



# Spokane Tribe of Indians

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

*CENTURY OF SURVIVAL*

1881 - 1981

REQUEST FOR PROPOSAL

FOR

**2 Generators with Installation Services**

PROPOSAL NO. FY19-016

BY

SPOKANE TRIBE OF INDIANS  
PURCHASING/PROPERTY DEPARTMENT  
6195 FORD/WELLPINIT RD  
PO BOX 100  
WELLPINIT WA 99040

## KEY INFORMATION

		Contact:	Phone
Opening Date	02/25/2019		
Closing Date	03/25/2019		
Return Location	Purchasing/Property Dept.	Mike Seyler	509-458-6544
E-mail	<a href="mailto:mikes@spokanetribe.com">mikes@spokanetribe.com</a>		
Delivery Address	6195 Ford/Wellpinit Rd PO Box 100	Wellpinit WA 99040	

## **I. INTRODUCTION**

The SPOKANE TRIBE OF INDIANS is requesting proposals from reasonable, responsive, responsible, and qualified firms to provide services. The purpose of this contract is to supplement Tribal resources to complete multiple projects. All projects will be subject to applicable tribal, federal, contract, or grant rules and regulations.

There is no expressed or implied obligation for the SPOKANE TRIBE OF INDIANS to reimburse responding firms for any expenses incurred in preparing proposals in response to this request. Your proposal and proposal amount shall remain valid for a period of one hundred (100) days from the closing date.

To be considered for the engagement, one master copy, and three copies of the proposal must be received by Mike Seyler, Inventory Specialist Spokane Tribe of Indians, P.O. Box 100, Wellpinit, WA 99040 on or before the above closing date and time. The SPOKANE TRIBE OF INDIANS reserves the right to reject any or all proposals submitted. Proposals submitted will be evaluated by selected individuals from the Spokane Tribe of Indians Finance Department, Administration Department, and the Purchasing/Property Department.

At the discretion of the SPOKANE TRIBE OF INDIANS, firms submitting proposals may be requested to make oral presentations as a part of the evaluation process.

During the evaluation process the SPOKANE TRIBE OF INDIANS reserves the right, where it may serve the SPOKANE TRIBE OF INDIANS best interest, to request additional information or clarifications from proposers or allow corrections of errors or omissions.

The SPOKANE TRIBE OF INDIANS reserves the right to retain all proposals submitted and to use any ideas in the proposal regardless of whether that proposal is selected. Submission of a proposal indicates acceptance by the firm of the conditions contained in this request for proposals, unless clearly and specifically noted in the proposal submitted and confirmed in the contract between the SPOKANE TRIBE OF INDIANS and the firm selected.

### **Term of Engagement**

Awarded vendor will be obligated and authorized to sign and/or enter into a contract with the SPOKANE TRIBE OF INDIANS in regards to the scope of work listed in this request for proposal for a minimum of 3-years. The SPOKANE TRIBE OF INDIANS may elect to extend the contract for one additional year.

## **II. SPOKANE TRIBE OF INDIANS BACKGROUND INFORMATION**

The Spokane Tribe of Indians is a federally recognized sovereign governmental entity established through Executive Order of the President of the United States on January 18, 1881. The Spokane Tribe of Indians' vision is to achieve true sovereignty by attaining self-sufficiency. We will preserve and enhance our traditional values by living and teaching the inherent principles of respect, honor, integrity as embodied in our language and life-ways. We will utilize effective stewardship of our human, financial and natural resources. We will develop strong leadership through education, accountability, experience and positive reinforcement. There is a central administrative unit headquartered in Wellpinit, Washington. In Wellpinit we administer 214 programs which provide services to tribal members and other local area community members.

### **III NATURE OF SERVICES REQUIRED**

#### **SCOPE OF WORK**

This contract is for services located on the Spokane Indian Reservation located in Stevens County, Washington. The Tribal Head Quarters is located at 6195 Ford-Wellpinit Rd. in Wellpinit, WA. 99040. The work for this project includes all planning, engineering, design, drawings, schematics, installation, testing, and training for two Backup Generator Sets. The Generator Sets are to be installed at the 1. Alfred McCoy Administration located at 6195 Ford-Wellpinit Rd. in Wellpinit, WA 99040. 2. Alex Sherwood Memorial Center located at 6201 Community Center Drive in Wellpinit WA. 99040.

This project shall follow all standards, local and national, codes, laws, ordinances, and other included policy and/or documents in the performance of this project. This project includes as a model for design, the "EMERGENCY AND STANDBY POWER SYSTEMS", produced and distributed by Engineer Educators, Inc., 857 East Park Avenue, Tallahassee, Fl. 32301 and dated March 5, 2010 Version.

The two Generator Sets shall include all equipment, infrastructure, electrical components, devices, valves, annunciator, controls, control panels, parts, systems, automatic transfer switches, Diesel fuel system or propane fuel system, and all necessary appurtenances for two fully operational Emergency and Standby Power Systems. The Backup Generators shall have the capacity to run for 48 hours before refueling and include a sound attenuated enclosure. In addition to the above the work shall include:

1. All equipment installation.
2. Intercept and re-rout main feeders to each Automatic Transfer Switch (ATS) and from each generator to the ATS.
3. Form and pour concrete pads for each generator and ATS with an anchoring system.
4. Provide all Excavation, backfill, compaction, final site grading, and landscape repair/restoration.
5. Provide and maintain temporary power at each location during any scheduled outages, including fuel.
6. Provide and install fuel for generators during startup, testing and after.
7. Provide all necessary Design/Engineering, and for WA L&I.
8. Assist the owner with all Start-up and testing required.
9. Vendor shall be responsible for all safety concerns and requirements including public safety and providing safety barriers and/or fencing.
10. The Vendor shall be responsible for all accidents, damages, or other liabilities incurred as a result or caused by the vendors actions.

#### **PERIOD OF PERFORMANCE**

The period of performance for the Back UP Generator Project is (150 days) beginning on the Contract acceptance date and commencing on the 150 day period unless extended otherwise. All work must be scheduled to complete within this timeframe. Any modifications or extensions will be requested through the Spokane Tribe and vendor contracting officers for review and discussion.

## **PLACE OF PERFORMANCE**

The selected vendor for the Back Up Generator Project may perform any part of the work at its own facility to save time and costs. The remaining work must be completed on site as detailed in the Plans, Specifications and other contract documents. The vendor will be required to meet at the Spokane Tribe's facility once per week or as needed (day and time TBD) for a progress status meeting. Additionally, all project reviews will be held at the Alfred McCoy Administration and attended by the vendor. The Spokane Tribe will provide and arrange for meeting spaces within its facility for all required vendor meetings. Once the project reaches the training phase, all training will be conducted at the Spokane Tribe's facility.

## **WORK REQUIREMENTS**

As part of the Backup Generators Project the vendor will be responsible for performing tasks throughout various stages of this project. The following is a list of these tasks which will result in the successful completion of this project:

### **Pre-Construction:**

- Vendor will create and present detailed project plan including a Project Schedule, Testing plan, Implementation plan, Safety plan, Training plan, Power shut down plan, Project Checklist of all included equipment, infrastructure, instrumentation, controls, parts, valves, gauges, fuel type and capacity, fuel tanks etc., and a Transition plan.
- Vendor will present project plan to the Spokane Tribe for review and approval.

### **Design Phase:**

- Work with the Spokane Tribe to gather requirements and establish metrics.
- Create site design based on collected requirements.
- Engineering Design including load designs, calculations, drawings and schematics.
- Develop site design proposal for the Spokane Tribe's review and approval.
- Present written status at scheduled project status meeting.

### **Build Phase:**

- Vendor will ensure all infrastructure is marked and located prior to any excavation.
- Vendor will ensure all clearances are met including Spokane Tribe TERO, Spokane Tribe Historic Preservation and other included jurisdictions prior to any physical work.
- Vendor will complete all ground work for approved site design.
- Vendor will complete and install all electrical infrastructure including underground conducting lines, conduit,
- Vendor will conduct a Lab test if needed and site load test at each respective facility.
- Vendor will resolve any load test issues or operating issues identified in testing.
- Vendor will install all equipment, electrical components, switches, annunciators, parts, concrete pad and anchoring system and all necessary appurtenances for a fully operational Backup Generator for each site.
- Vendor will provide all excavation, backfill, compaction, compaction testing, final site grading and landscaper repair/restoration.

- Vendor will compile a testing report to present to the Spokane Tribe for review/approval.
- Present written status at weekly meeting

**Implementation Phase:**

- Vendor will test both the Generator Sets
- Vendor will begin providing 24x7 technical support at this point forward until the end of the period of performance.
- Present written status at weekly meeting

**Training Phase:**

- Vendor will provide training in accordance with an approved training plan provided in the kickoff and will include a Maintenance and Operations Manual for each Generator Set.
- Present written and oral presentation at a scheduled Project Status Meeting.

**Project Handoff/Closure:**

- Vendor will provide the Spokane Tribe with all documentation in accordance with the approved project plan.
- Vendor will present project closure report to the Spokane Tribe for review and approval
- Vendor will complete the project requirements checklist showing that all project tasks have been completed.
- Vendor will include technical support at 11:59pm on the final day of the period of performance for a period of one year.
- Present written status at the scheduled Project Status Meeting.

**SCHEDULE/MILESTONES**

The below list consists of the initial milestones identified for the Spokane Tribe’s Backup Generator Project:

RFP/SOW Release	March 15, 2019
Vendor Selection Review	April 5, 2019
Vendor Selection	April 12, 2019
Period of Performance Begins	May 1, 2019
Project Design Review	TBD
Implementation Complete	TBD
Training Complete	TBD
Project Completion Review	TBD
Project Closure Complete	TBD

## **OTHER REQUIREMENTS**

The additional requirements are as follows:

1. Follow accepted Safety Procedures including OSHA and TOSHA regulations.
2. Be responsible for all Equipment, labor, tools, transportation, fees, material, licenses, certifications, and other costs associated with the performance of the duties.
3. Follow the TERO requirements for Licensing and contractual fees.
4. Adhere to the requirements from ground disturbance via the Spokane Tribe's THPO.
5. Have previous knowledge and experience with Emergency and Standby Power Systems.
6. Have the Design and Engineering stamped and approved by a Certified Engineer.

Requests for any and/or all work to be completed by the awarded vendor will be processed through the Spokane Tribal Purchasing/Property Department. The awarded vendor will be responsible for preparing and submitting detailed Scopes of Work, timelines, lists of deliverable, and cost breakdowns for each request. When such work is finalized and approved by the Executive Director or his Contracting Officer the request for work will be added to the contract by an approval letter authorizing services to begin.

## **ACCEPTANCE CRITERIA**

For the Backup Generator Project, the acceptance of all deliverables will reside with the Executive Director of the Spokane Tribe. The COR or an authorized representative shall monitor the completeness of each stage of the project and that the scope of work has been met. Once a project phase is completed and the vendor provides their report/presentation for review and approval, the COR and an authorized representative will either sign off on the approval for the next phase to begin, or reply to the vendor, in writing, advising what tasks must still be accomplished.

Once all project tasks have been completed, the project will enter the handoff/closure stage. During this stage of the project, the vendor will provide their project closure report and project task checklist to COR and Executive Director. The acceptance of this documentation by COR and Executive Director will acknowledge acceptance of all project deliverables and that the vendor has met all assigned tasks.

Any discrepancies involving completion of project tasks or disagreement between the Spokane Tribe and the chosen vendor will be referred to both organizations' contracting offices for review and discussion.

## **EVALUATION CRITERIA**

Proposals will be evaluated using two sets of criteria. Firms meeting the mandatory criteria will have their proposals evaluated for both technical qualifications and price. The following represent the principal selection criteria, which will be considered during the evaluation process. Consideration will also be given to Native American, Minority or Woman owned business detailed in Section VIII below.

1. **Compliance with Specifications of RFP – 1-20 points.**
2. **Experience – 1-30 points**
3. **Past work – 1-20 points**
4. **References – 1-15 points**

**5. Education/Certifications – 1-10 points**

**6. Native/Minority/Woman Owned- 1-5 points**

- 5 points will be awarded to Native Owned Businesses
- 4 points to either Minority or Woman Owned Businesses
- 0 points to any other owned business

**IV. PROPOSAL REQUIREMENT**

**General Requirements**

Inquiries concerning the request for proposals and the subject of the request for proposals must be made to:

Jody Hill  
CFO  
509-458-6530  
Spokane Tribe of Indians  
P.O. Box 100  
6195 Ford/Wellpinit Rd  
Wellpinit, WA 99040

Mike Seyler  
Inventory Specialist  
509-458-6544  
Spokane Tribe of Indians  
P.O. Box 100  
6195 Ford/Wellpinit Rd  
Wellpinit, WA 99040

**Proposal Elements**

Proposals must (1) demonstrate an understanding of the project, (2) describe your approach, and (3) provide a statement of cost according to a fee-for-service type use.

The awarded vendor must be willing and able to provide copies of licenses for all employees that may provide architectural and engineering services to tribal programs under this proposal and/or awarded contract.

**V. 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 provide the SPOKANE TRIBE OF INDIANS services as such; 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 particular staff to be assigned to this engagement.
- The technical proposal should address all the points outlined in the request for proposals excluding any cost information, which should only be included in the 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.

- A signature of the vendor or of any partner, officer, or employee who certifies that he or she has the authority to bind the vendor is to be provided as well as names and resumes of key personnel including support staff who will be assigned to the project.
- Any current or proposed business transaction between vendor and any STOI officer, employee or any other Tribal entity which may give rise to a claim of conflict of interest the vendor shall warrant that it has no interest, direct or indirect, which would conflict in any manner or degree with the performance of services required under this contract.
- Please provide a statement disclosing any current or proposed business transaction between vendor and any STOI officer, employee, or Tribal entity which may give rise to a claim of conflict of interest.
- In addition; items "1" through "5" below must be included in the technical proposal document.

- 1) Title Page
- 2) 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.
- 3) Table of Contents
- 4) Provide 3 references of persons who have worked with the same primary personnel as described above for the type of contract work in this proposal and 3 references of organizations that the vendor has provided similar and/or like work. References should not be any Spokane Tribe of Indians personnel or programs.
- 5) A signed letter of transmittal briefly stating the proposer's understanding of the work to be done, the commitment to perform the work within the time period, a statement why the firm believes itself to be the best qualified to perform the engagement and a statement that the proposal is a firm and irrevocable offer for one hundred days.

## VI. COST PROPOSAL

The proposer shall submit one original proposed dollar amount in a separate sealed envelope marked as follows: **SEALED DOLLAR PROPOSAL SPOKANE TRIBE OF INDIANS FOR Generator Services (DATE)**. Proposers should send the completed proposal consisting of the separate envelope to the following address:

Mike Seyler, Inventory Specialist Spokane Tribe of Indians P.O. Box 100  
Wellpinit, WA 99040

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

The SPOKANE TRIBE OF INDIANS will not be responsible for costs incurred in preparing and submitting the technical proposal or the sealed dollar amount. Such costs should not be included in the proposal.

The first page of the dollar proposal should include the following information:

1. Name of Company
2. Certification that the person signing the proposal is entitled to represent the company empowered to submit a proposal and sign a contract with the SPOKANE TRIBE OF INDIANS.
3. Any fees or other expenses that will be billed.



If it should become necessary for the SPOKANE TRIBE OF INDIANS to request the awarded vendor to render any additional services to either supplement the services requested in this request for proposals or to perform additional work as a result of the specific recommendations atones included in any report issued on this engagement, then such additional work shall be performed only if set forth in an addendum to the contract between the SPOKANE TRIBE OF INDIANS and the firm any such additional work agreed to between the SPOKANE: TRIBE OF INDIANS and the firm shall be performed at the same rates set forth in the schedule of fees and expenses included in the sealed dollar proposal.

**Independence**

The firm should provide an affirmative statement that it is independent of the SPOKANE TRIBE OF INDIANS.

The firm should also list and describe the firm's (or proposed subcontractor's) professional relationships involving the SPOKANE TRIBE OF INDIANS 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.

In addition, the firm shall give the SPOKANE TRIBE OF INDIANS written notice of any professional relationships entered into during the period of this agreement

**Subcontracting**

If subcontractors are to be used, that fact, and the name of the proposed subcontracting firms, must be clearly identified in the proposal. If sub-contractors 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 OF INDIANS.

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-contractors, 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, subcontractors and/or any assignee or transferee must be able to adhere to the same agreements (e.g., not transmitting tribal data outside of the United States) required of your company.

**Insurance Requirements**

The awarded vendor will be required to provide certificates of insurance for:

A. Comprehensive or Commercial Form General Liability Insurance (contractual liability included) with limits as follows:

Each Occurrence	\$1,000,000.00
Personal Injury	\$1,000,000.00

If the above insurance is written on a claims-made form, it shall continue for three years following termination of this Agreement. The insurance shall have a retroactive date of placement prior to or coinciding with the effective date of this Agreement.

B. Business Automobile Liability Insurance for owned, scheduled, non-owned, or hired automobiles with a combined single limit not less than \$1,000,000.00 dollars per occurrence.

C. Workers' Compensation as required by Washington State law.

It is understood that the coverage and limits referred to under a., b., and c. above shall not in any way limit the liability of Seller. Seller shall furnish the Tribe with certificates of insurance evidencing compliance with all requirements prior to commencing work under a contract resulting from this RFP.

### **Prior Engagements with the SPOKANE TRIBE OF INDIANS**

The firm should list separately all engagements within the last five years, ranked on basis of total staff hours, for the SPOKANE TRIBE OF INDIANS by type of engagement. For each engagement, the firm should indicate the scope of work, date, staff names and titles, total hours, the location of the firm's office from which the work was performed, and the name and telephone number of the client's principal contact in the firm.

**COST WILL NOT BE THE PRIMARY FACTOR IN THE SELECTION**

## **VII. EVALUATION PROCEDURES**

### **Review of Proposals**

Proposals will be reviewed and evaluated on the criteria described below. At this point, firms with an unacceptably low technical evaluation will be eliminated from further consideration.

The SPOKANE TRIBE OF INDIANS reserves the right to retain all proposals submitted and use any idea in a proposal regardless of whether that proposal is selected.

### **Company Qualifications and Experience**

The proposal should state the size of company, the size of the company's staff, the location of the office from which the work for the Spokane Tribe is to be performed and the number and nature of the professional staff to be employed in this engagement on a full-time basis and number and nature of the staff to be so employed on a part-time basis. Any staff changes on this project must be approved by the Spokane Tribe of Indians through a written request.

### **Mandatory Elements**

1. The firm's professional personnel have received adequate continuing professional education within the preceding two years.
2. The firm has no conflict of interest with regard to any other work performed by the firm for the SPOKANE TRIBE OF INDIANS.

### **Expertise and Experience**

1. The firm's past experience and performance on comparable engagements with Indian tribes.
2. The quality of the firm's professional personnel to be assigned to the engagement and the quality of the firm's management support personnel to be available for technical consultation.

### **Oral Presentations**

During the evaluation process, the Spokane Tribe, at its discretion, may request any one or all

firms to make oral presentations. Such presentations will provide firms with an opportunity to answer any questions on a firm's proposal ---Not all firms may be asked to make such oral presentations.

**Right to Reject Proposals**

Submission of a proposal indicates acceptance by the firm of the conditions contained in this request for proposals unless clearly and SPECIFICALLY noted in the proposal submitted and confirmed in the contract between the SPOKANE TRIBE OF INDIANS and the firm selected.

The SPOKANE TRIBE OF INDIANS reserves the right without prejudice to reject any or all proposals.

**Proposal Modifications or Withdrawal**

No modification of submitted proposals will be permitted in any form after the closing date and time. Any proposal may be withdrawn prior to the closing date and time.

The TRIBE may waive any informalities or minor defects or reject any and all proposals.

Any proposal may be withdrawn prior to the above scheduled time. Any proposal received after the time and date specified shall not be considered.

**VIII. ADDITIONAL INFORMATION TO BE PROVIDED BY THE PROPOSER**

How many years has your organization provided the type of service or material designated in the attached Scope of Work? \_\_\_\_\_

Supplier Diversity - Is your company at least 51% owned by a Native American, Minority or Woman owned (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 \_\_\_\_\_ % \_\_\_\_\_

Can your firm be classified as a Minority Owned Business?

YES \_\_\_\_\_ NO \_\_\_\_\_ % \_\_\_\_\_

Can your firm be classified as a Women Owned Business?

YES \_\_\_\_\_ NO \_\_\_\_\_ % \_\_\_\_\_

Vendor's performance regarding NA,M/WBE placements will be considered as evaluative criteria for this and future contract awards. Vendor shall not discriminate against any subcontractors or employee regarding race, religion, color, gender, age, physical condition or national origin.

**IX. 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 subcontractors (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 subcontractors (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.

## **X. 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 right to negotiate with all or one respondent when such action is deemed to be in the best interest of the Spokane Tribe.
3. 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 services which are, in the opinion of the Spokane Tribe, of an unacceptable quality. The supplier agrees to hold harmless the Spokane Tribe from any and all liabilities, obligations, damages, penalties, claims, costs, charges and expenses (including, without limitation, reasonable fees and expenses for Attorneys, expert witnesses and other contractors at the prevailing market rate for such services) which may be imposed upon, incurred by or asserted against the Spokane Tribe by reason of any of the following: any negligent or tortuous act, error, or omission attributable in whole or in part to the vendor or any of their employees, vendors, or agents, now existing or hereafter created.
4. Any failure by the Supplier or their employee to perform their obligations either implied or expressed under this contract/agreement. The Supplier agrees that it is their responsibility, not the responsibility of the Spokane Tribe, to safeguard the property and material that is used in performing this contract/agreement. Further, the Supplier agrees to hold the Spokane Tribe harmless for costs and expenses resulting from any loss of such property and material used pursuant to the Supplier performance under the contract.

**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;

(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;

(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.