

Request for Proposals/Quotes

Cowlitz Indian Tribe (CIT) Population Projections and
Methodology Report

October 7, 2024

Cowlitz Indian Tribe
1055 9th Ave. Ste B.
Longview, WA 98632

Confidentiality Statement

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Thank you for your consideration.

Please respond to legal@cowlitz.org with any questions or concerns.

Where no notice is given, all information contained herein is Copyright 2024 the Cowlitz Indian Tribe.

Submission Details

Submission Deadlines

All submissions for responding to this request must be submitted via paper or email as stated below, no later than:

October 25, 2024
No later than 5:00pm PST

Submission Delivery Address

The delivery address to be used for all submissions is:

Attn: Tiffini Johnson

Cowlitz Indian Tribe
1055 9th Ave. Ste B.
Longview, WA 98632
Phone: (360) 577-8140 Ext. 2289
Email: tjohnson@cowlitz.org

Submission Questions and Clarifications

You may contact the following person if you have any questions or require clarification on any topics covered in this Request for Proposal:

Attn: Tiffini Johnson

Cowlitz Indian Tribe
1055 9th Ave. Ste B.
Longview, WA 98632
Phone: (360) 577-8140 Ext. 2289
Email: tjohnson@cowlitz.org

Electronic Submissions

Electronic submissions in response to this Request for Proposal will be accepted.

Sent via email to tjohnson@cowlitz.org

Background

The Cowlitz Indian Tribe manages a growing portfolio of health and social services, elder care, education, scientific research, housing, transportation, economic development, conservation projects and legal issues. Along with the ilani Resort and a growing portfolio of business operations and economic development initiatives, the Tribe is a growing force in community building in what are now Clark, Cowlitz, Lewis and parts of King, Pierce, Skamania, and Wahkiakum Counties; a vast territory occupied by numerous Cowlitz settlements and usual and accustomed lands prior to and following European colonization and the establishment of the United States and Washington and Oregon state governments.

The Cowlitz Indian Tribe will utilize the results of this study to guide budget forecasts, to enhance the health and welfare of all Cowlitz Members, to fulfill

economic development strategies and to secure the Cowlitz Tribe's heritage for cultural, educational, economic, and environmental success.

Scope of Work

The Scope of Service should include:

- Analysis of the existing enrollment data
- Growth patterns and anticipated growth or decline
 - Based upon existing enrollment criteria
 - Based upon hardship enrollment
 - Based upon blood quantum enrollment
 - Based upon other models recommended by consultant
- The consultant will prepare enrollment projections for 2025-2075 by year using multiple tribal enrollment criteria models not to exceed seven models.

Information Sharing and Confidentiality Agreement

Upon execution of non-disclosure and confidentiality agreements the consultant will receive information supporting the scope of work.

All information gathered by the consultant will be securely held and all precautions will be taken by the consultant to ensure confidentiality of all collected materials. Consultant will be required to sign a non-disclosure agreement. All reporting will be to the Tribal Manager, Michael Watkins. There will be no reporting outside these parameters.

Terms and Conditions

The consulting entity or entities selected will engage services as soon as practicably able, but in no case more than 30 days of award. Ongoing progress reports will be provided to the appropriate project manager or their designate; a quarterly (or more frequent as events dictate) report summary of work performed together with any recommendations on modification to the scope of work will be provided to the appropriate project manager or their designate.

Invoices for services will be presented monthly and will be paid on a net 30-day basis. Consulting services will be conducted over a 90-day period unless otherwise determined by Tribal leadership in consultation with the Consultant and an in-house team of Cowlitz staff.

The Cowlitz Indian Tribe's Consultant Agreement, attached as Exhibit 1, contains additional terms and conditions that will govern the completion of the scope of work. Consultant must identify any proposed or suggested revisions to Exhibit A within their proposal.

Selection Criteria

The Cowlitz Indian Tribe will select a consultant based on the following criteria:

- Experience working with small to mid-sized Tribes.
- Experience working in Indian Country.
- Demonstrated experience and success in providing enrollment studies and projections to and with tribal nations.
- Ability to meet specified requirements.
- In-house service offerings and bandwidth to respond to real-time needs and developments.
- Disclosure of all necessary sub-contractors, including sub-contractor's experience working with Tribes.
- Clarity of the proposal.
- Pricing and costs associated with the proposal submitted.
- References provided by the consultant from prior clients on similar projects.
- Ability to maintain confidentiality and willingness to sign a non-disclosure agreement.
- Ability to complete the scope of work according to the terms and conditions of the Cowlitz Indian Tribe's Consultant Agreement, and in compliance with the law of the Cowlitz Indian Tribe.

CIT staff may contact vendors with questions regarding the contents of proposals and to ask for clarifications during the evaluation process.



COWLITZ INDIAN TRIBE

Exhibit 1

CONSULTANT AGREEMENT

Between:

The Cowlitz Indian Tribe
1055 9th Ave. Ste B.
Longview, WA 98632
General Phone: (360) 577-8140
Department Phone: (360) 557-8140 Ext. 2289
(Hereinafter “Tribe”)

CONSULTANT NAME

ADDRESS

ADDRESS

Phone:

(Hereinafter “Consultant”)

This Consultant Agreement (“Agreement”) is executed by and between Consultant and the Tribe, a federally recognized sovereign nation pursuant to 65 Fed. Reg. 8436 (Feb. 18, 2000). Consultant and Tribe may be collectively referred to herein as the “Parties”, and each may be referred to as a “Party”.

TERMS & CONDITIONS

1. Term. The effective term of this Agreement shall be [insert start date] through [insert termination date] absent a valid termination action in accordance with the express terms of this Agreement.
2. Consultant Obligations. The Consultant agrees to perform services as set forth below and detailed in the attached Exhibits X, X, and X (collectively, the “Services”)
3. Designated Staff Contacts. The following Staff Contacts shall act as the primary points of contact for the Parties during the term of this Agreement. Tribe and Consultant agree that

these Staff Contacts are designated for purposes of technical communication and service coordination only, and shall have no authority to authorize any changes, modifications, or addendums to this Agreement. The Parties may from time to time change their designated Staff Contact by giving the other party reasonable notice of such change.

Tribe's Staff Contact: **Michael Watkins**
Phone: **360.575.6233**
Email: **mwatkins@cowlitz.org**

Consultant's Staff Contact:
Phone:
Email:

4. Notice; Designated Legal Contacts. Any and all legal notice required by or issued pursuant to this Agreement must be provided in writing, and shall be delivered postage pre-paid via certified mail or a reputable overnight courier to the following Legal Contacts:
 - 4.1. Legal notice to Consultant shall be at the address set forth on page one of this Agreement, and care of the Consultant's designated staff contact identified above.
 - 4.2. Legal notice to the Tribe shall be to the Cowlitz General Council Chair at the address set forth on page one of this Agreement, with courtesy copies sent to the Tribe's designated Staff Contact listed above, and to the Tribal Attorney of the Cowlitz Indian Tribe Legal Department at P.O. Box 2547 Longview, WA 98632.
 - 4.3. Either party may from time to time change its designated address for legal notice, or designated Legal Contact(s) for notice, by giving the other party reasonable notice of such change in writing.
5. Change Orders. Consultant understands and agrees that any material changes, modifications, or addendums to this Agreement and/or the underlying Project must be authorized in writing by the Cowlitz Tribal Council, acting through its designated representative and executed by an individual to whom the Tribe has delegated signature authority.
6. Compensation.
 - 6.1. Maximum Compensation. The maximum total compensation amount approved by Tribe and payable to Consultant under this contract shall not exceed **XXXXXXXXXXXXX** (\$_____); which amount shall include any and all compensation for Services and "Eligible Expenses" (including but not limited to mileage, travel, and payment or reimbursement of direct actual costs and expenses). If the Agreement describes separate and specific maximum compensation amounts for Services and expenses, then at the end of the term of this Agreement, any remaining balance in the amount allocated for expenses may be used by Tribe, at its sole discretion, to cover fees for authorized Services, so long as the total compensation amount set forth above is not exceeded.

6.2. Rates. Tribe shall compensate Consultant according to the billing rate(s) and/or fee schedule(s) set forth in **Exhibit X** in an amount not to exceed that stated in Section 6.1 above.

6.2.1. Rates are based on a Consultant utilizing a standard forty-hour week with its workforce. Nothing herein prevents the Consultant from setting its own schedule and, consistent with the critical dates specified in the Agreement, Page 11 of 30 completing its work at an accelerated pace; however, Consultant agrees that overtime is not authorized by this Agreement and that hourly rates shall not be varied by virtue of the Consultant/Contractor having performed work in excess of a standard forty-hour week. The Consultant acknowledges and agrees that, when applicable, and consistent with the limitations specified in this section, it must comply with 40 U.S.C. 3701-3708.

6.3. Eligible Expenses. Consultant may only seek reimbursement for Eligible Expenses, which are those reasonable expenses incurred with the prior written approval of Tribe or its designated representative. For Eligible Expenses, Consultant must provide a receipt or other proper proof of expense to receive reimbursement from Tribe.

6.3.1. Travel Expenses. Subject to applicable law, Tribe shall evaluate and determine the reasonableness and allowability of travel expenses in accordance with the standards set forth in 41 C.F.R. Subtitle F, Chapter 301, as amended. Provided, however, that where such standards conflict with any Cowlitz Indian Tribe law or policy, the Cowlitz Indian Tribe law or policy shall govern.

6.3.2. Ownership of Expensed Items. Tribe shall retain sole and exclusive ownership of all property — real, movable, and/or intellectual — for which Tribe has provided any reimbursement to Consultant under this Agreement. Consultant shall promptly deliver to Tribe any Cowlitz Indian Tribe property upon request, or at the completion or termination of this Agreement.

6.4. Availability of Funds. Notwithstanding any other provisions of this Agreement, Consultant understands and agrees that compensation for Services and expenses under the terms of this Agreement shall be contingent upon the availability of funds (a) placed to the credit of Tribe in the Treasury of the United States, (b) appropriated by Congress, or (c) from local funds maintained in the name of the Tribe.

6.5. Federal & Grant Funds. Consultant understands and agrees that contracts funded by federal funds or other grant funds may be subject to certain legal requirements. These may include, but are not limited to, those requirements set forth in the United States Office of Management and Budget's Uniform Guidance, 2 C.F.R. Part 200, and/or the terms of an applicable source grant. Consultant agrees to comply with and utilize funds in accordance with all applicable laws, regulations, and guidelines, and in accordance with any applicable grant or contract terms. Consultant understands and agrees that the use of such funds may be subject to audit by the grantor. Consultant shall reimburse Tribe for any costs of the Consultant that are disallowed by a grantor.

6.6. Invoicing & Payment. Consultant shall submit invoices and appropriate supporting documentation to Tribe in accordance with Exhibit A. Unless the Parties agree in writing to different terms, invoice periods shall begin on the first day of each month and end on the last day of each month. Invoices shall be submitted by Consultant to Tribe's designated Staff Contact within fifteen (15) days after the end of the month in which the Services were provided and/or expenses were incurred. Consultant waives the right to receive full payment on invoices submitted more than sixty days following the end of the proper invoice period.

6.6.1. *Progress Reports.* At Tribe's request, or as otherwise agreed upon by the Parties in writing, Consultant shall submit a progress report along with its monthly invoice. Such progress reports should generally include, as attached exhibits, copies of all work product prepared or created by Consultant during the relevant invoice period(s). In addition, at Tribe's request, Consultant will provide oral reports and presentations to the Cowlitz Tribal Council and/or General Council.

6.6.2. *Invoice Issues.* If a question or concern arises regarding an item on an invoice, Tribe shall notify Consultant of the question or concern. Within five (5) business days following such notification, Consultant shall take action to sufficiently explain or correct the item, or Consultant shall be deemed to have waived their right to demand payment for the item.

7. **Maintenance & Retention of Records; Financial Management for Accounting and Audits.** Consultant shall maintain and retain auditable records during the term of this Agreement and for a period of at least three (3) years following the expiration or termination of this Agreement. Consultant shall maintain its records to comply with the Audit Act of 1984, P.L. 98-502 (31 U.S.C. § 7501 et. seq.), as amended, and the Office of Management and Budget's Uniform Guidance requirements set forth at, 2 C.F.R. part 200, Subpart F, as amended. Consultant shall adhere to a systematic accounting method that assures timely and appropriate resolution of audit findings and recommendations in compliance with the Uniform Guidance. Subject to applicable law, Consultant agrees that the Tribe, the grantor agency (if applicable), the Comptroller General of the United States, or any of their duly authorized representatives, shall have timely access to Consultant's records which are pertinent to the subject matter of this Agreement and the performance of obligations contained herein, for the purpose of conducting an audit and/or examination, and/or making copies.

8. **Performance.**

8.1 *Independent Contractor.* Consultant shall employ, at its own expense, all personnel reasonably necessary to perform the Services contemplated by this Agreement. Such personnel shall not be considered Tribe's employees. Consultant shall be responsible to ensure that all personnel engaged in performing Services are fully qualified to undertake the work in accordance with applicable tribal, federal, state, and local laws. Consultant shall at all times in performance of this Agreement operate as, and have the status of, an independent contractor, and will not be an agent or employee of Tribe; nor will Consultant or its personnel be entitled to any employee benefits

provided by the Tribe. The Parties are not engaged in a joint venture or partnership. Neither party can represent or bind the other.

8.2 *Discrimination.* Consultant shall not discriminate against any employee or applicant for employment because of handicap, race, age, religion, or sex. Consultant will take affirmative steps to ensure that applicants are employed, and that employees are treated fairly during employment, without regard to their handicap, race, age, religion, or sex.

8.2.1. *Indian Preference.* Notwithstanding the above, Consultant shall, for all work performed on or near the Cowlitz Indian Reservation pursuant to this Agreement, and consistent with Section 703(i) of the 1964 Civil Rights Act, give preference in employment (including any authorized subcontracts) to equally qualified Indians regardless of their handicap, age, religion or sex. To the extent feasible and consistent with the efficient performance of this Agreement, the Consultant shall provide employment and training opportunities to Indians that are not fully qualified to perform under this Agreement, regardless of their handicap, age, religion or sex. Further, the Consultant shall comply with any applicable Indian preference laws and requirements established by the Cowlitz Indian Tribe.

8.3 *Taxes, Permits, Fees.* Consultant expressly agrees to pay and administer all federal, state and local taxes, permits, licenses, permits, duties, and other expenses incurred or payable in connection with the Services. The foregoing agreement includes, without limitation, payment of taxes based on or related to Consultant's or its Subcontractors' or vendors' labor or income (collectively, "Consultant Taxes"); provided, however, that if Consultant is responsible for payment of the Tribe's taxes under applicable law, unless otherwise instructed by the Tribe or the Tribe is contesting such taxes, Consultant must pay such taxes and Tribe must reimburse Consultant therefor upon submission of evidence of payment. Consultant must promptly provide Tribe with reports or other evidence reasonably acceptable to Tribe showing the payment of Consultant taxes by Consultant. Consultant must cooperate with Tribe to endeavor to minimize any taxes payable Tribe. Consultant must make available to Tribe and claim all applicable sales and/or use or excise tax exemptions, credits or deductions relating to the Services. To the extent Consultant is required by applicable law to collect sales tax from Tribe, Consultant must identify applicable taxes within their budgets and provide evidence of payment or invoice for the sales tax before collecting sales tax from Tribe on materials physically incorporated as part of the Services. Consultant must promptly provide Tribe with evidence reasonably acceptable to Tribe showing the payment of any sales tax by Consultant. Taxes paid by the Tribe hereunder are included within the Maximum Compensation allowed under paragraph 6.1 of this Agreement. Consultant agrees to be solely responsible to secure and pay for any necessary or appropriate permits, fees, licenses, inspections, or other prerequisites necessary for proper performance of the Services contemplated by this Agreement.

8.4 *Subcontractors.* Consultant shall not be permitted to hire a subcontractor to perform the Services contemplated by this Agreement without the Tribe's express prior written authorization. Any unauthorized attempt by Consultant to subcontract

for such Services shall be null and void, and Consultant shall be responsible for all expenses, fees, and costs associated with any such unauthorized subcontract.

8.5 *Assignment.* Consultant shall not assign its interest in this contract, or any part thereof, including its right to receive payment for Services performed, to another party. Any attempt by Consultant to assign any obligations, rights, or fees under this Agreement will be null and void, and Consultant shall be responsible for all expenses, fees, and or costs associated with any unauthorized assignment.

9. **Representations & Warranties.**

9.1. *Professional Work.* Consultant shall perform Services in a professional, thorough, skillful, and safe manner, consistent with the relevant standard of care expected from professionals with similar credentials and experience, and in accordance with the usual and customary standards accepted in Consultant's profession for similar projects. Consultant shall notify Tribe of any inconsistencies or errors in Consultant's work that do not meet the aforementioned standards as soon as possible.

9.2. *Compliance with Applicable Laws.* Consultant shall comply with all applicable tribal, federal, state and local laws, regulations, guidelines and policies in performance of Services and fulfillment of duties and obligations pursuant to this Agreement. Consultant represents that it has reviewed, and is familiar with, all laws relevant to the performance of Services under this Agreement.

9.3. *Project Conflicts.* Consultant shall not accept work from any third party during the term of this Agreement that creates a conflict of interest or the appearance of a conflict of interest with the Services.

9.4. *Broad Protection.* All representations and warranties set forth in this section, or memorialized elsewhere in this Agreement and its Exhibits, shall be interpreted expansively to afford the broadest protection available to Tribe.

10. Access to Records, Personnel, and Facilities. Subject to applicable law, Tribe will provide Consultant with reasonable access to its personnel, facilities, and records necessary to the performance of this Agreement.

10.1 **Confidential Information.** Where Consultant receives any documents or information typically maintained in confidence by the Tribe ("Confidential Information"), Consultant will, subject to applicable law, make all reasonable efforts to prevent the disclosure of such Confidential Information to any and all third parties. Further, Consultant shall not use the Confidential Information for any purposes other than performance of this Agreement.

11. **Work Product.**

11.1. *"Work Product" Defined.* "Work Product" includes, but is not limited to, any and all papers, reports, information, drawings, internal memoranda, files, proposals, papers, copyrights, patents, photographs, data, and any written or graphic material, or any other material or property, whether stored electronically or in hard copy, in any and all formats including native formats, and however produced, prepared, collected, generated, or created by the Consultant in connection with this Agreement.

- 11.2. *Ownership.* Tribe shall own all Work Product associated with this Agreement; and Consultant agrees that it will not retain any interest in such work product, and shall, in accordance with any and all applicable law, turn over any and all Work Product property to Tribe upon the expiration or termination of this Agreement or upon request.
- 11.3. *Confidentiality.* All Work Product shall be considered highly confidential, and Consultant shall take all necessary measures to maintain that confidentiality, and shall not disclose, publish, or disseminate any Work Product without the express prior written authorization from Tribe. Internally, Consultant shall only disclose Work Product to employees when necessary to perform the Services contemplated by this Agreement; and Consultant shall require all employees to maintain the Work Product's confidentiality.
- 11.4. *Injunctive Relief.* Consultant acknowledges that the breach or threatened breach by Consultant of the terms and provisions of this Section would cause irreparable injury to the Tribe, which could not be adequately compensated by money damages. Thus, Consultant agrees that Tribe may obtain a restraining order and/or injunction prohibiting Consultant's breach or threatened breach of these provisions in addition to any other legal or equitable remedies. Consultant agrees that this provision is fair and necessary to protect the Tribe's unique political and cultural interests, rights, and confidential information.

12. Insurance.

- 12.1. *Whether Required.* Insurance IS IS NOT required. (If unchecked, insurance is required.)
- 12.2. *Generally.* If insurance is required, Consultant shall (subject to applicable law) maintain, at a minimum, the following insurance throughout the term of this Agreement and for a period of three (3) years following substantial completion or termination of the Project, naming Tribe and United States Forestry Service (if required) as an additional insured:
- Commercial General Liability Insurance in the amount of at least one million dollars per occurrence and two million dollars aggregate.
 - Commercial Automobile Liability Insurance in an amount equal to the greater of either (a) one million dollars for all vehicles used in performance of Services pursuant to this Agreement, or (b) any other amount required by applicable law.
 - Worker's Compensation Insurance, Disability Benefits Insurance, and any other insurance required by applicable law.
- 12.3. *Delivery of Certificates.* If insurance is required, Consultant shall deliver certificates of insurance showing the foregoing coverage within ten days of the start of the work.
- 12.4. *Cancellation, Termination, and/or Lapse of Insurance.* Consultant agrees to provide Tribe with at least thirty (30) days prior notice of Consultant's intent to cancel, terminate, or allow any insurance policy required herein to lapse during term of this

Agreement, and for a period of three (3) years following the expiration or termination of this Agreement.

- 12.5. *No Subrogation.* Consultant waives all subrogation rights it may have against the Tribe and any of the Tribe's contractors, subcontractors, agents, officers, employees or entities.

13. Indemnification. Consultant agrees to, at its sole expense, hold harmless, indemnify, and at Tribe's sole discretion defend the Tribe and its officers, agents, employees, and assigns against any and all claims, demands, judgments, losses, costs, damages, expenses or other liabilities whatsoever, including court costs and reasonable attorney's fees and expenses, incurred by or claimed against the Tribe, its officers, agents, employees, and/or assigns, that arise out of or are based upon, whether directly or indirectly, Consultant's and/or Consultant's employee's, officers', or agents' errors, actions, omissions, and/or breach of contract related to this Agreement, including, but not limited to, accidents or injuries to persons or property.

The Tribe agrees to, at its sole expense, hold harmless, indemnify, and at Consultant's sole discretion defend the Consultant and its officers, agents, employees, and assigns against any and all claims, demands, judgments, losses, costs, damages, expenses or other liabilities whatsoever, including court costs and reasonable attorney's fees and expenses, incurred by or claimed against the Consultant, its officers, agents, employees, and/or assigns, that arise out of or are based upon, whether directly or indirectly, the Tribe's and/or the Tribe's employee's, officers', or agents' errors, actions, omissions, and/or breach of contract related to this Agreement, including, but not limited to, accidents or injuries to persons or property.

14. Termination.

- 14.1. *For Convenience.* Either party may terminate this Agreement by giving to the other party at least ninety (90) days prior written notice. The notice shall specify the effective date of termination.
- 14.2. *For Breach.* Either party may immediately terminate this Agreement by written notice following a material breach by the other party.
- 14.3. *By Tribal Council Executive Committee.* Notwithstanding anything herein to the contrary, Consultant understands and agrees that the Cowlitz Tribal Council Executive Committee may immediately terminate this Agreement by written notice.
- 14.4. *Effect.* Upon termination, the obligations of the Parties for the further performance of this Agreement shall cease, but the Parties shall not generally be relieved of the duty to perform their obligations arising up to the date of termination. Termination shall in no way limit or restrict any right or remedy at law or equity which would otherwise be available to Tribe, including, but not limited to, the right to contract with other qualified persons to complete the performance of Services identified in or contemplated by this agreement.

15. Dispute Resolution.

15.1. *Negotiation.* In the event that a dispute arises between the Parties over the performance, interpretation, or enforcement of this Agreement, the Parties in the first instance shall attempt in good faith to resolve the dispute informally through face-to-face negotiations. These negotiations shall take place at the Cowlitz Indian Reservation in Ridgefield, Washington, unless otherwise agreed upon in writing by the Parties. All offers, promises, conduct and statements, whether oral or written, made in the course of the negotiation by any of the Parties, their agents, employees, experts and/or attorneys shall be considered confidential, privileged and inadmissible for any purpose, including impeachment, in any other proceeding involving the Parties. Provided, however, that evidence that is otherwise admissible or discoverable shall not be rendered inadmissible or non-discoverable as a result of its use in the negotiations.

16. General Terms.

16.1. *Headings.* Headings are provided for convenience and do not affect the meaning of the provisions to which they are affixed.

16.2. *Severability.* If any term of this Agreement is to any extent illegal, otherwise invalid, or incapable of being enforced, such term shall be excluded to the extent of such invalidity or unenforceability; all other terms hereof shall remain in full force and effect; and, to the extent permitted and possible, the invalid or unenforceable term shall be deemed replaced by a term that is valid and enforceable and that comes closest to expressing the intention of such invalid or unenforceable term.

16.3. *Entire Agreement.* This Agreement incorporates all of the agreements, covenants and understandings between the Parties, and supersedes all prior or contemporaneous oral or written agreements between the Parties. No agreement or understanding, verbal or otherwise, of the Parties regarding their responsibilities under this Agreement shall be valid or enforceable unless embodied in the Agreement.

16.3.1. *Attachments.* The following documents are hereby incorporated by this reference and made part of this Agreement:

- **Exhibit A – Confidential Information Non-Disclosure Agreement**
- **Exhibit B – RFP**
- **Exhibit C - Consultant Proposal/Bid**

16.4. *Amendments.* No change, amendment, modification, or addendum to this Agreement shall be valid unless it is in writing and executed by authorized representatives of both Parties.

16.5. *Survival.* The requirements of Section 7 (Maintenance & Retention of Records; Financial Management for Accounting & Audits), Section 11 (Work Product), Section 13 (Indemnification), and Section 15 (Dispute Resolution) of this Agreement shall survive termination of this Agreement. Further, provisions that, by their nature, are reasonably expected by the Parties to be performed after the expiration or termination of this Agreement shall survive and be enforceable. Any and all liabilities, actual or contingent, which have arisen during the term of and in connection with this Agreement, shall survive the expiration or termination of this Agreement.

- 16.6. *No General Waiver.* Any waiver or failure of the Parties to enforce or insist upon any term in this Agreement does not constitute a general waiver or relinquishment of that term.
- 16.7. *No Construction Against Drafter.* Each party has participated in negotiating and drafting this Agreement. If any ambiguity or question of intent or interpretation arises, this Agreement is to be construed as if the Parties had drafted it jointly, as opposed to being construed against one party because it was responsible for drafting one or more provisions.
- 16.8. *Conflicts.* In the event of a conflict between the terms and conditions of this Agreement and those of a Scope of Work or other exhibit or attachment to this Agreement, the terms and conditions of this Agreement shall be controlling.
- 16.9. *Execution.* This Agreement may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same Agreement. The counterparts of this Agreement and any ancillary documents may be executed and/or delivered by electronic means by any of the Parties to any other Party and the receiving Party may rely on the receipt of such document so executed or delivered as if the original had been received.
17. **Force Majeure.** This Agreement is subject to force majeure, and is contingent on strikes, accidents, acts of God, weather conditions, fire, and other circumstances that are beyond the control of the Parties. If the terms and conditions of this Agreement are unable to be performed as a result of any cause of force majeure, then this Agreement shall be void, without penalty to any party for such non-performance.
18. **Jurisdiction & Venue.** The validity, interpretation, and performance of this Agreement, and any and all written instruments, agreements, specifications and other writings of whatever nature which relate to or are part of this Agreement, shall be governed by and construed in accordance with the laws of the State of Washington. This Agreement is deemed executed at the Cowlitz Indian Reservation in Ridgefield, Washington. Venue of any court action filed to enforce or interpret the provisions of this Agreement shall be exclusively in the courts of Clark County, Washington. In the event of litigation to enforce the provisions of this Agreement, the prevailing party shall be entitled to reasonable legal fees and expenses in addition to any other relief allowed.
19. **Sovereign Immunity.** Notwithstanding any other terms or provisions of this Agreement, Consultant understands and agrees that the Tribe, by entering into this Agreement, does not waive its sovereign immunity from suit, nor does it waive, alter, or otherwise diminish its sovereign rights, privileges, remedies, or services guaranteed by federal law.

IN WITNESS WHEREOF, we set our hands and seals:

[Signature page(s) to follow.]

Cowlitz Indian Tribe:

By: _____

Date: _____

Name:

Title:

Consultant:

By: _____

Date: _____

Name:

Title:

Exhibit A

Confidential Information Non-Disclosure Agreement

This Agreement is made between Cowlitz Indian Tribe, a federally recognized Indian Tribe, whose principal mailing address is 1055 9th Ave, Longview, WA 98632 ("Tribe") and _____, having its principal place of business at _____ ("Company").

1. Intending to be legally bound, Company hereby accepts the obligations contained in this Agreement in consideration of obtaining access to the Tribe's confidential information. As used in the Agreement, all information provided to Company by Tribe, which is not expressly identified as intended for release or disclosure, must be treated as confidential information.
2. Company has been advised that the unauthorized disclosure, unauthorized retention, or negligent handling of confidential information could cause damage or irreparable injury to the Cowlitz Indian Tribe. Company hereby agrees that it will not divulge the Tribe's confidential information to anyone unless: (a) it has officially verified that the recipient has been properly authorized by the Cowlitz Indian Tribe to receive it; or (b) Company has been given prior written notice of authorization from the Cowlitz Indian Tribe advising that such disclosure is permitted. Company understands that if it is uncertain about the classification status of information, it is required to confirm in writing that the information may be disclosed, except as provided in (a) or (b), above. Company further understands that it is obligated to comply with laws and regulations that prohibit the unauthorized disclosure of confidential information.
3. Company understands that the Cowlitz Indian Tribe may seek any remedy available to it to enforce this Agreement including, but not limited to, application for a court order prohibiting disclosure, publication, or revelation in breach of this Agreement.
4. Company understands that all information to which it has access to, or may access by signing this agreement, is now and will remain the property of, or under the control of, the Cowlitz Indian Tribe unless and until otherwise determined by an authorized official or final ruling of a court of law. Company agrees that it must return all materials which have, or may come into its possession, or for which it is responsible because of such access: (a) upon demand by an authorized representative of the Cowlitz Indian Tribe; or (b) upon the conclusion of the task, contract, or other relationship that requires access to confidential information. If Company does not return such materials upon request, Company understands that it will be in breach of this Agreement.
5. This Agreement shall govern all communication between the parties. This Agreement becomes effective on the date executed and remains in effect until terminated. Company can terminate this agreement by providing written notice to the Tribe thirty days prior to the effective date of the termination; however, company understands and agrees that its obligations and assignments under Paragraphs 1, 2, 3, and 4 of this Agreement survive the termination of any other relationship between the parties as to confidential information shared while the agreement was effective. Upon termination of any relationship between the parties, Company will promptly deliver to Tribe, without retaining any copies, all documents and other materials furnished to Company by the Tribe.

6. This Agreement is governed in all respects by the laws of the Cowlitz Indian Tribe. Where the laws of the Cowlitz Indian Tribe are silent, the substantive laws of the State of Washington govern.
7. Company understands and agrees that disputes or litigation concerning this Agreement and Limited License must be brought in the Cowlitz Indian Tribe's Tribal Court, which is the exclusive court of jurisdiction and venue.
8. A breach of any of the promises or agreements contained herein will result in irreparable and continuing damage to Tribe for which there will be no adequate remedy at law, and Tribe shall be entitled to injunctive relief and/or a decree for specific performance, and such other relief as may be proper (including monetary damages if appropriate).
9. Each provision of this Agreement is severable. If a court should find any provision of this Agreement to be unenforceable, all other provisions of this Agreement shall remain in full force and effect.
10. This Agreement constitutes the entire agreement with respect to the Confidential Information disclosed herein and supersedes all prior or contemporaneous oral or written agreements concerning such Confidential information. This Agreement may only be changed by mutual agreement of authorized representatives of the parties in writing.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written below.

Cowlitz Indian Tribe:

Company:

By:

By:

Date:

Date:

Name:

Name:

Title:

Title:

Exhibit B
Request for Proposal

Exhibit C

Consultant Proposal/Bid

(Reserved for incorporation into the Contract Documents upon award and subsequent negotiations)