



# The Confederated Tribes of the Colville Reservation

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## REQUEST FOR PROPOSALS

## PROPERTY & CASUALTY

## INSURANCE BROKER

for  
Confederated Tribes of the Colville Reservation  
(CCT)

Prepared By:  
Property & Casualty Program  
PO Box 150  
Nespelem, Washington 99155  
December 19, 2022

## **I. BACKGROUND: CONFEDERATED TRIBE OF COLVILLE RESERVATION**

The Confederated Tribes of the Colville Reservation is a Sovereign Nation. Presidential Executive Order established the Colville Indian Reservation in 1872, with a land base of 1.4 million acres, located in North Central Washington State. The Administrative Headquarters is located at the Colville Indian Agency Campus, approximately 2 miles south of Nespelem, Washington.

## **II. PROJECT OVERVIEW:**

The Confederated Tribes of the Colville Reservation (CCT) requests proposals from qualified licensed brokers to provide consulting and insurance brokerage services for current and future Property & Casualty Insurance. The CCT seeks a consultant and broker that is well versed in the Property & Casualty market, experienced in advising CCT and works well with various levels of staff and management. Submitted proposals must meet all requirements set forth in this Request for Proposal (RFP).

## **III. SCOPE OF SERVICES:**

The Tribal Government through its Property & Casualty is seeking to name a Broker of Record for the Property & Casualty insurance. The Tribe is particularly interested in a broker who can offer creative, innovative approaches, with a proven track record, that allows Property & Casualty (P&C) to maintain quality programs and contain or reduce costs. *CCT has approximately 350 directly managed property units and approximately 33 units that are located throughout the State of Washington area. CCT has a fleet of approximately 600 vehicles, ranging from service vehicles (dump trucks, ambulances, police vehicles, garbage trucks) to pick-up trucks to sedans and passenger vans.*

The selected broker will perform a full range of benefit program services related to the acquisition, implementation, maintenance, communication and improvement of the property & casualty insurance. The selected broker shall provide services, including, but not limited to, the following:

### **A. Analysis and Reporting**

1. Analyze existing coverage and identify or develop cost-saving alternative benefit strategies and plans.
2. Assist in the development of long-range goals and strategies, including making projections of potential savings.
3. Provide analysis and recommendations based on utilization and performance reports, statistical and/or financial reports, and plan specific data.
4. Assist P&C in monitoring and analyzing experience trends and providing timely alerts on changing patterns and appropriate recommendations.
5. Provide financial and performance reviews of two (2) year or longer insurance full insured plans and programs.

**B. Liaison and Problem Intervention**

1. Act as liaison between P&C and insurance providers.
2. Provide day-to-day consultation on plan interpretation and problem resolution.
3. Assist P&C in proactive mitigation of negative impacts or disruption of services to property & casualty.

**C. Compliance**

1. Assist with ongoing plan administration and ensure that programs are in compliance with applicable laws and regulations.
2. Provide ongoing training to P&C staff, as needed, regarding regulatory updates and/or Best Practice seminars for the effective administration of property & casualty plans.
3. Review and make cost-saving recommendations regarding the modification of plan design, benefit levels, premiums, communications and quality of current employee benefit plans.
4. Annual estimates of renewal rates and cost trends and assist HR staff in preparation of budget figures.
5. Conduct thorough and applicable market research in preparation for contract renewals.

**IV. PROPOSAL REQUIREMENTS:**

1. Qualifications-Insurance brokers licensed in the State of Washington and who have at least 10 years of experience with property & casualty and representing Native American Tribes.
2. Credentials-An ideal proposal will be from a company who will have demonstrated credentials that clearly indicates the knowledge, skills, and abilities to complete the task. The company must be able to legally apply applicable Federal and Tribal (Tribal Code) laws while preserving our Sovereign Immunity.
  - Provide introductions and resumes of executives and key staff that will be involved in the project.
  - List Number of Employees in your company.
3. Reputation-Provide any application information that may demonstrate a favorable reputation. Provide three current references from clients for the company the consultant represents is required.
4. Additional Services/Packages-additional services and/or packages that are being offered beyond our Scope of Service must be clearly marked.
5. Cost-Specify the proposed fee to fulfill our Scope of Service and separately identify the proposed total fee that would include additional services.
6. Resources-The proposal should identify what resources are available to a client of the Brokerage Firm-e.g. size of legal team, discounted rates with providers, etc.
7. Implementation Plan-The proposal should include an implementation plan which may include consulting during the preparation of implementation of contract to prepare benefits for the upcoming benefit year.

## **V. SUBMISSION OF PROPOSALS**

Insurance brokers licensed in the State of Washington are invited to submit proposals on RFP Property & Casualty Form, which their qualifications, competence and capability to provide access to property & casualty insurance for the CCT. The purpose of this process is to choose a Broker to represent the CCT in matters concerning for a period of twenty-four (24) months, commencing on July 1, 2023 subject to the subsequent mutual agreement between the Tribal Government and the selected consultant. Submit 1 original and 3 exact copies of your proposal to the Purchasing Program.

All proposals shall be addressed and submitted to:

**Dorthey Zacherle**  
**CCT-Contracting Officer**  
**Purchasing Program**  
**Post Office Box 150**  
**Nespelem, Washington 99155**

Questions specific to the RFP tasks and deliverables should be directed to:

Zekkethal "Val" Vargas-Thomas, Manager  
Property & Casualty  
PO Box 150  
Nespelem, WA 99155  
[Zekkethal.vargas.pnc@colvilletribes.com](mailto:Zekkethal.vargas.pnc@colvilletribes.com)  
509 634 2146

**All additional clarification that is provided for a bidder will be publicly announced on the website: [colvilletribes.com](http://colvilletribes.com).**

Proposals are due no later than March 30, 2023 by 4:00 p.m. PST. **Late proposals will not be accepted.** There will be no public opening of proposals.

The materials submitted must be enclosed in a sealed envelope (box or container); the package must prior to the submittal deadline; and the RFP title must be clearly visible.

**Telephone, or facsimile proposals are not acceptable when in response to this Request for Proposals.**

## **VI. FINAL SELECTION AND AWARD**

Scoring and Evaluation Factors – The evaluation factors reflect a wide range of considerations. While cost is important, other factors are also significant. Consequently, the Tribes may make a selection other than the lowest

cost solution. The objective is to choose the Contractor capable of providing a reliable and effective solution within a reasonable budget. An award will be made to a responsible Indian Bidder if within 10% of the lowest non-Indian Proposal Price and defined experience. Evaluation will be based on the following criteria:

Firm's (and sub-consultant's if applicable) Qualifications and Experience with writing Tribal insurance policies	25
Qualifications and relevant experiences of firm's personnel (and sub-consultant's personnel if applicable) likely to be assigned for any particular work assignment created by this RFP	20
Overall experience with Indian Tribes	20
Cost and Rates: For all expenses related to this RFP and the Scope of Service	25
Indian Preference	10

- The Colville Tribes reserves the right to make an award without further discussion of the proposal submitted. The foregoing should not be interpreted to prohibit either party from proposing additional Contract terms and conditions during negotiations of the final document.
- The RFP document and the successful Contractor's proposal response, as amended by agreement between the Colville Tribes and the Contractor, including e-mail or written correspondence relative to the RFP, will become part of the Contract document.
- The Colville Tribes may verify Contractor representation that which appears in the proposal. Failure of the Contractor to perform as represented may result in elimination of the Contractor from competition or in Contract cancellation or termination.
- The Contractor selected, as the apparent successful Contractor will be expected to enter into a Contract with the Colville Tribes. A sample Tribal contract is provided in the attachments. If the selected Contractor fails to sign the Contract within five (5) business days of delivery of the final Contract, the Colville Tribes may elect to cancel the award or award the Contract to the next highest ranked Contractor.
- The Colville tribes shall not be bound or in any way obligated until both parties have executed a Contract.
- No party may incur any chargeable costs prior to the execution of a final Contract.
- After opening and ranking, an award may be made on the basis of the proposals initially submitted, without discussion, clarification or modification, or, the Colville Confederated Tribes may discuss with the selected Respondent offers for cost reduction and other elements of the Respondent's proposal. If the Colville Confederated Tribes determines that it is unable to reach a contract satisfactory to the Colville Confederated Tribes with the selected Respondent, then the Colville Tribe will terminate discussions with the selected Respondent and proceed to the next Respondent in order of selection ranking until a contract is reached or The Colville Tribe has rejected all proposals.
- The Colville Confederated Tribes may not disclose any information derived from the proposals submitted from competing offers in conducting such discussions.
- The Colville Confederated Tribes reserves the right to award a Contract for all or any portion of the requirements proposed by reason of this request, award multiple Contracts, or to reject any and all proposals if deemed to be in the best interests of the Colville Confederated Tribes and to re-solicit for proposals, or to reject any and all proposals if deemed to be in the best interests of the Colville Confederated Tribes and to temporarily or permanently abandon the procurement.
- If the Colville Confederated Tribes award a contract, it will award the contract to the offer or offers whose proposal is the most advantageous to the Colville Confederated Tribes and offers the best

value, considering price and the evaluation factors set forth in the RFP. The contract file must state in writing the basis upon which the award is made.

## **VII. Projected Timelines**

MILESTONES	DATES
Public Notice issued for Request for Proposals	December 19, 2022
Deadline for Proposals	March 30, 2023
Approval of Proposal	April 20, 2023
Contract Commences	No Later than May 1, 2023

All proposals will be reviewed to make sure they meet all the requirements, i.e. "are responsive". All responsive proposals will be scored in each category. The Tribes **may** select a winning proposal and an alternate. If applicable, negotiations with the company who submitted the winning proposal are expected to result in a contract award in 4 weeks. **The Tribes may suspend or discontinue proposals at any time without notice or obligation to the company that submitted the proposal.**

## **VIII. Terms and Conditions**

### **1. No Press Release or Public Disclosure**

Consultants must not release information about this RFP. The successful Consultant must not issue a press release regarding this RFP unless reviewed and expressly authorized by the Tribes in writing.

### **2. Award Notification**

After a final selection is made, the successful Consultant will be invited to negotiate a contract with the Tribes; remaining Consultants will be notified of their selection status.

### **3. TERO**

The Colville Tribal Employment Rights Ordinance (TERO) shall apply to this RFP and subsequent Contract to the extent any of the work to be performed under the Contract is performed on or near the Colville Reservation. No work shall take place until a TERO Compliance and Utilization Plan has been signed, approved, and filed with the TERO Office. A 5% TERO fee could apply to this contract and it is the responsibility of the Consultant to contact the Colville Tribes TERO office at (509) 634-2735 to verify. Please note only work performed on the Colville Reservation is subject to the TERO fee.

### **4. Compliance with TERO Indian Preference Requirements:**

Notice is hereby given that the Confederated Tribes of the Colville Reservation has in force Title 10 Employment and Contracting; Chapter 10-1 Tribal Employment Rights Ordinance (TERO), and Chapter 10-3 Indian Preference in Contracting, covering but not limited to Indian employment, training, contracting and subcontracting. Consultant(s) are directed to contact the Colville Tribal TERO department to obtain complete information regarding compliance

requirements and responsibilities under the law. It is also incumbent on the consultant and/or subcontractor to insure all compliance requirements are met **prior to** commencing work. It is also advisable for covered entities to be aware of the TERO requirements for certification as an Indian firm, sanctions for non-compliance and the appeal process.

## **5. RFP Amendments**

The Colville Tribes reserves the right to request any respondent to clarify its proposal or to supply any additional material deemed necessary to assist in the evaluation of the proposal.

The Colville Tribes reserves the right to change the RFP schedule or issue amendments to the RFP at any time. The Colville Tribes also reserves the right to cancel or reissue the RFP. All such addenda will become part of the RFP. It is the Contractor's responsibility to check the Tribe's website ([www.colvilletribes.com](http://www.colvilletribes.com)) for the issuance of any amendments prior to submitting a proposal response.

## **6. Proposal Costs**

The Tribes is not responsible for any costs incurred by the Consultant in preparing the proposal, including visits to any sites. Costs must include all direct and indirect costs. Expenses must include as applicable any and all travel, overhead, materials and supplies, telephone, computer, facsimile machine, office equipment, personnel costs (salary & fringe benefits), licensure, fees, training expenses and materials, sub- contracts (if applicable) and any other costs the contractor will incur for this contract.

## **7. Errors in Proposal**

The Tribes is not liable for errors in Consultant proposals. A Consultant may correct an error in his or her proposal with the Tribes' approval. Changes after the submission date may be made only to correct an error in an existing part of the proposal. New materials will not be considered and must not be submitted. No oral, telephone, or fax modification or corrections will be accepted.

## **8. Withdrawal of Proposal**

Provided notification is received in writing, proposals may be withdrawn at any time prior to the proposal response due date and time specified. Proposals cannot be changed or withdrawn after the time designated for receipt.

## **9. Rejection of Proposals**

The Colville Tribes reserves the right to reject any or all proposals, to waive any minor informalities or irregularities contained in any proposal, and to accept any proposal deemed to be in the best interest of the Colville Tribes.

## **10. Proposal Validity Period**

Submission of a proposal will signify the Contractor's agreement that its proposal and the content thereof are valid for **90 days** following the proposal response deadline unless otherwise agreed to in writing by both parties. The proposal will become part of the Contract negotiated between the Colville Tribes and the successful Contractor.

## **11. Proposal Signatures**

An authorized representative must sign proposals, with the Contractor's physical and mailing address and telephone information provided. Unsigned proposals will not be considered.

## **12. Insurance Requirements**

The Colville Tribes will require the selected Contractor to comply with the requirements for worker's compensation coverage or liability coverage. Questions regarding insurance requirements can be discussed with the Tribes Property and Casualty Manager. The Contractor shall hold harmless, defend, and indemnify the Colville Tribes and the Tribes officers, agents, and employees against any liability that may be imposed upon them by reason of the Contractor's failure to provide workers' compensation or liability coverage.

## **13. Equal Opportunity Requirements**

The Colville Tribes recognizes equal opportunity in employment and requires all Contractors to comply with policies and regulations concerning equal opportunity. The contractor, in the performance of the Contract, agrees not to discriminate in its employment because of the employees or applicant's race, religion, national origin, ancestry, gender age, or physical disability.

## **14. Other Compliance Requirements**

The Contractor awarded a Contract shall comply with Federal, State, Tribal and local laws, statutes and ordinances relative to the execution of the work. This requirement includes, but is not limited to, protection of public and employee safety and health; protection of information and confidentiality of employee or potential employee information, records and reports; taxes, and Department of Transportation requirements.

## **15. Ownership of Documents**

All materials submitted in response to this RFP become the property of the Tribes. Proposals and supporting materials will not be returned to suppliers. Any reports, studies, conclusions and summaries prepared by the Contractor shall become the property of the Colville Tribes.

## **16. Confidentiality of Information**

All information and data furnished to the Contractor by the Colville Tribes and all other documents to which the Contractor's employees have access during the term of the Contract, shall be treated as confidential to the Colville Tribes. Any oral or written disclosure to unauthorized individuals is prohibited.

## **17. Hold Harmless**



The Contractor shall hold harmless, defend, and indemnify the Colville Tribes and the Tribes officers, agents, and employees against any liability that may be imposed upon them by reason of the Contractor's failure to provide worker's compensation coverage or liability coverage.

## **18. Safety**

All applicable regulations pertaining to safety, the Contract Manager shall strictly adhere to including Tribal Occupational Safety and Health Act (TOSHA) standards and regulations.

## **19. Debarred**

Selected consultant must sign a Certification Regarding Debarment and Suspension.

**Submit with RFP** – CERTIFICATION REGARDING DEBARMENT, SUSPENSION, PROPOSED DEBARMENT, AND OTHER RESPONSIBILITY MATTERS.

A. The Offeror certifies, to the best of its knowledge and belief, that-

1. The Offeror and/or any of its Principals-

(a) Are ( ) are not ( ) presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency or any Tribal Government.

(b) Have ( ) have not ( ), within a 7 year period preceding this offer, been convicted 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 or local) contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and

(c) Are ( ) are not ( ) presently indicted for, or otherwise criminally or civilly charged by a government entity with, commission of any of the offenses enumerated in subdivision (A)(1)(b) of this provision.

(d) The Offeror has ( ) has not ( ), within a 7-year period preceding this offer, had one or more contracts terminated for default by any Federal agency or any Tribal Government.

2. Principals for the purposes of the certification, mean officers; directors, owners, partners, and persons having primary management or supervisory responsibilities within a business entity (e.g. general manager; plant manager, head of a subsidiary, division, or business segment, and similar positions).

This certification concerns a matter within the jurisdiction of an agency of the United States and the making of a false, fictitious, or fraudulent certification may render the maker subject to prosecution under section 1001, title 18 United States Code.

- B. The Offeror shall provide immediate written notice to the Contract Officer if at any time prior to contract award the Offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
- C. A certification that any of the items in paragraph (A) of this provision exists will not necessarily result in withholding of an award under this solicitation. However, the certification will be considered in connection with a determination of the Offeror's responsibility. Failure of the Offeror to furnish a certification or provide such additional information as requested by the Contracting Officer may render the Offeror nonresponsible.
- D. Nothing contained in the foregoing shall be construed to require establishment of a system or records in order to render, in good faith, the certification required by paragraph (a) of this provision. The knowledge and information of an Offeror is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
- E. The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Offeror knowingly rendered an erroneous certification, in addition to the remedies available to the Government, the Contracting Officer may terminate the contract resulting from this solicitation for default.

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Contractor: Print Name

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Contractor: Signature

I hereby certify that the information above is true accurate and complete under penalty of fraud.

<p align="center"><b>Colville Confederated Tribes Insurance Coverage</b></p>
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General Liability	
Exposure Base	Exposure
Net Government Expenditures	\$3,345,000
Vacant Building	\$242,000
Law Enforcement	If any
Tribal Officials Councils E&O	
School Leaders Liability	
Sexual Abuse	151
Employers Liability Stop Gap	If any
Employee Benefit Liability	If any
Employee Practices Liability	1210
Healthcare Professional	69
Misc E&O – Attys, Accts, Archs, other	49
TRIA	
General Liability Total	

Automobile Physical Damage
Exposure Base
600 Vehicles

Excess Liability
Exposure Base
600 Vehicles

Property (including Equipment Breakdown)
Exposure Base
Excess Liability Coverage TRIA

Inland Marine – Equipment Moving Around
Exposure Base
Total Insurable Value \$11,000,000.00

Crime		
Exposure Base	Limits/Deductible	Per Ratable Employee
Employee Theft	\$500,000/\$1,000	48
ERISA	Included	
Forgery	\$100,000/\$1,000	48
Theft of Money In/Out	\$50,000/\$1,000	48
Outside Premises	\$50,000/\$1,000	48
Computer Fraud	\$100,000/\$1,000	48

Property Insurance Coverage	Limit of Liability
Blanket Policy Limit, Combined and Per Occurrence	\$251,539,487
BUSINESS INTERRUPTION, Combined & Per Occurrence	Included

## RFP INFORMATION AT A GLANCE

CCT CONTACT PERSON	Dorthey Zacherle PO Box 150 Nespelem, Washington 99155 Phone: 509 634
HOW TO OBTAIN THE RFP DOCUMENTS ON THE APPLICABLE INTERNET SITE	<ol style="list-style-type: none"> <li>1. Access <a href="http://www.colvilletribes.com">www.colvilletribes.com</a>.</li> <li>2. Drag your pointer over "RFP" and click on "Current Bids".</li> <li>3. Follow the listed directions or</li> <li>4. Access <a href="http://www.colvilletribes.com">http://www.colvilletribes.com</a>.</li> </ol>
HOW TO FULLY RESPOND TO THIS RFP BY SUBMITTING A PROPOSAL	Submit 1 original and 3 exact copies of your proposal to the CCT Purchasing Program. following the format as described under Item 5, Proposal Format.
PRE-SUBMITTAL MEETING	Contact Zekkethal Val Vargas-Thomas <a href="mailto:Zekkethal.vargas.pnc@colvilletribes.com">Zekkethal.vargas.pnc@colvilletribes.com</a> 509 634 2146
PROPOSAL SUBMITAL RETURN & DEADLINE	March 30, 2023 @ 4:00 p.m. Attn: Dorthey Zacherle Colville Confederated Tribes PO Box 150 Nespelem, Washington 99155
ANTICIPATED APPROVAL BY THE COLVILLE BUSINESS COUNCIL	April 20, 2023

		Maximum Score	Actual Score
1	<b>Past Performance and Experience</b> <ul style="list-style-type: none"> <li>Has the Proposer successfully delivered on past projects?</li> </ul>	250	
2	<b>Understanding of Project Requirements</b> <b>Project criteria: (150 Maximum Points)</b> <ul style="list-style-type: none"> <li>Has the Proposer demonstrated a thorough knowledge of the project?</li> <li>Has the Proposer demonstrated a thorough knowledge of what is required to perform Insurance Broker and Administrative Services?</li> <li>Has the Proposer demonstrated risk-financing options sufficient to accomplish the scope of work in Attachment A?</li> <li>Has the Proposer given clear evidence that it understands the market conditions it will encounter and is able to provide the Authority with the best coverage at the least financial risk?</li> </ul>	150	
	<b>Organization and Management Plan (150 Maximum points)</b> <ul style="list-style-type: none"> <li>Has the Proposer demonstrated sufficient information and data collecting systems to provide GL administration and required reports.</li> <li>Has the Proposer demonstrated how its process will complement the services provide by insurance companies.</li> <li>Has the Proposer demonstrated how it will advise the CCT in oversight of construction and safety programs?</li> </ul>	150	
	<b>Key Personnel: (150 maximum points)</b> <ul style="list-style-type: none"> <li>Are the personal qualifications and professional skills of the Key Personnel nominees appropriate for the role assigned.</li> <li>Does the account manager have sufficient authority within this organization to effectively lead and manage the project.</li> </ul>	150	
	<b>Technical Total</b>	700	
	<b>Cost Proposal Total:</b>	300	
	<b>Total</b>	1000	

## **Attachment: SAMPLE CONSULTANT CONTRACT**

This is a Consultant Contract between the Confederated Tribes of the Colville Reservation, P. O. Box 150, Nespelem, Washington, 99155 (hereinafter "Tribes") and \_\_\_\_\_ hereinafter "Consultant").

### **I. DESCRIPTION OF WORK**

Consultant shall provide the following described services in accordance with this Contract and Contract Documents: \_\_\_\_\_

### **II. CONTRACT PRICE**

The Consultant shall be compensated for all services rendered in carrying out the Consultant's obligations under this Contract in an amount not to exceed \$\_\_\_\_\_. Hourly rates for Consultant are set out in Attachment A hereto. Payment shall be as set out in Section 3 of this Contract.

### **III. METHOD OF PAYMENT**

The Colville Tribes shall pay the portion of the total Contract Price documented by monthly invoice within 30 days of the date that the invoice requesting payment is received and accepted by the Colville Tribes. Consultant shall provide such other documentation as is requested by the Colville Tribes in support of the request for payment. The sum of all monthly invoicing submitted shall not exceed the Contract Price set out in Section Two above

The Tribes may withhold payment for an invoice under this Contract for work not in conformance with requirements of the contract or with clear instructions of ORA. The parties will work to resolve any non-conformance issues expeditiously. Consultant, by accepting final payment, waives all claims except those which have been previously made in writing, and which remain unsettled at the time of acceptance.

### **IV. PAYMENT CONTINGENT ON FUNDS AVAILABILITY**

The parties understand and agree that payment under this Consultant Contract is contingent upon the availability of funds in the Tribal Treasury. The Tribes warrant that at the time of execution it anticipates that adequate funds will be available to make all required payments under the Consultant Contract. In the event that it appears for any reason that there will be insufficient funds for this Consultant Contract, Tribes will inform the Attorney at the earliest practicable time.

**V. TERM OF CONTRACT**

The term of this Contract shall begin on July 1, 2023 and shall conclude on June 30, 2025, unless extended by further agreement of the parties.

**VI. CONTRACT DOCUMENTS**

The Contract documents on which the Contract is based are as follows:

- a. This Contract, together with Attachment A, and any other supplementary agreements and conditions as are attached to this Contract document, and which are labeled as Exhibits or Attachments to this Contract;
- b. All written Change Orders issued by the Tribes pursuant to Section Eight of this Contract.

These Contract documents together form the Contract for the work herein described. The parties intend that the documents include provisions for all labor, materials, equipment, supplies, and other items necessary for the execution and completion of the work by the Consultant, and all terms and conditions of payment. In the event of a conflict between this Contract and any document attached to it, the terms of this Contract shall govern.

**VII. INDEMNITY**

Consultant agrees to indemnify and hold harmless the Tribes and its officers, agents and employees from and against all claims, damages, losses, and expenses related to or arising from Consultant's work and activities as set out in this Contract. Such expenses include reasonable attorneys' fees if it is necessary for the Tribes to commence or defend an action arising out of or associated in any way with the Consultant's performance of this Contract. Such claims include, but are not limited to, claims for bodily injury, illness or death, property damage (including loss of use, or other damage) which are caused in whole or part by Consultant's negligent act or omission, or that of Consultant's subcontractor, or that of anyone employed by them or for whose acts Consultant or Consultant's subcontractor may be liable.

Except as set out above, each party shall be responsible for damages to persons and property arising out of that party's actions and the actions of any subcontractor, agent, or employee retained under this Contract.

**VIII. TIME OF ESSENCE – EXTENSION OF TIME**

All times for performance set out in the Contract Documents are deemed to be of the essence. The Consultant will schedule and perform all work under this Contract to complete the work within the time required by this Contract. Contract times may only be extended by a written Change Order from the Contract Officer issued to the Consultant prior to the expiration of the original date for performance of this Contract or any of its parts.

## **IX. WORK CHANGES**

The Tribes reserves the right to order work changes in the nature of additions, deletions, or modifications to this Contract, without invalidating the Contract, and agrees to make corresponding adjustments in the Contract price and time for completion as are then agreed to by the parties. Any such changes will be authorized by a written Change Order, which must be signed by the Tribes' Contract Officer, designated in Section Twelve below. The Change Order will include conforming changes in the Contract and completion time.

The scope of work shall be changed, and the Contract price and completion time shall be modified only as set out in the written Change Order. Any adjustment in the Contract price resulting in a credit or a charge to the Tribes shall be determined by the mutual agreement of the parties to this Contract before starting the work involved in the change.

## **X. DEFAULT AND TERMINATION**

This Contract may be terminated by either party without prejudice to any other remedy that the non-defaulting party may have if the other party defaults in performance of any provision of this Contract. The non-defaulting party shall give the defaulting party 30 days' written notice of the non-defaulting party's intention to terminate this Contract, within which time the defaulting party may cure the default condition to the satisfaction of the non-defaulting party. Should the defaulting party be Consultant, the Tribes may, pursuant to Section Three of this Contract, withhold any portion of the Contract price still owing at the time of default.

The Tribes may also terminate this Contract for its convenience without cause. Should the Tribes elect to terminate under this subparagraph, the Tribes shall give the Consultant **15** days' written notice of the termination. The Tribes shall pay for all work properly completed up to the effective date of the termination. Consultant shall have no additional rights as against the Tribes except for the payment provided under this subparagraph.

This Contract is funded from appropriated funds or federal or State funds. Should those funds be reduced or eliminated, the Tribes may terminate or modify this Contract to reflect the change in funding. If this Contract is terminated under this subparagraph, Consultant shall be paid for all work properly completed up to the effective date of termination. Any work changes required as a result of the provisions of this Section shall be processed as provided under Section Eight above.

## **XI. VENUE**

Venue for the resolution of any dispute that may arise under this Contract shall be in the Colville Tribal Court. Any dispute shall be determined under the laws of the Colville Tribes.

## **XII. TRIBAL EMPLOYMENT RIGHTS ORDINACE**



The Colville Tribal Employment Rights Ordinance (TERO), including the 5% TERO fee, shall apply to this Contract to the extent any of the work to be performed under this Contract is performed on or near the Colville Reservation. No work shall take place until a TERO Utilization Plan has been signed, approved, and filed with the TERO Office. The 5% TERO fee applies to all contracts over \$5000 where the consultant is not a preference-certified entity.

### **XIII. CONTRACT OFFICER**

Dorthey Zacherle the designated Contract Officer (CO) for the purpose of this Contract and shall provide general administration of the Contract as the Tribes' representative.

The designated Contract Officer Representative (COR) for the purpose of this Contract shall be Program Manager. The Contract Officer Representative shall provide specific administration of the Contract as the Tribes' representative, and shall have authority to initiate Change Orders, including approval of compensation and expense payments.

Consultant's representative for this project is \_\_\_\_\_, President, who shall be responsible for the conduct of the work completed hereunder, and who shall have signature authority for the Consultant for all matters related to this Contract.

### **XIV. CONFLICT OF INTEREST**

No staff member of Consultant who is representing another client of Consultant in any matter adverse to the Tribes shall be authorized to represent, or perform work for, the Tribes, or have access to any of Consultant's files pertaining to its work for the Tribes, unless specifically authorized and consented to by the Tribes. By entering into this contract, Consultant certifies that no staff member of Consultant who is currently representing another client of Consultant in any matter adverse to the Tribes is proposed to represent, or perform work for, the Tribes, or to have access to any of Consultant's files pertaining to its work for the Tribes. Consultant is under an ongoing duty to insure that this requirement is adhered to, and shall immediately and fully disclose to the Tribes any actual or potential situation which would require the Tribes' consent as referred to herein, along with sufficient information to enable the Tribes to make an informed decision as to whether it is willing to so consent. In addition, the Tribes reserves the right to inquire whether Consultant performs services for specific persons or entities who may be adverse to the Tribes (even where any staff of Consultant who performs services for the Tribes does not perform services for or represents such other persons or entities), and Consultant shall make full disclosure pursuant to any such inquiry to the extent not precluded by law or contract.

### **XV. REPORTING**

Consultant shall report to the Contract Officer Representative or as requested by the Contract Officer Representative. Reports may be made in writing or by fax, teleconference, or E-mail, as directed by the Contract Officer.

**XVI. INDEPENDENT CONTRACTOR**

It is understood that the Consultant is operating as an independent contractor, and as such shall comply with all applicable laws and regulations and shall pay all applicable taxes and other assessments and hold the Colville Tribes harmless from the consequences of any act or omission of whatever kind or nature of Consultant or its employees or agents of whatever kind. Consultant shall not have any right as an employee of the Colville Tribes, and no employee-employer relationship is established by this Contract. Further, the Consultant is responsible for reporting this income to the applicable federal and/or state agencies. The Consultant is responsible for all taxes associated with this income.

**XVII. PROPRIETARY RIGHTS**

Consultant agrees that all proprietary rights, including patents and copyrights, contracted for or otherwise created for or on behalf of the Tribes shall be owned by the Confederated Tribes of the Colville Reservation.

**XVIII. RECORDS**

Consultant will maintain adequate financial records, in accordance with generally accepted accounting practices, such that the Consultant can clearly and easily identify all claimed costs and expenses and the relatedness of those costs and expenses to this Contract.

**XIV. EMBEZZLEMENT**

The Consultant agrees to insert this clause in all subcontracts:

Any officer, director, agent, employee or other person connected in any capacity with this Contract or any subcontract hereunder who embezzles, willfully misapplies, steals or obtains by fraud any of the money, funds, assets or property provided through this Contract may be subject to federal and tribal criminal prosecution and may be fined up to \$10,000 or imprisoned for up to two years, or both if convicted.

**XX. CERTIFICATION OF NON-SEGREGATED FACILITIES**

By signing this Contract, the Consultant certifies that it does not maintain or provide for its employees any segregated facilities at any of Consultant's establishments, and that Consultant's employees are not permitted to perform their services at any location, under this Contract, where segregated facilities are maintained.

The Consultant agrees that failure to abide by this certification is a breach of this Contract.

**XXI. NON-DISCRIMINATION**

Title VI of the Civil Rights Act of 1964, (Public Law 88-352; 42 USC 200d-1) provides that no person in the United States shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance.

**XXII. WARRANTY OF SPECIAL EXPERTISE**

The Consultant warrants that he has the educational credentials, expertise, and training required to accomplish the purposes of this contract.

**XXIII. COMPLIANCE WITH APPLICABLE LAW**

By acceptance of this Contract, the Consultant agrees that it will comply with this and all other applicable tribal, state, and federal laws.

**XXIV. DRUG AND ALCOHOL FREE WORKPLACE**

CONTRACTOR shall at all times when within the jurisdiction of the Tribes maintain a drug and alcohol-free workplace, and shall take reasonable steps to insure that no employees of, nor subcontractors of the CONTRACTOR are allowed to work while under the influence of illegal drugs or of alcohol, and that no such illegal drugs or alcohol are allowed at any time at the work site. Failure to comply with this paragraph is grounds for immediate termination of this Contract.

IN WITNESS WHEREOF, the parties have executed this Contract at Nespelem, Colville Reservation.

\_\_\_\_\_  
Confederated Tribes of the Colville Reservation

\_\_\_\_\_  
Date

\_\_\_\_\_  
Consultant.:

\_\_\_\_\_  
Date

Contract # \_\_\_\_\_

### Minimum Qualification Checklist

For use by the Evaluation/Section Committee only:

	Minimum Requirements	Yes	No
1.	Will Proposer maintain at least one or more physical offices location within Washington State during the term of any contract awarded pursuant to the RFP?		
2.	Did the Proposer possess and provide proof of valid and appropriate licensure as an insurance broker or agent from the Washington Department of Insurance.		
3.	Did the Proposer identify the Account Manager assigned to manage any contract awarded pursuant to this RFP?		
4.	Did the Proposer provide a resume for the Account Manager and any other identified Key Personnel?		
5.	Did the Proposer provide three (3) references for the firm as required?		
6.	Did the Proposer provide the Transmittal Letter all required Forms and Certifications?		
7.	Has the Proposer been terminated from any contract for default, or has the Proposer receive a civil judgment or criminal conviction in the past five (5) years.		