

November 2009



REQUEST FOR PROPOSALS

FOR

**ENGINEERING SERVICES, ARCHITECTURAL SERVICES, PROJECT
MANAGEMENT SERVICES AND CONSTRUCTION SERVICES FOR THE
NORTH FORK FIRE SUB STATION**

Solicitation No. 09-RFP-11

NORTH FORK RANCHERIA OF MONO INDIANS OF CALIFORNIA

**Mailing Address:
P.O. BOX 929
North Fork, CA 93643**

**Physical Address:
33143 Road 222
North Fork, CA 93643**

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WITHIN TEN (15) DAYS AFTER NOTIFICATION OF AWARD***

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SECTION I:

REQUEST FOR PROPOSALS

1. ANNOUNCEMENT:

The North Fork Rancheria of Mono Indians of California (the “Tribe”) is currently accepting proposals from qualified firms for Engineering Services, Architectural Services, Construction Services and Project Management Services for the North Fork Fire Sub Station. The Project contract will be in the form of a Design-Build Project which will include, project cost analysis, specifications and construction drawings, complete with cost estimates, solicitation of subcontractor bids and other procurement to construct a Fire Sub Station on a newly created lot in North Fork, Madera County, California. The North Fork Fire Sub Station is a joint venture between the North Fork Rancheria of Mono Indians, County of Madera and the North Fork Community Development Corporation. The qualified firm must have the capacity to provide on-the-job training for American Indians interested in careers related to this project. The Tribe is the lead agency for the development of the property/project, and will conduct and supervise the entire bidding process; and will select the qualifying firm/company. The County is the lead agency for the project only for the purpose of ensuring compliance with CEQA and NEPA and providing an expeditious plan check for all construction drawings. The County will partake with the bid process.

Questions about the project and/or RFP process should be addressed to Tribal Administrator, Martha Caballero, at rfp@northforkrancheria-nsn.gov , **Subject: 09-RFP-11 North Fork Fire Station.**

2. PROJECT DESCRIPTION:

The Tribe is requesting proposals to redesign Fire Station number 11 with a facility on a newly created lot in North Fork, Madera County, California; initial. We are anticipating an engineered metal building approximately six thousand square feet in size with two (2) drive-through bays, that will accommodate four apparatus, one unisex bathroom, reception and office areas, also design for future living quarters, 3 bedrooms, showers, bathrooms, kitchen, dining, laundry and dayroom training areas. The created lot in North Fork sits amongst a rustic setting, adjacent to the North Fork Community Development Council. The aesthetic design should be similar to the Fire Station under construction in Oakhurst, CA. It is optional for interested bidders to visit the Oakhurst facility currently under construction.

The term “Design Services” includes but is not limited to the site design and the necessary infrastructure for the fire station. The Design Services will also include the Architectural Services that will not be limited to structural, geotechnical, mechanical (HVAC), electrical and any other services necessary for agency approval of a design. Design-Build proposal must meet all of the design code requirements for essential service facilities, applying the County’s preferences.

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The qualifying firm/company will help coordinate and move this project forward from the design to the final construction, the firm will assume the role as a project manager which will work and coordinate with the North Fork Rancheria Grant Administrator, Madera County Project Manager and the Inspector of Record during the implementation and completion of the project; providing itemized cost estimates, all labor and expertise to survey, design and contract bidding services. The qualifying firm through the Project Manager shall provide detailed construction plans and specifications to comply with the state and local building codes and when complete provide "as built" drawings in hard copy and electronic format. The design must comply with building code requirements that will construct an Essential Services Fire Station. Bidders must submit Schedule of Values.

The overall administration and implementation of this project is under the United States Housing Urban Development, Indian Community Development Block Grant. The expenditures related to this grant are exempted from the wage rate of the Davis-Bacon Act.

The qualify firm must detail their experience and capacity to provide on-the-job training to American Indians/Citizens of the North Fork Rancheria of Mono Indians on careers related to this project.

Proposals should conform to the following: Please limit your response to 12 pages per copy, not including resumes. All pages are to be numbered and shall include an index. Eight (8) copies shall be submitted.

3. PROJECT SCOPE:

The scope of services shall include at least the following items. The Tribe understands the RFP may be inadequate to fully describe the work envisioned. The qualifying firm/company should include additional tasks if they are deemed appropriate. Include written reasons why a task should be included, and an estimate of the fee required to complete the task.

The fee included in each proposal will be considered estimated until such time as a detailed scope of work is negotiated between the Tribe and the qualifying firm. At that time, it may be demonstrated that adjustments to the estimated fees are required because of material changes in their understanding of the required or desired scope of work. Adherence to Schedule of Values is imperative.

The Tribe's intent is to be able to agree upon a scope of work that will meet the needs of the Tribe with a fee package providing fair compensation to the Consultant.

Minimum work tasks will include:

Architectural Design: For the structure and other appropriate elements.

Engineering: Civil, electrical and any other necessary engineering services.

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Improvement Plans: Grading, Potable Water System, Septic System, Storm drainage, Electrical System, Traffic and Signage Plan, Parking Improvements, Parking Lot Lighting, Landscape and Irrigation Plan.

Building plans: Prepare building plans including floor plan and elevations, and mechanical, electrical and structural plans, ready for county submittal and approval including energy calc's per title 24.

On-the Job Training: Prepare and submit a proposed training outline reflecting the capacity to administer this type of opportunity for American Indians interested in pursuing a career in design and construction.

Other Services: Soils investigation, Air Quality, Storm Water Prevention Plan and PGE Rule 15, Site Design, and LPG.

Record Drawings: Supply record drawings on reproducible 3-mil Mylar and CD-R or CD-RW in AutoCAD format.

4. SUBMITTAL DEADLINE:

Two (2) copies of the Proposal and the attendant forms must be submitted by **4:00 P.M., December 4, 2009.** *Electronic submission will not be accepted.*

NORTH FORK RANCHERIA OF MONO INDIANS OF CALIFORNIA

P.O. Box 929

North Fork, California 93643

Attn: Martha Caballero, Tribal Administrator

Solicitation No. 09-RFP-11

For overnight shipping service:

33143 Road 222

North Fork, CA 93643

*The last date for submitting e-mail questions regarding this solicitation is **November 30, 2009.** Please submit all questions via e-mail to rfp@northforkrancheria-nsn.gov*

5. MANDATORY JOB WALK:

Mandatory job walk scheduled for **November 13, 2009 at 1:00 P.M.** We will meet at the North Fork Rancheria Community Center, located at 56901 Kunugib Road, North Fork, CA 93643. We will commence with a 15 minute briefing, then proceed to the construction site.

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6. PROPOSED TIMELINE:

The Tribe expects to sign a contract for this proposal no later than December 17, 2009 and provide the selected Contractor a *Notice to Proceed* no later than January 4, 2010. All services within this Project Scope should be predicated on that start date.

7. CONSIDERATION FOR SELECTION:

A qualifying proposal shall address all of the following items, in the order set forth: Consultant is required to demonstrate specific expertise relating to the requirements -outlined under item 2. Project Scope.

The Tribe, at its sole discretion, shall determine whether particular Contractors have the qualification's to conduct the desired service for the Tribe.

- Applicant or Firm Name, Firm Qualifications
 - a. Type of Organization, size (local office and total firm size), and professional registrations and affiliations, number of years as a firm.
 - b. Names and qualifications of personnel assigned to Project. Include principal-in-charge, project manager, and all professional engineering and surveying staff expected to take responsible roles.
 - c. Outline of recent projects completed that are similar to this project.
 - d. Client references from recent projects, including name, address and telephone of individuals to contact.
 - e. Provide all licenses, insurance documents and bonds.
- Proposals will first be examined to eliminate those that are non-responsive to stated requirements.
- Award shall be made to the most responsible Contractor whose proposal is determined to be the most advantageous to the Tribe taking into consideration the terms and conditions set forth in this RFP.
- Any response that takes exception to any mandatory items in this RFP may be rejected and not considered.
- The Tribe reserves the right to accept or reject in part or in whole any or all proposals submitted.
- The Tribe reserves the right to request in writing clarifications or corrections to proposals. Clarifications or corrections shall not alter the Contractor's price contained in the cost proposal.

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- The Tribe reserves the right to negotiate further with the successful Contractor. The content of the RFP and the successful Contractor's proposal(s) will become an integral part of the contract, but may be modified by the provisions of the contract.
- By submission of proposals pursuant to this RFP, Contractors acknowledge that they are amenable to the inclusion in a contract of any information provided either in response to this RFP or subsequently during the selection process.

8. PROJECT UNDERSTANDING AND APPROACH:

- a. Summary of approach to be taken for the project.
- b. A definitive work program and schedule, including schedule for the completion of the project.
- c. List any information and tasks expected from the North Fork Rancheria of Mono Indians of California. Any information or tasks needed but not listed is the responsibility of the winning bidder.
- d. Proposals are to be concise and include only those items that are relevant to the Project Scope.
- e. The fee proposal shall be enclosed in a separate, sealed, envelope identified as "**PROJECT MANAGEMENT, ENGINEERING SERVICES, CONSTRUCTION AND ARCHITECTURAL SERVICES FOR NORTH FORK FIRE SUB STATION**"

9. ESTIMATED COST AND INSURANCE

Proposals shall include estimated cost to complete the project as described under Item 2. Project Scope:

- a. Estimated cost must include all labor, materials, equipment, professional services, insurance, travel, profit, and all other costs and expenses for the proposed project.
- b. Submit an itemized cost schedule as a basis for all proposed services and any extra services not included in item (a) above, if applicable.
- c. Insurance coverage for proposed services shall include general liability and property damage insurance that shall include automobile liability insurance in a combined single limit of not less than \$1 million dollars. Professional Liability Insurance (E&O) coverage of \$1 million is also required.
- d. The selected firm shall provide within ten (10) days after the notice of award is issued a copy of their existing liability insurance certificate naming the North Fork Rancheria of Mono Indians of California and County of Madera and its officers and employees as an additionally named insured on said policies. Such insurance coverage shall be maintained in full force and effect for the duration of the Contract and must be in a form satisfactory to the County.

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The overall administration and implementation of this project is under the United States Housing Urban Development, Indian Community Development Block Grant. The expenditures related to this grant are exempted from the wage rate of the Davis-Bacon Act.

10. OTHER SUBMITTALS: Certifications

In addition to the submittals listed below the bidder must comply with the United States Department of Housing and Urban Development Office of Public and Indian Housing and read Form HUD-5369 and certify HUD Form 5369-A. See the attached Instructions to Bidders for Contracts and the Representations, Certifications, and Other Statements of Bidders. You can download these forms by visiting www.hud.gov under RESOURCES: Handbooks/Forms.

- a. Submit a certified statement for non-debarment, suspension, or prohibition from professional practice by any Federal, State, or Local Agency. The statement shall read: "This is to certify that _____(Firm's Name) involved with this work, is not debarred, suspended, or otherwise prohibited from contracting by any Federal, State, or Local Agency."
- b. Submit Statement of Disclaimer (see Attachment "B")
- c. Submit evidence that the enterprise (or individual) is appropriately licensed for the type of work to be performed.
- d. If qualifying for preference in contracting as a Native American owned enterprise or tribal organization, please submit qualifications and documents substantiating 51% ownership.
- e. Submit a written commitment, as follows, that this work will be top priority with the firm and will be completed in an efficient and prompt manner: "This is to certify that, if selected as _____(Firm Name)_____, will make the work to be performed under this Agreement top priority and will complete the work in an efficient and prompt manner."

11. PROPOSAL/SUBMITTAL AND SELECTION

- a. All proposals must be received not later than 4:00 PM on December 4, 2009.
- b. All correspondences or inquiries should be directed to:
North Fork Rancheria of Mono Indians of California
PO Box 929
33143 Road 222
North Fork, CA 93643-0929
Attention: Martha Caballero, Tribal Administrator
E-Mail: rfp@northforkrancheria-nsn.gov

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- c. All costs for preparation of proposals shall be borne by the proposer.
- d. The Tribe will review the proposals and select the one that they believe is most advantageous to the project.
- e. The estimated cost proposal will be used as a basis for negotiations with the selected Consultant of a final scope of work and proposed estimated cost arrangement. If no acceptable arrangement can be negotiated, the Tribe may terminate talks with the highest-ranked Consultant and initiate negotiations with the next-ranked Consultant, and so forth until a final agreement is reached.
- f. This request does not constitute an offer of employment or to contract for services.
- g. The Tribe reserves the option to reject any or all proposals received in response to this Request for Proposals, wholly or in part.
- h. The Tribe reserves the right to retain all proposals, whether selected or rejected.
- i. All proposals shall remain firm for 15 working days following the closing date for receipt of proposals.
- j. The successful Consultant will be expected to enter into a contract substantially the same format as the attached sample form.

1. The Tribe reserves the right to award the contract to the firm that, in the sole judgment of the Tribe, can best accomplish the desired results. Selection criteria include, but are not limited to, consideration of the qualifications and experience, the understanding of and approach to the project, and the negotiated fee for services.

2. Indian Preference: To the maximum extent possible, in accordance with Section 7(b) of the Indian Self-Determination Act (25 U.S.C. 450 (b)), the North Fork Rancheria of Mono Indians agrees to actively provide, to the greatest extent feasible: (1) preference and opportunities for training and employment to Indians, and (2) preference in the award of any subcontracts under this contract to Indian organization or Indian-owned economic enterprises as defined in Section 3 of Indian Financing Act of 1974 (25 U.S.C. 1452). Qualified Indian owned vendors or contractors submitting qualification and documents substantiating Qualified Indian owned vendors or contractors submitting qualifications and documents substantiating 51% ownership will be awarded an additional price margin of 10% of the lowest qualified quotation.

12. CONTRACT REQUIREMENTS

The respondent selected for this effort must be fully qualified to perform the services described above. The selected Contractor must also comply with the North Fork Rancheria requirements:

1. **CONTRACT:** The respondent shall execute an Agreement with the North Fork Rancheria in a format proposed by the Contractor provided that the contract complies with applicable federal contract requirements. A sample contract is here attached as Attachment "A".
2. **SCHEDULE OF PROJECT(S):** The Contractor shall provide the required services and shall complete the assigned project activities in the agreed to time frame.

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3. INSURANCE: The Contractor shall maintain in full force and effect during the entire Contract term the Insurance requirements as described in the Sample Contract attached.
4. DRUG-FREE WORK PLACE: The Contractor must comply with the Federal Drug-Free Work Place Act.
5. INDIAN PREFERENCE: To the maximum extent possible, in accordance with Section 7(b) of the Indian Self-Determination Act (25 U.S.C. 450e(b)), the selected Contractor agrees to actively provide, to the greatest extent feasible: (1) preference and opportunities for training and employment shall be given to Indians, and (2) preference in the award of any subcontracts under this contract to Indian organizations or Indian-owned economic enterprises as defined in Section 3 of the Indian Financing Act of 1974 (25 U.S.C. 1452)
6. ANTI-KICKBACK ACT: The Contractor and all its subcontractors shall comply with the Copeland "Anti-Kickback Act" (18 U.S.C. 276c) as supplemented in U. S. Department of Labor Regulations (29 CFR, Part 3). This Act provides that each contract sub-grantee shall be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public works, to give up any part of the compensation to which he is otherwise entitled. The Contractor and all its subcontractors shall report all suspected or reported violations to the Tribe.
7. INCORPORATED: All requirements of the Request for Proposals and the representations made in the proposal that are not in conflict with provisions of the Contract shall be incorporated by reference and made an integral part of the Contract as though fully set forth.
8. RETENTION AND INSPECTION OF RECORDS: Access shall be given by the Contractor to the Tribe, federal cognizant agencies, or any of their duly authorized representatives to any books, documents, papers, and records of the Contractor which are directly pertinent to this Agreement for the purpose of making an audit, examination, excerpts and transcriptions. All records pertinent to this Agreement shall be retained for five (5) years after the Tribe has made final payment and all other pending matters are closed.

ATTACHMENT "A" - SAMPLE AGREEMENT FORM

**AGREEMENT TO _____
FOR _____
FOR THE
NORTH FORK RANCHERIA OF MONO INDIANS OF CALIFORNIA**

CONTRACT NUMBER _____

Agreement made and entered into this _____ day of _____, 2009, by and between the North Fork Rancheria of Mono Indians (the "Tribe") and _____ (the "Contractor").

WITNESSETH

WHEREAS, the Tribe wishes to retain the Contractor and the Contractor wishes to provide _____, and

WHEREAS, the Contractor has proposed to provide said services in accordance with the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the mutual promises set forth below, the North Fork Rancheria and the Contractor agree as follows:

1. Project Description:

The Project consists of

2. Scope of Services:

The Contractor shall provide those services described in its proposal which is incorporated herein by reference as though set forth in full. However, with respect to conflict or ambiguity between this Agreement and the proposal, this Agreement shall control.

The Tribe shall provide a knowledgeable person to coordinate the Tribe's activities and staff with the Contractor.

3. Incorporated:

All requirements of the Request for Proposals and the representations made in the Contractor's proposal that are not in conflict with provisions of this Agreement are hereby

incorporated by reference and made an integral part of the Agreement as though fully set forth herein.

4. Schedule of Performance:

The services of the Contractor shall commence within upon full execution of this contract agreement. This Agreement shall terminate on _____, 200? unless otherwise modified in writing prior to such termination.

5. Compensation:

Compensation shall be paid to the Contractor upon receipt and approval by the Tribe of an invoice setting forth work actually completed. Total payment under this contract shall not exceed _____ dollars and _____ cents (\$ _____).

6. Invoices and Payments:

The Contractor will submit an invoice itemizing the services performed and expenses incurred in a form acceptable to the Tribe. Payment to the Contractor will normally be made within 30 days upon receipt of invoice and verification by the North Fork Rancheria of services rendered and expenses incurred. The Tribe may withhold payment to the Contractor pending resolution of, in an amount equal to questioned, disputed or disapproved amounts, for work not completed or delivered as required by the terms of this Agreement.

7. Invoices Shall be Transmitted to:

NORTH FORK RANCHERIA OF MONO INDIANS OF CALIFORNIA
P.O. Box 929
North Fork, California 93643

Attention: Fiscal Director

Payment of approved amounts shall be transmitted to:

_____, _____

Notices that may be issued by the parties shall be transmitted to the above address.

8. Independent Contractor:

In the performance of the services hereunder, the Contractor shall be an independent contractor and not an employee of the Tribe or related entities. The employees furnished by the Contractor to perform the work shall be deemed to be the Contractor's employees exclusively and said employees shall be paid by the Contractor for all services. The Contractor shall be responsible for all obligations and reports covering Social Security,

Unemployment Tax and other reports required by any applicable State or Federal law. Contractor shall not have authority to act on behalf of the Tribe in any capacity whatsoever nor to bind the Rancheria to any obligation whatsoever.

9. Indemnification:

To the fullest extent permitted by law, the Contractor shall assume the defense of, indemnify and save harmless the Tribe and its officers and employees (collectively "Indemnities") from any claim, loss, damage, injury (including, without limitation, injury to or death of an employee of the Contractor or its sub Contractors) and liability of every kind, nature and description (including, without limitation, incidental and consequential damages, court costs, attorney's fees and costs of investigation) that arise directly, in whole or in part, from (1) the services under this Agreement, or any part thereof and/or (2) any act or omission of the Contractor, anyone directly or indirectly employed by them, or anyone that they control (collectively "Liabilities"), even if such Liabilities are caused in part by the negligence of any Indemnities, subject to the provisions set forth in this Section. To the extent, however, that the foregoing provision imposes an obligation of the Contractor that does not involve any negligence or other breach of obligation on the part of the Contractor or its sub Contractors, then, provided the Contractor is in compliance with its insurance obligations under Section 11. below, such obligation shall be limited to the extent to which it is covered by the Contractor's insurance and that of its sub Contractors, in no event, however, shall the Contractor's liability or indemnification responsibilities be so limited in the event of negligence or other breach of obligation on the part of the Contractor or its sub Contractors.

The Contractor assumes no liability whatsoever for the sole negligence or willful misconduct of any Indemnity or the contractors of any Indemnity.

The Tribe shall include a provision in the construction contract with the general contractor on the project requiring the general contractor to indemnify the Contractor for the negligence of the general contractor and its subcontractors. The risk of an inadvertent omission of such provision is on the Contractor. Therefore, the Contractor shall review the construction contract prior to bidding to ensure that a provision has been included in the draft of the bid documents.

The Contractor's indemnification obligations for claims involving "Professional Liability" (claims involving acts, errors, or omissions in the rendering of professional services) and "Economic Loss Only" (claims involving economic loss which are not connected with bodily injury or physical damage to property) shall be limited to the extent of the Contractor's negligence or other breach of duty.

10. Termination:

The Tribe may, at any time prior to completion of the work, terminate this Agreement for any reason, including, but not limited to, default by the Contractor or circumstances beyond the control of Contractor. In the event the Tribe terminates this Agreement for convenience, the Contractor, within ten (10) days of receiving such notice, shall submit an invoice to the Rancheria in an amount which represents the compensation for services actually performed

to the date of termination and for which the Contractor has not been previously compensated. Upon payment of the sum found due, the Tribe shall be under no further obligation to the Contractor financial or otherwise.

11. Insurance:

The Contractor shall maintain in full force and effect during the entire contract term Commercial and/or Comprehensive General Liability (including owned and not-owned automobile insurance) Insurance in the minimum limits set forth below and in a solvent company or companies that maintain a rating of "B+" or better and admitted to sell insurance in California through the Department of Insurance. This insurance must be under the usual terms employed by casualty companies in California, naming the Tribe and its respective members, officers, agents and employees as additional insured. Such insurance shall protect such additional insured and indemnify them against direct or contingent loss or liability for bodily injury, death and/or property damage arising in any manner from the Contractor's performance of this Agreement with the North Fork Rancheria, or the nature of the services provided, or any operations under or connected with this Agreement with the North Fork Rancheria.

A. The Contractor will maintain in force, during the full term of the Agreement, insurance as follows:

(1) Worker's Compensation Employers' Liability with limits as required by State of California (currently **\$1,000,000** for each accident).

(2) Comprehensive General Liability Insurance with limits not less than **\$1,000,000** per person per occurrence Combined Single Limit Bodily Injury and Property Damage, including Contractual Liability, and Completed Operations coverage. If the Contractor has a "claims-made" policy, then the following additional requirements apply: the policy must provide a "retroactive date" which must be on or before the execution date of the Contract; and the extended reporting period may not be less than five years following the completion of the Contract.

(3) Comprehensive Automobile Liability Insurance with limits not less than **\$1,000,000** each occurrence Combined Single Limit Bodily Injury and Property Damage.

The Contractor and the Tribe acknowledge that the insurance coverage limits provided above may not be sufficient to cover possible (unforeseen and unanticipated) claims. Therefore, subject to further negotiations after the execution of this Agreement, this Section 11.0 may be amended in writing to provide for an increase in coverage and for a correlative increase in the Contractor' fee.

B. Comprehensive General Liability and Comprehensive Automotive Liability Insurance policies shall be endorsed to provide the following:

(1) Name as ADDITIONAL INSURED the North Fork Rancheria, its Officers, and Members of the Tribal Council, Agents and Employees.

(2) That such policies are primary insurance to any other insurance available to the Additional Insured, with respect to any claims arising out of this Agreement, and that the insurance applies separately to each insured against whom claim is made or suit is brought, but the inclusion of more than one insured shall not increase the insurer's limits of liability.

(3) All policies shall be endorsed to provide thirty (30) days advance written notice to the Rancheria of cancellation, non-renewal or reduction in coverage, mailed to the following address:

North Fork Rancheria of Mono Indians of California
P.O. Box 929
North Fork, CA 93643
Attention: Contract Officer

(4) Certificates of Insurance, in form and with insurers satisfactory to the Tribe, evidencing all coverage above, shall be furnished to the Tribe prior to award and before commencing any operations under this Agreement, with complete copies of policies to be furnished promptly upon the written request of the Rancheria, at the following address:

North Fork Rancheria of Mono Indians of California
P.O. Box 929
North Fork, CA 93643

Attention: Contract Officer/Tribal Administrator

(5) Any coverage which the Contractor proposes to self-insure, or any intention to operate vehicles other than automobiles (i.e., boats, aircraft, etc.) shall require prior Tribe approval of the appropriate insurance to be agreed upon.

Approval of the insurance by the Tribe shall not relieve or decrease the liability of the Contractor hereunder. This Agreement shall terminate immediately, without notice to the Contractor, upon any lapse of required insurance coverage. The Contractor shall be advised that should the Contractor through its negligence fail to meet the professional standards of care and performance of its services that result in additional costs to the Tribe, it will be the intention of the Tribe to recoup these costs from the Contractor.

12. Assignment:

The Contractor shall not make an assignment of this Agreement's proceeds or claims arising under this Agreement without obtaining prior written permission from the Tribe. In no event shall the Contractor assign the duties to be performed under this Agreement.

13. **Indian Preference in Hiring:** The work to be performed under this proposal is subject to Section 7(b) of the Indian Self-Determination Act (25 U.S.C. 450e(b)). Section 7 (b) requires that to the greatest extent feasible: (1) preference and opportunities for training and employment shall be given to Indians, and (2) preference in the award of contracts and subcontracts shall be given to Indian organizations or Indian-owned economic enterprises as defined in Section 3 of the Indian Financing Act of 1974 (25 U.S.C. 1452). To the maximum extent possible, _____ agrees to actively recruit, hire and train Indians for position vacancies or other employment opportunities within its organization.

14. **Employment Practices:**

In the performance of this agreement, the Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The Contractor shall, in all respects in the performance of this agreement, comply with Executive Order 11246, as amended by Executive Order 11375, and as supplemented by Department of Labor Regulations (41 CFR Part 60). The Contractor shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to race, religion, sex, color or national origin. Such action shall include, but not be limited to, employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination rates or pay or other forms of compensation and selection for training including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the State Labor Department setting forth the provisions of this non-discrimination clause. The Contractor shall, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, religion, sex, color or national origin.

15. **Anti-Kickback:**

The Contractor shall comply with the Copeland "Anti-Kick-back Act" (18 USC 874) as supplemented in Department of Labor Regulations (29 CFR. Part 3). This act provides that each contractor or subgrantee shall be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he is otherwise entitled. The Contractor shall report all suspected or reported violations to the Tribe.

16. Drug-Free Workplace:

The Contractor acknowledges that pursuant to the Federal Drug-Free Workplace Act of 1989, the unlawful manufacture, distribution, dispensation, possession, or use of the controlled substance is prohibited on the Tribe's premises. The Contractor agrees that any violation of this prohibition by the Contractor, its employees, agents or assigns shall be deemed a material breach of contract.

17. Work Hours and Safety Standards Act:

This Agreement is subject to and incorporates, by reference herein, the provisions of the Contract Work Hours and Safety Standards Act, Sections 103 and 107, (40U.S.C. 327-330) as supplemented by Department of Labor regulations (29 CFR, part 5). The Contractor hereby declares that it is in compliance with said provisions.

18. Administrative Remedy for Contract Interpretation:

Should any question arise as to the meaning and intent of this Agreement, the matter shall, prior to any other action or legal remedy, be referred to the Contracting Officer who shall decide the true meaning and intent of the Agreement.

19. Applicable Law and Venue:

This Agreement shall be constructed and interpreted solely in accordance with the laws of the State of California. The venue for any dispute resolution, including legal action or any other method, shall be the County of Madera.

20. Ordinances:

The Contractor shall complete work on this Project to conform to all applicable Federal, State, and local laws, codes, ordinances, and regulations as modified by any waivers which may be obtained from the appropriate jurisdictions.

21. Retention and Inspection of Records:

Access shall be given by the Contractor to the North Fork Rancheria, or any of its duly authorized representatives, to any books, documents, papers, and records of the Contractor which are directly pertinent to this Agreement for the purpose of making an audit, examination, excerpts and transcriptions. All records pertinent to this Agreement shall be retained for three (3) years after the Rancheria has made final payment and all other pending matters are closed.

22. Entire Agreement:

This Agreement constitutes the entire understanding between the North Fork Rancheria and the Contractor concerning the subject matter hereof.

IN WITNESS WHEREOF, the parties have executed this Agreement the date and year first written above.

**NORTH FORK RANCHERIA
OF MONO INDIANS OF CALIFORNIA**
Telephone Number:
(559) 877-2461

CONTRACTOR

By: _____
Judy E. Fink

Signature

Title: Chairperson

Title:

Date

Date

FEDERAL I. D. NUMBER (EIN)

ATTACHMENT "B "

SAMPLE STATEMENT OF DISCLAIMER

This is to certify that no employee, official or elected officer of the _____(Contractor)_____ has a proprietary interest in the company, corporation, partnership, or other organization, furnishing the goods and/or services, or stands to benefit personally from the furnishing of such goods or services, as referenced above.

FIRM/CONTRACTOR: _____

BY: _____

Attest:

Witness

Date: _____

County of _____

State of _____

ATTACHMENT "C "

HUD FORM 5369

HUD FORM 5369A

Bidder must comply with the United States Department of Housing and Urban Development Office of Public and Indian Housing and read Form HUD-5369 and certify HUD Form 5369-A. See the Instructions to Bidders for Contracts and the Representations, Certifications, and Other Statements of Bidders. You can **download** these forms by visiting www.hud.gov under RESOURCES: Handbooks/Forms.

ATTACHMENT "D "

SAMPLE NON COLLUSIVE AFFIDAVIT

State of _____
County of _____

_____, being first sworn, deposes and says: That he is _____ (president, sole owner, partner, etc.) of _____ (firm name) the party making the forgoing proposal or bid, that such proposal or bid is genuine and not collusive or sham; that no one conspired, connived or agreed, directly or indirectly, with any bidder or person, to put in a sham bid or to refrain from bidding, and has not in any manner, directly or indirectly sought by agreement or collusion, or communication or conference, with any person, to fix the bid price of the affiant or of any other bidder, or to fix any overhead, profit or cost element of said bid price, to secure any advantage against the Owner or any person interested in the proposed contract: and that all statements in said proposal or bid are true.

Signature of Bidder: _____ (if individual)

Signature of Bidder: _____ (if partnership)

Signature of Bidder: _____ (if corporation)

Subscribed and sworn to before me this ____ day of _____, 200__
(Notary Public), My commission expires _____, 200__