REQUEST FOR PROPOSAL
Project Management and Grant Writing Services

Issue Date: November 13, 2026

RFP Reference No.: RFP26.18.18

COWLITZ
INDIAN TRIBE

1055 9th Avenue
Longview, WA 98632

COWLITZ INDIAN TRIBE
REQUEST FOR PROPOSAL
PROJECT MANAGEMENT AND GRANT WRITING

November 13, 2026

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COWLITZ INDIAN TRIBE
REQUEST FOR PROPOSAL
PROJECT MANAGEMENT AND GRANT WRITING

November 13, 2026

REQUEST FOR PROPOSAL (RFP)

RFP Title: Project Management and Grant Writing Services for The Cowlitz Indian Tribe, All Locations.

RFP Response Due Date and Time: 3:00 P.M. PST, December 3, 2026	**Number of Pages in RFP packet (including cover and all Attachments): 39**	**Issue Date:** November 13, 2026

ISSUING AGENCY INFORMATION

Cowlitz Indian Tribe (CIT)
1055 9th Avenue, Longview, WA 98632

Single Point of Contact (SPOC): Cari Clizbe, CIT Program Managers,
Tel. (360) 787-4617 x2739, email cclizbe@cowlitz.org

INSTRUCTIONS TO BIDDERS

Submit Proposal to: Cari Clizbe Programs Manager Cowlitz Indian Tribe 929 Fir Street Longview WA. 98632 cclizbe@cowlitz.org	**Mark Face of Envelope with:** **"RFP Response - Title: Project Management and Grant Writing Services for Climate Resiliency Initiative for The Cowlitz Indian Tribe, All Locations."**

Special Instructions:
Proposals can be either mailed or emailed to cclizbe@cowlitz.org any time prior to the 3:00 deadline on December 3, 2026

FIRMS MUST COMPLETE THE FOLLOWING

Firm Name/Address:	
	(Name and Title)
	(Signature)
	Print name and title and sign in ink. By submitting a response to this RFP, offeror acknowledges they understands and will comply with the RFP specifications and requirements
Type of Entity (e.g., corporation, LLC, etc.)	**Phone Number:**
E-mail Address:	**Fax Number:**

FIRMS MUST RETURN THIS COVER SHEET WITH RFP RESPONSES

REQUEST FOR PROPOSALS (RFP) FOR Grant Writing Services for Climate Resiliency Initiative for The Cowlitz Indian Tribe, All Locations.

The Cowlitz Indian Tribe (CIT) is soliciting proposals for **Project Management and Grant Writing Services for Climate Resiliency Initiative for The Cowlitz Indian Tribe, All Locations.** the Cowlitz Indian Tribe, as described in Scope of Work provided in **Attachment A**. Contractor is responsible to obtain all necessary permits as required. All work must meet federal, local, and Cowlitz Indian Tribe standards, specifications, and codes.

SPECIAL CONSIDERATIONS

A. All bidding, contractual, and work processes for all participating parties must meet the requirements specified in CIT Procurement Code**.**

B. Upon award of this contract to the successful bidder, this RFP will be referenced as an attachment to the contract between both parties.

C. This a Not to Exceed (NTE) contract- $100,000. Contract will expire from 1 year of execution of contract and or when contract value reaches $100,000.00 which comes first.

D. Bid must include all taxes.

E. Must comply with Federal Funding and State Grant programs which includes reporting responsibilities.

F. Domestic preferences for procurements.

    a. As appropriate and to the extent consistent with law, the non-Federal entity should, to the greatest extent practicable under a federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subawards including all contracts and purchase orders for work or products under this award.

For purposes of this section:

    i. “Produced in the United States” means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.
    ii. “Manufactured products” means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

SINGLE POINT OF CONTACT

The Single Point of Contact (SPOC) for this solicitation is:
Cari Clizbe, Cowlitz Indian Tribe Programs Manager
929 Fir Street, Longview WA 98632
Office: 360-787-4617, Ext. 2739, Cell: 360-353-8913, cclizbe@cowlitz.org

RFP SUBMITTAL TERMS

A. Proposals, addressed and mailed or emailed to Cari Clizbe, cclizbe@cowlitz.org, must be submitted on attached **Bid Form,** provided in **Attachment B**, and received at CIT Public Works Department Building at:
929 Fir Street, Longview, WA 98632, no later than
RFP Response Due Date and Time:
3:00 P.M. PST, December 3, 2026

B. Late proposals will not be accepted.

C. Proposals shall be marked:
"RFP Response – Project Management and Grant Writing Services for Climate Resiliency Initiative for The Cowlitz Indian Tribe, All Locations.

This bid shall be for the entire project including labor, materials, equipment, permitting, etc. – all in accordance with the Scope of Work provided in **Attachment A**.

Cari Clizbe, Public Works Programs Manager, Cowlitz Indian Tribe
929 Fir Street, Longview WA. 98632
Tel.: (360) 787-4617, Ext. 2739, Cell: 360-353-8913; cclizbe@cowlitz.org

Questions about the RFP must be submitted **via e-mail or in writing** to the single point of contact on or before:
3:00 P.M. PST November 23, 2026
No additional project questions will be addressed after this date.

A Response addendum with all questions received and Cowlitz Indian Tribe's responses will be posted in an Addendum on **November 30, 2026** on the Cowlitz Indian Tribe website at https://www.cowlitz.org/newsroom/announcements. It is the responsibility of each firm to check this website for Addenda or updates about the project.

PROPOSAL CONTENT & REQUIREMENTS

Proposals should demonstrate that the contractor has the professional capability and availability to satisfactorily and timely complete all the tasks as described in this RFP. Responses should include:

A. The firms legal name, address, telephone number and principal contact e-mail address.
B. The experience, qualifications, and assigned roles of all staff to be assigned to the project.
C. Description of the contractor's prior experience, including any similar projects, location of those project(s), and total construction costs.
D. Proposed staffing for the project.
E. Any concerns regarding proposed method of administration, construction, or schedule.
F. Description of the contractor's current work activities and how these will be coordinated with the project, as well as the contractor's anticipated availability during the term of the project.
G. Bid will be good for at least 90 days.

PREQUALIFICATION

Proposals need to include a minimum of three references that are knowledgeable regarding the contractor's recent performance on projects, including client's name, location where services were provided, contact person(s), contact telephone number, contact e-mail address, and a complete description of services provided, including dates of service. These references may be contacted to verify a contractor's ability to perform the contract. CIT reserves the right to use any information or additional references deemed necessary to establish the ability of the firm to perform the contract. (Negative references may be grounds for proposal disqualifications).

EVALUATION CRITERIA

Submitted Proposals will be evaluated and scored according to the following factors:

A. Overall quality of the Statement of Qualifications – 15%
B. The qualifications and experience of the personnel to be assigned to the project, including reference checks - 25%
C. The contractor's capability to meet time and project budget requirements and the availability of personnel to respond and provide services in a timely manner- 15%
D. Contractor's location - 10%
E. Present or projected workload that would affect completion of the project - 15%
F. Related experience on similar projects - 15%
G. Recent or current work related to Cowlitz Indian Tribe or it's subsidiaries - 5%

After evaluation of all Proposals, the Tribe will apply tribal preference, in accordance with *Cowlitz Procurement Code §3-208 Tribal Preference*, as follows:

(1) First preference: 100% Cowlitz Tribal Member-owned business;
(2) Second preference: 51% or greater Cowlitz Tribal Member-owned business;
(3) Third preference: Businesses owned in part or whole by other Native American owned business. To qualify for this preference, the minimum amount of Native American-ownership of a partially-Native American-owned business is 51% (fifty-one percent).

In applying Tribal Preference, a contract shall be awarded to a qualified business when its bid is responsive to all other conditions and does not exceed the lowest non-Tribal bid by the following amounts:
(1) For bids between $0- $10,000: 10%
(2) For bids between $10,001 and $50,000: 7%
(3) For bids between 50,001 and 100,000: 5%
(4) For bids over $100,000: 2%.

SELECTION PROCESS

Upon receipt of responses, selection committee members will evaluate all responsive proposals and assign scores based on the evaluation criteria stated above. Highest ranking firm may be asked to attend an interview, or Cowlitz Indian Tribe may opt to open direct negotiations with the firm that presents the most qualified, highest scoring proposal. If interviews are conducted, finalists are encouraged to bring renderings/photos of related examples of work and any other pertinent past project information.

Contract negotiations will commence with the highest-ranking bidder. The contract will be awarded upon reaching an appropriate price for the work to be done. If an appropriate agreement cannot be reached with the highest-ranked bidder, the second ranked bidder will be approached, and so on. Unsuccessful bidders will be notified as soon as possible.

This solicitation is being offered in accordance with federal and state statues governing procurement of construction contracts, in addition to Cowlitz Indian Tribe statutes. Accordingly, the Cowlitz Indian Tribe reserves the right to negotiate an agreement based on fair and reasonable compensation for the scope of work and services proposed, as well as the right to reject any and all responses deemed unqualified, unsatisfactory, or inappropriate.

Cowlitz Indian Tribe reserves the right to increase the scope of work with the selected firm as a long as the increase is within the firm's ability. Payment and contract terms will be negotiated with the selected contractor.

OWNER'S RIGHT TO REJECT BIDS

Cowlitz Indian Tribe reserves the right to waive irregularities and to reject any or all bids. The Tribe shall select a preferred contractor based on best value to the project and Tribe.

OWNER'S BEST INTEREST

While Cowlitz Indian Tribe had every intention to award a contract resulting from this RFP, issuance of the RFP in no way constitutes a commitment by the CIT to award and execute a contract. Upon a determination such actions would be in its best interest, the Cowlitz Indian Tribe, in its sole discretion, reserves the right to:

A. Cancel or terminate this RFP; or
B. Reject any or all proposals received in response to this RFP; or
C. Not award a contract, if it is in the Cowlitz Indian Tribes best interest not to proceed with contract execution; or
D. If awarded, terminate any contract if the Cowlitz Indian Tribe determines adequate funds are not available.

INSURANCE REQUIREMENTS

Before commencing the Work and as a condition of payment, and as part of the Lump Sum Amount, Contractor shall purchase and maintain insurance as described below from an insurer admitted to do business in Washington with an A.M. Best financial strength rating of A1 or better, that will protect it from bodily injury or property damage claims arising out of its operations under this Contract, whether the operations are by Contractor, Contractor's consultants or subcontractors, anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable.

A. **Commercial General Liability (CGL)** insurance providing bodily injury liability and property damage liability with combined single limits of not less than $1,000,000 per occurrence. $2,000,000 general aggregate limits, and Products/Completed Operations aggregate limits of $2,000,000, written on an occurrence form.

   If the Owner requires that Contractor’s general liability policy be endorsed so that the aggregate limits of insurance apply on this job, both parties must check the appropriate box: Owner [ ] Contractor [ ].

   Owner shall be included as an additional insured under the CGL policy. Prior to starting work, Contractor shall provide a copy of the actual additional insured endorsement or blanket additional insured policy wording to the CGL policy that documents the Owner’s additional insured status.

B. **Automobile Liability (AL)** insurance with a minimum limit of liability of not less than $300,000 per occurrence for all owned, non-owned and hired automobiles.

C. Professional Liability Insurance to meet or exceed the minimum required by applicable state and federal law.

D. **Workers Compensation (WC)** insurance with a minimum limit of liability of not less than required by the Laws of the State of Washington.

Owner and Contractor will waive their rights of subrogation against one another for any losses covered by the required insurance policies except that Contractor shall be liable for the property insurance deductible if a claim is made against such property insurance and that claim arises out of Contractor's negligence.

BID AND CONTRACT SECURITY, PAYMENT AND PERFORMANCE BONDS

Not applicable- Professional liability Insurance will be required for Grant Writing Services

COMPLIANCE WITH STANDARDS

This project must comply with all federal and state labor standards as applicable, including compliance with federal Davis-Bacon and/or state prevailing wage labor standards, and assuring equal opportunity labor standards and others, as applicable.

TARGET SCHEDULE OF EVENTS

EVENT	**TIME**	**DATE**
Request for Proposal (RFP) issued		November 13, 2026
Written Questions due to CIT	3:00 P.M.	November 23, 2026
Addendum with Questions & Answers Issued by CIT		November 30, 2026
RFP Proposals Due to Cowlitz Indian Tribe	**3:00 P.M.**	**December 3, 2026**
Notice of Intent to Award is issued		December 30, 2026
Intended Date for Notice to Proceed		The date the contract is duly executed by both parties. Anticipated Date: TBD
Work Begins		As described in the Notice to Proceed Letter sent to Contractor
Work Complete		One year from date of executed contract and or NTE amount of 100,000.00 dollars whichever is sooner

SOVEREIGN IMMUNITY

CIT is a Federally Recognized Indian Tribe and exercises Sovereign Immunity, as stated in CIT Procurement Code, *§9-401 Sovereign Immunity in Connection with Contracts*, as follows:

(1) *Solicitation and Award of Contracts*. If concerning a matter outside of the Tribal Trust lands, unless otherwise modified by contract signed by duly authorized Tribal Council representative or by funding obligations outside the control of Tribal government, the Cowlitz Tribal Court shall have jurisdiction over an action between the Tribe and a bidder, offeror, or contractor, prospective or actual, to determine whether a solicitation or award of a contract is in accordance with the Constitution, statutes, policies, and the terms and conditions of the solicitation. The Tribal Court shall have such jurisdiction, whether the actions are at law or in equity, and whether the actions are for monetary damages or for declaratory, injunctive, or other equitable relief.

(2) *Debarment or Suspension*. The Cowlitz Tribal Court shall have jurisdiction over an action between the Tribe and a person who is subject to a suspension or debarment proceeding, to determine whether the debarment or suspension is in accordance with the Constitution, statutes, and policies. The Cowlitz Tribal Court shall have such jurisdiction, whether the actions are at law or in equity, and whether the actions are for declaratory, injunctive, or other equitable relief.

(3) *Actions Under Contracts or for Breach of Contract*. The Cowlitz Tribal Court shall have jurisdiction over an action between the Tribe and a contractor, for any cause of action which arises under, or by virtue of, the contract, whether the action is at law or in equity, whether the action is on the contract or for a breach of the contract, and whether the action is for monetary damages or declaratory, injunctive, or other equitable relief.

(4) *Limited Finality for Administrative Determinations*. In any judicial action under this Section, factual or legal determinations by employees, agents, or other persons appointed by the Tribe shall have no finality and shall not be conclusive, notwithstanding any contract provision, regulation, or rule of law to the contrary, except as provided in Section 3-701 (Finality of Determinations).

By submitting a proposal to this solicitation, Bidder agrees that the Cowlitz Indian Tribe has not waived or otherwise abridged its sovereign immunity. The Bidder further understands that the Cowlitz Indian Tribe does not and will not submit to the jurisdiction of any state or Federal courts in any finally executed contract between the parties.

Notwithstanding any other terms or provisions of this RFP and any subsequent executed contract, Contractor understands and agrees that the Cowlitz Indian Tribe, by posting this RFP and/or entering into subsequent contracts, the Cowlitz Indian Tribe 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.

Attachment A – Scope of work Project Management and Grant Writing Services

Description for Project Management Services:

The Cowlitz Indian Tribe is seeking a qualified individual or firm to provide **Project Management Services (PM) for The Cowlitz Indian Tribe (CIT) Climate Resiliency Initiative, All Locations.** Which includes the ability to manage various climate resilient projects. Assist in developing projects for grant opportunities, negotiate contracts with contractors, but not limit to. It is the intent of the Tribe to award the Project Management Services contract to one firm, but the Tribe could award multiple contracts to qualified firms. Resulting from this selection process, the Tribe intends to enter a one (1) year PM contract with a not to exceed (NTE) amount of $100,000.00 dollars.

The Firm shall provide Project Management services as agreed upon between the parties. The specific services to be provided, deliverables, timelines, and compensation details shall be documented in a separate Scope of Work (SOW) or project plan.

The intent of this SOW is to have a firm Project Manage the Tribe Climate Resiliency initiative. CIT Public Works staff will coordinate the project information as required.

Client agrees to pay firm the agreed-upon fees as outlined In the SOW or project plan. Payment terms, including any applicable milestones and payment schedule, shall be specified in the SOW or project plan.

The firm shall perform the services as an independent contractor and not as an employee or representative of the Client. Firm shall be responsible for all taxes, insurance, and other liabilities associated with status as an independent contractor.

Project Management Services for CIT Climate Resiliency Initiative Basic Scope of Work.

1. Attend Various meetings as required.
2. Must have experience and knowledge of solar array systems (micro-grids), E/V charging stations, Backup Battery systems, Electric vehicles, and other Climate Resilient products.
3. Must have experience and knowledge of negotiating contracts, developing budgets and financial reporting.
4. Must have experience and knowledge of City, State, Federal grant financial reporting systems.
5. Must have experience with local, state and federal codes, laws and ordinance.
6. Must be able to work with local PUD's in developing the Tribal Climate Resilient Projects.
7. Must have experience in managing projects from grant application phase to award of a project, and close out of a project.
8. Must have experience with AutoCAD and Bluebeam software.
9. Must have experience in reviewing and approval submittals, RFI's and other project related documentation.
10. Attend Tribal Council meeting as needed.
11. Site visits- as required.

12. Report to Public Works Director on CIT Climate Resilient projects.
13. Assist in Developing scope of work documentation including narratives describing details of the equipment, labor, and locations of the project, but not limited to.

Description:

The Cowlitz Indian Tribe is seeking a qualified individual or firm to provide **Grant Writing Services (GWS) for The Cowlitz Indian Tribe (CIT) Climate Resiliency Initiative, All Locations."** Which includes the ability to develop a project scope of work (SOW), basic drawings, estimates and schedules but not limited to. It is the intent of the Tribe to award the Grant Writing Service contract to one firm, but the Tribe could award multiple contracts to qualified firms. As a result of this selection process, the Tribe intends to enter a one (1) year GWS contract with a not to exceed (NTE) amount of $100,000.00 dollars.

The Firm shall provide grant writing services as agreed upon between the parties. The specific services to be provided, deliverables, timelines, and compensation details shall be documented in a separate Scope of Work (SOW) or project plan.

The intent of this SOW is to have a firm manage the grant writing process from beginning to when the application is submitted. CIT Public Works staff will coordinate project information as required, but it is not the intent that CIT staff physically write and or apply for a grant, we are there to assist as required.

Client agrees to pay firm the agreed-upon fees as outlined In the SOW or project plan. Payment terms, including any applicable milestones and payment schedule, shall be specified in the SOW or project plan.

The firm shall perform the services as an independent contractor and not as an employee or representative of the Client. Consultants shall be responsible for all taxes, insurance, and other liabilities associated with status as an independent contractor.

Grant Writing Services for CIT Climate Resiliency Initiative Basic Scope of Work.

1. Attend Various meetings as required.
2. Must have experience and knowledge of solar array systems (micro-grids), E/V charging stations, Backup Battery systems, Electric vehicles and other Climate Resilient products.
3. Must have experience and knowledge of negotiating with local PUD's.
4. Must have experience and knowledge of City, State, Federal grant system.
5. Must have the capability in finding funding opportunities.
6. Develop basic drawings, budgets, and schedule but not limited to applying for a grant application requirement.
7. Gather support letters for government agencies, and other sources to support the grant application.
8. Develop resolutions and summary of work for Tribal Council approval.
9. Site visits- as required.

10. Collaboration with Public Works Department to develop a project.
11. Grant writing-
    a. Develop scope of work documentation including narratives describing details of the equipment, labor, and locations of the project, but not limited to.

Firms may elect to submit qualifications for one, or both services identified in this RFP. The Tribe reserves the right to evaluate, negotiate, and award contracts for Grant Writing Services and Project Management Services independently or jointly, based on the best interests of the Tribe. Submission for both service areas does not guarantee award of both services.

Statement of Qualifications (SOQ) Requirements:

1. Contact name, address, telephone number, fax number and e-mail address.
2. Detailed description of skills, experience, and ability to meet project requirements including identification and designation of roles/responsibilities of key project staff.
3. Client references including project type and year of project completion.
4. Detailed description of approach to providing technical services climate resiliency initiative as bulleted above.
5. Statement of acceptance, ability, and willingness to enter a Project Management Services Contract.
6. Statement addressing minority, women, or Native American / Alaska Native business ownership if applicable.
7. Statement of working history with the Cowlitz Indian Tribe and or other Tribes
8. Billable Rates

Ranking:

The following statement components will be rated from 1-10 with 1 being the lowest:

- Demonstrated project experience and skills.
- Capabilities of key project staff
- Experience working with the Cowlitz Tribe and Native American or Alaska Native tribes or entities.
- Inclusion of required Statements
- Client references
- Minority, Women, or Native American/Alaska Native owned entity

Questions:

If you have questions about the RFQ, please email Cari Clizbe at CClizbe@cowlitz.org due by November 23, 2026

ATTACHMENT B
BID FORM

SECTION 00041

THE PROJECT AND THE PARTIES

1.01 TO:

A. Cowlitz Indian Tribe (the Owner)

B. 1055 - 9th Avenue

C. Longview, WA 98632

1.02 FOR: Project Management Services

1.03 SUBMITTED BY: Project Management and Grant Writing Services

A. Bidder's Full Name _____
   1. Address _____
   2. City, State, Zip_____

1.04 OFFER

A. Having examined the Place of The Work and all matters referred to in the Instructions to Bidders, Supplemental Instructions to Bidders, and the Contract Documents prepared by the Cowlitz Indian Tribe for the above mentioned project, we, the undersigned, hereby offer to enter into a Contract to perform the Work for the Sum of:

B. The Bid Amount includes Tax.

1.05 ACCEPTANCE

A. This offer shall be open to acceptance and is irrevocable for ninety days from the bid closing date.

B. If this bid is accepted by Cowlitz Indian Tribe within the time period stated above, we will:
   1. Commence work within seven days after written Notice to Proceed for this bid.

1.06 CONTRACT TIME

If this Bid is accepted, we will complete all work and clean up as scheduled in Section ***Target Schedule of Events*** of this RFP.

1.07 ADDENDA

A. The following Addenda have been received. The modifications to the Bid Documents noted below have been considered and all costs are included in the Bid Sum.
   1. Addendum # _____ Dated _____.
   2. Addendum # _____ Dated _____.
   3. Addendum # _____ Dated _____.
   4. Addendum # _____ Dated _____.

1.08 BID FORM SIGNATURE(S)

A. The Corporate Seal of

B. _____

C. (Bidder - print the full name of your firm)

D. was hereunto affixed in the presence of:

E. _____

F. (Authorized signing officer, Title)

G. (Seal)

H. _____

I. (Authorized signing officer, Title)

1.09 If the Bid is a joint venture or partnership, add additional forms of execution for each member of the joint venture in the appropriate form or forms as above. Using a copy machine, copy this page and complete paragraph 1.08 for each joint venture or partnership and attach to this Bid Form.

END OF BID FORM

ATTACHMENT C

NON-COLLUSION AFFIDAVIT

I, _____, being first duly sworn under oath, do hereby attest and affirm as follows:

1. That I am a duly authorized officer or agent of _____, the bidder submitting the competitive bid attached to this Affidavit, for the purpose of certifying the facts pertaining to the existence of collusion among the bidders or between this bidder and any officer, agent or employee of Cowlitz Indian Tribe (Tribe, CIT), as well as facts pertaining to the giving or offering things of value to officers, agents or employees of CIT or the Tribe in return for special consideration in the letting of any contract pursuant to the attached competitive bid.

2. That I am fully aware of the facts and circumstances surrounding the making of the competitive bid and has been personally and directly involved in the proceedings leading to the submission of such competitive bid.

3. That the competitive bid submitted is genuine and is not the product of any collusion and is not a sham bid, and that all statements in the competitive bid are true.

4. That neither the bidder named above nor anyone subject to the bidder's direction or control has been a party:

   a. to any collusion among bidders to agree to bid at a fixed price or to refrain from bidding, or as to quantity, quality, cost element, profit, overhead, or price in the prospective contract or as to any other term of the prospective contract;

   b. to any collusion with any CIT or Tribal officer, agent or employee as to quantity, quality, cost element, profit, overhead, or price in the prospective contract or as to any other term of the prospective contract;

   c. to any discussions between bidders or between this bidder and any officer, agent or employee of CIT or the Tribe pertaining to the giving or offering things of value to officers, agents or employees of CIT or the Tribe in return for special consideration in the letting of any contract pursuant to the attached competitive bid.

So sworn this ___ day of _____, 20___.

_____
Signature of Affiant

Certification

County of _____)
)ss
State of _____)

I, the undersigned, a duly commissioned and sworn notary public, do hereby certify that on the ___ day of _____, 20___, the above-signed _____ personally appeared before me and was personally known to me, and executed the within instrument and acknowledged that he/she signed the same as his/her free and voluntary act and deed, for the uses and purposes therein mentioned.

_____
Notary Public for _____
My Commission Expires:

MASTER SERVICE AGREEMENT

Between:

The Cowlitz Indian Tribe on behalf of its Department of Public Works
929 Fir Street
Longview, WA 98632
General Phone: 360- 353-9529
Program Phone: 360-353-9932

Company Name
Address
Phone:
(Hereinafter "Vendor")

This Vendor Agreement ("Agreement") is executed by and between VENDOR NAME and the Tribe, a federally recognized sovereign nation pursuant to 65 Fed. Reg. 8436 (Feb. 18, 2000). Vendor and Tribe may be collectively referred to herein as the "Parties", and each may be referred to as a "Party". This Agreement shall be referenced and known as Agreement_____.

TERMS & CONDITIONS

1. **Term.** The effective term of this Agreement shall be for exactly one year from the date the Agreement is fully executed by the parties absent a valid termination action in accordance with the express terms of this Agreement.

2. **Vendor Obligations.** The Vendor agrees to perform services as set forth below and detailed in the attached "Exhibit A— Statement of Work" (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 Vendor 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:
   Dean Reynolds, Director, Department of Public Works.
   Telephone: 360-353-9203
   Cellphone: 360-355-8978
   Email: dreynolds@cowlitz.org

SAMPLE

Vendor's Staff Contact:
Name, Title
Phone:
Email:

4. Notice; Designated Legal Contacts. 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 Vendor shall be at the address set forth on page one of this Agreement, and care of the Vendor's designated staff contact identified above.

4.2. Legal notice to the Tribe shall be to the Cowlitz Tribal Council Chairperson 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 Attn: Tribal Attorney Cowlitz Indian Tribe P.O. Box 996 Ridgefield, WA 98642.

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. Vendor 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 the Cowlitz Tribal Council Chairperson.

6. Compensation.

6.1. *Maximum Compensation.* Each Task Order must list the maximum total compensation amount approved by Tribe and payable to Vendor for that individual Task Order, 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), as further described below and set forth in detail in an attached Task Order". If a Task Order describes separate and specific maximum compensation amounts for Services and expenses, then at the end of the term of that Task Order, 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 is not exceeded. The Maximum Compensation for each task order shall be one hundred thousand dollars and 00/100 ($100,000.00). In no event shall Vendor divide up a single project into multiple task orders. Each task order represents the entirety of the project.

SAMPLE

6.2. Total Value of this contract shall not exceed One Hundred Thousand Dollars and 00/100 ($100,000.00).

6.3. *Eligible Expenses.* Vendor 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, Vendor 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 Vendor under this Agreement. Vendor 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, Vendor 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.* Vendor 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. Vendor 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. Vendor understands and agrees that the use of such funds may be subject to audit by the grantor. Vendor shall reimburse Tribe for any costs of the Vendor that are disallowed by a grantor.

6.6. *Invoicing & Payment.* Vendor shall submit monthly invoices and appropriate supporting documentation to Tribe, including, but not limited to, expense receipts and a brief summary of daily activities associated with Services performed by Vendor. 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 Vendor to Tribe's designated Staff Contact within fifteen (15)

SAMPLE

days after the end of the month in which the Services were provided and/or expenses were incurred. Vendor 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, Vendor 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 Vendor during the relevant invoice period(s). In addition, at Tribe's request, Vendor 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 Vendor of the question or concern. Within five (5) business days following such notification, Vendor shall take action to sufficiently explain or correct the item, or Vendor 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. Vendor 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. Vendor 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. Vendor 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, Vendor 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 Vendor'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*. Vendor 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. Vendor shall 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. Vendor 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 Vendor 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.

SAMPLE

8.2 *Discrimination.* Vendor shall not discriminate against any employee or applicant for employment because of handicap, race, age, religion, or sex. Vendor 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.

8.3 *Taxes, Permits, Fees.* Unless expressly agreed to herein, the Tribe shall not be responsible for the payment of any taxes, permits, licenses or other expenses incurred by Vendor during the performance of this Agreement. Vendor shall 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.* Vendor 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 Vendor to subcontract for such Services shall be null and void, and Vendor shall be responsible for all expenses, fees, and costs associated with any such unauthorized subcontract.

8.4.1 All subcontractors must comply with the Agreement. Vendor must ensure subcontractor compliance with the Agreement.

8.4.2 The Tribe has no contractual obligations to any Subcontractor or vendor under contract to the Vendor. Vendor is fully responsible for all contractual obligations, financial or otherwise, to its Subcontractors.

8.5 *Assignment.* Vendor 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 Vendor to assign any obligations, rights, or fees under this Agreement will be null and void, and Vendor shall be responsible for all expenses, fees, and or costs associated with any unauthorized assignment.

9. Representations & Warranties.

9.1. *Professional Work.* Vendor 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 Vendor's profession for similar projects. Vendor shall notify Tribe of any inconsistencies or errors in Vendor's work that do not meet the aforementioned standards as soon as possible.

9.2. *Compliance with Applicable Laws.* Vendor 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. Vendor represents that it has reviewed, and is familiar with, all laws relevant to the performance of Services under this Agreement.

9.3. *Project Conflicts.* Vendor 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 Vendor with reasonable access to its personnel, facilities, and records necessary to the performance of this Agreement.

10.1 *Confidential Information.* Where Vendor receives any documents or information typically maintained in confidence by the Tribe ("Confidential Information"), Vendor will, subject to applicable law, make all reasonable efforts to prevent the disclosure of such Confidential Information to any and all third parties. Further, Vendor 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 Vendor in connection with this Agreement.

11.2. Ownership. Tribe shall own all Work Product associated with this Agreement; and Vendor agrees that it will not retain any interest in such work product, and shall, in accordance with any and all applicable law, turn over 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 Vendor 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, Vendor shall only disclose Work Product to employees when necessary to perform the Services contemplated by this Agreement; and Vendor shall require all employees to maintain the Work Product's confidentiality.

11.4. Injunctive Relief. Vendor acknowledges that the breach or threatened breach by Vendor 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, Vendor agrees that Tribe may obtain a restraining order and/or injunction prohibiting Vendor's breach or threatened breach of these provisions in addition to any other legal or equitable

remedies. Vendor 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, Vendor 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 as an additional insured:

12.2.1 Commercial General Liability (CGL) insurance providing bodily injury liability and property damage liability with combined single limits of not less than one million dollars and 00/100 ($1,000,000.00) per occurrence, and two million dollars and 00/100 ($2,000,000.00) general aggregate limits, and Products/Completed Operations aggregate limits of two million dollars and 00/100 ($2,000,000), written on an occurrence form.

12.2.2 Professional Liability Insurance to meet or exceed the minimum required by applicable state and federal law.

12.2.3 Commercial Automobile Liability insurance with a minimum limit of liability of not less than three hundred thousand dollars and 00/100 ($300,000.00) per occurrence for all owned, non-owned and hired automobiles.

12.2.4 Worker's Compensation Insurance, Disability Benefits Insurance, and any other insurance required by applicable law.

12.3. Delivery of Certificates. If insurance is required, Vendor 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. Vendor agrees to provide Tribe with at least thirty (30) days prior notice of Vendor'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. Except for worker's compensation and professional liability, Vendor 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. Vendor 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, Vendor's and/ or Vendor's employees', 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.

13.1. Subcontractor shall protect, defend, indemnify, and hold harmless the Tribe, its officers, employees and agents from any and all costs, claims, judgments, and/or awards of damages arising out of, or in any way resulting from the negligent act or omissions of subcontractor, its officers, employees, and/or agents in connection with or in support of this Agreement. Subcontractor expressly agrees and understands that the Tribe is a third-party beneficiary to its Agreement with Contractor and shall have the right to bring an action against subcontractor to enforce the provisions of this paragraph

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, Vendor 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. If 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.

15.2. By Tribal Council Chairperson. If the Parties are unable to resolve the dispute through negotiation, the aggrieved Party shall submit the matter, in writing, to the Chairperson of the Cowlitz Tribal Council. A copy of the aggrieved Party's submission shall be served upon the other Party in accordance with the notice provisions of this Agreement. The Chairperson shall promptly convene a meeting of the Parties, which shall be held at the Cowlitz Indian Reservation in Ridgefield, Washington, to resolve the matter. The decision of the Chairperson shall be final and binding upon both Parties. Provided, however, that nothing shall operate to limit or prohibit Tribe from otherwise enforcing its rights under this Agreement.

15.2.1. *Conflict of Interest.* In the event that the Chairperson has a conflict of interest that would prevent her/him from hearing the dispute, s/he may, at her/his sole discretion, either decline to hear the dispute, or appoint an alternate Tribal Leader or Elder to serve in his/her place.

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 – Statement of Work**
- **Exhibit B - Template Task Order**

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 Statement 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 Cowlitz Indian Tribe. This Agreement is deemed executed at the Cowlitz Indian Reservation in Ridgefield, Washington. Both Parties understand and agree that this Agreement establishes a consensual business relationship between the Parties for purposes of Cowlitz Tribal Court jurisdiction. Venue of any court action filed to enforce or interpret the provisions of this Agreement shall be exclusively in the Cowlitz Tribal Court(s). 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, Vendor understands and agrees that the Cowlitz Indian 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.

20. **Special Provisions.** In addition to the forgoing terms and conditions, the following requirements are agreed to and shall apply to this Agreement:

20.1 **Domestic preferences for procurements.**

(a) As appropriate and to the extent consistent with law, the non-Federal entity should, to the greatest extent practicable under a federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subawards including all contracts and purchase orders for work or products under this award.

(b) For purposes of this section:

(1) "Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.

(2) "Manufactured products" means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

20.2 Each task order written pursuant to this contract will Not Exceed (NTE) One Hundred Thousand Dollars ($100,000.00) per task order. A series of related tasks may not be divided into multiple task orders and related series task orders will not be accepted by the Tribe. Instead, such related tasks constitute a standalone project and must be bid in accordance with all applicable laws.

20.3 Each task order must incorporate by reference this Agreement. Should there be any inconsistencies between the task orders and the Agreement, the Agreement shall govern and control.

20.4 The term of this contract shall be for an initial period of twelve (12) months, with the option for renewals under the terms and conditions of the original contract, unless either party gives written notification to the other party within sixty (60) days prior to expiration of the then-

current term that they do not wish to renew. The contract and any renewals are subject to the availability of funds and annual appropriations by Cowlitz Indian Tribe, Tribal Council. Price increases, if any, shall be in accordance with the original contract or negotiated at time of renewal.

IN WITNESS WHEREOF, we set our hands and seals:

Cowlitz Indian Tribe:

By: _____

Date: _____

Name: Michael Watkins
Title: Tribal Manager

COMPANY:

By: _____

Date: _____

Name:
Title:

SAMPLE

EXHIBIT A
STATEMENT OF WORK

Task Order(s) will be incorporated.

SAMPLE

EXHIBIT B
TASK ORDER TEMPLATE

Cowlitz Indian Tribe
PO Box 2547
1055 9th Avenue Ste. B
Longview, WA 98632
P: 360-577-8140
F: 360-577-7432
www.cowlitz.org

TASK ORDER

1) This CIT Task Order incorporates by reference, and it's date executed, the Master Consultant Agreement (MCA) between the below Client Name and the Cowlitz Indian Tribe (CIT).
2) This CIT Task Order serves as an Official Notice to Proceed once Client Approval and CIT Approval is Signed & Dated.

CIT REFERENCED MCA & DATE EXECUTED		CIT TASK ORDER No.	
CLIENT NAME		CLIENT POC	
CLIENT ID No.		CLIENT PHONE	
CLIENT QUOTE No.		CLIENT EMAIL	

ORDER DATE		EXPECTED START DATE		EXPECTED END DATE	
CIT TASK ORDER COMPILED BY		CIT TASK ORDER POC & MANAGER			

CIT TASK DESCRIPTION / SCOPE OF WORK	
CIT ADDITIONAL COMMENTS	

SERVICE AND LABOR DESCRIPTION	HOURS	RATE	AMOUNT
			$ -
			$ -
			$ -
			$ -
			$ -
			$ -
		LABOR TOTAL	$ -

PARTS AND MATERIALS DESCRIPTION	QUANTITY	PRICE PER UNIT	AMOUNT
			$ -
			$ -
			$ -
			$ -
			$ -
			$ -
		MATERIAL TOTAL	$ -

CLIENT SIGNATURE OF APPROVAL	
CLIENT TITLE OF APPROVAL	
CLIENT DATE OF APPROVAL	
CIT SIGNATURE OF APPROVAL	
CIT TITLE OF APPROVAL	
CIT DATE OF APPROVAL	

SUBTOTAL	$ -
BOND	$ -
OTHER	$ -
TAX	$ -
GRAND TOTAL	$ -

Supplemental Conditions

"Tax" or "Taxes": shall mean all fees, taxes (including sales taxes, use taxes, stamp taxes, value-added taxes, ad valorem taxes and property taxes (personal and real, tangible and intangible)), import levies, assessments, withholdings and other similar charges and impositions of any nature, plus all related interest, penalties, fines and additions to tax, now or hereafter imposed by any federal, state, county, municipal, local or foreign government or other taxing authority (including penalties or other amounts payable pursuant to subtitle B of Title I of ERISA). All taxes must be included in suppliers price.

WORDS AND PHRASES

Where the words "as shown," "as detailed," "as indicated," or other such words are used in the Contract, reference is to the drawings and specific instructions unless the context clearly indicates a different meaning. "Approved", "reasonable", "suitable", "acceptable", "proper", "satisfactory", or other such words, except as otherwise specified, shall mean satisfactory in the judgment of Purchaser only to the extent of judging the apparent compliance of the Work with the Contract. "As ordered", "as directed", "as required", "as permitted", "as allowed", or other such words shall mean the action of Purchaser is intended only to the extent of judging the apparent compliance of the Work with the Contract and to require appropriate action. The Parties explicitly recognize that Purchaser's judgments for apparent compliance of the Work with the Contract are administrative in nature and do not relieve Supplier of its obligations under the Contract or impose any such obligations on Purchaser. Wherever the Contract provides that Supplier shall perform certain Work "at its expense" or "without charge," or that certain Work "shall not be paid for separately," such quoted or similar words and phrases mean that Supplier shall not be entitled to any additional compensation from Purchaser for such Work, and the cost thereof, unless otherwise specified, shall be considered as included in the payment for other items of Work.

1.0 EFFECT OF SECTION HEADINGS

Section headings appearing in the Contract are inserted for convenience of reference only and shall in no way be construed to be interpretations of text.

2.0 SUPPLIER'S REPRESENTATIONS AND OBLIGATIONS

2.1 Supplier hereby represents that it has, by careful examination, satisfied itself as to the nature and location of the Work, the conformation and configuration of the ground, the character, quality and quantity of the materials to be encountered both above and below ground, environmental conditions including weather, the character of equipment and facilities needed preliminary to and during the prosecution of the Work, the general and local conditions including labor relations and all other matters, including, but not limited to Applicable Laws which may in any way affect the performance of the Work under the Contract. Supplier shall have no claim for additional compensation or additional time based on a lack of knowledge of such conditions.

2.2 Records of conditions above and below ground, water records or other observations which may have been made by or for Purchaser shall be made available to Supplier for its information, upon request, but there is no express or implied guarantee as to the accuracy of such records or any interpretation of them. Supplier acknowledges this disclaimer and that it has formed its own opinion concerning all of these conditions from an inspection of the Jobsite and has made its own interpretation of such records.

2.3 Supplier shall secure from Purchaser all information necessary for the performance of the Work prior to commencing such Work.

2.4 Supplier shall carefully study and review the Contract and related documents and, prior to commencing any portion of the Work, shall carefully review applicable drawings and specifications and shall immediately provide to the Contract Coordinator Notice of any conflict with Applicable Laws or of any errors, inconsistencies or omissions it may discover. Provided that Supplier has furnished Purchaser timely Notice, Supplier shall not be liable to Purchaser for any damage resulting from any such reported errors, inconsistencies or omissions in the drawings or specifications. Supplier shall perform work on any portion of the Work only upon receipt of approved drawings, specifications or instructions from the Contract Coordinator.

2.5 Purchaser assumes no responsibility for any understandings or agreements made by any of its representatives during or prior to execution of the Contract unless such understandings or agreements are expressly stated in the Contract.

2.6 All loss or damage to Supplier arising out of the Work or from the action of the elements, or from any unforeseen circumstance in the prosecution of the Work, including inefficiencies or claims of inefficiencies, shall be sustained and borne by Supplier at its own cost and expense.

2.7 Supplier represents and warrants that it is fully experienced in projects of the nature, scope and magnitude of the Work, and properly qualified, registered, licensed, equipped, organized and financed to perform the Work.

2.8 Supplier shall schedule and implement the performance of the Work as necessary to support the project schedule.

2.9 Personnel shall have the qualifications, prior experience and specialty skills necessary to perform the Work. Supplier shall ensure in all cases that Supplier (and Subcontractor) Personnel have received all training relevant to Work to be performed as required by Applicable Law or Applicable Permits. Purchaser may require Supplier at no increased cost to Purchaser to remove from the Project its Personnel or Subcontractors who fail to obey Applicable Laws or Applicable Permits. Supplier shall at all times enforce strict discipline and good order among Personnel engaged in the performance of the Work. Supplier, upon Purchaser request, shall maintain and be able to provide documentation reflecting the qualifications and specialty skills of such Personnel. Notwithstanding the obligations of Supplier under Section 4.12, Supplier shall provide commercially reasonable staffing levels at all times as required to perform the Work, which shall include 24/7 manpower coverage to minimize total outage duration.

2.10 Personnel shall comply with all CIT rules, specifically CIT Site Specific Requirements for Suppliers, and all regulations, policies, and procedures and Applicable Law.

3.0 DRAWINGS AND SPECIFICATIONS

3.1 Drawings, specifications and copies thereof furnished by Purchaser are the property of Purchaser and shall not be used by Supplier on other jobs and shall be returned upon the termination of Purchaser the Contract or at such earlier time as may be requested by Purchaser.

3.2 Engineering drawings and specifications issued for construction shall be provided by Purchaser and shall be adhered to by Supplier in performance of the Work [and any additional information concerning the Work may be provided by or through the Contract Coordinator]. Any such additional information shall not be interpreted as requiring or allowing Supplier to deviate from approved drawings and specifications.

3.3 Any review of Work in process or any visit or observation during construction or any clarification of drawings and specifications by the Contract Coordinator, whether through personal observation on the Jobsite or by means of approval of shop drawings for temporary construction or [construction processes], or by other means or method, is agreed by Supplier to be for the purpose of observing the extent and nature of Work completed or being performed, as measured against drawings and specifications constituting the Contract, or for the purpose of enabling Supplier to more fully understand drawings and specifications so that the completed Work will conform thereto, and shall in no way relieve Supplier from full and complete responsibility for proper performance of Work including but not limited to the propriety of means and methods of Supplier in performing the Contract and the adequacy of any designs, plans or other facilities for accomplishing such performance. Deviation by Supplier

from drawings and specifications that may have been in evidence during any such visitation or observation by the Contract Coordinator, whether called to Supplier's attention or not, shall in no way relieve Supplier from its responsibility to complete all Work in accordance with said drawings and specifications.

3.4 If in the performance of the Work Supplier determines, observes, or questions any part of the Work despite compliance with the applicable drawings, design or specifications, which may render the Work to be deficient, unsafe or in noncompliance with codes or standard industry practice, Supplier shall notify the Contract Coordinator immediately for disposition.

3.5 If applicable, Supplier shall be furnished with at least one hard copy of specification text and drawings smaller than 11" x 17" and one reproducible copy of larger drawings that comprise Project plans associated with the Work. Supplier shall at all times keep at least one copy of such plans accessible on the Jobsite, with all approved revisions entered in said copy and noted thereon.

Upon completion of the applicable portion of the Work, Supplier shall furnish Purchaser with a complete set of drawings and specifications with all revisions and modifications shown as they are incorporated into the Work.

4.0 LINES AND GRADES

4.1 Unless otherwise specified in the Contract and if applicable, the contract Coordinator shall provide Supplier with sufficient control lines and grades. All transition of such control lines to the point of execution of the Work shall be the responsibility of Supplier and shall be subject to verification of the Contract Coordinator at any time.

4.2 Supplier shall carefully preserve all control lines provided by the Contract Coordinator and, in case of their destruction or removal by Supplier or its Personnel or Subcontractors, Supplier shall immediately inform the Contract Coordinator and re-establish the control lines at Supplier's expense.

5.0 CONTRACT INTERPRETATION

5.1 All claims of Supplier, all questions concerning interpretation or clarification of the Contract or the acceptable fulfillment of the Contract on the part of Supplier and all questions as to compensation and to extension of time shall be submitted in writing to the Contract Coordinator for determination within a reasonable time. Supplier shall proceed with the Work at the direction of and in accordance with the determinations, instructions and clarifications of such representative. Supplier shall be responsible for requesting instructions or interpretations in accordance with this Article 5.0 and shall be solely liable for any cost and expenses arising from its failure to do so.

5.2 In case of conflict between or among documents related to the Contract, the following order of precedence shall apply unless otherwise specified:

(a) First, Amendments to this Contract,
(b) Second, these Supplemental Conditions
(c) Third, the Appendices, Exhibits, Attachments and reference documents herein,
(d) Fourth, Revisions to Releases/Purchase Orders (accepted and agreed upon in writing by Purchaser and Supplier) and
(e) Last, other documents incorporated into the Purchase Order.

5.3 Releases shall not in any way change, amend, supersede, or supplement the terms and conditions of the Contract except as provided in these Supplemental Conditions.

5.4 In case of conflict among Change Orders, the Change Order with the most recent date shall take precedence. In case of conflict among Releases, the Release with the most recent date shall take precedence.

5.5 Figure dimensions on drawings shall govern over scale dimensions and detail drawings shall govern over general drawings.

6.0 SUPPLIER'S PERFORMANCE

6.1 Supplier shall provide, pay for and use in the performance of the Work, all labor, materials, goods, consumables, equipment, tools, construction equipment and machinery, water, heat, utilities, transportation and other facilities and services, except those provided by Purchaser, for proper and timely execution and completion of the Work as provided for in the Contract.

6.2 No later than the fifth day of each month, Supplier shall report to the respective Site Industrial Safety Manager the total person-hours performed by the Supplier and its Subcontractors at the plant site during the previous month.

7.0 CONSTRUCTION EQUIPMENT

Purchaser, at its option, may furnish to Supplier any items of construction equipment with individual purchase value of Five Hundred Dollars ($500) or more required by Supplier to perform the Work in accordance with the Contract. In such case the Contract Price shall be reduced accordingly.

8.0 SUPERVISION OF THE WORK

8.1 Supplier shall provide a competent Superintendent and adequate supervision on the Jobsite at all times during performance of the Work to ensure that the Work is being performed in accordance with the Contract. Purchaser shall have the right to review the experience, qualification and certification record of Supplier's key Personnel prior to their assignment to the Work.

8.2 Superintendent shall represent Supplier and shall be a duly authorized agent of Supplier. Superintendent shall not be removed from the Work without prior Notice to Purchaser.

8.3 Supplier, Superintendent and Supplier's supervisors shall cooperate at all times with Purchaser, Purchaser Contract Coordinator and other contractors and Subcontractors in all matters, including labor relations.

8.4 In the event of any reassignment or change in key Personnel such as the Superintendent or supervisors, Supplier shall provide and overlap of key Personnel for a period of time sufficient to ensure that no adverse impact to the Work occurs. All costs of such overlap shall be borne by Supplier and shall not be reimbursable under the Contract.

9.0 COOPERATION WITH OTHERS

Supplier shall cooperate with Purchaser in scheduling the order of performance of the Work, and shall pursue the Work in such a manner to eliminate interference with other work being performed at the Jobsite.

10.0 CHARACTER OF WORKERS

10.1 Supplier shall at all times enforce strict discipline and good order among Personnel engaged in the performance of the Work and shall ensure that all Personnel are skilled in, qualified for and otherwise fit for the performance of the portion of the Work assigned to such Personnel. Supplier

shall immediately remove from the Work Supplier's or Subcontractor's Personnel who Supplier determines are unfit, or who create disciplinary, security or safety problems.

10.2 Purchaser reserves the right to request Supplier to remove immediately from the Jobsite any Personnel of Supplier, any Subcontractor, or any Subcontractor Personnel, who, in the sole opinion of Purchaser, (i) poses any threat to the security, health or safety of Purchaser, its property, its customers, or the public, (ii) whose conduct adversely affects the Work or reflects unfavorably upon Purchaser or (iii) who have been terminated for cause by Purchaser or its affiliates.

11.0 STANDARDS AND CODES

11.1 All correspondence, invoicing, reports, drawings and other communications, both oral and written, related to the Contract shall be in the English language. All drawings, specifications and other technical submittals shall be provided in a format consistent with the technical standards for presentation of such material then in effect by the prevalent United States of America organization responsible for the promulgation of such standards, including, but not limited to, American National Standards Institute, American Society of Mechanical Engineers, National Electric Code, and National Electrical Manufacturer's Association. All measurements shall use the English system. All monies due shall be invoiced and payable in U.S. Dollars.

11.2 Whenever references are made in the Contract to standards or codes in accordance with which Work is to be performed or tested, the edition or revision of the standards or codes current on the effective date of the Purchase Order (if the scope of Work is initially specified in the Purchase Order) or Release (if the scope of Work is initially specified by a Release) shall apply unless otherwise expressly set forth in the Contract.

11.3 In case of conflict between any referenced codes, specifications, and standards and the contract specifications, the more stringent shall govern

12.0 LABOR RELATIONS

12.1 Supplier shall establish and administer a labor relations program covering the Work. Such program shall be in compliance with Purchaser requirements and guidelines established for the Project. Purchaser's interface for construction labor relations matters shall be its designated contact for labor relations and Supplier shall provide reports regarding such matters as Purchaser may require.

12.2 In the event that Supplier experiences labor relations difficulties that may affect the progress of the Work or the work of Purchaser or other contractors, it shall immediately notify the Contract. Coordinator. If such difficulties result in a strike, lockout or other labor problems which disrupt the progress of the Work or the work of Purchaser or other contractors, Purchaser may take any or all of the following actions:

12.2.1 Replace Supplier upon twenty-four (24) hour Notice with another supplier at no cost whatsoever to Purchaser and require Supplier to reimburse Purchaser for any additional expenses incurred in exercising this right.

12.2.2 Require Supplier to reimburse Purchaser for any damages suffered by reason of the labor problems.

12.2.3 If such labor problems continue beyond forty-eight (48) hours, by Notice require Supplier to take whatever steps are necessary to perform the Work.

12.3 Failure of Purchaser to exercise any of its rights under this Article 19.0 shall not constitute a waiver of those rights with respect to future labor problems. Supplier's ability to obtain labor to perform its own Work shall not constitute a defense if Supplier's labor problems are disrupting the work of other contractors or Purchaser.

13.0 SUPPLIER'S WORK AREA

All of Supplier's work areas on the Jobsite shall be assigned by Purchaser. Supplier shall confine its office, shops, storage, assembly, equipment and vehicle parking to the areas so assigned. Should Supplier find it necessary or advantageous to use any additional land outside the Jobsite for any purpose whatever, Supplier shall, at its expense, provide and make its own arrangements for the use of such additional land and all facilities and services used thereon.

14.0 SUPPLIER'S BUILDINGS

The buildings, trailers or structures at the Jobsite provided by Supplier for its operations and Personnel shall be permitted only when and at such places as designated by the Contract Coordinator. Supplier's buildings shall be prominently marked with its name and logo. Lighting, safety, housekeeping and sanitary conditions in or about such structures shall at all times be maintained by Supplier in a manner satisfactory to the Contract Coordinator.

15.0 SUPPLIER'S PLANT, EQUIPMENT AND FACILITIES

15.1 Supplier shall not damage, close, or obstruct any utility installation, highway, road or other property until permits therefor have been obtained and the affected parties have been properly notified. If facilities are closed, obstructed, damaged or rendered unsafe by Supplier's operations, Supplier shall, at its expense, make such repairs and provide such temporary guards, lights and other signals as necessary or required for safety and as will be acceptable to Purchaser.

15.2 Unless otherwise specifically provided in the Contract, Supplier shall not do any Work that would disrupt or otherwise interfere with the operation of any pipeline, telephone or electric transmission line, telecommunication or computer cable, communication system, ditch or other structure, nor enter upon lands in their natural state until approved by Purchaser. Before beginning such Work, Supplier shall give Notice to Purchaser of its intention to start such Work. Supplier shall not be entitled to any extension of time or any extra compensation on account of any postponement, interference or delay caused by any such facility, ditch or structure being on or adjacent to the Jobsite. All costs in connection with any repairs or restoration needed by reason of any such disruption or interference shall be borne by Supplier.

15.3 Supplier shall preserve, protect and prevent loss or damage to all cultivated and planted areas, vegetation walks, pavements, roadways, structures and utilities on or adjacent to the Jobsite, except as expressly provided in the Contract or approved by the Contract Coordinator. Supplier shall be responsible for damage to any such areas and vegetation and for unauthorized cutting of trees and vegetation, including without limitation damage arising from the performance of the Work through operation of equipment or stockpiling of materials. All costs in connection with any repairs or restoration necessary or required by reason of any such damage or unauthorized cutting shall be borne by Supplier.

16.0 PROTECTION OF PROPERTY

16.1 Supplier shall not damage, close, or obstruct any utility installation, highway, road or other property until permits therefor have been obtained and the affected parties have been properly notified. If facilities are closed, obstructed, damaged or rendered unsafe by Supplier's operations, Supplier shall, at its expense, make such repairs and provide such temporary guards, lights and other signals as necessary or required for safety and as will be acceptable to Purchaser.

16.2 Unless otherwise specifically provided in the Contract, Supplier shall not do any Work that would disrupt or otherwise interfere with the operation of any pipeline, telephone or electric transmission line, telecommunication or computer cable, communication system, ditch or other structure, nor

enter upon lands in their natural state until approved by Purchaser. Before beginning such Work, Supplier shall give Notice to Purchaser of its intention to start such Work. Supplier shall not be entitled to any extension of time or any extra compensation on account of any postponement, interference or delay caused by any such facility, ditch or structure being on or adjacent to the Jobsite. All costs in connection with any repairs or restoration needed by reason of any such disruption or interference shall be borne by Supplier.

16.3 Supplier shall preserve, protect and prevent loss or damage to all cultivated and planted areas, vegetation walks, pavements, roadways, structures and utilities on or adjacent to the Jobsite, except as expressly provided in the Contract or approved by the Contract Coordinator. Supplier shall be responsible for damage to any such areas and vegetation and for unauthorized cutting of trees and vegetation, including without limitation damage arising from the performance of the Work through operation of equipment or stockpiling of materials. All costs in connection with any repairs or restoration necessary or required by reason of any such damage or unauthorized cutting shall be borne by Supplier.

17.0 SANITATION

17.1 Except as otherwise provided in the Contract, necessary sanitary conveniences for use by Supplier's employees and Subcontractors at the Jobsite shall be furnished and maintained by Supplier in such manner and at such locations as shall be approved by the Contract Coordinator.

18.0 HEALTH AND SAFETY

18.1 Supplier shall be solely responsible for the safety and health of its Personnel and Subcontractors engaged in the execution of the Work as well as for the protection of the improvements being erected and property of itself, its Personnel and Subcontractors. Superintendent shall be responsible for the prevention of accidents and administration of Supplier's safety programs and shall report all injuries to Purchaser immediately.

18.2 Supplier shall take all precautions for the safety and health of, and shall provide all protection necessary to prevent damage, injury or loss to:

18.2.1 All persons engaged in or performing the Work and all other persons who may be affected thereby; and

18.2.2 All Work and all materials and equipment to be incorporated therein, whether in storage on or off the Jobsite, under the care, custody or control of Supplier or Subcontractor

18.3 In performing any part of the Work at the Jobsite, including Care pursuant to Article 63.0, WARRANTY, Supplier shall comply with all Applicable Laws pertaining to the health and safety of persons or property and protect them from damage, injury or loss. Supplier shall also comply with all Jobsite work rules and regulations, copies of which shall be provided to Supplier upon request.

25.3.1.1 Supplier shall not permit or suffer the introduction or use of intoxicating liquor, firearms, or drugs upon the Work, including Cure, or upon any of the grounds occupied or controlled by Supplier.

25.3.1.2 All Supplier and Subcontractor employees shall be subject to "post accident" and/or "reasonable suspicion" controlled substances and alcohol testing while at the Jobsite. "Reasonable suspicion" shall be determined in the sole discretion of Purchaser. No Supplier or Subcontractor employee required to take a post-accident alcohol test shall use alcohol for eight hours following the accident, or until he/she undergoes a post-accident alcohol test, whichever occurs first.

25.3.2 Dust, smoke, and other air contaminants from any source whatsoever shall not be discharged into the atmosphere in violation of Applicable Laws. Supplier shall use reasonable effort to minimize dust conditions in all areas within the Jobsite of Supplier's operations.

26 CLEANING UP

Supplier shall, at all times, keep its work areas in a neat, clean, and safe condition. Supplier shall be responsible for continuous clean up and removal of its trash, debris, waste materials and scrap and disposal of same off the Jobsite. Upon completion of any portion of the Work, Supplier shall immediately remove all of its equipment, construction plant, temporary structures and surplus materials not to be used at or near the same location during later stages of the Work. Upon completion of the Work and before final payment is made, Supplier shall, at its expense, satisfactorily dispose of all temporary structures, rubbish, unused materials, and other equipment and materials belonging to it or used in the performance of the Work, including return to Purchaser's warehouse or designated lay down area(s) at Purchaser's option of any salvageable materials for which Purchaser has reimbursed Supplier or that has been supplied by Purchaser for incorporation into the Work but not used; and Supplier shall leave the premises in a neat, clean and safe condition acceptable to the Contract Coordinator. In the event of Supplier's failure to comply with the foregoing, the same may be accomplished by Purchaser at Supplier's expense.

19.0 APPROVAL OF SUBCONTRACTORS

19.1 Nothing contained in the Contract shall create any contractual relationship between Purchaser and any Subcontractor.

19.2 Prior to commencing Work, Supplier shall submit a list of the potential Subcontractors proposed for all portions of the Work. Purchaser shall notify Supplier of any objection or non-acceptance of any potential Subcontractor at any time. Supplier shall then replace such Subcontractor with an acceptable Subcontractor.

19.3 Supplier shall not contract with any Subcontractor disallowed by Purchaser. Supplier shall not be required to contract with any Subcontractor against whom Supplier has reasonable objection.

19.4 Supplier shall not make any substitution for any Subcontractor who has been accepted by Purchaser unless the substitution is accepted in writing by Purchaser.

20.0 SUBCONTRACTUAL RELATIONS

All Work performed for Supplier by Subcontractor shall be pursuant to an appropriate agreement between Supplier and Subcontractor which agreement shall:

20.1 Preserve and protect the rights of Purchaser under this Contract with respect to the Work to be performed under the subcontract so that the subcontracting hereof will not prejudice such rights; and

20.2 Obligate each Subcontractor specifically to consent to the applicable provisions of this Contract.

21.0 TIME, ORDER OF COMPLETION AND DELAYS

21.1 Prior to performing the Work, Supplier shall submit schedule(s) to the Contract Coordinator that show the order in which Supplier will start the several parts of the Work and the dates of completion of the several parts to conform to Purchaser's Project requirements. The schedule(s), as approved by the Contract Coordinator, shall become a part of the Contract. Supplier shall not revise such approved schedule(s) without the written approval of the Contract Coordinator. Supplier shall notify the Contract Coordinator within twenty-four (24) hours of its determination that there will be a delay in completion of the Work in accordance with the approved schedule(s); however, in the event of an outage, Supplier shall give notice within two (2) hours. Supplier shall also, within a reasonable time not to exceed seventy-two (72) hours after the time it gives notification of its belief that its performance may be delayed, give Purchaser a written recovery plan which Purchaser may accept or reject in its sole discretion.

21.2 Time of delivery or performance of the Contract is of the essence. Supplier shall conform to all requirements for time of completion and scheduling of the Work as prescribed in the Contract.

21.3 If progress of the Work is such that Purchaser has reasonable grounds for insecurity that the Work will not be completed in accordance with the schedule(s), Supplier shall, as approved by Purchaser, utilize overtime or other means as required to overcome the effects of lack of progress at Supplier's expense.

22.0 INSPECTION

22.1 All Work shall be properly inspected, and tested if appropriate, by Supplier and shall at all times be subject to additional inspection by Purchaser and its designee(s), including, but not limited to, Work performed at the Jobsite. Purchaser, Purchaser's designee(s) and government agencies shall be afforded full and free access to the shops, factories or places of business of Supplier and Subcontractors for such inspection and to determine the status of the Work. Neither the failure to make such inspection, nor the failure to discover defective workmanship, materials, or equipment, nor approval of or payment to Supplier for such Work shall prejudice the rights of Purchaser thereafter to correct or reject the same.

22.2 Supplier shall keep complete and accurate records of Supplier's inspection and testing of all materials and equipment received, stored, and issued for use in the Work.

23.0 PERMITS AND GOVERNMENTAL APPROVALS

23.1 Supplier shall secure and pay for all permits, governmental fees and licenses necessary for proper execution and completion of the Work unless otherwise specified in the Contract.

23.2 Supplier shall obtain and maintain those consents, permits, licenses and other authorizations that are required to conduct its business at no cost to Purchaser.

23.3 Supplier shall support and cooperate with, and shall not oppose the efforts of, Purchaser to obtain all approvals from Governmental Authorities necessary for Purchaser to implement the Project and to obtain the equipment and services contemplated in this Contract, and Supplier shall not participate as an adverse party to Purchaser in any proceeding before any Governmental Authority relating to the Project, or Supplier's scope of Work under this Contract.

24.0 TAXES

24.1 Supplier is responsible for and shall pay all taxes due under the Contract, if any, including all present or future import duty, federal, state, county, municipal or other excise or similar taxes levied with respect to the Work, excepting all current sales and use taxes which shall be paid in accordance with the instructions contained in the Purchase Document. Supplier expressly agrees that Purchaser shall incur no liability or expense under the Contract due to change in tax or duty requirements, excluding sales and use tax. Any increase in taxes or duties, excluding sales and use tax, shall be at the expense of Supplier and not Purchaser.

24.2 In no event shall Purchaser be required to pay any tax levied on or determined by Supplier's income, taxes expressly imposed to be paid solely by Supplier or licenses and permits required for Supplier to conduct business.

24.3 Purchaser shall not be obligated to pay, and shall be immediately reimbursed by Supplier if Purchaser does pay, any taxes, including penalties or interest charges, levied or assessed by reason of any failure of Supplier to comply with the Contract, Applicable Laws or governmental regulations, and Supplier shall indemnify and save Purchaser harmless from the payment of any and all such taxes, penalties and interest.

25.0 COMPLIANCE WITH LAWS, RULES AND REGULATIONS

25.1 The Contract shall be construed in accordance with and governed by the laws of the state in which the Jobsite is located without giving effect to its conflict of laws provisions.

25.2 Supplier shall perform all Work in accordance with all Applicable Laws, Applicable Permits, and applicable codes, rules, regulations, orders and standards of federal, state, regional, local and municipal governmental agencies and all standards, rules, regulations, ordinances and orders issued by such agencies.

25.3 Supplier shall provide all inspections required by law and shall pay all fees and charges in connection therewith, unless otherwise provided in the Contract.

26.0 MAINTENANCE OF TRAFFIC (MOT)

26.1 Supplier is responsible for all maintenance of traffic associated with project, unless otherwise specified elsewhere in this contract.

27.0 DUST CONTROL

27.1 Supplier is responsible for maintaining and controlling all of dust created by project work site. Supplier will utilize the industries best management practices to keep dust under control. If dust becomes an issue, contractor must stop all work until dust has met the State, local and Tribal dust control requirements.

28.0 REPORTING

28.1 Contractor is required to submit a work schedule for the prior week no later than 5 days before starting work. The schedule should at minimum detail work to be performed, man-power, and hours of work per day.

28.2 A weekly project meeting will be required. Date and Times will be approved by owner. At minimum meeting shall include discussion on schedules, change orders, performance, quality, safety etc.

28.3 Preferred scheduling software Microsoft Project

29.0 WORKING HOUR RULES

29.1 Contractor is not allowed to work holidays without prior Tribal Representation approvals.

29.2 Normal Working hours will be Monday through Friday 8:00 am to 5:00 pm. Unless prior approvals from Tribal Representative.

29.3 No work shall be performed on Federal Government and or Tribal recognized Holidays.

30.0 DAVIS BACON/PREVAILING WAGE RULES

30.1 Prevailing wage rules must be strictly adhered to. It is the supplier's responsibility to report certified payroll on a timely basis and per Davis Bacon//Prevailing Wage Rules.

31.0 COMMUNICATION

31.1 Communication shall be by means of telephone, email Prevailing wage rules must be strictly adhered to. It is the supplier's responsibility to report certified payroll on a timely basis and per Davis Bacon//Prevailing Wage Rules.

31.2 All costs associated with communications such as; phones, computers, copier/printer/fax, certified mail but not limited to will be the responsibility of the contractor/vendor, unless otherwise specified in preceding contract documents.

32.0 QUALITY CONTROL

32.1 Right of Entry

All work and material under this contract shall be subject to inspection and test by Cowlitz Indian Tribe (CIT) or its customer(s) at any point during the manufacturing or processing sequence(s).

If any inspection or test is performed by CIT or its customer(s) at the supplier and/or sub-tier, the supplier shall provide the necessary facilities, equipment and assistance for the safety and convenience of CIT or its customer(s) inspectors/auditors in the performance of their duties.

Quality Assurance Clauses **Quality assurance clauses one through ten shown below are standard purchase order clauses and are in addition to the standard terms and conditions of this purchase order.**

32.2 CERTIFICATION: Supplier / Vendor shall provide a "Certificate of Conformance" that material and / or articles meet all provisions of the CIT Purchase Order including the latest specification revisions and applicable change orders or deviations. Certifications must accompany each delivery against the purchase order and must contain at a minimum the following:

Purchase Order Number

Certification Number

Part Number & Part Revision

A statement that the materials/processes conform to the applicable specifications

Note: Records and all associated documentation must be maintained on file and available for review by CIT and its Customers. Record retention period for Critical Items shall be 30 years. Retention period for all other programs shall be 10 years.

33.3 INSPECTION SYSTEM: Unless otherwise specified on the Purchase Order, the Supplier/Vendor shall have an adequate inspection system for maintaining control of materials/products fabricated/manufactured in your facility. Calibration procedures must meet, as a minimum, the requirements of ANSI/NCSL Z540-1 & ISO 10012-1 or MIL-STD-45662. Vendor/Supplier shall have an established Quality program or inspection system whose procedures are in accordance with a AS9100 Compliant System. Supplier's / Vendor's inspection system may be periodically audited by CIT and/or by its customers.

33.4 Articles or Materials shall be manufactured or produced in accordance with applicable blueprint and/or specifications. Deviations may be made only by written amendment to the Purchase Order when authorized by CIT's Project Management Team.

33.5 APPROVED FACILITIES: It is the Vendor's responsibility to utilized only approved facilities for processing used in work relating to this order.

33.6 PRESERVATION AND PACKAGING REQUIREMENT: Unless otherwise specified, the Supplier/Vendor shall maintain controls to assure compliance of preservation, packaging and shipping requirements of this order. The use of commercial practices does not relieve the Supplier/Vendor from the responsibility of packaging in a manner that will insure receipt at CIT in an acceptable condition.

33.7 CIT FURNISHED RAW MATERIAL: Unless otherwise specified, material furnished to Suppliers/Vendors shall be used in the manufacture of articles specified in this order. Materials scrapped in excess of allowable tolerances shall be replaced by FMI at Vendor's expense plus any special charges. Unless otherwise specified, all materials furnished shall not be under shipped. Rejected materials shall be identified and segregated from acceptable materials. Rejected materials shall be returned to FMI. A formal rejection report along with root cause analysis shall accompany any rejected material.

33.8 CIT FURNISHED TOOLING/EQUIPMENT: Unless otherwise specified, all tooling and equipment furnished for this order shall be maintained in good condition and used for the manufacture of articles for CIT. Tooling/equipment shall be available for examination by CIT personnel and/or returned to CIT upon request or termination of order.

33.9 REJECTED HARDWARE: In the event that hardware is rejected either at CIT or at the vendor's facility, Notify CIT of nonconforming processes, products, or services and obtain approval for their disposition.

33.10 COUNTERFEIT PART PROTECTION: Unless otherwise specified on the Purchase Order, the Supplier/Vendor shall have Counterfeit Parts Protection plan "CPP"

33.11 DISCLOSURES / NOTIFICATIONS: In the event that delivered hardware is found to be nonconforming, Supplier/Vendor shall notify CIT in writing on company letterhead and include a clear description of the discrepancy, identification of all suspect parts, CIT PO number, serial numbers (if

applicable) and any information relating to the Root Cause / Corrective Action steps initiated to address the defective condition, and preventive measures taken to preclude recurrence of the process failure.

33.12 QUALITY MANAGEMENT SYSTEMS: Supplier shall implement and maintain a quality management system in accordance with the respective standard. Mandatory customer certification requirements will be flowed down through the PO or contract if/as necessary.

33.13 SUPPLIER SUB-TIER REQUIREMENTS: The Supplier shall flow and make available the requirements of the Buyers Purchase order and this document to their Sub-tier suppliers. It is Supplier's responsibility to ensure and validate compliance by Supplier's Sub-tier sources for all applicable requirements and to maintain documented evidence confirming said compliance.

33.14 CONTINUOUS IMPROVEMENT AND TRAINING – Supplier shall demonstrate a continuous improvement program that targets initiatives to improve safety, product quality, delivery and lower costs. The Supplier shall ensure personnel performing work affecting conformity to product requirements are competent on the basis of appropriate education, training, skills and experience. All records pertaining to product realization shall be kept for a minimum of 10 years, all other CI & Training records for a minimum of 3 years.

Suppliers shall ensure that their employees are aware of:

Their contribution to product or service conformity

Their contribution to product safety

The importance of ethical behavior

The following quality assurance clauses (numbers fourteen through twenty) are in addition to the standard quality assurance clauses when specified on an CIT purchase order.

33.15 Supplier/Vendor to furnish date of manufacture and shelf life on the material certification of materials requiring age control.

33.16 CIT INSPECTION: CIT inspection is required prior to shipment from your plant. Upon receipt of this order, promptly notify the CIT Representative who normally services your plant so that appropriate planning for CIT inspection can be accomplished. Upon receipt of an order, promptly furnish a copy to the CIT Representative. In the event the representative or office cannot be located, our purchasing agent should be notified immediately.

33.17 SOURCE INSPECTION REQUIRED: Vendor shall request CIT Source Inspection for product verification prior to shipment from its facility. Acceptance of units shall not relieve the vendor of the responsibility of manufacturing units as defined in an CIT purchase order. All requests shall be made by calling CIT office, providing Purchase Order number, part number and revision, part name and quantity to be inspected. Advance notice of 48 hours needs to be given for scheduling purposes.

33.18 VENDOR/SUPPLIER FIRST ARTICLE: Vendor shall perform first article inspection on first unit produced during production of this order. First Article Inspection report to accompany first shipment of units and comply with the requirements.

33.19 CIT FIRST ARTICLE INSPECTION VERIFICATION AT SOURCE: Vendor shall request CIT Source Inspection as per item #10. Vendor shall provide inspection tools, test equipment, fixtures and personnel as requested to verify the units' compliance to the purchase order requirements. Final acceptance of unit produced is dependent upon a satisfactory first article inspection. First article inspection shall be performed on the first unit produced using production tools as applicable by the CIT Public Works Department. Vendor first article inspection report to accompany shipment. NOTE: First Article acceptance shall not relieve the vendor of the responsibility for manufacturing acceptable production part/materials as defined by this Purchase Order.

33.20 FIRST ARTICLE INSPECTION DESTINATION: Final acceptance of units produced is dependant upon a satisfactory first article inspection of the "as received" unit(s) produced using production tools as applicable by the CIT Public Works Department. Note: First article acceptance shall not relieve the vendor of the responsibility for manufacturing acceptable production parts/materials as defined by this Purchase Order.

33.21 STATISTICAL PROCESS CONTROL SYSTEM: If specified on an CIT Purchase Order, the supplier/vendor shall have an adequate statistical process control (SPC) system for maintaining acceptable Cp and Cpk levels of its' products. Supplier's/Vendor's SPC system may be periodically audited by CIT Personnel and/or by its' customers. The supplier/vendor shall provide statistical process control (SPC) charts/data on specific key characteristics on the product provided to CIT.

33.0 OFFICE SPACE

33.1 Office space costs whether permanent and or temporary which includes, rental/purchase of office space, electricity, sewer, water, permits, but not limited, contractor/vendor is liable for costs for these items, unless otherwise specified in preceding contract documents.

34.0 ENVIRONMENTAL COMPLIANCE

34.1 The Contractor/Vendor and each of its Subsidiaries have obtained all material approvals, authorization, certificates, consents, licenses, orders and permits or other similar authorizations of all governmental authorities, or from any other person, that are required under any Environmental Laws. Except as set forth elsewhere, the Contract Documents describe all material permits, licenses and other authorizations issued under any Environmental Laws to the Company or its Subsidiaries. "Environmental Laws" shall mean all applicable laws relating to the protection of the environment including, without limitation, all requirements pertaining to reporting, licensing, permitting, controlling, investigating or remediating emissions, discharges, releases or threatened releases of hazardous substances, chemical substances, pollutants, contaminants or toxic substances, materials or wastes, whether solid, liquid or gaseous in nature, into the air, surface water, groundwater or land, or relating to the manufacture, processing, distribution, use, treatment, storage, disposal, transport or handling of hazardous substances, chemical substances,

pollutants, contaminants or toxic substances, material or wastes, whether solid, liquid or gaseous in nature. The Company has all necessary governmental approvals required under all Environmental Laws and used in its business or in the business of any of its Subsidiaries. The Company and each of its Subsidiaries are also in compliance with all other limitations, restrictions, conditions, standards, requirements, schedules and timetables required or imposed under all Environmental Laws. Except for such instances as would not individually or in the aggregate have a Material Adverse Effect, there are no past or present events, conditions, circumstances, incidents, actions or omissions relating to or in any way affecting the Company or its Subsidiaries that violate or may violate any Environmental Law after the Closing Date or that may give rise to any environmental liability, or otherwise form the basis of any claim, action, demand, suit, proceeding, hearing, study or investigation (i) under any Environmental Law, or (ii) based on or related to the manufacture, processing, distribution, use, treatment, storage (including without limitation underground storage tanks), disposal, transport or handling, or the emission, discharge, release or threatened release of any hazardous substance.