



**The Confederated Salish and Kootenai Tribes
Flathead Indian Reservation
Division of Engineering and Water Resources
Ronan, Montana**

**SECTION 1 – SOLICITATION
REQUEST FOR QUALIFICATIONS
for
PROFESSIONAL SERVICES**

Due Date: 9/12/2024 at 4:00 p.m. MST

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SECTION 3 – BACKGROUND AND DESCRIPTION

3.1 BACKGROUND

The Division of Engineering and Water Resources (DEWR) is seeking to develop a prequalified list of Firms to provide on-call, as needed, professional and consulting services through several MSAs.

3.2 DEFINITIONS

DEWR or Owner

Any reference to Owner shall mean the Confederated Salish and Kootenai Tribes (CSKT) Natural Resources Department - Division of Engineering and Water Resources.

Firm

Means the company submitting a Statement of Qualifications to the DEWR in response to this Request for Qualifications.

Master Services Agreement (MSA)

Prequalified firms will receive work through a Master Services Agreement. No work is guaranteed by being selected as a prequalified Firm through this RFQ.

Professional or Consulting Services

Professional service means any type of professional service which may be legally performed only pursuant to a license or other legally mandated personal authorization. Firms shall be registered/licensed, as required, by the Montana Employment Standards Division's Occupational and Professional Licensing rules.

Consulting service means services provided by a professional or expert who provides advice, guidance, and solutions to organizations and businesses seeking assistance in a particular area or specialized field.

Request for Qualifications (RFQ)

This Request for Qualifications (RFQ) is an invitation for individuals and companies to submit their Statements of Qualifications for consideration.

Statement of Qualifications (SOQ)

The submittal of a Statement of Qualifications (SOQ) by a Firm or individual is an indication of the ability of the Firm or individual to perform the requested services.

Task Orders

A Task Order represents the financial obligation to pay a Firm for services rendered in accordance with an MSA issued by the DEWR. The Task Order number shall be referenced on any invoices submitted by a firm for payment purposes.

Each Task Order will be issued against an MSA issued to a Firm, prequalified through this RFQ process, and will contain a Scope of Services and Schedule, Term, Compensation, Deliverables, Place and Period of Performance, and any other unique information required to accomplish work requested by the DEWR.

Work Categories

Specified services have been identified by Owner for potential future professional and consulting services on an on-call, as-needed basis. These services have been put into specific "categories" and are listed under 3.5 below and in Attachment A Categories Form.

3.3 DESCRIPTION OF SERVICES

The DEWR is seeking SOQs from qualified Firms interested in providing professional and consulting services, on various future DEWR projects. This RFQ will allow the DEWR to build a list of “prequalified” professionals that we can pull from for future projects as a need is identified.

The DEWR may award multiple Firms within each identified category listed under 3.5 below. A Firm will only be eligible for a project or Task Order consideration within their prequalified categories.

Various DEWR programs and Project/Program Managers may utilize the services provided by prequalified Firms.

3.4 SCOPE OF WORK

When a need for professional or consulting services is identified, the DEWR may utilize the prequalified Firm list, which is subdivided by categories. DEWR staff will determine what specific category or categories will best fit their project needs. The estimated cost of the project will be one of the considerations when assigning work. There is not a pre-determined amount that starts the Task Order process.

Projects may be relatively small and entail an hour or two of consultation. Others might be more complex or lengthy, such as the design of a small construction project.

a) Small Projects

For small jobs the DEWR may reach out to a prequalified Firm directly for services to be performed and request a Proposal for the work.

b) Complex Projects

For more costly and complex projects the Owner may solicit all prequalified Firms listed in a specific category or categories to receive a Proposal for the work.

The DEWR will determine which applicable prequalified category or categories will be utilized. All prequalified Firms in that category or categories will receive a copy of our Request for Proposal (RFP). The Owner’s RFP may include, but not be limited to, the following information for Firm’s consideration:

- A brief description on the background for the work
- Response deadline
- An estimated timeline for project completion and duration of contract term
- Evaluation criteria to be utilized for Firm selection
- The DEWR’s expectations and duties to be performed by the Firm may cause the Firm to include in their response:
 - Resumes for team or key personnel assigned to project
 - Graphs
 - Reports
 - Plans
 - Cost proposal
 - Project timelines to complete the work

The Owner will review and evaluate all Firm responses received and rank the proposals. At the Owner’s discretion, Firms may be interviewed and/or presentations may be requested from top ranked Firms, if deemed in the best interest of the Owner.

3.5 CATEGORIES FOR PROFESSIONAL AND CONSULTING SERVICES

The DEWR is seeking to prequalify Firms in the following categories of engineering analysis and design (Firm will provide list of specialties):

- Geotechnical
- Structural
- Electrical
- Site Civil
- Heavy Civil
- Hydrology/Hydraulic
- Irrigation
- High Hazard Dams (BIA's Safety of Dams Program Handbook 55IAM)
- Material Testing Services (including Construction Inspection & Testing)
- Surveying and Data Management
- CADD Support
- Revit
- Right-of-Way Research and Establishment
- Public Outreach
- Environmental Compliance and Permitting
- Grant Application Preparation
- Other Professional or Consulting Service(s):

This list is not intended to limit the respondent's description of the services provided.

SECTION 4 – REQUIREMENTS FOR STATEMENT OF QUALIFICATIONS

4.1 AVAILABLE DOCUMENTS

RFQ documents may be obtained from: CSKT website: <http://csktnrd.org/water-management/sod>

4.2 SCHEDULE

ACTIVITY	DATE
Issue RFQ	8/8/2024
Deadline for submissions of SOQ shall be 4:00 P.M. MST	9/12/2024
Evaluation of SOQs	October/November 2024
Final selection and notice to successful Firms to be issued an MSA	November/December 2024

4.3 SUBMISSION

- a) Email:
SOQs are due by email only at the time and date listed above. Email an electronic copy of the submission in PDF format to: gregory.wilson@cskt.org (maximum document size is 9MB). Sole responsibility rests with the Firm to see that their submission is received. An SOQ may be withdrawn prior to the due date and time by written request to the email above. SOQ's received after the time and date listed in 4.2 Proposed Solicitation Schedule will not be deemed non-responsive.
- b) Questions:
Questions or clarification may be sent via email to the address above. Responses will be provided up to ten (10) calendar days prior to the deadline for submission of the SOQ.
- c) SOQ Contents:
SOQ submissions will be in PDF format, no smaller than 10-point font, and contain the following clearly identified Parts:

PART 1 – Statement of Interest and General Qualifications. This summary should represent the disciplines that support the categories you want to be considered for through this SOQ. This section should be on company letterhead and not exceed three (3) pages. Firms should discuss their proximity to the Flathead Indian Reservation, where all work will be performed, in terms of their ability to staff and mobilize projects.

PART 2 – Categories Form (Attachment A). For each category marked provide the Firm's relevant background experience, limited to two (2) pages per category marked. Information should be specific, detailed and complete as to clearly demonstrate the Firm's thorough knowledge and practical solutions for technical problems; Firms should include:

- category heading,
- relevant work completed within the last ten (10) years,
- work performed on the Flathead Indian Reservation or surrounding areas,
- work performed for the Owner (distinguish whether the Firm worked as Prime or Subcontractor), and
- describe experience or projects relating to work for the Bureau of Indian Affairs, Bureau of Reclamation, Montana Department of Transportation or the Federal Highway Administration.

PART 3 – Past Performance References. Provide at least three (3), but no more than five (5), references for work that is relevant to the categories marked in Attachment A. The following information shall be included for each contract:

- Current point of contact for the client, telephone number and email address,
- Summary of the work performed, and
- Contract term and value

PART 4 – Organizational Chart. Include the Firm's current organizational chart. Firms may, but are not required to, furnish resumes for key personnel. Resumes should not exceed one (1) page.

PART 5 – Indian Preference Certification. CSKT's Indian Preference (Ordinance 101A) applies to work issued under any MSA/Task Order, see: <https://csktribes.org/employment/indian-preference-office>. Firms may attach a copy of their current CSKT Indian Preference Certificate, if any.

PART 6 – Other Supporting Documents. Attach copies of:

- Professional licenses or certifications you wish to submit for Owner's consideration, and
- A current Certificate of Good Standing, showing the Firm's authority to do business in Montana

Should a Firm opt not to follow the submission format above, it may result in the SOQ being considered non-responsive and therefore not considered in the selection process. No work is guaranteed by being selected as a prequalified Firm through this solicitation.

4.4 CONTACT FOR QUESTIONS

All questions concerning this RFQ shall be emailed to the POC listed in 4.3(a) above.

Firms are instructed to not contact any member of the CSKT Tribal Council, Executive Team, evaluation committee, or DEWR's staff members not listed in 4.3(a) above. Any such contact may be cause for rejection of your SOQ.

SECTION 5 – EVALUATION CRITERIA INFORMATION

5.1 SELECTION PROCESS

DEWR will evaluate and rank Firms to identify the most highly qualified respondents in order to prequalify a list of Firms for MSA award. See Attachment B for an MSA template containing non-negotiable Terms and Conditions.

This RFQ does not constitute a commitment by the DEWR to enter into any agreement or contract, or to pay any costs associated with the preparation of responses, submittals or other related documents.

5.2 EVALUATION CRITERIA

The evaluation committee will review all SOQs submitted in response to this RFQ using the criteria presented below and rank each Firm's SOQ, a maximum of 100 points is possible. The evaluation committee's recommendations to issue a MSA to the prequalified Firm are subject to approval by the Owner's Tribal Council.

The following criteria shall apply in the evaluation of the SOQ:

PART 1 – Statement of Interest and General Qualifications. Up to 25 points based upon the list of general qualifications and proximity to the Flathead Indian Reservation.

PART 2 – Categories Form (Attachment A). Up to 40 points for specific, detailed and complete information demonstrating the Firm's thorough knowledge and ability to perform work in categories marked on Attachment A.

PART 3 – Past Performance References. Up to 10 points for three (3) references for relevant work.

PART 4 – Organizational Chart. Up to 10 points for the Firm's current organizational chart and resumes for key personnel.

PART 5 – Indian Preference Certification. 5 points for current CSKT Indian Preference Certificate, if any.

PART 6 – Other Supporting Documents. Up to 10 points for:

- Professional licenses or certifications (5 points)
- A current Montana Certificate of Good Standing (5 points)

ATTACHMENT A - CATEGORIES FORM

Firm: _____

Indicate the professional services category or multiple categories that your firm and qualifications represent. You may indicate more than one discipline. Your proposal will be considered for each category requested.

- Geotechnical
- Structural
- Electrical
- Site Civil
- Heavy Civil
- Hydrology/Hydraulic
- Irrigation
- High Hazard Dams (BIA's Safety of Dams Program Handbook 55IAM)
- Material Testing Services (including Construction Inspection & Testing)
- Surveying and Data Management
- CADD Support
- Revit
- Right-of-Way Research and Establishment
- Public Outreach
- Environmental Compliance and Permitting
- Grant Application Preparation
- Other Professional or Consulting Service(s):

: -----

ATTACHMENT B – MASTER SERVICES AGREEMENT

MASTER SERVICES AGREEMENT (MSA) FOR PROFESSIONAL SERVICES

THIS AGREEMENT between the Confederated Salish and Kootenai Tribes of the Flathead Reservation, Natural Resources Department-Division of Engineering and Water Resources, P.O. Box 278, Pablo, MT 59855 (CSKT) and *insert Company, address, city, state zip (CONTRACTOR) shall be effective as of the date of the last signature below. CSKT and CONTRACTOR agree that CONTRACTOR will provide various professional and technical services as requested by CSKT through issuance of individual, consecutively numbered Task Orders. The following representatives have been designated as the points of contact for this Agreement.

	<u>CSKT</u>	<u>CONTRACTOR</u>
Name:	_____	_____
Phone Number:	<u>406-675-2700 ext.#</u>	_____
Email:	<u>@cskt.org</u>	_____

SERVICES and SCHEDULE: The specific services and corresponding schedule shall be mutually agreed upon by CSKT and CONTRACTOR and included in each individual Task Order executed under the authority of this Agreement. Task Orders shall be in the same format as Attachment 1, included and attached herein.

Services covered by this Agreement will be performed in accordance with the attached Terms and Conditions and any Exhibits, Attachments, and/or Special Conditions included in individual Task Orders. This Agreement supersedes all prior agreements and understandings and may only be changed by written amendment executed by both parties.

TERM: This Agreement shall be effective for ___ (#) years from the date first written above. This Agreement shall renew automatically on an annual basis. Should either party elect to not renew this Agreement, written notice shall be provided no less than ninety (90) days prior to the renewal date; the terms of this Agreement shall remain in effect until all Task Orders are completed or terminated.

COMPENSATION: The budget and method of compensation to CONTRACTOR shall be agreed upon and included in each Task Order. Compensation may be on a Time and Materials or Fixed Price basis, or a combination thereof. The total combined value of all Task Orders issued under this Agreement shall not exceed \$ _____.

The following are hereby made a part of this AGREEMENT by attachment:

Terms and Conditions

Attachment 1 – Sample Task Order, Exhibit A, and Exhibit B

IN WITNESS WHEREOF: Persons authorized to commit the resources of the Parties have executed this Agreement: and this Agreement may be signed in any number of counterparts, each of which is an original,

and all of which taken together constitute one single document:

Agreed & Accepted for CSKT:

Agreed & Accepted for CONTRACTOR:

TERMS AND CONDITIONS

SECTION 1 - SERVICES OF CONTRACTOR

A. Basic Services

CONTRACTOR will provide professional services such as planning, surveying, engineering, environmental, and other support services. CONTRACTOR's services will be detailed in a duly executed Task Order for each Specific Project. The general format of a Task Order is shown in Attachment 1 to this Agreement. Each Task Order will indicate the specific services to be performed and deliverables to be provided. CONTRACTOR shall not be obligated to perform any prospective Task Order unless and until CSKT and CONTRACTOR agree as to the particulars of the Specific Project, including the scope of CONTRACTOR's services, time for performance, CONTRACTOR's compensation, and all other appropriate matters. Each Task Order will identify a representative authorized to act on behalf of each party with respect to the Task Order.

B. Task Order Procedure

CSKT and CONTRACTOR shall agree on the scope, time for performance, and basis of compensation for each Task Order. With respect to the scope of CONTRACTOR's services and compensation, each specific Task Order shall be accompanied a customized Exhibit A, "Scope and Schedule of Services," and Exhibit B, "Compensation for Task Order" prepared for the Specific Project. Each duly executed Task Order shall be subject to the terms and conditions of this Agreement.

Task Orders may be issued as Time and Materials, Fixed Price, or a combination thereof.

1. Time and Materials should be used when the scope and duration of the project cannot be accurately estimated. Time and Materials Task Orders will include a not-to-exceed (NTE) amount. Time and Materials Task Orders will include labor rates, maximum labor hours, materials with any approved markup, and other direct costs (e.g. travel, subcontractors) as described in Exhibit A of the Task Order. Other direct costs will be reimbursed based on CONTRACTOR's actual cost unless otherwise agreed in writing. Travel reimbursement will be in accordance with Federal Travel Regulations.
2. Fixed Price Task Orders will be used when the project specifications, such as time and costs, are predictable. Fixed Price Task Orders will reflect a final price for each task to be accomplished as described in Exhibit A of the Task Order. Fixed Price Task Orders will include a maximum value amount.

C. Schedule

CONTRACTOR's services and compensation under each Task Order have been agreed to in anticipation of the orderly and continuous progress of the scope of work through completion. Specific periods of time are specified in the individual Task Orders.

D. Key Personnel

CONTRACTOR shall make key personnel including the Project Manager, key contractor personnel, and key subconsultant/subcontractor personnel available to accomplish each task in an efficient and timely manner. Key personnel shall be available onsite to participate in public meetings and project work meetings at frequent intervals as required by the CSKT and for Task Order completion. Key personnel shall not be interchanged without prior written authorization from the CSKT. Key personnel will be identified in each Task Order.

E. Authorization to Proceed

Execution of individual Task Orders by CSKT will be authorization for CONTRACTOR to proceed with the Work as scheduled, unless otherwise provided for in the Task Order.

F. Delay

If in the individual Task Orders specific periods of time for rendering services are set forth, or specific dates by which services are to be completed, are provided, and if such periods of time or dates are changed through no fault of CONTRACTOR, a modification of rates and amounts of compensation and time for completion provided herein shall be presented to CSKT for approval, and agreed upon by the parties in writing.

G. Task Order Modifications

The Scope and Schedule of Services set forth in Exhibit A of the individual Task Orders is based on facts known at the time of execution of the Task Order, including, if applicable, information supplied by the CSKT. For some projects the scope may not be fully definable during the initial stages and/or the CSKT may at any time during the term of this Agreement make changes within the general scope of the Task Orders. If such facts are discovered as the Specific Project progresses, or changes are requested by CSKT, change the cost of, or time for performing the services hereunder, CONTRACTOR will promptly provide CSKT with a written change order request detailing any changes in scope, costs, NTE amount, maximum value, or time. Such change order requests will be submitted to the CSKT responsible party identified in each Task Order. If approved, CSKT will issue a bilateral modification to the Task Order citing the agreed upon changes to the Task Order.

SECTION 2 - TERMS OF PAYMENT

A. Invoicing

CONTRACTOR will submit invoices to CSKT's point of contact (designated on each Task Order) for services rendered and reimbursable expenses incurred each month. Any special invoice terms, such as milestone or progress payments, will be described in Exhibit B of the Task Order. Invoices will be prepared in accordance with contractor's standard invoicing practices. Invoices will represent the value of the completed Work and will be in accordance with the terms for payment in this Agreement. CONTRACTOR may be required to provide invoicing back-up documentation, including but not limited to: timekeeping reports, materials receipts, travel reports and receipts.

All invoices shall contain the following certification:

"I certify that the above charges are correct and just, and that payment for such charges have not been received. Signed: _____"

B. Payments

Acceptable invoices are payable within 30 calendar days of the date the invoice is received by CSKT. In the event of a disputed or contested invoice, only that portion so contested may be withheld from payment, and the undisputed portion will be paid. All payments made pursuant to this Agreement are subject to the availability of funds in the Tribal Treasury.

SECTION 3 - OBLIGATIONS OF CSKT

A. Furnish Data

CSKT shall provide all criteria and full information as to CSKT's requirements for the Specific Project and furnish all available information pertinent to the Specific Project, including reports and data relative to previous designs or investigations at or adjacent to the site. CSKT may reserve from distribution certain reports and data at their discretion.

CSKT may obtain such legal, independent cost estimating, and insurance counseling services as may be required by the CSKT for the Specific Project.

B. Timely Review

CSKT will examine all studies, reports, drawings, and other project-related work products submitted by CONTRACTOR to CSKT and render any decisions required in a timely manner.

C. Prompt Notice

CSKT will give prompt written notice to CONTRACTOR whenever CSKT observes or otherwise becomes aware of hazardous environmental conditions or of any development that affects the scope or timing of CONTRACTOR's Scope of Services or any defect in the Services of CONTRACTOR or the work of any Contractor.

D. Site Access

CSKT will arrange for safe access to and make reasonable provisions for CONTRACTOR its subconsultants to enter public or Tribal property as required for CONTRACTOR to perform the Services under any Task Order.

SECTION 4 - OBLIGATIONS OF CONTRACTOR

A. Independent Contractor

CONTRACTOR is an independent contractor and will maintain complete control of and responsibility for its employees, subcontractors and subconsultants. CONTRACTOR shall also be solely responsible for the means and methods for carrying out the Scope of Services and for the safety of its employees.

B. Performance

CONTRACTOR will perform its services using the degree of care and skill ordinarily exercised under the same conditions by Engineering professionals practicing in the same field at the same time in the same or similar locality.

C. Publicity

CONTRACTOR will not disclose the nature of its Scope of Services on Task Order or engage in any publicity or public media disclosures with respect the Specific Project without the prior written consent of CSKT.

D. Insurance/Indemnification

CONTRACTOR shall maintain contractor's public liability insurance, owner's protective liability insurance, and, if an automobile is used in the performance of this Agreement, automobile liability insurance in forms satisfactory to the CSKT by an insurance company (or companies) acceptable to the CSKT during the term of this Agreement. Professional Services require no less than professional liability

and/or malpractice insurance. **The Contractor agrees to provide CSKT proof of such insurance policies PRIOR to execution of this Agreement.**

CONTRACTOR shall maintain Worker's Compensation Insurance for the work performed under this Agreement to protect the Contractor and the CSKT from any and all claims under Worker's Compensation Laws unless exempt from such coverage. **The Contractor shall provide CSKT proof of such coverage or proof of a valid exemption from such coverage PRIOR to the execution of this Agreement.**

CONTRACTOR is responsible for the acts, errors, or omissions of himself/herself/itself, subcontractors and any agents operating thereunder. CONTRACTOR hereby indemnifies and holds harmless the CSKT from and against all damages, liability, fees, and causes of action that may arise in whole or in part from his/her/its acts, errors, or omissions and those of his/her/its subcontractors or agents.

E. Compliance with Laws

CONTRACTOR will comply with all Tribal policies, ordinances, rules and regulations which may be in effect during the term of this agreement, as well as applicable federal, state, and local laws and regulations.

F. Contractor Status/Standard of Workmanship/Non-Assignment

The Contractor's relationship with the CSKT shall at all time be that of an independent Contractor. The Contractor shall pay any and all federal, state or municipal taxes and benefits, which may be required under applicable laws.

The Contractor shall perform all services under this Agreement in accordance with professional standards.

The Contractor shall not assign, delegate or subcontract any services under this Agreement without prior express written consent of the CSKT. Any attempt to assign, delegate or subcontract without written consent shall be void and further be considered reasonable cause for immediate termination of this Agreement.

G. No responsibility for Site Safety

If any Task Order involves construction phase engineering services, the construction contractors shall be solely responsible for the supervision, direction, and control of their work; means, methods, techniques, sequences, and procedures of construction; safety precautions and programs and compliance with applicable laws and regulations.

H. Availability and Examination of Records

CONTRACTOR, upon written request of CSKT, shall make available financial records pertinent to its performance of this Agreement for the purposes of financial audit. CONTRACTOR agrees that the CSKT or any of its duly authorized representatives shall, until the expiration of three years after final payment under this Agreement, have access to and the right to examine any of CONTRACTOR's records related to this Agreement.

SECTION 5 - GENERAL CONSIDERATIONS

A. Ownership of Documents

CONTRACTOR agrees that all data furnished by the CSKT to CONTRACTOR for use in connection with this Agreement, all data required to be delivered to the CSKT under this Agreement, and all data arising out of the work called for under this Agreement shall be and remains the sole property of the CSKT. CONTRACTOR further agrees that all such data will be kept in confidence and not disclosed to third parties without prior written approval of the CSKT. These obligations shall survive the termination of this Agreement. CONTRACTOR shall deliver all such data to the CSKT upon the CSKT's request, and in any event upon completion or termination of all work hereinunder, whichever occurs first, and CONTRACTOR shall be fully responsible for the care and protection of all data and information until such delivery. For the purpose of this clause, the term 'data' means all information, including drawings, prints, specifications, reports, designs, and computer generated information. Data shall be transferred to CSKT in both hard copy and electronic format, unless an individual Task Order specifies an alternate transmittal format. Copies of documents that may be relied upon by CSKT are limited to the original printed copies (also known as hard copies) that are signed or sealed by CONTRACTOR. CSKT understands that such documents are not suited or intended for use on extensions of this project or on other projects without prior written agreement by CONTRACTOR. Any such unauthorized reuse is at CSKT's sole liability and CONTRACTOR shall be held harmless from any damages arising out of such reuse.

1. Because data stored in electronic media format can deteriorate or be modified, inadvertently or otherwise, the Party receiving the electronic files agrees to perform acceptance tests or procedures within 60 days, after which the receiving Party shall have deemed to have accepted the data thus transferred. Any errors detected within the 60-day acceptance period will be corrected by the Party providing the electronic media.
2. CONTRACTOR will not be responsible to maintain documents stored in electronic media format after acceptance by CSKT.
3. CONTRACTOR makes no representations as to long term compatibility, usability, or readability of documents resulting from use of software application packages, operating system, or computer hardware differing from those used by CONTRACTOR at the

beginning of this Project.

B. Termination / Suspension

CSKT may terminate this Agreement, with or without cause, for convenience, upon providing CONTRACTOR ten (10) days written notice. In such event, CONTRACTOR will be entitled to compensation for Services performed up to the date of termination, including profit related thereto, plus any expenses of termination.

The obligation to provide further Services under this Agreement may be suspended by either Party upon fourteen (14) days written notice, or terminated by either Party upon thirty (30) days written notice in the event of substantial failure by the other Party to perform in accordance with the terms hereof (including CSKT's obligation to make payments required hereunder) through no fault of the suspending or terminating Party, and defaulting Party does not commence correction of such nonperformance within five (5) days of written notice and diligently completes the correction thereafter.

C. Limits of Agreement

This instrument and the associated Task Orders contain the entire Agreement between the parties, and no statement, promise or inducement made by either Party that are not contained in this written Agreement and associated Task Orders shall be valid or binding. This Agreement and the associated Task Orders upon execution by both parties hereto, can only be amended by written instrument signed by both parties.

D. Applicability to Task Orders

The terms and conditions set forth in this Agreement apply to each Task Order as if set forth in the Task Order, unless specifically modified in writing. In the event of conflicts between this Agreement and a Task Order, the conflicting provisions of the Task Order shall take precedence for that Task Order. The provisions of this Agreement shall be modified only by a written instrument. Such amendments shall be applicable to all Task Orders issued after the effective date of the amendment if not otherwise set forth in the amendment.

E. Severability and Survival

The various terms, provisions and covenants herein contained, and, in any Task, Order shall be deemed to be separate and severable, and the invalidity of unenforceability of any of them shall not affect or impair the validity or enforceability of the remainder.

F. Waiver

No waiver by either Party of any default by the other Party in the performance of any particular section of this Agreement or any Task Order shall invalidate any other section of this Agreement or any Task Order or operate as a waiver of any future default, whether like or different in character.

G. Choice of Law and Venue

The parties agree that any action at law or judicial proceeding for the enforcement of this Agreement or any provision thereof shall be instituted only in the Tribal Court of the Confederated Salish and Kootenai Tribes and it is mutually agreed that the governing law shall be the laws of the Confederated Salish and Kootenai Tribes to the extent not superseded or pre-empted by federal law.

H. Dispute Resolution

The parties agree to negotiate each dispute between them in good faith during the 30 days after notice of dispute. If negotiations are unsuccessful in resolving the dispute the parties may exercise their rights at law.

I. Material Adverse Effect

This Agreement and any Task Order issued under this Agreement may be amended by agreement of the Parties if an event, change, or effect creates a material adverse effect upon the operation of CONTRACTOR. Such material adverse effect may be created by, or be the effects of Acts of God (including fire, flood, earthquake, storm, or other natural disaster), war (whether declared or not declared), terrorist activities, labor dispute, strike, lockout or interruption or failure of electricity or telephone service which materially impairs CONTRACTOR's ability to operate its business in accordance with the standard of professional practice ordinarily exercised by our profession and which formed the basis for this Agreement.

J. No Third-Party Beneficiaries

Nothing contained in this Agreement nor the performance of the parties hereunder, is intended to benefit, nor shall inure to the benefit of, any third party, including CSKT's contractors, if any.

K. Successor, Assigns, and Beneficiaries

Neither CSKT nor CONTRACTOR may assign, sublet, or transfer any rights under or interest (including but without limitation, moneys that are due or may become due during or post-contract performance) in this Agreement without the written consent of the other, except

as mandated or restricted by law. No assignment will release or discharge the assignor from any duty or responsibility under this Agreement.

L. Authority

The person signing this Agreement warrants that they have the authority to sign as, or on behalf of, the Party for whom they are signing.

M. Integration

The parties agree that this Agreement and the attached exhibits constitute the entire understanding between the parties and that there are no implied or verbal understandings other than those stated herein. This Agreement and the exhibits or attachments can only be changed or modified by the express written consent of both parties.

N. Notices

Except as otherwise provided herein, all notices required or permitted under this Agreement shall be signed and in writing, and shall be delivered to the party to be notified in person or by depositing the same in the United States mail, certified, to the appropriate following address:

(The remainder of this page is blank)

DRAFT

TASK ORDER

CSKT Contract No.:	MSA Contract Number		
Task Order No.:	– Sample	Modification: 00	
Task Order Title:			

This Task Order is issued under the authority and provisions of the Master Services Agreement between the Confederated Salish and Kootenai Tribes Natural Resources Department/DEWR (CSKT) and DOWL (CONTRACTOR), effective as of the date of the last signature below.

The following representatives have been designated as responsible for the work performed under this Task Order:

SCOPE OF SERVICES and SCHEDULE:

The specific services and corresponding schedule for this Task Order are described in Exhibit A.

Services covered by this Task Order shall be performed in accordance with the above referenced Master Services Agreement.

TERM:

The performance period for this Task Order begins on the effective date and shall expire on _____.

COMPENSATION:

Contractor shall be reimbursed on a _____ basis in accordance with Exhibit B.

The maximum value of this Task Order is \$ _____. Contractor shall not exceed the maximum value without written modification of this Task Order.

IN WITNESS WHEREOF: Persons authorized to commit the resources of the Parties have executed this Task Order and this Task Order may be signed in any number of counterparts, each of which is an original, and all of which taken together constitute one single document:

Agreed & Accepted for CSKT:

Agreed & Accepted for CONTRACTOR:

By: _____

By: _____

Name _____

Name & _____

& Title: _____

Title: _____

Date: _____

Date: _____

By: _____

Tax ID No.: 00-000000000

Exhibit A – Scope and Schedule of Services

CSKT Contract No.:	MSA Contract Number
Task Order No.:	- Sample Modification: 00
Task Order Title:	

Scope of Work:

Deliverables/Schedule:

Place of Performance:

Period of Performance:

DRAFT

Exhibit B – Compensation for Task Order

CSKT Contract No.:	MSA Contract Number
Task Order No.:	- Sample Mod: 00
Task Order Title:	

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