

Hualapai Tribal Utility Authority

Request for Proposal for Management of Hoover Schedule D allocations

Overview:

The Hualapai Tribal Utility Authority (HTUA) is charged with the responsibility to oversee the development and management of electrical and other public utilities on the Hualapai Reservation.

The HTUA has been allocated of 381 KW of contingent capacity and 831,142 KWhrs of firm energy from Western (D1) and was allocated 100 KW of contingent capacity and 218,184 KWhrs of firm energy per year from the APA (D2). The HTUA seeks to enter into arrangement with another utility or a managed power pool where it can maximize the value of its two allocations while minimizing or even eliminating the up-front buy-in costs charged by Western.

All proposals submitted in response to this RFP must conform to the requirements and specifications outlined in this document in its entirety.

This RFP provides for Indian Preference but is not limited to Indian Owned Enterprises only. (see Indian Preference Statement and Requirements –Attachment D).

RFP INFORMATION AT A GLANCE

HTUA Contact Person	Mr. Kevin A. Davidson, Director
Phone	928-769-1310
e-mail	kdavidson@hualapai-nsn.gov
Address	PO Box 179 Peach Springs, AZ 86434
RFP Submittal	Hualapai Planning Department 887 Highway 66 PO Box 179 Peach Springs, AZ 86434

Proposal submittals will not be accepted via FAX

Proposal Submittal Deadline 4:00 pm, Monday, August 22, 2016

Not to Exceed Limits:

Contract Time Period October 1, 2016, to September 30, 2037.

Hualapai Tribe's Reservation of Rights Notice

- The Hualapai Tribe reserves the right to reject any and all proposals, to waive any informality in the RFP process, or to terminate the RFP process at any time.
- The Hualapai Tribe reserves the right to not award a contract pursuant to this RFP.
- The Hualapai Tribe reserves the right to terminate a contract awarded pursuant to this RFP, at any time for its convenience upon fourteen (14) days written notice.
- The Hualapai Tribe reserves the right to negotiate the fees proposed by the applicant/entity
- The Hualapai Tribe reserves the right to reject and not consider any proposal that does not meet the requirements of this RFP, including but not-necessarily limited to: incomplete proposals and/or proposals offering alternate or non-requested services.
- The Hualapai Tribe shall have no obligation to compensate any applicant for any costs incurred in responding to this RFP.

Background:

In 2014, the Hualapai Tribal Council authorized the Tribe's Planning and Economic Development Department to apply to Western Area Power Association (Western) for a share of the Boulder Canyon Project's post-2017 Schedule D power pool for which the Tribe was allocated of 381 KW of contingent capacity and 831,142 KWhrs of firm energy per year as published in the Federal Register on December 18, 2014, and referred to as D1. In addition, the newly formed Hualapai Tribal Utility Authority (HTUA) applied to the Arizona Power Authority (APA) in May of 2015 for an additional 100 KW of Hoover Schedule D power and was allocated 100 KW of contingent capacity and 218,184 KWhrs of firm energy per year from the APA on July 17, 2015, and referred to as D1.

This electric power may be purchased from Western and the APA by the HTUA at a wholesale rate. However, the HTUA has yet to construct or purchase an electric distribution system to take delivery of this low cost power, so in the short-term the tribe has two viable options: 1) enter into a benefit arrangement with another Western customer in the BCP marketing area that can take delivery of the resource, or 2) enter in a power pool with other allottees where the power can be commingled to maximize the value of tribe's allocation. The tribe will also entertain offers that include the banking of energy, displacements, and the exchange of energy and capacity among customers.

On July 5, 2016, the HTUA received notice from the APA requesting 1) a resolution of Intent to Sign the Power Sales Contract, and 2) a resolution to Increase in Allocation Amount of up to Ten Percent for Boulder Canyon Project Post-2017 Schedule D Capacity & Energy. Both have been approved which may increase the D2 allocation 110 KW of contingent capacity and approximately 240,000 KWhrs of firm energy.

Hoover power has several costs to buy into the system which will have reduced value to the new allottee's allocation in the first several years of the 50-year contract. The estimated costs charged by Western to Hualapai for the D1 allocation are approximately \$27,500 in repayable advances, which can be spread over five years, plus an estimated \$2,700 in working capital and \$2,420 in transitional costs. For Hualapai's D2 allocation from the APA, these include approximately \$7,500 in repayable advances, which also can be spread over a five-year period, and a higher energy rate in 2018 to cover the estimated \$750 in working capital and \$675 in transitional costs requested by Western upfront.

I. SCOPE OF PROPOSAL

The HTUA will receive proposals for management for either or both its D1 and D2 allocations:

- a) Term of contract, amount of notice required prior to termination by either party, penalty for early withdrawal, if any, and structure of agreement including disposition of the allocation during the contract.
- b) Scheduling of power.
- c) Value per KW or KWhr of the D1 and/or D2 allocation to the tribe per year for the first five years of the contact (to address Western's buy-in costs) and a yearly projection thereafter.
- d) Address unforeseen increases in the annual BCP Revenue Requirement of the current 10-year forecasted annual BCP Revenue Requirement and what portion the tribe will pay, if any.
- e) Working capital re-payment by the tribe at end of contract, if any.
- f) Billing method with Western and/or APA and frequency of payments to the tribe.
- g) Management fees of D1 and/or D2 allocation in addition those listed above.

II. PROPOSAL FORMAT

The HTUA intends to retain the successful applicant on a "Best Value" basis and qualification evaluation, not a "Low Bid" basis, so the HTUA can properly evaluate the proposals received. All proposals submitted in response to this RFP must be formatted in accordance with the sequence noted below. Each category must be separated by index dividers numbered and labeled with the corresponding Tab reference also noted below. None of the proposed services may conflict with any requirement the HTUAS has published herein or has issued by addendum.

Tab 1: Form of Proposal: The Form of Proposal is attached hereto and incorporated herein by reference as Attachment A. It must be fully completed and executed and submitted as a part of the proposal.

Tab 2: Profile of Firm Form: The Profile of the Firm Form is attached hereto and incorporated herein by reference as Attachment B. It and its required attachments must be fully completed and executed and submitted as a part of the proposal.

Tab 3: Proposed Service Description: As more fully detailed within Section I, Scope of Proposal, Subsection A through C. Provide a narrative description of all services proposed to be provided as well as a description of the plan and/or methods that the applicant will utilize to deliver the proposed services.

Tab 4: Proposed Fees Form: The Proposed Fees Form is attached hereto and incorporated herein by reference as Attachment C. It must be fully completed, signed, and submitted as a part of the proposal.

Tab 5: Managerial Capacity: The applicant/entity must submit a concise description of its managerial capacity to deliver the proposed services. Resumes of key personnel should be included under this Tab.

Tab 6: Client List: The applicant/entity must submit a list of at least three (3) former or current clients for whom the applicant has performed similar or like services to those being proposed within the past three years. The list must include:

- Client's name
- Client's contact name
- Client's phone number
- A description of services provided

Tab 7: Subcontractor/Joint Venture Information: Describe hereunder whether or not the applicant intends to use any subcontracts for this job, if awarded, and/or if this Proposal is a joint venture with another firm. Please note that all information required from the applicant under the preceding Tabs is also required for any major subcontractors (10% or more) and for any joint venture partners.

Tab 8: Indian Preference Documentation: For any entity claiming an Indian Preference, they shall include any completed certification forms and required attachments that substantiate the percentage of Indian ownership of the entity.

Tab 9: Other Information: The applicant/entity may include any other general information that the applicant believes is appropriate to assist the selection committee in its evaluation such as letters of recommendation and relevant project descriptions.

III. PROPOSAL SUBMISSION

All proposals must be submitted and time-stamped received in the HTUA care of the Planning Office no later than the submittal deadline stated herein or within any ensuing addendum. Three copies of the proposal submittal including one original signature copy shall be placed in a sealed package addressed to:

Hualapai Tribal Utility Authority
Attention: Mr. Kevin A. Davidson, Director
887 Highway 66
PO Box 179
Peach Springs, AZ 86434

Package exterior must clearly denote:

Management of Hoover Schedule D Allocations – HTUA

Proposals submitted after the published deadline will not be accepted.

A. Submission Conditions:

Applicants are not allowed to change the Conditions or Specifications contained herein by making or entering onto these documents or the documents submitted any revisions or additions; and if any such additional marks, notations, or revisions are entered on any of the documents that are submitted to the HTUA by the applicant, such may invalidate that proposal. If, after accepting such a proposal, the HTUA decides that any such entry has not changed the intent of the proposal that the HTUA intended to receive, the HTUA may accept the proposal and the proposal shall be considered by the HTUA as if those additional marks, notations or revisions were not entered on such.

By requesting the proposal documents, each such prospective applicant is agreeing to confirm (by signing and returning by fax) all notices that the HTUA delivers to him/her, and by submitting a proposal, the applicant is thereby agreeing to abide by all terms and conditions published herein and by addendum pertaining to this RFP.

B. Submission Responsibilities:

It shall be the responsibility of each such applicant to be aware of and abide by all dates, times, conditions, requirements, and specifications set forth within all applicable documents issued by the HTUA including the RFP, the required Proposal Format, and any addenda published by the Department. By virtue of completing, signing, and submitting the completed documents, the applicant is stating their agreement to comply with the instructions, conditions, and requirements set forth within those documents. Written notice from the applicant not authorized in writing by the HTUA, to exclude any of

the HTUA requirements contained within the documents, may cause that Applicant to not be considered.

IV. PROPOSAL EVALUATION CRITERIA

A. Evaluation Criteria: The following criterion will be utilized by HTUA to evaluate each proposal submitted:

Criterion 1 – 40 Points – Value of the D1 and/or D2 allocations to the tribe.

Criterion 2 – 30 Points – Terms and conditions of the agreement.

Criterion 3 – 20 Points – Specialized Knowledge and Experience and Technical Competence and Capability that the applicant displays in that the proposal submitted shows: (a) A knowledge and understanding of the scope of the work to be performed; (b) a realistic approach to the performance of the required work.

Criterion 4 – 10 Points - Indian Owned Enterprise.¹

B. Evaluation Method

The HTUA shall establish a panel to evaluate each proposal submitted in response to this RFP in accordance with the evaluation criteria referenced in Section IV-A of this document. The evaluation methods utilized by the panel may include reports from oral interviews of each applicant’s references.

All persons having a familial (including in-laws) and/or employment relationships (past or current) with principals and/or employees of an applicant/entity will be excluded from participation on the HTUA’s evaluation panel. Similarly, all persons having ownership interest in and/or a contract relationship with an applicant/entity will be excluded from participation on the HTUA’s evaluation panel.

C. Contract Award Procedure

If a contract is awarded pursuant to this RFP, the following procedure will be followed.

Upon completion of the Proposal Evaluation Process, the selection committee will forward its conclusion and recommendation to the HTUA Board and then Tribal Council for approval. This should be within 15-days of the bid due date. Upon Council approval, the Contracts and Grants Department will prepare the Standard, Hualapai Professional Services Agreement to which this RFP and the selected entity’s proposal

¹ For any applicant claiming Indian Preference, the applicable information shall be entered where provided on the Form of Proposal. The HTUA shall retain the right to deny to any applicant any Indian Preference claimed, if in the opinion of the HTUA, the applicant does not submit the appropriate justification required by Attachment D. Therefore, the HTUA shall not be able to accept any such additional documentation after the deadline for the receipt of proposals.

shall be attached and incorporated therein. By submitting a proposal, and executing the Professional Services Agreement, the selected entity is agreeing to be bound by the terms and conditions set forth in the Professional Services Agreement and this RFP. A copy of the Standard Hualapai Professional Services Agreement is included herein as Attachment E. Notice to Proceed is expected to occur within 15 days of contract award. Those entities not selected will be notified after the Council makes the contract award.

V. ATTACHMENTS

- A. Form of Proposal
- B. Profile of Firm Form
- C. Proposed Costs Form
- D. Indian Preference Form
- E. Hualapai Professional Services Agreement

ATTACHMENT A

FORM OF PROPOSAL

Tab 1: Form of Proposal: This Form of Proposal –Attachment A, is attached hereto and incorporated herein. Requirements listed here must be fully completed, executed and submitted to constitute a complete proposal (please mark on Attachment A each Tab included in the proposal).

Tab 2: Profile of Firm Form: The Profile of Firm Form is attached hereto and incorporated herein by reference as Attachment B. It and its required attachments must be fully completed and executed and submitted as a part of the proposal. Include descriptions of relevant project experience behind the Profile of Firm Form under this Tab 2. Letters of reference and other supporting documentation should be included under Tab 9 - Other Information.

Tab 3: Proposed Service Description: As more fully detailed within Section I, Scope of Proposal, Subsection A through G. Provide a narrative description of all services proposed to be provided as well as a description of the plan and/or methods that the applicant will utilize to deliver the proposed services.

Tab 4: Proposed Fees Form: The Proposed Fees Form is attached hereto and incorporated herein by reference as Attachment C. It must be fully completed, signed, and submitted as a part of the proposal.

Tab 5: Managerial Capacity: The applicant entity must submit a concise description of its managerial capacity to deliver the proposed services. Include Resumes of key personnel under this tab.

Tab 6: Client List: The applicant entity must submit a list of at least three (3) former or current clients for whom the applicant has performed similar or like services to those being proposed, within the past three years. The list must include:

- Client's name
- Client's contact name
- Clients phone number
- A description of services provided

Tab 7: Subcontractor/Joint Venture Information: Describe hereunder whether or not the applicant intends to use any subcontracts for this job, if awarded, and/or if this Proposal is a joint venture with another firm. Please note that all information required from the applicant under the preceding Tabs must also be included for any major subcontractors (10% or more) and for any joint venture partners.

Tab 8: Indian Preference Documentation: For any entity claiming an Indian Preference, they shall include any completed certification forms and required attachments that substantiate the percentage of Indian ownership of the entity.

Tab 9: Other Information: The applicant entity may include any other general information that the applicant believes is appropriate to assist the HTUA in its evaluation.

ATTACHMENT B
PROFILE OF FIRM FORM

(1) Prime _____ Subcontractor _____ (This form must be completed by each)

(2) Name of Firm: _____

(3) Street Address: _____

(4) City, State, Zip: _____

(5) Phone: _____ Fax : _____

(6) Federal Tax ID Number _____

(7) State Contractors License; State, Type, and Number

(8) Year Firm Established: _____

(9) Type of Ownership: _____

(10) Former Name and Year Established (if applicable)

(11) Name of Parent Company and Year Acquired (if applicable)

(12) Identify Principals/ Partners in firm; submit brief resume for each under Tab 5.
Name Title % Ownership

(13) Identify individual(s) that will act as project manager and any other supervisory personnel that will work on the project; submit brief resumes for each under Tab 5.

Name

Title

(14) General Liability Insurance carrier and policy number

_____ Coverage Amount _____

(15) Professional Liability Insurance carrier and policy number

_____ Coverage Amount _____

(16) Debarred Statement: Has this firm or any of its principals ever been debarred from providing any services by the Federal Government, State Government, or Indian Tribe?

Yes_____ No_____

If yes, please attach a full explanation including dates, circumstances, and current status.

(17) Disclosure Statement: Does this firm or any principal of this firm have any current or past personal or professional relationship with any member of HTUA staff or serving Hualapai elected officials? Yes_____ No_____

If yes, Names of such staff or officials_____

ATTACHMENT C

PROPOSED COSTS FORM

PLEASE NOTE: Do not provide these costs in any other manner other than as detailed within this form. Costs shall be provided either on this form, or attached to this form. In either case, Costs are to be submitted only under Tab 4. Any applicant that submits proposed costs under any other tab will be rejected from consideration.

- 1. Costs for Professional Services

- 2. Costs for Ancillary or Support Services

- 3. Costs for Travel Expenses

- 4. Costs for Other Expenses (copying, office supplies, etc.)

- 5. Total Cost

Company Name

Address

Signature (Authorized Representative)

Title

Date

ATTACHMENT D

INDIAN PREFERENCE FORM

Indian Preference Statement:

Indian Preference in Selection Process:

The work to be performed under this contract is on a project subject to section 7(b) of the Indian Self Determination and Education Assistance Act (25 U.S.C. 450 e(b)) (Indian Act). Section 7(b) requires that to the greatest extent feasible (A) preferences and opportunities for training and employment shall be given to Indians and (B) preferences in the award of contracts and sub-contracts shall be given to Indian-owned economic enterprises.

The parties to contracts associated with this project shall comply with the provisions of section 7(b) of the Indian Act. In connection with this project, contractors shall, to the greatest extent feasible, give preference in the award of any sub-contracts to Indian organizations and Indian-owned economic enterprises, and preferences and opportunities for training and employment to Indians and Alaska Natives.

Contractors shall include this section 7(b) clause in every sub-contract in connection with the project, and shall, at the direction of the Tribe, take appropriate action pursuant to the sub-contract upon a finding by the Tribe, or HUD that a sub-contractor has violated section the 7(b) clause of the Indian Act.

PLEASE NOTE: It is not necessary to complete and submit this form and any of the noted items if you are not claiming Indian Preference.

CERTIFICATION FOR FIRMS SEEKING INDIAN PREFERENCE IN CONTRACTING AND DEMONSTRATION OF ABILITY: So that the HTUA may assess your firm's eligibility to claim Indian Preference as noted above, in addition to other required items, please include with your submission as many of the following items as possible. Failure to include any of the these items as evidence may result in denial by the HTUA to certify your firm as an Indian owned company and therefore, ineligible to receive Indian Preference.

INDIAN ENTERPRISE QUALIFICATION STATEMENT

The Undersigned certifies under oath the truth and correctness of all answers to questions made hereinafter:

1. Applicant wishes to qualify as:

An "Economic Enterprise" as defined in Section 3(e) of the Indian Financing Act of 1974 (P.L. 93-262); that is "any Indian-Owned...commercial, industrial or business activity established or organized for the purpose of profit: Provided, that such Indian Ownership shall constitute not less than 51 percent of the enterprise:

--or--

A "Tribal Organization" as defined in Section 4(c) of the Indian Self-Determination and Education Assistance Act (P.L. 93-63 8); that is: "the recognized governing body of any Indian Tribe; any legally established organization of Indians which is controlled, sanctioned or chartered by such governing body or which is democratically elected by the adult members of the Indian community to be served by such organization and which includes the maximum participation of Indians in all phases of its activities: Provided, that in any case where a contract is let or grant made to an organization to perform services benefiting more than one Indian Tribe, the approval of each such Indian Tribe shall be a prerequisite to the letting or making of such contract or grant..."

2. Name of Enterprise or Organization: _____

Address: _____

Telephone No.: _____

3. Check One:

Corporation

Joint Venture

Partnership

Other:

Sole Proprietorship

4. Answer the following:

If a Corporation:

a. Date of incorporation: _____

b. State of incorporation: _____

c. Give the names and addresses of the officers of this Corporation and establish whether they are Indian (I) or Non-Indian (NI).

Name and <u>Social Security No.</u>	I or <u>NI</u>	<u>Title</u>	<u>Address</u>	<u>% of Stock</u> <u>Ownership</u>
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_____	_____	<u>President</u>	_____	_____
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_____	_____	<u>Vice-President</u>	_____	_____
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_____	_____	<u>Secretary</u> <u>or Clerk</u>	_____	_____
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_____	_____	<u>Treasurer</u>	_____	_____
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_____	_____	_____	_____	_____
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_____	_____	_____	_____	_____
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_____	_____	_____	_____	_____
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d. Complete the following information on all stockholders who are not listed in c. above, owning 0% or more of the stock. Establish whether they are Indian (I) or Non-Indian (NI).

Name and	I or		% of Stock
<u>Social Security No.</u>	NI	<u>Address</u>	<u>Ownership</u>

If a Sole Proprietorship or Partnership:

a. Date of Organization: _____

b. Give the following information on the individual or partners and establish whether they are Indian (I) or Non-Indian (NI).

Name and	I or		% of Stock
<u>Social Security No.</u>	<u>NI</u>	<u>Address</u>	<u>Ownership</u>

If a Joint Venture:

a. Date of Joint Venture Agreement: _____

b. Attach the information for each member of the joint venture prepared in the appropriate format given above.

5. Give the name, address, and telephone number of the principal spokesperson of your organization:

6. Has any officer or partner of your organization listed in #4 been an officer or partner of another organization that failed in the last ten years to complete a contract? _____

If yes, state circumstances:

7. Has this enterprise failed in the last ten years to complete any work awarded to it or to complete the work on time? _____

If so, note when, where and why:

8. Will any officer or partner listed in #4 be engaged in out-side employment?

_____ Yes

_____ No

If Yes, complete:

	Hours Per Week	
<u>Name/Title</u>		<u>Outside the Enterprise</u>
_____		_____

9. If the enterprise or anyone listed in #4 above, currently subject to an administrative sanction issued by any department or agency of the Federal Government?

Yes

No

If Yes, complete:

<u>Name of person/business</u>	<u>Date of Action</u>	<u>Type of Action</u>	<u>Department or Agency</u>
_____	_____	_____	_____
_____	_____	_____	_____

10. Does this enterprise have any subsidiaries or affiliates or is it a subsidiary or affiliate of another concern?

Yes

No

If Yes, complete:

<u>Name and address of subsidiary, affiliate or other concern</u>	<u>Description of Relationship</u>
_____	_____
_____	_____
_____	_____

11. Does this enterprise or any person listed in #4 above have or intend to enter into any type of agreement with any other concern or person which relates to or affects the on-going administration, management or operations of this enterprise? These include but are not limited to management, and joint venture agreements and any arrangement or contract involving the provision of such compensated services as administrative assistance, data processing, management consulting of all types, marketing, purchasing, production and other types of compensated assistance.

Yes

No

If yes, attach a copy of any written agreement or an explanation of any oral or intended agreement.

12. Has this enterprise ever been subject to a judgment of any court or administrative sanction (Federal, State, or Tribal)?

Yes

No

Has any individual listed in #4 ever been subject to judgment of any court or administrative sanction (Federal, State, or Tribal)?

Yes

No

If the answer is Yes to either question, furnish details in a separate attachment.

13. Has any tax lien or other collection procedure been instituted against this enterprise or the individuals listed in #4 as a sole proprietor or partner in their capacities with this enterprise or other enterprise?

Yes

No

If yes, furnish details in a separate exhibit.

14. Has this enterprise or any person listed in #4 ever been involved in a bankruptcy or insolvency proceeding?

___Yes

___No

If yes, provide details in an attachment.

15. What dollar amount of Working Capital is available to your enterprise prior to the start of construction?

\$_____

Explain the source of these funds:

Include a copy of the Company's most recent audited financial statement.

16. How will project development bookkeeping and payroll be maintained: (check one)

a. By contract with an outside professional accounting firm: _____

Name: _____ Address: _____

_____ Telephone: _____

b. Records are to be kept by enterprise personnel: _____

If "b" has been checked--state the qualifications of

your personnel to perform this function:

c. Other: _____

17. Trade References (include addresses and phone numbers):

18. Bank and credit references (including addresses and phone numbers):

19. Indicate the core crew employees in your work force, their job titles, and whether they are Indian or Non-Indian. Core crew is defined as an individual who is either a current bonafide employee or who is not a current employee but who is regularly employed in a supervisory or other key skilled position when work is available.

b. Over the past three years, what has been the average number of employees:

20. Attach certification by a tribe or other evidence of enrollment in a federally recognized tribe for each officer, partner or individual designated as an Indian in #4.

21. Attach a certified copy of the charter, article of incorporation, by-laws, partnership agreement, joint venture agreement and/or other pertinent organizational documentation..

22. Explain in narrative form the stock ownership, structure, management, control, financing, and salary or profit sharing arrangements of the enterprise, if not covered in answers to specific questions heretofore. Attach copies of all shareholder agreements, including voting trust, employment contracts, agreements between owners and enterprise. Include information on salaries, fees, profit sharing, material purchases, and equipment lease or purchase arrangements.

23. Evidence relating to structure, management, control, and financing should be specifically included. Also, list the specific management responsibilities of each principal, sole proprietor, partner, or party to a joint venture (as appropriate) listed in response to #4.

24. Attach evidence that the enterprise (or an individual in it) is appropriately licensed for the type of work that is to be performed. Include Federal ID Number.

25. Attach a brief resume of the education, technical training, business, employment, design and/or construction experience for each officer, partner or sole proprietor listed in #4. Include references.

NOTES:

I. Omission of any information may be cause for this statement not receiving timely and complete consideration.

II. The persons signing below certify that all information in this INDIAN ENTERPRISE QUALIFICATION STATEMENT, including exhibits and attachments, is true and correct.

III. Print and type name below all signatures.

If applicant is Sole Proprietor, Sign Below:

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

Name	Date
------	------

Name	Date
------	------

If applicant is a corporation, affix corporate seal

Corporate Seal

By: _____

President's Signature

Date

Attested by: _____

Corporate Secretary's Signature

Date

WARNING: U.S. Criminal Code, Section 1010, Title 18, U.S.C. provides in part:

"Whoever...makes, passes, utters, or publishes any statement, knowing the same to be false...shall be fined not more than \$5,000 or imprisoned not more than two years, or both."

ATTACHMENT E

Hualapai Professional Services Agreement

HUALAPAI TRIBAL NATION
PROFESSIONAL SERVICE CONTRACT

This Contract is made between the Hualapai Tribe, Hualapai Tribal Utility Authority, Peach Springs, AZ 86434 (the "Tribe"), and, _____, an independent contractor, whose address is _____.(Tax ID. No.)_____. (the "Contractor"). The Tribe agrees to contract for the service of Contractor and Contractor agrees to provide services, under the terms and conditions of this Contract.

1. Description of Services:

Contractor shall provide the following services to the Tribe:

Refer to proposal that lists Scope of Work to be accomplished.

(Scope of work attached to this contract)

2. Deliverables:

(List deliverable products listed in Scope of work attached to this contract)

In addition to the work described in the Statement of Work, Attachment 1,

Contractor shall submit to the Tribe the following reports or other work products:

3. Payment for Services.

In full consideration of the personal services to be provided under this Contract, the Tribe agrees to pay Contractor as follows:

[] the fixed sum of \$ _____ for the services described in Attachment 1,

Statement of Work, or; in (monthly) progress payments of \$ _____, **Not to exceed \$ _____.**

[] at the rate of _____ \$ per hour, up to maximum of \$ _____

per day, for services described in Attachment 1, Statement of Work, but not to exceed the sum of \$ _____ for all work under this Contract unless authorized in writing by the Tribe's _____.

As a precondition to receipt of any payments under this Contract, Contractor

must provide the Tribe with invoices detailing all work performed under this Contract since the

previous invoice. Such invoices shall include a detailed description of services provided in the time period since the last invoice was submitted. Invoices shall be submitted to the Tribe: bi-weekly, or monthly, or upon completion of the Contract: Contractor will be paid monthly according to monthly invoices submitted for payment. **Contract not to exceed \$_____.**

Payment for approved invoices will be made within Thirty (30) days of receipt of such invoices by The Accounting Department of the Tribe. Final billing must be received within thirty (30) days of the completion or termination of this Contract.

Contractor further agrees that final payment for his services will be made after a review of the work performed is completed by the Tribes Principal Contacts. If the work is found to be unsatisfactory, the Tribe reserves the right to withhold final payment indefinitely until all deficiencies are corrected.

4. Period of Performance.

This Contract shall commence on _____, and shall end on _____, unless terminated earlier as provided in this Contract. This period of performance may be extended only by the written agreement of the Tribe and the Contractor.

Contractor agrees that he is solely responsible for beginning and completing this Contract by the dates specified in this Contract.

Contractor agrees that he shall be responsible for any costs to the Tribe associated with not completing this Contract by the scheduled ending date, unless unforeseen circumstances beyond control was caused by the management of the Tribe.

5. Principal Contacts.

All notices under this Contract shall be sent to the following designated Principal

Contacts under this Contract. The Tribe may change its Principal Contacts at any time by written notification.

Tribe's principal contact:

Contracting Officer Mr. Kevin A. Davidson

Director, Hualapai Planning Department
Acting General Manager, HTUA

Compliance Officer Ms. Salena Siyuja

Hualapai Grants and Contracts Department

Contractor's principal contact: _____

Representative

Contractor and his work shall be monitored by the **HTUA**, to determine whether the Contractor is in compliance with this Contract.

6. Independent Contractor.

It is understood and agreed that Contractor is an independent contractor with respect to all work to be performed under this Contract, and that Contractor is not an agent or employee of the Tribe. It is further understood and agreed that Contractor is not authorized to act on behalf of the Tribe, and that actions of Contractor are not actions of the Tribe.

Contractor will be responsible for providing all tools and equipment necessary to perform the tasks associated with this contract.

Contractor will be responsible for paying all employees or subcontractors he hires

to perform any of the work under this Contract. Contractor's employees and subcontractors are not the employees of the Tribe. Contractor is solely responsible for paying his employees and subcontractors and for any obligation to pay or withhold any federal, state, tribal, or local taxes on the amounts Contractor pays to his employees and subcontractors.

Contractor will be responsible for payment of all applicable federal, state, tribal and local taxes, and/or special levies required under unemployment insurance, social security, income tax, and/or other laws, with respect to Contractor's performance of his obligations and receipt of payment under this Contract. The Tribe will not withhold any taxes payable by the Contractor on the amounts paid to Contractor under this Contract.

Contractor and the Tribe shall each retain its right to conduct its own separate business affairs, provided that such affairs do not interfere with the parties' obligations under this Contract.

7. Representations and Warranties of Contractor.

Contractor represents and warrants to the Tribe that he is not subject to any obligations, contracts, or restrictions that would prevent him from entering into or carrying out the provisions of this Contract. Contractor further represents and warrants that he has all of the qualifications, education, experience and skills required to complete the work intended to be completed under this Contract. If Contractor is not so qualified, his lack of qualification is grounds for immediate termination of this Contract by the Tribe without liability. Contractor shall devote his best efforts to carry out the work required by this Contract in accordance with the standard of care, skill and diligence normally adhered to by a person in this field providing similar services.

8. Termination.

This Contract may be terminated by either party at any time without cause by giving thirty (30) days advance written notice of such termination to the other party. Contractor shall only be paid for work performed and reasonably billed for prior to the effective date of termination except as may be stipulated in Attachment 1.

Contractor's obligations under Articles 9 through 11 shall survive, and shall not be affected by, termination of this Contract.

9. Indemnification.

Contractor shall be responsible for any wrongful or negligent acts or omissions performed by him, his employees or his subcontractors associated with his performance under this Contract and agrees to indemnify and hold the Tribe harmless from any liability or damage to person or property that arises from or is related to any such act or omission, including any attorney fees that may be incurred.

10. Confidentiality.

Contractor acknowledges that all information related to Contractor's work under this Contract, including all findings, reports, and other information either provided directly or indirectly by the Tribe in connection with the Contract or developed, compiled or created by Contractor in performing his services under this Contract, and all improvements made or conceived by Contractor under this Contract, is confidential and proprietary information owned by, and of great value to, the Tribe. Accordingly, Contractor agrees not to disclose any such confidential information to any person without the prior, written authorization of the Chairman of the Hualapai Tribe.

Regardless of how or when this Contract is terminated, within five (5) working days of completion of the work under this Contract, Contractor shall deliver to the Tribe all copies (including those on computer disk or other electronic medium) of all documents, drawings, specifications, and other materials or information which were furnished directly or indirectly by the Tribe to Contractor in connection with this Contract or which were prepared or acquired by Contractor in performance of services under this Contract.

Contractor shall not use any of the proprietary information described in this paragraph for anyone other than the Tribe's benefit.

11. Intellectual Property.

The title to all work completed by Contractor under or associated with this Contract shall be in the Tribe. Contractor will promptly disclose to the Tribe all inventions, improvements, designs, publications and ideas made or conceived by Contractor in the course of or associated with providing services under this Contract, regardless of whether Contractor develops those inventions, improvements, designs, publications or ideas after the termination on this Contract. Contractor agrees to assign to the Tribe all right and title to all such inventions, improvement, designs, publications and ideas, and all copyrights, patents, and royalties associated with or derived from such ideas.

12. Amendment.

This Contract may be amended only by a written document signed by the Contracting Officer, the Grants and Contracts Compliance Officer to the Tribe and by the Contractor, and approved by the Chairman or Vice Chairman of the Tribe.

13. Assignment.

All rights and obligations under this Contract are personal to Contractor, and Contractor may not assign this Contract, or any rights or obligations hereunder, to any person. Any such attempted assignment shall be void.

14. Governing Law.

This Contract shall be governed by the laws and ordinances of the Hualapai Tribe. All claims arising under or related to this Contract shall be brought to the Contract Officer, Grants & Contract Officer then to the Hualapai Tribal Court.

CONTRACTOR:

By _____

Authorized Officer

HUALAPAI TRIBE:

By: _____

Planning/HTUA Department Contract Officer

By: _____

Grants and Contracts Compliance Officer

By: _____

Chairman or Vice Chairman

Program to be charged: _____

Contract/Grant No.: _____

Line Item/ Account # : _____