



# FALLON PAIUTE SHOSHONE TRIBE

## SOLICITATION DOCUMENTS

<b>PROJECT TITLE</b>	<b>DEMOLITION OF TWO (2) HOMES PROJECT</b>
<b>SOLICITATION DATE</b>	<b>May 31, 2019</b>
<b>BID DUE DATE</b>	<b>June 21, 2019</b>
<b>ISSUED BY:</b>	<b>Marrisa Fillmore</b> <b>Acting Housing Director</b> <b>(775)423-3321</b> <a href="mailto:adminassistant@fpst.org">adminassistant@fpst.org</a>

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## SECTION A – REQUEST FOR BIDS

**PROJECT TITLE:**     **DEMOLITION OF TWO (2) HOMES PROJECT**

**LOCATION:**             Fallon Paiute Shoshone Tribe  
Fallon Indian Reservation  
Churchill County, Fallon NV.

**GENERAL PROJECT INFORMATION** - The Fallon Paiute Shoshone Tribe desires to enter into a contract with a licensed construction contractor for the demolition of two (2) homes owned by the Tribe at 795 and 797 Tule Street located on the Fallon Paiute Shoshone Colony. The houses are being demolished because of sinking foundations. The construction project will be contracted by the Fallon Paiute Shoshone Tribe, hereinafter referred to as the “Tribe”. The Tribe will enter into a contract with a construction contractor hereinafter referred to as the “Contractor” to have the Contractor perform the construction work described in these documents. The Tribe will make payment for the work to the Contractor from available federal funds. The Contractor will not be required to enter into any form of agreement with the Federal Government.

**SCOPE OF WORK:** The work under this solicitation consists of total demolition and haul away of all materials. Contractor will be responsible for disconnection of electrical, plumbing, sewer lines, propane, and water lines and to stub them off for future connections. The Contractor will remove the concrete slab foundation and haul away. The Contractor will clear the lot of all growth and debris and haul away. The Contractor will level the lot. The Contractor will be responsible for any existing fencing.

**LENGTH OF PROJECT:** The Tribe and Contractor will establish a reasonable completion schedule in accordance with acceptable conditions. The Tribe considers this project a high priority.

**BIDDING** - The Fallon Paiute Shoshone Tribe, Housing Department will receive sealed bids in accordance with the instructions and conditions to bidders in the Solicitation/Specification packet. Sealed bids will be publicly opened and read aloud at **1:30 p.m.** Pacific Daylight time on **Friday, June 21, 2019** at the Housing Department office, 2055 Agency Road, Fallon, NV.

**CONTACTS** – Interested Contractors can request an inspection of both homes or more information regarding this Request for Bids and a complete copy of the solicitation by contacting Tony Greene, Project Manager by email at [projectmgr@fpst.org](mailto:projectmgr@fpst.org) , or by telephoning the Housing Department Office at (775)423-6075.

## SECTION B - INSTRUCTIONS TO BIDDERS

### B.1 SOLICITATION DEFINITIONS

- (a) "Contracting Officer" (CO) a person with the authority to enter into, administer, make changes, and/or terminate contracts and make related determinations and findings. The Contracting Officer is the authorized representative for the Fallon Paiute Shoshone Tribe and is responsible for overall administration of this contract. If the Contracting Officer is unavailable at any time, the Tribal Vice-Chairman is authorized to function as the Contracting Officer. The Contracting Officer may be contacted at the address provided below:

Len George, Tribal Chairman  
Fallon Paiute Shoshone Tribe  
565 Rio Vista Drive  
Fallon, Nevada 89406  
(775)423-6075

- (b) "Housing Director" (HD) means the person responsible for overseeing the administration of contracts, reviewing contractor vouchers, preparing contract changes, reviewing submittals, labor compliance, scheduling, field inspection, testing, construction closeout. The HD will perform these duties in conjunction with Housing Department Staff and Tribal representatives in getting all construction documents reviewed and prepared for appropriate signatures. All contract requirements will be forwarded to the CO through the HD. The Housing Department is responsible for completing the project(s) of this solicitation. The HD can be contacted at:

Marrisa Fillmore, Acting Housing Director  
Fallon Paiute Shoshone Housing Department  
2055 Agency Road  
Fallon, Nevada 89406  
(775)423-3321  
[adminassistant@fpst.org](mailto:adminassistant@fpst.org)

- (c) "Tribe/Owner" – means the Fallon Paiute Shoshone Tribe, a federally recognized Indian Tribe.
- (d) "Project Manager" means the representative responsible for developing and implementing Project(s) of this solicitation. The Project Manager can be contacted at:

Tony Greene, Project Manager  
Fallon Paiute Shoshone Tribe Administration Office  
565 Rio Vista Dr.  
Fallon, Nevada 89406  
(775)423-6075  
[projectmgr@fpst.org](mailto:projectmgr@fpst.org)

### B.2 TYPE OF SOLICITATION & CONTRACT:

- (a) This solicitation is a Sealed Bid solicitation and must be submitted in accordance with the instructions and required forms listed in Section C – Required Bid Submittal Forms.

(b) The Tribe contemplates award of a **FIXED PRICE** contract resulting from this solicitation.

**B.3 BID SUBMISSION:**

(a) The Sealed Bid/Offer must be addressed to:

Fallon Paiute Shoshone Tribe  
Housing Department  
Attn: MARRISA FILLMORE, Acting Housing Director  
2055 Agency Road  
Fallon, Nevada 89406

(b) Bids must be received by the Housing Department prior to the date and time set for the bid opening and shall be submitted in sealed envelopes or packages and,

(c) It is the responsibility of each bidder to take all necessary precautions, including the use of a proper mailing cover, to insure that the bid price cannot be ascertained by anyone prior to bid opening. The bidder is requested to label on the bid envelope the following notation on the sealed envelope:

**THIS IS A SEALED BID - DO NOT OPEN  
DEMOLITION OF TWO (2) HOMES PROJECT**

(d) **Facsimile and telegraphic bids will not be considered.**

(e) Bidders using commercial carrier services shall ensure that the bid is addressed and marked on the outermost envelope or wrapper as prescribed in paragraph (a) when delivered to the office designated by this solicitation.

(f) It is the responsibility of the Bidder to ensure that mailed bids are received by the time required.

(g) Any Bid received at the office designated in this solicitation after the exact time specified for receipt will not be considered.

(h) Bids shall be submitted on all forms required and identified in Section C which incorporates the provisions, and clauses required of this Solicitation.

(i) Bids must be typed or printed legibly in ink and signed in ink by the bidder or authorized representative of the bidder. The person signing a bid shall initial each erasure or change appearing on any bid form.

(j) This solicitation requires bidding on all items, failure to do so will disqualify the bid.

(k) The only acceptable evidence to establish the time of receipt at the Housing Department Office is the time/date stamp placed on the proposal envelope.

**B.4 BID OPENING**

(a) Bids will be publicly opened and the bid amounts read aloud at the date and time specified

for submission of the Bid.

- (b) Bids Opening will be held at **1:00 p.m., Friday, June 21, 2019** at the Housing Department at 2055 Agency Road, Fallon, Nevada.
- (c) The Tribe reserves the right to ascertain the successful bidder until such time as it has been determined that the apparent low bidder has met all bid submission requirements and conditions.

#### **B.5 PRE-BID MEETING**

A pre-bid meeting will be held on the **12<sup>th</sup> day of June 2019** at **9:30 AM** at the Housing Department offices, 2055 Agency Road, Fallon, NV. The conference will include a presentation of the work to be performed, location information, contract stipulations, explanation of the Tribal Employment Rights Ordinance (TERO) and the Fallon Paiute Shoshone TAX requirements. Interested contractors will have the opportunity to ask questions for clarification of the Solicitation documents and requirements.

#### **B.6 EXPLANATION TO PROSPECTIVE BIDDERS**

Any prospective bidder desiring an explanation of the solicitation, drawings, specifications, must request it in writing, a minimum of 7 days before bid opening, to allow a reply to reach all prospective bidders before the submission of their bids. Oral explanations or instructions given before the award of a contract will not be binding. Any information given to prospective bidder concerning a solicitation will be furnished promptly to all other prospective bidders as an 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.7 AMENDMENTS TO SOLICITATION**

- (a) If this solicitation is amended, then all terms and conditions which are not modified remain unchanged. All terms and conditions which are modified by amendment shall be considered incorporated into this solicitation/specification.
- (b) Bidders shall acknowledge receipt of any amendment to this solicitation by identifying the addendum number and date in the space provided for this purpose on the Bid Form.

#### **B.8 MODIFICATION AND WITHDRAWAL OF BID**

- (a) Bids may be withdrawn by written notice received at any time before the exact time set for receipt of bids. Bids may be withdrawn in person by the submitter or the submitter's authorized representative if, before the exact time set for receipt of bids, the identity of the person requesting withdrawal is established and that person signs a receipt for the Bid.

#### **B.9 BONDS**

(a) A Bid Bond is required for construction contracts in excess of \$100,000. The bidder shall furnish a bond, ensuring that the bidder (1) will not withdraw a bid within the period specified for acceptance and (2) will execute a written contract and furnish required bonds and insurance agreements. The bid guarantee must be submitted with the bid, in an amount of not less than 5 percent of the bid.

(b) A Performance and Payment Bond for 100% of the total contract price for construction contracts in excess of \$100,000 is required; or, (1) Evidence that the successful bidder has set up an escrow account established in the name of that successful bidder and the Tribe, and evidence that the successful bidder has deposited into that escrow account not less than 20% of the total contract price, subject to reduction, during the warranty period commensurate with potential risk; or (2) an irrevocable letter of credit for 25% of the total contract price, unconditionally payable upon demand to the Tribe, subject to reduction, during the warranty period commensurate with potential risk; or (3) an irrevocable letter of credit for 10% of the total contract price and compliance with the procedures for monitoring and disbursements provided by the contractor.

(c) Bonding companies used must have a AAA rating, as reported by the U.S. Department of Treasury.

#### B.10 CONTRACT PRICES - BIDDING FORM

(a) Payment for the various priced items set forth in the bidding schedule shall constitute full compensation to the Contractor for providing all plant, equipment, machinery, materials, tools, supplies, transportation, labor, and all other property, services, and expenditures for performing all operations required to complete the work in conformity with the specifications and all other requirements of this contract. All costs for work required by this contract not specifically mentioned in the bid form; or not specifically mentioned in measurement, payment, and cost statements shall be deemed to be included in the prices for the most applicable schedule items.

(b) When a separate item which includes furnishing of a material is provided in the bid schedule, include the cost of furnishing, hauling, storing, and handling in the price bid in the schedule for the items.

(c) When a separate item is not provided in the bid schedule for furnishing a material, include the cost of furnishing, hauling, storing, and handling in the price bid in the schedule for work for which the material is required.

#### B.11 TRIBAL TAXES

(a) As part of doing a project on Tribal Trust Lands, Contractors will comply with Tribal Taxes. The Fallon Paiute Shoshone Tribe has a Tribal Tax Code which allows the Tribe to collect sales tax on all materials for a given project that are delivered by the manufacturer, wholesaler, or retailer to the job site on Tribal Land.

(b) The Tribal sales tax on all deliveries shall be the same sales tax charged on the product cost in the County of Churchill which is currently 7.6%.

(c) The manufacturer, wholesaler, or retailer shall be advised that they shall not charge any tax going to sources other than the Fallon Paiute Shoshone Tribe. The Contractor doing business with the Tribe shall be responsible for paying the Tribal Sales Tax and shall make this a part of the bid proposals on the project.

- (d) A Tax Exempt Clarification Letter will be prepared by the Tax Department to be sent to the appropriate manufacturer, wholesaler, or retailer.
- (e) The Tax Director will explain the requirements of a Contractor in regards to sales tax at the scheduled Pre-Bid Meeting and with the successful bidder at the Pre-Construction meeting.
- (f) For further information or explanation Bidders may contact the Tax Director. The Fallon Paiute Shoshone Tribe's Tax Director is:

Fallon Paiute Shoshone Tribe  
TAX&TERO Department  
Melanie McFalls, Tax Administrator  
567 Rio Vista Drive, Fallon, NV 89406  
Telephone – (775)423-6040  
e-mail – [taxdirector@fpst.org](mailto:taxdirector@fpst.org)

#### B.12 TRIBAL EMPLOYMENT RIGHTS ORDINANCE (TERO)

(a) Fallon Paiute Shoshone Tribal Employment Rights Ordinance in contracting will apply. All entities awarding contracts or subcontracts for supplies, services, labor, and materials in an amount of \$5,000 or more where the majority of the work on the contract or subcontract will occur within the exterior boundaries of the Fallon Paiute Shoshone Reservation shall give:

(1) First preference to qualified entities that are 51% or more owned and controlled by Tribal Members.

(2) Preference in contracting and subcontracting to qualified entities that are certified by the TERO Commission as 51% or more Indian owned and controlled.

(b) These requirements shall apply to the award of contracts awarded directly by the Fallon Paiute Shoshone Tribal Council. They shall also apply to any contracts awarded by any commercial enterprises of the Fallon Paiute Shoshone Tribe, even if said contracts must be submitted to the Fallon Paiute Shoshone Tribal Council for approval. Tribal Programs or divisions other than commercial enterprises shall be required to comply with these requirements when submitting a contract to the Fallon Paiute Shoshone Tribal Council for approval, to indicate the steps taken to award the contract to a tribal member contractor. These requirements shall apply to all subcontracts awarded by a Tribal, federal, state, direct contractor or grantee, whether or not the prime contract was subject to those requirements. All covered entities shall comply with the rules, regulations, guidelines and orders of the Commission which sets for the specific obligations of such entities in regard to Indian Preference in contracting and subcontracting. The Bidder must complete the Certification of Indian Preference Firm Application (Attachment D.1(e) if claiming Indian Preference.

(c) In addition to the requirements of the section entitled “Indian Preference in Contracting” the Contractor shall comply with the Tribal Ordinance concerning Tribal employment and training for work performed under this contract within the boundaries of the Fallon Paiute Shoshone Indian Reservation. Preference will be given to qualified Indian applicants in accordance with the provisions of Section 702 (I) of Title VII of the Civil Rights Acts of 1964 and the TERO Ordinance. The Fallon Paiute Shoshone Tribe is an Equal Opportunity Employer.



### B.13 TRIBAL EMPLOYMENT RIGHTS ORDINANCE (TERO) FEE

(a) In accordance with Section 12 of the TERO Ordinance every covered employer with a construction contract in the sum of \$10,000 or more shall pay a one-time fee of 2.5% of the total amount of the contract. Such fee shall be paid by the employer prior to commencing work on the Fallon Paiute Shoshone Reservation. However, where good cause is shown, the TERO Director may authorize a construction contractor to pay said fee in installments over the course of the contract;

Or,

(b) Every covered employer other than construction contractors with ten (10) or more employees working on the Fallon Paiute Shoshone Reservation.

(c) For copies of the TERO Ordinance or other information, contact:

Fallon Paiute Shoshone Tribe  
TAX & TERO Department  
Melanie McFalls, Tax Administrator  
567 Rio Vista Dr., Fallon, Nevada 89406  
Telephone- (775) 423-6040  
Email – [taxdirector@fpst.org](mailto:taxdirector@fpst.org)

### B.13 CONTRACT AWARD

(a) The Tribe will review and evaluate bids in response to this solicitation and intends to award a construction contract to the lowest responsive and responsible bidder conforming to all solicitation requirements. Determination of the lowest priced bidder will be either by the lowest priced base bid or the lowest priced base bid plus bid alternate (if applicable) contingent upon the Tribe's available budget. The bidder must provide a bid for all bid schedule line items to be deemed responsive and considered for construction contract award.

(b) The Tribe 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 Tribe 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 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 performance and payment security shall not be regarded as the sole test of such bidder's competency or responsibility.

(e) The tribe reserves the right to request references from lowest responsive bidder(s) to determine if the lowest responsive bidder meets the requirement of being "responsible". Bidders are required to provide a list of five (5) references along with the Required Bid Forms.

(f) The Tribe may accept any or all bids and waive informalities or minor irregularities in bids received.

#### B.15 REQUIRED TERMS AND CONDITIONS APPLICABLE TO CONTRACTS

By signing and returning the Bid Form the bidder has acknowledged acceptance of and the intent to abide by all the terms and conditions of this solicitation including but not limited to:

1. Compliance with all applicable Tribal Laws and regulations including Indian Preference.
2. Compliance with Executive Order 11246 of September 24, 1965, Entitled Equal Employment Opportunity," as amended by Executive Order 11375 of October 13, 1967, and as supplemented in Department of Labor regulations (41 CFR Chapter 60).
3. Compliance with the Copeland "Anti-Kickback" Act (18 U.S.C §874) as supplemented in Department of Labor regulations (29 CFR Part 3).
4. Compliance with Davis-Bacon Act (40 U.S.D. 276a to 276a-7) as supplemented by Department of Labor regulations (29 CFR Part 5).
5. Compliance with Sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.D. §327-330) as supplemented by Department of Labor regulations (29 CFR Part 5).
6. Compliance with applicable standards, orders, or requirements issued under Section 306 of the Clean Air Act (42 U.S. D. 1857(h)), Section 508 of the Clean Water Act (33 U.S.D. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR Part 15).

#### B.16 SERVICE OF PROTEST

Any actual or prospective bidder who is allegedly aggrieved in connection with the solicitation or award of a bid has the right to submit a protest. The protest will be submitted in writing, no later than three (3) days after the aggrieved person has knowledge of or should have known the facts that indicate such a grievance.

If the protest is not resolved to the mutual agreement of both parties, the Contracting Officer, in conjunction with the Tribe's attorney will promptly issue a decision in writing to the protestor and any other intervening party.

- (a) Protests shall be resolved pursuant to the provisions of Section D.4, "Disputes," of this contract.

#### B.17 NOTICE OF OTHER CONTRACTS

During the progress of the work under this contract, additional work may be performed concurrently by other contractors, by the Tribe, and by local, State, and Federal Governments in the vicinity of the work. The Tribe assumes no liability for failure to list all current or potential other contracts.

#### B.18 CAUTION TO BIDDERS - BID ERRORS

(a) Bidders are cautioned to exercise extreme care in the preparation of their bids. Errors in bids could result in rejection of a bid as non-responsive or delay in making a contract award (See below "Allegations of Mistakes in Bids" clause).

(b) Actions that should be taken to avoid errors include:

(1) Ensure that the bid submittal package contains an acknowledgment of and takes into consideration all amendments to the solicitation.

(2) Ensure all quantities and prices (especially quotations from subcontractors) have been verified and taken into consideration; no line items have been overlooked; and the bid has been reviewed by someone other than the preparer.

(3) Retain all original notes, estimates, worksheets, subcontractor quotations, and other data used in preparing the bid. These documents must be furnished to support the nature and amount of any error when alleging a mistake in bid.

## B.19 ALLEGATIONS OF MISTAKES IN BIDS

(a) This provision applies to all allegations of mistakes in bids made by bidders, pursuant to the Fallon Paiute Shoshone Financial Management Handbook Section 9.75(c).

(b) Allegations of mistakes in bids often result in delays to the Tribe in processing and making timely award of contract, thus delaying the ultimate completion of work under the contract. For the purpose of these bidding conditions, 60 calendar days (or such lesser time as the solicitation may establish for acceptance of offers) after the date of opening of bids shall be considered as the Tribe's normal processing time for making award of a contract. Therefore, if a bidder alleges a mistake or mistakes in its bid, and requests an administrative determination regarding such a mistake or mistakes, the bidder agrees, by submission of its bid, that the time period allowed for completion of the work under the contract, or any part thereof for which a separate completion period is stated, shall be reduced by 1 calendar day for each calendar day that award is made in excess of the normal processing time for making award of a contract, as established above; however, in no case shall such reduction for delayed award exceed 10 percent of the completion period stated for the work, or any part thereof for which a separate completion period is stated.

## B.20 ARITHMETIC DISCREPANCIES

(a) For the purpose of initial evaluation of bids, the following shall be utilized by the Tribe in resolving arithmetic discrepancies found on the face of the bidding schedule as submitted by bidders:

(1) Obviously misplaced decimal points shall be corrected;

(2) Except as may be otherwise set forth in the solicitation, where there is a discrepancy between unit price and extended price, the unit price shall govern;

(3) Apparent errors in extension of unit prices shall be corrected; and

(4) Apparent errors in addition of lump-sum and extended prices shall be corrected.

(b) For the purposes of bid evaluation, the Tribe shall proceed on the assumption that the bidder intends its bid to be evaluated on the basis of the unit prices, extensions, and totals arrived at by resolution of arithmetic discrepancies as provided above and the bid shall be so reflected on the abstract of bids.

(c) It shall be the responsibility of each bidder to promptly check its own figures and advise the Contracting Officer of any instance where its bid as thus corrected does not represent its intentions. Such allegations shall be processed in accordance with the procedures cited in the Allegations of Mistakes in Bids provision above.

## B.21 DAVIS-BACON ACT

(a) This contract is regulated by the Davis Bacon Act. The contractor shall comply with all with the federal requirements of the Act. The Wage Determination for this project is Residential Decision No. NV190045 and is supplied as an attachment following this section and page. All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR Parts 1, 3, and 5 are hereby incorporated by reference in this contract.

(b) The Contractor or subcontractor shall insert in any subcontracts the clauses entitled Davis-Bacon Act, Contract Work Hours and Safety Standards Act-Overtime Compensation, Apprentices and Trainees, Payrolls and Basic Records, Compliance with Copeland Act Requirements, Withholding of Funds, Subcontracts (Labor Standards), Contract Termination-Debarment, Disputes Concerning Labor Standards, Compliance with Davis-Bacon and Related Act Regulations, and Certification of Eligibility, and such other clauses required by these contract documents or as the Contracting Officer may, by appropriate instructions, require, and also a clause requiring subcontractors to include these clauses in any lower tier subcontracts. The Prime Contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with all the contract clauses cited in this paragraph.

(c) The Contractor before commencement of work by shall deliver to the Contracting Officer a completed Statement and Acknowledgment Form (SF 1413) for each subcontract, including the subcontractor's signed and dated acknowledgment that the clauses set forth in paragraph (a) of this clause have been included in the subcontract.

General Decision Number: NV190045 04/19/2019 NV45

Superseded General Decision Number: NV20180082

State: Nevada

Construction Type: Residential

Counties: Churchill, Douglas, Elko, Esmeralda, Eureka, Humboldt, Lander, Lincoln, Lyon, Mineral, Nye, Pershing and White Pine Counties in Nevada.

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

Note: Under Executive Order (EO) 13658, an hourly minimum wage of \$10.60 for calendar year 2019 applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2015. If this contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination at least \$10.60 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in calendar year 2019. If this contract is covered by the EO and a classification considered necessary for performance of work on the contract does not appear on this wage determination, the contractor must pay workers in that classification at least the wage rate determined through the conformance process set forth in 29 CFR 5.5(a)(1)(ii) (or the EO minimum wage rate, if it is higher than the conformed wage rate). The EO minimum wage rate will be adjusted annually. Please note that this EO applies to the above-mentioned types of contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but it does not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(2)-(60). Additional information on contractor requirements and worker protections under the EO is available at [www.dol.gov/whd/govcontracts](http://www.dol.gov/whd/govcontracts).

Modification Number	Publication Date
0	01/04/2019
1	04/19/2019

ASBE0069-004 02/01/2017

	Rates	Fringes
ASBESTOS WORKER.....	\$ 31.78	14.40
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PLUM0350-003 08/08/2017

CHURCHILL, DOUGLAS, ELKO, EUREKA, HUMBOLDT, LANDER, MINERAL, NYE (North of Highway #6), PERSHING & WHITE PINE COUNTIES

Rates	Fringes
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PLUMBER/PIPEFITTER.....\$ 35.78 13.81

\* PLUM0525-005 10/01/2018

NYE COUNTY (South of Highway #6)

	Rates	Fringes
PLUMBER/PIPEFITTER.....	\$ 44.65	21.90

ZONE PAY:

- Zone 1 (0-20 miles)-No Zone Pay
- Zone 2 (20-45 miles)-Add \$3.75/hour
- Zone 3 (45-75 miles)-Add \$7.50/hour
- Zone 4 (over 75 miles)-Add \$11.25/hour

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SUNV1992-003 03/25/1992

	Rates	Fringes
CARPENTER.....	\$ 12.00	
CEMENT MASON/CONCRETE FINISHER...	\$ 13.85	
ELECTRICIAN (Excluding Alarm Installation).....	\$ 10.91	
LABORER		
Concrete Worker.....	\$ 11.67	
General.....	\$ 8.24	
Pipelayer.....	\$ 8.91	
POWER EQUIPMENT OPERATOR		
Backhoe.....	\$ 10.50	

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

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Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO

is available at [www.dol.gov/whd/govcontracts](http://www.dol.gov/whd/govcontracts).

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (ii)).

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

#### Union Rate Identifiers

A four letter classification abbreviation identifier enclosed in dotted lines beginning with characters other than "SU" or "UAVG" denotes that the union classification and rate were prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2014. PLUM is an abbreviation identifier of the union which prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. 07/01/2014 is the effective date of the most current negotiated rate, which in this example is July 1, 2014.

Union prevailing wage rates are updated to reflect all rate changes in the collective bargaining agreement (CBA) governing this classification and rate.

#### Survey Rate Identifiers

Classifications listed under the "SU" identifier indicate that no one rate prevailed for this classification in the survey and the published rate is derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As this weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SULA2012-007 5/13/2014. SU indicates the rates are survey rates based on a weighted average calculation of rates and are not majority rates. LA indicates the State of Louisiana. 2012 is the year of survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. 5/13/2014 indicates the survey completion date for the classifications and rates under that identifier.

Survey wage rates are not updated and remain in effect until a new survey is conducted.

## Union Average Rate Identifiers

Classification(s) listed under the UAVG identifier indicate that no single majority rate prevailed for those classifications; however, 100% of the data reported for the classifications was union data. EXAMPLE: UAVG-OH-0010 08/29/2014. UAVG indicates that the rate is a weighted union average rate. OH indicates the state. The next number, 0010 in the example, is an internal number used in producing the wage determination. 08/29/2014 indicates the survey completion date for the classifications and rates under that identifier.

A UAVG rate will be updated once a year, usually in January of each year, to reflect a weighted average of the current negotiated/CBA rate of the union locals from which the rate is based.

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## WAGE DETERMINATION APPEALS PROCESS

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

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

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

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

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

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

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



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

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

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

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

=====  
END OF GENERAL DECISION

## SECTION C – REQUIRED BID SUBMITTAL FORMS

### C.1 BID SUBMITTAL FORMS

All Bids shall contain the following forms and bidding schedule completed in accordance with the referenced sections, provisions, and clauses using the entire solicitation/specifications as a resource:

- (a) BID FORM - In accordance with Section B.4. "Bidding Schedule". NOTE: The Fallon Paiute Shoshone Tribe's TERO fee of 2.5% must be calculated and added to the Sub-Total for the Total of the Schedule. (*acknowledgement of addendums, extensions and totals and signature of authorized representative required*).
- (b) BID BOND (Form B) in accordance with the provisions in Section B entitled "Bonds" (*Signature required, principal and surety(ies)*).
- (c) TAXPAYER IDENTIFICATION (*Number required*).
- (d) REFERENCE LIST – Attach a list of at least five (5) references. This will expedite the selection of a responsive and responsible low bidder.
- (e) CERTIFICATION OF INDIAN PREFERENCE FIRM APPLICATION (if applicable)



## BID BOND

PRINCIPAL (Legal name and business address)	DATE BOND EXECUTED (Must not be later than bid opening date)
	TYPE OF ORGANIZATION ("X" one)  <div style="display: flex; justify-content: space-around;"> <span><input type="checkbox"/> Individual</span> <span><input type="checkbox"/> Partnership</span> </div> <div style="display: flex; justify-content: space-around;"> <span><input type="checkbox"/> Joint Venture</span> <span><input type="checkbox"/> Corporation</span> </div>
	STATE OF INCORPORATION

SURETY(IES) (Name and business address)
---

PENAL SUM OF BOND				BID IDENTIFICATION	
PERCENT OF BID PRICE *	AMOUNT NOT TO EXCEED			BID DATE	SOLICITATION/SPECIFICATIONS
5%	MILLIONS	THOUSANDS	HUNDREDS	CENTS	FOR <input checked="" type="checkbox"/> Construction <input type="checkbox"/> Supplies <input type="checkbox"/> Services

**OBLIGATION:**  
 We, the PRINCIPAL and Surety(ies), are firmly bound to THE FALLON PAIUTE SHOSHONE TRIBE (hereinafter called the Tribe) in the above penal sum. For payment of the penal sum, we bind ourselves, our hires, executors, administrators, and successors, jointly and severally. However, where the Sureties are corporations acting as co-sureties, we, the Sureties, bind ourselves in such sum "jointly and severally" as well as "severally" only for the purpose of allowing a joint action or actions against any or all of us. For all other purposes, each Surety binds itself, jointly and severally with the PRINCIPAL, for the payment of the sum shown opposite the name of the Surety. If no limit of liability is indicated, the limit of liability is the full amount of the penal sum.

**CONDITIONS:**  
 The PRINCIPAL has submitted the bid identified above.

**THEREFORE:**  
 The above obligation is void if the PRINCIPAL - (a) upon acceptance by the Tribe of the bid identified above, within the period specified therein for acceptance (sixty (60) days if no period is specified), executed the further contractual documents and gives the bond(s) required by the terms of the bid as accepted within the time specified (ten (10) days if no period is specified) after receipt of the forms by the PRINCIPAL, or (b) in the event of failure to execute such further contractual documents and give such bonds, pays the Tribe for any costs of procuring the work which exceeds the amount of the bid.

Each Surety executing this instrument agrees that its obligation is not impaired by any extension(s) of time for acceptance of the bid that the PRINCIPAL may grant to the Tribe. Notice to surety(ies) of extension(s) are waived. However, waiver of the notice applies only to extensions aggregating not more than sixty (60) calendar days in addition to the period originally allowed for acceptance of the bid.

**WITNESS:**

The PRINCIPAL and Surety(ies) executed this bid bond and affixed their seals on the above date.

**PRINCIPAL**

SIGNATURE(S)	1. (Seal)	2. (Seal)	3. (Seal)	CORPORATE SEAL
NAME(S) & TITLE(S) (typed)	1.	2.	3.	

- Not less than 5 percent of the bid price. (A bid guarantee is required with any bid in excess of \$25,000. The bid guarantee shall be in the amount of 5 percent of the total amount of the bid or \$3,000,000, whichever is less.)

**FORM C.1(c)**  
**TAXPAYER IDENTIFICATION**

*Taxpayer Identification Number (TIN).* (mark one)

TIN: \_\_\_\_\_.

TIN has been applied for.

TIN is not required because: (mark one)

Bidders is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the U.S. and does not have an office or place of business or a fiscal paying agent in the U.S.;

Other. State basis. \_\_\_\_\_

Name of Business or  
Corporation: \_\_\_\_\_

Signature of Authorized Representative: \_\_\_\_\_

Section C – Required Bid Submittal Forms  
Demolition of Two (2) Homes Project 2019  
Fallon Paiute Shoshone Tribe – Housing Department

NAME OF BIDDER \_\_\_\_\_

LIST OF REFERENCES

	<u>Name</u>	<u>Company/Personal</u>	<u>Mailing Address</u>	<u>Telephone #</u>	<u>Fax #</u>	<u>E-mail Address</u>
1						
2						
3						
4						
5						



**FALLON PAIUTE-SHOSHONE TRIBE  
CERTIFICATION OF INDIAN PREFERENCE  
FIRM APPLICATION**

**1. FIRM IDENTIFICATION**

[ EIN or SSN: \_\_\_\_\_ ]

Name of Firm: \_\_\_\_\_ Date of Application: \_\_\_\_\_

Mailing Address: \_\_\_\_\_ Type of Business:  Single Business

Contact Person: \_\_\_\_\_  Joint Venture

Phone Number: \_\_\_\_\_ % Indian Ownership: \_\_\_\_\_ %

E-mail Address: \_\_\_\_\_ # of Indian Employees # of Non-Indian Employees

Date that Firm was Established: \_\_\_\_\_

**2. TYPE OF BUSINESS** (list areas and types of business services in which your firm intends to engage)

1<sup>st</sup> Type of Occupation \_\_\_\_\_ 2<sup>nd</sup> Type of Occupation \_\_\_\_\_

3<sup>rd</sup> Type of Occupation \_\_\_\_\_ 4<sup>th</sup> Type of Occupation \_\_\_\_\_

5<sup>th</sup> Type of Occupation \_\_\_\_\_ 6<sup>th</sup> Type of Occupation \_\_\_\_\_

**3. OWNERSHIP**

Sole Proprietorship  Partnership (attach copy of any partnership agreement with all amendments since creation of partnership)

Corporation (attach a copy of the Certificate of Incorporation, Articles of Incorporation, and Bylaws including all amendments since creation of the corporation)

**4. CAPITAL AND EQUIPMENT**

- a. **Capital:** Attach a current balance sheet (refer to as Attachment 1). Identify amount and source or original and present capital (e.g., contributed by owner, bank loan – if loan, indicate name(s) of those legally bound to repay other than organization)
- b. **Equipment:** List all equipment costing five hundred dollars (\$500) or more when new.

Quantity	Description	Price (Book Value)	How Obtained (Purchased, Provided by Owner, Donated, etc.)

Applicant may submit a separate equipment list as Attachment 2



**5. ADDITIONAL SUBMISSIONS**

Each Applicant must submit with this application the following:

- a. List of officers, principal stockholders, & directors, with post office addresses and number of share held by each.
- b. A sworn statement of the proper officer indicating:
  - 1. The total number of share of the capital stock actually issued and the amount of cash paid into the treasury on each share sold; or, if paid in property, the kind, quantity, and value of the same per share.
  - 2. Of the stock sold, how much remains unpaid and subject to assessment?
  - 3. The amount of cash the company has in its treasury and elsewhere.
  - 4. The property, exclusive of cash, owned by the company and its value.
  - 5. The total indebtedness of the company and the nature of its obligations.
- c. A letter from your Bonding Company stating the capacity and the percentage you are bonded.
- d. Attach copies of other minority certification (i.e., 8(a), IHS, etc.)

**6. APPLICANT CHECKLIST**

- |  |   |
|--|---|
| <input type="checkbox"/> Driver's License  | <input type="checkbox"/> Certificate of Degree or Indian Blood (CDIB); or   |
| <input type="checkbox"/> Federal Identification Number (if applicable)   | <input type="checkbox"/> Tribal Membership Card   |
| <input type="checkbox"/> Other Minority Certifications   | <input type="checkbox"/> List of Officers and Number of Shares  |
| <input type="checkbox"/> Equipment List  | <input type="checkbox"/> Bonding Letter for Contractors   |
| <input type="checkbox"/> Sworn Statement of Proper Office that states: total number of shares; stocks sold; amount of cash; and total indebtedness | <input type="checkbox"/> Financial Sheet, if applicable (current financial statement, current and prior years Federal Income Tax Return – all schedules)            |
| <input type="checkbox"/> Three (3) Cancelled Checks for Accts. Payable   | <input type="checkbox"/> All information pertaining to the corporation & shareholders (signed by corporate president; attested to by corporate secretary with seal) |
| <input type="checkbox"/> One (1) weeks payroll cancelled checks  | <input type="checkbox"/> Partnership ( <input type="checkbox"/> agreement; or <input type="checkbox"/> amendment)   |
| <input type="checkbox"/> Copies of Bank Signature Cards  |   |
| <input type="checkbox"/> Single Proprietor   |   |
| <input type="checkbox"/> Corporation (attach the following):   |   |
| <input type="checkbox"/> Articles of Incorporation (showing tribal/state approval date)  |   |
| <input type="checkbox"/> Complete copy of corporation by-laws and certification of incorporation   |   |
| <input type="checkbox"/> Front and bank copies if all issues and voided stock certifications (not a specimen)                                      |   |
| <input type="checkbox"/> Complete copy of stock transfer ledgers and stock register)   |   |
| <input type="checkbox"/> Proof of stock purchase (i.e., front/bank copies of cancelled checks, cashier's check, money order, etc.)                 |   |
| <input type="checkbox"/> Copies of signature cards and corporation resolution  |   |

**7. CERTIFICATION**

I hereby certify that the information provided in this application is true and complete to the best of my knowledge and belief. I further certify that I have read the applicable ordinances, regulations, criteria, and procedures of the Fallon Paiute-Shoshone Tribe and do hereby submit to the jurisdiction provide for therein.

- Name of Firm/Business/Entity: \_\_\_\_\_
- Typed/Printed Official's Name: \_\_\_\_\_
- Typed/Printed Official's Title: \_\_\_\_\_
- Authorized Official's Signature: \_\_\_\_\_
- Date Signed: \_\_\_\_\_

## SECTION D - CONTRACT CLAUSES

### D.1 COMPLIANCE WITH TRIBAL ORDERS

- (a) Except as provided in (b) below, the Contractor shall, without unnecessary delay, comply with any written or oral order of the Contracting Officer or his or her authorized representative. For the purpose of this clause, written or oral order includes any direction, instruction, interpretation, or determination, including those related to drawings, other technical data, samples, and literature.
- (b) If the Contractor considers that the order was issued without proper authority, and if it also considers such order to be a change pursuant to Section D.24 entitled "Changes," it shall immediately request written confirmation from the Contracting Officer.

### D.2 ORDER OF PRECEDENCE - CONSTRUCTION

The Contractor will perform the work specified in this Solicitation in compliance with the Solicitation and Contract Documents. To the extent that there is any inconsistency or conflict between these Documents, it shall be resolved by giving precedence in the following order:

- (a) The Solicitation, bid, and award form, bidding schedule, and contract requirements;
- (b) The bid solicitation documents;
- (c) Contract clauses;
- (d) Other documents, exhibits, and attachments, excluding the specifications and drawings;
- (e) The specifications and;
- (f) The drawings

### D.3 AUDIT AND RECORDS

- (a) As used in this clause, "records" includes books, documents, accounting procedures and practices, and other data, regardless of type and regardless of whether such items are in written form, in the form of computer data, or in another form.
- (b) Cost or pricing data. If the Contractor has submitted cost or pricing data in connection with the pricing of any modification to this contract, the Contracting Officer, or an authorized representative of the Contracting Officer, in order to evaluate the accuracy, completeness, and currency of the cost or pricing data, shall have the right to examine and audit all of the Contractor's records, including computations and projections, related to (1) the proposal for the modification; (2) the discussions conducted on the proposal(s), including those related to negotiating; (3) pricing of the modification; or (4) performance of the modification.

### D.4 DISPUTES

- (a) A claim by the Contractor shall be made in writing and submitted to the Contracting Officer for a written decision. Notice of a claim by the Tribe against the Contractor will be made in writing by the Contracting Officer.
- (b) The Contractor shall proceed diligently with performance of this contract, pending final resolution of any request for relief, claim, appeal, or action arising under or relating to the contract, and comply with any decision of the Contracting Officer.

- (c) Any claim arising under the contract that will result from this Solicitation shall be decided by one of the following methods:
  - (1) By use of alternative dispute resolution methods, such as using an independent mediator, if both parties agree in writing to such a procedure; or
  - (2) By filing suit in a court of competent jurisdiction. The parties agree that they shall not contest the Federal District Court for the District of Nevada as being a court of competent jurisdiction.
- (d) The Tribe's agreement to litigate any disputes in a court of competent jurisdiction shall not be construed as a general waiver of the Tribe's sovereign immunity, but shall be construed as a waiver of immunity to the limited extent necessary to permit judicial review of any claim arising under this contract, including decisions requiring that the parties adhere to their obligations under and/or specifically perform the terms of this contract. The Tribe shall, in addition to other remedies, also have the right to deduct from progress payments otherwise payable to Contractor any monetary award entered in favor of the Tribe. No court may order that any Tribal land, property, income or assets (other than funds received by the Tribe from the Federal Government for the construction of this Project) be subject to seizure in satisfaction of any award, and the Parties further agree that no person or entity has the authority to impose punitive damages.
- (e) The contract that will result from this Solicitation shall be governed by and construed in accordance with the laws of the United States, the Tribe and the State of Nevada, in that order.

#### D.5 SUPERINTENDENCE BY THE CONTRACTOR

- (a) At all times during performance of this contract and until the work is completed and accepted, the Contractor shall directly supervise the work or assign and have on the work a competent superintendent who is satisfactory to the Contracting Officer and has authority to act for the Contractor.

#### D.6 PERFORMANCE

- (a) The Tribe suspends or debar Contractors to protect the Tribe's interests. The Contractor shall not enter into any subcontract with a Contractor that is debarred, suspended, or proposed for debarment.
- (b) The Contractor shall require each proposed first-tier subcontractor to disclose to the Tribe, in writing, whether as of the time of award of subcontract, the subcontractor, or its principals, is or is not debarred, suspended, or proposed for debarment by the Federal Government.

#### D.7 INSURANCE

- (a) The Contractor shall, at his own expense provide and maintain during the term of the contract that will result from this Solicitation, Workers Compensation and Employees Liability Insurance that meet the statutory limits mandated by State of Nevada and Federal Laws.
- (b) The Contractor shall procure and maintain during the term of this contract and any extension thereof, liability insurance in form satisfactory to the Contracting Officer by an insurance company which is acceptable to the Contracting Officer. The named insured parties under the policy shall be the Contractor, the Tribe, and the United States of America. The amounts of the insurance shall not be less than as follows:

\$ 1,000,000 each person  
\$ 2,000,000 each occurrence  
\$ 2,000,000 property damage

(c) Each policy shall have a certificate evidencing the insurance coverage. The insurance company shall provide an endorsement to notify the Contracting Officer 30 days prior to the effective date of cancellation or termination of the policy or certificate; or modification of the policy or certificate which may adversely affect the interest of the Tribe in such insurance. The certificate shall identify the contract number, the name and address of the Contracting Officer, as well as the insured, the policy number and a brief description of contract services to be performed. The contractor shall furnish the Contracting Officer with a copy of an acceptable insurance certificate prior to beginning the work.

#### D.8 PERMITS AND RESPONSIBILITIES

(a) The Contractor shall, without additional expense to the Tribe, be responsible for obtaining any necessary licenses and permits, and for complying with any Federal, Tribal, or other applicable laws, codes, and regulations applicable to the performance of the work. The Contractor shall also be responsible for all damages to persons or property that may occur as a result from the Contractor's fault or negligence. The Contractor shall also be responsible for all materials delivered and work performed until completion and acceptance of the entire work, except for any completed unit of work which may have been accepted under the contract.

#### D.9 OTHER CONTRACTS

(a) The Tribe, Federal, State, and local Governments may undertake or award other contracts for additional work at or near the site of the work under this contract. The Contractor shall fully cooperate with the other contractors and with the Tribal employees and shall carefully adapt scheduling and performing the work under this contract to accommodate the additional work, heeding any direction that may be provided by the Contracting Officer. The Contractor shall not commit or permit any act that will interfere with the performance of work by any other Contractor or by the Tribal employees.

#### D.10 OPERATIONS AND STORAGE AREAS

(a) The Contractor shall confine all operations (including storage of materials) on the Project premises to areas authorized or approved by the Contracting Officer. The Contractor shall hold and save the Tribe, its officers and agents, free and harmless from liability of any nature occasioned by the Contractor's performance.

(b) Temporary buildings (e.g., storage sheds, shops, offices) and utilities may be erected by the Contractor only with the approval of the Contracting Officer and shall be built with labor and materials furnished by the Contractor without expense to the Tribe. The temporary buildings and utilities shall remain the property of the Contractor and shall be removed by the Contractor at its expense upon completion of the work. With the written consent of the Contracting Officer, the buildings and utilities may be abandoned and need not be removed.

#### D.11 CLEANING UP

(a) The Contractor shall at all times keep the work area, including storage areas, free from accumulations of waste materials. Before completing the work, the Contractor shall remove from the work and premises

any rubbish, tools, scaffolding, equipment, and materials that are not the property of the Tribe. Upon completing the work, the Contractor shall leave the work area in a clean, neat, and orderly condition satisfactory to the Contracting Officer.

#### D.12 ACCIDENT PREVENTION

(a) The Contractor shall provide and maintain work environments and procedures which will (1) safeguard all onsite personnel, the public, and property, materials, supplies, and equipment exposed to Contractor operations and activities; (2) avoid interruptions of Tribal operations and delays in project completion dates; and (3) control costs in the performance of the contract that will result from this Solicitation.

#### D.13 SPECIFICATIONS AND DRAWINGS FOR CONSTRUCTION

(a) In case of difference between drawings and specifications, the specifications shall govern. In case of discrepancy in the figures, in the drawings, or in these specifications, the matter shall be promptly submitted to the Tribe who shall promptly make a determination in writing. Any adjustment by the Contractor without such a determination shall be at its own risk and expense.

(b) This clause shall be included in all subcontracts at any tier.

#### D.14 BANKRUPTCY

In the event the Contractor enters into proceedings relating to bankruptcy, whether voluntary or involuntary, the Contractor agrees to furnish, by certified mail, or electronic commerce method authorized by the contract, written notification of the bankruptcy to the Contracting Officer responsible for administering the contract. This notification shall be furnished within five days of the initiation of the proceedings relating to bankruptcy filing. This notification shall include the date on which the bankruptcy petition was filed, the identity of the court in which the bankruptcy petition was filed, and a listing of Tribal contracts against which final payment has not been made. This obligation remains in effect until final payment under this contract.

#### D.15 TERMINATION

(a) The Tribe may terminate performance of work under this contract in whole or, from time to time, in part if the Contracting Officer determines that a termination is in the Tribe's interest. The Contracting Officer shall terminate by delivering to the Contractor a Notice of Termination specifying the extent of termination and the effective date.

(b) After receipt of a Notice of Termination, and except as directed by the Contracting Officer, the Contractor shall immediately proceed with the following obligations, regardless of any delay in determining or adjusting any amounts due under this clause:

(1) Stop work as specified in the notice.

(2) Place no further subcontracts or orders (referred to as subcontracts in this clause) for materials, services, or facilities, except as necessary to complete the continued portion of the contract.

(3) Terminate all subcontracts to the extent they relate to the work terminated.

#### D.16 DEFAULT

(a) If the Contractor refuses or fails to prosecute the work or any separable part, with the diligence that will ensure its completion within the time specified in the contract that will result from this Solicitation, including any extension, or fails to complete the work within this time, the Tribe may, by written notice to the Contractor, terminate the right to proceed with the work (or the separable part of the work) that has been delayed. In this event, the Tribe may take over the work and complete it by contract or otherwise, and may take possession of and use any materials, appliances, and plant on the worksite necessary for completing the work. The Contractor and its sureties shall be liable for any damage to the Tribe resulting from the Contractor's refusal or failure to complete the work within the specified time, whether or not the Contractor's right to proceed with the work is terminated. This liability includes any increased costs incurred by the Tribe in completing the work.

(b) The Contractor's right to proceed shall not be terminated nor the Contractor charged with damages under this clause if -

(1) The delay in completing the work arises from unforeseeable causes beyond the control and without the fault or negligence of the Contractor. Examples of such causes include (i) acts of God or of the public enemy, (ii) acts of the Tribe in either its sovereign or contractual capacity, (iii) acts of another Contractor in the performance of a contract with the Tribe, (iv) fires, (v) floods, (vi) epidemics, (vii) quarantine restrictions, (viii) strikes, (ix) freight embargoes, (x) unusually severe weather, or (xi) delays of subcontractors or suppliers at any tier arising from unforeseeable causes beyond the control and without the fault or negligence of both the Contractor and the subcontractors or suppliers; and

(2) The Contractor, as soon as possible but no later than 7 days from the beginning of any delay (unless extended by the Contracting Officer), notifies the Contracting Officer in writing of the causes of delay. The Contracting Officer shall ascertain the facts and the extent of delay. If, in the judgment of the Contracting Officer, the findings of fact warrant such action, the time for completing the work shall be extended. The findings of the Contracting Officer shall be final and conclusive on the parties, but subject to appeal under the Disputes clause.

(c) If, after termination of the Contractor's right to proceed, it is determined that the Contractor was not in default, or that the delay was excusable, the rights and obligations of the parties will be the same as if the termination had been issued for the convenience of the Tribe.

(d) The rights and remedies of the Tribe in this clause are in addition to any other rights and remedies provided by law or under this contract.

#### D.17 PRECONSTRUCTION CONFERENCE

(b) When the Contracting Officer designates the time and place for the preconstruction conference, the successful Bidder will be notified and will be required to attend. The Contracting Officer's notification will include specific details regarding the date, time, and location of the conference, any need for attendance by subcontractors, and information regarding the items to be discussed. The Tribe shall not be

liable for any increased cost or extension of the required delivery schedule as a result of the requirements of this clause.

#### D.18 SCHEDULES

(a) The Contractor shall provide a written schedule of work to be performed to the Housing Director. The schedule is required as an upfront submittal at the time of Notice of Intent to Contract. The schedule will be reviewed to determine whether the Contractor can meet the project timeline and will be utilized to monitor Contractor's performance through the term of the contract. The schedule will become a part of these contract documents.

#### D.19 INSPECTION OF CONSTRUCTION

(a) All work shall be subject to inspection and testing by the Contracting Officer at all places and at all reasonable times before acceptance to ensure strict compliance with the terms of the contract. Tribal inspection and testing are for the sole benefit of the Tribe and do not -

- (1) Relieve the Contractor of responsibility for providing adequate quality control measures;
- (2) Relieve the Contractor of responsibility for damage to or loss of the material before acceptance of the work;
- (3) Constitute or imply acceptance of the work; or
- (4) Affect the continuing rights of the Tribe after acceptance of the completed work.

(b) The presence or absence of a Tribal inspector does not relieve the Contractor from any contract requirement, nor is the inspector authorized to change any term or condition of the specification without the Contracting Officer's written authorization.

(c) The Contractor shall, without charge, replace or correct work found by the Tribe not to conform to contract requirements, unless in the public interest the Tribe consents to accept the work with an appropriate adjustment in contract price. The Contractor shall promptly segregate and remove rejected material from the premises.

(d) If the Contractor does not promptly replace or correct rejected work, the Tribe may (1) by contract or otherwise, replace or correct the work and charge the cost to the Contractor or (2) terminate for default the Contractor's right to proceed.

(e) Unless otherwise specified in the contract, the Tribe shall accept, as promptly as practicable after completion and inspection, all satisfactorily completed work required by the contract or that portion of the work the Contracting Officer determines can be accepted separately. Acceptance shall be final and conclusive except for latent defects, fraud, gross mistakes amounting to fraud, or the Tribe's rights under any warranty or guarantee.

#### D.20 MATERIAL AND WORKMANSHIP

All equipment, material, and articles incorporated into the work covered by the contract that will result from this Solicitation shall be new and of the most suitable grade for the purpose intended, unless

otherwise specifically provided in this contract. References in the specifications to equipment, material, articles, or patented processes by trade name, make, or catalog number shall be regarded as establishing a standard of quality and shall not be construed as limiting competition. The Contractor may, at its option, use any equipment, material, article, or process that, in the judgment of the Contracting Officer, is equal to that named in the specifications, unless specifically provided in this contract.

(b) All work under the contract that will result from this Solicitation shall be performed in a skillful and workmanlike manner. The Contracting Officer may require, in writing, that the Contractor remove from the work any employee the Contracting Officer deems incompetent, careless, or otherwise objectionable.

(c) Submittals for all materials shall be submitted to the Tribe for review and approval before commencing work. The Tribe shall review and approve or disapprove submittals within 7 days of receipt.

#### D.21 WARRANTY OF CONSTRUCTION

(a) The Contractor shall warrant that work performed under the contract that will result from this Solicitation conforms to the contract requirements and is free of any defect in equipment, material, or design furnished, or workmanship performed by the Contractor or any subcontractor or supplier at any tier.

(b) This warranty shall continue for a period of 1 year from the date of final acceptance of the work. If the Tribe takes possession of any part of the work before final acceptance, the starting date for the warranty period shall be the date the Tribe takes possession.

(c) The Contractor shall remedy at the Contractor's expense any failure to conform, or any defect. In addition, the Contractor shall remedy at the Contractor's expense any damage to Tribal controlled real or personal property, when that damage is the result of -

- (1) The Contractor's failure to conform to contract requirements; or
- (2) Any defect of equipment, material, workmanship, or design furnished.

(d) The Contractor shall restore any work damaged in fulfilling the terms and conditions of this clause. The Contractor's warranty with respect to work repaired or replaced shall run for 1 year from the date of repair or replacement.

(e) The Contracting Officer shall notify the Contractor, in writing, within a reasonable time after the discovery of any failure, defect, or damage.

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

(g) With respect to all warranties, express or implied, from subcontractors, manufacturers, or suppliers for work performed and materials furnished under the contract that will result from this Solicitation, unless otherwise specified in this contract, the Contractor shall -

- (1) Obtain all warranties that would be given in normal commercial practice;
- (2) Require all warranties to be executed, in writing, for the benefit of the Tribe, if directed by the Contracting Officer; and



(3) Enforce all warranties for the benefit of the Tribe if directed by the Contracting Officer.

#### D.22 ASBESTOS-FREE WARRANTY

The Contractor warrants that all items delivered or work required by the contract shall be free of asbestos in any form whatsoever except for the use of asbestos-cement pipe.

#### D.23 VARIATION IN ESTIMATED QUANTITY

(a) If the quantity of a unit-priced item in the contract that will result from this Solicitation is an estimated quantity and the actual quantity of the unit-priced item varies more than 15 percent above or below the estimated quantity, an equitable adjustment in the contract price shall be made upon demand of either party. The equitable adjustment shall be based upon any increase or decrease in costs due solely to the variation above 115 percent or below 85 percent of the estimated quantity. If the quantity variation is such as to cause an increase in the time necessary for completion, the Contractor may request, in writing an extension of time, to be received by the Contracting Officer within 2 days from the beginning of the delay, or within such further period as may be granted by the Contracting Officer before the date of final settlement of the contract. Upon the receipt of a written request for an extension, the Contracting Officer shall ascertain the facts and make an adjustment for extending the completion date as, in the judgment of the Contracting Officer, is justified. This clause shall apply to all subcontracts under the contract.

#### D.24 CHANGES

(a) The Contracting Officer may, at any time, without notice to the sureties, if any, by written order designated or indicated to be a change order, make changes in the work within the general scope of the contract, including changes -

- (1) In the specifications (including drawings and designs);
- (2) In the method or manner of performance of the work;
- (3) In the Tribal furnished facilities, equipment, materials, services, or site; or
- (4) Directing acceleration in the performance of the work.

(b) Any other written or oral direction from the Contracting Officer that causes a change shall be treated as a change order under this clause; provided the Contractor gives the Contracting Officer written notice stating (1) the date, circumstances, and source of the order and (2) that the Contractor regards the order as a change order.

(c) If any change under this clause causes an increase or decrease in the Contractor's cost of, or the time required for, the performance of any part of the work under the contract that will result from this Solicitation, whether or not changed by any such order, the Contracting Officer shall make an equitable adjustment and modify the contract in writing. However, except for an adjustment based on defective specifications, no adjustment for any change under paragraph (b) of this clause shall be made for any costs incurred more than 2 days before the Contractor gives written notice as required. In the case of defective specifications for which the Contractor is not responsible, the equitable adjustment

shall include any increased cost reasonably incurred by the Contractor in attempting to comply with the defective specifications.

(e) The Contractor must assert its right to an adjustment under this clause within 2 days after (1) receipt of a written change order under paragraph (a) of this clause or (2) the furnishing of a written notice under paragraph (b) of this clause, by submitting to the Contracting Officer a written statement describing the general nature and amount of proposal, unless this period is extended by the Tribe. The statement of proposal for adjustment may be included in the notice under paragraph (b) above.

(f) No proposal by the Contractor for an equitable adjustment shall be allowed if asserted after final payment under the contract that will result from this Solicitation.

#### D.25 PAYMENTS

(a) The Tribe will make payments on contract that will result from this Solicitation within 30 days of an approved invoice for payment. Invoices must be submitted to the Housing Director on Wednesdays of each week as needed.

(b) Request for Payment form which will be provided by Housing Director.

(b) Contractor's invoice. The Contractor shall prepare and submit invoices to the Housing Department which include:

(1) Name and address of the Contractor.

(2) Invoice date and invoice number. (The Contractor should date invoices as close as possible to the date of mailing or transmission.)

(3) Invoice should clearly state the progress payment number on the invoice.

(4) Contract Project title or other authorization for work or services performed such as reference to contract date.

(5) Description of work or services performed.

(6) Name and address of Contractor official to whom payment is to be sent (must be the same as that in the contract or in a proper notice of assignment).

(7) Name (where practicable), title, phone number, and mailing address of person to notify in the event of a defective invoice.

(8) Taxpayer Identification Number (TIN). The Contractor shall include its TIN on the invoice.

#### D.26 RETAINAGE

(a) From each progress payment estimate, ten (10%) percent will be deducted and retained by the Tribe, and the remainder, less the amount of all previous payment(s), will be paid to the contractor. This retention will be paid to the Contractor as the final pay release for the project. The Contractor may request a release of 50% of the retainage held at 80% of work completed and paid to Contractor.

#### D.27 STORED MATERIALS

(a) Up to 75% of the cost of materials delivered on the site may be included in a request for payment only if the Contractor furnishes satisfactory evidence

- (1) that the Contractor has acquired title to such material,
- (2) that the material shall be used to perform the contract within 60 days, and
- (3) the material meets the requirements contained in this solicitation/specifications.

#### D.28 RELEASE OF CLAIMS

(a) After completion of work and prior to final payment, the Contractor shall furnish to the Contracting Officer a release of claims against the Tribe relating to the contract. The release of claim shall be provided by the Tribe for execution.

#### D.29 HAZARDOUS MATERIAL IDENTIFICATION AND MATERIAL SAFETY DATA

(a) "Hazardous material," as used in this clause, includes any material defined as hazardous under the latest version of Federal Standard No. 313 (including revisions adopted during the term of the contract).

(b) The Contractor must list any hazardous material, as defined in paragraph (a) of this clause, to be delivered under the contract that will result from this Solicitation. The hazardous material shall be properly identified and include any applicable identification number, such as National Stock Number or Special Item Number. This information shall also be included on the Material Safety Data Sheet submitted under this contract.

#### D.30 DRUG-FREE WORKPLACE

(a) The Contractor shall make a good faith effort to maintain a drug-free workplace through implementation of the contract. The Contractor's failure to comply with the requirements of this clause will be subject to termination of the contract for default.

#### D.31 INDEMNIFICATION

(b) The Contractor shall indemnify and hold harmless the Tribe and its officers, agents and employees from and against any claim of damage or loss by third parties, which arises out of the Contractor's performance under this contract, except for claims, losses or damages resulting from the sole and active negligence or other wrongful conduct of the Tribe or its officers, agents or employees.

#### D.32 ASSIGNMENT

(a) The Contractor shall not assign any interest in the Contract, and shall not transfer any interest in the same (whether by assignment or novation), without the prior written consent of the Tribe.

#### D.33 SEVERABILITY

(a) If any provision of this contract is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions shall nevertheless continue in full force and effect without being impaired or invalidated in any way.

#### D.34 INTEGRATION

(a) The executed contract and any exhibitions attached thereto will contain the entire agreement among the parties and supersedes all prior and contemporaneous oral and written agreements, understandings, and representations among the parties. No amendments to the contract shall be binding unless executed in writing by all parties.

#### D.35 WAIVER

(a) No waiver of any of the provisions of this contract shall be deemed, or shall constitute a waiver of any other provisions, nor shall any waiver constitute a continuing waiver. No waiver shall be binding unless executed in writing by the party making the waiver.

#### D.36 NOTICE

(a) Whenever notice, payment or other communication is required or permitted under the contract it shall be delivered overnight courier such as UPS or Federal Express, or faxed or emailed followed by an acknowledgement of receipt, or 48 hours after deposited in the United States mail with proper first class postage affixed thereto and addressed as follows:

Contractor: \_\_\_\_\_  
\_\_\_\_\_

Tribe: Fallon Paiute Shoshone Tribe  
Attn: MARRISA FILLMORE, Acting Housing Director  
2055 Agency Road  
Fallon, Nevada 89406  
FAX: (775)423-8416  
Email: [adminassistant@fpst.org](mailto:adminassistant@fpst.org)

#### D.37 PARAGRAPH HEADINGS

(a) The paragraph headings contained herein are for convenience and reference only and are not intended to define or limit the scope of the contract.

#### D.38 DUPLICATE ORIGINALS

(a) The contract may be executed in one or more duplicate original bearing the original signature of both parties and when so executed any such duplicate original shall be admissible of proof of the existence of terms of the contract between the parties.

### SECTION – SPECIFICATIONS

- E.1 Remove all brush and willows including but not limited to bamboos, tamaracks, etc.
- E.2 Keep streets clear and remove all debris from streets on a daily basis.
- E.3 Manage dust control using water or other acceptable methods.
- E.4 Work shall be performed Monday thru Friday from 7:00 a.m. to 5 p.m.
- E.5 If contractor removes any fencing for construction purposes, contractor will replace fence to its original condition.
- E.6 If contractor destroys, permanently damages any fencing, contractor is responsible for replacing with new fencing as required by Contracting Officer.