

INVITATION FOR BIDS

IFB # DCH-N 05-01-13

Gila River Indian Community
Department of Community Housing
Invitation for Bids from
Qualified Contractors based on Stipulated Sum Contract



Video Surveillance System

Please respond by 2:00 P.M. Friday June 28, 2013
Submit one original and 3 copies of your Bid to:

Cynthia Gerard, Buyer
Gila River Indian Community
Property and Supply
In re: DCH-N 05-01-13
291 W. Casa Blanca Road, Bldg. #4
Sacaton, AZ 85147

TABLE OF CONTENTS.....2-3

SECTION I. ADMINISTRATIVE INFORMATION AND BID INSTRUCTIONS.....4

 Project Timeline.....4

 Instruction to Bidders for Amendments.....5

 Additional Instructions Regarding IFB6

SECTION II. SUBMITTAL OF BIDS.....7

 A. Submittal Requirements/Orders of Submittal..... 7

 B. Additional Requirements 8

SECTION III. CONTRACT DOCUMENTS.....9

 A. Form of Contract..... 9

 B. Scope of Work.....10-17

SECTION IV. SUPPLEMENTARY GENERAL CONDITIONS.....18

 A. General..... 18

 B. Contractor Furnished Materials and Reports 18

 C. Gila River Furnished Materials, Services and Codes 18

 D. Communication..... 18-19

 E. Insurance 19-21

 F. Change Orders. 22

 G. Payment.....22-23

 H. Tribal Business License 23

 I. Tribal Employment Rights Ordinance 23

 J. Tribal Native Plant Ordinance 23

 K. Taxes 23

 L. Project Site Layout.....24

IFB For Video Surveillance System

M. Choice of Law..... 24

N. Additional Provisions Required under Federal Law.....24-27

O. Material and Equipment..... 28

P. Progress Schedule 28

Q. Contract Period 28

R. Required Inspections.....28

S. Post Award Conference and Notice to Proceed.....29

T. Bid Protest Procedure.....29

Bid Bond.....30

Fee Bid Form.....31-33

Bidders Certification.....34-35

HUD Form 5369 Instructions to Bidders.....36 (1-5)

Davis Bacon Wage Rates.....37(1-4)

“X”-Factor.....38(1)

SECTION I ADMINISTRATIVE INFORMATION AND BID INSTRUCTIONS

SOLICITATION TYPE:	Invitation for Bid (IFB)
IFB NUMBER:	DCH-N 05-01-13
DESCRIPTION:	Video Surveillance System
ISSUE DATE:	Friday, May 24, 2013
PRE-BID CONFERENCE:	Friday, May 31, 2013 @ 10:00 am with <u>Site Visit</u> to follow.
CONFERENCE LOCATION:	Department of Community Housing 49 East Pima Street Sacaton, AZ 85147
DEADLINE FOR WRITTEN QUESTIONS:	Wednesday June 05, 2013
DEADLINE FOR WRITTEN RESPONSES:	Friday June 07, 2013
BID SUBMISSION DEADLINE:	Friday June 28, 2013 @ 2:00pm
BID-OPENING DATE:	Friday June 28, 2013 @2:30 pm
BID REVIEW AND SELECTION:	Wednesday July 3, 2013
NOTIFICATION TO CONTRACTORS:	Wednesday July 17, 2013
IFB SUBMISSION LOCATION:	Property and Supply 291 W. Casa Blanca Road, #4 Sacaton, AZ 85147
DIRECT INQUIRIES IN WRITING TO:	Property and Supply P.O. Box 97 Sacaton, Arizona 85147 Attn: Cynthia Gerard, Buyer cynthia.gerard@gric.nsn.us

This IFB (Invitation for Bid) is Non-restricted.

The responsibility for submitting a response to this IFB to the Property and Supply Department on or before the stated time and date will be solely the responsibility of the respondent. All responses are subject to the conditions, instructions and the specifications attached hereto.

INSTRUCTIONS TO BIDDERS FOR AMENDMENTS**Amendments to this Invitation for Bid (IFB)**

1. If this solicitation is amended, all terms and conditions that are not modified remain unchanged.
2. Bidders shall acknowledge receipt of any amendment to this solicitation (1) by signing and returning the amendment, (2) by identifying the amendment number and date on the bid form, or (3) by letter, or facsimile, if those methods are authorized in the solicitation, DCH must receive acknowledgement by the time and at the place specified for receipt of bids. Bids which fail to acknowledge the bidder's receipt of any amendment(s) *may* result in the rejection of the bid if the amendment(s) contained information which substantively changed DCH's requirements.

ADDITIONAL INSTRUCTIONS REGARDING IFB

All bid packets must be delivered in a *Sealed Envelope to include the Fee Bid Form, a 5% Bid Bond, (3) Recent Project Record of Past Performance, Indian Preference Qualification Application, Previous Participation, an Installation Progress Schedule and Contractors Itemized Schedule of Values (whole dollars)*. All bid packets must be received by the date and time issued. If mailing a bid packet, please ensure bid will arrive on time.

Read all bid documents thoroughly and carefully. If a company has a question, it is advised that a representative attend the Pre-Bid Conference.

Questions regarding exhibits, scope of work, specifications, requirements and the submission of the bids may be directed to:

Cynthia Gerard, Buyer email: cynthia.gerard@gric.nsn.us Office: 520-562-6071.

Following the bid opening, upon notification the lowest bidding contractor will have 10 calendar days to provide to the Community the documents listed below. If the contractor fails to submit such documentation within the 10 calendar day time frame, they will be considered un-responsive. The Community will then request responsiveness from the next lowest bidder.

Financial Statements: Income Statement most recent year end, and current year to date. Balance Sheet most recent year end and current year to date.

Statement of Bidders Qualifications

Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion

HUD Form 5369A Representations, Certifications, and other Statements of Bidders

Non-Collusive Affidavit

Agreement for Storing Material Off-Site

Tribal Business License

Certificate of Insurance & Endorsements

Statement Regarding Indian Preference in Subcontracting, Employment and Training

SECTION II SUBMITTAL OF BIDS

Failure of a Contracting Firm to provide in its Bid, information requested in this IFB *may* result in disqualification of the Bid. The Housing Project Team will recommend the Contracting Firm who has submitted a Bid that is most responsive and qualified to the Community's needs for award of the contract.

The following list of criteria shall be used by the Community and Project Team to determine whether each Bidder is responsible:

1. Contractor's Integrity, Compliance with Public Policy, Record of Past Performance, and Financial and Technical Resources
2. Incurring Costs: The Community is not liable for any cost incurred by Contractors prior to issuance of a fully executed contract.

A. **Submittal Requirements/Orders of Submittal**

1. **Contractor's Experience with Similar Projects and Overall Quality of Contractor**

- a. Contractor's Record of Past Performance. Please describe at least three (3) recent projects for which you have been the General Contractor and which are similar to this project. Facility or project name, location, contact person and current telephone number.
- b. For each project listed, indicate three contact persons:
 1. Facility operator;
 2. Project Manager; and
 3. Owner (i.e. Tribe, County, or State).

2. **Financial and Technical Resources**

- a. Financial statements required are to be the Financial statements of the company submitting the bid. They should not be mixed in or diluted by any other parent or subsidiary company. **If the contractor(s) enters into a Joint Venture Agreement to perform the contract, financial statements for each company are required as well as a Joint Venture Agreement.**
- b. Each prospective Contractor must submit a construction progress schedule also schedule of values for all of the work, which includes quantities and prices of items aggregating the proposed Contract Price. (**Completion time of 120 Business Days M-F**)

B. Additional Required Documents:

1. Contractor's Qualification Statement. The Contractor should submit a Contractor's Qualification Statement. Any additional information that is not covered within the Contractor's Qualification Statement, but requested of the Contractor under this Section shall be attached with the Contractor's Qualification Statement.
2. Licenses and Qualifications: 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 contractor must submit certification regarding debarment, suspension, ineligibility and voluntary exclusion. ***Prospective Contractors who fail to provide such information within the 10 calendar days shall be determined not responsible Bidders and shall be disqualified.***
3. Indian Preference Qualification Application. Each Contractor seeking to qualify for Indian Preference shall submit proof of Indian ownership. ***Instruction to Bidders for Contracts. HUD Form 5369 # 12 Indian Preference Requirements. (Indian Preference Qualification Application).***
4. Bonding: Performance and Payment Bonds, in an amount equal to 100% of the contract price shall be furnished to the Department and/or Community prior to and as a condition precedent to commencement of work. Said bonds shall be in effect through the warranty period. Such Bonds shall name Contractor as principal and the Community and Department as joint obligees. ***In the case that contractors have entered into a joint venture agreement to qualify for contract, all parties of the said joint venture must be listed on all bonds.***
5. Alternative Bonding. All construction contractors shall obtain bid bonds and payment bonds in amounts sufficient to adequately protect the financial interests of the Community. Requirements for bonding shall be the same as those outlined in 24 C.F.R. §85.36(h). However, if the Community Treasurer makes a determination, based upon the circumstances present, that such bonding is impractical or unavailable, he or she may permit the contractor to utilize one of the alternatives for performance or payment bonds found in C.F.R. § 1000.26(a)(11). Refer to C.F.R. attached to ***"Instruction to Bidders for Contracts"*** HUD Form 5369. In addition, consideration for lump sum payments upon substantial completion of each individual unit can be given if the contractor can demonstrate that they have the financial ability to carry the construction cost. This type of contract will require prior approval from the Governor.
6. Any other Documents. Documents that will support the Contractor's Bid.

SECTION III. CONTRACT DOCUMENTS

A. Form of Contract

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

1. This IFB and all other documents issued for bidding purposes.
2. Contract documents to include:
 - ❖ Scope of Work
 - ❖ Statement of Work
 - ❖ General Conditions of Scope
 - ❖ Special Considerations and Requirements
 - ❖ Maintenance, Warranty & Service
 - ❖ Disposal, Clean Up, & Training

B. Scope of Work

Video Surveillance System

Project Manager, Derwin Cooper Email: derwin.cooper@gric.nsn.us

Office: (520) 562-3904

SCOPE OF WORK

Program Objectives

To provide a broad range of services that will maintain and improve the quality of life for residents, guests, visitors, elders, and senior tenants of Department of Community Housing. Specifically, the contractor shall provide, install, and program a functionally complete video system per Manufacturer's guidelines, codes, and prescribed, and the following specifications for installation of video surveillance cameras and equipment system within the selected sites throughout the Department of Community Housing's (DCH) sub-divisions and neighborhoods located within the exterior boundaries of the Gila River Indian Community.

Introduction

Drug Elimination Program (Crime Prevention) will purchase video surveillance system to provide a visible and non-visible deterrent to theft, and vandalism, criminal/drug related activity on-site; assist in ruling out false alarms from off-site monitoring; provide centralized viewing of all entrance and exits of complex and dwellings. In addition to providing a record of that can be used to assist law enforcement service in prosecuting criminal activity and/or assist in medical emergencies and for providing a safe workplace during business, and non-business hours. For the following Districts 1, 3, 4, 5, & 6 and site locations:

- 1) **District 1 Blackwater - Elder Complex Project AZ 15-10**
(Approximately 15807 N. Quail Road / See attached map)
- 2) **District 3 Sacaton - Elder Complex Project AZ 15-17**
(Approximately 226 W. Azule Street / See attached map)
- 3) **District 3 Sacaton - Department of Housing Main Office Project AZ 15-31**
(Approximately 49 E Pima Street / See attached map)
- 4) **District 4 Santan – Elder Complex Project AZ 15-13**
(Approximately 1413 W. Complex Court / See attached map)
- 5) **District 5 South Casa Blanca Housing Subdivision Project AZ 15-34/36**
(Approximately 4040 W. Sunset Lane / See attached map)
- 6) **District 6 St. Johns – DCH Office & Yard Project AZ 15-14**
(Approximately 4637 W. Tashquinth Drive / See attached map)
- 7) **District 6 St. Johns – Elder Complex Project AZ 15-19**
(Approximately 4847 W. Pecos Road / See attached map)

Statement of Work

1. Work included Under This Section: Contractor shall focus on the surface structures, delivery, installation, workmanship, warranted parts, repair and replacement of all video surveillance systems and installation of Video Surveillance System including:
 - A. Contractor scope of work should include programming all equipment connection to Virtual Matrix Display Controller decode and stream HD network to video multi-monitor displays as part of a matrix control environment per specification.

IFB For Video Surveillance System

B. System Wiring

- All system wiring shall be plenum rated.
- Video transmission cable shall be plenum rated CAT5e or greater for all cameras runs up to 100 meters. Length exceeding 100 meters will require an Ethernet extender or other transmission format such as UTP (Unshielded Twisted Pair) wire, IP, or fiber optic cables with encoders and decoders as required.
- Wire gauge and shielding shall follow the manufacturer's installation guidelines.
- All wiring shall be installed in accordance with the National Electronic Code (NEC) and the National Fire Protection Agency (NFPA).
- All wiring shall be concealed where possible. All exposed wiring shall be installed in a protective metallic housing such as a conduit or Wire mold.
- Verify all terminations at HDVR as well as at cameras.
- Cables penetrating floors and firewalls must be routed through a metallic sleeve and properly fire stopped to meet national and local fire codes.
- All walls and floors shall maintain existing fire rating.
- The equipment and application shall be Policy compliant.

C. System Programming

2. **Video Surveillance Performance Specification:** The contractor shall complete the initial programming of video recorder and the following:
 - The contractor shall adjust cameras (aim and focus) and verify with that the field of view is acceptable.
 - The contractor shall not data lock any of the equipment to prevent Department of Community Housing personnel or any GRIC authorized vendor from editing or revising the programming.
3. **Related Work** specified under other sections of this document include, but not limited to the following:
 - This work shall be done in strict accordance with this Scope of Work document prepared by the Department of Community Housing.
 - The contractor shall perform all work described in this document and not expressly mentioned in the specifications, but obviously necessary for the proper execution of the same. It is not the intent to delineate or describe every detail and feature of work. No additions to the contract sum will be approved for any materials, equipment, and/or labor to perform work hereunder unless it can be clearly shown to be beyond the scope and intent of the specifications and absolutely essential to proper completion of the work.

IFB For Video Surveillance System

- Work under this scope consists of the complete installation and includes, but not limited to, the furnishing of all labor, superintendence, material, tools, and equipment necessary to complete all the work as specified hereinafter.
4. General Conditions of Scope: Documentation to be submitted by contractor upon completion of video surveillance system installations.
- Upon completion of installation, the contractor shall prepare “as-builts” drawings of the system. These shall be AutoCAD drawings of each floor plan indicating exact device locations, panel terminations, cable routes, and wire numbers as tagged and color-coded on the cable tag. In addition, final point to point of wiring diagram of each type of device (in AutoCAD) shall include the “as-builts.”
 - Operation and Maintenance Manuals one (1) set operating manuals shall be provided explaining the operation and maintenance of the system.
 - Required security paperwork:
 - Network Video Recorder installation and operational manual;
 - Hardware manuals, to include cameras and power supplies;
 - Wiring notes with equipment locations.

System Approval: On-site security personnel training upon completion of the installation, the contractor shall furnish orientation and (training of maximum of 16 hours and/or as needed.)

- The system shall be that of standard product of manufacturer(s) used by and/or within Gila River Indian Community.
 - The contractor shall be a factory-authorized and trained dealer of the system and shall be factory-trained and certified to maintain/repair the system after system acceptance.
 - Exterior and interior video cameras to cover main entrance/exit gates, and secondary entrances/exit gates, doors, windows, and park areas and buildings, dwelling and existing structures with recording capability, off-site access to real time and recorded video, main office viewing of all camera feeds for use during both business and non-business hours.
 - Upgrades shall include, but are not limited to the following:
 - Installation of video surveillance system for all District Elder subdivisions and DCH Main and sub-office.
 - Site preparation of areas for installation of new equipment and protective surfacing.
5. Special Considerations and Requirements

IFB For Video Surveillance System

- The contractor shall assure compliance of all equipment, systems, and materials, furnished and installed and shall be in accordance with all requirements of the Department, Gila River Indian Community Law and Order Code relating to business licensing and permits, Native American Housing and Self Determination Act (NAHASDA) guidelines, and Housing and Urban Development (HUD), regulations, to include the GRIC Management Information System (MIS) policies designated to provide services GRIC organizations and residents within the Department property and Gila River Telecommunication Inc.

6. Maintenance, Warranty and Service

- Contractor shall provide maintenance and service during the warranty period the contractor shall be responsible for maintenance and repair of the system including the repair of workmanship defects, free of charge (parts and labor.)
- The installer shall correct any system defect within six (6) hours of receipt of call from department.
- The contractor shall offer extended service/maintenance agreements up to four (4) years after the warranty expires. The agreement shall be renewable monthly, quarterly, or yearly.
- All components, parts, and assemblies supplied by the Manufacturers and installed by the contractor shall be warranted against defects in material and workmanship for periods of at least twelve (12) months (parts and labor), commencing upon date of first beneficial use of system by department. A qualified factory-trained service shall provide warranty service.
- All components and equipment spare parts provided by the manufacturer shall be turned over to department.

7. Video Surveillance Cameras System

- The Contractor will provide as part of the quotation documentation the manufacturers specifications for each component to be included in the quote. A quotation without proper documentation will not be considered.
- The proposed shall be that of Bosch, Sun Surveillance (solar solstice fixed post camera 20 ft installed) and/or ViconNet, etc.
- The following specifications are provided to establish minimum installation and operational requirements for the proposed video surveillance system. *The Department of Community Housing will consider and must approve reasonable alternatives that are proposed for any element or component or the proposed system shall be in accordance with the following equipment brand/ model, and/or equivalent specification:*

IFB For Video Surveillance System

- KOLLECTOR STRIKE HYBRID DVR; preloaded ViconNet Version 6, 16
- analog channels at 120 fps and up to 8 additional IP channels at 30 fps each, 4-channel audio, 2000 GB internal HD, 4 sensor channels
- OmniSmart 1500VA 2U Rack/Tower Line-Int 120V UPS with LCD USB & 8-Outlets
- Solar SolsticeCam fixed camera and 20ft pole; installed
- Indoor Dome Camera; 1/3" format, day/night with DNR and Wide
- Dynamics, 2.8-12mm varifocal autoiris lens; 12vdc/24vac
- 600 Line Bullet Camera (6 to 50mm Lens / 300' IR Range)
- Power Supply; 4 Channel, 120vac Input 24/28 VAC Output
- Power Supply 1 Port 24 VAC 2.0 amps
- Video Transceiver; up to 1,000ft.; pigtail
- Video Line Protector
- BNC RG-6 Compression Connector Universal
- 75 ft. -4pr Cat5e Plenum Blue
- 75 ft. -18/2 Plenum Unshielded Cable
- 1,000 ft. -4pr Cat5e Direct Buried
- 250 ft. -18/2 PVC Stranded Shielded Aquaseal
- VRS/P Vertical 4U Wallmount Rack Cabinet
- Trenching/Conduit placement
- Scissor Lift (Week) Rental 26' Rough Terrain (includes delivery)

- Misc. Materials
- Project Management
- Lot Labor - Structured Cabling
- Lot Labor - Camera Install/adjust
- Lot Labor - CCTV/Video Surveillance system Install/Upgrade/Repair

8. Video Surveillance Features/Capabilities

- Cameras shall be high resolution color, day/night mini dome and 3rd party cameras;
- Cameras shall have a minimum of at least 480 lines of resolution;
- Cameras shall be equipped with 8-12 mm varifocal autoiris lenses;
- Camera housings shall be vandal resistant;
- Camera domes shall be clear;
- Exterior cameras shall be vertical/wall mount.

9. Network Video Recorder (HDVR)

Hybrid Digital Video Recorder (HDVR) Description

- The HDVR server shall have the recording resolution of CIF, 2CIF, and D1 and shall be user selectable for each individual analog camera attached to the server. Standard resolution and high resolution mega-pixel IP cameras shall also be selectable. H.264 or MJPEG video compression format shall be user selectable on any analog camera. Video recording shall be available at up to 30 images per second per input channel depending on IP camera type and server model selected.
- The Hybrid Digital Video Recorder (HDVR) shall have Video Surveillance Management System (VSMS) software for viewing live and recorded video from analog and IP cameras and video encoders connected to a local and wide area network. Multiple servers shall also be able to simultaneously provide live and/or recorded video to a single or multiple workstation(s). Included in the cost of the software shall be an unlimited number of client software applications.
- The VSMS software running on the HDVR shall have an open architecture supporting IP cameras and encoders from multiple manufacturers providing best of breed solutions from low-cost entry-level features to high resolution megapixel features. A minimum of five (5) IP camera manufacturers must be supported from leading companies such as Bosch, ACTi, Arecont Vision, IQinvision, Panasonic, Sony and Pelco.

HDVR programming

- System Name: Shall be the abbreviated building name (followed by a number, if multiple DVRs are in the building);
- Time server shall be synched to Pacific Standard Time;
- Network Settings: Cameras shall be set to record and live stream at full resolution. Frame rates shall be set for 1 fps normal, 10 fps on alarm. Alarm parameters shall be set to mask motions other than intended targets. Will determine which cameras are intended for facial recognition and general area surveillance.

Component specification for Department of Community Housing – Main Office (49 East Pima Street) Sacaton, AZ.

- NETWORK VIDEO RECORDER; preloaded ViconNet Ver 6, view, record and configure ViconNet IP devices and recorders; internal RAID with 13 TB usable storage and Xeon-based hardware; rack-mount
- SmartPro 3000VA 2880W UPS RM-2U AVR LCD 120V USB/DB9 SNMP 9-Outlets
- BP72V28RT-3U Extended Battery Pack 72V High Power for 2200-3000VA SmartOnline

IFB For Video Surveillance System

- Vicon Workstation PC with pre-loaded ViconNet software for Ver 6.0
- 46 Class (45 63/64 Diagonal) Widescreen, TFT LCD
- Flat Wall Mount for 23-46 inch LCD Screens - gloss Black
- IP Fixed Dome Camera; indoor, day/night, 3-12mm varifocal autoiris lens
- Flush Mount kit; IP Fixed Dome Camera
- Vandal-Proof Camera Dome; 1/3-inch format day/night with DNR and wide dynamic range; 650 TVL resolution; 2.8-12 mm varifocal autoiris lens; 12 VDC/24 VAC
- WALL MOUNT; for both indoor and outdoor vandal-proof domes
- Power Supply; 4 Channel, 120vac Input 24/28 VAC Output
- 1,500 ft. -4pr Cat5e Plenum Blue
- 39 800 ft. -18/2 Plenum Unshielded Cable XA
- Patch Panel 24 Port Cat5e
- Patch Cord 3' Cat5e Blue
- Modular Plug, RJ45, 8 Pos.x 8 Cond., Solid
- Misc. Materials
- Project Management
- Lot Labor - Structured Cabling
- Lot Labor - Camera Install/adjust
- Lot Labor - CCTV/Video Surv Install/Upgrade/Repair

10. Programming of system shall include the following task:

- Programming system configuration parameters as a management workstation by installing the recommended version of the NVR (hardware and software, camera location/numbers, communication parameters, etc.)
- Other programming tasks as required in coordination with the department and contractor.

Testing includes, but not limited to the following:

- Operational testing the contractor shall perform thorough operational testing and verify that all system components are fully operational.
- Provide hard-copy print out of all components tested and certify 100 percent operation indicating all devices, panels and units have passed the test criteria set forth by the manufacturer.
- Acceptance Test Plan Forum an acceptance test plan form shall be prepared and provided by the contractor prior to the acceptance walk through. This form shall include separate sections for each device, panel, and unit as well as a column indicating the manufacturer's performance allowance margin, a pass or fail column and a column for recording findings during the walk through.

11. Project Management: The contractor shall provide the following services as part of the scope:

IFB For Video Surveillance System

- Supervision of subcontractors;
- Coordination of other contractors for system related work;
- Attend meetings to update department;
- Meet installation deadlines in accordance with contract.

12. Time Frame: Shall be from contract execution the Contract shall have 120 business days to complete the project.

13. Security: Contractor shall be responsible for securing business equipment and materials at the job site at the end of each workday. The Department and Gila River Indian Community shall not be responsible for any loss experienced by the Contractor due to theft or vandalism.

14. Disposal: The contractor shall be responsible for the proper disposal of all debris generated under this contract. All debris shall be disposed of in accordance with all applicable Tribal, Federal and State regulations. All materials and equipment removed from facilities during the course of this contract shall be disposed of in accordance with applicable Tribal, Federal and State regulations. All other waste will be the contractor's responsibility for removal from project site locations to approved and properly permitted offsite disposal facility.

15. Clean Up: Cloths, cotton waste, and other debris that may constitute a fire hazard shall be picked up and removed and kept properly secured at all times. All items, which might constitute a hazard, shall be disposed of at the end of each workday. Upon completion of the work, all staging and debris shall be removed from the project site and disposed in a manner approved by the project manager, and in accordance with Tribal, State and Federal laws. The entire area shall be left clean and acceptable to the project manager. The site and equipment shall be cleaned of all materials associated with the operation. All equipment and surfaces shall be cleaned of dirt, stains, filings, and other blemishes occurring from shipment and installation. Cleaning methods and agents shall be as recommended by the manufacturer. Required labeling shall be undamaged and visible.

16. Training

Up to 16 hours of on-site training shall be provided which shall include training on the proper installation and programming of all related hardware and software and training of departmental end-user.

SECTION IV. SUPPLEMENTARY GENERAL CONDITIONS**A. General**

The following may be applied as General Conditions for this project: Supervision, Project Management, Data Processing, Temporary Facilities (Job Office, Telephone/Fax, Copy Machine, Port A Jon, Drinking Water, Power and Lights, Water Utilities, Fencing, Signs & Barricades if needed for project, etc.), Cleanup, Testing, Hauling of Waste, Special Insurance, Builder's Risk/Course of Construction insurance, Bonds, Reproduction Costs, Engineering & Layout, Certificate of Occupancy if needed for project, Safety, Mobilization, Cranes & Hoists if needed for project, and Miscellaneous Jobsite Costs. Any additional proposed items for the cost of the General Conditions shall be itemized on a separate sheet and include related costs.

The Agreement is 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 a thorough review of all available documents provided by disciplines involved with the development and description of the Project.

The Gila River Indian Community will be intimately involved in the Construction process of the project. The Contractor will confer, consult, and work closely with the Community Tribal Administration, the Project Manager and other Community Department Representatives during each phase of construction in order to fully understand the requirements involved, to ensure an exchange and understanding of ideas, and to expedite the work.

B. Contractor Furnished Materials and Reports

The Contractor shall submit weekly certified payroll, using a mutually acceptable format.

C. Gila River Furnished Materials, Services and Codes

1. The Department will maintain and furnish the Contractor with the applicable Community Ordinances.
2. Applicable codes and standards will be those in effect at time of contract award.

D. Communications

1. All notices, requests, instructions, approvals, proposals, and claims must be in writing.
2. Any notice to or demand upon the contractor shall be sufficiently given if delivered at the office of the contractor stated on the signature page of the contract (or at such other office as he/she may from time to time designate in writing to the Property and Supply Department), or deposited in the United States mail in a sealed, postage prepaid envelope, or if delivered with charges prepaid to any telegraph company for transmission, in each case addressed to such office.

IFB For Video Surveillance System

3. All papers required to be delivered to the Housing Department shall, unless otherwise specified in writing to the contractor, be delivered to Property and Supply at P.O. Box 97, Sacaton, AZ 85147, any notice or demand upon the Housing Department shall be sufficiently given if so delivered, or deposited in the United States mail in a sealed, postage prepaid envelope, or delivered with charges prepaid to any telegraph company for transmission to said Department of Community Housing as such address, or to such other address as the local Housing Department may subsequently specify in writing to the contractor for such purposes.
4. Any such notice shall be deemed to have been given as of the time of actual delivery or (in the case of mailing) when the same should have been received in due course of post, or in the case of telegrams, at the time of actual receipt, as in the case may be.
5. The contractor shall direct all questions regarding the drawings and specifications, in writing to the Project Manager for the Department of Community Housing. The Project Manager shall review all questions and respond in writing to the contractor.
6. The contractor shall direct all questions regarding the contract, in writing to the Contract Specialist. The Contract Specialist shall review and distribute responses.
7. The contractor's subcontractors or suppliers shall not contact directly the Department of Community Housing staff. All subcontractor communications should be through the general contractor who in turn will contact the Department of Community Housing.

The Contractor shall provide, to the Community, weekly reports indicating the activity on the project. Such reports shall include subcontractors working on the project site, manpower levels for those subcontractors, area(s) of work, significant material deliveries, weather conditions, and any other pertinent information relating to jobsite conditions and/or progress.

E. Insurance.

The Contractor shall maintain adequate insurance coverage throughout the term of this Agreement. Insurance Coverage shall include, but is not limited to, General Liability Insurance, Professional Liability, Automobile Liability, Excess Liability, Pollution Liability, Workers Compensation and Employers Liability Insurance, and Property Insurance.

Contractor agrees that no less than ten (10) calendar 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 to include all written endorsements 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** with limits of \$1,000,000 per occurrence and \$2,000,000 general aggregate limit. This policy shall be written or endorsed to include the following provisions:
 - The Gila River Indian Community shall be named as additional insured's.

IFB For Video Surveillance System

- Waiver of subrogation.
 - No Explosion, Collapse or Underground Exclusions
 - No Subsidence Limitations
 - No Contractual Limitations
 - AM Best Rating of A8 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.
 - Contractual liability coverage for the Contractor's indemnity obligations defined herein.
 - Completed Operations Aggregate of \$2,000,000.00
 - Bodily injury covered under the policy shall include reasonable claims for mental anguish.
 - **Excess Liability** coverage in the amount of \$2,000,000.
 - **Owned and Non-Owned Automobile Liability Insurance**, including coverage for owned hired and leased vehicles only, with a combined single limit of \$1,000,000.
- **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, storage, transportation, and/or disposal activities. Such insurance shall be written on an occurrence basis with no sunset clause, or on a claims made basis with a minimum 5 year extended reporting period (Tail) with a limits of not less than \$5,000,000 each Occurrence or \$5,000,000 each Claim.
- **Workers Compensation Insurance** as required by Arizona law, including **Employer's Liability**, with limits of:
- For bodily injury by accident, \$500,000 per accident
 - For bodily injury by disease, \$500,000 per employee and \$1,000,000 policy limit
- **Property Insurance, Builder's Risk, (if applicable)**

The contractor shall purchase and maintain, in a company or companies lawfully authorized to do business in the jurisdiction in which the Project is located, property insurance written on a builder's risk "all-risk" or equivalent policy form in the amount of the initial Contract Sum, plus value of subsequent Contract modifications, comprising total value for the entire Work of the Project at the site on a replacement cost basis without optional deductibles. Such property insurance shall be maintained, unless otherwise provided in the Contract Documents or otherwise agreed in writing by all persons and entities who are beneficiaries of such insurance, until final payment has been made as provided in Section 9.10 or until no person or entity other than the Owner has an insurable interest in the property required by this Section 11.4 to be covered, whichever is later. This insurance shall include interests of the Owner, the Contractor, Subcontractors and Sub-subcontractors in the Project. Cost of this insurance is included in Contractor's General Conditions cost.

IFB For Video Surveillance System

Property insurance shall be an “all-risk” or equivalent policy form and shall include, without limitation, insurance against perils of fire (with extended coverage) and physical loss or damage including, without duplication of coverage, theft, vandalism, malicious, collapse, windstorm, false work, testing and startup, temporary buildings and debris removal including demolition occasioned by enforcement of any applicable legal requirements, and shall cover reasonable compensation of Architect’s and Contractor’s services and expenses required as a result of such insured loss.

If the property insurance requires deductibles, the Owner shall pay costs not covered because of such deductibles.

This property insurance shall cover portions of the Work stored off the site, and also portions of the Work in transit.

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) calendar day’s notice, by certified mail, before any insurance policy referred to therein is modified or canceled.

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

F. Change Orders (If Applicable)

HUD 5370 "*General Conditions for Construction Contracts*" pgs. 10 & 11 #29 Changes.

G. Payment

The Contractor shall receive compensation as agreed to on a fixed-cost basis for the work referenced in the contract, provided that in no event shall the total amount obligated or paid by the Community or received by the Contractor as remuneration for services performed to this Agreement exceed the Not To Exceed (NTE) amount of the contract.

1. Where progress payments are necessary, Department of Community Housing will require the contractor to prepare an installation progress schedule. The information shall be realistic and consistent with the information provided by the contractor on Department of Community Housing approved schedule of values (whole dollars) for the contract payments.
2. Department of Community Housing, Project Manager will review the contractor's installation progress schedule to determine that the schedule dates and amounts of the work to be completed is reasonable and consistent with the contract.
3. Department of Community Housing, Project Manager will require the contractor to prepare a Schedule of Amounts (whole dollars) for contract payments immediately after the execution of the contract.
4. Department of Community Housing, Project Manager will review the schedule to determine that the scheduled work to be completed by the specified dates and the amount of payment for such work is reasonable.
5. The contractor will submit a request for partial payment for each project, in addition, the contractor shall submit the following, if applicable, Schedule of Materials Stored, Summary of Materials Stored; and an updated Installation Progress Schedule.
6. Department of Community Housing will review each contractor request and will approve Payment if the following conditions have been met; if the contractor requests payment for items which have not been acceptably completed, Department of Community Housing will return pay application to contractor to make adjustments accordingly:
 - a. The contractor request is consistent with Department of Community Housing approved schedule of values for work completed.
 - b. The work covered by the payment has been performed in accordance with the construction documents.
 - c. Request for Partial Payment, has been properly executed and all applicable supporting documentation submitted.

IFB For Video Surveillance System

- d. The contractor has submitted all required reports, schedules and scheduling updates.
7. Gila River Indian Community, Finance Department is responsible for making progress payments to the contractor based on Department of Community Housing approved schedule of amounts for contract payment. ***Progress payments for acceptable work and materials delivered are stored on-site are made in thirty (30) days after project manager's approval has been made.***

All approved invoicing shall be directed to the attention of Gila River Indian Community Accounts Payable Department.

The Contractor shall receive monthly compensation in accordance with the actual work completed on the Schedule of Values (whole dollars). The Department and Community shall review and approve all invoices submitted by the Contractor prior to payment. Such review shall include an inspection of the Project work performed to date.

Absolutely NO invoice will be processed for payment until all required paperwork is submitted and approved by Department of Community Housing as required in the General Specifications and General Conditions.

H. Tribal Business License, Building Permits

The Contractor shall be responsible for obtaining a Tribal Business License and Building Permits prior to commencing work on the Project. The Community shall be responsible for obtaining zoning approvals as necessary for the construction of the Project.

I. 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. The Contractor must contact the Tribal Employments Rights Office (TERO) to obtain a copy of the Compliance packet. TERO Office: (520) 562-6221

J. Tribal Native Plant Ordinance

The Contractor shall be responsible for complying with the provisions of the Community's Tribal Native Plant Ordinance and with other applicable Community ordinances.

K. Taxes

Gila River Indian Community is exempt from all material, sales and construction services taxes.

L. Project Site Layout

The Contractor shall be responsible for all layouts on the project site(s).

1. Contractor shall be responsible, at the contractor's cost and expense, for the security and protection of the site, building(s) under contractor's control, and of the work until that portion to the site(s), building(s) are accepted as completed by Department of Community Housing. The contractor shall take all necessary measures to provide such security.

The contractor shall be liable for and shall promptly repair or otherwise remedy any and all damages to said portion of the site, buildings, and/or units and of the work caused by vandalism.

2. The contractor shall limit construction operations between the hours of 7:00 am and 5:00 pm daily. Earlier start times must be authorized by the Department of Community Housing Director.

M. Choice of Law

It is the intention of the parties that performance of the terms of the Contract Documents shall be in accordance with and pursuant to the laws of the Gila River Indian Community and that any action, special proceeding or other proceeding that may arise from, in connection with or by reason of the Contract Documents shall be resolved pursuant to the laws of the Gila River Indian Community and exclusively in its courts.

N. Additional Provisions Required under Federal Law

This is a federally funded project and as such, the Contractor must comply with the following provisions:

1. Equal Employment Opportunity

- (a) The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, as amended by Executive Order 11375 of October 13, 1967, (collectively referred to as "Executive Orders").
- (b) The Contractor will furnish all information and reports required by the Executive Orders and by rules regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to its books, records, and accounts by the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- (c) Compliance with the requirements of this clause shall be to the maximum extent consistent with, but not in derogation of, compliance with section 7(b) of the Indian Self-Determination and Education Assistance Act and the Indian Preference clause of

IFB For Video Surveillance System

this contract and the Tribal Employment Rights Ordinance of the Gila River Indian Community.

- (d) The above-referenced provisions apply except where they conflict with Sections 701(b)(1) and 703(i) of Title VII of the Civil Rights Act of 1964, 73 Stat. 253-257, 42 U.S.C. § 2000e-2(i), which pertains to Indian Tribes and to preferential treatment given to Indians residing on or near a reservation or other applicable laws which exclude applicability to Indians or Indian reservations. In addition, the above-referenced provisions, and the provisions of the Contract Documents, shall be construed in a manner consistent with applicable provisions of the Gila River Indian Community Law and Order Code, and if any such provision conflicts with a provision of the Gila River Indian Community Law and Order Code, then the provision of the Gila River Indian Community Law and Order Code shall govern.

2. Compliance with Copeland Act Requirements

The Contractor shall comply with the requirements of the Copeland “Anti-kickback” Act (18 U.S.C. 874) as supplemented by 29 CFR Part 3, which are incorporated by reference into this Agreement.

3. Compliance with the Davis-Bacon Act

The Contractor shall comply with the requirements, rulings and interpretations of the Davis-Bacon Act (40 U.S.C. 276a to 176a-7) as supplemented by 29 CFR Part 5, 3, and 5, which are incorporated by reference into this Agreement. ***Refer to General Conditions Pg. 15 Number 46. The Attached Scheduled Prevailing Wage Rates (AZ130010 02/22/2013 AZ10) will apply to this Project.***

4. Compliance with the Contract Work Hours and Safety Standards Act

As used in this paragraph, the terms “laborers” and “mechanics” include watchmen and guards.

- (a) Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.
- (b) Violation; liability for unpaid wages, liquidated damages. In the event of any violation of the clause set forth in subparagraph (b) of this paragraph, the contractor and any subcontractor responsible therefore shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or

IFB For Video Surveillance System

to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in subparagraph (a) of this paragraph, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in subparagraph (a) of this paragraph.

- (c) Withholding for unpaid wages and liquidated damages. The Community, HUD or its designee shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other Federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in subparagraph (b) of this paragraph.

5. Subcontracts

The Contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraphs (1) through (4) of this paragraph and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in subparagraphs (1) through (4) of this paragraph.

6. Ownership of Work Product

The Contractor agrees that all documents or other work product generated on behalf of the Community in connection with this Agreement are property of the Community.

7. Retention, Access to Records

- (a) The Community, HUD, or Comptroller General of the United States, or any of their duly authorized representatives shall, until 3 years after final payment under this contract, have access to and the right to examine any of the Contractor's directly pertinent books, documents, papers, or other records involving transactions related to this contract for the purpose of making audit, examination, excerpts, and transcriptions.
- (b) The Contractor agrees to include in first-tier subcontracts under this contract a clause substantially the same as paragraph (a) above. "Subcontract," as used in this clause, excludes purchase orders not exceeding \$10,000.
- (c) The periods of access and examination in paragraphs (a) and (b) above for records relating to (1) appeals under the *Disputes* clause of the contract, (2) litigation or

IFB For Video Surveillance System

settlement of claims arising from the performance of this contract, or (3) costs and expenses of this contract to which the Community, HUD, or Comptroller General or any of their duly authorized representatives has taken exception shall continue until disposition of such appeals, litigation, claims, or exceptions.

8. Energy Policy and Conservation Act

The Contractor shall comply with all standards and policies relating to energy efficiency which are contained in the local or state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub.L. 94-163).

9. Confidentiality

The Contractor agrees that neither they nor their agents or representatives shall communicate, whether in writing or verbally, any information concerning work performed in connection with this Agreement except in strict compliance with the terms and conditions of an express authorization by the Community Governor, the Lieutenant Governor, or the General Counsel of the Community.

10. Termination for Convenience

(a) The Community may terminate this contract in whole, or in part, whenever the Community determines that such termination is in the best interest of the Community. Any such termination shall be effected by delivery to the Contractor of a Notice of Termination specifying the extent to which the performance of the work under the contract is terminated, and the date upon which such termination becomes effective.

(b) If the performance of the work is terminated, either in whole or in part, the Community shall be liable to the Contractor for reasonable and proper costs resulting from such termination upon the receipt by the Community of a properly presented claim setting out in detail: (1) the total cost of the work performed to date of termination less the total amount of contract payments made to the Contractor; (2) the cost (including reasonable profit) of settling and paying claims under subcontracts and material orders for work performed and materials and supplies delivered to the site, payment for which has not been made by the Community to the Contractor or by the Contractor to the subcontractor or supplier; (3) the cost of preserving and protecting the work already performed until the Community or assignee takes possession thereof or assumes responsibility therefore; and (4) an amount constituting a reasonable profit on the value of the work performed by the Contractor.

(c) The Community will act on the Contractor's claim within days (90 days unless otherwise indicated) of receipt of the Contractor's claim.

(d) Any disputes with regard to this clause are expressly made subject to the provisions of the dispute resolution clauses of the contract.

O. Material and Equipment

The contractor warrants to Department of Community Housing that all materials furnished under this contract will be new and that all work will be of good quality, free from faults and defects, and in conformance with acceptable standards.

Contractor shall properly and continuously protect work and materials against damage by weather, or water. Cover work liable to be damaged whenever work is in progress.

The Contractor may store materials off-site with the Owner's approval. If the Owner approves of such an agreement, an Agreement for Storing Materials Off-Site must be entered into and signed by the Owner and the Contractor

Materials stored off-site by the contractor shall be at his expense. If materials are stored on Department of Community Housing's property the Department of Community Housing assumes no responsibility for security of contractor owned property whether on or off the premises.

P. Progress Schedule

As soon as possible, after contract award, the contractor will meet with the Project Manager and coordinate the work schedule, i.e. start date, projected rate of accomplishment, etc. Work must be accomplished with little disruption to nearby tenants.

Q. Contract Period

Upon issuance of purchase order/contract from Department of Community Housing, the contractor shall supply a work start date within 10 working days. A start date and completion date will be negotiated and a Notice to Proceed will be issued stating those dates. If an extension of time is necessary, a request in writing must be submitted to the Department of Community Housing stating the reason for the delay. Approval/denial shall be determined by the Department of Community Housing. Failure to comply may result in cancellation of the purchase order/contract and disbarment from future bidding. The contractor must notify Department of Community Housing in writing, upon determination of any delay in material delivery.

Upon completion of work, the contractor shall contact the Project Manager to schedule final inspection prior to submittal of final invoice.

R. Required Inspections

Contact the Project Manager for any of the following.

- a. To clarify and/or answer any questions concerning the specifications.
- b. To provide a start date. (Do this prior to starting the job)
- c. To Clarify and/or answer any questions during installation.
- d. To request final inspection or notify of payment requested.

S. Post Award Conference and Notice to Proceed

Following the award of a construction contract, a pre-construction meeting will be held for discussing all design, construction and contract administration and safety related issues. Then, a Notice to Proceed will be issued by the Department of Community Housing to the contractor stating the starting and completion dates and typical contract related information. The contractor is required to submit all materials in the prescribed format to the Project Manager and a detailed schedule, no less than three (3) working days prior to the pre-construction conference.

The work shall be commenced at the time stipulated in the Notice to Proceed to the contractor. The work shall be fully completed within time for completion as stipulated on the bid form and including completion date stipulated in the Notice to Proceed.

T. Bid Protest Procedure

1. Any contractor may file a written protest against the solicitation or award of a contract.
2. A protest against the solicitation of a bid must be received prior to the specified date and time bids or proposals are due.
3. A protest against the award of a contract must be received within five working days from the date the contract was awarded.
4. The Director of the Department of Community Housing shall issue a written decision on the protest within a reasonable time and may suspend the procurement process pending final resolution of the protest.

IFB For Video Surveillance System

BID BOND

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned bidder, _____, as Principal, and the undersigned bonding company, _____, as Surety, are hereby held and firmly bound unto the Owner in the penal sum of five percent of the Principal's bid, _____ dollars (\$ _____) for the payment of which, well and truly to be made, we hereby jointly and severally bind ourselves, our heirs, executors, administrators, successors, and assigns.

Signed, this ____ day of _____, _____.

The conditions of the above obligation is such that whereas the Principal has submitted to the Owner a certain bid, attached hereto and hereby made part hereof, to enter into a Contract in writing, for the construction of _____ located at _____ and known as Project _____.

NOW THEREFORE,

a) If said bid shall be rejected, or in the alternate,

b) If said bid shall be accepted, the Principal shall execute and deliver to the Owner an executed Contract and shall furnish a bond for his faithful performance of said Contract, and for the payment of all persons performing labor or furnishing materials in connection therewith, and shall in all other respects perform the agreement created by the acceptance of said bid, then, upon notice of same from the Owner to the Surety, this obligation shall be void, otherwise the same shall remain in force and effect, it being expressly understood and agreed that the liability of the Surety for any and all claims hereunder shall, in no event, exceed the penal amount of this obligation as herein stated.

The Surety, for value received, hereby stipulates and agrees that the obligations of said Surety and its bond shall be in no way impaired or affected by any extension of the time within which the Owner may accept such bid; and said Surety does hereby waive notice of any such extension.

IN WITNESS WHEREOF, the Principal and the Surety has hereunto affixed their hands and seals, and such of them as are corporations have caused their corporate seals to be hereto affixed and these presents to be signed by their proper officers, the day and year first set forth above.

PRINCIPAL

By: _____

(print name)

SURETY

By: _____
(attorney-in-fact)

(print name)

(address)

attach Surety's power of attorney for

attorney-in-fact signa

FEE BID FORM

Date: _____

TO: Gila River Indian Community
Property and Supply,
291 W. Casa Blanca Road, Bldg #4
Sacaton, AZ 85147

PROJECT: #DCH-N 05-01-13 IFB for Video Surveillance System

Bid Submitted By: _____

(state whether bidder is corporation, partnership, individual, etc.)

1. The undersigned acknowledges having visited the site and having familiarized itself with the local conditions affecting the cost of the work. The undersigned further acknowledges that it has received and has familiarized itself with the following:

Bidding and Contract Documents: If Applicable

Invitation for Bids

Addenda (if any)

Instructions to Bidders

General Conditions

Special Conditions (if any)

Technical Specifications

Drawings (if any)

2. In submitting this bid, the undersigned agrees:

To furnish all material, labor, tools, expendable equipment, and all utility and transportation services necessary to perform and complete, in a workmanlike manner, all of the work required in accord with the Contract Documents for the consideration hereinafter set forth.

To hold this bid open for 60 calendar days after the receipt of bids and to accept the provisions of the Instructions to Bidders regarding disposition of bid security.

To execute and deliver a Contract in the prescribed form if awarded on the basis of this bid, and to furnish performance and payment security acceptable to the Owner in accord with the General Conditions, within **10 calendar days** after the Contract is presented for signature.

To commence work at the time stipulated in a Notice to Proceed and to complete the work within **120 Business Days (M-F)** after the receipt of the Notice to Proceed as prescribed in the Contract.

IFB For Video Surveillance System

3. The undersigned hereby proposes and agrees to perform the foregoing for the sum of:
\$ _____.

4. The Bid includes the following amounts:

General Building Construction	\$ _____
Mechanical Work	\$ _____
Electrical Work	\$ _____
Foundation Work	\$ _____
Work outside the building line	\$ _____

(The above numbers are for purposes of the Owner’s evaluation, only, and do not bind the Owner for such particular payments.)

The Bidder proposes to use the following subcontractors, if any:

Mechanical Work: _____

Electrical Work: _____

Site Work: _____

Material Suppliers: _____

5. The undersigned proposes to use the following listed persons (with their positions) in its core crews (if any), subject to the Owner’s approval.

_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
(name)	(position)

6. The undersigned has attached the required Bid Bond:

7. The undersigned hereby acknowledges receipt of the following Addenda, if any:

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

8. In submitting this bid, it is understood that the right to reject any and all bids and to waive irregularities in the bidding has been reserved by the Owner.

The full name and address of all person and parties interested in the foregoing bids as principals are as follows:

Bidder _____
Address _____
Phone _____ Fax _____

IFB For Video Surveillance System

FEE BID FORM

If the Contractor is entering into a partnership/joint venture to perform the work, provide the following information for the partnering/joint venture firm:

Bidder _____
Address _____
Phone _____ Fax _____

Seal – (If Corporation)

Dated this _____ day of _____, _____.

(print name of bidder)

(address of bidder)

_____ (title)
(print name of authorized officer)

(signature of authorized officer)

ARIZONA CONTRACTORS LICENSE#: _____

TYPE OF LICENSE: _____

IFB For Video Surveillance System

FEE BID FORM

BIDDER'S CERTIFICATION

The Bidder hereby certifies that the information contained in these certifications and representations is accurate, complete and current:

1. The undersigned, having read and examined the "Notice to Bidders", "Instructions to Bidders", "General Conditions", "General Requirements", "Specifications", "Plans" and any addendum(s) for: Video Surveillance System having inspected the site and all conditions affecting the work, the Bidder proposes to furnish all materials and perform all labor necessary for the completion of the work indicated in this IFB. The Bidder agrees that if any or all bids are accepted, Bidder will enter into a contract according to the Contract required by the owner for the faithful performance of the labor and materials included in bid or bids accepted.

2. *In submitting this bid it is understood that the Gila River Department of Community Housing reserves the right to reject any and all bids. It is agreed that this bid will not be withdrawn for a period of **(60) calendar days** subsequent to the opening of bids without the consent of Gila River Department of Community Housing.*

3. Bidder agrees to comply with all City, State and Federal Statutes relating to Liability Insurance, Safety and Sanitary Regulations.

4. Bidder will sign on line indicated below, if a partnership the firm name will be signed, followed by the signature of the partner signing, if a corporation name will be signed followed by the signature and the official title of the officer signing name.

5. The Bidder has visited the project site, become familiar with local conditions and become familiar with all parts of this IFB. The Bidder has no outstanding questions with regard to this IFB.

6. The Bidder will enter into and execute the Contract with Gila River Department of Community Housing. If a Contract is awarded on the basis of this bid, and if the Bidder does not execute a Contract for any reason, other than as authorized by law, the Bidder and Bidder's Surety are liable to Gila River Department of Community Housing as indicated in the Instructions to Bidders and in the General Conditions of the Contract.

If the Bidder is a Corporation, partnership or sole proprietorship, an officer, partner or principal of the Bidder, as applicable, shall print or type the legal name of the Bidder on the line provided and sign the **Bid Form**. *If the Bidder is a joint venture, an officer, partner or principal, as applicable, of each member of the joint venture shall print or type the legal name of the applicable member on the line provided and sign the **Bid Form**.* All signatures must be original.

Bidders Name: _____
Authorized Signature: _____

Print Name: _____

Title: _____

Company Name: _____

Mailing Address: _____

Telephone Number: _____

Facsimile Number: _____

Where Incorporated: _____

Federal Identification Number: _____

Contact Person for Contract Processing:
(Please Print) _____

FEE BID FORM

Additional Signature for Joint Venture

Bidders Name:

Authorized Signature:

Print Name:

Title:

Company Name:

Mailing Address:

Telephone Number:

Facsimile Number:

Where Incorporated:

Federal Identification Number:

Contact Person for Contract Processing:
(Please Print)

INSTRUCTIONS TO BIDDERS

HUD FORM 5369

**U.S. Department of Housing and
Urban Development**
Office of Public and Indian Housing

**Instructions to Bidders for Contracts
Public and Indian Housing Programs**

Instructions to Bidders for Contracts

Public and Indian Housing Programs

Table of Contents

Clause	Page
1. Bid Preparation and Submission	1
2. Explanations and Interpretations to Prospective Bidders	1
3. Amendments to Invitations for Bids	1
4. Responsibility of Prospective Contractor	1
5. Late Submissions, Modifications, and Withdrawal of Bids	1
6. Bid Opening	2
7. Service of Protest	2
8. Contract Award	2
9. Bid Guarantee	3
10. Assurance of Completion	3
11. Preconstruction Conference	3
12. Indian Preference Requirements	3

1. Bid Preparation and Submission

(a) Bidders are expected to examine the specifications, drawings, all instructions, and, if applicable, the construction site (see also the contract clause entitled **Site Investigation and Conditions Affecting the Work** of the *General Conditions of the Contract for Construction*). Failure to do so will be at the bidders' risk.

(b) All bids must be submitted on the forms provided by the Public Housing Agency/Indian Housing Authority (PHA/IHA). Bidders shall furnish all the information required by the solicitation. Bids must be signed and the bidder's name typed or printed on the bid sheet and each continuation sheet which requires the entry of information by the bidder. Erasures or other changes must be initialed by the person signing the bid. Bids signed by an agent shall be accompanied by evidence of that agent's authority. (Bidders should retain a copy of their bid for their records.)

(c) Bidders must submit as part of their bid a completed form HUD-5369-A, "Representations, Certifications, and Other Statements of Bidders."

(d) All bid documents shall be sealed in an envelope which shall be clearly marked with the words "Bid Documents," the Invitation for Bids (IFB) number, any project or other identifying number, the bidder's name, and the date and time for receipt of bids.

(e) If this solicitation requires bidding on all items, failure to do so will disqualify the bid. If bidding on all items is not required, bidders should insert the words "No Bid" in the space provided for any item on which no price is submitted.

(f) Unless expressly authorized elsewhere in this solicitation, alternate bids will not be considered.

(g) Unless expressly authorized elsewhere in this solicitation, bids submitted by telegraph or facsimile (fax) machines will not be considered.

(h) If the proposed contract is for a Mutual Help project (as described in 24 CFR Part 905, Subpart E) that involves Mutual Help contributions of work, material, or equipment, supplemental information regarding the bid advertisement is provided as an attachment to this solicitation.

2. Explanations and Interpretations to Prospective Bidders

(a) Any prospective bidder desiring an explanation or interpretation of the solicitation, specifications, drawings, etc., must request it at least 7 days before the scheduled time for bid opening. Requests may be oral or written. Oral requests must be confirmed in writing. The only oral clarifications that will be provided will be those clearly related to solicitation procedures, i.e., not substantive technical information. No other oral explanation or interpretation will be provided. Any information given a prospective bidder concerning this solicitation will be furnished promptly to all other prospective bidders as a written amendment to the solicitation, if that information is necessary in submitting bids, or if the lack of it would be prejudicial to other prospective bidders.

(b) Any information obtained by, or provided to, a bidder other than by formal amendment to the solicitation shall not constitute a change to the solicitation.

3. Amendments to Invitations for Bids

(a) If this solicitation is amended, then all terms and conditions which are not modified remain unchanged.

(b) Bidders shall acknowledge receipt of any amendment to this solicitation (1) by signing and returning the amendment, (2) by identifying the amendment number and date on the bid form, or (3) by letter, telegram, or facsimile, if those methods are authorized in the solicitation. The PHA/IHA must receive acknowledgement by the time and at the place specified for receipt of bids. Bids which fail to acknowledge the bidder's receipt of any amendment will result in the rejection of the bid if the amendment(s) contained information which substantively changed the PHA's/IHA's requirements.

(c) Amendments will be on file in the offices of the PHA/IHA and the Architect at least 7 days before bid opening.

4. Responsibility of Prospective Contractor

(a) The PHA/IHA will award contracts only to responsible prospective contractors who have the ability to perform successfully under the terms and conditions of the proposed contract. In determining the responsibility of a bidder, the PHA/IHA will consider such matters as the bidder's:

- (1) Integrity;
- (2) Compliance with public policy;
- (3) Record of past performance; and
- (4) Financial and technical resources (including construction and technical equipment).

(b) Before a bid is considered for award, the bidder may be requested by the PHA/IHA to submit a statement or other documentation regarding any of the items in paragraph (a) above. Failure by the bidder to provide such additional information shall render the bidder nonresponsible and ineligible for award.

5. Late Submissions, Modifications, and Withdrawal of Bids

(a) Any bid received at the place designated in the solicitation after the exact time specified for receipt will not be considered unless it is received before award is made and it:

(1) Was sent by registered or certified mail not later than the fifth calendar day before the date specified for receipt of offers (e.g., an offer submitted in response to a solicitation requiring receipt of offers by the 20th of the month must have been mailed by the 15th);

(2) Was sent by mail, or if authorized by the solicitation, was sent by telegram or via facsimile, and it is determined by the PHA/IHA that the late receipt was due solely to mishandling by the PHA/IHA after receipt at the PHA/IHA; or

(3) Was sent by U.S. Postal Service Express Mail Next Day Service - Post Office to Addressee, not later than 5:00 p.m. at the place of mailing two working days prior to the date specified for receipt of proposals. The term "working days" excludes weekends and observed holidays.

(b) Any modification or withdrawal of a bid is subject to the same conditions as in paragraph (a) of this provision.

(c) The only acceptable evidence to establish the date of mailing of a late bid, modification, or withdrawal sent either by registered or certified mail is the U.S. or Canadian Postal Service postmark both on the envelope or wrapper and on the original receipt from the U.S. or Canadian Postal Service. Both postmarks must show a legible date or the bid, modification, or withdrawal shall be processed as if mailed late. "Postmark" means a printed, stamped, or otherwise placed impression (exclusive of a postage meter machine impression) that is readily identifiable without further action as having been supplied and affixed by employees of the U.S. or Canadian Postal Service on the date of mailing. Therefore, bidders should request the postal clerk to place a hand cancellation bull's-eye postmark on both the receipt and the envelope or wrapper.

(d) The only acceptable evidence to establish the time of receipt at the PHA/IHA is the time/date stamp of PHA/IHA on the proposal wrapper or other documentary evidence of receipt maintained by the PHA/IHA.

(e) The only acceptable evidence to establish the date of mailing of a late bid, modification, or withdrawal sent by Express Mail Next Day Service-Post Office to Addressee is the date entered by the post office receiving clerk on the "Express Mail Next Day Service-Post Office to Addressee" label and the postmark on both the envelope or wrapper and on the original receipt from the U.S. Postal Service. "Postmark" has the same meaning as defined in paragraph (c) of this provision, excluding postmarks of the Canadian Postal Service. Therefore, bidders should request the postal clerk to place a legible hand cancellation bull's eye postmark on both the receipt and Failure by a bidder to acknowledge receipt of the envelope or wrapper.

(f) Notwithstanding paragraph (a) of this provision, a late modification of an otherwise successful bid that makes its terms more favorable to the PHA/IHA will be considered at any time it is received and may be accepted.

(g) Bids may be withdrawn by written notice, or if authorized by this solicitation, by telegram (including mailgram) or facsimile machine transmission received at any time before the exact time set for opening of bids; provided that written confirmation of telegraphic or facsimile withdrawals over the signature of the bidder is mailed and postmarked prior to the specified bid opening time. A bid may be withdrawn in person by a bidder or its authorized representative if, before the exact time set for opening of bids, the identity of the person requesting withdrawal is established and the person signs a receipt for the bid.

6. Bid Opening

All bids received by the date and time of receipt specified in the solicitation will be publicly opened and read. The time and place of opening will be as specified in the solicitation. Bidders and other interested persons may be present.

7. Service of Protest

(a) Definitions. As used in this provision:

"Interested party" means an actual or prospective bidder whose direct economic interest would be affected by the award of the contract.

"Protest" means a written objection by an interested party to this solicitation or to a proposed or actual award of a contract pursuant to this solicitation.

(b) Protests shall be served on the Contracting Officer by obtaining written and dated acknowledgement from —

[Contracting Officer designate the official or location where a protest may be served on the Contracting Officer]

(c) All protests shall be resolved in accordance with the PHA's/IHA's protest policy and procedures, copies of which are maintained at the PHA/IHA.

8. Contract Award

(a) The PHA/IHA will evaluate bids in response to this solicitation without discussions and will award a contract to the responsible bidder whose bid, conforming to the solicitation, will be most advantageous to the PHA/IHA considering only price and any price-related factors specified in the solicitation.

(b) If the apparent low bid received in response to this solicitation exceeds the PHA's/IHA's available funding for the proposed contract work, the PHA/IHA may either accept separately priced items (see 8(e) below) or use the following procedure to determine contract award. The PHA/IHA shall apply in turn to each bid (proceeding in order from the apparent low bid to the high bid) each of the separately priced bid deductible items, if any, in their priority order set forth in this solicitation. If upon the application of the first deductible item to all initial bids, a new low bid is within the PHA's/IHA's available funding, then award shall be made to that bidder. If no bid is within the available funding amount, then the PHA/IHA shall apply the second deductible item. The PHA/IHA shall continue this process until an evaluated low bid, if any, is within the PHA's/IHA's available funding. If upon the application of all deductibles, no bid is within the PHA's/IHA's available funding, or if the solicitation does not request separately priced deductibles, the PHA/IHA shall follow its written policy and procedures in making any award under this solicitation.

(c) In the case of tie low bids, award shall be made in accordance with the PHA's/IHA's written policy and procedures.

(d) The PHA/IHA may reject any and all bids, accept other than the lowest bid (e.g., the apparent low bid is unreasonably low), and waive informalities or minor irregularities in bids received, in accordance with the PHA's/IHA's written policy and procedures.

(e) Unless precluded elsewhere in the solicitation, the PHA/IHA may accept any item or combination of items bid.

(f) The PHA/IHA may reject any bid as nonresponsive if it is materially unbalanced as to the prices for the various items of work to be performed. A bid is materially unbalanced when it is based on prices significantly less than cost for some work and prices which are significantly overstated for other work.

(g) A written award shall be furnished to the successful bidder within the period for acceptance specified in the bid and shall result in a binding contract without further action by either party.

9. Bid Guarantee (applicable to construction and equipment contracts exceeding \$25,000)

All bids must be accompanied by a negotiable bid guarantee which shall not be less than five percent (5%) of the amount of the bid. The bid guarantee may be a certified check, bank draft, U.S. Government Bonds at par value, or a bid bond secured by a surety company acceptable to the U.S. Government and authorized to do business in the state where the work is to be performed. In the case where the work under the contract will be performed on an Indian reservation area, the bid guarantee may also be an irrevocable Letter of Credit (see provision 10, Assurance of Completion, below). Certified checks and bank drafts must be made payable to the order of the PHA/IHA. The bid guarantee shall insure the execution of the contract and the furnishing of a method of assurance of completion by the successful bidder as required by the solicitation. Failure to submit a bid guarantee with the bid shall result in the rejection of the bid. Bid guarantees submitted by unsuccessful bidders will be returned as soon as practicable after bid opening.

10. Assurance of Completion

(a) Unless otherwise provided in State law, the successful bidder shall furnish an assurance of completion prior to the execution of any contract under this solicitation. This assurance may be [Contracting Officer check applicable items] —

(1) a performance and payment bond in a penal sum of 100 percent of the contract price; or, as may be required or permitted by State law;

(2) separate performance and payment bonds, each for 50 percent or more of the contract price;

(3) a 20 percent cash escrow;

(4) a 25 percent irrevocable letter of credit; or,

(5) an irrevocable letter of credit for 10 percent of the total contract price with a monitoring and disbursements agreement with the IHA (applicable only to contracts awarded by an IHA under the Indian Housing Program).

(b) Bonds must be obtained from guarantee or surety companies acceptable to the U.S. Government and authorized to do business in the state where the work is to be performed. Individual sureties will not be considered. U.S. Treasury Circular Number 570, published annually in the Federal Register, lists companies approved to act as sureties on bonds securing Government contracts, the maximum underwriting limits on each contract bonded, and the States in which the company is licensed to do business. Use of companies listed in this circular is mandatory. Copies of the circular may be downloaded on the U.S. Department of Treasury website <http://www.fms.treas.gov/c570/index.html>, or ordered for a minimum fee by contacting the Government Printing Office at (202) 512-2168.

(c) Each bond shall clearly state the rate of premium and the total amount of premium charged. The current power of attorney for the person who signs for the surety company must be attached to the bond. The effective date of the power of attorney shall not precede the date of the bond. The effective date of the bond shall be on or after the execution date of the contract.

(d) Failure by the successful bidder to obtain the required assurance of completion within the time specified, or within such extended period as the PHA/IHA may grant based upon reasons determined adequate by the PHA/IHA, shall render the bidder ineligible for award. The PHA/IHA may then either award the contract to the next lowest responsible bidder or solicit new bids. The PHA/IHA may retain the ineligible bidder's bid guarantee.

11. Preconstruction Conference (applicable to construction contracts)

After award of a contract under this solicitation and prior to the start of work, the successful bidder will be required to attend a preconstruction conference with representatives of the PHA/IHA and its architect/engineer, and other interested parties convened by the PHA/IHA. The conference will serve to acquaint the participants with the general plan of the construction operation and all other requirements of the contract (e.g., Equal Employment Opportunity, Labor Standards). The PHA/IHA will provide the successful bidder with the date, time, and place of the conference.

12. Indian Preference Requirements (applicable only if this solicitation is for a contract to be performed on a project for an Indian Housing Authority)

(a) HUD has determined that the contract awarded under this solicitation is subject to the requirements of section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450e(b)). Section 7(b) requires that any contract or subcontract entered into for the benefit of Indians shall require that, to the greatest extent feasible

(1) Preferences and opportunities for training and employment (other than core crew positions; see paragraph (h) below) in connection with the administration of such contracts or subcontracts be given to qualified "Indians." The Act defines "Indians" to mean persons who are members of an Indian tribe and defines "Indian tribe" to mean any Indian tribe, band, nation, or other organized group or community, including any Alaska Native village or regional or village corporation as defined in or established pursuant to the Alaska Native Claims Settlement Act, which is recognized as eligible for the special programs and services provided by the United States to Indians because of their status as Indians; and,

(2) Preference in the award of contracts or subcontracts in connection with the administration of contracts be given to Indian organizations and to Indian-owned economic enterprises, as defined in section 3 of the Indian Financing Act of 1974 (25 U.S.C. 1452). That Act defines "economic enterprise" to mean any Indian-owned commercial, industrial, or business activity established or organized for the purpose of profit, except that the Indian ownership must constitute not less than 51 percent of the enterprise; "Indian organization" to mean the governing body of any Indian tribe or entity established or recognized by such governing body; "Indian" to mean any person who is a member of any tribe, band, group, pueblo, or community which is recognized by the Federal Government as eligible for services from the Bureau of Indian Affairs and any "Native" as defined in the Alaska Native Claims Settlement Act; and Indian "tribe" to mean any Indian tribe, band, group, pueblo, or community including Native villages and Native groups (including

corporations organized by Kenai, Juneau, Sitka, and Kodiak) as defined in the Alaska Native Claims Settlement Act, which is recognized by the Federal Government as eligible for services from the Bureau of Indian Affairs.

(b) (1) The successful Contractor under this solicitation shall comply with the requirements of this provision in awarding all subcontracts under the contract and in providing training and employment opportunities.

(2) A finding by the IHA that the contractor, either (i) awarded a subcontract without using the procedure required by the IHA, (ii) falsely represented that subcontracts would be awarded to Indian enterprises or organizations; or, (iii) failed to comply with the contractor's employment and training preference bid statement shall be grounds for termination of the contract or for the assessment of penalties or other remedies.

(c) If specified elsewhere in this solicitation, the IHA may restrict the solicitation to qualified Indian-owned enterprises and Indian organizations. If two or more (or a greater number as specified elsewhere in the solicitation) qualified Indian-owned enterprises or organizations submit responsive bids, award shall be made to the qualified enterprise or organization with the lowest responsive bid. If fewer than the minimum required number of qualified Indian-owned enterprises or organizations submit responsive bids, the IHA shall reject all bids and readvertise the solicitation in accordance with paragraph (d) below.

(d) If the IHA prefers not to restrict the solicitation as described in paragraph (c) above, or if after having restricted a solicitation an insufficient number of qualified Indian enterprises or organizations submit bids, the IHA may advertise for bids from non-Indian as well as Indian-owned enterprises and Indian organizations. Award shall be made to the qualified Indian enterprise or organization with the lowest responsive bid if that bid is -

(1) Within the maximum HUD-approved budget amount established for the specific project or activity for which bids are being solicited; and

(2) No more than the percentage specified in 24 CFR 905.175(c) higher than the total bid price of the lowest responsive bid from any qualified bidder. If no responsive bid by a qualified Indian-owned economic enterprise or organization is within the stated range of the total bid price of the lowest responsive bid from any qualified enterprise, award shall be made to the bidder with the lowest bid.

(e) Bidders seeking to qualify for preference in contracting or subcontracting shall submit proof of Indian ownership with their bids. Proof of Indian ownership shall include but not be limited to:

(1) Certification by a tribe or other evidence that the bidder is an Indian. The IHA shall accept the certification of a tribe that an individual is a member.

(2) Evidence such as stock ownership, structure, management, control, financing and salary or profit sharing arrangements of the enterprise.

(f) (1) All bidders must submit with their bids a statement describing how they will provide Indian preference in the award of subcontracts. The specific requirements of that statement and the factors to be used by the IHA in determining the statement's adequacy are included as an attachment to this solicitation. Any bid that fails to include the required statement shall be rejected as nonresponsive. The IHA may require that comparable statements be provided by subcontractors to the successful Contractor, and may require the Contractor to reject any bid or proposal by a subcontractor that fails to include the statement.

(2) Bidders and prospective subcontractors shall submit a certification (supported by credible evidence) to the IHA in any instance where the bidder or subcontractor believes it is infeasible to provide Indian preference in subcontracting. The acceptance or rejection by the IHA of the certification shall be final. Rejection shall disqualify the bid from further consideration.

(g) All bidders must submit with their bids a statement detailing their employment and training opportunities and their plans to provide preference to Indians in implementing the contract; and the number or percentage of Indians anticipated to be employed and trained. Comparable statements from all proposed subcontractors must be submitted. The criteria to be used by the IHA in determining the statement(s)'s adequacy are included as an attachment to this solicitation. Any bid that fails to include the required statement(s), or that includes a statement that does not meet minimum standards required by the IHA shall be rejected as nonresponsive.

(h) Core crew employees. A core crew employee is an individual who is a bona fide employee of the contractor at the time the bid is submitted; or an individual who was not employed by the bidder at the time the bid was submitted, but who is regularly employed by the bidder in a supervisory or other key skilled position when work is available. Bidders shall submit with their bids a list of all core crew employees.

(i) Preference in contracting, subcontracting, employment, and training shall apply not only on-site, on the reservation, or within the IHA's jurisdiction, but also to contracts with firms that operate outside these areas (e.g., employment in modular or manufactured housing construction facilities).

(j) Bidders should contact the IHA to determine if any additional local preference requirements are applicable to this solicitation.

(k) The IHA [] does does not [Contracting Officer check applicable box] maintain lists of Indian-owned economic enterprises and Indian organizations by specialty (e.g., plumbing, electrical, foundations), which are available to bidders to assist them in meeting their responsibility to provide preference in connection with the administration of contracts and subcontracts.

DAVIS BACON WAGE RATES

(AZ130010)

General Decision Number: AZ130010 02/22/2013 AZ10

Superseded General Decision Number: AZ20120015

State: Arizona

Construction Type: Residential

County: Pinal County in Arizona.

RESIDENTIAL CONSTRUCTION PROJECTS (consisting of single family homes and apartments up to and including 4 stories).

Modification Number	Publication Date
0	01/04/2013
1	01/11/2013
2	02/22/2013

BRAZ0003-007 07/01/2010

	Rates	Fringes
BRICKLAYER.....	\$ 18.00	4.13

* ENGI0428-005 01/01/2012

	Rates	Fringes
OPERATOR: Grader/Blade.....	\$ 24.24	9.05

IRON0075-008 01/01/2013

	Rates	Fringes
IRONWORKER, STRUCTURAL.....	\$ 26.52	20.65

PLAS0394-006 07/01/2011

	Rates	Fringes
CEMENT MASON/CONCRETE FINISHER...	\$ 22.84	8.57

SUAZ2011-003 07/28/2011

	Rates	Fringes
ALARM INSTALLER, Includes Wiring and Installation.....	\$ 13.91	0.00
CARPENTER, Excludes Drywall Hanging, and Form Work.....	\$ 18.16	0.00
DRYWALL HANGER.....	\$ 15.00	0.58
ELECTRICIAN, Excludes Low Voltage Wiring and Installation of Alarms.....	\$ 15.45	0.01

FORM WORKER.....	\$ 14.37	0.00
GLAZIER.....	\$ 13.45	0.00
HVAC MECHANIC (Installation of HVAC Duct).....	\$ 14.13	0.00
LABORER: Common or General.....	\$ 10.18	0.00
LABORER: Grade Checker.....	\$ 16.83	0.45
LABORER: Mason Tender - Brick....	\$ 12.77	0.00
LABORER: Mason Tender - Cement/Concrete/Stone.....	\$ 11.00	0.00
LABORER: Pipelayer.....	\$ 13.00	0.00
OPERATOR: Backhoe.....	\$ 18.29	0.00
OPERATOR: Excavator.....	\$ 24.67	0.00
OPERATOR: Forklift.....	\$ 16.17	0.00
OPERATOR: Loader (Front End)....	\$ 15.00	0.00
OPERATOR: Paver (Asphalt, Aggregate, and Concrete).....	\$ 20.75	0.00
OPERATOR: Roller.....	\$ 16.24	1.42
OPERATOR: Scraper.....	\$ 19.20	1.52
OPERATOR: Tractor.....	\$ 22.63	0.00
PAINTER: Brush, Roller and Spray, Excludes Drywall Finishing/Taping.....	\$ 12.89	0.00
PLUMBER.....	\$ 20.14	4.08
ROOFER.....	\$ 13.67	0.00
SPRINKLER FITTER (Fire Sprinklers).....	\$ 17.73	0.00
TRUCK DRIVER: Dump Truck.....	\$ 17.02	0.00
TRUCK DRIVER: Water Truck.....	\$ 14.50	0.00

WELDERS - Receive rate prescribed for craft performing
operation to which welding is incidental.

=====

Unlisted classifications needed for work not included within
the scope of the classifications listed may be added after
award only as provided in the labor standards contract clauses

(29CFR 5.5 (a) (1) (ii)).

The body of each wage determination lists the classification and wage rates that have been found to be prevailing for the cited type(s) of construction in the area covered by the wage determination. The classifications are listed in alphabetical order of "identifiers" that indicate whether the particular rate is union or non-union.

Union Identifiers

An identifier enclosed in dotted lines beginning with characters other than "SU" denotes that the union classification and rate have found to be prevailing for that classification. Example: PLUM0198-005 07/01/2011. The first four letters, PLUM, indicate the international union and the four-digit number, 0198, that follows indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. The date, 07/01/2011, following these characters is the effective date of the most current negotiated rate/collective bargaining agreement which would be July 1, 2011 in the above example.

Union prevailing wage rates will be updated to reflect any changes in the collective bargaining agreements governing the rates.

0000/9999: weighted union wage rates will be published annually each January.

Non-Union Identifiers

Classifications listed under an "SU" identifier were derived from survey data by computing average rates and are not union rates; however, the data used in computing these rates may include both union and non-union data. Example: SULA2004-007 5/13/2010. SU indicates the rates are not union majority rates, LA indicates the State of Louisiana; 2004 is the year of the survey; and 007 is an internal number used in producing the wage determination. A 1993 or later date, 5/13/2010, indicates the classifications and rates under that identifier were issued as a General Wage Determination on that date.

Survey wage rates will remain in effect and will not change until a new survey is conducted.

WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

- * an existing published wage determination
- * a survey underlying a wage determination
- * a Wage and Hour Division letter setting forth a position on a wage determination matter
- * a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour Regional Office for the area in which the survey was conducted because those Regional Offices have responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations
 Wage and Hour Division
 U.S. Department of Labor
 200 Constitution Avenue, N.W.
 Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator
 U.S. Department of Labor
 200 Constitution Avenue, N.W.
 Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board
 U.S. Department of Labor
 200 Constitution Avenue, N.W.
 Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

=====

END OF GENERAL DECISION

“X”-FACTOR



GILA RIVER INDIAN COMMUNITY

DEPARTMENT OF COMMUNITY HOUSING



In accordance with 24 CFR 1000.52 a preference will be given to Qualified Indian-Owned Prospective Contractors in accordance with the following formula. Indian-Owned contractors must provide such ownership as established in accordance with 24 CFR 1000.50-1000.52

X=lesser of:

When the lowest responsive bid is less than \$100,000	10% of that bid, or \$9,000
When the lowest responsive bid is: At least \$100,000 but less than \$200,000	9% of that bid, or \$16,000
At least \$200,000 but less than \$300,000	8% of that bid, or \$21,000
At least \$300,000 but less than \$400,000	7% of that bid, or \$24,000
At least \$400,000 but less than \$500,000	6% of that bid, or \$25,000
At least \$500,000, but less than \$1 million	5% of that bid, or \$40,000
At least \$1 million, but less than \$2 million	4% of that bid, or \$60,000
At least \$2 million, but less than \$4 million	3% of that bid, or \$80,000
At Least \$4 million but less than \$7 million	2% of that bid, or \$105,000
\$7 million or more	1% of that bid, with no dollar Limit