

RSOQ #2026-11
REQUEST FOR STATEMENT OF QUALIFICATIONS

ARCHITECTURAL & ENGINEERING SERVICES

**SAN CARLOS APACHE TRIBE
NNEE BICH'O NII APACHE TRANSIT
ADMINISTRATION & VEHICLE STORAGE FACILITY**



San Carlos Apache Tribe (SCAT)

Purchasing Department

3A San Carlos Avenue

San Carlos, AZ 85550

December 22, 2025

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LEGAL NOTICE

January 5, 2026

REQUEST FOR STATEMENT OF QUALIFICATIONS

**Architectural & Engineering (A&E) Services- San Carlos Apache Tribe Nnee Bich'oo Nii
Apache Transit Administration & Vehicle Storage Facility**

RSOQ #2026-11

Description:

Architectural and Engineering Services – Transit Facility

RSOQ Documents:

This RSOQ will be advertised via newspapers, trade outlets, and third-party procurement sites. Obtain official documents by emailing: rose.polk@fin.scat-nsn.gov. SCAT does not host an official solicitation webpage for this RSOQ; any third-party web links are outreach only. The email-distributed documents and written addenda govern.

Pre-Proposal Meeting (Mandatory):

A mandatory virtual Pre-Proposal Meeting will be held on Tuesday, **January 20, 2026**, at 10:00 AM MST. Access credentials provided upon request to rose.polk@fin.scat-nsn.gov. Attendance will be logged.

Clarifications:

Inquiries are to be submitted to Rose Polk, Purchasing Manager, via email at rose.polk@fin.scat-nsn.gov by 3:00 PM MST, Friday, **January 23, 2026**. Addenda will be emailed to planholders and those registered for the pre-proposal meeting and where feasible, cross-posted to third-party outlets by Monday, February 2, 2026, at 3:00 p.m. MST. Only written Addenda modify the RSOQ.

Proposal Submission Deadline:

3:00 pm MST, Tuesday, **February 17, 2026**. Proposals are to be hand-delivered or mailed to Rose Polk, Purchasing Manager, San Carlos Apache Tribe, 3A San Carlos Avenue / PO Box 0, San Carlos, Arizona 85550. Submit one (1) original unbound and five (5) bound copies of the hard-copy proposal – six (6) hard-copies total. Also include an electronic native PDF version of the proposal on a flash drive. This A&E procurement uses Qualifications-Based Selection (QBS); no cost proposals will be accepted at submission.

Compliance with Federal and State laws on Equal Opportunity will also be asserted in consideration for the award of this contract. As an equal opportunity employer, San Carlos Apache Tribe prohibits discrimination on the basis of race, creed, color, religion, age, sex, disability, marital status, sexual orientation, political affiliation, national origin, or ancestry.

San Carlos Apache Tribe reserves the right to accept any proposal, or any part or parts thereof, or to reject any and all proposals. Accepted proposal(s) are subject to financial assistance availability from, and concurrence by, the Federal Transit Administration (FTA), who is the primary funder of this project.

Notice: Indian Preference bonus points may apply; see Evaluation & Selection and Vendor Registration for eligibility and documentation requirements.

DEFINITIONS

"CONTRACT LETTING ENTITY" shall mean the division, department, program, office, or uncertified political subdivision that is awarding a contract. Nnee Bich'oo Nii Apache Transit, in cooperation with San Carlos Department of Finance and Revenue Procurement/Purchasing, will let the contract.

"CONSTRUCTION" or "CONSTRUCTION RELATED" shall mean related to the process of building, altering, repairing, improving, renovating or demolishing any building, or real property. ALL Construction or Construction Related procurement, with the exception of materials, shall be classified as Services procurement. Construction or Construction Related procurement falling within the Small Purchase limitations shall comply with the contract, bonding, insurance, retainage, etc., requirements falling within the Small Purchase limitation.

"INVITATION FOR BIDS" shall mean the written documents (s) issued by the San Carlos Tribe for the purposes of soliciting bids on specified Goods.

"LEASES" shall include rentals and lease arrangements and shall mean any procurement of Goods or property (real and/or personal) that does not result in title passing to the San Carlos Tribe. All leases and lease-like arrangements shall be treated as the procurement of Services, including those leases and lease-like arrangements procuring Goods where title does not pass to the San Carlos Tribe.

"PROCURING PARTY" shall mean the Purchasing Agency as defined in the San Carlos Apache Procurement Code and shall mean the San Carlos Apache Tribal program, department, division or uncertified political subdivision seeking the procurement of Goods and/or Services.

"REQUEST FOR PROPOSAL (RFP)" shall mean the written document (s) issued by the San Carlos Apache Tribe for the purpose of soliciting offers (proposals) on specified Services.

"REQUEST FOR STATEMENT OF QUALIFICATIONS (RSOQ)" shall mean the written document (s) issued by the San Carlos Apache Tribe for the purpose of soliciting information from vendors as to their qualifications and capability to provide Goods or Services to the San Carlos Apache Tribe in a specified area or for a specified purpose. This is a document similar to an RFQ otherwise known as a request for qualifications.

"RESPONSIVE" shall mean a bid or offer (proposal) which conforms in all material requests to an Invitation for Bids, Request for Proposal or Request for Statement of Qualifications.

"SERVICES" shall mean non-tangible items, such as, furnishing and/or performance of labor, time or the provision of expertise (consultants, etc.) that does not involve the delivery of a specific tangible product other than required reports, calculations, and or performance.

"AWARD" - The acceptance by the Nnee Bich'oo Nii Apache Transit of a Proposal for award of a Contract.

"CONTRACT" - The term "Contract" means the written agreement between the parties inclusive of any attachments and any Change Orders issued thereto.

"CONTRACT DOCUMENTS" - The term "Contract Documents" means the Contract, attachments to the Contract (e.g. Insurance, Required Assurances, warranties etc.), and any Change Orders issued thereto.

"CONTRACTOR" - The Consultant selected by Nnee Bich'oo Nii Apache Transit, if any, to perform the Work as set forth in the Contract Documents. The terms "contractor" and "consultant" may be used interchangeably.

"INDIAN PREFERENCE" – Preference given to qualified respondents which can demonstrate Indian ownership and interest in the company. A non-weighted bonus points award applied after the evaluation panel's weighted scoring is finalized. Indian Preference bonus points do not alter category weights, scoring rubrics, or panel scores.

"INDIAN-OWNED FIRM" – A business entity that meets the Indian Ownership and Interest definition and is eligible to claim Indian Preference upon verification through Vendor Registration.

"FTA" - The Federal Transit Administration, United States Department of Transportation, formerly known as the Urban Mass Transportation Administration.

"JOINT VENTURE" - A legal association of entities formed for the purpose of proposing on an RFP or RSOQ and executing the Contract as a single business entity.

"PROPOSAL" - A written submittal, in response to an RFP or RSOQ, by an Offeror for the Work, properly signed, dated and completed and as may be amended or modified by a Final Revised Proposal.

"PROPOSER" - The individual, firm, partnership, team, corporation, joint venture, or other entity that submits a Proposal in response to this RSOQ. For purposes of this RSOQ, "Proposer" and "Offeror" are used interchangeably.

"OFFEROR" - The individual, firm, partnership, team, corporation, joint venture or other entity, which submits a Proposal to Nnee Bich'oo Nii Apache Transit, in response to an RFP or RSOQ, seeking to be selected as the Contractor.

"OWNER" -The San Carlos Apache Tribe, acting by and through Nnee Bich'oo Nii Apache Transit (SCAT), the procuring party for this Project and the counterparty to any resulting Contract. References to "the Tribe" or "SCAT" in this RSOQ denote the Owner, unless the context clearly indicates otherwise.

"WORK" - The term "Work" means the furnishing of all of the supervision, labor, material, equipment, services, and incidentals necessary to perform the Contract. The term "Services" may be used interchangeably.

SECTION 1 - INSTRUCTIONS TO PROPOSERS

1-1 Issuing Office

This Request for Statement of Qualifications (RSOQ) is issued by the San Carlos Apache Tribe Nnee Bich'o Nii Transit Services, PO Box 871, Peridot, AZ 85542 (SCAT). The Agency Project Manager will be Bernadette Kniffin, Department Director.

1-2 Purpose

The SCAT Nnee Bich'o Nii Apache Transit RSOQ is to engage the services of a qualified, responsive, and responsible architectural and engineering firm(s) that will provide architectural and engineering services (A&E) for a proposed new transit administration and vehicle storage facility, to include a preliminary site plan, conceptual site and building plans, final architectural and civil design plans, specification documents for construction bidding, and post design support services. Selection will be qualifications-based in accordance with 49 U.S.C. § 5325(b) and 40 U.S.C. Chapter 11 (Brooks Act). Price will be negotiated only with the highest-ranked firm. This solicitation covers professional A&E services only; construction will be procured separately via a competitive Design-Bid-Build process upon completion of the final design. SCAT intends to procure construction services under a separate solicitation following completion of the design. This RSOQ is for professional A&E services only, consistent with the Brooks Act and FTA procurement requirements. The selected A&E firm shall prepare complete bid-ready plans and specifications suitable for a competitive Design-Bid-Build procurement. In the event of procedural conflict, the RSOQ is issued under the San Carlos Apache Tribe's Purchasing Policy and Procedures Manual (rev. 10/3/2018).

Qualifications-Based Selection (QBS). This solicitation is for Architectural & Engineering (A&E) services and will be conducted using Qualifications-Based Selection. Price/cost is not requested or evaluated at the proposal stage. After ranking firms on qualifications, SCAT will negotiate fair and reasonable compensation with the highest-ranked firm. If negotiations are unsuccessful, SCAT may proceed to the next-highest-ranked firm.

Anticipated Contract Type. SCAT anticipates a Lump Sum (firm-fixed price) agreement for the negotiated scope. Alternate allowable structures (e.g., Cost-Plus-Fixed-Fee for specific tasks) may be considered during negotiations where appropriate. Time-and-Materials may be used only if determined appropriate and will include a not-to-exceed ceiling; cost-plus-percentage-of-cost is not permitted.

1-3 SCAT NNBN Apache Transit Services and Needs

The San Carlos Apache Tribe (SCAT) is a federally recognized Indian Tribe organized pursuant to the Indian Reorganization Act of June 18, 1934 (48 Stat. 984), as amended by the Act of June 15, 1935 (49 Stat. 378) and located on the San Carlos Apache Indian Reservation ("Reservation"). Established in 1871, the Reservation is located in Southeast Arizona in Graham, Gila, and Pinal Counties, and encompasses 1.8 million acres. The reservation is East of the Phoenix metropolitan area. The town of San Carlos, the location

of the tribal government, is approximately 100 miles East of Phoenix. There are more than 15,000 enrolled members. The Tribe is governed by the San Carlos Council, which are elected by the tribal members.

Nnee Bich'o Nii (NNBN) Apache Transit services and priorities are to provide safe and reliable public transportation for the San Carlos Apache Tribe. NNBN Apache Transit services are dedicated to meeting the needs of customers, schools, agencies, and the community as a whole, in the common goal of transporting the public as efficiently and effectively as possible within the means available. The level and quality of transportation service provided is offered without regard to race, color, national origin, age, sex, or disability.

The Reservation is divided into four distinct Districts: Seven Mile Wash, Gilson Wash, Peridot, and Bylas. Each District is unique in terms of its location, autonomy, politics, economy, architecture, infrastructure, and decision-making. Three of the Districts are within 10 miles of each other, while Bylas is located approximately 30 miles to the east of San Carlos. SCAT maintains over 2,400 miles of roadway within this area, including County, Tribal, Bureau of Indian Affairs, Forest Service, and Cattle roads and sections of State Highway US 70. NNBN Apache Transit provides public transportation within the borders of the Reservation: Bylas, Gilson Wash, Peridot, San Carlos, and Seven Mile Wash; and transports individuals to Safford, Globe, and other off-Reservation areas on a daily basis. On an annual basis, NNBN Apache Transit logs over 400,000 miles and transports upwards of 50,000 passengers.

NNBN Apache Transit's vehicle inventory includes a variety of light and medium duty transit vehicles for use in service. Currently many of these vehicles are housed outside with no permanent overhead or four-sided shelter.

- Thirteen (13) ADA Accessible Cutaway Buses. These vehicles are classified as Light Duty and Medium Duty Cutaway Buses, ranging in length from 24 to 33 feet.
- Two (2) ADA Accessible Vans that are used to transport Tribal elders for field trips and events, and as back up for public transit. These vehicles are classified as Light Duty Vans, 22 feet in length.
- Two (2) Crew Cab Trucks are used for the Job Skills and TANF Program.
- Four (4) Sport Utility Vehicles are used to transport TANF Program participants.
- One (1) Sedan is used to transport TANF Program participants.

NNBN Apache Transit currently utilizes three separate buildings/structures that are considered Administration, Maintenance, and Parking Structures.

- **Administration**
The main NNBN Apache Transit office is the Dispatch Facility located at the San Carlos Airport, 1080 HWY 70, San Carlos, AZ 85550. Acquired in 2016, it has four rooms and is 1,156 square feet. The fleet management equipment is housed in this office.
- **Maintenance**

NNBN Apache Transit completed construction of a stand-alone Wash Bay in 2018. This is a 20' x 20', 400 square foot open-walled shelter over a cement pad used for vehicle washing.

- **Parking**

Construction of a Parking Garage was also completed in 2018. It is a 45x100, 4,500 square foot, cement floored, enclosed metal structure used for vehicle storage. It has a locking bay door at each end for vehicle entry and a locking side access door. The structure is large enough to house eight (8) light-duty transit vehicles.

In an effort to combine administration, maintenance, and storage functions into one building, SCAT is requesting design of a combined transit services administration and vehicle storage facility. The proposed facility is to be located on an approximate 6.84-acre parcel of land within the San Carlos Airport Facility, defined as Cutter, Arizona. The proposed facility is to include a parking area for seven to ten personnel vehicles, vehicle storage bays for the entire ADA Accessible bus and van fleet listed above, a wash bay, a repair pit for oil changes and minor repairs, administrative offices, and related asphalt and concrete paving. See **Exhibit A** for the Maps and Layouts (Conceptual). Further detail is provided below and in the scope of work.

- Two-story 13,000 square foot Administration and Driver Facility. The first floor would be for reception, restrooms, locker room with showers, lunch/break room, mini kitchen, and offices. The second floor would be for a conference room, lunch/break room, dispatch office, and general offices.
- A series of bus storage bays sufficient to accommodate the current and future fleet, with roll up doors on each end.
- An enclosed vehicle wash area that will accommodate all size vehicles in the fleet, with applicable wash equipment and drainage system.
- An enclosed vehicle oil change pit with roll up doors on each end that will accommodate all vehicles in the fleet.
- Parking, sidewalks, and outdoor eating area for personnel.
- Related site fencing and gates.

NNBN Apache Transit Services has executed a lease agreement for the land with the San Carlos Apache Nation Division Aeronautics and Land Development, which allows the development of the land for the proposed use.

An A&E company/firm is requested to complete a conceptual and final design, as well as provide post design services during construction, for the following project elements:

a. Conceptual Layout and Design

- Site layout
- Two story office building, location preliminary floor plan
- Preliminary cost estimates

b. Final Design (Architectural and Civil)

- Site grading and drainage
- Site paving, concrete, sidewalks, landscaping, and lighting
- Utility connection to service provider facilities
- Environmental clearances
- Detailed architectural plans and specifications
- Detailed cost estimates
- Documents required to solicit bids from contractors

c. Post-Design Services

- Bidding assistance (pre-bid, addenda, plan holder coordination)
- Construction-phase support (RFIs, submittals, site visits/inspection, pay apps, change orders)
- Substantial/final completion, as-builts, and close-out
- See §2-6 and §2-7 for full requirements

1-4 Procurement Schedule

RSOQ Available:	January 5, 2026
Advance Questions Due:	January 12, 2026
Virtual Pre-Proposal Meeting:	January 20, 2026 (10am MST)
Question/Clarification Deadline:	January 23, 2026 (3pm MST)
SCAT Question/Clarification Addendum Posted:	February 2, 2026 (3pm MST)
Proposals Due:	February 17, 2026 (3pm MST)
Potential Interview(s) Conducted:	March 2-6, 2026
Notice of Intent to Award:	March 16, 2026
Negotiations Held:	March 16-27, 2026
Award Recommendation to Tribal Leaders:	March 30, 2026
Final Award Notification:	April 6, 2026
Contract Execution/Notice to Proceed:	May 4, 2026

1-5 Pre-Proposal Meeting (Mandatory)

A virtual mandatory Pre-Proposal Meeting will be held on Tuesday, **January 20, 2026**, at 10:00 AM MST online. Access credentials will be emailed to registered firms upon request. If you plan to attend, please reach out to Rose Polk, SCAT Purchasing Manager, at

rose.polk@fin.scat-nsn.gov. Please note that an attendance log will be maintained. This mandatory Pre-Proposal Meeting will not be concurrent with an in-person version.

Advance Questions. Proposers are encouraged to submit written questions by Monday, **January 12, 2026** to Rose Polk, SCAT Purchasing Manager, at rose.polk@fin.scat-nsn.gov with the subject line: “*Questions – [Apache Transit Facility RSOQ #2026-11] [Firm Name]*”. Please number questions and cite the section/page where applicable.

How answers will be issued. At the meeting, SCAT will summarize common questions and read preliminary answers as a courtesy. However, only the written Q&A issued by Addendum will be binding. Any new questions raised during the meeting will be taken under advisement and, if material, answered in the written Addendum.

Recording and materials. SCAT *may* record the meeting and distribute the presentation and/or attendance list to the planholder list and, where feasible, cross-post to third-party outlets. These materials are informational only; the written Addendum governs.

Addendum governs. No oral statement by SCAT staff or consultants will change this RSOQ. All changes/clarifications will be made by written Addendum per §1-7 and must be acknowledged per Attachment C.

1-6 Inquiries, Questions, and Clarifications

All correspondence should be titled **Apache Transit Facility RSOQ #2026-11**, be in written format, and directed to Rose Polk, SCAT Purchasing Manager, at rose.polk@fin.scat-nsn.gov or PO Box 0, San Carlos, AZ 85550.

Correspondence will not be accepted by any other means or by any other SCAT related staff member.

Firms should email, Rose Polk, SCAT Purchasing Manager, at rose.polk@fin.scat-nsn.gov, to be added to the planholder list to receive Addenda notices.

1-7 Interpretation of and Addendum to RSOQ Documents

No oral interpretations as to the meaning of the RSOQ will be made to any proposer. Any explanation desired by a proposer regarding the meaning or interpretation of information provided in the RSOQ must be requested in writing and with sufficient time allowed, as defined in 1-4 Procurement Schedule, for a reply to reach all proposers before the submission of proposals.

SCAT reserves the right to revise or amend any portion of this RSOQ prior to the date and time for the proposal delivery. Such revisions and amendments, if any, shall be issued through addenda to this RSOQ. Copies of such addenda and/or amendments will be emailed to all who registered for the pre-proposal meeting. All addenda will be furnished as promptly as is practicable and at least seven (7) calendar days prior to the proposal due date. All addenda will become part of the RSOQ and any subsequently awarded contract.

Proposers must acknowledge receipt of any addenda issued via **Attachment C – Acknowledgement of Addenda** as part of proposal submission.

If the revisions or addenda require changes in requested information or the format for proposal submission, the established date for submission of proposals contained in this RSOQ may be postponed by such number of days as, in Tribe's opinion, shall enable proposers adequate time to revise their proposals.

SCAT reserves the right to cancel this RSOQ at any time or change the date and time for submitting proposals by announcing same prior to the date and time established for proposal submission.

1-8 Proposal Submission

The proposer will submit proposals hard-copy, with a companion electronic in native PDF version, via in-person delivery or mail only to Rose Polk, Purchasing Manager, San Carlos Apache Tribe, 3A San Carlos Avenue / PO Box 0, San Carlos, Arizona 85550.

One (1) original unbound and five (5) bound copies of the hard-copy proposal – six (6) hard-copies total, are required. A companion electronic native PDF version of the proposal on a flash drive is also required.

The electronic version in native PDF can include all signed affidavits and certifications, or the affidavits and certifications can be submitted in a separate PDF. To satisfy Federal and State requirements, documents are to be native PDF and unlocked so that the file can be separated and signed affidavits and certifications can be shared with FTA as appropriate.

Prohibited Content (QBS): Proposals **must not** include fees, hourly rates, multipliers, markups, wage scales, or any other cost/price information.

All proposals must be clearly marked as **Apache Transit Facility RSOQ #2026-11 Proposal** with the time and date proposals are due.

1-9 Proposal Format and Required Content

Proposals shall be prepared in a clear and concise manner. Proposal sections shall be marked/tabbed to coincide with the sections of the RSOQ and pages should be numbered in each section.

There is no page limitation or minimum document size, but any information the proposer submits is expected to be concise and relevant to the RSOQ. Illustrations may be included in the proposal. Proposals that do not adhere to the required format, are difficult to read, or are deemed illegible by SCAT may be rejected.

Proposals shall adhere to the following format and contain the following items in the order outlined below:

A. Cover Letter that includes the following information:

1. Identification of the proposer(s), including company/firm name, and name, telephone number, and email address of the appropriate company/firm contact person.
2. Proposed working relationship among proposing companies/firms, i.e. prime-subcontractors, as applicable.

B. Company/Firm Qualifications and Capabilities

1. Name(s) and title(s) of all key personnel proposed for the duration of the project. In the event that interviews are conducted, also provide the designated personnel required to attend. This information should include any subcontractor the proposer has chosen to include, as well as the designation of tasks to the subcontractor's personnel.
2. Brief profile of the proposer company/firm, including principal line of business, year founded, form of organization, and a general description of the company/firm financial condition. Identify any conditions (bankruptcy, pending merger, pending litigation, and/or planned office closures) that may affect the proposer's ability to complete the project.
3. All qualifications and organizational capabilities that will establish the proposer as a satisfactory provider of the required service by reason of its strength and stability.
4. Current information on professional errors and omissions coverage carried by proposer, including name of insurer and coverage limits.

C. Related Experiences and References

1. Examples of similar contracts the proposer has undertaken (indicating current status of the contract) within the last two years. For each reference cited as related experience, furnish the name, title, email address, and telephone number of the person(s) at the reference organization who is/are the most knowledgeable about the work performed.

D. Technical Proposal

1. Narrative demonstrating understanding of the project.
2. Narrative plan explaining the proposer's project approach, to include a detailed description of the proposer's capability to handle the environmental and structural requirements involved with this project.

E. Personnel Availability

1. Narrative description of proposer's current workload and capacity to start work within 15 days of Notice to Proceed (anticipated May 4, 2026) and complete the work for SCAT in a timely manner.

F. RSOQ and/or Contract Exceptions

1. Proposers shall identify and list any exceptions, conditions, reservations, or understandings (collectively referred to as "Exceptions") to this RSOQ. Proposers shall reference the Section (and Paragraph, if applicable) of this RSOQ where the exception exists and provide the suggested changes to the exception. Exceptions not specified shall be considered invalid and of no significance.
2. Proposers shall either make a statement accepting the terms and conditions stated in the contract sections of the RSOQ or identify and explain any exceptions to such terms and conditions.

G. Certificate of Insurance

1. Proposers shall submit a Certificate of Insurance demonstrating that it currently maintains the required insurance or, that if awarded a contract, that it will be able to obtain the required insurance prior to delivering services (a letter from proposer's insurance company stating it will provide the required insurance is sufficient).

H. Required Attachments

1. ATTACHMENT A – Proposer Checklist
2. ATTACHMENT B – Proposal Affidavit
3. ATTACHMENT C – Acknowledgement of Addenda
4. ATTACHMENT D – Affidavit of Non-Collusion
5. ATTACHMENT E – Certification and Restriction on Lobbying
6. ATTACHMENT F – Government-Wide Debarment and Suspension
7. ATTACHMENT G – Vendor Registration
8. ATTACHMENT H – Tribal Taxation Agreement Form
9. ATTACHMENT I – Proposed Utility Easement Form

I. Referenced Exhibits

1. EXHIBIT A- Project Site Map and Conceptual Layout

1-10 Proposal Signature

Proposals shall include **ATTACHMENT B – Proposal Affidavit** as evidence of the proposer's commitment to bind the company/firm to the terms of the RSOQ and potential contract. Proposals signed by an agent are to be accompanied by evidence of that person's authority.

A Proposal submitted by an individual or sole proprietorship shall be signed by the individual or sole proprietor. A Proposal submitted by a partnership shall be executed in the partnership name and signed by all partners. A Proposal submitted by a corporation shall be executed in the corporate name by the president or vice-president (or other corporate officer accompanied by the evidence of authority of sign) and the corporate seal shall be affixed and attested by the corporate secretary or assistant secretary. A Proposal submitted by a joint venture shall list the names of all joint venture members and shall be executed by all joint venture members. A proposal submitted by a Limited Liability Company (LLC) shall be signed by the manager or members, as the case may be.

1-11 Interviews & Presentations

SCAT reserves the right to schedule interviews and presentations with proposers after initial review of proposals to allow selected proposers to present approaches to this project in greater detail.

If selected, interviews and presentations would be conducted online via GoToMeeting. The interview and presentation will last approximately one hour, with the presentation portion of the session limited to 20 minutes. The remainder of the time will be used for follow-up discussion and questions.

Panelists shall not adjust weighted category scores based on Indian Preference; bonus points are applied administratively after panel scoring.

1-12 Proposal Term

All Proposals received in response to this RSOQ shall be valid for a minimum term of ninety (90) calendar days from the Proposal Due Date.

1-13 Proposal Acceptance or Rejection

SCAT reserves the right to accept any proposal, or any part or parts thereof, or to reject any and all proposals. Accepted proposal(s) are subject to financial assistance availability from, and concurrence by, the FTA, who is the primary funder of this project.

SCAT may reject any proposed modifications to the contract, declare the proposer/proposal as non-responsive, enter into negotiations with the proposer, or accept any proposed modifications. The proposer's failure to object to the terms and conditions contained in the contract shall be construed as acceptance of the terms and conditions contained in the contract.

1-14 Confidentiality of Information

Proposers shall specifically designate and clearly label "CONFIDENTIAL" any and all materials or portions thereof which they deem to contain trade secrets or other proprietary information, which is exempt from public inspection and copying. The proposer shall provide the legal basis for the exemption to the Tribe upon request. If a proposal does not

clearly identify the "CONFIDENTIAL" portions, the Tribe will not notify the proposer that its proposal will be made available for inspection.

If a request is made for disclosure of material or any portion marked "CONFIDENTIAL", the Tribe will determine whether the material should be made available under the law. If the Tribe determines that the material is not exempt and may be disclosed, the Tribe will notify the proposer of the request and allow the Offeror ten (10) working days to take appropriate action. If the proposer fails or neglects to take such action within said period, the Tribe may release the portions of the proposal deemed subject to disclosure.

To the extent that the Tribe withholds from disclosure all or any portion of the proposer's documents at proposer's request, proposer shall agree to fully indemnify, defend and hold the Tribe harmless from all damages, penalties, attorneys' fees and costs the Tribe incurs related to withholding information from public disclosure. By submitting a proposal, the proposer consents to the procedure outlined in this paragraph and shall have no claim against the Tribe by reason of actions taken under this procedure.

For purposes of this RSOQ, "Confidential Information" means any and all financial information, intellectual property and/or information which: (i) is provided to the recipient of this RSOQ as a potential contractor, its employees or subcontractors; (ii) is created, developed, or otherwise generated by or on behalf of the Tribe; (iii) concerns or relates to any aspect of Tribal business or government; or (iv) is reasonably identified by the Tribe as confidential; except such information which the recipient of this RSOQ can show, clearly and convincingly: (a) is publicly and openly known and in the public domain, (b) becomes publicly and openly known and in the public domain through no fault of the Contractor, or (c) is in the Contractor's possession and documented prior to this RSOQ, lawfully obtained by the Contractor from a source other than the Tribe not subject to any obligation of confidentiality or restrictions on use, or independently developed and documented by the Contractor with no reference to the information of the Tribe. Any Confidential Information about Tribe or as may be learned from Tribe's officials, employees or other contracts, or by visiting the Reservation during the RSOQ process, shall not be disclosed to any third party, unless otherwise disclosed herein, and such information may only be used to complete the submittal requirements of the prospective proposer's proposal.

1-16 Cost of Proposal Preparation

SCAT shall not be liable for any pre-contractual expenses incurred by any proposer. Each proposer shall hold SCAT harmless and free from any and all liability, claims, or expenses incurred by, or on behalf of, any person or organization responding to this RSOQ. Pre-contractual expenses are defined as any expenses incurred by the proposer in:

- Preparing a proposal and related information in response to this RSOQ;
- Negotiating with SCAT on any matter related to this RSOQ;
- Attending interviews and meetings, traveling and/or making presentations; and
- Accruing other expenses prior to the date of contract award and receipt of a Notice to Proceed.

1-17 Property of SCAT

All materials submitted in response to this RSOQ becomes the property of SCAT and will not be returned.

SECTION 2 – SCOPE OF WORK

The proposed project is located on a 6.84-acre parcel of land described as Gilson Wash District, T 1 S, R 16 E, section 12 and 13 as a portion designated by San Carlos Airport, Gila County, Arizona. The proposed facilities will include:

- A two-story 13,000 SF Administration and Driver Facility. The first floor is for reception, restrooms, locker room with showers, lunch/break room, mini kitchen, offices. The second floor is for the conference room, lunch /break room, dispatch office, general offices. The building will be designed according to all applicable codes and standards, with complete sealed architectural specifications and drawings for advertisement for bids. Telecommunications, internet, and all utilities associated with the building.
- A series of bus storage bays sufficient to accommodate the current and future fleet, with roll up doors on each end.
- An enclosed vehicle wash area that will accommodate all size vehicles in the fleet, with applicable wash equipment and drainage system.
- An enclosed vehicle oil change pit with roll up doors on each end that will accommodate all vehicles in the fleet.
- Concrete and asphalt paving as determined by the conceptual design that is approved by SCAT.
- Parking, sidewalks, and outdoor eating area for personnel.
- Site Fencing and Gates, other items as needed.

B. NNBN Apache Transit has attached a conceptual facilities layout for this site and a conceptual building floor plan (**Exhibit A**). However, please note that it is conceptual only, and that the A&E Firm shall be responsible for completing the planning and programming of the site to maximize the use and efficiency within a specified budget and to the satisfaction of SCAT. The design and construction budget will be based on but not limited to the following:

- Preliminary concept and scope refinement of the project will be reviewed with applicable SCAT staff and contractors and will include cost estimates to determine the best alternatives. Final Design will begin after SCAT has formally approved the final project scope and it is approved by Tribal Council.
- Final Design of the project will develop detailed plans, specifications and related documents based on the selected scope of work.

2-1 Project Management

While SCAT is not requiring the proposer to have a physical office in Arizona, the proposer must offer the services of a Licensed Engineer in the State of Arizona and the ability for SCAT to have adequate access to the design team in Arizona, providing some type of physical presence.

The A&E company/firm will manage projects through a process of open and frequent communication. The A&E company/firm will be expected to facilitate regular meetings organized around key deliverables. The A&E company/firm will be able to commit to making staff readily available through the duration of the project.

The A&E company/firm will employ a thorough quality assurance and project management process, which includes multiple levels of review of all draft and final products, as well as meticulous tracking of budget costs. As a result, the A&E company/firm will manage both the budget and the deliverables to maintain project flow and timeliness.

2-2 Project Initiation

To initiate the work, key members of the A&E company/firm team will meet with SCAT NNBN Apache Transit staff and designated project manager lead for a project kick-off meeting to review the scope of work, schedule, and to refine project details. SCAT values the importance of ongoing value-added communication and expects well-established and maintained lines of communication throughout the project. At the kick-off meeting, the A&E firm will:

- A. Clarify project objectives, priorities, and deliverables.
- B. Identify and discuss critical local or regional issues.
- C. Develop a schedule for meetings.
- D. Identify project contacts and establish interface protocols between the consulting team, SCAT and NNBN staff, and any other parties that will be involved in the design process.
- E. Discuss data/mapping needs and other resources.
- F. Review the work plan with associated milestones.
- G. Develop a stakeholder and community outreach plan, including objectives, format, and participants.

2-3 National Environmental Policy Act (NEPA) Assessment

Because the Tribe is involving federal Department of Transportation – Federal Transit Administration (FTA) funding in construction of their facility, SCAT also requires the A&E company/firm to perform a NEPA based environmental assessment intended to allow the project to obtain a Categorical Exclusion as set forth in 23 CFR 771.118(c)(9).

This service shall include an assessment of the proposed project's impacts in the following areas:

- A. Detailed Project Description. Describe the project including the type (such as bus storage, maintenance, and/or administration facilities). Indicate the size of the proposed facility, number of vehicles and staff it will house. Describe any construction, demolition, and soil excavation activities. Include a brief discussion summarizing the purpose and need for the project (e.g., congestion, state of good repair). Explain in common language how implementation of the project will address the project need, and its proposed use. Include a complete description of the project components such as length of the project in feet or miles, property size, history, ownership information (land management authority), acreage, and document previously conducted studies if applicable. Provide graphics that describe the proposed project.
- B. Location, including address. Attach a project location map or diagram, such as a USGS topographic map that identifies the project location. Clearly delineate the project and include streets and features specifically called out in the “detailed project description.” If the project work occurs at more than one location, include those locations and adjoining parcels on the map. This information is partly used to determine the probability of impact on the human and natural environment.
- C. Air Quality Conformity. Is the proposed project, or appropriate phases of the project, included in the State’s Transportation Improvement Plan (STIP/TIP)? What is the conformity status of the STIP/TIP? Is the project located in an air quality non-attainment area? Is the project exempt from a conformity review per Table 2 of 40 CFR 93.126? Refer to the non-attainment/maintenance area maps at the U.S. EPA website to determine if the project is located in an area that meets all National Ambient Air Quality Standards.
- D. Land Use and Zoning. Describe property zoning and consistency with proposed use. Attach a zoning map of the project area and surrounding area. Attach a land use map that identifies land and water uses in the project area. This information is partly used to determine the probability of impact on the human and natural environment. Land use plans, and zoning maps can be obtained from the Tribe.
- E. Traffic Hot Spots. Describe potential traffic impacts; including short-term impacts during construction or demolition, and whether the existing roadways have adequate capacity for increased bus and other vehicular traffic as part of the proposed project. Examples of construction-related impacts include lane closures, detours, or dust abatement requirements. Briefly describe traffic control measures required to minimize impacts of construction.
- F. Arizona Hot Spots. If there are serious traffic impacts at any affected intersection or area where buses congregate, and if the area is in an air quality non-attainment area for AZ, demonstrate that AZ hot spots will not be created as a result of the project.
- G. PM2.5 AND PM10 Hot Spots. If there are serious traffic impacts at any affected intersection or area where buses congregate, and if the area is a nonattainment or

maintenance area for any particulate matter (PM_{2.5} or PM₁₀), then demonstrate that PM_{2.5} or PM₁₀ “hot spots” will not result.

In nonattainment areas, interagency concurrence and documentation must be attached. If the proposed project is not in a non-attainment or maintenance area for PM_{2.5} and PM₁₀, then state this in the discussion. Refer to the non-attainment/maintenance area maps at the U.S. EPA website to determine if the project is located in an area that meets all National Ambient Air Quality Standards.

- H. **Historic Resources.** Describe any cultural, historic, or archaeological resources located in the immediate vicinity of the proposed project and the impact of the project on the resources. Show these resources on a map. FTA initiates all consultations per Section 106 of the National Historic Preservation Act (NHPA). FTA also makes a determination of “No Effect/No Historic Properties” or “No Historic Properties Affected,” if no historic resources or potential to affect resources exists. FTA requests concurrence for this determination from the appropriate State Historic Preservation Office (SHPO) or Tribal Historic Preservation Office (THPO). SHPO/THPO concurrence must be included as an attachment before NEPA approval. If an “Adverse Effect” determination is made as a result of the proposed project, rather than a “No Effect/No Historic Properties” or “No Historic Properties Affected” determination, then FTA may determine a new NEPA class of action to evaluate alternatives or mitigation measures to deter these adverse effects. If the project has potential effects to NRHP-eligible or listed projects, the Section 106 process must be followed. Refer to the ACHP website for more information.
- I. **Visual Quality.** Describe the existing visual setting, identify any sensitive views/viewers, and describe the visual impact of the proposed project.
- J. **Noise.** Compare distance between the center of the proposed project and the nearest noise receptor to the screening distance for this type of project in FTA’s noise and vibration guidelines (Section 4.2 in FTA guidelines). If the screening distance is not achieved, attach a “General Noise Assessment” with conclusions. Refer to FTA’s Transit Noise and Vibration Impact Assessment Manual (September 2018).
- K. **Vibration.** If the proposed project includes new or relocated steel rails/tracks, compare the distance between the center of the proposed project and the nearest vibration receptor to the screening distance for this type of project in FTA’s guidelines (Section 6.1 in FTA guidelines). If the screening distance is not achieved, attach a “General Vibration Assessment” with conclusions. Refer to FTA’s Transit Noise and Vibration Impact Assessment Manual (September 2018).
- L. **Acquisitions & Relocations Required.** Describe land acquisitions and displacements of residences and businesses. Include current use, ownership, and the date and type of property transaction (such as lease or purchase).

If FTA funds are used to acquire property or the property is used as local match, then the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 must be followed and documented. No offers or appraisals may occur prior to FTA’s approval of a NEPA evaluation.

- M. Hazardous Materials. If real property has been acquired, has a Phase I site assessment for contaminated soil and groundwater been performed? If a Phase II site assessment is recommended, has it been completed? What steps will be taken to ensure that human and ecological receptors in the project area are protected from contamination encountered during construction and operation of the project? State the results of consultation with the State agency with jurisdiction over proposed remediation of soil and/or groundwater contamination. Include anticipated effects of the project on asbestos-containing building materials and lead-based paints.
- N. Social Impacts and Community Disruption. Provide a socio-economic profile of the affected community. Describe the impacts of the proposed project on the community. Identify any community resources that would be affected and the nature and extent of the effect.
- O. Environmental Justice. Identify the concentrations of minority and low-income populations in the area. Following FTA guidelines on environmental justice (FTA Circular 4703.1), define “minority” and “low-income” populations, and describe whether or not the project would result in disproportionately high and adverse impacts on minority or low-income populations.
- P. Use of Public Parkland and Recreation Areas. Indicate parks, recreational areas, wildlife refuges, and/or trails on a project location map (Section 4(f) resources). Describe how the activities and purposes of these resources will be affected by the project. Based on the definitions of use outlined in 23 CFR § 774, determine if the project will result in an actual (direct), temporary, or constructive (proximity impacts) use of the Section 4(f) resource. Locate Section 4(f) properties on project map. Refer to the Section 4(f) overview at FTA’s website.
- Q. Impacts on Wetlands. Show potential wetlands and boundaries on a map. Integrate data from the National Wetlands Inventory. Describe the project’s impact on on-site and adjacent wetlands. If the project impacts wetlands, provide documentation of consultations and permits from the U.S. Army Corps of Engineers, as well as, minimization and mitigation efforts. If applicable, provide documentation to demonstrate that wetlands are not present, or the proposed project will not impact any wetland areas.
- R. Floodplain Impacts. Determine if the project is within a 100-year floodplain. Review FEMA 100-year FIRMs on the FEMA website. Include a FIRM floodplain map, if available. Include all floodplain FIRM numbers that occur in the project area and the effective or revision date for each FIRM. Include the FEMA FIRM numbers for the project area, even if the 100-year floodplain has not been delineated.

If the proposed project is located within the 100-year floodplain describe what will be done to address possible flooding of the proposed project location and flooding induced by the project due to reduced capacity to retain storm water runoff. Provide documentation on how the project will be designed to restore floodplain capacity.

If applicable, provide documentation to demonstrate that the project is not sited in a floodplain. If a determination cannot be made whether or not the project is within a 100-year floodplain, contact the county flood control district or the local floodplain manager for assistance.

- S. Impacts on Water Quality, Navigable Waterways, & Coastal Zones. If any of these resources are implicated, describe the project's potential impacts. Determine if National Pollutant Discharge Elimination System (NPDES) permits are applicable as a result of ground disturbance or point sources that will discharge pollutants into waters of the United States. Refer to BMPs at the U.S. EPA website. How will storm water be treated during and after construction? How will wastewater from bus washing facilities be treated? Determine if project area is in a sole-source aquifer, if not document in narrative (refer to the U.S. EPA website).
- T. Impacts on Ecologically-Sensitive Areas and Endangered Species. Describe any natural areas (woodlands, prairies, wetlands, rivers, lakes, streams, designated wildlife or waterfowl refuges, and geological formations) on or near the proposed project area. If present, state the results of consultation with the state department of natural resources and, if appropriate, the U.S. Fish and Wildlife Service on the impacts to critical habitats and on threatened and endangered fauna and flora that may be affected. Refer to the U.S. Fish and Wildlife Service website.
- U. Impacts on Safety and Security. Describe the measures that would need to be taken to provide for the safe and secure operation of the project after its construction. List any security measures that are planned as part of the project (e.g., security guards, fencing, secured access, lighting, cameras, etc.).
- V. Impacts Caused By Construction. Describe the construction plan and identify construction impacts with respect to noise, dust, utility disruption, debris and spoil disposal, air quality, water quality, erosion, safety and security, and disruptions of traffic and access to businesses or residential property. Identify steps that will be taken to provide alternatives or mitigate the impacts of construction impacts. Cite applicable local, state, and federal regulations, and any standards or BMPs that will be followed. If applicable, please include any NPDES best practice measures (refer to the U.S. EPA website).

2-4 Design Development Documents

The A&E company/firm will prepare design development documents for the approved concept, to include the following.

- A. **Geotechnical and Site Survey.** The A&E company/firm is requested to provide site survey and geotechnical services that include:
 - 1. Geotechnical Investigation and Report. The contractor will obtain test borings in the area of proposed construction. Test borings should be taken in

the location of the building and additional borings should be taken at other structural elements and/or retaining wall locations.

2. A survey including boundary and topographic elements will be provided for SCAT's site.
 3. Additional survey will include the adjacent street, Right of Way, and sidewalk adjacent to the site and shall include survey for anticipated roadway/intersection improvements. All mapping will include contours, site features, roads, structures, existing overhead traffic signals, existing signal equipment, and above and underground utilities.
 4. A hazardous material review of the site will be performed.
2. **Design Development Plans and Requirements.** The A&E company/firm will provide documents to a 30 percent, a 60 percent and a 90 percent design completion level, that must be approved at each stage by the San Carlos Apache Tribe and related tribal zoning authorities (design guidelines can be provided to proposer/contractor upon request). This includes the following:
1. Civil Engineering basic services submission requirements: Each plan sheet shall contain a title with the SCAT identification number, north arrows where appropriate, seals (written and graphic), drawing identification, and be sequentially numbered.
 2. Schematic Conceptual Design phase submission requirements:
 - Plans - 1" or 20' scale, Architectural Plans scaling determined by A&E company/firm.
 - Site Plan
 - Parking Layout (with dimensions to property lines and other on-site improvements) and orientation
 - Topographic Survey Map
 - Zoning Setback Dimensions
 - Airport Taxi-Way Setbacks
 - Drives/Walkway
 - Horizontal Control and Paving Plans
 - Sections & Details
 - Off Site/On Site Improvement Plans
 - Landscape and Irrigation Concept Plan
 - Electrical Site Plans
 - Building Conduit and Panel Schedule
 - Photometric Calculations
 3. Grading and Drainage Plan. Best Management Practices, detention, site drainage, and outfall points will be shown on the Grading & Drainage Sheet.
 4. SWM and SWPPP Plans.
 5. Environmental Review and Report.
 6. Existing and Proposed Utilities (water, sewer and fire line and fire hydrants). Utility Coordination and Relocation Plans. Provide waterline and sanitary sewer service line locations and ties to existing adjacent utilities. Provide relocation plans for utilities discovered on-site that conflict with anticipated grading and/or structures. Coordination with San Carlos Apache Telecommunications and Utilities (SCATUI) will be required.

7. Erosion and Sediment Control. Provide disturbance limits and identify locations of silt fence, catch basin inserts, and other best management practices (BMP).
8. Site specific wayfinding signage should be included both inside and outside of structure.
9. Communications Layout - The design of site communications will implement current Tribal standard components with connections using the Tribe's communications protocol.
10. A&E company/firm will implement the Tribe's standards and designs for any branding or advertising required for the site.
11. Statement and Probable Construction - Propose items to modify costs to bring the project into budget.
12. Code Analysis (zoning ordinance and building code requirements). Identify areas where variances would be required and reasons why compliance would be difficult.
13. Variances. Prepare and submit to the appropriate agency all required documents necessary to obtain variances authorized by SCAT.
14. Statement of Design Concept and Philosophy. General written description of the concepts and considerations which lead to the design solution.
15. Statement that design is in compliance with "SCAT's Design Criteria", and any Federal, State and local jurisdictional requirements, with statement noting any deviations.

3. Design Development Phase Submission Requirements

1. At design initiation, the A&E shall develop no fewer than three (3) distinct conceptual site/building alternatives that address program needs, phasing, and budget. Each alternative will include order-of-magnitude cost, major systems/structural approach, and operational impacts.
2. Site Plan
 - Facility/Architectural Plans. Provide architectural plans and elevations with overall dimensions and material callouts for the desired facility to a 30% completion level.
 - In addition to responding to comments from the Schematic Design, provide:
 - Drainage, Hydrology, and Hydraulics Calculations. Provide initial calculations and documentation for required water quality devices, detention, site drainage structures, and interface to the existing drainage network at site outfall points.
 - Utility Service Entrance Points.
 - Landscape Plan.
 - Site Lighting/Lighting Layouts.
 - Pavement Sections.
 - Environmental Mitigation Plan.
 - The documents should be in full compliance with the Tribe's land development standards in preparation for a Building Permit. These plans will include construction on-site and the interface with adjacent street and pedestrian elements to the site.

3) Specifications

- Index of final specification sections for all products, components, systems, and equipment including technical description, size, color, warranty and other pertinent information.

4) Code Evaluation

- Written report of preliminary reviews with San Carlos Planning Department, Project Development Services Department, Arizona Department of Environmental Quality, Federal Transit Administration, and BIA, if required.
- Disposition of variances identified in the Schematic Design phase.

5) Project Cost Development

- Prior to completion of the final Bid documents, the A&E company/firm will submit 100% Plans and Specifications (Civil and Architectural), anticipated construction schedule and detailed cost estimate to complete construction that must be accepted by SCAT prior to bid advertisement.

6) Value Engineering

In accordance with 2 CFR § 200.318(g), conduct structured VE reviews at 30%, 60%, and 90% design. Each review will document cost, schedule, sustainability, maintainability, and life-cycle cost tradeoffs, with SCAT's accept/reject decisions recorded in the design log.

- The A/E shall schedule and facilitate at least one Value Engineering workshop during design development and incorporate accepted VE proposals into the 100% construction documents; the construction IFB will include a VE clause consistent with 2 CFR §200.318(g).

2-5 Develop Bid and Final Construction Documents

The A&E company/firm will develop the bid documents incorporating the Tribe's comments into a set of bid ready drawings, specifications, and cost estimates. The Project design criteria and specifications shall be in accordance with American Institute of Architects (AIA) and Uniform Standard Details and Drawings. San Carlos and BIA Design Standards and Specifications, and FTA and ADOT specifications as applicable, latest revisions shall be followed.

The A&E firm shall prepare bid-ready construction documents that incorporate all applicable federal requirements for construction contracts funded with FTA assistance, including but not limited to Buy America provisions, Davis-Bacon Act prevailing wage requirements, Equal Employment Opportunity, and other federally mandated clauses. The

documents must be suitable for inclusion in the construction IFB/RFP that SCAT will issue as a separate procurement. The A&E firm shall also assist SCAT with construction bidding and construction management support services as specified herein.

The A&E company/firm shall not specify any construction materials known to be hazardous or potentially hazardous, including asbestos, lead or any derivative thereof unless specifically approved in writing by SCAT.

Include in the specifications all applicable ADA/Section 504/ABA accessibility requirements and identify the specific standard(s) used (2010 ADA Standards and, if applicable, ABA standards), with details sufficient for construction compliance.

- A. Architectural. Final floor plans, building sections, wall sections, and details.
- B. Structural. Final foundation and framing plans, sections, and details. Site wall design will be performed in conjunction with information on the completed Grading and Drainage Plan.
- C. Mechanical/HVAC. Final plumbing plans for restrooms, roof and floor drains. HVAC for the restroom structure will be provided.
- D. Communications Layout. The final design of site communications will be completed using the Tribe's communications protocol.
- E. Lighting and Electrical. Electrical single line power diagram, building power and lighting plans, site lighting plans, equipment schedules and details will be provided.
- F. Signage and Pavement Marking Layout. Signage and pavement marking plans will be finalized including construction notes and specifications. Final site-specific wayfinding signage should be included both inside and outside of structures.
- G. Erosion and Sediment Control. Disturbance limits and locations of silt fence, catch basin inserts, and other Best Management Practices (BMP) will be finalized.
- H. The Storm Water Pollution Prevention Plan (SWPPP) for the proposed site will be finalized and a Notice of Intent (NOI) will be submitted.
- I. Civil Site Plans. Provide Layout Sheet, Grading & Drainage Sheet, General Notes Sheet, and Details Sheet to a complete design level in full compliance with the Tribe's land development standards and submitted for a Building Permit. Construction level details notes, and specifications will be added.
- J. Landscape. Final plans and details will be provided.
- K. Drainage, Hydrology, Hydraulics Calculations. Detention and water quality calculations will be finalized for review and approval.
- L. Utility Coordination and Relocation Plans. Construction level details will be added to the utility plans. Permits will be acquired from appropriate utility providers and reviewing agencies. The A&E company/firm shall coordinate with private, public and SCAT utilities (i.e., power, gas, water and wastewater, flood control, public and private communications, etc.) regarding standard utility issues and incorporate pertinent information in the plans. The Design Builder shall provide a Site Plan to the SCAT project manager incorporating pertinent utility information for confirmation of locations and conflict review.
- M. When required, the A&E company/firm shall identify proposed private and public utility easements. The A&E company/firm shall prepare documentation and forward to SCAT's project manager for coordination of utility review and consideration of

the proposed easement. The A&E company/firm shall secure the services of a Registered Land Surveyor to provide a sealed survey and legal description for any required Private and Public Utility Easement for this project. The submittal shall comply with SCAT's standard format as illustrated in the standard "Proposed Utility Easement Format" document. Please see Attachment I for more information.

- N. Architectural renderings will be finalized.
- O. Technical specifications for each discipline and system will be finalized.
- P. The A&E company/firm will coordinate with the Tribe on final front end specifications and requirements.
- Q. The A&E company/firm will update probable construction costs/engineers estimate.
- R. The A&E company/firm will include EPA-designated recovered materials requirements (40 CFR part 247) in the technical specifications and submittals to satisfy 2 CFR §200.323.
- S. The A&E company/firm will provide a design and construction schedule. The A&E company/firm shall provide all interim design submissions and deliverables as agreed to by SCAT, and a complete submittal check list and Project Schedule will be provided by the A&E company/firm.
 - The A&E company/firm shall be responsible for scheduling, submitting, obtaining approval and retrieving of all required Construction Documents to the various required reviewing agencies.
 - The A&E company/firm shall be responsible for scheduling, preparing necessary exhibits and making presentation to the San Carlos Tribal Council.
 - Prepare a Domestic Preference Compliance Plan (BABA/Buy America) describing specification strategy, submittal/certification forms, and construction-phase verification steps.
 - Within seven days after a scheduled submission, the A&E company/firm and related SCAT staff shall meet and confer about the submission, with the A&E company/firm identifying during such meetings, response to comments and needed clarifications to continue the design process, and any significant changes or deviations from the Contract Documents, or previously submitted design submissions.
 - The A&E company/firm shall submit and distribute ten (10) hard copy sets of plans and specifications and one set of plans in AutoCAD format compatible with Apache Tribe CAD Standards.
The drawing format will be a 24" x 36" sheet size unless otherwise authorized in writing by SCAT.
 - Minutes of the meetings will be maintained by A&E company/firm and provided within five (5) days following the design review meeting to *all* attendees for review.
 - SCAT shall review and approve the interim design submissions in a time that is consistent with the turnaround times set forth in A&E company/firm Project Schedule.
 - A&E company/firm shall not cause the design to proceed until SCAT approves the interim design submissions as prescribed in this Section. If the A&E company/firm *allows* the design to proceed without SCAT approval, the cost of any resultant redesign is not a reimbursable cost.
 - SCAT review and approval of interim design submissions and the Construction Documents is for the purpose of mutually establishing a

conformed set of Construction Documents compatible with the requirements of the Project. Neither SCAT's review nor approval of any interim design submissions and Construction Documents shall be deemed to transfer any responsibility or liabilities to the SCAT.

- Variances from SCAT Building Standards & Review Process document must be identified in writing by the A&E company and approved by SCAT. The A&E company/firm shall identify conflicts between the design standards and guidelines and shall obtain concurrence with resolution of the conflict. The Building Standards & Review Process document or approval of variances or resolution of conflicts shall not be deemed to transfer any design liability to SCAT.

2-6 Bidding Services

The Full Construction Bid Documents will be prepared to allow SCAT to advertise the construction project for competitive bidding. The A&E company/firm will provide copies of the bid documents, assist in distributing the documents to interested firms and collect the plan deposit. A record of firms that obtained the bid documents (plan holders of record) will be maintained by the A&E company/firm. The A&E company/firm will assist SCAT staff in the review of all bids and make a recommendation concerning contract award. The A&E company/firm will attend pre-bid meeting(s), prepare and distribute bid addenda to all plan holders of record, and attend the bid opening.

2-7 Construction Engineering Assistance / Management Services / Inspection

The A&E company/firm will provide construction management and assistance based on the needs of SCAT and the complexity of the designed facility. The A&E firm will be required to maintain accurate records and documentation to be in full compliance with the requirements of the designed facility's funding source requirements (predominately FTA), which fall under the San Carlos Apache Tribe Reservation and the State of Arizona. The A&E company/firm will have the capabilities to facilitate, manage, and provide oversight for the following tasks:

- A. Preconstruction Meeting
- B. Accurate Records and Documentation of Construction and Materials Required under the State of Arizona, Federal Transit Administration, and San Carlos Apache Tribe
- C. Contractor Pay Application Approvals
- D. Weekly/ Biweekly Construction Progress Meetings
- E. Materials Testing / Validation
- F. Limited or Full Time Construction Inspection
- G. Managing Request for Information (RFI)
- H. Manage Change Order Requests
- I. Facilitate and Coordinate Substantial Completion and Final Walkthrough
- J. Preparation of Punch List based on Substantial Completion Walkthrough
- K. Provide and /or Manage the Production of Accurate As-Builts/Record Drawings
- L. Oversee the Collection of Close Out Documentation
- M. Issue Certifications of Substantial Completion and Certifications of Final Completion

2-8 Value Engineering

The A&E firm shall incorporate value engineering principles throughout the design process. At each design milestone (30%, 60%, and 90%), the firm shall provide a value engineering analysis identifying potential cost savings, constructability improvements, energy efficiency options, and alternative materials or methods that maintain or improve quality while reducing life-cycle costs. Documentation of value engineering options, and SCAT's decision to accept or reject each option, shall be included in the project record.

SECTION 3 – PROPOSAL SUBMISSION PROVISIONS

3-1 Clarification of Proposals

SCAT reserves the right to obtain clarification of any point in a proposal or to obtain additional information necessary to properly evaluate a particular proposal. Failure of a proposer to respond to such a request for additional information or clarification may result in proposal rejection.

3-2 Modification or Withdrawal of Proposals and Late Proposals

At any time before the time and date set for final proposal submission, a proposer may request to withdraw or modify its proposal. Such a request must be made in writing by a person with authority as identified on the RSOQ Cover Letter, provided his/her identity is made known. All proposal modifications shall be made in writing and submitted in the same format as the original proposal.

3-3 Errors and Administrative Corrections

SCAT will not be responsible for any errors in proposals. Proposers will only be allowed to alter proposals after the submission deadline in response to requests for clarifications by SCAT. SCAT reserves the right to allow corrections to be made that are due to minor administrative errors or irregularities, such as errors in typing, transposition, or similar administrative errors. Erasures or other changes made by the proposer must be initialed by the person signing the proposal.

3-4 Compliance with RSOQ Terms and Attachments

SCAT intends to award and negotiate a contract based on the terms, conditions, and attachments contained in this RSOQ. Proposers are strongly advised to not take any exceptions and cautioned that exceptions to the terms, conditions, and attachments may result in rejection of the proposal.

3-5 Single Proposal Response

If only one proposal is received in response to the RSOQ, a sample of two (2) proposals, if available, awarded to the proposer within the past two (2) years may be requested of the single proposer. A cost/price analysis and/or audit may be performed of the cost proposal in order to determine if the price is fair and reasonable.

3-6 SCAT Protest Procedures

Pre-Proposal Protest

A proposer or interested party may file a written protest of the RSOQ language, or procedures involved herein, with the SCAT contact listed in Section 1-6 Inquiries, Questions, and Clarifications, at least seven (7) business days before the proposal due date.

Pre-Award Protest

A proposer or interested party may file a written protest with the SCAT contact listed in Section 1-6 Inquiries, Questions, and Clarifications against SCAT's recommended award announcement to the Tribal Leaders within seven (7) business days after SCAT issues the Notice of Intent to Award or announces the recommended award to Tribal Leaders, whichever occurs first.

Post-Award Protest

A proposer or interested party may file a written protest with the SCAT contact listed in Section 1-6 Inquiries, Questions, and Clarifications at least seven (7) business days after the date of SCAT's issuance of a final award to a contractor with respect to this RSOQ.

Protest Submission Requirements

Each protest must clearly state:

- The name, address, email address, and telephone number of the protester.
- The solicitation/contract number or description thereof.
- A statement of all grounds upon which the protest is made.

Protests are to be in written form and mailed to the SCAT contact listed in Section 1-6 Inquiries, Questions, and Clarifications. All protests will be shared with the NNBN Apache Transit Services Director and the Tribe's Legal Department.

The SCAT contact listed in Section 1-6 Inquiries, Questions, and Clarifications will respond to the protest in writing within 10 business days. A carbon copy of any such correspondence will be routed to the Tribe's Legal Department.

If the protest is not resolved to the mutual agreement of the protestor and the SCAT contact, the issue will be forwarded to the Tribe's Legal Department for a decision in writing to the protestor and any other intervening party.

Protests regarding Indian Preference bonus points are limited to the administrative application or eligibility verification; the panel's weighted scoring remains unaffected.

3-7 Collusion

The proposer guarantees that the proposal submitted is not a product of collusion with any other proposer, and no effort has been made to fix the proposal price of any proposer or to fix any over-head, profit, or cost element of any proposal price (Affidavit of Non-Collusion). Failure to submit the signed affidavit shall be grounds for disqualification of the proposer's offer.

If SCAT determines that collusion has occurred among proposers, none of the proposals from the participants in such collusion shall be considered. SCAT's determination shall be final.

3-8 Taxes and Interest

The proposer is advised that there is a 5% San Carlos Tax, 5% Tribal Employment Rights Ordinance Office (TERO) tax for construction. Please review the Tribal Taxation Agreement Form (**Attachment H**) for further information.

Tribal Tax Notice. For planning purposes, Proposers are advised that aggregate Tribal taxes may be up to ten percent (10%) of eligible project costs (including, as applicable, the 5% San Carlos Tax and the 5% TERO construction tax). These Tribal taxes are assessed to the Project by the Owner and are not charged to the Proposer/Vendor as a separate vendor tax.

Pricing and Questions. Proposers should not add a separate line-item “Tribal tax” to their price proposals when that time does come; the Owner will account for applicable Tribal taxes at the Project level. Proposers remain responsible for any non-Tribal taxes applicable to their own operations (e.g., federal/state income, payroll). Additional details are provided in the Tribal Taxation Agreement (Attachment H) and the Vendor Registration materials. This topic will be addressed at the Pre-Proposal Meeting; Proposers new to Tribal work are encouraged to submit questions in advance.

3-9 Exclusionary or Discriminatory Specifications

SCAT will comply with the requirements of 49 U.S.C. Section 5323(h) (2) by refraining from using any Federal assistance awarded by the FTA to support procurements using exclusionary or discriminatory specifications. SCAT will refrain from using state or local geographic preferences, except those expressly mandated or encouraged by Federal Statute.

3-10 Insurance Requirements

The company/firm shall procure, pay for, and maintain in full effect with an insurance company or companies and under policies of insurance that is acceptable to the Tribe the following insurance during the performance of this contract.

1. **Worker’s Compensation and Employer’s Liability Insurance** covering all workmen employed by the firm or subcontractor who may be injured during the course of work, said insurance to be maintained to the limits required by and in full compliance with the state Worker’s Compensation and Employer’s Liability Law.
2. **Comprehensive General Liability Insurance** including at a minimum: Board Form Property Damage; Contractor’s Protective Liability; Contractual Liability; and Products & Completed Operations Liability; with Bodily Injury and Property Damage limits of at least \$1,000,000 per occurrence.
3. **Automotive Insurance** including at a minimum Personal Liability of \$500,000 per person and \$1,000,000 per occurrence and Property Damage of \$5,000,000 per occurrence.
4. **Professional Liability (E&O)** \$1,000,000 per claim / \$1,000,000 aggregate, claims-made, covering damages arising from negligent acts, errors, or omissions in the

rendering of professional services. Coverage shall be maintained for at least 3–5 years following completion

5. **Cybersecurity/Privacy Liability (Network Security and Liability)-** The Consultant shall maintain Cyber/Privacy Liability insurance covering third-party liability and first-party incident response costs arising from a privacy breach, security failure, or cyber extortion event. Limits: not less than \$1,000,000 per claim and \$1,000,000 aggregate.
6. Without in any manner limiting or restricting the hold harmless provisions set forth below, the company/firm shall provide the Tribe with insurance coverage, with the minimum limits set forth in the aforementioned paragraphs, by naming the Tribe as co-insured on the contract as “The San Carlos Apache Tribe,” its departments, agencies, etc. (additional name insured).
7. The company/firm shall furnish to the Tribe at the time of the award of the contract evidence satisfactory to the Tribe that the insurance coverage and limits required herein above shall be provided to the Tribe. The acceptance of said certification will not relieve the firm of the responsibilities of compliance with these insurance and Hold Harmless Provisions, and the Tribe will not be deemed to imply or warrant compliance by acceptance of said certificate. All policies of insurance required hereinabove shall provide no cancellation, reduction in coverage, or material changes in the policies shall become effective unless thirty (30) days prior notice of such cancellation or changes shall be furnished to the Tribe by certified mail.

SECTION 4 – PROPOSAL EVALUATION AND CONTRACT AWARD

4-1 General

The selection of a contractor will be qualification-based in accordance with the Brooks Act. Under this procedure, a company/firm submits only a technical proposal outlining its qualifications and experience applicable to this solicitation. The company/firm does not provide cost data. Following the technical evaluation process, SCAT will select the highest ranked proposer for contract negotiations.

SCAT has selected Proposal Evaluation Committee participants in advance comprised of SCAT staff and associated technical personnel related to the project.

4-2 Eligibility for Award / Preliminary Proposal Review

A preliminary administrative review of proposal materials is the initial step in the proposal review process in order to gauge the **responsiveness** of the proposer in meeting the RSOQ proposal requirements. The proposals will be preliminarily evaluated according to the following criteria:

1. The completeness of the proposal.
2. The proposer has submitted the proposal on or before the required due date and time.
3. The required information, forms, certifications, and deliverables have been submitted.

Failure to meet any or all of the above criteria will result in a non-responsive proposal and said proposal will be rejected in its entirety.

In order to qualify as a **responsible** proposer, a proposer must be prepared to prove to the satisfaction of SCAT that it has the integrity, skills, and experience to faithfully perform the conditions of the contract and that it has the necessary financial resources to provide the services in a satisfactory manner and within the time specified.

To be considered skilled and experienced, the proposer must show, through submission of **Related Experience and References**, that it has satisfactorily supplied services of the same general type and scope as that which is called for in this RSOQ.

The Proposer shall maintain at all times, the necessary licenses, permits, or certifications required to complete work of this nature and may be required to furnish evidence of the same at SCAT request.

4-3 Evaluation of Proposals

All proposal submissions deemed responsive, with proposers deemed responsible, shall be evaluated by the Evaluation Committee. The Evaluation Committee will evaluate the proposals in accordance with the criteria set forth in section 4-4.

The total evaluation points, as separately determined by each Committee member, will be added and each proposer will be ranked in numerical sequence, from the highest to lowest score.

Following the collection of scoring, an Evaluation Committee meeting will be held to complete the evaluation of the submissions. The highest scoring proposer will then be invited to meet with SCAT to begin scope of work and fee negotiations. If a fair and reasonable fee cannot be agreed to between the highest ranked proposer and SCAT, then SCAT staff will meet with the second highest scoring proposer to begin scope of work and fee negotiations. This process will continue on to the third highest scored proposer, etc., until a fair and reasonable scope and fee are agreed to by both parties.

4-4 Scoring and Evaluation Criteria

Each criterion has been assigned a weighting factor that reflects the relative significance or priority each criterion has in determining the quality associated with this service.

The proposal receiving the highest total score shall be deemed the proposal that best meets the established criteria listed herein. Proposals will be rated on a scale from one (lowest rating) to ten (highest rating) with regard to each evaluation criterion. The proposal that is evaluated by an Evaluation Committee member as the best with regard to a particular criterion will receive the maximum number of points or highest rating. Scores for each criterion will then be factored by the weight provided below to determine an overall total score.

Please note, any proposal by a company/firm who can demonstrate Indian ownership and interest will be scored higher under the Key Personnel category.

Indian Preference. Firms that can demonstrate Indian ownership and interest are eligible for non-weighted bonus points applied after the panel's weighted scoring (including the Key Personnel category) is finalized. Eligibility is verified through Vendor Registration, during which SCAT will request tribal membership/enrollment documentation to confirm ownership and interest as defined by SCAT policy. Bonus points do not change category weights or panel scoring rubrics.

The evaluation criteria are listed as follows:

Technical Proposal Components: 40%

The extent to which the company/firm's proposal addresses the key technical areas of importance and tasks as listed in the Scope of Work and demonstrates a thorough understanding of the project.

Please note, the Evaluation Committee may elect to interview proposers in order to clarify their proposals and/or for the proposers to make oral presentations. If interviews, presentations, or negotiations are held, the Evaluation Committee may reevaluate the proposals of those companies/firms interviewed.

Key Personnel/Capacity: 30%

The extent to which the company/firm has the personnel, equipment, capacity, and facilities with the necessary experience and training to perform the work.

Past Performance: 30%

The extent to which the firm has demonstrated competence in performing similar work and/or the extent of former client satisfaction.

4-5 Price Proposal

The firm that submitted the proposal receiving the highest overall total score will be requested to submit a price proposal. Upon receipt of the price proposal, the SCAT Evaluation Committee will review the proposal and enter into negotiations. If the Evaluation Committee cannot negotiate a price considered fair and reasonable with the highest ranked proposer, negotiations will be terminated and the firm with the next highest ranking will be requested to submit a price proposal.

For work for which hourly billing is appropriate, SCAT and the winning proposer will negotiate rates before the contract is executed. The proposer will be required to submit its audited overhead rate.

4-6 Financial Data

Proposers agree to permit access to the last completed financial records for a pre-award audit to verify the accuracy of financial data, should SCAT determine that such an audit is required prior to negotiations or award of contract.

4-7 Contract Award

Contract award, if any, will be made by SCAT to the properly licensed, responsible proposer whose proposal best meets the requirements of the RSOQ, and will be the most advantageous to SCAT with respect to operational plan, quality, and other factors as evaluated by SCAT. SCAT shall have no obligations until a contract is signed between a proposer and SCAT.

Contract award will occur when SCAT signs the contract or issues a purchase order. No other act of SCAT shall constitute contract award. The contract will establish the contract value and incorporate the terms of this document but will not be the authorization for the contractor to proceed.

4-8 Execution of Contract and Notice to Proceed

The proposer to whom SCAT intends to award the Contract shall sign the contract and return it to SCAT. Upon authorization by the Tribal Council, the contract will be countersigned. Upon receipt by SCAT of any required documentation and submittals by the proposer, a Notice to Proceed may be issued, if appropriate.

4-9 Release of Information

SECTION 5 – SCAT CONTRACTUAL TERMS AND CONDITIONS

INDIAN PREFERENCE REQUIREMENTS

Native American Preference. Preference may be accorded to qualified Indian-owned firms to promote economic development for Tribal members and other Native Americans. Preference is administered as non-weighted bonus points and does not alter the weighted evaluation criteria or panel scoring rubric.

Eligibility & Verification. Firms claiming Indian Preference must indicate this in the Vendor Registration and provide tribal enrollment/ownership documentation sufficient to establish Indian ownership and interest as defined by SCAT policy. No separate “Native American Preference Acknowledgement” form is required. SCAT will verify eligibility administratively prior to applying bonus points.

Compliance. Indian Preference will be implemented consistent with applicable Tribal law, Federal requirements for full and open competition and civil rights (Title VI/EEO), and the FTA Master Agreement. The method of implementation and any award of bonus points will be documented in the procurement file.

Non-Compliance. Misrepresentation or failure to comply with Indian Preference eligibility or documentation requirements may result in disqualification, cancellation for default, termination of award, or other remedies available to SCAT.

SECTION 6 – GENERAL CONTRACTUAL TERMS & CONDITIONS

6-1 Licenses and Other Requirements

Prior to the commencement of work, the company/firm selected will be required to obtain a San Carlos Apache Tribe Vendor Business License. A sample copy of the application is included as **Attachment G**. The San Carlos Apache Tribal business license may be obtained from:

The San Carlos Apache Tribal Finance website: www.scatfinance.com

Monica Boni, Licensing Clerk, SCAT
General Manager's Office
San Carlos Apache Tribe
3A San Carlos Avenue
P. O. Box 0
San Carlos, Arizona 85550
Phone: 928-475-1788
Email: Monica.Boni@scat-nsn.gov

Rose Polk, Purchasing Agent
San Carlos Apache Tribe Purchasing
P. O. Box 0
San Carlos, Arizona 85550
Phone: 928-475-1653
Email: rose.polk@fin.scat-nsn.gov

6-2 Contract

A Contract shall be issued referencing this solicitation. The Contract shall define and authorize the work by the Contractor based on the negotiated fees agreed to by SCAT. The Contract issued by SCAT may reflect agreed to modification of Contract terms, funding, or other matters subject to subsection 6-4, Contract Changes.

6-3 Contract Documents and Precedence

The documents constituting the Contract between SCAT and Contractor are intended to be complementary so that what is required by any one of them shall be as binding as if called for by all of them. In the event of any conflicting provisions or requirements within the several parts of the Contract Documents, the following order of precedence shall be applied:

- 1) Any required federal, state or local regulations that may not be altered by SCAT;
- 2) Contract;
- 3) Contract amendments;
- 4) Results of negotiations;
- 5) Solicitation and all issued addenda;
- 6) Any optional federal regulations elected by SCAT as expressly set forth herein;
- 7) Clarifications of and amendments to Contractor's proposal as accepted by SCAT;

8) Contractor's proposal and Attachments, and all clarifications and amendments issued prior to contract award.

6-4 Contract Term

The term of the Contract shall be effective with the issuance of the Notice to Proceed. The Contract end date will be determined by SCAT final acceptance of the completed scope of work.

6-5 Payment Procedures

Payments for services rendered and expenses incurred shall be made after presentation of Contractor's invoices. Such invoices shall be computed in accordance with the fee schedule agreed to by SCAT and Contractor, and incorporated into the final contract, and are due and payable within thirty (30) days of receipt of a correct invoice as agreed upon by SCAT. Each invoice shall contain Contractor's list of items delivered and actual costs incurred. Contractor also agrees to supply, with each invoice, additional information as may be requested by SCAT.

Invoices should clearly identify the SCAT purchase order number and any prompt payment discount offered to SCAT for payment within ten (10) days of receipt. SCAT may, at any time, conduct an audit of any and/or all records kept by the Contractor for this project. Any overpayment uncovered in such an audit may be charged against the Contractor's future invoices. SCAT may withhold payment for services it believes were improper, failed to meet with project specifications, or are otherwise questionable. A Sample Invoice and instructions for invoicing correctly will be provided as **Exhibit C**.

6-6 Advance Payment Prohibited

No advance payment shall be made for the work furnished by Contractor pursuant to this Contract.

6-7 Prompt Payment to Subcontractors

The Contractor is required to pay each first tier Subcontractor for all work that the Subcontractor has performed to the satisfaction of SCAT, no later than thirty (30) calendar days after the Contractor has received payment from SCAT for that work, and each tier of Subcontractors must likewise pay the next lower tier of Subcontractors within thirty (30) calendar days after receiving payment. If this Contract provides for retainage, the Contractor must remit to each first-tier Subcontractor its share of any retainage within thirty (30) days after receipt of such retainage from SCAT, and each tier of Subcontractors must likewise remit retainage to the next lower tier of Subcontractors within thirty (30) calendar days after receiving payment. If this Contract does not provide for retainage, then neither Contractor nor any Subcontractor may withhold retainage from a Subcontractor. The requirements of this paragraph must be stated in all of the Contractor's subcontracts.

A delay in or postponement of payment to a Subcontractor requires good cause and prior written approval by SCAT's NNBN Director or his/her designee. The Contractor is required to include, in each subcontract, a clause requiring the use of appropriate arbitration mechanisms to resolve all payment disputes.

SCAT will not pay the Contractor for work performed unless and until the Contractor ensures that each Subcontractor has been promptly paid under all previous payment requests, as evidenced by the filing with SCAT of lien waivers (if applicable), canceled checks (if requested), and the Contractor's sworn statement that it has complied with the prompt payment requirements. The Contractor must submit a prompt payment affidavit, (form to be provided by SCAT) which identifies each Subcontractor (both DBE and non-DBE) and the date and amount of the last payment to such Subcontractor, with every payment request filed with SCAT, except for the first payment request.

Failure to comply with these prompt payment requirements is a breach of the Contract which may lead to any remedies permitted under law, including, but not limited to, Contractor debarment.

6-8 Price

Contractor's Price shall be the negotiated fee(s) agreed upon by SCAT unless SCAT requests and negotiates a contract modification.

6-9 Summary Report

Contractor shall, if requested, submit to SCAT a quarterly report of services provided to SCAT under this Contract. The report, in a format acceptable to SCAT, shall identify by item the amount of work completed, the status of the project in relation to the schedule, and any other information that may be relevant to project oversight.

6-10 Express Warranties for Services

Contractor warrants that the services shall in all material respects conform to the requirements of this Contract. Contractor warrants that qualified professional personnel with in-depth knowledge shall perform the services in a timely and professional manner; and that the services shall conform to the standards generally observed in the industry for similar services. Contractor warrants that the services shall be in compliance with all applicable laws, rules, and regulations.

6-11 Independent Status of Contractor

In the performance of this Contract, the parties shall be acting in their individual, corporate, or governmental capacities and not as agents, employees, partners, joint ventures, or associates of one another. The parties intend that an independent contractor relationship shall be created by this Contract. The employees or agents of one party shall not be deemed or construed to be the employees or agents of the other party for any purpose whatsoever.

Contractor shall not make any claim or right, privilege or benefit, which would accrue to an employee.

6-12 Notices

Any notice which is required to be given hereunder shall be deemed sufficiently given or rendered if such notice is in writing and is delivered personally or sent by certified mail, postage prepaid, return receipt requested, or by a national overnight courier service to the following addresses:

Rose Polk, Purchasing Agent
San Carlos Apache Tribe Purchasing
P. O. Box 0
San Carlos, Arizona 85550
Phone: 928-475-1653
Email: rose.polk@fin.scat-nsn.gov

Any notice given hereunder by personal delivery or express mail shall be deemed delivered when received. Any properly addressed notice given herein by certified mail shall be deemed delivered when the return receipt therefore is signed, or refusal to accept the mailing by the addressee is noted thereon by the postal authorities. Either party may, at any time, change its address for the above purposes by sending a notice to the other party stating the change and setting forth the new address.

6-13 Non-Disclosure of Data

Data provided by SCAT either before or after Contract award shall only be used for its intended purpose. Proposers, vendors, Contractors, and subcontractors shall not utilize or distribute the SCAT data in any form without the prior express written approval of SCAT.

6-14 Non-Disclosure Obligation

While providing the work required under this Contract, Contractor might encounter licensed technology, software, documentation, drawings, schematics, manuals, data, or other materials marked "Confidential," "Proprietary," or "Business Secret." Contractor shall, with regard to such information and material received or used in performance of this Contract, employ practices no less than those used for the protection of Contractor's own confidential information.

The Contract imposes no obligation upon Contractor with respect to confidential information which Contractor can establish that: a) was in the possession of, or was rightfully known by Contractor without an obligation to maintain its confidentiality prior to receipt from SCAT or a third party; b) is or becomes generally known to the public without violation of this Contract; c) is obtained by Contractor in good faith from a third party having the right to disclose it without an obligation of confidentiality; or, d) is independently developed by Contractor without the participation of individuals who have had access to SCAT's or the third party's confidential information. Contractor may disclose confidential

information if so required by law, provided that Contractor notifies SCAT that the third party of such requirement prior to disclosure.

6-15 Public Disclosure Requests

Contracts shall be considered public documents and, with exceptions provided under public disclosure laws, will be available for inspection and copying by the public.

If a Contractor considers any portion of any documents which may be delivered to SCAT pursuant to this Contract to be protected under the law, Contractor shall clearly identify each such item with words such as "Confidential," "Proprietary," or "Business Secret." If a request is made for disclosure of any such document, SCAT will determine whether the document should be made available under the law. If the document or parts thereof are determined by SCAT to be exempt from public disclosure, SCAT will not release the exempted document. If the document is not exempt from public disclosure law, SCAT will notify Contractor of the request and allow Contractor five (5) days to take whatever action it deems necessary to protect its interests. If Contractor fails or neglects to take such action within said period, SCAT will release the document deemed subject to disclosure. By signing a Contract, Contractor assents to the procedure outlined in this paragraph and shall have no claim against SCAT on account of actions taken under such procedure.

6-16 Ownership of Data

Subject to the rights granted Contractor pursuant to this Agreement, all right, title and interest in and to the data collected and developed during the performance of this contract shall at all times remain the sole and exclusive property of SCAT. Contractor shall surrender all such data to SCAT prior to submitting an invoice for final payment.

6-17 Changed Requirements

New federal, state, and local laws, regulations, ordinances, rules, policies, and administrative practices may be established after the date this Contract is established and may apply to this Contract. To achieve compliance with changing requirements, Contractor agrees to accept all changed requirements that apply to this Contract and require subcontractors to comply with revised requirements as well.

6-18 Counterparts

This Contract may be signed in two (2) counterparts, each of which shall be deemed an original and which shall together constitute one (1) Contract.

6-19 Contractual Relationships

No contractual relationship will be recognized under the Contract other than the contractual relationship between SCAT and the Prime Contractor.

6-20 Performance and Payment Bonds

Performance bonds are not required for design services.

6-21 Prohibited Interest

Without limiting the generality of ARS §38-501 etc. seq., no member, officer, employee of SCAT or member of its governing body during his/her tenure or for one year thereafter, shall have any interest, direct or indirect, in any resultant contract or the proceeds thereof.

6-22 Hold Harmless and Indemnity Clause

The Contractor agrees to indemnify the Tribe from any and all liability, loss or damage arising out of or in any way connected with the Contractor's performance of this Contract, or the performance of any subcontract by a subcontractor of the Contractor.

6-23 Organizational Conflicts of Interest Clause

The Contractor shall disclose any actual or potential organizational conflict of interest (OCI). Because this contract includes preparation of design/bid documents and potential construction management/inspection, the Contractor shall not place itself in a position to evaluate its own work or gain an unfair competitive advantage. SCAT may impose mitigation (e.g., firewalls, personnel separation) or determine that certain downstream roles (e.g., competing for the construction contract) are prohibited. This clause implements 2 CFR §200.318(c)(2) (organizational conflicts of interest).

SECTION 7 - FEDERAL TRANSIT ADMINISTRATION (FTA) REQUIREMENTS

7-1 Americans With Disabilities Act (ADA) and Section 504

The Consultant agrees to comply with all applicable requirements of Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794) and U.S. DOT implementing regulations at 49 CFR Part 27; the Americans with Disabilities Act of 1990, as amended (42 U.S.C. §§ 12101 et seq.), including U.S. DOJ regulations at 28 CFR Part 35 (public entities); and the Architectural Barriers Act of 1968, as amended (42 U.S.C. §§ 4151 et seq.) where applicable, including the U.S. Access Board accessibility standards (see 36 CFR Part 1191). The Consultant further agrees to comply with 49 CFR Parts 37 and 38 for transit services, facilities, and vehicles to the extent applicable to the Project, and with any subsequent amendments to those authorities.

For design services under this Agreement, the Consultant shall ensure that all drawings, specifications, and bid-ready documents provide for facilities and elements that meet the 2010 ADA Standards for Accessible Design (DOJ/ADA) and any ADA Accessibility Standards that apply to the Project site or funding, as well as any more stringent state/tribal/local accessibility codes. Upon each design milestone (30/60/90/100%), the Consultant shall certify in writing that the submittal conforms to the applicable accessibility standards and regulations identified above.

7-2 Access to Records and Reports

1. **Record Retention.** The Contractor will retain and will require its subcontractors of all tiers to retain, complete and readily accessible records related to this contract, including data, documents, reports, statistics, leases, subcontracts, and supporting materials.
2. **Retention Period.** The Contractor agrees to comply with the record retention requirements in accordance with 2 C.F.R. § 200.334. The Contractor shall maintain all books, records, accounts and reports required under this Contract for a period of at not less than three (3) years after the date of termination or expiration of this Contract, except in the event of litigation or settlement of claims arising from the performance of this Contract, in which case records shall be maintained until the disposition of all such litigation, appeals, claims or exceptions related thereto.
3. **Access to Records.** The Contractor agrees to provide sufficient access to FTA, U.S. DOT, the Comptroller General, SCAT, and their representatives and contractors to inspect, audit, and copy records and information, including such records and information the contractor or its subcontractors may regard as confidential or proprietary, related to performance of this contract in accordance with 2 CFR § 200.337.
4. **Access to the Sites of Performance.** The Contractor agrees to permit FTA, U.S. DOT, the Comptroller General, SCAT and its contractors access to the sites of performance under this contract in accordance with 2 CFR § 200.337.

7-3 Changes to Federal Requirements

Federal requirements that apply to the Recipient or the Award, the accompanying Underlying Agreement, and any Amendments thereto may change due to changes in federal law, regulation, other requirements, or guidance, or changes in the Recipient's Underlying Agreement including any information incorporated by reference and made part of that Underlying Agreement; and Applicable changes to those federal requirements will apply to each Third Party Agreement and parties thereto at any tier.

7-4 Civil Rights Laws and Regulations

The following Federal Civil Rights laws and regulations apply to all contracts.

The Contractor and any subcontractor agree to comply with all the requirements prohibiting discrimination on the basis of race, color, or national origin of the Title VI of the Civil Rights Act of 1964, as amended 42 U.S.C 2000d, and U.S. DOT regulation "Nondiscrimination in Federally-Assisted Programs of the Department of Transportation – Effectuation of the Title VI of the Civil rights Act," 49 C.F. R. Part 21 and any implementing requirement FTA may issue.

1. Federal Equal Employment Opportunity (EEO) Requirements. These include, but are not limited to:

- a) Nondiscrimination in Federal Public Transportation Programs. 49 U.S.C. § 5332, covering projects, programs, and activities financed under 49 U.S.C. Chapter 53, prohibits discrimination on the basis of race, color, religion, national origin, sex (including sexual orientation and gender identity), disability, or age, and prohibits discrimination in employment or business opportunity.
- b) Prohibition against Employment Discrimination. Title VII of the Civil Rights Act of 1964, as amended, 42 U.S.C. § 2000e, and Executive Order No. 11246, "Equal Employment Opportunity," September 24, 1965, as amended, prohibit discrimination in employment on the basis of race, color, religion, sex, or national origin.

2. Nondiscrimination on the Basis of Sex. Title IX of the Education Amendments of 1972, as amended, 20 U.S.C. § 1681 et seq. and implementing Federal regulations, "Nondiscrimination on the Basis of Sex in Education Programs or Activities Receiving Federal Financial Assistance," 49 C.F.R. part 25 prohibit discrimination on the basis of sex.

3. Nondiscrimination on the Basis of Age. The "Age Discrimination Act of 1975," as amended, 42 U.S.C. § 6101 et seq., and Department of Health and Human Services implementing regulations, "Nondiscrimination on the Basis of Age in Programs or Activities Receiving Federal Financial Assistance," 45 C.F.R. part 90, prohibit discrimination by participants in federally assisted programs against individuals on the basis of age. The Age Discrimination in Employment Act (ADEA), 29 U.S.C. § 621 et seq., and Equal Employment Opportunity Commission (EEOC) implementing regulations, "Age Discrimination in Employment Act," 29 C.F.R. part 1625, also prohibit employment discrimination against individuals age 40 and over on the basis of age.

4. Federal Protections for Individuals with Disabilities. The Americans with Disabilities Act of 1990, as amended (ADA), 42 U.S.C. § 12101 et seq., prohibits discrimination against qualified individuals with disabilities in programs, activities, and services, and imposes specific requirements on public and private entities. Third party contractors must comply with their responsibilities under Titles I, II, III, IV, and V of the ADA in employment, public services, public accommodations, telecommunications, and other provisions, many of which are subject to regulations issued by other Federal agencies.

Civil Rights and Equal Opportunity

SCAT is an Equal Opportunity Employer. As such, SCAT agrees to comply with all applicable Federal civil rights laws and implementing regulations. Apart from inconsistent requirements imposed by Federal laws or regulations, SCAT agrees to comply with the requirements of 49 U.S.C. § 5323(h) (3) by not using any Federal assistance awarded by FTA to support procurements using exclusionary or discriminatory specifications. Under this Contract, the Contractor shall at all times comply with the following requirements and shall include these requirements in each subcontract entered into as part thereof.

1. Nondiscrimination. In accordance with Federal transit law at 49 U.S.C. § 5332, the Contractor agrees that it will not discriminate against any employee or applicant for employment because of race, color, religion, national origin, sex, disability, or age. In addition, the Contractor agrees to comply with applicable Federal implementing regulations and other implementing requirements FTA may issue.

2. Race, Color, Religion, National Origin, Sex. In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e et seq., and Federal transit laws at 49 U.S.C. § 5332, the Contractor agrees to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 C.F.R. chapter 60, and Executive Order No. 11246, "Equal Employment Opportunity in Federal Employment," September 24, 1965, 42 U.S.C. § 2000e note, as amended by any later Executive Order that amends or supersedes it, referenced in 42 U.S.C. § 2000e note. The Contractor agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, national origin, or sex (including sexual orientation and gender identity). Such action shall include, but not be limited to, the following: employment, promotion, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

3. Age. In accordance with the Age Discrimination in Employment Act, 29 U.S.C. §§ 621-634, U.S. Equal Employment Opportunity Commission (U.S. EEOC) regulations, "Age Discrimination in Employment Act," 29 C.F.R. part 1625, the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6101 et seq., U.S. Health and

Human Services regulations, “Nondiscrimination on the Basis of Age in Programs or Activities Receiving Federal Financial Assistance,” 45 C.F.R. part 90, and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, the Contractor agrees to comply with any Implementing requirements FTA may issue.

4. Disabilities. In accordance with section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 794, the Americans with Disabilities Act of 1990, as amended, 42 U.S.C. § 12101 et seq., the Architectural Barriers Act of 1968, as amended, 42 U.S.C. § 4151 et seq., and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees that it will not discriminate against individuals on the basis of disability. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

7-5 Clean Air Act and Federal Water Pollution Control Act

The Contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act (42 U.S.C. § 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. § 1251-1387). Violations must be reported to FTA and the Regional Office of the Environmental Protection Agency. The following applies for contracts of amounts in excess of \$150,000:

Clean Air Act

- (1) The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.
- (2) The Contractor agrees to report each violation to SCAT and understands and agrees that SCAT will, in turn, report each violation as required to assure notification to SCAT, Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
- (3) The Contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FTA.

Federal Water Pollution Control Act

- (1) The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.
- (2) The Contractor agrees to report each violation to SCAT and understands and agrees that SCAT will, in turn, report each violation as required to assure notification to SCAT, Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
- (3) The Contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided

by FTA.”

7-6 Debarment and Suspension

Debarment and Suspension (Executive Orders 12549 and 12689). A covered transaction (see 2 C.F.R. §§ 180.220 and 1200.220) must not be entered into with any party listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 C.F.R. 180 that implement Executive Orders 12549 (31 U.S.C. § 6101 note, 51 Fed. Reg. 6370,) and 12689 (31 U.S.C. § 6101 note, 54 Fed. Reg. 34131), “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. SCAT agrees to include, and require each Third Party Participant to include, a similar provision in each lower tier covered transaction, ensuring that each lower tier Third Party Participant:

- (1) Complies with federal debarment and suspension requirements; and
- (2) Reviews the SAM at <https://www.sam.gov>, if necessary to comply with U.S. DOT regulations, 2 CFR Part 1200.

7-8 Energy Conservation

The Contractor agrees to comply with mandatory standards and policies relating to energy efficiency, which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. § 6201).

7-9 Equal Employment Opportunity

During the performance of this contract, the contractor agrees as follows:

- (1) The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer, recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.
- (2) The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
- (3) The Contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant

or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

(4) The Contractor will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice to be provided by the SCAT contracting officer, advising the labor union or workers' representative of the contractor's commitments under section 202 of Executive Order 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(5) The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(6) The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(7) In the event of the Contractor's non-compliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be canceled, terminated or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(8) The Contractor will include the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that in the event the Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

7-10 Fly America

a) Definitions. As used in this clause—

1) “International air transportation” means transportation by air between a place in the United States and a place outside the United States or between two places both of which are outside the United States. 2) “United States” means the 50 States, the District of Columbia, and outlying areas. 3) “U.S.-flag air carrier” means an air carrier holding a certificate under 49 U.S.C. Chapter 411.

b) When Federal funds are used to fund travel, Section 5 of the International Air Transportation Fair Competitive Practices Act of 1974 (49 U.S.C. 40118) (Fly America Act) requires Contractors, SCAT, and others use U.S.-flag air carriers for U.S. Government-financed international air transportation of personnel (and their personal effects) or property, to the extent that service by those carriers is available. It requires the Comptroller General of the United States, in the absence of satisfactory proof of the necessity for foreign-flag air transportation, to disallow expenditures from funds, appropriated or other established for the account of the United States, for international air transportation secured aboard a foreign-flag air carrier if a U.S.-flag air carrier is available to provide such services.

c) If available, the Contractor, in performing work under this contract, shall use U.S.-flag carriers for international air transportation of personnel (and their personal effects) or property.

d) In the event that the Contractor selects a carrier other than a U.S.-flag air carrier for international air transportation, the Contractor shall include a statement on vouchers involving such transportation essentially as follows:

Statement of Unavailability of U.S.-Flag Air Carriers

International air transportation of persons (and their personal effects) or property by U.S.-flag air carrier was not available or it was necessary to use foreign- flag air carrier service for the following reasons. See FAR § 47.403. [State reasons]:

e) Contractor shall include the substance of this clause, including this paragraph (e), in each subcontract or purchase under this contract that may involve international air transportation.

7-11 Incorporation of Federal Transit Administration (FTA) Terms

The provisions within include, in part, certain Standard Terms and Conditions required under the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (2 CFR § 200), whether or not expressly set forth in the preceding contract provisions. All contractual provisions required by DOT, detailed in 2 CFR § 200 or as amended by 2 CFR § 1201, or the most recent version of FTA Circular 4220.1G are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Contract. The Contractor shall not perform any act, fail to perform any act, or refuse to comply with any request which would cause a

violation of the FTA terms and conditions. This contract incorporates by reference the FTA Master Agreement incorporated into SCAT's Award (currently MA(34), November 26, 2025, or successor). In the event of conflict, Federal requirements control in the following order: (1) federal statutes and regulations (including 2 CFR parts 200 and 1201, 2 CFR part 184, and 49 CFR part 661), (2) the FTA Master Agreement, then (3) this solicitation and contract. The Contractor shall comply with all FTA guidance in effect on the date of award, including FTA Circular 4220.1G.

7-12 No Government Obligation to Third Parties

SCAT and Contractor acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying Contract, absent the express written consent by the Federal Government, the Federal Government is not a party to this Contract and shall not be subject to any obligations or liabilities to SCAT, Contractor or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying Contract. The Contractor agrees to include the above clause in each subcontract financed in whole or in part with Federal assistance provided by the FTA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

7-13 Notice to FTA and U.S. DOT Inspector General of Information Related to Fraud, Waste, Abuse, or Other Legal Matters

If a current or prospective legal matter that may affect the Federal Government emerges, SCAT must promptly notify the FTA Chief Counsel and FTA Regional Counsel for the Region in which SCAT is located. SCAT must include a similar notification requirement in its Third Party Agreements and must require each Third Party Participant to include an equivalent provision in its subagreements at every tier, for any agreement that is a "covered transaction" according to 2 C.F.R. §§ 180.220 and 1200.220.

- (1) The types of legal matters that require notification include, but are not limited to, a major dispute, breach, default, litigation, or naming the Federal Government as a party to litigation or a legal disagreement in any forum for any reason.
- (2) Matters that may affect the Federal Government include, but are not limited to, the Federal Government's interests in the Award, the accompanying Underlying Agreement, and any Amendments thereto, or the Federal Government's administration or enforcement of federal laws, regulations, and requirements.
- (3) SCAT must promptly notify the U.S. DOT Inspector General in addition to the FTA Chief Counsel or Regional Counsel for the Region in which SCAT is located, if SCAT has knowledge of potential fraud, waste, or abuse occurring on a Project receiving assistance from FTA. The notification provision applies if a person has or may have submitted a false claim under the False Claims Act, 31 U.S.C. § 3729 et seq., or has or may have committed a criminal or civil violation of law pertaining to such

matters as fraud, conflict of interest, bribery, gratuity, or similar misconduct. This responsibility occurs whether the Project is subject to this Agreement or another agreement between SCAT and FTA, or an agreement involving a principal, officer, employee, agent, or Third Party Participant of SCAT. It also applies to subcontractors at any tier. Knowledge, as used in this paragraph, includes, but is not limited to, knowledge of a criminal or civil investigation by a Federal, state, or local law enforcement or other investigative agency, a criminal indictment or civil complaint, or probable cause that could support a criminal indictment, or any other credible information in the possession of SCAT.

7-14 Patent Rights and Rights in Data

Intellectual Property Rights

This Project is funded through a Federal award with FTA for experimental, developmental, or research work purposes. As such, certain Patent Rights and Data Rights apply to all subject data first produced in the performance of this Contract. The Contractor shall grant SCAT intellectual property access and licenses deemed necessary for the work performed under this Contract and in accordance with the requirements of 37 C.F.R. part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by FTA or U.S. DOT.

The terms of an intellectual property agreement and software license rights will be finalized prior to execution of this Contract and shall, at a minimum, include the following restrictions:

Except for its own internal use, the Contractor may not publish or reproduce subject data in whole or in part, or in any manner or form, nor may the Contractor authorize others to do so, without the written consent of FTA, until such time as FTA may have either released or approved the release of such data to the public. This restriction on publication, however, does not apply to any contract with an academic institution.

For purposes of this Contract, the term "subject data" means recorded information whether or not copyrighted, and that is delivered or specified to be delivered as required by the Contract. Examples of "subject data" include, but are not limited to computer software, standards, specifications, engineering drawings and associated lists, process sheets, manuals, technical reports, catalog item identifications, and related information, but do not include financial reports, cost analyses, or other similar information used for performance or administration of the Contract.

1. The Federal Government reserves a royalty-free, non-exclusive and irrevocable license to reproduce, publish, or otherwise use, and to authorize others to use for "Federal Government Purposes," any subject data or copyright described below. For "Federal Government Purposes," means use only for the direct purposes of the Federal Government. Without the copyright owner's consent, the Federal Government may not

extend its Federal license to any other party.

- a. Any subject data developed under the Contract, whether or not a copyright has been obtained; and
- b. Any rights of copyright purchased by the Contractor using Federal assistance in whole or in part by the FTA.

2. Unless FTA determines otherwise, the Contractor performing experimental, developmental, or research work required as part of this Contract agrees to permit FTA to make available to the public, either FTA's license in the copyright to any subject data developed in the course of the Contract, or a copy of the subject data first produced under the Contract for which a copyright has not been obtained. If the experimental, developmental, or research work, which is the subject of this Contract, is not completed for any reason whatsoever, all data developed under the Contract shall become subject data as defined herein and shall be delivered as the Federal Government may direct.

3. Unless prohibited by state law, upon request by the Federal Government, the Contractor agrees to indemnify, save, and hold harmless the Federal Government, its officers, agents, and employees acting within the scope of their official duties against any liability, including costs and expenses, resulting from any willful or intentional violation by the Contractor of proprietary rights, copyrights, or right of privacy, arising out of the publication, translation, reproduction, delivery, use, or disposition of any data furnished under that contract. The Contractor shall not be required to indemnify the Federal Government for any such liability arising out of the wrongful act of any employee, official, or agents of the Federal Government.

4. Nothing contained in this clause on rights in data shall imply a license to the Federal Government under any patent or be construed as affecting the scope of any license or other right otherwise granted to the Federal Government under any patent.

5. Data developed by the Contractor and financed entirely without using Federal assistance provided by the Federal Government that has been incorporated into work required by the underlying Contract is exempt from the requirements herein, provided that the Contractor identifies those data in writing at the time of delivery of the Contract work.

6. The Contractor agrees to include these requirements in each subcontract for experimental, developmental, or research work financed in whole or in part with Federal assistance.

7-15 Program Fraud and False or Fraudulent Statements and Related Acts

The Contractor acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. § 3801 et seq. and U.S. DOT regulations, "Program Fraud Civil Remedies," 49 C.F.R. part 31, apply to its actions pertaining to this Project. Upon execution of the underlying contract, the Contractor certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the underlying contract or the FTA assisted project for which

this contract work is being performed. In addition to other penalties that may be applicable, the Contractor further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on the Contractor to the extent the Federal Government deems appropriate.

The Contractor also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a project that is financed in whole or in part with Federal assistance originally awarded by FTA under the authority of 49 U.S.C. chapter 53, the Government reserves the right to impose the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5323(l) on the Contractor, to the extent the Federal Government deems appropriate.

The Contractor agrees to include the above two clauses in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clauses shall not be modified, except to identify the subcontractor who will be subject to the provisions.

7-15A Build America, Buy America (BABA) & FTA Buy America

For all infrastructure work funded in whole or in part with FTA assistance: (a) The Contractor shall ensure that construction materials used in the Project comply with the Build America, Buy America Act as implemented at 2 CFR part 184; and (b) iron, steel, and manufactured products shall comply with 49 U.S.C. § 5323(j) and 49 CFR part 661. The Contractor shall incorporate these requirements into design specifications, product submittals, and the construction bid package, and assist SCAT in preparing any necessary certifications/waiver documentation. Noncompliance may result in rejection of submittals, withholding of payment, or other remedies.

7-15B Domestic Preferences for Procurements (2 CFR 200.322)

As appropriate and to the extent consistent with applicable law, the Contractor shall, to the greatest extent practicable, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States when procuring any such items in performance of this Contract. The Contractor shall include this requirement in all subcontracts, subawards (if any), and purchase orders at any tier issued under this Contract.

7-16 Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment

- a) Recipients and subrecipients are prohibited from obligating or expending loan or grant funds to:
 - 1) Procure or obtain covered telecommunications equipment or services;

- 2) Extend or renew a contract to procure or obtain covered telecommunications equipment or services; or
 - 3) Enter into a contract (or extend or renew a contract) to procure or obtain covered telecommunications equipment or services.
- (b) As described in section 889 of Public Law 115-232, “covered telecommunications equipment or services” means any of the following:
- (1) Telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities);
 - (2) For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities);
 - (3) Telecommunications or video surveillance services provided by such entities or using such equipment;
 - (4) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country;
- (c) For the purposes of this section, “covered telecommunications equipment or services” also include systems that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.
- (d) In implementing the prohibition under section 889 of Public Law 115-232, heads of executive agencies administering loan, grant, or subsidy programs must prioritize available funding and technical support to assist affected businesses, institutions and organizations as is reasonably necessary for those affected entities to transition from covered telecommunications equipment or services, to procure replacement equipment or services, and to ensure that communications service to users and customers is sustained.
- (e) When SCAT accepts a loan or grant, it is certifying that it will comply with the prohibition on covered telecommunications equipment and services in this section. SCAT is not required to certify that funds will not be expended on covered telecommunications equipment or services beyond the certification provided upon accepting the loan or grant and those provided upon submitting payment requests and financial reports.
- (f) For additional information, see section 889 of Public Law 115-232 and 200.471.

7-17 Prompt Payment (49 CFR §26.29)

Prime contractors must pay each subcontractor for satisfactory performance no later than 30 days from receipt of payment from SCAT. If retainage is held, the prime must release retainage in full within 30 days after a subcontractor's work is satisfactorily completed. SCAT may, at its discretion, use incremental acceptance to facilitate return of retainage. These requirements apply to all subcontractors. The Contractor is required to pay its subcontractors performing work related to this contract for satisfactory performance of that work no later than 30 days after the Contractor's receipt of payment for that work. In addition, the Contractor is required to return any retainage payments to those subcontractors within 30 days after the subcontractor's work related to this contract is satisfactorily completed.

Subcontractor Substitution / Reduction. The Prime Contractor shall not terminate, replace, or reduce the scope of any Subcontractor identified in its proposal or required to fulfill participation commitments (e.g., small business, tribal, or other participation commitments documented at award) without SCAT's prior written consent. If such a Subcontractor is terminated or fails to complete its work, the Prime Contractor shall make good-faith efforts to engage another comparably qualified Subcontractor to perform at least the same amount and scope of work.

7-18 Restrictions on Lobbying

Conditions on use of funds.

- (a) No appropriated funds may be expended by SCAT of a Federal contract, grant, loan, or cooperative agreement to pay any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any of the following covered Federal actions: the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- (b) Each person who requests or receives from an agency a Federal contract, grant, loan, or cooperative agreement shall file with that agency a certification, that the person has not made, and will not make, any payment prohibited by paragraph (a) of this section.
- (c) Each person who requests or receives from an agency a Federal contract, grant, loan, or a cooperative agreement shall file with that agency a disclosure form if such person has made or has agreed to make any payment using nonappropriated funds (to include profits from any covered Federal action), which would be prohibited under paragraph (a) of this section if paid for with appropriated funds.
- (d) Each person who requests or receives from an agency a commitment providing for the United States to insure or guarantee a loan shall file with that agency a

statement, whether that person has made or has agreed to make any payment to influence or attempt to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with that loan insurance or guarantee.

(e) Each person who requests or receives from an agency a commitment providing for the United States to insure or guarantee a loan shall file with that agency a disclosure form if that person has made or has agreed to make any payment to influence or attempt to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with that loan insurance or guarantee.

Certification and disclosure.

(a) Each person shall file a certification, and a disclosure form, if required, with each submission that initiates agency consideration of such person for:

- (1) Award of a Federal contract, grant, or cooperative agreement exceeding \$100,000; or
- (2) An award of a Federal loan or a commitment providing for the United States to insure or guarantee a loan exceeding \$150,000.

(b) Each person shall file a certification, and disclosure form, if required, upon receipt by such person of:

- (1) A Federal contract, grant, or cooperative agreement exceeding \$100,000; or
- (2) A Federal loan or a commitment providing for the United States to insure or guarantee a loan exceeding \$150,000,

Unless such person previously filed a certification, and a disclosure form, if required, under paragraph (a) of this section.

(c) Each person shall file a disclosure form at the end of each calendar quarter in which there occurs any event that requires disclosure or that materially affects the accuracy of the information contained in any disclosure form previously filed by such person under paragraphs (a) or (b) of this section. An event that materially affects the accuracy of the information reported includes:

- (1) A cumulative increase of \$25,000 or more in the amount paid or expected to be paid for influencing or attempting to influence a covered Federal action; or
- (2) A change in the person(s) or individual(s) influencing or attempting to influence a covered Federal action; or,

- (3) A change in the officer(s), employee(s), or Member(s) contacted to influence or attempt to influence a covered Federal action.
- (d) Any person who requests or receives from a person referred to in paragraphs (a) or (b) of this section:
 - (1) A subcontract exceeding \$100,000 at any tier under a Federal contract;
 - (2) A subgrant, contract, or subcontract exceeding \$100,000 at any tier under a Federal grant;
 - (3) A contract or subcontract exceeding \$100,000 at any tier under a Federal loan exceeding \$150,000; or,
 - (4) A contract or subcontract exceeding \$100,000 at any tier under a Federal cooperative agreement,

Shall file a certification, and a disclosure form, if required, to the next tier above.

- (e) All disclosure forms, but not certifications, shall be forwarded from tier to tier until received by the person referred to in paragraphs (a) or (b) of this section. That person shall forward all disclosure forms to SCAT.
- (f) Any certification or disclosure form filed under paragraph (e) of this section shall be treated as a material representation of fact upon which all receiving tiers shall rely. All liability arising from an erroneous representation shall be borne solely by the tier filing that representation and shall not be shared by any tier to which the erroneous representation is forwarded. Submitting an erroneous certification or disclosure constitutes a failure to file the required certification or disclosure, respectively. If a person fails to file a required certification or disclosure, the United States may pursue all available remedies, including those authorized by section 1352, title 31, U.S. Code.
- (g) For awards and commitments in process prior to December 23, 1989, but not made before that date, certifications shall be required at award or commitment, covering activities occurring between December 23, 1989, and the date of award or commitment. However, for awards and commitments in process prior to the December 23, 1989 effective date of these provisions, but not made before December 23, 1989, disclosure forms shall not be required at time of award or commitment but shall be filed within 30 days.
- (h) No reporting is required for an activity paid for with appropriated funds if that activity is allowable under either subpart B or C.

7-19 Safe Operation of Motor Vehicles

Seat Belt Use

The Contractor is encouraged to adopt and promote on-the-job seat belt use policies and

programs for its employees and other personnel that operate company-owned vehicles, company rented vehicles, or personally operated vehicles. The terms “company-owned” and “company-leased” refer to vehicles owned or leased either by the Contractor or SCAT.

Distracted Driving

The Contractor agrees to adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers, including policies to ban text messaging while using an electronic device supplied by an employer, and driving a vehicle the driver owns or rents, a vehicle Contractor owns, leases, or rents, or a privately-owned vehicle when on official business in connection with the work performed under this Contract.

7-20 Seismic Safety

The Contractor agrees that any new building or addition to an existing building will be designed and constructed in accordance with the standards for Seismic Safety required in Department of Transportation (DOT) Seismic Safety Regulations 49 C.F.R. part 41 and will certify to compliance to the extent required by the regulation. The Contractor also agrees to ensure that all work performed under this contract, including work performed by a subcontractor, is in compliance with the standards required by the Seismic Safety regulations and the certification of compliance issued on the Project.

7-21 Simplified Acquisition Threshold

Contracts for more than the simplified acquisition threshold, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. § 1908, or otherwise set by law, must address administrative, contractual, or legal remedies in instances where Contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate. (Note that the simplified acquisition threshold determines the procurement procedures that must be employed pursuant to 2 C.F.R. §§ 200.317–200.327.)

The simplified acquisition threshold does not exempt a procurement from other eligibility or processes requirements that may apply. For example, Buy America’s eligibility and process requirements apply to any procurement in excess of \$150,000. 49 U.S.C. § 5323(j)(13).

References to the micro-purchase and simplified acquisition thresholds will be interpreted as updated by OMB and federal law (see 2 CFR § 200.320). SCAT will apply the thresholds in effect on the date of solicitation.

7-22 Termination

Termination for Convenience (General Provision)

SCAT may terminate this Contract, in whole or in part, at any time by written notice to the Contractor when it is in SCAT's best interest. The Contractor shall be paid its costs, including contract close-out costs, and profit on work performed up to the time of termination. The Contractor shall promptly submit its termination claim to SCAT to be paid the Contractor. If the Contractor has any property in its possession belonging to SCAT, the Contractor will account for the same, and dispose of it in the manner SCAT directs.

Termination for Default [Breach or Cause] (General Provision)

If the Contractor does not deliver supplies in accordance with the contract delivery schedule, or if the contract is for services, the Contractor fails to perform in the manner called for in the contract, or if the Contractor fails to comply with any other provisions of the contract, SCAT may terminate this contract for default. Termination shall be effected by serving a Notice of Termination on the Contractor setting forth the manner in which the Contractor is in default. The Contractor will be paid only the contract price for supplies delivered and accepted, or services performed in accordance with the manner of performance set forth in the contract. If it is later determined by SCAT that the Contractor had an excusable reason for not performing, such as a strike, fire, or flood, events which are not the fault of or are beyond the control of the Contractor, SCAT, after setting up a new delivery of performance schedule, may allow the Contractor to continue work, or treat the termination as a Termination for Convenience.

Opportunity to Cure (General Provision)

SCAT, in its sole discretion may, in the case of a termination for breach or default, allow the Contractor an appropriately short period of time in which to cure the defect. In such case, the Notice of Termination will state the time period in which cure is permitted and other appropriate conditions

If Contractor fails to remedy to SCAT's satisfaction the breach or default of any of the terms, covenants, or conditions of this Contract within 10 business days after receipt by Contractor of written notice from SCAT setting forth the nature of said breach or default, SCAT shall have the right to terminate the Contract without any further obligation to Contractor. Any such termination for default shall not in any way operate to preclude SCAT from also pursuing all available remedies against Contractor and its sureties for said breach or default.

Waiver of Remedies for any Breach

In the event that SCAT elects to waive its remedies for any breach by Contractor of any covenant, term or condition of this contract, such waiver by SCAT shall not limit SCAT's remedies for any succeeding breach of that or of any other covenant, term, or condition of this contract.

Termination for Convenience or Default (Architect and Engineering)

SCAT may terminate this contract in whole or in part, for SCAT's convenience or because of the failure of the Contractor to fulfill the contract obligations. SCAT shall terminate by delivering to the Contractor a Notice of Termination specifying the nature, extent, and effective date of the termination. Upon receipt of the notice, the Contractor

shall (1) immediately discontinue all services affected (unless the notice directs otherwise), and (2) deliver to the SCAT's Contracting Officer all data, drawings, specifications, reports, estimates, summaries, and other information and materials accumulated in performing this contract, whether completed or in process. SCAT has a royalty-free, nonexclusive, and irrevocable license to reproduce, publish or otherwise use, all such data, drawings, specifications, reports, estimates, summaries, and other information and materials.

If the termination is for the convenience of SCAT, SCAT's Contracting Officer shall make an equitable adjustment in the contract price but shall allow no anticipated profit on unperformed services.

If the termination is for failure of the Contractor to fulfill the contract obligations, SCAT may complete the work by contract or otherwise and the Contractor shall be liable for any additional cost incurred by SCAT.

If, after termination for failure to fulfill contract obligations, it is determined that the Contractor was not in default, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of SCAT.

7-23 Violation and Breach of Contract

Disputes:

Disputes arising in the performance of this Contract that are not resolved by agreement of the parties shall be decided in writing by the authorized representative of SCAT. This decision shall be final and conclusive unless within 10 business days from the date of receipt of its copy, the Contractor mails or otherwise furnishes a written appeal to the SCAT's authorized representative. In connection with any such appeal, the Contractor shall be afforded an opportunity to be heard and to offer evidence in support of its position. The decision of the SCAT's authorized representative shall be binding upon the Contractor and the Contractor shall abide by the decision.

Performance during Dispute:

Unless otherwise directed by SCAT's authorized representative, Contractor shall continue performance under this Contract while matters in dispute are being resolved.

Claims for Damages:

Should either party to the Contract suffer injury or damage to person or property because of any act or omission of the party or of any of his employees, agents or others for whose acts he is legally liable, a claim for damages therefore shall be made in writing to such other party within a reasonable time after the first observance of such injury or damage.

Remedies:

Unless this Contract provides otherwise, all claims, counterclaims, disputes and other matters in question between the agencies authorized representative and contractor arising out of or relating to this agreement or its breach will be decided by arbitration if the parties mutually agree, or in a court of competent jurisdiction within the State in which SCAT is located (Arizona).

Rights and Remedies:

Duties and obligations imposed by the contract documents and the rights and remedies available thereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law. No action or failure to act by SCAT or Contractor shall constitute a waiver of any right or duty afforded any of them under the contract, nor shall any such action or failure to act constitute an approval of or acquiescence in any breach thereunder, except as may be specifically agreed in writing.

7-24 Confirmation with ITS National Architecture

Intelligent Transportation Systems (ITS) projects shall conform to the National ITS Architecture and standards pursuant to 23 CFR § 940. Conformance with the National ITS Architecture is interpreted to mean the use of the National ITS Architecture to develop a regional ITS architecture in support of integration and the subsequent adherence of all ITS projects to that regional ITS architecture. Development of the regional ITS architecture should be consistent with the transportation planning process for Statewide and Metropolitan Transportation Planning (49 CFR Part 613 and 621).

7-25 Federal Tax Liability and Recent Felony Convictions

- (1) The Contractor certifies that it:
 - (a) Does not have any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability; and
 - (b) Was not convicted of the felony criminal violation under any Federal law within the preceding 24 months.

If the Contractor cannot so certify, SCAT will refer the matter to FTA and not enter into any Third-Party Agreement with the Third-Party Participant without FTA's written approval.

- (2) Flow-Down. SCAT agrees to require the Contractor to flow this requirement down to participants at all lower tiers, without regard to the value of any subagreement.

7-26 Severability

The Contractor agrees that if any provision of this Agreement or any amendment thereto is determined to be invalid, then the remaining provisions thereof that conform to federal laws, regulations, requirements, and guidance will continue in effect.

7-27 Trafficking in Persons

The Contractor agrees that it and its employees that participate in SCAT's Award, may not:

- (a) Engage in severe forms of trafficking in persons during the period of time that the SCAT's Award is in effect;
- (b) Procure a commercial sex act during the period of time that SCAT's Award is in effect; or
- (c) Use forced labor in the performance of the SCAT's Award or subagreements thereunder.

7-28 Procurement of Recovered Materials

In accordance with 2 CFR 200.323; 40 CFR part 247, for items designated by the U.S. EPA, the Contractor shall procure and specify products containing the highest practicable percentage of recovered materials, consistent with performance requirements, price, availability, and delivery schedules. The Contractor shall flow this requirement to all tiers and incorporate the EPA-designated items and minimum content standards into the bid-ready construction specifications.

ATTACHMENT A – Proposer Checklist

This form must be completed and returned with the proposal. Failure to return this form may be cause for considering a proposal non-responsive.

Company/Firm Name:

Document Required
Confirmation

Proposer

Cover Letter	
Company/Firm Qualifications & Capabilities	
Related Experience / References	
Technical Proposal	
Personnel Availability	
RSOQ/Contract Exceptions	
Certificate of Insurance	
ATTACHMENT A: Proposer Checklist (this document)	
ATTACHMENT B: Proposal Affidavit	
ATTACHMENT C: Acknowledgement of Addenda	
ATTACHMENT D: Affidavit of Non-Collusion	
ATTACHMENT E: Certification and Restrictions on Lobbying	
ATTACHMENT F: Government-Wide Debarment and Suspension	
ATTACHMENT G: Vendor Registration	
ATTACHMENT H: Tribal Taxation Agreement Form	

ATTACHMENT B – Proposal Affidavit

The undersigned hereby declares that he/she has carefully read and examined the Legal Notice, the Scope of Work, the RSOQ Proposal Submission Requirements, and the Contractual Provisions, and is providing a proposal with all required documents and supporting certificates and affidavits, for the provision of services specified.

Signed: _____

Date: _____

Name and Title: _____

Company/Firm Name: _____

Subscribed and sworn to before me this ___ day of _____, 20___

Notary Public: _____

My commission expires on _____

ATTACHMENT C – Acknowledgement of Addenda

The undersigned acknowledges receipt of the following addenda to this RSOQ.

(Include the number and date for each entry.)

Addendum Number _____ Dated _____

Addendum Number _____ Dated _____

Addendum Number _____ Dated _____

Addendum Number _____ Dated _____

Failure to acknowledge the receipt of all addenda may cause the proposal to be considered non-responsive, which will require rejection of the proposal.

Signed: _____

Date: _____

Name and Title: _____

Company/Firm Name: _____

ATTACHMENT D – Affidavit of Non-Collusion

I hereby swear (or affirm) under the penalty for perjury:

1. That I am the proposer (if the proposer is an individual), a partner in the proposal (if the proposer is a partnership), or an officer or employee of the proposing corporation having authority to sign on its behalf (if the proposer is a corporation);
2. That the attached proposal has been arrived at by the proposer independently and has been submitted without collusion and without any agreement, understanding, or planned common course of action with any other proposer or materials, supplies, equipment, or service described in the RSOQ designed to limit independent proposals or competition;
3. That the contents of this proposal has not been communicated by the proposer or its employees or agents to any person not an employee or agent of the proposer or its surety on any bond furnished with the proposal, and will not be communicated to any such person prior to the official opening of the proposal; and
4. That I have fully informed myself regarding the accuracy of the statements made in the affidavit.

Signed: _____

Date: _____

Name and Title: _____

Company/Firm Name: _____

Subscribed and sworn to before me this ___ day of _____, 20___

Notary Public: _____

My commission expires on _____

ATTACHMENT E– Certification and Restrictions on Lobbying

I, _____ hereby certify
(Name and title of official)

On behalf of _____ that
(Company/Firm Name)

- No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, and officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
- If any funds other than federal appropriated funds have been paid or will be paid to any person influencing or attempting to influence an officer or employee of any agency, a Member of Congress, and officer or employee of Congress, or an employee of a Member of Congress in connection with the federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form – LLL, “Disclosure Form to Report Lobbying,” in accordance with its instructions.
- The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. § 1352 and 49 CFR Part 20. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Signed: _____

Date: _____

Name and Title: _____

Company/Firm Name: _____

ATTACHMENT F – Government-Wide Debarment and Suspension (Nonprocurement)

Recipients, contractors, and subcontractors that enter into covered transactions are required to verify that the entity (as well as its principals and affiliates) with which they propose to contract or subcontract is not excluded or disqualified. This is done by: (a) checking the SAM exclusions; (b) collecting a certification from that person (found below); or (c) adding a clause or condition to the contract or subcontract.

Instructions for Certification: Signing below indicates the prospective lower tier participant is providing the signed certification.

(1) It will comply and facilitate compliance with U.S. DOT regulations, “Nonprocurement Suspension and Debarment,” 2 CFR part 1200, which adopts and supplements the U.S. Office of Management and Budget (U.S. OMB) “Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement),” 2 CFR part 180,

(2) To the best of its knowledge and belief, that its Principals and Subrecipients at the first tier:

a. Are eligible to participate in covered transactions of any Federal department or agency and are not presently:

1. Debarred,
2. Suspended,
3. Proposed for debarment,
4. Declared ineligible,
5. Voluntarily excluded, or
6. Disqualified

b. Its management has not within a three-year period preceding its latest application or proposal been convicted of or had a civil judgment rendered against any of them for:

1. Commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction, or contract under a public transaction,
2. Violation of any Federal or State antitrust statute, or,
3. Commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making any false statement, or receiving stolen property,

c. It is not presently indicted for, or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses listed in the preceding subsection 2.b of this Certification,

- d. It has not had one or more public transactions (Federal, State, or local) terminated for cause or default within a three-year period preceding this Certification,
- e. If, at a later time, it receives any information that contradicts the statements of subsections 2.a – 2.d above, it will promptly provide that information to FTA,
- f. It will treat each lower tier contract or lower tier subcontract under its Project as a covered lower tier contract for purposes of 2 CFR part 1200 and 2 CFR part 180 if it:
 - 1. Equals or exceeds \$25,000,
 - 2. Is for audit services, or,
 - 3. Requires the consent of a Federal official, and
- g. It will require that each covered lower tier contractor and subcontractor:
 - 1. Comply and facilitate compliance with the Federal requirements of 2 CFR parts 180 and 1200, and
 - 2. Assure that each lower tier participant in its Project is not presently declared by any Federal department or agency to be:
 - a. Debarred from participation in its federally funded Project,
 - b. Suspended from participation in its federally funded Project,
 - c. Proposed for debarment from participation in its federally funded Project,
 - d. Declared ineligible to participate in its federally funded Project,
 - e. Voluntarily excluded from participation in its federally funded Project, or
 - f. Disqualified from participation in its federally funded Project, and

(3) It will provide a written explanation as indicated on a page attached in FTA’s TrAMS platform or the Signature Page if it or any of its principals, including any of its first tier Subrecipients or its Third-Party Participants at a lower tier, is unable to certify compliance with the preceding statements in this Certification Group.

Certification

Contractor Name:

Signature of Authorized Official:

_____ Date _____ / _____ / _____

Name and Title of Contractor's Authorized Official:

ATTACHMENT G – Vendor Registration

SAN CARLOS APACHE TRIBE VENDOR APPLICATION FORM C

This form is to be completed by the recipient as part of the vendor registration process. The form must be completed, signed and forwarded to the Finance Department. Registration information will be used for both financial tracking and tax reporting to the Internal Revenue Service. Vendor registrations forms are required yearly following the IRS calendar year: January to December. **Please print clearly.**

SECTION A

1.

Name of Business: _____

Street or P.O. Box: _____

City: _____ State: _____ Zip code: _____

Telephone: () _____ Fax: () _____

E-Mail Address: _____

2. Federal Employer I.D. Number: _____

3. Addresses, Phone and Fax Numbers (if different):

Corporate/Home Address (if different):

Street or P.O. Box: _____

City: _____ State: _____ Zip code: _____

Telephone: () _____ Fax: () _____ E-Mail Address: _____

Remittance Address (if different):

Street or P.O. Box: _____

City: _____ State: _____ Zip code: _____

Telephone: () _____ Fax: () _____

E-Mail Address: _____

Payment Processing: The Department of Finance and Revenue Accounts Payable process all payments through Automatic Clearing House Electronic Funds transfer. Please fill out the attached form.

Purchase Order Address (if different):

Street or P.O. Box: _____ City:

State: _____ Zip code: _____

Telephone: (____) _____ Fax: (____) _____

E-Mail Address: _____

4. Type of Organization:

Individual / Sole Proprietorship	Partnership C Corporation	S Corporation Trust /estate	Corporation Other
LLC Enter the tax classification (C=C corporation, P=partnership			
Exempt			

5. Type of Business: List types of goods and services available from your company. May include brochure or flyer. (For Example: General goods, construction, signs, printing, office supply)

Tribal Business Type: Choose which business type best describes your company. You may choose more than one.

Description				
Type:	____ Goods	____ Service	____ Non Profit	
	____ Tribal Department	____ Tribal Group (Community)	____ Tribal Enterprise	____ Tribal Organization
Preference:				
Native American	____ Tribal Member Owned	____ Member of AZ Tribe	____ Member of US Tribe	

6. Ownership of Business: List the names of owner (s). If corporation list the board members.

Does this business qualify as a Minority Business? Yes No

African American	Hispanic	Asian or Pacific Islander	American Indian or Alaskan Native
Caucasian	Other _____		

(If yes, please check the appropriate box below)

Does your business qualify as a US small business contractor? If so, please circle the appropriate classification below:

Small Disadvantaged Business	HUBZone program
Women-owned Small Business Federal Contract program.	
Veteran contracting assistance program	8(a) Business Development program

7. Person(s) authorized to sign on behalf of company .

(This list must be manually signed in ink and kept current)

Signature	Printed Name	Title	Phone number

8. Tribal Tax

1. First step, determine the location of delivery of the purchase of goods and services:

- _____ A. Purchase of goods and services is **not within** the San Carlos Apache Reservation boundaries. (Tribal tax does not apply)
- _____ B. Purchase of Goods and Services **within** the San Carlos Apache Reservation boundaries. (5% Tribal tax applies)
- _____ C. Goods and Services **ordered from and delivered** to the San Carlos Apache reservation. (5% Tribal tax applies)

2. If Subject to Tribal tax, vendors must obtain a Tribal business license from the General Manager's office.

San Carlos Apache Tribal Business License No _____
Effective Dates _____ Expiration Date _____

3. If subject to Tribal Tax, please select one type of option below:

Tribal Tax: Option 1: Tribal Finance will deduct the Tribal tax of five (5%) percent from all payments and pay you only of for the cost of your product or service. The total amount of payment including Tribal tax deduction will be reported to the IRS. You will be issued a debit memo for your IRS reporting.

_____ **A.** I elect to include Tribal tax on my invoices.

_____ **B.** I elect to have the San Carlos Apache Tribe to write the 5% Tribal tax on my business invoices.

Tribal Tax: Option -Other Tribal Sales Tax Exemptions:

_____ **2A.** The sale of unprepared whole food products to Women and Infant Children program recipients or to the individuals seeking to make payments with federal Food Stamps;

_____ **2B.** Goods purchased for resale;

_____ **2C.** Charges for actual freight costs incurred on the shipment of tangible personal property to the purchaser;

_____ **2D.** Fuel; and

_____ **2E.** Sales of goods and services by itinerant or residential businesses.

In terms of Tribal tax, I elect for option (for example: 1A, 1B, 2A, 2B, 2C, 2D, or 2E-select one) _____

In the event, the vendor's business is based off the San Carlos Apache reservation and work is performed within the reservation boundaries, the vendor will be required to identify how much work is performed within the San Carlos Apache reservation boundaries. The vendor's invoices must reflect this information. Appropriate tax rates apply. Tribal tax is calculated above the vendor's goods and service rate. Tribal tax is paid from the funding source. Shipping is not included in calculations of Tribal tax.

Vendor - Authorized Signature: _____ **Date** _____

SECTION B

1. CAGE Code (12 character alpha-numeric code): _____

2. References:

a. Other government units or businesses you have sold to or serviced. (list at least three)

Name 1: _____

Street or P.O. Box: _____

City: _____ State: _____ Zip code: _____

Telephone: (____) _____ Fax: (____) _____

E-Mail Address: _____

Name 2: _____

Street or P.O. Box: _____

City: _____ State: _____ Zip code: _____

Telephone: (____) _____ Fax: (____) _____

E-Mail Address: _____

Name 3: _____

Street or P.O. Box: _____

City: _____ State: _____ Zip code: _____

Telephone: (____) _____ Fax: (____) _____

E-Mail Address: _____

3. Please attach any additional information you would like considered.

Examples: Evidence of experience, financial capacity and quality of performance plus a current catalog.

4. Attach a sign and current Federal W-9 form. Form may be obtained at irs.gov.

5. Resume' of Owner(s)

6. List of Past Projects with the San Carlos Apache Tribe. (Past five years) List name of contract, start date, end date, Tribal department, contact person with Tribe, value of contract and description of scope of work.

7. Organizational Chart

8. Current CIB (if applicable)

9. Business License – Tribal

10. Proof of Business Insurance

11. Federal Excluded Parties List System

Federal Executive Order (E.O.) 12549 “Debarment and Suspension“ requires that all contractors receiving individual awards, using federal funds, and all sub- recipients certify that the organization and its principals are not debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal department or agency from doing business with the Federal Government.

Failure to comply will disqualify request to be entered as a vendor in our Accounting system. Information on debarment is available at the following websites:

www.sam.gov

Your signature certifies that you or your principal is **NOT** presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.

_____ (Name)
_____ (Company)
_____ (Address)
_____ (Address)
PHONE _____ -- FAX _____
EMAIL _____

12. **Conflict of Interest** –Disclosure statement required if a member of your immediate family is employed or contracted with San Carlos Apache Tribe or any of its subsidiaries. Please fill out the Related Party Disclosure form. Please return with the Vendor Registration packet.

“Immediate family” shall mean parents, wife, husband, children and brothers and sisters. SCAT Employment Policies and Procedures Manuel 7-5-2022

Your signature certifies that neither you, the legal owners, the board members or your principal has any known conflict of interest issue from participation in this transaction by any Tribal department or agency. If there are **no known conflict of interest** issues, please sign and verify.

Authorized Signature: _____ Printed Name: _____
Title: _____ Date: _____

SECTION C

San Carlos Apache Tribal Terms and Conditions:

1. Terms: Standard terms for business are thirty days net unless otherwise agreed upon. The San Carlos Apache Tribe does not pay late fees unless otherwise agreed upon.
2. Purchase Orders: All purchases of \$1,000.00 and up require a purchase order in advance.
3. Authorized Contract signer is the Tribal Chairman Terry Rambler
4. The venue for all disputes is San Carlos Apache Tribal court on the San Carlos Apache reservation in San Carlos, Arizona.
5. The vendor agrees to abide by all Tribal laws and regulations including Tribal policies and procedures.

Department Information: If vendor, what department are you working with?

If department, how are you using the vendor?

Contractor

Consultant

One-time purchase

Other-_____

Department Name: _____ Contact Name: _____

Email: _____ Telephone: _____

Email: vendor.registration@scat-nsn.gov

Address:

Purchasing

San Carlos Apache Tribe

P. O. Box 0

3A San Carlos Avenue

San Carlos, Arizona 85550

Phone 928-475-1663

ATTACHMENT H – Tribal Taxation Agreement



Compliance is our Goal!

Tribal Privilege License & Tribal Sales Tax Requirement

Tribal Privilege License

The Privilege License requirement comes from Section 7 of the Tribal Tax Code (Ordinance No 86-01, as amended by Resolution No. JN-14-186).

- If you conduct business or are operating a business within the exterior boundaries of the San Carlos Apache Reservation and classified as a street vendor, you are **required** to obtain a Tribal Business License (Section 7.3).

Tribal Sales Tax 5%

The Tribal Tax comes from Section 6 of the Tribal Tax Code (Ordinance No. 86-01, as amended by Resolution No. DC-23-226).

- Tribal sales tax must be applied to invoices/sales slips for all purchases of goods and services received within the exterior boundaries of the San Carlos Apache Reservation.
- Each program is responsible for identifying goods or services that may be subject to the Tribal sales tax.
- If the vendor does not agree to charging the Tribal sales tax the Finance department will charge or otherwise add the tax to the invoice amount and process a debit memo to the vendor for tax to be recorded as revenue, while transmitting a check for the cost of goods and services sold.

Tribal Tax Office
Department of Finance & Revenue
SAN CARLOS APACHE TRIBE-SAN CARLOS, AZ.

For information on the Tribal Business License, please contact:

Christabelle Mull, General Manager San Carlos Apache Tribe 1 San Carlos Avenue Building 3 PO Box 0 San Carlos, Arizona 85550 Phone: 928-475-1600 Email: christabelle.mull@scat-nsn.gov	Monica Boni, Business Licensing San Carlos Apache Tribe 1 San Carlos Avenue Building 3 PO Box 0 San Carlos, Arizona 85550 Phone: 928-475-1788 Email: monica.boni@scat-nsn.gov
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For Tribal Tax Issues/questions, please contact:

Mary Nez, Comptroller's Assistant
San Carlos Apache Tribe
Department of Finance & Revenue
1 San Carlos Avenue Building 3
PO Box 0
San Carlos, Arizona 85550
(928) 475-1677
Email: mary.nez@scat-nsn.gov

Business License Policies and Procedures

Policy: Prior to conducting or operating a business within the exterior boundary of the San Carlos Apache Indian Reservation, all individuals or businesses that are not classified as Street Vendors, are required to obtain a Business License issued by the San Carlos Apache Tribe.

Procedure:

1. Obtain Business License packet from the General Manager's Office. The packet will include an application and assurances. Please insure that the application, assurances are filled out and signed. Also, any applicable licenses or certifications are included.
2. All Non, San Carlos Apache Tribal Member owned businesses shall abide by the following Fee Schedule for the Calendar year in which the application was submitted. There are three (3) Classes of Licensure and the fees for the licenses as follows are identified in Tribal Resolution number JA-15-019:
 - a. **Temporary License-\$25.00** (7 calendar days or less)
 - b. **Seasonal-\$50.00** (3 months or less)
 - c. **Annual-\$100.00*** (anything exceeding 3 months)
 - i. *Annual is a business license defined as a license that is issued for more than 3 months in the calendar year it was issued
 - ii. Regardless of Class of Licensure, **there will be no fee required, related to San Carlos Apache Tribal member owned businesses**
3. Payments
 - a. Methods of payment:
 - i. Money orders and checks payable to the San Carlos Apache Tribe
 - ii. **Debit/Credit card payment accepted**
 - b. The payment will be receipted and the initial Business License will be issued covering the period from the date of issuance to December 31st of the year issued
4. All Construction companies and Sub-Contractors **MUST** attach the following documentation to their Business License Application
 - a. Letter of Intent
 - b. Certificate of Liability
 - c. Must have a current Registrar of Contractor's License (ROC)
5. All Asset Repossession Companies **MUST** attach the following documentation to their Business License Application
 - a. Completed Certification issued by the San Carlos Police Department
6. Medical Emergency Transportation Service Providers **MUST** attach the following documents to their Business License Application
 - a. Documentation providing approval from the Department of Health & Human Services
 - b. San Carlos Apache Tribal Council Resolution, Motion or Minutes providing proof of authorization to provide services on the San Carlos Apache Reservation
 - c. Certificate of Liability
7. Food Vendors **MUST** attach a copy of their current Food Handlers Card

Business License Renewals

Policy: All Business licenses must be renewed prior to January 1st of each year. Failure to renew said license prior to January 1st will result in suspension of the privilege to conduct business on the San Carlos Apache Indian Reservation until the license is renewed.

NOTE: Notices will not be sent to vendors reminding them their business license will soon expire or has expired. It will be the responsibility of the vendor(s) to renew their business license for the new calendar year; the expiration date is clearly written on the issued business license certificate.

If a Business will be receiving compensation from the San Carlos Apache Tribe they must also complete the San Carlos Apache Tribe Vendor Registration Form and submit a completed IRS W9 Form so payments issued can be accurately recorded. You can request for a Vendor Registration and W9 Form from the Business License Issuer if needed.

License Denials/Suspensions/Revocations

The San Carlos Apache Tribe reserves the right to deny, suspend or revoke any Tribal Business License. Appeals may be submitted to the Tribal General Manager's Office.

San Carlos Apache Tribe
 PO Box 0
 San Carlos, Arizona 85550
 (928) 475-1600

Terry Rambler
 Tribal Chairman



Tao Etpison
 Vice-Chairman

Business License Application

I. Type of Application/License			
<input type="checkbox"/> New Business	<input type="checkbox"/> Temporary License	<input type="checkbox"/> SCAT Member	
<input type="checkbox"/> Renewal	<input type="checkbox"/> Seasonal License	<input type="checkbox"/> Other Tribal Member	
<input type="checkbox"/> New Owner of Existing Business	<input type="checkbox"/> Annual License	<input type="checkbox"/> Non-Indian Member	
*If claiming Tribal Member or Other Tribal Membership you must attach your CIB to the Application			
Previous Owner (If applicable)	Previous License Number	Current License Number	
Date of Change (Indicate Business, Name or Location)			
If you purchased an existing Business, did that establishment conduct business on the San Carlos Apache Indian Reservation? <input type="checkbox"/> Yes <input type="checkbox"/> No If yes, indicate when and purpose			
II. Business Ownership			
Ownership: <input type="checkbox"/> Individual <input type="checkbox"/> Partnership <input type="checkbox"/> LLC <input type="checkbox"/> Corporation-State <input type="checkbox"/> Other			
Owners, Partners, LLC Members, Corporate Officers, Managing Members (For additional Names attach separate sheet)			
Name(s):	Title:	Email Address:	
Home Address & Mailing Address (If Different)		Driver's License Number	
City	State	Zip Code	Telephone Number
Location where Business Records are Kept:			
Name of Company/Contact Person	Address	Telephone Number	

III. Business Information

Business Name (Company, "DBA" or Individual)

Physical Address

Mailing Address

City

State

Zip Code

Telephone Number

Date Business Started:

IV. Business Type

Describe in detail nature of Business:

V. Signature of Applicant(s)

I certify that the information made in this application is true and complete to the best of my knowledge. I accept the license authorized and issued in response to this application with the condition that I report timely and pay and all taxes due by my company or myself, to the San Carlos Apache Tribe.

PRINT NAME:

TITLE:

SIGNATURE:

DATE:

ASSURANCES/CERTIFICATIONS

I, _____, provide the following assurances/certifications:

Scope: Business will be conducted only within the scope and licensing or certification limitations. _____

Workers Compensation: If applicable, Worker's Compensation Insurance will be provided for all employees and maintained at all times. _____

Laws & Jurisdiction: all Tribal and Federal laws will be complied with and the conduct of on-reservation business will be governed by the Laws and Courts of the San Carlos Apache Tribe. _____

Environmental: all Tribal and Federal environmental laws and regulations will be complied with, and the above listed business will have 100% responsibility for any violations, penalties, fines and mitigation. _____

Professional Licenses: if applicable, all professional licenses or certifications necessary for my business will be maintained at all times. _____

Representation: I understand and agree that the use of the Tribal Seal, or any logos or symbols associated with the San Carlos Apache Tribe is strictly prohibited, and said business shall not represent in any way, that they are owned, operated, or affiliated with the San Carlos Apache Tribe. _____

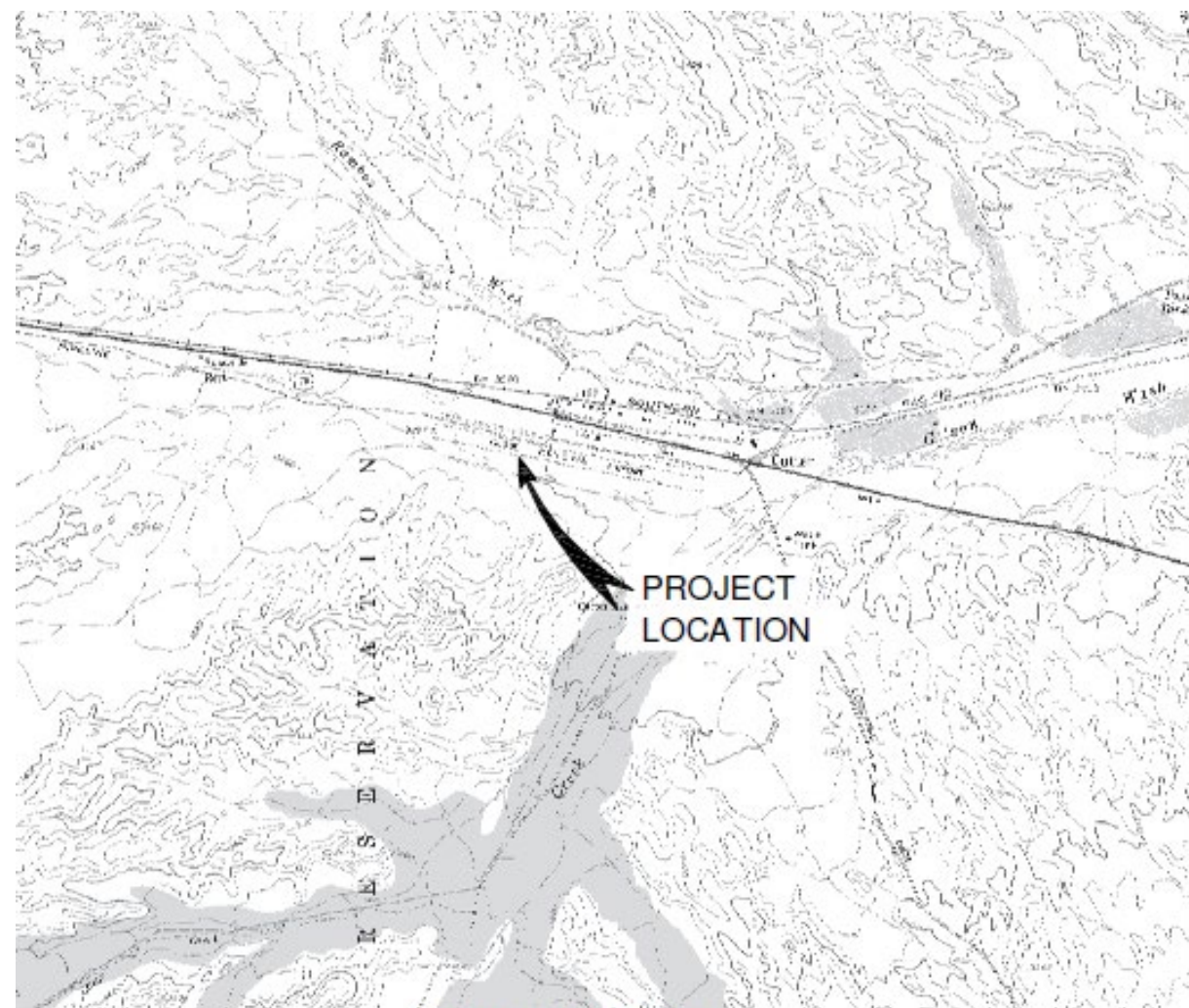
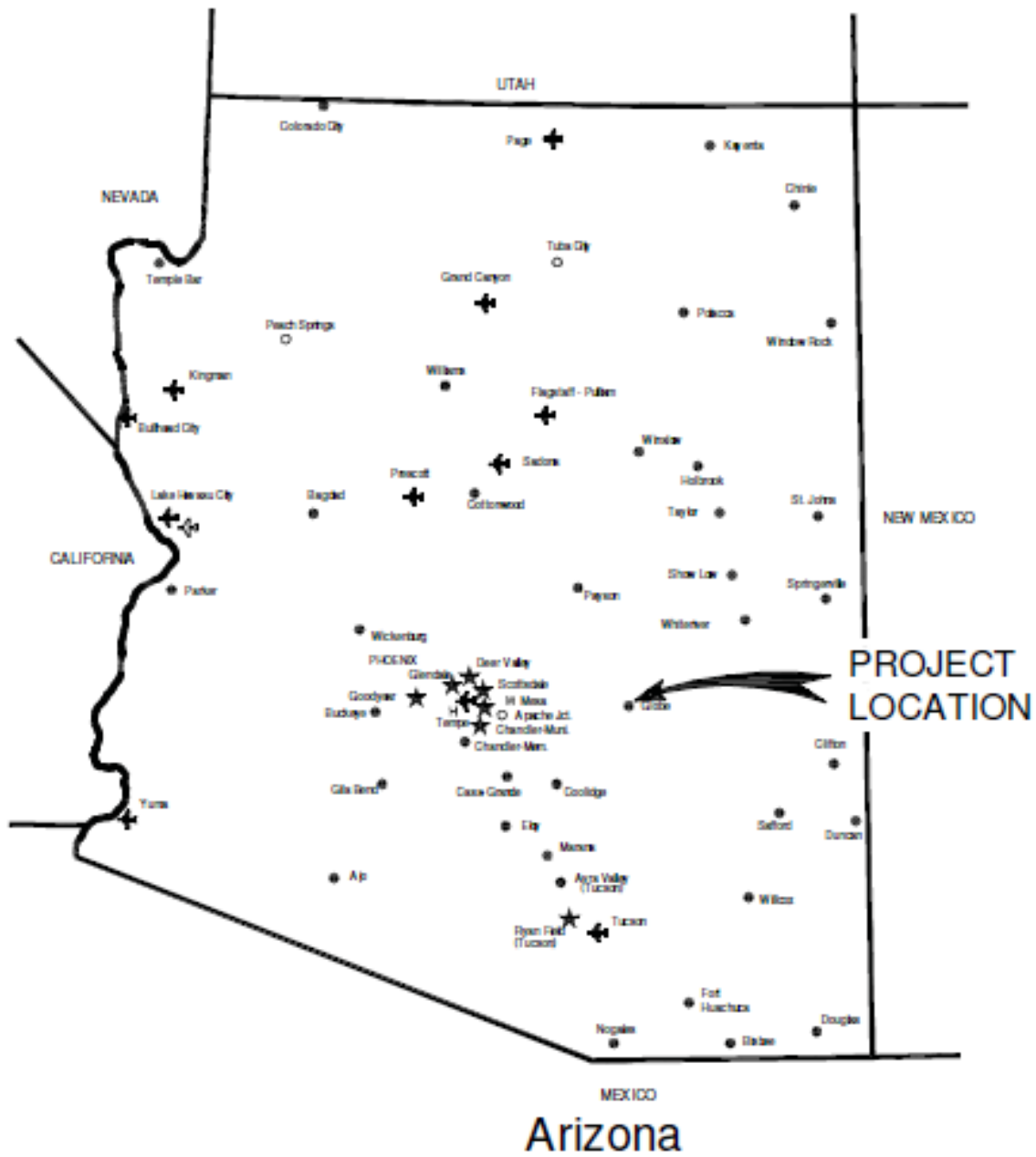
I certify that I am the _____ of _____ and that I have the authority to make all assurances and certifications on behalf of said company/business.

Print Name

Signature

Date

EXHIBIT A- Project Site Map and Conceptual Layout



VICINITY MAP

Overall Site Plan – San Carlos Airport Facility



San Carlos Airport

Overall Site Plan

Current Transit Facility



**New Access
US 70 Turn Lanes**

312'

525'

255'

585'

27

Google



Site Plan Option 1

Minimum footprint

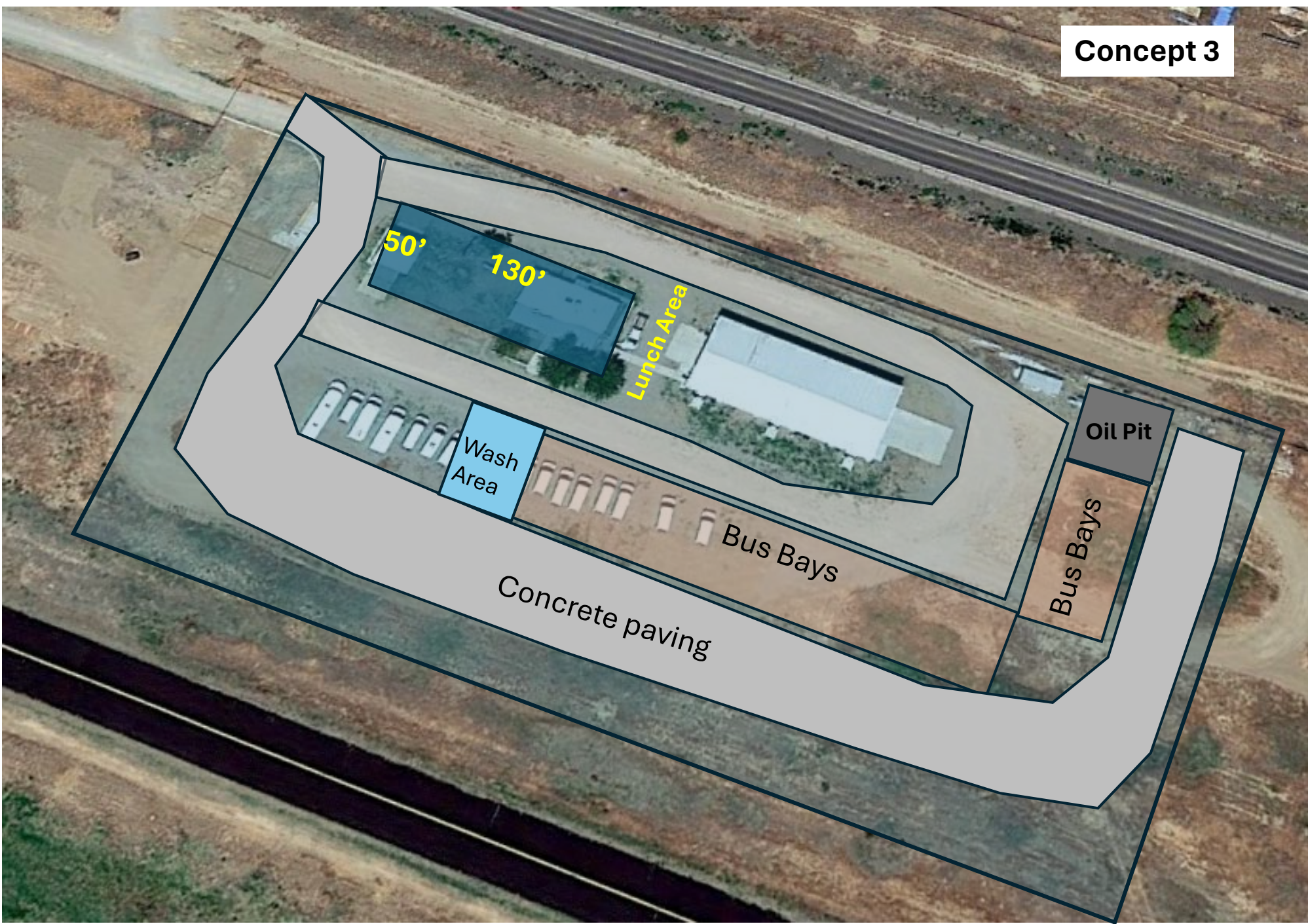
Concept 2



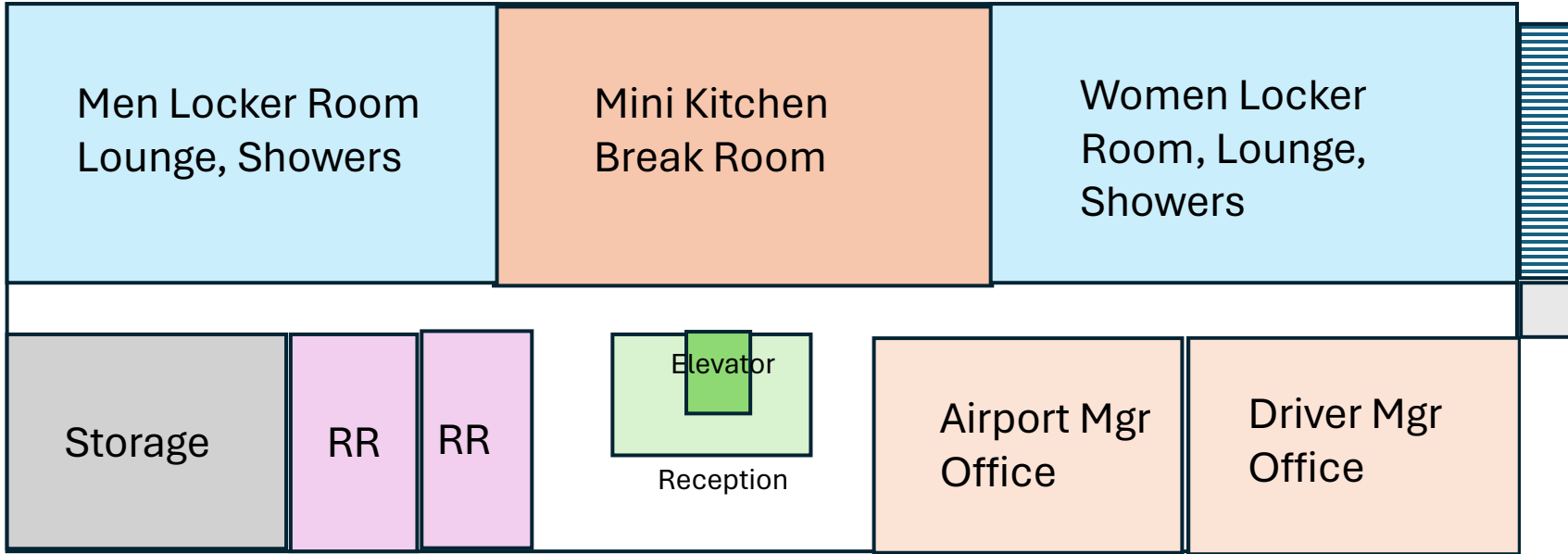
Concept 3

Bldg. = 13,000 SF

Requirements:

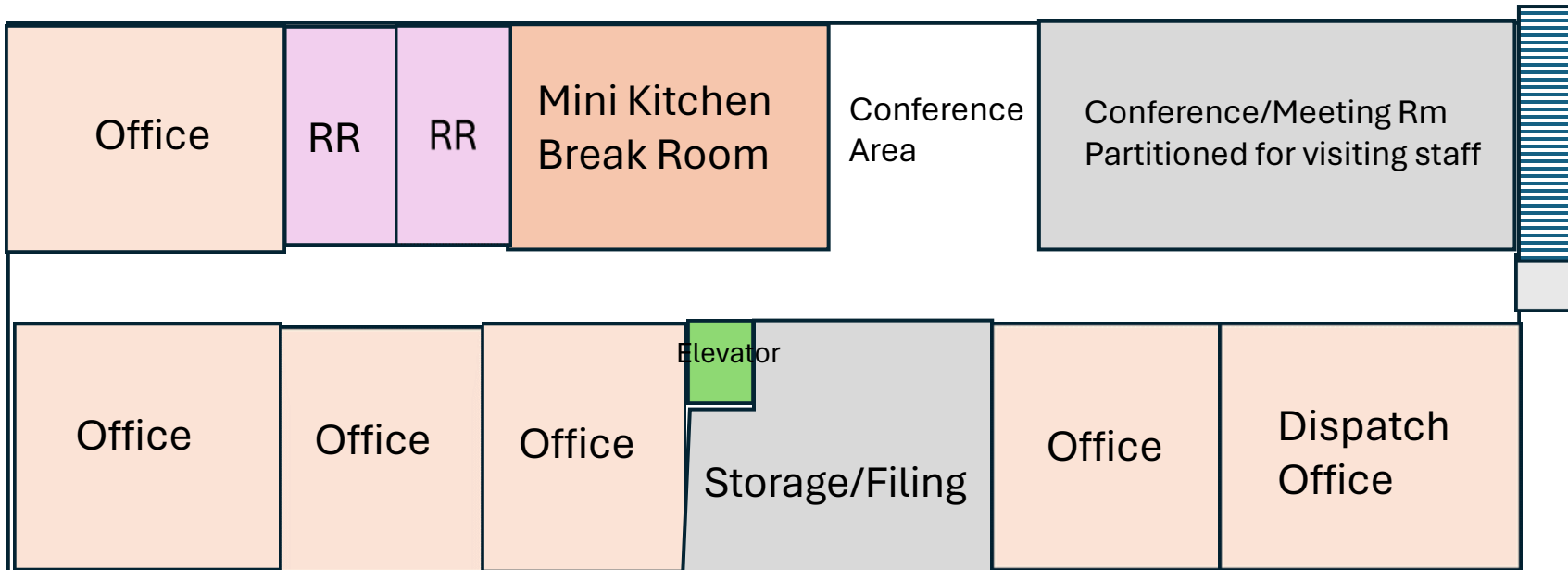


130'x50' (6500 SF x 2 Floors = 13,000 SF) Conceptual Building Layout To be refined by A&E Firm



First Floor

- entry way
- Reception
- Airport Mgr Office
- Crew locker room
- Crew Break/Ready Rm
- Restrooms
- Elevator



Second Floor

- Offices
- Dispatch
- Hotel computer area
- Conference Room
- Restrooms
- Kitchen/Break room
- Elevator

