

SEMINOLE NATION OF OKLAHOMA

IFB –
SUPPLEMENTARY
DOCUMENTATION

AFFIDAVITS, CERTIFICATIONS, & FORMS

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4/1/2013

IFB – SUPPLEMENTARY DOCUMENTATION

Certificate of Independent Price Determination

(a) The bidder certifies that--

(1) The prices in this IFB have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other firm or competitor relating to (i) those prices, (ii) the intention to submit a proposal, or (iii) the methods or factors used to calculate the prices offered;

(2) The prices in this proposal have not been and will not be knowingly disclosed by the bidder, directly or indirectly, to any other firm or competitor before opening or contract award (in the case of a competitive proposal 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 a bid for the purpose of restricting competition.

(b) Each signature on the IFB is considered to be a certification by the signatory that the signatory--

(1) Is the person in the firm's organization responsible for determining the prices being offered in this IFB, 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.

NAME OF AGENT

TITLE

full name of person(s) in the firm's organization responsible for determining the prices offered in this IFB, 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

(iii) As an agent, have not participated, and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above.

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

[XX] [Contracting Officer check if following paragraph is applicable]

(d) Non-collusive affidavit. (applicable to contracts for construction and equipment exceeding \$50,000)

(1) Each bidder shall execute, in the form provided by the Seminole Nation of Oklahoma, an affidavit to the effect that he/she has not colluded with any other person, firm or corporation in regard to any bid submitted in response to this solicitation. If the successful bidder did not submit the affidavit with his/her proposal, he/she must submit it within seven (7) working days of bid opening. Failure to submit the affidavit by that date may render the bid nonresponsive. No contract award will be made without a properly executed affidavit.

Contingent Fee Representation and Agreement

(a) Definitions. As used in this provision:

"Bona fide employee" means a person, employed by a bidder or firm and subject to their supervision and control as to time, place, and manner of performance, who neither exerts, nor proposes to exert improper influence to solicit or obtain contracts nor holds out as being able to obtain any contract(s) through improper influence.

"Improper influence" means any influence that induces or tends to induce a Seminole Nation employee or officer to give consideration or to act regarding any contract on any basis other than the merits of the matter.

(b) The bidder represents and certifies as part of its proposal that, except for full-time bona fide employees working solely for the bidder, the bidder:

(1) [] has, [] has not employed or retained any person or company to solicit or obtain this contract; and

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(2) [] has, [] has not paid or agreed to pay to any person or company employed or retained to solicit or obtain this contract any commission, percentage, brokerage, or other fee contingent upon or resulting from the award of this contract.

(c) If the answer to either (a) (1) or (a) (2) above is affirmative, the bidder shall make an immediate and full written disclosure to the Contracting Officer.

(d) Any misrepresentation by the bidder shall give the Seminole Nation the right to (1) terminate the contract; (2) at its discretion, deduct from contract payments the amount of any commission, percentage, brokerage, or other contingent fee; or (3) take other remedy pursuant to the contract.

Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions (applicable to contracts exceeding \$100,000)

(a) The definitions and prohibitions contained in Section 1352 of Title 31, United States Code, are hereby incorporated by reference in paragraph (b) of this certification.

b) The bidder, by signing its proposal, hereby certifies to the best of his or her knowledge and belief as of December 23, 1989 that:

(1) No 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 on his or her behalf in connection with the awarding of a contract resulting from this solicitation;

(2) If any funds other than Federal appropriated funds (including profit or fee received under a covered Federal transaction) 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 on his or her behalf in connection with this solicitation, the bidder shall complete and submit, OMB Standard Form LLL, "Disclosure of Lobbying Activities;" and

Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions (applicable to contracts exceeding \$100,000) (Cont.)

(3) He or she will include the language of this certification in all subcontracts at any tier and require that all recipients of subcontract awards in excess of \$1,000,000 shall certify and disclose accordingly.

(c) Submission of this certification and disclosure is a prerequisite for making or entering into this contract imposed by section 1352, Title 31, United States Code. Any person who makes expenditure prohibited under this provision or who fails to file or amend the disclosure form to be filed or amended by this provision, shall be subject to a civil penalty of not less than \$10,000, and not more than \$100,000, for each such failure.

(d) Indian tribes (except those chartered by States) and Indian organizations as defined in section 4 of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450B) are exempt from the requirements of this provision.

Organizational Conflicts of Interest Certification

The bidder certifies that to the best of its knowledge and belief and except as otherwise disclosed, he or she does not have any organizational conflict of interest which is defined as a situation in which the nature of work to be performed under this proposed contract and the bidder's organizational, financial, contractual, or other interests may, without some restriction on future activities:

(a) Result in an unfair competitive advantage to the bidder; or,

(b) Impair the bidder's objectivity in performing the contract work.

[] In the absence of any actual or apparent conflict, I hereby certify that to the best of my knowledge and belief, no actual or apparent conflict of interest exists with regard to my possible performance of this procurement.

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Bidder's Certification of Eligibility

(a) By the submission of this proposal, the bidder certifies that to the best of its knowledge and belief, neither it, nor any person or firm which has an interest in the firm, nor any of the bidder's subcontractors, is ineligible to:

(1) Be awarded contracts by any agency of the United States Government, Seminole Nation of Oklahoma, or the State in which this contract is to be performed; or,

(2) Participate in HUD programs pursuant to 24 CFR Part 24. (Drug Free Workplace)

(b) The certification in paragraph (a) above is a material representation of fact upon which reliance was placed when making award. If it is later determined that the bidder knowingly rendered an erroneous certification, the contract may be terminated for default, and the bidder may be debarred or suspended from participation in Federal, State, and Seminole Nation contract programs.

Minimum Acceptance Period

(a) "Acceptance period," as used in this provision, means the number of calendar days available to the Seminole Nation of Oklahoma for awarding a contract from the date specified in this solicitation for receipt of bids.

(b) This provision supersedes any language pertaining to the acceptance period that may appear elsewhere in this document.

(c) The Seminole Nation of Oklahoma requires a minimum acceptance period of Sixty(60) calendar days.

(d) In the space provided immediately below, bidders may specify a longer acceptance period than the Seminole Nation of Oklahoma's minimum requirement. The bidder allows the following acceptance period:
_____calendar days.

(e) The bidder agrees to execute all that it has undertaken to do, in compliance with its bid, if that bid is accepted in writing within (1) the acceptance period stated in paragraph (c) above or (2) any longer acceptance period stated in paragraph (d) above.

Small, Minority, Women-Owned Business Concern Representation

The bidder represents and certifies as part of its offer that it --

(a) is, is not a small business concern. "Small business concern," as used in this provision, means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is offering, and qualified as a small business under the criteria and size standards in 13 CFR 121.

(b) is, is not a women-owned business enterprise. "Women- owned business enterprise," as used in this provision, means a business that is at least 51 percent owned by a woman or women who are U.S. citizens and who also control and operate the business.

(c) is, is not a minority business enterprise. "Minority business enterprise," as used in this provision, means a business which is at least 51 percent owned or controlled by one or more minority group members or, in the case of a publicly owned business, at least 51 percent of its voting stock is owned by one or more minority group members, and whose management and daily operations are controlled by one or more such individuals. For the purpose of this definition, minority group members are:

(Check the block applicable to you)

- | | |
|---|---|
| <input type="checkbox"/> Black Americans | <input type="checkbox"/> Asian Pacific Americans |
| <input type="checkbox"/> Hispanic Americans | <input type="checkbox"/> Asian Indian Americans |
| <input type="checkbox"/> Native Americans | <input type="checkbox"/> Hasidic Jewish Americans |

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Indian-Owned Economic Enterprise

The bidder represents and certifies that it:

(a) [] is, [] is not an Indian-owned economic enterprise. "Economic enterprise," as used in this provision, means any commercial, industrial, or business activity established or organized for the purpose of profit, which is at least 51 percent Indian owned.

"Indian," as used in this provision, means any person who is a member of any tribe, band, group, pueblo, or community which is recognized by the Federal Government as eligible for services from the Bureau of Indian Affairs and any "Native" as defined in the Alaska Native Claims Settlement Act.

(b) [] is, [] is not an Indian organization. "Indian organization," as used in this provision, means the governing body of any Indian tribe or entity established or recognized by such governing body. Indian "tribe" means any Indian tribe, band, group, pueblo, or community including Native villages and Native groups (including corporations organized by Kenai, Juneau, Sitka, and Kodiak) as defined in the Alaska Native Claims Settlement Act, which is recognized by the Federal Government as eligible for services from the Bureau of Indian Affairs.

Certification of Eligibility Under the Davis-Bacon Act (applicable to construction contracts exceeding \$2,000)

(a) By the submission of this proposal, the bidder certifies that neither it nor any person or firm who has an interest in the bidder's firm is a person or firm ineligible to be awarded contracts by the United States Government by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(b) No part of the contract resulting from this solicitation shall be subcontracted to any person or firm ineligible to be awarded contracts by the United States Government by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(c) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

Certification of Nonsegregated Facilities (applicable to contracts exceeding \$10,000)

(a) The bidder's attention is called to the clause entitled **Equal Employment Opportunity (Executive Order 11246)**

(b) "Segregated facilities," as used in this provision, means any waiting rooms, work areas, rest rooms and wash rooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees, that are segregated by explicit directive or are in fact segregated on the basis of race, color, religion, or national origin because of habit, local custom, or otherwise.

(c) By the submission of this bid, the bidder certifies that it does not and will not maintain or provide for its employees any segregated facilities at any of its establishments, and that it does not and will not permit its employees to perform their services at any location under its control where segregated facilities are maintained. The bidder agrees that a breach of this certification is a violation of the Equal Employment Opportunity clause in the contract.

(d) The bidder further agrees that (except where it has obtained identical certifications from proposed subcontractors for specific time periods) prior to entering into subcontracts which exceed \$10,000 and are not exempt from the requirements of the Equal Employment Opportunity clause, it will:

(1) Obtain identical certifications from the proposed subcontractors;

(2) Retain the certifications in its files; and

(3) Forward the following notice to the proposed subcontractors (except if the proposed subcontractors have submitted identical certifications for specific time periods):

Notice to Prospective Subcontractors of Requirement for Certifications of Nonsegregated Facilities

A Certification of Nonsegregated Facilities must be submitted before the award of a subcontract exceeding \$10,000 which is not exempt from the provisions of the Equal Employment Opportunity clause of the prime contract. The

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certification may be submitted either for each subcontract or for all subcontracts during a period (i.e., quarterly, semiannually, or annually).

Note: The penalty for making false statements in bids is prescribed in 18 U.S.C. 1001.

Clean Air and Water Certification (applicable to contracts exceeding \$100,000)

The bidder certifies that:

- (a) Any facility to be used in the performance of this contract is not listed on the Environmental Protection Agency List of Violating Facilities;
- (b) The bidder will immediately notify the Contracting Officer, before award, of the receipt of any communication from the Administrator, or a designee, of the Environmental Protection Agency, indicating that any facility that the bidder proposes to use for the performance of the contract is under consideration to be listed on the EPA List of Violating Facilities; and,
- (c) The bidder will include a certification substantially the same as this certification, including this paragraph (c), in every nonexempt subcontract.

Bidder's Signature

The bidder hereby certifies that the information contained in these certifications and representations is accurate, complete, and current.

(Signature and Date) _____

(Typed or Printed Name) _____

(Title) _____

(Company Name) _____

(Company Address) _____

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BID FOR: _____

PROJECT NAME: _____

The undersigned, having been familiarized with the existing conditions at the site of the work, and with the Contract documents which include the Invitation for Bid, Certifications, Affidavits, and IFB-Supplementary Documentation, Requested Bonding or Letter of Credit, the requirements for Performance and Payment Security, the form of Construction Contract, and all other documents related to this solicitation, hereby propose to furnish all supervision, technical personnel, labor, material, machinery, tools, equipment, fixtures, and services (including transportation) to perform and complete all work required within the solicitation for the sum shown below:

AMOUNT: _____

In submitting this bid, it is understood that the Nation may reject any and all proposals. If written notice of this bid is accepted, the Nation will forward to the bidder a contract and the bidder will be required to furnish the required performance and payment security within ten (10) days after the contract has been presented to the bidder.

As stated in the Invitation for Bid, the bidder has executed IFB-Supplementary Documentation – Certifications and Other Statements of Bidders containing the following Certifications, Agreements, and Statements:

- Certificate of Independent Price Determination
- Contingent Fee Representation and Agreement
- Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions
- Organizational Conflicts of Interest Certification
- Bidder's Certification of Eligibility
- Minimum Acceptance Period
- Small, Minority, Women-Owned Business Concern Representation
- Indian Owned Economic Enterprise
- Certification of Eligibility under the Davis-Bacon Act
- Certification of Nonsegregated Facilities
- Clean Air and Water Certification

DATE: _____

NAME OF BIDDER: _____

ADDRESS: _____

BY: _____

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BID BOND

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned:

_____ PRINCIPAL, and

_____ SURETY are held and firmly bound unto the Seminole Nation of Oklahoma (herein after called the "Nation") in the penal sum of Five Percent of the amount proposed, lawful money of the United States for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally.

The condition of this obligation is such that whereas the Principal has submitted this accompanying bid dated _____ for _____

Now, therefore, the Principal shall not withdraw said bid within the period specified in the Invitation for Bid the Nation will provide a written contract to the Principal within ten (10) days. The Principal will provide the required Performance and Payment Bond and/or security for the faithful performance and proper fulfillment of such contract, or in the event of the withdrawal of said bid within the period specified, or the failure to enter into such contract and give security within the time specified, the Principal shall pay the Nation the difference between the amount specified in the bid and the amount for which the Nation may procure the required work or supplies or both. If the latter amount be in excess of the former, then the above obligation shall be void and of no effect, otherwise it shall remain in full force and effect.

In Witness Whereof, the above-bound parties have executed this instrument this _____ day of _____, the name and corporate seal of each corporate party being hereto affixed and these presents duly signed by its undersigned representative, pursuant to authority of its governing body.

Principal

Surety

Name and Title

Name and Title

Note: Signatures must be notarized. Power of Attorney for person signing for Surety Company must be attached to the Bond.

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PERFORMANCE AND PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS:

That we, _____ Principal and

_____ as Surety are held firmly bound unto

Seminole Nation of Oklahoma hereinafter called the owner, in the penal sum of

_____ (\$_____)

for the payment of which sum we bind ourselves, our heirs, executors, administrators and successors, jointly and severally.

Whereas, Principal has entered into a certain Contract with the Owner, dated _____ a copy of which is hereto attached and made a part hereof;

Now Therefore the condition of this obligation is such that if the Principal shall in all respects fully perform the Contract and all duly authorized modifications thereof during its original term and any extensions thereof that may be granted and during any guaranty period for which the Contract provides, and if the Principal shall fully satisfy all claims arising out of the prosecution of the work under the Contract and shall indemnify the Owner for all expenses which it may incur by reason of such claims including its attorney's fees and court costs, and if the Principal shall make full payment to all persons supplying labor, services, materials, or equipment in the prosecution of the work under the Contract, in default of which such persons shall have a direct right of action hereupon, and if the Principal shall pay or cause to be paid all sales and use taxes payable as a result of the performance of the Contract as well as payment of gasoline and special motor fuel taxes in the performance of the Contract and all motor vehicle fees required for commercial motor vehicle used in connection with the performance of the Contract then this obligations shall be void, otherwise it shall remain in full force and effect. No modification of the Contract or extension of neither the term thereof, nor any forbearance on the part of the Owner shall in any way release the Principal or the Surety from liability hereunder. Notice to the Surety of any such modification, extension, or forbearance is hereby waived.

In Witness Whereof the aforesaid Principal and Surety have executed this instrument and affixed their seals hereto this _____ day of _____.

Principal

Surety

Name and Title

Name and Title

Note: Signatures must be notarized. Power of Attorney for person signing for Surety Company must be attached to the Bond.

The rate of premium on this bond is _____ per thousand. The total amount of premium charge is: _____.