

**CHITIMACHA TRIBE OF LOUISIANA  
IHBG - HOUSING DEVELOPMENT PROJECT  
REQUEST FOR PROPOSALS**

**(15 Single Family Modular Homes on the Chitimacha Reservation)**



**PROJECT NO.: 20ICLA02900**

**August 16, 2022**

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## **PROJECT INTRODUCTION**

The Chitimacha Tribe of Louisiana (the “Tribe” and “Owner”) is requesting proposals (“RFP”) for fifteen (15) single family modular homes (9)-Three Bedroom, (1)-Three Bedroom ADA, (3)-Four Bedroom, and (2)-Two Bedroom) units on the Chitimacha Reservation as part of its Housing Development Project (“Project”). The Owner intends to use this Proposal/Bid process to identify a home manufacturer to undertake the Project which, upon completion, will be managed by the Chitimacha Housing Authority.

The Tribe is seeking Proposals/Bids for the Project described in the Bidding Documents. This will be a turn-key project and the Proposal/Bid must include all relevant qualifications of Bidder (including experience, professional discipline, specialties) and other information necessary for the Owner to evaluate Bidder’s demonstrated understanding of the Project requirements, technical approach, work plan, technical capabilities, demonstrated experience in performing similar work, and demonstrated successful past performance. Bidders are invited to do a pre-submission site inspection and can make an appointment to do so with the Tribal Development office. The Owner will be available to discuss questions concerning the Project site.

This RFP sets forth the process and terms for the Project and the qualifications and time periods pertaining to it. The Owner will not be held liable for any expenses incurred by Bidder in responding to this RFP (including delivery of the proposal and any site inspections). All items necessary for the proper execution and completion of the Project will be considered by Bidder and included in the Proposal/Bid. All modular homes are to be in accordance with the International Residential Building Code, the National Electric Code and the Louisiana Plumbing Code, as well as meet the criteria for wind zone III, (140 mph). All mechanical systems must be included in the pricing submitted by the Proposer. If any upgrades to the units, or deductive allowances, please include a complete listing in your RFP submittal.

The living area, (conditioned space), square footage for the three bedroom units should be between 1,450 and 1,600 sf. The living area, (conditioned space), square footage for the four bedroom units should be between 1,750 and 1,900 sf. The living area, (conditioned space), square footage for the two bedroom units should be between 1,250 and 1,500 sf. The Proposer must list each unit identified for each lot, list the cost for the unit plus detail any associated upgrades and its respective cost that the Tribe may choose. In addition, the Proposer must list and detail any fee that is required for habitation of the housing unit, to include; foundation, utility connections, driveway, transportation, delivery, set-up, etc. The Tribe may elect to contract with the selected proposer for all items listed, or may elect to contract for the housing units only. Driveways are currently stopped at the Right of Way. And all Lots have a setback from Right of Way of 40’.

All price proposals must be arrived at independently by Bidder, without, for the purpose of restricting competition, collusion, consultation, communication or agreement with any other bidder or competitor relating to (i) prices, (ii) the intention to submit a bid, or (iii) the methods or factors used to calculate the prices offered. Each signature on the Proposal/Bid will be considered to be a certification by the signatory that the signatory is the person in Bidder’s organization responsible for determining the prices being offered, and that Bidder has not participated and will not participate in any action contrary to this paragraph. Bidder must execute a Non-Collusion Affidavit, in the form set forth on Exhibit D, certifying that Bidder has not colluded with any other person, firm or corporation in regard to the Proposal/Bid submitted in response to this RFP. **No contract award will be made without the properly executed affidavit.**

The successful Bidder will have full and reasonable cooperation of the Owner and its development and administrative staff throughout the duration of the Project and/or term of the contract. The successful Bidder will have reasonable access to Owner’s designated administrative personnel; provided however, that the Chitimacha Tribal Council acting on behalf of the Owner, or through its authorized “Owner’s Representative”, will have and retain complete and final decision making authority on all matters relating to the completion of the Project. The Tribal Council may also designate personnel or other authorized representatives to assist the Owner’s Representative in the proper oversight and administration of the Project as needs may dictate. The Tribal Council will work with the successful Bidder to ensure proper communication and accountability among all entities and persons involved with the Project.



**PART ONE – PROCUREMENT AND PREPARATION OF BIDS**

1.1 LIST OF DRAWINGS

This Section lists contract drawings for the Chitimacha Tribe of LA Housing Project.

Drawing Number	Drawing Title
1	<b>Biloxi Lane Lots 500-506 General Lot Layout</b>
2	<b>Natchez Way Lots 507-514</b>
3	Lots 500-503
4	Lots 504-507
5	Lots 508-511
6	Lots 512-514

1.2 ADVERTISEMENT FOR BIDS

Sealed bids will be received for the turn-key provision of **15 Homes (9-Three Bedroom, 1-Three Bedroom ADA, 3-Four Bedroom and 2-Two Bedroom housing units) on the Chitimacha Reservation**, as described in the Bidding Documents, at the Chitimacha Development Office, 3221 Chitimacha Trail, Charenton, LA 70523 until **10:30 AM (local time) on SEPTEMBER 29th, 2022**, at which time and place, the Proposals/Bids will be publicly opened and read aloud. Proposals/Bids received after the time set forth above for opening of bids will not be considered and will be returned unopened. Bids must be submitted in the form required by this RFP.

The Bidding Documents (RFP and included drawings, Proposal / Bid Form and other pertinent documents) may be examined at the Chitimacha Development Office – 3221 Chitimacha Trail, Charenton, LA 70523. Electronic copies may be obtained by emailing [Kica@chitimacha.gov](mailto:Kica@chitimacha.gov) or by calling (337) 923-4000.

There will be no pre-bid conference for the Project. Bidder is responsible for making site visitations in preparation of Proposal/Bid.

To qualify to bid, Bidder must be a properly licensed, commensurate with scope of this Project. Bidder may withdraw Proposal/Bid within forty-eight (48) hours of the bid opening, excluding Saturdays, Sundays and legal holidays.

Any questions or clarifications must be submitted to the “Owner’s Representative” at the Chitimacha Development Office, in writing, a minimum of five (5) days prior to the bid opening date. Addenda may be issued to all prospective Bidders a minimum of 48 hours prior to the bid opening date. Only information provided within written addenda issued by the Owner’s Representative will be considered binding.

Preference in the award of this Project will be given to Indian-Owned Economic Enterprises and Alaska Native contractors (“Native Contractor”). Native Contractor means an Alaska/Indian-owned (not less than 51%) commercial, industrial, or business enterprise established or organized for profit, and such ownership must encompass active operational control of the enterprise on a continuing basis for the duration of the Project. The Owner will give preference to a Native Contractor so long as the Proposal/Bid submitted by the Native Contractor does not exceed the lowest bid submitted by more than five-percent (5%). Any Bidder claiming Indian Preference will be required to submit evidence satisfactory to the Owner to be eligible for such preference.

Any person with disabilities requiring special accommodations must contact the Owner’s Representative no later than seven (7) days prior to the bid opening.



### 1.3 INSTRUCTIONS TO BIDDERS

This RFP describes the process by which evaluations of the proposals will be conducted, and how the successful Bidder will be selected. It is important that the requirements be carefully read and considered, as failure to include required information may result in the rejection of the Proposal/Bid without further consideration. The Owner reserves the absolute right to reissue this RFP or subsequent RFPs, if insufficient proposals are received. For purpose of this RFP, the Bidder will be defined to include a single entity, a consortium or a teaming of qualified specialty entities functioning as an integrated and collaborative effort to complete the Project.

#### 1.3.1 Copies of Bidding Documents

Complete sets of Bidding Documents must be used in preparing Bids; the Owner assumes no responsibility for errors or misinterpretations resulting from the use of incomplete sets of Bidding Documents. The Owner is making copies of Bidding Documents available on the above terms and does so only for the purpose of obtaining Bids for the Project and do not confer a license or grant for any other use of the Bidding Documents.

#### 1.3.2 Qualifications and Experience of Bidders

To demonstrate Bidder's qualifications to perform the Work, within five days of Owner's request, Bidder will submit written evidence such as previous experience, present commitments, and such other data required by this RFP. Bidder must be able to fulfill all required disciplines and functions for successful Project completion.

Background information and firm profile – The Proposal/Bid should provide information about all primary components of an individual Bidder, or if multiple entities are utilized, then for each material participant. The Owner can provide guidance regarding this requirement if needed. The proposal must contain the following:

- Names, designations, any pertinent licensing and positions of the individuals that will be preparing the proposal
- History of the firm
- Entity reputation in prospective industry
- Any pertinent Licensing or registration of the firm
- Comparable projects performed by the firm recently (last five years) and, if publicly available, names of the owners and contact persons
- Other information about the firm and deemed necessary

#### 1.3.3 Examination of Bidding Documents, Other Related Data, and Site

Additional information reasonably required by Bidder to prepare the Proposal/Bid relating to existing surface and subsurface structures on or contiguous to the Project site, or other physical characteristics of the site, may be requested in writing. Owner may furnish any available information to Bidders by Addendum. Bidder may rely on the "technical data" contained in the Bidding Documents and other reports provided by the Owner to prepare the Proposal/Bid. Bidder is responsible for any interpretation or conclusion Bidder draws from any interpretations, opinions, or other information contained in, shown or indicated in the Bidding documents or other reports and drawings.

A. It is the responsibility of Bidder before submitting a Proposal/Bid to:

1. Examine and carefully study the Bidding Documents and any Addenda.
2. Visit the Project site to become familiar with the general, local, and site conditions that may affect cost, progress, and performance of the Work.



3. Become familiar with all federal, tribal, state and local laws, regulations and building codes that may affect cost, progress, or performance of the Work.
  4. Carefully study (or accept consequences for not doing so) all additional or supplementary examinations, investigations, explorations, tests, studies, and data concerning conditions (surface, subsurface, and Underground Facilities) at or contiguous to the Project site which may affect cost, progress, or performance of the Work.
  5. Agree at the time of submitting Proposal/Bid that no further examinations, investigations, explorations, tests, studies, or data are necessary for the determination of the Proposal/Bid for performance of the Work at the price(s) proposed/bid and within the times and in accordance with the terms and conditions set forth in this RFP.
  6. Promptly give Owner written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder discovers in the Bidding Documents and confirm that the written resolution thereof by Owner is acceptable to Bidder.
  7. Determine that the Proposal/Bid documents are generally sufficient to indicate and convey understanding of all terms and conditions for the performance of the Work.
- B. The submission of a Proposal/Bid will constitute an incontrovertible representation by Bidder that Bidder has complied with every requirement of this Section 1.3.3, that without exception the Proposal/Bid is premised upon performing and furnishing the Work required by the Bidding Documents, conforms with any specific means, methods, techniques, sequences, and procedures of construction that may be shown or indicated or expressly required by the Bidding Documents, that Bidder has given Owner written notice of all conflicts, errors, ambiguities, and discrepancies that Bidder has discovered in Proposal/Bid documents and the written resolutions thereof by Owner are acceptable to Bidder, and at that the Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performing and furnishing the Work.

#### 1.3.4 Project Site and Other Areas

The Project site is identified in the Proposal/Bid documents.

The Bidder acknowledges that it has taken steps reasonably necessary to ascertain the location and physical characteristics of the Project location, and that it has investigated and satisfied itself as to general and local conditions which can affect the Work or its cost, including but not limited to:

- (1) conditions bearing upon transportation, disposal, handling, and storage of materials;
- (2) locations of water, and electrical power (utility services consumed to be paid for by the Contractor);
- (3) uncertainties of weather or physical conditions at the site;
- (4) the conformation and conditions of the ground; and
- (5) the character of equipment and facilities needed preliminary to and during performance of the Work.

All additional land and access thereto required for temporary equipment, or storage of materials and equipment to be incorporated in the Work will be considered by Contractor and included in the Proposal/Bid.

#### 1.3.5 Interpretations and Addenda

- A. All questions about the meaning or intent of the Bidding Documents are to be submitted to the Owner in writing. Interpretations or clarifications considered necessary by the Owner in response to such questions will be issued by Addenda emailed or mailed and delivered to all parties recorded by the Owner as having received the Bidding Documents. Questions received less than five (5) days prior to the date for opening of Bids may not be answered. Only questions answered by Addenda will be binding.



Oral and other interpretations or clarification will be without legal effect. Addenda may be issued to clarify, correct, or change the Bidding Documents as deemed advisable by the Owner.

Additional information requests and any other contact should be directed to:

Chitimacha Tribe of Louisiana  
Housing Development Project - RFP  
Attn: Brian Headley  
P.O. Box 661  
155 Chitimacha Loop Road  
Charenton, LA 70523  
337.923.4000  
Email: brian@chitimacha.gov

- B. Other than the designated Owner's Representative, under no circumstance will Bidders have any direct contact with any member of the bid evaluation committee, unless authorized by Owner, in its sole discretion, in writing. Failure to adhere to this requirement will be cause for immediate rejection of the Proposal/Bid without further consideration or notice.

#### 1.3.6 Conflicts of Interest and Eligibility

- A. Bidder will certify by signing the Bid Form and Qualification Statement that to the best of its knowledge and belief and except as otherwise disclosed, Bidder does not have any organizational conflict of interest which is defined as a situation in which the nature of work to be performed for the Project and the Bidder's organizational, financial, contractual, or other interests may, without some restriction on future activities:
  - 1. Result in an unfair competitive advantage to the Bidder; or,
  - 2. Impair the Bidder's objectivity in performing the Work.
- B. Bidder, its officers, members, partners, employees or representatives must have no interest, direct or indirect, which would conflict or compromise in any way or degree, the performance of the Work. Bidder must inquire of its officers, members, partners and employees concerning such interests prior to submitting the Proposal/Bid. Any such interests discovered will be promptly brought to the attention of the Owner.
- C. By submission of the Proposal/Bid, the Bidder certifies that to the best of its knowledge and belief, neither Bidder, nor any person or firm which has an interest in the Bidder's firm, nor any of the Bidder's subcontractors, is ineligible to be awarded contracts by the Chitimacha Tribe of Louisiana or any agency of the United States Government, HUD, or the State of Louisiana.

#### 1.3.7 Certificate of Independent Price Determination

Signature on the Bid Form is considered to a certification by the signatory that the:

- A. The prices in the Proposal/Bid have been arrived at independently, without, for the purpose of restricting competition, and consultation, communication, or agreement with any other Bidder or competitor relating to those prices, the intention to submit a bid, or the methods or factors used to calculate the prices offered;
- B. The prices in the Proposal/Bid have not been and will not be knowingly disclosed by the Bidder, directly or indirectly, to any other Bidder or competitor before bid opening or contract award unless other required by law; and



- C. No attempt has been made or will be made by the Bidder to induce Bidder to submit or not to submit a bid for the purpose of restricting competition.

1.3.8 Section Intentionally left blank

1.3.9 Substitute and "Or-Equals" Items

- A. The contract, if awarded, will be on the basis of materials and equipment specified or described in the Bidding Documents, or "or-equal" materials and equipment as defined in the General Requirements, or those substitute materials and equipment approved by the Owner and identified by Addendum issued to all prospective Bidders. Bidders may not rely upon approvals made in any other manner. The materials and equipment described in the Bidding Documents establish a standard or required type, function and quality to be met by any proposed substitute or "or-equal" item. No item of material or equipment will be considered by the Owner as a substitute unless written request for approval has been submitted by the Bidder and has been received by the Owner at least fifteen days prior to the date for receipt of Bids.
- B. Request for Owner's clarification of materials and equipment considered "or-equal" must be received by the Owner at least five days prior to the date for receipt of Bids.
- C. After award of contract, if any, no material or equipment substitutions or "or-equal" items will be allowed at any time during the duration of the Project without prior written approval from the Owner or Owner's Representative. With respect to any approved substitution or "or-equal" item(s), the successful Contractor will provide any credit as a result of the material cost, or labor to install the substitution or "or-equal" item(s). Reflective documentation will be required.

1.3.10 Subcontractors, Suppliers, and Others

Bidder must identify in writing all Subcontractors, Suppliers, individuals, or entities proposed by Bidder for any portions of the Work for which identification may be required by Owner. Bidder will furnish such information within five days following Bid opening, if requested by Owner. The contract between the successful Bidder and its Subcontractor(s) or Supplier(s) will contain provisions whereby the Subcontractor or Supplier waives all rights against the Owner and all other individuals or entities identified to be listed as insureds or loss payees (officers, directors, members, partners, employees, agents, consultants) for all losses and damages caused by, arising out of, relating to, or resulting from any of the perils or causes of loss covered by such policies and any other property insurance applicable to the Work. If the insurers on any such policies require separate waiver forms to be signed by any Subcontractor or Supplier, the successful Bidder will obtain the same.

1.3.11 Preparation of Proposal/Bid

Bidder will furnish all the information required by the RFP. All blanks on the Proposal/Bid form included in this RFP will be completed in ink or by typewriter and the Proposal/Bid signed in ink. Erasures or alterations will be initialed in ink by the person signing the form. Proposal/Bid prices should include the total cost (including out-of-pocket costs) of the Work. **The contract price will be based upon the assumption that construction materials and equipment will be exempt from state sales and use taxes.**

A Proposal/Bid will show the Bidder's name, business address, postal address (if different than business address), email address, and telephone number. A Bid by a joint venture will show the official address and other related contact information of the joint venture on the Bid form. Bids signed by an agent will be



accompanied by evidence of that agent's authority. All names will be printed in ink below the signatures. Bidder's state contractor license number will also be shown on the applicable Bid forms.

1.3.12 Submittal of Bid

- A. The Proposal/Bid must be submitted no later than the date and time prescribed and at the place indicated in this RFP. If a Proposal/Bid is sent by mail, it must be enclosed in a sealed envelope plainly marked with the notation "BID DOCUMENTS", addressed to the Owner at the address provided in this RFP, and accompanied by any other required documents. Electronic submittals are allowed, permitted they are in a "pdf" format and legible. If a Proposal/Bid is sent by mail or other delivery system, Bidder is responsible for the mail or other delivery system delivering the Bid at the place and prior to the time required by this RFP. By responding to this RFP and submitting a Proposal/Bid, Bidder is agreeing to the terms, conditions, and requirements set forth herein, unless expressly noted in writing in the Proposal/Bid.
- B. **Proposal format** – The original copy (marked as such) is required to be in the following format:
- Title page, indicating the subject matter of the proposal, proposing firm's name, name, address and telephone number of the contact person, and the date of the Proposal/Bid;
  - Table of contents
  - Detailed proposal:
    - o Background information and firm profile
    - o Scope of work to be performed
    - o Qualifications and experience
    - o Proposer's Qualification Statement
    - o Proposal/Bid forms
- C. The detailed proposal should be prepared simply and economically, providing a concise description of the Bidder's capabilities to perform the Work contemplated by this RFP. While additional detail may be presented, such detail, beyond that needed to respond to the requirement of the RFP is not required.

The Proposal/Bid is submitted to Owner as follows:

Chitimacha Tribe of Louisiana  
Attn: Brian Headley, Business & Development Director

**Mailing Address: (USPS)**

P.O. Box 661  
Charenton, LA 70523

**Physical Address: (UPS or FedEx)**

3221 Chitimacha Trail  
Jeanerette, LA 70544

**Electronic PDF Submittal:**

brian@chitimacha.gov

1.3.13 Modification and Withdrawal of Bid

A bid may be modified or withdrawn by an appropriate document duly executed Bidder, in the same manner that a Proposal/Bid must be executed and delivered, prior to the date and time for the opening of Bids. The



Bidder has 48 hours prior to bid opening, excluding Saturdays, Sundays and legal holidays, to withdraw the Proposal/Bid.

1.3.14 Opening of Bids

Proposals/Bids will be opened at the time and place indicated in this RFP and, unless obviously non-responsive, read aloud publicly. The Owner may, at its discretion, extend the deadline for delivery of proposals by using an Addendum. All submissions will be dated and timed stamped to verify official date and time of receipt. The Owner will issue a statement to all Bidders if a contract has been awarded.

1.3.15 Bids to Remain Subject to Acceptance

All Proposal/Bids will remain subject to acceptance for the period of time stated in this RFP, but the Owner may, at its sole discretion, release any Proposal/Bid and return the Bid to the Proposer.

1.3.16 Evaluation of Bids and Award of Contract

- A. The contract award will be made in the best interests of the Chitimacha Tribe of Louisiana. The Owner reserves the absolute right to reject any or all Proposals/Bids, including without limitation, nonconforming, nonresponsive, unbalanced, or conditional Proposal/Bids. The Owner further reserves the right to reject the Proposal/Bid of any Bidder whom it finds, after reasonable inquiry and evaluation, to be non-responsible. Owner also reserves the right to waive all informalities not involving price, time, or changes in the Work and to negotiate contract terms with the Successful Bidder.
- B. Firms or entities that do not possess the full complement of services or skill sets required to complete the Project may combine in a joint venture; provided that, if selected, only one participating company will be deemed the Bidder and who will bear primary and complete responsibility for completion of the Project and contract obligations. Reasonable grounds for believing that any Bidder has an interest in more than one Proposal/Bid for the Work may be cause for disqualification of that Bidder and the rejection of all Proposals/Bids in which that Bidder has an interest.
- C. The Owner will consider the qualifications of Bidders and may consider the qualifications and experience of Subcontractors, Suppliers, and other individuals or entities identified in the Proposal/Bid.
- D. The Owner may conduct such investigations as the Owner deems necessary to establish the responsibility, qualifications, and financial ability of Bidders, proposed Subcontractors, Suppliers, individuals, or entities identified in the Proposal/Bid.
- E. The Owner will award the contract to the responsible Bidder whose Bid conforms with all the material terms and conditions of this RFP.
- F. All contract awards are contingent upon the appropriation of funds.
- G. Preference in the award of this Project will be given to Indian-Owned Economic Enterprises and Alaska Native contractors ("Native Contractor"). Native Contractor means an Alaska/Indian-owned (not less than 51%) commercial, industrial, or business enterprise established or organized for profit, and such ownership must encompass active operational control of the enterprise on a continuing basis for the duration of the Project. The Owner will give preference to a Native Contractor so long as the Proposal/Bid submitted by the Native Contractor does not exceed the lowest bid submitted by more than five-percent (5%). Any Bidder claiming Indian Preference will be required to submit evidence satisfactory to the Owner to be eligible for such preference.
- H. Any contract award resulting from this RFP may be cancelled by the Owner upon 30 days written notice prior to the execution of a binding contract.



- J. In the event of bankruptcy or receivership of the successful Bidder, the contract award may, in the Owner's sole discretion, be deemed null and void, and terminated without further notice.

1.3.17 Section Intentionally Left Blank

Attorneys-in-fact who sign Bid Bonds or Performance and Payment Bonds must file with each Bond, a certified and effectively dated copy of their power of attorney.

1.3.18 Vendor Approved List

Prior to any award, the apparent successful Bidder must complete a Tribal Application to be included on the "CTL Approved Vendor List". The Contractor (and any other Subcontractor or Supplier at the request of the Owner) is required to provide specific information (legal name, address and federal identification number) prior to receiving payment for goods or services from the Owner.

1.3.19 Wage Rate Requirements

- A. There are no wage rate requirements for the Proposers, their suppliers and sub-contractors if the entirety of the project is completed through the selected Proposer.
- B. By the submission of the Proposal/Bid, 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 CFT 5.12(a)(1).
- C. No part of the contract resulting from this solicitation will 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 CFT 5.12(a)(1).

1.3.20 Bid Protests

Disagreements over the award of a contract, referred to as protests, may occasionally arise between the Owner and Bidder. Usually, the Bidder asserts that Bidder should have received the contract award and alleges that the Owner did not conduct the competition appropriately.

- A. Owner, in accordance with sound business judgement, is responsible for the settlement of protests arising from the bidding process.
- B. Providing a formal, objective means for Bidders to receive an unbiased hearing of their concerns is critical to preserving the integrity and confidence in the Owner's procurement operations. Therefore, the Owner has adopted written procedures for handling and resolving protests against its contract awards. These are included in the Owner's procurement policy.
- C. All bid protests will be resolved in accordance with the Chitimacha Tribe protest policy and procedures (attached hereto as an Exhibit F).



**PART TWO – CONSTRUCTION CONTRACT**

**2.1 EVIDENCE OF INSURANCE**

When Contractor delivers the executed counterparts of the contract to the Owner, Contractor will deliver the following:

- A. Contractor will deliver to the Owner, with copies to each additional insured and loss payee certificates of insurance (and other evidence of insurance requested by the Owner or any other additional insured) which Contractor is required to purchase and maintain.
- B. The limits of liability for insurance required by this RFP must provide coverage for not less than the following amounts or greater where required by applicable laws and regulations:
  - 1. Workers' Compensation and related coverages:
    - a. State: Statutory
    - b. Applicable Federal (e.g., Longshoremen's) Statutory
    - c. Employer's Liability \$1,000,000
  - 2. Contractor's General Liability which will include completed operations and product liability coverages and eliminate the exclusion with respect to property under the care, custody, and control of the Contractor:
    - a. General Aggregate \$1,000,000
    - b. Products-Completed Operations Aggregate \$1,000,000
    - c. Personal and Advertising Injury \$1,000,000
    - d. Each Occurrence (Bodily Injury and Property Damage) \$1,000,000
    - e. Property Damage liability insurance will provide Explosion, Collapse, and Underground coverages where applicable.
    - f. Excess or Umbrella Liability:
      - 1. General Aggregate \$3,000,000
      - 2. Each Occurrence \$3,000,000
  - 3. Automobile Liability
    - a. Bodily Injury:
      - 1. Each Person \$500,000
      - 2. Each Accident \$1,000,000
    - b. Property Damage:
      - 1. Each Accident \$ N/A
    - c. Combined Single Limit of: \$1,000,000

Automobile Liability policies will contain either a and b together, or c alone.
  - 4. The Contractual Liability coverage shall provide coverage for not less than the following amounts:
    - a. Bodily Injury:
      - 1. Each Person \$500,000
      - 2. Each Accident \$1000,000
    - b. Property Damage:
      - 1. Each Accident \$500,000
      - 2. Annual Aggregate \$1,000,000
  - 5. Additional Insured:
    - a. Tribe: Chitimacha Tribe of Louisiana



6. Subrogation requirements my apply

2.2 SELECTED PROPOSER RESPONSIBILITIES

Selected Proposer will supervise and direct the Work, using their best skill and attention. Selected Proposer will be solely responsible for, and have control over, construction means, methods, techniques, sequences and procedures and for coordinating all portions of the Work under the Contract, unless the Contract Documents give other specific instructions concerning these matters. In accordance with the terms of the Contract and will agree to:

- Manage the construction and submittal schedules;
- Provide complete drawing sets for review and approval by a Tribal Inspector, prior to any unit being placed into production;
- Employ competent superintendent and necessary assistants who will be at the Project site during performance of the Work;
- Review Contract Documents and promptly report to Owner's Representative any nonconformity discovered or made known to Contractor;
- Ensure timely delivery of materials for the construction;
- Secure and pay for permits, fees, licenses and inspections by Tribal or governmental agencies with jurisdiction over the Project as necessary for proper execution and completion of the Work, unless otherwise provided in the Contract Documents;
- Warrant to Owner that materials and equipment furnished under the Contract will be of good quality and new unless the Contract Documents require or expressly permit otherwise;
- Prepare and regularly update progress schedules, and supply enough properly skilled workers to timely complete the Project;
- Perform the work in conformance with the Contract Documents and within budget and on time;
- Keep the premises and surrounding areas of the Project site free from accumulation of waste materials or rubbish caused by operations under the Contract;
- Repair any damage caused by Proposers work crews or sub-contractors;
- Communicate and coordinate the Work with the Owner's Representative and consultants;
- Comply with Inspection requirements;
- Maintain and supervise all safety precautions and programs in connection with the performance of the Work;
- Comply with and give notices required by laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities having jurisdiction over the Project applicable to the Work; and
- As record of the Work constructed, maintain at the site for the Owner one copy of the Modular unit drawings, specifications, addenda, any Change Orders and other Modifications, in good order and marked currently to indicate changes and selections made.

2.3 TRIBAL/FEDERAL LAWS AND REGULATIONS

Selected Proposer will comply with all applicable Chitimacha Tribe of Louisiana laws, rules regulations and procedures applicable to the Work. Because the Contractor will be paid with federal funds, it will be the responsibility of the Selected Proposer to comply with all applicable federal contract provisions per the Code of Federal Regulations, Title II, Part 200, Appendix II, which will be incorporated into and form part of the Contract.

2.4 SALES AND TAXES

- A. The Owner is exempt from local and Louisiana State sales and use taxes on materials and equipment to be incorporated into the Work, and will not pay or reimburse such taxes. Owner will provide Selected Proposer with any tax exemption certificates or other documents reasonably requested for the purpose of obtaining or proving exemption from sales and use taxes, upon which they may rely, and will comply with applicable state regulations.



All applicable Taxes (less any except value added, sales, and use taxes) and social charges (including withholding Taxes) are included in their rates and prices and the Owner will have no responsibility to separately reimburse Selected Proposer for any such Taxes or social charges.

- B. Selected Proposer will be liable and responsible for the reporting, filing and payment of any income, business, gross receipts, excise, payroll, unemployment, medical, social or any other tax measured by Contractor's income, imposed directly or indirectly on the Selected Proposer as a result of the performance of the Work, and will defend, indemnify and hold the Owner harmless from any and all claims, judgments, losses, expenses and any costs related thereto (including court costs and attorney's fees) and for all such taxes which may be assessed or levied directly or indirectly against the Owner by any taxing authorities claiming jurisdiction over the Project, the Contract, or the Work performed by Selected Proposer or its Sub-Contractors.

## 2.5 GRATUITIES

Selected Proposer must warrant that it has not employed any company or person other than a bona fide employee working solely for the firm or a company regularly employed as the firm's marketing agent, to solicit or secure the contract, and that it has not paid or agreed to pay any person or company any fee, commission, percentage, brokerage fee, gift or any other compensation or consideration contingent upon or resulting from the award of the contract under the solicitation.

## 2.6 PRE-CONSTRUCTION CONFERENCE AND NOTICE TO PROCEED

- A. Before commencement of the Work, a pre-construction conference attended by the Owner's Representative, Selected Proposer, and others as appropriate, will be held to establish a working understanding of the Project requirements and discuss Selected Proposer's construction schedule, submittal procedures and schedules, Owner required information, processing applications for payment, maintaining required records, and other contract administration matters.
- B. Selected Proposer will commence Work upon receipt of a written Notice to Proceed from the Owner. Preliminary work is encouraged to ensure timely completion. To the extent that the Owner and Selected Proposer implement a pre-construction agreement(s) and/or limited authorizations(s) to proceed in advance of executing the Contract, those terms control for the Work designated therein.

## **PART THREE – GENERAL REQUIREMENTS**

### 3.1 INVOICING AND PROGRESS PAYMENTS

- A. The Owner will pay Selected Proposer the price as provided in the Contract. The Owner cannot and will not pre-pay for any expenses or materials. Selected Proposer must agree to submit payment applications (Exhibit K Application for Payment Form), in arrears, to the Owner. Progress payments will be based on the percentage of the Work completed, at progress points determined by the schedule of values approved by the Owner, but not more frequently than monthly.
- B. Prior to the Owner processing the payment application, Selected Proposer must submit the following documentation:
- Certified payroll for the Davis-Bacon Act (WH-347 Form); - if applicable;
  - An updated Project schedule and schedule of values;
  - Lien Waivers from material Suppliers and Subcontractors for previous payment applications;
  - Copies of Safety meetings listing the topic and sign in of attendees;
  - Safety and Inspection Reports;



- Any other information deemed necessary for the Owner to approve and process payment.

C. Owner may withhold payment of any disputed amounts in accordance with the Contract, including amounts for Work that does not fully comply with all the terms, conditions, specifications and requirements of the Contract Documents. Any and all disputes between Owner and Selected Proposer will be resolved in accordance with Section 3.4 Disputes/Arbitration of this RFP. Owner will pay on a timely basis the undisputed part of the application for payment.

### 3.2 RETAINAGE AND FINAL PAYMENT

- A. Progress payments will be made in accordance with Section 3.1 Invoicing and Payments. The Owner will be entitled to retain five (5%) percent of all invoiced amounts until thirty (30) days after Owner's final acceptance of the Work, adjusted for Work that is not in accordance with requirements of the Contract Documents.
- B. After Selected Proposer has, in the opinion of the Inspector and the Owner, satisfactorily completed all corrections identified during the final inspection and has delivered all items described in paragraph C. below, Selected Proposer may make the application for final payment.
- C. The final Application for Payment must be accompanied (except as previously delivered) by:
1. all documents and information required by the Contract or reasonably requested by Owner;
  2. evidence of additional insured continuation to remain in effect for one year after final payment;
  3. consent of the surety, if any, to final payment;
  4. a list of all Claims against Owner that Selected Proposer believes are unsettled; and
  5. complete and legally effective releases or waivers (satisfactory to Owner) of all lien rights arising out of or liens filed in connection with the Work.

### 3.3 CONTRACT MODIFICATIONS

Only the Owner has authority to modify any term or condition of the Contract. Any changes in the Work or Contract Time must be authorized by Owner in writing in the form of a Change Order in accordance with the terms of the Contract. All Modifications must be signed by the Selected Proposer and the Owner.

### 3.4 DISPUTES/ARBITRATION

All Claims by the Selected Proposer will be made in writing and submitted to the Owner for a written decision. The Owner's decision will be final unless the Selected Proposer appeals in writing to a higher level in accordance with the arbitration terms as stated below.

#### A. Submission to Arbitration

The parties agree that any dispute or claim arising under or relating to the Agreement that cannot be resolved in the ordinary course of business will be settled by arbitration in accordance with the procedures outlined below. To the extent exhaustion of remedies is required under any law, arbitration will be deemed to satisfy the exhaustion of those remedies.

#### B. Governing Law

The parties agree that the subject Agreement will be subject to, governed by, and construed according to the laws of the Chitimacha Tribe of Louisiana. In the event the laws of the Chitimacha Tribe of Louisiana do not specifically address an issue that is the subject of a dispute, the arbitrator(s) may apply the laws of the competent jurisdiction.



C. Arbitration Procedure

1. Either party to the Agreement may submit a dispute arising under or relating to the Contract to arbitration, including a claim that a party has breached the Agreement and the Agreement should be terminated. Arbitration will be conducted under the procedures set forth in this Arbitration Agreement:
  - a) Arbitration will be commenced by the service of a written arbitration demand by the Requesting Party against the Receiving Party. The arbitration demand will state specifically and concisely the nature or subject matter of the dispute or disagreement. Within thirty (30) days after receipt of service of the arbitration demand, the Receiving Party shall serve the Requesting Party with a written response, which will state specifically and concisely the substance of the Receiving Party's response to the arbitration demand.
  - b) Unless the parties agree upon the appointment of a single arbitrator, a panel of arbitrators consisting of three (3) members will be appointed within thirty (30) days of the service of the arbitration demand. One (1) member will be appointed by the Owner and one (1) member will be appointed by the other party, the SELECTED PROPOSER, within ten (30) working days following the giving of notice submitting a dispute to arbitration. The third member will be selected by agreement of the other two (2) members. In the event the two (2) members cannot agree, the third arbitrator will be chosen by the Chief Judge of the Chitimacha Tribal Court.
  - c) Expenses of arbitration will be shared equally by the parties. Meetings of the arbitrators may be in person or, in appropriate circumstances by telephone. All decisions of any arbitration panel shall be by majority vote of the panel, will be in writing, and will be delivered to both parties.
  - d) The arbitrator or arbitration panel will establish such rules and procedures as necessary or appropriate to effectuate a full, fair, and expeditious hearing on the dispute or disagreement. The arbitrator or arbitration panel will have power to administer oaths or witnesses, to take evidence under oath, and, by majority vote, to issue subpoenas to compel witnesses or for the production of books, records, documents, and other relevant evidence by either party. The Owner and the other party agree to comply with such subpoenas. The Parties to the arbitration have the right to engage in such discovery as may be authorized by the arbitrator or arbitration panel.
  - e) The arbitrator or arbitration panel is authorized to grant temporary or preliminary injunctive relief, upon an appropriate showing of entitlement, to a Party requesting it. If a Party asserts that it needs injunctive relief before the arbitrator or arbitration panel has been appointed, both Parties consent to a proceeding in the United States District Court for the Western District of Louisiana for the exclusive purpose of determining whether injunctive relief is merited. Once the arbitrator or arbitration panel has been appointed, the Parties will jointly dismiss the federal court injunction proceeding and all further proceedings on injunctive relief will be within the sole and exclusive jurisdiction of the arbitrator or arbitration panel.
  - f) The arbitrator or arbitration panel will hold hearings in the proceedings before it and will give reasonable advance notice to the Owner and the other party by registered mail not less than five (5) days before any hearing. Unless otherwise agreed by the Owner and the other party, all hearings will be held at the Tribal Offices on the Chitimacha Reservation. Appearance at a hearing waives such notice. The arbitrator or arbitration panel may hear and determine the controversy only upon evidence produced before it and may determine the controversy notwithstanding the failure of either the Owner or the other party duly notified to appear. The Owner and other party are each entitled to be heard at all hearings, to present evidence material to the matter subject to arbitration, to cross-examine witnesses appearing at the hearing, and to be represented by counsel at its own expense.
  - g) The arbitrator or arbitration panel will render a written, reasoned decision. Such final award will be deemed to take effect thirty (30) days after the arbitrator or arbitration panel serves the final award upon



all persons that are parties to the arbitration at the time the final award is rendered, unless the arbitrator or arbitration panel determines the award to be effective immediately. Judgement on the final award may be entered in and enforced by the court of competent jurisdiction described below.

2. The decision of the arbitrator or arbitration panel will be presumed to be valid, and may be vacated only by the United States District Court for the Western District of Louisiana on one of the following grounds: (1) the decision is not supported by substantial evidence; (2) the decision was procured by corruption, fraud, or undue means; (3) there was evident partiality or corruption by the arbitrator, arbitration panel, refusing to hear the question, or in refusing to hear evidence pertinent and material to the question, or any other clear misbehavior by which the rights of either party have been substantially prejudiced; (4) the arbitrator or arbitration panel or any member exceeded its authority under the terms of the Agreement; or (5) the arbitrator or arbitration panel's decision is contrary to law. The parties expressly acknowledge and agree that jurisdiction pursuant to this paragraph will be limited to the United States District Court for the Western District of Louisiana.

D. Limited Waiver of Sovereign Immunity

The Parties acknowledge that the Owner is a federally recognized Indian tribe. As such, the Owner possesses sovereign immunity from suit and the Owner expressly reserves and does not waive its sovereign immunity except as provided in this paragraph. The Owner now grants to Selected Proposer an express and limited waiver of its sovereign immunity to enforce the terms of an Agreement with the Selected Proposer who receives an award under this RFP, subject to the following limitations:

1. waiver runs solely to the benefit of the SELECTED PROPOSER;
2. the waiver extends only to contractual claims arising directly under the Agreement and will be limited to claims arising from the acts or omissions of the Owner, its employees, or its agents;
3. the waiver runs only to consent to arbitration pursuant to the Arbitration Agreement, including interim injunctive relief, vacating an arbitration award, and to enforcement of any arbitration award in the United States District Court for the Western District of Louisiana;
4. the waiver is limited to actual contractual damages, and under no circumstances includes consequential, extra-contractual, or punitive damages, costs, or attorneys' fees; and
5. Any judgment that may be entered on the claim will not be satisfied by: a) moneys expressly reserved under the laws of the Tribe or the United States for the benefit of enrolled members of the Tribe who are minors or incompetent adults; or b) any interest in real or personal property that is held by the Tribe, whether that property is tangible or intangible, legal or beneficial, vested or contingent.

3.5 DEFAULT

- A. If the Selected Proposer refuses or fails to prosecute the Work, or any separable part thereof, with the diligence that will insure its completion within the time specified in the contract, or any extension thereof, or fails to complete said Work within this time, the Owner may, by written notice to the Selected Proposer, terminate the right to proceed with the Work (or separable part of the Work) that has been delayed. In this event, the Owner may take over the Work and complete it, by contract or otherwise, and may take possession of and use any materials and equipment on the Project site necessary for completing the Work. The Selected Proposer and its sureties shall be liable for any damage to the Owner resulting from the Selected Proposer's refusal or failure to complete the Work within the specified time, whether or not the Selected Proposer's right to proceed with the Work is terminated. This liability includes any increased costs incurred by the Owner in completing the Work.



- B. The Selected Proposer's right to proceed will not be terminated or the Selected Proposer charged with damages under this clause if:
1. The delay in completing the Work arises from unforeseeable causes beyond the control and without the fault or negligence of the Selected Proposer. Examples of such causes include (i) acts of God, or of the public enemy, (ii) acts of the Owner or other governmental entity in either its sovereign or contractual capacity, (iii) acts of another Selected Proposer in the performance of a contract with the Owner, (iv) fires, (v) floods, (vi) epidemics, (vii) quarantine restrictions, (viii) strikes, (ix) freight embargoes, (x) unusually severe weather, or (xi) delays of subcontractors or suppliers at any tier arising from unforeseeable causes beyond the control and without the fault or negligence of both the Selected Proposer and the sub Selected Proposers or suppliers; and
  2. The Selected Proposer, within days (10 days unless otherwise indicated) from the beginning of such delay or unforeseeable causes (unless extended by the Owner) notifies the Owner in writing of the causes of delay. The Owner will ascertain the facts and the extent of the delay. If, in the judgment of the Owner, the findings of fact warrant such action, time for completing the Work will be extended by written Modification (Change Order) to the Contract. The findings of the Owner will be reduced to a written decision which will be subject to the provisions of the Disputes clause of this contract.
- C. If, after termination of the Selected Proposer's right to proceed, it is determined that the Selected Proposer was not in default, or that the delay was excusable, the rights and obligations of the parties will be the same as if the termination had been for convenience of the Owner.

### 3.6 LIQUIDATED DAMAGES

- A. If Selected Proposer fails to complete the Work within the time specified in the Contract, or any extension authorized by a Modification signed by Owner, Selected Proposer will pay to the Owner as liquidated damages, the sum of \$ 500 for each day of delay. If different completion dates are specified in the contract for separate parts or stages of the Work, the amount of liquidated damages will be assessed on those parts or stages which are delayed. To the extent that Selected Proposer's delay or nonperformance is excused in accordance with the Contract, liquidated damages will not be due the Owner. Selected Proposer remains liable for damages caused unexcused delay.
- B. If the Owner terminates Selected Proposer's right to proceed, the resulting damage will consist of liquidated damages until such reasonable time as may be required for final completion of the Work together with any increased costs incurred by the Owner in completing the Work.

If the Owner does not terminate the Selected Proposer's right to proceed, the resulting damage will consist of liquidated damages until the Work is completed or accepted.

### 3.7 TERMINATION FOR CONVENIENCE

- A. The Owner may terminate Contract in whole, or in part, whenever the Owner determines that such termination is in the best interest of the Owner. Any such termination shall be effected by delivery to the Selected Proposer of a Notice of Termination specifying the extent to which the performance of the Work under the Contract is terminated, and the date upon which such termination becomes effective.
- B. Any disputes with regard to this clause are expressly made subject to the provisions of the Disputes clause of the Contract.

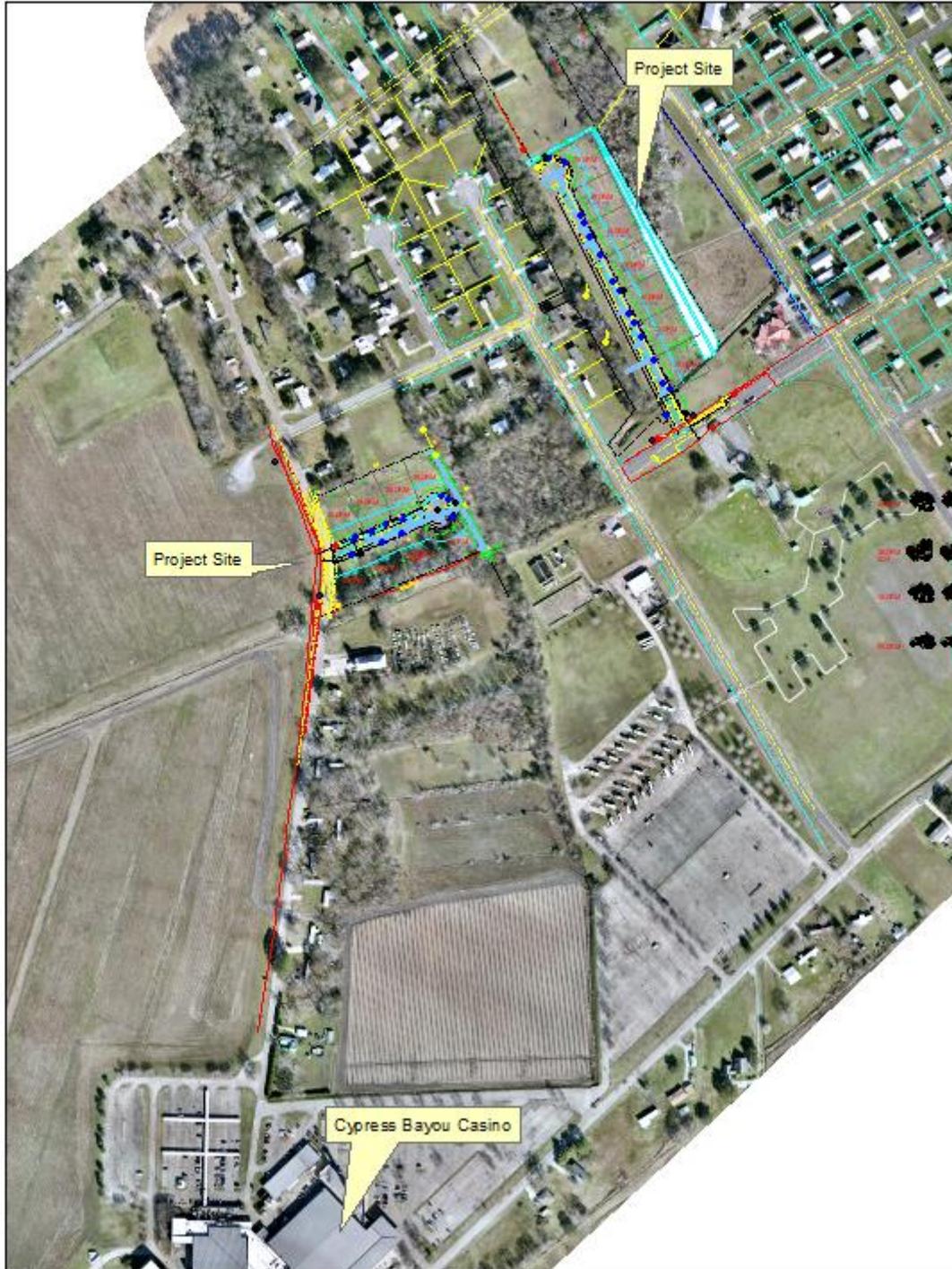


3.8 ASSIGNMENTS AND SUBCONTRACTS

- A. Neither Party may assign its rights or duties under the Contract without the prior written consent of the other Party. Any such assignment or delegation will be void. Any consent given by a Party will not relieve the other Party of responsibility for performance of its obligations under the Contract. Any assignee of the Contract will expressly assume all obligations of the Party hereunder making the assignment, including, but not limited to, indemnity obligations, upon acceptance of assignment of the Contract.
- B. Selected Proposer will not enter into any subcontract with any sub-contractor who has been temporarily denied participation in a HUD program or who has been suspended or debarred from participating in contracting programs by any agency of the United States Government or the State of Louisiana.



Exhibit A – SITE AREA





**EXHIBIT B – SELECTED PROPOSER’S QUALIFICATION STATEMENT**

The undersigned certifies that the information provided herein is true and sufficiently complete so as not to be misleading.

**Date:** \_\_\_\_\_

**Submitted to:** Chitimacha Tribe of Louisiana  
Attn: Brian Headley, Business & Development Director  
PO Box 661  
Charenton, LA 70523

**Submitted by:** Proposer’s Name: \_\_\_\_\_  
Mailing Address: \_\_\_\_\_  
Phone Number: \_\_\_\_\_  
Email Address: \_\_\_\_\_

**Organization:**

1. Number of years your organization has been in business: \_\_\_\_\_
2. Experience working for Federally Recognized Tribes or Tribal Organizations: \_\_\_\_\_
3. Are you or any member of your organization related to any member of the governing board of the Chitimacha Tribe: \_\_\_\_\_ If yes, please explain relationship: \_\_\_\_\_
4. Experience in residential development: \_\_\_\_\_
5. What is your organizations primary service:  
\_\_\_\_\_
6. What are your organizations Technical Qualifications (e.g. Licensed General Contractor, etc.):  
\_\_\_\_\_  
  - A. Date of Corporation: \_\_\_\_\_
  - B. State of Incorporation: \_\_\_\_\_
  - C. Tax Identification Number: \_\_\_\_\_
  - D. Identify Principles of the Corporation by Name and Title:  
\_\_\_\_\_
  - E. Is your organization a partnership: \_\_\_\_\_  
If so, type of partnership \_\_\_\_\_
  - F. Identify principles of partnership by Name and Title  
\_\_\_\_\_
  - G. Is organization individually owned: \_\_\_\_\_
  - H. Date of organization: \_\_\_\_\_
  - I. Name and Title of Owner: \_\_\_\_\_



**Licensing and Insurance:**

List the jurisdiction and trade categories your business is legally qualified to do business and indicate registration and license number, if applicable.

1. List general liability insurance and workers compensation insurers name, policy number and expiration date:

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2. List the categories of work that your organization normally performs with its own core employees:

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**Claims and Suits:**

1. Has your organization ever failed to complete work it has been awarded: \_\_\_\_\_
2. Is your organization registered with Beta.Sam.gov: \_\_\_\_\_
3. Are there any judgements, claims, arbitration proceedings, or lawsuits pending or outstanding against your organization or its officers: \_\_\_\_\_
4. Has your organization had any claims, lawsuits or requested arbitration with regards to construction contracts within the past five (5) years: \_\_\_\_\_
5. Within the past five (5) years, has any officer or principle or your organization ever been an officer or principle of an organization when it failed to complete a construction contract: \_\_\_\_\_

**References:**

Please provide Three (3) Trade References and Two (2) Financial References.

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\_\_\_\_\_  
Signature of Authorized Organizational Official

\_\_\_\_\_  
Date

**Note:** All information provided shall be utilized by Chitimacha Tribe of LA administration and Housing Board members only, and kept strictly confidential.



**EXHIBIT C – PROPOSAL/BID FORM**

**DATE:** \_\_\_\_\_

**SUBMITTED TO:** CHITIMACHA TRIBE OF LOUISIANA  
Attn: Brian Headley, Business & Development Director

Mailing Address:  
P.O. BOX 661  
CHARENTON, LA 70523

Physical Address:  
3221 CHITIMACHA TRAIL  
JEANERETTE, LA 70544

**BID FOR:** Chitimacha Tribe of LA – IHBG - Housing Development Project

**PROJECT NUMBER:** \_\_\_\_\_

Proposal of \_\_\_\_\_, a corporation organized and existing under the laws of the State of \_\_\_\_\_, a partnership or an individual doing business as \_\_\_\_\_.

The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an Agreement with Owner in the form included in the Bidding Documents to perform all Work as specified or indicated in the Bidding Documents for the prices and within the times indicated in this Bid and in accordance with the other terms and conditions of the Bidding Documents.

Bidder accepts all of the terms and conditions of the Instructions to Bidders, including without limitation those dealing with the disposition of Bid security. This Bid will remain subject to acceptance for 45 days after the Bid opening, or for such longer period of time that Bidder may agree to in writing upon request of Owner.

Each signature on the bid is considered to be a certification by the signatory that the signatory 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 and certifies that:

1. The prices in the bid 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 a bid, or (iii) the methods or factors used to calculate the process offered;
2. The prices in this bid have not been and will not be knowingly disclosed by the Bidder, directly or indirectly, to any other Bidder or competitor before bid opening or contract award; 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.

Each signature on the bid is considered to be a certification by the signatory that to the best of its knowledge and belief and except as otherwise disclosed, the Bidder does not have any organizational conflict of interest which is defined as a situation in which the procurement process or nature of work to be performed under this proposed contract and the Bidder’s organizational, financial, contractual, or other interests may, without some restriction of future activities:

1. Result in an unfair competitive advantage to the Bidder; or,
2. Impair the Bidder’s objectivity in performing the contract work.

By submission of this bid, 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 Bidder’s firm, nor any of the Bidder’s subcontractors, is ineligible to be awarded contracts by the Chitimacha Tribe of Louisiana or any agency of the United States Government, HUD, or the State of Louisiana.



The undersigned Bidder has carefully examined this Proposal, the RFP in its entirety, drawings, preliminary, the Site of the Work and related documents and will provide, furnish, and supply all necessary labor, superintendence, insurance equipment, tools, materials, and services to complete the specified work in accordance the Contract Documents, of which this Proposal is a part. **Please include a floorplan and elevations showing total square footage and any other view that will help the Tribe to review the proposed units. Please include a listing of any upgrades, or potential deductions and their respective pricing along with your proposal.**

BID FOR HOME #1 - Lot 500 3 BDRM	\$ _____
BID FOR HOME #2 – Lot 501 3BDRM	\$ _____
BID FOR HOME #3 – Lot 502 3BDRM	\$ _____
BID FOR HOME #4 – Lot 503 4BDRM	\$ _____
BID FOR HOME #5 – Lot 504 3BDRM	\$ _____
BID FOR HOME #6 – Lot 505 3BDRM	\$ _____
BID FOR HOME #7 – Lot 506 2BDRM	\$ _____
BID FOR HOME #8 – Lot 507 3BDRM	\$ _____
BID FOR HOME #9 – Lot 508 4BDRM	\$ _____
BID FOR HOME #10 – Lot 509 3BDRM	\$ _____
BID FOR HOME #11 – Lot 510 3BDRM	\$ _____
BID FOR HOME #12 – Lot 511 2BDRM	\$ _____
BID FOR HOME #13 – Lot 512 3BDRM	\$ _____
BID FOR HOME #14 – Lot 513 4BDRM	\$ _____
BID FOR HOME #15 – Lot 514 3BDRM	\$ _____
BID TOTAL:	\$ _____

The prices in this Proposal/Bid include all labor, materials, tools, equipment, removal, replacing, clearing up, overhead, profit, insurance and all other related work and equipment necessary for the completion of the project. Bidder acknowledges that all pricing includes, unless otherwise indicated, that pricing is inclusive of delivery and transportation costs, all set-up costs, masonry, (brick) skirting, all foundations, all driveways, all electrical connection costs, all sewer connection costs, all water connection costs and any other habitation related costs are included in the Bidders pricing.

Bidder understands that the Owner reserves the right to reject any and all bids and to waive any informalities in the Proposal/Bid. Bidder agrees that this proposal/bid shall be good and binding and may not be withdrawn for a period of forty-five (45) days after bid opening.

The undersigned Bidder declares that the firm is appropriately licensed and insured. License number / business certificate number is \_\_\_\_\_.

Bidder agrees to complete the work in \_\_\_\_\_ working days.



**SUBMITTED BY:**

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

\_\_\_\_\_  
(Company or Corporation Name) (Indicate correct name of bidding entity)

By: \_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Typed or Printed Name and Title) (If Bidder is a corporation, a limited liability company, a partnership, or a joint venture attach evidence of authority to sign.)

Attest: \_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Typed or Printed Name and Title)

\_\_\_\_\_  
(Submittal Date)

Address for giving notices:

\_\_\_\_\_  
\_\_\_\_\_  
(Company Address)

Telephone Number: \_\_\_\_\_

Email Address: \_\_\_\_\_

(Bidder's License No.) (where applicable): \_\_\_\_\_



**EXHIBIT D – NON-COLLUSION AFFIDAVIT OF SELECTED PROPOSER**

\_\_\_\_\_ does hereby state:  
(Name)

(1) S/He is the \_\_\_\_\_ of  
(Owner, Partner, Officer, or Representative)

\_\_\_\_\_, hereinafter referred to as Selected Proposer.  
(Business Name)

(2) S/He is fully knowledgeable of the preparation and contents of Subcontractor’s proposals which were submitted to (Selected Proposer); \_\_\_\_\_, for specific work required in connection with a Chitimacha Tribe of Louisiana IHBG project titled Chitimacha Tribe of LA – IHBG – Housing Development Project) and located at : the Chitimacha Reservation.

(3) Said Selected Proposer’s proposal is genuine and is not a collusive or sham proposal;

(4) Neither the Selected Proposer nor any of its officers, partners, owners, agents, representatives, employees, or parties in interest, including myself, has in any way colluded, conspired, connived, or agreed, directly or indirectly, with any other bidder, firm, or person to submit a collusive or sham proposal in connection with such contract or to refrain from submitting a proposal in connection with such contract, or has in any manner, directly or indirectly, sought by unlawful agreement or connivance with any other bidder, firm, or person to fix the price or prices in said Selected Proposer’s Proposal/Bid, or to fix any overhead, profit, or cost element of the price or prices in said Selected Proposer’s Proposal/Bid, or to secure through collusion, conspiracy, connivance, or unlawful agreement any advantage against the Chitimacha Tribe of Louisiana, or any person interested in the proposed Contract; and

(5) The price or prices quoted in the Selected Proposer’s Proposal/Bid are fair and proper and are not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the Bidder or any of its agents, representatives, owners, employees, or parties in interest, including myself.

Signed: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Witnessed by: \_\_\_\_\_



EXHIBIT E – REPRESENTATIONS, CERTIFICATIONS, AND OTHER STATEMENTS OF BIDDERS

Representations, Certifications, and Other Statements of Bidders Public and Indian Housing Programs

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Table with 3 columns: Clause, Page, and Description. Lists 13 clauses including Certificate of Independent Price Determination, Contingent Fee Representation, and Bidder's Signature.

1. Certificate of Independent Price Determination

(a) The bidder certifies that-- (1) The prices in this bid 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 a bid, or (iii) the methods or factors used to calculate the prices offered; (2) The prices in this bid have not been and will not be knowingly disclosed by the bidder, directly or indirectly, to any other bidder or competitor before bid opening... (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, has not personally 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 bid a signed statement setting forth in detail the circumstances of the disclosure. [ ] [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 PHA/IHA, 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. (2) A fully executed "Non-collusive Affidavit" [ ] is, [ ] is not included with the bid.

2. Contingent Fee Representation and Agreement

(a) Definitions. As used in this provision: "Bona fide employee" means a person, employed by a bidder and subject to the bidder's 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 PHA/IHA employee or officer to give consideration or to act regarding a PHA/IHA contract on any basis other than the merits of the matter. (b) The bidder represents and certifies as part of its bid 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 (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 PHA/IHA Contracting Officer. (d) Any misrepresentation by the bidder shall give the PHA/IHA 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. 3. 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 bid, 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, with its bid, OMB standard form LLL, "Disclosure of Lobbying Activities;" and

(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 \$100,000 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 an 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.

**4. 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.

**5. Bidder's Certification of Eligibility**

(a) By the submission of this bid, 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 bidder's firm, nor any of the bidder's subcontractors, is ineligible to:

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

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

(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 HUD programs and other Federal contract programs.

**6. Minimum Bid Acceptance Period**

(a) "Acceptance period," as used in this provision, means the number of calendar days available to the PHA/IHA 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 solicitation.

(c) The PHA/IHA requires a minimum acceptance period of [Contracting Officer insert time period] calendar days.

(d) In the space provided immediately below, bidders may specify a longer acceptance period than the PHA's/IHA's minimum requirement. The bidder allows the following acceptance period: calendar days.

(e) A bid allowing less than the PHA's/IHA's minimum acceptance period will be rejected.

(f) 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.

**7. Small, Minority, Women-Owned Business Concern Representation**

The bidder represents and certifies as part of its bid/ 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 bidding, 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)
[ ] Black Americans [ ] Asian Pacific Americans
[ ] Hispanic Americans [ ] Asian Indian Americans
[ ] Native Americans [ ] Hasidic Jewish Americans

**8. Indian-Owned Economic Enterprise and Indian Organization Representation**

(applicable only if this solicitation is for a contract to be performed on a project for an Indian Housing Authority)

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.

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

(a) By the submission of this bid, 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.

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

(a) The bidder's attention is called to the clause entitled **Equal Employment Opportunity** of the General Conditions of the Contract for Construction.

(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 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.

**11. 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, [ ] is not listed on the Environmental Protection Agency List of Violating Facilities:

(b) The bidder will immediately notify the PHA/IHA 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.

**12. Previous Participation Certificate** (applicable to construction and equipment contracts exceeding \$50,000)

(a) The bidder shall complete and submit with his/her bid the Form HUD-2530, "Previous Participation Certificate." If the successful bidder does not submit the certificate with his/her bid, he/she must submit it within three (3) working days of bid opening. Failure to submit the certificate by that date may render the bid nonresponsive. No contract award will be made without a properly executed certificate.

(b) A fully executed "Previous Participation Certificate"

[ ] is, [ ] is not included with the bid.

**13. 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)



## EXHIBIT F – BIDDING AND CONTRACT PROTEST PROCEDURE (HUD FUNDED AWARDS)

The following protest procedures are the sole administrative remedy for protesting all Chitimacha Tribe of Louisiana (the “Tribe”) procurement actions.

### **Purpose**

Disagreements over the award of a contract, referred to as protests, may occasionally arise between the Tribe and an offeror. Usually, the protestor asserts that he/she should have received the contract award and alleges that the Tribe did not conduct the competition appropriately. While protests are commonly referred to as “bid protests,” any type of contract award, including small purchase, competitive proposal, or sealed bid, may be protested by an interested party. The purpose of this process is to preserve the integrity and confidence in the Tribe’s procurement operations.

“Interested party” means an actual or prospective bidder whose direct economic interest would be affected by the award of the contract.

### **References**

These procedures have been established in accordance with:

- 2 CFR part 200
- HUD Handbook 7460.8 REV 2 – Procurement Handbook for Public Housing Agencies dated 2/2007,
- HUD Form 5369 and 5369-B, and
- The Chitimacha Tribe of Louisiana Procurement Policy.

### **General**

It is the Tribe’s policy to resolve all contractual issues informally and without litigation. Disputes will not be referred to HUD unless all administrative remedies have first been exhausted. When appropriate, a mediator may be used to help resolve differences.

### **Bid Protest**

Any actual or prospective contractor may protest the solicitation or award of a contract for serious violations of the principles of this Policy. Any protest against a solicitation must be received in writing before the due date for the receipt of bids or proposals.

### **Award Protest**

Any protest against the award of a contract must be received within ten (10) calendar days of the date provided on the written notice of contract award from the Tribe, or the protest will not be considered. All bid protests shall be in writing. Protests must be received by 4:00 pm on the tenth calendar day. If the tenth calendar day falls on a weekend or holiday, the tenth day will be considered the next business day.

### **Claims by a Selected Proposer after Contract Award**

All claims by a Selected Proposer relating to the performance of a contract he/she has been awarded and is performing services under shall be submitted in writing within ten days of the occurrence resulting in a protest. Selected Proposer claims shall be governed by the Housing Development Project Construction Manual Section 3.6 Disputes/Arbitration.

### **Designation of Protest Officials**

All protests shall be submitted to the Owner, who shall issue a written decision on the matter. The Tribe may suspend the procurement pending resolution of the protest if the facts presented so warrant.



- A. All protests shall be sent by some form of certified mail or hand delivered to:

Chitimacha Tribe of Louisiana  
Brian Headley  
3221 Chitimacha Trail  
P.O. Box 661  
Charenton, LA 70523

- B. The Owner's Representative will provide a written decision on the matter within twenty calendar days of receipt of the protest. If a final determination cannot be made within twenty days, a written notice will be provided to the protester with an estimated date that the decision should be made and a reason for the extension.
- C. This decision will be final unless within ten (10) business days of receipt of the written decision the protester appeals to the Tribal Council for the Chitimacha Tribe of Louisiana. The appeal shall be in writing, sent via certified mail or by hand-delivery to the Owner's Representative, as stated above, who shall then submit the appeal to the Tribal Council.

Appeals should contain a statement of the factual and legal grounds on which reversal or modification of the decision is deemed warranted, specifying any errors of law made or information not previously considered. A new protest or additional changes to the original protest will not be allowed within the appeal process.

The Tribal Council will review the appeal, supporting documents, and the decision of the representative. The Tribal Council will issue a written decision within twenty (20) business days of receipt if feasible. The Tribal Council may take any action or make any requests it deems necessary including extending the time to issue a decision in order to render a decision on the appeal. The decision of the Tribal Council shall be conclusive and the final determination by the Tribe.

- D. If the Tribe provides a final determination that all possible steps have been exhausted to resolve the protest internally, then the protesting party will be responsible to notify the Tribe of their intent to proceed with a third party appeal process within five (5) business days of the Tribe's written notice (e.g., through mediation). The selection of the independent third party mediation and the cost arrangement of such services shall be mutually agreed upon in writing by both parties prior to commencing the process.
- E. In accordance with **24 CFR 85.36(b)(12)(i) & (ii) HUD Review** – Review by HUD of a protest will be limited to:
1. Violations of Federal law or regulations. The protest should cite the specific Federal or HUD regulation that has been violated. Violations of State or local laws should be referred to the State or local entity having jurisdiction over such matters.
  2. Violation of the Tribe's protest procedures for failure to review a complaint or protest. The Tribe shall submit a copy of the protest to the HUD Field Office having jurisdiction over the Tribe.

HUD will refer any protests other than those specified above back to the Tribe for action.

#### **Selected Proposer Claims**

Protestors are required to submit protests in writing, clearly stating the basis for their protest. Protests should include, at a minimum, the following information:

- A. Name, address, and phone number(s) of the protestor;
- B. Solicitation number and/or project title;
- C. A detailed statement of the basis for the protest;
- D. Supporting evidence or documents to substantiate any arguments; and
- E. The form of relief requested (e.g., reconsideration of their offer).



### **Remedial Action**

If a protest is determined in favor of the protestor, the Tribe will take one of the following courses of action:

- A. For bid protests prior to the contract being awarded – The Tribe may cancel the solicitation and rebid. Tribe reserves the right to revise the bid specifications or proposed contract award.
- B. For contracts already awarded – The current contract may be terminated for convenience and either (1) the protestor will be awarded the contract or (2) all offerors would be resolicited. This decision will be determined solely by the Tribe. For resoliciting bids, the Tribe may elect to revise the specifications or leave them as previously stated.

For emergencies or unusual and compelling circumstances, the Tribe will allow a contract to remain in place despite a successful protest in cases where there is a compelling need for the supplies or services. If the Tribe determines, based on compelling circumstances such as an emergency or serious disruption of the Tribe's operations, that termination or re-solicitation would not be in the best interest of the Tribe. The Tribe may allow the award to stand and pay the successful protestor costs associated with preparing the bid along with the cost of filing and pursuing the protest and other damages determined.

- C. For Selected Proposer claims on an awarded contract – Selected Proposer claims shall be governed by the Changes clause in the form HUD-5370.

### **Denials**

Any written decisions denying a protest or appeal will state the Tribe's decision and the basis for the denial. The notification shall apprise the protestor of any appeal rights in accordance with these procedures.

### **Documentation**

The Owner's Representative shall fully document the protest decision in writing in the contract file.



**EXHIBIT G – NOTICE OF AWARD**

**CHITIMACHA TRIBE OF LOUISIANA  
PO BOX 661  
CHARENTON, LA 70523**

Date: \_\_\_\_\_

Project Title: Chitimacha Tribe of LA – IHBG Housing Development Project

Project Number: \_\_\_\_\_

Name & Address of Selected Proposer: \_\_\_\_\_

\_\_\_\_\_

**AWARD:** You are notified that your Proposal/Bid dated \_\_\_\_\_ for the above Contract has been accepted. You are the Successful Bidder and are awarded a Contract for the above mentioned Project in the amounts provided below.

The Contract Price of your Contract is \_\_\_\_\_ Dollars (\$ \_\_\_\_\_).

Three (3) copies of the proposed Contract Documents (except Plans/Drawings) accompany this Notice of Award.

Three (3) sets of the Plans/Drawings will be delivered separately or otherwise made available to you immediately.

You must comply with the following conditions precedent within (15) days of the date you receive this Notice of Award.

1. Deliver to the Chitimacha Tribe of LA (3) fully executed counterparts of the Contract Documents.
2. Deliver with the executed Contract Documents the Contract security (Performance and Payment Bonds) and Evidence of Insurance as specified in the Project Manual.
3. Submit required documentation for the Chitimacha Tribe of LA "CTL" Vendor Approval application.

Failure to comply with these conditions within the time specified will entitle the Chitimacha Tribe of LA to consider you in default, annul this Notice of Award, and declare your Bid security forfeited.

Within (10) days after you comply with the above conditions, "CTL" will return to you one fully executed counterpart of the Contract Documents.

**RETURN TO:** CHITIMACHA TRIBE OF LOUISIANA  
Attn: Brian Headley, Business & Development Director

Mailing Address:  
P.O. BOX 661  
CHARENTON, LA 70523

Physical Address:  
3221 CHITIMACHA TRAIL  
JEANERETTE, LA 70544

**OWNER:** Chitimacha Tribe of Louisiana

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Chairman  
Title



**EXHIBIT H – FORM OF AGREEMENT/CONTRACT  
BETWEEN THE CHITIMACHA TRIBE OF LA AND  
CONTRACTOR  
FOR THE IHBG - HOUSING DEVELOPMENT PROJECT**

**THIS CONSTRUCTION CONTRACT** is made this \_\_\_\_\_ day of \_\_\_\_\_, 2022, between The Chitimacha Tribe of Louisiana ("**Owner**") and \_\_\_\_\_ ("**Contractor**").

**The Owner and Contractor agree as follows:**

**Article 1: Scope of Contract**

- A. The Contract between the parties is set forth in the "**Contract Documents**," which consist of this Agreement and the other documents identified in Article 2 below. Together, these form the entire Contract between Owner and Contractor, and by this reference these Contract Documents are fully incorporated herein. Any previously existing contract or understanding concerning the Work contemplated by the Contract Documents is hereby revoked.
- B. Except to the extent specifically indicated in the Contract Documents to be the responsibility of others, Contractor shall furnish all of the materials and perform all of the Work shown on, and in accordance with, the Plans/Drawings, Specifications, and the Project Manual.

**Article 2: The Project**

- A. The Project for which the Work under the Contract Documents may be the whole or only a part is generally described as follows:

***Chitimacha Tribe of LA – IHBG – Housing Development Project (15 Modular Housing units) on the Chitimacha Reservation***

**Article 3: Contractor's Representations**

In order to induce Owner to enter into this Agreement Contractor makes the following representations:

- A. Contractor has examined and carefully studied the Contract Documents and the other related data identified in the Bidding Documents.
- B. Contractor has visited the Site and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
- C. Contractor is familiar with and is satisfied as to all federal, state, and local Laws and Regulations that may affect cost, progress, and performance of the Work.
- D. Contractor has carefully studied all drawings of physical conditions relating to existing surface or underground utilities at the Site.
- E. Contractor has considered the information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Contract Documents; and the Site-related reports and drawings identified in the Contract Documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor, including any specific means, methods, techniques, sequences, and procedures of construction expressly required by the Contract Documents; and (3) Contractor's safety precautions and programs.
- F. Based on the information and observations referred to in Article 3 Paragraph E above, Contractor does not consider that further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract Documents.
- G. Contractor is aware of the general nature of the Work to be performed by Owner and others at the Site that relates to the Work as indicated in the Contract Documents.



- H. Contractor has given Owner written notice of all conflicts, errors, ambiguities, or discrepancies that Contractor has discovered in the contract Documents, and the written resolution thereof by Owner is acceptable to Contractor.
- I. The Contract Documents are general sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

**Article 4: Identification of Contract Documents**

- A. The Contract Documents are identified as follows:
  - (1) This Contract (**Agreement**)
  - (2) Insurance Certificates
  - (3) Chitimacha Tribe of Louisiana “CTL” Housing Development RFP
  - (4) Drawings as listed in the CTL Housing Development RFP Section 1.1 List of Drawings.
  - (5) Proposal Bib Form
  - (6) Documentation submitted by Contractor prior to Notice of Award:
    - a. CTL Vendor Approval Documentation
  - (7) The following which may be delivered or issued on or after the Effective Date of the Agreement and are not attached hereto:
    - a. Notice to Proceed.
    - b. Work Change Directives.
    - c. Change Orders.
- B. The Contract Documents may only be amended, modified, or supplemented by either a Change Order or a Work Change Directive as approved, in writing, by the Owner.

**Article 5: Plan Preparer and Inspection**

- A. Inspection services will be provided by Building Code Inspection Services, LLC (Inspector). The Inspector will perform inspections at certain intervals of construction and upon satisfactory inspection shall issue Certificates of Occupancy pursuant to:
  - i. 2015 International Residential Code with Louisiana amendments, and
  - ii. 2009 International Residential Energy Efficiency Chapter 11 with Louisiana amendments, and
  - iii. 2015 International Residential Code - Mechanical with Louisiana amendments, and
  - iv. 2015 International Residential Code – Plumbing with Louisiana amendments, and
  - v. 2014 National Electrical Code.

**Article 6: Time**

- A. The Work will be substantially completed within \_\_\_\_\_ working days after the date when the Contract Times commence to run as indicated in the Notice to Proceed. The Project Substantial completion Deadline may be extended in accordance with the terms of the Project Manual only with the prior written approval of the Owner through a change order.
- B. The “**Project Substantial Completion**” shall be the date that the Project Inspector signs the final Inspection Report for the Project required by the Contract Documents and Program obligations, provided the Certificates of Occupancy is subsequently signed by the Authorized Agent. Notwithstanding any other provision in the Contract Documents, Contractor remains liable to complete items of incomplete set-up, construction as approved at Owner’s sole discretion.



- C. Contractor shall correct any defects due to faulty materials or workmanship which appear within twelve (12) months from the Date of Final Completion. The “**Date of Final Completion**” shall be the date the Inspector signs the Certificate of Occupancy.
- D. If Contractor does not meet the Project Substantial Completion Deadline or such date to which the Project Substantial Completion Deadline may be mutually extended by approved change order, in accordance with the RFP, including any authorized changes, the Contractor shall pay Owner \$ 500 for each day that expires after the time specified until the Work is Substantially Complete as Liquidated Damages. After Substantial Completion, if contractor shall neglect, refuse, or fail to complete the remaining Work within the Contract Time or any proper extension thereof granted by Owner, Contractor shall pay Owner \$ 500 for each day that expires after the time specified in this contract or by approved Change Order for completion and readiness for final payment until the Work is completed and ready for final payment.

**Article 7: Contract Price**

- A. Owner shall pay Contractor for completion of the Work in accordance with the Contract Documents an amount in current funds equal to the sum of the amounts as stated in the Proposal/Bid Form, (attached hereto as an exhibit) and pursuant to the requirements of the RFP for payment of Invoicing, Progress and Final Payment.

**Article 8: Payment Procedures**

- A. Contractor shall submit Applications for Payment by the 15<sup>th</sup> day of the month (but not more often than once a month). Contractor shall submit to the Owner for review an Application for Payment filled out and signed by Contractor covering the Work completed and materials, equipment and fixtures furnished as of the date of the Application and accompanied by such supporting documentation as is required by the Contract Documents. Owner will withhold retainage from the payment due to Contractor, corresponding to, but not exceeding, the five (5%) percent Retainage holdback as specified in the Contract documents.
- B. Owner will require Contractor to attach to each request for payment its acknowledgement of payment and all subcontractors’ and material suppliers’ acknowledgements of payment for Work done and materials, equipment and fixtures furnished through the date covered by the previous payment.
- C. Contractor agrees that no materials or equipment required by the Contract Documents shall be purchased under a conditional sale contract or with the use of any security agreement or other vendor’s title or lien retention instrument.
- D. Prior to or concurrently with the final payment, Contractor shall execute/obtain a waiver or release of lien for all the Work performed by the contractor and any subcontractors and material suppliers.

**Article 9: Obligations of Contractor**

- A. Contractor shall furnish, at its own expense, all building and other permits, licenses, tools, equipment and temporary structures necessary for the construction of the Project. Contractor shall give all required notices and shall comply with all applicable codes, laws, ordinances, rules and regulations, and protective covenants, wherever applicable. Contractor shall comply with the provisions of the Occupational Safety and Health Act of 1970. Contractor shall immediately notify Owner of the delivery of all licenses, certificates of inspection, certificates of occupancy, and any other such certificates and instruments required by law, regardless of to whom issued, and shall cause them to be displayed to Owner upon request.
- B. If Contractor observes that the Plans/Drawings, Specifications and RFP are at a variance with any applicable codes, laws, ordinances, rules or regulations, or protective covenants, it shall promptly notify Owner in writing, and any necessary changes shall be made as provided in this Contract for Changes in the Plans/Drawings, Specifications and RFP. If Contractor performs any Work knowing it to be contrary to such codes, laws, ordinances, rules or regulations, or protective covenants, without giving such notice to Owner, it shall bear all costs arising therefrom.



- C. Upon completion of construction, Contract shall furnish to Owner a land survey map showing the location on the site of all improvements constructed thereon, and showing the location of all water, sewer and electric lines and mains, and of all existing utility easements.
- D. There shall be withheld from the final payment any amount satisfactory to Owner for any Work items that are incomplete at the time of such final payment.

**Article 10: Waiver of Lien or Claim**

- A. In jurisdictions where permitted by law, Contractor shall not file a mechanic's or materialman's lien or maintain any claim against Owner's Land or Improvements for or on account of any Work done, labor performed or materials furnished under this Contract, and shall include in each subcontract a clause which shall impose this requirement on the subcontractor.
- B. In jurisdictions where permitted by law, Owner may require Contractor to execute a waiver of liens that shall be recorded prior to the commencement of construction. Contractor for itself, subcontractors, suppliers, materialmen, and all persons acting through or under it, agrees not to file or maintain mechanics' liens or claims against the property described herein, or account of Work done, labor performed or materials provided by them.

**Article 11: Right of Entry**

- A. At all times during construction, Owner and their agents or assigns shall have the right of entry and free access to the Project and right to inspect all Work done and materials, equipment and fixtures furnished, installed or stored in and about the Project.

**Article 12: Assignments, Subcontracts, Suspension of Work and Termination**

- A. This Contract shall not be assigned by either party without the prior written consent of the other party.
- B. Contractor shall not subcontract all of the Work to be performed hereunder without the prior written consent of Owner.
- C. Upon request by Owner, Contractor shall disclose the names of all persons with whom it has contracted or will contract with respect to Work to be done and materials and equipment to be furnished hereunder.
- D. At any time and without cause, Owner may suspend the Work or any portion thereof for a period of not more than 90 consecutive days by notice in writing to Contractor which will fix the date on which Work will be resumed. Contractor shall resume the Work on the date so fixed. If approved by the Owner, the contractor shall be granted an adjustment in the Contract Price or an extension of the Contract Times, or both, directly attributable to any such suspension if Contractor makes a Claim in writing.
- E. This Contract shall terminate pursuant to procedures as stated in the Project Construction Manual in the case of termination for cause or convenience.

**Article 13: Designation of Representatives**

- A. Owner hereby designates Brian Headley, Business & Development Director as its representative for all communications involving Work performed pursuant to this Contract.
- B. Contractor hereby designates \_\_\_\_\_ as its representative for all communications involving Work to be performed pursuant to this Contract.

**Article 14: Mediation and Arbitration**

- A. All disputes that in any manner arise under or related to this Agreement shall be resolved in accordance with the terms as described in the CTL Housing Development RFP, Article 3.4 Disputes/Arbitration, incorporated by reference herein.



**IN WITNESS WHEREOF**, the parties to these presents have executed this Contract in counterparts, each of which shall be deemed an original.

This Contract/Agreement will be effective on this \_\_\_\_\_ day of \_\_\_\_\_, 2022.

**OWNER: CHITIMACHA TRIBE OF LOUISIANA**

**CONTRACTOR:** \_\_\_\_\_

By: \_\_\_\_\_  
(Signature)

By: \_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Printed Name, Title)

\_\_\_\_\_  
(Printed Name, Title) (If Contractor is a corporation, a partnership, or a joint venture, attach evidence of authority to sign.)

Attest: \_\_\_\_\_

Attest: \_\_\_\_\_

\_\_\_\_\_  
(Printed Name, Title)

\_\_\_\_\_  
(Printed Name, Title)

Owner's Address for giving notices:

Contractor's Address for giving notices:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

License No.: \_\_\_\_\_  
(Where Applicable)

(Owner is a public body, attached is a resolution authorizing execution of this Agreement.)

Agent for service of process:  
\_\_\_\_\_



**EXHIBIT I – NOTICE TO PROCEED**

**CHITIMACHA TRIBE OF LOUISIANA  
PO BOX 661  
CHARENTON, LA 70523**

Date: \_\_\_\_\_

Project Title: Chitimacha Tribe of LA – IHBG Housing Development Project

Project Number: \_\_\_\_\_

Name & Address of Contractor: \_\_\_\_\_

\_\_\_\_\_

You are notified that the Contract Times under the above Contract will commence to run on \_\_\_\_\_. On or before that date, you are to start performing your obligations under the Contract Documents. The number of working days to achieve Substantial Completion is \_\_\_\_\_, and the number of working days to achieve readiness for final payment is \_\_\_\_\_.

Before you may start any Work at the Site you (Contractor) must deliver to the Owner, certificates of insurance which is required to purchase and maintain in accordance with the Contract Documents.

**OWNER: CHITIMACHA TRIBE OF LOUISIANA**

\_\_\_\_\_  
(Authorized Signature)

\_\_\_\_\_  
(Printed Name, Title)

\_\_\_\_\_  
(Date)



EXHIBIT J – SALES TAX EXEMPTION FORM

R-1024 (10/16)

LOUISIANA DEPARTMENT of REVENUE

Designation of Construction Contractor as Agent of a Federally Recognized Indian Tribe and Exemption Certificate

PLEASE PRINT OR TYPE.

\_\_\_\_\_, a federally recognized tribe, located within the boundaries of Louisiana, does hereby designate the following contractor as its agent for the purpose of making state sales tax exempt purchases on behalf of the Tribe:

Form with fields: Name of Contractor, Address of Contractor, City, State, ZIP

This designation of agency shall be effective for purchases of component construction materials, taxable services, and leases and rentals of tangible personal property for the following named construction project located on the reservation or tribal lands designated for the above named Tribe:

This designation and acceptance of agency is effective for the period \_\_\_\_\_ through \_\_\_\_\_.

Purchases for the named project during this period by the designated contractor shall be considered as the legal equivalent of purchases directly by the Tribe. The designated agent must take delivery of materials and rental property on the designated reservation or trust lands, and upon delivery, the materials become the property of the Tribe. The Tribe, as principal, assumes direct liability to the vendor for the payment of any property, services, leases, or rentals made by this designated agent. Materials must be for use or consumption exclusively on the designated reservation or trust lands.

This agreement does not void or supersede the obligations of any party created under any construction contract related to this project, including specifically any contractual obligation of the construction contractor to submit payment to the vendors of materials or services for the project.

This contractor-agent is not authorized to delegate this purchasing agency to others; separate designations of agency by this Tribe are required for each contractor or sub-contractor who is to purchase on behalf of the Tribe. The undersigned hereby certify that this designation is the entirety of the agency designation agreement between them. In order for a purchase for an eligible Tribe through a designated agent to be eligible for state sales tax exemption, the designation of agency must be made, accepted, and disclosed to the vendor before or at the time of the purchase transaction.

Signature and acceptance table with fields for Designation of Agency by Tribe and Acceptance of Agency by Contractor

This designation of agency form, when properly executed by both the contractor and the Tribe, shall serve as evidence of the state sales tax exempt status that has been conferred onto the contractor.









**EXHIBIT L – CHANGE ORDER FORM**

**Change Order**

No. \_\_\_\_\_

Date of Issuance: \_\_\_\_\_ Effective Date: \_\_\_\_\_

Project:	Owner:	Owner's Contract No.:
Contract:	Date of Contract:	
Contractor:	Engineer's Project No.:	

**The Contract Documents are modified as follows upon execution of this Change Order:**

Description:

\_\_\_\_\_

**Attachments (list documents supporting change):**

\_\_\_\_\_

<b>CHANGE IN CONTRACT PRICE:</b>	<b>CHANGE IN CONTRACT TIMES:</b>
Original Contract Price: \$ _____	Original Contract Times: <input type="checkbox"/> Working <input type="checkbox"/> Calendar days Substantial completion (days or date): _____ Ready for final payment (days or date): _____
[Increase] [Decrease] from previously approved Change Orders No. _____ to No. _____ \$ _____	[Increase] [Decrease] from previously approved Change Orders No. _____ to No. _____: Substantial completion (days): _____ Ready for final payment (days): _____
Contract Price prior to this Change Order: \$ _____	Contract Times prior to this Change Order: Substantial completion (days or date): _____ Ready for final payment (days or date): _____
[Increase] [Decrease] of this Change Order: \$ _____	[Increase] [Decrease] of this Change Order: Substantial completion (days or date): _____ Ready for final payment (days or date): _____
Contract Price incorporating this Change Order: \$ _____	Contract Times with all approved Change Orders: Substantial completion (days or date): _____ Ready for final payment (days or date): _____

RECOMMENDED:  
By: \_\_\_\_\_  
Engineer (Authorized Signature)  
Date: \_\_\_\_\_  
Approved by Funding Agency (if applicable): \_\_\_\_\_  
Date: \_\_\_\_\_

ACCEPTED:  
By: \_\_\_\_\_  
Owner (Authorized Signature)  
Date: \_\_\_\_\_  
Approved by Funding Agency (if applicable): \_\_\_\_\_  
Date: \_\_\_\_\_

ACCEPTED:  
By: \_\_\_\_\_  
Contractor (Authorized Signature)  
Date: \_\_\_\_\_  
Approved by Funding Agency (if applicable): \_\_\_\_\_  
Date: \_\_\_\_\_



EXHIBIT M – CERTIFICATE OF SUBSTANTIAL COMPLETION

Certificate of Substantial Completion

Project:	
Owner:	Owner's Contract No.:
Contract:	Engineer's Project No.:

This [tentative] [definitive] Certificate of Substantial Completion applies to:

- All Work under the Contract Documents:
- The following specified portions of the Work:

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Date of Substantial Completion

The Work to which this Certificate applies has been inspected by authorized representatives of Owner, Contractor, and Engineer, and found to be substantially complete. The Date of Substantial Completion of the Project or portion thereof designated above is hereby declared and is also the date of commencement of applicable warranties required by the Contract Documents, except as stated below.

A [tentative] [definitive] list of items to be completed or corrected is attached hereto. This list may not be all-inclusive, and the failure to include any items on such list does not alter the responsibility of the Contractor to complete all Work in accordance with the Contract Documents.

The responsibilities between Owner and Contractor for security, operation, safety, maintenance, heat, utilities, insurance and warranties shall be as provided in the Contract Documents except as amended as follows:

- Amended Responsibilities
- Not Amended

Owner's Amended Responsibilities:

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Contractor's Amended Responsibilities:

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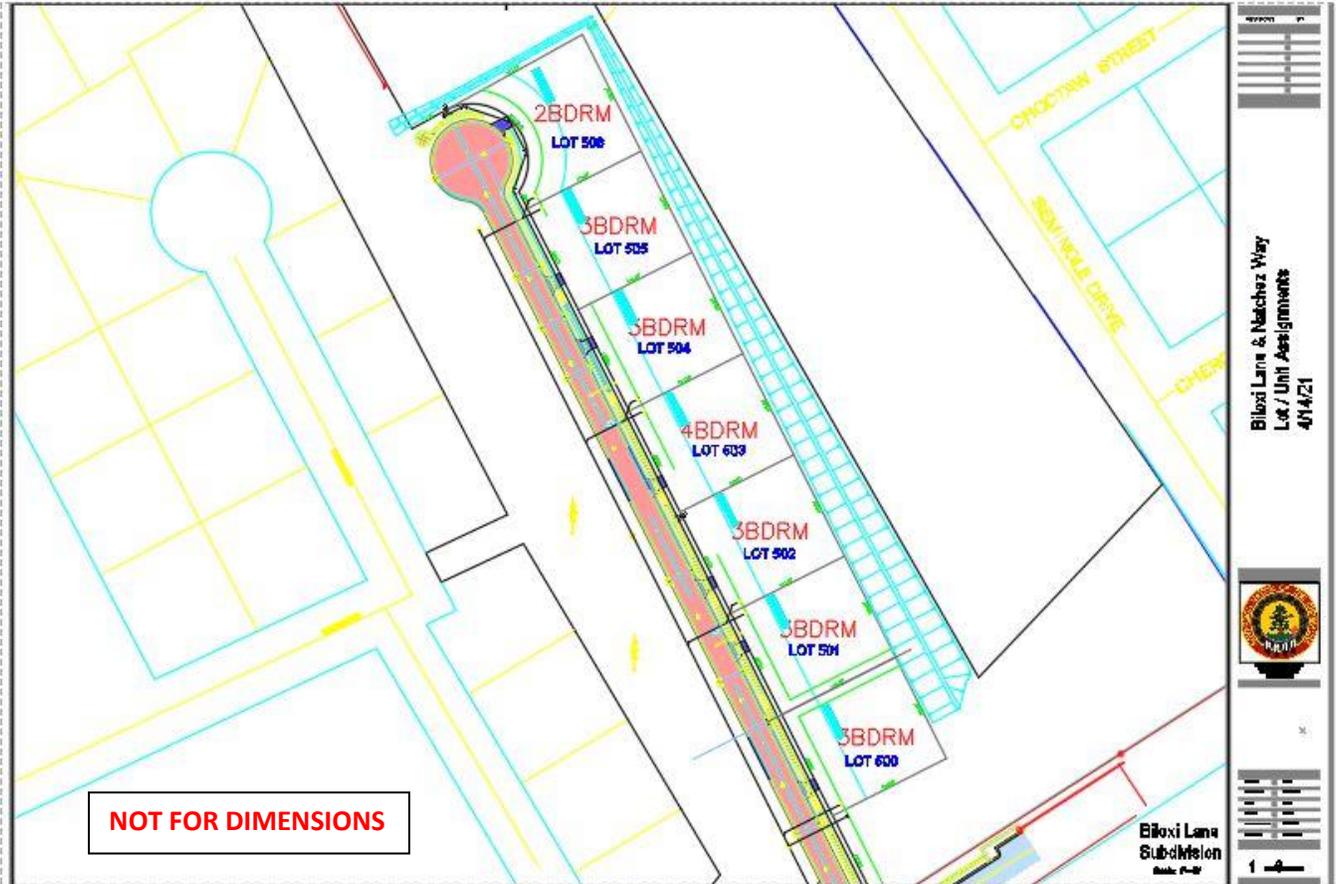
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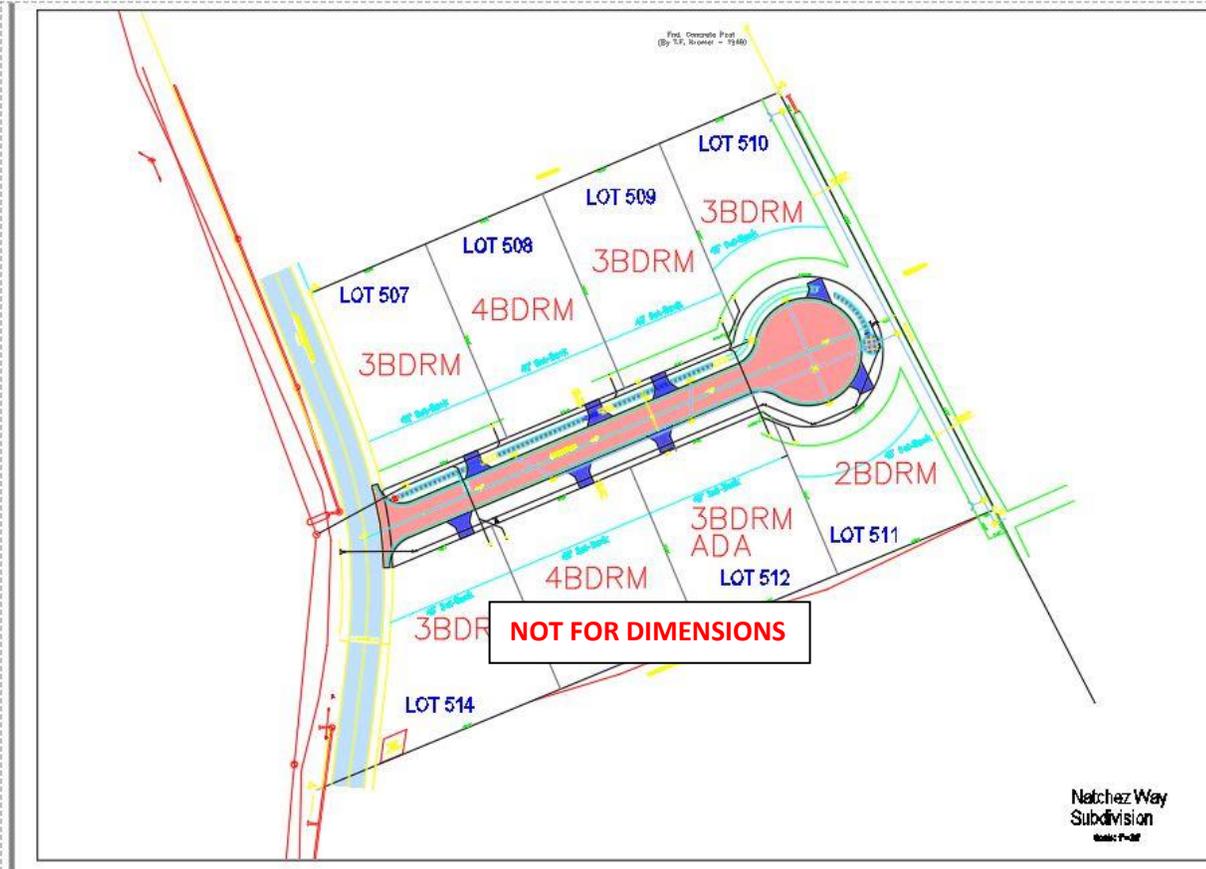




**DRAWINGS**

**(USE ONLY THE FULL SIZED "D" Sheets for any Dimensions)**





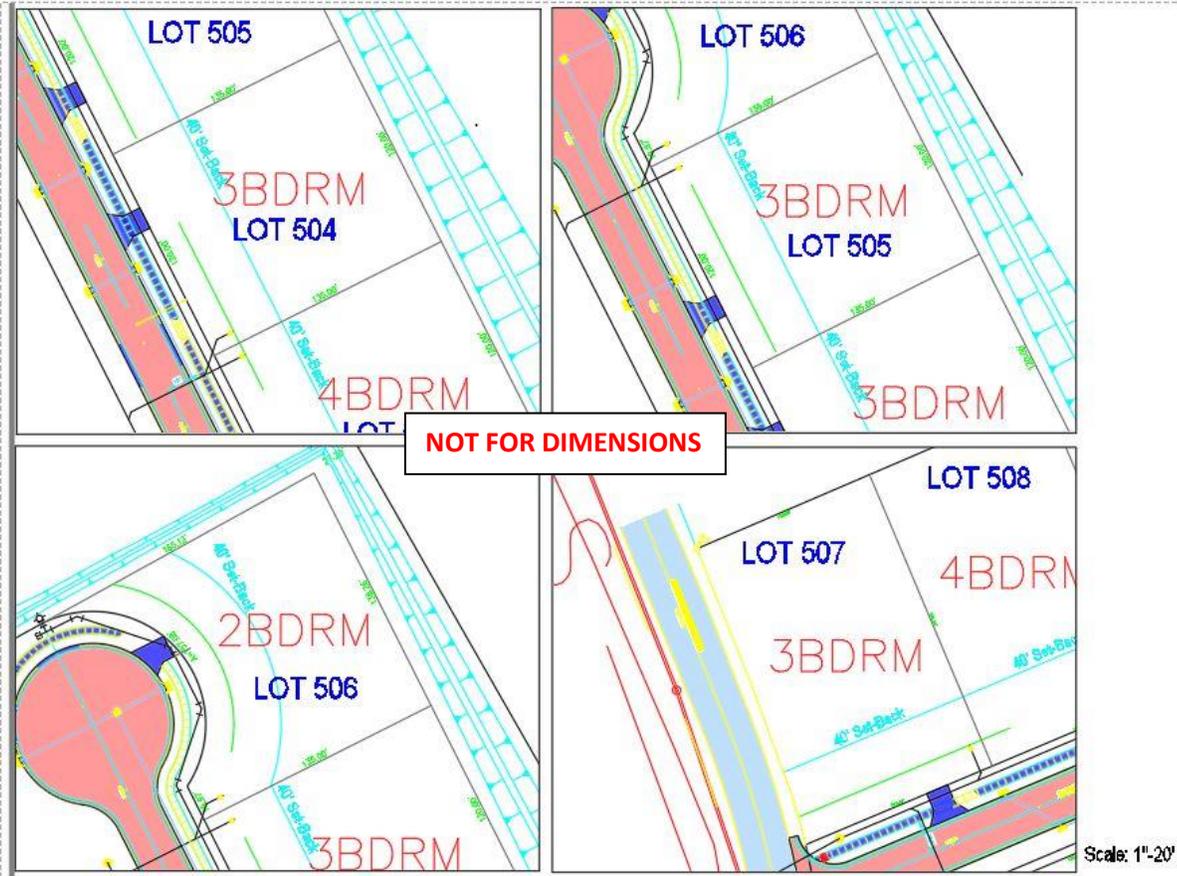
Biloxi Lane & Natchez Way  
Lot / Unit Assignments  
4/14/21

2



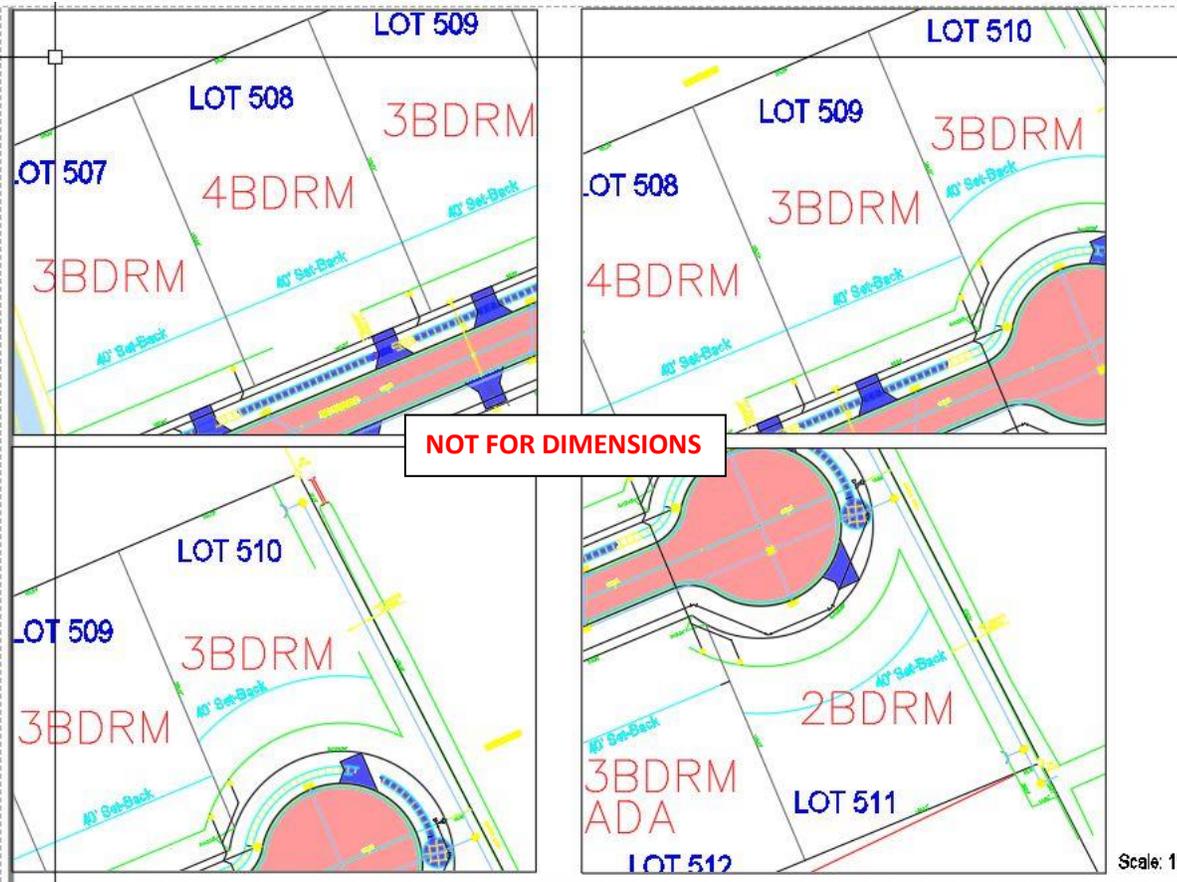
Biloxi Lane  
Lot 500 - 503

3



Biloxi Lane & Natchez Way  
Lot 504 - 507

4



Biloxi Lane & Natchez Way  
Lot / Unit Assignments  
4/14/21

5

