



PAMUNKEY INDIAN TRIBE
TRIBAL GOVERNMENT

Andrew Foster
Director, Pamunkey Indian Museum and
Cultural Center

1054 Pocahontas Trail
King William, VA 23086
(804) 843-2372
FAX (866) 422-3387

REQUEST FOR PROPOSALS

Stabilization of Pottery School and Schoolhouse Buildings

Submit Proposals to:

Pamunkey Indian Tribe
ATTN: Bid for Historic Preservation
1054 Pocahontas Trail
King William, VA 23086
Fax: (866) 422-3387
accounting@pamunkey.org

For Questions and Inquiries, contact:

Pamunkey Indian Tribe
ATTN: Bid for Historic Preservation
1054 Pocahontas Trail
King William, VA 23086
Fax: (866) 422-3387
andrew.foster@pamunkey.org

Posting Date: 06/03/2025
RFP Proposals Due by: 07/11/2025



Pamunkey Indian Tribe

CONTENTS

Introduction	3
Clarification and Amendment of RFP Document	4
Summary	4
Proposal Process	4
Scope of Work.....	5
Proposal Timeline.....	6
Proposal Response Requirements	7
Budget 7	
Additional Conditions.....	7
Contract Ethics	8
Contract Terms and Conditions	8
Insurance.....	9
Bond Requirements	9
Termination.....	10
Compliance with Laws and Requirements	10
Selection Criteria	11
Affirmation	12
Statement of Rights	13
Dispute Resolution	13
CONTRACTOR CERTIFICATION.....	14
CONTRACTOR’S ACKNOWLEDGMENT	15
CONFLICT OF INTEREST STATEMENT	16



Pamunkey Indian Tribe

Introduction

The Pamunkey Indian Tribe ("Tribe") is seeking proposals from qualified preservation contractors to conduct critical stabilization repairs on two historic buildings on its Reservation. These buildings are a one-room schoolhouse built in 1909, and a three-room Pottery School built in 1932. The engaging contractor will be expected to conduct work in accordance with the [Secretary of the Interior's Standards for the Treatment of Historic Properties](#). The work is to be performed in accordance with the conditions set forth in the RFP.

The submission of a proposal does not express or imply obligation of the Tribe to reimburse prospective firms for expenses incurred during the preparation of the proposal. The proposal submitted shall remain in effect for ninety (90) days from the closing date.

The Tribe must receive any proposals on or before July 11, 2025, 5:00 p.m. EST at 1054 Pocahontas Trail, King William, VA 23086. Proposals received shall be reviewed by designated individuals from the Pamunkey Indian Tribe. The Tribe reserves the right to reject any or all proposals presented.

The Tribe shall retain all proposals and utilize any ideas in the proposal even if the proposal is not selected. The proposal submitted acknowledges agreement by the contractor of the provisions established in the Request for Proposal (RFP). The exception to this would be noted in the proposal and authorized in the contract between the contractor chosen and the Tribe.

The Tribe reserves the right to request additional information or clarification from potential contractors or grant amendments of errors and omissions.

The Tribe will select an entity or organization from those who submit an application, in accordance with the method of selection detailed in this document. The method of selection shall be as indicated within the Selection Criteria portion of this document.

Please note that the costs of preparing the application/proposal and of negotiating the contract, including any visits to the Tribe are not reimbursable as direct costs within the proposal; and the Tribe is not bound to accept any of the proposals or applications submitted.

This is a non-exclusive solicitation. The Tribe reserves the right to select one or more contractor to help the Pamunkey Indian Tribe with the categories of services described in Scope of Work Section in the RFP.

Attendance at a variety of meetings may be required throughout the contract including Tribal Council Meetings and Tribal Meetings, which may require travel. The resulting contract will be a Fixed Price Contract. Travel will be reimbursed in accordance with Federal Travel Regulations (FTR) 300.

Procurement processes shall comply with any applicable provisions of the ISDEAA relative to Indian preference, 25 U.S.C. §4560e (b) and (c), when making any award. Preference shall be given to Indians, Indian owned businesses, and Indian organizations as it pertains to procurements made by the Tribe, shall receive additional preferential priority relative to procurement award



Pamunkey Indian Tribe

consideration, however, they shall be subject, as are all others, to the provisions of the Tribes' Procurement Management System Standards.

Clarification and Amendment of RFP Document

Parties may request clarification of the scope of the project prior to the submission proposal deadline. The proposal submission date is 07/11/2025. Any inquiries or requests for clarification of the RFP documents must be sent in writing by email to the contact official indicated on the letter of invitation no later than five (5) business days prior to the submission date. The official will respond by email to such requests and will send written copies of the response to all contractors who have submitted proposals thus far.

At any time before the submission of proposals, the Tribe may for any reason, whether at their own initiative or in response to a clarification requested by an application or organization, amend the RFP. Any amendment shall be issued in writing through addenda. Addenda(s) shall be sent by email to all contractors or organizations that have applied thus far and will be binding on them. The Tribe may at their discretion extend the deadline for the submission of proposal.

Summary

The Pamunkey Indian Tribe ("Tribe") is seeking proposals from qualified preservation contractors to conduct critical stabilization of two historic buildings on its Reservation. These buildings are a one-room schoolhouse built in 1909, and a three-room Pottery School built in 1932. The engaging contractor will be expected to conduct work in accordance with the [Secretary of the Interior's Standards for the Treatment of Historic Properties](#). The work is to be performed in accordance with the conditions set forth in the RFP.

The scope of work listed below is adapted from a structural assessment prepared by Hamilton Structural Engineering, PLLC, and from an architectural survey report and management plan prepared by Commonwealth Preservation Group. These documents and historic imagery of the buildings in question are available and will be provided upon request.

Proposal Process

The proposal includes all calculations, estimates and evaluations as required for completion of this project. The proposals will be based on the Scope of Work (SOW) as outlined in this document. Contractors will acknowledge the SOW as the required baseline information.

The proposal shall include the identified responsibilities listed in the SOW; however, the identified responsibilities outlined in the SOW are not exclusive of other responsibilities, which may be deemed by the Chief and Council as appropriate, given the content of the proposals.

Proposal budgets must delineate costs at the component level for each of the structures in question (i.e. Schoolhouse foundation repair, Pottery School siding repair/replacement, Pottery School roof repair/replacement, etc.).



Pamunkey Indian Tribe

Scope of Work

Summary

The Pamunkey Indian Tribe requests the services of a preservation contractor to stabilize two historic buildings on the Pamunkey Indian Reservation: a 1909 Schoolhouse, and a 1932 Pottery School.

Schoolhouse

The one room Schoolhouse was built around 1909. It is of light frame wood construction on brick masonry piers. The floor is comprised of timber girders and rough sawn joists. The walls are balloon framed studs with clapboard siding on the exterior. The floor framing is 2"x10" joists at 16" on center spanning approximately 10 feet. Centerline and perimeter girder supporting floor joists and walls are 8"x5 3/4" timbers (long side horizontal). Girders span approximately 6 feet between brick piers. Walls are framed with 2 3/4"x4" studs at approximately 16" on center with in-plane, diagonal bracing in the building corners. The entry porch is framed with modern dimension lumber: 2x6 joists at 16" on center.

- **Foundation:** Interior faces of brick piers and brick piers on the interior are in poor condition. Several are missing bricks or have severely degraded mortar joints. Piers must be repaired and repointed.
- **Porch:** Handrails and concrete masonry unit stairs are to be removed and replaced with wooden stairs to match the original corner stairs as closely as possible. The modern framing of the entry porch is unsatisfactory. Where joist hangers are used, several are missing nails. One end of the framing is notched deeply and in violation of the building code to bear on a 6x6 that is supported on loosely placed, bricks sitting on a CMU ledge. Entrance porch should be repaired or replaced to meet code- and load-requirements for future use and improved accessibility.
- **Windows:** All windows need to be inspected and repaired as needed. Any broken glass is to be replaced with historically accurate, wavy glass. Exterior wooden elements should be scraped, primed, and repainted as needed.
- **Siding:** The clapboard siding is in fair condition, with a few areas in need of repair. Paint is peeling from the siding, and should be scraped, primed, and repainted. Repair or replace in kind as needed.

Pottery School

The 1932 Pottery School was constructed in a manner similar to the Old School House with isolated concrete piers supporting timber beams and rough sawn joists. This area houses work benches and shelving. Also in the original footprint is a section built on a slab on grade containing the kiln and associated work area. A later addition to the rear of the building houses additional storage area and work area. This area is also a slab on grade with light frame wood walls and roof. The exterior siding varies around the building. Traditional wood clapboard is used on the original building and some transition to the addition. The addition uses what appears to be asbestos siding on the sides and thin metal siding on the rear.



Pamunkey Indian Tribe

The floor framing in the elevated section of the building is comprised of 2"x5 ¾" joists at 24" on center spanning approximately 7 feet supported on 4"x5 ¾" girders spanning approximately 8 feet. The gable roof framing of the original building is comprised of 2"x6" rafters at 32" on center. The rafters of the shed roof over the addition are 1 5/8"x5 ½" and vary from 24" to 32" on center. The original roof deck is ¾" planks with modern OSB overlaid. The Pottery Workshop has two chimneys. There is a brick chimney on east side of the building that has been abandoned and a CMU chimney with clay flue tiles that was enclosed by the rear addition.

- **Roof:** Replace the existing three-tab asphalt shingle roof with metal roofing material sourced to match the ca.1930s photographs. The shed roof over the addition has failed. There is a noticeable depression in the roof with evidence of water leaking into the space, damage to interior drywall ceilings, and significant mold growth. Approximately half of the roof structure will require replacement. Once roof repairs are complete, remove and/or replace the area of molded ceiling in the rear lean-to addition.
- **Windows:** Windows that are missing or damaged beyond repair should be removed and opening secured until they can be repaired or replaced. Broken and/or missing glass should be replaced with historic, wavy glass. Exterior wooden elements should be scraped, primed, and repainted as needed.
- **Siding:** Clapboard siding is loose, missing, and cracked in many places. Repair or replace in kind the wood lap siding on the classroom and kiln room area of the building. Modern materials installed at the rear addition should also be replaced with historic siding materials and configuration visible in the ca.1930s photographs.
- **Electrical:** electrical service to the kiln room should be inspected and repaired or upgraded as needed to ensure safe use of this equipment.
- **East Chimney:** If allowed for historical reasons, the east chimney should be taken down considering the potential safety hazard.

Detailed Report

All work undertaken will be documented by the chosen contractor. A report detailing all findings and work done on both buildings will be maintained and provided to the Tribe following the completion of the project.

Proposal Timeline

The following schedule will apply to this RFP.

➤ RFP Issue Date	06/03/2025
➤ RFP Inquiries Due	07/07/2025
➤ Proposals Due	07/11/2025
➤ Finalist Interviews	07/21/2025
➤ Award Notification	07/28/2025



Pamunkey Indian Tribe

***A site visit is required for proposal to be accepted.** Contact Museum Director, Andrew Foster, at andrew.foster@pamunkey.org or 804.701.2470 to schedule a site visit prior to the inquiry due date listed above.

The site can be accessed from the following location:

Pamunkey Indian Museum and Cultural Center

175 Lay Landing Road

King William, VA 23086

Proposal Response Requirements

The proposal must include the following:

- Company Overview
- Project Team Member Resumes
- List of Relevant Projects
- Scope of Services
- Design Schedule
- Cost Breakdown
- Design Services Agreement Terms & Conditions
- Contractor's Statement
- Conflict of Interest Statement
- Contractor's Acknowledgment

Budget

Cost of Construction **\$365,000 to \$415,000**

Additional Conditions

The following conditions also apply:

- Proposals may be submitted by mail or via email.
- Proposals may be considered non-responsive and may be rejected if all required documents are not present. A complete proposal consists of all documents listed in Section 2.10 – Proposal Evaluation Criteria.
- A complete proposal must also include a cover letter signed by an official authorized to bind the Contractor contractually and contain a statement that the proposal is firm for 90 days. An unsigned letter or one signed by an individual not authorized to bind the Contractor will be rejected.
- The Pamunkey Indian Tribe, at its sole discretion, reserves the right to reject any or all proposals, waive minor irregularities, request additional information, and accept the proposal deemed to be in the best interest of the Pamunkey Indian Tribe.
- The successful Contractor must be an Equal Opportunity Employer.



Pamunkey Indian Tribe

- All information in the Contractor's response should be organized and presented in a clear and concise format. Accuracy and completeness are essential. The successful response will be incorporated into a contract as an exhibit; therefore, Contractors should not make claims to which they are not prepared to commit themselves contractually.
- Proposals received after the deadline will not be accepted. It is neither the Pamunkey Indian Tribe's responsibility nor practice, to acknowledge receipt of any proposal. It is the Contractor's responsibility to assure that a proposal is received in a timely manner.
- The Pamunkey Indian Tribe will not reimburse any expenses incurred by the Contractor, including, but not limited to; expenses associated with the preparation and submission of the response and/or attendance at interviews.
- The Pamunkey Indian Tribe expects all Contractor to consent to the Scope of Services, General Specifications, and all required services of the RFP.
- Contractors are only allowed to submit one proposal for the RFP. Alternate proposals or proposals that offer something other than what is being asked in the RFP will not be accepted and will cause the Contractor's submission to be deemed non-responsive and rejected. Any exceptions / alterations proposed must be submitted in writing. Determinations will be provided in an addendum and address the questions / exceptions proposed.

Contract Ethics

No employee of the Pamunkey Indian Tribe who exercises any responsibilities in the review, approval, or implementation of the proposal or resulting contract(s) may participate in any decisions which affects their direct or indirect personal or financial interest.

It is a breach of ethical standards for any person or entity to offer, give, or agree to give any Pamunkey Indian Tribe employee or member; or for any Pamunkey Indian Tribe employee or member to solicit, demand, accept, or agree to accept from another person / entity, a gratuity or an offer of employment whenever a reasonable prudent person would conclude that such consideration was motivated by individual, group, or corporate desire to obtain special, preferential, or more favorable treatment than is normally accorded the general public.

The Contractor will not accept any client or project that places it in a conflict of interest with its contract with the Pamunkey Indian Tribe. If such a conflict of interest is subsequently discovered, the Pamunkey Indian Tribe must be notified immediately. Failure to disclose this conflict will cause the Pamunkey Indian Tribe to determine the awarded firm in default and cancel the contract.

Contract Terms and Conditions

The Pamunkey Indian Tribe will be responsible for managing the contract and the relationship with the awarded Contractor. The Contractor will be responsible for managing all contracts and relationships with the subcontractors (if applicable). The Contractor will be required to adhere to all State and Federal provisions that govern the funding of the project, and those identified in the RFP.



Pamunkey Indian Tribe

The Pamunkey Indian Tribe reserves the right to cancel the contract, at its convenience, with 30-days' written notice to the Contractor. The Pamunkey Indian Tribe is only liable due from services performed, supplies provided, before the effective date of the termination.

Insurance

No later than seven days after execution of the contract, the Contractor shall provide the Tribe with certificates of insurance evidencing the types and amounts of insurance specified below with the Tribe named as the Additional Insured under the Certificate of Insurance:

- a. Standard Workers' Compensation as required by law; and
- b. Comprehensive General Liability Insurance for operations and contractual liability adequate to cover the liability assumed hereunder with limits of not less than \$1,000,000 on account of any one person and \$1,000,000 for each occurrence of property damage and personal injury; and
- c. Automobile Liability insurance in those instances where Contractor uses an automobile, regardless of ownership, for the performance of the Services. Contractor shall carry insurance, written on the comprehensive automobile form insuring all owned and non-owned automobiles with limits of not less than \$100,000 (bodily injury per person), \$300,000 (each accident) and \$50,000 (property damage). Insurance coverage shall not be reduced below the limits described above or cancelled without Tribe's written approval of such reduction or cancellation. Reduction, cancellation or termination of insurance coverage, or failure to obtain insurance coverage, without the Tribe's written approval shall constitute a material breach of the Agreement and shall automatically terminate the Agreement. Contractor shall require that any of its agents or sub-contractors who enter upon the Tribe's premises shall maintain like insurance. Certificates of such insurance, of agents and sub-contractors, shall be provided to the Tribe upon request. With regard to all insurance, such insurance shall:
 1. Be primary insurance to the full limits of liability herein before stated and, should Tribe have other valid insurance, Tribe insurance shall be excess insurance only; and
 2. Not cancelled without thirty (30) days prior written notice to the Tribe.

Bond Requirements

The Contractor shall provide one of the following bonds to assure fulfillment of the Contractor's obligations to the Tribe as identified in the Scope of Work. If the Contractor's obligations are not met, the bond assures payment, to the extent stipulated, of any loss sustained by the Tribe. The Contractor must provide the following bonds with the contract:

- a. A performance bond that secures the performance and fulfillment of the Contractor's obligations under the contract; and



Pamunkey Indian Tribe

- b. A payment bond for 100 percent of the contract price to assure payment as required by law of all persons supplying labor and materials in the execution of the Scope of Work identified within the contract.

Termination

The Pamunkey Indian Tribe reserves the right to cancel the contract, in whole or in part, immediately, in the event the Contractor (or subcontractor) fails to perform the work in accordance with the provisions identified in this RFP.

Compliance with Laws and Requirements

The work to be performed by the Contractor must strictly comply with all work procedures established by the Tribe and all applicable federal, tribal, state, and local laws, including without limitation CFR Part 200, Appendix II (Contract Provisions for Non-Federal Entity Contracts Under Federal Awards). The Contractor shall obtain and pay for all permits, inspections bonds securities, and deposits required to proceed with the work.

Equal Employment Opportunity. 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.

Davis-Bacon Act. Waived.

Build America Act. Waived.

Anti-Kickback Act. The Contractor and sub-contractors are subject to the anti-kickback statute under 40 U.S.C. § 3145. Each Contractor or sub-contractor are prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. All suspected or reported violations will be reported to the Federal awarding agency as required by law.

Contract Work Hours and Safety Standards Act. The Contractor is required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

Clean Air Act and the Federal Water Pollution Control Act. The Contractor hereby agrees to adhere to the provisions which require compliance with all applicable standards, orders, or



Pamunkey Indian Tribe

requirements issued under Section 508 of the Clean Water Act for contracts and sub-contracts exceeding \$150,000.

Debarment and Suspension. The Contractor is responsible for ensuring registration with the System for Award Management. In doing so, the Tribe will ensure there has been no debarment or suspension per the System for award management. The Contractor is responsible for ensuring any subcontractors are registered and are not debarred or suspended per the System for Award Management (SAM).

Byrd Anti-Lobbying Amendment. The Contractor certifies that it will not use Federal funds received from this contract to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352.

National Environmental Policy Act (NEPA). The Contractor must comply with the requirements of NEPA per 42 U.S.C. 4321 et seq., and the Council on Environmental Quality (CEQ) Regulations (40 C.F.R. Parts 1500-1508) for Implementing the Procedural Provisions of NEPA, which requires the Tribe to use all practicable means within its authority, and consistent with other essential considerations of national policy, to create and maintain conditions under which people and nature can exist in productive harmony and fulfill the social, economic, and other needs of present and future generations of Americans.

Native American Graves Protection and Repatriation Act (NAGPRA) and Section 106. The Contractor agrees to comply with NAGPRA and Section 106 if archaeological material is found onsite. The Contractor agrees to halt construction and work with the Tribe's Cultural Resource Director in next steps. If archaeological material is found, a Notice Proceed will be required before construction can continue.

Selection Criteria

After receipt and review of the proposals, The Chief and Council shall appoint a minimum of three (3) individuals to serve as the Review Panel which will rate the contractors and proposals in accordance with the Criteria for the Contractor below and prepare a recommendation report. A member of the Review Panel will forward the proposed selected contractor or organization to the Chief and Tribal Council for approval. Each contractor submitting a proposal will be notified via email of the final selection.

Criteria for Contractor Selection

• Experience and Qualifications	up to 25 points
• Specialized Experience & Technical Competence	up to 25 points
• Cost & Schedule	up to 25 points
• Interview	up to 15 points
• Indian Preference	up to 10 points
<hr/>	
Maximum Total	100 points



Pamunkey Indian Tribe

1. How many years of experience do you or your organization have in providing the type of services described in this RFP? _____ years
2. Is your organization at least 51% owned by a Native American, Minority, or Woman? (Minority group members are United States citizens who are African-American, Asian, American Indian, Asian-Pacific American or Hispanic American. Ownership means that the business is at least 51% owned by individuals that control management and daily operations.)
 - a. Can your organization be classified as a Native American Owned Business?
Yes ☐ No ☐ Percentage _____ %
 - b. Can your organization be classified as a Minority Owned Business?
Yes ☐ No ☐ Percentage _____ %
 - c. Can your organization be classified as a Women Owned Business?
Yes ☐ No ☐ Percentage _____ %

Affirmation

The contractor represents, warrants, covenants, and agrees that neither they nor its affiliates or any subcontractors (including any of their officers or employees) has provided or attempted to provide, either directly or indirectly, any Kickback to any employee of the Tribe or to any member of the Tribe. The contractor or organization further warrants, covenants, and agrees that neither the contractor or the organization nor its affiliates nor any subcontractor (including any of their officers or employees) will, in the future, provide or attempt to provide, either directly or indirectly, any Kickback to any employee of the Tribe.

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



Pamunkey Indian Tribe

Statement of Rights

The right to reject any or all quotes, proposal, or application to protect the best interest of the Tribe. The right to negotiate with all or one respondent when such action is deemed to be in the best interests of the Pamunkey Indian Tribe.

The right to cancel any agreement, if in its opinion there is failure at any time to adequately perform the stipulations of the Scope of Work or if there is any attempt to willfully impose upon the Pamunkey Indian Tribe services which are, in the opinion of the Pamunkey Indian Tribe, of an unacceptable quality. The contractor or organization agrees to hold harmless the Pamunkey Indian Tribe from any and all liabilities, obligations, damages, claims, costs, penalties, charges and expenses (including, without limitation, reasonable fees and expenses for attorneys, expert witnesses and other contractors at the prevailing market rates for such services) which may be imposed upon, incurred by or asserted against the Pamunkey Indian Tribe by reason of any of the following: any negligent or tortuous act, error, or omission attributable in whole or in part to the contractor or organization or any of their employees, contractors, or agents, now existing or hereafter created.

The right to deny payment for any failure by the contractor or organization to perform their obligations either implied or expressed under this contract/agreement. The contractor or organization agrees that it is their responsibility, not the tribes to safeguard the property and material that is used in performing this contract/agreement. Further, the contractor or organization agrees to hold the Pamunkey Indian Tribe harmless for costs and expenses resulting from any loss of such property and material used pursuant to the contractors or organizations performance under the contract.

The contractor acknowledges that the material provided and any product(s) created by the contractor is owned by the Pamunkey Indian Tribe. It cannot be used by the contractor without the expressed written consent of the Pamunkey Indian Tribe.

Dispute Resolution

Any action for claims arising out of or relating to the awarded contract and/or respective services shall be governed by the laws of the Pamunkey Indian Tribe. The Pamunkey Indian Tribe is a federally-recognized Indian tribe and has sovereign authority.

Definitions

- “Money” shall mean any cash, fee, commission, credit, gift, gratuity, and/or anything of value or compensation of any kind.
- “Contract” means a written contract with the Pamunkey Indian Tribe or any other political subdivision of the TRIBE or with any Tribally-owned business.
- “Contractor” means the organization or entity preparing the RFP for submission.
- “Kickback” means any Money which is provided or is offered for obtaining or maintaining a contract or for rewarding favorable treatment in connection with any contract.
- “Tribe” means the Pamunkey Indian Tribe.



Pamunkey Indian Tribe

CONTRACTOR CERTIFICATION REGARDING DEBARMENT, SUSPENSION, & OTHER RESPONSIBILITY MATTERS

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

1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal, State, Local or Tribal department or agency;
2. Have not within a five-year period preceding this proposal been convicted or had a civil judgment rendered against them for commission of fraud or criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, Local or Tribal) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
3. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, Local, or Tribal) with commission of any offenses enumerated in paragraph (2) of this certification; and,
4. Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State, Local or Tribal) terminated for cause or default.

I understand that a false statement on this certification may be grounds for rejection of this proposal or termination of the award. In addition, under 18 USC Sec. 1601, a false statement may result in a fine of up to \$10,000 or imprisonment for up to five (5) years or both.

Printed Name and Title of Authorized Representative

Signature of Authorized Representative

Date

If unable to certify these statements, please provide an explanation.



Pamunkey Indian Tribe

CONTRACTOR'S ACKNOWLEDGMENT

PROJECT: Stabilization of Pottery School and Schoolhouse Buildings

I hereby certify that I have read and fully understand the foregoing. I acknowledge that this Request for Proposal shall become a fully enforceable part of the contract if I am awarded the project. Failure to sign this attachment and provide the information required will deem your application non-responsive and it will be rejected. Please fill out the relevant sections below.

IFB Number:	
IFB Name:	
Company Name:	
Mailing Address:	
Phone #:	
Fax Number:	
Federal Tax ID #:	
Business License #:	

Contact Name:	
Title:	
E-mail Address:	
Phone #:	

By signing this page, the contractor hereby certifies that all information provided is true and serves to bind the company to the provisions of the RFP and any resulting contract.	
Signature	Date



CONFLICT OF INTEREST STATEMENT

It is the policy of the Pamunkey Indian Tribe (PIT) to avoid situations which place a contractor in a position where its judgment may be biased because of any past, present, or currently planned interest, financial or otherwise, the contractor may have which relates to the work to be performed pursuant to this solicitation or where the contractor's performance of such work may provide it with an unfair competitive advantage. (As used herein, "contractor" means the proposer or any of its affiliates or proposed consultants or subcontractors of any tier.) Therefore:

- I. The contractor shall provide a statement which describes in a concise manner all relevant facts concerning any past, present or currently planned interest (financial, contractual, organizational, or otherwise) relating to the work to be performed hereunder and bearing on whether the offeror has a possible organizational conflict of interest with respect to:
 - a. being able to render impartial, technically sound, and objective assistance or advice;
 - b. being given an unfair competitive advantage.

The contractor may also provide relevant facts that show how its organizational structure and/or management systems limit its knowledge of possible organizational conflicts of interest relating to other divisions or sections of the organization and how that structure or system would avoid or mitigate such organizational conflict.

- II. In the absence of any relevant interest referred to above, the contractor shall submit a statement certifying that to its best knowledge and belief no such facts exist relevant to possible organizational conflicts of interest. Proposed consultants and subcontractors are responsible for submitting information and may submit it directly to PIT with a copy of the transmittal letter to PIT.
- III. PIT will review the statement submitted and may require additional relevant information from the contractor. All such information, and other relevant information known to PIT, will be used to determine whether an award to the contractor may create an organizational conflict of interest. If a conflict is found to exist, PIT may:
 - a. Impose appropriate conditions which avoid such conflict;
 - b. Disqualify the offeror; or
 - c. Determine that it is otherwise in the best interests of PIT to contract with the contractor by including appropriate conditions mitigating such conflict in the subcontract.
- IV. The refusal to provide the disclosure or representation and any additional information as required shall result in disqualification of the contractor for award. The nondisclosure or misrepresentation of any relevant interest may also result in the disqualification of the contractor for award, or if such nondisclosure or misrepresentation is discovered after award, the resulting subcontract may be terminated for default. The contractor may also be disqualified, suspended, or disbarred from subsequent related PIT subcontracts.
- V. Depending on the nature of the subcontract activities, the contractor may, because of possible organizational conflicts of interest, propose to exclude specific kinds of work from the statement, unless the solicitation specifically prohibits such exclusion. Any such



Pamunkey Indian Tribe

proposed exclusion by a contractor shall be considered by PIT in the evaluation of proposals, and if PIT considers the proposed excluded work to be an essential or integral part of the required work, the proposal may be rejected as unacceptable.

- VI. No award shall be made until the disclosure or representation has been evaluated by PIT. Failure to provide the disclosure or representation will be deemed to be a minor informality and the contractor or subcontractor shall be required to promptly correct the omission.
- VII. (Do not complete both). Either statement shall be accompanied by a complete COI questionnaire as provided at paragraph i., cited below

☐Applicable COI Representation Statement

I hereby certify (or a representative of my organization I hereby certify) that, to the best of my knowledge and belief, no facts exist relevant to any past, present, or currently planned interest or activity (financial, contractual, personal, organizational, or otherwise) that relate to the proposed work; and bear on whether I have (or the organization has) a possible conflict of interest with respect to:

- a. Being able to render impartial, technically sound, and objective assistance or advice, or
- b. Being given an unfair competitive advantage. *

Signature: _____ Date: _____

Name: _____ Title: _____

Organization: _____

Company: _____

* An unfair competitive advantage does not include the normal flow of benefits from the performance of the subcontract.

☐Applicable COI Disclosure Statement

I hereby certify (or a representative of my organization I hereby certify) that, to the best of my knowledge and belief, all relevant facts concerning past, present, or currently planned interests or activities (financial, contractual, personal, organizational, or otherwise) that relate to the proposed work; and bear on whether I have (or the organization has) a possible conflict of interest with respect to:

- a. being able to render impartial, technically sound, and objective assistance or advice, or
- b. being given an unfair competitive advantage*, are fully disclosed in paragraph I and on the attached page(s) and formatted to show:

1. For ease of presentation, divide the disclosure information to address the following four parts: organizational, contractual, financial, and other.



Pamunkey Indian Tribe

2. The company, agency, organization in which you have past, present, or currently planned interest or activities (financial, contractual, organizational, or otherwise).
3. A brief description of relationship.
4. The period of relationship.
5. The extent of relationship (e.g., value of financial interest of work, percent of total holdings, total work, etc.).

Signature: _____ Date: _____

Name: _____ Title: _____

Organization: _____

Company: _____

* An unfair competitive advantage does not include the normal flow of benefits from the performance of the subcontract.

VIII. Disclosure Format

With respect to past, present, and currently planned interests (financial, contractual, organizational, or otherwise) the contractor should furnish a list of past, present and currently planned activities (including contracts) that relate to the work to be performed under the solicitation. The list may be in a columnar format showing:

- The company (or agency) for which the work is being, has been, or will be performed.
- Nature of work (a brief description)
- Period of performance for the work
- Dollar value of the work
- Sales and marketing activity

Similar information should be provided by the covered subcontractors and consultants relating to the work to be performed by them under the solicitation.