

COLVILLE INDIAN HOUSING AUTHORITY
REQUEST FOR PROPOSALS
Self-Monitoring Compliance Assessment Services

May 27, 2026

Tauni Marchand
Administrative/Human Resources Manager
Colville Indian Housing Authority
P.O. Box 528
42 Convalescent Center Blvd.
Nespelem, WA 99155

Colville Indian Housing Authority
Self-Monitoring Compliance Assessment Services
Request for Proposals

Date: May 27, 2026
To: Prospective Consultants
Subject: Request for Proposals
Proposals due by: June 29, 2026

1. SUMMARY

The Colville Indian Housing Authority (CIHA), is soliciting proposals from qualified individuals and/or firms for Self-Monitoring & Program Review Assessment. CIHA is required under the Native American Housing Assistance and Self-Determination Act (NAHASDA), Section 403, and 24 CFR Part 1000 Subpart F, to conduct annual self-monitoring of its housing programs, grant activities, internal controls, and compliance systems. The review must be completed, and a final report submitted to CIHA by September 29, 2026.

2. ORGANIZATIONAL CHARACTERISTICS

CIHA is a Tribally Designated Housing Entity (“TDHE”) serving the housing needs of the Confederated Tribes of the Colville Reservation. CIHA administers housing programs and related services funded primarily through the U.S. Department of Housing and Urban Development (HUD) under the Native American Housing Assistance and Self-Determination Act (NAHASDA), along with other federal, tribal, and grant-supported funding sources as applicable.

3. OBJECTIVES

The objective of this engagement is to obtain an independent and objective assessment of CIHA’s operational, financial, regulatory, and programmatic compliance.

The selected consultant will conduct a comprehensive compliance review of CIHA’s housing programs, policies, procedures, records, and internal control systems; evaluate compliance with CIHA’s approved Self-Monitoring Policy and Checklist; identify risks, deficiencies, and opportunities for improvement; and provide actionable recommendations for corrective action and organizational strengthening.

4. SCOPE OF WORK

The selected consultant shall perform self-monitoring compliance assessments in accordance with CIHA’s adopted Self-Monitoring Policy, applicable federal regulations, and industry best practices. This can be achieved by one or all of the following:

A. Management Interviews:

Conduct one-on-one interviews with department directors, managers, supervisors, and key personnel regarding program administration, internal controls, and compliance practices.

B. Facilitated Sessions:

Facilitate and conduct self-assessment workshops with department directors, managers, supervisors, and key personnel to talk through the monitoring checklist questions as a group.

C. Standard Operating Procedures Review:

Review standard operating procedures including all of the policies and governing documents required by NAHASDA, as well as, CIHA's contracts and established internal controls. Consultant shall analyze staff compliance with adopted policies and procedures. The consultant shall also select random samples of transaction files and determine whether the documentation included and recorded conform with established operating procedures.

D. Areas to be Monitored

- 1) APR Development & IHP Monitoring
- 2) Organizational Control Environment
- 3) Resident Eligibility & Service Standards
- 4) Fiscal & Financial Management
- 5) Procurement & Contract Administration
- 6) Labor Standards & Construction Management
- 7) Environmental Review

E. Recommendations

If deficiencies are discovered during the assessments performed, the consultant shall create a corrective action plan that identifies deficient performance or concerns, the proposed action to correct the deficiency and the person or program responsible to correct the concern.

INSTRUCTIONS TO CONSULTANTS

Format, Timing, and Submission of Proposals

Those wishing to be considered in the selection process must submit a copy of their proposal no later than 2:00 P.M. local time, June 29, 2026.

The complete proposal package shall be plainly marked as follows:

Tauni Marchand
Colville Indian Housing Authority
P.O. Box 528
Nespelem, WA 99155

Proposal Name: Self-Monitoring Compliance Assessment, RFP FY26-43
Submittal Date: _____
CONSULTANT Name: _____

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

All proposals received up to the designated time will be considered in the selection process. CIHA reserves the right to waive minor informalities; to reject any proposal not in compliance with all prescribed procedures and requirements; and may reject any and all proposals if CIHA determines, at its sole discretion, that it is in the best interest of the CIHA to do so. CIHA also reserves the right to cancel this procurement at any time if CIHA determines, at its sole discretion, that it is in the best interest of CIHA to do so.

Submittal Proposals:

- ATTN: Toria Jackson, Purchasing Procurement Officer
- Email: toria.jackson.HSG@colvilletribes.com OR
 - FAX: 509-634-2335, OR
 - Hand delivery, US mail, or other common carrier
- Colville Indian Housing Authority
42 Convalescent Center Boulevard
P.O. Box 528
Nespelem, WA 99155

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

- A. Proposal Transmittal Letter
- B. Methodology
- C. Experience
- D. Qualifications
- E. Cost (Detailed cost breakdown e.g. fixed fee, hourly rates, or phased pricing and identification of any additional costs or optional services).
- F. Ownership Interest, Managerial and Staff Capacity
- G. Indian Preference Eligibility (if applicable, use attached form)
- H. Small, Woman Owned, or Minority Owned Business (if applicable)
- I. Non-Collusion Affidavit (attached)
- J. Certifications and Representations of Offerors
- K. Unique Entity ID as registered in SAM.gov
- L. Acknowledgement of Proposer's Representations (Item ___ below)

4. **Costs of Preparing and Submitting Proposal**

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

5. **Ownership Interest**

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

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

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

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

6. **Applicable Law**

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

- A. The applicable provisions of the Native American Housing Assistance and Self-Determination Act of 1996 (NAHASDA) and the regulations promulgated pursuant thereto.
- B. The Indian Preference provisions of section 7(b) of the Indian Self-Determination and Education and Assistance Act (25 U.S.C. 450e(b)), which provides that, to the greatest extent feasible (1) preference and opportunities for training and employment shall be given to Indians, and (2) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned economic enterprises.
- C. The laws, policies, and regulations of the Confederated Tribes of the Colville Reservation and CIHA.
- D. Such other federal law as may be applicable.

7. **Confidentiality**

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

8. **Confidentiality and Protection of Records**

The consultant may be provided access to confidential, sensitive, or protected information during the performance of the assessment, including but not limited to tenant files, applicant files, personnel records, financial records, procurement records, contracts, and other records maintained by CIHA. The consultant shall maintain the confidentiality of all information obtained during the engagement and shall not disclose, distribute, or use such information for any purpose other than performance of the services under the contract without prior written authorization from CIHA, unless otherwise required by law.

The consultant shall maintain reasonable administrative, physical, and electronic safeguards to protect confidential information from unauthorized access, use, or disclosure.

Upon completion of the engagement, the consultant shall return or securely destroy confidential records and materials at the discretion of CIHA, excluding records required to be retained by law or professional standards.

9. Requests for Information

Request for additional information or questions regarding this RFP can be addressed to Tauni Marchand at tauni.marchand@colvilletribes.com. Any oral communication will be considered unofficial and non-binding. Proposers shall rely only on written amendments issued by CIHA. The deadline for receiving written information requests is June 11, 2026.

10. Addendum Issued

CIHA will respond to questions and additional information request by issuing an amendment no later than June 16, 2026. Amendments will be posted at:

https://drive.google.com/drive/u/0/folders/1cSkNUcC_oTMhMxcF3EHIo-RaRVj4mUMd

11. Responsibility of CONSULTANT

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

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

12. Representation by CONSULTANT

Submission of a proposal will constitute an incontrovertible representation by the CONSULTANT that the CONSULTANT has complied with all the requirements set out in Section 11, that without exception the proposal is premised upon providing the labor and materials under the RFP and applying any specific means, methods, techniques, sequences, and procedures that may be shown or indicated or expressly required by the RFP, that CONSULTANT has given CIHA.

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

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

CONSULTANT understands and accepts the following contract language which will be included in the final contract entered into with CIHA: Ownership of Work Product: All

documents, analysis, reports, designs, drawings, specifications and other work developed in the performance of this agreement by CONSULTANT shall become the sole property of the CIHA and shall not be used for any other purpose not released to any third party without the express written consent of the CIHA.

13. **Evaluation of Proposals**

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

14. **Indian Preference**

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

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

The CONSULTANTS will be required to give Indian Preference when hiring, employing and/or subcontracting and will place this requirement in any and all contracts. All individuals or firms are advised that this proposal is subject to HUD's Indian Preference Regulations, contained in 24 CFR 1000. Indian Preference will be given in the award of contracts "to the greatest extent feasible" as determined in sec 7(b) of the Indian Self-Determination and Education and Assistance Act (25 U.S.C. 450e(b)). This proposal is open to Indian and Non-Indian individuals or firms. In order to qualify as an Indian or Indian owned firm, an Indian Enterprise Qualification Statement must be submitted with proposals or have been filed with CIHA within the last 5 years.

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

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

1. Evidence showing the extent of Indian ownership, control, and interest.
2. Evidence of structure, management, and financing affecting the Indian character of the enterprise, including major subcontracts and purchase agreements; materials or equipment supply arrangements; and management salary or profit sharing arrangements; and evidence showing the effect of these on the extent of Indian ownership and interest.

3. Evidence sufficient to demonstrate to the satisfaction of the housing authority that the individual or firm has the technical, administrative, and financial capability to perform this contract.
4. Evidence to show, at least 51% of the firm is qualified, as an Indian owned enterprise, as defined in 24 CFR 1000.

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

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

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

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

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

15. **Attachments**

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

- 15.1 Non-Collusion Affidavit (must be completed by all CONSULTANTS)
- 15.2 SAM Clause
- 15.3 Statement Regarding Indian Preference
- 15.4 Form 5369-C Certifications and Representations of Offerors
- 15.5 Supplemental Provisions to Certifications and Representations of Offerors
- 15.6 Certification of Indian-Owned Enterprise or Indian Organization (must be completed by CONSULTANTS claiming Indian preference)

Non-Collusion Affidavit

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

1. That I am a duly authorized officer or agent of _____, the offeror submitting the competitive proposal attached to this Affidavit, for the purpose of certifying the facts pertaining to the existence of collusion among the offerors or between this offeror and any officer, agent or employee of Colville Indian Housing Authority (CIHA) or the Colville Confederated Tribes (Tribe), as well as facts pertaining to the giving or offering things of value to officers, agents or employees of CIHA or the Tribe in return for special consideration in the letting of any contract pursuant to the attached competitive bid.
2. That I am fully aware of the facts and circumstances surrounding the making of the competitive proposal and has been personally and directly involved in the proceedings leading to the submission of such proposal.
3. That the proposal submitted is genuine and is not the product of any collusion and is not a sham proposal, and that all statements in the proposal are true.
4. That neither the offeror named above nor anyone subject to the offeror’s direction or control has been a party:
 - a. to any collusion among offerors to agree to bid at a fixed price or to refrain from submitting a proposal, or as to quantity, quality, cost element, profit, overhead, or price in the prospective contract or as to any other term of the prospective contract;
 - b. to any collusion with any CIHA or Tribal officer, agent or employee as to quantity, quality, cost element, profit, overhead, or price in the prospective contract or as to any other term of the prospective contract;
 - c. to any discussions between offerors or between this offeror and any officer, agent or employee of CIHA or the Tribe pertaining to the giving or offering things of value to officers, agents or employees of CIHA or the Tribe in return for special consideration in the letting of any contract pursuant to the attached proposal.

So sworn this ___ day of _____, 20__.

Signature of Affiant

(Certification on page 2)

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

(a) Definitions. As used in this provision—

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

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

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

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

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

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

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

(b)

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

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

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

(1) Company legal business name.

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

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

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

Statement Regarding Indian Preference

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

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

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

Dated this ____ day of _____, 20 ____.

Signature

On behalf of:

Printed Name

Name of Offeror

Title

Certifications and Representations of Offerors

Non-Construction Contract

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

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

1. Contingent Fee Representation and Agreement

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

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

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

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

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

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

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

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

(Check the block applicable to you)

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

3. Certificate of Independent Price Determination

(a) The bidder/offeror certifies that—

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

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

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

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

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

4. Organizational Conflicts of Interest Certification

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

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

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

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

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

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

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

5. Authorized Negotiators (RFPs only)

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

6. Conflict of Interest

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

7. Offeror's Signature

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

Signature & Date:

Typed or Printed Name:

Title:

Supplemental Provisions to Certifications and Representations of Offerors

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

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

INDIAN ENTERPRISE QUALIFICATION STATEMENT

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

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

1. Applicant wishes to qualify as:

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

--or--

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

2. Name of Enterprise or Organization: _____

Address: _____

Telephone No.: _____

3. Check One:

Corporation

Joint Venture

Partnership

Other:

Sole Proprietorship

4. Answer the following:

If a Corporation:

a. Date of incorporation: _____

b. Tribe or State of incorporation: _____

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

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

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

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

If a Sole Proprietorship or Partnership:

a. Date of Organization: _____

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

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

If a Joint Venture:

a. Date of Joint Venture Agreement: _____

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

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

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

If yes, state circumstances:

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

If so, note when, where and why:

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

____ Yes

____ No

If Yes, complete:

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

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

____ Yes

____ No

If Yes, complete:

Date of Type of Department

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

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

____ Yes

____ No

If Yes, complete:

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

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

____ Yes

____ No

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

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

____ Yes

____ No

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

____ Yes

____ No

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

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

____ Yes

____ No

If yes, furnish details in a separate exhibit.

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

____ Yes

____ No

If yes, provide details in an attachment.

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

\$ _____

Explain the source of these funds: _____

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

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

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

Name: _____ Address: _____

_____ Telephone: _____

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

your personnel to perform this function:

c. Other: _____

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

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

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

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

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

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

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

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

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

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

NOTES:

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

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

III. Print and type name below all signatures.

If applicant is Sole Proprietor, Sign Below:

Name Date

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

Name Date

Name Date

If applicant is a corporation, affix corporate seal

Corporate Seal

By: _____
President's Signature Date

Attested by: _____
Corporate Secretary's Signature Date

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