Hualapai Planning & Economic Development Department

Request for Proposal for Assessment of Historic Buildings on Hualapai Reservation

Overview:

The Hualapai Planning Department is soliciting the services of an architect and structural engineer (A&E) to perform a structural assessment of three historic buildings located on the Hualapai Reservation. This effort is needed to preserve these historic structures, two of which are on the National Register of Historic Places. The assessment will provide a basis for a future grant application which will help secure design services and possible construction funds. The building assessment will include a condition and needs analysis as well as diagrammatic reuse plans and related cost estimates for construction.

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)

Site visits may be arranged through the Planning Office prior to proposal submittal.

RFP INFORMATION AT A GLANCE

Planning Contact Person		Mr. Kevin A. Davidson, Director
	Phone	928-769-1310
	e-mail	kdavidson@hualapai-nsn.gov
	Address	PO Box 179 Peach Springs, AZ 86434
RFP Submittal		Hualapai Planning Department 887 Highway 66 PO Box 179 Peach Springs, AZ 86434

Proposal submittals will not be accepted via fax

Proposal Submittal Deadline **4:00 pm, Monday, May 21, 2018**

Not to Exceed Limits:

Contract Time Period June 15, 2018, to December 31, 2018

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 Tribe possesses a historic trading post in Peach Springs and the Valentine School and the original BIA office in Valentine. The trading post and school are on the National Register of Historic Places. The assessment will provide a basis for a future grant application which will help secure design services and possible construction funds to stabilize the structures with the potential to reuse.

Neither the old trading post in Peach Springs nor the original BIA office in Valentine has been previously assessed. The Valentine School was assessed some 13 years ago and underwent an exterior wall and roof restoration in 2005-2006; however, the interior of the building was not assessed. An emergency wall repair was performed on the BIA office in 2006. The trading post currently houses the Hualapai Game and Fish Department. The other two buildings are unoccupied.

The architectural firm should be well practiced in the assessment and restoration of historic building. Final design and construction drawings will be produced in a subsequent A&E phase based on decisions made after the initial analysis is completed in the scope of work requested in the RFP.

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 assessment services that meet the program's objectives as follows:

I. Coordination and performance under the direction of the Planning Department to include: 1) providing periodic summaries of project status preferably via e-mail with telephone cal follow-up if required, 2) kick-off meeting to establish project objectives, and 3) a second meeting mid-way through the project period to ensure the analysis, plans and cost estimates are matching expectations. The meetings will be held in Peach Springs or at the Project Sites.

II. The professional's basic services are as follows:
    a. building assessment including a condition and needs analysis,
    b. diagrammatic reuse plans, and
    c. related cost estimates for construction.
    d. Compliance with 2009 International Building Code and associated ICC codes

III. The consultant may also be invited to present to the Tribal Environmental Review Commission (TERC).

Final design and construction drawings will be produced in a subsequent A&E phase based on decisions made after the initial analysis is completed in the above described scope of work.

Modifications to Scope of Work: Any modifications occurring during the Proposal process will be transmitted to every proposer of record as an addendum to this RFP. The proposer shall reflect receipt of such addenda in their proposal. Modifications to the Scope of Work that occur following acceptance of the proposal shall be covered under the applicable "additional services" provisions of the resultant contract.

A tribal selection committee will be established to choose the best qualified firm based on the applicant's experience and expertise working directly with tribes and tribal organizations.

The period of service shall begin on or about June 15, 2018, and continue until December 31, 2018, 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 the Scope of Work.

B. Maintain a progress record of the entire project process including an auditable set of time keeping and invoicing documents.

C. Provide timely invoicing and associated budget tracking sheets.

II. PROPOSAL FORMAT

The Owner intends to retain the successful applicant on a "Best Value" basis and qualification evaluation, not a "Low Bid" basis, so that Owner 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 of the work) 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 it 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. Four 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 Highway 66
PO Box 179
Peach Springs, AZ 86434

Package exterior must clearly denote:

REQUEST FOR PROPOSAL FOR ASSESSMENT OF HISTORIC BUILDINGS ON HUALAPAI RESERVATION

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 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 Department, to exclude any of the Owner's requirements contained within the documents, may cause that applicant to not be considered.

IV. PROPOSAL EVALUATION CRITERIA

A. All Offerers should understand the factors that will enter into the evaluation of proposals, and the relative importance of each. Factors for evaluation of proposals for planning services will fall into five categories:

a. Technical qualifications of the firms and of the proposed technical staff, as indicated by their past experience with emphasis on current experience. The qualifications should reflect demonstrated ability and offering of professional services as covered by the statement of work. Consideration will be given to the Offerer's relevant experience, specifically experience in assessing and restoring historic buildings. (30 points)

b. A record of integrity, judgment, performance, and timeliness in the execution of previous contracts. (20 points)

c. Experience of the firm and familiarity of the proposed staff with the unique circumstances of 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 Indian problems and solutions. This includes the firm's ability to deal administratively with Indian Tribes and federal agencies. (20 points)

d. Cost considerations such as rates charged for each category of employee under the contract, overhead rates, and total fee proposed. (20 points)

f. Firms meeting Indian preference criteria. The Indian Enterprise Qualification Statement form is required for point award and is available from the Project Consultant. (10 points)[1]

[1] 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.

B. Evaluation Method

The Owner will utilize responses to this request for proposals to award the contract to the most highly rated Offerer subject to verification of the Offerer's qualifications and representations and the negotiation of fair and equitable compensation.

Proposals will be rated and ranked by a selection committee comprised primarily of Hualapai officials and personnel involved in the Project who represent the Owner. Proposers should allow two weeks for proposal reviews, verifications, ratings and rankings to be complete following the submittal date.

The Owner will review all proposals received, and may contact Offerers to request further information, either in written form or in the form of a presentation to the Owner. The Owner may accept any given proposal as submitted, or may negotiate with an Offerer to establish terms most advantageous to the Owner. The decision of the Owner shall be final and not subject to appeal. A "short-list" interview may be required of individual Offerers.

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.

Therefore, Planning shall not be able to accept any such additional documentation after the deadline for the receipt of proposals.

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. Site Maps and Photos

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

_____

_____

_____

_____

_____

(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

_____

_____

_____

_____

(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_____

(18) Verification Statement: The undersigned applicant hereby states that by completing and submitting this form they are certifying that all information provided herein is, to the best of their knowledge, true and accurate, and that if Planning discovers that any information is false, that shall entitle Planning to not make and award or to cancel any award with the undersigned party.

_____ _____ _____

Signature (Authorized Representative Title Date

_____

Printed Name

ATTACHMENT C

PROPOSED COSTS FORM

The following is a sample Professional Fee Breakdown:

I,_____of_____certify that to the best of my ability the following depicts a reasonable estimate of the anticipated professional fees in accordance with the requirements of this solicitation. I further understand that these fees will constitute a basis for entering into an agreement with the Grantee to accomplish the professional services required.

a. Basic Services $_____
Fixed Fee quote, including any and all sub-consultants
Hourly rates for architect $_____
engineers (by type) $_____, $_____, $_____, $_____
and other design professionals (by type) $_____, $_____, $_____, $_____

b. Not to Exceed Estimate of Reimbursements $_____
Long distance phone calls, Travel and mileage, Reproduction expense, Materials and Supplies, quoted on a firm not-to-exceed basis.

c. TERO Fee $_____
Calculated at 1% of the total of a & b, above [.01 x (a+b)]

d. Total Not-To-Exceed Fee $_____

e. Additional Site Visits (per visit) $_____
Provide a per-visit rate for site visits beyond the number estimated in this RFP. Separate fees may be quoted for the prime and sub-consultants.

_____ _____
Company Name Address

_____ _____ _____
Signature (Authorized Representative) Title 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 Social Security No.	I or NI	Title	Address	% of Stock 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 Social Security No.	I or NI	Address	% of Stock 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 Social Security No.	I or NI	Address	% of Stock Ownership

_____ ___ _____ _____

_____ ___ _____ _____

_____ ___ _____ _____

_____ ___ _____ _____

_____ ___ _____ _____

<u>If a Joint Venture</u>:

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:

_____

_____

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:

_____

_____

_____

_____

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:

_____

_____

_____

_____

_____

8. Will any officer or partner listed in #4 be engaged in out-side employment?

____ Yes ____ No

If Yes, complete:

Name/Title	Hours Per Week 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:

Name of person/business	Date of Action	Type of Action	Department 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, affiliate or other concern	Description 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."

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 by the payor to 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 is 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

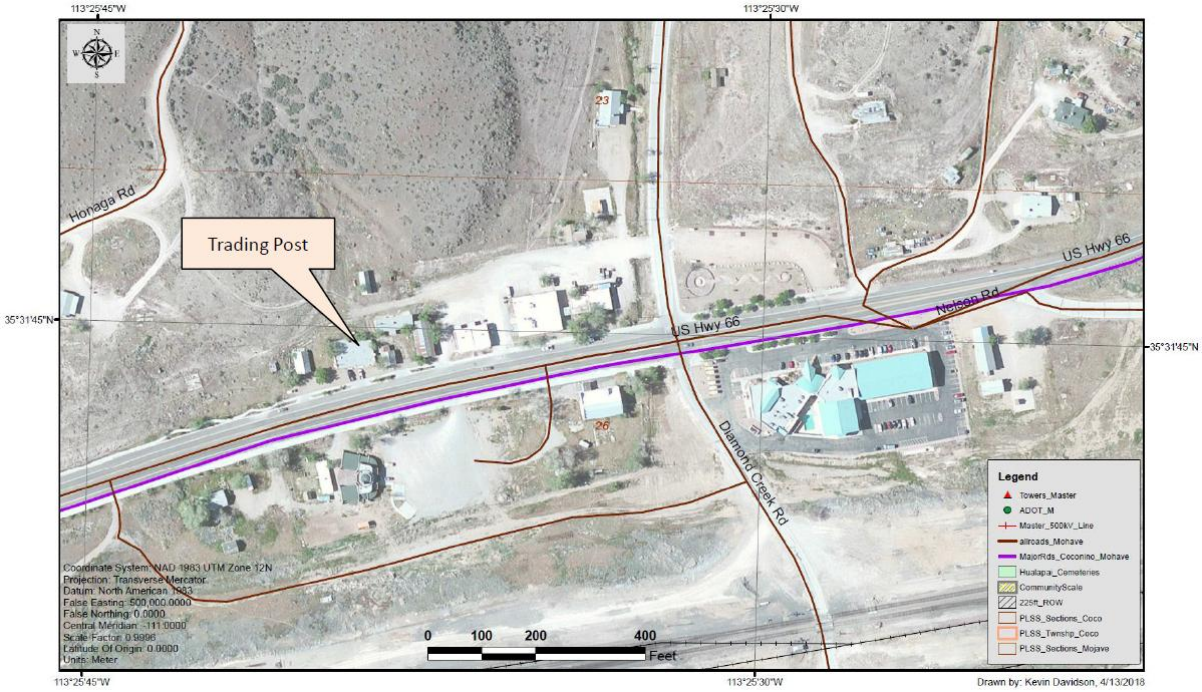
Program to be charged:_____

Contract/Grant No.: _____

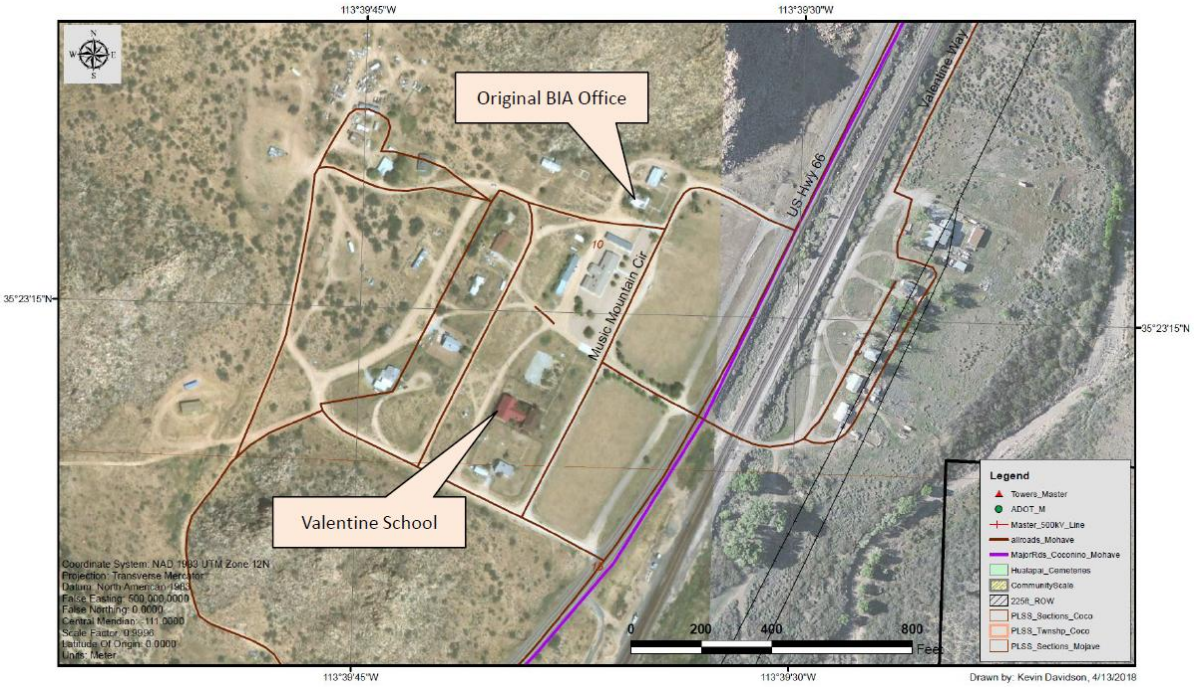
Line Item/ Account # :_____

ATTACHMENT F

Map of Downtown Peach Springs



Map of Valentine



Photos of old trading post

Postcard of Peach Springs Trading Post, ca. 1936 (Courtesy Joe Sonderman Collection).

Present day view of the Peach Springs Trading Post.

Photos of Valentine School

Photos of original BIA administration building