

REQUEST FOR QUOTATIONS
2024 Omak Landscape Maintenance
Eagle Nest Properties
Morning Star Apartments

RFQ FY24-22

Description:

1. Provide yard care services for Eagle Nest Properties, Omak, WA
2. Provide yard care services for Morning Star Apartments, Omak, WA
3. Furnish Labor and Materials to:
 - a. Apply fertilizers and weed killer for proper growth and appearance
 - b. Mow and weed control lawn areas
 - c. Police area of trash and debris
 - d. Grounds maintenance of playground areas
 - e. Maintain sprinkler systems
 - f. Mow and weed control common areas

The Colville Indian Housing Authority is requesting Quotations to furnish **labor and material** for the above items as contained in the attached scope of work.

All work and materials will be as shown in the Scope of Work and Provisions to the Contract.

The following documents are attached and will be included in and become part of the Contract Documents:

1. Form of Quote
2. Non-collusive affidavit (**Filled out and submitted with quote**)
3. Statement on Indian Preference (**Filled out and submitted with quote**)
4. Representations, Certifications, and other statements of bidders. (**Filled out and submitted with quote**)
5. CCT Solid Waste Permit Application (**Filled out and submitted with quote**)
6. Small Purchase Contract (**HUD determined**)
7. SAM Clause
8. 2023 HUD Determined Wage

Quotations must be submitted on the Form of Quotation, along with all attachments, as required in the Contract Documents and Specifications. All written quotations must be delivered to:

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

Faxed copies or e-mailed PDF version of proposals are acceptable. CIHA is not responsible for incomplete or late fax transmissions. FAX # (509) 634-2335/ E-mail: toria.jackson.hsg@colvilletribes.com

CIHA will receive quotations no later than 3:00 PM (local time), March 13, 2024.

any quotations received after the above time will not be considered and will be returned to the proposer.

A pre-proposal meeting will be held on 03/06/2024 at 11:00 am at Eagle Nest Community Center, Omak, WA. Location: <https://goo.gl/maps/V4TicBFv5LtJeSjn8>

CIHA reserves the right to reject any and all proposals or to cancel or modify this RFP at its sole discretion if it determines it is in the best interest of CIHA to do so.

Award of contract will be based on several rating factors used for small purchase methods of procurement as spelled out in 2 CFR Part 200.

Award based on price. CIHA shall make award to the qualified Indian-owned economic enterprise or organization with the lowest responsive quotation if it is reasonable and no more than 10% higher than the lowest responsive quotation received. If no responsive quotation from a qualified Indian-owned economic enterprise or organization is within 10% of the lowest responsive quotation from any qualified source, then award shall be made to the source with the lowest quotation.

NOTE: Before a contract can be executed the Contractor and any sub-contractors must provide proof of liability insurance and auto insurance. They must provide Washington State Industrial Insurance or equivalent **if the Contractor or Sub Contractor plans to hire employees. Any entities submitting a proposal must also submit a signed copy of the Statement on Indian Preference.**

All TERO and TOSHA regulations shall be adhered to in the performance of this contract work.

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)).

For additional information concerning this Request for Quotations, please contact Eric Eberlein at (509) 634-2198 or e-mail: eric.eberlein.hsg@colvilletribes.com

SCOPE OF WORK AND PROVISIONS TO THE CONTRACT
2024 Omak Landscape Maintenance
Eagle Nest Properties
Morning Star Apartments

Description:

1. **Provide yard care services for Eagle Nest Properties, Omak, WA**
2. **Provide yard care services for Morning Star Apartments, Omak, WA**
3. **Furnish Labor and Materials to:**
 - a. **Apply fertilizers and weed killer for proper growth and appearance**
 - b. **Mow and weed control lawn areas**
 - c. **Police area of trash and debris**
 - d. **Grounds maintenance of playground areas**
 - e. **Maintain sprinkler systems**
 - f. **Mow and weed control common areas**

1. The contractor is responsible for contacting the local T.E.R.O. office to confirm their requirements regarding sub-contracting on the Colville Indian Reservation. The Colville Indian Housing Authority will support the Colville T.E.R.O. office in their implementation and enforcement of their program in connection with sub contract work. The contractor will provide a copy of the approved TERO utilization report to the CIHA before beginning work. All fees and cost related to T.E.R.O. should be considered when preparing a cost estimate for work.

2. It is the contractor's responsibility to schedule all work with the individual rental participant and the Capital Improvements Manager, taking into consideration the schedule and convenience of the rental participant, and in all cases respecting their privacy. Contact the Contracting Officer or designated representative at least twice a week to confirm scheduling.

3. **Products:** All products used for this project shall be new, provided in original packing from the manufacture, without defect and covered by manufacturer's full warranty. All materials needed to complete the work spelled out in this scope will be furnished by the contractor. The contractor is responsible for providing material takeoffs and schedule all deliveries of materials ordered. The contractor will furnish all manpower, tools, scaffolding, vehicles and safety equipment as required by TOSHA, or other equipment necessary to complete the installation of this work in a safe and workman like manner. Storage and security for the materials delivered become the responsibility of the contractor.

4. Any omissions or additions from or too the attached scope of work must be requested in writing by the contractor and approved in writing by the contracting officer or authorized designee.

5. Protect all personal and real property including plants, trees, bushes, flowers, lawns, lawn and, patio furniture, attachments to the house, pictures, walls, doors, and other items that may be in the proximity of the work being performed. The contractor is responsible for any damage that might occur in relation to the work being performed. The contractor will not use the resident's

appliances, such as the refrigerator, range, vacuum cleaner, radios, televisions, or any other personal items.

6. Prior to commencement of contract work the contractor is required to submit to the CIHA a copy of their approved Compliance and Utilization Disposal Plan. The plan is required by CCT Tribal Ordinance Chapter 4.13 Solid Waste. During and after completion of the work remove all debris from the job site and dispose of as required at no added expense to the resident or C.I.H.A. Clean the job site daily! Remove construction debris daily!

7. No payment for work will be made until work has been inspected and approved by the contracting officer or designated representative. Request for payments will be made on the approved form provided by CIHA. For all projects that require a Building Permit, No payment will be made until work has been inspected and approved by the Tribal Building Inspector or designated representative.

8. HUD Determined wages will be observed on this contract work. (attached)

9. Before a contract can be executed, the Contractor and any sub contractors must provide proof of Auto Insurance and Commercial General Liability (min. \$1,000,000 Injury, General Aggregate, Products, \$100,000 Fire, and \$5,000 Medical expense). They must provide Washington State Industrial Insurance or equivalent **if the Contractor or Sub Contractor plans to hire employees.**

ALL UNITS:

The contractor will furnish all manpower, tools, scaffolding, vehicles safety equipment and materials as required by TOSHA, or other equipment necessary to complete the work outline in this scope in a professional and workman like manner.

START OF SCOPE OF WORK:

A complete project schedule to include

- Mowing days (lawn mowing and Native grass areas)
- Tree and shrub trimming
- Fertilizer and herbicide treatments

Supply all Labor, Material, and Equipment for the following:

Mow lawns, apply fertilizer to lawns, apply herbicide to lawns, and trim bushes at

- **Morning Star Apartments**
- **Eagle Nest Community Center**
- **Eagle Nest Community Site. (14 single family units, 3 duplexes.)**

****This work is to be performed within the 50' perimeter of the units at ENCS****

Mowing will be performed on a weekly basis; days this service is performed will be discussed at pre-con meeting.

Due to the schedule of work being performed, incomplete scheduled mowing will be documented and change ordered out of contract at the determined weekly prorated amount.

- a. All irrigated lawns will be mowed every 7 days.
- b. Apply fertilizers and growth enhancers as needed, but not less than twice over the course of contract. Apply all products as recommended by the manufacturer. (Products are subject to approval by CIHA prior to application.)
- c. Apply weed control products as needed, but not less than twice over the course of contract. Apply all products as recommended by the manufacturer. (Products are subject to approval by CIHA prior to application.)
- d. Line trim and edge lawns weekly as determined by mowing schedule. This to also include all sidewalks, curbs, buildings, asphalt, garbage containers, patios, fire hydrants, planters, trees, fences, and any other objects.
- e. Sweep the sidewalks and parking areas where grass cuttings or weed trimming may have left behind a residue.
- f. Any tenant belongings will need to be moved to a safe location such as parking pad, to prevent damaged to tenants property and/ or lawn equipment. (e.g. toys, chairs, hoses, etc.) Larger items, notify CIHA. (e.g. plastic playhouses, pools, swing sets, etc.)

Common areas (only at ENCS)

Mow all non-irrigated (native grasses) areas on the property. This service is to be performed every two months over the course of the contract. Contractor will be required to familiarize themselves with the conditions of this area in order to properly maintain the (native grasses) in these areas.

Conditions may include, but not limited to: Large rocks, abandoned debris, sand piles.

It will be the contractors' responsibility to manage these area's conditions in order to perform service.

Trees and shrubs

****Contractor will be required to identify dying or missing trees at beginning of project****

- a. The trees and shrubs at (ENCS) will require “hand watering”. This is to ensure trees are receiving an adequate amount of water to sustain proper growth.
- b. Check all trees and shrubs for proper growth. Submit for one application of any nutrients or plant food to keep the plants healthy. Use products as recommended by the manufacturer. (Additional applications are subject to approval by CIHA)
- c. Periodically groom and prune all shrubs and trees thru growing season to maintain healthy growth and appearance. This will be performed no less than three times during the course of this contract.
- d. Monitor and pull weeds and/or apply weed killer, in and around all bark bedding, tree and shrub areas.
- e. Weed killer is to be applied as necessary to all gravel or bark areas surrounding units.
- f. The removal and replacement of trees that are no longer alive will require submittal scope of work and approved change order to proceed on work.

Community Sidewalks (Eagle nest and Morning Star)

Concrete sidewalks will need to be clear of debris such as gravel, lawn clipping, etc.

Gravel pathways will require periodic application of weed killer during the contract and cleared of dead foliage.

An area of 12' from edge of curbing along all the sidewalks will require the grass to be cut and the ditches be cleared of debris. Any sapling found in this area will require to be cut out. If recurring growth is of saplings occur, a root killer will need to be applied.

Noxious Weeds

In Accordance with WAC 16-750, CIHA is requiring that proper control methods and best practices be followed to prevent the spread of these weeds.

Playground area maintenance to be performed once a week:

Any areas where the Wood Carpet (sawdust) has been pitted or dug out do to play activity, the area will require to be raked in to fill hole and make level. Collect all trash and dispose of.

The lawn areas are equipped with an automatic sprinkler system.

****Contractor is responsible for all sprinkler system components Up until May 1, 2024. With the exceptions of the shutting off and blowing out of system, and turning on and re-pressurizing of system****

****Irrigation System to be fully operational by May 1, 2024****

- **Hunter MP Series Products at all Eagle Nest Properties**
 - **Morning Star Apartments – repairs to made with Hunter products where possible to standardize all systems.**
- a. Program sprinkler timers for most efficient and effective operation.
 - b. Inspect and perform necessary maintenance on sprinklers systems to ensure all are working properly and all lawn areas are receiving the proper amount of water and coverage.

- c. Inspect drip line areas to insure that all plants and shrubs are receiving proper amounts of water. Bury drip lines as they surface.
- d. Make any necessary repairs to sprinkler heads and/or sprinkler lines. Furnish and install all correct parts to make any necessary repairs.

Required information for repairs being submitted for change order:

- Change order detailing repairs made, to include labor and materials. Up until May First, after which, CIHA will provide the needed repair parts.
- Receipt of purchase of materials.

Trash and debris.

This service can be performed with the mowing schedule, but not limited too. Large or noticeable trash or debris cannot be allowed to sit for a week at a time. Periodic monitoring may be necessary to keep site clean at all times.

- a. Pick up all debris and trash found on the site, including Bay area between ENCC and Duplex's, flower beds, planters, spaces adjacent to the buildings, parking lots, playground areas, and in/or around trash bins. Bag up and dispose of off site.
- b. Sweep sidewalks.

Larger items, such as appliances, beds, furniture, etc. are to be reported to CIHA for disposal.

Morning Star Apartments/Eagles Nest Community site **Yard Care and Grounds Keeping 30 week Schedule**

Work to be performed as soon as snow clears	Apply a pre-emergent. prune all trees and bushes
April 3rd	Treat lawn for dandelions and broad leaf. (1 of 2) Mow lawn as necessary. Pick up trash and debris. Monitor sprinklers weekly
May	Treat lawn for dandelions and broad leaf. (2 of 2) Mow lawn as necessary. Pick up trash and debris. Monitor sprinklers weekly
June	Common Area Mowing Monitor sprinklers weekly. Apply summer turn fertilizer. Mow lawn weekly. Pick up trash and debris.
July	Monitor sprinklers weekly.

Prune trees and shrubs.
Mow lawn weekly.
Pick up trash and debris.

August

Common Area Mowing
Monitor sprinklers weekly.
Mow lawn weekly.
Pick up trash and debris.

September

Prune trees and shrubs.
Monitor sprinklers weekly.
Apply fall turf fertilizer.
Mow lawn weekly.
Pick up trash and debris.

October 31st

Common Area Mowing
Monitor sprinklers weekly.
Mow lawn weekly.
Pick up trash and debris.

END OF SCOPE OF WORK



The red line will serve as reference point of responsibility for the ditch mowing as part of the scope of work. No other areas outside the property fence line will considered as part of the scope of work.

© 2016 Google

Omak Riverside Eastside Rd
Google Earth

1996

Imagery Date: 4/9/2016 48°25'38.50" N 119°27'40.74" W elev 881 ft eye alt 2155 ft

97

5th Ave E

5th Ave E

Edmonds St S

Ferry St S

Ferry St S

Ferry St S

Edmonds St S

Edmonds St S

6th Ave E

500

513

1. Form of Quote
2. Non-collusion affidavit
3. Statement Regarding Indian Preference
4. HUD Form 5369A
5. Solid Waste Permit
6. Contract Template
7. SAM Clause
8. Maintenance Wage Rate Decision

QUOTE FOR: PROJECT: 2024 Omak Landscape Maintenance
Eagle nest properties
Morning Star Apartments

TO: COLVILLE INDIAN HOUSING AUTHORITY
P. O. BOX 528/42 CONVALESCENT CENTER BOULEVARD
NESPELEM, WASHINGTON 99155

Gentlemen:

I, _____ the undersigned, have familiarized myself with the local conditions affecting the cost of the work and with the Specifications (including Request for Quotations, this Form of Quote, the General Scope of Work, and drawings. If any thereto, as prepared by Owner's Representative and on file in the office of the CIHA, hereby proposes to furnish all labor, materials, equipment and services required to complete work on 2024 Omak Landscape Maintenance, Omak, WA.
, all in accordance therewith, for the sum of:

BASIC QUOTE

_____ DOLLARS (\$_____)

Site Investigation: The Contractor acknowledges that he has satisfied himself as to the nature and location of the work, the general and local conditions, particularly those bearing upon transportation, disposal, handling and storage of materials, availability of labor, water, electrical power, roads and uncertainties of weather, ground water table or similar physical conditions at the site, the conformation and conditions of the ground surface, the character, quality and quantity of surface materials to be encountered, the character of equipment and facilities needed prior to and during the prosecution of the work or the cost thereof under this Contract. Any failure by the Contractor to acquaint himself with all of the available information concerning these conditions will not relieve him from responsibility for estimating properly the difficulty or cost of successfully performing the work.

Amendment Receipt:

Receipt of the following addenda is acknowledged:

Amendment No. : _____ Date: _____
Amendment No. : _____ Date: _____

- II. In submitting this Quote, it is understood that the right is reserved by the CIHA to reject any and all Quotes. If written notice of the acceptance of this Quote is mailed, telegraphed, faxed, or delivered to the undersigned within sixty (60) days after the opening thereof, or at any time thereafter before this Quote is withdrawn, the undersigned agrees to execute and deliver a Contract in the prescribed form.
- IV. Attached hereto is an affidavit in proof that the undersigned has not entered into any collusion with any person in respect to this quote or any other quote or the submitting of quotes for the contract for which this quote is submitted.
- V. The Bidder represents that he () has, () has not, participated in a previous contract or subcontract subject to the equal opportunity clause prescribed by Executive Orders 10925, 11114, or 11246 or the Secretary of Labor; that he () has, () has not, filed all required compliance reports; and that representations indicating submission of required compliance reports, signed by proposed subcontractors, will be obtained prior to subcontract awards. (The above representation need not be submitted in connection with contracts or subcontracts that are exempt from the clause.)
- VII. I have enclosed with this bid the following items per Instruction to Bidders.
- a. Form of Quote
 - b. Statement regarding Indian Preference
 - c. Representations, Certifications, and other statements of bidders.
 - d. CCT Solid Waste Permit Application

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

DATE _____

NAME OF BIDDER

OFFICIAL ADDRESS:

BY

TITLE

TELEPHONE

END OF FORM OF QUOTE

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)

County of _____)
)ss
 State of _____)

Notary Public for _____

My Commission Expires: _____

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

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

Representations, Certifications, and Other Statements of Bidders

Public and Indian Housing Programs

Table of Contents

Clause	Page
1. Certificate of Independent Price Determination	1
2. Contingent Fee Representation and Agreement	1
3. Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions	1
4. Organizational Conflicts of Interest Certification	2
5. Bidder's Certification of Eligibility	2
6. Minimum Bid Acceptance Period	2
7. Small, Minority, Women-Owned Business Concern Representation	2
8. Indian-Owned Economic Enterprise and Indian Organization Representation	2
9. Certification of Eligibility Under the Davis-Bacon Act	3
10. Certification of Nonsegregated Facilities	3
11. Clean Air and Water Certification	3
12. Previous Participation Certificate	3
13. Bidder's Signature	3

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 (in the case of a sealed bid solicitation) or contract award (in the case of a competitive proposal solicitation) unless otherwise required by law; and

(3) No attempt has been made or will be made by the bidder to induce any other concern to submit or not to submit a bid for the purpose of restricting competition.

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

(1) Is the person in the bidder's organization responsible for determining the prices being offered in this bid or proposal, and that the signatory has not participated and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above; or

(2) (i) Has been authorized, in writing, to act as agent for the following principals in certifying that those principals have not participated, and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above.

[insert full name of person(s) in the bidder's organization responsible for determining the prices offered in this bid or proposal, and the title of his or her position in the bidder's organization];

(ii) As an authorized agent, does certify that the principals named in subdivision (b)(2)(i) above have not participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) above; and

(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. If the successful bidder did not submit the affidavit with his/her bid, he/she must submit it within three (3) working days of bid opening. Failure to submit the affidavit by that date may render the bid nonresponsive. No contract award will be made without a properly executed affidavit.

(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 RFQ FY24-22

(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)



SOLID WASTE DISPOSAL FORM

The Confederated Tribes of the Colville Reservation
Public Works Department/Solid Waste
12 Lakes Street P.O. Box 150
Nespelem, WA 99155
509-634-2808

RECEIPTS FROM THE LAND FILL **MUST** BE RETURNED TO THE PUBLIC WORKS DEPARTMENT WITHIN **5** DAYS OF DISPOSAL. FAILURE TO COMPLY WITH THIS REQUIREMENT WILL RESULT IN FINES AS A RESULT OF ILLEGAL DUMPING.

PROPERTY OWNER: _____ PHONE NUMBER: _____

OWNER ADDRESS: _____ EMAIL: _____

CONTRACTOR(S): _____ START DATE: _____

- SITE LOCATION: _____

- SCOPE OF WORK: _____
- IF THERE IS NO WASTE FOR THE PROJECT APPLICANT MUST STILL SIGN & DATE THIS FORM

WASTE TYPE: CHECK ALL THAT APPLY

CEMENT/FOUNDATION ☐ INSULATION ☐ ELECTRICAL/WIRING ☐ PLUMBING ☐ ROOFING/TAR PAPER ☐
METAL ☐ CARDBOARD ☐ PLASTIC ☐ SHEET ROCK/SIDING ☐ ACM/MATERIALS CONTAINING LEAD ☐
OTHER _____

***IN ORDER FOR THIS FORM TO BE CONSIDERED COMPLETE A DISPOSAL SITE MUST BE SELECTED/NAMED.
THIS FORM MUST ALSO BE SIGNED AND DATED***
THE TRIBAL DUMP IS NOT AN OPTION FOR CONSTRUCTION WASTE

CIRCLE DISPOSAL SITE BELOW (IF SITE NOT LISTED WRITE IN SITE): **NO WASTE CHECK HERE:** ☐

- a. OKANOGAN COUNTY LANDFILL, OKANOGAN WA
- b. STEVENS COUNTY LANDFILL, KETTLE FALLS, WA
- c. DELANO LANDFILL, GRAND COULEE, WA
- d. GRAHAM ROAD, AIRWAY HEIGHTS, WA
- e. WRITE IN: _____

APPLICANT OR CONTRACTOR SIGNATURE: _____ DATE: _____

SOLID WASTE MANAGER APPROVAL SIGNATURE: _____ DATE: _____

4.13.6 Disposal

(b) All building contractors and any person as defined by Section 4.136.2(k) are required by this Chapter to submit to the department for review and approval a Solid Waste Disposal Plan prior to commencement of work to dispose of work site waste materials through the department or at the nearest approved landfill. The department shall issue a notice of non-compliance to any building contractor who fails to submit the plan, and impose a fine of \$100 per day for each day that the Solid Waste Plan is not submitted to the department. (Amended 11/7/02, Resolution 2002-675)

CONTRACT

CONTRACT FOR MAINTENANCE (ROUTINE/NON-ROUTINE)

This contract (hereinafter "Contract") entered in this day, [REDACTED], between the Colville Indian Housing Authority, hereinafter referred to as "CIHA" and [REDACTED] hereinafter referred to as "Contractor".

SECTION ONE

Description of scope of work

All materials and work are as shown on the attached RFQ, Scope of Work, Addendums, and the Contractor's Proposal or Quotation (collectively the "Work").

SECTION TWO

CONTRACT PRICE

CIHA agrees to pay Contractor for the Work described in Section One. Payment of this amount is subject to additions or deductions in accordance with the provisions of this CONTRACT and of any other documents to which this CONTRACT is subject.

SECTION THREE

PAYMENT

- a. CIHA shall pay the full amount of the Contract Price upon completion of the Work with the following exceptions:
 - (i) Work is found to be defective and not remedied;
 - (ii) Contractor does not make prompt and proper payments to subcontractors;
 - (iii) Contractor does not make prompt and proper payments for labor, materials or equipment furnished to Contractor; or
 - (iv) Claims or liens are filed on the job.
- b. CIHA shall make payment to Contractor within ten (10) days after the Work is completed, provided that:
 - (i) This CONTRACT be at that time fully performed;
 - (ii) Final payment shall not be due until Contractor has delivered to CIHA:
 - (A) A complete release of any and all liens arising out of the CONTRACT;
 - (B) Receipts in full covering all labor, materials, and equipment for which a lien could be filled; or

SECTION FOUR

CLAIMS

By accepting final payment, Contractor waives all claims except those that Contractor has previously made in writing and which remain unresolved under the Dispute Resolution provision of this CONTRACT at the time of acceptance.

SECTION FIVE
STARTING AND COMPLETION DATES; LIQUIDATED DAMAGES

Contractor's Work under this CONTRACT shall begin on [Click here to enter a date.](#) and shall be completed by [Click here to enter a date.](#). The Parties hereby mutually acknowledge that Contractor's failure to complete the Work hereunder by the above-specified date will cause CIHA to incur substantial economic damages and losses of types and in amounts which are impossible to compute and ascertain with certainty as a basis for recovery by CIHA of actual damages, and that liquidated damages represent a fair, reasonable and appropriate estimate thereof. Accordingly, in lieu of actual damages for such delay, Contractor agrees and consents that liquidated damages may be assessed and recovered by CIHA as against Contractor in the event of any breach of this provision of the CONTRACT and without CIHA being required to present any evidence of the amount or character of actual damages sustained by reason thereof. Contractor agrees to pay to CIHA \$100.00 (if left blank, then the amount shall be \$100) per day liquidated damages for each day required to complete Work beyond the above stated completion date. CIHA may at its option deduct liquidated damages from payments due Contractor. Such liquidated damages are intended to represent estimated actual damages and are not intended as a penalty, and Contractor shall pay them to CIHA without limiting CIHA's right to terminate this CONTRACT for default.

SECTION SIX
CONTRACT DOCUMENTS

The Contract Documents on which the CONTRACT between CIHA and Contractor is based, in accordance with which the Work is to be done are as follows:

- a. This CONTRACT, together with such supplementary CONTRACT and conditions as are attached hereto;
- b. The plans and specifications and scopes of work with attached addendum issued before execution of this CONTRACT, and any amendments hereafter to be made;
- c. Contractor's approved bid or proposal;
- d. Written interpretation of the Contract Documents specified above and directives to be made from time to time by CIHA's Contract Officer;
- e. Work change orders issued or to be issued by CIHA's Contract Officer agreed to by the Contractor;
- f. Central Contractor Registry Clause (attached hereto);
- g. Statement Regarding Indian Preference; and
- h. To the extent applicable, the Colville Tribal Employment Rights Ordinance.

These Contract Documents together form the CONTRACT for the Work herein described. The Parties intend that the documents include provisions for all labor, materials, equipment, supplies, and other items necessary for the execution and completion of the Work and all terms and conditions of payment. The documents also include all work and procedure not expressly indicated therein which are necessary for the proper execution of the Work.

SECTION SEVEN
AUTHORITY OF CIHA'S CONTRACT OFFICER

Executive Director of CIHA is hereby designated Contract Officer for purposes of this CONTRACT. The duties and authority of the CIHA's Contract Officer shall be as follows:

- a. **General Administration of Contract.** The Primary function of the CIHA Contract Officer is to provide general administration of the CONTRACT as CIHA's representation during the entire

period of construction.

- b. **Inspections, Opinions, and Progress Reports.** The Contract Officer shall keep familiar with the progress and quality of the Work by making periodic visits to the Work site. The Contract Officer will make general determinations as to whether the Work is proceeding in accordance with the CONTRACT. Neither CIHA nor the Contract Officer will be responsible for the means of construction or for Contractor's failure to perform the Work properly and in accordance with the Contract Documents.
- c. **Access to Work Site for Inspections.** The Contract Officer shall be given free access to the Work at all times during the CONTRACT period. However, the Contract Officer is not required to make exhaustive or continuous on site inspections to perform the duty of checking and reporting on Work progress.
- d. **Interpretations of Contract Documents.** The Contract Officer will be the interpreter of the Contract Documents and requirements and will make decisions on claims and disputes between the Contractor and CIHA.
- e. **Rejection and Stoppage of Work.** The Contract Officer shall have authority to reject Work, which in Contract Officer's opinion does not conform to the Contract Documents, and in this connection, to stop the Work or a portion thereof when necessary to insure Contractor's performance is in accordance with the terms of this CONTRACT.
- f. **Dispute Resolution.** The Contract Officer will be the ultimate arbiter of disputes under this CONTRACT, as set out in Section Seventeen herein.

SECTION EIGHT **RESPONSIBILITIES OF CIHA**

Any instructions given the Contractor by CIHA shall be given through the Contract Officer or his or her designee; and CIHA shall furnish all necessary surveys and easements, which may be required for Contractor to complete the job. CIHA reserves the right to let other contracts in connections with the Work. The Contractor shall cooperate with all other contractors to the effect that their work shall not be impeded by Contractor's construction activities, and shall give them access to the Work site necessary to perform their contract.

SECTION NINE **RESPONSIBILITIES OF CONTRACTOR**

Contractor's duties and rights in connection with the Work are as follows:

- a. **Responsibility for the Supervision of Construction.** Contractor represents that Contractor has inspected and is familiar with the Work site and the local conditions under which the Work is to be performed. Contractor shall be solely responsible for all construction under this CONTRACT, including the techniques, sequences, procedures, and means for coordination of all Work of Contractor's employees and subcontractors, and shall give all attentions necessary for such proper supervision and direction.
- b. **Discipline and Employment.** Contractor shall maintain at all times strict discipline among Contractor's employees, and agrees not to employ for Work any person unfit or without sufficient skill to perform the job for which he or she was employed.
- c. **Furnishing of Labor, Materials, etc.** Contractor shall provide and pay for all labor, materials and equipment, including but not limited to tools, construction equipment machinery utilities, including water transportation, and all facilities and services necessary for the proper completion of the Work in accordance with the Contract Documents.

- d. **Payment of Taxes, Procurement of Licenses and Permits.** Contractor shall pay any taxes required by law in connection with Work and shall secure all licenses and permits necessary for proper completion of the Work, paying the fees therefore.
- e. **Compliance with Laws and Regulations:.** Contractor shall comply with all applicable laws and ordinances, and rules, regulations, or orders of all public authorities relating to the performance of the Work herein. Contractor is required to have knowledge of all applicable laws and regulations and has the responsibility to investigate and determine all applicable laws and regulations. If any of the Contract Documents are at variance therewith, Contractor shall notify the Contract Officer promptly on discovery of such variance.
- f. **Responsibility for Negligence of Employees and Subcontractors.** Contractor assumes full responsibility for acts, negligence or omissions of all Contractor's employees on the Work, for those of Contractor's subcontractors and their employees and subcontractors, and for those of all other persons doing Work under a contract with Contractor.
- g. **Warranty of Fitness of Equipment and Materials.** Contractor represents and warrants to CIHA that all equipment and materials used in the Work and made a part of any structure thereon, or placed permanently in connection therewith, will be new unless otherwise specified in the Contract Documents, of good quality, free defects, and in conformity with the Contract Documents. It is understood between the parties hereto that all equipment and materials that are not so in conformity are defective.
- h. **Furnishing of Samples and Shop Drawings.** Contractor agrees to furnish the CIHA Contract Officer, upon request, all samples and shop drawings for consideration and approval as to conformance with the specifications of the Contract Documents and concepts of design called for therein.
- i. **Cleanliness of Work Premises.** Contractor agrees to keep the Work premises and adjoining ways free of waste materials and rubbish caused by Contractor's Work or that of Contractor's subcontractors. Contractor further agrees to remove all such waste materials and rubbish on termination of the Work, together with all Contractor's tools, equipment, machinery and surplus materials. Contractor agrees on terminating Contractor's Work at the site to conduct general clean up operations including the cleaning of all glass surfaces, paved streets and walks, steps, and interior floors and walls.
- j. **Indemnity and Hold Harmless CONTRACT.** Contractor agrees to indemnify and hold harmless CIHA, the CIHA Contract Officer and CIHA's agents and employees from and against all claims, damages, losses, and expenses including reasonable attorneys fees in case it shall be necessary for CIHA to commence or defend an action arising out of or associated in any way with performance of the Work herein which is:
 - (i) For bodily injury, illness or death, property damage including loss of use, or other damage; and
 - (ii) Caused in whole or part by Contractor's negligent act or omission, or that of any subcontractor, or that of any agent, employee, officer or other person employed by them or carrying out any duties or actions on their behalf.
- k. **Payment of Royalties and License Fees.**

(i) Hold Harmless CONTRACT:

Contractor agrees to pay all royalties and license fees necessary for the Work and to defend all actions and settle all claims for infringement of copyright or patent rights, and to save CIHA harmless there from.

(ii) Safety Precautions and Programs:

Contractor has duty of providing for and overseeing all safety orders, precautions and programs necessary to the reasonable safety of the Work. In this connection, Contractor shall take reasonable precautions for the safety of all Work employees and other persons whom the Work might affect, all work and materials incorporated in the Work, and all property and improvements on the construction site and adjacent thereto, complying with all applicable laws, ordinances, rules, regulations, and orders.

SECTION TEN
TIME OFF/EXTENSION OF TIME

Time is of the essence for all time requirements under this Contract. Contract times may only be extended by a change order from the CIHA Contract Officer for such reasonable time as the Contract Officer may determine when in Contract Officer's sole opinion Contractor is delayed in Work progress by change ordered, labor disputes, fire, prolong transportation delays, injuries, or other causes beyond Contractor's control or which justify the delay.

SECTION ELEVEN
SUBCONTRACTORS

Contractor agrees to furnish the CIHA Contract Officer, prior to the commencement of Work under this CONTRACT, a list of subcontractors to whom Contractor proposes to award the Work to be subcontracted by Contractor. A subcontractor for the purpose of this CONTRACT shall be a person with whom Contractor has a direct contract for Work at the Work site. Contractor agrees not to employ a subcontractor to whose employment the Contract Officer of CIHA objects, nor shall Contractor be required to hire a subcontractor to whose employment Contractor may reasonably object. All contracts between the Contractor and subcontractors shall conform to the provisions of the Contract Documents and shall incorporate in such subcontracts the relevant provisions of this CONTRACT.

SECTION TWELVE
INSURANCE

Contractor shall provide insurance as follows and shall provide to CIHA certificates verifying the indicated insurance coverage:

- a. **Contractor's Liability Insurance.** Contractor agrees to keep in force, at Contractor's own expense during the entire period of the Work, such liability insurance as will protect Contractor from claims under workman's compensation, and other employee benefit laws for bodily injury and death, and for property damage, that may arise out of Work under this CONTRACT, whether directly or indirectly by Contractor, or indirectly by a subcontractor. Such insurance shall include contractual liability insurance applicable to Contractor's obligations under this CONTRACT. Proof of such insurance shall be filed by Contractor with CIHA within a reasonable time after execution of this CONTRACT and prior to the commencement of Work by the Contractor.
- b. **Builder's Risk Insurance.** Contractor further agrees to purchase and maintain in full force and effect during the entire period of construction a policy of Builder's Risk Insurance for the benefit for CIHA against any claim or lawsuit CIHA for bodily injury, illness or death, or for property damage, including loss of use, or any other damage, which is caused in whole or in part by Contractor's negligent act or omission or that of a subcontractor.

- c. **Waive of Work Site Property Damage Claims to Extent of Insurance Coverage.** CIHA and Contractor hereby waive all claims against each other for fire damage and damages from other perils only to the extent such damage is covered by Insurance coverage in existence and applicable to such damage. SECTION THIRTEEN

CORRECTING WORK

When it appears to Contractor during the course of construction that any work does not conform to the provisions of the Contract Documents, Contractor shall make necessary corrections so that such work will so conform, and in addition will correct any defects caused by faulty materials, equipment, or workmanship in work supervised by Contractor or by a subcontractor, appearing within _____ (if left blank then the period shall be one (1) year) from the date for issuance of a certificate of substantial completion by the Contract Officer, or within such longer period as may be prescribed by law or as may be provided for by applicable special guarantees in the Contract Documents.

SECTION FOURTEEN **WORK CHANGES**

CIHA reserves the right to order Work changes in the nature of additions, deletions, or modifications, without invalidating the CONTRACT, and agrees to make corresponding adjustments in the Contract Price and time for completion. Any such changes will be authorized by the written change order signed by the Contract Officer. The change order will include conforming changes in the CONTRACT and completion time. Work shall be changed, and Contract Price and completion time shall be modified only as set out in the written change order. Any adjustments in the Contract Price resulting in a credit or charge to CIHA shall be determined by the mutual agreement of the parties to this CONTRACT, prior to starting the work involved in the change.

SECTION FIFTEEN **TERMINATION**

This CONTRACT may be terminated by CIHA as follows:

- a. **Termination for Cause.** CIHA may terminate this CONTRACT for cause upon written notice provided to Contractor specifying the cause of said termination. "For cause" means a breach of or default under any material provision of this CONTRACT. Failure to terminate for one instance of breach or default shall not be deemed a waiver of the right to terminate for a subsequent occurrence of the same or another breach or default. The failure by Contractor to perform any of its obligations hereunder, which failure continues uncured for a period of 30 days following CIHA's written notice to Contractor thereof, shall constitute an "Event of Default by Contractor" under this CONTRACT. After any Event of Default by Contractor, Contractor shall reimburse CIHA for all reasonable costs and expenses (including attorneys' fees) of enforcement of CIHA's rights and remedies under this Section.
- b. **Termination for Convenience.** Notwithstanding any other provision of this CONTRACT, CIHA may terminate this CONTRACT in whole or in part when it determines that continuing the CONTRACT is no longer in the best interest of CIHA. Such termination will be effected by the delivery of written notice to the Contractor of a Notice of Termination specifying the extent to which the CONTRACT is terminated and the effective date of the termination. If CIHA terminates for convenience under this clause, CIHA shall pay to Contractor all reasonable and proper payment for services provided up to the date of the termination provided that the Contractor submits an invoice to CIHA in writing with appropriate documentation.

SECTION SIXTEEN **POSSESSION UPON SUBSTANTIAL COMPLETION**

CIHA reserves the right to take over and utilize areas of the Work site which Contractor's Work has been substantially completed, although other portions of the contracted Work remain to be finished. In such an instance all Contractor's obligation under this CONTRACT shall remain in force and Contractor will

remain responsible for the entire Work covered by this CONTRACT until the Contract Officer has issued a Certificate of Completion:

SECTION SEVENTEEN
DISPUTE RESOLUTION

- a. "Claim" as used in this Section, 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.
- b. 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 CONTRACT, shall be resolved under this clause.
- c. All claims by the Contractor shall be made in writing and submitted to the CIHA Contracting Officer for a written decision. A claim by CIHA against the Contractor shall be subject to a written decision by the Contracting Officer.
- d. The Contracting Officer shall, within 60 days after receipt of the request, decide the claim or notify the Contractor of the date by which the decision will be made.
- e. The Contracting Officer's decision shall be final unless the Contractor appeals in writing to a higher level in CIHA in accordance with CIHA's policy and procedures. In the event that CIHA does not have a policy and procedures for such an appeal, an appeal may be made to the Board of Commissioners or other governing body of CIHA. Such appeal must be made within 30 days after receipt of the Contracting Officer's decision.
- f. The 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.
- g. 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 unless such waiver is explicit and in writing, and fully complies with all CIHA, Tribal, and federal requirements for the waiver of such immunity.
- h. The Tribal Court of the Colville Confederated Tribes shall have exclusive jurisdiction over any suit that may be filed relating to the CONTRACT, provided that this designation shall not be deemed to be a waiver of the sovereign immunity of CIHA.

SECTION EIGHTEEN
INDIAN PREFERENCE (SECTION 7(b) CLAUSE)

- a. 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:
 - (i) Preferences and opportunities for training and employment shall be given to Indians; and

- (ii) Preferences in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned economic enterprises.
- b. Contractor shall comply with the provisions of section 7(b) of the Indian Act.
- c. 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.
- d. Contractor shall include the section 7(b) clauses set forth in Section Eighteen of this CONTRACT in every subcontract in connection with the Work, 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.

SECTION NINETEEN
EMPLOYMENT AND LABOR STANDARDS

- a. Contractor shall comply with all applicable federal and state laws regarding employment discrimination and Indian preference and the Colville Tribal Employment Rights Ordinance, and shall require the same of all subcontractors.
- b. **Minimum Wages**
(i) All maintenance laborers and mechanics employed under this CONTRACT in the operation of the Work shall be paid unconditionally and not less often than semi-monthly, and without subsequent deduction (except as otherwise provided by law or regulations), the full amount of wages due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Housing and Urban Development which is attached hereto and made a part hereof. Such laborers and mechanics shall be paid the appropriate wage rate on the wage determination for the classification of work actually performed, without regard to skill. Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein; provided, that the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination, including any additional classifications and wage rates approved by HUD under this Section Nineteen shall be posted at all times by the Contractor and its subcontractors at the site of the Work in a prominent and accessible place where it can be easily seen by the workers.
- (ii) (A) Any class of laborers or mechanics which is not listed in the wage determination and which is to be employed under the CONTRACT shall be classified in conformance with the wage determination. HUD shall approve an additional classification and wage rate only when the following criteria have been met:
- (1) The Work to be performed by the classification required is not performed by a classification in the wage determination;
 - (2) The classification is utilized in the area by the industry; and
 - (3) The proposed wage rate bears a reasonable relationship to the wage rates contained in the wage determination.
- (B) The wage rate determined pursuant to this paragraph shall be paid to all workers performing work in the classification under this CONTRACT from the first day on which Work is performed in the classification.
- c. **Withholding of funds.** The Contracting Officer, upon his/her own action or upon request of HUD, shall withhold or cause to be withheld from the Contractor under this CONTRACT or any other contract subject to HUD-determined wage rates, with the same prime Contractor, so much of the accrued

payments or advances as may be considered necessary to pay laborers and mechanics employed by the Contractor or any subcontractor the full amount of wages required by this clause. In the event of failure to pay any laborer or mechanic employed under this CONTRACT all or part of the wages required under this CONTRACT, the Contracting Officer or HUD may, after written notice to the Contractor, take such action as may be necessary to cause the suspension of any further payment or advance until such violations have ceased. The Public Housing Agency or HUD may, after written notice to the Contractor, disburse such amounts withheld for and on account of the Contractor or subcontractor to the respective employees to whom they are due.

d. **Records**

(i) The Contractor and each subcontractor shall make and maintain for three (3) years from the completion of the Work records containing the following for each laborer and mechanic:

- (A) Name, address and Social Security Number;
- (B) Correct work classification or classifications;
- (C) Hourly rate or rates of monetary wages paid;
- (D) Rate or rates of any fringe benefits provided;
- (E) Number of daily and weekly hours worked;
- (F) Gross wages earned;
- (G) Any deductions made; and
- (H) Actual wages paid.

(ii) The Contractor and each subcontractor shall make the records required under paragraph (d) of this Section Nineteen available for inspection, copying, or transcription by authorized representatives of HUD or the Contracting Officer and shall permit such representatives to interview employees during working hours on the job. If the Contractor or any subcontractor fails to make the required records available, HUD or its designee may, after written notice to the Contractor, take such action as may be necessary to cause the suspension of any further payment, advance or guarantee of funds.

e. **Apprentices and Trainees**

(i) Apprentices and trainees will be permitted to work at less than the predetermined rate for the work they perform when they are employed pursuant to and individually registered in:

- (A) A bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration (ETA), Office of Apprenticeship Training, Employer and Labor Services (OATELS), or with a state apprenticeship agency recognized by OATELS, or if a person is employed in his/her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by OATELS or a state apprenticeship agency (where appropriate) to be eligible for probationary employment as an apprentice;
- (B) A trainee program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, ETA; or
- (C) A training/trainee program that has received prior approval by HUD.

(ii) Each apprentice or trainee must be paid at not less than the rate specified in the registered or approved program for the apprentice's/trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Apprentices and trainees shall be paid fringe benefits in accordance with the provisions of the registered or approved program. If the program does not specify fringe benefits, apprentices/trainees must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification.

(iii) The allowable ratio of apprentices or trainees to journeyman on the job site in any craft classification shall not be greater than the ratio permitted to the employer as to the entire work force under the approved program.

(iv) Any worker employed at an apprentice or trainee wage rate who is not registered in an approved program, and any apprentice or trainee performing work in excess of the ratio permitted under the approved program, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed.

(v) In the event OATELS, a state apprenticeship agency recognized by OATELS or ETA, or HUD, withdraws approval of an apprenticeship or trainee program, the employer will no longer be permitted to utilize apprentices/trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

f. **Disputes concerning labor standards**

(i) Disputes arising out of the labor standards provisions contained in this Section Nineteen shall be subject to the following procedures. Disputes within the meaning of this paragraph include disputes between the Contractor (or any of its subcontractors) and the Contracting Officer, or HUD, or the employees or their representatives, concerning payment of prevailing wage rates or proper classification. The procedures in this section may be initiated upon HUD's own motion, upon referral of the Contracting Officer, or upon request of the Contractor or subcontractor(s).

(A) A Contractor and/or subcontractor or other interested party desiring reconsideration of findings of violation by the Contracting Officer or HUD relating to the payment of straight-time prevailing wages or classification of work shall request such reconsideration by letter postmarked within 30 calendar days of the date of notice of findings issued by the Contracting Officer or HUD. The request shall set forth those findings that are in dispute and the reasons, including any affirmative defenses, with respect to the violations. The request shall be directed to the appropriate Contracting Officer or HUD official in accordance with instructions contained in the notice of findings or, if the notice does not specify to whom a request should be made, to the Regional Labor Relations Officer (HUD).

(B) The Contracting Officer or HUD official shall, within 60 days (unless otherwise indicated in the notice of findings) after receipt of a timely request for reconsideration, issue a written decision on the findings of violation. The written decision on reconsideration shall contain instructions that any appeal of the decision shall be addressed to the Regional Labor Relations Officer by letter postmarked within 30 calendar days after the date of the decision. In the event that the Regional Labor Relations Officer was the deciding official on reconsideration, the appeal shall be directed to the Director, Office of Labor Relations (HUD). Any appeal must set forth the aspects of the decision that are in dispute and the reasons, including any affirmative defenses, with respect to the violations.

(C) The Regional Labor Relations Officer shall, within 60 days (unless otherwise indicated in the decision on reconsideration) after receipt of a timely appeal, issue a written decision on the findings. A decision of the Regional Labor Relations Officer may be appealed to the Director, Office of Labor Relations, by letter postmarked within 30 days of the Regional Labor Relations Officer's decision. Any appeal to the Director must set forth the aspects of the prior decision(s) that are in dispute and the reasons. The decision of the Director, Office of Labor Relations, shall be final.

(ii) Disputes within the meaning of this paragraph (f) include disputes between the Contractor (or any of its subcontractors) and CIHA, HUD, the U.S. Department of Labor, or the employees or their representatives regarding the subject matter of this Section Nineteen.

g. **Subcontracts.** The Contractor or subcontractor shall insert in any subcontracts all the provisions contained in this Section Nineteen and also a clause requiring the subcontractors to include these provisions in any lower tier subcontracts. The prime Contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the provisions contained in these clauses.

h. **Non-Federal Prevailing Wage Rates.** Any prevailing wage rate (including basic hourly rate and any fringe benefits), determined under state law to be prevailing, with respect to any employee in any trade or

position employed under the CONTRACT, is inapplicable to the CONTRACT and shall not be enforced against the Contractor or any subcontractor, with respect to employees engaged under the CONTRACT whenever such non-Federal prevailing wage rate, exclusive of any fringe benefits, exceeds the applicable wage rate determined by the Secretary of HUD to be prevailing in the locality with respect to such trade or position.

SECTION TWENTY
MISCELLANEOUS TERMS AND CONDITIONS

- a. **Lead-Based Paint Poisoning Prevention.** Contractor will comply with the lead-based paint poisoning prevention requirements set out in 24 CFR 1000.40.
- b. **RESERVED**
- c. **Use of Debarred, Suspended or Ineligible Subcontractors.** 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).
- d. **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.
- e. **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 it may be subsequently amended, and implementing regulations at 41 CFR Part 60, and as supplemented in Department of Labor regulations, rules, and orders, consistent with the Indian preference requirements set out in Section 7, above.
- f. **No Liens.** 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.
- g. **Assignment.**
 - a. 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.
 - b. This CONTRACT shall be binding upon and inure to the benefit of CIHA and Contractor and their respective permitted successors and assigns.

- h. **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, (i) the copyright in any work developed under a grant or subgrant, or contract under a grant or subgrant, and (ii) any rights of copyright to which a grantee, subgrantee, or contractor purchases ownership with grant support.
- i. **Examination and Retention of Contractor's Records.**
- (i) 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 the 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.
- (ii) Contractor agrees to include in all subcontracts under this CONTRACT at any tier a clause substantially the same as the immediately preceding paragraph.
- (iii) The periods of access and examination in the two immediately preceding paragraphs above for records relating to (A) appeals under the disputes clause of this CONTRACT, (B) litigation or settlement of claims arising from the performance of this CONTRACT, or (C) 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, or until the end of the three year period in subparagraph (i), whichever is later.
- j. **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).
- k. **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).
- l. **Restrictions on Lobbying.** CONTRACTOR shall comply with Restrictions on Lobbying (Public Law 101-121, Section 319) as supplemented by applicable HUD regulations. This Law applies to the recipients of contracts and subcontracts that exceed \$100,000 at any tier under a Federal loan that exceeds \$150,000 or a Federal grant that exceeds \$100,000. If applicable, 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. 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, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 USC 1352. Each tier shall disclose any lobbying with non-Federal funds that takes place in connection with obtaining any 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.
- m. **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
42 Convalescent Boulevard
P.O. Box 528
Nespelem, Washington 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.

- n. **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.
- o. **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.
- p. **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.
- q. **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.
- r. **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.

- s. **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.
- t. **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.
- u. **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, CIHA's liability shall be limited to compensatory damages proximately caused by such breach and CIHA shall not, under any circumstances, be liable to Contractor 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.
- v. **Independent Contractor.** The parties intend that each of them is and shall remain independent contractors with respect to services and items being provided hereunder. This CONTRACT is not intended to create a partnership or joint venture between the parties, and nothing in this CONTRACT shall be construed as creating a relationship of employer and employee between the parties. No agent, employee or representative of any party shall be construed or deemed an agent, employee or representative of the other.
- w. **Ownership of Documents.** All documents created or prepared under this CONTRACT are the property of CIHA and are not to be used by the Contractor or any sub-subcontractor except in connection with the work performed under this CONTRACT.
- x. **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.
- y. **Records.** Contractor and all subcontractors shall maintain accurate records detailing the costs which constitute the cost of the services provided, and shall make such records available to CIHA, upon reasonable notice and at reasonable times, for audit, such audit to be at CIHA's expense.
- z. **Safety.** Contractor and all subcontractors shall take necessary precautions for the safety of its employees and shall comply with all applicable provisions of federal and tribal safety laws to endeavor to prevent accidents or injury to persons on, about, or adjacent to the locations where services are performed. Contractor, however, shall not be responsible for the elimination or abatement of safety hazards created or otherwise resulting from work carried on by the CIHA or its separate contractors, or their respective employees, agents, contractors or tenants. CIHA agrees to cause its employees, agents, separate contractors and tenants to abide by and fully adhere to all applicable provisions of federal and tribal safety laws and regulations.
- aa. **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.

- bb. **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.
- cc. **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.
- dd. **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 Work under this CONTRACT.
- ee. **Copeland Anti-Kickback Act.** Contractor and all subcontractors shall comply with the Copeland "Anti-Kickback" Act (18 U.S.C. 874) as supplemented in Department of Labor regulations (29 CFR part 3).
- ff. **Contract Work Hours and Safety Act.** Contractor and all subcontractors shall comply with Sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327A 330) as supplemented by Department of Labor regulations (29 CFR part 5).
- gg. **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.
- hh. **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.

- ii. **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.
- jj. **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.
- kk. **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.

IN WITNESS WHEREOF, the parties have executed this CONTRACT at Nespelem, Colville Indian Reservation, on the date indicated.

Colville Indian Housing Authority

Contracting Officer

Date
Contractor

Owner/Partner

Date

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.

Maintenance Wage Rate Decision	U.S. Department of Housing and Urban Development Office of Labor Relations	HUD FORM 52158 (06/2006)
Agency Name: Colville Indian Housing Authority	LR 2000 Agency ID No: WA707A	Wage Decision Type: <input checked="" type="checkbox"/> Routine Maintenance <input type="checkbox"/> Nonroutine Maintenance
	Effective Date: 10/1/2022	Expiration Date: 9/30/2024
<p>The following wage rate determination is made pursuant to Section 12(a) of the U.S. Housing Act of 1937, as amended, (public housing agencies), or pursuant to Section 104(b) of the Native American Housing Assistance and Self-determination Act of 1996, as amended, (Indian housing agencies). The agency and its contractors may pay to maintenance laborers and mechanics no less than the wage rate(s) indicated for the type of work they actually perform.</p> <div style="display: flex; justify-content: space-between; margin-top: 20px;"> <div style="width: 45%;"> <p>Melanie Hertel</p> <hr style="border: 0; border-top: 1px solid black; margin: 5px 0;"/> <p>HUD Labor Relations (Name, Title, Signature)</p> </div> <div style="width: 45%; text-align: center;"> <p>8/29/2022</p> <hr style="border: 0; border-top: 1px solid black; margin: 5px 0;"/> <p>Date</p> </div> </div>		
WORK CLASSIFICATION(S)	HOURLY WAGE RATES	
	BASIC WAGE	FRINGE BENEFIT(S) (if any)
Maintenance Mechanic Maintenance Repairer Laborer/Groundskeeper Janitor/Custodian	\$22.15 \$18.64 \$16.82 \$16.41	<div style="margin-top: 200px;"> <input checked="" type="checkbox"/> The agency employee benefit program has been determined by HUD to be acceptable for meeting the prevailing fringe benefit requirements. <small>(HUD Labor Relations: If applicable, check box and initial below.)</small> <div style="border-top: 1px solid black; width: 100px; margin: 0 auto;"></div> LR Staff Initial </div>
		FOR HUD USE ONLY LR2000: Log in: Log out: