

CHEHALIS TRIBAL HOUSING AUTHORITY

LEGAL SERVICES

February 6, 2013

CHEHALIS TRIBAL HOUSING AUTHORITY
P.O. BOX 314
#10 PETOIE LANE
OAKVILLE, WA 98568-0314

CHEHALIS TRIBAL HOUSING AUTHORITY
LEGAL SERVICES

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CHEHALIS TRIBAL HOUSING AUTHORITY
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PROPOSAL DOCUMENTS

February 6, 2013

CHEHALIS TRIBAL HOUSING AUTHORITY
LEGAL SERVICES

Request for Proposals (February 6, 2013)

February 6, 2013

**CHEHALIS TRIBAL HOUSING AUTHORITY
LEGAL SERVICES**

REQUEST FOR PROPOSALS

Sealed proposals will be received by the Chehalis Tribal Housing Authority (CTHA), located at #10 Petoie Lane, Oakville, Washington, 98568, and whose mailing address is P.O. 314, Oakville, Washington 98568-0314, **until 4:00 p.m., Monday, March 4, 2013**, for legal services to represent the CTHA in legal matters related to the ongoing operations of the CTHA.

The work to be performed is subject to section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. §450e(b)), which requires that to the greatest extent feasible (1) preferences and opportunities for training and employment shall be given to Indians; and (2) preferences in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned economic enterprises.

Award will be made to the responsible proposer with the proposal most advantageous to the Chehalis Tribal Housing Authority, based on the following evaluation factors with the amounts of possible points out of 100 total points shown: cost proposal (10 points), ability to perform the work (35 points), capacity to perform the work on a timely basis (10 points), demonstrated knowledge re tribal law (35 points), and Indian preference (10 points).

All persons performing or responsible for the legal work to be performed under the agreement must be licensed to practice law in the State of Washington and be in good standing with the Washington State Bar Association and not subject to any sanction or disbarment.

Requests for copies of the complete Request for Proposals, including required forms, if not attached hereto, and all questions or inquiries relating to the Request for Proposals are to be directed to James Gutierrez via e-mail at edctha@comcast.net. **No phone calls will be accepted.** All questions will be due not later than noon **Friday, February 22, 2013.**

All interested parties shall provide an e-mail or fax number at which they can receive amendments or responses to questions.

The Chehalis Tribal Housing Authority reserves the right to cancel this request at any time, whether before or after the closing date for submittal of proposals.

CHEHALIS TRIBAL HOUSING AUTHORITY
LEGAL SERVICES

Instructions to Proposers/Non Construction
Native American Housing Programs
Form IP NC (03/01/09)

February 6, 2013

INSTRUCTIONS TO PROPOSERS NON CONSTRUCTION NATIVE AMERICAN HOUSING PROGRAMS

**THIS DOCUMENT HAS IMPORTANT LEGAL CONSEQUENCES. CONSULTATION WITH AN ATTORNEY
IS ENCOURAGED WITH RESPECT TO ITS USE, COMPLETION OR MODIFICATION.**

TDHE: CHEHALIS TRIBAL HOUSING AUTHORITY

PROJECT:

PROJECT NO:

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Instructions to Proposers
Non Construction
Native American Housing Programs

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1. Proposal Preparation and Submission

- (a) Proposers are expected to examine all Proposal Documents and all Contract Documents, and any and all other documents included with or referred to in the Request for Proposals. Failure to do so will be at the proposer's risk.
- (b) Each proposer shall furnish all information required by the Proposal Documents, and each proposer shall address each of the evaluation factors set forth in the Request for Proposals. Where forms have been included in the Proposal Documents, all such forms must be completed and all blank spaces must be completed in ink or be typewritten. All documents requiring a signature must be signed in ink and the proposer's name typed or printed on each such document, along with the name and position of the person signing the proposal. Erasures, interlineations, alterations or other changes must be initialed by the person signing the proposal. Proposals signed by an agent shall be accompanied by evidence of that agent's authority. Failure to provide any required information or failure to complete any form in full accordance with the instructions set forth in the Proposal Documents, may result in the rejection of the proposal. Any condition, limitation or provision in the terms of the proposal not specifically provided for in the Request for Proposals may result in the rejection of the proposal.
- (c) All proposals shall be submitted in sealed envelopes or packages (1) addressed to the office specified in the Request for Proposal and (2) marked clearly with the words "Proposal Documents," the name of the project, any project or other identifying number, the proposer's name and address, and the date and time specified for receipt of proposals.
- (d) Unless expressly authorized elsewhere in the Request for Proposals, proposals (or modifications or withdrawals thereof) submitted by telegraph, facsimile (fax) machines or e-mail will not be considered.

2. Explanations and Interpretations to Prospective Proposers

- (a) Any prospective proposer desiring an explanation or interpretation of the Request for Proposals must request it in writing from the TDHE (Tribally Designated Housing Entity) at least seven (7) days before the scheduled time for proposal opening. Requests may be transmitted by facsimile or e-mail; provided that the prospective proposers shall be solely responsible for receipt of such requests by the TDHE. The only oral requests which will be responded to are clarifications clearly relating only to Request for Proposals procedures, i.e., not substantive technical information. No other oral explanation or interpretation will be provided concerning technical information. Any information given a prospective proposer concerning the Request for Proposals will be furnished promptly to all other prospective proposers as a written amendment to the Request for Proposals, if that information is necessary in submitting proposals, or if the lack of it would be prejudicial to other prospective proposers.
- (b) Any information obtained by, or provided to, a proposer other than by formal amendment to the Request for Proposals shall not constitute a change to the Request for Proposals.

3. Amendments to Request for Proposals

- (a) If this Request for Proposals is amended, then all terms and conditions which are not modified remain unchanged.
- (b) Proposers shall acknowledge receipt of any amendment to this Request for Proposals by identifying the amendment number and date in the proposal. Proposals which fail to acknowledge the proposer's receipt of any amendment may result in the rejection of the proposal if the amendment(s) contained information which substantively changed the TDHE's requirements.
- (c) Amendments will be on file in the offices of the TDHE at least seven (7) days before proposal opening.

4. Responsibility of Prospective Contractor

- (a) The TDHE will award contracts only to responsible prospective contractors who have the ability to perform successfully under the terms and conditions of the proposed contract. To be determined responsible a proposer must:
 - (1) Have adequate financial resources to perform the contract;
 - (2) Have adequate insurance to protect the TDHE in the effect of an allegation of negligence by the proposer under the contract;
 - (3) Have a satisfactory performance record;
 - (4) Have a satisfactory record of integrity and business ethics;
 - (5) Have a satisfactory record of compliance with public policy *for example, Equal Employment Opportunity);

- (6) Be licensed in the discipline to be practiced under the contract, and have never been sanctioned or disbarred in any jurisdiction, and have only employees or agents who are to perform services under the contract who are licensed in the discipline to be practiced and who have never been sanctioned or disbarred in any jurisdiction; and
- (6) Not have been suspended, debarred or otherwise determined to be ineligible for award of contracts by the U.S. Dept. of Housing and Urban Development or any other agency of the U.S. Government, and not have any employees or agents who are to perform services under the contract who have been suspended, debarred or otherwise determined to be ineligible..

- (b) Before a proposal is considered for award, the proposer may be requested by the TDHE to submit a statement or other documentation or information regarding any of the items in paragraph (a) above. Failure by the proposer to provide such additional information shall render the proposer nonresponsive and ineligible for award.

5. Late Submissions, Modifications, and Withdrawal of Proposals

- (a) Any proposal received at the place designated in the Request for Proposals after the exact time specified for receipt will not be considered.
- (b) Any modification or withdrawal of a proposal must be received by the exact date and time specified for receipt of proposals.

6. Receipt of Proposals

The identity of all proposers submitting a proposal by the date and time specified for receipt of proposals will be publicly announced at the time and place for submittal as specified in the Request for Proposals. Proposers and other interested persons may be present. No specific information concerning the substance of proposals received, including the specifics of any cost proposal, will be disclosed at that time or at any time up until contract award.

7. Negotiations

- (a) The TDHE may award a contract on the basis of initial proposals received, without negotiations. Therefore, each initial proposal received should contain the proposer's best terms.
- (b) In the event that the TDHE does not award a contract on the basis of initial proposals received, the TDHE will conduct negotiations with all responsible, responsive proposers in the competitive range. The Contracting Officer shall treat each proposer equally and shall discuss all issues that arise an evaluation fo each proposal, so that each proposer has a complete understanding of the TDHE's position with regard to its proposal.
- (c) The Contracting Officer shall not disclose information received from any proposer to any other proposer during the course of negotiations.

- (d) After negotiations are completed, the Contracting Officer shall establish a common date and time for submission of best and final proposals by proposers. Best and final proposals shall be submitted only once; unless the Contracting Officer determines that it is in the best of interest of the TDHE to conduct additional negotiations or change the TDHE's requirements and request another submission of best and final proposals. Otherwise, no discussion of or changes in the best and final proposals shall be allowed before award. The immediate previous proposal of proposers who do not submit a best and final proposal shall be construed as their best and final proposal.

- (e) Negotiations conducted after receipt of a proposal shall not constitute a rejection or counteroffer by the TDHE.

8. Contract Award

- (a) The TDHE intends to award a contract to the responsible proposer whose best and final proposal, or in the instance where there have been no negotiations, whose initial proposal, will be most advantageous to the TDHE considering cost and the other evaluation factors set forth in the Request for Proposal.
- (b) Unless precluded elsewhere in the Request for Proposals, the TDHE may accept any item or combination of items proposed.
- (c) The TDHE may--
 - (1) reject any or all proposals if such action is in the TDHE's interest,
 - (2) accept other than the lowest proposer,
 - (2) waive informalities and minor irregularities in proposals received; provided, that the TDHE shall not be require to waive any informality or irregularity,
 - (3) award more than one contract for all or part of the requirements stated
- (d) A written award shall be furnished to the successful proposer within the period for acceptance specified in the proposal and shall result in a binding contract without further action by either party.
- (e) Notwithstanding subparagraph (e), within five (5) calendar days of written notification to the successful proposer of award of the contract, the success proposer shall execute the written contract in duplicate and forward the same to the TDHE.

9. Insurance

Proposers shall submit with their proposals evidence of any required insurance.

10. Principals and Professional Level Employees

Proposers shall submit with their proposals a list of all principals and professional level employees whom the proposer proposes to have employed on any contract entered into with the TDHE, along with a resume for each such person.

11. Service of Protest

- (a) Definitions. As used in this provision:

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

“Protest” means a written objection by an interested party to this Request for Proposals or to a proposed or actual award of a contract pursuant to this Request for Proposals.

- (b) Protests shall be served on the Contracting Officer by obtaining written and dated acknowledgment from —[Contracting Officer designate the official or location where a protest may be served on the Contracting Officer]

James Guiterriez, Executive Director
Chehalis Tribal Housing Authority
PO Box 314
#10 Petoie Lane
Oakville, WA 98568-0314

- (c) All protests shall be resolved in accordance with the Disputes Clause under the Contract Documents.

12. Indian Preference Requirements

- (a) The U.S. Dept. of Housing and Urban Development has determined that the contract to be awarded under the Request for Proposals is subject to the requirements of section 7(b) of the Indian Self Determination and Education Assistance Act (25 U.S.C. 450e(b)). Section 7(b) requires that any contract or subcontract entered into for the benefit of Indians shall require that, to the greatest extent feasible -

- (1) Preferences and opportunities for training and employment (other than core crew positions; see paragraph (h) below) in connection with the administration of such contracts or subcontracts be given to qualified “Indians.” The Act defines “Indians” to mean persons who are members of an Indian tribe and defines “Indian tribe” to mean any Indian tribe, band, nation, or other organized group or community, including any Alaska Native village or regional or village corporation as defined in or established pursuant to the Alaska Native Claims Settlement Act, which is recognized as eligible for the special programs and services provided by the United States to Indians because of their status as Indians; and,
- (2) Preference in the award of contracts or subcontracts in connection with the administration of contracts be given to Indian organizations and to Indian owned economic enterprises, as defined in section 3 of the Indian Financing Act of 1974 (25 U.S.C.1452). That Act defines “economic enterprise” to mean any Indian owned commercial, industrial, or business activity established or organized for the purpose of profit, except that the Indian ownership must constitute not less than 51 percent of the enterprise; “Indian organization” to mean the governing body of any

Indian tribe or entity established or recognized by such governing body; “Indian” to mean 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; and Indian “tribe” to mean 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.

- (b) (1) The successful proposer under this Request for Proposals shall comply with the requirements of this provision in awarding all subcontracts under the contract and in providing training and employment opportunities.
- (2) A finding by the TDHE that the proposer, either (i) awarded a subcontract without using the procedure required by the TDHE, (ii) falsely represented that subcontracts would be awarded to Indian enterprises or organizations; or, (iii) failed to comply with the proposer's employment and training preference proposal statement shall be grounds for termination of the contract or for the assessment of penalties or other remedies.
- (c) The manner in which Indian Preference is to be accorded in the award of the contract is set forth in the Request for Proposals.
- (d) Proposers seeking to qualify for preference in contracting or subcontracting shall submit proof of Indian ownership with their proposals. Proof of Indian ownership shall include but not be limited to:
- (1) Certification by a tribe or other evidence that the proposer is an Indian. The TDHE shall accept the certification of a tribe that an individual is a member.
- (2) Evidence such as stock ownership, structure, management, control, financing and salary or profit sharing arrangements of the enterprise.
- (e) (1) All proposers must submit with their proposals a statement describing how they will provide Indian preference in the award of subcontracts. The specific requirements of that statement and the factors to be used by the TDHE in determining the statement's adequacy are included as an attachment to this Request for Proposals. Any proposal that fails to include the required statement shall be rejected as nonresponsive. The TDHE may require that comparable statements be provided by subcontractors to the successful Proposer, and may require the proposer to reject any proposal or proposal by a subcontractor that fails to include the statement.

- (2) Proposers and prospective subcontractors shall submit a certification (supported by credible evidence) to the TDHE in any instance where the proposer or subcontractor believes it is infeasible to provide Indian preference in subcontracting. The acceptance or rejection by the TDHE of the certification shall be final. Rejection shall disqualify the proposal from further consideration.
- (f) All proposers must submit with their proposals a statement detailing their employment and training opportunities and their plans to provide preference to Indians in implementing the contract; and the number or percentage of Indians anticipated to be employed and trained. Comparable statements from all proposed subcontractors must be submitted. The criteria to be used by the TDHE in determining the statement(s)'s adequacy are included as an attachment to this Request for Proposals. Any proposal that fails to include the required statement(s), or that includes a statement that does not meet minimum standards required by the TDHE shall be rejected as nonresponsive.
- (h) Preference in contracting, subcontracting, employment, and training shall apply not only onsite, on the reservation, or within the TDHE's jurisdiction, but also to contracts with firms that operate outside these areas.
- (i) Proposers should contact the TDHE to determine if any additional local preference requirements are applicable to this Request for Proposals.
- (j) The TDHE [] does ☒ does not [Contracting Officer check applicable box] maintain lists of Indian owned economic enterprises and Indian organizations, which are available to proposers to assist them in meeting their responsibility to provide preference in connection with the administration of contracts and subcontracts.

CHEHALIS TRIBAL HOUSING AUTHORITY
LEGAL SERVICES

Supplemental Provisions to Instructions to Proposers
(February 6, 2013)

February 6, 2013

CHEHALIS TRIBAL HOUSING AUTHORITY
LEGAL SERVICES

Supplemental Provisions re:

Instructions to Proposers/Non Construction/Native American
Housing Programs, Form IPC NC (03/01/09)

1. Add the following paragraph (e) to **Clause 1. Proposal Preparation and Submission:**

The Chehalis Tribal Housing Authority is exempt from all taxes and assessments of any city, any county, the State of Washington or any political subdivision thereof. No such taxes shall be included in any cost proposal submitted.

2. Add the following to the end of **Clause 9. Insurance:**

Each proposer shall furnish proof of malpractice insurance sufficient to protect the interests of the TDHE under any contract to be entered into with the proposer.

3. In lieu of the requirements set forth in paragraph 12(d) of **Clause 12. Indian Preference Requirements**, proposers seeking to prove Indian ownership shall follow the requirements set forth in the Indian Preference Certification (October 2005).

CHEHALIS TRIBAL HOUSING AUTHORITY
LEGAL SERVICES

Evaluation Factors (February 6, 2013)

February 6, 2013

CHEHALIS TRIBAL HOUSING AUTHORITY
LEGAL SERVICES

EVALUATION FACTORS

NAME OF PROPOSER: _____

1. Cost

Total points this section (10 possible) _____

2. Ability to perform the work

- a. Key personnel, qualifications and experience
- b. Past performance

Total points this section (35 possible) _____

3. Capacity to perform the work on a timely basis

Total points this section (10 possible) _____

4. Demonstrated knowledge re tribal law

- a. Tribal law and Indian tribes
- b. Confederated Tribes of the Chehalis Reservation and
Chehalis Tribal Housing Authority

Total points this section (35 possible) _____

5. Indian Preference

- a. Ownership
- b. Statement regarding hiring & training

Total points this section (10 possible) _____

Total points this evaluation (100 possible) _____

NOTES:

CHEHALIS TRIBAL HOUSING AUTHORITY
LEGAL SERVICES

Cost Proposal (February 6, 2013)

February 6, 2013

CHEHALIS TRIBAL HOUSING AUTHORITY
LEGAL SERVICES
COST PROPOSAL

Cost proposal of _____ (hereinafter called
"Proposer"), organized and existing under the laws of the State of _____,
doing business as _____.

To the CHEHALIS TRIBAL HOUSING AUTHORITY (hereinafter called the CTHA):

In compliance with your Request for Proposal, Proposer hereby proposes to perform the
legal services set forth in the Proposal Documents and the Contract Documents at the
following hourly rates (please type or print):

Name	Position	Hourly Rate	Estimated Percentage of Work To be Performed
_____	_____	\$ _____	_____ %
_____	_____	\$ _____	_____ %
_____	_____	\$ _____	_____ %
_____	_____	\$ _____	_____ %
_____	_____	\$ _____	_____ %
_____	_____	\$ _____	_____ %
_____	_____	\$ _____	_____ %
_____	_____	\$ _____	_____ %
_____	_____	\$ _____	_____ %

(Attach additional sheets, if necessary.)

Proposer also proposes that all travel time required in performing the legal services be compensated at _____ per cent (_____%) of the hourly rates specified above.

DATE: _____

PROPOSER

BY _____

(SEAL)

Name _____
(Print or Type)

Address _____

Phone _____

Fax _____

Email _____

Employer Identification Number:

CHEHALIS TRIBAL HOUSING AUTHORITY
LEGAL SERVICES

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

February 6, 2013

Certifications and Representations of Offerors

Non-Construction Contract

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

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

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

1. Contingent Fee Representation and Agreement

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

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

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

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

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

The bidder/offeror represents and certifies as part of its bid/offer that it:

- (a) ☐ is, ☐ is not a small business concern. "Small business concern," as used in this provision, means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding, and qualified as a small business under the criteria and size standards in 13 CFR 121.
- (b) ☐ is, ☐ is not a women-owned small business concern. "Women-owned," as used in this provision, means a small business that is at least 51 percent owned by a woman or women who are U.S. citizens and who also control and operate the business.
- (c) ☐ is, ☐ is not a minority enterprise which, pursuant to Executive Order 11625, is defined as a business which is at least 51 percent owned by one or more minority group members or, in the case of a publicly owned business, at least 51 percent of its voting stock is owned by one or more minority group members, and whose management and daily operations are controlled by one or more such individuals.

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

(Check the block applicable to you)

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

3. Certificate of Independent Price Determination

(a) The bidder/offeror certifies that—

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

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

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

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

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

4. Organizational Conflicts of Interest Certification

- (a) The Contractor warrants that to the best of its knowledge and belief and except as otherwise disclosed, it does not have any organizational conflict of interest which is defined as a situation in which the nature of work under a proposed contract and a prospective contractor's organizational, financial, contractual or other interest are such that:
- (i) Award of the contract may result in an unfair competitive advantage;
 - (ii) The Contractor's objectivity in performing the contract work may be impaired; or
 - (iii) That the Contractor has disclosed all relevant information and requested the HA to make a determination with respect to this Contract.
- (b) The Contractor agrees that if after award he or she discovers an organizational conflict of interest with respect to this contract, he or she shall make an immediate and full disclosure in writing to the HA which shall include a description of the action which the Contractor has taken or intends to eliminate or neutralize the conflict. The HA may, however, terminate the Contract for the convenience of HA if it would be in the best interest of HA.
- (c) In the event the Contractor was aware of an organizational conflict of interest before the award of this Contract and intentionally did not disclose the conflict to the HA, the HA may terminate the Contract for default.
- (d) The Contractor shall require a disclosure or representation from subcontractors and consultants who may be in a position to influence the advice or assistance rendered to the HA and shall include any necessary provisions to eliminate or neutralize conflicts of interest in consultant agreements or subcontracts involving performance or work under this Contract.

5. Authorized Negotiators (RFPs only)

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

6. Conflict of Interest

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

7. Offeror's Signature

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

Signature & Date:

Typed or Printed Name:

Title:

CHEHALIS TRIBAL HOUSING AUTHORITY
LEGAL SERVICES

Supplemental Provisions to
Certifications and Representations of Offerors
(February 6, 2013)

February 6, 2013

CHEHALIS TRIBAL HOUSING AUTHORITY
LEGAL SERVICES

Supplemental Provisions re:

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

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

CHEHALIS TRIBAL HOUSING AUTHORITY
LEGAL SERVICES

Indian Preference Certification (October 2005)

February 6, 2013

CHEHALIS TRIBAL HOUSING AUTHORITY

INDIAN PREFERENCE CERTIFICATION

To receive certification as a firm eligible for Indian preference, an applicant must satisfy all of the criteria set out herein. The CTHA (CHEHALIS TRIBAL HOUSING AUTHORITY) is available to assist bidders and offerors in this process.

ELIGIBILITY: An applicant seeking to qualify for Indian preference in contracting shall submit proof of Indian ownership to the Chehalis Tribal Housing Authority. Proof of Indian ownership shall include, but shall not be limited to, the following items.

1. Proof of Ownership

- a. Certification by a tribe or other evidence that the applicant is an Indian or is owned by an Indian or is an Indian organization and therefore eligible to receive preference. The Chehalis Tribal Housing Authority will accept the certification of a tribe that an individual is a member.

b. Formal Ownership

Proof that an Indian or Indians own(s) 51% or more of the partnership, corporation, or other arrangement for which the application is being submitted. Evidence of such ownership must be embodied in the firm's basic documents, such as its stock ownership or partnership agreement. Formal ownership shall include:

- i. Financial Ownership; i.e., the Indian(s) own(s) 51% or more of the assets, is (are) entitled to receive and will receive 51% or more of the profits, and upon dissolution, will receive 51% of more of the assets.
- ii. Control; i.e., the 51 % or more ownership of the Indian(s) provides him/her/them with a majority of voting rights or other decisional authority and that all decisions of the firm are to be made by a

majority vote except where otherwise required by law.

c. Value

The Indian owner(s) provided real value for his/her/their 51% or more ownership by providing capital, equipment, real property, or similar assets commensurate with the value of his or her ownership share. It will not be considered "real value" if the Indian(s) purchase(s) his/her/their ownership share, directly or indirectly, through a promissory note, the ultimate creditor of which is the non-Indian owner of the firm or an immediate relation thereof, or any similar arrangement, unless a convincing argument can be made showing that the Indian owner(s) brought such special skills, marketing connections, or similar benefits to the firm that there is good reason to believe the arrangement would have been entered into even if there were not an Indian preference program in existence. Where the Indian participant can demonstrate that he/she/they could not pay good value for his/her/their 51% or more Indian ownership because the normal capital sources were closed to him/her/them because he/she/they is (are) an Indian, such person(s) may satisfy this requirement by demonstrating further that he/she/they extended his/her/their capital raising capability as far as possible, such that the Indian participant(s) clearly is (are) at risk in the business in relationship to his/her/their means.

d. Profit

The Indian owner(s) will receive 51% or more of all profits. If there is any provision that gives the non-Indian owner a greater share of the profits, in whatever form and under whatever name, such as through management fees, equipment rental fees, or bonuses tied to profits, certification will be denied. Salary scales will be reviewed to ensure the relative salaries being paid Indian and non-Indian owners are consistent with the skills of the parties and are not being used to circumvent the requirement that Indian owners receive 51% or more of the profits.

2. Management Control

The firm must be under significant Indian management and control. The firm must be able to demonstrate that:

a. Unitary Firm (Non-Joint Ventures)

One or more of the Indian owners must be substantially involved, as a senior level official, in the day-to-day management of the firm as his or her primary-employment activity. The Indian owner does not have to be the "Chief Executive Officer"; however, he or she must, through prior experience or training, have substantial occupational ties to the area of business in which the firm is engaged such that he or she is qualified to serve in the senior level position and is sufficiently knowledgeable about the firm's activities to be accountable to the CTHA for the firm's activities.

b. Joint Ventures

Indian/non-Indian joint venture will be certified only if it is demonstrated that one or more of the Indian owners has the capability to manage the project, and will in fact be the highest level manager of the project, and that the non-Indian firm has been brought into the venture solely because the Indian firm lacks the size, bonding capacity or certain specialized experience to do the project on its own.

3. Integrity of Structure

There must be good reason to believe that the firm was not established solely or primarily to take advantage of the Indian preference program. In evaluating an applicant under this criterion, the Chehalis Tribal Housing Authority will consider the factors set out below. The Chehalis Tribal Housing Authority shall exercise broad discretion in applying these criteria in order to preserve the integrity of the Indian preference program; questionable cases shall be denied certification.

a. History of the Firm

Whether the history of the firm provides reason to believe it was established primarily to take advantage of the Indian preference program, and in particular whether the firm, a portion of the firm or key

personnel in the firm originally were associated with a non-Indian-owned business that gained little of business value in terms of capital, expertise, equipment, etc., by adding ownership or by merging with an Indian firm.

b. Employees

Whether key non-Indian employees of the applicant are former employees of a non-Indian firm with which the Indian firm is or has been affiliated, through a joint venture or other arrangement, such that there is reason to believe the non-Indian firm is controlling the applicant.

Whether Indians are employed in all or most of the positions for which qualified Indians are available. A high percentage of non-Indian employees in such positions will provide reason to believe the firm was established primarily to benefit non-Indians.

c. Relative Experience and Resources

Whether the experience, expertise, resources, etc., of the non-Indian partner(s) is so much greater than that of the Indian(s) that there is little sound business reason for the non-Indian to accept a junior role in the firm or venture other than to be able to take advantage of the Indian preference program.

4. Other Information

The Chehalis Tribal Housing Authority retains the right to request such additional information from the applicant as it deems necessary for making final determination of the firms Indian preference qualifications.

5. Benefit of CTHA

The Indian preference provisions of this certification are solely for the benefit of the CTHA and not the benefit of any third party, including but not limited any bidder or offeror not seeking to be established as an Indian-owned enterprise or an Indian organization.

CHEHALIS TRIBAL HOUSING AUTHORITY
LEGAL SERVICES

CONTRACT DOCUMENTS

February 6, 2013

CHEHALIS TRIBAL HOUSING AUTHORITY
LEGAL SERVICES

Agreement for Legal Services
(December 18, 2012)

February 6, 2013

This form of Agreement for Legal Services substantially sets forth the terms to be included in the final form of contract to be entered into. The final form of contract may vary based on TDHE modifications, on cost proposals, on other submittals received and the like.

AGREEMENT FOR LEGAL SERVICES

Chehalis Tribal Housing Authority

This Agreement is made and entered into effective _____, 20____,
between the **CHEHALIS TRIBAL HOUSING AUTHORITY**, the Tribally Designated
Housing Entity for the Confederated Tribes of the Chehalis Reservation, located at
#10 Petoie Lane, Oakville, Washington 98568, and whose mailing address is
P.O. Box 314, Oakville, Washington 98568-0314, and _____
located _____.

1. Definitions.

As used in this Agreement for Legal Services, the following terms shall have the following definitions.

- (a) Attorney. "Attorney" means the person or entity entering into this Agreement to perform the legal services and other work required under the Contract.
- (b) CTHA. "CTHA" means the Chehalis Tribal Housing Authority.
- (c) Executive Director. "Executive Director" means the Executive Director of the CTHA or the other individual who has been delegated the authority to administer this Agreement. The Executive Director shall be deemed the authorized agent of the CTHA in all dealings with the Attorney.
- (d) Day. "Day" means calendar day, unless otherwise stated.
- (e) HUD. "HUD" means the United States of America acting through the Department of Housing and Urban Development, including the Secretary of such department, or any other person designated to act on behalf of such department.
- (f) NAHASDA. "NAHASDA" means the Native American Housing Assistance and Self-Determination Act of 1996, as codified at 25 U.S.C. §4101, et seq., as amended, and the applicable regulations promulgated pursuant thereto.

SERVICES

2. Attorney's Services

The Attorney shall perform legal services on an as-needed basis and as requested by the CTHA.

3. Period of Agreement

This Agreement will commence effective _____, 20____, and shall continue through _____, 20____.

4. Travel Time

- (a) The Attorney shall not charge or be paid for any time spent traveling between the Attorney's place of business (or other starting or ending point not relating to this Agreement) and the office of the CTHA, unless agreed to in writing signed by the Executive Director.
- (b) All other travel time required in performing the legal services under this Agreement shall be compensated in accordance with the hourly rates specified under this Agreement.

COMPENSATION AND PAYMENT

5. Legal Services

The CTHA will pay the Attorney compensation for legal services performed under this Agreement at the rate of \$_____ per hour for attorney time and \$_____ per hour for paralegal or legal assistant time.

6. Reimbursable Expenses

The CTHA will also pay the Attorney for the reimbursable expenses listed below. Reimbursable expenses are in addition to compensation for legal services and are for certain actual expenses incurred by the Attorney in connection with the legal services to be performed under this Agreement.

- (a) Travel Costs. The reasonable expense of travel costs incurred and as required in performing the legal services under this Agreement.

- (b) Long Distance Telephone Costs and Fax Charges. Long distance telephone calls and fax charges.
- (c) Delivery Costs. Messenger service, courier services and overnight delivery costs.
- (d) Reproduction and Postage Costs. Reproduction costs, including copies at 15 cents per page, and postage costs.
- (e) Litigation Expenses. Litigation expenses including, but not limited to filing fees, service fees, and deposition and expert witness expenses.
- (f) Other Costs. As agreed to in writing signed by the Executive Director.

7. Not to Exceed Amount

The total costs to be paid under this Agreement for authorized services and reimbursable expenses shall not exceed the amount set forth in 24 CFR §85.36(d)(1); i.e., \$100,000.

8. Invoicing and Payments

- (a) All payments shall require a written invoice from the Attorney itemizing the legal services performed to date under this Agreement and itemizing the reimbursable expenses incurred. Invoices shall be submitted no more frequently than on a semi-monthly basis.
- (b) Upon the submittal of an invoice by the Attorney, the Executive Director shall review the invoice and if the amount charged in the invoice appears to be due and owing, payment shall be made within thirty (30) days of the receipt of the invoice by the Executive Director.

CONTRACT ADMINISTRATION

9. Prohibition of Assignment

The Attorney shall not assign, subcontract, or transfer any services, obligations, or interest in this Agreement without the prior written approval of the Executive Director.

10. Substitutions of Personnel

The principals and professional level employees identified in any proposal submitted in response to a Request for Proposals or in any other proposal for the work to be performed under this Agreement are considered to be essential to the work to be performed under this Agreement. The Attorney shall not substitute or replace such principals or professional level employees without the prior written approval of the Executive Director, which approval shall not be unreasonably withheld.

11. Disputes

- (a) In the event of a dispute arising under this Agreement, the Attorney shall notify the Executive Director promptly in writing and submit a claim in a timely manner. The Executive Director shall respond to the claim in writing in a timely manner. The Attorney shall proceed with the work hereunder in compliance with the instructions of the Executive Director, but such compliance shall not be a waiver of the Attorney's rights to make such a claim.
- (b) Any dispute not resolved by this procedure may be determined by the Board of Commissioners of the CTHA and the decision of the Board of Commissioners shall be final and binding.
- (c) Nothing in this Agreement, or any action taken by the CTHA or any of its officers, agents or employees in connection with this Agreement shall be deemed to be a waiver of the sovereign immunity of the CTHA unless such waiver is explicit and in writing, and fully complies with all tribal and federal requirements for the waiver of such immunity.
- (d) The Tribal Court of the Confederated Tribes of the Chehalis Reservation shall have exclusive jurisdiction over any suit that may be filed relating to this Agreement, including any suit relating to the sovereign immunity of the CTHA.

12. Termination

- (a) The Executive Director may terminate this Agreement for the convenience of the CTHA or for failure of the Attorney to fulfill the obligations of the Attorney under this Agreement. In order to terminate this Agreement, the Executive Director shall deliver a Notice of Termination to the Attorney specifying the reason(s) for termination and the effective date of termination. The Attorney shall discontinue all services effective the date of termination. Within thirty (30) days of the date of termination, the Attorney shall deliver to the CTHA all information, reports, papers, and other materials accumulated or generated in performing the work under this Agreement which have not been previously forwarded to the CTHA; provided, that the Attorney may retain duplicate copies of such materials for the Attorney's own use. If the termination is for the convenience of the CTHA, the CTHA shall be liable for the costs of transferring file materials to the CTHA; otherwise, the Attorney shall be liable for such costs.
- (b) The Attorney may terminate this Agreement immediately for non-payment, and for any other reason, upon thirty (30) days written notice to the CTHA. If the Attorney terminates this Agreement, the Attorney shall deliver a Notice of Attorney's Intent to Withdraw specifying the date of withdrawal by the Attorney. Within thirty (30) days of the date of termination, the Attorney shall deliver to the CTHA all information, reports, papers, and other materials accumulated or generated in performing the work under this Agreement which have not been previously forwarded to the CTHA; provided, that the Attorney may retain duplicate copies of such materials for the Attorney's own use. If the termination is for non-payment, the CTHA shall be liable for the costs of transferring file materials to the CTHA; otherwise, the Attorney shall be liable for such costs.

13. Insurance.

- (a) The Attorney shall carry the following insurance:
 - (1) Commercial or Comprehensive General Liability Insurance for bodily injury and property damage.
 - (2) Automobile Liability on owned and non-owned motor vehicles for bodily injury and property damage.
 - (3) Professional Liability Insurance which shall be carried for a period of three years after the date of completion of the legal services required to be performed under this Agreement.

- (b) The insurance required to be carried by the Attorney shall have policy limits in the following minimum amounts:

<u>Type of Coverage</u>	<u>Single Limit/Aggregate</u>
Commercial/Comprehensive General Liability	\$ _____ / \$ _____
Automobile	\$ _____ / \$ _____
Professional Liability	\$ _____ / \$ _____

14. Retention of Rights

Neither the Executive Director's review, approval or acceptance of, nor payment for, the services required under this Agreement shall be construed to operate as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement, and the Attorney shall be and remain liable to the CTHA in accordance with the applicable law for all damages to the CTHA caused by the Attorney's negligent performance of any of the services to be performed under this Agreement.

OTHER REQUIREMENTS

15. Applicable Law

- (a) The Attorney shall obey and comply with all applicable tribal, federal and other laws, ordinances, codes, rules and regulations.
- (b) The Attorney shall secure and pay for any licenses or other fees required to be paid to the tribal government of the Confederated Tribes of the Chehalis Reservation any tribal taxes required to be paid on account of doing business within the jurisdiction of the tribal government of the Confederated Tribes of the Chehalis Reservation.

16. Indian Preference

- (a) The work to be performed under this Agreement is subject to section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450e(b)). Section 7(b) requires that to the greatest extent feasible:

- (1) Preferences and opportunities for training and employment shall be given to Indians; and
- (2) Preferences in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned economic enterprises.
- (b) The parties to this Agreement shall comply with the provisions of Section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450e(b)).
- (c) In connection with this Agreement, the Attorney shall, to the greatest extent feasible, give preference in the award of any subcontracts to Indian organizations and Indian-owned economic enterprises, and preferences and opportunities for training and employment to Indians.
- (d) Upon a finding by the CTHA that the Attorney is not in compliance with section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. §450e(b)), the Attorney shall, at the direction of the Executive Director, take appropriate remedial action.
- (e) The Attorney shall include this section 7(b) clause in every subcontract in connection with this Agreement, and shall at the direction of the Executive Director take appropriate action pursuant to the subcontract upon a finding by the CTHA that the subcontractor has violated section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450e(b)).
- (f) Upon a finding by the CTHA that a subcontractor is not in compliance with section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. §450e(b)), the Attorney shall direct the subcontractor to take appropriate remedial action.

17. Contract Adjustments

Notwithstanding any other term or condition of this Agreement, any settlement or equitable adjustment under this Agreement shall be negotiated based on cost principals stated at 48 CFR Subpart 31.2 and shall conform to the cost and pricing provisions of 24 CFR 85.36(f).

18. Retention and Inspection of Records

Pursuant to 24 CFR 85.36(i)(10) and (11), access shall be given by the Attorney to the CTHA, HUD, the Comptroller General of the United States, or any of their duly authorized representatives, to any books, documents, papers, and records of the Attorney which are directly pertinent to this Agreement for the purpose of making an audit, examination, excerpts, and transcriptions. All required records shall be retained for three years after the CTHA makes final payments and all pending matters concerning this Agreement are closed. Provided, that nothing in this paragraph shall be deemed to be a waiver of the attorney-client privilege existing between the Attorney and the CTHA.

19. Copyrights and Rights in Data

Pursuant to 24 CFR 85.34, the Federal awarding agency reserves a royalty-free, nonexclusive, and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use, for Federal Government purposes:

- (1) The copyright in any work developed under a grant, subgrant, or contract under a grant or subgrant; and
- (2) Any rights of copyright to which a grantee, subgrantee or a contractor purchases ownership with grant support.

20. Equal Opportunity for Businesses and Lower-Income Persons (HUD Act of 1968, Section 3)

During the performance of this Agreement and where HUD Act of 1968, Section 3 applies, the Attorney agrees as follows to the maximum extent consistent with, but not in derogation of, compliance with section 7(b) of the Indian Self-Determination and Education Assistance Act and the **Indian Preference** clause of this Agreement:

- (a) The work to be performed under this Agreement is on a project assisted under a program providing direct Federal financial assistance from the Department of Housing and Urban Development and is subject to the requirements of section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u. Section 3 requires that to the greatest extent feasible opportunities for training and employment be given lower income residents of the project area and contracts for work in connection with the project be awarded to business concerns which are located in, or owned in substantial part by persons residing in the area of the project.

- (b) The parties to this Agreement will comply with the provisions of said section 3 and the regulations issued pursuant thereto by the Secretary of Housing and Urban Development set forth in 24 CFR part 135, and all applicable rules and orders of the Department issued thereunder prior to the execution of this Agreement. The parties to this Agreement certify and agree that they are under no contractual or other disability which would prevent them from complying with these requirements.
- (c) The Attorney will send to each labor organization or representative of workers with which he/she has a collective bargaining agreement or other contract or understanding, if any, a notice advising the said labor organization or workers' representative of his/her commitments under this section 3 clause and shall post copies of the notice in conspicuous places available to employees and applicants for employment or training.
- (d) The Attorney will include this section 3 clause in every subcontract for work in connection with the project and will, at the direction of the applicant for or recipient of Federal financial assistance, take appropriate action pursuant to the subcontract upon a finding that the subcontractor is in violation of regulations issued by the Secretary of Housing and Urban Development, 24 CFR part 135. The Attorney will not subcontract with any subcontractor where it has notice or knowledge that the latter has been found in violation of regulations under 24 CFR part 135 and will not let any subcontract unless the subcontractor has first provided it with a preliminary statement of ability to comply with the requirements of these regulations.
- (e) Compliance with the provisions of section 3, the regulations set forth in 24 CFR part 135, and all applicable rules and orders of the Department issued thereunder prior to the execution of this Agreement, shall be a condition of the Federal financial assistance provided to the project, binding upon the applicant or recipient for such assistance, its successors, and assigns. Failure to fulfill these requirements shall subject the applicant or recipient, its contractors and subcontractors, its successors, and assigns to those sanctions specified by the grant or loan agreement or contract through which Federal financial assistance is provided, and to such sanctions as are specified by 24 CFR part 135.

21. Equal Employment Opportunity

During the performance of this Agreement, as applicable, the Attorney agrees as follows to the maximum extent consistent with, but not in derogation of, compliance with section 7(b) of the Indian Self-Determination and Education Assistance Act and the **Indian Preference** clause of this Agreement:

- (a) The Attorney shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, or handicap.

- (b) The Attorney shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, color, sex, national origin, or handicap. Such action shall include, but not be limited to: (1) employment, (2) upgrading, (3) demotion, (4) transfer, (5) recruitment or recruitment advertising, (6) layoff or termination, (7) rates of pay or other forms of compensation, and (8) selection for training, including apprenticeship.
- (c) The Attorney shall post in conspicuous places available to employees and applicants for employment the notices to be provided by the Executive Director that explain this clause.
- (d) The Attorney shall, in all solicitations or advertisements for employees placed by or on behalf of the Attorney, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, national origin, or handicap.
- (e) The Attorney shall send, to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, the notice to be provided by the Executive Director advising the labor union or worker's representative of the Attorney's commitments under this clause, and post copies of the notice in conspicuous places available to employees and applicants for employment.
- (f) The Attorney shall comply with Executive Order 11246, as amended, and the rules, regulations, and orders of the Secretary of the United States Department of Labor.
- (g) The Attorney shall furnish all information and reports required by Executive Order 11246, as amended, Section 503 of the Rehabilitation Act of 1973, as amended, and by rules, regulations, and orders of the Secretary of the United States Department of Labor, or pursuant thereto. The Attorney shall permit access to its books, records, and accounts by the Secretary of the United States Department of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- (h) In the event of a determination that the Attorney is not in compliance with this clause or any rule, regulation, or order of the Secretary of the United States Department of Labor, this Agreement may be canceled, terminated, or suspended in whole or in part, and the Attorney may be declared ineligible for further Government contracts, or Federally assisted construction contracts under the procedures authorized in Executive Order 11246, as amended. In addition, sanctions may be imposed and remedies invoked against the Attorney as provided in Executive Order 11246, as amended, the rules, regulations, and orders of the Secretary of the United States Department of Labor, or as otherwise provided by law.

- (i) The Attorney shall include the terms and conditions of this clause in every subcontract or purchase order unless exempted by the rules, regulations, or orders of the Secretary of the United States of Labor issued under Executive Order 11246, as amended, so that these terms and conditions will be binding upon each subcontractor or vendor. The Attorney shall take such action with respect to any subcontract or purchase order as the Secretary of the United States Department of Housing and Urban Development or the Secretary of the United States Department of Labor may direct as a means of enforcing such provisions, including sanctions for noncompliance; provided that if the Attorney becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, the Attorney may request the United States to enter into the litigation to protect the interests of the United States.

22. Subcontracting with Small and Minority Firms, Women's Business Enterprise, and Labor Surplus Area Firms (24 CFR 85.36(e))

Because of federal regulations (24 CFR 85.36(e)) and where 24 CFR 85.36 applies, the Attorney shall take the following steps to ensure that whenever possible, subcontracts are awarded to small business firms, minority firms, women's business enterprises, and labor surplus area firms:

- (a) Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
- (b) Ensuring that small and minority businesses and women's business enterprises are solicited whenever they are potential sources;
- (c) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses and women's business enterprises;
- (d) Establishing delivery schedules, where the requirements of this Agreement permit, which encourage participation by small and minority businesses and women's business enterprises; and
- (e) Using the services and assistance of the U.S. Small Business Administration, the Minority Business Development Agency of the U.S. Department of Commerce, and State and local governmental small business agencies.

23. Conflicts of Interest (24 CFR 85.36(b)(3))

Based on federal regulations (24 CFR 85.36(b)(3)) and where 24 CFR 85.36 applies, no employee, officer, or agent of the CTHA shall participate in selection, or in the award or administration of a contract supported by Federal funds if a conflict of interest, real or apparent, would be involved. Such a conflict would arise when:

- (1) The employee, officer or agent,
- (2) Any member of his or her family,
- (3) His or her partner, or
- (4) An organization that employs, or is about to employ, any of the above, has a financial or other interest in the firm selected for award. The grantee's or subgrantee's officers, employees or agents will neither solicit nor accept gratuities, favors or anything of monetary value from Contractors, or parties to sub-agreements. Grantees and subgrantees may set minimum rules where the financial interest is not substantial or the gift is an unsolicited item of nominal intrinsic value. To the extent permitted by State or local law or regulations, such standards or conduct will provide for penalties, sanctions, or other disciplinary actions for violations of such standards by the grantee's and subgrantee's officers, employees, or agents or by Contractors or their agents. The awarding agency may in regulation provide additional prohibitions relative to real, apparent, or potential conflicts of interest.

Neither the CTHA nor any of its contractors or their subcontractors shall enter into any Contract, subcontract, or agreement, in connection with any Project or any property included or planned to be included in any Project, in which any member, officer, or employee of the CTHA, or any member of the governing body of the Confederated Tribes of the Chehalis Reservation, or in which any other public official of such locality or localities who exercises any responsibilities or functions with respect to the Project during his/her tenure or for one year thereafter has any interest, direct or indirect. If any such present or former member, officer, or employee of the CTHA, or any such governing body member or such other public official of such locality or localities involuntarily acquires or had acquired prior to the beginning of his/her tenure any such interest, and if such interest is immediately disclosed to the CTHA and such disclosure is entered upon the minutes of the CTHA, the CTHA, with the prior approval of HUD, may waive the prohibition contained in this subsection: Provided, That any such present members, officer or employee of the CTHA shall not participate in any action by the CTHA relating to such contract, subcontract or arrangement.

No member, officer, or employee of the CTHA, no member of the governing body of the Confederated Tribes of the Chehalis Reservation, and no other public official of such locality or localities who exercises any functions or responsibilities with respect to the project, during his/her tenure or for one year thereafter, shall have any interest, direct or indirect, in this Agreement or the proceeds thereof.

24. 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 24 CFR 85.36(b), 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 CTHA in its operating policies.

25. Remedies for Violation or Breach (24 CFR 85.36(i)(1))

In part because of federal regulations (24 CFR 85.36(i)(1)), this Agreement has administrative, contractual or legal remedies for instances where the Attorney violates or breaches the terms of this Agreement, and provides for such sanctions and penalties as may be appropriate.

26. Termination (24 CFR 85.36(i)(2))

In part because of federal regulations (24 CFR 85.36(i)(2)), this Agreement has requirements regarding termination by the CTHA when for cause or convenience. These include the manner by which the termination will be effected and basis for settlement.

27. Interest of Members of Congress

No member of or delegate to the Congress of the United States of America or Resident Commissioner shall be admitted to any share or part of this Agreement or to any benefit to arise from it.

28. Limitation of Payments to Influence Certain Federal Transaction

The Limitation on Use of Appropriated Funds to Influence Certain Federal Contracting and Financial Transactions Act, Section 1352 of Title 31 U.S.C., provides in part that no appropriated funds may be expended by recipient of a federal contract, grant, loan, or cooperative agreement to pay any person, including the Attorney, for influencing or attempting to influence an officer or employee of Congress in connection with any of the following covered Federal actions: the awarding of any federal contract, the making of any Federal cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

29. Prohibition Against Liens

The Attorney is prohibited from placing a lien or purporting to place a lien, including a possessory lien on the property of the CTHA. This prohibition shall be placed in any subcontracts.

30. No Waiver

The inclusion of references to certain federal statutes and regulations in this Agreement shall not be deemed to be a waiver of the sovereign immunity of the CTHA respecting the cited statutes and regulations.

31. Certification re Sanctions and Disbarment

The Attorney certifies that the Attorney has never been sanctioned or disbarred in any jurisdiction.

32. Other. None.

Entered into and agreed to effective the date first written above.

DATE: _____

CHEHALIS TRIBAL HOUSING AUTHORITY

(Signature)

(Name)

(Title)

DATE: _____

ATTORNEY

(Name of firm)

(Signature)

(Name)

(Title)