



**INDEPENDENT CONTRACTOR AGREEMENT/PROCUREMENT
CONTRACT/VENDOR AGREEMENT/ETC**

This “independent contractor agreement/fixed priced contract/ firm fixed price contract” (the “Agreement”) is made and entered into as of this date of _____, 202X (the “Effective Date”) between The Bear River Band of Rohnerville Rancheria (“Bear River”), and _____, (the “Contractor”) (collectively, the “Parties”).

Bear River requests the Contractor to perform services for purposes of blank as outlined in the scope of work and terms below.

The Parties therefore agree as follows:

1.0. Term and Termination.

1.1 The term of this Agreement shall commence on the Effective Date and shall continue thereafter for an initial term of one (1) year from the Effective Date (the “Initial Term”). After the Initial Term, this Agreement shall be automatically extended for successive _____ terms (the “Subsequent Terms”), unless either Party notifies the other in writing, at least thirty (30) days prior to the end of the Initial Term or of a Subsequent Term, of its intent to terminate this Agreement at the end of the Initial Term or of the Subsequent Term, as the case may be. The Initial Term and any Subsequent Term shall be collectively referred to as the “Term.”

1.2 Disputes, Default, Termination: Either Party may terminate this Agreement for cause by providing the other Party written notice if the other Party: (i) is in material breach of this Agreement and has failed to cure such breach within five (5) days after its receipt of written notice of such breach provided by the non-breaching Party: (ii) engages in any unlawful business practice related to the party's performance under the Agreement: or (iii) files a petition for bankruptcy, becomes insolvent, acknowledges its insolvency in any manner, ceases to do business, makes an assignment for the benefit of its creditors, or has a receiver, trustee or similar party appointed for its property. Notwithstanding the foregoing, at any time during the Term, either Party may terminate this Agreement for convenience by providing the non-terminating Party within thirty (30) days written notice.

1.2.1 Disputes.

(a) Except for disputes arising under the Labor Standards clauses, all disputes arising under or relating to this contract, including any claims for damages for the alleged breach thereof which are not disposed of by agreement, shall be resolved under this clause.

(b) All claims by the Contractor shall be made in writing and submitted to the Contracting Officer for a written decision. A claim by Bear River against the Contractor shall be subject to a written decision by the Contracting Officer.

(c) The Contracting Officer shall, within 30 days after receipt of the request, decide the claim or notify the Contractor of the date by which the decision will be made.

(d) The Contracting Officer's decision shall be final unless the Contractor (1) appeals in writing to a higher level in Bear River in accordance with Bear River's policy and procedures, (2) refers the appeal to an independent mediator or arbitrator, or (3) files suit in a court of competent jurisdiction. Such appeal must be made within 30 days after receipt of the Contracting Officer's decision.

(e) The Contractor shall proceed diligently with performance of this contract, pending final resolution of any request for relief, claim, appeal, or action arising under or relating to the contract, and comply with any decision of the Contracting Officer.

1.2.2 Default

(a) If the Contractor refuses or fails to prosecute the work, or any separable part thereof, with the diligence that will ensure its completion within the time specified in this contract, or any extension thereof, or fails to complete said work within this time, the Contracting Officer may, by written notice to the Contractor, terminate the right to proceed with the work (or separable part of the work) that has been delayed. In the event, Bear River may take over the work and complete it by contract or otherwise, and may take possession of and use any materials, equipment, and plant on the work site necessary for completing the work. The Contractor and its sureties shall be liable for any damage to Bear River resulting from the Contractor's refusal or failure to complete the work within the specified time, whether or not the Contractor's right to proceed with the work is terminated. This liability includes any increased costs incurred by Bear River in completing the work.

(b) The Contractor's right to proceed shall not be terminated or the Contractor charged with damages under this clause if –

(1) The delay in completing the work arises from unforeseeable causes beyond the control and without the fault or negligence of the Contractor; and

(2) The Contractor, within 10 days from the beginning of such delay notifies the Contracting Officer in writing of the causes of delay. The Contracting Officer shall ascertain the facts and the extent of the delay. If, in the judgment of the Contracting Officer, the findings of Fact warrant such action, time for completing the work shall be extended by written modification to the contract. The findings of the Contracting Officer shall be reduced to a written decision which shall be subject to the provisions of the Disputes clause of this contract.

(c) If, after termination of the Contractor's right to proceed, it is determined that the Contractor was not in default, or that the delay was excusable, the rights and obligation of the parties will be the same as if the termination had been for convenience of Bear River.

1.2.3 Termination for Convenience

(a) The Contracting Officer may terminate this contract in whole, or in part, whenever the Contracting Officer determines that such termination is in the best interest of Bear River. Any such termination shall be effected by delivery to the Contractor of a Notice of Termination specifying the extent to which the performance of the work under the contract is terminated, and the date upon which such termination becomes effective.

(b) If the performance of the work is terminated, either in whole or in part, Bear River shall be liable to the Contractor for reasonable and proper costs resulting from such termination upon the receipt by Bear River of a properly presented claim setting out in

detail: (1) the total cost of the work performed to date of termination less the total amount of contract payments made to the Contractor; (2) the cost (including reasonable profit) of settling and paying claims under subcontracts and material orders for work performed and materials and supplies delivered to the site, payment for which has not been made by Bear River to the Contractor or by the Contractor to the subcontractor or supplier; (3) the cost of preserving and protecting the work already performed until Bear River or assignee takes possession thereof or assumes responsibility therefore; (4) the actual or estimated cost of legal and accounting services reasonably necessary to prepare and present the termination claim to Bear River; and (5) an amount constituting a reasonable profit on the value of the work performed by the Contractor.

(c) The Contracting Officer will act on the Contractor's claim within days (60 days unless otherwise indicated) of receipt of the Contractor's claim.

(d) Any disputes with regard to this clause are expressly made subject to the provisions of the Disputes clause of this contract.

X.x Change Order Provisions

x.x Scope of Work Modifications

Any modification to the Scope of Work under this Agreement shall be made only through a written Change Order approved in advance by the Bear River Band of the Rohnerville Rancheria. A Change Order must be executed prior to the commencement of any additional work, extension of time, or authorization of costs exceeding the established ceiling price.

Any changes in labor categories, labor rates, or material costs that affect the total contract price must be approved by Change Order before such costs are incurred. The Contractor shall not exceed the NTE ceiling without prior written authorization from Bear River.

x.x Written Request Required

The Contractor shall submit a written request for a Change Order containing:

- a. A detailed description of the proposed change;
- b. Justification for the change (e.g., unforeseen condition, regulatory change, additional requirement);
- c. Revised labor hours and material quantities (if applicable);
- d. Updated estimate of costs with a breakdown of labor, materials, and applicable taxes or fees;
- e. Schedule impact, if any.

x.x Evaluation and Approval

Bear River shall review the Contractor's request and may:

- a. Approve the Change Order as submitted;
- b. Negotiate changes to cost, schedule, or scope; or
- c. Reject the request.

No work under a proposed change shall commence unless and until a written Change Order is fully executed by both parties.

x.x No Retroactive Adjustments

Costs incurred outside the approved scope or in excess of the contract ceiling prior to the execution of a Change Order are not eligible for payment or reimbursement.

x.x Ceiling Price Revisions

Any Change Order that increases the ceiling price shall specify the new Fixed amount and include justification for the revision. No implied increases shall be recognized without formal execution of a Change Order.

2.0. Scope of Services.

2.1. During the Term, Contractor shall provide the following services (the "Services") as mutually agreed upon in writing by the Parties as described in Attachment A, Scope of Services:

2.2. The Contractor shall provide the necessary equipment to perform the Services. If the Contractor has obtained employees or agents (the "Contractor Personnel"), the Contractor shall be solely responsible for all costs associated with the Contractor Personnel.

2.3. Any work product created by the Contractor or Contractor Personnel during the course of providing Services may create certain work product (the "Work Product"). Work Product shall be the sole property of Bear River unless otherwise agreed upon between the Parties.

2.4. The Contractor shall notify Bear River of any change(s) to the Contractor's schedule that could adversely affect the availability of the Contractor, whether known or unknown at the time of this Agreement, no later than seven (7) business days prior to such change(s). If the Contractor becomes aware of such change(s) within the seven (7) business day period, the Contractor shall promptly notify Bear River of such change(s) within a reasonable amount of time.

2.5. The work performed by the Contractor shall be performed at the following cost: \$xx,xxx. INSERT AGREED PAYMENT-SCHEDULE OR USE FOLLOWING The Contractor shall issue invoices to the Company's accounts payable department within seven (7) days of completing the Services unless otherwise instructed by Bear River, invoice will include a description explaining the invoice and any work done, and provide documentation as instructed by Bear River's Finance Department. Contractor will include the GL code xxxx-xxx-xxx-xx on the invoice. Bear Bear River shall remit payment to the Contractor

within fourteen (14) days of receiving the invoice from the Contractor. Final payment shall be made within 30 days of the completion of the Contract after inspection of the work to verify completion to the satisfaction of Bear River.

2.6. For project necessitating a final inspection, a final inspection must be conducted by Bear River before final payment will be remitted to the Contractor. Bear River has the sole right to determine if the work has been completed satisfactorily.

2.7. Bear River shall make progress payments approximately every 30 days as the work proceeds based on estimates of work accomplished which meets the standards of quality established under the Contract, as approved by the Contracting Officer. Bear River may, subject to written determination and approval of the Contracting Officer, make more frequent payments to the contractors which are qualified small businesses. Before the first progress payment under this Contract, the Contractor shall furnish, in such detail as requested by the Contracting Officer, a breakdown of the total Contract Price showing the amount included therein for each principal category of the work, which shall substantiate the payment amount requested in order to provide a basis for determining progress payments. The breakdown shall be approved by the Contracting Officer. If the Contract covers more than one project, the Contractor shall furnish a separate breakdown for each. The values and quantities employed in making up this breakdown are for determining the amount of progress payments and shall not be construed as a basis for additions to or deductions from the contract price. The Contractor shall prorate its overhead and profit over the construction period of the Contract. The Contractor shall submit, on forms approved by Bear River, periodic estimates showing the value of the work performed during each period based upon the approved breakdown of the contract price. Such estimates shall be submitted not later than 7 days in advance of the date set for payment and are subject to correction and revision as required. The estimates must be approved by the Contracting Officer with the concurrence of the Engineer (if applicable) prior to payment. If the Contract covers more than one project, the Contractor shall furnish a separate progress payment estimate for each.

2.8. Bear River shall not be responsible for federal, state and local taxes derived from the Contractor's net income or for the withholding and/or payment of any federal, state and local income and other payroll taxes, workers' compensation, disability benefits or other legal requirements applicable to the Contractor.

3.0. Independent Contractor Status.

3.1. The Parties intend that the Contractor and any Contractor Personnel be engaged as independent contractors of Bear River. Nothing contained in this Agreement will be construed to create the relationship of employer and employee, principal and agent, partnership or joint venture, or any other similar relationship.

3.2. The Contractor may not act as agent for, or on behalf of, Bear River, or to represent Bear River, or bind Bear River in any manner nor incur obligations on Bear River's behalf without prior express written consent

3.3. The Contractor will not be entitled to worker's compensation, retirement, insurance or other benefits afforded to employees of Bear River.

3.4. If any work to be performed pursuant to this Agreement will involve the presence of the Contractor or the Contractor's agents or personnel, Contractor shall comply with all state worker's compensation laws and regulations.

4.0. **Ownership.**

4.1. The Parties intend that, to the extent the Work Product or a portion of the Work Product qualifies as a "work made for hire," within the definition of Section 101 of the Copyright Act of the United States (17 U.S.C. § 101), it will be so deemed, a work made for hire. If the Work Product or any portion of the Work Product does not qualify as, work made for hire, and/or as otherwise necessary to ensure the Company's complete ownership of all rights, titles and interest in the Work Product, the Contractor shall transfer and assign to the Company all rights, titles and interests throughout the world in and to any and all Work Product. This transfer and assignment includes, but is not limited to, the right to publish, distribute, make derivative works of, edit, alter or otherwise use the Work Product in any way the Company sees fit.

4.2. If applicable, Bear River grants the Contractor, a limited, non-exclusive, non-transferable, non-assignable, royalty free, worldwide license to display the Work Product (with redacted sensitive information) on a platform personally controlled, in whole or in part, by the Contractor. Bear River may revoke this license at any time by requesting the removal of the Work Product displayed by the Contractor. Upon such request, the Contractor shall remove the Work Product from the platform, and provide written notification of such removal.

5.0. **Representations.** Both Parties represent that they are fully authorized and empowered to enter into this Agreement, and that the performance of the obligations under this Agreement will not violate or infringe upon the rights of any third-party, or violate any agreement between the Parties and any other person, firm or organization or any law or governmental regulation.

6.0. **Indemnification.** The Contractor shall defend, indemnify and hold harmless Bear River, its affiliates, and its respective officers, directors, agents and employees from and against any and all claims, demands, losses, liability, causes of action, damages, lawsuits, judgments, obligations and expenses (including reasonable attorneys' fees and costs), based on injuries resulting from the intentional or negligent acts or omissions of Contractor, its employees or agents arising out of, or relating to, the Contractor's services under this Agreement.

7.0. **Confidential Information.**

7.1. Each Party (on its behalf and on behalf of its subcontractors, employees or representatives, or agents of any kind) agrees to hold and treat all confidential information of the other Party, including, but not limited to, trade secrets, sales figures, employee and

customer information and any other information that the receiving Party reasonably should know is confidential (“Confidential Information”) as confidential and protect the Confidential Information with the same degree of care as each Party uses to protect its own Confidential Information of a like nature.

7.2. Confidential Information does not include any information that (i) at the time of the disclosure or thereafter is lawfully obtained from publicly available sources generally known by the public (other than as a result of a disclosure by the receiving Party or its representatives); (ii) is available to the receiving Party on a non-confidential basis from a source that is not and was not bound by a confidentiality agreement with respect to the Confidential Information; or (iii) has been independently acquired or developed by the receiving Party without violating its obligations under this Agreement or under any federal or state law.

8.0. **Return of Proprietary Information.** Upon termination of this Agreement for any reason by any Party, the Contractor shall immediately turn over to Bear River any “Proprietary Information.” Proprietary information is defined as the following: any financial or other information supplied by clients, members or customers of Bear River; any and all data or information involving the techniques, programs, methods, or contacts employed by Bear River in the conduct of its business, series, or operations; any materials describing the methods and procedures employed by Bear River in the conduct of its business, services, or operations; and any other secret or confidential information concerning Bear River’s business, services, operations, or affairs. The terms “list,” “document,” “record,” “material,” “information,” “data,” “manual,” or “form,” or their equivalent, as used in this Agreement, are not limited to physical writing or compilation, but also include any and all information whatsoever regarding the subject matter of these items, whether or not such compilation has been reduced to writing.

9.0. **Liability.** Except with respect to the Parties’ indemnification obligations, neither party shall be liable to the other for any special, indirect, incidental, punitive, or consequential damages arising from or related to this Agreement, including bodily injury, death, loss of revenue, or profits or other benefits, and claims by any third party, even if the Parties have been advised of the possibility of such damages. The foregoing limitation applies to all causes of action in the aggregate, including without limitation to breach of contract, breach of warranty, negligence, strict liability, and other torts.

10.0. **Disclaimer of Warranty.** The warranties contained herein are the only warranties made by the Parties hereunder. Each Party makes no other warranty, whether expressly or implied, and expressly excludes and disclaims all other warranties and representations of any kind, including any warranty of merchantability, fitness for a particular purpose, title, and non-infringement. Bear River does not provide any warranty that operation of any services hereunder will be uninterrupted or error-free.

11.0. **Insurance.** Contractor shall maintain general liability insurance with limits of not less than \$1,000,000 per occurrence for bodily injury and property damage liability combined. The policy shall include coverage for liabilities arising out of premises, operations, independent contractors, products, completed operations, personal & advertising

injury, and liability.. This insurance shall apply separately to each insured against whom claim is made or suit is brought subject to the contractor's limit of liability. Prior to the initiation of work under this Agreement, Contractor shall provide a certificate of insurance demonstrating that Bear River, its officers, agents, employees and servants have been named as additional insureds, but only insofar as the operations under the contract are concerned. Contractor's insurance shall be primary, not excess or contributory, as to any insurance carried by Bear River or any third party.

11.1 The Bear River Band of the Rohnerville Rancheria shall require for contracts that exceed the Simplified Acquisition Threshold (\$250,000.00) to obtain assurance of performance. Bonds shall be obtained from a federally-approved surety.

1) A Performance bond for 100% of the total contract price submitted prior to notice to proceed.delay

2) A Payment bond for 100% of the total contract price submitted prior to notice to proceed.

3) A Bid bond equivalent to 5% of the total contract price or cash escrow deposited with The Bear River Band of the Rohnerville Rancheria of not less than 5% of the total contract price. Bond is to be submitted with the bid.

12.0. **Force Majeure.** Neither Party shall be liable for failure to perform due to “act of God.” Such acts include but are not limited to natural disasters such as flooding, earthquakes, storms, landslides, and fires (structural and brush), disease, and acts of terrorism. This list is not exhaustive.

13.0. **General Provisions.**

13.1. This Agreement, and any accompanying appendices, duplicates, or copies, constitutes the entire agreement between the Parties with respect to the subject matter of this Agreement, and supersedes all prior negotiations, agreements, representations, and understandings of any kind, whether written or oral, between the Parties, preceding the date of this Agreement.

13.2. This Agreement may be amended only by written agreement duly executed by an authorized representative of each party.

13.3. If any provision or provisions of this Agreement shall be held unenforceable for any reason, then such provision shall be modified to reflect the parties’ intention. All remaining provisions of this Agreement shall remain in full force and effect for the duration of this Agreement.

13.4. This Agreement shall not be assigned or otherwise, delegated by either party without the express consent of the other party.

13.5. A failure or delay in exercising any right, power or privilege in respect of this Agreement will not be presumed to operate as a waiver, and a single or partial exercise of any right, power or privilege will not be presumed to preclude any subsequent or further exercise of that right, power or privilege or the exercise of any other right, power or privilege.

13.6. The terms and conditions of this Agreement and other obligations created thereby shall be governed by and construed in accordance with the applicable Bear River tribal law, applicable Federal Law, and applicable California Law, in that order, without reference to any principles of conflicts of laws, which might cause the application of the laws of any jurisdiction.

13.7 Nothing in this section or any other provision in this Agreement shall be interpreted as a waiver of the sovereign immunity of Bear River or its affiliates including but not limited to Bear River Casino Resort.

13.8 Non-Collusive Understanding. Each person and firm submitting a proposal or working on this project is certifying that he/she has not colluded with any other person, firm, or corporation in regard to securing the services being solicited.

13.9 Access to Records. Bear River Band of the Rohnerville Rancheria, the Comptroller General of the United States, or their authorized representative, shall have access to all books, records, and papers of the professional and subcontractors pertinent to their contract for a period of not less than 3 years after completion of the project.

13.xx Disclosure of Interest. No commissioner, officer, or employee of Bear River Band of Rohnerville Rancheria, no member of the governing body of the tribe who exercises any functions or responsibilities with respect to the project, shall, during his tenure or for 1 year thereafter, have any interest, direct or indirect, in the project or in any property included or planned to be included in the project, or in this contract or any other contract or proposed contract relating to the project.

13.xx Contractor will comply with all orders or regulations pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

13.xx Contractor shall not be to a party listed on the government-wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

13.xx Contractor will comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

13.xx Contractor certifies it will not use covered telecommunications equipment or services as a substantial or essential component of any system—or critical technology as part of any system—in the equipment, services, or systems that Bear River Band of the Rohnerville Rancheria procures, contracts, or obtains from the contractor. Covered Telecommunications equipment means telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).

13.xx Domestic Preferences for Procurement. The contractor will, to the greatest extent practicable, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). For purposes of this section: (1) “Produced in the United States” means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States. (2) “Manufactured products” means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

13.xx Equal opportunity Employer. Except as Indian Preference requirements and the provisions of the Native American Housing Assistance and Self-Determination Act (NAHASDA), 25 U.S.C. 1401, et seq. may supersede, the contractor will comply with Executive Order 11246 of September 24, 1965 entitled “Equal Employment Opportunity,” as amended by Executive Order 11375 of October 13, 1967 and as supplemented in Department of Labor regulations (41 CFR Chapter 60) (All construction contracts awarded in excess of \$10,000).

13.xx Davis-Bacon Act Compliance. All transactions regarding this contract shall be done in compliance with the Davis-Bacon Act (40 U.S.C. 3141- 3144, and 3146-3148) and the requirements of 29C.F.R. pt. 5 as may be applicable. The contractor shall comply with 40 U.S.C. 3141-3144, and 3146-3148 and the requirements of 29 C.F.R. pt. 5 as applicable. Contractors are required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. Additionally, contractors are required to pay wages not less than once a week.

13.xx Compliance with Copeland “Anti-kickback” Act. The contractor shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into this contract.

Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as may be appropriate, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses.

Breach. A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. § 5.12.

13.xx Contract Work Hours and Safety Standards Act. Contractor will comply with Sections 103 and 107 of the contract Work Hours and Safety Standards Act (40 U.S.C. 327-330) as supplemented by Department of Labor regulations (29 CFR part 5) (Construction contracts in excess of \$2,000, and in excess of \$2,500 for other contracts which involve the employment of mechanics or laborers).

13.xx Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractor certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

13.xx The work to be performed under this Contract is on a project subject to section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450e (b) which requires that to the greatest extent feasible: (a) preference and opportunities for training and employment shall be given to Indians; and (b) preferences in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. The parties to this Contract shall comply with the provisions of section 7(b) of this Act. In connection with this Contract, the Contractor shall, to the greatest extent feasible, give preference in the award of any subcontracts to Indian organizations and Indian-owned Economic Enterprises, and preferences and opportunities for training and employment to Indians. The Contractor shall include this section 7(b) clause in every subcontract in connection with the Contract, and shall, at the direction of Bear River, take appropriate action pursuant to the subcontract upon a finding by Bear River or U.S government that the subcontractor has violated this section 7(b) clause of this Act. Furthermore, as applicable, to the greatest extent feasible preference in the award of contracts and subcontracts shall be given to low income locals in accordance with section 3 of the Housing and Urban Development Act of 1968 but not in derogation of compliance

with section 7(b). The section 3 requirements however apply only to projects or activities that exceed \$200,000.

Indian owned businesses must provide certification from their Tribe of origin. Indian owned businesses not certified by their Tribe of origin must complete a Statement of Qualifications.

13.xx Contractor will comply with the requirements regarding asbestos of 40 CFR Part 61 and 40 CFR Part 763, as well as 29 CFR 1910.1001 and 1926.58.

13.xx Except as Indian Preference requirements and the provisions of the Native American Housing Assistance and Self-Determination Act (NAHASDA), 25 U.S.C. 1401, et seq. may supersede, compliance with prohibitions against discrimination as provided by Title VI of the Civil Rights Act of 1976 (Pub. L. 88-352) and related HUD regulations, Age Discrimination Act of 1975 and the implementing regulations at 24 CFR Part 146, Section 504 of the Rehabilitation Act of 1973, as amended, 24 CFR Part 8, title VIII of the Civil Rights Act of 1968; 25 U.S.C. 1301-1303.

13.xx Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of “funding agreement” under 37 CFR §401.2 (a) and Bear River Band of the Rohnerville Rancheria or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency.

13.xx Whistleblower protections: Contractor is hereby notified of the obligations, remedies, and rights under the whistleblower protections as described in (As applicable): 10 U.S.C Section 2409, 41 U.S.C. 4712, and 10 U.S.C. Section 2324, 41 U.S.C. Sections 4304 and 4310.

The Parties are signing this Agreement on the date stated in the introductory clause.

Bear River Band of the Rohnerville Rancheria:

Josefina Frank
Tribal Council Chairwoman

P: (707) 733-1900
F: (707) 733-1723
E: josefinafrank@brb-nsn.gov

Contractor:

Name:
Business Name
Address
Phone:
License #
EIN:

ATTACHMENT A- SCOPE OF SERVICES

BELOW IS AN OPTIONAL SCOPE OF WORK TEMPLATE-OTHER S.O.W. FORMATS ARE ACCEPTABLE

1. Project Title:

[Insert Project Title]

2. Project Overview:

[Provide a brief description of the project, including objectives and key deliverables.]

3. Scope of Services:

[Clearly outline the services or work to be provided. Be specific about tasks, responsibilities, and expectations. i.e. Who, what, when, where, why, how]

4. Deliverables:

[List all tangible or measurable outcomes expected from the work. Include deadlines or milestones where applicable.]

5. Timeline & Schedule:

- Start Date: [MM/DD/YYYY]
- End Date: [MM/DD/YYYY]
- Key Milestones: [List any critical deadlines]

6. Location of Work:

[Specify if work will be performed onsite, remotely, or a combination of both.]

7. Roles & Responsibilities:

- Contractor/Consultant: [Describe their responsibilities]
- Client: [Describe what the client is responsible for, such as approvals or providing necessary resources]

8. Reporting Requirements:

[List any required reports, documentation, or updates, along with frequency and submission methods.]

9. Resources & Materials:

[Specify if materials, tools, or equipment will be provided by the client or required from the contractor.]