

Request for Proposal
for
Construction of 4 Duplex Homes-Phase I
District 1 Service Center
RFP# 12-03-12



Issued By
Gila River Indian Community
Property and Supply Department
Sacaton, Arizona 85247
January 12, 2012

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RFP FOR CONSTRUCTION OF 4 DUPLEX HOMES-PHASE I
Section I, Administrative Information

A. Purpose:

This Request for Proposal (RFP) is meant to provide prospective Contractors with sufficient information to enable them to prepare and submit proposals for consideration by the Gila River Indian Community (Community) to provide construction services of 4 duplex homes, which will be considered Phase I. General Contractors should base their proposals on the cost of work plus a fee with a negotiated guaranteed maximum price.

B. Location:

The Community is located in Central Arizona in Maricopa and Pinal Counties. The reservation is south of the Phoenix metropolitan area divided by Interstate 10. Sacaton, the location of the tribal headquarters is approximately 30 miles southeast of Phoenix. The reservation contains approximately 372,000 acres (581 square miles) of which approximately one-third lies in Maricopa County and the remainder in Pinal County (tribally-owned land accounts for approximately 26 percent). The majority of these lands are in trust status. For governmental purposes, the reservation is organized into seven (7) districts.

C. Schedule of Activities:

| | | |
|----|--|-------------------|
| 1. | Advertise RFP: | January 12, 2012 |
| 2. | Pre-bid meeting: | January 20, 2012 |
| 3. | Deadline for questions: | January 31, 2012 |
| 4. | Proposal submission deadline: | February 10, 2012 |
| 5. | Proposals reviewed and selection date: | February 13, 2012 |

D. Inquires:

Prospective Contractors may make written inquires concerning this RFP to obtain clarification of requirements. Inquiries should be directed to Bernie Enos, Buyer II, Property and Supply via e-mail to bernit.enos@gric.nsn.us. No inquires will be accepted after January 31, 2012.

E. Addendum or Supplements to Request for Proposal:

In the event it becomes necessary to revise any part of this RFP, an addendum will be provided to each Contractor who received the original RFP.

F. Proposal Submission:

One (1) original and three (3) copies must be received on or before February 13, 2012 at 2:00 p.m. Contractors mailing their proposals must allow sufficient mail delivery time to ensure receipt of the proposal by the time specified. The proposal package should be delivered or sent to:

Mailing Address:
 Gila River Indian Community
 Property & Supply Department
 P. O. Box 97
 Sacaton, AZ 85247

Physical Address:
 Gila River Indian Community
 Property & Supply Department
 291 W. Casa Blanca Rd.
 Sacaton, AZ 85247

The outside of the package should state "**District 1 Construction of 4 Duplex Homes-Phase I, RFP #12-03-12**"

G. Propriety Information:

Any restrictions on the use of the data contained within a proposal must be clearly stated in the proposal itself.

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H. Response Materials Ownership:

All materials submitted regarding this RFP become the property of the Community and will only be returned to the contractor at the Community's option.

I. Incurring Costs:

The Community is not liable for any cost incurred by Contractors prior to issuance of a fully executed contract.

J. Acceptance of Proposal Content:

The contents of the proposal of the successful Contractor may become all or part of the Scope of Work and as such contractual obligations. Failure of the successful contractor to accept these obligations in a contract may result in cancellation of the award.

K. Award of Proposal/Right to Reject:

The contract will be awarded to the successful vendor, whose proposal, conforms to the RFP, and is most advantageous to the Community. The Community reserves the right to reject any and all proposals and to waive informalities and irregularities in proposals received and to accept any portion of any proposal or all items proposed if deemed in the best interest of the Community.

L. General Criteria for Short listing and Final Selection:

The following criteria (with maximum scores possible for each area) shall be used to evaluate each proposal:

1. Quality of Contractor Management and Team;
2. Contractors Experience with Similar Projects;
3. Quality of Project Staff;
4. Ability to Meet Project Schedule and Current Workload Strategy;
5. Quality of Technical Approach to Project;
6. General Impression/ Dedication to the Project;
7. Responsiveness to RFP;
8. Cost Competitiveness;
9. Contractor's Location;
10. Indian Preference;
11. References.

Failure of a vendor to provide in its proposal information requested in this RFP may result in disqualification of the proposal. Property & Supply representative(s) and the District 1 Administration will recommend the entity, which has submitted a proposal that is most responsive to the Community's needs.

M. Detailed Criteria:

One (1) original and three (3) copies of the following items, in order, must be furnished as the Statement of Qualifications as follows:

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1. Quality of Contractor Management and Team:

- a. On the first page of the response, Contractor's name(s), business address and office location(s), current telephone number(s), year(s) established, State of license or registration, name and title of individual contact person for this project, number of principals, and total number of employees.
- b. A summary of the Contractor's experience in the construction of building structures and other similar facilities, and finally other related construction projects.

2. Contractor's Experience with Similar Projects:

For no less than three (3) and no more than ten (10) projects, which you believe to be similar to this project, please provide the following:

- a. Facility or project name, location, contact person and current telephone number. For each project listed, indicate three (3) contact persons:
 - 1) Facility Operator
 - 2) Project Manager
 - 3) Owner (i.e. Tribe, County or State)
- b. Brief description of the facility, type of supervision, electronic and security systems used, style and/or special features.
- c. Total square footage constructed.
- d. Present status of the project.
- e. Identify the Contractor's project manager and other key professionals involved. Specify the role of each professional.
- f. A history of change orders on the project including amount and reason for the change.
- g. For each of the projects listed above, include the following information:
 - 1) Date engaged;
 - 2) Date completed;
 - 3) Architectural firm responsible for design;
 - 4) Name and telephone number of client contact;
 - 5) Provide estimated cost and total cost.
- h. List all past, current and pending litigation against Contractor, any of its principal employees or sub-consultants or sub-contractors within the last five (5) years, and the current status of the litigation.
- i. For the last five (5) years, list all agreements entered into by the Contractor or its principal employees for services which have been terminated unilaterally or by mutual consent, and all projects for which the Contractor and/or its principal employees have been dismissed as a result of a dispute of the rendering of services.

3. Quality of Project Staff:

Identify the key personnel designated to work on this project, including the project manager. A resume for each member of the project group should include:

- a. Name;
- b. Job Assignment;
- c. Percent of time to be assigned to this project;
- d. Previous experience directly applicable to this project;
- e. Previous experience indirectly applicable to the project;

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- f. Education/professional training;
- g. Length of time employed by the Contractor.

4. Ability to Meet Project Schedule and Current Workload Strategy:

- a. Develop a project schedule indicating dates of all required work to be performed.
- b. Provide a brief description of the Contractor's current commitment through construction and the individuals within the Contractor assigned to each commitment.
- c. Since the Gila River Indian Community is committed to a timely completion of this project, explain approaches and/or technologies, which the Contractor would recommend to help it meet the project deadline.

5. Quality to Technical Approach to Project:

Provide a brief description of the Contractor understands of the project, the Contractor's project approach, cost containment and innovation of on the project.

6. General Impression/ Dedication to the Project:

- a. Provide a brief description of the Contractor's interest in the project.
- b. The Gila River Indian Community desires a high degree of owner involvement in the construction process. Specifically describe how Contractor will interact with the Gila River Indian Community's Tribal Representatives.

7. Responsiveness to RFP:

All Proposals must be received and stamped by February 10, 2012 at 2:00 p.m. Proposals received after this time will not be accepted.

8. Cost Competitiveness:

- a. Provide fee schedule to be used for construction services.
- b. The bid will specify a method for establishing the fee, general condition as related to the construction phase.
- c. Provide a percentage fee to be used for overhead and profit that will constitute the guaranteed maximum price. (This percentage does not include the general conditions assigned to this project.)
- d. General Conditions are those which are common to a project of this scope. General conditions will include but not limited to Payment & Performance Bonds, Workman's Compensation Insurance, General Liability Insurance, Course of Construction Insurance, Property Insurance, Security, Fencing, Testing, Portable Toilets, etc.
- e. The Gila River Indian Community reserves the right to negotiate the fee and expenses based upon the final scope of work.
- f. Submittal of attached Fee Proposal Form (*See Exhibit A*).
- g. Each prospective Contractor must submit a schedule of values for all of the work, which includes quantities and prices of items aggregating the proposed Contract Price.

9. Contractor's Location:

Indicate the location of the office where the majority of this project work will be performed. If this project will be a joint venture, indicate the work, which will be completed by each party and the office location where it will be performed.

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10. Indian Preference:

Indian Preference will be awarded pursuant to the provisions of 24 CFR Part 571-503. Contractors claiming Indian Preference must submit a copy of their Indian Enterprise Qualification Statement with their proposal (*See Exhibit B*).

11. References:

Provide a minimum three (3) variable professional business references that are able to comment on their experience with working with your Contractor and key personnel. These references should have a past or currently business relationship with your Contractor that is similar in size and scope to those contained in this proposal.

Your references must include the following:

- Business name;
- Address;
- Contact name;
- Telephone number
- E-mail address

RFP FOR CONSTRUCTION OF 4 DUPLEX HOMES-PHASE I
Section II, Scope of Work

A. Introduction:

The purpose of this RFP is to establish a comprehensive term contract with a Contractor to provide construction services of 4 duplex homes, which will be considered Phase I. Phase I will include four (4) duplex buildings for a total of eight (8) units. There are two (2) different types of buildings proposed. Building A will include one 2 bedroom unit and one 3 bedroom unit and Building B will include one 3 bedroom unit and one 4 bedroom unit.

B. Scope of Work:

1. The scope of work consists of but not limited to:
 - Site development
 - Structural
 - Plumbing
 - Fire Protection,
 - HVAC
 - Electrical
2. The Gila River Indian Community District 1 Administration shall apply, obtain and pay for all permits required for the work.
3. Comply with all applicable building codes and rules of other governing regulatory agencies. Submit two copies of each inspection reports, and certificates of compliance to the project architect and the Gila River Indian Community District 1 Administration within 24 hours of inspection.
4. Verify field dimensions before ordering fabrications or products to fit in place. Notify the project architect of existing conditions and dimensions that differ from those shown in the drawings before proceeding with and work or fabrication.
5. Unless noted otherwise, the subject of all imperative sentences in the Specifications is the Contractor. For example, "Provide and install..." means "Contractor shall provide and install..."

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Section III, Special Instructions

A. Evaluation:

Evaluation criteria are listed in the relative order of importance (see Section I, Administrative Information). The evaluation will be conducted in accordance with an established evaluation plan. The award(s) will be made to the responsible contractor whose proposal is determined to be the most advantageous to the Community, based on the following criteria:

1. Responsiveness to Proposal Specifications.
2. Cost.

B. Exceptions:

Exceptions submitted with the Contractor's proposal shall be considered null, void, without force and shall not be considered, and may negatively affect the proposal evaluation based on the published evaluation criteria or may result in rejection of the proposal.

C. Pre-Bid Meeting:

A pre-bid meeting will be held at District 1 Multi-Purpose Building on Friday, January 20, 2012 at 10:00 a.m.

D. Price Submission:

Contractors shall provide lowest net pricing for all services.

E. Contractor's Responsibility:

Contractor(s) are cautioned that it is their sole responsibility to submit information related to the evaluation categories and that the Community is under no obligation to solicit such information if it is not included with their proposal. Failure of contractor(s) to submit such information may cause an adverse impact on the evaluation of their proposal.

F. Materials:

All supplies, materials, repairs or replacement parts, equipment or tools used or furnished by the Contractor in performance of work specified herein shall be of the type, quality, size, etc., customarily used in the trade of such work.

All repair or replacement parts shall be new, equal to, or better than original equipment and either from the original equipment manufacturer or approved equal to parts. Parts must meet or exceed the original equipment manufacturer's minimum requirements for particular pieces of equipment. Parts remanufactured to original manufacturer's specification may be accepted if original or after mark parts cannot be obtained.

The vendor shall obtain and maintain a copy of the Material Safety Data Sheets (MSDS) for all hazardous material used. MSDS shall be posted at each facility.

G. Contract Documents:

A. Form of Contract

Unless otherwise expressed elsewhere in writing, the Construction Agreement will include, without limitation, the following as part of the integrated agreement:

1. This RFP and all other documents issued for bidding purposes.
2. The AIA Document A111-1997 Standard Form of Agreement Between the Owner and Contractor where the basis for payment is the COST OF THE WORK PLUS A FEE with a negotiated Guaranteed Maximum Price, will be used and modified to reflect the specific needs of this project.

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The Construction Agreement will be modified as necessary to reflect the specific needs of this project. In the event of any conflict, inconsistency or discrepancy between any provisions with the Construction Agreement or Contract Documents, the order of precedence in resolving such conflicts, inconsistencies or discrepancies shall be: first, the Stipulated Sum Standard Form of Agreement Between Owner and Contractor; second, Drawings and Specifications; and last, other Contract Documents incorporated by reference into the Construction Agreement.

The Contractor may:

1. Identify opportunities to reduce cost through recommendations of alternative materials, equipment or systems. All material substitutions must be of equal or better quality currently called for and must meet current residential building and local building codes.
2. Identify opportunities to speed construction through recommendations of alternative phasing, sequencing, methods of construction, and/or early procurement of critical shop drawings, fabrications, and long-lead time material and equipment.

The Agreement is still intended to represent an all-inclusive, 100% Construction cost based on scope, size, quality and nature of the proposed Project. It is the responsibility of the Contractor to evaluate the Project based on the thorough review of all available documents provided by disciplines involved with the development and description of the Project.

As such, it is the responsibility of each prospective Contractor, prior to submitting a Bid to:

1. Examine thoroughly the Contract documents and other related data identified in the Bid Documents.
2. Carefully examine all the material and information regarding the project site conditions made available by the Community including, if applicable, samples and tests on the soil and rock materials, and to evaluate other properties that the prospective Contractor believes to be significant in arriving at a proper Bid. However, the Community does not represent that the available information and records show the site conditions that will be encountered in performing the work, and the Community represents only that such information shows the site conditions encountered at the particular point when the information was obtained and input into the drawings.
3. Visit the site at the date and time designated by the Community. If a prospective Contractor chooses not to visit the project site or conduct investigations that prospective Contractor shall nevertheless be charged with knowledge of conditions that reasonable inspection and investigations would have revealed.
4. Take into consideration and be aware that seasonal rains might considerably affect site conditions. As such, prospective Contractors shall schedule for alternate construction, techniques or any additional equipment that might be needed, as the Community will not be responsible for these adverse conditions that occur annually in this region.
5. The Contractor assumes all responsibility for deductions and conclusions as to the difficulties in performing the work, which may be made as to the nature of performing work affected by the geology and other surface and subsurface conditions at the project site.

B. Design Alternatives:

Should a prospective Contractor find any aspects of the Project that may benefit from an alternate design or specification, or from a substitute item, the prospective Contractor, prior to submitting its Bid, must submit a request in writing to the Community for approval of an alternate or substitute? Upon approval by the Community, the prospective Contractor will then include the information and pricing of the alternate or substitute in its Bid as a separate line item (labeled "voluntary alternates and substitutes must not compromise the integrity of the design, functionally or aesthetically).

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Section IV, Special Terms and Conditions

A. General:

The Community will be intimately involved in the construction process. The Community, the Tribal Administration, and the District 1 Administration will have substantial involvement in reviews throughout the entire project.

The contractor will confer and work closely with Community's Tribal representatives, during each phase in order to fully understand the requirements, to insure an exchange and understanding of ideas, and to expedite the work.

The contractor, coordinating with District 1, will be responsible for providing clarification to the prospective forms and will be responsible for preparation of any addenda required during the construction solicitation stage.

The contractor will, promptly after the execution of the contract, prepare and submit to Ruben Norris, Project Administrator, District One Service Center, one copy each of the schedule showing proposed lapsed time for completion of all work hereunder within the contract time. The schedule will be in graphic form and at a suitable scale to indicate the percentage completed at any time. The contractor will update the progress schedule and submit an updated copy every thirty (30) - calendar days to the Project Administrator.

For each submission or resubmission, the Project Administrator's review time will commence upon receipt of required submittal.

B. Contractor Furnished Materials and Reports:

The contractor will include time records with each invoice, using a mutually acceptable format.

C. Completion Time:

The construction is anticipated to be completed 6-8 months after notice to proceed.

D. Payment:

Payment shall be based on the approved rates and comply with the requirements of the Community's Procurement Policy, NET 30. Upon receipt and acceptance of goods and services, the Contractor shall submit a complete and accurate invoice for payment from the Community within thirty (30) days.

E. Billing:

1. All original invoices and billing statements (in duplicate) for goods and services shall be sent to the following:

Invoices/Billing Statements:

Gila River Indian Community
ATTN: Accounts Payable
P.O. Box 2160
Sacaton, AZ 85247-2160

2. All original invoices and billing statements (in duplicate) should contain, at a minimum, the following information:
 - a. Requesting Community department name;
 - b. Name and address of the contractor;
 - c. Both the contract number and contract release/purchase order number;
 - d. The contractor's federal tax identification number (W-9);

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- e. The contractor's remittance address;
 - f. A description of the goods or services provided;
 - g. Purchase quantity and delivery time;
 - h. Itemized (if applicable) and total invoice pricing. Pricing shall be the contract price inclusive of any/all applicable discounts.
3. The Community cannot guarantee, nor is responsible for timely payment of invoices if the invoices are mailed to any address other than listed above.

F. Subcontracting

Subcontracting is permitted. Any intent to subcontract must be described in writing with a list of subcontractor(s), other than the prime unit manufacturer, who will supply or install all aftermarket options required. If the bidder is a dealer or distributor for the aftermarket equipment, the bidder must so state in subcontractor(s) portion and will be solely responsible for the equipment, installation and warranty. If a proposal does not provide a subcontractor(s) list and/or dealer declaration, the Gila River Indian Community reserves the right to request such information from the bidder. The bidder must respond to such request within twenty-four (24) hours. If the information requested is not received within twenty-four (24) hours, the proposal shall be rejected.

The contractor is responsible for assuring subcontractor(s) compliance with all terms and conditions of this RFP. The contractor will assume sole responsibility for any payments due the subcontractor(s). Nothing contained in the RFP shall be construed as creating any contractual relationship between any subcontractor(s) and the Gila River Indian Community.

The Gila River Indian Community reserves the right to approve the use of subcontractor(s) and all contractual agreements between the contractor and the subcontractor(s).

If a contractor desires to substitute any subcontractor(s) listed in the proposal, the contractor will so notify the Gila River Indian Community and provide the required information on the proposed subcontractor(s). The Gila River Indian Community reserves the right to reject any proposed substitute subcontractor(s).

The Gila River Indian Community reserves the right to demand the same information on any subcontractor (s) as is required from the bidder under this RFP.

G. Terminated Contracts:

The bidder shall provide a list of contracts terminated, if any, during the last three (3) years along with the reason the contract was terminated for each job. List name of customer contact person and phone number.

Note: "Terminated Contract(s)" is a result of contract cancellations due to poor performance, contract non-compliance, suspensions, debarments, arrests, criminal activities, etc., that resulted in losing a contract before the contract expired.

H. Safety Standards

All items supplied on this contract must comply with the current applicable occupational safety and health standards of the State of Arizona Industrial Commission, Federal and Community safety standards and regulations, SAE standards and other applicable standards.

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I. Taxes:

1. Tax Exemption: The Community qualifies as a tax-exempt organization and is therefore exempt from any state or city sales tax for goods delivered to the reservation.
2. Tax Indemnification: Contractor and all subcontractors shall pay all federal, state and local taxes applicable to its operation and any persons employed by the contractor. Contractor shall, and require all subcontractors to hold the Community harmless from any responsibility for taxes, penalties and interest, if applicable, contributions required under federal, and/or state and local laws and regulations and any other costs including transaction privilege taxes, unemployment compensation insurance, Social Security and Worker's Compensation.
3. IRS W9 Form: In order to receive payment under any resulting contract, contractor must have a current IRS, W-9 Form on file with the Community, Office of the Treasurer.

J. Term of Contract:

The term of the resultant contract shall commence upon an officially executed contract and shall remain in effect for the duration for the project unless terminated, canceled, or extended as otherwise provided herein.

K. Federal Grants:

- 1 The Contractor warrants that it is neither debarred nor suspended, and that it has not been proposed or declared ineligible for the award of contracts or grants by any federal agency (*See Exhibit C*).
- 2 The Contractor agrees to comply with all applicable federal, state, and local laws and regulations. If this contract uses federal grant funds, the provisions of OMB Circular A-102, as well as any additional statutory and administrative requirements apply according to their terms.

L. Insurance:

The Contractor shall maintain adequate insurance coverage throughout the term of this Agreement, including the warranty period. Insurance coverage shall include, but is not limited to, General Liability Insurance, Workers Compensation Insurance, and Property Insurance.

Contractor agrees that no less than ten (10) days before beginning any work under this Agreement, and as a condition precedent hereto, the Contractor shall provide the Community with a Certificate of Insurance demonstrating that the insurance required in this section has been purchased and is in effect. The Contractor shall provide documentary proof of insurance showing the following:

- **Commercial General Liability Insurance-** Commercial general liability insurance with minimum limits of \$1,000,000 per occurrence and \$2,000,000 general aggregate (on a 1993 ISO CGL form or its equivalent, including without limitation, broad form contractual liability, bodily injury, property damage, fire legal liability, and products and completed operations coverage) under which the Community and Department shall be named as additional insured.

This policy shall be written or endorsed to include the following provisions:

- Waiver of subrogation as set forth herein below.
 - No Explosion, Collapse or Underground Exclusions.
 - No Subsidence Limitations.
 - AM Best Rating of A-8 or better.
 - No Claims Made Policy forms acceptable on commercial general liability policy.
 - An endorsement providing limited coverage with respect to property under the care, custody and control of Contractor.
 - Completed Operations Aggregate of \$2,000,000.00.
- **Excess Liability-** in the amount of \$2,000,000.

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- **Automobile Liability Insurance-** Automobile liability insurance shall cover all owned, non-owned and hired vehicles, with \$1,000,000 combined single limits.
- **Pollution Liability-** If Contractor's work may involve asbestos or lead, mold or other pollutant abatement, Contractor shall provide liability insurance coverage for claims arising out of abatement, removal and storage, transportation, and/or disposal activities. Such insurance shall be written on an occurrence basis with no sunset clause, or on a claim made basis with a minimum 5 year extended reporting period (Tail) with limits of not less than \$2,000,000.
- **Workers Compensation Insurance** as required by Arizona law, including **Employer's Liability**, with limits of:
 - For bodily injury by accident, \$1,000,000 per accident
 - For bodily injury by disease, \$1,000,000 per employee and \$1,000,000 policy limit
- **Performance and Payment Bonds (Rating A9+)** for construction in an amount equal to 100% of the contract price, shall be furnished to the Community prior to and as a condition precedent to commencement of work. Said bonds shall be in effect through the warranty period described in Section Eight, herein. Such Bonds shall name Contractor as principal and the Community and Department as joint obligees.
- **Waiver of Subrogation-** To the extent permitted by law and without affecting the coverage provided by insurance required to be maintained hereunder, Engineer waives any right to recover against the Community on account of any and all claims Engineer may have against the Community with respect to any loss or damage insured against under the insurance actually carried to the extent of the proceeds realized had the insurance required hereunder been carried by the Engineer. Engineer agrees immediately after execution of this Agreement to give each insurance company, which has issued to it policies of insurance, written notice of the terms of the mutual waivers contained in this paragraph, and if necessary, to have the insurance policies properly endorsed.

Contractor will also provide Gila River Indian Community with a copy of the additional insured endorsement along with any other requested coverage forms demonstrating that the insurance policy complies with the requirements of this Section. The certificate of insurance will expressly entitle Gila River Indian Community to thirty (30) days notice, by certified mail, before any insurance policy referred to therein is modified or canceled. At least thirty (30) days prior to the expiration of the coverage required in this Agreement, Engineer shall provide certificates evidencing that all coverage required herein have been renewed.

Contractor agrees that its failure to obtain or maintain the insurance required by this Section, or to provide a satisfactory Certificate of Insurance, shall be deemed to be a material breach of this Agreement and shall entitle Gila River Indian Community to cancel this Agreement and/or recover damages at its election.

It is understood and agreed that the insurance coverage and limits, required above, shall not limit the extent of this Contractor's responsibilities and liabilities specified within the contract documents or by law.

It is understood and agreed that authorization is hereby granted to Gila River Indian Community to withhold payments to the Contractor until a properly executed Certificate of Insurance providing insurance as required herein, accompanied by a signed Agreement is received by Gila River Indian Community.

Contractor agrees that any contract it enters into with a lower tier contractor for the performance of any aspect of Contractor's work under this Agreement, shall expressly bind such other contractor to this language and requirements herein, making such obligations applicable to the other contractor to the same extent as the Contractor.

Contractor shall also require its lower tier subcontractor to likewise bind and obligate any additional lower tier with which it contracts for any portion of the work under this Agreement. This purpose of

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Section IV, Special Terms and Conditions

this provision is to require any lower tier contractors, regardless of level, to provide the insurance and indemnity required by this Agreement.

M. Licenses:

Contractor shall maintain in current status all federal, state and local licenses and permits required for the operation of a business conducted by the vendor. Contractors may be required to obtain a Gila River Indian Community Business License. The cost of all required inspections, permit and licenses shall be the responsibility of the vendor.

N. Tribal Business License and Right of Entry Permit:

The Contractor shall be responsible for obtaining a Tribal Business License and a Right-of-Entry Permit prior to commencing work on the Project. The Community shall be responsible for obtaining other building permits and zoning approvals as necessary for the construction of the project.

O. Tribal Employment Rights Ordinance:

The Contractor shall be responsible for complying with the provisions of the Community's Tribal Employment Rights Ordinance Title 12, and with other applicable Community ordinances.

P. Earth Moving Permit:

The Contractor shall be responsible for obtaining an Earth Moving Permits as required by GRIC Department of Environmental Quality, Air Quality Division.

Q. Choice of Law:

It is the intention of the parties that performance of the terms of this Agreement shall be in accordance with and pursuant to the Gila River Indian Community and that any action, special proceedings or other proceeding that may arise from, in connection with or by reasons of this Agreement shall be resolved pursuant to the laws of the Gila River Indian Community and in its courts, except as provided in Articles 7.1 and 7.2.

7.1 Mediation

Any dispute that may arise under this Agreement shall be submitted to a mediator agreed to by both parties as soon as such dispute arises, but in any event prior to the commencement of litigation. Such mediation shall occur at Gila River Indian Community, and the mediator's fees and expenses shall be shared equally by the parties who agree to exercise their best efforts in good faith to resolve all disputes in mediation.

Mediation begins on the date one party sends written notice to the other requesting mediating and presenting in the notice the matter to be mediated. The mediation shall conclude when both parties sign an agreement that resolves the subject of the mediation. If no agreement is reached within sixty (60) days after the date of the original written notice, the mediation is considered unsuccessful and either party may invoke their arbitration rights under this Agreement.

7.2 Arbitration

In the event that the dispute resolution procedures under Article 7.1 do not resolve Disputed Matters between the parties, the Community and the Architect, agree to submit such Disputed Matter to binding arbitration administered by the Phoenix Region of the AAA and conducted pursuant to the construction Arbitration Rules in effect at the time this Agreement is executed. Further, the parties agree that such arbitration shall be governed by the Federal Arbitration Act, 9U.S.C. § 1 et seq., except as changed or limited by any provision of this Article. Claims will be submitted to a panel of three (3) arbitrators, a majority of who will render a binding decision and/or award.

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Section IV, Special Terms and Conditions

The party desiring to submit any disputed matter to binding arbitration shall do so by written notice to the other party within five (5) working days after the mediation has concluded. The notice shall include the following items: (1) the party's position as to the disputed matters; (2) the factual and legal basis for compensation for the claim; (3) the basis for any extension of time and scheduled completion date; (4) the party's estimated time for the hearing; (5) the party's choice of arbitrator.

Each arbitrator shall be a person familiar, by profession or experience, with construction and the issues in controversy. The Community and Architect shall each select an arbitrator. The two arbitrators so selected shall name a third arbitrator within ten (10) business days or in lieu of such agreement on a third arbitrator, the third arbitrator shall be appointed by the Arbitration Committee of the AAA.

Within ten (10) business days after receipt of such demand and notice for binding arbitration, the responding party shall provide a written summary of its position, the basis for rejection of the Architect's claim for compensation, time extension or other relief, and the Community's choice of arbitrator.

By no later than thirty (30) calendar days prior to the commencement of the arbitration, each party shall provide the other with a complete witness and expert list, and copies of all exhibits.

In the event either party fails or refuses to respond to a demand for arbitration or to appear for the first scheduled hearing, the arbitration hearing shall be scheduled as soon as the arbitration panel can convene or reconvene. In such event, notice of a scheduled hearing shall be sent to the non-responding party by registered mail, return receipt requested by telefax. Should the non-responding party fail to appear after receipt of notice, the party attendant shall have an award entered by default in its favor by the arbitration panel in the amount prayed for in the papers submitted pursuant to this provision.

The arbitrator or arbitration panel shall be required to render a decision based on the substantive positions advocated by the parties with respect to each disputed matter. Any decision that does not reflect the substantive positions advocated by either the Community or Architect shall be considered beyond the scope of authority granted to the arbitrator or arbitration panel and shall be void.

The arbitrators shall render an independent, impartial review of the claim(s) presented; and each shall act independently and shall not be any party's representative. The arbitrators' deliberations are confidential and shall not be disclosed to third parties. Each arbitrator shall be disqualified as a witness, consultant or expert for either party in this or any other dispute between the parties arising out of the performance or non-performances of the Agreement. After the date when the hearing is scheduled, no party shall engage in ex parte communications with the designated arbitrators. This prohibition does not apply to routine requests for fees and expenses to be borne by the parties. No written communication shall be made between the arbitrators and a party without the other party receiving a copy, and no oral communications shall take place without the other party being present.

The arbitration panel shall be required to render a decision and award within thirty (30) calendar days after the close of the hearing.

The Community or the Architect may seek to enforce any judgment or award for money damages determined by the arbitration panel in favor of the respective party, in the Gila River Indian Community Court.

Unless either party has properly terminated this agreement or stopped work in accordance with the Agreement, Architect shall continue to prosecute the work regardless of unresolved claims or demands by the parties. In the event neither has terminated this Agreement or stopped work in accordance with this Agreement, all claims and disputes not resolved at the time of final payment shall, in accordance, with this Agreement, be submitted to binding arbitration, as provided above.

The fees and expenses of the arbitrator or arbitration panel shall be shared equally by the parties.

RFP FOR CONSTRUCTION OF 4 DUPLEX HOMES-PHASE I
Section IV, Special Terms and Conditions

R. Non-Exclusive Contract:

This contract has been awarded with the understanding and agreement that it is for the sole convenience of the Community. The Community reserves the right to obtain like goods or services from another source when necessary

S. Payment:

Payment shall be based on the negotiated discount(s) (i.e., 2/10 NET 30) and comply with the requirements of the Community's Procurement Policy, NET 30. Upon receipt and acceptance of goods and services, the vendor shall submit a complete and accurate invoice for payment from the Community within thirty (30) days.

T. Post Award Meeting:

Upon award, any or all contractors should avail themselves to participating in post award meeting(s) with the Community department users and buyers. This meeting(s) will be used to discuss mutual contractual responsibilities and other performance related items.

U. Term of Contract:

The term of the resultant contract shall commence upon the award date and shall remain in effect for the duration of the project unless terminated, canceled, or extended as otherwise provided herein.

V. Warranties:

Contractor warrants that the project is free from defects of workmanship and materials shall comply with the requirements of the contract, including those of the face of the purchase order, and shall be fit for the purpose intended in the contract. All warranties shall run in favor of the Community, its successors, and assigns.

RFP FOR CONSTRUCTION OF 4 DUPLEX HOMES-PHASE I
Section V, Submittal of Request for Proposal

A. General:

All proposals shall follow the format and sequence described section of this RFP. Failure to follow the instructions may result in rejection of the proposal.

B. Delivery of Proposals:

Proposals shall be addressed and delivered to Gila River Indian Community on or before the day and hour set for receipt of proposals. Each proposal shall be enclosed in a sealed envelope, marked as follows:

The outside of the package should state Gila River Indian Community, RFP for Construction Services of 4 Duplex Homes-Phase I, RFP# 12-03-12, Name of Bidder, date of submittal on or before February 10, 2012 and deadline time 2:00 p.m.

Mailing Address: Gila River Indian Community
Property & Supply Department
Ms. Geneva Gooden, Procurement Director
C/O Bernie Enos, Buyer II
P.O. Box 97
Sacaton, AZ 85247

Physical Address: 291 W. Casa Blanca Rd.
Sacaton, Arizona 85147

Name of vendor on exterior of envelope.

C. Withdrawal of Proposals:

Proposals may be withdrawn either personally or by written request any time before the scheduled opening date and time. Proposals shall be guaranteed for a period of ninety (90) calendar days from the date of receipt by the Community. No proposal may be withdrawn for at least ninety (90) calendar days after the day and time proposals are due.

D. Proposal:

To be entitled for consideration, proposals must be made in accordance with the following instructions:

1. Before submitting a proposal, contractor shall examine these instructions and all other documents comprising the Request for Proposal (RFP), visit the site (if necessary), and become aware of all existing conditions and limitations. The failure of any contractor to receive or examine any form, instrument, addendum, or other document, or visit the site and acquaint himself with conditions existing there, shall in no way relieve any contractor from obligations with respect to his proposal.
2. Proposals shall not contain any recapitulation of the work to be done. No oral, telegraphic, or telephonic proposals or modifications shall be considered.
3. Proposals received after the time fixed for receiving them will not be considered and will be returned to the sender. Contractors(s) are solely responsible for the delivery of their proposals at the above location on or before the time and date specified.
4. The contractor shall submit one (1) original and three (3) copies of the proposal.

E. Content of Materials:

The proposal shall be fully self-contained, and shall include contractor's submittal organized pursuant to the attached RFP proposal description requirements including corporate resources, experience on similar projects and references.

RFP FOR CONSTRUCTION OF 4 DUPLEX HOMES-PHASE I
Section V, Submittal of Request for Proposal

F. Bid Security:

Each bid must be accompanied by bid security in the amount of five percent (5%) of the bid amount. The bid security must be in the form of cash deposit, a certified or bank check made payable to Gila River Indian Community or a bid bond issued by a solvent surety licensed to do business in the state in which the project is located and from a Treasury Listed Type "A" Company. The bid security of the successful Contractor will be retained until the Contractor has executed the Construction Agreement, furnished the required contract security and certificates of insurance, and met the other conditions regarding award of the contract, whereupon the bid security will be returned. If the successful Contractor fails to deliver the Construction Agreement and furnish the required contract security, performance and payment bond and certificates of insurance upon execution of the contract, the Community may annul the award, and the bid security of that prospective Contractor will be forfeited. The bid security of other prospective Contractors whom the Community believes to have a reasonable chance of receiving the award (e.g., other Contractors called for an interview) may be retained by the Community until the 60th day after the end of the Project Team's bid review, whereupon bid security furnished by such prospective Contractors will be returned. Bid Security with bids that are not competitive will be returned with seven (7) days after the end of the Project Team's bid review.

G. Licenses and Qualifications:

Each bid must contain evidence of the prospective Contractor's qualification to do business in Arizona, i.e. a contractor's license, or a covenant to obtain such qualification prior to award of the contract. Licenses shall be in residential construction. In addition, each prospective Contractor must provide proof of an active license bond in its name, obtained pursuant to Arizona Revised Statutes Section 32-1152. Prospective Contractors who fail to provide such information in their Bid shall be deemed not to be responsible Bidders and shall be disqualified.

H. Insurance Certificate:

The Contractor shall provide a certificate of insurance in amounts stated under the Insurance Requirements of Section III.

I. Acceptance or Rejection of Proposals:

The Community will examine all of the proposals and create, at its sole discretion, a "short-list" of Contractors to be interviewed. The award of the contract, if made, will be made to the most responsible and responsive contractor; however, the Community shall determine, at its sole discretion, whether a contractor is responsible and qualified to perform the contract, and whether it is in the best interest of the Community to accept the proposal.

The Community reserves the right to reject any or all proposals and to waive any informality in the proposals received.

J. Agreements:

The Community reserves the right to terminate the services of a Contractor who is perceived by the Community to be ineffective, unresponsive, incompetent, or who withdraws proposed key personnel without substitution of comparably qualified personnel, as determined by the Community at its sole discretion.

By submission of a proposal, contractors(s) will be deemed, and agrees to be so treated, to have actual notice of every term of every contract document.

K. Delivery of Documents:

The Contractor to whom the Community awards the contract shall, within ten (10) calendar days after Notice of Award, sign and deliver to the Community signed copies of the contract.

RFP FOR CONSTRUCTION OF 4 DUPLEX HOMES-PHASE I
Section V, Submittal of Request for Proposal

L. Obligations:

The Community assumes no obligation to pay any costs incurred in the preparation and submission of proposals in response to this RFP, or to enter into a contract with any of the contractors.

M. Contract Award:

A single award shall be made with reasonable promptness by written notice to that responsible bidder whose proposal, conforming to the RFP, will be the most advantageous to the Gila River Indian Community, price and other factors considered.

The Gila River Indian Community reserves the right to cancel this RFP if it is in the best interest of the Community to do so.

N. Contract Award Dispute:

In the event a contractor wishes to contest a contract awarded under the provision contained within this RFP, the contractor shall initiate a written document stating the reason(s) to be the basis of the protest. In addition, the contractor shall provide supporting documents. Written protests shall be sent to: Karen Williams, Contracts Manager, Contracts Management Department, P.O. Box 97, Sacaton, Arizona, 85247.

RFP FOR CONSTRUCTION OF 4 DUPLEX HOMES-PHASE I
Exhibit A-Fee Proposal Form

FEE PROPOSAL FORM

Date: _____

Proposal of _____,
a corporation organized and existing under the laws of the State of _____;
a partnership consisting of _____; an individual trading as _____.

PROJECT: District 1 Construction of 4 Duplex Homes- Phase I

TO: Gila River Indian Community

1. In compliance with your Notice Inviting Sealed Bids, and Instructions to Bidders, the undersigned hereby offers to perform the Work for Gila River Indian Community's Project designated above, in strict accordance with the Contract Documents, and agrees, upon written notice of acceptance of this proposal at any time within ninety (90) calendar days after the date of opening of the proposals, that he or she will execute the Agreement Between GRIC and the General Contractor in accordance with the Bid as accepted, and give bond, as sufficient surety, in the amount of one hundred percent (100%) of the Contract Amount, within fifteen (15) calendar days after the Contract and General Conditions between GRIC and General Contractor is presented for signature.
2. It is understood and agreed that the work shall be commenced by the undersigned proposer, if awarded the Contract for the Project, on the date of Notice to Proceed issued by GRIC and as required to maintain the project schedule.
3. The undersigned hereby acknowledges receipt of the following Addenda, if any:

| <u>Addendum No.</u> | <u>Date</u> |
|---------------------|-------------|
| _____ | _____ |
| _____ | _____ |
| _____ | _____ |

4. The undersigned Proposer understands that Gila River Indian Community reserves the right to reject any or all proposals or to waive any formality or technicality, as determined by GRIC in its sole discretion, in any Proposal in the interest of GRIC.

Total Lump Sum Cost of Construction, based on a _____ month(s) construction schedule.

Enter Lump Sum Fee _____ (\$ _____).

Please provide a detailed schedule of values with pricing for all costs to include general conditions, profit, overhead, bonding, insurance, etc. and attach clarifications where required.

The Gila River Indian Community reserves the right to negotiate the fee and expense based on the final Scope of Work.

RFP FOR CONSTRUCTION OF 4 DUPLEX HOMES-PHASE I
Exhibit A-Fee Proposal Form

The above amounts are to be stated in figures only and are the total amounts proposed for the entire contract work. Any alteration, erasure, or change must be clearly indicated and initialed by the proposer. In the event of any error in the Fee Proposal, the individual fee percentages will prevail. The proposer agrees that the above fees will be held until completion of the project. The Gila River Indian Community reserves the right to reject any and all proposals or to waive any irregularities.

Costs shall be inclusive of all Proposer's profit and all costs expended in pursuit of performing the services applicable to the Phase, including but not limited to any materials, payroll, overhead and administrative costs, travel and living expenses, licenses, bonds, insurance, incidentals, and any other fees or expenses expended or incurred when necessary for the performance of the services specified in the SOW applicable to that Phase.

If Proposer is a corporation, affix corporate seal

Corporate Seal

Date

Signature

Print Name

Print Title

Arizona Contractor's License Number

RFP FOR CONSTRUCTION OF 4 DUPLEX HOMES-PHASE I
Exhibit B-Enterprises Qualification Statement

ENTERPRISES QUALIFICATION STATEMENT

NOTE: Submit completed questionnaire to the Gila River Indian Community, Property & Supply Department within the time frame specified. Use additional sheets to complete answers if needed.

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:

_____ A "Tribal Organization" as defined in Section 4(c) of the Indian Self-Determination and Education Assistance Act (P.L. 93-638); that is: "the reorganized 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 the 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 prerequisite to the letting or making of such contract or grant..."

2. Name of Enterprises 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: _____

RFP FOR CONSTRUCTION OF 4 DUPLEX HOMES-PHASE I
 Exhibit B-Enterprises Qualification Statement

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

| <i>NAME AND SOCIAL SECURITY</i> | <i>I OR NI</i> | <i>TITLE</i> | <i>ADDRESS</i> | <i>% OF STOCK OWNERSHIP</i> |
|---------------------------------|----------------|--------------|----------------|-----------------------------|
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |

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).

| <i>NAME AND SOCIAL SECURITY</i> | <i>I OR NI</i> | <i>ADDRESS</i> | <i>% OF STOCK OWNERSHIP</i> |
|---------------------------------|----------------|----------------|-----------------------------|
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |

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).

RFP FOR CONSTRUCTION OF 4 DUPLEX HOMES-PHASE I
Exhibit B-Enterprises Qualification Statement

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

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

_____ YES _____ NO

If yes, provide details in an attachment.

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

Explain the source of these funds:

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

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

a. By contract with an outside professional accounting

Contractor: _____

Name: _____ Telephone No.: _____

Address: _____

RFP FOR CONSTRUCTION OF 4 DUPLEX HOMES-PHASE I
Exhibit B-Enterprises Qualification Statement

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. a. 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 bona fide 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? _____

RFP FOR CONSTRUCTION OF 4 DUPLEX HOMES-PHASE I
Exhibit B-Enterprises Qualification Statement

- 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.

Evidence relating to structure, management, control, and financing should be specifically included.
- 23. 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.
- 24. 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 | Date |

| | |
|-----------------------|-------|
| By: _____ | _____ |
| President's Signature | Date |

| | |
|---------------------------------|-------|
| Attested by: _____ | _____ |
| Corporate Secretary's Signature | Date |

RFP FOR CONSTRUCTION OF 4 DUPLEX HOMES-PHASE I
Exhibit B-Enterprises Qualification Statement

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."

RFP FOR CONSTRUCTION OF 4 DUPLEX HOMES-PHASE I
Exhibit F-Suspension and Debarment Certification



GILA RIVER INDIAN COMMUNITY

SUSPENSION AND DEBARMENT CERTIFICATION

As a matter of its own internal policy, the Community follows Federal Law (A-102 Common Rule and OMB Circular A-133) which prohibits non-federal entities from contracting with or making sub-awards under covered transactions to parties that are suspended or debarred or which principals are suspended or debarred. Covered transactions include procurement contracts for goods or services equal to or in excess of \$25,000 and all nonprocurement transactions (e.g., sub-awards to sub-recipients).

Additionally, the Community does not hire, contract with, or otherwise do business, either directly or indirectly, with contractors or individuals, which have been debarred, suspended, or subjected to a Limited Denial of Participation (LDP) by the U.S. Government.

Before an award of \$25,000 or more can be made by your Contractor, you must certify that your organization and its principals are not suspended, debarred or LDP'd by a federal agency.

I, the undersigned agent for the Contractor named below, certify that neither this Contractor nor its principals are suspended or debarred by a federal agency.

VENDOR'S NAME: _____

Signature of Company Official: _____ Date Signed: _____

Printed name of company official signing above: _____