



# Spokane Tribe of Indians

P.O. Box 100 - Wellpinit, WA 99040 - Ph. (509) 258-4581

*CENTURY OF SURVIVAL*

1881 - 1981

REQUEST FOR PROPOSAL

FOR

Habitat Limiting Factors Analysis for the Spokane River Watershed

PROPOSAL NO. 22-002

BY

SPOKANE TRIBE OF INDIANS  
PURCHASING/PROPERTY DEPARTMENT  
6195 FORD/WELLPINIT RD  
PO BOX 100  
WELLPINIT, WA 99040

## Key Information

Opening Date:	July 18, 2022
Closing Date:	September 2, 2022
Primary Contact:	Conor Giorgi, Anadromous Program Manager
E-mail:	conor.giorgi@spokanetribe.com
Phone:	(509) 244-7031

## **I. INTRODUCTION**

The SPOKANE TRIBE OF INDIANS is requesting proposals from reasonable, responsive, responsible, and qualified firms to develop and complete a Habitat Limiting Factors Analysis for the Spokane River Watershed. The purpose of this project is to evaluate aquatic habitats within the watershed and identify factors that are likely constraining native salmonid species. The resulting product will then be used for the development of both a Habitat Restoration Strategy for the watershed as well as a Redband Trout Recovery Plan; RFPs for which will be advertised at a later date. All projects will be subject to applicable tribal, federal, contract, or grant rules and regulations.

There is no expressed or implied obligation for the SPOKANE TRIBE OF INDIANS to reimburse responding firms for any expenses incurred in preparing proposals in response to this request. Your proposal and proposal amount shall remain valid for a period of one hundred (100) days from the closing date.

To be considered for the engagement, one master copy, and three copies of the proposal must be received by Nathan Ayala, Purchasing/Property Manager, Spokane Tribe of Indians, P.O. Box 100, Wellpinit, WA 99040 on or before the above closing date and time. The SPOKANE TRIBE OF INDIANS reserves the right to reject any or all proposals submitted. Proposals submitted will be evaluated by selected individuals from the Spokane Tribe of Indians Department of Natural Resources, Finance Department, Administration Department, and the Purchasing/Property Department.

At the discretion of the SPOKANE TRIBE OF INDIANS, firms submitting proposals may be requested to make oral presentations as a part of the evaluation process.

During the evaluation process the SPOKANE TRIBE OF INDIANS reserves the right, where it may serve the SPOKANE TRIBE OF INDIANS best interest, to request additional information or clarifications from proposers or allow corrections of errors or omissions.

The SPOKANE TRIBE OF INDIANS reserves the right to retain all proposals submitted and to use any ideas in the proposal regardless of whether that proposal is selected. Submission of a proposal indicates acceptance by the firm of the conditions contained in this request for proposals, unless clearly and specifically noted in the proposal submitted and confirmed in the contract between the SPOKANE TRIBE OF INDIANS and the firm selected.

### **Term of Engagement**

Awarded vendor will be obligated and authorized to sign and/or enter into a contract with the SPOKANE TRIBE OF INDIANS in regards to the scope of work listed in this request for proposal for a minimum of two years. The SPOKANE TRIBE OF INDIANS may elect to extend the contract for one additional year.

## **II. SPOKANE TRIBE OF INDIANS BACKGROUND INFORMATION**

The Spokane Tribe of Indians is a federally recognized sovereign governmental entity established through Executive Order of the President of the United States on January 18, 1881. The Spokane Tribe of Indians' vision is to achieve true sovereignty by attaining self-sufficiency. We will preserve and enhance our traditional values by living and teaching the inherent principles of respect, honor, integrity as embodied in our language and life-ways. We will utilize effective stewardship of our human, financial and natural resources. We will develop strong leadership through education, accountability, experience

and positive reinforcement. There is a central administrative unit headquartered in Wellpinit, Washington. In Wellpinit we administer 214 programs which provide services to tribal members and other local area community members.

The Spokane Tribe of Indians Fisheries and Water Resources Division's mission is to preserve, protect and enhance the long-term sustainability of Tribal resources for present and future generations.

### III. NATURE OF SERVICES REQUIRED

Scope of Work  
(may include, but is not limited to the following)

#### A. Project Background:

Historically, the Spokane River and its tributaries supported prolific populations of anadromous Chinook salmon (*Oncorhynchus tshawytscha*) and steelhead (*O. mykiss spp.*). These populations were extirpated in the early 20<sup>th</sup> century following hydroelectric development of the river. Remaining in the watershed are fragmented populations of *O. mykiss gairdneri*, Redband Trout. The Tribe's Fisheries and Water Resources Division has been actively managing Redband Trout and restoring their habitats for over a decade. Simultaneously, the Tribe and their partners are following a phased approach to provide fish passage and reintroduce native anadromous species to historically occupied habitats.

Early reintroduction studies included habitat assessments evaluating the current condition of rivers and streams to support spawning, rearing, and migration for Chinook and steelhead ([Giorgi 2018](#), [ICF 2018](#)). To accomplish this an Ecosystem Diagnosis and Treatment (EDT) model was developed. The modeling framework was defined and all regional data that was appropriate and available was incorporated into the model to generate performance metrics needed by fisheries managers to evaluate reintroduction potential.

Comprehensive habitat assessments and limiting factors analysis has been a longstanding need for the Spokane River Watershed. Previous analyses have largely been qualitative, driven by expert opinion (e.g. [NPCC Spokane Subbasin Plan](#), 2006). Financial resources to improve limiting factors analyses in the region have been constrained, leaving restoration practitioners to identify projects based on feasibility rather than modeled ecological benefit.

Recently, the Tribe has received support from the State of Washington to develop a "Lead Entity" for the Spokane River Watershed. This restoration organization aids financially in preparing our waters for the return of salmon by guiding and coordinating habitat restoration projects within the watershed. Specific projects are funded via the Salmon Recovery Funding Board using recommendations driven by a data-supported habitat restoration strategy. A fundamental component to the habitat restoration strategy is the identification of factors within the environment that are suspected of limiting populations of Chinook and *O. mykiss*.

The Spokane Tribe of Indians, and the Spokane River Watershed Lead Entity Technical Team, propose to use the existing habitat assessment tool, the EDT model, to identify limiting factors that will ultimately be used to develop both a habitat restoration strategy for the watershed, as well as a recovery plan for endemic Redband Trout.

The EDT modeling framework developed for the reintroduction effort will serve as the primary habitat assessment tool.

## **B. Scope of Work**

The purpose of this project is to identify limiting factors that are currently or will likely constrain Chinook salmon, steelhead, and redband trout populations within the Spokane River Watershed (WRIA's 54 – 57). To accomplish this, previous EDT modeling efforts will be leveraged, more current data will be incorporated, and a data gaps analysis will be performed. The contractor should be prepared to prescribe specific data collection protocols to fill EDT modeling data gaps; emphasizing remote sensing technologies as private property ownership complicates traditional on-the-ground habitat surveys. Once newly collected data have been filled by the Spokane Tribe and its partners, the contractor will incorporate this data into the EDT model, resulting in a robust model run clearly identifying limiting factors with a relatively high degree of confidence.

## **C. Tasks**

1. Update EDT Model with Partner Data
  - a. Review previous EDT modeling performed for the region, verify reach network and species rules are inclusive of all *O. mykiss* life history strategies and update as necessary. Coordinate with Lead Entity Technical Team members to compile all relevant data that was either omitted from the previous modeling effort or has been collected since that effort concluded. Incorporate these data into the model.
2. Identify Data Gaps
  - a. Run the EDT model to identify data gaps. Data gaps should be prioritized depending on the level of influence a specific parameter has on the model. Parameters that strongly influence the models should be prioritized over parameters, or data gaps, that have relatively small influence on model results or confidence.
3. Propose Data Collection Protocols
  - a. Prescribe specific data collection protocols that will fill newly identified and prioritized data gaps. Protocols should incorporate remote sensing data collection techniques to the greatest extent possible. Also include protocols for ground-truthing or verifying data collected remotely. Data collection and ground truthing will be performed by Spokane Tribe, their partners, or subcontractors under a separate contract.
4. Update EDT Model with New Data
  - a. Incorporate newly collected data into the EDT model, filling previously identified data gaps.
5. Limiting Factors Analysis
  - a. Conduct a limiting factors analysis using results from the updated EDT model run. Results should be presented at a level of specificity that will be useful and constructive in the development of both a Habitat Restoration Strategy and Redband Trout Recovery Plan. These two documents will be the products of separate contracts following the completion of the limiting factors analysis.

## **D. Timeline**

The scope of work and tasks described above will need to be completed by July of 2024. The Spokane Tribe and their partners recognize the potential challenges associated with the uncertainty of potential data gaps and the logistical constraints of both collecting those data and incorporating them into the EDT model. Additionally, if contractors identify further improvements or tasks necessary to complete the limiting factors analysis they should present them with justification in their proposal.

Requests for any and/or all work to be completed by the awarded vendor will be processed through the Spokane Tribal Purchasing/Property Department and managed by the designated program manager. The awarded vendor will be responsible for preparing and submitting detailed Scopes of Work, timelines, lists of deliverables, and cost breakdowns for each request. When such work is finalized and approved by the Executive Director or Tribal Council by resolution the request for work will be added to the contract by an approval letter authorizing services to begin. The scope of work may be adjusted to reflect funding availability.

## **EVALUATION CRITERIA**

- 1. Compliance with Specifications of RFP – 1-20 points.**
- 2. Qualification and experience – 1-30 points**
- 3. Proposed methodology to fulfill the intent of the RFP – 1-15 points**
- 4. Understanding of project goals – 1-10 points**
- 5. Ability and capacity to fulfill the intent of this RFP – 1-10 points**
- 6. Reasonable budget, work schedule and timeline– 1-10 points**
- 7. Native/Minority/Woman Owned- 1-5 points**
  - 5 points will be awarded to Native Owned Businesses
  - 4 points to either Minority or Woman Owned Businesses
  - 0 points to any other owned business

## **IV. PROPOSAL REQUIREMENTS**

### **General Requirements**

Inquiries concerning the request for proposals and the subject of the request for proposals can be made to:

**Conor Giorgi**  
Anadromous Program Manager  
(509) 244 – 7031 ext. 208  
[Conor.Giorgi@Spokanetribe.com](mailto:Conor.Giorgi@Spokanetribe.com)

**Casey Flanagan**  
Water & Fish Project Manager  
(509) 626 – 4408  
[CaseyF@Spokanetribe.com](mailto:CaseyF@Spokanetribe.com)

### **Proposal Elements**

Proposals must (1) demonstrate an understanding of the project, (2) describe your approach, and (3) provide a statement of cost according to a fee-for-service type use.

The awarded vendor must be willing and able to provide copies of licenses for all employees that may provide architectural and engineering services to tribal programs under this proposal and/or awarded

contract.

## V. TECHNICAL PROPOSAL

THERE SHOULD BE NO DOLLAR UNITS OR TOTAL COSTS INCLUDED IN THE TECHNICAL PROPOSAL DOCUMENT.

The Technical Proposal should include the following:

- The purpose of the technical proposal is to demonstrate the qualifications, competence and capacity of the firms seeking to provide the Spokane Tribe of Indians a Habitat Limiting Factors Analysis for the Spokane River Watershed as such; the substance of the proposals will carry more weight than their form or manner of presentation. The technical proposal should demonstrate the qualifications of the firm and of the particular staff to be assigned to this engagement.
  - The technical proposal should address all the points outlined in the request for proposals excluding any cost information, which should only be included in the dollar bid.
  - The proposal should be prepared simply and economically, providing a straightforward, concise description of the proposer's capabilities to satisfy the requirements of the request for proposal.
  - A signature of the vendor or of any partner, officer, or employee who certifies that he or she has the authority to bind the vendor is to be provided as well as names and resumes of key personnel including support staff who will be assigned to the project.
  - Any current or proposed business transaction between vendor and any STOI officer, employee or any other Tribal entity which may give rise to a claim of conflict of interest the vendor shall warrant that it has no interest, direct or indirect, which would conflict in any manner or degree with the performance of services required under this contract.
  - Please provide a statement disclosing any current or proposed business transaction between vendor and any STOI officer, employee, or Tribal entity which may give rise to a claim of conflict of interest.
  - In addition; items "1" through "5" below must be included in the technical proposal document.
- 1) Title Page
  - 2) Title page showing the request for proposal's subject; the firm's name; the name, address and telephone number of a contact person; and the date of the proposal.
  - 3) Table of Contents
  - 4) Provide 3 references of persons who have worked with the same primary personnel as described above for the type of contract work in this proposal and 3 references of organizations that the vendor has provided similar and/or like work. References should not be any Spokane Tribe of Indians personnel or programs.
  - 5) A signed letter of transmittal briefly stating the proposer's understanding of the work to be done, the commitment to perform the work within the time period, a statement why the firm believes itself to be the best qualified to perform the engagement and a statement that the proposal is a firm and irrevocable offer for one hundred days.

The technical proposal should be sent to:

**Conor Giorgi**  
Anadromous Program Manager  
(509) 244 – 7031 ext. 208  
[Conor.Giorgi@Spokanetribe.com](mailto:Conor.Giorgi@Spokanetribe.com)

**Casey Flanagan**  
Water & Fish Project Manager  
(509) 626 – 4408  
[CaseyF@Spokanetribe.com](mailto:CaseyF@Spokanetribe.com)

## VI. COST PROPOSAL

The proposer shall submit one original proposed dollar amount in a separate file clearly labeled: DOLLAR PROPOSAL FOR A HABITAT LIMITING FACTORS ANALYSIS FOR THE SPOKANE RIVER WATERSHED. Proposers should send the completed proposal consisting of the separate file to:

**Conor Giorgi**  
Anadromous Program Manager  
(509) 244 – 7031 ext. 208  
[Conor.Giorgi@Spokanetribe.com](mailto:Conor.Giorgi@Spokanetribe.com)

**Casey Flanagan**  
Water & Fish Project Manager  
(509) 626 – 4408  
[CaseyF@Spokanetribe.com](mailto:CaseyF@Spokanetribe.com)

The dollar proposal should contain all pricing information relative to performing the Habitat Limiting Factors Analysis for the Spokane River Watershed as described in this request for proposals. The total all-inclusive maximum price is to contain all direct and indirect costs including all out-of-pocket expenses.

The SPOKANE TRIBE OF INDIANS will not be responsible for expenses incurred in preparing and submitting the technical proposal or the sealed dollar amount. Such costs should not be included in the proposal.

The first page of the dollar proposal should include the following information:

1. Name of Firm
2. Certification that the person signing the proposal is entitled to represent the firm empowered to submit a proposal and sign a contract with the SPOKANE TRIBE OF INDIANS.
3. Any fees or other expenses that will be billed.

If it should become necessary for the SPOKANE TRIBE OF INDIANS to request the awarded vendor to render any additional services to either supplement the services requested in this request for proposals or to perform additional work as a result of the specific recommendations atones included in any report issued on this engagement, then such additional work shall be performed only if set forth in an addendum to the contract between the SPOKANE TRIBE OF INDIANS and the firm any such additional work agreed to between the SPOKANE: TRIBE OF INDIANS and the firm shall be performed at the same rates set forth in the schedule of fees and expenses included in the sealed dollar proposal.

### Independence

The firm should provide an affirmative statement that it is independent of the SPOKANE TRIBE OF INDIANS.

The firm should also list and describe the firm's (or proposed subcontractor's) professional relationships involving the SPOKANE TRIBE OF INDIANS or any of its units for the past (5) years together with a statement explaining why such relationships do not constitute a conflict of interest relative to performing the requested services.

In addition, the firm shall give the SPOKANE TRIBE OF INDIANS written notice of any professional relationships entered into during the period of this agreement

#### Subcontracting

If subcontractors are to be used, that fact, and the name of the proposed subcontracting firms, must be clearly identified in the proposal. If sub-contractors are to be used, each must also complete the below certification and be included in the submitted proposal. Following the award of the contract, no additional subcontracting will be allowed without the express prior written consent of the SPOKANE TRIBE OF INDIANS.

Describe any plans to “partner” with another vendor to meet implementation needs. If your approach includes the use of one or more additional vendors or sub-contractors, please provide a detailed explanation of their role on the project. In addition, if your response to the technical and functional requirements and associated product demonstration is dependent upon a product offered by another vendor partner, please be advised that a single, joint response should be submitted for this RFP. Additional vendors, subcontractors and/or any assignee or transferee must be able to adhere to the same agreements (e.g., not transmitting tribal data outside of the United States) required of your company.

#### Firm Qualifications and Experience

The proposal should state the size of firm, the size of the firm's staff, the location of the office from which the work for the Spokane Tribe is to be performed and the number and nature of the professional staff to be employed in this engagement on a full-time basis and number and nature of the staff to be so employed on a part-time basis.

If the Proposer is a joint venture or consortium, the qualification of each firm comprising the joint venture or consortium should be separately identified and the firm that is to serve as the principal should be noted if applicable.

#### Partners, Supervisory, and Staff Qualifications and Experience

The firm should identify the principal supervisory and management staff, including engagement partners, managers, other supervisors and specialists, who would be assigned to the engagement and indicate whether each such person is licensed to practice or provide this type of service in the state of Washington. Assurances must be made to the Spokane Tribe that the staff listed will be the actual staff performing the services to be provided. Any staff changes must be requested and approved by the Spokane Tribe through a written request.

#### Proprietary Information

There should not be any restrictions on the use of data contained in any submitted proposal. Proprietary information submitted in response to the Request for Proposal will not be accepted by the Spokane Tribe and the submitted proposal will be considered non-responsive. Data contained in the proposal, all documentation provided therein, and innovations developed as a result of these contractual services cannot be copyrighted or patented by vendors. All data, documentation, and innovations become the property of the Tribe.

#### Insurance Requirements

The awarded vendor will be required to provide certificates of insurance for:

A. Comprehensive or Commercial Form General Liability Insurance (contractual liability included) with limits as follows:



Each Occurrence \$1,000,000.00  
Personal and Advertising Injury \$1,000,000.00

If the above insurance is written on a claims-made form, it shall continue for three years following termination of this Agreement. The insurance shall have a retroactive date of placement prior to or coinciding with the effective date of this Agreement.

Awarded vendor will maintain at its expense: Professional Liability insurance in the amount of \$1,000,000 including coverage for errors and omissions caused by Contractor's negligence in the performance of its duties under this RFP and any signed agreements.

B. Business Automobile Liability Insurance for owned, scheduled, non-owned, or hired automobiles with a combined single limit not less than \$1,000,000.00 dollars per occurrence.

C. Workers' Compensation as required by Washington State law.

It is understood that the coverage and limits referred to under a., b., and c. above shall not in any way limit the liability of Seller. Seller shall furnish the Tribe with certificates of insurance evidencing compliance with all requirements prior to commencing work under a contract resulting from this RFP.

#### Proposal Modifications or Withdrawal

No modification of submitted proposals will be permitted in any form after the closing date and time. Any proposal may be withdrawn prior to the closing date and time.

The TRIBE may waive any informalities or minor defects or reject any and all proposals.

Any proposal may be withdrawn prior to the above scheduled time. Any proposal received after the time and date specified shall not be considered.

#### Prior Engagements with the SPOKANE TRIBE OF INDIANS

The firm should list separately all engagements within the last five years, ranked on basis of total staff hours, for the SPOKANE TRIBE OF INDIANS by type of engagement. For each engagement, the firm should indicate the scope of work, date, engagement partners, total hours, the location of the firm's office from which the engagement was performed, and the name and telephone number of the client's principal contact in the firm.

### **VII. EVALUATION PROCEDURES**

#### Review of Proposals

Proposals will be reviewed and evaluated on the criteria described below. At this point, firms with an unacceptably low technical evaluation will be eliminated from further consideration.

The SPOKANE TRIBE OF INDIANS reserves the right to retain all proposals submitted and use any idea in a proposal regardless of whether that proposal is selected.

#### Evaluation Criteria

Proposals will be evaluated using two sets of criteria. Firms meeting the mandatory criteria will have their proposals evaluated for both technical qualifications and price. The following represent the principal selection criteria, which will be considered during the evaluation process. Consideration will also be given to Native American, Minority or Woman owned business detailed in Section VIII below.

Mandatory Elements

1. The firm's professional personnel have received adequate continuing professional education within the preceding two years.
2. The firm has no conflict of interest with regard to any other work performed by the firm for the SPOKANE TRIBE OF INDIANS.

Expertise and Experience

1. The firm's past experience and performance on comparable engagements with Indian tribes.
2. The quality of the firm's professional personnel to be assigned to the engagement and the quality of the firm's management support personnel to be available for technical consultation.

COST WILL NOT BE THE PRIMARY FACTOR IN THE SELECTION

Oral Presentations

During the evaluation process, the Spokane Tribe, at its discretion, may request any one or all firms to make oral presentations. Such presentations will provide firms with an opportunity to answer any questions on a firm's proposal ---Not all firms may be asked to make such oral presentations.

Right to Reject Proposals

Submission of a proposal indicates acceptance by the firm of the conditions contained in this request for proposals unless clearly and SPECIFICALLY noted in the proposal submitted and confirmed in the contract between the SPOKANE TRIBE OF INDIANS and the firm selected.

The SPOKANE TRIBE OF INDIANS reserves the right without prejudice to reject any or all proposals.

**VIII. ADDITIONAL INFORMATION TO BE PROVIDED BY THE PROPOSER**

How many years has your organization provided the type of service or material designated in the attached Scope of Work? \_\_\_\_\_

Supplier Diversity – Is your company at least 51% owned by a Native American, Minority or Woman owned (NA,M/WBE)? (Minority group members are United States citizens who are African-American, Asian – Indian American, Asian-Pacific American or Hispanic – American.) Ownership means the business is at least 51% owned by such individuals and, management and daily operations are controlled by them as well.

Can your firm be classified as a Native American Enterprise?  
 YES \_\_\_\_\_ NO \_\_\_\_\_ % \_\_\_\_\_  
 Can your firm be classified as a Minority Owned Business?  
 YES \_\_\_\_\_ NO \_\_\_\_\_ % \_\_\_\_\_  
 Can your firm be classified as a Women Owned Business?  
 YES \_\_\_\_\_ NO \_\_\_\_\_ % \_\_\_\_\_

Vendor's performance regarding NA,M/WBE placements will be considered as evaluative criteria for this and future contract awards. Vendor shall not discriminate against any subcontractors or employee regarding race, religion, color, gender, age, physical condition or national origin.

**IX. COVENANTS AGAINST KICKBACKS**

1. For purposes of this subsection "Money" shall mean any cash, fee, commission, credit, and gift, and gratuity, thing of value or compensation of any kind.
2. For purposes of this subsection a "contract" means a written contract with the Spokane Tribe or any other political subdivision of the Tribe or with any tribally owned business.
3. For purposes of this subsection a "Kickback" means any Money, which is provided or is offered, as herein provided, for the purpose of obtaining or maintaining a contract or for rewarding favorable treatment in connection with any contract.
4. Vendor represents, warrants, covenants and agrees that neither Vendor nor its affiliates or any subcontractors (including any of their officers or employees) has provided or attempted to provide, either directly or indirectly, any Kickback to any employee of the Spokane Tribe or to any member of the Tribe. Vendor further warrants, covenants and agrees that neither Vendor nor its affiliates nor any subcontractors (including any of their officers or employees) will, in the future, provide or attempt to provide, either directly or indirectly, any Kickback to any employee of the Spokane Tribe.

Failure to abide by the provisions of this section may, without further notice, result in the immediate termination of any contract awarded.

**X. RESERVATIONS**

THE SPOKANE TRIBE OF INDIANS RESERVES:

1. The right to reject any or all quotes, to serve in the best interest of the Spokane Tribe.
2. The right to negotiate with all or one respondent when such action is deemed to be in the best interest of the Spokane Tribe.
3. The right to cancel any agreement, if in its opinion there is a failure at any time to perform adequately the stipulations of the Scope of Work, or if there is any attempt to willfully impose upon the Spokane Tribe services which are, in the opinion of the Spokane Tribe, of an unacceptable quality. The supplier agrees to hold harmless the Spokane Tribe from any and all liabilities, obligations, damages, penalties, claims, costs, charges and expenses (including, without limitation, reasonable fees and expenses for Attorneys, expert witnesses and other contractors at the prevailing market rate for such services) which may be imposed upon, incurred by or asserted against the Spokane Tribe by reason of any of the following: any negligent or tortuous act, error, or omission attributable in

whole or in part to the vendor or any of their employees, vendors, or agents, now existing or hereafter created.

4. Any failure by the Supplier or their employee to perform their obligations either implied or expressed under this contract/agreement. The Supplier agrees that it is their responsibility, not the responsibility of the Spokane Tribe, to safeguard the property and material that is used in performing this contract/agreement. Further, the Supplier agrees to hold the Spokane Tribe harmless for costs and expenses resulting from any loss of such property and material used pursuant to the Supplier performance under the contract.

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

The prospective contractor certifies to the best of its knowledge and belief, that it and its principals:

- (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal, State, Local or Tribal department or agency;
- (b) Have not within a five-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, Local or Tribal ) 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 indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, Local or Tribal ) 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, Local or Tribal) terminated for cause or default.

I understand that a false statement on this certification may be grounds for rejection of this proposal or termination of the award. In addition, under 13 USC Sec. 1601, a false statement may result in a fine of up to \$10,000 or imprisonment for up to 5 years or both.

Typed name & Title of Authorized Representative

Signature of Authorized Representative

Date

- I am unable to certify to the above statements. My explanation is attached.