



## Tule River Tribe

### Request for Proposal for Owner's Representative Services

RFP Number:  
TRTC-22-2019

Issue Date:  
May 28, 2019

#### RFP Submission Address:

Ralene Clower  
Gaming Commission  
681 S. Reservation Road  
Porterville, CA 93257

Attention: Ralene Clower, Executive Director

#### RFP Closing date and time:

One (1) complete hard copy and one digital copy (USB drive) to be sent via U.S. Mail or hand delivered via courier to Ms. Ralene Clower must be received by 5:00 pm Pacific Time on July 3, 2019.

THIS DOCUMENT IS TO BE TREATED AS STRICTLY CONFIDENTIAL

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## Executive Summary

### 1. Summary of the Request

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The Tule River Tribe (the “**Tribe**” or the “**Owner**”) is requesting proposals from consulting firms who specialize in construction management and development, with an emphasis on hotels, restaurants, tribal gaming projects, fire stations, and wastewater treatment plants to provide owner’s representative services in relation to the Tribe’s proposed casino relocation and hotel/convention center project (the “**Project**”). The services sought include pre-development and development consulting services for the Project. The proposed development elements include an approximately 100,000 square foot casino, a 250-room hotel, food and beverage facilities, administrative space, a multi-purpose event center with about 1,700 seats, an approximately 30,000 square foot convention center, and associated parking and infrastructure. The Successful Respondent will be responsible for managing all activities of the Project’s architect, builder, contractors, engineers and consultants. The Successful Respondent must consistently report progress to and obtain feedback from the Tribal Council and the Tule River Gaming Authority Board (“**Gaming Authority Board**”).

### 2. Overview of the Tribe and Site

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The Tribe is a federally recognized Indian tribe located within the County of Tulare, California. The Tribe, through the Gaming Authority Board, currently operates a Class III gaming facility, the Eagle Mountain Casino, on its existing 55,000 acre-reservation. The Tribe intends to relocate the Eagle Mountain Casino to a 40-acre parcel (“**Site**”) located at 2780 West Road within the City of Porterville, California, after the Site is transferred to trust status for the benefit of the Tribe. The Site is relatively flat, with a slight elevation increase in the northeast corner and a slight depression in the southwest corner. The site currently contains two office buildings, several storage containers, a parking lot, and a small paved road; the remainder of the site is undeveloped and consists of cleared fields. The elevation of the Airpark Site ranges from 410 to 430 feet (125 to 131 meters) above mean sea level.

### 3. Project Background

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The Tribe submitted an application to the Bureau of Indian Affairs to transfer the Site into trust for the benefit of the Tribe for gaming purposes. The Project is currently in the final stages of the environmental review to allow the United States to take the land into trust for the benefit of the Tribe. A Draft Environmental Impact Statement was issued in May of 2018 (<http://www.tulrivereis.com/>). The Tribe is now searching for the necessary professional services to begin the pre-development of the Project.

## Terminology and Administrative Requirements

### 4. Terminology

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In this Request for Proposal (including the cover page), unless the context otherwise requires, the following words and terms shall have the meanings indicated herein and the grammatical variations of the words shall have the corresponding meanings. Submission of a proposal in response to this Request for Proposal indicates acceptance of the following terminology.

**“Contract”** means the written agreement resulting from this Request for Proposal executed by the Tribe and the Successful Respondent;

**“Must”** or **“Mandatory”** means an essential prerequisite for a proposal to receive consideration;

**“Preferred Respondent”** means the Respondent selected by the Tribe for proceeding to negotiation and execution of the Contract;

**“Request for Proposal”** or **“RFP”** means the invitation to prospective Respondents to submit a proposal for the provision of services with requirements specified herein;

**“Respondent”** means an organization that submits, or intends to submit, a proposal in response to this Request for Proposal;

**“Should”** or **“Desirable”** means a requirement having a significant degree of importance to the objectives of the Request for Proposal;

**“Successful Respondent”** means the Respondent, if any, with whom the Tribe executes the Contract.

## 5. Request for Proposal Process

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5.1 **Inquiries/Additional Information.** All inquiries related to this RFP are to be in writing via email directed only to the individuals listed below. Information obtained from any other source is not official and shall not be relied upon. Inquiries will be received until 5:00 pm Pacific Time on June 13, 2019 and responses will be recorded and answers may be distributed to all potential Respondents at the Tribe's option.

Ralene Clower  
Office: (559) 781-3292  
Email: rclower@trtgc.com

Kerry Patterson  
Office: (619) 515-3295  
Email: kerry.patterson@procopio.com

5.2 **RFP Closing Date and Method of Submission.** Proposals shall be submitted only via U.S. Mail or hand delivered or via courier (FedEx, UPS, etc.). All proposals must be delivered in a sealed envelope to the attention of Ms. Ralene Clower, with "**Proposal to the Tule River Tribal Council for Owner's Representative Services**" clearly written in bold type.

**If via U. S. Mail:**

Gaming Commission  
Attn: Ralene Clower, Executive Director  
Tule River Indian Tribe of California  
P.O. Box 589  
Porterville, CA 93258

**If Hand Delivered or via Courier:**

Gaming Commission  
Attn: Ralene Clower, Executive Director  
Tule River Indian Tribe of California  
681 S. Reservation Road  
Porterville, CA 93257

Proposals must be received by 5:00 pm Pacific Time on July 3, 2019.

5.3 **Late Proposals.** Late proposals will not be accepted.

5.4 **Eligibility.** Proposals will not be evaluated if the Respondent's current or past corporate or other interests may, in the Tribe's opinion, give rise to a conflict of interest.

5.5 **Evaluation and Selection.** The Tribal Council will review and evaluate proposals and may consider the recommendations of a selection committee. Selection of the Preferred Respondent will be based on a combination of project understanding and approach, team experience with similar projects, proposed fee, and references. Proposals that do not meet all criteria will be disqualified without further consideration. The Tribe's intent is to enter into a Contract with the Respondent whose proposal best aligns with the criteria. As part of the final selection process the Tribe reserves the right to:

- a) Contact all references provided by the Respondent.
- b) Request an interview with the Respondent. Presenters must include key staff members for the proposed services. The location, time and date will be determined by the Tribe and the Respondent will be notified.

5.6 **Negotiation Delay.** If a written Contract cannot be negotiated within thirty (30) days of award notification sent to the Preferred Respondent, or such time as determined solely by the Tribe, the Tribe may, at its sole discretion, terminate negotiations and either negotiate a Contract with the next qualified Preferred Respondent or choose to terminate the RFP process and not enter into a Contract with any of the Respondents.

5.7 **Debriefing.** At the conclusion of the RFP process, all Respondents will be notified of the outcome.

5.8 **Estimated Time-Frames.** The following timetable outlines the anticipated schedule for the RFP process. The timing and the sequence of events resulting from this RFP may vary and shall be ultimately determined by the Tribe.

<b>Event</b>	<b>Anticipated Date</b>
Request for Proposal is issued	May 28, 2019
Deadline for Submitting Inquires/Questions	June 13, 2019
Closing Date to Submit Proposal	July 3, 2019
Proposal evaluation and interview process completed and Preferred Respondent Notified (estimated)	August 3, 2019

## 6. Proposal Preparation

6.1 **Signed Proposals.** All proposals must be signed by an authorized person/designee to sign on behalf of the Respondent and to bind the Respondent to statements made in response to this RFP. The Respondent should ensure its proposal includes a cover letter or statement(s).

6.2 **Irrevocability of Proposals.** By submission of a clear and detailed written notice, the Respondent may amend or withdraw its proposal prior to the closing date and time. Upon closing, all proposals become irrevocable, subject to **Section 6.5**. A Respondent who has withdrawn a proposal may submit a new proposal prior to the RFP closing date, provided that such proposal is done in accordance with the terms and conditions of this RFP.

6.3 **Acceptance of Terms.** Unless specifically excluded in writing, all the terms and conditions of this RFP are accepted by the Respondent and incorporated in its proposal.

6.4 **Respondents' Expenses.** Respondents are responsible for their own expenses in preparing and submitting a proposal, and for subsequent negotiations with the Tribe, if any. The Tribe will not be liable for Respondent claims, whether for costs or damages incurred by the Respondent in preparing and submitting the proposal, loss of anticipated profit in connection with any final Contract, or any other matter whatsoever.

6.5 **Duration of Proposal.** All Proposals submitted will be irrevocable for ninety (90) days after the closing date as defined in **Section 5.2**.

6.6 **Completeness of Proposal.** By submission of a proposal the Respondent warrants that if this RFP requires a Respondent to design, create or provide a system or a process or manage a program, all components required for the system, process or management of the program have been identified in the proposal or will be provided by the Successful Respondent at no charge.

## 7. Additional Terms

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### 7.1 **Acceptance of Proposals**

a) This RFP should not be construed as an agreement to procure goods or services by the Tribe. The Tribe is not bound to enter into a Contract with the Respondent who submits the lowest priced proposal or with any Respondent. Proposals will be reviewed based on the evaluation criteria. The Tribe will be under no obligation to receive further information, whether written or oral, from any Respondent.

b) Neither acceptance of a proposal nor execution of a Contract will constitute authorization of any activity or development contemplated in any proposal that requires any approval, permit or license pursuant to any federal, state, tribal, regional district or municipal statute, regulation or by-law.

7.2 **Form of Contract.** By submission of a proposal, the Respondent agrees to be identified as the Preferred Respondent and is willing to enter into a Contract with the Tribe.

7.3 **Liability for Errors.** While the Tribe has used considerable efforts to ensure an accurate representation of information in this RFP, the information contained herein is supplied solely as a guideline for Respondents. The information is not guaranteed or warranted to be accurate by the Tribe, nor is it necessarily comprehensive or exhaustive. Nothing in this RFP is intended to relieve Respondents from forming their own opinions and conclusions with respect to the matters addressed in this RFP.

7.4 **Modification of Terms.** The Tribe reserves the right to modify the terms of this RFP at any time in its sole discretion. This includes the right to cancel this RFP at any time for any reason whatsoever prior to entering into a Contract with the Preferred Respondent.

7.5 **Ownership of Proposals.** All documents, including proposals, submitted by Respondents in response to this RFP shall become the property of the Tribe. Such documents, including proposals, will be received and held in confidence to the extent allowable by law. Respondents agree to indemnify and hold the Tribe and the Tribe's instrumentalities harmless from any claims based on the use of such documents, including proposals, submitted by Respondents in response to this RFP.

7.6 **Use of Request for Proposal.** This RFP, or any portion thereof, may not be used for any purpose other than the submission of proposals.

7.7 **Confidentiality of Information.** Information pertaining to the Tribe obtained by the Respondent as a result of participation in this RFP process and Project is confidential and must not be disclosed without written authorization from the Tribe.

7.8 **Material Ownership.** All materials submitted, including but not limited to proposals in response to this RFP and any and all information, documentation, and presentations provided by the Successful Respondent to the Tribe on a go-forward basis, shall become the sole property of Tribe. Respondents agree to indemnify and hold the Tribe and the Tribe's instrumentalities harmless from any claims based on the use of such materials submitted and any and all information, documentation, and presentations provided to the Tribe.

7.9 **Information from Other Sources.** The Tribe reserves the right to obtain and consider information from other sources concerning the Respondent, such as the Respondent's capability and performance under other contracts, the qualifications of any subcontractor or consultants identified in the Proposal, the Respondent's financial stability, past or pending litigation, and other publicly available information.

7.10 **Non-material Variances.** The Tribe, in its sole discretion, may waive or permit the cure of non-material variances in the Proposal. Non-material variances include but are not limited to: failures to comply that do not affect overall responsiveness, that are merely a matter of form or format, that do not change the relative standing or otherwise prejudice other Respondents, that do not change the meaning or scope of the RFP, or that do not reflect a material change in the requirements of the RFP. In

the event the Tribe waives or permits cure of non-material variances, such waiver or cure shall not modify the RFP requirements or excuse the Respondent from full compliance with RFP specifications or other Contract requirements if the Respondent is awarded the Contract. Notwithstanding the foregoing, the determination of what constitutes a non-material variance shall rest in the sole discretion of the Tribe.

7.11 **Criminal History and Background Investigation.** The Respondent hereby explicitly authorizes the Tribe, in the Tribe's sole discretion, to conduct criminal history and/or other background investigation(s) of the Respondent, its officers, directors, shareholders, partners and supervisory personnel who will be involved in the performance of the Contract. This authorized investigation(s) shall include, but is not be limited, to Tule River Gaming Agency licensing and background requirements.

7.12 **Native Preference.** Firms seeking consideration of priority based on Native Preference must provide proof of tribal ownership.

7.13 **Sovereign Immunity.** Nothing contained in this RFP shall be construed as a waiver of rights, privileges, and sovereign immunity of the Tribe or the Tribe's instrumentalities.

## 8. Respondent's Response

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8.1 **Mandatory Criteria.** Proposals should address the following:

a) **Team Members.** Describe roles, responsibilities and relevant experience for the team members proposed or this assignment including principals and team members. Attach resumes for committed personnel.

b) **Scope of Work.** Respondents should describe Respondent's approach to providing the following basic scope of services to be provided by the Respondent:

1. Pre-Design Phase 1

i. Project Scoping.

a. Meet with the Tribe, review the existing facilities, discuss Project goals, objectives and desired outcomes and provide to the Tribe,

b. Review any existing Preliminary Project Program information to revise, enhance and/or develop conceptual project size, scope, budget and phasing. A *deliverable* will be provided proposing space allocations and amenity programs.

c. Review any feasibility studies and project proformas completed to date, regarding timeliness, scope, assumptions, conclusions and recommendations. A *deliverable* will be a report detailing any findings with regard to review of the Preliminary Feasibility, budget and program concepts developed to date.

d. Review any project budgets developed to date.

e. Review all due diligence related reports prepared to date

f. As a *deliverable*, prepare a report:

A. advising and offering recommendations on any issues which may affect Project implementation.

B. summarizing the preliminary scope and budget goals for the Project, as well as major strategies proposed to accomplish them

g. Provide detailed project development scoping to the Tribe, as a *deliverable*, in the form of a project coordination matrix, for all aspects of the capital development project including:

A. Design Services

B. Environmental Analysis Services as requested by the Tribe and/or as provided by the Tribe's Environmental Consultant

C. Pre-construction Services

D. Testing, Commissioning, and Inspection Services

E. Insurance, bonding and licensing

F. General Construction

G. Tribe Furnished Equipment procurement and installation

H. Governmental permits and fees

I. Utilities extensions

J. Off site and onsite infrastructure required to support the project, including upstream availability of power, water, sewer, etc.

h. Develop and provide as a *deliverable*, a baseline project schedule for the conceptual project developed during the feasibility phase, including all Project components' critical path milestones and phasing.

ii. Project Budget; Delivery Plan.

a. Review the various design and construction delivery options with the Tribe, advise on risks, rewards and challenges of each, developing, as a deliverable, a recommended Project Delivery Plan.

b. Provide, *as a deliverable*, a capital development Rough Order of Magnitude (ROM) project budget for the project concept developed during the feasibility phase through coordination with the Tribe's existing consultants.

c. Coordinate the master planning process, providing, *as a deliverable*, written comments regarding design, budget and schedule issues of various alternatives.

iii. Consultant Engagement. Coordinate consultant solicitation and pre-qualification, and, will develop, *as deliverables*, RFPs/Requests for Quotations for major team members as directed by the Tribe, as well as administer and evaluate Proposal responses.

a. Coordinate with the Tribe and other team members to draft an RFP in order to source an architect for purposes of design of the proposed structures.

b. Coordinate with the Tribe, architect and other team members to prepare an RFP in order to source a General Contractor for purposes of constructing the proposed structures.

c. Coordinate and/or assist the Tribe on managing the consultant selection process, including interviewing prospective team members and negotiating agreements with contract awardees, in collaboration with the Tribe and the Tribe's legal counsel.

iv. Overall Project Coordination and Outreach. Provide overall Project coordination between the Tribe, the Tribe's consultants, agencies having jurisdiction, and others, as necessary, related to the pre-development of the Project.

a. Determine that the delivery plan, budget and schedule are compatible with one another. Assist the Tribe in efficiently resolving any compatibility issues and review as necessary.

b. Assist the Tribe's Environmental Consultant in reviewing any existing technical analyses and reports, make recommendations as to any additional studies which may be required for project design, and assist the Tribe with the procurement (when needed) and the management of same as requested by the Tribe. *Deliverables* will include any report requested by the Tribe as to any findings regarding environmental work performed to date, as well as any Environmental, Geotechnical, Hazardous Materials, Surveys, etc., prepared by consulting team members.

c. Assist and/or coordinate with Tribe's Environmental Consultant, if requested, in the preparation, dissemination and public review of the Project Environmental Evaluation ("EE"); as well as any other services requested by the Tribe in connection therewith.

d. If requested by the Tribe, provide, *as deliverables*, meeting minutes, memoranda and copies of any permits or other pertinent public agency documents relevant to the project, to the Tribe, along with recommendations as to alternative courses of action.

e. If requested by the Tribe, coordinate and/or assist with any local, state and/or federal agencies as required to implement any other necessary approvals for project execution, including, but not limited to, National Pollutant Discharge Elimination System, U.S. Army Corps of Engineers 404, Environmental Protection Agency storm water permits, etc.

f. Ensure all necessary permits, approvals and any regulatory requirements are known through coordination with consultants, applicable regulatory entities, and the Tribe's legal counsel.

- g. Assist the Tribe in monitoring any applicable Tribal Employment Rights Ordinance (“TERO”) program for each project.
- h. If requested by the Tribe, track and approve on behalf of Owner all payment requests by the General Contractor, Architect, Consultants and other team members.

Assumptions

i. The above activities will occur over approximately a period of six (6) months, consisting of approximately three (3) months of project due diligence, feasibility study and team building, followed by three (3) months of Master Planning, EE development and public outreach process.

ii. At the conclusion of Phase 1 activities, the following Phase 2 activities shall be proposed, with a Not to Exceed cost to be developed once additional scheduling parameters are understood.

2. Design Phase 2 (This Scope of Work to be awarded, at the Tribe’s discretion, at a later date)

i. Monitor the cost effectiveness and efficiency of the entire team, including designers, consultants, general contractor and subcontractors, and assist in enforcing schedule and budget adherence.

ii. Coordinate the design team on the Tribe’s behalf to ensure timely delivery of design deliverables and provide necessary decisions and information from the Tribe and the Tribe’s direct consultants.

iii. Timely review and provide feedback to the Tribe relative to the completeness and quality of design documents, specification and submittals as they are developed, identifying any scope gaps or areas where supplemental or corrective measures are required and make recommendations as to constructability issues and value engineering opportunities which may affect schedule, quality and cost.

iv. Assist the Tribe with finalization of the design of the Project, including coordinating the Project architect, engineers, and other design consultants and team members, and ensure design review of preliminary and final drawings for compliance with, but not limited to, the Tribal-State Compact, all applicable building codes, Americans with Disabilities Act codes, National Indian Gaming Commission requirements, and other applicable regulatory requirements.

v. Coordinate the design review process and advise/assist the Owner in timely decision making throughout master planning, design and construction.

vi. Assist in preparing a master Project budget and cost estimates.

vii. Assist in preparing a master Project schedule.

viii. Coordinate third party plan check and structural peer review.

ix. Attend Tribal Council meetings when requested to provide the Tribe with status updates.

x. Meet with the Tribe's executive team when requested to provide status updates.

xi. Represent and/or assist the Tribe, to the extent requested, in community, governmental and local agency interaction related to project implementation.

xii. Coordinate with the Tribe's legal and public relations counsel, to the extent requested by the Tribe, in these efforts.

3. Construction Phase 3 (This Scope of Work to be determined and awarded, at the Tribe's discretion, at a later date)

c) **Qualifications.**

1. Possess a minimum of seven (7) years of experience in developing and constructing hotels, restaurants, and casinos, or have construction experience with similar type projects.

2. Possess a minimum of seven (7) years of experience acting as an owner's representative for projects similar to the scope of the Project.

3. Be able to prepare budgets and projections.

4. Be able to read and interpret income statements and budgets.

5. Possess a minimum of seven (7) years' experience in business management, including understanding of Generally Accepted Accounting Principles ("GAAP").

6. Be able to work well with diverse interests, i.e. Tribal Council, tribal personnel, community members, vendors and the Project team.

7. Have knowledge and understanding of tribal governments and tribal enterprises.

8. Have knowledge and understanding of hotel, tribal casino, restaurant, fire station, and wastewater treatment plant design and layout.

d) **Project Experience.**

1. State a minimum of three (3) tribal clients for whom owner's representation services have been provided.

2. State extent of experience with related infrastructure requirements for tribal casino projects.

3. Demonstrate your track record for delivering project completion on time and under budget.

4. Demonstrate familiarity with all classes of gaming, operations, and related gaming equipment.

5. Demonstrate your experience providing value engineering options on projects.

6. Describe your experience of working with the requirements and covenants of financial institutions.

e) **References.** Provide a minimum of three (3) references from within the tribal gaming market.

f) **Licensing.** Provide a minimum of three (3) tribal gaming jurisdictions from whom you currently hold licenses in good standing.

g) **Proof of Insurance.** Provide proof of insurance for general liability, worker's compensation, automobile and errors and omissions coverage, stating limits for each.

h) **Litigation Statement.** Provide any relevant information concerning any pending or active litigation within the last five (5) years.

i) **Project Schedule.** Provide a detailed project schedule showing major tasks, milestones, permitting, and deliverables as outlined in the scope of services section, above, excluding construction tasks.

j) **Fee Proposal.** Provide a fee proposal matrix showing major tasks from the scope of work and manhours by classification, as well as subconsultants along with billing rates and all other direct costs. If optional tasks are proposed, show them separately in the matrix with subtotals. The Tribe reserves the option to negotiate the fee with the Successful Respondent and is open to either time and materials or lump sum percent complete, or another type of contract, as mutually agreed to. Provide a billing rate sheet that could be used for additional services.

k) **Certification regarding Debarment, Suspension and other Responsibility Matters.** Provide an executed copy of the Tule River Tribal Council Certification regarding Debarment, Suspension and other Responsibility Matters attached to this RFP as **Exhibit 1**.

## 9. Proposal Format

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The following format and sequence should be followed in order to provide consistency in proposals and ensure each proposal receives full consideration. All pages should be consecutively numbered.

- a) Proposal cover letter, signed according to **Section 6.1**.
- b) Title Page including the name and number of the Request for Proposal, closing date and time and Respondent's name, address, and primary contact person.
- c) Table of contents including page numbers.
- d) A short (one or two page) summary of the key features of the proposal.
- e) The Respondent's proposal detailing the Respondent's responses to **Section 8** of the RFP.
- f) A list and description of all current, applicable professional licenses.
- g) A list of contact names and their telephone numbers in case further clarification is required.
- h) Appendices, including documents and information that the Respondent wishes to submit as part of its proposal.

## 10. RFP Exhibits

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Exhibit 1 - Tule River Tribal Council Certification regarding Debarment, Suspension and other Responsibility Matters

**Exhibit 1**

Tule River Tribal Council  
Certification regarding Debarment, Suspension and other Responsibility Matters



# TULE RIVER TRIBAL COUNCIL TULE RIVER INDIAN RESERVATION

## TULE RIVER TRIBAL COUNCIL CERTIFICATION REGARDING DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS

The prospective participant 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 from covered transactions by any Federal department or agency;
2. Have not, within a three-year period preceding this proposal, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain or performing a public (Federal, State or local) 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 government entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (2) of this certification; and
4. Have not, within a three year-period preceding this proposal, had one or more public transactions (Federal, State or local) 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 U.S.C. Sec. 1001, a false statement may result in a fine of up to \$10,000 or imprisonment for up to five years, or both.

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Name of Firm Submitting Bid

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Signature and Title of Authorized Official

Date

I am unable to certify to the above statements. Attached is my explanation.

Prime or Subcontractor's Name: \_\_\_\_\_

Telephone Number: \_\_\_\_\_