



**PAMUNKEY INDIAN TRIBE**  
**TRIBAL GOVERNMENT**

**REQUEST FOR PROPOSAL**

**Cultural Resource Center Project:**

Archaeological Survey

**Submit proposals by email to (no exceptions):**

Pamunkey Indian Tribe  
ATTN: CRC Project - Bid  
1054 Pocahontas Trail  
King William, VA 23086  
[crcproject@pamunkey.org](mailto:crcproject@pamunkey.org)

**For Questions and Inquiries, contact:**

Pamunkey Indian Tribe  
ATTN: Jennifer Dixon, CFO  
1054 Pocahontas Trail  
King William, VA 23086  
[crcproject@pamunkey.org](mailto:crcproject@pamunkey.org)

**Posting Date:** 02/21/2023  
**RFP Proposals Due by:** 03/10/2023, 5:00 PM EST



# Pamunkey Indian Tribe

## CONTENTS

Project Introduction & Overview .....	3
Clarification and Amendment of RFP Document .....	3
Project Summary .....	4
Proposal Process .....	4
Scope of Work .....	4
Preliminary Project Program Elements .....	<b>Error! Bookmark not defined.</b>
Construction Delivery Method .....	<b>Error! Bookmark not defined.</b>
Proposal Timeline .....	5
Proposal Response Requirements .....	5
Budget .....	6
Proposal Evaluation Criteria .....	6
General Proposal Information .....	7
Contract Ethics .....	8
Contract Terms and Conditions .....	8
Insurance .....	8
Termination .....	9
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
Appendices .....	19
Appendix A .....	19



### Project Introduction & Overview

The Tribe is seeking proposals from qualified Contractors to perform the work outlined in this request for proposal (RFP). All work performed under this RFP is subject to Chief and Council approval.

The Pamunkey Indian Tribe (“Tribe”) will select an entity or organization from those who submit proposals, 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 cost of preparing the 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 submitted.

The entity or organization must divulge any known affiliation to the Tribe. It must list and describe their professional relationships, if any, relating to the Tribe and why those relationships do not signify a conflict of interest relative to the RFP as outlined in the Conflict-of-Interest Section and the Conflict-of-Interest Statement. Furthermore, they shall provide written notice of any professional relationships secured during the period of this engagement.

This is a non-exclusive solicitation. The Tribe reserves the right to select one or more contractor(s) to help the Tribe with the categories of services described in the 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 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

Any request(s) for clarification of the RFP documents must be sent in writing by email to the contact official indicated on the letter of invitation by March 1<sup>st</sup>, 2023. The official will respond by posting a response on the Tribe’s website at [www.pamunkey.org](http://www.pamunkey.org) under “Careers & Opportunities”. The proposal submission date is March 10<sup>th</sup>, 2023 by 5:00 PM EST. All submissions must be received via email to [crcproject@pamunkey.org](mailto:crcproject@pamunkey.org).

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



## Pamunkey Indian Tribe

email to all Contractors or organizations that have submitted a proposal and will be binding on them. The Tribe may at their discretion extend the deadline for the submission of proposal.

### Project Summary

The Tribe will contract with a firm, organization, or individual to execute the scope of work identified in this RFP. The project is federally funded through the Tribe with the purpose of constructing a Cultural Resource Center (CRC) on the Pamunkey Indian Reservation. The CRC will provide vital services to the Pamunkey Tribal Citizens to include health and well-being, emergency shelter, essential operations, and communal gatherings.

### 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.

### Scope of Work

Phase I archaeological survey to include limited testing for the site to identify and classify archaeological resources that may be impacted by the construction of a commercial building on the Pamunkey Indian Reservation, King William, Virginia. Ground disturbance will include the installation of a well and septic system, and boring to support a building between 3,000 to 5,000 sq. ft.

The archaeological work proposed here is intended to build on the prior surface collection undertaken by the state of Virginia in the late 1970s, resulting in the establishment of the Pamunkey Reservation Archaeological District on the state and federal registers of historic places, located archaeological sites across the reservation and in proximity of previous survey areas tested by DATA Investigations LLC. The survey area is entirely within open agricultural fields, on relatively flat land, with likely sandy soils underlain with clayey-sand subsoils. The archaeological work proposed here is intended to document and interpret newly uncovered archaeological evidence, make recommendations for protecting significant deposits, and integrate this information into a detailed report.

Short summary reports with a summary of findings and initial conclusions/recommendations soon after each completed stage of fieldwork are expected. All recovered materials are to be washed, cataloged, and curated according to the DHR guidelines for the treatment of archaeological collections and returned at the conclusion of the project along with the final report to the Cultural Resource Director of the Tribe. This includes the storage of items in acid free bags and boxes, labeled appropriately by context with select objects labeled for easy inclusion in future



## Pamunkey Indian Tribe

exhibits. Conservation of certain unstable materials will likely be necessary, and we will provide an evaluation of these items with recommendations for their treatment.

The final report will include:

- 1) A review of the archaeological and historical background data;
- 2) A description of project methodology;
- 3) Presentation of the research results including:
  - a. location and description of identified archaeological resources and impacts to site integrity,
  - b. soil descriptions with notes on soil layers, features, and overall site integrity,
  - c. analysis of artifact distributions from plow zone sampling (shovel tests and test units) across the project area, and
  - d. artifact inventory of material recovered during the fieldwork.
- 4) Recommendations for evaluating the significance of the archaeological resources, conducting additional archaeological work, and for preserving the site in perpetuity.

### Proposal Timeline

The following schedule will apply to this RFP.

- RFP Issue Date 02/21/2023
- RFP Inquiries Due 03/01/2023
- Proposals Due 03/10/2023, 5:00 PM EST
- Award Notification 04/01/2023

### Proposal Response Requirements

The proposal must include the following:

- Scope of Services
- Fee Breakdown
- Proof of Insurance
- Acknowledgement that the site has been visited prior to proposal submission
- Terms & Conditions
- Contractor's Statement
- Conflict of Interest Statement
- Contractor's Acknowledgment



## **Budget**

Cost of Construction \$2,500,000 to \$3,000,000

## **Proposal Evaluation Criteria**

The Tribe has elected to solicit requests for proposal from qualified Contractors or organizations. The Chief and Council shall appoint a minimum of three (3) individuals to serve as the Review Panel to review the proposals and Contractors. The following qualifications and experience criteria/questions will be used as a guide to help in the selection of the individuals being interviewed. Please respond to all criteria/questions in the order they are presented.

### **Experience and Qualifications:**

1. Name, address, phone, and email of the Contractor applying.
2. Provide experience and qualifications of professional personnel that will conduct the work associated with the Scope of Work.
3. Provide a minimum of three references, address, phone, and email.

The Tribe may contact any other known clients, whether offered as reference or otherwise, to obtain information that will assist the Tribe in evaluating this proposal. The Tribe retains the right to use reference information to make selection decisions. Submittal of a proposal is agreement that the Tribe may contact and utilize such information.

### **Specialized Experience and Technical Competence**

1. The Contractors previous experience in working with Indian Tribes on similar projects if any.
2. The Contractor should have at least five years of experience with projects similar in scope.
3. Provide detailed resumes for all personnel assigned to this contract (Key Personnel) that will be responsible for the Tribe's account and will oversee the daily work for services requirement under the resulting contract. The resumes must include, but not limited to, the following:
  - a. Name and Title
  - b. Degree of Education and Credentials
  - c. Years of Relevant Experience with the organization
  - d. Responsibilities with the organization

## **Cost & Schedule**

This is a fixed-price contract. The Contractor must include all direct and indirect costs in the proposal. provided for each personnel that will be assigned to the resulting contract and remain firm for the duration of the initial contract. All reimbursable costs (i.e., mileage and travel) will be paid at actual expense. Upon completion of review of proposals received, the Tribe reserves the right to conduct a "best and final offer" with Contractors who are susceptible for award. The Contractor shall include in the proposal a schedule in approximate calendar days for completing the scope of work.



## Pamunkey Indian Tribe

### Indian Preference

Indian organizations must submit their proposal and a completed “Indian Preference Qualifications Statement” to qualify for Indian Preference consideration. The statement must demonstrate evidence of Indian ownership and control if the Contractor is an organization (mandatory).

All proposals must contain a statement of commitment to provide Indian Preference in subcontracting, training, and employment and must contain a statement describing the methods that will be used to provide such preference.

### Conflict of Interest

The Contractor must provide a statement that indicates whether or not any individuals working on the contract as a possible conflict of interest (e.g., currently working with other clients who are either in a dispute or in litigation with the Tribe) and, if so, the nature of that conflict.

The Tribe reserves the right to consider a proposal non-responsive and reject it or cancel the award, if any interest disclosed from any source could either give the appearance of a conflict or cause speculation as to the objectivity of the program to be developed by the Contractor. The Tribe has the final authority in determining any questions of a conflict of interest.

The Contractor must use the attached as their Conflict-of-Interest Statement.

### General Proposal Information

The following conditions also apply:

- Proposals must be submitted by 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 the Sections Proposal Response Requirements and 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 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 Tribe.
- The successful Contractor must be an Equal Opportunity Employer.
- 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.



## Pamunkey Indian Tribe

- Proposals received after the deadline will not be accepted. It is neither the 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 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.
- 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 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 Tribe employee or member; or for any 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 Tribe. If such a conflict of interest is subsequently discovered, the Tribe must be notified immediately. Failure to disclose this conflict will cause the Tribe to determine the awarded firm in default and cancel the contract.

### Contract Terms and Conditions

The 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.

The Tribe has hired a project manager, Pamunkey Indian Enterprise (PIE), for the completion of services in connection with the CRC project. PIE will oversee the project progression, timelines, completion of work, and other tasks as directed by the Tribe.

### 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:





## Pamunkey Indian Tribe

- 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.
- d. Professional Liability (Errors and Omissions) for consultant contracts, insurance appropriate to Consultant's profession, with limit no less than \$1,000,000 per occurrence or claim, \$2,000,000 aggregate. If Contractor maintains broader coverage and/or higher limits than the minimums shown above, the Tribe requires and shall be entitled to the broader coverage and/or the higher limits maintained by the Contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the Tribe.

## Termination

The 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. The Tribe will provide 30-days' written notice to the Contractor. The Tribe is only liable due from services performed, supplies provided, before the effective date of the termination.



## Compliance with Laws and Requirements

The work to be performed by the Contractor must strictly comply with 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 only 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 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



# Pamunkey Indian Tribe

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, a Review Panel 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 organization to the Chief and Council for approval. Each organization 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

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 <input type="checkbox"/>	No <input type="checkbox"/>	Percentage _____%
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## Pamunkey Indian Tribe

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.



### 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 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 Tribe services which are, in the opinion of the Tribe, of an unacceptable quality. The Contractor or organization agrees to hold harmless the 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 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 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 Tribe. It cannot be used by the Contractor without the expressed written consent of the 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 Tribe. The 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 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 13 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.

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Printed Name and Title of Authorized Representative

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Signature of Authorized Representative

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Date

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



## Pamunkey Indian Tribe

### CONTRACTOR'S ACKNOWLEDGMENT

#### PROJECT: Cultural Resource Center Construction

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.

<b>IFB Number:</b>	
<b>IFB Name:</b>	
<b>Company Name:</b>	
<b>Mailing Address:</b>	
<b>Phone #:</b>	
<b>Fax Number:</b>	
<b>Federal Tax ID #:</b>	
<b>Business License #:</b>	

<b>Contact Name:</b>	
<b>Title:</b>	
<b>E-mail Address:</b>	
<b>Phone #:</b>	

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.	
<b>Signature</b>	<b>Date</b>



## 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.



**Appendices**

**Appendix A**

Pamunkey Indian Tribe Cultural Resource Center Project Schedule									
ID	Task Name	Duration	Start	Finish	Predecessors	2022	2023	2024	2025
1	Key Member Team Building / Onboarding	153 days	Fri 2/3/23	Tue 9/5/23					
2	Architect	64 days	Fri 2/3/23	Wed 5/3/23					
3	Civil Engineer	64 days	Fri 2/3/23	Wed 5/3/23					
4	Construction Manager	44 days	Thu 7/6/23	Tue 9/5/23	5FS-85 days				
5	Achitecture, ID, Structural, MEP, Civil Design	130 days	Thu 5/4/23	Wed 11/1/23	2,3				
6	Regulatory Approvals & Permits	68 days	Thu 11/2/23	Mon 2/5/24	5				
7	Construction Subcontractor Bid Phase	25 days	Thu 11/2/23	Wed 12/6/23	5				
8	Owner-Contractor Agreement Execution	25 days	Thu 12/7/23	Wed 1/10/24	7				
9	Issue Construction Notice to Proceed	1 day	Tue 2/6/24	Tue 2/6/24	8,6				
10	Construction	225 days	Wed 2/7/24	Tue 12/17/24	9				
11	Substantial Completion	1 day	Wed 12/18/24	Wed 12/18/24	10				
12	Occupancy	20 days	Thu 12/19/24	Wed 1/15/25	11				