



**SAINT REGIS MOHAWK TRIBE
412 State Route 37
Akwasasne, New York 13655**

REQUEST FOR BIDS

SRMT 12-46

Closing Date and Time: 3:30 p.m. (local time), Thursday June 7, 2012

Description: 2012-2014 DELIVERY OF PROPANE FOR TRIBAL GOVERNMENT FACILITIES AND TRIBAL GAMING ENTERPRISES

Address for Receipt of Bids & Inquiries: Grants & Contracts, Saint Regis Mohawk Tribe, 2nd Floor, Community Building, 412 State Route 37, Akwasasne, New York 13655
Tel: (518) 358-2272, ext. 202/240/211

Mandatory Pre-Bid Conference:

A mandatory pre-bid conference has been scheduled for Thursday May 24, 2012 at 1:30 p.m.(local time), 2nd Floor Boardroom, Saint Regis Mohawk Tribe Community Building, 412 State Route 37, Akwasasne, New York, to clarify information contained in the Request for Bids (RFB). All interested Vendors are invited to attend at the date and time specified. No inquiries will be accepted after five (5) calendar days before the RFB closing date.

Site visits will take place immediately after the conference.

Services:

The Vendor hereby offers to deliver propane for the tribal government facilities and tribal gaming enterprises, as more specifically detailed in the Statement of Work dated March 1, 2012, Appendix A - Estimated Prices Itemized by Building, Instructions to Request for Bids, Terms and Conditions, and all other contract documents prepared and issued by the Tribe.

TRIBAL GOVERNMENT FACILITIES

Actual Delivered Price over Selkirk \$_____

TRIBAL GAMING ENTERPRISES

1. AKWESASNE MOHAWK CASINO

Actual Delivered Price over Selkirk \$_____

2. MOHAWK BINGO PALACE

Actual Delivered Price over Selkirk \$_____

Any and all relevant fees, taxes and/or surcharges that are in place at the time of the bid offer **will be included** in the fixed unit prices stated on Appendix "A".

Exemption Organization Certification, # EX 152433, for Saint Regis Mohawk Tribe, certifies that the property and/or services ordered/purchased hereby are for the use of, and are being purchased by the Saint Regis Mohawk Tribe, and are therefore not subject to New York State sales and use taxes.

Price Revisions

Contract bid price revisions will be permitted on a 30 day basis in accordance with the following procedure:

1. Revisions to the original price shall be based on prices in the Journal of Commerce (JOC) Oil Price Daily under the heading of Propane – Selkirk, NY.
2. The differential between the prices will be added or subtracted to the base bid price yielding the new 30 day price. Applicable price changes will be effective the same day the price is posted in the JOC Oil Price Daily.

3. Should the 30 day price revision cycle not provide adequate price adjustments, due to rapid changes in worldwide liquefied petroleum (LP) gases – propane prices, the Tribe reserves the right to increase the frequency of the price revisions to a weekly basis. The weekly basis will utilize the posted price on the last business day of the week, to be effective the same day.

All information requested on this sheet must be completed
Bid Documents

- a) Request for Bids Form
- b) Appendix A, Estimated Prices Itemized by Building
- c) Instructions to Request for Bids
- d) Statement of Work dated March 1, 2012
- e) Terms and Conditions
- f) Contractors Qualification Statement
- g) Certification Regarding Drug-Free Workplace
- h) Certification Regarding Lobbying
- i) Certification Regarding Debarment
- j) Certificate of Independent Price Determination
- k) Addenda (if applicable)

INVOICING:

Vendor shall render separate invoices specifying the facility/building for which delivery is made. Delivery driver to obtain signature of an employee at each location. Invoices shall clearly indicate the exact quantity delivered, price per gallon, date of delivery, delivery locations, Contract Number and Purchase Order Number.

Failure of the Vendor to obtain the written signature of an employee acknowledging receipt of delivery of fuel may result in the forfeiture of all or part of any payments due the Vendor for the fuel delivery made.

Contract payments will not be processed by the Tribal Government Facilities and Tribal Gaming Enterprises until the contract products have been delivered in satisfactory condition or services have been satisfactorily performed.

SAINT REGIS MOHAWK TRIBE

Invoices shall be submitted to the attention Dan Bero, Purchasing Manager, Purchasing Department, Saint Regis Mohawk Tribe, 412 State Route 37, Akwesasne, NY 13655.

AKWESASNE MOHAWK CASINO

Invoices shall be submitted to the attention of Brooke Moreau, Purchasing Manager, Akwesasne Mohawk Casino, 921 State Route 37, Akwesasne, NY 13655.

MOHAWK BINGO PALACE

Invoices shall be submitted to the attention of Shari Adams, Purchasing Manager, Mohawk Bingo Palace, 202 State Route 37, Akwesasne, NY 13655. (**NOTE-Mohawk Bingo Palace relocating to Akwesasne Mohawk Casino in February 2013*)

An amount is "due and payable" when it is due and payable by the SRMT to the Vendor according to the provisions of this services agreement.

An amount is considered overdue when a check has not been issued after 30 days from the date of receipt by the SRMT Purchasing Office.

Past due amounts shall be subject to an interest charge of one percent (1%) per month or the highest rate authorized by law, 30 days after the rendering of services.

Term: The term of this contract shall be for two years beginning June 14, 2012 and terminating on June 14, 2014.

Mandatory Insurance Requirement

The Vendor, at Vendor's expense, shall provide and maintain insurance coverage against damage for the duration of the contract period.

If awarded the project the Vendor shall provide copies of the following insurance policies:

- 1.) General Liability coverage, minimum \$1,000,000.00 (US) general aggregate and the same amount for each occurrence sublimit, if any, and **naming the Saint Regis Mohawk Tribe as additional insured**
- 2.) Automobile Liability coverage minimum \$1,000,000.00 (US) combined single limit or \$1,000,000.00 bodily injury and \$500,000.00 property damage, when Vendor uses any vehicles, owned or non-owned, in performing contractual duties.
- 3.) New York State Workers' Compensation

Certificates of insurance shall contain a provision that coverage afforded under the policies will not be canceled, unless at least fifteen (15) days prior written notice, has been given to the Owner

Acknowledgement of Terms

Submission of a bid constitutes acknowledgement that the Vendor has read and agrees to be bound by these documents.

If a Vendor takes exception to the Statement of Work or other provisions of this Request for Bids, is unable to provide a listed service, or objects to any of the terms, the exception(s) must be listed in the Bid. Exceptions may result in disqualification of the Bids.

Indian Preference

In accordance with TCR #2003-204, Indian Preference Policy, preference in the award of the Contract shall be given to Indian and Alaskan Native organizations and economic enterprises. Any Vendor claiming Indian Preference shall give evidence, as required by the Saint Regis Mohawk Tribe, no later than two days prior to the bid opening. Percentage rates utilized are 10%.

Final Contract Award

Contract award will be made within 7 calendar days, by written notice to that responsible Vendor, whose bid, conforming to this RFB, is most advantageous to the Tribe, price, and other factors considered.

By signing and submitting this Request for Bids form, Vendor acknowledges that the volume of propane cited on Appendix "A" is merely an estimate derived from historical usage. Vendor further acknowledges that they have the capacity to deliver the volume of propane specified at the rate of usage estimated in Appendix "A".

SIGNATURE

Company/Individuals name

Date

Vendors Business Address

Vendors Telephone/Fax

Signature and Title

Vendors E-mail address

THE SAINT REGIS MOHAWK TRIBE RESERVES THE RIGHT TO REJECT ANY AND ALL BIDS AND THE LOWEST, OR ANY BID, WILL NOT NECESSARILY BE ACCEPTED.

APPENDIX "A"
ESTIMATED PRICES ITEMIZED BY BUILDING

| TRIBAL GOVERNMENT FACILITIES FEDERAL EXCISE TAX EXEMPT | TANK/GAL | ESTIMATED YEARLY USAGE | TANK RENTAL EQUIPMENT COST | ESTIMATED PRICE PER BUILDING |
|---|-----------------------------|---------------------------|-------------------------------|---------------------------------|
| 1. IRA Home 75 Pyke Road, Akwesasne, NY | 2 Tanks/100 | 500 gal/yr | \$ _____ | \$ _____ |
| 2. IRA Home 34 High Street, Fort Covington, NY | 1 Tank/500 | 1,000 gal/yr | \$ _____ | \$ _____ |
| 3. IRA Home 41 Conners Road, Akwesasne, NY | 1 Tank/330 | 2,554 gal/yr | \$ _____ | \$ _____ |
| 4. Water Treatment Plant 147 Pump House Road, Akwesasne, NY | 3 Tanks/1,000 | 3,096 gal/yr | \$ _____ | \$ _____ |
| 5. Wastewater Treatment Plant 47 Sanitation Plant Road, Akwesasne, NY | 1 Tank/1,000 | 7,856 gal/yr | \$ _____ | \$ _____ |
| 6. SRMT Health Services 404 State Route 37, Akwesasne, NY | 3 Tanks/1,000 | 28,729 gal/yr | \$ _____ | \$ _____ |
| 7. Early Childhood Development Program 25 Library Road, (behind Akwesasne Library), Akwesasne, NY | 1 Tank/1,000 | 3,943 gal/yr | \$ _____ | \$ _____ |
| 8. SRMT Office for the Aging 29 Business Park Road, Akwesasne, NY | 1 Tank/1,000 | 18,676 gal/yr | \$ _____ | \$ _____ |
| 9. SRMT Office for the Aging Garage 29 Business Park Road, Akwesasne, NY | 1 Tank/1,000 | 18,676 gal/yr | \$ _____ | \$ _____ |
| 10. Maintenance Equipment Garage 412 State Route 37, Behind Community Building, Akwesasne, NY | 2 Tanks/100 | 1,049 gal/yr | \$ _____ | \$ _____ |
| 11. Akwesasne Group Home 35 Library Road, (behind Akwesasne Library), Akwesasne, NY | 2 Tanks/100 | 500 gal/yr | \$ _____ | \$ _____ |
| 12. Partridge House 25 Saint Regis Road, Akwesasne, NY | 2 Tanks/1,000 1 Tank/500 | 3,898 gal/yr | \$ _____ | \$ _____ |
| 13. Child Protective Services 382 State Route 37, Akwesasne, NY | 1 Tank/500 2 Tanks/1,000 | 3,356 gal/yr | \$ _____ | \$ _____ |
| 14. Intensive Prevention Program 878 State Route 37, Akwesasne, NY | 1 Tank/500 | 896 gal/yr | \$ _____ | \$ _____ |
| 15. Solid Waste Transfer Station 179 County Route 43, Fort Covington, NY | 1 Tank/1,000 | 7,341 gal/yr | \$ _____ | \$ _____ |
| 16. Family Support Building 420 State Route 37, Akwesasne, NY | 1 Tank/500 | 1,000 gal/yr | \$ _____ | \$ _____ |
| 17. Environment Air Shed 325 Library Road, Akwesasne, NY | 1 Tank/100 | 500 gal/yr | \$ _____ | \$ _____ |
| 18. Route 37 Lift Station, (Across from Fire Department) 818 State Route 37, Akwesasne, NY | 1 Tank/1,000 | 4,197 gal/yr | \$ _____ | \$ _____ |
| TRIBAL GAMING ENTERPRISES (NON-TRIBAL GOVERNMENT) FEDERAL EXCISE TAX NON-EXEMPT | TANK/GAL | ESTIMATED YEARLY USAGE | TANK RENTAL EQUIPMENT COST | ESTIMATED PRICE PER BUILDING |
| 1. Akwesasne Mohawk Casino 873 State Route 37, Akwesasne, NY | 1 Tank/30,000 | 270,000 gal/yr | \$ _____ | \$ _____ |
| 2. Akwesasne Mohawk Casino Administration Building Speedway Plaza, 921 State Route 37, Akwesasne, NY | 1 Tank/1,000 | 10,000 gal/yr | \$ _____ | \$ _____ |
| 3. Akwesasne Mohawk Casino Warehouse 559 State Route 37, Akwesasne, NY | 1 Tank/1,000 | 10,000 gal/yr | \$ _____ | \$ _____ |
| 4. Mohawk Bingo Palace 202 State Route 37, Akwesasne, NY | 2 tanks/1,000 | 24,000 gal/yr | \$ _____ | \$ _____ |

INSTRUCTIONS TO REQUEST FOR BIDS

1. INQUIRIES

All inquiries and bid revisions prior to the close of bids are to be addressed to: Grants & Contracts, Saint Regis Mohawk Tribe (SRMT), Community Building, 412 State Route 37, Akwesasne, New York 13655, Tel: (518) 358-2272 ext. 202/240, Fax: (518) 358-6234.

2. DEFINED TERMS

- a) "Bid" or "Quote" means an offer signed by and binding upon the bidder, in ink or typewritten, to furnish goods, materials, supplies, equipment or services, including construction, in conformity with the specifications, delivery terms and conditions, and any other requirements included in this solicitation.
- b) "Bid Documents" means all documents sent out inviting a Bid/Quote and includes the Request for Bid/Quote, Instructions to Bidders, Addenda, Terms and Conditions and Scope of Work and any other documents issued prior to receipt of Bids.
- c) "Successful Bidder" means the lowest, qualified, responsible Bidder to whom the Tribe on the basis of the Tribe's evaluation (as hereinafter provided) makes an award.

3. BIDS

- a) All bids shall be submitted on the Request for Bids form provided, and all amendments, if any, must be signed. It is not necessary to submit the other documents sent as part of the Request for Bids package.
- b) Request for Bids by partnerships must be executed in the partnership name and signed by a general partner, whose title must appear under the signature and the official address of the partnership must be shown below the signature.
- c) Request for Bids by corporations must be executed in the corporate name by the president or a vice-president (or other corporate officer accompanied by evidence of authority to sign) and the corporate seal must be affixed and attested by the secretary or an assistant secretary. The corporate address and state of incorporation shall be shown below the signature.

4. SUBMISSION OF BIDS

Request for Bids and Addenda (if any) must be received on or before the exact time set for receipt of Bids. Bids received after this time will not be considered, regardless of the reason for their being late and will be returned unopened.

If the Bid is sent through the mail or other delivery system, the envelope shall be enclosed in a separate envelope with the notation "BID ENCLOSED" on the face of the envelope. Please note: mail takes longer to receive.

If submitting by fax please send to (518) 358-6234, coversheet is to address the office specified in the solicitation and show the date and time specified for receipt, project title and bidders name and address.

Bid Documents shall be used in the preparation of Bids; the TRIBE assumes no responsibility for errors or misinterpretations resulting from the use of incomplete sets of bid Documents. Any material found to be missing will be supplied upon request. The TRIBE assumes no responsibility for a Bid submitted on the basis of an incomplete set of Bid documents.

The successful bidder shall submit Certificate of Insurances, after notification of award and prior to a contract being issued.

5. FACSIMILE BIDS

Definition: Facsimile bid, as used in this solicitation, means a bid, modification of a bid, or withdrawal of a bid that is transmitted to and received by the SRMT via electronic equipment that communicates and reproduces both printed and handwritten material.

Bidders may submit facsimile bids in response to this solicitation. These responses must arrive at the place and by the time, specified in the solicitation.

Facsimile bids: Request for Bids are to be faxed to (518) 358-6234, with the above address on the covering sheet, name and address of the bidder and the description of the project must be provided on the front sheet.

Facsimile bids that fail to furnish required representations or information or that reject any of the terms, conditions, and provisions of the solicitation may be excluded from consideration.

Facsimile bids must contain the required signatures.

The SRMT reserves the right to make award solely on the facsimile bids. However, if requested to do so by the SRMT, the apparently successful bidder agrees to promptly submit the complete original signed bids.

If the bidder chooses to transmit a facsimile bid, the SRMT will not be responsible for any failure attributable to the transmission or receipt of the facsimile bid including, but not limited to, the following:

- (1) Receipt of garbled or incomplete bid;
- (2) Availability or condition of the receiving facsimile equipment;
- (3) Incompatibility between the sending and receiving equipment;
- (4) Delay in transmission or receipt of bid;
- (5) Failure of the bidder to properly identify the bid;
- (6) Legibility of bid;
- (7) Security of bid data.

6. UNACCEPTABLE BIDS

- a) Bids not submitted on the accompanying Bid Form will not be considered.
- b) Bids received after the Bid Closing Time and Date will not be considered.
- c) Any alteration to the preprinted part of the bid form may render it liable to rejection.

7. ADDENDA

Addendums will be mailed, faxed or otherwise delivered to all potential bidders who received a complete set of bidding documents. All addenda issued during the time of bidding shall form part of the contract documents, shall be covered in the bid, and shall form part of the contract. Addendum shall be signed and submitted with the Bid Form; failure to do so may subject the bidder to disqualification.

8. MODIFICATION AND WITHDRAWAL OF BIDS

Bids may be modified or withdrawn by an appropriate document duly executed (in the manner that a Bid must be executed) and delivered to the place where Bids are to be submitted at any time prior to the deadline for receipt of Bids.

9. EXAMINATION OF CONTRACT DOCUMENTS AND SITE

It is the responsibility of each Bidder submitting a Bid, to:

- a) examine the Bid Documents thoroughly;
- b) visit the sites to become familiar with local conditions that may affect cost, progress, performance or furnishing of the work;
- c) consider federal, state, local and tribal laws, ordinances, rules, and regulations that may affect cost, progress, performance or finishing of the Work;
- d) notify Grants & Contracts office of conflicts, errors, or discrepancies in the bidding documents
- e) observe the physical conditions (surface, subsurface, and underground facilities) at or contiguous to the site, or otherwise which may affect cost, progress, performance, or furnishing of the work, and which the Bidder deems necessary to determine its Bid for performing and furnishing the work in accordance with the time, price, and other terms and conditions of the Bidding Documents.

10. PERFORMANCE EVALUATION

Bidders shall take note that the performance of the Contractor during and upon completion of the work shall be evaluated by the Saint Regis Mohawk Tribe. The evaluation will be based on the quality of workmanship; timeliness of completion of the work; project management, contract management and management of health and safety. Should the Contractor's performance be considered unsatisfactory, the Contractor's bidding privileges on future work may be suspended indefinitely.

11. COST LIABILITY

The SRMT assumes no responsibility and bears no liability for costs incurred by a bidder in the preparation and submittal of a bid in response to this Request for Bids.

12. PRE-BID CONFERENCE

A mandatory pre-bid conference will be held on Friday May 18, 2012 at 1:30 pm (local time) in the 2nd Floor Boardroom, Saint Regis Mohawk Tribe Community Building, 412 State Route 37, Akwesasne, New York.

13. ACCEPTANCE OF BIDS

All bids shall remain subject for acceptance for a period of sixty (60) days from the day of the bid opening, unless otherwise indicated in the bid package.

14. AWARD OF CONTRACT

Tribe reserves the right to reject any and all Bids, to waive any and all informalities not involving price, time, or changes in the Work and to negotiate contract terms with the successful Bidder, and the right to disregard all nonconforming, non-responsive, unbalanced, or conditional Bids. Also, the Tribe reserves the right to reject the Bid of any Bidder if the Tribe believes that it would not be in the best interest of the Project to make an award to that Bidder, whether because the Bid is not responsive or the Bidder is unqualified or of doubtful financial ability or fails to meet any other pertinent standard or criteria established by the Tribe.

In evaluating Bids, the Tribe shall consider the qualification of the Bidders, whether or not the Bids comply with the prescribed requirements, and alternates and unit prices if requested in the Request for Bid Forms.

The Tribe may conduct such investigations as it deems necessary to assist in the evaluation of any Bid and to establish the responsibility, qualifications, and financial ability of the Bidders to perform and furnish the Work in accordance with the Request for Bids Documents to the Tribe's satisfaction within the prescribed time. The Tribe reserves the right to reject the Bid of any Bidder who does not pass any such evaluation to the Tribe's satisfaction.

All Bid documents and all amendments to them agreed to by both parties prior to award of the contract, shall form part of the contract.

15. FUEL DISTRIBUTORS LICENSE

If awarded the contract the Vendor shall contact the Saint Regis Mohawk Tribe's Compliance Department to obtain a Retail Heating Fuel Distribution Application, in accordance with Saint Regis Mohawk Tribe Resolution 91-50. Fuel distributor's license fee is \$500.00, annually.

16. INDIAN PREFERENCE IN PROCUREMENT

If applicable, the Bidder agrees to give preference in employment opportunities under this CONTRACT to the greatest extent feasible to Indians who can perform required work, regardless of age (subject to existing laws and regulations), sex, religion, or tribal affiliation. To the maximum extent feasible and consistent with the efficient performance of this CONTRACT, the Bidder further agrees to give preference to the greatest extent feasible in employment and training opportunities under this CONTRACT to Indians who are not fully qualified to perform regardless of age (subject to existing laws and regulations), sex, religion, or tribal affiliation. The Bidder also agrees to give preference to Indian Organizations and Indian-owned economic enterprises in the awarding of any subcontracts to the greatest extent feasible and consistent with the efficient performance of this CONTRACT. The Bidder shall maintain statistical records as are necessary to indicate compliance with this paragraph.

In connection with the Indian employment preference requirements of this clause, the Bidder shall provide opportunities for training incident to such employment. Such training shall include on-the-job, classroom, or apprenticeship training which is designed to increase the vocational effectiveness of an Indian employee.

As used in this clause:

- “Indian” means a person who is a member of an American Indian SRMT. If the Bidder has reason to doubt that a person seeking employment preference is an Indian, the Bidder shall grant the preference but shall require the individual to provide written evidence within thirty (30) days from the SRMT concerned that the person is a member of the Saint Regis Mohawk Tribe.
- “Indian SRMT” means an Indian SRMT, pueblo, band, nation, or other organized group or community, including any Alaska Native village or regional or village corporation as defined in or established pursuant to the Alaska Native Claims Settlement Act (85 Stat. 688; 43 U.S.C. 1601) which is recognized as eligible for the special programs and services provided by the United States to Indians because of their status as Indians.
- “Indian Organization” means the governing body of any Indian SRMT or entity established or recognized by such governing body in accordance with the Indian Financing Act of 1974 (88 Stat. 77; 25 U.S.C. 1451); and,
- “Indian-owned Economic Enterprise” means any Indian-owned commercial, industrial, or business activity established or organized for the purpose of profit, provided that such Indian SRMTship shall constitute not less than fifty-one percent (51%) of the enterprise, and that SRMTship shall encompass active operation and control of the enterprise.
The Bidder agrees to include the provisions of this clause, including this paragraph in each subcontract awarded at any tier under this CONTRACT.

In the event of noncompliance with this clause the Saint Regis Mohawk Tribe may terminate this CONTRACT in whole, or in part, or may impose any other sanctions authorized by law or by other provisions of this CONTRACT.

In accordance with the Tribal Procurement Policy, preference in the award of a contract shall be given to Indian organizations and economic enterprises. Tribal award will be made to the lowest responsive, responsible bidder. If a responsible and responsive Tribal contractor is within 10% of the lower non-Indian bid the Tribal contractor shall receive the award.

EXAMPLE:

Calculations: take 10% of the Total bid of the Non-Indian’s bids, add this figure to their bids and then review the bids:

| NON-INDIAN BIDS | APPLY 10% TO NON-INDIAN BID REVISED BIDS | INDIAN BIDDER'S BIDS | CONTRACT AWARDED |
|-----------------|--|----------------------|-------------------|
| \$ 20,000.00 | \$ 22,000.00 (\$20,000 X 1.10) | \$ 21,500.00 | INDIAN BIDDER |
| \$ 20,000.00 | \$ 22,000.00 (\$20,000.00 x 1.10) | \$ 22,500.00 | NON-INDIAN BIDDER |

17. EQUAL EMPLOYMENT OPPORTUNITY

The Contractor agrees to conform to all of the provisions of E.O. 11246 and shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. However, it shall not be a violation of this clause for the CONTRACTOR to extend a publicly announced preference in employment to Indians living on or near an Indian reservation, in connection with employment opportunities on or near an Indian reservation, as permitted by 41 CFR 60-1.5.

MARCH 1, 2012

**STATEMENT OF WORK
2012 – 2014 DELIVERY OF PROPANE FUEL**

A. General:

1. The Vendor shall furnish and install all necessary equipment to conform to the requirements of “National Fire Protection Association (NFPA) Standard 58 Liquid Petroleum Gases” and Tribal Council Resolution 2008-81, Fire Prevention and Building Code Act. The Vendor shall furnish and install at his own expense storage tanks conforming to NFPA #58 complete with foundations, relief valves, shutoff valves, pressure and volume gauges and regulators. Tanks shall be refilled on a regular schedule before they are empty unless otherwise stated herein. All tanks shall be equipped with a protective metal cover over regulators, relief valves, fill valves, gauges, etc. The Vendor shall provide all necessary labor and material to furnish propane gas to the outlet side of the regulator or regulators. The Tribe’s authorized personnel will work with the Vendor to connect the lines at the building side of the regulator(s) and to the various gas appliances within the buildings unless otherwise requested for particular locations.

The propane fuel is used for heating, cooking, and generators for Tribal Government Facilities and Gaming Enterprises. The tanks range from 100 gallons to 1000 gallons.

2. Site Inspections: The Vendor is expected to verify site conditions to include verification of tank sizes before submitting a bid. No plea of unknown conditions that exist shall be the basis of additional compensation.

B. Emergency Service and Telephone Service:

1. The Vendor shall respond to an emergency and/or “no gas” calls within one (1) hour. The Tribe shall not be charged additional fees for emergency fuel deliveries.
2. The Vendor shall furnish a local phone number of an authorized represented who may be contacted for emergency service. This individual must be available 24 hours a day, (Monday through Sunday) to respond to calls. This telephone number shall be affixed to the propane tank(s).

C. Installation and Removal:

1. The Vendor shall install the equipment and provide propane service within ten (10) calendar days of the award of contract. The Vendor shall be responsible for leak testing the tank and flared connection made to the outlet side of the regulator.
2. The Vendor shall, within (10) days of receipt of contract, furnish a schedule of installations by site. Vendor shall be completely responsible to coordinate the changeover, negotiate the transfer, replacement and ownership of facility tanks, equipment and gas with the old Vendor to assure a safe transition in compliance with applicable codes and regulations. Changes in schedules will be communicated by the most direct means to the applicable Owner’s Representative listed herein and confirmed in writing to the Grants and Contract Office of the Tribe. The Vendor is expected to gain authorization to transfer ownership of aforementioned equipment prior to submitting bid. The plan to execute the equipment ownership transition must be included in the RFB response.
3. In the event of a tank transfer between vendors, the current tanks in use will have remaining fuel inside. This fuel shall be calculated and the value of such fuel shall be reflected on the final billing invoice for that location as a credit return and clearly show value of return.
4. Removal of Equipment and product shall be at no expense to the Tribe. Any hazardous or unsafe conditions caused by such removal shall be corrected by the Vendor upon notice from the Tribe.
5. The Vendor shall be responsible for acquiring all permits and site plan approval for the installation of propane tanks at no additional cost to the Tribe.
 - a. It is expected that any replacement of existing equipment will be a replacement (i.e. tank size, offset/location, and appurtenances). Bids shall consider all costs for such exact replacements to include meeting all requirements for permits. If modifications to exact replacements are directed or required by the permit granting authority, costs associated with the modification will be a basis for additional compensation under this contract. In such event the Vendor will provide the Grants and Contracts office with a sketch of the existing installation, clearly indicating the necessary changes, with a detailed cost bid. Only that necessary directed work, which is clearly excess of an exact replacement, will be considered for additional compensation.
 - b. In the case where underground piping is currently in place, the bid should include all costs related to pressure testing such pipe. If underground pipe replacement is necessary, the cost therefore will be a basis for additional compensation as described in the immediately preceding paragraph.
 - c. The foregoing is not be construed as a basis for the Tribe being responsible for reimbursing the current Vendor for defects uncovered in its equipment and appurtenances currently in place.
 - d. The bid shall include the Vendor’s policy toward providing equipment and services for new installations.

D. Ownership

1. Title to all equipment furnished by the Vendor shall be and remain the Vendor’s and the Vendor shall be responsible for all loss of or damage to such equipment. Further, the Vendor therewith, together will all liability arising out of the negligence of the Vendor in construction, operation or maintenance of such facilities or in the furnishing of the services hereunder, shall assume all charges in connection.

E. Type of Gas

1. The gas furnished shall be commercial propane conforming to specifications and test methods as required by Federal Specification, HD5.

F. Specific Tasks

1. Equipment:

(1) The Vendor shall provide protection for individual tanks and equipment located throughout the installation in accordance with the National Fire Protection Association Code and Tribal Council Resolution 2008-81, Fire Prevention and Building Code Act.

(2) The Vendor shall properly maintain all tanks located at the listed buildings in a presentable manner, to include painting. Vendor shall meet all the safety requirements of the National Fire Protection Association Code and Tribal Council Resolution 2008-81, Fire Prevention and Building Code Act. All necessary valves, vents, piping or other devices not provided or properly installed shall be changed or installed to meet the code and regulations requirements. Such installations and/or modifications shall be made at no expense to the Tribe. All tanks shall be located as required by the NFPA # 58 and Tribal Council Resolution 2008-81, Fire Prevention and Building Code Act or as directed by the Owners Representative.

2. Operating Pressures/Maintenance:

The Vendor shall furnish propane gas to each building and to each appliance under all load conditions at a pressure of 11 inches water gauge, plus-minus 1 inch. Regulators shall be of adequate size and capacity to furnish gas at said pressure under all load conditions. The practice of setting regulators at higher pressures to provide 11 inch water gauges at maximum load will not be permitted. Two-stage regulation shall be provided at locations where storage tank capacities exceed 300 gallons (water), unless otherwise specified by the Owners Representative. First stage shall reduce from storage tank pressure to 25-30 PSIG; second stage shall reduce to 11 inches Water Gauge.

3. Meter Readings:

At the inception of the contract, the Vendor shall fill to the maximum all tanks located at the buildings listed. Thereafter, the Vendor shall refill the tanks listed on a regular schedule before they are empty or as may be otherwise specified herein. The Vendor shall meter, from meters installed on the Vendor's bulk delivery truck(s), the Liquid Petroleum Gas (Propane) supplied for consumption by the Tribe. The Vendor shall have the meters on all trucks delivering Liquid petroleum gas to Tribal Government Facilities and Gaming Enterprises, certified in writing for accuracy by the County department of Weights and Measures. The Vendor shall provide the Grants and Contracts office with a written copy of certification.

G. Testing

A. Piping:

1. If Applicable, before backfilling, after assembly, and before connection to equipment, test metallic piping at 50 psig air pressure for not less than two hours. Soap all joints. Hydrostatic test all plastic piping at 50 psig for not less than two hours.

2. There shall be no drop in pressure.

B. Final Test

1. Conduct precision test of all piping in compliance with EPA and State of New York DEC requirements. Test after piping has been completed but before paving and the system is place in operation.

2. The test shall be conducted using leak detection methods approved by State of New York DEC.

C. Gas Detectors

1. Conduct tests in accordance with the manufacturer's recommendations and agency having jurisdiction.

D. Test Results

1. Provide written certification of all test results including gas detectors to the Owner's Representative.

E. Contact Saint Regis Mohawk Tribe Compliance Department upon completion of all work for final inspection.

H. Record Drawings

A. Provide two sets of as-built plans that show the size and locations of the tank and piping system.

I. Rates:

Price increases are limited to changes in pre-selected postings as noted on the Request for Bids form, Price Revisions section. Increases in contract costs or prices to compensate for other increases in the cost of doing business, regardless of the cause or nature of such costs of the Vendor, will not be allowed during the contract period.

To view daily contract pricing, visit the following website: <http://www.joc.com/oil-prices>

J. Deliveries

Propane deliveries shall be made on an automatic keep-filled basis, maintaining, without notification, all tanks not less than half full. Vendor required to use drivers who have been trained in the Standard Operating Procedures for bulk fuel deliveries.

Delivery Schedule

1. Tribal Government Facilities: Deliver automatically every 2 weeks. All deliveries to the Saint Regis Mohawk Tribe locations shall be accepted during regular business hours, 8:00 am to 5:00 pm, Monday-Friday, holidays are excluded. Delivery of propane for generator tanks shall be on a bi-monthly schedule.

2. Akwesasne Mohawk Casino: Deliver automatically weekly and as needed. 24 hours advance notice required.

3. Mohawk Bingo Palace: Deliver automatically 2x/week, September - April and deliver automatically 1 x/week May - August. (*NOTE-Mohawk Bingo Palace relocating to Akwesasne Mohawk Casino in February 2013)

In the event the Vendor fails to deliver a regular scheduled delivery, Saint Regis Mohawk Tribe will issue written notice and supporting documentation to the Vendor. Three (3) letters of notification of non-delivery with supporting documentation within a one year period from the Saint Regis Mohawk Tribe may result in termination of the contract for cause.

If delay is foreseen, Vendor shall give thirty (30) days prior written notice to the Saint Regis Mohawk Tribe.

TERMS AND CONDITIONS

1. The contract, Vendor's Bid Form, Statement of Work, and Terms and Conditions form the contract between the Vendor and the Saint Regis Mohawk Tribe and shall be binding upon all parties hereto, their respective heirs, executors, administrators, successors and assigns.
2. Modifications, alterations, or changes to this agreement and services shall only be made by an amendment signed by both parties.
3. The Vendor is not to perform work in excess of or outside the scope of the Contract based on verbal or written requests or instructions from any Tribal personnel other than the Tribal Representative.
4. The price quoted shall include all applicable state, federal and any other taxes applicable to the work performed.
5. The Vendor's quote is payable when the Vendor has successfully performed the work as determined by the Tribal Representative.
6. The Vendor's quote shall include all cost to be incurred by the Vendor in the performance of the work.
7. Exemption Organization Certification, # EX 152433, for Saint Regis Mohawk Tribe, which certifies that the property and/or services ordered/purchased hereby are for the use of, and are being purchased by the Saint Regis Mohawk Tribe, and are therefore not subject to New York State sales and use taxes.
8. Vendor shall indemnify and hold the other Party harmless from and against all liabilities (including, but not limited to, all claims, demands, suits, losses, costs, damages, settlements, fines, fees, penalties, and other expenses, including attorney's fees), for injury or death of any person, or damage or destruction of property, caused by any negligent or willfully improper act or omission by that Party, its members, officers, employees, agents, subVendors, or independent Vendors, arising out of or resulting from the performance of the work.
9. It is expressly understood that the Vendor is acting as an independent Vendor performing their services hereunder. The Saint Regis Mohawk Tribe shall not pay any contribution to FICA, State or Federal withholding taxes or provide any other contribution or benefits which might be expected in any employer-employee relationship or which might arise as a result of the Employee being deemed to receive a salary rather than compensation as an independent Vendor.
10. During the performance of this contract, the Vendor hereby certifies to abide by all the requirements of "The Drug Free Workplace Act of 1988", Saint Regis Mohawk Tribe's TCR 2002-78 "Zero Tolerance Substance Abuse Policy, the "Lobbying Disclosure Act of 1995", Executive Order 12689, Debarment & Suspension." Further, the Vendor agrees to give preference in employment to Indians who can perform the required work, regardless of age (subject to existing laws and regulations), sex, religion, or tribal affiliation in accordance with Saint Regis Mohawk Tribe TCR 2003-204 " Indian Preference Policy.
11. The Vendor assumes full control and responsibility for the conduct of their employees.
12. This contract shall not be assigned in whole or in part, nor shall the work under the agreement be subcontracted in whole or part, without the written consent of the Saint Regis Mohawk Tribe and any assignment or subcontracting made without such consent is void and of no effect.
13. The Saint Regis Mohawk Tribe shall terminate this contract, or any part hereof, for cause in the event of any default by the Vendor, or if the Vendor fails to comply with any contract terms and conditions, or fails to provide the Saint Regis Mohawk Tribe, upon request, with adequate assurances of future performance. In the event of termination for cause, the Saint Regis Mohawk Tribe shall not be liable to the Vendor for any amount for supplies or services not accepted, and the Vendor shall be liable to the Saint Regis Mohawk Tribe for any and all rights and remedies provided by law. If it is determined that the Saint Regis Mohawk Tribe improperly terminated this contract, for default, such termination shall be deemed a termination for convenience.
14. The Saint Regis Mohawk Tribe reserves the right to terminate this contract, or any part hereof, for its sole convenience. In the event of such termination, the Vendor shall immediately stop all work hereunder and shall immediately cause any and all of its suppliers and subContractors to cease work. Subject to the terms of this agreement, the Vendor shall be paid a percentage of the contract price reflecting the percentage of the work performed prior to the notice of termination, plus reasonable charges that the Vendor can demonstrate to the satisfaction of the Saint Regis Mohawk Tribe, using its standard record keeping system, having resulted from the termination. The Vendor shall not be required to comply with the cost accounting standards or contract cost principles for this purpose. This paragraph does not give the Saint Regis Mohawk Tribe any right to audit the Vendor's records. The Vendor shall not be paid for any work performed or cost incurred that reasonably could have been avoided.
15. The Vendor shall be liable for default unless nonperformance is caused by an occurrence beyond the reasonable control of the Vendor and without its fault or negligence, such as acts of GOD or the public enemy, acts of the Saint Regis Mohawk Tribe in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, unusually severe weather, and delays of common carriers. The Vendor shall notify the Saint Regis Mohawk Tribe in writing as soon as it is reasonable possible after the commencement of any excusable delay, setting forth the full particulars in connection therewith, shall remedy such occurrence with all reasonable dispatch, and shall promptly give written notice to the of the cessation of such occurrence.
16. The Vendor and Saint Regis Mohawk Tribe shall settle all disputes arising under the contract by negotiation. If an agreement cannot be reached, the parties shall be free to exercise any legal or equitable remedies, including binding arbitration, which may be available under this contract and the law applicable thereto. Notwithstanding the foregoing, the Vendor shall proceed diligently with the performance of this contract, and in accordance with the Saint Regis Mohawk Tribe's decision, pending final decision of a dispute hereunder.
17. The Vendor agrees that should the work be performed on the Saint Regis Mohawk Tribe's premises, the Vendor shall obey the rules and regulations that are established by the Saint Regis Mohawk Tribe and shall comply with the reasonable directions of the Saint Regis Mohawk Tribe. The Vendor agrees to make all necessary measures to prevent injury and loss to persons or property located on the Saint Regis Mohawk Tribe's premises, the Vendor shall be responsible for all damages to persons or property caused by the Vendor.

TERMS AND CONDITIONS
PAGE 2

18. The Vendor shall promptly repair, to the specifications of the Saint Regis Mohawk Tribe, any damage that the Vendor may cause to the Saint Regis Mohawk Tribe's premises or equipment; on the Vendor's failure to do so, the Saint Regis Mohawk Tribe may repair such damage and the Vendor shall reimburse the Tribe promptly for the cost of the repair. The Vendor agrees that in the event to an accident of any kind, the Vendor will immediately notify the Tribal representative and thereafter furnish a full written report of such accident. The Vendor shall perform the services contemplated in the Contract without interfering with any activities of the Tribe's staff or visitors.
19. The Vendor warrants that the Vendor shall provide a quality of service at least equal to that which Vendors generally would expect of a competent Vendor in a like situation.
20. No Tribal employee of the Saint Regis Mohawk Tribe shall be admitted to any share or part of this contract or to any benefit to arise therefrom without the written consent of the Tribal Chiefs.
21. Nothing contained in this Contract or any attachments shall be construed by the Saint Regis Mohawk Tribe as a waiver of the Saint Regis Mohawk Tribe's sovereign immunity
22. The Vendor shall during the term of this contract and for a period of six years from the date of completion of the contract maintain and keep full records of his/her estimates of and actual cost to him/her of the work together with all proper quotations, contracts, correspondence, invoices, receipts and vouchers relating thereto, and shall make them available for copy, audit or inspection by any person acting on behalf of the Saint Regis Mohawk Tribe.
23. Governing Law: This contract shall be governed by and construed in accordance with the laws of the State of New York and Tribal Law of Saint Regis Mohawk Tribe. If no Tribal Law, then New York State law will be applied. In any dispute arising under the contract, Tribal Law, in the first will be applied, if applicable. If no applicable Tribal Law, then New York State law will be applied.
24. This Contract constitutes the entire agreement between the parties and may not be changed unless mutually agreed upon in writing by both parties.

CONTRACTOR'S QUALIFICATION STATEMENT

The Contractor's Qualification Statement is an important factor in evaluation of bids.

The Contractor's bid will be evaluated on the information contained in the complete bid package, including the information provided in this form and previous work performance. In order to determine credit worthiness, information from this statement will be used to obtain a credit history of the firm and/or individual(s)

Company Name: _____

Principal Office Address: _____

License Number: _____

DUN's Number (if applicable) _____

Contact person: _____

Telephone Number: _____ Fax Number: _____

How many years has your organization been in business as a contractor? _____

How many years in business under the present name? _____

If a corporation answer the following:

Date of incorporation _____

State/Province of Incorporation _____

President's name: _____

Vice-president's name: _____

Secretary or Clerk : _____

Treasurer's _____

If an individual, partnership or joint venture, list all and provide addresses:

Has your business ever failed to complete any work awarded to you? _____

If the answer is yes, when, where and why

List present contracts on hand, owner, contract amount, approximate anticipated dates of completion, percentage of work with own forces of the major projects your organization has completed in the past five years

List of suppliers

Bank References:

Statement of References

The SRMT reserves the right to contact each of the references listed for additional information regarding your firm's qualifications.

Reference No. 1

Customer Name: _____

Contact Individual: _____ Phone No: _____

Address: _____

Contract Amount: _____ Year: _____

Description of work done: _____

Reference No. 2

Customer Name: _____

Contact Individual: _____ Phone No: _____

Address: _____

Contract Amount: _____ Year: _____

Description of work done: _____

Reference No. 3

Customer Name: _____

Contact Individual: _____ Phone No: _____

Address: _____

Contract Amount: _____ Year: _____

Description of work done: _____

I/we hereby certify that all information contained herein, or referenced, is true, complete and correct to the best of my knowledge and belief. I/we (individuals, partners, principals, the corporation) are not now, nor have we been in the past, on any known contractors debarment list. By submitting this statement, I/we agree to notify the Saint Regis Mohawk Tribe if I/we are placed on a debarment list at any time while bidding/contracting on Saint Regis Mohawk Tribe's projects.

Dated this _____ day of _____, 2012.

Authorized Signature

Title

CERTIFICATION REGARDING DRUG-FREE WORKPLACE:

The VENDOR certifies that he will provide a drug-free workplace by:

- (a)** publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the VENDOR's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
- (b)** establishing a drug-free awareness program to inform employees about:
 - (1) the dangers of drug abuse in the workplace;
 - (2) the VENDOR's policy on maintaining a drug-free workplace;
 - (3) any available drug counseling, rehabilitation, and employee assistance programs; and,
 - (4) the penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
- (c)** Making it a requirement that each employee to be engaged in the performance of this Agreement be given a copy of the statement required by paragraph (a);
- (d)** Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under this Agreement, the employee will:
 - (1) abide by the terms of the statement; and
 - (2) Notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five days after such conviction;
- (e)** Notifying the OWNER within ten days after receiving notice under subparagraph (d)(2) from an employee or otherwise receiving actual notice of such conviction;
- (f)** Taking one of the following actions, within 30 days of receiving notice under subparagraph (d)(2), with respect to any employee who is so convicted:
 - (1) Taking appropriate personnel action against such an employee, up to and including termination; or
 - (2) requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State or local health, law enforcement, or other appropriate agency;
- (g)** Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a),(b),(c),(d),(e) and (f).

As the VENDOR/duly authorized representative of the VENDOR, I hereby certify the above:

Signature: _____

Date: _____

Name (print): _____

Title: _____

RETURN WITH BID FORM

CERTIFICATION REGARDING LOBBYING

The VENDOR certifies, to the best of his knowledge and belief –

- 1) that no Federal appropriated funds have been paid or will be paid by or on behalf of the undersigned to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan, or cooperative agreement;
- 2) if any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this contract, grant, loan or cooperative agreement, the undersigned shall complete and submit Standard Form A-LLL "Disclosure Form to Report Lobbying," in accordance with its instructions.

This certification is a material representation of fact upon which reliance is placed when this transaction is made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

As the VENDOR/duly authorized representative of VENDOR, I hereby certify the above:

Signature: _____

Name (print): _____ Date: _____

Title: _____

RETURN WITH BID FORM

CERTIFICATION REGARDING DEBARMENT

Debarment, Suspension, Proposed Debarment and other Responsibility Matters:

The VENDOR certifies to the best of his/her knowledge and belief that the VENDOR and/or any of his/her principals-

- (a) are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal Agency, or Tribe; and
- (b) have not within a 3 year period preceding this offer, been convicted of or had a civil judgment rendered against him for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, state, or local) contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion or receiving stolen property; and
- (c) are not presently indicted for, or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with, commission of any of the offenses enumerated in (b) above of this provision; and
- (d) have not within a 3-year period preceding this offer had one or more public transactions (Federal, State or local) terminated for cause or default.

Principals, for the purposes of this certification, means officers, directors, owners, partners, and persons having primary management or supervisory responsibilities within a business entity (e.g. general manager, plant manager, head of a subsidiary, division or business segment and similar positions).

Signature: _____

Name: _____
(Print)

Date: _____

Title: _____

CERTIFICATE OF INDEPENDENT PRICE DETERMINATION

A. The bidder certifies that-

- (1) The prices in this offer have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other bidder or competitor relating to (i) those prices, (ii) the intention to submit an offer, or (iii) the methods or factors used to calculate the prices offered;
- (2) The prices in this offer have not been and will not be knowingly disclosed by the bidder, directly or indirectly, to any other bidder or competitor before bid opening (in the case of a sealed bid solicitation) or contract award (in the case of a negotiated solicitation) unless otherwise required by law; and
- (3) No attempt has been made or will be made by the bidder to induce any other concern to submit or not to submit an offer for the purpose of restricting competition.

B. Each signature on the bid is considered to be a certification by the signatory that the signatory-

- (1) is the person in the bidder's organization responsible for determining the prices being offered in this bid or proposal, and that the signatory has not participated and will not participate in any action contrary to subparagraphs (A)(1) through (A)(3) above; or
- (2) (i) has been authorized, in writing, to act as agent for the following principals in certifying that those principals have not participated, and will not participate in any action contrary to subparagraphs (A)(1) through (A)(3) above _____
_____(insert fill name of person(s) in the bidder's organization responsible for determining the prices offered in this bid or proposal, and the title of his or her position in the bidder's organization); (ii) as an authorized agent, does certify that the principals named in subdivision (B)(2)(i) above have not participated, and will not participate, in any action contrary to subparagraphs (A)(1) through (A)(3) above; and

C. If the bidder deletes or modifies subparagraph (A)(2) above, the bidder must furnish with its offer a signed statement setting forth in detail the circumstances of the disclosure.

As the VENDOR/duly authorized representative of the VENDOR, I hereby certify to comply with the above:

Signature: _____

Date: _____

Name (print): _____

Title: _____

RETURN WITH BID FORM



St. Regis Mohawk Tribe

Compliance Department

412 State Route 37

Akwesasne, N.Y. 13655

Phone (518) 358-2272

Retail Heating Fuel Distribution Application

___ New ___ Renewal ___ Change of Information

Name: _____

DOB: _____ Tribal ID # _____

Residential Address: _____

Business Name (DBA): _____

Business Address: _____

Business Phone: _____ Business Fax: _____

Cellular Phone: _____ E-Mail: _____

I certify that I have read the Tribe's Petroleum Regulations and that I understand the obligations I will have once this application is approved. I understand and agree that failure to do so could result in the revocation of my license.

APPLICANT SIGNATURE, _____ DATE: _____

For Renewals: Has your business been issued a Notice of Violation within the last licensing period? NO/YES if yes, please explain. _____

This Application is approved by:

Chief Mark H. Garrow _____ Date _____ Chief Randy Hart _____ Date _____

Chief Ronald Lafrance Jr. _____ Date _____

This License was approved on this _____ day of _____, 20____, I _____, Director of Compliance; do hereby certify that this application is in full force and effect in accordance with the appropriate Petroleum Ordinance of the St Regis Mohawk Tribe.

Director of Compliance _____ Date _____