



Spokane Tribe of Indians

P.O. Box 100 - Wellpinit, WA 99040 - Ph. (509) 258-4581

CENTURY OF SURVIVAL
1881 - 1981

REQUEST FOR BID

FOR

Water/Wastewater Control Board and Electrical Upgrades

RFB24-005

BY

SPOKANE TRIBE OF INDIANS

Contact	Trina Andrew
Phone	(509)458-6550
Opening Date	11/28/2023
Closing Date	12/8/2023 4:30 p.m. Extended 12/22/2023
Return Location	Spokane Tribe Purchasing/Property Department
Delivery Address	Spokane Tribe of Indians 6195 Ford/Wellpinit Road PO Box 100 Wellpinit WA, 99040
Email	Trina.Andrew@spokanetribe.com

Introduction

The SPOKANE TRIBE OF INDIANS is requesting bids from responsive, responsible, and qualified firms for the Water/Wastewater Control Board and Electrical Upgrade at water/wastewater sites on the Spokane Indian Reservation.

The Spokane Tribe of Indians is utilizing federal funding to complete this project, this means the vendor will need to abide by the guidelines and limitations that are associated with the funding. Furthermore, the vendor will need to perform site walks at each location to assess the current systems in place at each site. Finally, the vendor must purchase all the necessary equipment and must provide training for the staff of the Spokane Tribal Utilities Program.

On behalf of the Spokane Tribe of Indians we hereby request bids from vendor/vendors possessing the ability to perform the required tasks as described below.

To be considered, responsive, responsible, reliable, qualified, and possessing the ability to complete the entire project, your proposal must be received by Trina Andrew, Purchasing/Property Manager, Spokane Tribe of Indians, on or before the above closing date and time. The Tribe reserves the right to reject any or all submitted proposals in its discretion, and to modify or cancel this request for proposal. Proposals may be delivered by:

Postal services, to the following address – P.O Box 100, Wellpinit WA, 99040 –1 mailed copy of the proposal is required.

Emailed to the following – Trina.Andrew@spokanetribe.com

Hand delivered to the following address - 6195 Ford Wellpinit Road, Wellpinit WA, 99040

Vendors/Vendors are strongly encouraged to carefully read the entire request for proposal. The Spokane Tribe of Indians is a federally recognized Indian Tribe and is eligible for GSA and/or government pricing. This project is federally funded and as such certain requirements exist under the funding regulations. There are no expressed or implied obligations for the Spokane Tribe to reimburse the responding firms for any expenses incurred in preparing proposals in response to this request.

Contact Person

Inquiries concerning the request for proposal and the subject of the request for bids can be made to:

Trina Andrew
Property/Purchasing Manager
(509) 458-6550
Spokane Tribe of Indians
6195 Ford Wellpinit Road, Wellpinit, WA99040w

During the review of all submitted proposals The Spokane Tribe reserves the right, where it may serve the Tribe's best interest, to request additional information or clarification from proposers or allow the correction of errors or omissions. At the discretion of the Tribe, vendors submitting proposals may be requested to make oral presentations.

The Tribe reserves the right to retain all proposals submitted and proposals become the property of the Tribe. Submission of a proposal indicates acceptance by the vendor of the conditions contained in this request for proposal.

Term of Engagement

The awarded vendor will be obligated and authorized to sign and/or enter into a contract with the Spokane Tribe for the scope of work listed in this request for proposals for the duration of the project.

Scope of Work

The vendor will be responsible for the engineering, design, construction and purchasing of equipment for a control board and electrical system upgrade at water/wastewater sites located on the Spokane Indian Reservation.

The vendor will need to obtain the proper TERO, State, County and Federal permits for this project. To add, all necessary project documents must be approved and archived by the Spokane Tribe of Indians Public Works Director. This includes the design, invoices, as-builts and other engineering documents.

The construction and maintenance of the control board and electrical connections shall be maintained by the awarded vendor for a period of 5 years (with the option for the Spokane Tribal Utilities Program manager or their designee to extend the contract for up to 5 additional years and continual extensions or renewals as required) with follow-up support options provided by the awarded vendor. The awarded vendor must be willing and able to offer and provide all necessary requirements and/or needs for any future upgrades during this time.

Summary of the project:

The awarded vendor must review each site regarding this project with the Spokane Tribal Utilities Program Manager or their designee. The vendor must design, purchase, and construct the necessary equipment to upgrade the control boards and electrical equipment at each of the sites. The vendor will be required to have the following for each site: equipment breakdown, design documents, performance testing and staff training.

The successful vendor will be required to provide the following:

- Include ground excavate, construct, and burial.
- The vendor will be responsible for all applicable permits and licenses required by the Tribe (i.e., TERO), County, State and Federal Government. Each permit will be on behalf of the Tribe.
- Construction is to start after all agreements, permits and designs have been discussed and approved.
- Construction is to be completed October 2024, barring any equipment delays.
- Include maintenance and support for a period of 5 years with the option for extensions as discussed above.
- The vendor must assist in completion of all necessary documentation associated with the funding source for this project. The awarded vendor will receive the necessary information and documents to assist the Spokane Tribe of Indians once awarded.
- The awarded vendor will oversee purchasing of all the necessary equipment.
- Include six (6) foot fencing with barbed wire, ten (10) feet wide around any equipment above ground that is not aerial.
- All plans and equipment will be reviewed and approved by the Tribal Utilities manager

- or their designee. It is preferred but not required to meet with the Tribal Utilities manager or their designee to discuss all equipment associated with this project.
- All electrical equipment must be rated, ran aerially, or buried based on known and accepted electrical standards. To add, all equipment must be rated, hardened, and weatherized to handle the extreme temperatures and harsh conditions on the Spokane Indian Reservation.
 - The vendor must complete an approved materials list showing all materials needed along with their associated quantities.
 - The vendor must create and maintain a work schedule showing duration and the projected dates of completion to meet the programs objectives.
 - The vendor must provide necessary on-the-job training to the Utilities Program staff.
 - All electronic engineering, design and construction files shall include AutoCAD and PDF file format.

Respondent shall provide a detailed cost breakdown of non-recurring costs, if any, and recurring fees.

Proposal shall include and identify any estimated costs, unknown costs, assumptions, and contingencies, with a best effort to describe each issue and provide any recommendations.

Technical Proposal

THERE SHOULD BE NO DOLLAR UNITS OR TOTAL COSTS INCLUDED IN THE TECHNICAL PROPOSAL DOCUMENT.

A master copy (so marked) of a Technical Proposal and three copies to include the following:

The purpose of the technical proposal is to demonstrate the qualifications, competence and capacity of the firms seeking to undertake the needs and requirements in this request. The substance of the proposals will carry more weight than their form or manner of presentation. The technical proposal should demonstrate the qualifications of the firm and of the staff to be assigned to this engagement. It should also specify the approach that will meet the request for proposals requirements.

The technical proposal should address all the points outlined in this RFP excluding any cost information, which should only be included in the separate sealed dollar bid. The proposal should be prepared simply and economically, providing a straightforward, concise description of the proposer's capabilities to satisfy the requirements of the request for proposal; and include:

- Title page showing the request for proposal's subject; the firm's name; the name, address and telephone number of a contact person; and the date of the proposal.
- Table of Contents
- A signed letter of transmittal briefly stating the proposer's understanding of the work to be done, and commitment to perform the work within the time period,
- A statement why the firm believes itself to be the best qualified to perform the work and a statement that the proposal is a firm and irrevocable offer for ninety days.

SUBCONTRACTING

If subvendors are to be used, that fact, and the name of the proposed subcontracting firms, must be clearly identified in the proposal. If sub-vendors are to be used, each must also complete the below certification and be included in the submitted proposal. Following the award of the contract, no additional subcontracting will be allowed without the express prior written consent of the Spokane Tribe.

Describe any plans to “partner” with another vendor to meet implementation needs. If your approach includes **the use of one or more additional vendors or sub-vendors, please provide a detailed explanation of their role on the project.** In addition, if your response to the technical and functional requirements and associated product demonstration is dependent upon a product offered by another vendor partner, please be advised that a single, joint response should be submitted for this RFP. Additional vendors, subvendors and/or any assignee or transferee must be able to adhere to the same agreements and legal obligations required of your company.

The Spokane Tribe reserves the right to reject any and all sub-vendors included in proposals.

SUBVENDOR	
Name:	
Work To Be Performed:	

SUBVENDOR	
Name:	
Work To Be Performed:	

SUBVENDOR	
Name:	
Work To Be Performed:	

SUBVENDOR	
Name:	
Work To Be Performed:	

SUBVENDOR	
Name:	
Work To Be Performed:	

Cost Proposal

The Vendor shall submit a detailed Cost Proposal that includes the proposed guaranteed maximum dollar amount for performance of all work and services.

The dollar proposal should contain all pricing information relative to performing the requirements within the request for proposals as described. The total all-inclusive maximum price is to contain all direct and indirect costs including all out-of-pocket expenses.

The Tribe will not be responsible for expenses incurred in preparing and submitting the technical proposal or the sealed dollar amount, and such costs should not be included in the proposal.

If it should become necessary for the Spokane Tribe to request the firms to render any additional services to either supplement the services requested in this request for proposals or to perform additional work, then such additional work shall be performed only if set forth in an addendum to the contract between the Spokane Tribe and the firm. Any such additional work agreed to between the Spokane Tribe and the firm shall be performed at the same rates set forth in the schedule of fees and expenses included in the dollar proposal.

Incurred Expenses

The Spokane Tribe shall not be responsible for any expenses incurred by vendor in responding to this RFP. All costs incurred by vendor in the preparation, transmittal or presentation of any quote or material submitted in response to this RFP will be borne solely by the vendor, and submission of a proposal does not create any legal rights or entitlements for any vendor. All submitted proposals and/or information in their entirety will become property of the Tribe.

The Evaluation of Proposals Received

Personnel from Spokane Tribe will review proposals. The Tribe may award a contract to the vendor whose proposal is deemed to be most advantageous; below are 5 elements to be reviewed for each proposal.

1. **Responsiveness, Reliability, Responsibility and Technical Qualifications**
 - a. Submitter's responsiveness, reliability, responsibility, technical qualifications, skill, knowledge, and experience in similar projects will be considered under the review.
Maximum Points: 40
2. **Fees and Delivery Timeline**
 - a. Cost of services provided by the submitter will be considered under this criterion. In addition, the promptness of delivery of services will be factored into consideration of cost for services.
Maximum Points: 20
Maximum Points 20
3. **Evidence of Completeness and Quality of Project Plan**
 - a. The extent to which the submitter describes the steps the organization will take to perform all work necessary to ensure it meets the standards sufficient for complete operation of the broadband tower.
Maximum Points: 20

Vendor's performance regarding NA, M/WBE placements will be considered for this and future contract awards. Vendor shall not discriminate against any subvendors or employee regarding race, religion, color, gender, age, physical condition, national origin, or any other characteristic prohibited by applicable law.

Proposal Confidentiality

Until the award is made and notice is given to all vendors, no employee, agent, or representative of a submitting vendor shall make available or discuss its proposal with any officer, member, employee, agent or representative of the Tribe other than the Contact Person, except in response to inquiries from the Contact Person. Until the award is made and notice of award is given to all vendors, the Tribe will not disclose the contents of any quote or discuss the contents of any quote with any vendor

Proposal Requests

Any proposal received after the closing date and time or submitted to another department will be considered non-responsive. No liability will be attached to the Tribe for the premature opening of, or the failure to open, any quote not properly addressed and identified.

The Spokane Tribe reserve the right to determine whether or not a vendor is responsive, responsible, reliable, qualified, and possesses the ability to complete the entire project. Those determinations will be based on:

1. The skill and experience demonstrated by the vendor in performing agreements of a similar nature.
2. The vendor's record for honesty and integrity.
3. The vendor's capacity to perform in terms of facilities, personnel and financing.
4. The vendors past performance with the Tribe or other tribes

All pricing must be guaranteed for ninety (90) days. The awarded vendor will be required to purchase a Spokane Tribal Business License before the completion of the contract if one is not currently carried; please contact the Tribe's TERO office at 509-258-7100 for more information regarding the Spokane Tribal Business License.

The Tribe may in its sole discretion waive any informalities or minor defects or reject any and all proposals.

BONDING REQUIREMENTS

All submitted proposals must have a bid bond of 5% of the submitted price. The bond must be made to the Spokane Tribe of Indians as assurance the vendor will, if selected, enter into contract with the Spokane Tribe of Indians to complete the entire project as specified in this document. Bonds will be returned to each vendor after a final award and all contract documents are in place.

The selected vendor must obtain a performance bond for 100 percent of the original contract price. A "performance bond" is one executed in connection with a contract to secure fulfillment of all vendor's obligations under such contract. If the contract price increases, the bond amount shall be increased accordingly.

The vendor must obtain a payment bond for 100 percent of the original contract price. A "payment bond" is one executed in connection with a contract to assure payment as required by

law of all persons supplying labor and material in the execution of the work provided for in the contract. If the contract price increases, the bond shall be increased accordingly.

GENERAL INFORMATION

INDIAN PREFERENCE REQUIREMENTS IN AWARDING PRIME CONTRACTS AND SUB-CONTRACTS

a) Employers shall give preference in the award of contracts to tribally owned and “Local Indian-owned” businesses. These rules and regulations apply to all construction, forestry and mining that will take place on or near the Spokane Indian Reservation. A contract or sub-contract taking place “on or near the Spokane Indian Reservation” means 50% of the unfinished products or by-products comes from within Reservation boundaries. The Indian contract preference requirements set out herein shall apply to:

i. All contracts and sub-contracts which are not Direct Federal or Federally funded contracts; and

ii. All sub-contracts or Direct Federal contracts which are for the benefit of Indians and which are covered by Section 7(b) of the Indian Self Determination Act, P.L. 93-638, 25 U.S.C. 45(e) (b).

In granting such preference, the following order shall be adhered to:

i. Local Indian-owned Businesses.

ii. Other Indian-owned Businesses.

Davis Bacon Act will apply as required by federal law.

TERO REQUIREMENTS

- a. Proposal shall include a TERO fee, which is 5% of total bid amount.
- b. All vendors and sub vendors are required to obtain a Spokane Tribal Vendors License. The license fee is \$100.00. Spokane Tribal Vendors License MUST be obtained, and a copy submitted before the contract is awarded.
- c. Call Rhonda Thurman at 509 258-7100 for TERO Compliance Plans and License information. Pre-Bid Orientation form must be signed and dated by contractor and TERO Office.

Proposals shall include the following information regarding Supplier Diversity – Is your company at least 51% owned by a Native American, Minority or Woman (NA, M/WBE)? (Minority group members are United States citizens who are African-American, Asian-Indian American, Asian-Pacific American or Hispanic-American). Ownership means the business is at least 51% owned by such individuals and, management and daily operations are controlled by them as well.

- Can your firm be classified as a Native American Enterprise? YES___ NO___ If yes %_____.
- Can your firm be classified as a Minority Owned Business? YES___ NO___ If yes %_____.
- Can your firm be classified as a Woman Owned Business? YES___ NO___ If yes %_____.

Responsibility of Vendor

It is the responsibility of the vendor to provide evidence that it is qualified to perform the required work expected within this RFP. Evidence of qualifications may include, but are not limited to financial resources, production or service facilities, personnel, service reputation and experience adequate to make satisfactory delivery of the services described in this RFP. The failure of a vendor to supply such information, as part of this RFP, is grounds for a determination that the vendor is not qualified to perform the services described in this RFP.

Information to Interested Vendors

- Awarded vendor shall oversee the construction and certification of all facilities related to the scope of this work to ensure compliance with all regulatory and legal entities and requirements; all work shall be performed in a workman like manner.
- Any proposal may be withdrawn prior to the above closing date and time. Any proposals received after the time and date specified shall not be considered.
- The vendor should provide an affirmative statement that it is independent of the Spokane Tribe.
- The vendor should also list and describe the (or proposed subvendor's) professional relationships involving the Spokane Tribe or any of its units for the past (5) years together with a statement explaining why such relationships do not constitute a conflict of interest relative to performing the requested services.
- If the vendor is a joint venture or consortium, the qualification of each company comprising the joint venture or consortium should be separately identified and the company that is to serve as the principal should be noted if applicable.
- The vendor should identify the principal supervisory and management staff, including engagement partners, managers, other supervisors and specialists, who would be assigned to the engagement and indicate whether each such person is licensed to practice or provide this type of service in the state of Washington. Assurances must be made to the Tribe that the staff listed will be the actual staff performing the services to be provided. Any staff changes must be requested and approved by the Spokane Tribe through a written request.
- Any restrictions on the use of data contained in a proposal must be clearly stated in the proposal itself. Proprietary information submitted in response to the request for proposal will be handled in accordance with applicable Spokane Tribal procurement regulations. Data contained in the quote, all documentation

provided therein, and innovations developed as a result of any contractual services cannot be copyrighted or patented by vendors. All data, documentation, and innovations become the property of the Spokane Tribe.

- No modification of submitted proposal will be permitted in any form after the closing date and time.
- Submitter must be able to describe the steps he/she would take in order to complete the project as defined in the executed Services Agreement Contract in a timely manner.

Insurance Requirements

The selected Vendor shall, at its own cost and expense, obtain and keep in full force and effect the insurance described herein (and in Exhibit D to the Contract for the project) with coverage amounts that are no less than the minimum coverage amounts described therein. In addition to the terms and conditions described in the attached schedule, Vendor's insurance shall be subject to the following terms and conditions.

(a) Vendor's insurance shall cover the activities of Vendor, any subvendor and anyone directly or indirectly employed by the Vendor or any subvendor (including anyone for whose acts any of them are liable). Such insurance shall be continuously maintained during the entire course of Work and for two years beyond substantial completion.

(b) Vendor shall not commence the Work until Vendor has furnished two copies of certificates of insurance in a form satisfactory to Owner evidencing that Vendor has obtained insurance in accordance with this Section. Such certificates must provide that the insurer will give Owner at least 45 days' prior written notice of material change in, or cancellation of, such insurance. If a certificate expires, a renewal certificate is required before any employee is allowed on the Property. Delivery of any certificate of insurance to Owner shall not constitute Owner's approval or agreement that Vendor's insurance requirements have been met or that the insurance policies shown in the certificates of insurance are in compliance with these requirements.

(c) Vendor's insurance shall be written in form and substance reasonably satisfactory to Owner by a reputable insurance company authorized to do business in the state where the work is to be performed with a Best's rating of A-VIII or better.

(d) Vendor's insurance will be primary and non-contributory with respect to Owner's insurance or self-insurance programs.

(e) Owner makes no representation that the insurance required herein will necessarily be adequate to protect the Vendor. Vendor's insurance obligations will not reduce or limit the Vendor's obligation to indemnify Owner pursuant to the terms of this Agreement.

(f) To the extent commercially available, with the exception of Vendor's worker's or worker's compensation insurance, Vendor's insurance policies will include the obligation to defend and include the Additional Insureds listed on the Cover Schedule (which include but may not be limited to Owner, Owner's property manager, Owner's lender and their directors, officers, representatives, agents, and employees) as additional insureds on a primary basis for Work performed under or incidental to this Agreement. If an Additional Insured has other insurance applicable to the loss, it will be on an excess or contingent basis. Neither Vendor's obligation to

provide insurance nor the scope of such insurance coverage shall be reduced by the existence of such other insurance.

(g) All of Vendor’s insurance policies required herein shall include clauses stating that each underwriter will waive all rights of recovery, under subrogation or otherwise, against the Additional Insureds, including Owner, Owner’s property manager, Owner’s lender and their directors, officers, representatives, agents, and employees and all tiers of vendors or consultants engaged by them. The Vendor will require similar written waivers from all subvendors on behalf of all parties enumerated in this section.

(h) The Vendor will cause each subvendor employed by Vendor to purchase and maintain insurance of the types and in the amounts specified below. When requested by the Owner, the Vendor will furnish copies of certificates of insurance evidencing coverage for each subvendor pursuant to the requirements described herein.

INSURANCE AMOUNTS

Vendor shall carry the following insurance policies in the following amounts and with the following terms and conditions:

Worker’s Compensation

Minimum Required Limits:	<ul style="list-style-type: none"> ▪ Worker’s Compensation - Statutory Limits ▪ Employer’s liability: <ul style="list-style-type: none"> - \$1,000,000 Each Accident for Bodily Injury by Accident - \$1,000,000 Each Employee for Bodily Injury by Disease - \$1,000,000 Aggregate Policy Limit for Bodily Injury Disease
Required Terms and Conditions:	<ul style="list-style-type: none"> ▪ NCCI Workers Compensation and Employers Liability Insurance Policy form

Commercial General Liability: The Vendor will maintain Commercial General Liability insurance covering all operations by or on behalf of the Vendor on an occurrence basis against claims for bodily injury, property damage (including the loss of use thereof), personal injury and advertising injury. Such insurance will have these minimum limits, terms and conditions:

Minimum Required Limits:	<ul style="list-style-type: none"> ▪ \$1,000,000 General Aggregate Per Project ▪ \$2,000,000 Products and Completed Operations Aggregate ▪ \$1,000,000 Each Occurrence for Bodily Injury/Property Damage ▪ \$1,000,000 Each Person/Organization for Personal injury and Advertising injury <p><i>(Limits may be a combination of Primary and Umbrella policies)</i></p>
Required Terms and Conditions:	<ul style="list-style-type: none"> ▪ ISO Commercial General Liability Policy (Occurrence Form) ▪ Products and Completed Operations coverage maintained for at least two (2) years after contract completion ▪ Blanket Contractual Liability (included in ISO form)

	<ul style="list-style-type: none"> ▪ Broad Form Property Damage (included in ISO form) ▪ Separation of Insureds (included in ISO form) ▪ Underground, Explosion and Collapse coverage (included in 1993 ISO form) ▪ Personal Injury and Advertising Injury (included in ISO form) ▪ Incidental Medical Malpractice (included in ISO form) ▪ Owner and all other Indemnites included as Additional Insureds ▪ Waiver of Subrogation in favor of Owner, all other Additional Insureds as set forth on the Cover Page, and all Indemnites in agreement
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Automobile Liability: The Vendor will maintain Business Auto Liability covering liability arising out of any auto (including owned, non-owned and hired autos).

Minimum Required Limits:	<ul style="list-style-type: none"> ▪ \$1,000,000 Combined Single Limit Each Accident <i>(Limit may be a combination of Primary and Umbrella policies)</i>
Required Terms and Conditions:	<ul style="list-style-type: none"> ▪ ISO Business Auto Policy or Equivalent Waiver of Subrogation in favor of Owner and all other Additional Insureds and Indemnites in agreement

Umbrella/Excess Liability: The Vendor will maintain Umbrella/Excess Liability insurance on an occurrence basis in excess of the underlying insurance described above. It shall be at least as broad as each of the underlying policies.

The amounts of insurance required above may be satisfied by Vendor purchasing coverage for the limits specified, or by any combination of underlying and umbrella limits, so long as the total amount of insurance is not less than the limits specified in each section above when added to the limits specified in this section.

Minimum Required Limits:	<ul style="list-style-type: none"> ▪ The greater of \$4,000,000 or the Minimum Amount Required for Umbrella/Excess Liability Coverage on the Cover Schedule of the Contract.
Required Terms and Conditions:	<ul style="list-style-type: none"> ▪ Occurrence Form ▪ Concurrency of effective dates with primary ▪ "Pay on Behalf of" wording ▪ Broad as Primary Additional Insured ▪ Broad as Primary Contractual Liability ▪ Broad as Primary Broad Form Property Damage ▪ Punitive Damages Coverage (where not prohibited by law)

Vendor's Pollution Liability: When remediation or abatement is included in the work, Vendor will purchase a policy covering third-party injury and property damage claims, including cleanup costs, as a result of pollution conditions arising from Vendor's operations and completed operations. Such insurance will have these minimum limits, terms and conditions:

Minimum Required Limits:	<ul style="list-style-type: none"> ▪ \$1,000,000 Each Occurrence ▪ \$1,000,000 Policy Aggregate
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Required Terms and Conditions:	<ul style="list-style-type: none"> ▪ Owner included as Additional Insured ▪ Retroactive Date Prior to Start of Work ▪ Completed Operations to continue in force for 24 Months after job completion
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COVENANTS AGAINST KICKBACKS

1. For purposes of this subsection "Money" shall mean any cash, fee, commission, credit, and gift, and gratuity, thing of value or compensation of any kind.
2. For purposes of this subsection a "contract" means a written contract with the Spokane Tribe or any other political subdivision of the Tribe or with any tribally owned business.
3. For purposes of this subsection a "Kickback" means any Money, which is provided or is offered, as herein provided, for the purpose of obtaining or maintaining a contract or for rewarding favorable treatment in connection with any contract.
4. Vendor represents, warrants, covenants and agrees that neither Vendor nor its affiliates or any subvendors (including any of their officers or employees) has provided or attempted to provide, either directly or indirectly, any Kickback to any employee of the Spokane Tribe or to any member of the Tribe. Vendor further warrants, covenants and agrees that neither Vendor nor its affiliates nor any subvendors (including any of their officers or employees) will, in the future, provide or attempt to provide, either directly or indirectly, any Kickback to any employee of the Spokane Tribe.

Failure to abide by the provisions of this section may, without further notice, result in the immediate termination of any contract awarded.

RESERVATIONS

THE SPOKANE TRIBE OF INDIANS RESERVES:

1. The right to reject any or all quotes, to serve in the best interest of the Spokane Tribe.
2. The Tribe may waive any informalities or minor defects or reject any and all quotes.
3. The Tribe may cancel this RFP at any time for any reason. The Tribe may reject any and/or all proposals for any reason as determined by the Tribe.
4. The right to negotiate with all or one respondent when such action is deemed to be in the best interest of the Tribe.
5. The right to cancel any agreement, if in its opinion there is a failure at any time to perform adequately the stipulations of the Scope of Work, or if there is any attempt to willfully impose upon the Spokane Tribe's services which are in the opinion, of the Spokane Tribe, to be of unacceptable quality.
6. The Spokane Tribe reserves all sovereign rights and immunities, and each proposer agrees to hold the Spokane Tribe harmless for costs and expenses resulting from any loss related to this RFP.

**Contractor Certification Regarding
Debarment, Suspension, and Other Responsibility Matters**

The prospective contractor certifies to the best of its knowledge and belief, that it and its principals:

(a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal, State, Local or Tribal department or agency; and

(b) Have not within a five-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, Local or Tribal) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property; and

(c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, Local or Tribal) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and

(d) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State, Local or Tribal) terminated for cause or default.

I understand that a false statement on this certification may be grounds for rejection of this proposal or termination of the award. In addition, under 13 USC Sec. 1601, a false statement may result in a fine of up to \$10,000 or imprisonment for up to 5 years or both.

Typed name & Title of Authorized Representative

Signature of Authorized Representative

Date

I am unable to certify to the above statements. My explanation is attached.