

COLVILLE INDIAN HOUSING AUTHORITY
Request for Proposals
Comprehensive Housing Needs Assessment

April 24, 2024

Dale R. Schrock, Jr.
Executive Director
Colville Indian Housing Authority
P.O. Box 528
42 Convalescent Center Blvd.
Nespelem, WA 99155

Colville Indian Housing Authority
Comprehensive Housing Needs Assessment
Request for Proposals

SUMMARY

Date: April 24, 2024
To: Prospective Consultants
Subject: Request for Proposals
Proposals due by: May 29, 2024

The Colville Indian Housing Authority (CIHA), a tribally designated housing entity for the Confederated Tribes of the Colville Reservation, is inviting appropriate individuals and firms (CONSULTANT) to submit proposals for a Comprehensive Housing Needs Assessment in response to the Request for Proposals (RFP) to collect appropriate and relevant data regarding the housing needs of Native Americans living within CIHA's service area. The housing needs data is to be categorized by ranges of family income as prescribed by CIHA. The data will be used by CIHA to evaluate current housing and housing related service as well as the need and feasibility of developing new housing programs to address identified needs.

The Comprehensive Housing Needs Assessment has two objectives: 1) an analysis of current demographic, economic and housing market conditions on the Colville Indian Reservation and CIHA's service area, and 2) detailed household and housing demand forecast for the next 15 years.

All proposals submitted in response to this solicitation must conform to the requirements and specifications outlined in this document in its entirety. It is the goal of this solicitation to qualify a CONSULTANT to provide the needed services for this proposal.

Proposals submitted in response to this Request for Proposals will be received at the following address until 2:00 P.M. local time, on May 29, 2024.

Colville Indian Housing Authority
42 Convalescent Center Boulevard
P.O. Box 528
Nespelem, WA 99155

BACKGROUND and SCOPE OF WORK:

The Colville Indian Housing Authority (CIHA) is a tribal entity formed by the Colville Confederated Tribes to provide federally subsidized housing and housing assistance to low-income Indian families, located on the Colville Confederated Tribes Reservation and within a service area including several adjacent counties. CIHA headquarters are located in Nespelem, Washington. CIHA manages and operates the housing program in accordance to the Native American Housing Assistance and Self-Determination Act of 1996 (NAHASDA).

CIHA will develop a plan that addresses the current housing needs and future development on the Colville Indian Reservation and service area. This plan will determine what is feasible and identify future funding required to meet the identified community needs.

The CONSULTANT’S Scope of Work includes the following:

1. Consult with CIHA to discuss data uses, requirements and sources to create a conceptual model for the development of the Comprehensive Housing Needs Assessment.
2. Collect available data from the census and other federal, state, and local sources related to housing needs, economic trends and family income.
3. In collaboration with CIHA, the consultant is tasked to devise and execute a housing needs survey to gather data that isn’t accessible from existing sources. The survey is projected to be disseminated through email and other modes of communication with tribal members. The consultant is expected to present their proposed strategy for reaching out and eliciting as many responses as feasible.
4. Analyze the data and prepare a written report which presents the above data with the sources of data and the CONSULTANT’s evaluation of the data related to housing needs, family income and other relevant economic data. The draft report is to be submitted for CIHA review and comments. The CONSULTANT will address CIHA’s comments and finalize the Comprehensive Housing Needs report. The CONSULTANT will provide CIHA with 20 printed copies of the report, a digital copy of the publication and a revisable digital copy of the report.

INSTRUCTIONS TO CONSULTANTS

1. Format, Timing, and Submission of Proposals

Those wishing to be considered in the selection process must submit a copy of their proposal **no later than 2:00 P.M. local time, May 29, 2024.**

The complete proposal package shall be plainly marked as follows:

Dale R. Schrock, Jr.
Colville Indian Housing Authority
P.O. Box 528
Nespelem, WA 99155

Proposal Name: Comprehensive Housing Needs Assessment, RFP 2024-31

Submittal Date: _____

CONSULTANT Name: _____

The proposal transmittal letter shall be on the CONSULTANT’s letterhead signed by a person authorized to submit and sign a proposal, the firm name, address, telephone number, the name of the person authorized to submit/sign the proposal, and his/her title, telephone number, and email address.

All proposals received up to the designated time will be considered in the selection process. CIHA reserves the right to waive minor informalities; to reject any proposal not in compliance with all prescribed procedures and requirements; and may reject any and all proposals if it’s in the best interest of the CIHA to do so.

Submit Proposals: **ATTN:** Toria Jackson, Procurement Officer

- Email: toria.jackson.HSG@colvilletribes.com OR
- Fax: 509-634-2335, OR
- Hand delivery, US mail, or other common carrier

Colville Indian Housing Authority
 42 Convalescent Center Boulevard
 P.O. Box 528
 Nespelem, WA 99155

All proposals shall contain concise written material and may contain illustrations, legibility, clarity, and completeness are essential and all submittals must have the following headings:

- A. Proposal Transmittal Letter
- B. Methodology
- C. Experience
- D. Qualifications
- E. Cost (Firm fixed price)
- F. Ownership Interest, Managerial and Staff Capacity
- G. Indian Preference Eligibility (if applicable, use attached form)
- H. Small, Woman Owned, or Minority Owned Business (if applicable)
- I. Non-Collusion Affidavit (attached)
- J. Certifications and Representations of Offerors
- K. Unique Entity ID as registered in SAM.gov
- L. Acknowledgement of Proposer's Representations (Item 9 below)

2. Services to be Provided

The Colville Indian Housing Authority (CIHA) will receive proposals for a Comprehensive Housing Needs Assessment. CIHA intends to select a qualified individual and/or firm based on applicants' experience and expertise. The period of services shall begin upon negotiation and award of a contract until the contract is completed and/or terminated, whichever comes first. Applicants are required to provide a fee schedule for the scope of services to be provided with their current hourly rates (in the event of a contract change) that will include the following:

- A. Preparation, organization, writing, and formatting of a professionally detailed Comprehensive Housing Needs Assessment report.
- B. Maintain files, documentation and correspondence and send back up copies to CIHA for archival purposes.
- C. The consultant is expected to undertake the work independently. This includes directing and completing all necessary tasks by the specified deadlines for the preparation of the report. Collaboration with CIHA staff may be necessary for background information and demographics contained in CIHA databases and to assist with contact information for relevant Tribal departments.

3. Costs of Preparing and Submitting Proposal

CIHA will not be liable for any costs incurred by the Consultant in replying to this RFP. CIHA is not liable for any costs for work or services performed by the selected company prior to the execution of a written contract for services.

4. Ownership Interest

The CONSULTANT shall include the following ownership interest information in its proposal.

- A. The name of each person having an ownership interest in the Proposal;
- B. The identity of each person having an ownership interest in the CONSULTANT, who is, or who within one year prior to the date of submittal of the proposal has been, a commissioner, officer or employee of the CIHA or a member of the governing body of the Confederated Tribes of the Colville Reservation, or any other public official who exercises or who will exercise any responsibilities or functions with regard to the developments covered by this RFP; and
- C. The identity of each person having an ownership interest in the CONSULTANT who has been suspended, debarred, or otherwise determined to be ineligible for award of contracts by the U.S. Department of Housing and Urban Development, CIHA, the Confederated Tribes of the Colville Indian Reservation, any other agency of the U.S. Government, or any other Indian tribe or tribally designated housing entity.

If none of the persons having an ownership interest in the CONSULTANT has been suspended, debarred, or otherwise determined to be ineligible for award of contracts as described above, the proposal should expressly certify that this is the case by including the following statement in the ownership interest section:

“None of the persons having an ownership interest in the CONSULTANT have been suspended, debarred, or otherwise determined to be ineligible for award of contracts by the U.S. Department of Housing and Urban Development, CIHA, the Confederated Tribes of the Colville Reservation, any other agency of the U.S. Government, or any other Indian tribe or tribally designated housing entity.”

5. Applicable Law

This Request for Proposals and all contracts and subcontracts for the project will be subject to the applicable governing law, which includes, but is not limited to:

- A. The applicable provisions of the Native American Housing Assistance and Self-Determination Act of 1996 (NAHASDA) and the regulations promulgated pursuant thereto.
- B. The Indian Preference provisions of section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450e(b), which provides that, to the greatest extent feasible (1) preference and opportunities for training and employment shall be given to

Indians, and (2) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned economic enterprises.

- C. The laws, policies, and regulations of the Confederated Tribes of the Colville Reservation and CIHA.
- D. Such other federal law as may be applicable.

6. Confidentiality

To the extent permitted under applicable law, all proposals will be kept confidential. In the event any CONSULTANT believes that any information submitted with its proposal is confidential, classified, or proprietary business information, such information should be explicitly identified and marked. The reason for such designation should also be stated.

7. Requests for Information

Requests for additional information or questions regarding this RFP can be addressed to Dale R. Schrock, Jr. dale.schrock@colvilletribes.com. Any oral communication will be considered unofficial and non-binding. Proposers shall rely only on written amendments issued by CIHA. The deadline for receiving written information requests is May 20, 2024.

8. Responsibility of CONSULTANT

It is the responsibility of each CONSULTANT before submitting a proposal to:

- A. Become familiar with all applicable laws and regulations that may affect cost, and have the proposed cost reflect the impact of such laws and regulations.
- B. Promptly give the CIHA written notice of all conflicts, errors, ambiguities, or discrepancies that CONSULTANT discovers in the RFP and confirm that the written resolution thereof by CIHA is acceptable to the CONSULTANT.
- C. Determine that the RFP documents are generally sufficient to indicate and convey understanding of all terms and conditions for the performance of services related to the project.

9. Representation by CONSULTANT

Submission of a proposal will constitute an incontrovertible representation by the CONSULTANT that the CONSULTANT has complied with all the requirements set out in Section 8, that without exception the proposal is premised upon providing the labor and materials under the RFP and applying any specific means, methods, techniques, sequences, and procedures that may be shown or indicated or expressly required by the RFP, that CONSULTANT has given

CIHA written notice of all conflicts, errors, ambiguities, or discrepancies that CONSULTANT discovers in the RFP and has confirmed that the written resolution thereof by CIHA is acceptable to the CONSULTANT, and that the RFP documents are generally sufficient to indicate and convey understanding of all terms and conditions for performing and furnishing the work.

By submission of a proposal, the CONSULTANT agrees, if its proposal is accepted within sixty (60) days after the deadline for submitting proposals, to enter into a written contract with the CIHA in the form consistent with the RFP and the CONSULTANT's final proposal. By submission of a proposal, the CONSULTANT further accepts all of the terms and conditions of the Request for Proposal.

CONSULTANT understands and accepts the following contract language which will be included in the final contract entered into with CIHA: Ownership of Work Product: All documents, analysis, reports, designs, drawings, specifications and other work developed in the performance of this agreement by CONSULTANT shall become the sole property of the CIHA and shall not be used for any other purpose not released to any third party without the express written consent of the CIHA.

10. Evaluation of Proposals

CONSULTANTS will be evaluated on the basis of proposals submitted and references, and on the basis of the evaluation factors set forth in this RFP. A maximum of 100 points will be available for the evaluation of each proposal.

11. Indian Preference

Notice is hereby given to all prospective CONSULTANTS that the Colville Confederated Tribes have an approved Tribal Employment Rights Ordinance (TERO) concerning the Indian Preference Labor & Contracting, and/or Subcontracting and all prospective CONSULTANTS should contact the office before starting work on the Request for Proposal.

TERO Director
Confederated Tribes of the Colville Reservation
P.O. Box 150
Nespelem, WA 99155
509-634-2716

The CONSULTANTS will be required to give Indian Preference when hiring, employing and/or sub-contracting and will place this requirement in any and all contracts. All individuals or firms are advised that this proposal is subject to HUD's Indian Preference Regulations, contained in 24

CFR 1000. Indian Preference will be given in the award of contracts “to the greatest extent feasible” as determined in sec 7(b) of the Indian Self-Determination and Education Act (25 U.S.C. 450e (b)). This proposal is open to Indian and Non-Indian individuals or firms. In order to qualify as an Indian or Indian owned firm, an Indian Enterprise Qualification Statement must be submitted with proposal or have been filed with CIHA within the last 5 years.

CONSULTANTS seeking to qualify as an Indian-owned enterprise or an Indian organization must submit the required documentation and information no later than the deadline for submittal of proposals. Indian preference will be provided consistent with 24CFR 1000.48 and CIHA Procurement Policy.

A. Indian Enterprise Qualification Statement (form available upon request):

1. Evidence showing the extent of Indian ownership, control, and interest.
2. Evidence of structure, management, and financing affecting the Indian character of the enterprise, including major subcontracts and purchase agreements; materials or equipment supply arrangements; and management salary or profit sharing arrangements; and evidence showing the effect of these on the extent of Indian ownership and interest.
3. Evidence sufficient to demonstrate to the satisfaction of the housing authority that the individual or firm has the technical, administrative, and financial capability to perform this contract.
4. Evidence to show, at least 51% of the firm is qualified, as an Indian owned enterprise, as defined in 24 CFR 1000.

All persons having familial (including in-laws) and/or employment relationships (past or current) with principals and/or employees of an applicant entity will be excluded from participation on the CIHA evaluation panel. Similarly, all persons having ownership interest in and/or contract with an applicant entity will be excluded from participation on the CIHA evaluation panel.

CIHA reserves the right to reject any and all proposals that it deems are not in the best interest of CIHA. CIHA reserves the right to amend or change the terms of this RFP at its sole discretion if it deems that doing so is in the best interest of CIHA.

Negotiations may be conducted with CONSULTANTS who submit proposals determined to have a reasonable chance of being selected for award, and CONSULTANTS may be requested to clarify or resubmit all or portions of their proposal.

The following information must be included in each Proposal and will form the basis of the evaluation. The point number is the weight of each criterion.

| NO | MAX POINT VALUE | CRITERION DESCRIPTION |
|----|------------------|---|
| 1 | 25 Points | Methodology and responsiveness to required scope of services. Knowledge, expertise, and experience and the ability to provide all of the items listed on the Scope of Services. OVERALL QUALITY AND POSITIVE ASPECTS OF THE PROPOSAL SUBMITTED, based upon the opinion of the evaluators. Proposed schedule for providing services from contract award to deliverables. |
| 2 | 20 Points | Experience of the individuals performing the work: Demonstration of experience in providing compliance related services primarily in Indian Country working with Indian Tribes, Indian Tribal organizations, Tribal Housing Authorities |
| 3 | 20 Points | Qualifications: Demonstration of ability to provide the requested list of services, professional capacity, knowledge and experience of CONSULTANTS working with Tribally Designated Housing Entities and Tribes utilizing the following programs: ICDBG, NAHASDA, Affordable Housing Program, 184 loan guarantee and relevant State and Federal funding sources. |
| 4 | 25 Points | The proposed COST of the services. Submit a firm fixed price for services with a cost cap and rates for incidental expenses. |
| 5 | 10 Points | Indian Owned Enterprise (5 points may be earned for small, women-owned or minority owned businesses). |
| | 100 Points Total | |

The CIHA shall establish a panel to evaluate each proposal submitted in response to this RFP for the applicable administrative area, and in accordance with the evaluation criteria referenced in this document. The evaluation methods utilized by the panel may include an oral interview of each qualified applicant's entity. Virtual meeting interviews may be conducted to obtain additional information regarding the proposal.

11. Attachments

The following documents are attached to and incorporated by reference into this RFP:

- 11.1 Non-Collusion Affidavit (must be completed by all CONSULTANTS)
- 11.2 SAM Clause
- 11.3 Statement Regarding Indian Preference
- 11.4 Form 5369-C Certifications and Representations of Offerors
- 11.5 Supplemental Provisions to Certifications and Representations of Offerors.
- 11.6 Certification of Indian-Owned Enterprise or Indian Organization (must be completed by CONSULTANTS claiming Indian preference)
- 11.7 Contract Template

Non-Collusion Affidavit

I, _____, being first duly sworn under oath, do hereby attest and affirm as follows:

1. That I am a duly authorized officer or agent of _____, the offeror submitting the competitive proposal attached to this Affidavit, for the purpose of certifying the facts pertaining to the existence of collusion among the offerors or between this offeror and any officer, agent or employee of Colville Indian Housing Authority (CIHA) or the Colville Confederated Tribes (Tribe), as well as facts pertaining to the giving or offering things of value to officers, agents or employees of CIHA or the Tribe in return for special consideration in the letting of any contract pursuant to the attached competitive bid.

2. That I am fully aware of the facts and circumstances surrounding the making of the competitive proposal and has been personally and directly involved in the proceedings leading to the submission of such proposal.

3. That the proposal submitted is genuine and is not the product of any collusion and is not a sham proposal, and that all statements in the proposal are true.

4. That neither the offeror named above nor anyone subject to the offeror’s direction or control has been a party:

a. to any collusion among offerors to agree to bid at a fixed price or to refrain from submitting a proposal, or as to quantity, quality, cost element, profit, overhead, or price in the prospective contract or as to any other term of the prospective contract;

b. to any collusion with any CIHA or Tribal officer, agent or employee as to quantity, quality, cost element, profit, overhead, or price in the prospective contract or as to any other term of the prospective contract;

c. to any discussions between offerors or between this offeror and any officer, agent or employee of CIHA or the Tribe pertaining to the giving or offering things of value to officers, agents or employees of CIHA or the Tribe in return for special consideration in the letting of any contract pursuant to the attached proposal.

So sworn this ___ day of _____, 20__.

Signature of Affiant

(Certification on page 2)

SYSTEM FOR AWARD MANAGEMENT REGISTRATION (SAM)
REQUIRED CONTRACT AND SOLICITATION LANGUAGE, FAR 4.1105

(a) Definitions. As used in this provision—

“Electronic Funds Transfer (EFT) indicator means a four-character suffix to the unique entity identifier. The suffix is assigned at the discretion of the commercial, nonprofit, or Government entity to establish additional System for Award Management records for identifying alternative EFT accounts (see [subpart 32.11](#)) for the same entity.

“Registered in the System for Award Management (SAM)” means that—

(1) The Offeror has entered all mandatory information, including the unique entity identifier and the EFT indicator, if applicable, the Commercial and Government Entity (CAGE) code, as well as data required by the Federal Funding Accountability and Transparency Act of 2006 (see [subpart 4.14](#)) into SAM

(2) The offeror has completed the Core, Assertions, and Representations and Certifications, and Points of Contact sections of the registration in SAM;

(3) The Government has validated all mandatory data fields, to include validation of the Taxpayer Identification Number (TIN) with the Internal Revenue Service (IRS). The offeror will be required to provide consent for TIN validation to the Government as a part of the SAM registration process; and

(4) The Government has marked the record “Active”.

“Unique entity identifier” means a number or other identifier used to identify a specific commercial, nonprofit, or Government entity. See www.sam.gov for the designated entity for establishing unique entity identifiers.

(b)

(1) An Offeror is required to be registered in SAM when submitting an offer or quotation, and shall continue to be registered until time of award, during performance, and through final payment of any contract, basic agreement, basic ordering agreement, or blanket purchasing agreement resulting from this solicitation.

(2) The Offeror shall enter, in the block with its name and address on the cover page of its offer, the annotation “Unique Entity Identifier” followed by the unique entity identifier that identifies the Offeror’s name and address exactly as stated in the offer. The Offeror also shall enter its EFT indicator, if applicable. The unique entity identifier will be used by the Contracting Officer to verify that the Offeror is registered in the SAM.

(c) If the Offeror does not have a unique entity identifier, it should contact the entity designated at www.sam.gov for establishment of the unique entity identifier directly to obtain one. The Offeror should be prepared to provide the following information:

(1) Company legal business name.

(2) Tradestyle, doing business, or other name by which your entity is commonly recognized.

- (3) Company physical street address, city, state, and Zip Code.
- (4) Company mailing address, city, state and Zip Code (if separate from physical).
- (5) Company telephone number.
- (6) Date the company was started.
- (7) Number of employees at your location.
- (8) Chief executive officer/key manager.
- (9) Line of business (industry).
- (10) Company headquarters name and address (reporting relationship within your entity).

(d) Processing time should be taken into consideration when registering. Offerors who are not registered in SAM should consider applying for registration immediately upon receipt of this solicitation. See <https://www.sam.gov> for information on registration.

Statement Regarding Indian Preference

If successful, the offeror (through its duly authorized and undersigned representative) hereby agrees and certifies that it will:

1. To the greatest extent feasible, give preference in the award of any subcontracts to Indian organizations and Indian-owned economic enterprises, and adopt and implement, for all subcontracts, the Indian Preference Requirements of 24 CFR 1000.48 – 52, the Tribes’ Tribal Employment Rights Ordinance (Chapter 10-1 of the Colville Tribal Code, hereinafter “TERO”) and the CIHA Procurement Policy to the greatest extent feasible. Copies of these provisions are attached hereto.
2. To the greatest extent feasible, give preference in opportunities for training and employment to Indians, and adopt and implement, for hiring, training, and promotion, the Indian Preference provisions of 24 CFR 1000.48 – 52, the TERO, and the CIHA Personnel Manual. Copies of these provisions are attached hereto.
3. Supply information to CIHA and, where required, to the Tribal Employment Rights Office as established under the TERO, on a periodic basis during performance of its duties under the contract demonstrating its efforts to apply Indian preference in hiring, promotion, training, and subcontracting, including what steps were taken to solicit Indian businesses for subcontracting and Indian people for hiring, promotion, and training.
4. Submit, and cause each subcontractor to submit, a certification and supporting evidence to CIHA whenever it is not feasible to provide Indian preference in subcontracting.

Offerer acknowledges and understands that improper subcontracting or false certification as to Indian preference in hiring and training, or as to subcontracting with Indian enterprises or organizations, shall be grounds for termination of the contract and for seeking penalties against the Contractor.

Dated this ____ day of _____, 20 ____.

Signature

On behalf of:

Printed Name

Name of Offeror

Title

Certifications and Representations of Offerors

Non-Construction Contract

Public reporting burden for this collection of information is estimated to average 5 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information.

This form includes clauses required by OMB's common rule on bidding/offering procedures, implemented by HUD in 24 CFR 85.36, and those requirements set forth in Executive Order 11625 for small, minority, women-owned businesses, and certifications for independent price determination, and conflict of interest. The form is required for nonconstruction contracts awarded by Housing Agencies (HAs). The form is used by bidders/offers to certify to the HA's Contracting Officer for contract compliance. If the form were not used, HAs would be unable to enforce their contracts. Responses to the collection of information are required to obtain a benefit or to retain a benefit. The information requested does not lend itself to confidentiality.

1. Contingent Fee Representation and Agreement

(a) The bidder/offeror represents and certifies as part of its bid/offer that, except for full-time bona fide employees working solely for the bidder/offeror, the bidder/offeror:

- (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.

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

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

2. Small, Minority, Women-Owned Business Concern Representation

The bidder/offeror 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 small business concern. "Women-owned," as used in this provision, means a small 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 enterprise which, pursuant to Executive Order 11625, is defined as a business which is at least 51 percent owned by one or more minority group members or, in the case of a publicly owned business, at least 51 percent of its voting stock is owned by one or more minority group members, and whose management and daily operations are controlled by one or more such individuals.

For the purpose of this definition, minority group members are:

(Check the block applicable to you)

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

3. Certificate of Independent Price Determination

(a) The bidder/offeror certifies that—

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

(b) Each signature on the bid/offer is considered to be a certification by the signatory that the signatory:

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

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

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

4. Organizational Conflicts of Interest Certification

- (a) The Contractor warrants that to the best of its knowledge and belief and except as otherwise disclosed, it does not have any organizational conflict of interest which is defined as a situation in which the nature of work under a proposed contract and a prospective contractor's organizational, financial, contractual or other interest are such that:

(i) Award of the contract may result in an unfair competitive advantage;

(ii) The Contractor's objectivity in performing the contract work may be impaired; or

(iii) That the Contractor has disclosed all relevant information and requested the HA to make a determination with respect to this Contract.

- (b) The Contractor agrees that if after award he or she discovers an organizational conflict of interest with respect to this contract, he or she shall make an immediate and full disclosure in writing to the HA which shall include a description of the action which the Contractor has taken or intends to eliminate or neutralize the conflict. The HA may, however, terminate the Contract for the convenience of HA if it would be in the best interest of HA.

- (c) In the event the Contractor was aware of an organizational conflict of interest before the award of this Contract and intentionally did not disclose the conflict to the HA, the HA may terminate the Contract for default.

- (d) The Contractor shall require a disclosure or representation from subcontractors and consultants who may be in a position to influence the advice or assistance rendered to the HA and shall include any necessary provisions to eliminate or neutralize conflicts of interest in consultant agreements or subcontracts involving performance or work under this Contract.

5. Authorized Negotiators (RFPs only)

The offeror represents that the following persons are authorized to negotiate on its behalf with the PHA in connection with this request for proposals: (list names, titles, and telephone numbers of the authorized negotiators):

6. Conflict of Interest

In the absence of any actual or apparent conflict, the offeror, by submission of a proposal, hereby warrants that to the best of its knowledge and belief, no actual or apparent conflict of interest exists with regard to my possible performance of this procurement, as described in the clause in this solicitation titled "Organizational Conflict of Interest."

7. Offeror's Signature

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

Signature & Date:

Typed or Printed Name:

Title:

Supplemental Provisions to Certifications and Representations of Offerors

Certifications and Representations of Offerors/Non-Construction Contract, Form HUD-5369-C (8/93)

1. The terms "PHA" and "HA" as used in the form mean "TDHE" or "Tribally Designated Housing Entity".
2. The term "offeror" as used in the form also means "proposer".
3. The term "Contractor" as used in the form means "proposer".

INDIAN ENTERPRISE QUALIFICATION STATEMENT

NOTE: Submit completed questionnaire to the Colville Indian Housing Authority within the time frame specified. Use additional sheets to complete answer if needed.

The Undersigned certifies under oath the truth and correctness of all answers to questions made hereinafter:

1. Applicant wishes to qualify as:

An "Economic Enterprise" as defined in Section 3(e) of the Indian Financing Act of 1974 (P.L. 93-262); that is "any Indian-Owned...commercial, industrial or business activity established or organized for the purpose of profit"; Provided, that such Indian Ownership shall constitute not less than 51 percent of the enterprise:

--or--

An "Organization" as defined in Section 3(f) of the Indian Financing Act (P.L. 93-262); that is "the governing body of any Indian tribe, as defined in subsection (c) of [Section 3 of the Indian Financing Act], or entity established or recognized by such governing body for the purposes of [Chapter 17 of Title 25 of the United States Code]."

2. Name of Enterprise or Organization: _____

Address: _____

Telephone No.: _____

3. Check One:

Corporation

Joint Venture

Partnership

Other:

Sole Proprietorship

4. Answer the following:

If a Corporation:

a. Date of incorporation: _____

b. Tribe or State of incorporation: _____

c. Give the names and addresses of the officers of this Corporation and establish whether they are Indian (I) or Non-Indian (NI).

| <u>Name and Social Security No.</u> | <u>I or NI</u> | <u>Title</u> | <u>Address</u> | <u>% of Stock Ownership</u> |
|---|--------------------|-------------------------------|----------------|---------------------------------|
| _____ | _____ | <u>President</u> | _____ | _____ |
| _____ | _____ | <u>Vice-President</u> | _____ | _____ |
| _____ | _____ | <u>Secretary or Clerk</u> | _____ | _____ |
| _____ | _____ | <u>Treasurer</u> | _____ | _____ |
| _____ | _____ | _____ | _____ | _____ |
| _____ | _____ | _____ | _____ | _____ |
| _____ | _____ | _____ | _____ | _____ |
| _____ | _____ | _____ | _____ | _____ |
| _____ | _____ | _____ | _____ | _____ |

d. Complete the following information on all stockholders who are not listed in c. above, owning 0% or more of the stock. Establish whether they are Indian (I) or Non-Indian (NI).

| <u>Name and Social Security No.</u> | <u>I or NI</u> | <u>Address</u> | <u>% of Stock Ownership</u> |
|---|--------------------|----------------|---------------------------------|
| _____ | _____ | _____ | _____ |
| _____ | _____ | _____ | _____ |
| _____ | _____ | _____ | _____ |

If a Sole Proprietorship or Partnership:

a. Date of Organization: _____

b. Give the following information on the individual or partners and establish whether they are Indian (I) or Non-Indian (NI).

| <u>Name and Social Security No.</u> | <u>I or NI</u> | <u>Address</u> | <u>% of Stock Ownership</u> |
|---|--------------------|----------------|---------------------------------|
| _____ | _____ | _____ | _____ |
| _____ | _____ | _____ | _____ |
| _____ | _____ | _____ | _____ |
| _____ | _____ | _____ | _____ |
| _____ | _____ | _____ | _____ |

If a Joint Venture:

a. Date of Joint Venture Agreement: _____

b. Attach the information for each member of the joint venture prepared in the appropriate format given above.

5. Give the name, address, and telephone number of the principal spokesperson of your organization: _____

6. Has any officer or partner of your organization listed in #4 been an officer or partner of another organization that failed in the last ten years to complete a contract? _____

If yes, state circumstances:

7. Has this enterprise failed in the last ten years to complete any work awarded to it or to complete the work on time? ____

If so, note when, where and why:

8. Will any officer or partner listed in #4 be engaged in out-side employment?

____ Yes

____ No

If Yes, complete:

| <u>Name/Title</u> | <u>Hours Per Week</u> | <u>Outside the Enterprise</u> |
|-------------------|-----------------------|-------------------------------|
| _____ | _____ | _____ |
| _____ | _____ | _____ |
| _____ | _____ | _____ |
| _____ | _____ | _____ |
| _____ | _____ | _____ |

9. If the enterprise or anyone listed in #4 above, currently subject to an administrative sanction issued by any department or agency of the Federal Government?

____ Yes

____ No

If Yes, complete:

Date of Type of Department

| <u>Name of person/business</u> | <u>Action</u> | <u>Action</u> | <u>or Agency</u> |
|--------------------------------|---------------|---------------|------------------|
| _____ | _____ | _____ | _____ |
| _____ | _____ | _____ | _____ |
| _____ | _____ | _____ | _____ |

10. Does this enterprise have any subsidiaries or affiliates or is it a subsidiary or affiliate of another concern?

____ Yes

____ No

If Yes, complete:

| <u>Name and address of subsidiary, affiliate or other concern</u> | <u>Description of Relationship</u> |
|---|------------------------------------|
| _____ | _____ |
| _____ | _____ |
| _____ | _____ |
| _____ | _____ |

11. Does this enterprise or any person listed in #4 above have or intend to enter into any type of agreement with any other concern or person which relates to or affects the on-going administration, management or operations of this enterprise? These include but are not limited to management, and joint venture agreements and any arrangement or contract involving the provision of such compensated services as administrative assistance, data processing, management consulting of all types, marketing, purchasing, production and other types of compensated assistance.

____ Yes

____ No

If yes, attach a copy of any written agreement or an explanation of any oral or intended agreement.

12. Has this enterprise ever been subject to a judgment of any court or administrative sanction (Federal, State, or Tribal)?

____ Yes

____ No

Has any individual listed in #4 ever been subject to judgment of any court or administrative sanction (Federal, State, or Tribal)?

____ Yes

____ No

If the answer is Yes to either question, furnish details in a separate attachment.

13. Has any tax lien or other collection procedure been instituted against this enterprise or the individuals listed in #4 as a sole proprietor or partner in their capacities with this enterprise or other enterprise?

____ Yes

____ No

If yes, furnish details in a separate exhibit.

14. Has this enterprise or any person listed in #4 ever been involved in a bankruptcy or insolvency proceeding?

____ Yes

____ No

If yes, provide details in an attachment.

15. What dollar amount of Working Capital is available to your enterprise prior to the start of construction?

\$ _____

Explain the source of these funds: _____

Include a copy of the Company's most recent audited financial statement.

16. How will project development bookkeeping and payroll be maintained: (check one)

a. By contract with an outside professional accounting firm: _____

Name: _____ Address: _____

_____ Telephone: _____

b. Records are to be kept by enterprise personnel: _____
If "b" has been checked--state the qualifications of

your personnel to perform this function:

c. Other: _____

17. Trade References (include addresses and phone numbers):

18. Bank and credit references (including addresses and phone numbers):

19. Indicate the core crew employees in your work force, their job titles, and whether they are Indian or Non-Indian. Core crew is defined as an individual who is either a current bonafide employee or who is not a current employee but who is regularly employed in a supervisory or other key skilled position when work is available.

b. Over the past three years, what has been the average number of employees:

20. Attach certification by a tribe or other evidence of enrollment in a federally recognized tribe for each officer, partner or individual designated as an Indian in #4.

21. Attach a certified copy of the charter, article of incorporation, by-laws, partnership agreement, joint venture agreement and/or other pertinent organizational documentation.

22. Explain in narrative form the stock ownership, structure, management, control, financing, and salary or profit sharing arrangements of the enterprise, if not covered in answers to specific questions heretofore. Attach copies of all shareholder agreements, including voting trust, employment contracts, agreements between owners and enterprise. Include information on salaries, fees, profit sharing, material purchases, and equipment lease or purchase arrangements.

Evidence relating to structure, management, control, and financing should be specifically included. Also, list the specific management responsibilities of each principal, sole proprietor, partner, or party to a joint venture (as appropriate) listed in response to #4.

23. Attach evidence that the enterprise (or an individual in it) is appropriately licensed for the type of work that is to be performed. Include Federal ID Number.

24. Attach a brief resume of the education, technical training, business, employment, design and/or construction experience for each officer, partner or sole proprietor listed in #4. Include references.

NOTES:

I. Omission of any information may be cause for this statement not receiving timely and complete consideration.

II. The persons signing below certify that all information in this INDIAN ENTERPRISE QUALIFICATION STATEMENT, including exhibits and attachments, is true and correct.

III. Print and type name below all signatures.

If applicant is Sole Proprietor, Sign Below:

Name Date

If applicant is in a Partnership or Joint Venture, all Partners must sign below:

Name Date

Name Date

If applicant is a corporation, affix corporate seal

Corporate Seal

By: _____
President's Signature Date

Attested by: _____
Corporate Secretary's Signature Date

WARNING: U.S. Criminal Code, Section 1010, Title 18, U.S.C. provides in part:
"Whoever...makes, passes, utters, or publishes any statement, knowing the same to be
false...shall be fined not more than \$5,000 or imprisoned not more than two years, or both."

**PROFESSIONAL SERVICES CONTRACT
BETWEEN COLVILLE INDIAN HOUSING AUTHORITY
AND**

This Contract is entered into on the Reservation of the Confederated Tribes of the Colville Reservation, between the **Colville Indian Housing Authority** (“CIHA”) and _____ (“CONTRACTOR”), for the purpose of securing the services of CONTRACTOR to provide the professional services set out in Section 3 herein.

1. CONTRACT DOCUMENTS

- 1.1** CONTRACTOR enters into this Contract and remains throughout the term of this Contract as an independent contractor and not an employee.
 - 1.1.1** CONTRACTOR is not subject to the day-to-day supervision of CIHA, but is contracted independently to complete the project(s) oversight described herein.
 - 1.1.2** CONTRACTOR shall be directly responsible to CIHA for all purposes contractual, supervisory, and performance-related under this Contract.
 - 1.1.3** CONTRACTOR is not entitled to the rights of benefits afforded to Tribal or CIHA employees, including, but not limited to, disability or unemployment insurance, workers’ compensation, medical insurance, annual or sick leave, or any other employment benefit accorded to Tribal or CIHA employees.
 - 1.1.4** CONTRACTOR is responsible for providing, at CONTRACTOR’s expense, employer’s taxes, applicable worker’s compensation and unemployment insurance, appropriate liability insurance, and applicable licenses for CONTRACTOR.
- 1.2** Contract documents consist solely of this written Contract signed by both parties; and the submitted proposal by CONTRACTOR dated _____, the Request for Proposals, dated _____, and RFP Amendments if any, which are incorporated herein by reference.
 - 1.2.1** If CONTRACTOR is retained to render services under contracts or grants received by CIHA, CONTRACTOR also shall be bound by the terms of those contracts or grants.
 - 1.2.2** CIHA assumes no further obligations to CONTRACTOR other than those set forth in this Contract.
- 1.3** **CIHA’s Contracting Officer** for the purposes of this Contract is: Douglas Marconi, Sr.

2. TERM OF CONTRACT. The term of this contract shall be until _____, unless extended pursuant to the terms of this Contract.

3. SERVICES TO BE PERFORMED BY CONTRACTOR

- 3.1** CONTRACTOR is retained to provide the following professional services:
 - 3.1.1** Prepare, organize, write, format and timely submit a professionally-detailed and comprehensive grant application on behalf of CIHA for the Indian Housing Block Grant (IHBG) Program--Competitive Grants, in according with the guidelines as specified in the Notice of Funding Availability published by the Department of Housing and Urban Development (HUD), FR-6600-N-48 (the “Grant Application”);
 - 3.1.2** The Grant Application must be submitted to HUD no later than 11:59 P.M. EDT, on November 17, 2022.

- 3.1.3 Maintain files, documentation and correspondence and send back up copies to CIHA for archival purposes;
- 3.1.4 Work with CIHA staff to direct tasks that need to be completed and by what dates for the submission of the Grant Application;
- 3.1.5 Coordinate with third party professional to provide the documents necessary to submit the Grant Application any necessary follow-up with HUD.
- 3.2 CONTRACTOR will identify the need, if any, for consultants, subcontractors, or related business professional services, and provide such analysis to CIHA. CIHA will make the final determination, after consulting with CONTRACTOR, whether such consultants, subcontractors, or related business professional services are needed for the project. CONTRACTOR will procure such services through the applicable procurement process and consistent with all applicable competitive procurement requirements.
- 3.3 All work product generated under this Contract by CONTRACTOR, outside consultants, or subcontractors, shall be based upon CONTRACTOR's knowledge, experience, and professional judgment;
- 3.4 CONTRACTOR shall adhere to all laws, regulations, or standards applicable to such work in the performance of this Contract.

4. **COMPENSATION**

- 4.1 CIHA shall compensate CONTRACTOR for services rendered under this contract as follows: firm fixed price of_____.
- 4.2 Additional services, if necessary, will be compensated at \$_____ per hour of professional staff time expended, upon approval of a change order per contract section 9.
- 4.3 CIHA shall pay compensation on the tenth of each month for the previous month's work, upon submission by CONTRACTOR of properly itemized invoices and receipts, or credit card itemized billings, to CIHA's Executive Director.
- 4.4 Except in an emergency, advanced written approval shall be obtained from CIHA for additional amounts for fees and expenses.

- 5. **CONDITIONAL CONSENT TO REPRESENT OTHER CLIENTS.** During the term of this Contract, CONTRACTOR shall not engage or participate in any activity that conflicts with, or business that is in direct competition with, the business of CIHA.

6. **GENERAL PROVISIONS**

- 6.1 **Integration.** This Contract expresses the complete understanding of the parties, and supersedes any and all other contracts or agreements, either oral or in writing, between the parties with respect to the terms of this Contract. Each party to this Contract acknowledges that no representation, inducements, promises, or agreements, orally or otherwise, have been made by any party, or anyone dealing on behalf of any party, which are not embodied herein; and that no other agreement, statement, or promise not contained in this Contract shall be valid or binding on either party, except that any other written agreement dated concurrent with or after this Contract shall be valid as between the signing parties.
- 6.2 **Modifications.** Any modification of this Contract will be effective only if it is in writing and signed by both parties.

6.3. Property of Parties

6.3.1 All records, of any nature, whether existing at the time of this Contract, produced through the efforts of CONTRACTOR, or obtained by CONTRACTOR from any other source, and whether prepared by CONTRACTOR or otherwise, shall remain the exclusive property of CIHA.

6.3.2 All Tribal or CIHA equipment, books, and files/records utilized by CONTRACTOR in performing CONTRACTOR's duties under this Contract shall be returned immediately to CIHA by CONTRACTOR on expiration or termination of this Contract, regardless of whether any dispute exists between CIHA and CONTRACTOR at and/or following the expiration or termination of this Contract.

6.3.3 Intellectual Property.

6.3.3.1 If this Contract involves performance of experimental, developmental, or research work funded in whole or in part by the Federal government, CONTRACTOR and CIHA shall comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

6.3.3.2 Except as provided in Section 6.3.3.1, above, CONTRACTOR agrees that ownership of all materials developed under this Contract shall be in CIHA.

6.3.3.3 CONTRACTOR may retain all personal notes relating to work under this Contract, and may retain copies of documents generated by CONTRACTOR pursuant to this Contract; provided, however, that copies of all notes and ORIGINAL copies of all documents created in the performance of this Contract, shall be provided to CIHA.

6.4 Waiver.

6.4.1 The failure of either party to insist on strict compliance with any terms, covenants, or conditions of this Contract by the other party shall not be deemed waiver of that term, covenant, or condition; nor shall any waiver or relinquishment of any right or power at any one time or times be deemed a waiver or relinquishment of that right or power of all and or any other times.

6.4.2 Nothing in this Contract shall be construed to waive CIHA's sovereign immunity from suit.

6.5 Governing Law. The Laws of the Colville Confederated Tribes shall govern this Contract.

6.6 Insurance. CONTRACTOR shall be liable for any damages to CIHA resulting from CONTRACTOR's acts and omissions, as well as the acts and omissions of any of CONTRACTOR's employees, agents, or officers, and CONTRACTOR shall carry insurance in the following amounts:

6.6.1 General Liability: \$1,000,000.00

6.6.2 Professional Liability: \$1,000,000.00

6.7 Attorney Fees. If any legal action is commenced or necessary to enforce or interpret the terms of this Contract, the prevailing party shall be entitled to reasonable Attorney fees and costs.

6.8 Termination.

- 6.8.1** CIHA may terminate this Contract in whole, or from time to time in part, for CIHA's convenience or the failure of the CONTRACTOR to fulfill the contract obligations (default). CIHA shall terminate by delivering to the CONTRACTOR a written Notice of Termination specifying the nature, extent, and effective date of the termination. Upon receipt of the notice, the CONTRACTOR shall: (i) immediately discontinue all services affected (unless the notice directs otherwise); and (ii) deliver to CIHA all information, reports, papers, and other materials accumulated or generated in performing this contract, whether completed or in process.
- 6.8.2** If the termination is for the convenience of CIHA, CIHA shall be liable only for payment for services rendered and adequately performed before the effective date of the termination.
- 6.8.3** If the termination is due to the failure of CONTRACTOR to fulfill its obligations under the Contract (default), CIHA may (i) require CONTRACTOR to deliver to it, in the manner and to the extent directed by CIHA, any work as described in Section 6.8.1 above, and compensation be determined in accordance with the Changes clause herein; (ii) take over the work and prosecute the same to completion by contract or otherwise, and CONTRACTOR shall be liable for any additional cost incurred by CIHA; (iii) withhold any payments to CONTRACTOR, for the purpose of off-set or partial payment, as the case may be, of amounts owed to CIHA by CONTRACTOR.
- 6.8.4** If, after termination for failure to fulfill contract obligations (default), it is determined that CONTRACTOR had not failed, the termination shall be deemed to have been effected for the convenience of CIHA, and CONTRACTOR shall be entitled to payment as described in Section 6.8.2 above.
- 6.8.5** Upon the occurrence of any Event of Default by CIHA, and at any time as long as such Event of Default by CIHA continues, CONTRACTOR may, at its option, declare this Contract to be in default and exercise any one or more of the following remedies: (i) Terminate this Contract by written notice to CIHA, which termination shall be effective upon delivery of such notice to CIHA; (ii) Exercise all rights and remedies available to CONTRACTOR at law or in equity under the laws of the Colville Confederated Tribes.
- 6.8.6** In the event of the death or disability of CONTRACTOR, this Contract may be terminated by CIHA, and CIHA shall pay to the administrator or personal representative of CONTRACTOR's estate any compensation due CONTRACTOR hereunder.
- 6.8.7** Any disputes with regard to this clause are expressly made subject to the terms of clause titled Dispute Resolution herein.

7. INDIAN PREFERENCE (Section 7(b) Clause).

- 7.1** Contractor shall comply with all applicable laws, ordinances, rules, regulations, and lawful orders of the Colville Confederated Tribes, CIHA, and the United States governing performance of the Scope of Services. This Contract is subject applicable governing law, which includes, but is not limited to: the Tribal employment and contracting preferences of the Colville Confederated Tribes, if any.
- 7.2** If the Colville Confederated Tribes does not have Tribal employment and contracting preferences, and only until such time as the Colville Confederated Tribes adopts such preferences through law or regulation, the following Indian preference provisions shall apply.
- 7.3** **Indian Preference (Section 7(b) Clause):** The work to be performed under this contract is on a project subject to section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450e(b)) (the Indian Act). Section 7(b) requires that to the greatest extent feasible:

- 7.3.1 Preferences and opportunities for training and employment shall be given to Indians; and
- 7.3.2 Preferences in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned economic enterprises.
- 7.3.3 CONTRACTOR shall comply with the provisions of section 7(b) of the Indian Act.
- 7.3.4 In connection with this Contract, CONTRACTOR shall, to the greatest extent feasible, give preference in the award of any subcontracts to Indian organizations and Indian-owned economic enterprises, and preferences and opportunities for training and employment to Indians.
- 7.3.5 CONTRACTOR shall include this section 7(b) clause in every subcontract in connection with the project, and shall, at the direction of CIHA take appropriate action pursuant to the subcontract upon a finding by the recipient or HUD that the subcontractor has violated the section 7(b) clause of the Indian Act.

8. DISPUTE RESOLUTION.

- 8.1 "Claim" as used in this clause, means a written demand or written assertion by one of the contracting parties seeking, as a matter of right, the payment of money in a sum certain, the adjustment or interpretation of Contract terms, or other relief arising under or relating to the Contract. A claim arising under the Contract, unlike a claim relating to the Contract, is a claim that can be resolved under a Contract clause that provides for the relief sought by the claimant. A voucher, invoice, or other routine request for payment that is not in dispute when submitted is not a claim. The submission may be converted to a claim by complying with the requirements of this clause, if it is disputed either as to liability or amount or is not acted upon in a reasonable time.
- 8.2 All disputes arising under or relating to this Contract, including any claims for damages for the alleged breach thereof which are not disposed of by agreement, shall be resolved exclusively under this clause.
- 8.3 The details and supporting documents of all claims by CONTRACTOR for additional compensation, or for an extension of time of performance, or for any dispute regarding a question of fact, or for interpretation of the Contract, shall be made in writing and submitted to the Contracting Officer for a written decision within ten (10) calendar days from the date of the occurrence of the dispute. CONTRACTOR agrees that unless these written notices are provided, CONTRACTOR will have no entitlement to additional time or compensation for such act, event or condition and such failure to provide such notice shall constitute a waiver of the claims. All claims by CIHA against CONTRACTOR shall be made in writing and submitted to CONTRACTOR within ten (10) calendar days from the date of the occurrence of the dispute.
- 8.4 Presenting Claim. In presenting the claim and supporting documentation, CONTRACTOR shall specifically include, to the extent then possible, the following:
 - 8.4.1 Certification signed by CONTRACTOR that the claim is made in good faith, that the supporting data is accurate and complete to the best of CONTRACTOR's knowledge and belief, and that the amount requested accurately reflects the Contract adjustment for which CONTRACTOR believes CIHA is liable.
 - 8.4.2 A narrative which describes the facts and outlines the analysis of responsibility and causal connection of the claim including: (i) A brief summary of the claim and the facts pertinent to the claim; (ii) The specific Contract provisions on which the claim is based; (iii) A description of the relative responsibilities of each party giving rise to the claims; (iv) A

description of the cause and effect relationship between the relevant acts and omissions of the specific responsible parties and the damages or additional costs claimed; (v) Documentation which supports the narrative including schedules, graphs, charts, photographs, and any other pertinent documents or information; (vi) Quantitative analysis and presentation of requested additional compensation and/or the additional time including: (A) A summary of additional compensation and/or additional time requested; (B) Supporting calculations, subcalculations, cost data and documents including proof of expenditures to support the claimed additional compensation and/or additional time.

- 8.5** All claims by CONTRACTOR shall be made in writing and submitted to the Contracting Officer for a written decision.
- 8.6** The Contracting Officer shall, within _____ (60 unless otherwise indicated) days after receipt of the request, decide the claim or notify CONTRACTOR of the date by which the decision will be made.
- 8.7** The Contracting Officer's decision shall be final unless CONTRACTOR appeals in writing to a higher level in CIHA in accordance with CIHA's applicable policy and procedures for such appeals, if any. In the event that CIHA does not have a policy and procedures for such an appeal, an appeal may be made to the governing body of CIHA. Such appeal must be made within _____ (10 unless otherwise indicated) days after receipt of the Contracting Officer's decision.
- 8.8** CONTRACTOR shall proceed diligently with performance of this Contract, pending final resolution of any request for relief, claim, appeal, or action arising under or relating to the Contract, and comply with any decision of the Contracting Officer.
- 8.9** Nothing in this Contract, or any action taken by CIHA or any of its agents or employees in connection with this Contract shall be deemed to be a waiver of the sovereign immunity of CIHA or the Tribe.
- 8.10** CONTRACTOR hereby acknowledges and irrevocably consents to the exclusive personal and subject matter jurisdiction of the Tribal Court or other Tribal dispute resolution entity or mechanism of the Tribe over any dispute, suit or other legal action that may be filed relating to the Contract, provided that this provision shall not be deemed to be a waiver of the sovereign immunity of the Tribe or CIHA, which immunity is hereby expressly asserted, and provided further that any order, judgment or award of such Court or dispute resolution entity or mechanism in favor of CIHA and against CONTRACTOR may be registered or enforced in any court of competent jurisdiction.

9. CHANGES

- 9.1** CIHA may at any time, by written order, and without notice to the sureties, if any, make changes within the general scope of this Contract in the services to be performed or supplies to be delivered.
- 9.2** If any such change causes an increase or decrease in the hourly rate, the not-to-exceed amount of the Contract, or the time required for performance of any part of the work under this contract, whether or not changed by the order, or otherwise affects the conditions of this contract, CIHA shall make an equitable adjustment in the not-to-exceed amount, the hourly rate, the delivery schedule, or other affected terms, and shall modify the contract accordingly.
- 9.3** CONTRACTOR must assert its right to an equitable adjustment under this clause within 10 days from the date of receipt of the written order. However, if CIHA decides that the facts justify it, CIHA may receive and act upon a proposal submitted before final payment of the Contract.
- 9.4** Failure to agree to any adjustment shall be a dispute under clause Disputes, herein. However, nothing in this clause shall excuse the Contractor from proceeding with the contract as changed. No services for which an additional cost or fee will be charged by the Contractor shall be furnished without the prior written consent of CIHA.

10. MISCELLANEOUS TERMS AND CONDITIONS

- 10.1 Lead-Based Paint Poisoning Prevention.** CONTRACTOR will comply with the lead-based paint poisoning prevention requirements set out in 24 CFR 1000.40.
- 10.2 Reserved**
- 10.3 Contract Work Hours and Safety Standards Act.** In contracts awarded by CIHA in excess of \$100,000 that involve the employment of mechanics or laborers, CONTRACTOR will comply with 40 U.S.C. 3702 and supplemented by Department of Labor regulations as set out in 29 CFR Part 5. Under 40 U.S.C. 3702, CONTRACTOR must compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.
- 10.4 Prevailing Wage Requirements.** CONTRACTOR will pay prevailing wages as required by 25 U.S.C. § 4114 of the Native American Housing Assistance and Self-Determination Act, and as set out elsewhere in this Contract.
- 10.5 Use of Debarred, Suspended or Ineligible Contractors.** CONTRACTOR will comply with Executive Orders 12549 and 12689, and OMB implementation guidelines as set out in 2 CFR 180. A contract award must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. CONTRACTOR will comply with the prohibitions set out in 24 CFR Part 24, 2 CFR Part 200, 2 CFR Part 2424, as well as any Tribal and CIHA requirements, with regard to the use of debarred, suspended or ineligible subcontractors. (24 CFR 1000.44).
- 10.6 Drug-Free Workplace.** CONTRACTOR will comply with the Drug-Free Workplace Act of 1988, HUD's implementing regulations at 24 CFR Part 24, and any tribal requirements as set out in 24 CFR 1000.46.
- 10.7 Equal Employment Opportunity.** CONTRACTOR will comply with Executive Order 11246 of September 24, 1965, entitled "Equal Employment Opportunity," as amended by Executive Order 11375 of October 13, 1967, as further amended by Executive Order 13672 of July 21, 2014, and as supplemented in Department of Labor regulations (41 CFR chapter 60).
- 10.8 No Liens.** The property on which services will be performed is located on the reservation of the Colville Confederated Tribes. As such, the property cannot be subject to any mechanic's or other lien, and this Contract does not create or grant any such right. Contractor shall not attempt to assert or perfect any such lien, nor permit any subcontractors to do so. Contractor and all subcontractors shall ensure that no mechanic's or other liens are filed against CIHA's property arising out of work performed under this Contract or for any other purpose. In the event that a lien is filed against CIHA's property, Contractor and all subcontractors shall, at CIHA's request, at any time that Contractor is disputing the validity or amount of such lien, provide a bond or other security reasonably acceptable to CIHA in the amount of such lien. Without regard to any other duty or requirement under this Contract, Contractor shall assure that all liens of whatever nature shall be resolved prior to payment of the final payment under this Contract.
- 10.9 Indemnity.** CONTRACTOR shall indemnify CIHA against and hold CIHA harmless from any and all claims, actions, damages, costs, expenses (including reasonable attorneys' fees), obligations, liabilities and liens (including any of the foregoing arising or imposed under the doctrines of "strict

liability" or "product liability" and including, without limitation, the cost of any fines, remedial action, damage to the environment and cleanup and the fees and costs of consultants and experts), arising out of the services provided by CONTRACTOR pursuant to this Contract, or for any other activities of CONTRACTOR or CONTRACTOR's officers, agents, or employees, excluding, however, any of the foregoing resulting from the sole negligence or willful misconduct of CIHA. CONTRACTOR agrees that upon written notice by CIHA of the assertion of such a claim, action, damage, obligation, liability or lien, CONTRACTOR shall assume full responsibility for the defense thereof. CONTRACTOR's choice of counsel shall be mutually acceptable to both CIHA and CONTRACTOR.

10.10 Assignment.

10.10.1 Neither party may assign this Contract or any interest in this Contract without the express prior written consent of the other party, which consent shall not be unreasonably withheld; provided, however, that CIHA may assign its rights under this Contract to an affiliate of CIHA or to the Colville Confederated Tribes in the event of a merger, reorganization, or consolidation as a result of which CIHA is not a surviving legal entity. In the event of any such assignment by either party, that party's assignee shall have all the rights, powers, privileges, remedies and obligations of the assigning party set forth in this Contract.

10.10.2 This Contract shall be binding upon and inure to the benefit of CIHA and CONTRACTOR and their respective permitted successors and assigns.

10.11 Copyrights and Rights in Data. The United States Department of Housing and Urban Development reserves an irrevocable, non-exclusive, and royalty-free license to reproduce, publish, or otherwise use, for Federal government purposes only and to the extent otherwise permitted by law, (a) the copyright in any work developed under a grant or subgrant, or contract under a grant or subgrant, and (b) any rights of copyright to which a grantee, subgrantee, or contractor purchases ownership with grant support.

10.12 Examination and Retention of Contractor's Records.

10.12.1 CIHA, HUD, and the Comptroller General of the United States, and any of their duly authorized representatives, shall, until three years after final payment is made under this Contract, have access to and the right to examine any of CONTRACTOR's directly pertinent books, documents, papers, or other records involving transactions related to this Contract, for the purpose of making audit, examination, excerpts, and transcriptions.

10.12.2 CONTRACTOR agrees to include in all subcontracts under this Contract at any tier a clause substantially the same as subparagraph 10.12.1 above.

10.12.3 The periods of access and examination in subparagraphs 10.12.1 and 10.12.2 above for records relating to (1) appeals under the disputes clause of this Contract, (2) litigation or settlement of claims arising from the performance of this Contract, or (3) costs or expenses of this Contract to which CIHA, HUD, or the Comptroller General or any of their duly authorized representatives have taken exception shall continue until the disposition of such appeals, litigation, claims, or exceptions.

10.13 Environmental Laws and Regulations. CONTRACTOR shall comply with all applicable standards, orders, regulations, or requirements issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671(q)) the Federal Water Pollution Act Control Act as amended (33 U.S.C. 1251-1387), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR Part 15). This clause applies only to contracts and subgrants in excess of \$150,000. Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

10.14 Energy Policy and Conservation Act. CONTRACTOR shall comply with all applicable mandatory standards and policies relating to energy efficiency which are contained in the state energy

conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat. 871).

10.15 Restrictions on Lobbying. CONTRACTOR shall comply with Restrictions on Lobbying (Public Law 101-121, Section 319) as supplemented by applicable HUD regulations. CONTRACTOR shall comply with the Byrd Anti-Lobbying Amendment (31 U.S.C. 1352). CONTRACTOR must complete a certification form on lobbying activities related to a specific Federal loan or grant that is a funding source for this Contract for an award exceeding \$100,000. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award as set out in 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award. . Certifications and disclosures are forwarded from tier to tier up to the CIHA. Necessary certification and disclosure forms shall be provided by CIHA.

10.16 Notices. Any notice, request, demand, statement, authorization, approval or consent required or permitted under this Contract shall be in writing and shall be made by, and deemed duly given upon, (a) deposit in the mail, postage prepaid, registered or certified, return receipt requested, (b) personal delivery, (c) delivery to an overnight courier of recognized reputation, or (d) facsimile transmission (with confirmation by mail), as follows, or to such other address and/or such additional parties as either party may specify by written notice given in accordance with this section:

If to CONTRACTOR:

Attention: _____

If to CIHA:

Colville Indian Housing Authority
41 Convalescent Blvd./P.O. Box 528
Nespelem, WA 99155

Attention: Executive Director

All such notices and communications hereunder shall be deemed given upon personal delivery, seven business days after deposit in the mail, two business days following deposit with any international courier service of recognized reputation or one business day after transmission by telefax.

10.17 Certificate and Release. Prior to final payment under this Contract, or prior to settlement upon termination of this Contract, and as a condition precedent thereto, CONTRACTOR shall execute and deliver to CIHA a certificate and release, in a form acceptable to CIHA, of all claims against CIHA by CONTRACTOR under and by virtue of this Contract, other than such claims, if any, as may be specifically excepted by the Contractor in stated amounts set forth therein.

10.18 No Third Party Beneficiaries. Neither this Contract nor any provision hereof, nor any document or instrument executed or delivered pursuant hereto, shall be deemed to create any right in favor of or impose any obligation upon any person or entity other than the parties hereto and their respective permitted successors and assigns, except for those provisions which recognize the rights of certain agencies of the United States.

- 10.19 Legal Advice and Construction of Contract.** Each party represents that it has received independent legal advice with respect to the preparation of, and the advisability of entering into, this Contract and neither has been entitled to rely upon nor has in fact relied upon the legal or other advice of the other party or such other party's counsel in entering into this Contract. Each party has participated in the drafting and preparation of this Contract, and, accordingly, in any construction or interpretation of this Contract, the same shall not be construed against either party by reason of the source of drafting.
- 10.20 Parties' Understanding.** Each party represents that it has carefully read this Contract, that this Contract has been fully explained to it by its attorney, that it fully understands the final and binding effect of this Contract, that the only promises made to it to sign this Contract are those stated above, and that it is signing this Contract voluntarily.
- 10.21 Force Majeure.** No party hereto shall be deemed in default if its performance of obligations hereunder is delayed or becomes impossible or impractical by reason of any act of God, war, fire, earthquake, strike, civil commotion, epidemic or any other cause beyond such party's reasonable control.
- 10.22 Limitation of Damages.** Except as expressly set forth herein, in any action or proceeding arising out of, relating to or concerning this Contract, including, without limitation, any claim of breach of contract, liability shall be limited to compensatory damages proximately caused by such breach and no party shall, under any circumstances, be liable to the other party for consequential, incidental, indirect or special damages, including but not limited to lost profits or income, even if such party has been apprised of the likelihood of such damages occurring. Provided, however, that CONTRACTOR shall be liable to CIHA if CONTRACTOR fails to follow the HUD Grant Application Guidelines as set out in the Notice of Funding Availability, and as a proximate result of such failure CIHA's Grant Application is not funded; under such circumstance, CONTRACTOR shall be liable to CIHA for the full amount of the funding grant applied for in the Grant Application.
- 10.23 Entire Agreement.** This Contract constitutes the entire agreement between the parties with respect to the subject matter covered by this Contract and supersedes all previous discussions, negotiations, oral or written, representations, statements, arrangements, agreements and understandings, if any, by and between the parties with respect to the subject matter covered by this Contract other than those herein, and any such discussions, negotiations, oral or written, representations, statements, arrangements, agreements and understandings are hereby canceled and terminated in all respects. This Contract may not be amended, changed or modified except by a writing duly executed by the parties hereto or their duly authorized representatives. The parties have made no representations or warranties not expressly set forth in this Contract.
- 10.24 Warranty of Work and Materials.** Contractor warrants to CIHA for a period of one year after the date of any specific services provided that the materials and equipment incorporated in the services provided will be new unless otherwise specified and that the work performed will be free from faults and defects unless CIHA has previously given Contractor an acceptance of such condition. Contractor's warranty excludes remedy for damage or defect caused by abuse, modifications not done by Contractor, improper or insufficient maintenance, improper operation, normal wear and tear under normal usage or the acts or omissions of CIHA, its employees, agents, contractors and all those claiming by, through or under them. Contractor shall, upon final completion of any specific project and upon receipt by Contractor of the final payment, assign to CIHA all warranties for materials and equipment incorporated in the work, to the extent such warranties are assignable.
- 10.25 Licenses and Permits.** Contractor hereby represents and warrants that all of its employees, officers, and agents possess the licenses and permits necessary under applicable law to perform the scope of services under this Contract.
- 10.26 Conflicts of Interest (24 CFR 1000.32).** Based on federal regulations (24 CFR 1000.32) and where 24 CFR 1000.32 applies, in all cases not governed by 2 CFR 200.318(c), the following conflict of interest provisions shall apply: No person who participates in the decision-making process or who

gains inside information with regard to NAHASDA assisted activities may obtain a personal or financial interest or benefit from such activities, except for the use of NAHASDA funds to pay salaries or other related administrative costs. Such persons include anyone with an interest in any contract, subcontract or agreement or proceeds thereunder, either for themselves or others with whom they have business or immediate family ties. Immediate family ties are determined by the CIHA in its operating policies.

- 10.27 Employment Eligibility Verification.** Federal law requires Contractor and all subcontractors to employ only those individuals who may legally work in the United States – either U.S. citizens, or foreign citizens who have the necessary authorization. Contractor, and all subcontractors who are providing goods or services valued at \$3000 or higher must register with the United States Department of Homeland Security E-Verify system to confirm the eligibility of their employees to work in the United States.
- 10.28 References to Federal and Tribal Laws; No Waiver of Sovereign Immunity.** All federal and tribal laws and regulations referenced in this Contract are deemed incorporated into this Contract in their entirety. However, reference to and incorporation of such laws and regulations shall not be construed to waive CIHA’s sovereign immunity with regard to such laws and regulations, nor shall such laws and regulations be construed to apply to or govern the activities of CIHA, and no phrase, clause, or provision of this Contract may be construed to be a waiver of the sovereign immunity of CIHA, which immunity is hereby expressly asserted.
- 10.29 Severability.** In the event any provision of this Contract or the application thereof to any circumstance shall be held by a court of competent jurisdiction to be invalid, illegal or unenforceable, it shall be construed to be limited or reduced so as to be enforceable to the maximum extent allowed by applicable law as it shall then be in force, and if such construction shall not be feasible, then such provision shall be deemed to be deleted herefrom in any action before that court, and all other provisions of this Contract shall remain in full force and effect.
- 10.30 Remedies.** All rights and remedies of the parties are separate and cumulative, and no one of them, whether exercised or not, shall be deemed to be to the exclusion of or to limit or prejudice any other legal or equitable rights or remedies which the parties may have. The parties shall not be deemed to waive any of their rights or remedies under this Contract unless such waiver is in writing and signed by the party to be bound. No delay or omission on the part of either party in exercising any right or remedy shall operate as a waiver of such right or remedy or any other right or remedy. A waiver on any one occasion shall not be construed as a bar to or waiver of any right or remedy on any future occasion.
- 10.31 Headings.** The headings contained in this Contract are for convenience only and are not a part of this Contract, and do not in any way interpret, limit or amplify the scope, extent or intent of this Contract, or any of the provisions of this Contract.
- 10.32 Counterparts.** This Contract may be executed in counterparts, each of which shall constitute an original, but which together shall constitute one and the same agreement.
- 10.33 Expenses.** Except as otherwise expressly provided for in this Contract, each of the parties shall pay its own expenses in connection with the negotiation, preparation and execution of this Contract or other related documents and the consummation of the transactions consummated herein and therein.

SIGNATURES ON FOLLOWING PAGE

IN WITNESS HEREOF, we the undersigned have executed this Contract on behalf of CIHA and CONTRACTOR, respectively, and represent that we each respectively have the requisite authority to bind CIHA and CONTRACTOR:

CIHA

CONTRACTOR

By: _____

By: _____

Dale R. Schrock, Jr.
Executive Director
Colville Indian Housing Authority

Date: _____

Date: _____