

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

The Prospective participant certifies to the best of its knowledge and belief that it and its principles:

- (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
- (b) Have not within a three year period preceding this proposal been convicted of or had a civil judgement rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- (c) Are not presently indicated for or otherwise criminally charged by a government entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (1) (b) of this certification; and
- (d) Have not within a three-year period preceding this application Proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

I understand that a false statement on this certification may be ground for rejection of this proposal or termination of the award. In addition, under 18 USC Sec. 1001, a false statement may result in a fine of up to \$10,000 or imprisonment for up to 5 years, or both.

\_\_\_\_\_  
(Name & Title of Authorized Representative)

\_\_\_\_\_  
(Signature of Authorized Representative)

\_\_\_\_\_  
(Firm Name and Address)

\_\_\_\_\_  
(Date)

## QUINAULT INDIAN NATION INDIAN PREFERENCE POLICY FOR CONTRACTS

**The following policy applies to the Contract to be awarded pursuant to this Request for Bid:**

- (a) (1) Preference is given to Native American Owned Businesses (NAOBs) for Contracts not using federal funds in the following order of preference:
- i. Members of the Quinault Indian Nation
  - ii. Spouses, parent of a Tribal member child, biological child born to an enrolled Quinault Tribal member, current legal guardian of a Tribal member dependent child (with a proper letter of temporary or permanent legal guardianship from a court), or a person in a domestic partner relationship with a Tribal member, provided that the couple lives in the same house and have children together.
  - iii. Other Natives/Indians, including Alaska Natives, Hawai'ian Natives and members of Canadian First Nations.
- (2) Preference is given to NAOBs for Contracts using federal funds in the following order of preference:
- i. Local Indians. (A Local Indian is any member of a federally recognized tribe who resides either within the exterior boundaries of the Quinault Indian Reservation or within 60 miles of the Reservation.
  - ii. Indians who are not Local Indians.
- (b) The Quinault Indian Nation Tribal Employment Rights Office (TERO) certifies NAOBs according to Quinault Indian Nation Title 97.
- (c) It is in the best interest of the Quinault Indian Nation to contract with NAOBs whenever practical. If more than one NAOB has submitted a bid or proposal that is within the cost differential table below, the same order of preference in subsection (a) above shall be applied.
- (d) If the lowest bid or price by a NAOB is within the cost differential in the table below, when compared with the lowest bid or price by a non-Indian Contractor, then the NAOB shall have the opportunity to match the overall lowest bid or price:

### PROCUREMENT VALUE COST DIFFERENTIAL

\$5,000.00 OR LESS	15%
\$5,001.00 OR MORE	10%

If there are two or more NAOBs who submitted bids within the cost differential allowing a match, the NAOB closest to the lowest bid will be provided the opportunity to match the bid. If he/she declines, then the NAOB with the next closest bid shall be offered the

opportunity to match the bid, and so on. If there are identical bids by NAOBs within the cost differential allowing a match, the Grants and Contracts Officer will flip a coin with the Contract Officer witnessing the coin flip to determine which of the NAOBs with identical bids can match the lowest bid.

- (e) If any portion of this Indian Preference policy is in conflict with applicable federal law, the applicable federal law will overrule the policy.
- (f) Every Employer with a Construction Contract, in the sum of \$10,000.00 or more, or more than one Contract in a 12-month period and the aggregate sum of those contracts is \$10,000.00 or more, shall pay a one-time fee of 1.75 percent of the total amount of each Contract. Such fee shall be paid by the Employer prior to commencing work On or Near the Reservation. However, where good cause is shown, the Manager may authorize a Construction Employer to pay said fee in installments over the course of the Contract.
- (g) Every other Employer, other than Construction Employers, with five or more Employees working on the Reservation, or with gross sales or income on the Reservation of \$10,000.00 or more shall pay a quarterly fee of 1.75 percent of the gross quarterly payroll for those Employees Engaged in Work on the Reservation, which shall be paid within 30 calendar days after the end of each quarter. This fee shall not apply to education, health, governmental or nonprofit Employers, nor to utilities franchised by the Quinault Indian Nation.

## **AGREEMENT FOR PROFESSIONAL SERVICES**

This Agreement for Professional Services ("Agreement") is entered into between \_\_\_\_\_ hereinafter ("Contractor"), with its principal place of business at **insert applicable address**, and the Quinault Indian Nation, P.O. Box 189, Taholah, Washington, 98587 (hereinafter "QIN").

### **Term of Agreement**

This Agreement will begin on \_\_\_\_\_ 2018, and will terminate \_\_\_\_\_ 20\_\_, unless earlier terminated. Either party, without cause, may terminate this Agreement by providing written notice of termination to the other party.

Deleted: \_\_\_\_\_

### **Scope of Services to be Provided**

Contractor will perform the following services in a professional and skillful manner consistent with the standard of quality and professionalism generally followed in the Pacific Northwest in Contractor's field:

#### **Automobile**

Contractor shall have a valid Driver's license in the State of residence and maintain the statutory minimum amount of automobile liability insurance when driving a motor vehicle within the boundaries of the Quinault Indian Reservation.

#### **Task 1: Purchase of Oil spill response Equipment**

##### **Task Expected Outcome:**

- Purchase oil spill response equipment and response kits for QDNR staff
- Deliver or ship equipment to QDNR.
- Communication with EP manager and QDNR staff about recommended equipment for QIN's on the ground response.
- Provide a list of recommended response equipment and where and when the equipment should be used.

#### **Task 2: Training to respond to oil spill response and response equipment**

##### **Task Expected Outcomes:**

- Improve organizational capacity to effectively use and maintain the requested equipment
- Oil spill response and clean up techniques and methods for small local spills
- Oil spill clean-up strategy and PPE

##### **Deliverables**

1. Purchase of new equipment and resources for oil spill response. Provide QDNR with oil spill response equipment and kits.
2. Contractor will conduct a one-day training in Taholah Washington that will cover two topics.
  - a. The contractor will provide a basic training to cover the use and proper deployment of the purchased equipment. This deliverable will maximize the use of the equipment by providing training to responders within QDNR for the safe and efficient deployment and use of the response equipment. The training will cover when and where to use the equipment. How to safely operate and deploy the equipment and what PPE should be worn when deploying the equipment.
  - b. Training to cover small local oil spills based on past QIN experiences and responses. What appropriate on the ground methods should be used and what PPE should be worn when staff are responding to oil spills.

#### **General Provisions**

1. Contractor shall promptly notify QIN of any litigation arising from or affecting its operations under this Agreement, including any bankruptcy or insolvency proceedings of Contractor or of its assignees or subcontractors.
2. The Contractor shall not subcontract the services provided to QIN under this Agreement or assign its rights under this Agreement without first obtaining the written approval of QIN.
3. Contractor is an independent contractor for QIN. Nothing in this Agreement creates an employer-employee, agency, joint venture, employment or partnership relationship. Neither party may make representations on behalf of or otherwise bind the other party. Contractor is responsible for all of Contractor's federal and state taxes, withholding and social security.
4. When working on the Quinault Indian Reservation, the Contractor shall comply with all applicable QIN, federal, and state laws and shall obtain all required QIN licenses and permits prior to commencing work under this Agreement, including a QIN Business License.
5. By the signature below, Contractor has not been debarred or suspended, or proposed for debarment, under federal procurement regulations.
6. Contractor acknowledges that the QIN is exempt from Washington State sales and business and occupation taxes for work done on the Quinault Reservation or goods delivered to the QIN on the Quinault Reservation. With respect to the Washington State business and occupation tax, this tax will not be included in overhead charges to the QIN. See, Washington Administrative Code (WAC) 458-20-192.

4. The negotiation and execution of this Agreement are deemed by the parties to have occurred within the Quinault Indian Reservation and any interpretation hereof shall be in accordance with the laws of the QIN. All unresolved disputes arising out of and under this Agreement shall be resolved in the Quinault Tribal Court. If the QIN must enforce its rights herein, the Contractor shall be liable for reasonable attorneys' fees, plus costs, if the QIN is the prevailing party.
5. Contractor shall defend, indemnify, and hold harmless the QIN and its employees, agents, and officers against all loss, damage liability, claims, demands, or costs arising in connection with this Agreement for any negligence and/or by reason of the Contractor or its employees', agents', subcontractors' and assignees' failure to comply with the laws and regulations applicable to this Agreement.

**Compensation**

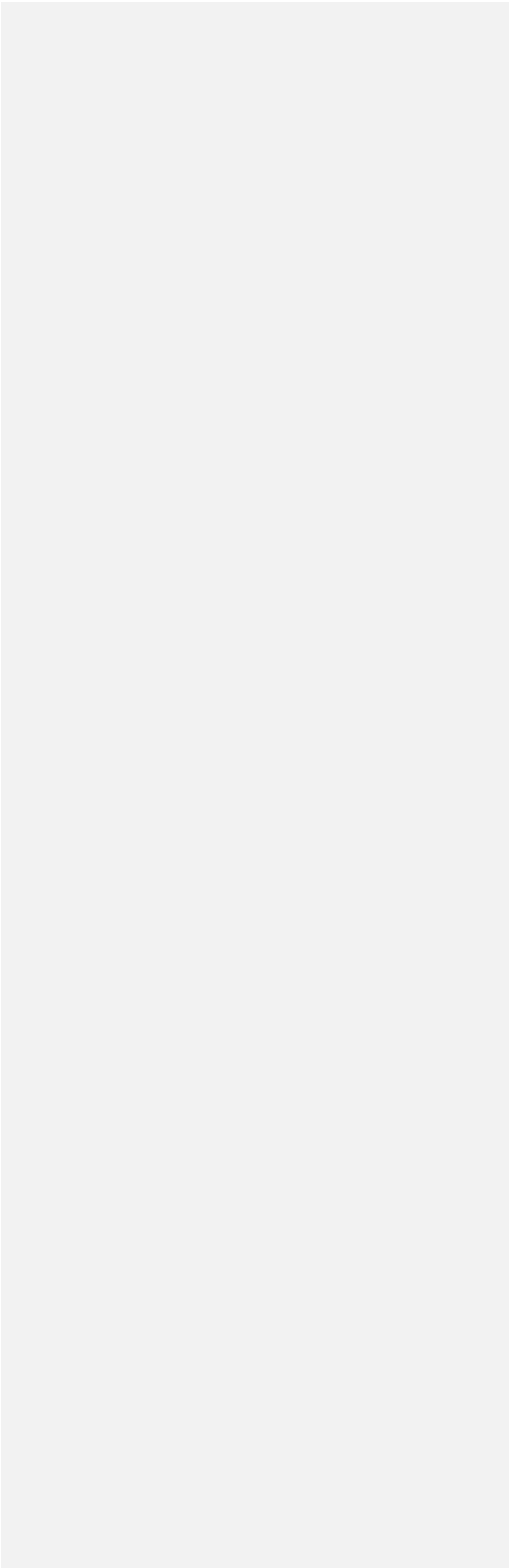
1. Contractor shall be paid \_\_\_\_\_ for \_\_\_\_\_ hours of service to be performed under this agreement, not to exceed \$ 11,000.
2. Contractor payments will be made within fifteen (15) business days after the QIN Finance Department begins processing the Contractor's invoice. Such processing will begin after the invoice is received. Final invoices must be submitted no later than next business day following the termination date of this Agreement. The Contractor agrees to waive any claims to payment under this Agreement for failure to submit timely invoices.
- 3.

Deleted: \_\_\_\_\_

<b>CONTRACTOR</b>	<b>QUINAULT INDIAN NATION</b>
By: _____	Contract Officer: _____
Printed Name: _____	Division Director: _____
Title: _____	Office of Attorney General: _____
Date: _____	Grants and Contracts: _____
	QBC Executive: _____

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**Quinault Indian Nation**  
**Division of Natural Resources**  
**Department of Environmental Protection**  
**Oil Spill Response Training and Equipment**

**Project Summary:**

Small scale oil spills pose a low, but recurring risk within the QIR and the Quinault's area of response. Leaks and spills from harvest operations, recreational vehicles and automobile accidents cause risks to health and safety of the community as well as environmental resources. These spills can have drastic and lasting impacts on the natural environments. Spills that occur near wetlands, rivers and streams can have harmful impacts on the fish and wildlife populations and habitats. Spills that occur in harvest areas might have direct impact on timber production. The Quinault's economy is highly dependent on natural resource production and a spill event could slow or close fishing, hunting, clam digging, timber harvest or cultural gathering practices.

The Quinault Indian Nation (QIN) has received a Washington Department of Ecology grant to build capacity in oil spill prevention, preparedness and response capabilities. This project builds local and regional response capacity through the purchase of oil spill and hazardous materials response equipment and providing training resources. Access to proper equipment, resources and training is necessary to effectively prepare for and respond to spills in a timely, safe and effective manner. The QIN will use this knowledge and equipment to protect tribal member safety, the environment, cultural and historic resources and the economy from potential harmful oil spills in the QIR and the QIN U&A.

The project will be broken into two major tasks detailed below.

**Request for Proposals**

In order to be considered for this contract, please submit a Proposal and Statement of Qualifications that includes examples of past work that is relevant to this project. Firms are solely responsible for all costs incurred in the preparation and submittal of the RFP. Proposals shall demonstrate that the firm(s) has the professional capability and availability to satisfactorily and timely complete all these tasks as described in the Scope of Work section of this RFP. Responses shall include:

1. The Prime Consultant firm legal name, address, telephone number and principal contact email address;



2. The principal(s) assigned to this project, the project manager (if different) and a brief description of their qualifications (experience, professional registration, education) and list of projects and date of completion for projects similar in scope to the proposed QIN data collection and workflow setup for the Web Based Data Delivery System;
3. The submittal shall include a proposed scope of work to confirm the provided project description;
4. The proposed work plan and schedule for activities to be performed;
5. The proposal shall include a budget and fee schedule including hourly rates by team members, based on the proposed scope of work, work plan and schedule, anticipated hours by team member and anticipated reimbursable costs;
6. A minimum of three references that are knowledgeable regarding recent performance on relevant projects.
7. Please submit Proposals by April 15<sup>th</sup> 2018, the maximum proposal should be no more than \$11,000.

Submittals become the property of the QIN and will not be returned. Respondents shall submit three (3) copies of their response to this RFP by March 23, 2018 at 5:00 PM to the Contract Officer. Send your submittals to:

Chrissy Winn  
Quinault Indian Nation,  
P.O. Box 70  
Taholah, Washington 98587

Email submissions are also accepted. Proposals and any related questions or materials should be sent to [bids@quinault.org](mailto:bids@quinault.org) (please Cc [dravenel@quinault.org](mailto:dravenel@quinault.org) (Daniel Ravenel EP Manager))

### **Evaluation Criteria and the Selection Process**

Preference will be given to inclusion of qualified Indian-owned Firms per the QIN's Indian Preference Policy (attached). Respondents must not have been suspended or debarred by the federal government. Selection of the successful proposal shall be based upon the following:

- 1) completeness of the submittal,
- 2) the quality and price of the services,
- 3) the relevant experience and reputation of the respondent, and
- 4) the ability of the respondent to meet all deadlines for delivery of the item(s).

The successful bidder will sign a Standard Independent Contractor Agreement with the QIN and obtain QIN business licenses for all firms/subcontractors doing work on the Quinault Reservation.

Subcontractors must be approved by QIN. The QIN Tribal Employment Rights Ordinance (TERO) applies and a fee may be required. The QIN reserves the right to negotiate with the respondents to ensure QIN receives the appropriate deliverables within the required timeframe. Submittals become the property of the QIN and will not be returned.

### **Scope Of Work**

The successful contractor will meet two deliverable goals not to exceed \$11,000.

### **Task 1: Purchase of Oil spill response Equipment**

#### **Task Expected Outcome:**

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