

REQUEST FOR PROPOSAL

2013 ASPHALT PATCHING AND SEALCOATING SERVICES



MOHAWK GAMING ENTERPRISES, LLC

873 STATE RTE 37

AKWESASNE, NY 13655

REFERENCE# RFP2013-9

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1 Statement of Work

1.1 Purpose

The purpose of this Request for Proposal (RFP) is to invite proposals from independent paving/sealing contractors for the repair and sealing of current roadways and parking lots further defined in Appendix A & B.

1.2 The Organization

The Akwesasne Mohawk Casino Resort is located in Upstate New York situated along the St. Lawrence River and bordering Canada in two provinces both Ontario and Quebec. The Akwesasne Mohawk Casino opened its doors in April of 1999 by the St Regis Mohawk Tribe and is the number one entertainment venue in the surrounding area. The casino currently has 1,800 Class III, Vegas style slot machines, 30 table games, high limit room, poker room, and all you can eat Buffet featuring prime rib and seafood, Stick's Sports Bar that can service up to 160 guests, Rapids Food Court which offers fast and convenient options at three stations; the grill, bakery or pizzeria, and lastly Reflections Gift Shop which sells logoed items, jewelry and more. The Akwesasne Mohawk Casino welcomes over 1 million visitors annually both National and International with a good portion of our customer base from Canada. The casino has recently expanded to include 20,000 square feet of additional gaming space, a 150 room hotel with banquets facilities, pool and spa, as well as our sister property Mohawk Bingo Palace with 550 seat capacity and Class II machines.

The goal of the Akwesasne Mohawk Casino is to be the first choice for the customer's casino and gambling entertainment. Based on this goal the Akwesasne Mohawk Casino is focusing on building loyalty and real value for our customers. This is accomplished by being a service-oriented entertainment company who offers attractive benefits and rewards to its customers. As we continue to understand our rapidly growing markets, we are looking to partner with a company that is in line with AMC's goals as a customer service oriented provider.

2 Proposal Preparation Instructions

2.1 Vendor's Understanding of the RFP

In responding to this RFP, the vendor accepts the responsibility fully to understand the RFP in its entirety, and in detail, including making any inquiries to AMC as necessary to gain such understanding. AMC reserves the right to disqualify any vendor who demonstrates less than such understanding. Further, AMC reserves the right to determine, at its sole discretion, whether the vendor has demonstrated such understanding. That right extends to cancellation of award if award has been made. Such disqualification and/or cancellation shall be at no fault, cost, or liability whatsoever to AMC.

Proponents are solely responsible for their own expenses in preparing, presenting or delivering a proposal.

2.2 Good Faith Statement

While AMC has made considerable efforts to ensure an accurate representation of information in this RFP, the information contained in this RFP is supplied solely as a guideline for proponents. The information is not guaranteed or warranted to be absolutely accurate by Akwesasne Mohawk Casino, nor is it necessarily comprehensive or exhaustive. Nothing in this RFP is intended to relieve proponents from forming their own opinions and conclusions with respect to the matters addressed in this RFP.

This document or any portion thereof may not be used for any purpose other than the submission of proposals.

Proponent responses must be signed by an authorized officer of the firm.

Information pertaining to this RFP or any material obtained by the proponent as a result of participation in this project is confidential and must not be disclosed without written authorization from AMC.

2.3 Proposal Submission

Proposals must be sealed, addressed and delivered to the Akwesasne Mohawk Casino purchasing department, prior to the closing of 4:00 p.m. on September 9, 2013. Please indicate the Reference Number (RFP2013-9) on your document and envelope.

Mailing Address: Attn: Rebecca Pomainville – Purchasing Department
 Akwesasne Mohawk Casino – ADMIN BLDG
 PO BOX 1179
 921 State Route 37
 Akwesasne, NY 13655

AMC shall not accept proposals received by fax or e-mail.

Late proposals received after the closing date and time will be disqualified from competition and returned to the respondent unopened.

Vendors are to submit one (2) original copy of proposal marked “Original”. Each original and copy must be individually bound.

Vendors must complete and return the Fee Breakdown Summary Sheet with a bid response (See Appendix B).

Vendors must complete and return the Signature Sheet (Appendix C) and Qualification/Experience with a bid response (See Appendix D).

2.4 Communication

Verbal communication shall not be effective unless formally confirmed in writing by specified procurement official in charge of managing this RFP process. In no case shall verbal communication govern over written communication.

Respondents wishing to amend an already submitted proposal must submit the amendment in writing before the designated closing date/time provided they are properly identified by company name, RFP number and due date.

Vendors' inquiries, questions, and requests for clarification related to this RFP are to be directed in writing to:

Akwesasne Mohawk Casino
Rebecca Pomainville - Purchasing Department
PO BOX 1179
921 State Route 37
Hogansburg, NY 13655
Telephone: (518) 358-3510 x2448 Fax: (518) 935-9305
E-mail: rpomainville@mohawkasino.com

Applicable terms and conditions herein shall govern communications and inquiries between AMC and vendors as they relate to this RFP.

Informal Communications shall include, but are not limited to: requests from/to vendors or vendors' representatives in any kind of capacity, to/from any AMC employee or representative of any kind or capacity with the exception of Rebecca Pomainville or designated Purchasing personnel for information, comments, speculation, etc. Inquiries for clarifications and information that will not require addenda may be submitted verbally to the named above at any time.

Formal Communications shall include, but are not limited to:

- Questions concerning this RFP must be submitted in writing and be received prior to September 4, 2013, via fax 518-935-9305 or e-mail rpomainville@mohawkasino.com.
- Errors and omissions in this RFP and enhancements: Vendors shall bring to AMC any discrepancies, errors, or omissions that may exist within this RFP. With respect to this RFP, vendors shall recommend to AMC any enhancements, which might be in AMC best interests. These must be submitted in writing and be received prior to September 4, 2013.
- Inquiries about technical interpretations must be submitted in writing and be received prior to September 4, 2013.
- Inquiries for clarifications/information that will not require addenda may be submitted verbally to the Rebecca Pomainville 518-358-3510 ext. 2448 or via e-mail rpomainville@mohawkasino.com at any time during this process.
- Verbal and/or written presentations and pre-award negotiations under this RFP.
- Addenda to this RFP.

Addenda: AMC will make a good-faith effort to provide a written response to each question or request for clarification that requires addenda within three (3) business days.

AMC will not respond to any questions/requests for clarification that require addenda, if received after September 4, 2013.

2.5 Method of Award

The evaluation of each response to this RFP will be based on its demonstrated competence, compliance, format, and organization. The purpose of this RFP is to identify those suppliers that have the interest, capability, and financial strength to supply AMC with the services identified in the Scope of Work.

All submissions are subject to evaluation after opening and before award of contract. Submissions may be evaluated not only on the submitted price, but also on quality and quantity of services provided and the capacity of the respondent to meet the requirements of the procurement in accordance with the criteria stated in this RFP document. All buying activity will attempt to seek out best value, which maximizes the effectiveness and profitability to Akwesasne Mohawk Gaming Enterprise, LLC.

The Akwesasne Mohawk Casino is not obligated to award the lowest proposal and reserves the right to readdress the requirement should there be reasonable doubt that prices received are not competitive. This RFP implies no obligation on Akwesasne Mohawk Gaming Enterprise, LLC, to accept this response or any response submitted.

The Akwesasne Mohawk Casino reserves the right to award this contract to a single overall bidder for all services, or to make awards on the basis of individual services or group of services, whichever shall be considered by the casino to be most advantageous or to constitute its best interest.

2.6 Schedule of Events

The following is a tentative schedule that will apply to this RFP, but may change in accordance with the organization's needs or unforeseen circumstances.

Issuance of RFP	August 20, 2013
Mandatory Pre-bid Conference	August 29, 2013
Technical Questions/Inquiries due	September 4, 2013
RFP Closes	September 9, 2013
Proposals Evaluated	September 10 -11, 2013
Award of Contract	September 16, 2013
Project Plan to Commence	September 23, 2013

2.6.1 Mandatory Pre-bid Conference:

A mandatory pre-bid conference 873 State Hwy 37, Hogansburg, NY at 1:00 pm. Said conference will be held in the Akwesasne Mohawk Casino Security Briefing Room. An inspection of the areas requiring sealing will immediately follow the discussion/question session. **All interested bidders are required to be present at this meeting. Failure to attend the mandatory pre-bid conference shall automatically result in disqualification.**

2.7 Selection and Notification

The proposals will be evaluated by a committee of three (3) or more individuals in accordance with the criteria stated. The Vendor who meets all the mandatory specifications and attains the highest point score of all vendors (possible one-hundred points maximum) shall be awarded the contract. The selection of the successful vendor will be made by a consensus of the evaluation committee with the approval of the General Manager.

3 Evaluation Criteria:

The following are the evaluation factors and maximum points possible for technical point scores:

1. Technical Presentation – points will be awarded based on thoroughness of understanding of project scope, clarity and detail of information, innovativeness of ideas, and overall “presentation” of bid package. (20) Points Possible.
 2. Corporate Profile/Vendor Qualifications – points will be awarded based on years in business, experience in providing the level and type of service specified in the proposal and further defined under section Vendor Qualifications (see appendix D). (10) Points Possible.
 3. References – points will be awarded based on response of three (3) references as to satisfaction with previous work, number of change orders involved with projects, and speed at which both work and change orders were accomplished. Significant points will be deducted for references the committee is unable to contact, or whom provide negative commentary (See Appendix D). (10) Points Possible.
 4. Time Required to Complete Project (10 Points) .
 5. Cost – 50 points will be awarded to the bid submitted with the lowest overall project cost, with deduction increments based on the total number of bids received as outlined below. (50) Points Possible. (See Appendix B).
-

Total 100 Points Possible

Each cost proposal cost will be evaluated by use of the following formula for all vendors who attained the Minimum acceptable score only:

$$\frac{\text{Lowest price of all proposals}}{\text{Price of Proposal being evaluated}} \times (50) = \text{Price Score}$$

3.1 Minimum Acceptable Score:

Vendors must score a minimum of 70% of the total technical points possible. The minimum qualifying score would be 70% of 40 points or a technical score of 28 points or greater to be eligible for further consideration and to continue in the evaluation process. All vendors not attaining the minimum acceptable score shall be disqualified and removed from further consideration.

4 Proposal Format

The proposal must be formatted in the same order, providing the information listed below in order to be considered:

1. Title Page – Should state the RFP subject, the name of the Vendor, Vendor’s business address, telephone number, name of authorized contact person to speak on behalf of the Vendor, dated and signed.
2. Table of Contents – Clearly identify the material by section and page number.
3. Signature page (Appendix C) must be completed in its entirety and signed in ink by an authorized officer.
4. Section I – This section shall include the detailed technical proposals, broken down by the areas defined in Section 6 Scope of Work and shall include a breakdown of labor and materials costs (schedule of values) for each applicable section defined in the Scope of Work and a total project cost line.
5. Section II – This section shall include the Vendor qualifications as follows(form attached see Appendix D)
 - a. List of contracts recently completed by your firm, stating approximate gross cost for each, and the month and year completed.
 - b. How many employees do you currently have?
 - c. Provide a copy of your license/certification.
 - d. Brief description of your company and how long you have been operating under your present company name.
 - e. Have you ever defaulted on a contract? If so where and why?
 - f. Resumes of senior company officials and the proposed project manager who will be in charge of this project if awarded. Vendors are also encouraged to include any detailed training, awards, etc. pertaining to their company or company personnel in this section. Overall, experience in providing the level and type of service specified in the proposal.
6. Section IV – Fee Breakdown Summary (See Appendix B form attached).

5 Contract Provisions

5.1 Original RFP Document

This RFP should not be construed as a contract to purchase goods or services. AMC will not be obligated in any manner to any proponent whatsoever until a written contract has been duly executed relating to an accepted proposal. The successful vendor will be required to sign a contract upon award.

5.2 CONTRACT APPROVAL

This **RFP2013-9** does not, by itself, obligate the AMC or any of its departments to the use of any of proposed services until a valid written contract is awarded and approved by the appropriate authorities. Upon written notice to the vendor, the AMC may set a different starting date for the contract. The AMC

will not be responsible for any work completed by the vendor, even work done in good faith, if it occurs prior to the contract start date set by the AMC.

5.3 PROPOSAL AS A PART OF THE CONTRACT

All of this **RFP2013-9** and the successful proposal shall be considered to be incorporated into the contract.

AMC shall retain the RFP, and all related terms and conditions, exhibits and other attachments, in original form in an archival copy. Any modification of these, in the vendor's submission, is grounds for immediate disqualification.

5.4 Electronic Means

This **RFP2002-1B** is being made available by electronic means. If accepted by such means, the bidder acknowledges and accepts full responsibility to ensure that no changes are made to this **RFP2013-9**. In the event of conflict between a version of the **RFP2013-9** in the bidder's possession and the version maintained by AMC, the version maintained by AMC shall govern.

5.5 TAX EXEMPT

The AMC is not responsible for and will not pay local or state taxes. Our New York State tax exemption number is #EX-152433.

5.6 TYPE OF CONTRACT RESULTING FROM RFP:

A Firm-Fixed-Fee contract for Scope of Work provided in RFP.

5.7 Work Schedule

- A.** The Contractor's work hours are limited to 8 a.m. to 5 p.m., Monday through Friday. Work cannot be performed on the weekend without prior approval from the Owner. The Contractor shall prepare and submit to the Akwesasne Mohawk Casino project office a proposed work schedule that includes:
 - a. Estimated days to complete project.
 - b. Number of personnel to be assigned to perform the work.
- B.** The Contractor shall submit a proposed work schedule 10 business days prior to starting work under this contract.
- C.** Job Meetings – weekly meetings, arranged by the Contractor, shall be held at the job site with a principal of the Contractor present as well as job superintendent and Owner. The purpose of the meeting shall be to discuss, plan and execute job progress in relation to the progress schedule, purchasing and delivery of materials, shop drawings if applicable, and other pertinent items. The Owner's project coordinator shall submit a written report of the meeting to all in attendance.

It shall be the principal purpose of these meetings to affect coordination, cooperation, and assistance in every practical way toward the end of maintaining progress of the project on schedule and to complete the project within the specified contract time.

5.8 Guarantee

The Contractor shall unconditionally guarantee materials and workmanship against patent defects arising from faulty materials, faulty workmanship or negligence for a period of twelve (12) months following the final acceptance of the work and shall replace such defective materials or workmanship without cost to the Owner.

Where items of equipment or material carry a manufacturer's warranty for any period in excess of twelve (12) months, then the manufacturer's warranty shall apply for that particular piece of equipment or material. The Contractor shall replace such defective equipment or materials, without cost to the Owner, within the manufacturer's warranty period.

5.9 Independent Contractor

In performing the obligations required by the Contract, the Contractor will act as an independent contractor and not as an employee or agent of the AMC.

5.10 Contractor-Subcontractor Relationships

The Contractor agrees that the terms of these contract documents shall apply equally to a subcontractor as to the Contractor, and that the subcontractor is bound by those terms as an employee of the Contractor.

5.11 Hold Harmless Provision

The Contractor shall hold the AMC harmless from and indemnify the AMC against any and all claims, demands and actions based upon or arising out of any activities performed by the Contractor and its employees and agents under this Contract and shall, at the request of the AMC, defend any and all actions brought against the AMC based upon any such claims or demands.

5.12 Invoices for Payment

The CONTRACTOR may submit pay applications on Standard AIA form. Application for payment shall be itemized and supported by substantiating data as required by the Owner with a schedule of values for partial payments. Contractor is also required to submit an unconditional waiver and release upon progress payment with every pay application. A 10% retainage will be required.

Final payment will be made upon acceptance of the Contractor's work by the Owner. The Contractor shall forward the application for final payment along with the following documents: Consent of surety to final payment, if required; Contractor's Affidavit of Release of Lien AIA document G706A (properly signed, notarized with no exceptions); Contractor's Affidavit of Payments of Debts and Claims AIA document G706 (properly signed, notarized with no exceptions) and all other documents further described in the closeout check list included in this agreement.

5.13 CHANGE ORDERS

Change orders will be approved in writing after notice to the OWNER of the necessary modification. No additional/modified work will commence until the CONTRACTOR has received an approved Change Order, and Purchase Order if required.

5.14 Insurance Coverage

During the term of the contract, the contractor at its sole cost and expense shall provide proof of commercial insurance of such type and with such terms and limits as may be reasonably associated with the contract. As a minimum, the contractor shall provide and maintain the following coverage and limits and naming OWNER as additional insured:

- a. **Worker's Compensation** - The Contractor shall provide and maintain Worker's Compensation Insurance, as required by the laws of New York, as well as employer's liability coverage with minimum limits of \$1,000,000.00, covering all of contractor's employees who are engaged in any work under the contract. If any work is sublet, the contractor shall require the subcontractor to provide the same coverage for any of his employees engaged in any work under the contract.
- b. **Commercial General Liability** - General Liability Coverage on a comprehensive broad form on an occurrence basis in the minimum amounts of \$1,000,000.00 combined single limit naming OWNER as additional insured.
- c. **Automobile** - Automobile Liability Insurance, to include liability coverage, covering all owned, hired and non-owned vehicles used in connection with the contract. The minimum combined single limit shall be \$1, 000, 000.00 bodily injury and property damage; \$500,000.00 uninsured/under insured motorist.

Requirements - Providing and maintaining adequate insurance coverage is a material obligation of the contractor and is of the essence of this contract. All such insurance shall meet all laws of the State of New York. Such insurance coverage shall be obtained from companies that are authorized to provide such coverage and that are authorized by the Commissioner of Insurance to do business in New York. The Contractor shall at all times comply with the terms of such insurance policies and all requirements of the insurer under any such insurance policies, except as they may conflict with New York laws or this contract. The limits of coverage under each insurance policy maintained by the contractor shall not be interpreted as limiting the contractor's liability and obligations under the contract.

5.15 Target Business Program

- A. Contractor acknowledges that the St. Regis Mohawk Tribe has a policy to establish and implement its Targeted Business Program (the "TBE Program"). This Program will allow additional consideration to be given to Tribal Member Contractor's in selection of qualified Subcontractors for the Project. In consideration of this proposal Contractor agrees to satisfy this policy and to provide information regarding its actions intended to satisfy this policy that is requested by the St. Regis Mohawk Tribe. (See Appendix E for policy requirements).
 - a. **Compliance with Law**
The Contractor shall comply with all applicable federal, NY State, Tribal laws, regulations and local ordinances in the performance of the Contract.

5.16 Audit Provisions

The AMC shall have the right at reasonable times and at a site designated by the AMC, to audit the books, documents and records of the Contractor to the extent that the books, documents and records relate to costs or pricing data for the Contract. The Contractor agrees to maintain records which will support the prices charged and costs incurred for the Contract.

The Contractor shall preserve books, documents, and records that relate to costs or pricing data for the Contract for a period of one (1) year from date of final payment. The Contractor shall give full and free access to all records to the AMC and/or their authorized representatives.

5.17 Default

- a. The AMC may, subject to the provisions of Section Force Majeure, and in addition to its other rights under the Contract, declare the Contractor in default by written notice thereof to the Contractor, and terminate (as provided in Section named, Termination Provisions) the whole or any part of this Contract including a purchase order, for any of the following reasons:
 - A. Failure to deliver the awarded item(s) within the time specified in the Contract or contract purchase order or as otherwise specified;
 - B. Improper delivery;
 - C. Failure to provide an item(s) which is in conformance with the specifications referenced in the Invitation for Bids;
 - D. Delivery of a defective item;
 - E. Failure or refusal to remove and replace any item(s) rejected as defective or nonconforming within fifteen (15) days after notification;
 - F. Insolvency or bankruptcy;
 - G. Failure to protect, to repair, or to make good any damage or injury to property; or
 - H. Breach of any provision of this Contract.
 - a. In the event that the AMC terminate this Contract in whole or in part as provided in Subparagraph a. above, the AMC may procure, upon such terms and in such manner as it determines, on item(s) similar or identical to those so terminated, and the Contractor shall be liable to the AMC for any reasonable excess costs for such similar or identical item(s) included within the terminated part of the Contract.
 - b. If the Contract is terminated in whole or in part as provided in Subparagraph a. above, the AMC, in addition to any other rights provided in this paragraph, may require the Contractor to transfer title and deliver immediately to the AMC in the manner and to the extent directed by the Purchasing Department, such partially manufactured or delivered item(s) as the Contractor has specifically produced or specifically acquired for the performance of such part of the Contract as it has been terminated. Except as provided below. Payment for any partially manufactured or delivered item(s). Such sum as the AMC determines to be necessary to protect the AMC against loss.
 - c. The rights and remedies of the AMC provided in this paragraph shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.
 - d. The AMC's failure to exercise any rights or remedies provided in this paragraph shall not be construed to be a waiver by the AMC of its rights and remedies in regard to the event of default or any succeeding event of default.

5.18 Force Majeure

Neither party will incur any liability to the other of its performance of any obligation under this Contract is prevented or delayed by causes beyond its control and without fault or negligence of either party. Causes beyond a party's control may include, but are not limited to, acts of God or war, changes in controlling law, regulations, orders or severe weather conditions, civil disorders, natural disasters, fire, epidemics and quarantines, general strikes throughout the trade, and freight embargoes.

The Contractor shall notify the AMC orally within five (5) days and in writing within ten (10) days of the date on which the Contractor becomes aware, or should have reasonably become aware, that such cause would prevent or delay its performance. Such notification shall (i) describe fully such cause(s) and its effect on performance, (ii) state whether performance under the contract is prevented or delayed and (iii) if performance is delayed, state a reasonable estimate of the duration of the delay. The Contractor shall have the burden of proving that such cause(s) delayed or prevented its performance despite its diligent efforts to perform and shall produce such supporting documentation as the AMC may reasonably request. After receipt of such notification, the AMC may effect to cancel the Contract or to extend the time for performance as reasonably necessary to compensate for the Contractor's delay.

5.19 Termination Provisions

The AMC has the right to terminate this Contract for any of the following reasons. Termination shall be effective upon written notice to the Contractor.

- a. **Termination for Convenience:** The AMC shall have the right to terminate the Contract or a purchase order for its convenience if the AMC determines termination to be in its best interest. The Contractor shall be paid for work satisfactorily completed prior to the effective date of the termination, but in no event shall the Contractor be entitled to recover loss of profits.
- b. **Termination for Cause:** The AMC shall have the right to terminate the Contract for Contractor default under Section named, Default, upon written notice to the Contractor. The AMC shall also have the right, upon written notice to the Contractor, to terminate the Contract or a purchase order for other cause as specified in this Contract or by law. If it is later determined that the AMC erred in terminating the Contract or a contract purchase order for cause, then at the AMC's discretion, the Contract shall be deemed to have been terminated for convenience under the Section named Termination.

5.20 Assignability and Subcontracting

Subject to the terms and conditions, the Contract shall be binding upon the parties and their respective successors and assigns.

5.21 Project Closeout

A. General

- a. Furnish to the Owner, operation and maintenance manuals, if applicable.
- b. The Contractor and all Subcontractors and interested parties shall be present at all inspections as set forth in this section and as specified elsewhere in agreement.
- c. The project closeout documentation check list, as shown and described in this section, shall be completed by the Prime Contractor and all items required for closeout shall be delivered to the Owner in two (2) copies bound in a three-ring notebook binder.
- d. Comply with all items as listed in this section.

B. Final Inspections

- a. This project shall have both a Pre-Final inspection and a Final Inspections made before it is finally accepted by the Owner.
- b. The Pre-Final Inspection shall be held after all service areas are in place and in operation. The Contractor and Subcontractors shall attend this inspection.
- c. The Final Inspection shall be held with the Owner, the Contractor and Subcontractors to demonstrate to the Owner that all areas are to specifications as defined in proposal and to their satisfaction.

C. Closeout Documentation Checklist

- a. The Contractor shall furnish all letters, warranties, reports, certificates, certification and all other items as required on the closeout checklist as shown at the end of this section before contract retainage amount shall be released.

D. Substantial Completion

- a. Substantial completion is the date that the Owner and Designer determine the project is complete enough for the Owner to achieve beneficial occupancy. It is also the date that begins the warranty periods.

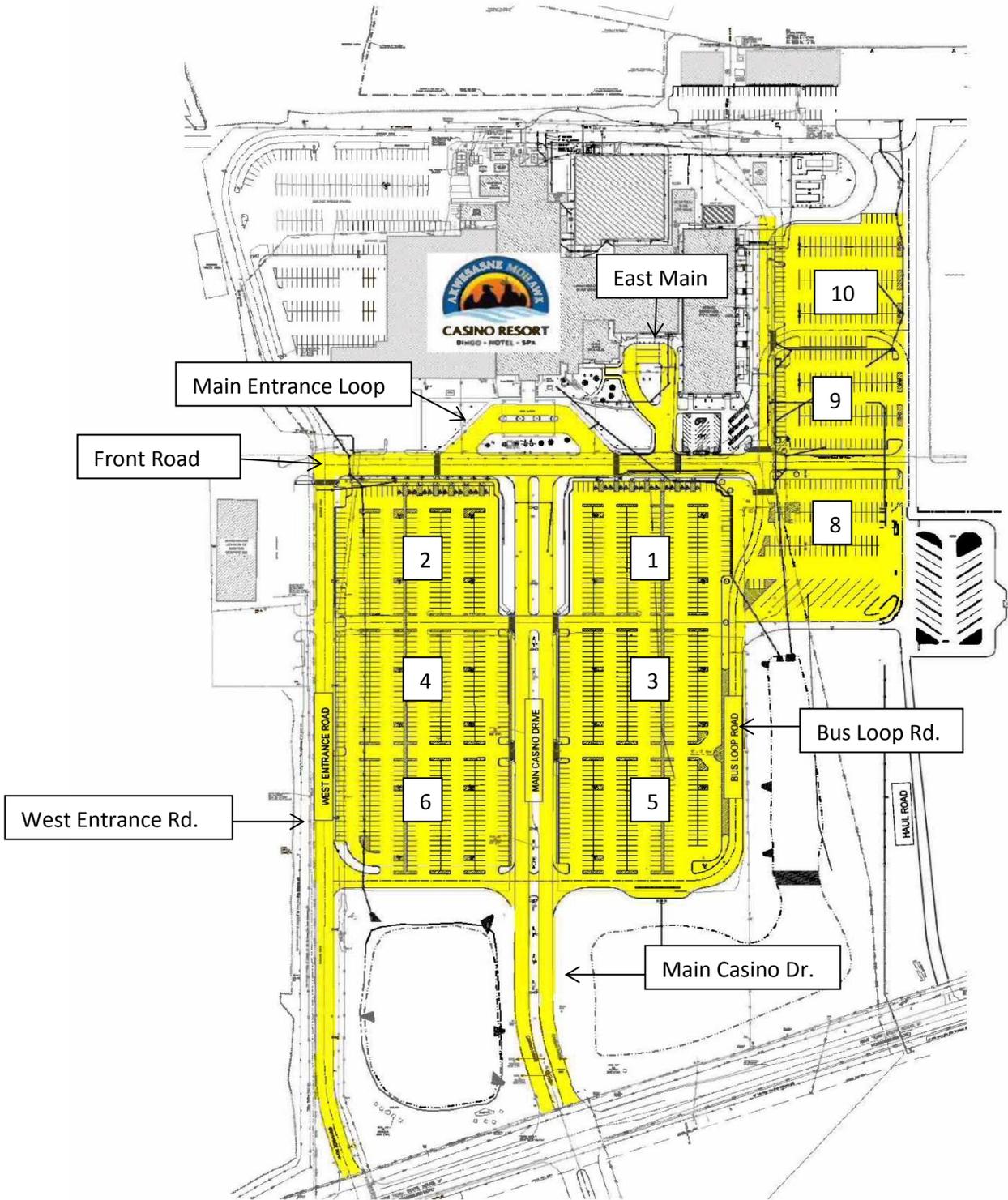
E. Final Completion

- a. Please refer to the Check list below for a detailed listing of documentation, certification and submittals required for Final Completion and Final Payment.

6 Scope of Work, Specifications & Requirements

AMC proposes to contract asphalt patching, sealcoating services, and painting for the parking lots, paved walking paths, and roadways highlighted in Appendix A & B.

- Each bidder shall be responsible for researching the existing conditions and matters that affect the cost or performance of the services.
- The Contractor shall furnish all labor, equipment, supplies, and services required. In the event of a mechanical breakdown of equipment, the Contractor will be expected to provide backup services as required under the terms of the contract.



8 APPENDIX B

FEE BREAKDOWN SUMMARY

Please provide your estimate for each designated area in the sections below. **Estimates shall include all cost for labor, materials and indirect costs (i.e. overhead, material mark-up or any additional charges/services).**

1. **Preparation:** All surfaces (roadways, parking areas and paved walking paths) will be cleaned of debris and dirt by brooming and high pressure blowers and/or vacuum truck. Oil spots shall be cleaned and primed.

Estimated total square feet: 1,641,216

Cost per square foot \$ _____ Total Preparation Cost \$ _____

2. **Patching:** Repair all surface areas (roadways, parking areas and paved walking paths) by milling/skin patching/infrared methods – areas specified shall be properly heated and scarified/removed/or tack coated. Use remove and replace method. New bituminous hot mix asphalt will be added as needed and compacted. Install 4” of asphalt and compact in 2 courses.

Parking Lots	Square Feet Requiring Patching	Roadways	Square Feet Requiring Patching
1		West Entrance Rd	
2		Main Casino Drive	
3		Bus Loop Rd	
4		Main Entrance Loop	
5		Front Rd	
6		East main	
8			
9			
10			

Cost per square foot \$ _____ Total square feet requiring patching _____

Total Patching Cost \$ _____

3. **Crack Repair:** All cracks shall be thoroughly cleaned of debris, dirt, loose pavement and vegetation. Repair all cracks (roadways, parking areas and paved walking paths). All cracks shall be sealed with a hot-applied Elasto-Bond High-Spec rubber sealant which meets ASTM D 6690 specifications and applied to provide a neat uniform band approximately 2” wide.

Parking Lots	Linear Feet Requiring Crack Repair	Roadways	Linear Feet Requiring Crack Repair
1		West Entrance Rd	
2		Main Casino Drive	
3		Bus Loop Rd	
4		Main Entrance Loop	
5		Front Rd	
6		East main	
8			
9			
10			

Cost per square foot \$ _____ Total linear feet requiring crack repair _____

Total Crack Repair Cost \$ _____

4. **Sealcoating:** All roadways, specified parking areas, and all walking paths. Sealcoating to meet Fed Spec RP-355e, ASTM D-3320-74T, and D-490 specifications. Sealcoat mix includes additive to promote quick drying times, superior sand suspension and 3-5 lbs. of Silica Sand per gallon for a textured skid-resistant wearing surface. The finished surface shall present a uniform appearance and texture. Please note if your estimated square foot requiring sealcoating differs from what it listed below.

Parking Lots	Square Feet Requiring Sealcoating
1	212,100
2	223,407
3	212,100
4	223,407
5	212,100
6	223,407
8	55,125
9	40,500
10	49,500

Roadways	Square Feet Requiring Sealcoating
West Entrance Rd	41,478
Main Casino Drive	55,920
Bus Loop Rd	36,360
Main Entrance Loop	10,000
Front Rd	30,832
East main	14,980

Cost per square foot \$ _____ Total Square Feet Requiring Sealcoating _____

Total Sealcoating Cost \$ _____

5. Line Marking and Lettering/Symbols: Restripe all lines in parking areas including Hadi-Cap parking areas, roadway centerlines, and crosswalks. Replace all lettering and symbols. All paints are to meet latex traffic marking paint specifications.

Parking Lots	Linear Feet Requiring Line Marking
1	
2	
3	
4	
5	
6	
8	
9	
10	

Roadways	Linear Feet Requiring Line Marking
West Entrance Rd	
Main Casino Drive	
Bus Loop Rd	
Main Entrance Loop	
Front Rd	
East main	

Cost per linear foot \$ _____ Total Linear Feet Requiring Line Marking _____

Total Marking Cost \$ _____

**** Please include a detailed technical proposal, broken down by the areas defined in Scope of work and based on site visit and provide an applicable schedule of values for the scope of work defined in your technical proposal to include a total project cost line.****

PROJECT TOTAL COST \$ _____

ESTIMATED TIME REQUIRED FOR COMPLETING THE PROJECT _____

9 APPENDIX C

SIGNATURE SHEET

(Please type or print clearly in ink only)

******TO BE COMPLETED BY THE BIDDER AND SUBMITTED WITH PROPOSAL ******

My signature certifies that the bid as submitted complies with all Terms and Conditions as set forth in **RFP2013-9**. My signature also certifies that the accompanying bid is not the result of, or affected by, any unlawful act of collusion with another person or company engaged in the same line of business or commerce.

I hereby certify that I am authorized to sign as Representative for the vendor:

Complete Legal Name of Vendor: _____

Remit to Address: _____

SIN No./Fed ID No.: _____ NAICS Code: _____

Telephone: _____ Fax: _____

Cellular: _____ Email: _____

Name (type/print): _____ Title: _____

Signature: _____ Date: _____

To receive consideration for award, this **Signature Sheet** must be returned to the Akwesasne Mohawk Casino Purchasing Department, as it shall be part of your response.

10 APPENDIX D

Qualification/Experience Sheet

(Please type or print clearly in ink only)

******TO BE COMPLETED BY THE BIDDER AND SUBMITTED WITH PROPOSAL******

It is essential that the bidder provide adequate experienced personnel, capable of and devoted to the successful accomplishment of services to be performed under this agreement. Please provide the following required information:

1. Complete a brief description of your company and state how long you have been operating under your present Company name.

2. Provide a copy of your license/certification.

3. Have you ever defaulted on a contract? If so where and why?

4. Resumes of senior company officials and the proposed project manager who will be in charge of this project if awarded. Vendors are also encouraged to include any detailed training, awards, etc. pertaining to their company or company personnel in this section. Overall, experience in providing the level and type of service specified in the proposal.

5. How many employees do you currently have?

6. Please provide a list of contracts recently completed by your firm list up to five (5) contracts over the past five (5) years. Include the company name, customer contact person and their title, company phone number and a brief description of the services provided to the customer, approximate gross cost for each, and the month and year completed.

Company Name	Customer Contact Person and Title	Company Phone Number	Brief Description of Services

11 Appendix E

Target Business Policy

POLICY ON MOHAWK PREFERENCE CONSTRUCTION CONTRACTING

GENERAL POLICY

It is the policy of the St. Regis Mohawk Tribe to adopt a strong Mohawk Preference policy for the award of all construction contracts and subcontracts of the Tribe and all tribally owned and operated entities. This policy will apply to all construction contracts and subcontracts for projects on tribal lands and funded exclusively by the St. Regis Mohawk Tribe and all State and Federally funded projects on tribal land or within the jurisdiction of the Tribe.

A. DEFINITIONS

1. "Director"-the individual or department, appointed by Tribal Council to ensure that this policy is implemented and complied with and certify that a particular company is Member or Mohawk-Owned.
- 2."Tribal Lands" shall mean any lands now or hereafter within the jurisdiction of the St. Regis Mohawk Tribe.
3. "Qualified business or company" shall mean a Business or Company meeting the minimum requirements for a contract or subcontract. A Qualified Business or Company shall have proper insurance coverage, including liability, workmen's compensation and other essential coverage and meet all other requirements contained in the Request for Bids. A Qualified Business also means the practical, technical, administrative and financial ability of a firm to perform or provide by itself, if permitted, through subcontracts, the services or goods specially set out in the bid or request for proposal package.
4. Qualified worker shall meet all of the requirements of a job description.
5. "Mohawk-Owned business or company" shall mean an entity which is:
 - a. Fifty-one percent (51%) or more Mohawk-owned, such that Mohawks provide real value for their ownership interest, obtain majority voting rights regarding decisions of the entity, are entitled to and receive at least fifty-one percent (51%) of all profits, and are entitled to at least fifty-one (51%) of the assets on dissolution of the entity.
 - b. Under significant Mohawk management, such that at least one Mohawk is substantially involved in the day-to-day management of the firm as his or her primary employment.
 - c. Not created solely or primarily to take advantage of Mohawk preference.
 - d. Employs Mohawks in all or most positions for which qualified Mohawks are available, which means those Mohawks who've applied for an available position.

6. "Preference" means the process of providing advantage, or limiting bidding to Certified Mohawk business entities to provide a means by which certified, qualified firms receive contracts and that Mohawk employees are hired, in the following order:

Mohawk Preference shall be applied in the following manner:

- a. First Preference —Enrolled members of the St. Regis Mohawk Tribe.
- b. Second Preference-Akwesasne Mohawks
- c. Third Preference-Members of Mohawk or other Tribes or First Nations.

7. "Responsive bid" means at a minimum that the bid shall comply with all bid requirements stated in writing and shall be a reasonable price.

C. SOLICITATION OF BIDS

1. Open Solicitation. The Tribe shall solicit bids from qualified non-Mohawk as well as qualified Mohawk-owned companies.

D. AWARD OF BIDS

1. The award shall be made to the qualified Mohawk-owned company with the lowest responsive bid if the bid is within the maximum total contract price established for the specific project or activity being solicited. Otherwise, the contract shall be award to the lowest qualified bid, with the preference outlined in Exhibit A being utilized for any Qualified Mohawk-owned company.

E. MOHAWK PREFERENCE PLANS

1. Preference Plan Required. All companies who bid on a tribal construction project shall include in their bid a Mohawk Preference Plan for the prime contract and any subcontracts (Exhibit B).

2. Contents of Plan. The Mohawk Preference Plan shall indicate the name of the company's proposed subcontractors, whether the proposed sub-contractor(s) is/are a Mohawk company and if not, information on the company's good faith steps taken to identify Mohawk companies for the subcontract. The Mohawk Preference Plan shall be approved by the Director prior to commencement of any construction activities.

3. Plan Contracting/Subcontracting Requirements. The Tribe expects that all contractors will submit a plan that will include all qualified Mohawk subcontractors and that will include the maximum number of Mohawk workers for the project.

- a. The General Contractor and all Sub Contractors shall hire qualified Mohawk workers to the fullest extent possible. Exceptions for "key employees" defined as one who is in a top supervisory position or performs a critical function such that an employer would risk likely financial damage or loss if that task were assigned to a person unknown to that employer. A maximum of 25% of a Contractor or Sub Contractor's workforce may be considered key employees.
- b. The General Contractor, shall through Contract, require all subcontractors to hire at least Forty Percent (40%) qualified Mohawk workers in the project workforce.
- c. A contractor may not refuse to employ a Mohawk subcontractor for the reason that a non-Mohawk firm is more qualified so long as the Mohawk firm satisfies the threshold requirements for qualifications.

- d. Exceptions: If the Tribe's mandate of Mohawk preference in subcontracting and work force employment cannot be achieved, the contractor shall report that to the Director, with the reasons why that goal was not attained. An exception to this mandate may be granted only upon proof that there are fewer than 40% qualified Mohawk workers in a particular category of worker trades available and that the Contractor has made all reasonable efforts to comply with this requirement.

F. CERTIFICATION OF ELIGIBLE MOHAWK COMPANIES

1. Fifty-one Percent (51%) Owned. In order to be entitled to preference under this policy as a Mohawk firm, the firm must submit an application to the Tribe proving that the company is at least fifty-one (51) percent owned by a Mohawk and that the management of daily operations of the applicant is controlled by a Mohawk. In addition, for those industries requiring professional licensing (i.e., public accountancy, law, professional engineering, insurance, etc.), the Mohawk shall hold a license in such industry and individuals employed by the applicant shall hold any requisite license in such industry.

2. Director Makes Determination. All decisions on whether a firm meets the requirements with respect to eligibility for certification as a Mohawk firm shall be made by the Director. The Director shall also maintain an updated list of ALL certified Mohawk firms that it will provide to all contract bidders. This list shall include the specific types of contracts that the firm is certified to bid on. Any firm not included on the list at the time a Request for Bids "RFB" is issued, cannot challenge the bid process due to failure to receive the RFB.

Contract Award: Award shall be made under unrestricted solicitations to the lowest responsive bid from a qualified Mohawk-owned economic enterprise or organization within the maximum total contract price established for the specific project or activity being solicited, if the bid is no more than "X" higher than the total bid price of the lowest responsive bid from any qualified bidder. The factor "X" is determined as follows:

When the lowest responsive bid is:

less than \$100,000	10% of that bid, or \$9,000
At least \$100,000, but less than or \$200,000	9% of that bid, or \$16,000
At least \$200,000, but less than \$300,000	8% of that bid, or \$21,000
At least \$300,000, but less than \$400,000	7% of that bid, or \$24,000
At least \$400,000, but less than \$500,000	6% of that bid, or \$25,000
At least \$500,000, but less than \$1 million	5% of that bid, or \$40,000
At least \$1 million, but less than \$2 million.	4% of that bid, or \$60,000
At least \$2 million, but less than \$4 million.	3% of that bid, or \$105,000
At least \$4 million, but less than \$7 million	2% of that bid, or \$105,000
\$7 million or more...	1.5% of the lowest responsive bid, with no dollar limit.

Factors other than Price. Often factors, other than pricing, may affect whether a firm is "qualified" to be awarded a contract. In these instances, the RFP (request for proposals) shall clearly identify the relative importance of price and other evaluation factors and sub-factors, including the weight given to each technical factor and sub-factor. The proposals shall be evaluated only on the criteria stated in the request for proposals

Mohawk Preference shall be applied in the following manner

- a. First Preference —Enrolled members of the St. Regis Mohawk Tribe.
- b. Second Preference-Akwesasne Mohawks
- c. Third Preference-Members of Mohawk Tribes or other Tribes or First Nations.

MOHAWK PREFERENCE
COMPLIANCE PLAN & AGREEMENT:

Main Contractor _____ Sub Contractor _____

Name: _____

Address: _____

Contact person: _____

Title: _____

Phone: _____ Fax: _____

Cell: _____ Office: _____

Project Name: _____

Project No: _____

Location: _____

Project Owner: _____ Phone: _____

Project Funding Agency:

Funding Agency Contact:

Project Cost: _____

Project Start Date: _____

Completion Date: _____

Pre-Construction Meeting Date: _____

Sub-Contractor Meeting (Place, Days, and Times):

Provide a numerical hiring goals and timetables that specify the number of Mohawks the employer will hire by craft or skill level or specify a set percentage of hiring goals by craft or skill level:

List all permanent key employees you are requesting for the project(s). A key employee is defined as: "an employee that is by business necessity, essential to the successful operation of the project and one without whom the project or the business would suffer substantial financial or time loss".

KEY EMPLOYEES

Name	Job Title	Rate Of Pay	Length of Employment	Attach Proof TRIBAL (YIN)

Do you or your sub-contractor have a collective bargaining agreement with one or more unions?

YES NO

If yes, please attach a written agreement from said unions indicating that they (Union) will comply with Mohawk preference requirements.

LIST OF SUBCONTRACTORS: All Subcontractors need a Compliance Plan

Company	Contact Person	Phone#	Native (Y/N)

Attach additional sheets if needed.

What wage scale will be used (please explain or submit wage scale)?

Mohawk Preference Policy Received:

YES

NO

Received prior to project

Understanding and Acceptance

I understand that Certified Payroll shall be submitted on a timely manner for each contractor/subcontractor to the Compliance Office on a monthly basis or as agreed upon.

On behalf of _____, I hereby certify that I have received and

understand the St. Regis Mohawk Tribe's Mohawk Preference Policy as set forth in this Compliance Plan and Agreement, and hereby agree to accept the responsibility of compliance with the described obligations and requirements.

Authorized Signature for Employer/Contractor/Sub Contractor

Date

Notice To Proceed:

The attached Compliance Plan and Agreement has been received, reviewed and is fully acceptable. On behalf of the St. Regis Mohawk Tribe, authorization to begin work on the above described project is hereby granted.

Elliot Lazore, Compliance Director

Date

12 APPENDIX F

CONTACT INFORMATION

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