PERFORMANCE (10 POINTS)

- Provide past project examples which best illustrate current qualifications relevant to this project. Include project name, location, nature of firm's responsibility, project Owner's name & address, Owner's Project Manager's name & current telephone number, completion date (estimated & actual), estimated cost for both the Entire Project and for work for which the Firm was/is responsible.

6. INDIAN PREFERENCE (7 POINTS)

- For firms meeting Indian preference criteria, the Indian Enterprise Qualification Statement form is required for point award and is available upon request (see attached Indian Enterprise Qualification Statement).

7. PART C - SUPPORTIVE INFORMATION

Supportive information may include organizational charts, capacity charts, graphs, photographs, maps, additional resumes, references, etc., and is totally discretionary to the Proposer provided a ten (**10**) page limit is maintained.

8. PART D - DESIGN-BUILD FIRM'S INFORMATION FORM

Complete the form as provided **(see next page)**.

9. PART E - AMENDMENTS (NO PAGE LIMIT)

Receipt of Amendments issued prior to submission of the Statement of Qualifications shall be acknowledged by including a signed copy of the Amendment in the Statement of Qualifications submittal.

DESIGN-BUILD FIRM'S INFORMATION FORM

CONTACT PERSON: _____

DESIGN-BUILD FIRM: _____

ADDRESS: _____

_____

CITY/STATE/ZIP: _____

TELEPHONE/FAX: _____

CONTACT PERSON: _____

PRIMARY CONTRACTOR: _____

ADDRESS: _____

_____

CITY/STATE/ZIP: _____

TELEPHONE/FAX: _____

AZ. CONTRACTOR
LICENSE NUMBER: _____

CONTACT PERSON: _____

PRIMARY DESIGNER: _____

ADDRESS: _____

_____

CITY/STATE/ZIP: _____

TELEPHONE/FAX: _____

AZ. REGISTRATION No.: _____

SUBCONSULTANTS/SUBCONTRACTORS FORM

Firm Name	Type of Work	Responsible Principle	Registration/License #

SPECIAL TERMS AND CONDITIONS

1. INSURANCE REPRESENTATIONS AND REQUIREMENTS:

1.1 Without limiting any obligations or liabilities of the Contractor, the Contractor shall purchase and maintain, at its own expense, hereinafter stipulated minimum insurance with insurance companies duly licensed by the State of Arizona with an AM Best, Inc. rating of FSC VIII A- or above with policies and forms satisfactory to the Tribe's Grants and Contracts Administrator. Failure to maintain insurance as specified herein may result in termination of this Contract at the Tribe's option.

1.2 By requiring insurance herein, the Tribe does not represent that coverage and limits will be adequate to protect the Contractor, his consultants or subcontractors. The Tribe reserves the right to review any and all of the insurance policies and/or endorsements cited in this Contract but the Tribe has no obligation to do so. Failure to demand such evidence of full compliance with the insurance requirements set forth in this Contract or failure to identify any insurance deficiency shall not relieve Contractor from, nor be construed or deemed a waiver of, its obligation to maintain the required insurance at all times during the performance of this Contract.

1.3 All coverage and self insured retention or deductible portions of insurance of Contractor, his consultants, and his subcontractors at any level, except Workers' Compensation insurance and Professional Liability insurance, if applicable, shall name by written endorsement to the fullest extent permitted by law for claims arising out of the performance of the Work included in this Contract, the Tribe and its agents, representatives, officers, directors, officials and employees as Additional Insured as specified under the respective coverage sections of this Contract. In addition, all coverage and self insured retention or deductible portions of insurance of Contractor shall name by written endorsement to the fullest extent permitted by law for claims arising out of the performance of the Work included in this Contract his consultants and his subcontractors at any level as Additional Insured as specified under the respective coverage sections of this Contract.

1.4 All insurance required herein shall be maintained in full force and effect until all Work or services required to be performed under the terms of this Contract is satisfactorily performed, completed and Final Payment has been made by Contractor. All insurance required herein shall be non-cancellable except by sixty (60) day written notice to the Tribe.

1.5 Contractor's, consultant's, and Subcontractor's insurance shall be primary insurance with respect to performance of the work included in this Contract and in the protection of the Tribe as Additional Insureds. The policies required by this Contract shall have attached an "Additional Insured Endorsement" form that includes the Tribe as well as its agents, representatives, officers, directors, officials, and employees as insured parties. The forms shall stipulate that the insurance afforded by the policies shall be by primary insurance and that any insurance, self-insured retention, deductibles, or risk retention programs maintained or participated in by the Tribe or its agents, representatives, officers, directors, officials and employees shall be excess and not contributory to insurance required herein.

1.6 In the event any insurance policies required to be furnished by Contractor for this Contract are written on a "claims made" basis, coverage shall extend, either by keeping coverage in force or purchasing an extended reporting option, for five (5) years past completion and acceptance of the Work or services. Such continuing coverage shall be evidenced by submission of annual Certificates of Insurance citing applicable coverage is in force and containing the provisions as required herein for the five-year period. The obligation of the Architect to supply the same coverage is contingent upon the coverage being reasonably available and affordable.

1.7 Each policy of Contractor, Contractor's consultants, and Subcontractors, including Workers' Compensation insurance, shall contain a waiver of rights of recovery (subrogation) against the Tribe and its agents, representatives, officers, directors, officials, and employees for any claims arising out of the work or services of Contractor, consultant, or Subcontractor. Contractor shall arrange to have such subrogation waivers incorporated into each policy via formal written endorsement thereto.

1.8 The policies set forth in these requirements may provide coverage that contains deductibles or self-insured retention amounts. Such deductibles or self-insured retention shall not be applicable with respect to the policy limits provided to the Tribe. Contractor shall be solely responsible for any such deductible or self-insured retention amount. The Tribe, at its option, may require Contractor to secure payment of such deductible or self-insured retention by a surety bond or irrevocable and unconditional letter of credit.

1.9 For any work under this Contract subcontracted in any way, Contractor shall execute written agreement with each consultant or Subcontractor containing the indemnification provisions set forth herein and insurance requirements set forth herein protecting the Tribe and Contractor. Contractor shall be responsible for executing the agreement with consultant or subcontractor and providing the Tribe's Grants and Contracts Administrator with certificates of insurance verifying the insurance requirements. Subject to the Tribe's prior written approval, which approval shall not be unreasonably withheld, Contractor may, at Contractor's option and at Contractor's sole risk, allow minor subcontractors to deviate from these insurance requirements, for insurance other than professional liability, due to insurance market availability or affordability issues. Issuance of any such prior written approval is at the sole discretion of the Tribe and shall in no way relieve Contractor of any of its responsibilities under this Contract, nor shall it constitute a waiver of any claims or damages otherwise available by law or contract to the Tribe.

1.10 Prior to commencing any work or services under this Contract, Contractor shall furnish Contract's Administrator with certificate(s) of insurance, or formal endorsements as required by this Contract, issued by the insurers of the Contractor, consultants, and Subcontractors as evidence that policies are placed with acceptable insurers as specified herein and provide the required coverage, conditions and limits of coverage specified in this Contract and that such coverage and provisions are in full force and effect. If a certificate of insurance is submitted as verification of coverage, the Tribe will reasonably rely upon the certificate of insurance as evidence of coverage but such acceptance and reliance shall not waive or alter in any way the insurance requirements or obligations of this Contract. If any of the policies required herein expire during the life of this Contract, it shall be Contractor's responsibility to forward renewal certificates containing all insurance provisions required herein within Ten (10) Days after the renewal date. Additionally, certificates of insurance submitted without referencing the Project, the project number, and the contract number will be subject to rejection and returned or discarded. Certificates of insurance shall specifically include the following provisions:

a. The Tribe and its agents, representatives, officers, directors, officials and employees are Additional Insured as follows:
(i) Commercial General Liability - Under Insurance Services Office, Inc., ("ISO") current Form CG 20 10 or equivalent.
(ii) Auto Liability - Under current ISO Form CA 20 48 or equivalent.
(iii) Excess Liability - Follow Form to underlying insurance.

b. Contractor's, consultant's, and Subcontractor's insurance shall be primary insurance as respects performance of the Work included in this Contract.

c. All policies, including Workers' Compensation, waive rights of recovery (subrogation) against the Tribe and its agents, representatives, officers, directors, officials and

employees for any claims arising out of work or services performed by Contractor under this Contract.

d. A 60-day advance notice cancellation provision to be provided to the Tribe's Grants and Contracts Administrator. If ACORD certificate of insurance form is used, the phrases in the cancellation provision "endeavor to" and "but failure to mail such notice shall impose no obligation or liability of any kind upon the company, its agents or representatives" shall be deleted. Certificate forms other than ACORD form shall have similar restrictive language deleted.

e. Certificates of Insurance and any notice of cancellation should be addressed as follows:

The Hualapai Tribe
P.O. Box 179
Peach Springs, AZ 86434

1.11 Contractor, his consultants, and subcontractors shall not fail to comply with the claim reporting provisions of the insurance policies required herein or cause a breach of any insurance policy warranty that would affect the coverage and protection of the Tribe provided by the policy.

1.12 <u>Required Insurance Coverage</u>

1.12.1 Contractor shall maintain "occurrence" form Commercial General Liability insurance with an unimpaired limit of not less than two million dollars ($2,000,000.00) for each occurrence. The policy shall cover liability arising from premises, operations, independent contractors, products-completed operations, property damage, bodily injury, personal injury and advertising injury. Coverage under the policy will be at least as broad as ISO current policy Form CG 00 010 or equivalent thereof, including but not limited to, separation of insured's clause; and shall not contain a sunset provision or commutation clause, nor any provision which would serve to limit third party action over claims. Further, the policy shall include coverage for the hazards commonly referred to as X (explosion), C (collapse), U (underground). The products and completed operations coverage shall extend for ten (10) years past acceptance, cancellation or termination of the Work. Said policy shall contain a severability of interest provision. To the fullest extent allowed by law, for claims arising out of the performance of this Contract, the Tribe and its agents, representatives, directors, officers, officials and employees shall be cited as an Additional Insured under ISO current Commercial General Liability Additional Insured Endorsement Form CG 20 10, or equivalent, which shall read "Who is an Insured (Section II) is amended to include as an insured the person or organization shown in the Schedule, but only with respect to liability arising out of "your work" for that insured by or for you." If any Excess insurance is utilized to fulfill the requirements of this paragraph, such Excess insurance shall be "follow form" equal or broader in coverage scope than underlying insurance.

1.12.2 Contractor shall maintain his own occurrence based Professional Liability insurance covering negligent errors and omissions arising out of the work or services performed by Contractor, or anyone employed by Contractor, or anyone for whose negligent acts, mistakes, errors and omissions Contractor is legally liable, of one million dollars ($1,000,000.00) each claim and two million dollars ($2,000,000.00) all claims. In the event the Professional Liability insurance policy is written on a "claims made" basis, coverage shall extend for five (5) years past completion and acceptance of the work or services, and Contractor shall be required to submit certificates of insurance evidencing proper coverage is in effect as required above.

1.12.3 Contractor shall ensure and evidence that Architect/Engineer maintains Professional Liability insurance covering errors and omissions arising out of the work or services performed by Architect, or anyone

employed by Architect, or anyone for whose acts, mistakes, errors and omissions Architect is legally liable, with a liability insurance limit of one million dollars ($1,000,000.00) each claim and two million dollars ($2,000,000.00) liability limit for all claims. In the event the Professional Liability insurance policy is written on a "claims made" basis, coverage shall extend for five (5) years past completion and acceptance of the work or services, and Architect shall be required to submit Certificates of Insurance evidencing proper coverage is in effect as required above. The obligation to keep this coverage in force is contingent upon the coverage being reasonably available. Architect shall require all his sub-consultants or subcontractors to maintain Professional Liability insurance with coverage in amounts appropriate to the portion of the work assigned to each sub-consultant or subcontractor.

1.12.4 Contractor, his consultants, and Subcontractors shall maintain Business Automobile Liability insurance with a limit of one million dollars ($1,000,000) each occurrence on Contractor's owned, hired and non-owned vehicles assigned to or used in the performance of the Contractor's work or services under this Contract. Coverage will be at least as broad as ISO coverage code "1" "any auto" current policy form CA 00 01 or equivalent thereof. To the fullest extent allowed by law, for claims arising out of the performance of this Contract, the Tribe and its agents, representatives, officers, directors, officials and employees shall be cited as Additional Insureds under ISO Business Auto policy Designated Insured Endorsement form CA 20 48 or equivalent. If any Excess insurance is utilized to fulfill the requirements of this paragraph, such Excess insurance shall be "follow form" equal or broader in coverage scope then underlying insurance.

1.12.5 Contractor, his consultants, and Subcontractors shall maintain Workers' Compensation insurance to cover obligations imposed by federal and state statutes having jurisdiction of Contractor's employees engaged in the performance of work or services under this Contract and shall also maintain Employers Liability Insurance of not less than one million dollars ($1,000,000.00) for each accident, one million dollars ($1,000,000.00) disease for each employee and one million dollars ($1,000,000.00) disease policy limit.

1.12.6 Contractor shall be responsible for purchasing and maintaining Builder's Risk and Course of Construction insurance, including flood and earthquake insurance, to protect the Project from perils of physical loss, in an amount equal to the contract value. The insurance shall provide for all costs of replacement for the entire Project at the time of any loss. The insurance shall include as named insureds the Tribe, and its agents, representatives, officers, directors, officials, and employees, the Contractor, the Contractor's consultants and subcontractors and sub subcontractors and shall insure against loss from the perils of fire and all-risk coverage for physical loss or damage due to theft, lightning, vandalism, collapse, malicious mischief, riot, civil commotion, landslide, smoke, sprinkler leak, water damage, windstorm, hail, transit, flood, earthquake, testing, resulting loss arising from defective design, negligent workmanship or defective material during the Work until Final Payment. Contractor shall increase the coverage limits as necessary to reflect changes in the estimated replacement cost. Policy shall be endorsed such that the insurance shall not be canceled or lapse because of any partial use or occupancy by the Tribe.

1.13 <u>Certificates Of Insurance</u>

Prior to commencing the Work under this Contract, Contractor shall furnish the Tribe's Grants and Contracts Administrator with certificates of insurance, and formal endorsements as required by this Contract, issued by Contractor's, consultant's, and Subcontractor's insurer(s), as evidence that policies providing the required coverage, conditions and limits required by this Contract are in full force and effect. Contractor may submit a written request to the Tribe to delay the purchase of certain of the policies required herein until Contractor mobilizes at the site. Unless otherwise specified in this Contract, in the event any insurance policy(ies) required by this Contract is(are) written on a "claims made" basis, coverage shall extend for five years past completion and acceptance of Contractor's work or services and as evidenced by annual certificates of insurance. If a policy does expire during the life

of the Contract, a renewal certificate must be sent to the Tribe thirty (30) Days prior to the expiration date. All certificates of insurance required by this Contract shall be identified by Project name. The Tribe reserves the right to request and receive, within ten working days, certified copies of any or all of the above insurance policies and/or endorsements. Failure to demand such evidence of full compliance with the insurance requirements set forth in this Contract or failure to identify any insurance deficiency shall not relieve Contractor from, nor be construed or deemed a waiver of, its obligation to maintain the required insurance at all times during the performance of this Contract. Contractor acknowledges that the Tribe's Grants and Contracts Administrator will review all required certificate(s) of insurance with endorsement(s) for verification of compliance with this Contract.

1.14 Cancellation And Expiration Notice

Insurance required herein shall not expire, be canceled, or materially changed without 60 days' prior written notice to the Tribe.

1.15 Failure Of Compliance

Should the Contractor fail to provide and maintain in force any and all insurance, or insurance coverage required by this Contract or by law, or should a dispute arise between the Tribe and any insurance company of Contractor over policy coverage or limits of liability as required herein, the Tribe will be entitled to recover from Contractor all amounts payable, as a matter of law, to the Tribe or any other parties, had the required insurance or insurance coverage been in force. Said recovery will include, but is not limited to, interest for the loss of use of such amounts of money, plus all attorneys' fees, costs, and expenses incurred in securing such determination and any other consequential damages arising out of the failure of Contractor or insurance company to comply with the provisions of this Contract, or any policy required hereby, or any other requirements regarding insurance imposed by law. Nothing herein shall limit any damages for which Contractor is responsible as a matter of law.

1.16 Indemnity

To the fullest extent permitted by law, Contractor shall defend, indemnify and hold harmless the Tribe and its agents, representatives, officers, directors, officials, and employees of any of them from and against all claims, damages, losses and expenses (including but not limited to attorneys' fees, court costs and the cost of appellate proceedings) relating to, arising out of, or alleged to have resulted from either directly or indirectly the negligent acts, errors, mistakes, omissions, work or services of the Contractor, its employees, consultants, agents, or any tier of subcontractors in the performance of this Contract. Contractor's duty to defend, hold harmless and indemnify the Tribe and its agents, representatives, officers, directors, officials, and employees shall arise in connection with any claim, damage, loss or expense that is attributable to bodily injury, sickness, disease, death, or injury to, impairment or destruction of property, including loss of use resulting there from, caused by any negligent acts, errors, mistakes, omissions, work or services in the performance of this Contract including any employee of Contractor or any tier of consultant or subcontractor or any other person for whose acts, errors, mistakes, omissions, work or services the Contractor may be legally liable. The amount and type of insurance coverage requirements set forth herein are separate and independent from the indemnity provisions of this paragraph and will in no way be construed as limiting the scope and magnitude of the indemnity provisions of this paragraph.

2. PERFORMANCE AND PAYMENT BONDS:

2.1 Within fourteen (14) days of entering into this Contract, and prior to commencing any construction activities, Contractor shall furnish the Tribe with an irrevocable security binding Contractor to provide faithful performance of the Contract in the amount of one hundred percent (100%) of the percentage of the Contract Sum attributable to construction, payable to the Tribe. Performance security

shall be in the form of a Performance Bond. If Contractor fails to execute the security document as required, Contractor may be found in material default of the Contract, permitting the Tribe to terminate this Contract. In case of default the Tribe reserves all rights. All Performance Bonds shall be executed on State of Arizona approved forms, duly executed by Contractor as Principal and having as Surety thereon a Surety company approved by the Tribe's Grants and Contracts Administrator and holding a Certificate of Authority issued by the Arizona Department of Insurance to transact surety business in the State of Arizona. A copy of the Certificate of Authority shall accompany the bonds. The Certificate shall have been issued or updated within two years prior to the execution of this Contract. The conditions and provisions of the bonds regarding the surety's obligation shall follow the form set forth in A.R.S. § 34-222; Subsection G. The cost of the bonds shall be included in the Contract Sum. Individual sureties are unacceptable. All Insurers and Sureties shall have at the time of submission of bonds a rating of FSC VIII A- or better as currently listed in the most recent Best Key Guide, published by the A.M. Best Company.

2.2 Within fourteen (14) days of entering into this Contract, and prior to commencing any construction activities, Contractor shall furnish the Tribe with an irrevocable security for the protection of all persons supplying labor and material to Contractor or any subcontractor for the performance of any work related to the Contract. Payment security shall be in the amount of one hundred percent (100%) of the portion of the Contract Sum attributable to construction and be payable to the the Tribe. Payment security shall be in the form of a payment bond. All payment bonds shall be executed on State of Arizona approved forms, duly executed by Contractor as Principal and having as Surety thereon a Surety company approved by the Tribe's Grants and Contracts Administrator and holding a Certificate of Authority issued by the Arizona Department of Insurance to transact surety business in the State of Arizona. A copy of the Certificate of Authority shall accompany the bonds. The Certificate shall have been issued or updated within two years prior to the execution of this Contract. The conditions and provisions of the bonds regarding the surety's obligation shall follow the form set forth in A.R.S. § 34-222; Subsection F. The cost of the bonds shall be included in the Contract Sum. Individual sureties are unacceptable. All Insurers and Sureties shall have at the time of submission of bonds a rating of FSC VIII A- or better as currently listed in the most recent Best Key Guide, published by the A.M. Best Company.

2.3 The bonds shall be written or countersigned by an authorized representative of the surety who is either a resident of the state of Arizona or whose principal office is maintained in this state, as by law required, and Contractor shall require the attorney-in-fact who executes the required bond on behalf of the surety to affix thereto a certified and current copy of the Power of Attorney.

2.4 Upon the request of any person or entity appearing to be a potential beneficiary of bonds covering payment of obligations arising under the Contract, Contractor shall promptly furnish a copy of the bonds or shall permit a copy to be made.

3. **AMENDMENTS:** Amendments may be obtained from the Tribe's website at: **www.hualapai-nsn.gov.** It is the bidder's responsibility to obtain a copy of any amendment relevant to this solicitation. Internet access is available at all public libraries. Any interested offerors without internet access may obtain a copy of this solicitation by calling **(928) 769-1310**, or a copy may be picked up during regular business hours at the Planning Department, 887 W. Highway 66, Peach Springs, AZ 86434. The Tribe takes no responsibility for informing recipients of changes to the original solicitation document. Failure to submit signed amendments with the bid response may be grounds for deeming submittal non-responsive.

4. **CONFLICT OF INTEREST:** Sub consultants who design and/or develop specifications for materials for this project will be precluded from contract award for that item if a solicitation is issued for the item.

STANDARD TERMS AND CONDITIONS

1. DEFINITION OF KEY WORDS USED IN THIS SOLICITATION:

Shall, Will, Must: Indicates a mandatory requirement. Failure to meet these mandatory requirements may result in the rejection of submittal as non-responsive.
Should: Indicates something that is recommended but not mandatory. If the offeror fails to provide recommended information, the Tribe may, at its sole option, ask the offeror to provide the information or evaluate the submittal without the information.
May: Indicates something that is not mandatory but permissible.

For purposes of this solicitation, the following definitions shall apply:

A. **Hualapai Tribe –** The Tribe, Peach Springs, Arizona, 941 Hualapai Way, Peach Springs, AZ 86434

B. **Agency or User Department** – Used interchangeably to mean the Tribal department or division responsible for managing the project.

C. **Design-Build --** The process of entering into and managing a contract between the Tribe and a contractor in which the Contractor agrees to both design and build a structure and in which design and construction services may be in sequential or concurrent phases, and which may include finance services, maintenance services, operations services, design services, and pre-construction services.

D. **Contractor or Firm** – Used interchangeably in referring to the person, firm or corporation with whom the Tribe has entered into the Contract.

E. **Evaluation Committee** – The committee established to formally evaluate Statements of Qualifications according to the evaluation criteria listed herein.

F. **Joint Venture** – Two or more persons or entities combining their property, money, skills, and knowledge to form a distinct legal entity to carry out a single business enterprise for profit, pursuant to a written agreement.

G. **Contract -** The legal agreement executed between the Tribe and the Design-Builder. The preferred contract will use AIA Document 141-2004, Standard Form of Agreement Between Owner and Design-Builder.

H. **Tribe Project Manager -** The Tribal employee specifically designated as responsible for monitoring and overseeing the performance under this Contract, also referred to as the Tribe's Designated Contract Representative.

I. **Procurement Manager -** The contracting authority for the Tribe, Peach Springs, AZ.

2. CERTIFICATION: By signature in the offer section of the Offer page, Consultant certifies:

A. The submission of the offer did not involve collusion or other anti-competitive practices.

B. The Consultant shall not discriminate against any employee or applicant for employment in violation of Federal Executive Order 11246.

C. The Consultant has not given, offered to give, nor intends to give at any time hereafter, any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant in connection with the submitted offer.

D. The Consultant submitting the offer hereby certifies that the individual signing the offer is an authorized agent for the Consultant and has the authority to bind the Consultant to the Contract.

3. TERMINATION OF CONTRACT: This contract may be terminated at any time by mutual written consent, or by the Tribe, with or without cause, upon giving thirty (30) days written notice to you. The Tribe at its convenience, by written notice, may terminate this contract, in whole or in part. If this contract is terminated, the Tribe shall be liable only for payment under the payment provisions of this contract for services rendered and accepted material received by the Tribe before the effective date of termination.

The Tribe reserves the right to cancel the whole or any part of this contract due to failure of contractor to carry out any term, promise, or condition of the contract. The Tribe will issue a written ten (10) day notice of default to contractor for acting or failing to act as in any of the following:

A. In the opinion of the Tribe, contractor provides personnel that do not meet the requirements of the contract;

B. In the opinion of the Tribe, contractor fails to perform adequately the stipulations, conditions or services/specifications required in this contract;

C. In the opinion of the Tribe, contractor attempts to impose on the Tribe personnel or materials, products or workmanship, which is of an unacceptable quality.

D. Contractor fails to furnish the required service and/or product within the time stipulated in the contract;

E. In the opinion of the Tribe, contractor fails to make progress in the performance of the requirements of the contract and/or give the Tribe a positive indication that contractor will not or cannot perform to the requirements of the contract.

Each payment obligation of the Tribe created hereby is conditioned upon the availability of Tribal, State and Federal funds which are appropriated or allocated for the payment of such an obligation. If funds are not allocated by the Tribe and available for the continuance of service herein contemplated, the contract period for the service may be terminated by the Tribe at the end of the period for which funds are available. The Tribe shall notify contractor at the earliest possible time which service will or may be affected by a shortage of funds. No penalty shall accrue to the Tribe in the event this provision is exercised, and the Tribe shall not be obligated or liable for any future payments due or for any damages as a result of termination under this paragraph.

4. RECORDS: Internal control over all financial transactions related to this contract shall be in accordance with sound fiscal policies. The Tribe may, at reasonable times and places, audit the books and records of you or any and all of your subcontractors. Said audit shall be limited to this contract and its scope of services.

5. INDEPENDENT CONTRACTOR: It is clearly understood that each party shall act in its individual capacity and not as an agent, employee, partner, joint venturer, or associate of the other. An employee or agent of one party shall not be deemed or construed to be the employee or agent of the other party for any purpose whatsoever.

Contractor shall not be entitled to compensation in the form of salaries, or to paid vacation or sick days by the Tribe, and that such days do not accumulate for the use of same at a later date.

The Tribe will not provide any insurance coverage to the Contractor, including Workmen's Compensation coverage. The Contractor is advised that taxes or social security payments shall not be withheld from a Tribe payment issued hereunder and that Contractor should make arrangements to directly pay such expenses, if any.

6. **INDIAN PREFERENCE:** The Contractor and each of its subcontractors shall give preference in all hiring to Indians as required by the Indian preference in accordance with 25 U.S.C. § 450e(b). Except as set forth in 25 U.S.C. § 450e(b), Contractor, its subcontractor(s) and supplier(s) agree to adhere to a policy of equal employment opportunity and demonstrate an affirmative effort to recruit, hire, promote and upgrade the position of employees regardless of race, color, religion, ancestry, sex, age, disability, national origin, sexual orientation, gender identity, familial status, or marital status and who agree and are responsive to the Tribe's goals.

7. **HUMAN RELATIONS:** Contractor agrees to abide by the provisions of the Tribe's Procurement Code relating to provisions against discrimination required in all Tribe contracts.

8. **NON-EXCLUSIVE CONTRACT:** Any contract resulting from this solicitation shall be awarded with the understanding and agreement that it is for the sole convenience of the Tribe. The Tribe reserves the right to obtain like goods or services from another source when necessary.

9. **AMERICANS WITH DISABILITIES ACT:** Except as set forth in 42 U.S.C. § 2000e-2(i), this Contract is subject to all applicable provisions of the Americans with Disabilities Act (Public Law 101-336, 42 U.S.C. 12101-12213) and applicable federal regulations under the Act.

10. **CONFIDENTIALITY OF RECORDS:** The Contractor shall establish and maintain procedures and controls that are acceptable to the Tribe for the purpose of assuring that no information contained in its records or obtained from the Tribe or from others in carrying out its functions under the contract shall be used by or disclosed by it, its agents, officers, or employees, except as required to efficiently perform duties under the contract. Persons requesting such information should be referred to the Tribe. Contractor also agrees that any information pertaining to individual persons shall not be divulged other than to employees or officers of contractor as needed for the performance of duties under the contract, unless otherwise agreed to in writing by the Tribe.

11. **SHIPMENT UNDER RESERVATION PROHIBITED:** Contractor is not authorized to ship materials under reservation and no tender of a bill of lading shall operate as a tender of the materials. Non-compliance shall conform to the cancellation clause set forth within this document.

12. **GRATUITIES:** The Tribe may, by written notice to the Contractor, cancel this contract if it is found that gratuities, in the form of entertainment, gifts or otherwise, were offered or given by the contractor or any agent or representative of the Contractor, to any officer or employee of the Tribe amending, or the making of any determinations with respect to the performing of such contract. In the event this contract is canceled by the Tribe pursuant to this provision, the Tribe shall be entitled, in addition to any other rights and remedies, to recover or withhold from the Contractor the amount of the gratuity.

13. **APPLICABLE LAW:** This contract shall be governed by the laws of the Hualapai Tribe.

14. **CONTRACT:** The contract shall be based upon the Request for Qualifications issued by the Tribe and the offer submitted by the Contractor in response to the Request for Qualifications. The offer shall substantially conform to the terms, conditions, specifications and other requirements set forth within the text of the Request for Qualifications. The Tribe reserves the right to clarify any contractual terms with the concurrence of the Contractor; however, any substantial non-conformity in the offer, as determined by the Tribe's Procurement Manager, shall be deemed non-responsive and the offer rejected. The contract shall contain the entire agreement between the Tribe and the Contractor relating to this requirement and shall prevail over any and all previous agreements, contracts, proposals, negotiations, purchase orders, or master agreements in any form.

15. **DISPUTE RESOLUTION:** All claims and controversies arising under this contract shall be resolved in the Hualapai Tribal Court.

16. CONTRACT AMENDMENTS: This contract shall be modified only by a written contract amendment signed by persons duly authorized to enter into contracts on behalf of the Contractor and the Tribe.

17. PROVISIONS REQUIRED BY LAW: Each and every provision of law and any clause required by law to be in the contract shall be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon the application of either party the contract shall forthwith be physically amended to make such insertion or correction.

18. SEVERABILITY: The provisions of this contract are severable to the extent that any provision or application held to be invalid shall not affect any other provision or application of the contract which may remain in effect without the valid provision or application.

19. PROTECTION OF TRIBAL BUILDINGS: The Contractor shall use reasonable care to avoid damaging existing buildings, equipment, and vegetation (such as trees, shrubs, and grass) on Tribal property. If the Contractor fails to do so and damages such buildings, equipment and vegetation, the Contractor shall replace or repair the damage at no expense to the Tribe, as directed by the Procurement Manager. If the Contractor fails or refuses to make such repair or replacement, then the Contractor shall be liable for the cost thereof, which may be deducted from the contract price.

20. INTERPRETATION - PAROL EVIDENCE: This contract is intended by the parties as a final expression of their agreement and is intended also as a complete and exclusive statement of the terms of this agreement. No course of prior dealings between the parties and no usage of the trade shall be relevant to supplement or explain any term used in this contract. Acceptance or acquiescence in a course of performance rendered under this contract shall not be relevant to determine the meaning of this contract even though the accepting or acquiescing party has knowledge of the nature of the performance and opportunity to object.

21. ASSIGNMENT - DELEGATION: No right or interest in this contract shall be assigned by the contractor without prior written permission of the Tribe, and no delegation of any duty of Contractor shall be made without prior written permission of the Tribe's Procurement Manager. The Tribe shall not unreasonably withhold approval and shall notify the Contractor of the Tribe's position within fifteen (15) days of receipt of written notice by the Contractor.

22. SUBCONTRACTS: No subcontract shall be entered into by the Contractor with any other party to furnish any of the material/service specified herein without the advance written approval of the Tribe's Procurement Manager. All subcontracts shall comply with Federal and State laws and regulations which are applicable to the services covered by the subcontract and shall include all the terms and conditions set forth herein which shall apply with equal force to the subcontract, as if the subcontractor were the Contractor referred to herein. The Contractor is responsible for contract performance whether or not subcontractors are used. The Tribe shall not unreasonably withhold approval and shall notify the Contractor of the Tribe's position within fifteen (15) days of receipt of written notice by the Contractor.

23. RIGHTS AND REMEDIES: No provision in this document or in the Contractor's proposal shall be construed, expressly or by implication as a waiver by either party of any existing or future right and/or remedy available by law in the event of any claim or default or breach of contract. The failure of either party to insist upon the strict performance of any term or condition of the contract or to exercise or delay the exercise of any right or remedy provided in the contract, or by law, or the acceptance of materials or services, obligations imposed by this contract or by law, and shall not be deemed a waiver of any right of either party to insist upon the strict performance of the contract.

24. WARRANTIES: Contractor warrants that all material or service delivered under this contract shall conform to the specifications of this contract. Mere receipt of shipment of the material or service specified and any inspection incidental thereto by the Tribe, shall not alter or affect the obligations of the Contractor or the rights of the Tribe under the foregoing warranties. Additional warranty requirements may be set forth in this document.

25. INDEMNIFICATION: To the fullest extent permitted by law, Contractor shall defend, indemnify and hold harmless The Tribe, its Council members, officers, employees, agents and other officials (hereafter called "Tribe") from and against all claims, damages, losses and expenses, including but not limited to attorneys' fees, court costs or other alternative dispute resolution costs arising out of or resulting from Contractor's work or services; provided that any such claim, damage, loss or expense is attributable to bodily injury, sickness, disease, death, personal injury, or property damage, including the loss of use or diminution in value, resulting there from; but only to the extent caused in whole or in part by the actual or alleged negligent acts, errors or omissions of Contractor, or anyone for whose acts Contractor may be liable. Contractor shall not be obligated to indemnify, defend and hold harmless the Tribe for any claims to the extent that the injury or damage is attributable to or arose from the negligence or willful misconduct on the part of the Tribe, its agents or employees. The Tribe reserves the right, but not the obligation, to participate in defense without relieving the Contractor of any obligation hereunder. The amount and type of insurance coverage requirements set forth in this contract shall in no way be construed as limiting the scope of the indemnity in this paragraph. The provisions of this Section shall survive the expiration or early termination of this Contract.

26. OVERCHARGES BY ANTITRUST VIOLATIONS: The Tribe maintains that, in actual practice, overcharges resulting from antitrust violations are borne by the purchaser. Therefore, to the extent permitted by law, the Contractor hereby assigns to the Tribe any and all claims for such overcharges as to the materials or services used to fulfill the contract.

27. RIGHT TO ASSURANCE: Whenever one party to this contract in good faith has reason to question the other party's intent to perform, the former party may demand that the other party give a written assurance of this intent to perform. In the event that a demand is made and no written assurance is given within five (5) days, the demanding party may treat this failure as an anticipatory repudiation with this contract.

28. ADVERTISING: Contractor shall not advertise or publish information concerning this contract without prior written consent of the Tribe.

29. RIGHT TO INSPECT: The Tribe may, at reasonable times, and at the Tribe's expense, inspect the place of a Contractor or subcontractor which is related to the performance of any contract as awarded or to be awarded.

30. FORCE MAJEURE:

A. Except for payment of sums due, neither party shall be liable to the other nor deemed in default under this contract if and to the extent that such party's performance of this contract is prevented by reason of Force Majeure. The term "Force Majeure" means an occurrence that is beyond the control of the party affected and occurs without its fault or negligence. Force Majeure shall not include late performance by a subcontractor unless the delay arises out of a Force Majeure occurrence in accordance with this Force Majeure term and condition.

B. If either party is delayed at any time in the progress of the work by Force Majeure, the delayed party shall notify the other party in writing of such delay, as soon as is practical, of the commencement thereof and shall specify the causes of such delay in such notice. Such notice shall be hand-delivered or mailed certified-return receipt and shall make a specific reference to this article, thereby invoking its provisions. The delayed party shall cause such delay to cease as soon as practicable and shall notify the other party in writing when it has done so. The time of completion shall be extended by contract modification for a period of time equal to the time that results or effects of such delay prevent the delayed party from performing in accordance with this contract.

31. INSPECTION: All material or service is subject to final inspection and acceptance by the Tribe. Material or service failing to conform to the specifications of this contract shall be held at Contractor's risk and may be returned to the Contractor. If so returned, all costs are the responsibility of the Contractor. Noncompliance shall conform to the cancellation clause set forth in this document.

32. EXCLUSIVE POSSESSION: All services, information, computer program elements, reports, and other deliverables which

may be created under this contract are the sole property of the Tribe and shall not be used or released by the Contractor or any other person except with prior written permission by the Tribe.

33. **TITLE AND RISK OF LOSS:** The title and risk of loss of material or service shall not pass to the Tribe until the Tribe actually receives the material or service at the point of delivery, unless otherwise provided within this contract.

34. **NO REPLACEMENT OF DEFECTIVE TENDER:** Every tender of materials must fully comply with all provisions of this contract. If a tender is made which does not fully conform, this shall conform to the cancellation clause set forth within this document.

35. **DEFAULT IN ONE INSTALLMENT TO CONSTITUTE TOTAL BREACH:** Contractor shall deliver conforming materials in each installment or lot of this contract and may not substitute nonconforming materials. Delivery of nonconforming materials or a default of any nature, at the option of the Tribe, shall constitute breach of the contract as a whole. Noncompliance shall conform to the cancellation clause set forth within this document.

36. **LIENS:** All materials, services, and other deliverables supplied to the Tribe under this contract shall be free of all liens other than the security interest held by the Contractor until payment in full is made by the Tribe. Upon request of the Tribe, the Contractor shall provide a formal release of all liens.

37. **PAYMENT:** A separate invoice shall be issued for each shipment of material or service performed, and no payment shall be issued prior to receipt of material or service and correct invoice. The Tribe shall make every effort to process payment for the purchase of materials or services within thirty (30) calendar days after receipt of materials or services and a correct invoice.

38. **LICENSES:** Contractor shall maintain in current status all Federal, State, and local licenses and permits required for the operation of the business conducted by the Contractor as applicable to this contract.

39. **COST OF PROPOSAL PREPARATION:** The Tribe shall not reimburse the cost of developing, presenting, or providing any response to this solicitation. Offers submitted for consideration should be prepared simply and economically providing adequate information in a straightforward and concise manner.

40. **PUBLIC RECORD:** All proposals submitted in response to this request shall become the property of the Tribe and shall become a matter of public record available for review subsequent to the award notification.

41. **SUBSEQUENT EMPLOYMENT:** The Tribe may cancel this contract without penalty or further obligation if any person significantly involved in initiating, negotiating, securing, drafting, or creating the contract, on behalf of the Tribe is or becomes, at any time while the contract or any extension of the contract is in effect, an employee of, or a contractor to any other party to this contract with respect to the subject matter of the contract. Such cancellation shall be effective when written notice from the Procurement Manager is received by the parties to this contract, unless the notice specifies a later time.

42. **CLEAN UP:** The Contractor shall at all times keep the contract area, including storage areas used by the Contractor, free from accumulation of waste material or rubbish and, prior to completion of the work, remove any rubbish from the premises and all tools, scaffolding, equipment and materials not property of the Tribe. Upon completion of the repair, the Contractor shall leave the work and premises in clean, neat and workmanlike condition.

43. **PROJECT COMPLIANCE:** At a minimum, the project shall be designed to comply with all applicable Federal, State and Local regulations and any amendments thereto which are adopted during the life of this Contract.

44. **TERRORISM COUNTRY DIVESTMENTS:** The successful Contractor shall at no time during the term of the contract be in violation of the U.S. Export Administration Act.

45. **INDIAN PREFERENCE:** The Contractor and each of its subcontractors shall give preference in all hiring to Indians as required by the Indian preference in accordance with 25 U.S.C. § 450e(b).

46. **TERO:** The Contractor and each of its subcontractors agree to comply with its obligations under the Tribe's TERO Ordinance. The dollar value of all contracts is subject to a one percent TERO tax payable to the Tribe prior to commencement of work.

OFFER PAGE

TO THE HUALAPAI TRIBE:

The Undersigned hereby offers and agrees to enter into negotiations with the Tribe to provide the material or service in compliance with all terms, scope of work, conditions, specifications, and amendments in the solicitation.

For clarification of this offer, please contact:

_____ **Name:**_____
Company Name

_____ **Phone:** _____
Address

_____ **Fax:** _____
City State Zip

_____
Signature of Person Authorized to Sign

_____
Printed Name

_____
Title

ACCEPTANCE OF OFFER:
The offer is hereby accepted.

The Consultant is now bound to provide the materials or services listed in RFQ #01-2016, including all terms, conditions, specifications, amendments, etc., and the Consultant's'' Offer as accepted by Tribe/public entity.

The Consultant has been cautioned not to commence any billable work or to provide any material or service under this contract until Consultant receives this signed sheet, or written notice to proceed.

Awarded this____day of_____20_____

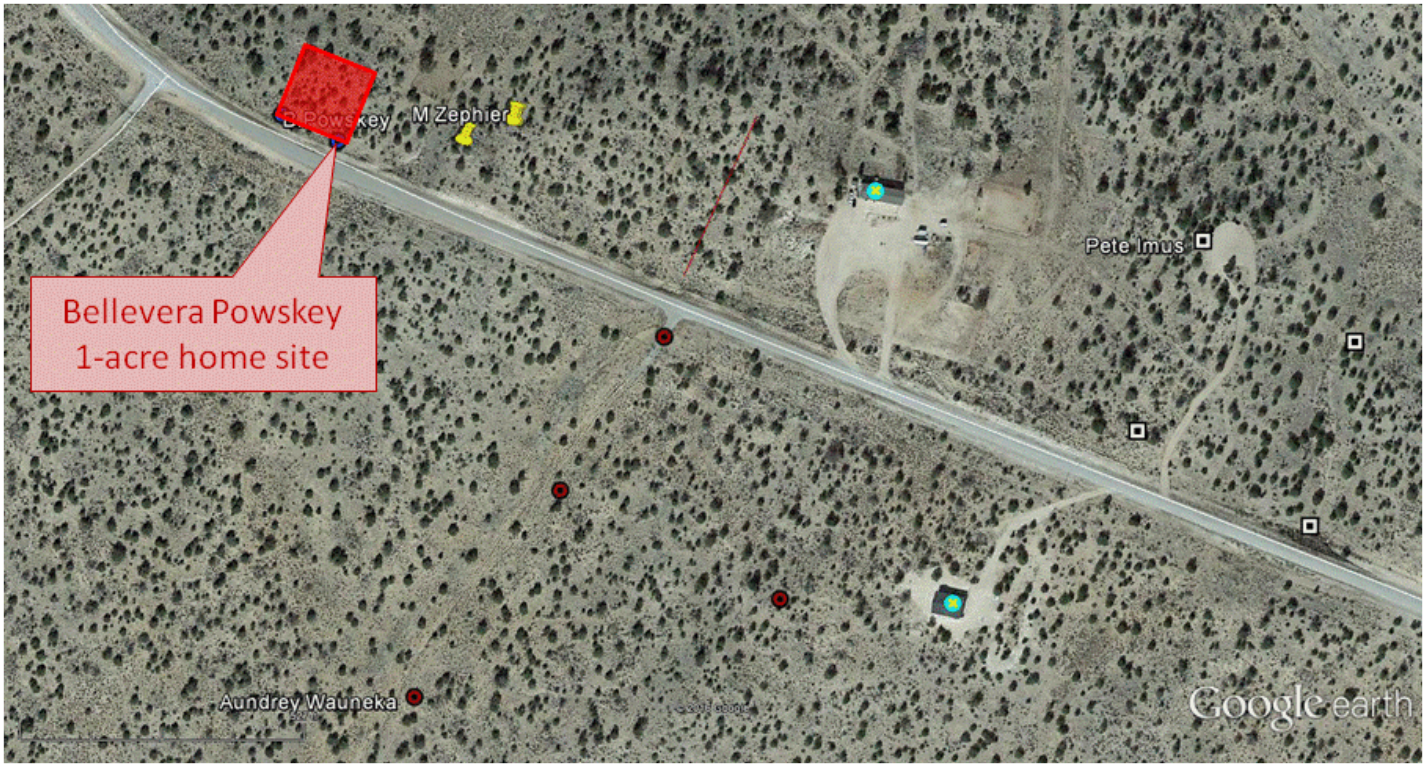
_____
Authorized signature / Chairman of the Hualapai Indian Tribe

Site at 544 Diamond Creek Road (Lot 13, Tract E of the Peach Springs Homesite Plat).

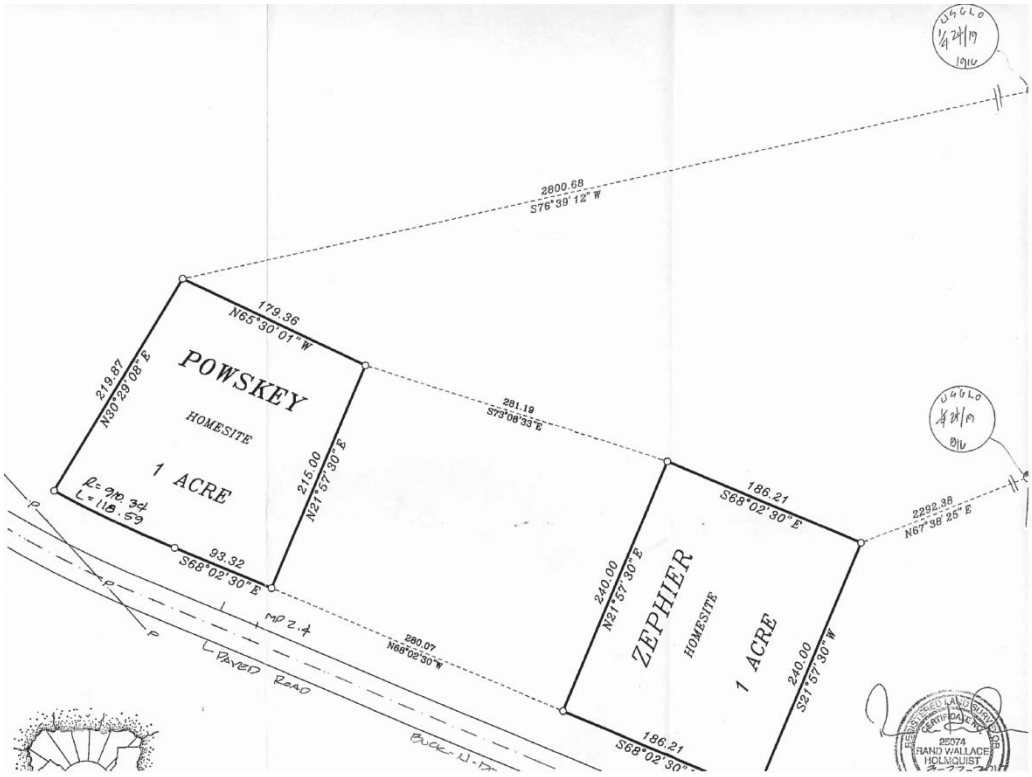
Drawn by: Kevin Davidson, 7/6/2016

Photos of Site showing existing home to be demolished.

Site at 1516 Buck & Doe Road (a one-acre parcel in a portion of the SW ¼ of Section, T25N, R12W, proximate to mile post 2.4). GPS points for lot pins along Buck and Doe Road, N 35 32.093, W 113 30.709 and N 35 32.085, W 113 30.688



Site Survey



BIDDER'S CERTIFICATION OF ELIGIBILITY

By the submittal of this bid, the bidder certifies that to the best of its knowledge and belief, neither it, nor any person of firm that has an interest in the bidder's firm, nor any of the bidder's subcontractors, is ineligible to:

(1) Be awarded contracts by any agency of the United States Government;
or,

(2) Participate in federal programs.

_____

Name of Bidder

_____

_____

_____

Address

By: _____

Title: _____

NOTE: This certification is a material representation of fact upon which reliance is placed when making award. If it is later determined that the bidder knowingly rendered an erroneous certification, the contract may be terminated for default, and the bidder may be debarred or suspended from participation in federal programs.

INDIAN ENTERPRISE QUALIFICATION STATEMENT

The Undersigned certifies under oath the truth and correctness of all answers to questions made hereinafter:

1. Applicant wishes to qualify as:

An "Economic Enterprise" as defined in Section 3(e) of the Indian Financing Act of 1974 (P.L. 93-262); that is "any Indian-Owned...commercial, industrial or business activity established or organized for the purpose of profit: Provided, that such Indian Ownership shall constitute not less than 51 percent of the enterprise:

--or--

A "Tribal Organization" as defined in Section 4(c) of the Indian Self-Determination and Education Assistance Act (P.L. 93-63 8); that is: "the recognized governing body of any Indian Tribe; any legally established organization of Indians which is controlled, sanctioned or chartered by such governing body or which is democratically elected by the adult members of the Indian community to be served by such organization and which includes the maximum participation of Indians in all phases of its activities: Provided, that in any case where a contract is let or grant made to an organization to perform services benefiting more than one Indian Tribe, the approval of each such Indian Tribe shall be a prerequisite to the letting or making of such contract or grant..."

2. Name of Enterprise or Organization: _____

Address: _____

_____

Telephone No.: _____

3. Check One:

__ Corporation
__ Partnership
__ Sole Proprietorship
__ Joint Venture
__ Other:

4. Answer the following:

If a Corporation:

a. Date of incorporation: _____

b. State of incorporation: _____

c. Give the names and addresses of the officers of this Corporation and establish whether they are Indian (I) or Non-Indian (NI).

Name and I or % of Stock

Social Security No. NI Title Address Ownership

_____ ___ President _____ _____

_____ ___ Vice-President _____ _____

_____ ___ Secretary _____ _____ or Clerk

_____ ___ Treasurer _____ _____

_____ ___ _____ _____ _____

_____ ___ _____ _____ _____

_____ ___ _____ _____ _____

_____ ___ _____ _____ _____

d. Complete the following information on all stockholders who are not listed in c. above, owning 0% or more of the stock. Establish whether they are Indian (I) or Non-Indian (NI).

Name and I or % of Stock

Social Security No. NI Address Ownership
_____ ___ _____ _____

_____ ___ _____ _____

_____ ___ _____ _____

_____ ___ _____ _____

_____ ___ _____ _____

If a Sole Proprietorship or Partnership:

a. Date of Organization: _____

b. Give the following information on the individual or partners and establish whether they are Indian (I) or Non-Indian (NI).

Name and I or % of Stock

Social Security No. NI Address Ownership
_____ ___ _____ _____

_____ ___ _____ _____

_____ ___ _____ _____

_____ ___ _____ _____

_____ ___ _____ _____

_____ ___ _____ _____

If a Joint Venture:

a. Date of Joint Venture Agreement: _____

b. Attach the information for each member of the joint venture prepared in the appropriate format given above.

. Give the name, address, and telephone number of the principal spokesperson of your organization:
_____

. _____

. Has any officer or partner of your organization listed in #4 been an officer or partner of another organization that failed in the last ten years to complete a contract? _____

. If yes, state circumstances:

. Has this enterprise failed in the last ten years to complete any work awarded to it or to complete the work on time? ____

0. If so, note when, where and why:

8. Will any officer or partner listed in #4 be engaged in out-side employment?
____ Yes ____ No

If Yes, complete:

Hours Per Week

Name/Title Outside the Enterprise
_____ _____

_____ _____

_____ _____

_____ _____

_____ _____

9. If the enterprise or anyone listed in #4 above, currently subject to an administrative sanction issued by any department or agency of the Federal Government?

___Yes ___No

If Yes, complete:

Date of Type of Department

Name of person/business Action Action or Agency

_____ _____ _____ _____

_____ _____ _____ _____

10. Does this enterprise have any subsidiaries or affiliates or is it a subsidiary or affiliate of another concern?

___Yes ___No

If Yes, complete:

Name and address of subsidiary, Description

affiliate or other concern of Relationship

_____ _____

_____ _____

_____ _____

_____ _____

11. Does this enterprise or any person listed in #4 above have or intend to enter into any type of agreement with any other concern or person which relates to or affects the on-going administration, management or operations of this enterprise? These include but are not limited to management, and joint venture agreements and any arrangement or contract involving the provision of such compensated services as administrative assistance, data processing, management consulting of all types, marketing, purchasing, production and other types of compensated assistance.

___Yes ___No

If yes, attach a copy of any written agreement or an explanation of any oral or intended agreement.

12. Has this enterprise ever been subject to a judgment of any court or administrative sanction (Federal, State, or Tribal)?

___ Yes ___ No

Has any individual listed in #4 ever been subject to judgment of any court or administrative sanction (Federal, State, or Tribal)?

___Yes ___No

If the answer is Yes to either question, furnish details in a separate attachment.

13. Has any tax lien or other collection procedure been instituted against this enterprise or the individuals listed in #4 as a sole proprietor or partner in their capacities with this enterprise or other enterprise?

___Yes ___No
If yes, furnish details in a separate exhibit.

14. Has this enterprise or any person listed in #4 ever been involved in a bankruptcy or insolvency proceeding?

___Yes ___No

If yes, provide details in an attachment.

15. What dollar amount of Working Capital is available to your enterprise prior to the start of construction?

$_____

Explain the source of these funds:
_____

_____

Include a copy of the Company's most recent audited financial statement.

16. How will project development bookkeeping and payroll be maintained: (check one)

a. By contract with an outside professional accounting firm: ____

Name: _____ Address: _____

_____ Telephone: _____

b. Records are to be kept by enterprise personnel: _____

If "b" has been checked--state the qualifications of your personnel to perform this function:
_____

_____

_____

c. Other: _____

_____

_____

17. Trade References (include addresses and phone numbers):

18. Bank and credit references (including addresses and phone numbers):

_____

_____

_____

_____

_____

19. Indicate the core crew employees in your work force, their job titles, and whether they are Indian or Non-Indian. Core crew is defined as an individual who is either a current bonafide employee or who is not a current employee but who is regularly employed in a supervisory or other key skilled position when work is available.
_____

_____

_____

_____

_____

_____

b. Over the past three years, what has been the average number of employees:
_____

20. Attach certification by a tribe or other evidence of enrollment in a federally recognized tribe for each officer, partner or individual designated as an Indian in #4.

21. Attach a certified copy of the charter, article of incorporation, by-laws, partnership agreement, joint venture agreement and/or other pertinent organizational documentation..

22. Explain in narrative form the stock ownership, structure, management, control, financing, and salary or profit sharing arrangements of the enterprise, if not covered in answers to specific questions heretofore. Attach copies

of all shareholder agreements, including voting trust, employment contracts, agreements between owners and enterprise. Include information on salaries, fees, profit sharing, material purchases, and equipment lease or purchase arrangements.

23. Evidence relating to structure, management, control, and financing should be specifically included. Also, list the specific management responsibilities of each principal, sole proprietor, partner, or party to a joint venture (as appropriate) listed in response to #4.

24. Attach evidence that the enterprise (or an individual in it) is appropriately licensed for the type of work that is to be performed. Include Federal ID Number.

25. Attach a brief resume of the education, technical training, business, employment, design and/or construction experience for each officer, partner or sole proprietor listed in #4. Include references.

NOTES:

I. Omission of any information may be cause for this statement not receiving timely and complete consideration.

II. The persons signing below certify that all information in this INDIAN ENTERPRISE QUALIFICATION STATEMENT, including exhibits and attachments, is true and correct.

III. Print and type name below all signatures.

If applicant is Sole Proprietor, Sign Below:

_____ _____
Name Date

If applicant is in a Partnership or Joint Venture, all Partners must sign below:
_____ _____
Name Date

_____ _____
Name Date

If applicant is a corporation, affix corporate seal

_____
Corporate Seal

By: _____ _____
President's Signature Date

Attested by: _____ _____
Corporate Secretary's Signature Date

WARNING: U.S. Criminal Code, Section 1010, Title 18, U.S.C. provides in part:
"Whoever...makes, passes, utters, or publishes any statement, knowing the same to be false...shall be fined not more than $5,000 or imprisoned not more than two years, or both."