



BIDDING DOCUMENTS

Presented By: Northern Circle Indian
Housing Authority on August 28th 2025

BRIEF DESCRIPTION

Interior Rehabilitation, Cabinets, Paint and
Flooring Removal and Replacement within 3
Residential Units on the Grindstone
Rancheria

BID SUBMISSION

Bids are due to NCIHA's Ukiah Office no later
than 1pm on Friday, October 24th, 2025 (bid
opening)

SECTION I

REQUEST FOR BIDS

The Northern Circle Indian Housing Authority will receive bids from qualified firms and enterprises to complete work that generally consists of the **Interior rehabilitation, Interior Paint, Cabinets and Countertop Replacement and Flooring Removal and Replacement in 3 Residential units** on the Grindstone Rancheria in Elk Creek, CA. 95939. **Bids are due no later than 1pm on Friday, October 24th 2025 at Northern Circle Indian Housing Authority (694 Pinoleville Drive, Ukiah, CA. 95482).** All bids must be in a sealed envelope addressed to the attention of the "CONSTRUCTION DEPARTMENT". Sealed Bids will be opened at 1pm sharp. Each bid will be dated and time-stamped upon receipt.

Bids shall be made on the forms provided in the packet.

Bona fide bidders may obtain copies of the bid packet at the Northern Circle Indian Housing Authority. Copies of the bid packets (hard copy of digital) will be distributed upon request and can be viewed on our website www.nciha.org.

A mandatory pre-bid conference will be held on Tuesday, September 23rd, 2025 at 10:00am. Contractors will be asked to meet at the Grindstone Rancheria Tribal Office 3600 Co Rd, 24a Bush St #305, Elk Creek, CA 95939. Bidders are highly encouraged to inspect the sites and verify lineal measurements. In no event will a failure to inspect constitute grounds for withdrawal of a bid after opening or constitute grounds for a claim after contract award. Please contact William McGill, Construction Manager, at 707.468.1336 ext. 117 or via email at wmcgill@nciha.org.

Competition in this bid solicitation will be open to all qualified bidders. However, if a responsive bid is received from at least one qualified, responsible and responsive Indian Organization or Indian-Owned economic enterprise bidder and is within eight (8) percent of the bid of the lowest responsible and responsive bidder, the contract will be awarded to the Indian organization or Indian-owned economic enterprise. The term "Indian-owned economic enterprise" means any Indian-owned commercial, industrial, or business activity established and organized for the purpose of profit in which the Indian ownership constitutes not less than 51 percent. **Bidders claiming Indian preference will be required to submit, at time of bidding, a completed questionnaire that is included in bid documents titled "Instructions to Bidders".**

In order to bid and perform public work, the bidder, and any subcontractors, shall hold or obtain such licenses as required by State Statutes, and federal and local laws and regulations. Bids will be accepted only from bidders holding a **California Contractor's License Class B (General Building Contractor)**.

Contract award or proposal rejection will occur within fifteen (15) days after bid opening. The intent is to award the project to the bidder that will result in a total cost to the Owner, which is within its budget. Bids meeting all of the bid requirements included herein shall be considered for award, subject to Owner's discretion to waive any informality or irregularity. In the event that

the lowest bidder is not awarded a contract, a dissenting contractor has 48 hours in which to file a written complaint. The Contractor shall have fifteen (15) days from the issuance of the Notice of Award to obtain the required bond (if applicable) and insurance, as specified hereinafter and be prepared to execute the Agreement.

Bids will be opened at 1pm on Friday, October 24th, 2025 Bids may not be withdrawn for a period of sixty (60) days following the opening of bids without the consent of the Owner.

The Work will be considered in all respects with **180 days beginning on the date a Notice to Proceed is issued to the Contractor awarded the contract.**

Award of this contract is subject to a determination by the U.S. Department of Housing and Urban Development (HUD) that the contract is eligible to contract for federally funded activities.

William McGill
Housing Development Construction Manager
Northern Circle Indian Housing Authority
694 Pinoleville Drive
Ukiah, CA. 95482

Section II SCOPE OF WORK

General Scope of Work

Scope of Work – Residential Rehabilitation Projects Addresses:

- **3600-06 Pum Ti Ta De Lane**
 - **3600-08 Phils Way**
 - **3600-17 Phils Way**
-

General Scope (Applicable to All Three Properties)

The contractor shall furnish all labor, materials, equipment, and permits necessary to complete the following rehabilitation work at each property:

1. Flooring & Trim

- Remove and replace all existing flooring throughout residence.
- Install new baseboards in all rooms.

2. Kitchen

- Remove and replace all kitchen cabinets.
- Remove and replace countertops.

3. Windows & Blinds

- Remove and replace all existing windows throughout residence.
- Install new blinds on all windows.

4. Bathrooms

5. Master Bathroom:

- Remove existing tub and wall surround.
- Install new cultured marble walk-in shower pan and wall system.
- Install semi-frameless sliding shower door.
- Replace shower faucet, mixing valve, and all associated plumbing materials.
- Remove and replace vanity, sink, and all associated plumbing connections.
- Remove and replace existing toilet.

Grindstone Rancheria
Home Rehabilitation
GSR 01-25

Hall Bathroom:

- Remove existing tub and wall surround.
- Install new cultured marble tub and wall surround.
- Replace shower faucet, mixing valve, and all associated plumbing components.
- Remove and replace vanity, sink, and associated plumbing materials.
- Remove and replace existing toilet.

6. Doors & Hardware

- Remove and replace all interior doors.
- Install new hardware on all interior doors.
- Remove and replace interior laundry room door.

7. Electrical Devices

- Replace all outlets, light switches, and cover plates throughout residence.

Replace existing flooring throughout the home as needed.

- A&A Surfaces Glue Down Waterproof Luxury Vinyl Planks (color: Weathered Oyster)
- Install new white MDF Base Molding (3 ¼" x 144" x 9/16") throughout the home excluding the Bathrooms and kitchen which will have PVC Molding (3 ¼" x 144" x 9/16") to match the rest of house. Baseboards are to be painted White with Scuff Resistant Paint
- Any and all leveling of foundation needs to be determined by awarded contractor and be send in as additional work change order.

Replace existing cabinetry and countertops.

- Oak Grade A Cabinets and Bathroom Vanity (color: contractor to provide 3 colors – white, grey and bark) if applicable. Color to be selected by the resident
- Hampton Bay Tuscan Romano Laminate Counter Tops (cabinets and vanity)
- Upper Corner Cabinets are to be accessible, no cabinets to be installed above the refrigerator.
- Kitchen Sinks and related plumbing are to be replaced with a Glacier Bay All-in-One Drop-in

Stainless-Steel 33in. 4-hole double bowl kitchen sink

- Bathroom vanity to include installation of new drop in sink and related plumbing (glacier bay oval drop in sink white and 2 handle faucets in chrome)

Painting of the interior of home

- Homes will be painted Light Navajo White
- Baseboards will all be painted White with Scuff Resistant Paint.
- Will ensure all necessary paint prep work be completed which includes but not limited to spot any screw holes, dents, nicks, patch holes and sand texture.

Window Replacement

- New windows will be double-pane, Vinyl Framed with insect screens and security locks.

Interior Paint

- Interior walls should be painted with Satin Finish Light Navajo White
- Doors and door trim should be painted White to match baseboards.

Other Clarification

- **Bidders are strongly encouraged to confirm all measurements for cabinets, flooring, shower stalls, etc.**
- Occupants will not be present at the time of the rehabilitation. Contractor is to provide a project schedule with proposed dates for work so that NCIHA can work with the occupants to have their belongings removed for the duration of the project.
- NCIHA and the Tribe will provide a staging area for the Contractor.

BIDDER IS TO PROVIDE A SEPARATE ITEMIZED BID FORM SHOWING COST OF T&M FOR FLOORING x SQ. FT AND CABINETS AT EACH UNIT TYPE

NOTE:

NCIHA shall provide ALL bidders with notice of site visit Q&A and Clarifications

All materials to be installed per manufacture specification/instructions.

All removed materials shall be disposed of at an appropriate disposal site. All work shall abide by current International Building Code.

SECTION III

INSTRUCTIONS TO BIDDERS

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Exhibits:

- (A) Bid Form
- (B) Bid Security, Irrevocable Letter of Credit
- (C) Bid Bond
- (D) Form of Non-Collusive Affidavit
- (E) Contractor Questionnaire
- (F) Performance and Payment Bond
- (G) Irrevocable Letter of Credit
- (H) Completion Assurance Agreement for Irrevocable Letter of Credit
- (I) Cash Deposit Letter
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ATTACHMENTS K-N WILL BE DISTRIBUTED TO AWARDED CONTRACTOR

- (K) Construction Contract
- (L) Notice to Proceed
- (M) Request for Acceptance of Subcontractor
- (N) Indian Enterprise Qualification Statement

INSTRUCTIONS TO BIDDERS

I. BID FORM

A. All bids must be submitted on forms furnished by the Owner and shall be subject to all requirements of the specifications and drawings. One original bid form shall be signed and submitted. The following documents constitute a complete bid and are required to be submitted to form a responsive bid:

- (1) Bid Form (Exhibit A)
- (2) Bid Guarantee (Section 3)
- (3) Material and Labor Cost Breakdown (Upon award of Contract)
- (4) Form of Non-Collusive Affidavit (Exhibit D)
- (5) Contractor's Questionnaire (Exhibit E)
- (6) The bid package must include a statement identifying any union affiliations. If union affiliations do not exist, Please state.

B. The bid documents shall be sealed in an envelope which should be clearly labeled with the words, "**Bid Documents are only to be opened by the Construction Manager**" and show the project identification, name of bidder, and date and time of opening.

2. INTERPRETATIONS

No oral interpretation will be made to any bidder as to the meaning of the specifications and drawings. Every request for an interpretation shall be made in writing and any inquiry received ten or more days prior to the date fixed for opening bids will be given consideration.

Interpretations will be in the form of addenda which will be on file in the offices of the Northern Circle Indian Housing Authority (NCIHA) at least seven days before bids are opened. In addition, addenda will be mailed to each bidder and they shall become a part of the contract and all bidders shall be bound by such addenda whether or not received by the bidders. Any reference to the masculine gender in the contract documents includes the feminine and vice versa. Any reference to days shall be interpreted to mean calendar days.

3. BID GUARANTEE

The bid guarantee shall not be **less than five (5) percent** of the amount of the bid, and at the option of the bidder, may be a certified check, or bank draft, irrevocable letter of credit, U. S. Government bonds at par value, or a bid bond secured by a surety appearing on the Treasury Department's most current Circular 570 as amended. Any certified check, bank draft, or letter of credit must be made payable to the order of the NCIHA. The bid guarantee shall ensure the execution of the contract and the furnishing of performance and payment bond or bonds by the successful bidder in the appropriate amount. The bid guarantee of unsuccessful bidders shall be returned as soon as practicable after the opening of bids. (See Exhibits B and C).

Failure to furnish a bid guarantee in the proper form and amount, by the time set for opening of bids, may be cause for rejection of the bid.

4. NON-COLLUSIVE AFFIDAVIT

Each person submitting a bid for any portion of the work contemplated by the bidding documents shall execute an affidavit, in the form provided by the NCIHA, to the effect that he has not colluded with any other person, firm or corporation in regard to any bid submitted. Such affidavit shall be attached to the bid. (See Exhibit D).

5. BIDDER'S CONSTRUCTION EXPERIENCE

Before a bid is considered for award, the bidder may be requested by the NCIHA to submit additional information regarding his previous experience in performing comparable work, his business and technical

organization, and financial resources. If a bidder is claiming Indian Preference, he must submit a Questionnaire/Statement (Exhibit N) to the NCIHA in bid package at the time of the bid opening. This Questionnaire/Statement must include, or have attached all exhibits. "Exhibit N" attached includes:

- A. Whether he is seeking Indian Preference as a bidder;
- B. Evidence showing fully the extent of Indian ownership/control and interest in the enterprise;
- C. Evidence of structure and financing of the enterprise, major subcontracts and purchase agreements and management and profit-sharing arrangements, including evidence showing the effect of all these on the extent of Indian ownership and interest;
- D. A demonstration that the bidder has the experience and capability for timely completion of the contract work;
- E. A current financial statement indicating financial status of the enterprise;
and
- F. Current resumes of principals of the firm or company who will be active in the supervision of the work. (see Exhibit E).

6. TIME FOR RECEIVING BIDS

A. Bids received prior to the time of opening will be securely kept, unopened. The officer whose duty it is to open them will decide when the specified time has arrived, and no bid received thereafter will be considered; except that when a bid arrives by mail after the time fixed for opening, but before award is made, and it is shown to the satisfaction of the officer authorized to make the award, that the non-arrival on time was due solely to delay in the mail for which the bidder was not responsible, such bid will be received and considered. No responsibility will attach to an officer for the premature opening of a bid not properly addressed and identified. Unless specifically authorized, telegraphic bids will not be considered, but modification by FAX of bids already submitted will be considered if received prior to the hour set for opening and written confirmation of such modification, over the signature of the bidder, is placed in the mail and postmarked prior to the time set for bid opening.

B. Bidders are cautioned that, while telegraphic modifications of bids may be received as provided above, such modifications, if not explicit and if in any sense subject to misinterpretation, shall make the bid so modified or amended subject to rejection.

7. OPENING OF BIDS

At the time and place fixed for the opening of bids, every bid received within the time fixed for receiving bids will be opened and publicly read aloud, irrespective of any irregularities therein. Bidders (and/or their representatives) and other persons properly interested may be present.

8. WITHDRAWAL OF BIDS

Bids may be withdrawn on written or telegraphic request dispatched by the bidder, in time for delivery in the normal course of business, prior to the time fixed for opening; provided that written confirmation of any telegraphic withdrawal, over the signature of the bidder, is placed in the mail and postmarked prior to the time set for bid opening. Negligence on the part of the bidder in preparing his bid confers no right of withdrawal or modification of his bid after such bid has been opened.

9. AWARD OF CONTRACT: REJECTION OF BIDS

A. The contract will be awarded to the responsible bidder submitting the lowest proposal complying with the conditions of the Invitation for Bids and Instructions to Bidders, provided the bid is reasonable and it is in the interest of the NCIHA to accept it. The bidder to whom the award is made will be notified at the earliest practicable date. The NCIHA, however, reserves the right to reject any and all bids and to waive any

informality or irregularity in bids received whenever such rejection or waiver is in the interest of the NCIHA.

B. The NCIHA is prohibited from making any awards to contractors or accepting as subcontractors any individuals or firms which are on lists of contractor's ineligible to receive awards from the United States, as furnished from time to time by the U. S. Department of Housing and Urban Development (HUD). The current list of ineligible contractors is available for inspection by prospective bidders at the offices of HUD, Region IX, Office of Indian Programs.

C. The NCIHA also reserves the right to reject the bid of any bidder who has previously failed to perform properly, or to complete on time, contracts of a similar nature; who is not in a position to perform the contract; or who has habitually and without just cause neglected the payment of bills or otherwise disregarded his obligations to subcontractors, material, men or employees.

D. The ability of a bidder to obtain a performance and payment security shall not be regarded as the sole test of such bidder's competency or responsibility.

10. EXECUTION OF CONTRACT, PERFORMANCE AND PAYMENT SECURITY

Subsequent to the award of the contract and within ten days after the prescribed forms are presented for signature, the successful bidder shall execute and deliver to the NCIHA a contract in the form furnished in such number of counterparts as the NCIHA may require. **Having satisfied all conditions of the award, as set forth elsewhere in these documents, the successful bidder shall, with the approval of the NCIHA, present with the contract one of the following:**

A. Performance and Payment Bond

(1) The bond must be in a penal sum of at least the full amount of the contract as awarded, and secure the faithful performance of the contract and the payment of all persons, firms or corporations to whom the contractor may become legally indebted for labor, materials, tools, equipment, or services, of any nature, employed or used by him in performing the work. Such bond shall bear the same date as, or a date subsequent to, the date of the contract.

(2) On each bond, the rate of premium shall be stated, together with the total amount of the premium charged. The current power of attorney for the person who signs for any surety company shall be attached to such bond. The bond shall be in the form of Exhibit F.

(3) Surety companies executing bonds must appear on the Treasury Department's most current list (Circular 570 as amended) and must be authorized to transact business in the state where the project is located.

B. Letter of Credit

The contractor shall furnish (1) a Letter of Credit for one hundred percent (100%) of the total contract price, and (2) a Completion Assurance Agreement. The Letter of Credit shall read as Exhibit G. The Completion Assurance Agreement shall read as Exhibit H. The Letter of Credit shall be irrevocable and unconditional and shall be payable to the NCIHA according to its provisions and the provisions of the Completion Assurance Agreement. The Letter of Credit shall be interpreted and used in conjunction with the Completion Assurance Agreement. The Letter of Credit shall be on bank letterhead and signed by an officer of the bank legally authorized to execute it. The Completion Assurance Agreement shall be signed by the contractor and the NCIHA.

C. Cash Deposit

The contractor shall establish in a bank acceptable to the NCIHA an account in the name of the NCIHA of not less than 20 percent (20%) of the contract amount.

This account shall be in the form of Certificates of Deposit or other interest-bearing accounts. The contractor shall provide evidence of this account in the form of a letter from said bank to the NCIHA agreeing to the

terms of this procedure, along with such Certificates of Deposit or deposit acknowledgments as are applicable. This letter shall be on bank letterhead and signed by an officer of the bank legally authorized to execute it. The letter shall read as Exhibit I. The account will be administered in accordance with the terms of the letter evidencing it and a Completion Assurance Agreement (see Exhibit H).

There shall be retained, from each partial payment under the construction contract (see Section 27 F of the Supplementary Conditions), ten (10) percent of the estimated amount of such payment until 50% of the contract is completed. After which, NCIHA shall lower retention to five (5) percent if the work completed is satisfactory. The failure of the successful bidder to execute the contract and to supply the required performance and payment security within ten days after the prescribed forms are presented for signature, or within such extended period as the NCIHA may grant, shall be grounds for the NCIHA to either award the contract to the next lowest responsible bidder or re-advertise for bids. In such event, the NCIHA may charge against the bidder the difference between the amount of the bid and the amount for which a contract for the work is subsequently executed, irrespective of whether the amount thus due exceeds the amount of the bid guaranty.

11. INDIAN PREFERENCE

Attention is called to the Indian Preference provisions of the contract, set forth in the Indian Preference section of the Invitation for Bids.

1. The work to be performed under this contract is on a project subject to section 7(b) of the Indian Self-Determination and Education Assistance Act (25U.S.C. 450e (b)) (the Indian Act). Section 7(b) requires that, to the greatest extent feasible:
 - a. Preferences and opportunities for training and employment shall be given to Indians; and
 - b. Preferences in the award of contracts and subcontracts shall be given to Indian Organizations and Indian-Owned economic enterprises.
2. The parties to this contract shall comply with the provisions of section 7(b) of the Indian Act.
3. In connection with this contract, the contractor shall, to the greatest extent feasible, give preference in the award of any subcontract to Indian Organizations and Indian-Owned economic enterprises, and preferences and opportunities for training and employment to Indians.
4. The contractor shall include this section 7(b) clause in every subcontract they execute in connection with the project; and shall, at the direction of the recipient, take appropriate action pursuant to the subcontract upon a finding by the recipient of HUD that the subcontractor has violated the section 7(b) clause of the Indian Act.

12. EQUAL EMPLOYMENT OPPORTUNITY

A. Attention is called to the Equal Employment Opportunity provisions of the Contract (Section 39 of the General Conditions) and the requirements for affirmative action by the Contractor thereunder.

B. A Certification of Non segregated Facilities must be submitted prior to the award of a federally assisted construction contract exceeding \$10,000 which is not exempt from the provisions of the Equal Opportunity clause. Such a certification is printed on the bid form (Exhibit A) and is deemed executed by submission of the bid.

C. The contractor must also provide for the forwarding of the following notice to prospective subcontractors for supplies and construction contracts where the subcontracts exceed \$ 10,000 and are not exempt from the provisions of the Equal Opportunity clause:

NOTICE TO PROSPECTIVE SUBCONTRACTORS OF REQUIREMENT FOR CERTIFICATIONS OF NON SEGREGATED FACILITIES

- (1) A Certification of Non segregated Facilities must be submitted prior to the award of a subcontract exceeding \$10,000 which is not exempt from the provisions of the Equal Opportunity clause.
- (2) Contractors receiving subcontract awards exceeding \$ 10,000 which are not exempt from the

provisions of the Equal Opportunity clause will be required to provide for the forwarding of this notice to prospective subcontractors for supplies and construction contracts where the subcontracts exceed \$10,000 and are not exempt from the provisions of the Equal Opportunity clause.

D. Certifications submitted by subcontractors shall be retained in the files of the prime contractor or subcontractor receiving the certification. Where a prime contractor or subcontractor does business with a concern on a continuing basis, a single certification may be submitted periodically, rather than with each transaction.

13. PRECONSTRUCTION CONFERENCE

Within ten calendar days of contract execution and prior to the commencement of work, the contractor or his representative and all known subcontractors shall attend a Pre-construction Conference with the Owner and/or his representative. The conference will serve to acquaint the participants with the general plan of contract administration and requirements under which the construction operation is to proceed, and will inform the contractor and subcontractor in detail of their obligations under Indian preference, equal employment opportunity, and labor standards provisions, if applicable.

14. TAXES

The Tribal Government has in effect an **7.25% sales tax (Elk Creek 2025) on all materials and fixtures used in construction projects on this Rancheria**. Under the terms of the contract the NCIHA's legal council is of the opinion based on consultations with the State Board of Equalization that state sales tax does not apply to materials and fixtures used in this project.

The state sales tax exemption however depends on the contract term that requires the bidder to state in the contract the total sales price of materials to be used in the project, exclusive of the charge for installation.

Bidders must also include in all of their subcontracts the following provisions:

1. The total sales price of the materials to be used in performing the Subcontracts is \$_____, exclusive of the charge of installation.
2. Title to all materials to be used in this project shall transfer to the NCIHA at the time of delivery to the job-site and prior to the time the materials are installed by the Contractor or any subcontractor. The NCIHA shall have no obligation to pay for materials furnished under this Subcontract or the Prime Contract until they have been delivered to the job site.
3. As used in this Subcontract, the term "materials" has the same meaning as provided in 18 California Code of Regulations ("CCR") 1521 (a) (4).

The exemption from state sales tax on materials and fixtures also depends on the use by the Contractor and all Subcontractors of a state resale number at the time materials are purchased by the Contractor and all Subcontractors. The Contractor must assure that all Subcontractors use resale numbers in acquiring materials for use in this project.

The NCIHA will not assume any responsibility for state sales tax liability of any Contractor or Subcontractor who fails to obtain and use a state resale number in connection with purchasing all materials and fixtures intended for resale to the NCIHA for use in this project.

In addition, in order to assess the Tribal sales tax, all partial payment requests submitted by Contractor must include invoice showing the total cost of materials covered by the request. Under Tribal sales tax regulations, if invoices are not provided, the tribal taxing authority can estimate the tax on the best information available to it.

**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

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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 and 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

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, except 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

(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 use 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.

EXHIBIT A
Page 1 of 2
FORM OF BID

BID FOR: Grindstone Rancheria

PROJECT NO: **GSR 01-25**

PROJECT NAME: GSR Home Rehabilitation Project

TO THE: Northern Circle Indian Housing Authority
(OWNER)

The Northern Circle Indian Housing Authority:

1. The undersigned, having attended the pre-bid conferences familiarized with all existing and new conditions at the site of the work, and with the Contract documents, which include the Invitation for Bids, Instructions to Bidders, this Bid, the Bid Bond or Letter of Credit, the Non-Collusive Affidavit, the requirements for Performance and Payment Security, the form of Construction Contract, General Conditions, any applicable Special Conditions, Specifications and Drawings (and exhibits and addenda, if any thereto, and on file in the office of the Owner), hereby proposes to furnish all supervision, technical personnel, labor, material, machinery, tools, equipment, fixtures, and services including transportation services, and to perform and complete all work required within the time specified in the Contract Documents for **the GSR Home Rehabilitation Project** for the total sum shown below.

BASE BID: \$ _____ .00

_____ Dollars

ESTIMATED AMOUNTS FOR ESTABLISHING TRIBAL SALES TAX

BASE BID PROJECT MATERIALS: \$ _____

2. In submitting this bid, it is understood that the right is reserved by the Owner to reject any and all bids. If written notice of the acceptance of this bid is mailed, telegraphed or delivered to the undersigned within thirty days after the opening thereof, or at any time thereafter before this bid is withdrawn, the undersigned agrees to execute and deliver a contract in the prescribed form and furnish the required performance and payment security within ten (10) days (or within a time period as the Owner may grant) after the contract is presented to him for a signature.

EXHIBT A
Page 2 of 2

3. Security in the sum of _____ dollars

(\$ _____) in the form of _____ is submitted herewith in accordance with the Invitation to Bidders.

4. Attached hereto is an affidavit in proof that the undersigned has not colluded with any person with respect to this proposal.

5. The bidder represents that he () **has**, () **has not**, participated in a previous contract or subcontract subject to the equal opportunity clause prescribed by Executive Orders 10925, 11114, or 11246; that he () **has**, () **has not**, filed all required compliance reports, and that representations indicating submission of required compliance reports, signed by proposed subcontractors, will be obtained prior to subcontract awards. (The above representation need not be submitted in connection with subcontracts which are exempt from the clause.)

6. Certification of Non-Segregated Facilities. By signing this bid, the bidder certifies that he does not maintain or provide for his employees any segregated facilities at any of his establishments and that he does not permit his employees to perform their services at any location, under his control, where segregated facilities are maintained. He certifies further that he will not maintain or provide for his employees any segregated facilities at any of his establishments, and that he will not permit his employees to perform their services at any location, under his control, where segregated facilities are maintained. The bidder agrees that a breach of this certification is a violation of the Equal Opportunity clause in the Contract. As used in this certification, the term "segregated facilities" means any waiting rooms, work areas, restrooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated by explicit directive or are in fact segregated on the basis of race, color, religion, or national origin, because of habit, local custom or otherwise. He further agrees that (except where he has obtained identical certifications from proposed subcontractors for specific time periods) he will obtain identical certifications from proposed subcontractors prior to the award of subcontracts exceeding \$10,000 which are not exempt from the provisions of the Equal Opportunity clause; that he will retain such certification in his files; and that he will forward a notice to his proposed subcontractors as provided in the Instruction to Bidders.

NOTE: The penalty for making false statements in offers is prescribed in 18 U.S.C.1001.

Date: _____

(Name of Bidder)

Official
Address: _____

By: _____ Title: _____

Phone: _____ Fax: _____

EXHIBIT B

(Bank Letterhead)

**BID SECURITY
IRREVOCABLE LETTER OF CREDIT**

Dear _____:

We hereby authorize you to draw on us to the aggregate amount of \$ _____ (five percent of the amount of the bid) in the event _____ withdraws its bid within the bid holding period, or upon being awarded a contract, fails to provide adequate performance and payment security as required by the Contract documents.

Such drafts must be accompanied by the following document:

A written certification by you that the proceeds of any draft drawn on this Letter of Credit will be used solely to indemnify the Owner against loss or damage suffered by it resulting from any act or omission described in the above paragraph.

We warrant to you that all drafts drawn in compliance with the terms of this Letter of Credit will be unconditionally and duly honored upon delivery of the documentation specified and presented to this office.

This Letter of Credit is irrevocable and shall be in full force and effect until notification in writing is received from you that a contract for Project No. **GSR 01-25** has been awarded and executed, whereupon this Letter of Credit shall automatically be canceled.

This Letter of Credit shall not be modified or amended except upon the written agreement of this Bank and the Owner.

Sincerely yours,

President

**EXHIBIT C
BID BOND**

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned, _____
_____, PRINCIPAL, and as SURETY, are held and firmly
bound unto herein called the "Owner" in the penal sum of \$_____, lawful money of the United
States, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors,
administrators, successors and assigns, jointly and severally.
THE CONDITION OF THIS OBLIGATION IS SUCH, that whereas the Principal has submitted this
accompanying bid, dated _____,
_____, for _____

NOW, THEREFORE, if the Principal shall not withdraw said bid within the period specified therein after the
opening of the same, or, if no period specified, within sixty (60) days after the said opening, and shall within
the period specified therefore, or, if no period specified, within ten (10) days after the prescribed forms are
presented to him for signature, enter into a written contract with the Owner in accordance with the bid as
accepted, and have the required performance and payment security for the faithful performance and proper
fulfillment of such contract; or in the event of the withdrawal of said bid within the period specified, or the
failure to enter into such contract and give security within the time specified, if the Principal shall pay the
Owner the difference between the amount specified in said bid and the amount for which the Owner may
procure the required work or supplies or both, if the latter amount be in excess of the former, then the above
obligation shall be void and of no effect, otherwise it shall remain in full force and effect.

IN WITNESS WHEREOF, the above-bound parties have executed this instrument this _____ day
of _____, the name and corporate seal of each corporate party being hereto
affixed and these presents duly signed by its undersigned representative, pursuant to authority of its
governing body.

Principal

Name and Title
(Signatures must be notarized.)

Name and Title

(Power-of-Attorney for person signing for surety company must be attached to bond.)

**EXHIBIT D
FORM OF NON-COLLUSIVE AFFIDAVIT
AFFIDAVIT**

State of _____)

County of _____)

_____, being first duly sworn, deposes and says:

That he is, _____ the party making the foregoing proposal for bid, that such proposal or bid is genuine and not collusive or sham; that said bidder has not colluded, conspired, connived or agreed, directly or indirectly, with any bidder or person, to put in a sham bid or to refrain from bidding, and has not, in any manner, directly or indirectly, sought by agreement or collusion, or communication or conference, with any person, to fix the bid price of an affiliate or of any other bidder, or to fix any overhead, profit or cost element of said bid price, or of that of any other bidder, or to secure any advantage against the Owner or any person interested in the proposed contract, and that all statements in said proposal for bid are true.

Project No.: **GSR 05-25**

Location: **Grindstone Rancheria, Elk Creek, Glenn County, California**

Signature

Name and Title

Date
(Signature should be notarized.)

**EXHIBIT E
CONTRACTOR QUESTIONNAIRE**

NAME _____

EMPLOYER IDENTIFICATION NUMBER _____

D.B.A. _____

STREET ADDRESS _____

CITY _____ TELEPHONE _____

STATE LICENSE NO. _____ TYPE _____

BANK REFERENCES _____

LIST THREE MOST APPLICABLE PROJECTS OF LIKE NATURE DURING THE LAST 3 YEARS. LIST CONSTRUCTION JOBS BY NAME, ADDRESS, CONTACT PERSON AND PHONE NUMBER. PROVIDE THIS INFORMATION ON AN ATTACHED PIECE OF PAPER

HOW LONG IN BUSINESS? _____ HOW MANY EMPLOYEES? _____

ARE YOU AN EQUAL OPPORTUNITY EMPLOYER? _____

ARE YOU ELIGIBLE TO PERFORM FEDERAL GOVERNMENT WORK? _____

NAME AND ADDRESS OF INSURANCE
CARRIER: _____

Conflict of Interest: Are you or any member of your family related to (1) any employee of the Owner or member of the governing board of the Owner?

No _____. Yes _____. (2) If yes, please explain relationship:

Signature of License Holder Signature of Company Representative

(if different)

Date _____ Date _____

EXHIBIT F
Page 1 of 3
PERFORMANCE AND PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS:

THAT WE , _____

_____, as

PRINCIPAL, and _____, as SURETY, are held

firmly bound unto _____

_____ hereinafter called the

Owner, in the penal sum of _____
(\$ _____), for the payment of which sum we bind ourselves, our heirs, executors,
administrators, and successors, jointly and severally.

WHEREAS, Principal has entered into a certain Contract with the Owner, dated _____, a copy
of which is hereto attached and made a part hereof.

NOW, THEREFORE, the condition of this obligation is such that if the Principal shall in all respects fully perform the Contract and all duly authorized modifications thereof, during its original term and any extensions thereof that may be granted and during any guaranty period for which the Contract provides, and if the Principal shall fully satisfy all claims arising out of the prosecution of the work under the Contract and shall fully indemnify the Owner for all expenses which it may incur by reason of such claims, including its attorney's fees and court costs, and if the Principal shall make full payment to all persons supplying labor, services, materials, or equipment in the prosecution of the work under the Contract, in default of which such persons shall have a direct right of action hereupon; and if the Principal shall pay or cause to be paid all sales and use taxes payable as a result of the performance of the Contract as well as payment of gasoline and special motor fuel taxes in the performance of the Contract and all motor vehicle fees required for commercial motor vehicles used in connection with the performance of the Contract, then this obligation shall be void; otherwise, it shall remain in full force and effect. No modification of the Contract or extension of the term thereof, nor any forbearance on the part of the Owner shall in any way release the Principal or the Surety from liability hereunder. Notice to the Surety of any such modification, extension, or forbearance is hereby waived.

EXHIBIT F
Page 2 of 3

IN WITNESS WHEREOF, the aforesaid Principal and Surety have executed this instrument and affixed their seals hereto, this _____ day of _____.

_____ Principal	_____ Surety
_____ name and title	_____ name and title

(signatures must be notarized.)

(Power-of-Attorney for person signing for surety company must be attached to bond.)

The rate of premium on this bond is \$ _____ per thousand.

The total amount of premium charge is \$ _____.

(The above is to be filled in by Surety Company.)

CERTIFICATE AS TO CORPORATE PRINCIPAL

I, _____, certify that I am the
_____ Secretary of the corporation

named as Principal in the foregoing bond; that _____

_____, who signed the bond on behalf of the Principal, was

then _____ of said corporation; that I know his signature thereto is genuine; and that said bond was fully signed, sealed, and attested for and in behalf of said corporation by authority of its governing body.

EXHIBIT F
Page 3 of 3

DIRECTIONS FOR PREPARATION OF PERFORMANCE AND PAYMENT BOND

1. Individual sureties, partnerships or corporations not in the surety business are not acceptable.
2. The name of the Principal shall be shown exactly as it appears in the Contract.
3. The penal sum shall not be less than required by the Contract.
4. If the principals are partners or joint venture's, each member shall execute the bond as an individual and state his place of residence.
5. The official character and authority of the person(s) executing the bond for the Principal, if a corporation, shall be certified by the Secretary of Assistant Secretary thereof under the corporate seal, or copies attached to such records of the corporation as will evidence the official character and authority of the officer signing, duly certified by the Secretary of Assistant Secretary, under the corporate seal, to be true copies.
6. The current power-of-attorney of the person signing for the surety company must be attached to the bond.
7. The date of the bond must not be prior to the date of the contract.
8. The following information must be placed on the bond by the surety company:
 - A. The rate of premium in dollars per thousand; and
 - B. The total dollar amount of premium charged.
9. Type or print the name underneath each signature appearing on the bond.
10. An executed copy of the bond must be attached to each copy of the Contract (original counterpart) intended for signing.

EXHIBIT G
(Bank letterhead)

IRREVOCABLE LETTER OF CREDIT
(Address to Owner)

Dear _____:

We hereby authorize you to draw on us to the aggregate amount of \$ _____ in the event _____ defaults, or fails to complete construction and/or payments under that certain Construction Contract with you dated _____.

Such drafts must be accompanied by:

1. Completion Assurance Agreement dated _____ for the project known as Project Number: **GSR 05-25**
2. Written certification by you that the proceeds of any draft drawn on this Letter of Credit will be used solely for the purposes and interests described in the Completion Assurance Agreement.

We warrant you that all drafts drawn in compliance with the terms of this Letter of Credit will be duly honored upon delivery of documentation specified and presented to this office until _____ or until fifteen months after the date of substantial completion of the Construction Contract dated between _____, the contractor, and _____, the Owner, as the said date of substantial completion is defined in said Construction Contract, whichever first occurs.

This Letter is irrevocable and shall be in full force and effect unless notification in writing is received by you canceling same.

This credit shall not be modified or amended except upon the written agreement of this Bank and the Owner.

Sincerely,

President

(cc: Contractor)

EXHIBIT H
Page 1 of 2

COMPLETION ASSURANCE AGREEMENT

THIS AGREEMENT made this _____ day of _____ by and between
the _____ (Owner)
and _____ (Contractor).

WITNESSETH

WHEREAS, the Contractor and the Owner have entered into a Construction Contract dated _____, providing for the construction of a project described in such Contract; and

WHEREAS, the Contractor desires to meet his obligations to supply 100 percent Performance and Payment Bonds with a substitution of another form of security; and

WHEREAS, the Owner has determined that a Letter of Credit arrangement would provide sufficient security in lieu of a performance and payment bond.

NOW THEREFORE, in consideration of the mutual promises and undertakings herein contained, and for the purpose of inducing the Owner to substitute a Letter of Credit arrangement for a Performance and Payment Bond, the parties hereto agree that:

1. The Contractor has provided the Owner with an unconditional, irrevocable, Letter of Credit (Fund), issued by a banking institution in the amount of \$ _____ to secure and indemnify the Owner for any expense, loss or damage suffered or sustained as a result of any default by the Contractor in the performance of its obligations under the Construction Contract. It is expressly understood and agreed that said Fund shall at all times be under the control of the Owner.
2. All disbursements from the Fund shall be authorized and made by the Owner.
3. The Fund shall be maintained as a separate trust account and may be drawn in increments up to its aggregate amount or the aggregate may be drawn. Any incremental draw will not impair or diminish the right of the Owner to make subsequent draws in any amount(s) up to the aggregate amount of the Fund. The proceeds of a draw may be disbursed as follows:
 - A. To the Contractor during the course of construction to promote the completion of the project, as may be deemed necessary by the Owner.
 - B. To the Owner the entire fund or balance remaining therein in the event of a default by the Contractor under the Construction Contract to be used by the Owner to indemnify it for any loss, damage or expense whatsoever which it may suffer by reason of the Contractor's failure to perform the Construction Contract.
 - C. To the Contractor the balance of such fund remaining after three months from the date of substantial completion, as defined in Section 54 of the General Conditions, but only so long as the Project is free and clear of any liens, claims or encumbrances whatsoever. There shall be withheld from the payment of said balance an amount equal to 2-1/2 percent of the total amount of the Construction Contract, which sum is to be retained in account for a period of fifteen months from the date of substantial completion or for another period less than fifteen months if authorized by the Owner. Said sum shall be

EXHIBIT H
Page 2 of 2

held as a Fund to guarantee against defects in construction due to faulty materials or workmanship or damage to the premises resulting from such defects, which defects or damage become apparent within one year from the date of substantial completion. Said sum may be used for the correction of defects or damage in the event the Contractor fails to make such corrections. The Contractor's liability for such corrections is not limited by the amount of such sum.

4. It is agreed the Contractor may provide a separate unconditional and irrevocable Letter of Credit to satisfy the requirement set forth in paragraph 3C.. above, that **2-1/2 percent** of the total Construction Contract amount, for latent defects, to be retained for fifteen months beyond the date of substantial completion. If such separate unconditional and irrevocable Letter of Credit is provided, it must be delivered to the Owner and made subject to this Completion Assurance Agreement before any balance remaining in the Fund is released to the Contractor or the Fund is canceled.

5. Any other provision of this Agreement notwithstanding, it is understood and agreed that no funds may be disbursed to the Contractor so long as there are any outstanding liens, claims or encumbrances against the project, written notice of which have been received by the Owner. If any such claims, liens and encumbrances have not been removed or resolved, and written notice of such removal or resolution received by the Owner by the date of substantial completion, the Owner may in its sole discretion exercise any of its rights under the Construction Contract General Conditions.

6. It is expressly understood by all parties hereto that in the event of a default by Contractor in any of its obligations under the Construction Contract, the entire Fund, any part thereof, or balance remaining therein may, at the option of the Owner, be paid to Owner together with an assignment of all rights granted to the Owner.

7. This agreement shall not alter or limit the obligations and liabilities of the Contractor under the Construction Contract, but shall be deemed to be additional security for the performance by the Contractor of its obligations thereunder.

8. It is understood and agreed in the event the fund is held by a depository, that the depository is not charged with any duty or responsibility to see to the performance of or compliance with any agreements between any of the parties hereto other than that of paying over the fund as directed in writing by the Owner, nor to see to the application of the Fund after making disbursements as so directed. It is expressly understood and agreed that any claim, controversy, dispute or disagreement which may exist between the Contractor and the owner shall have no effect whatsoever upon the obligation of the Depository to pay the Owner promptly upon receipt of a notice issued pursuant to the terms of the Fund and this Agreement.

_____ Contractor	_____ Owner
_____ (name and title)	_____ (name and title)
Approved by Bank:	Name and Title
_____	_____

EXHIBIT I
(Bank Letterhead)
CASH DEPOSIT LETTER

(Address to Owner)

Dear _____:

This will acknowledge that this Bank has established an account in the amount of \$ _____ with funds received from

_____ is account has been issued in the name of

_____ and the original certificate manifesting the same is being handed to you herewith. It is our understanding that this account is being established in lieu of performance and payment bonds customarily furnished in construction projects. The account shall serve as the "Fund" referred to in the Completion Assurance Agreement, dated _____, by and between the Owner and the Contractor.

The Bank shall pay over all or part of the funds in the account together with interest herein to the Owner, or to another as the Owner may designate, upon written notification by the Owner to the Bank of a default by the Contractor under the Construction Contract, or of the Contractor's failure to perform the Construction Contract.

The Bank shall pay over all or part of the funds in the account upon proper notification by the Owner without regard to any objections, claims, defenses, assertions, or actions by the Contractor or any other person or entity acting on behalf of the Contractor. The Bank specifically recognizes that any controversy, dispute, claim or disagreement which may exist between the Contractor and the Owner have no effect whatsoever upon the obligation of the Bank to pay the Owner promptly upon receipt of the notice referred to above.

Sincerely,

President

EXHIBIT J
Page 1 of 2
COMPLETION ASSURANCE AGREEMENT

THIS AGREEMENT made this _____ day of _____ by and between
the _____ (owner) and
_____ (Contractor).

WITNESSETH

WHEREAS, the Contractor and the Owner have entered into a Construction Contract dated _____, providing for the construction of a project described in such Contract;
and

WHEREAS, the Contractor desires to meet his obligations to supply 100 percent Performance and Payment Bonds with a substitution of another form of security; and

WHEREAS, the Owner has determined that a cash deposit arrangement would provide sufficient security in lieu of a Performance and Payment Bond.

NOW THEREFORE, in consideration of the mutual promises and undertakings herein contained, and for the purpose of inducing the Owner to substitute a cash deposit arrangement for a Performance and Payment Bond, the parties hereto agree that:

1. The Contractor has provided the Owner with a letter dated _____, from a banking institution evidencing the deposit of funds in an account (Fund) in the amount of \$ _____. The Fund has been established in the name of the Owner to secure and indemnify it for any expense, loss or damage suffered or sustained as a result of any default by the Contractor in the performance of its obligations under the Construction Contract. It is expressly understood and agreed that said Fund shall at all times be under the control of the Owner.
2. All disbursements from the Funds shall be authorized and made by the Owner.
3. The Fund shall be maintained as a separate trust account and may be drawn in increments up to its aggregate amount or the aggregate may be drawn. Any incremental draw will not impair or diminish the right of the Owner to make subsequent draws in any amount(s) up to the aggregate amount of the Fund. The proceeds of a draw may be disbursed as follows:
 - A. To the contractor during the course of construction to promote the completion of the project, as may be deemed necessary by the Owner.
 - B. To the Owner the entire Fund or balance remaining therein in the event of a default by the contractor under the Construction Contract to be used by the Owner to indemnify it for any loss, damage or expense whatsoever which it may suffer by reason of Contractor's failure to perform the construction contract.
 - C. To the Contractor the balance of such Fund remaining after three months from the date of substantial completion, but only so long as the Project is free and clear of any liens, claims or encumbrances whatsoever. There shall be withheld from the payment of said balance an amount equal to 2-1/2 percent of the total amount of the Construction Contract, which sum is to be retained in account for a period of fifteen months from the date of substantial completion or for another period less than fifteen months if authorized by the Owner. Said sum shall be held as a Fund to guarantee against defects in construction due to faulty materials or workmanship or damage to the premises resulting from such defects, which defects or damage become apparent within one year after date of substantial completion. Said sum may be used for the correction of defects or damage

EXHIBIT J
Page 2 of 2

in the event the Contractor fails to make such corrections. The Contractor's liability for such corrections is not limited by the amount of such sum.

4. It is agreed that Contractor may provide a separate unconditional and irrevocable Letter of Credit to satisfy the requirement, set forth in paragraph 3C.. above, that 2-1/2 percent of the total Construction Contract amount, for latent defects, to be retained for fifteen months beyond the date of substantial completion. If such separate unconditional and irrevocable Letter of Credit is provided, it must be delivered to the Owner and made subject to this Completion Assurance Agreement before any balance remaining in the fund is released to the Contractor or the Fund canceled.

5. Any other provision of this Agreement notwithstanding, it is understood and agreed that no funds may be disbursed to the Contractor so long as there are any outstanding liens, claims or encumbrances against the Project, written notice of which have been received by the Owner. If any such claims, liens and encumbrances have not been removed or resolved, and written notice of such removal or resolution receive by the Owner, by the date of substantial completion, the Owner may in its sole discretion exercise any of its rights under the General Conditions of the Construction Contract.

6. It is expressly understood by all parties hereto that in the event of a default by the Contractor in any of its obligations under the Construction Contract, the entire Fund, any part thereof, or balance remaining therein may, at the option of the Owner, be paid to the Owner together with an assignment of all rights granted to the Owner.

7. This Agreement shall not alter or limit the obligations and liabilities of Contractor under the Construction Contract, but shall be deemed to be additional security for the performance by the Contractor of its obligations thereunder.

8. It is understood and agreed that in the event the Fund is held by a depository, that the depository is not charged with any duty or responsibility to see to the performance of or compliance with any agreements between any of the parties hereto other than that of paying over the Fund as directed in writing by the Owner, nor to see to the application of the Fund after making disbursements as so directed. It is expressly understood and agreed that any claim, controversy, dispute or disagreement which may exist between the Contractor and the Owner shall have no effect whatsoever upon the obligation of the depository to pay the Owner promptly upon receipt of a notice issued pursuant to the terms of the Fund and this Agreement.

9. Notwithstanding any other provision of the Construction Contract, it is agreed the fund will be administered pursuant to the terms of the Fund, this Agreement and any consistent provisions in the Construction Contract. Any inconsistent provisions in the Construction Contract shall be superseded and controlled by the Fund and this Agreement. It is expressly agreed that reference to this Agreement or collateral Construction Contract document does not make the issuance of the Fund conditional.

Contractor

Owner

(name and title)

(name and title)

Approved by Bank:

Grindstone Rancheria
Home Rehabilitation
GSR 01-25

**EXHIBIT K
CONSTRUCTION CONTRACT**

This contract made this ____ day of _____, by and between _____, herein called the "Contractor", and the Northern Circle Indian Housing Authority, herein called the " Owner". The Contractor and the Owner agree as follows:

Statement of Work

The Contractor shall furnish all labor, material, equipment and services, and perform and complete work required for the construction of Project No. **GSR 05-25** consisting of the bathroom rehab and cabinets and flooring project in strict accordance with the contract documents listed herein.

Contract Price

The owner shall pay the Contractor for performance of the contract, subject to additions or deductions as provided in the Contract:

1. The sum of _____ dollars (\$ _____) for materials, exclusive of the charge for installation; and
2. The sum of _____ dollars (\$ _____) for all other costs to complete the Work in accordance with the Contract Documents, including the cost to install materials, labor, fixtures, overhead and profit.
3. The total contract includes items 1 and 2, above, _____ dollars (\$ _____).

Contract Documents

1. Invitation for Bids, Instructions to Bidders, the form of bid, the Bid Bond, the Non-Collusive Affidavit, the requirements for Performance and Payment Security, the form of Construction Contract, General Conditions, any applicable Special Conditions, Specifications, and Drawings (and exhibits and addenda, if any thereto, and on file in the office of the Owner); and

2. The following exhibits, if any, each of which has been initiated by the parties or otherwise appropriately identified: (if none, insert none").

IN WITNESS WHEREOF, the parties hereto caused this Instrument to be executed in three (3) original counterparts as of the day and year first above written.

For the Contractor:

For the Owner:

By: _____

By: _____

Title: _____

Title: _____

Business Address:

Business Address

Telephone: _____

Telephone: _____

EXHIBIT L
NOTICE TO PROCEED

Date _____

Contractor _____

Address _____

SUBJECT: **Grindstone Rancheria Home Rehabilitation Project**

Project No. **GSR 01-25**

Project Name and Location: Grindstone Rancheria Home Rehabilitation Project , Grindstone Rancheria,
Elk Creek, Glenn County, Ca.

Amount of Contract \$ _____

Gentlemen:

Pursuant to the terms of your Contract, dated _____, you are hereby notified to
commence work thereunder at the start of business on _____. The time for completion
set forth herein is _____calendar days, including the starting day, which establishes
_____as the completion date.

Please acknowledge receipt of this Notice to Proceed by signing, dating, and returning this document to
the Contracting Officer.

Sincerely,

ACCEPTED: (Owner)

By: _____

By: _____

Title: _____

Title: _____

License No. _____

Date: _____

**EXHIBIT M
REQUEST FOR ACCEPTANCE OF SUBCONTRACTOR**

Date _____
Project No. **GSR 01-25**

TO: _____

In accordance with our prime contract for the **Grindstone Home Rehabilitation Project** we request acceptance of the following proposed subcontractor to perform work or supply material as indicated below:

1. _____
(Name)
2. Scope of Work: (state kind of work, if labor, material or both, and give Specification Reference)
3. The subcontractor's non-collusive affidavit in the form required by our contract is furnished herewith (original only attached to the original of this request)
4. We warrant that the provisions required by our contract to be inserted in each subcontract will be inserted in this subcontract.
5. We certify that this proposed subcontractor is not ineligible to receive awards of contracts from the United States as evidenced by the list or lists of debarred contractors maintained by HUD.
6. There will be no assignment of interest in this subcontract except as follows (if none, so state):
7. Terms of Payment **Price: \$**
8. Remarks:

(Prime Contractor)

By: _____ Title: _____

ACCEPTANCE OR REJECTION

The proposed subcontractor named above is _____

If accepted, the contracting party giving such acceptance assumes no responsibility in connection with the form or terms of the subcontract nor the performance of the subcontractor and this form *will not be returned*. If rejected, the reason(s) will be briefly stated herein and this form *will be returned* within 10 days after receipt.

Date: _____
(Contracting Officer)

**EXHIBIT N
INDIAN PREFERENCE
QUALIFICATION APPLICATION**

_____ herein submits to Northern Circle Indian (Name of Applicant) Housing Authority (NCIHA) the following application seeking to qualify as a 51% or more Indian Owned and controlled economic enterprise or tribal organization so it can be eligible for Indian Preference in NCIHA's selection and award of contracts, subcontracts, employment and training. This application must be submitted in a timely manner and by a date prescribed by NCIHA in order for the Applicant to be considered eligible for Indian Preference. Applicant may be required to periodically resubmit this application from time to time.
--

Name of Organization/Enterprise:	
Address:	
Phone Number:	Fax Number:
E-Mail:	

I. Organization

- a. Are you:
 - i. a private for profit or non-profit company, or
 - ii. a Tribal Organization
- b. Circle One
 - i. Corporation
 - ii. Partnership
 - iii. Joint Venture
 - iv. Sole Proprietorship
 - v. Other (describe): _____
- c. Date Established _____
- d. Place Established _____
- e. Dates organization/enterprise changed or amended as to ownership and management:

- f. Attach to this application current organization/enterprise documents (including where appropriate Articles of Incorporation and bylaws)

II. Current Ownership

- a. Date current ownership was established _____

Current Ownership fill out an additional disclosure for each owner that is an entity				
Name	Check if enrolled in a federally recognized tribe	Address	Telephone	% of Ownership

- b. Attach to this application official evidence or record of enrollment of all owners who are enrolled members of federally recognized tribes.
- c. Name any companies or individuals that provide management or administrative services to your company:
- _____
- _____
- d. How many employees do you currently have: _____
- e. Name who has made capital contributions to your company:
- _____
- _____
- f. Explain who will get your profit on this contract and what percentage:
- _____
- _____
- g. Who is your bank and the name and telephone number of the bank official that you work with:
- _____
- _____
- h. What agency and what insurance company provides our insurance (include telephone number):
- _____
- _____
- i. If you are a construction company, what agency and what bonding companies provide your bid, performance and payment bonds (include telephone number):
- _____
- _____
- j. Explain who will contract or subcontract more than 10% of your work to:
- _____
- _____

- k. If you are supplying good, name companies that will provide you 10% or more of the goods to be provided under the contract you are seeking (identify if they are 51% or more Indian owned and controlled by an enrolled member of a federally recognized tribe):

III. Past and Current Performance

- a. Have you or any owner of your entity had any of the following occur in the past 10 years (circle those, if any, that apply):

- i. Filed bankruptcy or petition into bankruptcy
- ii. Sued regarding a contract or payment of a contract
- iii. Sued regarding contract, performance or payment of a contract
- iv. Failed to complete a contract on time
- v. Had a claim made on a bond provided on your behalf
- vi. Involved in arbitration regarding a contract or its performance
- vii. Had a contract terminated for cause
- viii. Denied Indian Preference after seeking it
- ix. Debarred, suspended or other sanctions
- x. Failed to properly pay a supplier, subcontractor, employee as required by this contract
- xi. Any legal judgments entered against you
- xii. Another other incident involving performance of a contract where claims or disputes arose

- b. If any of the above apply, please explain in an attached narrative
- c. Name other companies in business similar to what you now do that you and your owners have operated or owned in the last 10 years:

List all Tribes, Tribally Designated Housing Entities, and Indian Housing Authorities that you have had a contract with in the past 10 years (include the years you had the contracts):

IV. Control

- a. List all officers and any Board members of your company and identify if that are enrolled in a federally recognized Tribe. If so, indicate which Tribe as well as what management duties they have:

- b. If any of the above individuals have employment, positions or contracts with or interests in (including ownership) other companies, please identify and explain, including % or work time they spend in that position:

- c. If you are a construction company, list your core crew employees:

- d. What companies or individuals, if any, are mentoring or providing you assistance (including but not limited to loans, capital or staff) to develop as a company and explain in an attached narrative:

- e. Disclose here, and explain in an attached narrative, any agreements or arrangements whereby some or all of your company is managed, administered or run in whole or in part by an individual or company not otherwise explained in this application:

- f. Disclose here, and explain in an attached narrative, any public or private agreements, or arrangements, other than those fully disclosed and explained elsewhere in this application, whereby individuals (i.e., service agreements, supplier contracts or subcontracting) or companies received profit from your company:

By submitting this Application, you are asserting that you believe and know yourself to be a 51% or more Indian owned and controlled economic enterprise or Tribal organization.

Where not enough space has been provided on this form to allow you to fully explain your answers use additional sheets and attach to this application.

Your application must be truthful and correct. Making false or misleading statements could subject your company and the individual signing this Application to criminal prosecution and civil penalties since the contract may be funded with government funds.

If any changes in these circumstances or others that impact your eligibility for Preference occur prior to the award of a contract or during the performance of such a contract, you agree to immediately notify Northern Circle Indian Housing Authority (NCIHA).

Furthermore, if based on additional information or changes in circumstances, you should, in the opinion of NCIHA lose 51% or more Indian ownership or control of you company, you will lose eligibility for Indian Preference.

If applicant is Sole Proprietor, sign below:

Name: _____ Date: _____

If applicant is in a Partnership or Joint Venture, all Partners must sign below:

Name: _____ Date: _____

Name: _____ Date: _____

If applicant is a Corporation:

Name: _____ Date: _____
(President or CEO's signature)

SUPPLEMENTARY CONDITIONS TO THE CONTRACT

The following supplements modify, change, delete from or add to the “General Conditions of the Contract – form HUD 5370, OMB 2577-0157” Where any Article of the General Conditions is modified or any Paragraph, Subparagraph or Clause thereof is modified or deleted by these Supplementary Conditions, the unaltered provisions of that Article, Paragraph, Subparagraph or Clause shall remain in effect.

1. TRIBAL SALES TAX

The Contractor shall pay a tribal use tax of **7.25%** on all materials and fixtures furnished to Owner under this Agreement by the Contractor or any subcontractor and used in performing the Work under this Agreement. Contractor shall comply with any reasonable rules, regulations or directions of the Tribal Council of the Grindstone Rancheria (Tribe) and otherwise cooperate with the Tribe in its assessment and collection of the tribal use tax.

Contractor agrees that the Owner may deduct from payments otherwise due Contractor under this Agreement any taxes which are owing to the Tribe, if the Contractor fails to comply with such rules, regulations, or directions.

3. ARCHITECT’S DUTIES, RESPONSIBILITIES, AND AUTHORITY

Paragraph 3 headed **ARCHITECT’S DUTIES, RESPONSIBILITIES, AND AUTHORITY** Architect’s Duties, Responsibilities and Authority: Replace subsection (a) with the following:

- (a) The Architect for this contract, and any successor or a person acting in lieu of the architect, shall be designated in writing by the contracting officer. A person acting in lieu of the architect shall perform the functions assigned in this paragraph to the architect.

27. PAYMENTS

Paragraph 27, headed PAYMENTS in the General Conditions is replaced in its entirety by the following.

- (a) The PHA shall pay the Contractor the price as provided in this contract.
- (b) The PHA shall make progress payments approximately every 30 days as the work proceeds, on estimates of work accomplished which meets the standards of quality established under the contract, as approved by the Contracting Officer, and the delivery and proper storage of materials at the job-site or other location within the boundaries of the Grindstone Rancheria as are approved by the PHA. The PHA may, subject to written determination and approval of the Contracting Officer, make

more frequent payments to contractors which are qualified small businesses.

(c) Before the first progress payment under this contract, the Contractor shall furnish, in such detail as requested by the Contracting Officer, a breakdown of the total contract price showing the amount included therein for each principal category of the work, which shall substantiate the payment amount requested in order to provide a basis for determining progress payments. The breakdown shall be approved by the Contracting Officer. The values and quantities employed in making up this breakdown are for determining the amount of progress payments and shall not be construed as a basis for additions to or deductions from the contract price. The Contractor shall prorate its overhead and profit over the construction period of the contract.

(d) The Contractor shall submit, on forms provided by the PHA, periodic estimates showing the value of the work performed during each period based upon the approved breakdown of the contract price, and of the materials delivered and property stored at the job site or other approved location. Such estimates shall be submitted not later than 10_ days in advance of the date set for payment and are subject to correction and revision as required. The estimates must be approved by the Contracting Officer with the concurrence of the Architect prior to payment.

(e) Along with each request for progress payments and the required estimates, the Contractor shall furnish the following certification, or payment shall not be made:

I hereby certify, to the best of my knowledge and belief, that:

(1) The amounts requested are only for performance in accordance with the specifications, terms, and conditions of the contract;

(2) Payments to subcontractors and suppliers have been made from previous payments received under the contract, and timely payments will be made from the proceeds of the payment covered by this certification, in accordance with subcontract agreements; and,

(3) This request for progress payments does not include any amounts which the prime contractor intends to withhold or retain from a subcontractor or supplier in accordance with the terms and conditions of the subcontract.

(f) The PHA shall **retain ten (10) percent** of the amount of progress payments until completion and acceptance of all work under the contract; except, that if upon completion of 50 percent of the work. After which, the PHA shall lower retention to 5% if the work completed is satisfactory. If the Contracting Officer subsequently determines that the Contractor's performance and progress are unsatisfactory, the PHA shall reinstate the ten (10) percent (or other percentage as provided in State law) retainage until such time as the Contracting Officer determines that performance and progress are satisfactory.

NCIHA shall **retain five (5) percent** of the Contract Amount to secure the Contractor's

warranty and shall remit the unused portion of the amount at the end of the warranty prior. The time limit of the warranty shall not apply to any latent defects, or gross mistakes or fraud on the part of the Contractor.

(g) All materials shall be delivered to and properly stored at the job site or other approved location before installation into the Work. Progress payments must include the cost of such materials, which shall be insured to cover its full value and used to perform this contract. Title to the materials shall transfer to the PHA upon payment therefor and prior to installation into the Work. Before any progress payment which includes delivered material is made, the Contractor shall furnish such documentation as the Contracting Officer may require to assure the protection of the PHA's interest in such materials. The Contractor shall remain responsible for such stored material notwithstanding the transfer of title to the PHA.

(h) All material and work covered by progress payments made shall, at the time of payment become the sole property of the PHA, but this shall not be construed as (1) relieving the Contractor from the sole responsibility for all material and work upon which payments have been made or the restoration of any damaged work; or, (2) waiving the right of the PHA to require the fulfillment of all of the terms of the contract. In the event the work of the Contractor has been damaged by other contractors or persons other than employees of the PHA in the course of their employment, the Contractor shall restore such damaged work without cost to the PHA and to seek redress for its damage only from those who directly caused it.

(i) The PHA shall make the final payment due the Contractor under this contract after (1) completion and final acceptance of all work; and (2) presentation of release of all claims against the PHA arising by virtue of this contract, other than claims, in stated amounts, that the Contractor has specifically excepted from the operation of the release. Each such exception shall embrace no more than one claim, the basis and scope of which shall be clearly defined. The amounts for such excepted claims shall not be included in the request for final payment. A release may also be required of the assignee if the Contractor's claim to amounts payable under this contract has been assigned.

(j) Prior to making any payment, the Contracting Officer may require the Contractor to furnish receipts or other evidence of payment from all persons performing work and supplying material to the Contractor, if the Contracting Officer determines such evidence is necessary to substantiate claimed costs.

(k) The PHA shall not; (1) determine or adjust any claims for payment or disputes arising there under between the Contractor and its subcontractors or material suppliers; or, (2) withhold any moneys for the protection of the subcontractors or material suppliers. The failure or refusal of the PHA to withhold moneys from the Contractor shall in nowise impair the obligations of any surety or sureties under any bonds furnished under this contract.

31. DISPUTES

Disputes: Replace subsection (e) with the following:

(e) The Contracting Officer's decision shall be final unless (1) the Contractor appeals in writing to a higher level in the PHA in accordance with the PHA's policy and procedures, (2) the parties agree to refer the appeal to an independent mediator or arbitrator.

33. LIQUIDATED DAMAGES

Article 33. Liquidated Damages, paragraph (a) Insert the following at the beginning of paragraph (a): The parties agree that this provision on liquidated damages is governed by Cal. Civil Code Section 1671 (b) and that amount of liquidated damages specified in this paragraph 33 is reasonable based on the information available to the parties at the time this contract was entered.

36. INSURANCE

Section 36 in the General Conditions is replaced with Section III in the bid package headed: INSURANCE REQUIREMENTS FOR CONTRACTORS.

37. HUD REGULATIONS - 2 CFR §200.326.

Pursuant to 2 C.F.R. § 200.327, those portions of Appendix II to Part 200 of Title 2 of the Code of Federal Regulations applicable hereto are hereby incorporated herein as though the language, clauses, provisions, and requirements that must be included are actually set forth herein. Contractor certifies compliance with Appendix II as applicable.

SPECIAL CONDITIONS TO THE CONTRACT

Section 1. TIME OF COMPLETION.

The Contract Work shall be commenced at the time stipulated in the Notice to Proceed to the contractor and shall be fully completed within **180** consecutive calendar days thereafter.

Section 2. RAIN DAYS

Rain days will not be allowed unless reported and claimed within 24 hours from when the contractor was aware of the event. A claim shall include a statement that work scheduled could not be accomplished and that no other work could be done in its place.

Section 3. TRIBAL WAGE RATES

General Condition No. 46 does not apply to this contract, because the Tribe has adopted tribal resolution no. 2013-02-01 ("tribal prevailing wage law") (updated 2020) which establishes prevailing wage rates that are required to be paid under this construction contract. Contractor and all subcontractors shall pay **no less** than the prevailing wages as established by and shall otherwise comply with the tribal prevailing wage law, a copy of which has been furnished to Contractor. (See 25 U.S.C. Sec. 4114(b)(3)). See wage rates on page 7.

(CONTINUE TO NEXT PAGE)

Residential Tribal Wage Rates Glenn COUNTY	
Craft	Base Wage
Bricklayer	\$ 27.34
Bricklayer's Helper	\$ 20.26
Building Laborer	\$ 20.67
Carpenter	\$ 26.60
Cement Mason	\$ 26.00
Drywall Installer	\$ 26.60
Drywall Taper	\$ 26.55
Electrician	\$ 30.50
Floor Layer	\$ 24.95
Mill Wright	\$ 26.16
Operating Engineer	\$ 30.77
Painter	\$ 27.60
Plasterer	\$ 26.33
Plasterer Helper	\$ 20.65
Plumber	\$ 31.53
Reinforcing Ironworker	\$ 27.64
Roofer	\$ 26.32
Sheet Metal Worker	\$ 30.19
Sprinkler Fitter	\$ 30.98
Tile Layer	\$ 26.46
Truck Driver	\$ 22.26

Updated 2024

NOTE: When adopted there are the minimum rates to be paid for these classifications on any NAHASDA funded construction/rehab or maintenance projects. Certified payroll shall be submitted showing compliance with the Tribe's Tribal Wage Rate when requesting payment.

Certified payroll shall be submitted showing compliance with the Tribe's Tribal Wage Rate when requesting payment.

SPECIFICATIONS AND PLANS

The specifications for the project are included in the Hand Book titled, "Scope of Work".

BIDDING REQUIREMENTS AND CONDITIONS

The bidder's attention is directed to the special provisions for the requirements and conditions which the bidder must observe in the preparation of the bid form and the submission of the bid.

