

## Hualapai Planning & Economic Development Department

Request for Proposal for Project Management Services to Construct Three Single-Family Homes

### Overview:

The Hualapai Planning Department (Planning) is a department of the Hualapai Tribal Nation (Tribe) which has been charged with the responsibility to oversee the development of additional market rate housing on the Hualapai Reservation.

The Hualapai Indian Tribe is soliciting consultant services to coordinate and oversee the administration, selected re-design, procurement and construction of three Single-Family Homes in the Box Canyon community of Peach Springs, on the Hualapai Indian Reservation.

All proposals submitted in response to this RFP must conform to the requirements and specifications outlined in this document in its entirety.

This RFP does provide Indian Preference but is not limited to Indian Owned Enterprises only. (see Indian Preference Statement and Requirements –Attachment D)

### **RFP INFORMATION AT A GLANCE**

Planning Contact Person	Mr. Kevin A. Davidson, Director
Phone	928-769-1310
e-mail	<a href="mailto:kdavidson@hualapai-nsn.gov">kdavidson@hualapai-nsn.gov</a>
Address	PO Box 179 Peach Springs, AZ 86434
RFP Submittal	Hualapai Planning Department 887 Highways 66 PO Box 179 Peach Springs, AZ 86434

**Proposal submittals will not be accepted via fax**

**Proposal Submittal Deadline** **4:00 pm, Monday, April 10, 2017**

**Not to Exceed Limits:**

Contract Time Period May 1, 2017, to December 31, 2017

### Hualapai Tribe's Reservation of Rights Notice

- The Hualapai Tribe reserves the right to reject any and all proposals, to waive any informality in the RFP process, or to terminate the RFP process at any time.
- The Hualapai Tribe reserves the right to not award a contract pursuant to this RFP.
- The Hualapai Tribe reserves the right to terminate a contract awarded pursuant to this RFP, at any time for its convenience upon fourteen (14) days written notice.
- The Hualapai Tribe reserves the right to negotiate the fees proposed by the applicant/entity
- The Hualapai Tribe reserves the right to reject and not consider any proposal that does not meet the requirements of this RFP, including but not-necessarily limited to: incomplete proposals and/or proposals offering alternate or non-requested services.
- The Hualapai Tribe shall have no obligation to compensate any applicant for any costs incurred in responding to this RFP.

### Background:

The Hualapai Indian Tribe (Tribe) is seeking to build additional housing to meet current demand based upon a waiting list kept by the Housing Department for those seeking to live on the Hualapai Reservation. The homes will be built on vacant Lots 32, 33 and 34 of the Box Canyon Subdivision which is located approximately 2.5 miles west of downtown Peach Springs and just north of Arizona State Route 66. Each lot contains approximately 12,000 square feet and has access to water, sewer, electric and telephone service. Each property corner will be staked prior to the start of construction.

The three model homes will use the building plans approved by the Tribe in 2011 for three-bedroom, four-bedroom and five-bedroom units. These plans were designed by Selberg Associates, Inc. of Lake Havasu, Arizona. The tribe seeks to modify the plans to utilize a patented structural insulated panel (SIP) wall system manufactured by Wind Killer, Inc. of Yuma, Arizona (see Attachment G for patent information). This will require an engineering assessment of the existing plans to incorporate the SIPs. The tribe will request that this fixed price will be a part of each construction bid. The consultant's project management proposal should include these costs as well as any associated architectural costs to accommodate requests for information, change orders and other project-related issues including value engineering.

The tribe has adopted the 2009 IBC, 2009 IRC and the 2008 NEC and provides plan review and code inspection services through the Planning and Economic Development Department. The Hualapai Fire Department is the authority having jurisdiction on the reservation for fire code compliance. The Planning and Economic Development Department Director will serve as the contracting officer for the tribe.

## I. SCOPE OF WORK

The Hualapai Planning and Economic Development Department (Planning) will receive proposals for project management services that meet the program's objectives as follows:

- 1) **Review and Preparation** - Project Manager (PM), will collect the required historical documents, including existing construction documents, from the Owner for review with the Project Team, including; the Owner, necessary Hualapai Departments, and Professional Subcontractors to the PM. Further, the PM will review the site with the Project Team and present any advantages or disadvantages to the Owner before proceeding with changes to the construction documents. This phase as well others below will require regular trips to the Hualapai Indian Reservation.
- 2) **Design Modification** - The PM will coordinate any required changes to the existing construction documents for the three home models designed by Selberg Associates for the Box Canyon Subdivision. The PM will review and coordinate the changes to be in the best interest of the Owner and ensure that the new documents meet the codes and regulations adopted by the Community. The PM will present the changes to the Owner for comment and make any necessary changes based on the Owner's review. The new construction documents will be sealed and delivered to the Owner.
- 3) **Construction Bidding** - The PM will create bidding documents based on the new construction documents and the requirement of the Hualapai Procurement Policy, meeting all applicable funding requirements. The PM will schedule and manage a sealed bidding process, complete with arranging local advertising, distributing bidding documents, performing contactor tracking, conducting the on-site pre-bid conference, coordinating responses to Requests for Information, performing the public bid opening, and evaluating low-bidder responsiveness and responsibility that meets project budget and Tribal requirements.
- 4) **Construction Contract Awarding** - The PM will draft construction contract documents, meeting the requirements of the Hualapai Nation. Further, the PM will deliver a procurement package, documenting the history of the sealed bidding process to the Owner. The PM will deliver the contract and procurement package for Owner review one (1) week after a responsive and responsible contractor has been selected by the Hualapai Nation.
- 5) **Construction Management** - The PM will coordinate with the General Contractor (GC) to complete the requirements of the GC contract. Coordination will include; schedule reviews, bi-weekly on-site meetings, processing of Request for Information and submittals, construction progress reviews, providing architectural or engineering reviews, budget tracking and payment reviews and processing, punch list reviews, and reviews of closeout documents including warranties and guaranties from the general contractor and sub-contractors. The PM will assist the Planning and Economic Development Director in close-out activities following completion of construction and

acceptance by the Hualapai Indian Tribal Council. Coordination will also include any necessary Indian Health Services or BIA communications or other interactions.

- 6) **Other Procurement** - If during this project, new procurements are required, the PM, will coordinate such procurements to meet the requirements of the Hualapai Procurement Policy and the PM will deliver individual procurement packages documenting the history of each procurement to the contracting officer.
- 7) **Other Provisions** – items not addressed by this solicitation will be negotiated with the Consultant once a selection has been made.

A tribal selection committee will be established to choose the qualified individual or firm based on the applicant’s experience and expertise working directly with tribes and tribal organizations on federally funded energy assessment projects and programs.

The period of service shall begin on or about May 1, 2017, and continue until December 31, 2017, or until the contract with the selected provider is terminated. Applicants are required to provide their current hourly rates along with a fee schedule for the scope of services to be provided as well as travel and reproduction expenses which will include the following:

- A. Work with the Planning and Economic Development Department Director through all phases of the project described under Scope of Work.
- B. Provide field observation and arrange for periodic inspection services to ensure compliance with the Hualapai Indian Tribe codes and regulations.
- C. Maintain a progress record of the entire project process including environmental clearances, design, construction and construction inspections to ensure an auditable set of historical documents.
- D. Provide timely invoicing and associated budget tracking sheets.

## **II. PROPOSAL FORMAT**

The Planning and Economic Development Department intends to retain the successful applicant on a “Best Value” basis and qualification evaluation, not a “Low Bid” basis, so that Planning can properly evaluate the proposals received. All proposals submitted in response to this RFP must be formatted in accordance with the sequence noted below. Each category must be separated by index dividers numbered and labeled with the corresponding Tab reference also noted below. None of the proposed services may conflict with any requirement Planning has published herein or has issued by addendum

Tab 1: Form of Proposal: The Form of Proposal is attached hereto and incorporated herein by reference as Attachment A. It must be fully completed and executed and submitted as a part of the proposal.

Tab 2: Profile of Firm Form: The Profile of the Firm Form is attached hereto and incorporated herein by reference as Attachment B. It and its required attachments must be fully completed and executed and submitted as a part of the proposal.

Tab 3: Proposed Service Description: As more fully detailed within Section I, Scope of Proposal, Subsection A through C. Provide a narrative description of all services proposed to be provided as well as a description of the plan and/or methods that the applicant will utilize to deliver the proposed services.

Tab 4: Proposed Fees Form: The Proposed Fees Form is attached hereto and incorporated herein by reference as Attachment C. It must be fully completed, signed, and submitted as a part of the proposal.

Tab 5: Managerial Capacity: The applicant/entity must submit a concise description of its managerial capacity to deliver the proposed services. Resumes of key personnel should be included under this tab.

Tab 6: Client List: The applicant/entity must submit a list of at least three (3) former or current clients for whom the applicant has performed similar or like services to those being proposed within the past three years. The list must include:

- Client's name
- Client's contact name
- Clients phone number
- A description of services provided

Tab 7: Subcontractor/Joint Venture Information: Describe hereunder whether or not the applicant intends to use any subcontracts for this job, if awarded, and/or if this proposal is a joint venture with another firm. Please note that all information required from the applicant under the preceding tabs is also required for any major subcontractors (10% or more) and for any joint venture partners.

Tab 8: Indian Preference Documentation: For any entity claiming an Indian Preference, they shall include any completed certification forms and required attachments that substantiate the percentage of Indian ownership of the entity.

Tab 9: Other Information: The applicant/entity may include any other general information that the applicant believes is appropriate to assist the selection committee in its evaluation such as letters of recommendation and relevant project descriptions.

### **III. PROPOSAL SUBMISSION**

All proposals must be submitted and time-stamped received in the Planning Office no later than the submittal deadline stated herein or within any ensuing addendum. Three copies of the proposal submittal including one original signature copy shall be placed in a sealed package addressed to:

Hualapai Planning & Economic Development Department  
Attention: Mr. Kevin A. Davidson, Director  
887 Highways 66  
PO Box 179  
Peach Springs, AZ 86434

Package exterior must clearly denote:

PROJECT MANAGEMENT SERVICES TO CONSTRUCT THREE SINGLE-FAMILY HOMES – HUALAPAI  
PLANNING

Proposals submitted after the published deadline will not be accepted.

A. Submission Conditions:

Applicants are not allowed to change the Conditions or Specifications contained herein by making or entering onto these documents or the documents submitted any revisions or additions; and if any such additional marks, notations, or revisions are entered on any of the documents that are submitted to Planning by the applicant, such may invalidate that proposal. If, after accepting such a proposal, the Planning Department decides that any such entry has not changed the intent of the proposal that the Planning intended to receive, the Planning Department may accept the proposal and the proposal shall be considered by the Planning Department as if those additional marks, notations or revisions were not entered on such.

By requesting the proposal documents, each such prospective applicant is agreeing to confirm (by signing and returning by fax or e-mail) all notices that the Planning delivers to him/her, and by submitting a proposal, the applicant is thereby agreeing to abide by all terms and conditions published herein and by addendum pertaining to this RFP.

B. Submission Responsibilities:

It shall be the responsibility of each such applicant to be aware of and abide by all dates, times, conditions, requirements, and specifications set forth within all applicable documents issued by the Planning and Economic Development Department including the RFP, the required Proposal Format, and any addenda published by the Department. By virtue of completing, signing, and submitting the completed documents, the applicant is stating their agreement to comply with the instructions, conditions, and requirements set forth within those documents. Written notice from the applicant not authorized in writing by the Planning and Economic Development Department, to exclude any of the

Planning Department requirements contained within the documents, may cause that applicant to not be considered.

#### **IV. PROPOSAL EVALUATION CRITERIA**

A. Evaluation Criteria: The following criterion will be utilized by Planning and Economic Development Department to evaluate each proposal submitted:

Criterion 1 – 35 Points – Specialized Knowledge and Experience and Technical Competence that the applicant displays for the work required based upon the work history and the resumes submitted for the staff proposed to perform the work. Consideration will be given to the proposer’s relevant experience in completing similar projects with limited funds. Project management record includes completion of previous similar projects on budget, on time, smoothly and efficiently; including record of integrity, judgment, and performance. Proposers should provide specific client references, including current phone numbers.

Criterion 2 – 20 points – Experience with Tribes or demonstrated ability of the firm and personnel with the special circumstances of Indian tribes and Indian people. Emphasis will be placed on demonstrated familiarity with Indian Reservation issues and programs, and ability to work closely with tribal leadership, administrative personnel, and federal representatives

Criterion 3 – 20 Points – Capability that the applicant displays in that the proposal submitted shows: (a) A knowledge and understanding of the scope of the work to be performed; (b) a realistic approach to the performance of the required work.

Criterion 4 – 25 Points – Costs of the proposed services shall include a total Not-to-Exceed Fee, with all hourly work, sub-consultant services and reimbursable expenses necessary to complete the scope of work. Provide detailed hourly rates for each person assigned to the project. Payment shall be made for hours actually worked not to exceed the total estimated fee once a professional services contract has been signed

Criterion 5 – 9 Points – All point will be awarded to an Indian Owned Enterprise.<sup>1</sup>

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<sup>1</sup> For any applicant claiming Indian Preference, the applicable information shall be entered where provided on the Form of Proposal. Planning shall retain the right to deny to any applicant any Indian Preference claimed, if in the opinion of Planning, the applicant does not submit the appropriate justification required by Attachment D. Therefore, Planning shall not be able to accept any such additional documentation after the deadline for the receipt of proposals.

**B. Evaluation Method**

Planning shall establish a panel to evaluate each proposal submitted in response to this RFP in accordance with the evaluation criteria referenced in Section IV-A of this document. The evaluation methods utilized by the panel may include reports from oral interviews of each applicant's references.

All persons having a familial (including in-laws) and/or employment relationships (past or current) with principals and/or employees of an applicant/entity will be excluded from participation on the Planning evaluation panel. Similarly, all persons having ownership interest in and/or a contract relationship with an applicant/entity will be excluded from participation on the Planning evaluation panel.

**C. Contract Award Procedure**

If a contract is awarded pursuant to this RFP, the following procedure will be followed.

Upon completion of the Proposal Evaluation Process, the selection committee will forward its conclusion and recommendation to the Tribal Council for approval. This should be within 45-days of the bid due date. Upon Council approval, the Contracts and Grants Department will prepare the Standard, Hualapai Professional Services Agreement to which this RFP and the selected entity's proposal shall be attached and incorporated therein. By submitting a proposal, and executing the Professional Services Agreement, the selected entity is agreeing to be bound by the terms and conditions set forth in the Professional Services Agreement and this RFP. A copy of the Standard Hualapai Professional Services Agreement is included herein as Attachment E. Notice to Proceed is expected to occur within 30 days of contract award. Those entities not selected will be notified after the Council makes the contract award.

**V. ATTACHMENTS**

- A. Form of Proposal
- B. Profile of Firm Form
- C. Proposed Costs Form
- D. Indian Preference Form
- E. Hualapai Professional Services Agreement
- F. Subdivision Map of Box Canyon and Site Photos of Lots 32, 33 and 34
- G. Patent Information



ATTACHMENT A

FORM OF PROPOSAL

**Tab 1: Form of Proposal:** This Form of Proposal –Attachment A, is attached hereto and incorporated herein. Requirements listed here must be fully completed, executed and submitted to constitute a complete proposal (please mark on Attachment A each Tab included in the proposal).

**Tab 2: Profile of Firm Form:** The Profile of Firm Form is attached hereto and incorporated herein by reference as Attachment B. It and its required attachments must be fully completed and executed and submitted as a part of the proposal. Include descriptions of relevant project experience behind the Profile of Firm Form under this Tab 2. Letters of reference and other supporting documentation should be included under Tab 9 - Other Information.

**Tab 3: Proposed Service Description:** As more fully detailed within Section I, Scope of Proposal, Subsection A through C. Provide a narrative description of all services proposed to be provided as well as a description of the plan and/or methods that the applicant will utilize to deliver the proposed services.

**Tab 4: Proposed Fees Form:** The Proposed Fees Form is attached hereto and incorporated herein by reference as Attachment C. It must be fully completed, signed, and submitted as a part of the proposal.

**Tab 5: Managerial Capacity:** The applicant entity must submit a concise description of its managerial capacity to deliver the proposed services. Include Resumes of key personnel under this tab.

**Tab 6: Client List:** The applicant entity must submit a list of at least three (3) former or current clients for whom the applicant has performed similar or like services to those being proposed, within the past three years. The list must include:

- Client's name
- Client's contact name
- Clients phone number
- A description of services provided

**Tab 7: Subcontractor/Joint Venture Information:** Describe hereunder whether or not the applicant intends to use any subcontracts for this job, if awarded, and/or if this Proposal is a joint venture with another firm. Please note that all information required from the applicant under the preceding Tabs must also be included for any major subcontractors (10% or more) and for any joint venture partners.

**Tab 8: Indian Preference Documentation:** For any entity claiming an Indian Preference, they shall include any completed certification forms and required attachments that substantiate the percentage of Indian ownership of the entity.

**Tab 9: Other Information:** The applicant entity may include any other general information that the applicant believes is appropriate to assist Planning in its evaluation.

ATTACHMENT B  
PROFILE OF FIRM FORM

(1) Prime \_\_\_\_\_ Subcontractor \_\_\_\_\_ (This form must be completed by each)

(2) Name of Firm: \_\_\_\_\_

(3) Street Address: \_\_\_\_\_

(4) City, State, Zip: \_\_\_\_\_

(5) Phone: \_\_\_\_\_ Fax : \_\_\_\_\_

(6) Federal Tax ID Number \_\_\_\_\_

(7) State Contractors License; State, Type, and Number  
\_\_\_\_\_

(8) Year Firm Established: \_\_\_\_\_

(9) Type of Ownership: \_\_\_\_\_

(10) Former Name and Year Established (if applicable)  
\_\_\_\_\_

(11) Name of Parent Company and Year Acquired (if applicable)  
\_\_\_\_\_

(12) Identify Principals/ Partners in firm; submit brief resume for each under Tab 5.  
Name Title % Ownership

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(13) Identify individual(s) that will act as project manager and any other supervisory personnel that will work on the project; submit brief resumes for each under Tab 5.

Name

Title

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(14) General Liability Insurance carrier and policy number

\_\_\_\_\_ Coverage Amount \_\_\_\_\_

(15) Professional Liability Insurance carrier and policy number

\_\_\_\_\_ Coverage Amount \_\_\_\_\_

(16) Debarred Statement: Has this firm or any of its principals ever been debarred from providing any services by the Federal Government, State Government, or Indian Tribe?

Yes\_\_\_\_\_ No\_\_\_\_\_

If yes, please attach a full explanation including dates, circumstances, and current status.

(17) Disclosure Statement: Does this firm or any principal of this firm have any current or past personal or professional relationship with any member of Planning staff or serving Hualapai elected officials? Yes\_\_\_\_\_ No\_\_\_\_\_

If yes, Names of such staff or officials\_\_\_\_\_





5. Total Cost

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Company Name

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Address

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Signature (Authorized Representative)

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Title

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Date

ATTACHMENT D

INDIAN PREFERENCE FORM

Indian Preference Statement:

**Indian Preference in Selection Process:**

The work to be performed under this contract is on a project subject to section 7(b) of the Indian Self Determination and Education Assistance Act (25 U.S.C. 450 e(b)) ( Indian Act). Section 7(b) requires that to the greatest extent feasible (A) preferences and opportunities for training and employment shall be given to Indians and (B) preferences in the award of contracts and sub-contracts shall be given to Indian-owned economic enterprises.

The parties to contracts associated with this project shall comply with the provisions of section 7(b) of the Indian Act. In connection with this project, contractors shall, to the greatest extent feasible, give preference in the award of any sub-contracts to Indian organizations and Indian-owned economic enterprises, and preferences and opportunities for training and employment to Indians and Alaska Natives.

Contractors shall include this section 7(b) clause in every sub-contract in connection with the project, and shall, at the direction of the Tribe, take appropriate action pursuant to the sub-contract upon a finding by the Tribe, or HUD that a sub-contractor has violated section the 7(b) clause of the Indian Act.

PLEASE NOTE: It is not necessary to complete and submit this form and any of the noted items if you are not claiming Indian Preference.

**CERTIFICATION FOR FIRMS SEEKING INDIAN PREFERENCE IN CONTRACTING AND DEMONSTRATION OF ABILITY:** So that the PLANNING may assess your firm's eligibility to claim Indian Preference as noted above, in addition to other required items, please include with your submission as many of the following items as possible. Failure to include any of the these items as evidence may result in denial by the PLANNING to certify your firm as an Indian owned company and therefore, ineligible to receive Indian Preference.



# 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

Joint Venture

Partnership

Other:

Sole Proprietorship

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 <u>Social Security No.</u>	I or <u>NI</u>	<u>Title</u>	<u>Address</u>	<u>% of Stock</u> <u>Ownership</u>
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_____	_____	<u>President</u>	_____	_____
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_____	_____	<u>Vice-President</u>	_____	_____
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_____	_____	<u>Secretary</u> <u>or Clerk</u>	_____	_____
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_____	_____	<u>Treasurer</u>	_____	_____
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_____	_____	_____	_____	_____
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_____	_____	_____	_____	_____
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_____	_____	_____	_____	_____
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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
<u>Social Security No.</u>	NI	<u>Address</u>	<u>Ownership</u>

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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
<u>Social Security No.</u>	<u>NI</u>	<u>Address</u>	<u>Ownership</u>

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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.

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

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6. 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:

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

If so, note when, where and why:

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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

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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:

<u>Name of person/business</u>	<u>Date of Action</u>	<u>Type of Action</u>	<u>Department or Agency</u>
_____	_____	_____	_____
_____	_____	_____	_____

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

\_\_\_Yes

\_\_\_No

If Yes, complete:

<u>Name and address of subsidiary, affiliate or other concern</u>	<u>Description of Relationship</u>
_____	_____
_____	_____
_____	_____

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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: \_\_\_\_\_

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\_\_\_\_\_

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

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

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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.

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

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

\_\_\_\_\_

Name	Date
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\_\_\_\_\_

Name	Date
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If applicant is a corporation, affix corporate seal

\_\_\_\_\_

Corporate Seal



ATTACHMENT E

Hualapai Professional Services Agreement

**HUALAPAI TRIBAL NATION**  
**PROFESSIONAL SERVICE CONTRACT**

This Contract is made between the Hualapai Tribe, Department Planning Department, Peach Springs, AZ 86434 (the "Tribe"), and, \_\_\_\_\_, an independent contractor, whose address is \_\_\_\_\_.(Tax ID. No.)\_\_\_\_\_. (the "Contractor"). The Tribe agrees to contract for the service of Contractor and Contractor agrees to provide services, under the terms and conditions of this Contract.

1. Description of Services:

Contractor shall provide the following services to the Tribe:

**Refer to proposal that lists Scope of Work to be accomplished.**

**( Scope of work attached to this contract)**

2. Deliverables:

**( List deliverable products listed in Scope of work attached to this contract)**

In addition to the work described in the Statement of Work, Attachment 1,

Contractor shall submit to the Tribe the following reports or other work products:

3. Payment for Services.

In full consideration of the personal services to be provided under this Contract, the Tribe agrees to pay Contractor as follows:

[ ] the fixed sum of \$ \_\_\_\_\_ for the services described in Attachment 1,

Statement of Work, or; in (monthly) progress payments of \$ \_\_\_\_\_, **Not to exceed \$ \_\_\_\_\_.**

[ ] at the rate of \_\_\_\_\_ \$ per hour, up to maximum of \$ \_\_\_\_\_

per day, for services described in Attachment 1, Statement of Work, but not to exceed the sum of \$ \_\_\_\_\_ for all work under this Contract unless authorized in writing by the Tribe's \_\_\_\_\_.

As a precondition to receipt of any payments under this Contract, Contractor

must provide the Tribe with invoices detailing all work performed under this Contract since the



previous invoice. Such invoices shall include a detailed description of services provided in the time period since the last invoice was submitted. Invoices shall be submitted to the Tribe:  bi-weekly, or  monthly, or  upon completion of the Contract: Contractor will be paid monthly according to monthly invoices submitted for payment. **Contract not to exceed \$\_\_\_\_\_.**

Payment for approved invoices will be made within Thirty (30) days of receipt of such invoices by The Accounting Department of the Tribe. Final billing must be received within thirty (30) days of the completion or termination of this Contract.

Contractor further agrees that final payment for his services will be made after a review of the work performed is completed by the Tribes Principal Contacts. If the work is found to be unsatisfactory, the Tribe reserves the right to withhold final payment indefinitely until all deficiencies are corrected.

#### 4. Period of Performance.

This Contract shall commence on \_\_\_\_\_, and shall end on \_\_\_\_\_, unless terminated earlier as provided in this Contract. This period of performance may be extended only by the written agreement of the Tribe and the Contractor.

Contractor agrees that he is solely responsible for beginning and completing this Contract by the dates specified in this Contract.

Contractor agrees that he shall be responsible for any costs to the Tribe associated with not completing this Contract by the scheduled ending date, unless unforeseen circumstances beyond control was caused by the management of the Tribe.

#### 5. Principal Contacts.

All notices under this Contract shall be sent to the following designated Principal

Contacts under this Contract. The Tribe may change its Principal Contacts at any time by written notification.

Tribe's principal contact:

Contracting Officer Mr. Kevin A. Davidson

Director,

Hualapai Planning Department

Compliance Officer Ms. Salena Siyuja

Hualapai Grants and Contracts Department

Contractor's principal contact: \_\_\_\_\_

Representative

Contractor and his work shall be monitored by the **Planning Department**, to determine whether the Contractor is in compliance with this Contract.

#### 6. Independent Contractor.

It is understood and agreed that Contractor is an independent contractor with respect to all work to be performed under this Contract, and that Contractor is not an agent or employee of the Tribe. It is further understood and agreed that Contractor is not authorized to act on behalf of the Tribe, and that actions of Contractor are not actions of the Tribe.

Contractor will be responsible for providing all tools and equipment necessary to perform the tasks associated with this contract.

Contractor will be responsible for paying all employees or subcontractors he hires to perform any of the work under this Contract. Contractor's employees and subcontractors are not the employees of the Tribe. Contractor is solely responsible for paying his employees and subcontractors and for any obligation to pay or withhold any federal, state, tribal, or local taxes on the amounts Contractor pays to his employees and subcontractors.

Contractor will be responsible for payment of all applicable federal, state, tribal and local taxes, and/or special levies required under unemployment insurance, social security, income tax, and/or other laws, with respect to Contractor's performance of his obligations and receipt of payment under this Contract. The Tribe will not withhold any taxes payable by the Contractor on the amounts paid to Contractor under this Contract.

Contractor and the Tribe shall each retain its right to conduct its own separate business affairs, provided that such affairs do not interfere with the parties' obligations under this Contract.

#### 7. Representations and Warranties of Contractor.

Contractor represents and warrants to the Tribe that he is not subject to any obligations, contracts, or restrictions that would prevent him from entering into or carrying out the provisions of this Contract. Contractor further represents and warrants that he has all of the qualifications, education, experience and skills required to complete the work intended to be completed under this Contract. If Contractor is not so qualified, his lack of qualification is grounds for immediate termination of this Contract by the Tribe without liability. Contractor shall devote his best efforts to carry out the work required by this Contract in accordance with the standard of care, skill and diligence normally adhered to by a person in this field providing similar services.

#### 8. Termination.

This Contract may be terminated by either party at any time without cause by giving thirty (30) days advance written notice of such termination to the other party. Contractor shall only be paid for work performed and reasonably billed for prior to the effective date of

termination except as may be stipulated in Attachment 1.

Contractor's obligations under Articles 9 through 11 shall survive, and shall not be affected by, termination of this Contract.

#### 9. Indemnification.

Contractor shall be responsible for any wrongful or negligent acts or omissions

performed by him, his employees or his subcontractors associated with his performance under this Contract and agrees to indemnify and hold the Tribe harmless from any liability or damage to person or property that arises from or is related to any such act or omission, including any attorney fees that may be incurred.

#### 10. Confidentiality.

Contractor acknowledges that all information related to Contractor's work under this Contract, including all findings, reports, and other information either provided directly or indirectly by the Tribe in connection with the Contract or developed,

compiled or created by Contractor in performing his services under this Contract, and all improvements made or conceived by Contractor under this Contract, is confidential and proprietary information owned by, and of great value to, the Tribe. Accordingly, Contractor agrees not to disclose any such confidential information to any person without the prior, written authorization of the Chairman of the Hualapai Tribe.

Regardless of how or when this Contract is terminated, within five (5) working

days of completion of the work under this Contract, Contractor shall deliver to the Tribe all copies (including those on computer disk or other electronic medium) of all documents, drawings, specifications, and other materials or information which were furnished directly or indirectly by the Tribe to Contractor in connection with this Contract or which were prepared or acquired by Contractor in performance of services under this Contract.

Contractor shall not use any of the proprietary information described in this paragraph for anyone other than the Tribe's benefit.

11. Intellectual Property.

The title to all work completed by Contractor under or associated with this

Contract shall be in the Tribe. Contractor will promptly disclose to the Tribe all

inventions, improvements, designs, publications and ideas made or conceived by

Contractor in the course of or associated with providing services under this Contract, regardless of whether Contractor develops those inventions, improvements, designs, publications or ideas after the termination on this Contract. Contractor agrees to assign to the Tribe all right and title to all such inventions, improvement, designs, publications and ideas, and all copyrights, patents, and royalties associated with or derived from such ideas.

12. Amendment.

This Contract may be amended only by a written document signed by the

Contracting Officer, the Grants and Contracts Compliance Officer to the Tribe and by the Contractor, and approved by the Chairman or Vice Chairman of the Tribe.

13. Assignment.

All rights and obligations under this Contract are personal to Contractor, and

Contractor may not assign this Contract, or any rights or obligations hereunder, to any person. Any such attempted assignment shall be void.

14. Governing Law.

This Contract shall be governed by the laws and ordinances of the Hualapai

Tribe. All claims arising under or related to this Contract shall be brought to the

Contract Officer, Grants & Contract Officer then to the Hualapai Tribal Court.

CONTRACTOR:

By \_\_\_\_\_

Authorized Officer

HUALAPAI TRIBE:

By: \_\_\_\_\_

Planning Department Contract Officer

By: \_\_\_\_\_

Grants and Contracts Compliance Officer

By: \_\_\_\_\_

Chairman or Vice Chairman

Program to be charged: \_\_\_\_\_

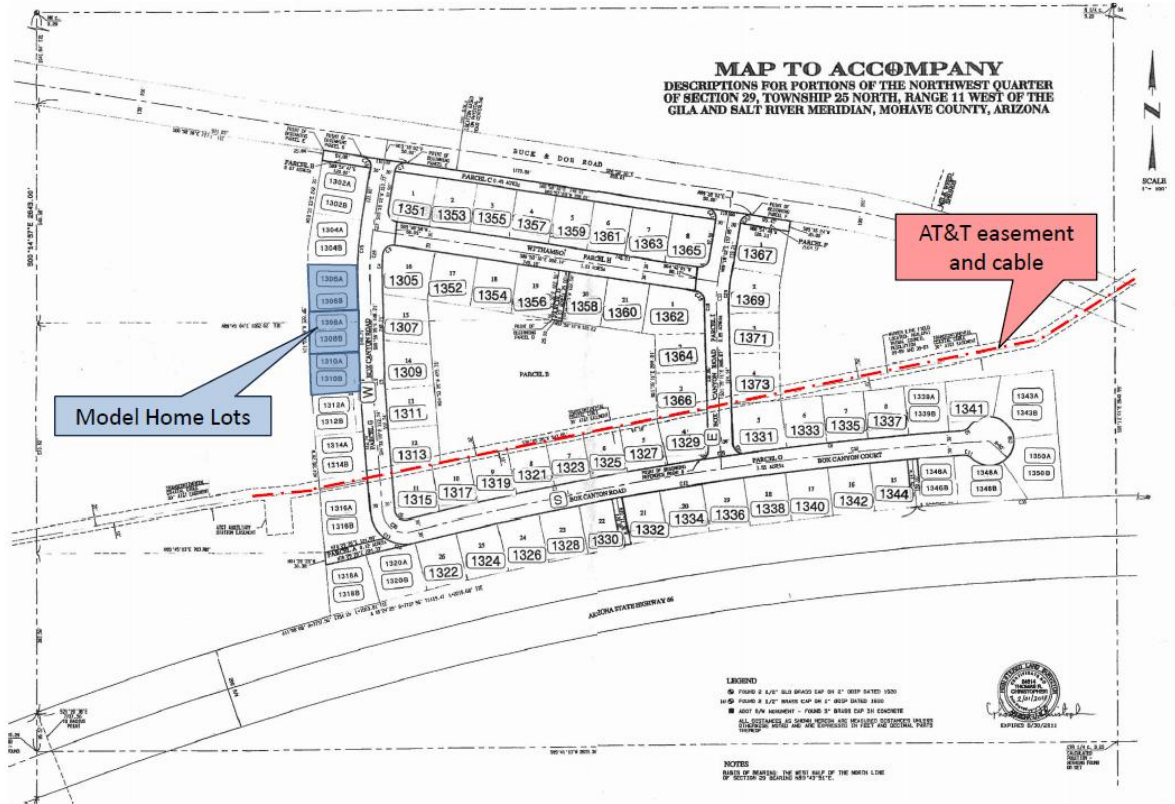
Contract/Grant No.: \_\_\_\_\_

Line Item/ Account # : \_\_\_\_\_

ATTACHMENT F

Subdivision Map of Box Canyon Subdivision and Site Photos of Lots 32, 33 and 34

# Box Canyon Subdivision





Looking west across Box Canyon Road from adjacent Lot 16.



Looking south along Box Canyon Road



ATTACHMENT G

Structural Insulated Panel Patent and Connection Detail



US005822940A

# United States Patent [19]

[11] Patent Number: **5,822,940**

Carlin et al.

[45] Date of Patent: **\*Oct. 20, 1998**

## [54] COMPOSITE WALL PANEL

[76] Inventors: **Steven Carlin; Robert M. Dresslar**,  
both of 4073 39th St., Newport Beach,  
Calif. 92663

[\*] Notice: The term of this patent shall not extend  
beyond the expiration date of Pat. No.  
5,787,665.

1,156,753	10/1915	Carey	52/591.4 X
2,796,158	6/1957	Miles et al.	52/716.1 X
3,411,252	11/1968	Boyle, Jr.	52/468 X
3,553,915	1/1971	Passovoy	52/468 X
3,964,221	6/1976	Berquist	52/591.4 X
4,138,808	2/1979	Walkiewicz, Jr.	52/459
4,223,500	9/1980	Clark et al.	52/309.4
4,953,334	9/1990	Dickens	52/309.4
5,218,803	6/1993	Wright	52/481.1 X
5,279,089	1/1994	Gulur	52/309.11

[21] Appl. No.: **724,611**

### FOREIGN PATENT DOCUMENTS

[22] Filed: **Sep. 30, 1996**

1609819	6/1970	Germany	52/800.1
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### Related U.S. Application Data

[60] Provisional application No. 60/018,050 May 21, 1996.

### Related U.S. Application Data

[63] Continuation-in-part of Ser. No. 683,670, Jul. 17, 1996.

[51] Int. Cl.<sup>6</sup> ..... **E04B 9/00; E06B 3/54**

[52] U.S. Cl. .... **52/479; 52/309.7; 52/309.4;**

52/481.1; 52/481.2; 52/459; 52/468; 52/783.1;

52/783.13

[58] Field of Search ..... 52/309.4, 309.6,  
52/309.11, 506.03, 481.1, 481.2, 478, 586.1,  
783.1, 783.13, 459, 468, 541, 731.2, 731.1,  
479, 309.3, 309.7, 309.9, 609.15, 458, 591.4,  
800.1, 242, 716.1, 762

### [56] References Cited

#### U.S. PATENT DOCUMENTS

726,506	4/1903	Capen	52/591.4
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*Primary Examiner*—Carl D. Friedman  
*Assistant Examiner*—W. Glenn Edwards  
*Attorney, Agent, or Firm*—William G. Lane

### [57] ABSTRACT

A structural, insulating, insect resistant, dimensionally stable composite wall panel for building construction comprising a regular tetragonal body of polymer foam having two opposing primary wall surfaces bounded on its sides by two parallel side walls and on its ends by two parallel end walls; and at least one light metal gauge hollow stud in the body, each light metal gauge stud extending at least from one end wall to the other end wall and parallel to the side walls of said body, the polymer foam extending into the center of the stud to secure the stud to the body, at least one side wall of each stud forming a portion of the same primary wall surface of said body.

**4 Claims, 30 Drawing Sheets**

