



Spokane Tribe of Indians

P.O. Box 100 • Wellpinit, WA 99040 • (509) 458-6500 • Fax (509) 458-6575

INVITATION TO BID NO: **FY24-017**
SPOKANE TRIBE PURCHASING/PROPERTY DEPARTMENT

DATE ISSUED: **6/10/24**

ISSUE BY:

Purchasing/Property Manager
Spokane Tribe of Indians
PO Box 100
Wellpinit WA 99040
509-458-6550

FOR: 5 Homes Construction

BID MUST BE RECEIVED PRIOR TO:

Date: **7/10/24**

Time: 2:00 PM

BIDS WILL BE PUBLICLY OPENED:

Date: **7/10/24**

Time: 2:00 PM

Alfred McCoy Administration Building,
Purchasing/Property Department

TO BE COMPLETED BY VENDOR

Information in this section should be provided, as appropriate. Bid response must be in ink with original signatures.

1. Name and Address: _____
2. E-mail Address and Phone: _____
3. Internet website; if any. _____
4. Contractor's Master Business License No: _____

AUTHORIZED SIGNATURE AND/OR CONFIRMATION

I HAVE READ THE ENTIRE BID DOCUMENTATION PACKAGE AND AGREE TO COMPLETE THE ENTIRE PROJECT AS SPECIFIED WITHIN THIS POSTED BID. I HERBY AFFIRM I HAVE NOT BEEN IN ANY AGREEMENT OR COLLUSION AMONG BIDDERS IN RESTRAINT OF FREEDOM OF COMPETITION IN ANY MANNER. I ALSO CONFIRM AND VERIFY THAT I AM AUTHORIZED TO BIND THE COMPANY TO ALL CONTRACTS FOR THE PROJECT.

SWORN TO AND CERTIFIED:

Authorized Signature

Title

Type/Print Authorized Name

Company Name

Mail Address

City, State, Zip

Telephone Number

Master Business License Number

*****IMPORTANT NOTE*****

A Sealed Firm-Fixed Priced bid will be accepted by the Spokane Tribe of Indians until the closing date and time above. Bidders Must comply with all Bid Response Instructions, and the Spokane Tribe of Indians reserves the discretion to reject any bid that does not conform to the Instructions.

RETURN BIDS TO:

US MAIL

Trina Andrew

Spokane Tribe of Indians
Purchasing/Property Department
PO Box 100
6195 Ford/Wellpinit Rd
Wellpinit WA 99040

PURPOSE

Full construction services to build five (5) 2-bedroom, 1-bathroom homes on the Spokane Indian Reservation. Four (4) will be built in Ford, WA and one (1) will be built in West End, WA.

INTRODUCTION

The SPOKANE TRIBE OF INDIANS (Spokane Tribe, STOI, and Tribe) is requesting sealed Firm-fixed priced bids from reasonable, responsive, responsible, vendors for, construction services to build 5 new homes on the Spokane Indian Reservation. Four (4) of the homes will be constructed at our Kokanee Meadows housing property in Ford, WA (, and the other one (1) will be built at our McCoy Lake housing cluster in Fruitland, WA. All *contract provisions in Appendix II to 200 within 2 CFR chapter 1 & 2, part 200* rules and regulations are incorporated by reference. This project involves federal funding and all federally-required General Conditions will be made part of the final contract between the Spokane Tribe of Indians and the final awarded vendor.

Vendors are strongly encouraged to carefully read the entire request for bid. The Spokane Tribe of Indians is a federally recognized Indian Tribe and is eligible for GSA and/or government pricing. There are no expressed or implied obligations for the Tribe to reimburse responding contractors for any expenses incurred in preparing bids in response to this request, and all such costs are the sole responsibility of each respondent.

QUESTIONS & SUBMISSION

To be considered responsive, responsible, reliable, and qualified to receive the contract, bids must be received by Trina Andrew, Purchasing/Property Director, Spokane Tribe of Indians, P.O. Box 100, Wellpinit, WA 99040 on or before the above closing date and time. The Spokane Tribe of Indians reserves the right to reject bids and/or sealed bids that have been opened for reasons according to 48 CFR 14.404. Bids must be delivered by postal services or hand delivered, no faxed or electronic bids will be accepted. All pricing must be guaranteed for a minimum of ninety (90) days from closing date; however, obligation of purchase can take place earlier.

A site visit will be scheduled for June 20th at 10AM. Any questions will be due June 27th at 3PM.

Any bids received after the closing date and time or submitted to another department will be considered non-responsive. The bid award will be made to the low bidder who is considered responsive, responsible, reliable, qualified, and can provide all requirements and specifications for the project.

The Spokane Tribe may or may not elect to award this bid for the listed items from the best-qualified vendor for all specifications listed below and according to the RFB. The Tribe may waive any informalities or minor defects or reject any and all bids. After bids have been submitted, the bidder shall not assert that there was a misunderstanding concerning the quantities of work or of the nature of the work to be done. Bids that have been opened may be rejected according to 48 CFR 14.404.

The Spokane Tribe assumes no responsibility for any understanding or representations concerning conditions by any of its officers, agents, or employees prior to the execution of a signed contract, unless such understanding or representations are expressly stated in the bidding document.

Contact Person(s)

Inquiries concerning the request for bid can be made to:

Trina Andrew
Purchasing/Property Manager
509-458-6550
Spokane Tribe of Indians
P.O. Box 100 Wellpinit, WA 99040

OR

Jolene Walette
Purchasing Specialist
509-458-6503
Spokane Tribe of Indians
PO Box 100, Wellpinit WA

SCOPE OF WORK

In addition to any other required items mentioned in this RFB, please include the following items in your sealed bid:

- 1. Proposed Project Schedule**
- 2. Schedule of Values with Total Project Cost**

Contractors will be responsible to construct, from plans in place, the below according to Washington State Residential Building Standards:

1. Pre-Construction Phase:
 - a. Project Planning:
 - i. Develop a detailed project plan outlining key activities, milestones, and timelines.
 - b. Procurement:
 - i. Utilize the materials list attachment. Materials used must be similar or equal to what is listed. This includes any materials required for completing the work outlined in section 2 below.
 - ii. Identify local and minority-owned businesses for subcontracting opportunities as per TERO Requirements outlined in the General Information section.
2. Construction Phase – Keep in accordance with approved plans and engineering specifications when applicable:
 - a. Site Prep and Excavation:
 - i. Excavate and grade the site as per site plans and engineering requirements.
 - b. Foundation Construction:
 - i. Construct foundations in accordance with approved plans and engineering specifications.
 - ii. Ensure proper reinforcement and waterproofing.
 - c. Construct new drainfields for 3 of the new homesites. This will be determined by the Owner.
 - i. Construction of the drainfield needs to be complete, fully operational, and connected to each home.
 - d. Connect the other 2 homes to the community sewer main.
 - e. Framing, Roofing, and Exterior Finishing (Must identify the earliest that all 5 homes can be Dried-In):
 - i. Frame the structures following architectural plans and building codes (International Building Code).
 - ii. Install roofing materials in compliance with HUD guidelines.
 - iii. Apply exterior finishes, including siding, insulation, and trim.

- f. Plumbing, Electrical, and HVAC:
 - i. Install plumbing systems, including supply lines, drains, and fixtures.
 - ii. Install electrical systems, wiring, outlets, switches, and lighting fixtures. Install a similar or equal to Panasonic Whisper Green system.
 - iii. Install HVAC systems in accordance with energy efficiency standards and guidelines. Use materials similar or equal to a heat pump and ducted air handler. Install wall heaters in each bedroom and the bathroom.
 - g. Interior Finishing:
 - i. Install drywall, insulation, and ceiling finishes.
 - ii. Flooring installation, including similar or equal to Pergo laminate flooring.
 - iii. Painting and finishing of interior walls, ceilings, and trim.
 - h. Fixture and Appliance Installation (including but not limited to):
 - i. Install fixtures, such as sinks, toilets, showers, and bathtubs.
 - ii. Install kitchen appliances, including stoves, refrigerators, and dishwashers.
 - iii. Install necessary cabinetry, countertops, and hardware.
 - i. Finalization and Cleanup:
 - i. Complete any remaining touch-ups or corrections.
 - ii. Conduct a thorough cleaning of the premises, ensuring readiness for occupancy.
3. Compliance and Documentation:
- a. Record Keeping:
 - i. Maintain accurate records of all construction activities, expenditures, and documentation.
 - ii. Ensure proper documentation of TERO Requirements outlined in General Information section, including employment and subcontracting opportunities.
 - b. Reporting:
 - i. Provide regular progress reports to the project stakeholders as requested.
 - ii. Prepare and submit all necessary compliance reports and documentation in accordance with HUD ICDBG guidelines.
4. Project Completion:
- a. Final Inspections:
 - i. Coordinate and facilitate final inspections by relevant authorities and tribal entities.
 - ii. Address any deficiencies or issues identified during inspections and ensure their resolution.
 - b. Project Closeout:
 - i. Complete all necessary paperwork, including final project documentation, warranties, and as-built plans.
 - ii. Conduct a final walkthrough with the project stakeholders to ensure satisfaction.

Note: The selected contractor shall provide a detailed and comprehensive proposal tailored to the project, compliant with HUD ICDBG regulations and requirements. Davis-Bacon wages and other relevant federal labor regulations will be required for this project. The Contractor shall have sole responsibility to identify and comply with all current legal provisions and requirements applicable to its work and activities on this project.

RELIABLE, RESPONSIVE, RESPONSIBLE BIDDERS

The Spokane Tribe of Indians Purchasing/Property Director, Economic Development Manager, Executive Director, or Tribal Council reserves the right to determine whether or not a bidder is responsive, reliable, qualified, and possesses the ability to complete the entire project. Those determinations will be based on:

- a. The skill and experience demonstrated by the bidder in performing agreements of a similar nature.
- b. The bidder's record for honesty and integrity.
- c. The bidder's capacity to perform in terms of facilities, personnel and financing.
- d. The bidders past performance with the Spokane Tribe of Indians.

Access to Work Site for Inspection

The Tribe shall be given free access to the work site at all times during the contract period. However, the Tribe is not required to make exhaustive or continuous onsite inspections to perform the duty of checking and reporting on work progress.

Rejection and Stoppage of Work

The Tribe shall have authority to reject work, which in its opinion does not conform to the contract documents, and to stop the work or a portion thereof when necessary to ensure the Contractor's performance is in accordance with the terms of this agreement.

Any instructions given to the Contractor by the Tribe shall be given through the Planning and Economic Development Department Director or his designate; and the Tribe shall furnish all necessary surveys and easements that may be required for the Contractor to complete the job.

The awarded vendor will assume full responsibility for acts, negligence or omissions of all employees on the project, for all subcontractors and their employees, and for all other persons doing work under a contract vendor or its agents.

The awarded vendor will represent and warrant to the Tribe that all structures constructed and work done under an approved contract, and equipment, and materials used in the work, and made a part of any structure, or placed permanently in connection with any structure, will be new unless otherwise specified. All work shall be of good quality, free of defects, and in conformity to all specifications.

The awarded vendor must furnish the Tribe upon request all samples for consideration and approval as to conformance with the specifications and concepts of design.

Liquidated Damages

Liquidated damages shall be \$1,000.00 per calendar day beyond the contract Substantial Completion date. Should the Contractor fail to complete the contract work in the time agreed upon in the contract or within such extra time as may have been allowed for delays by extensions granted as provided in the contract, the Contractor shall reimburse the Tribe for the additional expense and damage for each calendar day that the contract work remains incomplete after the contract completion date. It is agreed that the amount of such additional expense and damage incurred by reason of failure to complete is the per-diem rate as stipulated in the Contract Documents. The said amount is hereby agreed upon as a reasonable estimate of the costs which may be accrued by the Tribe after the expiration of the contract time and on account of the value of the operation of the works dependent thereon. It is expressly understood and agreed that this amount is not to be considered in the nature of a penalty, but as liquidated damages which have accrued against the Contractor. The Tribe shall have the right to deduct such damages from any amount due, or that may become due the Contractor, or the amount of such damages shall be due and collectible from the Contractor or Surety.

Clean Up

The awarded vendor must keep the work premises and adjoining ways free of waste materials and rubbish caused by its work or that of subcontractors. Contractor shall remove all such waste materials and rubbish caused by its work or that of his subcontractors. Contractor will be responsible for removal

of all such waste materials and rubbish at completion and/or termination of the project, together with all his tools, equipment, machinery and surplus materials.

Correction of Work

If any work does not conform to the provisions of any contract documents, Contractor shall at its own expense make necessary corrections so that such work will so conform, and in addition will correct any defects caused by faulty materials, equipment, or workmanship in work by Contractor or any subcontractor, appearing within one (1) year from the date of completion.

Contract Provision Information

The Tribe's contract will contain (but not be limited to) the following provisions:

- a) Administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as may be appropriate (except small purchases).
- b) Termination for cause and for convenience by the Tribe including the manner by which it will be affected and the basis for settlement.
- c) Compliance with the "Equal Employment Opportunity" Executive Order 11246 as amended.
- d) Compliance with Sections 103 and 107 of the Contract Work Hours and Safety Standard Act.
- e) Access by the Federal government and the Tribe to any work, books, documents, papers, and records of the contractor which are directly pertinent to the specific contract for the purpose of making an audit, examination, excerpts, and transactions.
- f) Retention of all required records for three years after the Tribe makes final payment and all other pending matters are closed.
- g) Compliance with all applicable environmental laws and EPA regulations including Executive Order 11738.

Verification of Location of Existing Utilities

Temporary Traffic Control (if required), must be provided and set-up by awarded vendor utility crossings and other needed services with the following underground utilities must be arranged:

- Natural Gas (Avista)
- Telecommunications (Century Link)
- Power (Avista and/or Inland Power and Light)

Provide a minimum of two working day notice to the Engineer and the utility contacts listed prior to beginning potholing. In the event of a conflict between the proposed and existing underground utilities, coordinate work with the affected utility companies. Contractor shall maintain at least 10 feet of safety clearance.

Proprietary Information

There should not be any restrictions on the use of data contained in any submission. Proprietary information submitted in response will not be accepted by the Spokane Tribe and the submitted bid will be considered non-responsive. Data contained in the bid, all documentation provided therein, and innovations developed as a result of these contractual services cannot be copyrighted or patented by vendors. All data, documentation, and innovations become the property of the Tribe.

BONDING "REQUIREMENTS"

Bond

All submitted bids must have a bond of 5% of the submitted price. The bond must be made to the Spokane Tribe of Indians as assurance the vendor will, if the accepted bidder, be willing to enter into

contract with the Spokane Tribe of Indians to complete the entire project as specified in this document. Bonds will be returned to each vendor after a final award and all contract documents are in place.

Performance Bond

The vendor agrees that if their submitted bid is accepted, it will, prior to a final and approved contract, deliver to the Spokane Tribe of Indians a 100% Payment and Performance Bond (2 CFR 200.325), and will furnish all materials, equipment, machinery, tools, apparatus, labor services necessary to complete all work as indicated in the Contract Documents.

The payment bond will be released to the vendor after all and/or the final Davis-Bacon Employment forms are submitted to and verified by the Spokane Tribe Compliance Department. (according to 2 CFR 200.325)

GENERAL INFORMATION

INDIAN PREFERENCE

Indian-owned and controlled companies will receive preference in accordance with federal or Tribal Law. Companies claiming Indian preference must furnish adequate proof of at least 51% Indian ownership and control with their proposal to secure Indian-owned points. A successful vendor will be required to comply with all applicable Federal and Tribal laws and regulations in effect during the contract period, including the Indian preference requirements of the Tribe.

TERO REQUIREMENTS

- a. All contractors and subcontractors are required to obtain a Spokane Tribal Contractors License. The license fee is \$100.00. Spokane Tribal Contractors License MUST be obtained and a copy submitted prior to the contract being executed and approved.
- b. All applicable Tribal laws apply as it pertains to our TERO ordinance.
- c. Call Rhonda Thurman at 509-258-7100 for TERO Compliance Plans and License information.

SUPPLIER DIVERSITY

Supplier Diversity – Is your company at least 51% owned by a Native American, Minority or Woman (NA, M/WBE)? (Minority group members are United States citizens who are African-American, Asian-Indian American, Asian-Pacific American or Hispanic-American). Ownership means the business is at least 51% owned by such individuals and, management and daily operations are controlled by them as well.

Can your firm be classified as a Native American Enterprise? YES___ NO ___ If yes % ____.

Can your firm be classified as a Minority Owned Business? YES___ NO ___ If yes % ____.

Can your firm be classified as a Woman Owned Business? YES___ NO ___ If yes % ____.

Any bid may be withdrawn prior to the above closing date and time. Any bids received after the time and date specified shall not be considered. No vendor may withdraw a submitted bid after the closing date and time listed above. Should there be reasons why the contract cannot be awarded within the specified period; the time may be extended by mutual agreement between the Tribe and the vendor.

Information to Interested Vendors

- The Spokane Tribe may waive any informalities or minor defects or reject any and all bids.

- All materials shipments fees or costs must be included in bid amount
- All applicable laws, ordinances, and the rules and regulations of all authorities having jurisdiction over completion of the project shall apply to the contract throughout.
- Vendor shall at all times conduct itself in a manner consistent with the Tribe's Code of Conduct. Vendor shall disclose information relating to conflicts or potential conflicts of interest.
- VARIATION IN QUANTITY: No variation in quantity or any item call for by an approved contract will be accepted unless such variation has been caused by condition of loading, shipping or packing, or allowances in manufacturing processes, and then only to the extend, if any, specified elsewhere in an approved contract.
- DISPUTES: Except as otherwise provided in this contract, any dispute concerning a question of fact arising under an approved contract which is not disposed of by agreement shall be decided by the Tribe's Contracting Officer, who shall mail or otherwise furnish a copy thereof to the Contractor. This decision shall be final and conclusive unless, within 30 days from the date of receipt of such copy, the Contractor mails or otherwise furnishes to the Contracting Officer a written appeal addressed to the Head of the Agency. The decision of the Head of the Agency or his duly authorized representative for the determination of such appeals shall be final and conclusive unless determined by a court of competent jurisdiction to have been fraudulent, or capricious, or arbitrary, or so grossly erroneous as necessarily to imply bad faith, or not supported by substantial evidence.
This "Disputes" clause does not preclude consideration of law questions in connection with decisions, provided for in (a) above. Provided that nothing in a contract shall be construed as making final the decision of any Administrative Official, Representative or board on a question of law.
- FOREIGN SUPPLIES: This contract is subject to the Buy American Act (4 U.S.C, 10 (a-d)) as implemented by Executive Order 10582 of December 17, 1954 and any restrictions in appropriation acts on the procurement of foreign supplies.
- CONVICT LABOR In connection with the performance of work under this contract, the Contractor agrees not to employ any person undergoing sentence of imprisonment except as provided by Public Law 89-126, September 10,1965 (18 U.S.C, 4082 (0)(2)) and Executive Order 11755, December29, 1973.
- OFFICIALS NOT TO BENEFIT: No member of or Delegate to the Spokane Tribal Business Council or tribal employee shall be admitted to any share of or payment under this contract, or to any benefit that may arise therefrom; but this provision shall not be construed to extend to this contract if made with a corporation for its general benefit.
- COVENANT AGAINST CONTINGENT FEES: The Contractor warrants that no person or selling agency has been employed or retained to solicit or secure this contract upon any agreement or understanding for a commission, percentage, brokerage or contingent fees, excepting bona fide employees or bona fide established commercial or selling agencies maintained by the Contractor for the purpose of securing business. For breach or violation of this warranty, the Tribe shall have the right to annul this contract without liability, or in its discretion to deduct from the contract price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.
- DISQUALIFIED/CANCELLED BIDS: Any bids improperly submitted or received late will be considered non-response but will not be returned or a notification mailed.

INSURANCE REQUIREMENTS

Insurance companies must be acceptable to the Tribe, be authorized to provide coverage in Washington state, and must have a current A.M. Best rating of A+ or better. Prior to the final award, final approval,

and commencing of work, the awarded contractor shall be responsible and required to provide the following:

A. Comprehensive or Commercial Form General Liability Insurance (contractual liability included) with limits as follows:

Each Occurrence \$1,000,000.00

If the above insurance is written on a claims-made form, it shall continue for three years following termination of this agreement. The insurance shall have a retroactive date of placement prior to or coinciding with the effective date of this Agreement.

B. Business Automobile Liability Insurance for owned, scheduled, non-owned, or hired automobiles with a combined single limit not less than \$1,000,000.00 dollars per occurrence.

C. Workers' Compensation as required by Washington State law.

It is understood that the coverage and limits referred to under A., B., and C. above shall not in any way limit the liability of the awarded vendor. The awarded vendor shall furnish the Tribe with certificates of insurance evidencing compliance with all requirements prior to commencing work under a contract resulting from this RFB. The Tribe will be named as an Additional Insured for all coverage provided by this policy of insurance and shall be fully and completely protected by this policy from all claims.

Indemnification

The Contractor shall indemnify, defend and hold harmless the Spokane Tribe of Indians and its officers, employees, and agents, against all liability for damages occasioned in completing the scope of work in this bid or which may result therefrom, or which may result in any way from the negligence or carelessness of the Contractor or the Contractor's agents, employees, or workers, by reason of the elements, unforeseen or unusual difficulties, obstructions, or obstacles encountered in the prosecution of the work. Further, the Contractor shall indemnify and hold the Spokane Tribe of Indians for all claims and liabilities, actions, causes of action, and liens for materials furnished or labor performed in the execution of the work and from all costs, charges, and expenses incurred in defending such suits or actions and from and against all claims and liabilities for injury or damage to persons or property emanating from the acts, errors, omissions and negligence of the Contractor, including but not limited to defective or careless work methods.

COVENANTS AGAINST KICKBACKS

All conditions regarding covenants against kickbacks under 48 CFR Ch. 1-52.203-7 apply.

Failure to abide by the provisions of this section may, without further notice, result in the immediate termination of any contract awarded.

RESERVATIONS

The Spokane Tribe of Indians Reserves:

1. The right to reject any or all bids, to serve in the best interest of the Spokane Tribe.
2. The right to cancel this RFB at any time for any reason.
3. The right to negotiate with all or one respondent when such action is deemed to be in the best interest of the Spokane Tribe.
4. The right to cancel any agreement, if in its opinion there is a failure at any time to perform adequately the stipulations of the request for bid, or if there is any attempt to willfully impose upon the

- Spokane Tribe services which are in the opinion of the Spokane Tribe of an unacceptable quality.
5. The right to require the awarded vendor to obtain and/or have in place General Liability Insurance in an amount no-less than the limits of the Spokane Tribe of Indians General Liability Coverage.

SUBCONTRACTING

If subcontractors are to be used, that fact and the name of the proposed subcontracting company must be identified on the Sub-contracting form (below); and the self-certification documents must be clearly completed for each prior to all contract finalizations. Following the award of the contract, no additional subcontracting will be allowed without the express prior written consent of the Spokane Tribe of Indians.

SUBCONTRACTOR LIST

To be submitted with the Bid

Failure to list subcontractors or vendors who are proposed to perform any and/or all portions of the bid price will result in your bid being non-responsive and therefore void.

Subcontractor(s) and/or vendor(s) that are proposed to perform or supply work or materials for this bid must be listed below. The work to be performed is to be listed below under the subcontractor(s) name.

If no subcontractor or vendor is listed below, the bidder acknowledges that it does not intend to use any subcontractor or vendor.

SUBCONTRACTOR	
Name:	
Work to Be Performed:	

SUBCONTRACTOR	
Name:	
Work to Be Performed:	

SUBCONTRACTOR	
Name:	
Work to Be Performed:	

SUBCONTRACTOR	
Name:	
Work to Be Performed:	

SUBCONTRACTOR	
Name:	
Work to Be Performed:	

**Contractor Certification Regarding
Debarment, Suspension, and Other Responsibility Matters**

The prospective contractor certifies to the best of its knowledge and belief, that it and its principals:

- (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal, State, Local, or Tribal department or agency;
- (b) Have not within a five-year period preceding this bid been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, Local, or Tribal) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- (c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, Local, or Tribal) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
- (d) Have not within a three-year period preceding this application/bid had one or more public transactions (Federal, State, Local, or Tribal) terminated for cause or default.

I understand that a false statement on this certification may be grounds for rejection of this bid or termination of the award. In addition, under 13 USC Sec. 1601, a false statement may result in a fine of up to \$10,000 or imprisonment for up to 5 years or both.

Typed name & Title of Authorized Representative

Signature of Authorized Representative

Date

- I am unable to certify to the above statements. My explanation is attached.