

REQUEST FOR QUOTATIONS
Elder Rehabilitation Grant Project
McCuen HVAC Replacement Project
2799 G Columbia River Road, Okanogan WA 98840

Description:

1. **One Single Family Home; 2799 G Columbia River Road, Okanogan, WA**
2. **Furnish Labor and Materials to:**
 - a. **Remove and dispose of existing HVAC heat pump/fan coil unit.**
 - b. **Install breaker and service to heat pump location.**
 - c. **Install new heat pump, fan coils and all required accessories.**
 - d. **Install new rigid crossover ducts.**
 - e. **Make all connections for complete working systems.**
 - f. **Clean all ducts prior to startup of new system.**
 - g. **Inspect all ducts and seal as necessary.**

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 w/general conditions (Sample)
7. SAM Registry Clause; must have active Unique Entity Identifier (formerly DUNS number)
8. HUD Determined Non-Routine Maintenance Wages

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

Or:

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), April 16, 2024.
any quotations received after the above time will not be considered and will be returned to the proposer.

A non-mandatory preproposal meeting will be held on site at 1:00 P.M. April 2, 2024. Contact eric.eberlein.hsg@colvilletribes.com or (509) 634.2198.

Property is located here: <https://maps.app.goo.gl/pHTWs2Q1wE3JGoiz9>

CIHA reserves the right to reject any and all proposals or to cancel or modify this RFQ 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

Description:

1. **One Single Family Home; 2799 G Columbia River Road, Okanogan, WA**
 - a. **Remove and dispose of existing HVAC heat pump/fan coil unit.**
 - b. **Install breaker and service to heat pump location.**
 - c. **Install new heat pump, fan coils and all required accessories.**
 - d. **Install new rigid, insulated crossover ducts.**
 - e. **Make all connections for complete working systems.**
 - f. **Clean all ducts prior to startup of new system.**
 - g. **Inspect all ducts and seal as necessary.**

This work to be performed on a triple wide manufactured home 40' wide by 56' long (approximately)

Start of Scope of Work

2. Furnish Labor and Materials to:

a. Remove and dispose of existing HVAC heat pump/fan coil unit.

All work must be completed within 7 days. This unit is currently occupied, prior to work beginning, schedule with the tenant and CIHA in advance of work being performed. Remove and dispose of equipment in accordance with CCT Solid Waste requirements and as listed in contractor's submitted solid waste C/U application. Take care not to damage tenant belongings, floors, wall, doors, windows, etc.

b. Install breaker and service to heat pump locations.

Install or replace breakers to provide new, appropriate size breakers for the heat pump and fan coil. If possible reuse existing power to outdoor unit. If possible, re-use existing power to indoor unit.

c. Install new heat pump, fan coils, heat strip and all required accessories.

Heat Pump (submittal required)			
Manufacturer	System	Model #	Size
Goodman (or equal)	Goodman Heat Pump	To be determined by HVAC contractor	TBD
Fan Coil/Indoor unit/Heat strip (submittal required)			
Manufacturer	System	Model #	Size
Goodman (or equal)	Goodman Fan Coil	To be determined by HVAC contractor	TBD

Provide recommendation and quotation for heat pump and indoor unit by utilizing a recognized method that takes into consideration all factors to determine the best sized system for the climate, square footage, insulation and current duct configuration. See attached PTCS certification and heat pump start up form for additional information.

Install new heat pump in location determined by CIHA. Include line set, power, disconnect switch, pad (if necessary), snow legs, line set support and pvc line set covers and any other components required for the operation of this system.

Install new fan coil, heat strip indoor unit in same location as existing system. Align unit so that service and filter changes are easily performed. Install new wall mounted programmable thermostat.

d. Install new rigid, insulated crossover ducts under the home.

Remove and dispose of existing crossover ducts. Install new, rigid metal, insulated crossover ducts under the home. Support ducts off of the ground on a strip of R-10 foam plastic. Use mastic at all connections.

d. Make all connections for complete working systems.

Provide parts and labor to connect to existing duct work for a complete operable system. Connect system to existing condensate line. It may be necessary to replace all or part of the condensate line as part of this project.

Seal all new penetrations and areas where the installation leaves gaps or holes. All exterior wiring or line sets attached to the building will need to be contained in conduit or pvc lineset covers. Protect lines in walkways with 4" pvc pipe and support.

e. Clean all ducts prior to startup of new system.

Agitate, vacuum and clean all ducts, followed by sanitizing with an EPA registered duct sanitizer.

f. Inspect all exposed ducts and seal as necessary.

Permits

Provide all required state permits.

CIHA will be responsible for the required CCT building permit.

CCT solid waste compliance and utilization disposal plan will need to be filled out by the contractor.

End of Scope of Work

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Provisions to the Contract

- A. The contractor is responsible for contacting the Tribal Employment Rights Office (TERO) and confirm their requirements regarding contracting on the Colville Indian Reservation. The Colville Indian Housing Authority will support TERO in their implementation and enforcement of their program in connection with contract work. The contractor will provide the authorized TERO Compliance and Utilization Plan to CIHA before beginning work. All fees and cost related to TERO should be considered when preparing a cost estimate for work.
- B. Any omissions or additions from or to the attached scope of work must be requested in writing by the contractor and approved in writing by the contracting officer or authorized designee.
- C. To the greatest extent possible, protect all trees, bushes, 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.
- D. All debris and salvage become the property of the contractor and must be removed from the site and dumped in an approved area as required by CCT CHAPTER 4-13 Solid Waste.

- E. 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.
- F. Non-Routine Maintenance Wages will be observed on this project.
- G. The contractor will furnish all manpower, tools, scaffolding, vehicles, and safety equipment as required by T.O.S.H.A., as well as any other equipment necessary to complete the clean-up work as described.
- H. The Contractor shall provide all labor, materials, and equipment necessary for protection of personnel, equipment, furnishings, buildings, and facility accessories (such as parking lots, fences, etc.) from damage. Fixed items shall be removed, if necessary, and replaced in their original locations. Equipment, furnishings, buildings, and facility accessories damaged due to work performed under the scope of work shall be repaired or replaced to their original construction and finish by this Contractor at no additional cost to CIHA.
- I. 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.
- J. Before submitting a quote, each bidder shall carefully examine the Drawings, read the specifications and all addenda and visit the site of the work. Each bidder shall fully inform themselves prior to submitting a bid as to all existing conditions and limitations under which is to be performed. No allowance will be made to any Bidder because of lack of such examination or knowledge. Submission of a quote, it will be construed as conclusive evidence that the Bidder has made such examination.

End Provisions

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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. Residential Wage Determination

QUOTE FOR: Colville Indian Housing Authority:

**Elder Rehabilitation Grant Project
McCuen HVAC Replacement Project
2799 G Columbia River Road
Okanogan, WA 98840**

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 related to the project scope of work, all in accordance therewith, for the sum of:

BASIC QUOTE

TOTAL QUOTE: _____ DOLLARS (\$ _____)

Quote for services must include all potential TERO fees.

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.
 - 1. Non collusive affidavit
 - 2. Statement on Indian Preference
 - 3. Certifications and Representations of Offerors
 - 4. Indian Enterprise Qualifications Statement (MUST be included or on file with CIHA for Indian Preference points)

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

DATE _____

FIRM NAME

OFFICIAL ADDRESS:

BY

TITLE

TELEPHONE

END OF FROM 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)

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 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 and the CIHA Personnel Manual. Copies of these provisions are attached hereto.
3. Supply information to CIHA 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

**U.S. Department of Housing
and Urban Development**
Office of Public and Indian Housing

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

Representations, Certifications, and Other Statements of Bidders

Public and Indian Housing Programs

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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

(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)

**CONSTRUCTION AND CONSTRUCTION-RELATED SERVICES
SMALL PURCHASE CONTRACT BETWEEN
COLVILLE INDIAN HOUSING AUTHORITY
AND**

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

1. CONTRACT DOCUMENTS

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

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

3. SERVICES TO BE PERFORMED BY CONTRACTOR

- 3.1** CONTRACTOR is retained to provide the following construction or construction-related services:
 - 3.1.1** ;
 - 3.1.2** ;
 - 3.1.3** ;

3.1.4 ;

3.1.5 ;

3.1.6 All provisions as contained in the scope of work.

3.2 CONTRACTOR will identify the need, if any, for consultants, subcontractors, or related business professional services, and provide such analysis to CIHA. CIHA will make the final determination, after consulting with CONTRACTOR, whether such consultants, subcontractors, or related business professional services are needed for the project. CONTRACTOR will procure such services through the applicable procurement process and consistent with all applicable competitive procurement requirements.

3.3 All work product generated under this Contract by CONTRACTOR, outside consultants, or subcontractors, shall be based upon CONTRACTOR's knowledge, experience, and professional judgment;

3.4 CONTRACTOR shall adhere to all laws, regulations, or standards applicable to such work in the performance of this Contract.

4. **COMPENSATION**

4.1 CIHA shall compensate CONTRACTOR for services rendered under this contract as follows: _____.

4.2 CIHA shall pay compensation on the tenth of each month for the previous month's work, upon submission by CONTRACTOR of properly itemized invoices and receipts, or credit card itemized billings, to CIHA's Executive Director.

4.3 In the event that this Contract is terminated without cause before completion of the Contract term, CONTRACTOR shall be paid such compensation as may be determined equitable to date of termination. In the event this Contract is terminated for cause, CONTRACTOR shall receive such compensation as is due under this contract to the date of termination set forth in such notice, so long as CONTRACTOR is performing in conformity with the terms of this contract and all Tribal and CIHA property is returned to CIHA.

4.4 Except in an emergency, advanced written approval shall be obtained from CIHA for additional amounts for fees and expenses.

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

6. **GENERAL PROVISIONS**

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

- 6.2 Modifications.** Any modification of this Contract will be effective only if it is in writing and signed by both parties.
- 6.3 Property of Parties**
- 6.3.1** All records, of any nature, whether existing at the time of this Contract, produced through the efforts of CONTRACTOR, or obtained by CONTRACTOR from any other source, and whether prepared by CONTRACTOR or otherwise, shall remain the exclusive property of CIHA.
- 6.3.2** All Tribal or CIHA equipment, books, and files/records utilized by CONTRACTOR in performing CONTRACTOR's duties under this Contract shall be returned immediately to CIHA by CONTRACTOR on expiration or termination of this Contract, regardless of whether any dispute exists between CIHA and CONTRACTOR at and/or following the expiration or termination of this Contract.
- 6.3.3 Intellectual Property.**
- 6.3.3.1** If this Contract involves performance of experimental, developmental, or research work funded in whole or in part by the Federal government, CONTRACTOR and CIHA shall comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.
- 6.3.3.2** Except as provided in Section 6.3.3.1, above, CONTRACTOR agrees that ownership of all materials developed under this Contract shall be in CIHA.
- 6.3.3.3** CONTRACTOR may retain all personal notes relating to work under this Contract, and may retain copies of documents generated by CONTRACTOR pursuant to this Contract; provided, however, that copies of all notes and ORIGINAL copies of all documents created in the performance of this Contract, shall be provided to CIHA.
- 6.4 Waiver.**
- 6.4.1** The failure of either party to insist on strict compliance with any terms, covenants, or conditions of this Contract by the other party shall not be deemed waiver of that term, covenant, or condition; nor shall any waiver or relinquishment of any right or power at any one time or times be deemed a waiver or relinquishment of that right or power of all and or any other times.
- 6.4.2** Nothing in this Contract shall be construed to waive CIHA's sovereign immunity from suit.
- 6.5 Governing Law.** The Laws of the Confederated Tribes of the Colville Indian Reservation shall govern this Contract.
- 6.6 Insurance.** CONTRACTOR shall be liable for any damages to CIHA resulting from CONTRACTOR's acts and omissions, as well as the acts and omissions of any of CONTRACTOR's employees, agents, or officers, and CONTRACTOR shall carry insurance in the following amounts:
- 6.6.1** General Liability: \$1,000,000/\$2,000,000 aggregate
- 6.6.2** Automobile Liability: \$1,000,000

6.6.3 Professional Liability: \$1,000,000

6.7 **CONTRACTOR'S Responsibility for Work.** The CONTRACTOR's responsibility will terminate when all work reasonably inferable has been completed, the final inspection made, and final acceptance of the work by the Contracting Officer. The CONTRACTOR will then be released from further obligation except as required by the warranties specified elsewhere in the Contract.

6.8 **Termination.**

6.8.1 CIHA may terminate this Contract in whole, or from time to time in part, for CIHA's convenience or the failure of the CONTRACTOR to fulfill the contract obligations (default). CIHA shall terminate by delivering to the CONTRACTOR a written Notice of Termination specifying the nature, extent, and effective date of the termination. Upon receipt of the notice, the CONTRACTOR shall: (i) immediately discontinue all services affected (unless the notice directs otherwise); and (ii) deliver to CIHA all information, reports, papers, and other materials accumulated or generated in performing this contract, whether completed or in process.

6.8.2 If the termination is for the convenience of CIHA, CIHA shall be liable only for payment for services rendered and adequately performed before the effective date of the termination.

6.8.3 If the termination is due to the failure of CONTRACTOR to fulfill its obligations under the Contract (default), CIHA may (i) require CONTRACTOR to deliver to it, in the manner and to the extent directed by CIHA, any work as described in Section 6.8.1 above, and compensation be determined in accordance with the Changes clause herein; (ii) take over the work and prosecute the same to completion by contract or otherwise, and CONTRACTOR shall be liable for any additional cost incurred by CIHA; (iii) withhold any payments to CONTRACTOR, for the purpose of off-set or partial payment, as the case may be, of amounts owed to CIHA by CONTRACTOR.

6.8.4 If, after termination for failure to fulfill contract obligations (default), it is determined that CONTRACTOR had not failed, the termination shall be deemed to have been effected for the convenience of CIHA, and CONTRACTOR shall be entitled to payment as described in Section 6.8.2 above.

6.8.5 Upon the occurrence of any Event of Default by CIHA, and at any time as long as such Event of Default by CIHA continues, CONTRACTOR may, at its option, declare this Contract to be in default and exercise any one or more of the following remedies: (i) Terminate this Contract by written notice to CIHA, which termination shall be effective upon delivery of such notice to CIHA; (ii) Exercise all rights and remedies available to CONTRACTOR at law or in equity under the laws of the Colville Confederated Tribes.

6.8.6 In the event of the death or disability of CONTRACTOR, this Contract may be terminated by CIHA, and CIHA shall pay to the administrator or personal representative of CONTRACTOR's estate any compensation due CONTRACTOR hereunder.

6.8.7 Any disputes with regard to this clause are expressly made subject to the terms of clause titled Dispute Resolution herein.

6.9 It is recognized and agreed by CIHA and the CONTRACTOR that it is extremely difficult to measure the harm to CIHA resulting from delayed completion of the Project. Potential damages include costs for: the temporary relocation of and alternate housing for residents of the Project, similar difficulties in calculating damages. Accordingly, CIHA and the Contractor agree that the CONTRACTOR shall have assessed against it and shall pay to CIHA liquidated damages as follows. If CONTRACTOR fails to complete the work within the time specified in the contract, or any extension, as specified in the clause entitled Default of this contract, CONTRACTOR shall pay to the TDHE as liquidated damages, the sum

of _____ [Contracting Officer insert amount] for each day of delay [If no amount inserted, the amount of liquidated damages shall be \$100 per day]. If different completion dates are specified in the contract for separate parts or stages of the work, the amount of liquidated damages shall be assessed on those parts or stages which are delayed. To the extent that the Contractor's delay or nonperformance is excused under another clause in this contract, liquidated damages shall not be due CIHA. CONTRACTOR remains liable for damages caused other than by delay. If no amount is inserted in this paragraph, CONTRACTOR shall pay to CIHA the actual amount of all damages sustained by the CIHA as a result of such delay.

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

- 7.1** Contractor shall comply with all applicable laws, ordinances, rules, regulations, and lawful orders of the Colville Confederated Tribes, CIHA, and the United States governing performance of the Scope of Services. This Contract is subject applicable governing law, which includes, but is not limited to: the Tribal employment and contracting preferences of the Colville Confederated Tribes, if any.
- 7.2** If the Colville Confederated Tribes does not have Tribal employment and contracting preferences, and only until such time as the Colville Confederated Tribes adopts such preferences through law or regulation, the following Indian preference provisions shall apply.
- 7.3 Indian Preference (Section 7(b)) Clause:** The work to be performed under this contract is on a project subject to section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450e(b)) (the Indian Act). Section 7(b) requires that to the greatest extent feasible:
- 7.3.1** Preferences and opportunities for training and employment shall be given to Indians; and
- 7.3.2** Preferences in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned economic enterprises.
- 7.3.3** CONTRACTOR shall comply with the provisions of section 7(b) of the Indian Act.
- 7.3.4** In connection with this Contract, CONTRACTOR shall, to the greatest extent feasible, give preference in the award of any subcontracts to Indian organizations and Indian-owned economic enterprises, and preferences and opportunities for training and employment to Indians.
- 7.3.5** CONTRACTOR shall include this section 7(b) clause in every subcontract in connection with the project, and shall, at the direction of CIHA take appropriate action pursuant to the subcontract upon a finding by the recipient or HUD that the subcontractor has violated the section 7(b) clause of the Indian Act.

8. DISPUTE RESOLUTION.

- 8.1** "Claim" as used in this clause, means a written demand or written assertion by one of the contracting parties seeking, as a matter of right, the payment of money in a sum certain, the adjustment or interpretation of Contract terms, or other relief arising under or relating to the Contract. A claim arising under the Contract, unlike a claim relating to the Contract, is a claim that can be resolved under a Contract clause that provides for the relief sought by the claimant. A voucher, invoice, or other routine request for payment that is not in dispute when submitted is not a claim. The submission may be converted to a claim by complying with the requirements of this clause, if it is disputed either as to liability or amount or is not acted upon in a reasonable time.
- 8.2** All disputes arising under or relating to this Contract, including any claims for damages for the alleged breach thereof which are not disposed of by agreement, shall be resolved exclusively under this clause.

- 8.3** The details and supporting documents of all claims by CONTRACTOR for additional compensation, or for an extension of time of performance, or for any dispute regarding a question of fact, or for interpretation of the Contract, shall be made in writing and submitted to the Contracting Officer for a written decision within ten (10) calendar days from the date of the occurrence of the dispute. CONTRACTOR agrees that unless these written notices are provided, CONTRACTOR will have no entitlement to additional time or compensation for such act, event or condition and such failure to provide such notice shall constitute a waiver of the claims.
- 8.4** Presenting Claim. In presenting the claim and supporting documentation, CONTRACTOR shall specifically include, to the extent then possible, the following:
- 8.4.1** Certification signed by CONTRACTOR that the claim is made in good faith, that the supporting data is accurate and complete to the best of CONTRACTOR's knowledge and belief, and that the amount requested accurately reflects the Contract adjustment for which CONTRACTOR believes CIHA is liable.
- 8.4.2** A narrative which describes the facts and outlines the analysis of responsibility and causal connection of the claim including: (i) A brief summary of the claim and the facts pertinent to the claim; (ii) The specific Contract provisions on which the claim is based; (iii) A description of the relative responsibilities of each party giving rise to the claims; (iv) A description of the cause and effect relationship between the relevant acts and omissions of the specific responsible parties and the damages or additional costs claimed; (v) Documentation which supports the narrative including schedules, graphs, charts, photographs, and any other pertinent documents or information; (vi) Quantitative analysis and presentation of requested additional compensation and/or the additional time including: (A) A summary of additional compensation and/or additional time requested; (B) Supporting calculations, subcalculations, cost data and documents including proof of expenditures to support the claimed additional compensation and/or additional time.
- 8.5** All claims by CONTRACTOR shall be made in writing and submitted to the Contracting Officer for a written decision.
- 8.6** The Contracting Officer shall, within _____ (60 unless otherwise indicated) days after receipt of the request, decide the claim or notify CONTRACTOR of the date by which the decision will be made.
- 8.7** The Contracting Officer's decision shall be final unless CONTRACTOR appeals in writing to a higher level in CIHA in accordance with CIHA's applicable policy and procedures for such appeals, if any. In the event that CIHA does not have a policy and procedures for such an appeal, an appeal may be made to the governing body of CIHA. Such appeal must be made within _____ (10 unless otherwise indicated) days after receipt of the Contracting Officer's decision.
- 8.8** CONTRACTOR shall proceed diligently with performance of this Contract, pending final resolution of any request for relief, claim, appeal, or action arising under or relating to the Contract, and comply with any decision of the Contracting Officer.
- 8.9** Nothing in this Contract, or any action taken by CIHA or any of its agents or employees in connection with this Contract shall be deemed to be a waiver of the sovereign immunity of CIHA or the Tribe.
- 8.10** CONTRACTOR hereby acknowledges and irrevocably consents to the exclusive personal and subject matter jurisdiction of the Tribal Court or other Tribal dispute resolution entity or mechanism of the Tribe over any dispute, suit or other legal action that may be filed relating to the Contract, provided that this provision shall not be deemed to be a waiver of the sovereign immunity of the Tribe or CIHA, which immunity is hereby expressly asserted, and provided further that any order, judgment or award of such Court or dispute resolution entity or mechanism in favor of CIHA and against CONTRACTOR may be registered or enforced in any court of competent jurisdiction.

- 8.11** Time is of the essence for the CIHA to learn about and address claims and disputes. CONTRACTOR must comply with all notification requirements, and bring any and all claims within the time frames set out in this Section or such claims shall be permanently waived and deemed resolved. Further, notwithstanding any other provision of this Contract, CONTRACTOR may not bring any kind of cumulative or aggregate claim at any time.

9. CHANGES

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

10. Prevailing Wage Rates

- 10.1** If the Colville Confederated Tribes has adopted Tribal prevailing wage laws, regulations, and rates governing the work provided under this Contract, those laws, regulations and rates shall govern. If not, then the remainder of this Section 10 shall apply.
- 10.2 Minimum Wages.**
- 10.2.1** All laborers and mechanics employed under the Contract in the construction or development of the project(s) involved will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR Part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the Contractor and such laborers and mechanics. Contributions made or costs reasonably anticipated for bona fide fringe benefits under Section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of 29 CFR 5.5(a)(1)(iv); also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the regular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits in the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR 5.5(a)(4). 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 classification and

wage rates conformed under 29 CFR 5.5(a)(1)(ii) and the Davis-Bacon poster (WH-1321) 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.

10.2.2 (A) Any class of laborers or mechanics, including helpers, 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 and fringe benefits therefor only when all the following criteria have been met:

- (1) The work to be performed by the classification requested is not performed by a classification in the wage determination; and
- (2) The classification is utilized in the area by the construction industry; and
- (3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(B) If the Contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and HUD or its designee agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action shall be sent by HUD or its designee to the Administrator of the Wage and Hour Division, Employee Standards Administration, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise HUD or its designee or will notify HUD or its designee within the 30-day period that additional time is necessary.

(C) In the event the Contractor, the laborers or mechanics to be employed in the classification or their representatives, and HUD or its designee do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), HUD or its designee shall refer the questions, including the views of all interested parties and the recommendation of HUD or its designee, to the Administrator of the Wage and Hour Division for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise HUD or its designee or will notify HUD or its designee within the 30-day period that additional time is necessary.

(D) The wage rate (including fringe benefits where appropriate) determined pursuant to this clause 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.

10.2.3 Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the Contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

10.2.4 If the Contractor does not make payments to a trustee or other third person, the Contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program; *provided*, that the Secretary of Labor has found, upon the written request of the Contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the Contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

10.2.5 Withholding of Funds. CIHA shall, upon its own action or upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the Contractor under this contract or any other Federal contract with the same prime Contractor, or any other Federally-assisted contract subject to Davis-Bacon prevailing wage

requirements, which is held by the same prime Contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the Contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working in the construction or development of the project, all or part of the wages required by the contract, 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 until such violations have ceased. HUD or its designee 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.

10.2.6 Payrolls and Basic Records.

- (A) Payrolls and basic records relating thereto shall be maintained by the Contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working in the construction or development of the project. Whenever the Secretary of Labor has found, under 29 CFR 5.5(a)(1)(iv), that the wages of any laborer or mechanic include the amount of costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the Contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits.
- (B) (1) The Contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the Contracting Officer. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under subparagraph (c)(1) of this clause. This information may be submitted in any form desired.
- (2) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the Contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:
- (i) That the payroll for the payroll period contains the information required to be maintained under this clause and that such information is correct and complete;
 - (ii) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in 29 CFR Part 3; and
 - (iii) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.
- (3) The falsification of any of the above certifications may subject the Contractor or subcontractor to civil or criminal prosecution under Section 1001 of Title 18 and Section 3729 of Title 31 of the United States Code.
- (C) The Contractor or subcontractor shall make the records required under this clause available for inspection, copying, or transcription by authorized representatives of CIHA, HUD or its designee, the Contracting Officer, or the Department of Labor and shall permit such representatives to interview employees during working hours on the

job. If the Contractor or subcontractor fails to submit the required records or to make them available, CIHA 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. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

10.2.7 Apprentices.

- (A) Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, 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 or 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) The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the Contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated in this paragraph, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the Contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator of the Wage and Hour Division determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event OATELS, or a State Apprenticeship Agency recognized by OATELS, withdraws approval of an apprenticeship program, the Contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

10.2.8 Trainees.

- (A) Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration.

(B) Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed in the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate in the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate in the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate in the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the Contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

10.2.9 Equal Employment Opportunity. The utilization of apprentices, trainees, and journeymen under this clause shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended by Executive Order 11375, and as further amended by Executive Order 13672, 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.

10.2.10 Compliance with Copeland Act Requirements. The Contractor shall comply with the requirements of 29 CFR Part 3, which are hereby incorporated by reference in this contract.

10.2.11 Contract Termination; Debarment. A breach of the labor standards clauses in this contract may be grounds for termination of the contract and for debarment as a Contractor and a subcontractor as provided in 29 CFR 5.12.

10.2.12 Compliance with Davis-Bacon and related Act Requirements. All rulings and interpretations of the Davis-Bacon Act, as amended (40 U.S.C. 3141–3148), the Copeland “Anti-Kickback” Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations, and related Acts contained in 29 CFR Parts 1, 3, and 5 are herein incorporated by reference in this contract. The CIHA must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The CIHA must report all suspected or reported violations to the Federal awarding agency. When required by Federal program legislation, this clause applies to all prime construction contracts in excess of \$2,000 awarded by non-Federal entities.

10.2.13 Disputes Concerning Labor Standards. Disputes arising out of the labor standards provisions of this clause shall be subject to the general disputes clause of this contract, except that disputes related to the Copeland Act and the Contract Work Hours and Safety Act shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR Parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the Contractor (or any of its subcontractors) and the CIHA, HUD, the U.S. Department of Labor, or the employees or their representatives.

10.2.14 Certification of Eligibility.

(A) By entering into this contract, the Contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the Contractor'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 this contract shall be subcontracted to any person or firm ineligible for award of a United States Government contract 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.

10.2.15 Subcontracts. The Contractor or subcontractor shall insert in any subcontracts all the provisions contained in this clause, and such other clauses as HUD or its designee may by appropriate instructions require, 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 these provisions.

11. MISCELLANEOUS TERMS AND CONDITIONS

- 11.1 Lead-Based Paint Poisoning Prevention.** CONTRACTOR will comply with the lead-based paint poisoning prevention requirements set out in 24 CFR 1000.40.
- 11.2 Reserved.**
- 11.3 Contract Work Hours and Safety Standards Act.** In contracts awarded by CIHA in excess of \$100,000 that involve the employment of mechanics or laborers, CONTRACTOR will comply with 40 U.S.C. 3702 and supplemented by Department of Labor regulations as set out in 29 CFR Part 5. Under 40 U.S.C. 3702, CONTRACTOR must compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.
- 11.4 Prevailing Wage Requirements.** CONTRACTOR will pay prevailing wages as required by 25 U.S.C. § 4114 of the Native American Housing Assistance and Self-Determination Act, and as set out elsewhere in this Contract.
- 11.5 Use of Debarred, Suspended or Ineligible Contractors.** CONTRACTOR will comply with Executive Orders 12549 and 12689, and OMB implementation guidelines as set out in 2 CFR 180. A contract award must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. CONTRACTOR will comply with the prohibitions set out in 24 CFR Part 24, 2 CFR Part 200, 2 CFR Part 2424, as well as any Tribal and CIHA requirements, with regard to the use of debarred, suspended or ineligible subcontractors. (24 CFR 1000.44).
- 11.6 Drug-Free Workplace.** CONTRACTOR will comply with the Drug-Free Workplace Act of 1988, HUD's implementing regulations at 24 CFR Part 24, and any tribal requirements as set out in 24 CFR 1000.46.
- 11.7 Equal Employment Opportunity.** CONTRACTOR will comply with Executive Order 11246 of September 24, 1965, entitled "Equal Employment Opportunity," as amended by Executive Order 11375 of October 13, 1967, as further amended by Executive Order 13672 of July 21, 2014, and as it may be subsequently amended, and implementing regulations at 41 CFR Part 60, and as supplemented in Department of Labor regulations, rules, and orders

- 11.8 Conflicts of Interest (24 CFR 1000.32).** Based on federal regulations (24 CFR 1000.32) and where 24 CFR 1000.32 applies, in all cases not governed by 2 CFR 200.318(c), the following conflict of interest provisions shall apply: No person who participates in the decision-making process or who gains inside information with regard to NAHASDA assisted activities may obtain a personal or financial interest or benefit from such activities, except for the use of NAHASDA funds to pay salaries or other related administrative costs. Such persons include anyone with an interest in any contract, subcontract or agreement or proceeds thereunder, either for themselves or others with whom they have business or immediate family ties. Immediate family ties are determined by the CIHA in its operating policies.
- 11.9 No Liens.** The parties hereby acknowledge that the work is to be performed on the reservation of the Colville Confederated Tribes, which is comprised of lands held in trust by the United States for the benefit of the Tribe. As such, there is no authority for CONTRACTOR to assert or perfect a construction, mechanics', or other such lien on the property, and CONTRACTOR shall not attempt to assert or perfect any such lien, nor permit any subcontractors to do so.
- 11.10 Indemnity.** CONTRACTOR shall indemnify CIHA against and hold CIHA harmless from any and all claims, actions, damages, costs, expenses (including reasonable attorneys' fees), obligations, liabilities and liens (including any of the foregoing arising or imposed under the doctrines of "strict liability" or "product liability" and including, without limitation, the cost of any fines, remedial action, damage to the environment and cleanup and the fees and costs of consultants and experts), arising out of the services provided by CONTRACTOR pursuant to this Contract, or for any other activities of CONTRACTOR or CONTRACTOR's officers, agents, or employees, excluding, however, any of the foregoing resulting from the sole negligence or willful misconduct of CIHA. CONTRACTOR agrees that upon written notice by CIHA of the assertion of such a claim, action, damage, obligation, liability or lien, CONTRACTOR shall assume full responsibility for the defense thereof. CONTRACTOR's choice of counsel shall be mutually acceptable to both CIHA and CONTRACTOR.
- 11.11 Assignment.**
- 11.11.1** Neither party may assign this Contract or any interest in this Contract without the express prior written consent of the other party, which consent shall not be unreasonably withheld; provided, however, that CIHA may assign its rights under this Contract to an affiliate of CIHA or to the Colville Confederated Tribes in the event of a merger, reorganization, or consolidation as a result of which CIHA is not a surviving legal entity. CIHA may attach any reasonable condition or limitation to the employment of any such subcontractor or third party. 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.
- 11.11.2** This Contract shall be binding upon and inure to the benefit of CIHA and CONTRACTOR and their respective permitted successors and assigns.
- 11.12 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.
- 11.13 Examination and Retention of Contractor's Records.**
- 11.13.1** CIHA, HUD, and the Comptroller General of the United States, and any of their duly authorized representatives, shall, until three years after final payment is made under this Contract, have access to and the right to examine any of CONTRACTOR's directly pertinent

books, documents, papers, or other records involving transactions related to this Contract, for the purpose of making audit, examination, excerpts, and transcriptions.

11.13.2 CONTRACTOR agrees to include in all subcontracts under this Contract at any tier a clause substantially the same as subparagraph 11.1.1 above.

11.13.3 The periods of access and examination in subparagraphs 11.12.1 and 11.12.2 above for records relating to (1) appeals under the disputes clause of this Contract, (2) litigation or settlement of claims arising from the performance of this Contract, or (3) costs or expenses of this Contract to which CIHA, HUD, or the Comptroller General or any of their duly authorized representatives have taken exception shall continue until the disposition of such appeals, litigation, claims, or exceptions.

11.14 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).

11.15 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).

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

11.17 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.

- 11.18 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.
- 11.19 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.
- 11.20 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.
- 11.21 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.
- 11.22 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.
- 11.23 Limitation of Damages.** Except as expressly set forth herein, in any action or proceeding arising out of, relating to or concerning this Contract, including, without limitation, any claim of breach of contract, liability shall be limited to compensatory damages proximately caused by such breach and no party shall, under any circumstances, be liable to the other party for consequential, incidental, indirect or special damages, including but not limited to lost profits or income, even if such party has been apprised of the likelihood of such damages occurring.
- 11.24 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.
- 11.25 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.

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

IN WITNESS HEREOF, we the undersigned have executed this Contract:

CIHA

CONTRACTOR

By: _____

By: _____

Dale R. Schrock Jr.

Executive Director

Colville Indian Housing Authority

Date: _____

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.

"General Decision Number: WA20230083 01/06/2023

Superseded General Decision Number: WA20220083

State: Washington

Construction Type: Residential

Counties: Adams, Kittitas and Okanogan Counties in Washington.

Note: Contracts subject to the Davis-Bacon Act are generally required to pay at least the applicable minimum wage rate required under Executive Order 14026 or Executive Order 13658. Please note that these Executive Orders apply to covered contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but do not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(2)-(60).

If the contract is entered into on or after January 30, 2022, or the contract is renewed or extended (e.g., an option is exercised) on or after January 30, 2022:	<ul style="list-style-type: none">. Executive Order 14026 generally applies to the contract.. The contractor must pay all covered workers at least \$16.20 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in 2023.
If the contract was awarded on or between January 1, 2015 and January 29, 2022, and the contract is not renewed or extended on or after January 30, 2022:	<ul style="list-style-type: none">. Executive Order 13658 generally applies to the contract.. The contractor must pay all covered workers at least \$12.15 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on that contract in 2023.

The applicable Executive Order minimum wage rate will be adjusted annually. If this contract is covered by one of the Executive Orders and a classification considered necessary for performance of work on the contract does not appear on this wage determination, the contractor must still submit a conformance request.

Additional information on contractor requirements and worker protections under the Executive Orders is available at <http://www.dol.gov/whd/govcontracts>.

Modification Number Publication Date
0 01/06/2023

SHEE0066-040 06/01/2019

	Rates	Fringes
SHEET METAL WORKER (HVAC Duct Installation Only).....	\$ 56.09	28.02

SUWA2011-003 06/27/2014

	Rates	Fringes
CARPENTER.....	\$ 18.11	0.00
CEMENT MASON/CONCRETE FINISHER...	\$ 35.30	0.00
ELECTRICIAN.....	\$ 19.00	3.17
LABORER: Common or General.....	\$ 16.89	0.00
OPERATOR: Backhoe/Excavator/Trackhoe.....	\$ 34.28	0.00
PAINTER (Brush, Roller, and Spray).....	\$ 16.00 **	0.00
PLUMBER.....	\$ 26.72	3.30
ROOFER.....	\$ 26.11	0.00
TRUCK DRIVER: Dump Truck.....	\$ 20.87	5.22

WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

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** Workers in this classification may be entitled to a higher minimum wage under Executive Order 14026 (\$16.20) or 13658 (\$12.15). Please see the Note at the top of the wage determination for more information.

Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at <https://www.dol.gov/agencies/whd/government-contracts>.

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (ii)).

The body of each wage determination lists the classification and wage rates that have been found to be prevailing for the cited type(s) of construction in the area covered by the wage determination. The classifications are listed in alphabetical order of ""identifiers"" that indicate whether the particular rate is a union rate (current union negotiated rate for local), a survey rate (weighted average rate) or a union average rate (weighted union average rate).

Union Rate Identifiers

A four letter classification abbreviation identifier enclosed in dotted lines beginning with characters other than ""SU"" or ""UAVG"" denotes that the union classification and rate were prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2014. PLUM is an abbreviation identifier of the union which prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. 07/01/2014 is the effective date of the most current negotiated rate, which in this example is July 1, 2014.

Union prevailing wage rates are updated to reflect all rate changes in the collective bargaining agreement (CBA) governing this classification and rate.

Survey Rate Identifiers

Classifications listed under the ""SU"" identifier indicate that no one rate prevailed for this classification in the survey and the published rate is derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As this weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SULA2012-007 5/13/2014. SU indicates the rates are survey rates based on a weighted average calculation of rates and are not majority rates. LA indicates the State of Louisiana. 2012 is the year of survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. 5/13/2014 indicates the survey completion date for the classifications and rates under that identifier.

Survey wage rates are not updated and remain in effect until a new survey is conducted.

Union Average Rate Identifiers

Classification(s) listed under the UAVG identifier indicate that no single majority rate prevailed for those classifications; however, 100% of the data reported for the classifications was union data. EXAMPLE: UAVG-OH-0010 08/29/2014. UAVG indicates that the rate is a weighted union average rate. OH indicates the state. The next number, 0010 in the example, is an internal number used in producing the wage determination. 08/29/2014 indicates the survey completion date for the classifications and rates under that identifier.

A UAVG rate will be updated once a year, usually in January of

each year, to reflect a weighted average of the current negotiated/CBA rate of the union locals from which the rate is based.

WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

- * an existing published wage determination
- * a survey underlying a wage determination
- * a Wage and Hour Division letter setting forth a position on a wage determination matter
- * a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour National Office because National Office has responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

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END OF GENERAL DECISIO"