

THE AKWESASNE MOHAWK CASINO



Request For Proposal

Roofing Repair Services

Reference # 2002-1B

DUE @ 4:00PM ON

9/19/2012

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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 roofing contractors and/or general contractors for the repair and/or replacement of areas of current structure showing signs of deterioration and potential leak hazards as defined herein under Scope of Work (Section 6).

1.2 The Organization

The Akwesasne Mohawk Casino 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 1,600 Class III, Vegas style slot machines, 26 table games, an 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, the Maple Room fine dining steak house 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. Currently, the casino is raising the roof and is the midst of an expansion project to include 20,000 square feet of additional gaming space, a 7 story, and 150 room hotel complete with banquets facilities, pool and spa.

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 19th, 2012. Please indicate the Reference Number on your document and envelope.

Mailing Address:

Attn: Brooke Moreau – 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 (1) original copy of proposal marked “Original” and five (4), marked “Copy.” Each original and copy must be individually bound.

Vendors must complete and return the Vendor Certification/Signature Sheet with a bid response (See Appendix A).

Vendors must complete and return the Cost Proposal Sheet with a bid response (See Appendix B).

Vendors must complete and return a Reference List with a bid response (See Appendix C). References must be currently using the products and/ or services proposed in your response to RFP#2002-1B.

Vendors must complete and return a Qualification/Experience Sheet with a bid response as further described in Section 4 Proposal Format number 4 (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
Purchasing Department
PO BOX 1179
921 State Route 37
Hogansburg, NY 13655
Attention: Brooke Moreau
Telephone: (518)358-3510 x2414
Fax: (518)358-3590
E-mail: bmoreau@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 Brooke Moreau 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 17th, 2012 via fax 518-358-3590 or e-mail bmoreau@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 17th, 2012.
- Inquiries about technical interpretations must be submitted in writing and be received prior to September 17th, 2012.
- Inquiries for clarifications/information that will not require addenda may be submitted verbally to the Purchasing Manager Brooke Moreau 518-358-3510 ext. 2414 or via e-mail bmoreau@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 by AMC after September 17th, 2012.

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 construction 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 Casino, 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 Casino, 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 28 th , 2012.
Mandatory Prebid Conference	September 12 th , 2012.
Technical Questions/Inquiries due	September 17 th , 2012.
RFP Closes	September 19 th , 2012.
Award of Contract	September 24 th , 2012.

2.6.1 Mandatory Prebid Conference:

A mandatory prebid conference shall be conducted on the date specified above at The Akwesasne Mohawk Casino Administration Building, 921 State Hwy 37, Hogansburg, NY at 11:00 am. Said conference will be held in the Akwesasne Mohawk Casino Administration Building conference room 1. An inspection of the roof and review discussion/question and answer session will immediately follow the formal part of the prebid meeting. **All interested bidders are required to be present at this meeting. Failure to attend the mandatory prebid 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. (30) Points Possible.
2. 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 C). (10) Points Possible.
4. 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 50 points or a technical score of 35 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. 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.
4. 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. Installer Certificates: Signed by roofing system manufacturer certifying that Installer is approved, authorized, or licensed by manufacturer to install specified roofing system.
 - e. Brief description of your company and how long you have been operating under your present company name.
 - f. Have you ever defaulted on a contract? If so where and why?
 - g. 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. Section III – This section shall include a minimum of three (3) references with contact information for like projects awarded and completed within the past three (3) years (form attached see Appendix C).
6. Section IV – Cost Proposal (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 **RFP2002-1B** 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 **RFP2002-1B** 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 **RFP2012-IT1**. In the event of conflict between a version of the **RFP2002-1B** 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, state, or federal 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 with the option to extend on an on call basis as additional repairs come about after the initial repairs are completed by the contractor at the sole discretion of AMC.

5.7 Work Schedule

- A.** The Contractor's work hours are limited to " 8 AM " to " 5 PM", 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 proposed work schedule 10 working 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, 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.

Contractor shall tag each piece of new equipment with information about one year warranty as well as manufacturer's warranty information to include: contact information for local warrantee coverage.

5.9 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.

5.10 Invoices for Payment

The CONTRACTOR may submit monthly 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.

5.11 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.

5.12 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.

5.13 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).

5.14 Project Closeout

A. General

1. Furnish to the Owner, operation and maintenance manuals, if applicable.
2. 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.
3. Record Drawings (as-builts) shall be kept and maintained by the Prime Contractor. Changes in the project shall be recorded on “as-built” drawings in the manner as prescribed in this section.
4. 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, with the exception of one set of As-Built Markups.
5. 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. A complete and thorough training shall be conducted by the Contractor and all the subcontractors for the Akwesasne Mohawk Casino Maintenance Department after the Pre-Final Inspection.
- b. The Pre-Final Inspection shall be held after all systems 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 systems in the buildings are operating as designed 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.

The following closeout items must be submitted by the Contractor before final payment will be recommended by the Engineer to the Owner. Two copies of each will be required.

- _____ 1. Executed Certificate of Substantial Completion with attached punch list.
- _____ 2. Executed Final Change Order (If applicable).
- _____ 3. Final Application for Payment.
- _____ 4. Consent of Surety to Final Payment (If applicable).
- _____ 5. Contractor's Affidavit of Release of Liens (properly signed, notarized, with no exceptions) AIA document G706A.
- _____ 6. Contractor's Affidavit of Payments of Debts and Claims (properly signed, notarized, with no exceptions) AIA document G706.
- _____ 7. Properly executed release of liens by subcontractors and/or vendors (If applicable).
- _____ 8. Approved Inspection Certificates by local authorities having jurisdiction (If applicable).
- _____ 9. Contractor's One-Year Warranty (notarized).
- _____ 10. Warranty summary sheet and original warranties for specific items.
- _____ 11. List of all subcontractors and suppliers with names, addresses, and phone numbers (especially emergency numbers).
- _____ 12. Operations and Maintenance Manuals.
- _____ 14. Certification of Instruction Period with Owner's Representative(s).

Contractor's signature

Date

6 Scope of Work, Specifications & Requirements

6.1 Through this bid, AMC is establishing a contract with a licensed roofing Contractor and/or General Contractor. The goal to be accomplished for this project is to repair any and all deteriorated structural elements currently existing on the original main casino roof structure. Thereafter, Contractor will provide a yearly inspection of the roof followed with Contractor's report summarizing current conditions and recommended repairs to include cost of repairs. Upon review of Contractor's annual inspection report AMC will engage Contractor to provide the necessary repairs on an as-needed basis. The Contractor who is selected will be expected to provide these repairs based on the prices quoted in this bid.

The areas of particular concern to AMC is around the existing Cupola there is a lot of water damage, roof top units some are not properly flashed and need to be addressed. The shingles to the right of the main entry where some blew off and were not properly nailed down and never properly sealed as a result. Also, certain areas of the existing roof there is not proper heat tracing therefore when the water freezes the ice jams up and gets under the shingles causing damage.

6.2 ASPHALT SHINGLE ROOFING SYSTEM

CertainTeed fiber glass Class A - Landmark shingles – Hunter Green

This section is based on the CertainTeed Roofing Collection™, For more information on CertainTeed products and availability, or for the name of your local CertainTeed representative, call or write:

CertainTeed Architectural Support Group

P.O. Box 860

Valley Forge, PA 19482

Tel: (800) 233-8990

Fax: (610) 341-7940

www.certainteed.com

PART 7 GENERAL

7.1 SECTION INCLUDES

- A. Granule surfaced asphalt shingle roofing.
- B. Moisture shedding underlayment, eaves, valley and ridge protection.
- C. Associated metal flashing.

7.2 RELATED SECTIONS

- A. Section 06 10 00 - Rough Carpentry: Plywood Roof Sheathing.
- B. Section 06 15 00 - Wood Decking.
- C. Section 07 26 00 - Vapor Retarders.
- D. Section 07 13 00 – Sheet Waterproofing.
- E. Section 07 60 00 - Flashing and Sheet Metal.

7.3 REFERENCES

- A. ASTM A 653/A 653M - Standard Specification for Steel Sheets, Zinc-Coated (Galvanized) or Zinc-Iron Alloy-Coated (Galvannealed) by the Hot-Dip Process.
- B. ASTM B 209 - Standard Specification for Aluminum and Aluminum-Alloy Sheet and Plate.
- C. ASTM B 370 - Standard Specification for Copper Sheet and Strip for Building Construction.
- D. ASTM D 226 - Standard Specification for Asphalt-Saturated Organic Felt Used in Roofing and Waterproofing.
- E. ASTM D 1970 - Standard Specification for Self-Adhering Polymer Modified Bituminous Sheet Materials Used as Steep Roofing Underlayment for Ice Dam Protection.
- F. ASTM D 3018 - Standard Specification for Class A Shingles Surfaced with Mineral Granules.
- G. ASTM D 3161 - Standard Test Method for Wind-Resistance of Asphalt Shingles (Fan-Induced Method).
- H. ASTM D 3462 - Standard Specification for Asphalt Shingles Made from Glass Felt and Surfaced with Mineral Granules.
- I. ASTM D 4586 - Standard Specification for Asphalt Roof Cement, Asbestos-Free.
- J. ASTM D 4869 - Standard Specification for Asphalt-Saturated Organic Felt Shingle Underlayment Used in Roofing.
- K. ASTM D 6757 – Standard Specification for Inorganic Underlayment for Use with Steep Slope Roofing Products.
- L. ASTM D 7158 – Standard Test Method for Wind Resistance of Sealed Asphalt Shingles (Uplift Force/Uplift Resistance Method)
- M. ASTM E 108 - Standard Test Methods for Fire Tests of Roof Coverings.
- N. UL 790 - Tests for Fire Resistance of Roof Covering Materials

- O. UL 2218 - Impact Resistance of Prepared Roofing Materials.
- P. UL 2390/ASTM D 6381 – Test Method for Wind Resistant Shingles with Sealed Tabs

7.4 SUBMITTALS

- A. Product Data: Provide manufacturer's printed product information indicating material characteristics, performance criteria, and product limitations.
- B. Manufacturer's Installation Instructions: Provide published instructions that indicate preparation required and installation procedures.

7.5 QUALITY ASSURANCE

- A. Maintain one copy of manufacturer's application instructions on project site.
- B. Verify that manufacturer's label contains reference to specified ASTM standards.

7.6 ENVIRONMENTAL REQUIREMENTS

- A. Take special care when applying Winter Guard Waterproofing Shingle Underlayment and shingles when ambient or wind chill temperature is below 45 degrees F (7 degrees C). Tack Winter Guard in place if it does not adhere immediately to the deck.

7.7 WARRANTY

- A. Manufacturer's Warranty: Furnish shingle manufacturer's warranty for product(s) of this section as follows:

ASPHALT FIBER GLASS SHINGLES

- 1. CertainTeed Class A -Landmark AR: Lifetime limited warranty.
- B. Warranty Supplement: Provide manufacturer's supplemental warranty ("CertainTeed Sure Start" or "Sure Start Plus") to cover labor and materials in the event of a material defect for the following period after completion of application of shingles:
 - 1. First ten years.
- C. Extended Warranty Protection (can only be offered by a CertainTeed credentialed contractor): Provide Sure Start PLUS protection as follows:
 - 1. 3STAR Coverage (10 years): material and labor costs for repair or replacement.
- D. Warranty Transferability Clause: Make available to Owner shingle manufacturer's standard option for transferring warranty to a new owner.

PART 8 PRODUCTS

8.1 MANUFACTURER

- A. Provide products manufactured by CertainTeed Corporation, Architectural Support Group, and P.O. Box 860, Valley Forge, PA 19482. Tel: (800) 233-8990, Fax: (610) 341-7940.
- B. Substitutions: Not permitted.

8.2 ASPHALT FIBER GLASS SHINGLES

A. **CertainTeed Class A -Landmark AR:** UL Certification of ASTM D3462; Conforms to ASTM D3018 Type I - Self-Sealing; ASTM D3161-08b, Class "F" Wind Resistance (110-mph); ASTM D3161-03b, Class "F" Wind Resistance (110-mph); ASTM D3161-99a, 110-mph Wind Resistance; UL997 Wind Resistance; UL 2390/ASTM D6381 Class "H" and ASTM D7158 Class "H" Wind Resistance; UL 2218 Class 4 Impact Resistance; and UL 790 Class A Fire Resistance; glass fiber mat base; ceramically colored/UV resistant mineral surface granules across entire face of shingle; algae-resistant; full two-layer laminated four-tab shingle.

- 1. Weight: 355 pounds per square (100 square feet) 17.3 kg/sq m).
- 2. Color: Hunter Green.

8.3 SHEET MATERIALS:

A. Eaves Protection: CertainTeed "WinterGuard"; ASTM D 1970 sheet barrier of self-adhering rubberized asphalt membrane shingle underlayment having internal reinforcement, and "split" back plastic release film; provide material with warranty equal in duration to that of shingles being applied.

- 1. CertainTeed WinterGuard Sand

B. Felt Underlayment: Type I, 36-inch- wide, asphalt-saturated organic felt, complying with ASTM D 226 (No. 15) or ASTM D 4869. Provide one of the following:

- 1. Roofers' Select; CertainTeed.
- 2. Shingle-Mate; GAF.
- 3. Versashield; Elk Corporation.

C. Waterproof Underlayment: Minimum 40-mil- thick, self-adhering, polymer-modified, bituminous sheet membrane, complying with ASTM D 1970. Provide primer when recommended by underlayment manufacturer.

- 1. Products:

- a. Winter Guard; CertainTeed Corporation.
- b. Bituthene Ice and Water Shield; Grace: W.R. Grace & Co.
- c. GAF Materials Corporation; Storm Guard Ultra-Flex.
- d. Miradri Water and Ice Protection; Mirafi.
- e. WeatherLock M; Owens Corning.

f. Waterproofing Underlayment: CertainTeed "Winter Guard"; ASTM D 1970 sheet barrier of self-adhering rubberized asphalt membrane shingle underlayment having internal

reinforcement, and "split" back plastic release film; Use in 'low-slope' areas (below 4:12, but no less than 2:12); provide material with warranty equal in duration to that of shingles being applied.

8.4 METAL TRIM AND FLASHING:

A. Sheet Metal Materials: Furnish the following sheet metal materials:

1. Aluminum Sheets: ASTM B 209, alloy 3003 H14 with mill finish, minimum 0.024 inch thick, unless otherwise indicated.

B. Metal Drip Edge: Brake-formed sheet metal with at least a 2-inch roof deck flange and a 1-1/2-inch fascia flange with a d-inch drip at lower edge. Furnish the following material in lengths of 8 or 10 feet.

1. Material: Aluminum sheets.

C. Fabricate sheet metal flashing and trim to comply with recommendations in SMACNA's "Architectural Sheet Metal Manual" that apply to design, dimensions, metal, and other characteristics of item.

1. Apron Flashings: Fabricate with lower flange a minimum of 5 inches over and 4 inches beyond each side of down slope asphalt shingles and 6 inches up the vertical surface.
2. Step Flashings: Fabricate with a head lap of 2 inches and a minimum extension of 5 inches over the underlying asphalt shingle and up the vertical surface.
3. Cricket, Backer Flashings: Fabricate with concealed flange extending a minimum of 24 inches beneath upslope asphalt shingles and 6 inches beyond each side of chimney/skylight and 6 inches above the roof plane.
4. Drip Edges: Fabricate in lengths not exceeding 10 feet with 2-inch roof deck flange and 1-1/2-inch fascia flange with 3/8-inch drip at lower edge.

D. Concealed Woven Valley Lining: Comply with ARMA and NRCA recommendations. Install 36-inch-wide self-adhering sheet underlayment, centered in valley.

1. Lap roof deck felt underlayment over valley felt underlayment at least 6 inches.

E. Vent Pipe Flashing: Lead conforming to ASTM B 749, Type L51121, at least 1/16 inch thick, unless otherwise indicated. Provide lead sleeve sized to slip over and turn down into pipe, soldered to skirt at slope of roof extending at least 4 inches from pipe onto roof.

8.5 ACCESSORIES:

A. Ridge Vent: High-density polypropylene, nonwoven modified polyester, or other UV-stabilized plastic designed to be installed under asphalt shingles at ridge.

1. Products:
 - a. Ridge Filter Shinglevent II; Air Vent, Inc.
 - b. GAF Materials Corporation; Cobra Snow Country.
 - c. VentSure 4 foot Rigid Ridge Vent; Owens Corning.
 - d. RidgeMaster Plus; Mid-America Building Products.

B. Wall Vent: Manufacturer's standard painted aluminum wall vent with nonwoven geotextile filter strips and with external deflector baffles for installation where shingle roof meets vertical wall.

1. Products:
 - a. #FFV162, Flash Filter vent; Air Vent Inc.
 - b. Color: Match existing.
 - c. No substitutions.

C. Vented Metal Drip Edge: Manufacturer's standard, painted aluminum, vented drip edge-formed sheet metal.

1. Ventilation Net Free Area: 9 sq. in. per ft.
2. Products:
 - a. #VDE, Vented Drip Edge; Air Vent Inc.
 - b. Color: Match existing.
 - c. Provide manufacturer's foam end plugs for vented drip edge. Model #DEV122.
 - d. No substitutions.
 - f. Asphalt Plastic Cement: Nonasbestos fibrated asphalt cement, complying with ASTM D 4586.

D. Nails: Aluminum or hot-dip galvanized steel, 0.120-inch- diameter barbed shank, sharp-pointed, conventional roofing nails with a minimum d-inch- diameter head and of sufficient length to penetrate $\frac{3}{4}$ inch into solid decking or at least c inch through plywood sheathing.

1. Where nails are in contact with metal flashing, use nails made from same metal as flashing.
2. Staples will not be accepted.

PART 9 - EXECUTION

9.1 EXAMINATION:

A. Examine substrate for compliance with requirements for substrates, installation tolerances, and other conditions affecting performance of asphalt shingles. Verify that roof penetrations and plumbing stacks are in place and flashed to deck surface, verify roof openings are correctly framed prior to installing work of this section and deck surfaces are dry and free of ridges, warps, or voids. Do not proceed with installation until unsatisfactory conditions have been corrected.

9.2 PREPARATION:

- A. Clean substrates of projections and substances detrimental to application. Cover knotholes or other minor voids in substrate with sheet metal flashing secured with noncorrosive roofing nails.
- B. Coordinate installation with flashings and other adjoining work to ensure proper sequencing. Do not install roofing materials until all vent stacks and other penetrations through roof sheathing have been installed and are securely fastened against movement.

9.3 INSTALLATION:

A. General: Comply with manufacturer's instructions and recommendations but not less than those recommended by ARMA's "Residential Asphalt Roofing Manual" or "The NRCA Steep Roofing Manual."

1. Fasten asphalt shingles to roof sheathing with nails (staples will not be accepted).

B. Felt Underlayment: Apply 1 layer of felt underlayment horizontally over entire surface to receive

asphalt shingles, lapping succeeding courses a minimum of 2 inches, end laps a minimum of 4 inches, and hips and valleys a minimum of 6 inches. Fasten felt with sufficient number of roofing nails to hold underlayment in place until asphalt shingle installation.

1. Apply an additional layer of felt underlayment on roof decks with a slope of 2 to 4 inches per foot.
2. Omit felt underlayment at areas of waterproof underlayment. Lap felt underlayment over waterproof underlayment as recommended by manufacturer but not less than 2 inches.

C. Waterproof Underlayment: Apply waterproof underlayment at eaves. Cover deck from eaves to at least 24 inches inside exterior wall line.

1. In addition to eaves, apply waterproof underlayment in place of felt underlayment at valleys.
2. Place eave edge and gable edge metal flashing tight with fascia boards. Weather-lap joints 2 inches (50 mm). Secure flange with nails spaced 8 inches (200 mm) on center.
3. Apply CertainTeed "Winter Guard" Waterproofing Shingle Underlayment as eave protection in accordance with manufacturer's instructions.
2. Extend eave protection membrane minimum 48 inches (1,220 mm) up slope beyond interior face of exterior wall.

D. Flashing: Install metal flashing and trim as indicated and according to details and recommendations of the "Asphalt Roofing" section of "The NRCA Steep Roofing Manual" and ARMA's "Residential Asphalt Roofing Manual."

E. Install asphalt shingles, beginning at roof's lower edge, with a starter strip of roll roofing or inverted asphalt shingles with tabs removed. Fasten asphalt shingles in the desired weather exposure pattern; use number of fasteners per shingle as recommended by manufacturer. Use vertical and horizontal chalk lines to ensure straight coursing.

1. Cut and fit asphalt shingles at valleys, ridges, and edges to provide maximum weather protection. Provide same weather exposure at ridges as specified for roof. Lap asphalt shingles at ridges to shed water away from direction of prevailing wind.
2. Use fasteners at ridges of sufficient length to penetrate sheathing as specified.
3. Pattern: Shingle spacing recommended by manufacturer.

F. Ridge Vents: Install ridge vents according to manufacturer's instructions. Do not block vent slots with cap shingles.

G. Valley Protection: For "closed-cut," "woven," and "open" valleys first place one ply of Winter Guard, minimum 36 inches (910 mm) wide, centered over valleys. Lap joints minimum 6 inches (152 mm). Follow instructions of shingle and waterproofing membrane manufacturer.

9.4 FIELD QUALITY CONTROL

- A. Visual inspection of the Work will be provided by Owner. If conditions are unacceptable, Owner will notify the Contractor.

9.5 PROTECTION OF FINISHED WORK

- A. Do not permit traffic over finished roof surface.

10.0 RE-COVER

10.1 Complete removal of the existing roof system is mandatory when it contains moisture, or the additional roof system exceeds safe load design, or code requirement. Re-cover over the existing roof system requires proper preparation of the surface. Blisters, splits and other roof membrane or flashing defects shall be repaired in accordance with good roofing practice to attain a surface which is smooth, dry, clean and free of sharp projections and depressions. Prior to any decision to remove and replace, or to re-cover an existing system the architect, roof consultant, engineer, owner and/or contractor should thoroughly analyze the entire roofing system to determine its physical makeup and the condition of each component. Inspection of the roof system should be comprised of a complete visual examination, test cuts, and, where helpful, use of a moisture detection device. Particular attention must be given to problem areas which exhibit ponding water, splits, ridging, blistering or flashing defects. Areas of damaged or wet roof insulation, deteriorated decking and/or roof membrane shall be removed and replaced. It is the responsibility of the architect, roof consultant, engineer, and/or owner to determine whether an existing roof is structurally sound, firmly attached, dry and suitable for re-cover.

10.2 Preparation and Field Conditions: The following requirements shall be used in conjunction with good roofing practices to qualify a new assembly for the NDL Membrane Limited Warranty or the applicable Roof Membrane Limited Warranty Program:

1. Deck shall be dry and structurally sound.
2. Parapet walls, perimeter edges, equipment and load bearing supports, platforms, curbs, etc., shall be structurally sound.
3. Areas of recurrent splitting not caused by structural deficiency require investigation and corrective measures such as expansion joints or divorcing layer of roof insulation.
4. Additional weight of selected system shall not exceed safe load design.
5. Existing plywood decking without adequate bearing or support for end joints.
6. Surface after receiving new roofing shall provide positive drainage.
7. Existing roof insulation shall be dry and firmly attached.
8. Existing roof system shall be compatible with new roof system.
9. Existing membrane shall be dry and clean with all surface defects corrected.
10. Existing system with 5/8" or larger aggregate surfacing shall be torn off or spudded to provide a smooth surface.
11. Remove existing metal gravel stops and replace with new metal.
12. Existing counter-flashing or coping unsuitable for reuse shall be replaced to match existing.

13. Expose entire flange of all drains. Drains unsuitable for reuse shall be removed and replaced to match existing. Save clamp rings for reuse; broken clamp rings shall be replaced. Stripped or broken bolts shall be drilled and re-tapped.
14. Abandoned equipment shall be removed and new decking installed to match existing.
15. Height and/or clearance of flashing at membrane terminations shall be in accordance with construction details.
16. Base and wall flashing shall be removed when loose or with insufficient clearance under counter-flashing.
17. Roof penetrations require all new flashing.
18. Equipment vibration shall be corrected.
19. Joints in masonry coping shall be grouted or caulked as required.
20. Membrane to receive wood blocking pipe support shall be reinforced with an additional ply of FLINTLASTIC®. The support shall be designed to provide for expansion and contraction of the pipe.
21. Condensation lines shall extend into drain.

NOTE: Substrates with two or more existing membranes are not eligible for a CertainTeed Warranty.

Appendix A

11 Vendor Certification

This certification attests to the vendor's awareness and agreement to the content of this RFP and all accompanying calendar schedules and provisions contained herein.

The vendor must ensure that the following certificate is duly completed and correctly executed by an authorized officer of your company.

This proposal is submitted in response to Request for Proposal for PMS Software issued by the Akwesasne Mohawk Casino. The undersigned is a duly authorized officer, hereby certifies that:

(Vendor Name)

Agrees to be bound by the content of this proposal and agrees to comply with the terms, conditions, and provisions of the referenced Request for Proposal (RFP) and any addenda thereto in the event of an award. Exceptions are to be noted as stated in the RFP. The proposal shall remain in effect for a period of 120 calendar days as of the Due Date of the RFP.

The undersigned further certify that their firm (check one):

- IS
 IS NOT

Currently debarred, suspended, or proposed for debarment by any federal entity. The undersigned agree to notify the Akwesasne Mohawk Casino of any change in this status, should one occur, until such time as an award has been made under this procurement action.

Person[s] authorized to negotiate on behalf of this firm for purposes of this RFP are:

Name: _____ Title: _____

Signature: _____ Date: _____

Name: _____ Title: _____

Signature: _____ Date: _____

Signature of Authorized Officer:

Name: _____ Title: _____

Signature: _____ Date: _____

Appendix C

13 Reference List

(Please type or print clearly in ink only)

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

1. COMPANY NAME: _____

ADDRESS: _____

CONTACT PERSON NAME AND TITLE: _____

EMAIL ADDRESS: _____

TELEPHONE NUMBER: _____

BRIEF DESCRIPTION OF SERVICES PROVIDED: _____

2. COMPANY NAME: _____

ADDRESS: _____

CONTACT PERSON NAME AND TITLE: _____

EMAIL ADDRESS: _____

TELEPHONE NUMBER: _____

BRIEF DESCRIPTION OF SERVICES PROVIDED: _____

3. COMPANY NAME: _____

ADDRESS: _____

CONTACT PERSON NAME AND TITLE: _____

EMAIL ADDRESS: _____

TELEPHONE NUMBER: _____

BRIEF DESCRIPTION OF SERVICES PROVIDED: _____

Appendix D

14 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. Installer Certificates: Signed by roofing system manufacturer certifying that Installer is approved, authorized, or licensed by manufacturer to install specified roofing system.

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

5. 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. How many employees do you currently have?

7. 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

Appendix E

14 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.
3. "Tribal Lands" shall mean any lands now or hereafter within the jurisdiction of the St. Regis Mohawk Tribe.
4. "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.
5. Qualified worker shall meet all of the requirements of a job description.
6. "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.

7. "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.

8. "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.

Exhibit A

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	
At least \$200,000, but less than \$300,000	9% of that bid, or \$16,000
At least \$300,000, but less than \$400,000	8% of that bid, or \$21,000
At least \$400,000, but less than \$500,000	7% of that bid, or \$24,000
At least \$500,000, but less than \$1 million	6% of that bid, or \$25,000
At least \$1 million, but less than \$2 million.	5% of that bid, or \$40,000
At least \$2 million, but less than \$4 million.	4% of that bid, or \$60,000
At least \$4 million, but less than \$7 million	3% of that bid, or \$105,000
\$7 million or more...	2% of that bid, or \$105,000
	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.

Exhibit **B**

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.

Printed Name

Title

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