

TRIBAL PLAN OF OPERATIONS
Siletz Tribal Code § 2.001

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Subject: Tribal Plan of Operations

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§ 2.019 PROCUREMENT

(a) General Provisions. CTSI is committed to the fair and equitable treatment of all persons or firms involved in procurement by CTSI, and this Policy is meant to assure that supplies, services, and construction are procured efficiently, effectively, and at the most favorable prices available; to promote competition in contracting; to provide safeguards for quality and integrity; and to assure that CTSI purchasing actions are in full compliance with applicable Federal and tribal standards.

(1) Definitions. As used herein, the term:

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- (A) “Services” includes personal services of a professional or technical nature, such as accounting, architecture, construction, management consulting, engineering, legal, planning, or training.
 - (B) “Supplies” includes office equipment, facilities, and services to maintain and repair such supplies.
 - (C) “Procurement” means obtaining services and supplies for tribal government by competitive bid or by negotiation.
- (2) Application.
- (A) This policy applies to all actions to procure supplies, services and construction entered into by the CTSI after the effective date. It shall apply to every expenditure of funds by the CTSI for public purchasing, irrespective of the source of funds, including contracts which do not involve an obligation of funds (such as a concession contract); except nothing herein shall prevent CTSI from complying with the terms and conditions of any grant, contract, gift, or bequest that is otherwise consistent with law.
 - (B) Except as specifically provided in this manual or as directed by action of the Tribal Council, the General Manager is responsible for assuring that all property, services, and supplies necessary for tribal government are acquired and accounted for in accordance with the procedures described in this manual.
 - (C) Procurement of office supplies, equipment, and furniture must go through the tribal procurement officer for processing. Procurement of computer hardware, software, and related equipment must have approval of the IS Manager prior to acquisition.
 - (D) This policy is consistent with the Siletz Tribal Housing Department’s NAHASDA Procurement Policy, but where any provisions conflict, the more specific will apply; for example the NAHASDA Procurement Policy, in accordance with HUD regulations, sets the STHD Small Purchase authority at \$100,000.00, while this policy sets the general CTSI Small Purchase limit at \$10,000.00 as required by 25 CFR §276.12 and other funding agency regulations. Any conflict between the provisions of this Policy and federal regulations applicable due to contract, grant or otherwise, shall be resolved in favor of the applicable federal regulation.
 - (E) The term “procurement” as used in this policy, includes contracts and modifications (including change orders) for construction or services, as

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well as the purchase, lease, or rental of supplies and equipment.

- (3) Public Access to Procurement Information. Except for proprietary information, as identified in Requests for Proposals, by Bidders or Offerors, and/or as agreed by Contract, procurement information shall be a matter of public record and shall be available pursuant to the CTSI Public Records Ordinance §2.900.

- (b) Procurement Authority And Administration
 - (1) In all procurement transactions, CTSI shall to the greatest extent feasible provide preference to Indian-owned economic enterprises and Indian organizations and shall maintain and/or refer to lists of qualified Indian supply sources.

 - (2) The General Manager or his/her designee shall ensure that:
 - (A) Procurement requirements are subject to an annual planning process to assure efficient and economical purchasing;

 - (B) Where appropriate, an analysis is made of lease versus purchase alternatives, and any other appropriate analysis to determine the most economical approach to procurement;

 - (C) Contracts and modifications are in writing, clearly specifying any desired supplies, services, or construction, and are supported by sufficient documentation regarding the history of the procurement, including at a minimum the method of procurement chosen, the selection of the contract type, the rationale for selecting or rejecting offers, and the basis for the contract price;

 - (D) For procurements other than micro or small purchases, public notice is given of each upcoming procurement at least 10 days before a solicitation is issued; responses to such notice are honored to the maximum extent practical; a minimum of 30 days for main construction contracts and 15 days for other contracts is provided for preparation and submission of bids or proposals; and notice of contract award is made available to the public through Tribal Council resolution;

 - (E) Solicitation procedures are conducted in full compliance with Federal standards stated in applicable federal regulations and the Indian preference requirements and methods of procurement described at 24 CFR 1000;
 - (i) Solicitations shall include all information required by applicable Federal statutes, award documents, executive orders, and implementing regulations, as provided in the relevant funding

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agency's requirements.

- (F) An independent cost estimate is prepared before solicitation issuance and is appropriately safeguarded for each procurement above the small purchase limitation, and a cost or price analysis is conducted of the responses received for all procurements;
- (G) Contract award is made to the responsive and responsible bidder offering the lowest price, consistent with Indian preference requirements (for sealed bid contracts) or contract award is made to the offeror whose proposal offers the greatest value to CTSI, considering price, technical expertise, qualifications, and other factors as specified in the solicitation, including Indian preference (for contracts awarded based on competitive proposals) and unsuccessful firms notified within ten (10) days after contract award;
- (H) There are sufficient unencumbered funds available to cover the anticipated cost of each procurement before contract award or modification (including change orders), work is inspected before payment, and payment is made promptly for contract work performed and accepted.

(c) Procurement Methods

- (1) Selection of Method. When satisfying its needs by procurement, CTSI shall choose one of the following procurement methods, based on the nature and anticipated dollar value of the total requirement.
- (2) General Micro Purchase and Small Purchase.
 - (A) General. Any procurement not exceeding \$1,000.00 may be conducted in accordance with the micro purchase procedure authorized in this section. Procurements over \$1,000.00 but not exceeding \$10,000 may be conducted in accordance with the small purchase procedures authorized in this section. Contract requirements shall not be artificially divided so as to constitute a micro or small purchase under this section (except as may be reasonably necessary to comply with §2.023(a), Assistance to Small and Other Businesses).
 - (B) Petty Cash Purchases. Small purchases under \$20.00 which can be satisfied by local sources may be processed through the use of a petty cash account as provided in §2.027(a). Any petty cash purchase requires submission of a voucher with receipts to the Tribe's Controller or designee.
- (3) The Micro Purchase process is as follows:

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- (A) For purchases less than \$1,000.00, only one price quote is required, provided the purchaser considers the quote to be reasonable. Quotes may be obtained orally (either in person or by telephone), by catalog, fax, or email. If the purchase is made for reasons other than price, the documentation submitted must clearly describe the reason/criteria for the purchase.
 - (B) The Micro Purchase must be documented by an authorized purchase order, contract, or other appropriate documentation.
 - (C) Under the Micro Purchase procedure, the purchaser determines price reasonableness based on prior purchases of a similar nature or any other source of reliable information.
 - (D) A signed purchase order, contract, or reimbursement check request signifies that the authorizing signator has determined that the cost is reasonable.
- (4) The Small Purchase process is as follows:
- (A) Obtaining Quotes: CTSI shall solicit price quotations by phone, letter, or other informal procedure that allows participation by a reasonable number of competitive sources. When soliciting quotations, CTSI shall inform the sources solicited of the specific item being procured, the time by which quotations must be submitted, and the information required to be submitted with each quotation.

CTSI shall obtain written quotations; however, the written quote may be confirmation of a previous oral quote if it is submitted within 10 days or by the due date for submitting quotes. The CTSI Employee carrying out the procurement shall record and maintain as a public record the names, addresses, and/or telephone numbers of the offer and persons contacted, and the date and amount of each quotation.
 - (B) Competition. CTSI shall obtain quotations from a minimum of 3 qualified sources and document the procurement file with justification and Tribal Council approval if required. Refer to sub-section (c)(7) if unable to obtain at least 3 quotations.
 - (C) Award
 - (i) Award based on price. For small purchases awarded based on price and fixed specifications (i.e., not subject to negotiation), CTSI shall make award to the qualified Indian-owned economic enterprise or organization with the lowest responsive quotation if it is reasonable

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and no more than 10% higher than the lowest responsive quotation from a qualified non-Indian owned enterprise or organization. If the quotation is not within 10% of the lowest responsive quotation from any qualified source, then award shall be made to the source with the lowest quotation.

- (ii) Award based on price and other factors. For small purchases to be awarded based on price and other factors, a formal solicitation (request for proposals or request for quotations) shall be issued, including evaluation factors and a rating system to evaluate each proposal or quotation. The solicitation shall identify all evaluation factors, including cost or price. The solicitation shall reserve 15% of the total evaluation points for providing Indian preference. Award shall be made to the best proposal or quotation in accordance with the stated rating system.

(5) Sealed Bids

- (A) General: CTSI shall use the procurement method of sealed bids where required by regulation, grant agreement, and where the procurement is reasonable anticipated to be in excess of \$10,000.00. Competitive sealed bidding is appropriate if the following conditions are present: a complete, adequate, and realistic specification or purchase description is available; two or more responsible bidders are willing and able to compete effectively for the work; the procurement lends itself to a firm fixed price contract; and the selection of the successful bidder can be made principally on the basis of price. Sealed bidding is the preferred method for construction procurement. For professional service contracts, sealed bidding should not be used.
- (B) Solicitation and Receipt of Bids - Invitation for Bids (IFB).
 - (i) Issuance and amendment. An invitation for bids shall be issued including specification and all contractual terms and conditions applicable to the procurement. Any amendments to the invitation shall be in writing, and if it is necessary to issue an amendment within seven days of the bid opening, the bid opening shall be postponed until at least seven days after the issuance of the amendment. The invitation for bids shall state the time and place for both the receipt of bids and the public bid opening. All bids received shall be time-stamped but not opened and shall be stored in a secure place until bid opening. A bidder may withdraw its bid at up to three (3) days prior to bid opening.

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- (ii) Restricting solicitations (IFB Indian-owned). The invitation may be restricted to qualified Indian-owned economic enterprises and Indian organizations using the two-stage process outlined in 24 CFR 1000.52, if CTSI has a reasonable expectation of receiving the required number of bids from them. CTSI shall solicit bids from non-Indian as well as Indian-owned economic enterprises and Indian organizations if fewer than two qualified Indian-owned economic enterprises or organizations submit responsive bids.

- (C) Bid Opening. Bids shall be opened publicly and in the presence of at least one witness. An abstract of bids shall be recorded and the bids shall be available for public inspection.

- (D) Award. Award shall be made as provided in the invitation for bids by written notice to the successful bidder, as follows:
 - (i) Restricted solicitations: If the solicitation is restricted to Indian-owned economic enterprises and organizations, and two or more qualified Indian-owned economic enterprises or organizations submit responsive bids, award shall be made to the qualified enterprise or organization with the lowest responsive bid. If equal low bids are received, award shall be made by drawing lots or similar random method, unless otherwise provided in tribal or local law. If fewer than two qualified Indian-owned economic enterprises or organizations submit responsive bids, all bids shall be rejected, and CTSI shall cancel the solicitation and re-solicit, inviting bids from non-Indian as well as Indian-owned economic enterprises and organizations. (See sub-section (c)(7)).

 - (ii) Unrestricted solicitations. If the solicitation is not restricted to Indian-owned economic enterprises and organizations, award shall be made to the qualified Indian-owned economic enterprise or organization with the lowest responsive bid, if that bid is within the maximum total contract price established for the specific project or activity being solicited, and the bid is within the range specified in the Attachment to this policy (referred to as the X factor). If equal low bids are received from qualified Indian-owned economic enterprise or organizations, award shall be made by drawing lots or similar random method. If no responsive bid by a qualified, Indian-owned economic enterprise or organization is within range, award shall be made to the lowest qualified responsive bidder.

- (E) Mistakes in Bids.

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- (i) Correction or withdrawal of inadvertently erroneous bids may be permitted, where appropriate, before the bid opening by written or telegraphic notice received in the office designated in the invitation for bids prior to the time set for bid opening. After bid opening, corrections in bids shall be permitted only if the bidder can show by clear and convincing evidence that a mistake of a nonjudgmental character was made, the nature of the mistake, and the bid price actually intended. A low bidder alleging a nonjudgmental mistake may be permitted to withdraw its bid if the mistake is clearly evident on the fact of the bid document but the intended bid is unclear or the bidder submits convincing evidence that a mistake was made.
 - (ii) All decisions to allow correction or withdrawal of bid mistakes shall be supported by a written determination signed by the Contracting Officer. After bid opening, no changes in bid prices or to her provisions of bids prejudicial to the interest of CTSI or fair competition shall be permitted.
- (6) Competitive Negotiated Proposals
 - (A) General: CTSI shall use the procurement method of competitive proposals where required by regulation, grant agreement, and where the procurement is reasonably anticipated to be in excess of \$10,000.00. Competitive negotiated proposals, including turnkey proposals for development, may be used if there is an adequate method of evaluating technical proposals and where CTSI determines that conditions are not appropriate for the use of sealed bidding. An adequate number of qualified sources shall be solicited.
 - (B) Solicitation (RFP).
 - (i) General: The request for proposals (RFP) may be restricted to qualified Indian-owned economic enterprises and Indian organizations if CTSI has a reasonable expectation of receiving offers from two or more entities as stated in the RFP. CTSI shall solicit proposals from non-Indian as well as Indian-owned economic enterprises and Indian organizations if CTSI prefers not to restrict the RFP; or if unable to identify a sufficient number of qualified Indian-owned economic enterprises.
 - (ii) Evaluation Factors. The RFP shall clearly identify the relative importance of price and other evaluation factors and sub-factors, including the weight given to each technical factor and sub-factor.

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CTSI shall reserve 15% of the total number of available rating points in unrestricted solicitations for the provision of Indian preference in the award of contracts and subcontracts, and up to an additional 10% for evaluation of the Offerors' statement regarding training and employment of Indians. The proposals shall be evaluated only on the criteria stated in the request for proposals.

- (iii) Negotiations. In those situations where negotiations are deemed necessary, negotiations shall be conducted with Offerors who submit proposals determined to have a reasonable chance of being selected for award, based on evaluation against the technical and price factors as specified in the RFP. Offerors shall receive fair and equal treatment with respect to any opportunity for negotiation and revision of proposals. The purpose of negotiations shall be to seek clarification with regard to and advise Offerors of the deficiencies in both the technical and price aspects of their proposals to assure full understanding of and conformance to solicitation requirements.

No offerors shall be provided information about any other Offeror's proposal, and no Offeror shall be assisted in bringing its proposal up to the level of any other proposal.

Offerors shall not be directed to reduce their proposed process to a specific amount in order to be considered for award. A common deadline shall be established for receipt of proposal revisions based on negotiations.

- (iv) Award. After evaluation of proposal revisions, if any, the contract shall be awarded to the responsible firm whose qualifications, price and other factors considered, are the most advantageous to CTSI provided that the price is within the maximum total contract price established for the specific project or activity. For solicitations restricted to qualified Indian-owned economic enterprises and Indian organizations, if two or more entities submit acceptable proposals, award shall be made to the qualified Indian-owned economic enterprise or Indian organization with the best proposal, provided that the price is within the maximum total price established for the specific project or activity. When an RFP has been restricted to Indian-owned economic enterprises and Indian organizations and fewer than two submit acceptable proposals, CTSI may reject all proposals and re-solicit without restricting the RFP to qualified Indian-owned economic enterprises and Indian organizations, but CTSI may accept the sole proposal received, subject to Tribal Council and/or grantor approval, if required, in

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unusual circumstances, such as when CTSI determines that the delays caused by re-soliciting would cause higher costs, or where CTSI determines the proposal has a fair and reasonable price.

- (v) Architect/Engineer Service. Architect/Engineer services in excess of the small purchase limitation shall be obtained by the competitive proposals method for qualifications/based procurement whereby competitor's qualifications are evaluated and the most qualified competitor is selected subject to negotiation of fair and reasonable compensation. This (A/E services) is the only circumstance where price is not required to be (but may be) used as a selection factor. When contracting for A/E services, geographic location may be a selection criterion provided its application leaves an appropriate number of qualified firms, given the nature and size of the project to compete for the contract. Sealed bidding shall not be used to obtain architect/engineer services. These procedures shall not be used to purchase other types of services even though architect engineer firms are potential sources.

(7) Non-Competitive Exception For Procurement

- (A) Conditions for use. Procurement by noncompetitive proposals may be used only when the award of a contract is not feasible using small purchase procedures, sealed bids, or competitive proposals, and where required by regulation or funding agency policy, the funding agency specifically authorizes the use of noncompetitive proposals. In addition, any request for authority for a procurement by noncompetitive proposal must be supported by a written justification for using such procedures submitted to, and approved by, the Tribal Council based on a finding that one of the following applies:

- (i) Emergency. Either a direct Tribal Council finding that an emergency exists that seriously threatens the public health, welfare, or safety, or endangers property, or would otherwise cause serious injury to the CTSI, as may arise by reason of flood, earthquake, epidemic, riot, equipment failure, or similar event, or a Tribal Council finding that the General Manager was justified in making the same determination under emergency conditions in which the Tribal Council could not be convened.
 - a. In either situation, there must be an immediate and serious need for supplies, services or construction and the need cannot be met through any other procurement

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methods, and, the emergency procurement shall be limited to those supplies, services, or construction necessary to meet the emergency; or

- (ii) Limited Source for Procurement. Only one source of supply is available, and the Contracting Officer so certifies in writing; or
 - (iii) After solicitation of a number of sources, competition is determined inadequate; and
- (B) Price reasonableness. The reasonableness of the price for all procurements based on noncompetitive proposals shall be determined by performing a cost analysis, as described in sub-section(c)(8) below.
- (8) Cost And Price Analysis
- (A) General: A cost or price analysis shall be performed for all procurement actions, including contract modifications. The method and degree of analysis shall depend on the facts surrounding each procurement.
 - (B) Submission of Cost or Pricing Information. If the procurement is based on noncompetitive proposals, or when only one offer is received, or for other procurements as deemed necessary CTSI (e.g. when contracting for professions, consulting, or architect/engineer services) the Offeror or shall be required to submit:
 - (i) a cost breakdown showing projected cost and profit;
 - (ii) commercial pricing and sales information, sufficient to enable CTSI to verify the reasonableness of proposed price as a catalog or market price of a commercial product sold in substantial quantities to the general public; or
 - (iii) documentation showing that the offered price is set by law or regulation.
 - (C) Cost Analysis. Cost analysis shall be performed if an Offeror/Contractor is required to submit a cost breakdown as part of its proposal. When a cost breakdown is submitted, a cost analysis shall be performed of the individual cost elements. CTSI shall have a right to audit the contractor's book and records pertinent to such costs; with profit being analyzed separately. Cost shall be allowable only to the extent that they are consistent with applicable Federal cost principles (for commercial firms, Subpart 31.2 of the Federal Acquisition Regulation, 48 CFR Chapter 1). In

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establishing profit, CTSI shall consider factors such as the complexity and risk of the work involved the contractor's investment and productivity, the amount of subcontracting, the quality of past performance, and industry profit rates in the area of similar work.

- (D) Price Analysis. A comparison of prices shall be used in all cases other than those described in sub-section (d).
- (9) Cancellation Of Solicitations
- (A) An invitation for bids, request for proposals, or other solicitation may be canceled before offers are due, if CTSI no longer requires the supplies, services or construction; or if CTSI can no longer reasonably expect to fund the procurement, or if proposed amendments to the solicitation would be of such magnitude that a new solicitation would be desirable.
 - (B) A solicitation may be canceled and all bids or proposals that have already been received may be rejected if the supplies, services or construction are no longer required; or ambiguous or inadequate specifications were part of the solicitation; or the solicitation did not provide for consideration of all factors of significance to CTSI; or all bids received exceed available funds and it would not be appropriate to adjust quantities to come within available funds; or there is reason to believe that the bids or proposals may not have been independently arrived at in open competition, may have been collusive, or submitted in bad faith; or a condition for canceling a solicitation and re-soliciting, as specified in(c)(5)(D)(i) or (c)(5)(6)(iii) is met; or, for good cause when it is in the best interest of CTSI.
 - (C) The reasons for cancellation shall be documented in the procurement file and the reasons for cancellation and/or rejection shall be provided upon request to any Offeror solicited.
 - (D) A notice of cancellation shall be sent to all Offerors solicited and if appropriate, shall explain that they will be given an opportunity to compete on any re-solicitation or future procurement of similar items.
 - (E) For solicitations that are not restricted to Indian-owned economic enterprises or Indian organizations, and bids received in response to an invitation for bids are unreasonable prices, or only one bid is received and the price is unreasonable, CTSI shall cancel the solicitation and either:
 - (i) re-solicit using a request for proposals, or
 - (ii) complete the procurement by using the competitive proposal

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method, following paragraphs (c)(6)(B)(ii) and (c)(6)(B)(iii) above (when more than one acceptable bid has been received), or by using the noncompetitive proposal method and following(c)(6)(B)(iii) above (when only one bid is received at an unreasonable price), provided the Contracting Officer determines in writing that such action is appropriate, all bidders are informed of CTSI's intent to negotiate, and each responsible bidder is given a reasonable opportunity to negotiate.

(10) Bid Protests

- (A) Any actual or prospective contractor may protest the solicitation or award of a contract for serious violations of the principles of this policy. Any protest against a solicitation must be received before the due date for receipt of bids or proposals, and any protest against the award of a contract must be received within ten (10) calendar days after contract award, or the protest will not be considered. All bid protests shall be in writing, submitted to the Contracting Officer or designee, who shall issue a written decision on the matter. The Contracting Officer may, at his or her discretion, suspend the procurement pending resolution of the protest, if warranted by the facts presented.

(11) Protests Involving Indian Preference

- (A) Complaints arising out of any of the methods of providing for Indian preference shall be handled in accordance with 24 CFR 1000.54.

(12) Cooperative Purchasing

- (A) CTSI may enter into federal, state and/or local inter-governmental agreements to purchase or use common goods and services. The decision to use an intergovernmental agreement or conduct a direct procurement shall be based on economy and efficiency. If used, the intergovernmental agreement shall stipulate who is authorized to purchase on behalf of the participating parties and shall specify inspection, acceptance, termination, payment, and other relevant terms and conditions. CTSI employees are encouraged to use Federal or State excess and surplus property instead of purchasing new equipment and property whenever such use is feasible and reduces project costs.

(d) Contractor Qualifications And Duties

- (1) Contractor Responsibility. Procurements shall be conducted only with responsible contractors, i.e., those who have the technical and financial competence to perform and who have a satisfactory record of integrity. Before awarding a contract, CTSI

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shall review the proposed contractor's ability to perform and contract successfully, considering factors such as the contractor's integrity (including a review of the List of Parties Excluded from Federal Procurement and Non-procurement Programs published by the U.S. General Services Administration), compliance with any public policy, record of past performance (including contacting previous clients of the contractor such as other Tribes), and financial, administrative, and technical capability to perform contract work of the size and type involved and within the time provided under the contract. If a prospective contractor is found to be non responsible, a written determination of non-responsibility shall be prepared and included in the contract file, and the prospective contractor shall be advised of the reasons for the determination.

(2) Suspension And Debarment

- (A) CTSI shall not hire or award any contracts in excess of \$25,000 to any debarred, suspended, or ineligible vendors or contractors and will not hire any employee who has been debarred or suspended by the Federal Government.
 - (i) On all Tribal contracts in excess of \$25,000, a provision shall state that the vendor or contractor certifies that the vendor or contractor has not been debarred or suspended by the Federal Government.
 - (ii) Procedures for certifying eligibility (non-debarment):
 - a. Human Resources shall check the federal website as one part of each employee reference check.
 - b. Program Directors shall check the federal website prior to issuing a purchasing requisition/purchase order or requesting signing of a contract and shall certify in writing that the vendor has been checked.
- (B) CTSI may suspend or debar a contractor under Tribal Law. The Tribe shall track such suspensions and/or debarments on a form accessible to all Tribal entities, which lists the name, identifying information, and term of suspension or debarment. The serious nature of debarment and suspension requires that these sanctions be imposed only in the public interest for the Tribe's protection and not for purposes of punishment. The Tribe shall impose debarment or suspension only for the causes and in accordance with the procedures set forth in this subpart.

§ 2.020 TRIBAL DEBARMENT

- (a) General.

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- (1) It is the Tribal Administration General Manager’s responsibility to determine whether debarment is in the Tribe’s interest. The General Manager may, in the Tribal interest, debar a contractor for any of the causes in **sub-section (C) below**, using the procedures in **sub-section (D)**. The existence of a cause for debarment, however, does not necessarily require that the contractor be debarred; the seriousness of the contractor’s acts or omissions and any remedial measures or mitigating factors should be considered in making any debarment decision. If a cause for debarment exists, the contractor has the burden of demonstrating, to the satisfaction of the General Manager, its present responsibility and that debarment is not necessary.
 - (2) Debarment constitutes debarment of all organizational elements of the contractor, unless the debarment decision is limited by its terms.
 - (3) A contractor’s debarment, or proposed debarment, shall be effective for all Tribal entities.
- (b) Definitions. As used in this subpart.
- (1) “Affiliates.” Business concerns, organizations, or individuals are affiliates of each other if, directly or indirectly, (1) either one controls or has the power to control the other, or (2) a third party controls or has the power to control both. Indicia of control include, but are not limited to, interlocking management or ownership, identity of interests among family members, shared facilities and equipment, common use of employees, or a business entity organized following the debarment, suspension, or proposed debarment of a contractor which has the same or similar management, ownership, or principal employees as the contractor that was debarred, suspended, or proposed for debarment.
 - (2) “Civil judgment” means a judgment or finding of a civil offense by any court of competent jurisdiction.
 - (3) “Contractor” means any individual or other legal entity that:
 - (4) Directly or indirectly (*e.g.*, through an affiliate), submits offers for or is awarded, or reasonably may be expected to submit offers for or be awarded, a Tribal contract, including a contract for carriage under Tribe or commercial bills of lading, or a subcontract under a Tribal contract; or
 - (5) Conducts business, or reasonably may be expected to conduct business, with the Tribe as an agent or representative of another contractor.

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- (6) “Indictment” means indictment for a criminal offense. And information or other filing by competent authority charging a criminal offense is given the same effect as an indictment.
 - (7) “Legal proceedings” means any civil judicial proceeding to which the Tribe is a party or any criminal proceeding. The term includes appeals from such proceedings.
- (c) Causes for Debarment.
- (1) The General Manager may debar a contractor for:
 - (A) Upon the basis of a conviction or plea of no contest to:
 - (i) Commission of fraud or a criminal offense in connection with—
 - (ii) Obtaining;
 - (iii) Attempting to obtain; or
 - (iv) Performing a public contract or subcontract.
 - (v) Violation of federal or tribal law relating to the submission of offers;
 - (vi) Commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, violating Federal or tribal criminal tax laws, or receiving stolen property; or
 - (vii) Commission of any other offense indicating a lack of business integrity or business honesty that seriously and directly affects the present responsibility of a Tribal contractor or subcontractor.
 - (B) Where a conviction or plea of no contest has not already been obtained, the General Manager may debar a contractor upon a preponderance of the evidence, for any of the following:
 - (i) Subsection above;
 - (ii) Violation of the terms of a Tribal contract or subcontract so serious as to justify debarment, such as:
 - (iii) Willful failure to perform in accordance with the terms of one or more contracts; or

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- (iv) A history of failure to perform, or of unsatisfactory performance of, one or more contracts.
 - (v) Violations of the Drug-Free Workplace Act of 1988 (Pub. L. 100-690)
 - (vi) Knowing failure to timely disclose to the Tribe, in connection with the award, performance, or closeout of the contract or a subcontract there under, credible evidence of:
 - (a) Violation of Federal or tribal criminal or civil law involving fraud, conflict of interest, bribery, or gratuity violations or significant overpayment(s) on the contract.
 - (C) Any other cause of so serious or compelling a nature that it affects the present responsibility of the contractor or subcontractor.
- (d) Procedures.
- (1) Investigation and referral. Any potential debarment matter shall be reported to the responsible Department Head and to the General Manager. The General Manager shall designate an investigator for the Tribe.
 - (2) Decision making process.
 - (A) The debarment decision making process shall be as informal as is practicable, consistent with principles of fundamental fairness.
 - (B) The contractor (and any specifically named affiliates) shall be provided full and complete notice of the proposed debarment, and shall be provided with a date and time for a hearing before the General Manager or designee which shall be an opportunity to submit, in person, in writing, or through a representative, information and argument in opposition to the proposed debarment.
 - (C) At the hearing the contractor shall have an opportunity to appear with counsel, submit documentary evidence, present witnesses, and confront any person the Tribe presents; and
 - (D) The Tribe shall make a record of the proceedings and make it available at cost to the contractor upon request.
 - (3) Notice of proposal to debar. A notice of proposed debarment shall be issued by the General Manager advising the contractor and any specifically named affiliates:

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- (A) That debarment is being considered;
 - (B) Of the reasons for the proposed debarment in terms sufficient to put the contractor on notice of the conduct or transaction(s) upon which it is based;
 - (C) Of the cause(s) relied upon under sub-section (C) above for proposing debarment;
 - (D) That, within ten (10) days after receipt of the notice, the contractor may submit, in person, in writing, or through a representative, a request for a hearing, information and argument in opposition to the proposed debarment, including any additional specific information that raises a genuine dispute over the material facts; and
 - (E) A copy of this policy.
- (4) General Manager's decision.
- (A) In actions where the Tribe has received evidence of a conviction or civil judgment, or in which there is no genuine dispute over material facts, the General Manager shall make a decision on the basis of all the information in the administrative record, including any submission made by the contractor. The decision shall be made within 30 working days after receipt of any information and argument submitted by the contractor, unless the General Manager extends this period for good cause.
 - (i) In actions in which additional proceedings are necessary as to dispute material facts, written findings of fact shall be prepared. The General Manager shall base the decision on the facts as found, together with any information and argument submitted by the contractor and any other information in the administrative record.
 - (ii) The General Manager's decision shall be made after the conclusion of the proceedings with respect to disputed facts.
 - (iii) In any action in which the proposed debarment is not based upon a conviction or civil judgment, the cause for debarment must be established by a preponderance of the evidence.
- (5) Notice of General Manager's decision.
- (A) If the General Manager decides to impose debarment, the contractor and any affiliates involved shall be given prompt notice including:
 - (B) Referring to the notice of proposed debarment;

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- (C) Specifying the reasons for debarment;
 - (D) Stating the period of debarment, including effective dates;
 - (E) Advising that the debarment is effective throughout the Tribe; and
 - (F) Providing the forms required by the Tribal Administrative Procedures Ordinance §2.700 et seq.
 - (G) If debarment is not imposed, the General Manager shall promptly notify the contractor and any affiliates involved.
- (6) The General Manager may enter into an administrative agreement with the contractor in order to resolve a debarment proceeding.
- (7) Period of debarment.
- (A) Debarment shall be for a period commensurate with the seriousness of the cause(s). Generally, debarment should not exceed 3 years. If suspension precedes a debarment, the suspension period shall be considered in determining the debarment period.
 - (B) The General Manager may extend the debarment for an additional period, if the GM determines that an extension is necessary to protect the Tribe's interest. However, a debarment may not be extended solely on the basis of the facts and circumstances upon which the initial debarment action was based.
 - (C) The General Manager may reduce the period or extent of debarment, upon the contractor's request, supported by documentation, for reasons such as:
 - (i) Newly discovered material evidence; or
 - (ii) Reversal of the conviction or civil judgment upon which the debarment was based; or
 - (iii) Bona fide change in ownership or management; or
 - (iv) Elimination of other causes for which the debarment was imposed; or
 - (v) Other reasons the General Manager deems appropriate.
- (8) Scope of Tribal debarment.

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- (A) The fraudulent, criminal, or other seriously improper conduct of any officer, director, shareholder, partner, employee, or other individual associated with a contractor may be imputed to the contractor when the conduct occurred in connection with the individual's performance of duties for or on behalf of the contractor, or with the contractor's knowledge, approval, or acquiescence. The contractor's acceptance of the benefits derived from the conduct shall be evidence of such knowledge, approval, or acquiescence.
 - (B) The fraudulent, criminal, or other seriously improper conduct of a contractor may be imputed to any officer, director, shareholder, partner, employee, or other individual associated with the contractor who participated in, knew of, or had reason to know of the contractor's conduct.
 - (C) The fraudulent, criminal, or other seriously improper conduct of one contractor participating in a joint venture or similar arrangement may be imputed to other participating contractors if the conduct occurred for or on behalf of the joint venture or similar arrangement, or with the knowledge, approval, or acquiescence of these contractors. Acceptance of the benefits derived from the conduct shall be evidence of such knowledge, approval, or acquiescence.
- (9) Suspension.
- (A) The General Manager may, in the public interest, suspend a contractor for any of the causes in §2.020(C), pending further investigation.
 - (B) Suspension shall be for a temporary period pending the completion of investigation and any ensuing legal proceedings (including an action for debarment pursuant to §2.020(D) above), unless sooner terminated by the suspending official or as provided in this subsection.
 - (C) If legal proceedings are not initiated within three months after the date of the suspension notice, the suspension shall be terminated.
 - (D) The scope of suspension shall be the same as that for debarment (see §2.020(D)(8), except that the procedures of §2.020(D) need not be used in imposing suspension

§ 2.021 QUALIFIED BIDDERS LIST

At least annually, CTSI shall give interested businesses notice and an opportunity to be included on qualified bidder's lists. Any pre qualified list of persons, firms or products which are used in the procurement of supplies and services shall be kept current and shall include enough qualified sources to ensure competition. Lists of pre-qualified Indians, Indian enterprises, or Indian organizations shall be

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maintained by CTSI. Contractors and other firms may qualify during any solicitation period.

§ 2.022 BONDS

(a) Bid Guarantee – For any construction, rehabilitation, and/or construction equipment contract exceeding \$10,000.00, all bids must be accompanied by a bid guarantee equivalent to 5% of the bid price. The bid guarantee can be in the form of a bid bond, certified check, bank draft, U.S. Government bonds at par value, or other negotiable instrument, and where the work or contract is to be performed on an Indian reservation area, the bid guarantee may also be an irrevocable Letter of Credit comparable to the criteria listed in subsection 2(d) below. Certified checks and bank drafts must be made payable to the order of CTSI. The bid guarantee shall insure the execution of contractual documents and the furnishing of a method of assurance of completion by the successful bidder as required by the solicitation. Failure to submit a bid guarantee with the bid shall result in the rejection of the bid. Bid guarantees submitted by unsuccessful bidders will be returned as soon as practicable after bid opening.

(b) Development & rehabilitation contracts: For construction or facility improvement contracts or subcontracts exceeding \$100,000.00, a successful bidder shall be required to submit one of the following forms of assurance of completion, in accordance with the approved method(s) set forth in the solicitation, within 10 days after contract award and as a condition of any contract.

- (1) Performance and Payment bonds in a penal sum of 100% of the total contract price; or
- (2) Separate performance and payment bonds, each for 50% or more of the contract price; or
- (3) a cash escrow deposited with CTSI of not less than 20% of the total contract price; or
- (4) An irrevocable letter of credit for 25% of the total contract price unconditionally payable upon demand of CTSI; or
- (5) If allowed by regulation of any applicable funding agency, an irrevocable letter of credit for 10% of the total contract price unconditionally payable upon demand of CTSI, subject to compliance with a Monitoring and Disbursements Agreement.

(c) Bonds must be obtained from guarantee or surety companies acceptable to the United State Government, as listed in U.S. Treasury Circular Number 570. Individual sureties are not acceptable. 3. Each bond shall clearly state the rate of premium and the total amount of premium charged. The current power of attorney for the person who signs for the surety must be attached to the bond. The effective date of the power of attorney shall not precede the date of the bond. The effective date of the bond shall be on or after the execution date of the contract.

(d) Failure by the successful bidder to obtain the required assurance of completion within the

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time specified, or within such extended period as the General Manager, at his or her discretion, may grant, shall render the bidder ineligible for award. CTSI may then either award the contract to the next lowest responsible bidder, if approved by Tribal Council, or solicit new bids. CTSI may retain the ineligible bidder's bid guarantee.

§ 2.023 ASSISTANCE TO SMALL AND OTHER BUSINESSES

(a) Required Efforts

(b) The CTSI shall make efforts to ensure that small businesses and individuals or firms located in or owned in substantial part by persons residing in the area of the CTSI project are used when required by a funding agency, regulation, and whenever possible. Such efforts shall include, but not be limited to:

- (1) Including qualified firms on solicitation mailing lists;
- (2) Encouraging participation through direct solicitation of bids or proposals;
- (3) When economically feasible, dividing total requirements into smaller tasks or quantities to permit maximum participation;
- (4) Establishing delivery schedules, where the requirements permits, which encourage participation by such firms;
- (5) Using the services and assistance of the Small Business Administration;
- (6) Including a clause in contracts requiring contractors to the greatest extent feasible to provide opportunities for training and employment for lower income residents of the project area and to award subcontracts for work in connection with the project to business concerns which are located in, or owned in substantial part by persons residing in the area of the project, as described in 24 CFR 135, pursuant to Section 3 of the HUD Act of 1968.

(c) Definitions

- (1) A small business is defined as: a business that is independently owned; not dominant in its field of operation; and not an affiliate or subsidiary of a business dominant in its field of operations. The size standards in 13 CFR 121 shall be used, unless CTSI determines that their use is inappropriate.
- (2) A business concern located in the area of the project is defined as:
 - (A) An individual; or
 - (B) A firm located within the project area as determined pursuant to 24 CFR

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135.15 and meeting the definition of small business above. A business concern owned in substantial part by persons residing in the area of the project is one that is 51% or more owned by persons residing within the project and considered by the U.S. Small Business Administration to be socially or economically disadvantaged and meeting the definition of small business above.

§ 2.024 INDIAN PREFERENCE IN PROCUREMENT REQUIREMENTS

(a) General. To the greatest extent feasible, preference shall be given to Indian organizations and Indian-owned economic enterprises in the award of all contracts and subcontracts.

Preference must be provided in accordance with the methods set forth in 24 CFR 1000.52. Where Indian preference is determined not to be feasible, the responsible department shall document in the procurement file the basis for its findings, along with General Manager approval. Indian preference applies not only on-site, on the reservation, or within the CTSI's jurisdiction, but also to contracts with firms that operate outside these areas.

(b) Eligibility. Eligibility for Indian preference shall be established in accordance with the procedures in 24 CFR 1000.52. If CTSI or its prime contractor determines an applicant ineligible for Indian preference, the CTSI or prime contractor shall notify the applicant in writing before contract award, or filling the position or providing the desired training.

(c) Solicitations shall include all information required by Federal statutes, executive orders, and their implementing regulations, as provided in the relevant funding agency's requirements, including but not limited to, the following:

- (1) A statement of the applicability of Indian preference to the solicitation, a date and time before the due date for Offerors by which offerors must submit evidence of eligibility for Indian preference, and to whom such submissions must be made.
- (2) the requirements of Section 3 of the Housing and Urban Development Act of 1968.
- (3) Information as to whether CTSI maintains lists of Indian-owned economic enterprises and Indian organizations by trade specialty, which are available to contractors and subcontractors for use in meeting Indian preference responsibilities.

(d) A requirement that Offerors (and their subcontractors) provide a statement describing how they will provide Indian preference in subcontracting, training, and employment, including the number or percentage of Indians to be employed and trained.

(e) CTSI's description of how information to be submitted on Indian preference will be evaluated and the factors that CTSI will use in judging the adequacy of the Indian preference information submitted.

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(f) A statement that failure to submit the required Indian preference statements on subcontracting, training, and employment shall be grounds for rejection of the offer.

(g) A requirement that such contractor and subcontractor submit a certification with supporting evidence to CTSI whenever it is not feasible to provide Indian preference in subcontracting.

(h) For requests for proposals that are not restricted to Indian-owned economic enterprises or Indian organizations, the percentage or number of points set aside for Indian preference and the method for allocating these points.

(i) A requirement in unrestricted RFP's that subcontractors using request for proposals solicit subcontracts by reserving 15% of the available rating points for Indian preference in subcontracting and the criteria to be used in evaluating subcontractor proposals; and

(j) A requirement that offerors submit a list of core crew employees with their offers and that contractors and subcontractors are required to provide preference to the greatest extent feasible by hiring qualified Indians in all positions other than core crew positions.

(k) a clause implementing Section 7(b) of the Indian Self-Determination and Education Assistance Act, where applicable:

(1) the grounds for termination of a contract or the imposition of penalties for improper subcontracting or false certification as to subcontracting with Indian enterprises or organizations.

(l) Monitoring and Remedies. The CTSI shall monitor the implementation of Indian preference in its contracts, subcontracts, training, and employment, and take appropriate remedial action to ensure compliance.

§ 2.025 ETHICS IN PUBLIC CONTRACTING

(1) General

The CTSI shall adhere to Tribal codes of conduct.

(b) Conflict Of Interest

No employee, officer or agent of CTSI shall participate directly or indirectly in the selection or in the award or administration of any contract, if a conflict, real or apparent, would be involved. Such conflict would arise when a financial or other interest in a firm selected for award is held by:

(1) An employee, officer or agent involved in making the award;

(2) His/her immediate family member, as defined in the Tribal Personnel Manual §2.803(i) and Tribal Council Ethics Ordinance §2.200.

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- (3) His/her partner (business or personal), or other business associate; or,
- (4) An organization which employs, is negotiating to employ, or has an arrangement concerning prospective employment of any of the above.

(c) **Gratuities, Kickbacks, And Use Of Confidential Information**

CTSI Employees shall not solicit or accept gratuities, favors, or anything of monetary value from contractors, potential contractors, or subcontractors, and shall not knowingly use confidential information for actual or anticipated personal gain. CTSI Employees shall comply with the requirements of the Tribal Personnel Manual §2.083(h).

(1) **Prohibition Against Contingent Fees**

Contractors shall not retain a person to solicit or secure a CTSI contract for a commission, percentage, brokerage, or contingent fee, except for bona fide employees.

(2) **Violations Of Ethical Standards**

The General Manager and Tribal Council are responsible for enforcing sanctions for violations of ethical standards in accordance with applicable Tribal law (the Personnel Manual and/or Tribal Council Ethics Ordinance).

§ 2.026 TYPES OF CONTRACTS, CLAUSES, AND CONTRACT ADMINISTRATION

(a) Any type of contract which is appropriate to the procurement and which will promote the best interests of CTSI may be used, provided that cost-plus-a-percentage-of-cost and percentage of construction cost methods are prohibited. A cost reimbursement contract shall not be used. A time and material contract may be used only if a written determination is made that no other contract type is suitable, and the contract includes a ceiling price that the contractor exceeds at its own risk.

(b) **Options**

Options for additional quantities or performance periods may be included in contracts, provided that: (i) the option is contained in the solicitation; (ii) the option is a unilateral right of CTSI; (iii) the contract states a limit of the additional quantities and the overall term of the contract; (iv) the options are evaluated as part of the initial competition; (v) the contract states the period within which the options may be exercised; (vi) the options may be exercised only at the price specified in or reasonably determined contract; and (vii) the options may be exercised only if determined to be more advantageous to CTSI than conducting a new procurement.

(c) **Contract Clauses**

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- (1) In addition to containing a clause identifying the contract type, all contracts must include any clauses required by Federal statutes, executive orders, and their implementing regulations, as provided in the relevant funding agency's requirements.
 - (2) Unless otherwise agreed to by Tribal Council or the General Manager, all contracts or agreements shall, at least, address the following issues:
 - (A) Names of the parties;
 - (B) A description of each party including whether the party is an individual, a business and the type of entity;
 - (C) The term of the agreement, and whether the agreement is automatically renewable;
 - (D) The subject matter of the agreement (what is supposed to be done);
 - (E) The consideration to be paid;
 - (F) The payment of actual expenditures and/or mileage;
 - (G) The names and addresses of each parties' agent for the purpose of receiving notice;
 - (H) The termination of contract or escape clause;
 - (I) The administrative, contractual, and legal remedies available if the contractor violates or breaches the contract. All contracts of \$25,000 or more will also specify the conditions where the contract may be terminated for default or for circumstances beyond the control of the contractor.
 - (J) The clauses regarding Indian preference described in Section VIII.C.3.
- (d) Contract Review and Authorization.
- (1) Legal Review.
 - (A) All contracts presented to CTSI by an outside entity must be reviewed by legal counsel.
 - (B) All contracts generated by CTSI over the amount of \$5,000.00 must be reviewed by legal counsel.

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- (2) All contracts must be reviewed, signed and approved by the General Manager or Tribal Council, as follows:
 - (A) Any contract or agreement for services or supplies in an amount not to exceed \$50,000 during any calendar year may be negotiated by the General Manager or a staff representative delegated such authority, and reviewed by legal counsel.
 - (B) Any contract or agreement for services or supplies in an amount exceeding \$50,000 must be negotiated by the Tribal Chairman, General Manager, or delegate, and reviewed by legal counsel.
 - (C) The General Manager may approve and sign any negotiated contract or agreement in an amount not to exceed \$50,000.
 - (D) The Tribal Council may approve and the Tribal Chairman will sign any negotiated contract or agreement in any amount. Tribal Council may delegate authority to negotiate contracts to specified staff.
 - (E) Except as otherwise specifically provided in the Siletz Tribal Code, only Tribal Council may waive tribal sovereign immunity. Any waiver shall be in accordance with Siletz Tribal Code §2.250, Limited Waiver of Siletz Tribal Sovereign Immunity Ordinance.

(e) **Contract Administration.** A contract administration system designed to insure that contractors perform in accordance with their contracts shall be maintained. Each department responsible for monitoring the construction or development process must administer the contract to ensure the Tribe receives all the final services and products for which it contracted. The operational procedures required by §2.026 above, shall contain guidelines for inspection of supplies, services, or construction, as well as monitoring contractor performance, status reporting on construction contracts, and similar matters.

§ 2.065 FRINGE BENEFITS COMMITTEE POLICY

- (a) **Tribal Council Role and Responsibility**
 - (1) Tribal Council shall appoint a Fringe Benefits Committee.
 - (2) Tribal Council shall approve all of the following material changes or modifications to the Group Benefits Plan:
 - (A) Change of a financial nature including but not limited to changes to premiums, co-insurance, co-pays, deductibles, and out-of-pocket

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maximums.

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- (B) Any other change or modification that would affect the liability of the Group Benefits Plan.
- (b) Fringe Benefit Committee Role and Responsibility
- (1) The Committee shall obtain a simple majority vote from the quorum of its members for all material changes or operational decisions to the Plan. Quorum shall be five votes. Committee members may serve for an undefined duration.
 - (2) The Committee shall consist of a total of eight (8) voting members. The voting members and alternates shall be identified by each entity. The breakdown of voting members by entity is as follows:
 - (A) CWCR- 3
 - (B) CTSI- 2
 - (C) STGC- 1
 - (D) STBC- 1
 - (E) Tribal Council- 1
 - (3) The Committee shall meet no less than quarterly. Any two members may call for a Special Committee meeting. Notice of meeting shall be sent out to members seven days before the scheduled meeting date or special meeting date.
 - (4) The Committee shall review and render decision for all Plan contracts and or renewals.
 - (5) The Committee shall review and render decisions for all Plan complaints and grievances that are not resolved at the Plan Administrator level.
 - (6) The Committee shall review and render decisions for all Plan appeals.
 - (7) The Committee shall ensure that any major services or material purchases provided by external vendors shall follow the required CWCR procurement processes.
- (c) Miscellaneous
- (1) The Governmental Entities and or Enterprises may recommend revisions to the general terms of the Official Definition of Authority of the Group Benefits Committee through the Plan Administrator at any time.
 - (2) Waiver of Group Benefits Guidelines: The General Managers of the Tribal Government or its Enterprises may request through Group Benefits Committee a

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waiver of fringe benefits guidelines.

- (A) The waiver shall be made on a case by case basis.
- (B) The waiver shall comply with ERISA rules as well as the insurance providers eligibility requirements.
- (C) The waiver shall be presented to the Group Benefits Committee for review and recommendation for approval by Tribal Council.

(d) Scope

- (1) This policy shall apply to any of the participating CTSI Government Entities and participating Tribal Enterprises.
- (2) This policy covers the following Plans:
 - (A) Group Health Plan - Medical, Dental, Vision and Prescription
 - (B) Group Life, Accident and Dismemberment Plan
 - (C) Group Long Term and Short Term Disability Plan
 - (D) Group Stop Loss Reinsurance Plan
- (3) This policy does not apply to the following:
 - (A) Workers Compensation
 - (B) 401K
 - (C) Property and Casualty Insurance
 - (D) General Liability and Umbrella Coverage
 - (E) Marine Insurance and Business Interruption Insurance
 - (F) Other Governmental Benefits
 - (G) Other Enterprise Benefits

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§ 2.066 401(k) RETIREMENT PLAN COMMITTEE POLICY

- (a) Tribal Council
- (1) Tribal Council shall appoint a 401(k) Retirement Plan Committee.
 - (2) Tribal Council approval is required on all material changes or modifications to the Plan.
 - (3) 401(K) Retirement Plan Administrator (Trustee) (herein referred to as “Plan Administrator”).
 - (4) The Plan Administrator is responsible for chairing the meeting, managing all operational decisions, renewals, contractual obligations, plan changes, modifications, deletions and the initiation of such, as well as audit accounts and maintenance of official recordkeeping for all Plan Members.
 - (5) The Plan Administrator shall evaluate, at a minimum once yearly, the Plan design and in turn recommend modifications, additions and deletions to the 401(K) Plan Committee (Committee) for review.
 - (6) The Plan Administrator shall recommend to approval by the Tribal Council all material changes to the Plan.
 - (7) The Plan Administrator shall be responsible for communicating all Tribal Council and Committee decisions to the pertinent Plan Members.
 - (8) The Plan Administrator shall make sure that all government and its Enterprises are represented in the Committee.
 - (9) The Plan Administrator has signing authority for all routine operational documents. E.g. check runs, premium payments and audit findings.
 - (10) The Plan Administrator shall designate an alternate where necessary.
- (b) 401(K) Retirement Plan Committee (herein referred to as “Committee”)
- (1) The Committee shall consist of five voting members, one from each tribal entity (CWCR, CTSI, STBC, STGC, TC). Quorum shall be a simple majority of the voting members. Committee members’ may serve for an undefined duration. Committee membership is approved by Tribal Council. The voting members and

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alternates shall be identified by each entity. The Committee shall meet no less than annually. Any two members may call for a Special Committee meeting. Notice of meeting shall be sent out to members seven days before the scheduled meeting date or special meeting date. The Plan Administrator may waive notice of meeting timeline when necessary as long as all designated entity committee members have been contacted.

- (2) The Committee shall review and render decision for all Plan contracts and/or renewals.
 - (3) The Committee shall ensure that any major services or material purchases provided by external vendors shall follow the required CTSI procurement processes.
- (c) Miscellaneous
- (1) The Governmental Entities and or Enterprises may recommend revisions to the general terms of the Official Definition of Authority of the Committee through the Plan Administrator at any time.
- (d) Scope
- (1) This committee shall include all CTSI Government Entities and Tribal Enterprises.