NOTICE OF REQUEST FOR PROPOSALS FROM COMMERCIAL BUILDERS

RFP NO. 01-2022

ELDERLY CENTER KITCHEN RANGE HOOD REPLACEMENT, PEACH SPRINGS, ARIZONA

Notice is hereby given that the Hualapai Indian Tribe, hereinafter referred to as the "Tribe," is soliciting Proposals from commercial building firms to replace the Elderly Center kitchen range hood in Peach Springs, located on the Hualapai Reservation, Arizona.

The Tribe invites interested firms to submit written Proposals relating to this project. A Selection Committee of four (4) individuals will evaluate and score Offeror’s qualifications and experience with similar projects. The Tribe will select the top-rated Offeror from those submitting Proposals and enter into contract negotiations. The renovation and repairs must be ready for use no later June 30, 2022.

A complete copy of this RFP may be obtained from our website at: http://hualapai-nsn.gov/. Internet access is available at all public libraries. Any interested offerors without internet access may obtain a copy of this solicitation by calling (928) 769-1310, or a hard-copy may be obtained during regular business hours at the Hualapai Planning and Economic Development Department, 887 W. Highway 66, Peach Springs, AZ. Respondents are invited to review the information and to submit their Proposals in accordance with the criteria established within this RFP. Written questions regarding this RFP must be received by the Planning Department no later than March 17, 2022. Questions may then be responded to by written amendment to this document. Oral statements or instructions shall not constitute an amendment to the RFP.

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

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<th>March 21, 2022 AT 2:00 P.M. LOCAL AZ TIME</th>
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<tbody>
<tr>
<td>SUBMITTAL LOCATION:</td>
<td>Hualapai Planning and Economic Development Dept</td>
</tr>
<tr>
<td></td>
<td>887 West Highway 66</td>
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<tr>
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<td>Peach Springs, AZ 86434</td>
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<tr>
<th>PRE-SUBMITTAL CONFERENCE DATE:</th>
<th>March 7, 2022</th>
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<tr>
<td>TIME:</td>
<td>2:00 P.M. LOCAL AZ TIME</td>
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<tr>
<td>LOCATION:</td>
<td>Hualapai Elder Center</td>
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<tr>
<td></td>
<td>587 Canyon View Drive, Peach Springs, Arizona 86434</td>
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<table>
<thead>
<tr>
<th>QUESTIONS SHALL BE DIRECTED TO:</th>
<th>Kevin A. Davidson</th>
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<tbody>
<tr>
<td></td>
<td>Planning and Economic Development Director</td>
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<tr>
<td></td>
<td>(928) 769-1310, <a href="mailto:kevin.davidson@hualapai-nsn.gov">kevin.davidson@hualapai-nsn.gov</a></td>
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2/17/2022 Publish Date
INTRODUCTION/GENERAL PROJECT INFORMATION

This contract will comprise the removal and installation of new Type I range hood for Elder Center’s kitchen located at 587 Canyon View Drive in Peach Springs, AZ.

The successful contractor will be required to coordinate the renovation efforts with the Tribe's designated Project Manager within the Planning and Economic Development Department and the Elder Center director.

The successful Contractor shall be required to achieve Substantial Completion by June 15, 2022, and Final Completion within 15 consecutive calendar days after Substantial Completion.

ANTICIPATED DISCIPLINES OF WORK

The Contractor’s submittal must include, as a minimum:

1. General Contractor
2. Mechanical Engineer as needed

Any changes to these key Team members for the duration of the project shall require Tribal approval. All Contractors shall be registered with the Arizona Registrar of Contractors. All engineers shall be licensed in the State of Arizona. Any changes to these Contractors for the duration of the project shall require Tribal approval. All consultant members shall be considered subcontractors to the prime Contractor. The Tribe will participate and guide the Contractor in conveying the owner's requirements for the project.

The Contractors shall deliver to the Tribe the renovation of the Elder Center ready for use. The building design shall meet all local building code requirements (IBC 2018, 2018 IFC, 2018 IMC, 2017 NEC, etc.), all local and federal regulations, including Indian Health Services regulations, and the product manufacturer's recommendations.

SCOPE OF WORK FOR ELDERLY CENTER RANGE HOOD REPLACEMENT AT 587 CANYON VIEW DRIVE, PEACH SPRINGS SHALL INCLUDE THE FOLLOWING:

1. Remove existing hood, ductwork and roof mounted exhaust fan
2. Assess existing roof curbing for removal and replacement or for repair and re-use as noted in No. 5 below.
3. Description: provide all labor, materials, equipment, and services necessary to furnish and install Type I “Ansl” range hood and ventilation unit, including all ductwork, blowers, fire suppression system, master electric controls and filter sections for a complete and operational system suitable for Therma-Tek Model No. TMD72-36G-6-2, medium duty range (see attached specs). Items not listed but required due to local codes or operational requirements shall be included under base bid. Unit shall be UL listed and labeled.
4. Hood: the hood shall be double shell type, 18 gauge stainless steel inner liner with 18 gauge galvanized outer liner with satin finish stainless steel on the entire outer shell including facing, ends, and slots. Fabrication will be in accordance with NFPA No. 96 requirements and bear the NSF seal and shall be constructed in accordance with the International Building Code. All grease filters shall be AFI rated.
5. Ventilation: the roof mounted ventilation unit including all components shall be fully factory assembled and wired in accordance with the NEC. Heating and filter sections will be one integrated unit, mounted on adjustable supports for post mounting. An insulated steel wall roof curb is part of the furnished system. Master disconnect switches and wiring to the master electric panel will also be included. All duct work will be 16 gauge galvanized welded exhaust, and 18 gauge galvanized supply, conforming to NFPA No. 96.
6. Exterior surfaces of all roof equipment will be weatherproof enamel coated.
7. Connect new hood and exhaust fan to existing electrical system.
8. Repair, patch and paint drywall surfaces (walls and ceiling) in Kitchen to match existing finished as required.
PRE-CONSTRUCTION PHASE SERVICES BY THE CONTRACTOR MAY INCLUDE, BUT IS NOT LIMITED TO:

1. Consult with the Tribe’s representatives to define and clarify the Tribe’s requirements for the project and available data.
2. Provide project planning and scheduling
3. Incorporate the comments and direction provided by the Tribe.
4. Address those requested changes or modifications which would make this project not feasible due to scheduling, budgetary constraints, or due to any conflicts with any rules, regulations, or requirements. Consult with Tribe to revise the Tribe’s Criteria as necessary to meet the project budget.
5. Address all federal and Tribal design permitting requirements and pay all associated fees.
6. Coordinate with various Tribal departments and other agencies, utility companies, etc.

CONSTRUCTION PHASE SERVICES BY THE CONTRACTOR MAY INCLUDE, BUT NOT BE LIMITED TO:

1. Address all federal, state, and Tribal construction permitting requirements and pay all associated fees including TERO.
2. Arrange for procurement of all materials and equipment required
3. Provide services of an independent third-party special inspector and testing laboratory, as needed
4. Conduct weekly construction progress meetings and schedule and administer specially called meetings throughout the progress of the work. Provide conference quality phones for meeting participants not able to attend progress meetings in person
5. Coordinate with various Tribal departments and other agencies, utility companies, etc.
6. Provide on-site construction management to assure proper compliance with the Contract Documents
7. Obtain Approval of Construction for building structures, building systems, and all supporting site infrastructure from all permitting agencies and jurisdictions to include building Certificate of Occupancy.
8. Schedule and manage site operations
9. Provide quality controls
10. Respond to and resolve Tribal issues
11. Bond and insure the construction in accordance with Tribal regulations. Note: payment and performance bond not required if contract value is less than $100,000.
12. Maintain a safe work site for all project participants
13. Provide a minimum of two (2) year warranty

COMPLETION REQUIREMENTS

1. As a condition precedent to receiving final payment, Contractor shall secure required certificates of inspection, testing and/or approval and deliver them to the Tribe.

2. As a condition precedent to receiving final payment, Contractor shall collect all equipment manuals and deliver them to the Tribe.

3. Contractor shall perform the checkout of utilities and operations of systems and equipment for readiness, perform their initial start-up and testing, and as a condition precedent to receiving final payment, schedule and conduct a training program for Tribe personnel in their operation.

4. At the date of Final Completion, and as a condition precedent to receiving final payment, Contractor shall collect all written warranties and deliver them to the Tribe.
**SELECTION PROCEDURE**

Selection of the Contractor is subject to a determination by the Tribe that the contractor is responsive, qualified, responsible, and eligible to contract for federally funded activities. In determining bidder(s) qualifications, the Tribe may require a meeting at its convenience within seven days of bid opening.

The Bid is subject to Indian Preference. However, proposals by qualified non-Indian firms are strongly encouraged. The Tribe reserves the right to reject any and all proposals.

**REQUEST FOR PROPOSALS REVIEW**

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

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

Upon successful negotiations, the Tribe shall enter into a written contract with the Contractor.

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

**ESTIMATED* SELECTION PROCESS CALENDAR**

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

<table>
<thead>
<tr>
<th>RFP ACTIVITY</th>
<th>DATE</th>
<th>TIME</th>
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<tbody>
<tr>
<td>Advertise Request for Proposals (RFP)</td>
<td>2/17/2022</td>
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<tr>
<td>Request for Proposals (RFP) Pre-submittal Conference</td>
<td>3/7/2022</td>
<td>2:00 PM</td>
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<tr>
<td>Request for Proposals (RFP) Submittal</td>
<td>3/21/2022</td>
<td>2:00 PM</td>
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<tr>
<td>Evaluation and/or Short-list Firms (week of)</td>
<td>3/21/2022</td>
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<tr>
<td>Interviews with Short-list firms as needed (week of)</td>
<td>3/21/2022</td>
<td></td>
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<tr>
<td>Selection of Design Build Firm (week of)</td>
<td>3/21/2022</td>
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<tr>
<td>Commence Contract Negotiations (week of)</td>
<td>3/21/2022</td>
<td></td>
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<tr>
<td>Award of Contract (Estimated Council Meeting)</td>
<td>4/1/2022</td>
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<tr>
<td>Notice to Proceed and Commence Work</td>
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</tr>
<tr>
<td>Submittal of Schedule of Payment Items</td>
<td>Date of Award + 7 Calendar Days</td>
<td></td>
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<tr>
<td>Substantial Completion</td>
<td>June 15, 2022</td>
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<tr>
<td>Final Completion</td>
<td>June 30, 2022</td>
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All questions, whether they are of an administrative, contractual, or technical nature, shall be directed to the attention of Kevin A. Davidson, Planning & Economic Development Director, (928) 769-1310, kevin.davidson@hualapai-nsn.gov
1. **PRE-SUBMITTAL CONFERENCE:** The date and time of a pre-submittal conference, if applicable, is indicated on the cover page of this document. **While not mandatory, it is highly recommended that all interested Offerors attend this pre-submittal conference.** The purpose of this conference will be to clarify the contents of this solicitation in order to prevent any misunderstanding of the Tribe's position. Any doubt as to the requirements of this solicitation or any apparent omission or discrepancy should be presented to the Tribe at this conference. The Tribe will then determine the appropriate action necessary, if any, and may issue a written amendment to the solicitation. Oral statements or instructions will not constitute an amendment to this solicitation. Persons with a disability may request a reasonable accommodation by contacting **Kevin A. Davidson, (928) 769-1310.** Requests for accommodations must be made forty-eight (48) hours in advance of the event.

2. **SUBMITTAL FORMAT:** Original and 3 copies (4 total) of each submittal shall be turned in to the Planning Department, on any required forms and in the format specified in the solicitation. The original copy of the submittal should be clearly labeled "Original". The format as outlined in the Uniform Consultant Questionnaire shall be followed. Material shall be in sequence and related to the solicitation. **The sections of the submittal shall be tabbed and clearly identifiable.** The Tribe will not provide any reimbursement for the cost of developing or presenting submittals in response to the selection process. Failure to include any requested information may have a negative impact on the evaluation and/or may result in the rejection of the offeror's submittal.

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

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

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

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

   (1) waive any immaterial defect or informality; or
(2) reject any or all offers, or portions thereof; or
(3) reissue the solicitation.

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

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

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

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

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

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

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

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

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

16. **PREPARATION OF SUBMITTAL:**

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

   1. **Screening Phase:** The criteria for screening firms in this selection process is as follows:
      - Experience & Qualifications of the Contractor
      - Project Approach and Schedule
      - Quality & Safety Programs
      - Past Performance
      - Cost of Proposes Services
      - Indian Preference
Points shall be assigned according to the above listed criteria. The Offerors will then be ranked accordingly. The Tribe reserves the right to conduct interviews with the top-three scoring firms at any point during the evaluation process. However, the Tribe may determine that interviews are not necessary and may enter into negotiations with the top ranked Offeror. In the event interviews are conducted, information provided during the interview process shall be taken into consideration when evaluating the stated criteria.

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

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

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

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

1. COVER LETTER - Shall contain the following information (2 Pages Maximum):
   - An expression of the firm's interest in being selected for this Project.
   - A statement confirming the commitment of the key personnel identified in the submittal to the extent necessary to meet the Tribe's quality and schedule expectations.
   - The name and Registration number of the principle or officer, properly registered with the Arizona Registrar of Contractors at the time of submittal, which will be responsible for the design work included in this contract.
   - A statement detailing the legal structure of the firm's project team and/or consortium of firms.
   - A summary of key points regarding the firm's qualifications pertaining to steel or equivalent, structures. The cover letter shall also identify a single individual as the Tribe's point of contact for any future correspondence.

2. UNIFORM QUESTIONNAIRE - The format as outlined in the Uniform Consultant Questionnaire shall be followed. Proposals should be limited to a maximum of TWENTY (20) pages, excluding the resumes of key personnel. If dividers are used and contain project-specific information, they will be counted as pages. Foldout pages shall not be allowed.
3. **SUPPORTIVE INFORMATION** - Supportive information may include organizational charts, capacity charts, graphs, photographs, maps, additional resumes, references, etc., and is totally discretionary to the Offeror. Supportive information shall be limited to TEN (10) pages maximum.

### REQUEST FOR PROPOSALS REQUIRED FORMAT

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<th>FORMAT CONTENT</th>
<th>MAXIMUM POINTS</th>
<th>MAXIMUM PAGES</th>
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<td>2. Project Approach and Schedule</td>
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<td>3. Quality &amp; Safety Programs</td>
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<td>4. Past Performance</td>
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<tr>
<td>5. Cost of Proposed Services</td>
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<td>6. Indian Preference</td>
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<td>INFORMATION FORM</td>
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<tr>
<td>AMENDMENTS</td>
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</table>
**UNIFORM CONSULTANT QUESTIONNAIRE**

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

1. **EXPERIENCE & QUALIFICATIONS OF THE CONTRACTORS PROJECT TEAM (25 POINTS)**

- Identify the legal structure of the firm and/or consortium of firms preparing the RFP.

- Describe the business experience of the firm(s) as it relates to carrying out this proposed project.

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

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

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

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

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

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

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

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

- Identify other members of the project team including sub-consultants/sub-contractors that provide special expertise or will perform key tasks. Describe their anticipated roles.

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

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

2. **PROJECT APPROACH AND SCHEDULE (20 POINTS)**

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

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

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

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

- Indicate the resources that will be made available, and from what source, to perform the work for the Project.

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

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

- Demonstrate that appropriate resources will be committed to perform the work and complete the Project on schedule.

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

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

3. **QUALITY & SAFETY PROGRAMS (15 POINTS)**

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

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

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

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

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

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

- Provide documentation of the past three (3) year safety record on all construction projects (e.g., OSHA citations - list circumstances and outcome, etc.)
4. **PAST PERFORMANCE (15 POINTS)**

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

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

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

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

5. **COST OF PROPOSED SERVICES (16 POINTS)**

   - Estimate to the best of professional ability the anticipated costs. List costs by category, e.g. salaries, subcontractors, equipment purchase and/or rental, indirect costs, material and supplies, travel and mileage. Include the rates (hourly) charged for each category of employee under the contract.

   1. **Basic Services**: State an estimated quote for project work as presented in your proposal, including any subcontractors costs.

   2. **TERO Tax**: This project is subject to a Tribal Employment Rights Office (TERO) Tax. Please factor a 5% increase to the total combined quote of item 1, above.

6. **INDIAN PREFERENCE (9 POINTS)**

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

7. **PART C - SUPPORTIVE INFORMATION**

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

8. **PART D - CONTRACTOR FIRM'S INFORMATION FORM**

   Complete the form as provided (see next page).

9. **PART E - AMENDMENTS (NO PAGE LIMIT)**

   Receipt of Amendments issued prior to submission of the Proposals shall be acknowledged by including a signed copy of the Amendment in the Proposals submittal.
CONTRACTOR'S INFORMATION FORM

CONTACT PERSON: ____________________________________________

CONTRACTOR FIRM: __________________________________________

ADDRESS: __________________________________________________

CITY/STATE/ZIP: ____________________________________________

TELEPHONE/FAX: ____________________________________________

CONTACT PERSON: ________________________

PRIMARY CONTRACTOR: ______________________________________

ADDRESS: __________________________________________________

CITY/STATE/ZIP: ____________________________________________

TELEPHONE/FAX: ____________________________________________

AZ. CONTRACTOR LICENSE NUMBER: ____________________________

CONTACT PERSON: ________________________

PRIMARY DESIGNER: _________________________________________

ADDRESS: __________________________________________________

CITY/STATE/ZIP: ____________________________________________

TELEPHONE/FAX: ____________________________________________

AZ. REGISTRATION No.: ________________________________________
## SUBCONSULTANTS/SUBCONTRACTORS FORM

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<th>Responsible Principle</th>
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SPECIAL TERMS AND CONDITIONS

1. INSURANCE REPRESENTATIONS AND REQUIREMENTS:

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

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

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

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

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

1.6 In the event any insurance policies required to be furnished by Contractor for this Contract are written on a “claims made” basis, coverage shall extend, either by keeping coverage in force or purchasing an extended reporting option, for five (5) years past completion and acceptance of the Work or services. Such continuing coverage shall be evidenced by submission of annual Certificates of Insurance citing applicable coverage is in force and containing the provisions as required herein for the five-year period. The obligation of the Engineer to supply the same coverage is contingent upon the coverage being reasonably available and affordable.
1.7 Each policy of Contractor, Contractor’s consultants, and Subcontractors, including Workers’ Compensation insurance, shall contain a waiver of rights of recovery (subrogation) against the Tribe and its agents, representatives, officers, directors, officials, and employees for any claims arising out of the work or services of Contractor, consultant, or Subcontractor. Contractor shall arrange to have such subrogation waivers incorporated into each policy via formal written endorsement thereto.

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

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

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

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

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

c. All policies, including Workers’ Compensation, waive rights of recovery (subrogation) against the Tribe and its agents, representatives, officers, directors, officials and employees for any claims arising out of work or services performed by Contractor under this Contract.

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

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

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

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

1.12 **Required Insurance Coverage**

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

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

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

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

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

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

1.13 Certificates of Insurance

Prior to commencing the Work under this Contract, Contractor shall furnish the Tribe’s Grants and
Contracts Administrator with certificates of insurance, and formal endorsements as required by this
Contract, issued by Contractor’s, consultant’s, and Subcontractor’s insurer(s), as evidence that
policies providing the required coverage, conditions and limits required by this Contract are in full force
and effect. Contractor may submit a written request to the Tribe to delay the purchase of certain of the
policies required herein until Contractor mobilizes at the site. Unless otherwise specified in this
Contract, in the event any insurance policy(ies) required by this Contract is(are) written on a “claims
made” basis, coverage shall extend for five years past completion and acceptance of Contractor’s work or services and as evidenced by annual certificates of insurance. If a policy does expire during the life of the Contract, a renewal certificate must be sent to the Tribe thirty (30) Days prior to the expiration date. All certificates of insurance required by this Contract shall be identified by Project name. The Tribe reserves the right to request and receive, within ten working days, certified copies of any or all of the above insurance policies and/or endorsements. Failure to demand such evidence of full compliance with the insurance requirements set forth in this Contract or failure to identify any insurance deficiency shall not relieve Contractor from, nor be construed or deemed a waiver of, its obligation to maintain the required insurance at all times during the performance of this Contract. Contractor acknowledges that the Tribe’s Grants and Contracts Administrator will review all required certificate(s) of insurance with endorsement(s) for verification of compliance with this Contract.

1.14 Cancellation and Expiration Notice

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

1.15 Failure of Compliance

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

1.16 Indemnity

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

2. PERFORMANCE AND PAYMENT BONDS (where projects exceed $100,000):

2.1 Within fourteen (14) days of entering into this Contract, and prior to commencing any construction
activities, Contractor shall furnish the Tribe with an irrevocable security binding Contractor to provide faithful performance of the Contract in the amount of one hundred percent (100%) of the percentage of the Contract Sum attributable to construction, payable to the Tribe. Performance security shall be in the form of a Performance Bond. If Contractor fails to execute the security document as required, Contractor may be found in material default of the Contract, permitting the Tribe to terminate this Contract. In case of default the Tribe reserves all rights. All Performance Bonds shall be executed on State of Arizona approved forms, duly executed by Contractor as Principal and having as Surety thereon a Surety company approved by the Tribe’s Grants and Contracts Administrator and holding a Certificate of Authority issued by the Arizona Department of Insurance to transact surety business in the State of Arizona. A copy of the Certificate of Authority shall accompany the bonds. The Certificate shall have been issued or updated within two years prior to the execution of this Contract. The conditions and provisions of the bonds regarding the surety’s obligation shall follow the form set forth in A.R.S. § 34-222; Subsection G. The cost of the bonds shall be included in the Contract Sum. Individual sureties are unacceptable. All Insurers and Sureties shall have at the time of submission of bonds a rating of FSC VIII A- or better as currently listed in the most recent Best Key Guide, published by the A.M. Best Company.

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

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

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

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

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

FORM OF CONSTRUCTION CONTRACT

This Contract is made between the Hualapai Tribe, P.O. Box 179, Peach Springs, AZ 86434 (the “Tribe”), and Company Name, an independent contractor whose address is ____________________, EIN ________________ (the “Contractor”). The Tribe agrees to contract for the services of Contractor, and Contractor agrees to provide services, under the terms and conditions of this Contract.

1. Scope of Work.
   a. The Contractor agrees to furnish all labor, materials, supervision, and services to complete the Project, as follows:
      i. ____________________________________________.
      ii. ____________________________________________.

2. Payment for Services.
   a. In full consideration of the professional services to be provided under this Contract, the Tribe agrees to pay Contractor a not-to-exceed sum of $_______________________ including all building materials, reimbursable expenses, all work under this Contract unless authorized in writing by the Tribe via change order and TERO tax.
   b. As a precondition to receipt of any payments under this Contract, Contractor must provide the Tribe an invoice detailing all work performed under this Contract. The Contractor shall submit to the Owner one (1) invoice for payment after final completion of the Project.
   c. Payment for the approved invoice will be made within Thirty (30) days of receipt of such invoice by the Planning and Economic Development Department of the Tribe.
   d. Contractor further agrees that final payment for his services will be made after a review of the work performed is completed by the Tribe’s 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.

   a. The Contractor shall begin work on this Project on the date agreed upon by both parties and shall achieve final completion of all Project work by no later than ________ calendar days from the date of the Notice to Proceed. The Contractor fully understands and hereby acknowledges that time is of the essence.
   b. Contractor agrees that he is solely responsible for beginning and completing this Contract by the dates specified in this Contract.
   c. 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 the Contractor’s control were caused by the Tribe.

4. Principal Contacts.
a. 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.

b. Tribe’s principal contacts:

   Contracting Officer: Kevin Davidson, Planning Department Director

   Compliance Officer: Salena Siyuja, Grants & Contracts

   Project Manager: Kevin Davidson, Planning Department Director

c. Contractor’s principal contact: __________________

d. Contractor and his work shall be monitored by the Contracting Officer to determine whether the Contractor is in compliance with this Contract.

5. Independent Contractor.

   a. 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 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.

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

   c. 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 taxed on the amounts Contractor pays to his employees and subcontractors.

   d. Contractor will be responsible for payment of all applicable federal, state, tribal and local taxed, 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.

   e. 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.

6. Representations and Warranties of Contractor.

   a. 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.

7. Termination.

   a. 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. Contractor’s obligations under Articles 8 through 11 shall survive, and shall not be affected by, termination of this Contract.

8. **Indemnification.**

   a. 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.

9. **Confidentiality.**

   a. 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 (or his written designee) of the Tribe.

   b. 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 of 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.

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

10. **Code of Conduct.**

    a. Contractor shall comply with the provisions of the “Hualapai Indian Tribe Code of Conduct.”

11. **Intellectual Property.**

    a. 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.**

    a. This Contract may be amended only by a written document signed by the Contracting Officer, the Grants and Contracts Compliance Officer of the Tribe and by the Contractor, and approved by the Chairman or Vice Chairman of the Tribe.

13. **Assignment.**

    a. 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 Indian Tribe. All claims arising under or related to this Contract shall be brought to the Contracting Officer, Grants & Contract Officer then to the Hualapai Tribal Court.

15. **Retention of Records.**

   a. Pursuant to 24 CFR 85.26(i)(10) and (11), access shall be given by the Contractor to the Owner, HUD, the Comptroller General of the United States, or any of their duly authorized representatives, to any books, documents, papers, and records of the Design Professional which are directly pertinent to that specific Contract for the purpose of making an audit, examination, excerpts, and transcriptions. All required records shall be retained for three years after the Owner or Design Professional and other sub-grantees make final payments and all other pending matters are closed.

16. **Environmental Compliance.**

   a. Contractor shall comply with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 1857(h)), section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR part 15).

17. **Energy Efficiency.**

   a. Contractor shall comply with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat. 871).

18. **Indian Preference.**

   a. The Contractor and each of his or her subcontractors shall give preference in all hiring to Indians as required by the Indian preference in accordance with 24 CFR 1003.510 and Hualapai Procurement Regulations.

19. **Tribal Employment Rights.**

   a. The Contractor shall comply with Tribal Ordinance Number 01-80, as amended.

   b. The Contractor shall pay a tax of 5% of the total amount of each contract (TERO Tax).

20. **Interest of Members of Congress.**

   a. No member of, or delegate to, the Congress of the United States of America or Resident Commissioner shall be permitted to any share or part of this Contract or to any benefit that may arise from it.

21. **Prohibition Against Liens.**

   a. The Contractor is prohibited from placing a lien on the Owner’s property. This prohibition shall be placed in all subcontracts.

22. **Operation and Maintenance Data.**

   a. Upon completion of the Work the Contractor shall provide operating and maintenance instructions/ training and parts lists for materials, equipment and systems, including electrical and control items, being supplied.

23. **Warranty of Construction.**
a. In addition to any other warranties in this Contract, the Contractor warrants, except as provided in paragraph (J) of this clause, that work performed under this contract conforms to the contract requirements and is free of any defect in equipment, material, or workmanship performed by the Contractor or any subcontractor or supplier at any tier. This warranty shall continue for a period of two years from the date of final acceptance of the work. If the Owner takes possession of any part of the work before final acceptance, this warranty shall continue for a period of two years from the date that the Owner takes full possession.

b. The Contractor shall remedy, at the Contractor's expense, any failure to conform, or any defect. In addition, the Contractor shall remedy, at the Contractor's expense, any damages to Owner-owned or controlled real or personal property when the damage is the result of: (1) The Contractor's failure to conform to contract requirements; or (2) Any defects to equipment, material, workmanship or design furnished by the Contractor.

c. The Contractor shall restore any work damaged in failing the terms and conditions of this clause. The Contractor's warranty with respect to work repaired or replaced will run for two years from the date of repair or replacement.

d. The Project Manager shall notify the Contractor, in writing, within a reasonable time after the discovery of any failure, defect, or damage.

e. If the Contractor fails to remedy any failure, defect or damage within a reasonable time after receipt of notice, the Owner shall have the right to replace, repair or otherwise remedy the failure, defect, or damage at the Contractor's expense.

f. With respect to all warranties, expressed or implied, from subcontractors, manufactures, or suppliers for work performed and material furnished under this contact, the Contractor shall: (1) Obtain all warranties that would be given in normal commercial practice, (2) Require all warranties to be executed in writing for the benefit of the Owner, and (3) Enforce all warranties for the benefit of the Owner.

g. In the event the Contractor’s warranty under paragraph (A) of the clause has expired, the Owner may bring suit at its own expense to enforce a subcontractor's, manufacturer's, or supplier's warranty.

h. Unless a defect is caused by the negligence of the Contractor or subcontractor or supplier at any tier, the Contractor shall not be liable for the repair of any defect or material or design furnished by the Owner nor for the repair of any damage that results from any defect in Owner-furnished material or design.

i. Notwithstanding any provisions herein to the contrary, the establishment of the time periods in paragraphs (A) and (C) above relate only to the specific obligation of the Contractor to correct the work, and have no relationship to the time within which its obligation to comply with the contract may be sought to be enforced, nor to the time within which proceeding may be commenced to establish the Contractor’s liability with respect to its obligation other than specifically to correct the work.

j. This warranty shall not limit the Owner's rights under the Inspection and Acceptance of Construction section of this contract with respect to latent defects, gross mistakes or fraud.

k. Provide duplicate, notarized copies of documents required in this Section.

24. Final Cleaning.

a. The Contractor shall leave the site clean and free of debris, and responsibly dispose of any waste materials created during the work.

IN WITNESS WHEREOF, the undersigned parties hereby execute this Agreement.
CONTRACTOR
By: ________________________________signature
    Authorized Officer

Printed Name & date: ________________________________

HUALAPAI TRIBE
By: ________________________________signature
    Contracting Officer (Program Manager)

Printed Name & date: ________________________________

By: ________________________________signature
    Grants and Contracts Compliance Officer

Printed Name & date: ________________________________

By: ________________________________signature
    Chairman or Vice Chairman

Printed Name & date: ________________________________
TO THE HUALAPAI TRIBE:

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

For clarification of this offer, please contact:

Company Name: __________________________ Name:______________________________

Address:________________________________________

City:____________________ State: ___________ Zip: ______________

Phone: ______________ Fax: ______________

Signature of Person Authorized to Sign:____________________

Printed Name:______________________________

Title:____________________________________

ACCEPTANCE OF OFFER:

The offer is hereby accepted.

The Consultant is now bound to provide the materials or services listed in RFP No. 01-2022, including all terms, conditions, specifications, amendments, etc., and the Consultant’s” Offer as accepted by Tribe/public entity. The Consultant has been cautioned not to commence any billable work or to provide any material or service under this contract until Consultant receives this signed sheet, or written notice to proceed.

Awarded this day of 2022

Authorized signature / Chairman of the Hualapai Indian Tribe
Aerial Photo of Site at 587 Canyon View Drive.
Bid Form

RE: ANSUL HOOD FOR ELDER CENTER KITCHEN RFP No. 01-2022

Schedule of Values
BIDDER’S CERTIFICATION OF ELIGIBILITY

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

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

(2) Participate in federal programs.

______________________________________
Name of Bidder

______________________________________
______________________________________
______________________________________
Address

By: ___________________________________

Title: ______________________

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

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

1. Applicant wishes to qualify as:

An “Economic Enterprise” as defined in Section 3(e) of the Indian Financing Act of 1974 (P.L. 93-262); that is “any Indian-Owned...commercial, industrial or business activity established or organized for the purpose of profit:

Provided, that such Indian Ownership shall constitute not less than 51 percent of the enterprise:

--or--

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

2. Name of Enterprise or Organization: _____________________________
Address: _____________________________________________

Telephone No.: ________________________________________

3. Check One:

__ Corporation     __ 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 I or % of Stock

Social Security No. NI Title Address Ownership

__________________ ______ President ______________________

__________________ ______ Vice-President __________________

__________________ ______ Secretary ______________________ or Clerk

__________________ ______ Treasurer ______________________

__________________ ______ ____________________________

__________________ ______ ____________________________

__________________ ______ ____________________________

__________________ ______ ____________________________

__________________ ______ ____________________________

__________________ ______ ____________________________

__________________ ______ ____________________________

__________________ ______ ____________________________

__________________ ______ ____________________________


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

Name and I or % of Stock
<table>
<thead>
<tr>
<th>Social Security No.</th>
<th>NI</th>
<th>Address</th>
<th>Ownership</th>
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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).

<table>
<thead>
<tr>
<th>Name and I or % of Stock</th>
<th>Social Security No.</th>
<th>NI</th>
<th>Address</th>
<th>Ownership</th>
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</thead>
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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.

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

____________________________________________________________________

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

If yes, state circumstances:

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

If so, note when, where and why:

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

If Yes, complete:

Hours Per Week

Name/Title Outside the Enterprise

____________________________________________________________________

____________________________________________________________________

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

___Yes ___No

If Yes, complete:
Date of Type of Department
Name of person/business Action Action or Agency


If Yes, complete:

Date of Type of Department
Name of person/business Action Action or Agency

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

___Yes ___No

If Yes, complete:
Name and address of subsidiary, Description
affiliate or other concern of Relationship

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

___Yes ___No

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

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

___Yes ___No

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

___Yes ___No

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

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

___Yes ___No

If yes, furnish details in a separate exhibit.

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

___Yes ___No

If yes, provide details in an attachment.

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

$___________________
Explain the source of these funds:
________________________________________________________________________________________
________________________________________________________________________________________

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

16. How will project development bookkeeping and payroll is 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.”
As-Built, Demolition and Construction Floor Plans
Photos of Kitchen & Existing Hood
Range Specification
(Following page 35)
Range Hood Replacement for Elder Center Kitchen

for Hualapai Elderly Department
587 Canyon View Drive, Peach Springs, Arizona
Program Director: Brook Bender, (928) 769-2375
Point of contact: Kevin Davidson, (928) 769-1310
Date: 2/17/2022
SCOPE OF WORK FOR ELDERLY CENTER RANGE HOOD REPLACEMENT AT 587 CANYON VIEW DRIVE, PEACH SPRINGS SHALL INCLUDE THE FOLLOWING:

1. Remove existing hood, ductwork, roof mounted exhaust fan and curbing
2. Description: provide all labor, materials, equipment, and services necessary to furnish and install a Type I "Ansul" range hood and ventilation unit, including all ductwork, blowers, fire suppression system, master electric controls and filter sections for a complete and operational system suitable for a Therma-Tek Model No. TMD72-36G-6-2, medium duty range (see attached specs). Items not listed but required due to local codes or operational requirements shall be included under base bid. Unit shall be UL listed and labeled.

3. Hood: the hood shall be double shell type, 18 gauge stainless steel inner liner with 18 gauge galvanized outer liner with satin finish stainless steel on the entire outer shell including facing, ends, and slots. Fabrication will be in accordance with NFPA No. 96 requirements and bear the NSF seal and shall be constructed in accordance with the International Building Code. All grease filters shall be AFI rated.

4. Ventilation: the roof mounted ventilation unit including all components shall be fully factory assembled and wired in accordance with the NEC. Heating and filter sections will be one integrated unit, mounted on adjustable supports for post mounting. An insulated steel wall roof curb is part of the furnished system. Master disconnect switches and wiring to the master electric panel will also be included. All duct work will be 16 gauge galvanized welded exhaust, and 18 gauge galvanized supply, conforming to NFPA No. 96.

5. Exterior surfaces of all roof equipment will be weatherproof enamel coated.

6. Connect new hood and exhaust fan to existing electrical system.

7. Repair, patch and paint drywall surfaces (walls and ceiling) in Kitchen to match existing finished as required.

Date: 2/17/2022
Photos of Existing Hood and Roof Vent
GAS RESTAURANT RANGE 72”

GENERAL SPECIFICATIONS
Gas medium duty range 72” (1829 mm) wide with full size oven accepting 18” x 26” (457 mm x 660 mm) sheet pans in either direction. Oven is heated by a heavy duty straight tube burner. Lift off cast iron open top burners. Individual top grates for each burner. Available 5/8 inch (16mm) thick griddle plate. Valve controlled or thermocatically controlled. Girdles are heated by a heavy duty straight burner. Available with hot tops in 12” (305 mm) sections. Hot tops are heated by heavy duty “H” burners. Aluminized oven interior. Stainless steel inner door panel and removable oven bottom. Fully stainless steel exterior. Single-deck high shelf is standard.

STANDARD FEATURES
- Fully stainless steel exterior including single deck high shelf.
- 6” (152.5 mm) adjustable legs.
- 5” (127 mm) stainless steel front rail.
- Gas pressure regulator.
- 2 year limited parts and labor warranty.

OVEN
- Heavy gauge welded frame construction.
- Aluminized oven interior. Stainless steel inner door panel and removable oven bottom.
- Oven dimensions 261/4” wide, 27” deep, 14 5/16” high (667 mm x 686 mm x 363.5 mm).
- Removable chrome plated oven side racks, on range based convection oven only.
- One chrome plated oven rack.
- Ribbed oven door for added strength.
- Thermostat is adjustable from 150°F to 500°F (66°C to 260°C).
- Heavy duty straight tube burner @ 30,000 BTU’s (8.76 kW).
- Push button spark igniter for pilot.

OPEN TOP BURNERS
- Cast iron lift-off burners rated at 30,000 BTU’s (8.76 kW).
- Spill-proof pilot ignition system.
- Individual cast iron top grates.
- Controlled by a brass valve with infinite adjustment.

GRIDDLES
- 5/8” (15.875 mm) thick polished steel plate.
- 21 1/2” (546 mm) working depth.
- Spatula width grease trough.
- One heavy duty straight burner per 12” (305 mm) section @ 30,000 BTU’s (8.79 kW).
- Each 12” (305 mm) section is controlled by a valve or a thermostat.
- Manual control is standard.
- Thermostat control is optional. One thermostat controls up to 24” section.
- Large capacity grease container with integral lid.

HOT TOP
- Heavy cast hot tops available in 12” (305 mm) sections.
- Heavy duty “H” burner per 12” (305 mm) section @ 20,000 BTU’s (5.86 kW).
- Hot tops are equipped with cast iron top burner grate. Available for many menu items.
- Adjustable temperature grid.
- Heavy-duty cast iron grates for maximum heat retention.
- Single piece precision brass valves with infinite heat control.

CHAR-ROCK BROILERS
- Cast iron H-type burner per 12” sections; @ 30,000 BTU/hr (8.79kW).
- High quality lava rocks on cast iron supports provide maximum heat.
- Burners protected by heat shield to prevent blockage of ports and pilots.
- Heavy-duty cast iron grates for maximum heat retention.
- Single piece precision brass valves with infinite heat control.

OPTIONAL FEATURES
- 6” (152.5 mm) Swivel casters.
- Gas flex hose w/ quick disconnect and restraining device.
- Extra oven rack.
- Range base convection oven.
- 12” (324 mm) High Backguard.
- No change in lieu of high shelf.
- 10” (254 mm) Low Profile Backguard.
- No change in lieu of high shelf.
- Thicker griddle plates are optional.
- Thermostat controlled griddles.
- Hot tops 12” sections (305 mm).
GAS RESTAURANT RANGE 72"

Thera-Tek
115 Rotary Drive, Valmont Industrial Park
West Hazleton, PA 18202

Crated Dimensions
- Width: 79" (2007mm)
- Depth: 45" (1143mm)
- Height: 51" (1295mm)
- Cubic Feet: 77.4

Uncrated Exterior Dimensions
- Height (w/high shelf): 57½" (1440mm)
- Width: 72" (1829mm)
- Depth*: 33¼" (841mm)

Oven Interior Dimensions
- Height: 145¼" (3704mm)
- Width: 26¼" (667mm)
- Depth: 27" (686mm)

Installation Clearances From Combustibles
- Crated: 46" (1168mm)
- Uncrated: 34" (864mm)

Input Rating Per Burner Type (Natural and Propane Gas)

<table>
<thead>
<tr>
<th>Open</th>
<th>Griddle</th>
<th>Char Broiler</th>
<th>Hot Top</th>
<th>Oven</th>
<th>Natural</th>
<th>Propane</th>
</tr>
</thead>
<tbody>
<tr>
<td>BTU</td>
<td>kW</td>
<td>BTU</td>
<td>kW</td>
<td>BTU</td>
<td>kW</td>
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<td>30,000</td>
<td>8.79</td>
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<tr>
<td>35,000</td>
<td>10.25</td>
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</tbody>
</table>

Operating Manifold Gas Pressure
- Natural: 5
- Propane: 10

<table>
<thead>
<tr>
<th>Model Number</th>
<th>Description</th>
<th>Total BTU/hr</th>
<th>Gross Weight</th>
</tr>
</thead>
<tbody>
<tr>
<td>TMD72-12-2</td>
<td>Twelve open burners, two ovens</td>
<td>420,000</td>
<td>1135</td>
</tr>
<tr>
<td>TMD72-12-0-1</td>
<td>Twelve open burners, one storage base, one oven</td>
<td>390,000</td>
<td>1065</td>
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<tr>
<td>TMD72-12-0</td>
<td>Twelve open burners, two storage bases</td>
<td>360,000</td>
<td>995</td>
</tr>
<tr>
<td>TMD72-12G-0-2</td>
<td>Griddle, ten open burners, two ovens</td>
<td>350,000</td>
<td>1055</td>
</tr>
<tr>
<td>TMD72-12G-0-4-1</td>
<td>Griddle, ten open burners, one storage base, one oven</td>
<td>360,000</td>
<td>1100</td>
</tr>
<tr>
<td>TMD72-12G-0</td>
<td>Twelve open burners, two storage bases</td>
<td>330,000</td>
<td>950</td>
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<tr>
<td>TMD72-12G-2</td>
<td>Griddle, eight open burners, two ovens</td>
<td>360,000</td>
<td>1105</td>
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<tr>
<td>TMD72-12G-4-4</td>
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<td>330,000</td>
<td>1195</td>
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<tr>
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<td>300,000</td>
<td>1125</td>
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<td>TMD72-36G-6-0-1</td>
<td>Griddle, six open burners, two storage bases</td>
<td>270,000</td>
<td>1155</td>
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<tr>
<td>TMD72-9G-6-0-1</td>
<td>Griddle, four open burners, two ovens</td>
<td>270,000</td>
<td>1145</td>
</tr>
<tr>
<td>TMD72-9G-4-0-1</td>
<td>Griddle, four open burners, one storage base, one oven</td>
<td>270,000</td>
<td>1075</td>
</tr>
<tr>
<td>TMD72-9G-4</td>
<td>Griddle, four open burners, two storage bases</td>
<td>240,000</td>
<td>1105</td>
</tr>
<tr>
<td>TMD72-9G-2</td>
<td>Griddle, two open burners, two ovens</td>
<td>270,000</td>
<td>1130</td>
</tr>
<tr>
<td>TMD72-9G-2-0-1</td>
<td>Griddle, two open burners, one storage base, one oven</td>
<td>240,000</td>
<td>1260</td>
</tr>
<tr>
<td>TMD72-9G-3</td>
<td>Griddle, two open burners, two storage bases</td>
<td>210,000</td>
<td>1190</td>
</tr>
<tr>
<td>TMD72-9G-6-2</td>
<td>Griddle, two, one storage base, one even</td>
<td>210,000</td>
<td>1130</td>
</tr>
<tr>
<td>TMD72-9G-6-0</td>
<td>Griddle, two storage bases</td>
<td>180,000</td>
<td>1280</td>
</tr>
</tbody>
</table>

Installation Notes
This product is NOT approved for residential use. Please advise us of installation over 2000ft. (610m) altitude. Installation clearance reduction applies only where local codes permit. All Thera-Tek products are covered by a two year limited parts and labor warranty. A detailed warranty is included with the appliance or is available upon request. Installation and/or operation by other than manufacturer’s recommendations may void warranty.

Note: Add suffix “N” for natural gas, and “L” for propane. Because of ongoing product improvement, these specifications are subject to change without notice.

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