

Form approved by Tribal Council ___/___/___
Initial if Tribal Council review of content requirement met ____
Initial if competitive bid requirement met ____
Initial if cost-review requirement met ____
Initial if Finance Department/CFO review requirement met ____
Initial if Legal Dept. review requirement met ____
Other review:_____

**CONTRACT
FOR GOODS AND/OR SERVICES**

This Contract is entered into on the Squaxin Island Reservation this ___ day of _____, _____, between _____, with a principal place of business at _____, hereafter referred to as the “Contractor”, and the Squaxin Island Tribe, a federally-recognized Tribe (hereafter the “Tribe”), located on the Squaxin Island Reservation at Shelton, Washington. This Contract consists of this written agreement and all attached “Contract Documents” described in Section 7 of this Contract.

1. Description of Goods and/or Services

Contractor shall provide the goods and/or services described in the attached “Exhibit A”, in accordance with this Contract and Contract Documents.

2. Contract Price

2.1 The Tribe agrees to pay Contractor for the goods and/or services the price described in “Exhibit A”. Payment of this amount is subject to additions or deductions in accordance with the provisions of this Contract.

2.2 Payment shall be as set out in Section 3 of this Contract.

3. Method of Payment

3.1 The Tribe shall make payments to Contractor on the following basis (select one option):

_____ Option 1: 100% upon delivery of conforming goods and/or services.

_____ Option 2: In accordance with the payment schedule attached as “Exhibit B”.

3.2 Any payment to be made under either Option 1 or Option 2 above may be withheld if:

3.2.1 The goods and/or services are found to be defective and the defect is not remedied;

3.2.2 In the opinion of the Tribe, Contractor’s performance is not consistent with the terms of this Contract; or

3.2.3 Contractor fails to comply with any applicable law or regulation, or to pay any applicable tax, fee or license.

4. Claims

4.1 By making payment, the Tribe waives all claims except those arising out of:

4.1.1 Faulty goods and/or services appearing after delivery or completion;

- 4.1.2 Goods or services that do not comply with the Contract documents;
- 4.1.3 Outstanding claims of liens;
- 4.1.4 Failure of Contractor to comply with any special guarantees or warranties required by the Contract Documents.

4.2 Contractor, by accepting payment, waives all claims against the Tribe as to those goods and/or services except those that he or she has previously made in writing, and which remain unsettled at the time of acceptance.

5. Starting and Completion Dates

This Contract shall be effective on _____, _____, and shall automatically terminate on _____, _____ unless renewed or extended in writing by both parties.

6. Default and Termination

6.1 This Contract may be terminated by either party without prejudice to any other remedy that the non-defaulting party may have if the other party defaults in performance of any provision of this Contract. The non-defaulting party shall give the defaulting party ten (10) days' written notice of the non-defaulting party's intention to terminate this Contract, within which time the defaulting party may cure the default condition to the satisfaction of the non-defaulting party. Should the defaulting party be Contractor, the Tribe may, pursuant to Section 3 of this Contract, withhold any portion of the Contract Price still owing at the time of the default.

6.2 The Tribe may also terminate this Contract for its convenience without cause. Should the Tribe elect to terminate under this subsection 6.2, the Tribe shall give the Contractor written notice of the termination, which shall be effective immediately upon receipt, or three days after mailing, first-class, postage prepaid, whichever comes first, unless a later termination date is given. The Tribe shall pay for all goods and/or services properly provided up to the effective date of the termination. Contractor shall have no additional rights as against the Tribe except for the payment provided under this subsection 6.2.

7. Contract Documents

The Contract Documents on which the Contract is based are as follows: this Contract, together with such supplementary agreements and conditions as are attached to this Contract, and which are labeled as Exhibits to this Contract. The Contract Documents together form the Contract for the goods and/or services herein described. In the event of a conflict between this Contract and any document attached to it, the terms of this Contract govern.

8. Contract Officer

8.1 _____, _____ is the designated Contract Officer (CO) for the purpose of this Contract and shall provide general administration of the Contract as the Tribe's representative.

8.2 _____, _____ is Contractor's representative for this Contract, and shall be responsible for the performance of this Contract, and shall have signature authority for the Contractor for all matters related to this Contract.

9. Responsibilities of Contractor

Contractor's duties and rights in connection with the project herein are as follows:

9.1 **Payment of Taxes, Procurement of Licenses and Permits:** Contractor shall pay any applicable tribal, federal, state, and local taxes required by law in connection its performance under this Contract and shall secure all necessary licenses and permits, paying the fees therefore.

9.2 **Compliance with Laws and Regulations:** Contractor shall comply with all applicable laws and ordinances, and rules, regulations, or orders of all public authorities relating to the performance of this Contract. If any of the Contract Documents are at variance therewith, he or she shall notify the Contract Officer promptly upon discovery of such variance.

9.3 **Responsibility for Negligence of Employees and Subcontractors:** Contractor assumes full responsibility for acts, negligence or omissions of all its employees under this Contract, for those of its subcontractors and their employees, and for those of all other persons doing work under contract with it.

9.4 **Warranty of Fitness of Goods and/or Services:** Contractor represents and warrants to the Tribe that goods and/or services provided under this Contract will be of good quality, free of defects, and in conformity with the Contract Documents. It is understood between the parties hereto that all goods and/or services that are not so in conformity are defective.

9.5 **Indemnity and Hold Harmless Agreement:** Contractor agrees to indemnify and hold harmless the Tribe, its subsidiaries, and the officers, agents and employees of each, from and against all claims, damages, losses, and expenses related to or arising from Contractor's goods and/or services as set out in this Contract. Such expenses include reasonable attorneys' fees if it is necessary for the Tribe to commence or defend an action arising out of or associated in any way with Contractor's performance of this Contract. Such claims include, but are not limited to, claims for bodily injury, illness or death, property damage (including loss of use, or other damage) which are caused in whole or in part by Contractor's negligent act or omission, or that of Contractor's subcontractor, or that of anyone employed by them or for whose acts Contractor or Contractor's subcontractor may be liable.

10. Jurisdiction and Venue; Applicable Law; Sovereign Immunity

10.1 Contractor and the Tribe agree that the sole and exclusive jurisdiction over any disputes arising out of this Contract shall be in the Squaxin Island Tribal Court.

10.2 Any dispute shall be determined under the laws of the Squaxin Island Tribe.

10.3 Nothing herein shall be deemed to waive the sovereign immunity of the Tribe, the Squaxin Island Tribe, or the enterprises, agents, or employees of any of them.

11. Independent Contractor

It is understood that the Contractor is operating as an independent contractor, and as such shall comply with all applicable laws and regulations and shall pay all applicable taxes and other assessments and hold the Tribe harmless from the consequences of any act or omission of whatever kind or nature of Contractor or its employees or agents of whatever kind. Contractor shall not have any right as an employee of the Tribe, and no employee-employer relationship is established by this Contract. Further, the Contractor is responsible for reporting this income to the applicable federal and/or state agencies. The Contractor is responsible for all taxes associated with this income.

12. Insurance

Contractor shall provide and continuously maintain in effect during the term of this Contract general liability insurance, naming the Tribe as an additional insured, in the amount of no less than \$_____ per occurrence. Contractor shall furnish the Tribe with a certificate of insurance prior to beginning any work under this Contract.

13. Records

Contractor will maintain adequate financial records, in accordance with generally accepted accounting practices, such that the Contractor can clearly and easily identify all claimed costs and expenses and the relatedness of the those costs and expenses to this Contract.

14. Certification of Non-Segregated Facilities

By signing this Contract, Contractor certifies that it does not maintain or provide for its employees any segregated facilities at any of Contractor’s establishments, and that Contractor’s employees are not permitted to perform their services at any location, under this Contract, where segregated facilities are maintained. Contractor agrees that failure to abide this certification is a breach of this Contract.

15. Non-Discrimination

Title VI of the Civil Rights Act of 1964, (Public Law 88-352; 42 USC 200d-1) provides that no person in the United States shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance.

16. Entire Agreement; Amendments

This Contract contains the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior agreements and understandings, oral or written, between the parties hereto with respect to the subject matter hereof.

17. Severability

If any part of this Contract is held unenforceable, the rest of the Contract will continue in effect.

18. No Partnership

This Contract does not create a partnership relationship. Contractor does not have authority to enter into contracts on the Tribe’s behalf.

19. Assignment

(Check applicable provision.)

_____ Either Contractor or the Tribe may assign or subcontract any rights or obligations under this Contract.

OR

_____ Contractor may not assign or subcontract any rights or obligations under this Contract without the Tribe’s prior written approval.

20. Tax Exemption

The Tribe is exempt from state taxes for goods and services received in Indian Country as provided in WAC 458-20-192 including, but not limited to, state and local sales tax, certain excise taxes, and others. Contractor is eligible for an exemption from state taxes for goods and services provided to the Tribe in Indian Country, as provided in WAC 458-20-192 including, but not limited to, state and local sales tax, Business & Occupation tax, and others. Contractor shall comply with WAC 458-20-192 to perfect the exemption from state taxation.

21. Execution

(Check applicable provision.)

___ The parties agree that this Agreement will be considered signed when the signature of a party is delivered by facsimile transmission. Signatures transmitted by facsimile shall have the same effect as original signatures.

OR

___ This Agreement shall be executed in duplicate originals, with each party retaining one fully executed duplicate original of the Agreement.

IN WITNESS WHEREOF, the parties have executed this Contract at the Squaxin Island Reservation, Shelton, Washington, on the date herein indicated.

DATE: _____

SQUAXIN ISLAND TRIBE

By: _____
Title: _____
Address: _____

Telephone: _____
Facsimile: _____

DATE: _____

CONTRACTOR

By: _____
Title: _____
Address: _____

Telephone: _____
Facsimile: _____
Taxpayer I.D.: _____

EXHIBIT A

**DESCRIPTION OF GOODS AND/OR SERVICES
AND PRICE**

EXHIBIT B

PAYMENT SCHEDULE