



SAINT REGIS MOHAWK TRIBE

71 Margaret Terrance Memorial Way
Akwesasne, New York

REQUEST FOR PROPOSAL (RFP)

NO. 25-0037

WEBSITE DEVELOPMENT & MAINTENANCE AKWESASNE, NEW YORK

RFP due date and time: Wednesday, March 12, 2025 no later than 3:30 pm (Local Time)

1. **INTRODUCTION.** The Saint Regis Mohawk Tribe (SRMT) is seeking proposals from qualified and experienced individuals/companies ("Proposer[s]") to update and centralize department and program websites for the SRMT, all in accordance with the Scope of Work and Request for Proposal Documents attached to this RFP.
2. **ABOUT SRMT.** The SRMT is a federally-recognized government of the Saint Regis Mohawk Reservation at Akwesasne, New York. The territory under our jurisdiction lies south of the border dividing the US and Canada. The lands north of the border are under the jurisdiction of our counterparts, the Mohawk Council of Akwesasne.

The Saint Regis Mohawk Tribe administers numerous programs and services for community members, the details of which you will find throughout our current website, <https://www.srmt-nsn.gov/about>. The Tribe's governing body the Saint Regis Mohawk Tribal Council, is made up of three chiefs, three sub-chiefs, all responsible for setting policy and making major decisions on behalf of the Tribe. They oversee the operation of the Saint Regis Mohawk Tribal government and assure that quality programs and services are made available to the Mohawk People.

The Saint Regis Mohawk Tribe today administers its own environment, social, policing, economic, health and educational programs, policies, laws and regulations.

3. **PROJECT GOALS AND OBJECTIVES.** SRMT's current website was launched in Fall, 2024 and since then has not been upgraded. The primary goal of this project is to centralize and update a user-friendly, visually appealing and mobile-responsive website that continues to effectively communicate our overall mission, identify program services and enhances user experience while supporting our strategic objectives. Also, a requirement will be to provide training for Tribal program staff to maintain websites without the need for specialized technical knowledge or assistance.
4. **SCOPE OF WORK.** The Scope for this project may include, but is not limited to, tasks set forth below. Proposals should describe how each of the project deliverables will be provided.

Tasks and Deliverables:

- Bring all Tribal department and program websites under one host;
- Provide Hosting and Cloud Infrastructure Services;
- Ensure gated legacy website content preservation;
- Integrate new features as requested by the SRMT;
- Update and maintain website security;
- Address specific website technical issues such as user interface errors, deployment bugs, etc.
- Provide alternative solutions along with comparisons and estimates on the required level of effort to solve SRMT needs;
- Liaise with the SRMT Communications Team on website development and maintenance, as needed;
- Liaise with Division Directors and Program Managers for input and develop, build, update and maintain websites based on Directors and Managers website needs;

- Apply knowledge and demonstrated use of current Craft Content Management System (CMS; Tribe currently uses Craft CMS 3) to address the Tribe's needs for a usable, flexible, secure content management system to publish its content without the need for additional specialized development support;
- Ensure seamless user experience and user-friendly interface along with tools that enable complete control of content without the need for specialized technical knowledge or assistance;
- Provide written reports of completed deliverables on a regular basis to SRMT;
- Provide documentation of new web-based, digital features, and modules – both technical and instructional;
- Respond to inquiries and follow-up to action items in a timely manner;
- Be available with reasonable notice to meet the SRMT representatives; and
- Provide training to Tribal staff on how to maintain and add content to the website.
- Provide a fully transparent and detailed post-launch website maintenance and improvement plan.

5. TERM. The term of the Contract will commence upon receipt of a fully executed contract and all Services will terminate 1-year from execution of a Contract for this Project. Contracts may be extended upon mutual consent and written amendment signed by both parties.

6. PAYMENT. The SRMT will compensate the successful proposer monthly, in arrears, upon satisfactory completion of service provided pursuant to proposer's Fee Proposal and approved by the SRMT Representative.

Tax Exemption. The SRMT is a tax-exempt organization. Exemption Organization Certification # EX 152433 certifies that the property and/or services ordered/purchased hereby are for the use of, and are being purchased by the SRMT, and are, therefore, not subject to New York State sales and use taxes.

7. INSURANCE. Successful Proposer will provide and maintain insurance coverage for the duration of the contract period and will provide, upon request, a copy of the following certificates of insurance coverage:

- Comprehensive General Liability** coverage, minimum \$1,000,000.00 (US) general aggregate and the same amount for each occurrence submit, if any, and *naming the Saint Regis Mohawk Tribe as additional insured;* and
- Business Automobile Liability** coverage, minimum \$1,000,000.00 (US) combined single limit or \$1,000,000.00 bodily injury and \$500,000.00 property damage, when contractor uses any vehicle, owned or non-owned in performing contractual duties.

All insurances are to be underwritten by a company satisfactory to the SRMT (Best "A" rating) and authorized to do business in the state of New York.

Any insurance acquired or maintained by the Contractor is at your own expense and for its own benefit and protection. It does not release the Contractor from or reduce its liability under this agreement.

8. PROPOSAL INSTRUCTIONS.

- Submission and Delivery.** Proposals are to be submitted in a sealed envelope and addressed to: Saint Regis Mohawk Tribe, Grants & Contracts Office, 71 Margaret Terrance Memorial Way, Akwesasne, NY 13655 or via E-mail to: grants.contracts@srmt-nsn.gov. Please label on the envelope or on the subject line "*RFP No.25-0037 Website Development and Maintenance, Akwesasne, New York*"

NO PROPOSAL WILL BE ACCEPTED IF SUBMITTED ORALLY OR VIA TELEPHONE

- Due Date and Time.** Proposals for this RFP must be received on or by 3:30 p.m. (local time), Wednesday, March 12, 2025 to be considered. Proposals received after the closing time will not be considered. *Proposers should allow sufficient mail delivery time to ensure receipt by the closing date and time.*
- Inquiries.** All questions, comments, and any other communications relative to this RFP are to be submitted, in writing, no later than five (5) calendar days prior to the closing due date and time, to: Saint Regis Mohawk Tribe, Grants & Contracts Office, 71 Margaret Terrance Memorial Way, Akwesasne, NY 13655 or via E-mail to: grants.contracts@srmt-nsn.gov. All responses to the inquiries will be distributed to all proposers in the form of an

Addendum. Inquiries or communications are to be directed **ONLY** to the Grants & Contracts Office throughout this solicitation period. **Non-compliance with this condition may result in disqualification of your proposal.**

- d) It is the responsibility of the proposer to obtain clarification of the requirements contained herein, if necessary, prior to submitting a proposal.
- e) All proposals must be in the format required in this RFP. Failure to comply may be reason to declare the proposals non-responsive.
- f) **Amendment to Proposal** – Proposals may be amended in writing and delivered to the closing location **before** the closing time, but not after. Such amendments should be signed by the authorized signatory of the Proposer and either hand delivered, e-mailed, or mailed to the Grants & Contracts Office.
- g) **Acceptance of Terms and Conditions** – Submission of a proposal will constitute acknowledgement and acceptance of all the terms and conditions contained in this RFP, unless otherwise specified in the proposal.
- h) **Withdrawing Proposals** – Proposals may be withdrawn prior to the time set for opening Proposals. Request for non-consideration of proposals must be made in writing to the Grants & Contracts Office.
- i) **Proposal Validity Period** – The Proposal is valid for 60 calendar days following the closing date and time shown herein.

9. PROPOSAL FORMAT & EVALUATION CRITERIA. For a proposal to be considered responsive, the proposal shall respond to all requirements of this part of the RFP. Evaluation of proposals will be assessed on the information provided below. Proposals must be answered in the same order in which it is requested here:

a) Transmittal Letter

The letter of transmittal should include:

- i. an introduction of the proposer/proposing firm to include name and contact information (email, phone, mailing address, etc.) and, if applicable, the representative authorized to make representations for Proponent, title(s) and contact information.
- ii. a general statement of interest and what sets proposer apart from other potential respondents.
- iii. a general statement of any preferences applicable to you/your firm as identified at subparagraph (e) below.
- iv. signature by the individual who is authorized to contractually bind proponent. An unsigned transmittal letter may cause the proposal to be rejected.

b) Executive Summary

The executive summary should briefly describe the following:

- i. proposer's approach to Web Development and Maintenance Services and its summarized approach to completing the scope of services outlined.
- ii. summary of any potential problems you may encounter in the performance of this project and provide creative suggestions for addressing these problems.
- iii. identify any options or alternatives being proposed and clearly disclose any major requirements included in the scope of services proponent cannot address.
- iv. your expectations of the SRMT and its representatives and staff that may be involved in the services required.
- v. a proposed schedule of deliverables to include length of time needed for each task.

c) Experience and Qualifications

This section must contain a minimum of the following information:

- i. a brief summary of you/your firm's experience in this field and overall qualifications.

- ii. provide a list of key personnel that will be assigned to this project and the role that each will play.
- iii. for all Key Personnel assigned to this project, biographies should be included in this section.
- iv. provide three (3) samples of work performed similar in size and scope to the work being requested by SRMT. Samples could be in the form of a website link or similar.
- v. provide a minimum of three (3) business references of existing clients which should include all contact information.

d) Fee Proposal

- i. SRMT is interested in a firm fixed pricing structure to include all aspects of the project, but not necessarily limited to: 1) labor costs; 2) Hosting and Maintenance Costs; 3) License Renewals. All respondents must include a fee for services proposal showing their projected costs for each of these aspects. All invoices are subject to a Net 30 term.
- ii. Fee proposals should identify any costs SRMT can expect to be charged and specify the types of services that would generate any additional charges.
- iii. Respondents are free to submit alternative fee proposals for consideration.

e) Preferences. Only one (1) preference will be applied to qualified proposers.

i. Native / Mohawk Preference

If eligible for Native American Preference, provide proof of enrollment/membership (such as a tribal enrollment card) in a federally recognized Tribe or proof of certification as an Indian-owned business (Native American Ownership must be 51% or more). Individuals or businesses that are registered/certified with the SRMT as Mohawk Owned Businesses, will be granted extra points in the evaluation for goods and services. (See Attachment "A", Native American Preference Policy)

(or)

ii. Women Business Enterprise and Disabled Veteran Business Enterprise

If eligible for WBE/DVBE preference, provide proof of certification, which may consist of business registered to the WBE/DVBE owner and a copy of your certification from a government agency in the state the contractor is incorporated or has its principal business.

(or)

iii. Minority Business Enterprise and Veteran Business Enterprise

If eligible for MBE/VBE preference, provide proof of certification, which may consist of business registered to the MBE/VBE owner and a copy of your certification from a government agency in the state the contractor is incorporated or has its principal business.

10. EVALUATION CRITERIA

Evaluation of submitted proposals will be based on the criteria below with maximum allowed points being 102. Respondents may be requested to meet with an Evaluation Team for oral presentations at the discretion of the Evaluation Team. Proposals, however, may be accepted without oral presentation.

a) Strategy, Approach and Methodology (Comprehension)	30 Points
b) Fee Proposal and Schedule	25 Points
c) Firm Experience & Qualifications/Personnel Qualifications	35 Points
e) Preferences (<i>Only 1, if applicable</i>)	
i. Native Preference	10 Points
ii. Mohawk Preference	Additional 2 Points
iii. WBE & Veteran with Disabilities Business Enterprise	5 Points
iv. MBE and Veterans Business Enterprises	3 Points

- 11. CERTIFICATIONS.** Proposer agrees to comply with and return all signed certifications with proposals, as follows:
- a) SRMT Combined Certifications for Lobbying; Certification Regarding Debarment; Certification Regarding Drug-Free Workplace; Certification Regarding Trafficking in Persons and Anti-Collusion Statement (*See Attachment "B"*);
 - b) SRMT Respiratory Virus Workplace Safety Standards, V011 dated March 13, 2024 (or as amended) (*See Attachment "C"*).

12. ADDENDA. To ensure consistency and quality of information provided to respondents the Grants & Contracts Office will provide, simultaneously to all individuals/firms to which this solicitation has been sent, any information with respect to significant inquiries received and the replies to such inquiries without revealing the sources of the inquiries. Addenda to this RFP may be issued at any time prior to the time set for receipt of proposals. Failure of any Proposer to review any such addendum shall not relieve the Proposer from any obligations under their Proposal submitted. All addenda so issued shall become part of the Contract Documents.

13. EVALUATION PROCESS.

- a) **Evaluation of Proposal.** The purpose of the proposal evaluation process is twofold: (1) to assess the responses for compliance with the RFP's minimum qualifications, content, format requirements; and (2) to identify the Proposers that have the highest probability of satisfactorily performing the services requested by the Saint Regis Mohawk Tribe. The evaluation process will be conducted in a comprehensive and impartial manner.
- b) **Evaluation Team.** Proposals will undergo an evaluation process conducted by an Evaluation Team comprised of 3 Team Members. The Evaluation Team, in its exclusive discretion, shall select such proposals that are considered to be in the best interest of the SRMT.
- c) **Interviews.** If necessary, interviews may be scheduled with selected Proposers as soon as possible after the proposal opening, to permit further evaluation and to allow the SRMT to inquire further into the Proposer's experience on similar projects, willingness to work closely with SRMT Staff, thorough understanding of the various aspects of the project, ability to maintain a tight schedule and complete the project on time, within budget and other pertinent matters.
- d) **Non-Responsive Proposals.** Non-responsive proposals may be rejected by SRMT, and will not be distributed to the Evaluation Team for consideration. Additionally, the evaluation team may determine that required submittals/documentation is so inadequate as to be determined non-responsive. Non-responsive proposals may include, but are not limited to the following:
 - Failure to sign the proposal
 - Failure to acknowledge addenda (if issued)
 - Failure to provide required submittals/documentation
 - Submission of a late proposal
 - Proposer does not meet the minimum requirements
- e) **Cost to Prepare.** No payment shall be made for costs incurred in the preparation and submission of your proposal in response to this RFP.
- f) **Acceptance/Rejection.** The SRMT reserves the right to cancel this RFP, to reject any or all proposals received, or any part thereof without penalty, to waive informalities or irregularities and to award a contract based not solely on the lowest cost, but based on an offer which, in the opinion of the SRMT, best meets the requirements of this RFP and is deemed to be in the best interest of the SRMT. Non-acceptance of a proposal means that another proposal was deemed more advantageous to the SRMT or that all proposals were rejected.
- g) **Return of Proposal.** The SRMT advises that all proposals submitted under this RFP shall become the property of the SRMT and will not be returned. However, if any portion of the proposal is marked "proprietary" and is highlighted, this portion can be returned after award of contract, if requested.

14. AWARD. The contract, if awarded, will be awarded to the firm whose proposal is deemed most advantageous to the SRMT, as determined in accordance with the Evaluation Criteria. SRMT reserves the right to solicit additional information from the Proposer should the SRMT deem such information necessary. The lowest or any proposal will not necessarily be accepted. The SRMT reserves the right to award one or more contracts.

15. POST AWARD. SRMT will advise unsuccessful Proposers within one week after SRMT has entered into a contractual arrangement with the successful Proposer.

16. CONFIDENTIAL INFORMATION. All proposals are treated as confidential. If a proposer believes portions of their response are exempt from disclosure, the respondent shall clearly mark this information "Confidential".

17. PROTEST.

- a. Form of Protest. A Proposer who is qualified to protest shall submit the written protest to the SRMT Grants & Contracts Office, 71 Margaret Terrance Memorial Way, Akwesasne, NY 13655, who will forward the matter to Administration.
 - i) The protest must be in writing and sent by certified or registered mail or delivered personally to Grants & Contracts Office. If the protest is hand-delivered, a receipt must be requested.
 - ii) The protest shall include the name, address, telephone and e-mail of the party protesting or their representative.
 - iii) The title of the RFP and a detailed description of the specific legal and factual grounds of protest and any supporting documentation shall be included.
 - iv) The specific ruling or relief requested must be stated.
 - v) The SRMT, at its discretion, may make a decision regarding the protest without requesting further information or documents from the protestor. Therefore, the initial protest submittal must include all grounds for the protest and all evidence available at the time the protest is submitted. If the protestor later raises new grounds or evidence that was not included in the initial protest but which could have been raised at that time, the SRMT will not consider such new grounds or new evidence.
- b. After Award. A Proposer submitting a proposal may protest the award based on allegations of improprieties occurring during the proposal evaluation or award period if it meets all of the following conditions:
 - i) The Proposer has submitted a proposal that it believes to be responsive to the solicitation document;
 - ii) The Proposer believes that its proposal meets the administrative and technical requirements of the solicitation, proposes items and/or services of proven quality and performance, and offers a competitive cost; and
 - iii) The Proposer believes and has reasonable justification that the SRMT has incorrectly selected another Proposer submitting a proposal for an award.

Such protests must be received by the SRMT no later than five (5) business days after Proposer's receipt of unsuccessful proposer notification.

- c. Appeals Process. The decision of SRMT will be considered the final decision.

18. SRMT CORPORATE COMPLIANCE. When submitting a proposal/bid you understand and agree you must comply with the SRMT Corporate Compliance Policy. As recipients of Department of Health and Human Services and other federal and state funding, all successful proposers/bidders will be screened against the Department of Health & Human Services/Office of Inspector General and The System for Award Management (SAM) exclusion database, prior to contracting with the SRMT and for the duration of the contract.

Proposers/bidders further understand that, to ensure fairness, openness and transparency in the solicitation process, the commission of certain acts or offences will render them ineligible to be awarded a contract/agreement. SRMT will declare non-responsive any proposal/bid in respect of which the information herein requested is missing or inaccurate, or in respect of which the information contained in the certifications specified hereinafter is found to be untrue, in any respect, by SRMT. If it is determined, after contract/agreement award, that the Proposer/bidder made a false

declaration, SRMT will have the right to terminate the Contract/Agreement for default. The Proposer/bidder will be required to diligently maintain up-to-date the information herein requested. The Proposer/bidder and any of the Proposer/bidder's affiliates, will also be required to remain free and clear of any acts or convictions specified herein during the period of any contract arising from this proposal solicitation.

Proposers/bidders who are incorporated, including those submitting as a joint venture, must provide with their proposal/bid or promptly thereafter a complete list of names of all individuals who are currently directors of the company/firm. Proposers/bidders submitting as sole proprietorship, including those submitting as a joint venture, must provide with their proposal or promptly thereafter the name of the owner. Proposers/bidders submitting as societies, firms, or partnerships do not need to provide lists of names. If the required names have not been received by the time the evaluation of proposals is completed, SRMT will inform the Proposer/Bidder of a time frame within which to provide the information. Failure to comply will render the proposal/bid non-responsive. Providing the required names is a mandatory requirement for contract award.

19. TERMS AND CONDITIONS. The terms and conditions applicable to this Request for Proposals are the Saint Regis Mohawk Tribe (SRMT) General Contract Terms and Conditions for Service (*See Attachment "D"*).



Saint Regis Mohawk Tribe

Chief Beverly Cook
 Chief Michael Conners
 Sub-Chief Kenneth Jock
 Sub-Chief Agnes Jacobs
 Sub-Chief Benjamin Herne

TRIBAL COUNCIL RESOLUTION

2021 - 37

TO AMEND THE NATIVE AMERICAN PREFERENCE POLICY

WHEREAS, the Saint Regis Mohawk Tribal Council (the "Tribal Council") is the duly recognized governing body of the Saint Regis Mohawk Tribe (the "Tribe") and is responsible for the health, safety, education and welfare of all community members; and

WHEREAS, in TCR 2007-36 the Tribal Council committed to promoting full and open competition to ensure that all vendors/bidders are dealt with fairly and impartially when soliciting for the purchase of goods (including supplies, materials, equipment, and all other tangible commodities, except real properties), services, and/or construction contracts; and

WHEREAS, in TCR 2010-25, the Tribal Council approved the requirement for construction contractors to submit a Native Preference Plan, wherein the contractor and any sub-contractors would strive to ensure that at least 40 percent of their hired workers were Native American; and

WHEREAS, in TCR 2016-72 the Tribal Council adopted a Native American Preference Sliding Scale for all Native American vendors, consultants and service suppliers, excluding construction contracts; and

WHEREAS, in TCR 2016-82, Tribal Council adopted the Native American Preference Policy for the procurement of goods and services and construction contracts; and


WHEREAS, the Executive Director's Office recommends an amendment to the Tribe's Native American Preference Policy (TCR 2018-01), to include Mohawk Preference, Compliance Enforcement, adjust the Native American Employment Plan percentages to include unskilled worker requirements, and to add as an appendix to establish Tribal Government Hiring Preference Standards and Native American Business Owned Certification Procedures.

NOW, THEREFORE, BE IT RESOLVED:

1. The Saint Regis Mohawk Tribal Council hereby amends the Native American Preference Policy, as attached hereto, for the Saint Regis Mohawk Tribe and any Tribal entity, subsidiary, or enterprise, including the Akwesasne Housing Authority, for the procurement of goods, services, and construction contracts, effective upon the date of this resolution; and
2. Here by incorporates specific Tribal Government hiring standards as shown in the appendix of the policy; and


3. Here by sets procedures for the Native American Owned Business Certification process for Native and Mohawk Owned Businesses within the Territory of Akwesasne in the appendix of this policy; and finally
4. This Resolution supersedes all other previous Tribal Council Resolutions relating to Native, Native American, Indian, or Mohawk preference.

SAINT REGIS MOHAWK TRIBAL COUNCIL


Beverly Cook
Tribal Chief


Michael Conners
Tribal Chief

CERTIFICATION: This is to certify that the Saint Regis Mohawk Tribal Council pursuant to the authority vested therein duly passed the above resolution.


Summer Bero, Tribal Clerk


Date

Table of Contents

I. PURPOSE	2
II. POLICY STATEMENT	2
III. DEFINITIONS.....	2
SECTION 1.....	4
GOODS & SERVICES.....	4
NATIVE AMERICAN PREFERENCE STANDARDS	4
I. GOODS AND SERVICES PREFERENCE STANDARDS (excluding construction)	4
II. GOODS AND SERVICE SLIDING SCALE (excluding construction)	4
SECTION 2.....	6
CONSTRUCTION.....	6
NATIVE AMERICAN PREFERENCE STANDARDS	6
I. CONSTRUCTION – NATIVE AMERICAN PREFERENCE STANDARDS	6
II. CONSTRUCTION – SLIDING SCALE	6
SECTION 3.....	8
Construction Native American Preference Plan Requirements	8
I. Construction – Native American Preference Employment Plan Requirement	8
SECTION 4.....	9
I. MANDATORY COMPLIANCE.....	9
II. COMPLIANCE ENFORCEMENT	9
Appendix A	10
Appendix B	11



SAINT REGIS MOHAWK TRIBE NATIVE AMERICAN PREFERENCE POLICY

AMENDED IN 2021 VERSION 003

I. PURPOSE

The purpose of this policy is to promote the self-sufficiency and economic growth of the Saint Regis Mohawk Tribe ("Tribe or SRMT") and its members, by promoting the development of Native American and Mohawk owned businesses; and to provide preference in the Tribal hiring process.

II. POLICY STATEMENT

The Tribe reserves its unique legal right to give Native Americans and Mohawks special consideration for employment, training, contracting, subcontracting, and business opportunities that exist on, and in some cases, near the Saint Regis Mohawk Reservation.

III. DEFINITIONS

- A. Director or Tribal Representative (which is identified in each contract) –the individual or department, appointed by Tribal Council to ensure compliance with this policy.
- B. Mohawk – enrolled/eligible to be enrolled in the Saint Regis Mohawk Tribe; this would include a member of the Mohawk Council of Akwesasne Band and/or the Mohawk Nation.
- C. Mohawk Business – a business mainly owned by a Mohawk; controls the majority of the business (at least 51% or more); and be substantially involved in the day-to-day management and operations of the business and has been registered and received the SRMT Native American Preference Certification through the SRMT Compliance Department.
- D. Native American – an enrolled member of a federally recognized tribe, band, nation, including Alaska Native.
- E. Native American Owned Business (NAOB) - a company that is at least 51% owned and operated (e.g. management decisions) by a Native American and has been registered *and* received a SRMT Native American Preference Certification through the SRMT Compliance Department.
- F. Native American Preference - the process for providing additional points or percentages to Native American individuals or business entities in the evaluation process for contracts or bidding for goods and for hiring.

- G. “Native American Preference Employment Plan” an employment plan, which Construction Contractors and sub-contractors must submit for proposals and adhere to when contracting with the Tribe.
- H. “Qualified business or company” shall mean a Business or Company meeting the minimum requirements for a contract. A Qualified Business or Company shall have proper insurance coverage, including liability, workers’ compensation and other essential coverage and meet all other requirements contained in the Invitation for Bids/Request for Quotes. A Qualified business or company also meets the practical, technical, administrative and financial requirements of a firm to perform or, if permitted, through subcontracts, the services or goods specifically set out in the bid or request for proposal package.
- I. “Reservation” means both the Saint Regis Mohawk Indian Tribe Reservation as established by the 1796 Treaty with the Seven Nations of Canada (7 Stat. 55) and any other lands over which the Tribe exercises jurisdiction now or in the future.
- J. “Responsible bidder” is defined as a contractor, supplier, or vendor, qualified on the basis that it (1) has adequate financial resources to perform a contract, (2) is able to comply with the associated legal or regulatory requirements, (3) is able to deliver according to the contract schedule, (4) has a history of satisfactory performance, (5) has good reputation, (6) has or can obtain necessary data, equipment, and facilities, and (7) is otherwise eligible and qualified to receive the award if its bid is chosen.
- K. “SRMT Native American Preference Certification” is the certification provided by the SRMT Compliance Department where the Native Vendor meets the Native American Owned Business or Company or Mohawk Business definition of this policy as per Exhibit A.
- L. “Unskilled Worker” for the purpose of this policy is an individual worker that requires practically no training or experience for its adequate performance.

IV. SCOPE

This policy shall apply to the Saint Regis Mohawk Tribe and any Tribal entity, subsidiary, or enterprise, including, but not limited to, the Akwesasne Housing Authority and Mohawk Gaming Enterprises, LLC for the procurement of goods, services, and construction contracts.

This policy shall also apply to the above entities during the selection/hiring process. Wherever the Tribe is mentioned in this policy, the procedures outlined herein also apply to any Tribal entity, subsidiary, enterprise, or wholly-owned corporation.

SECTION 1

GOODS & SERVICES

NATIVE AMERICAN PREFERENCE STANDARDS

I. GOODS AND SERVICES PREFERENCE STANDARDS (excluding construction)

- A. Application. Native American Preference shall be applied to all acquisitions for goods and services for the Saint Regis Mohawk Tribe. Specifically, for the acquisition of goods and services where price is the determining factor, the preference shall be applied in accordance with the SRMT Native American Preference Policy Sliding Scale for Procurement of Goods and Services in Section IX of this policy.
- B. Individuals or Businesses that are registered/certified as Mohawk Owned Businesses will be granted an extra 2% or 2 points in the evaluation for goods and services.
- C. In any circumstance, the Native American Preference must be applied after all bidders or proposers are deemed qualified.
- D. **Solicitation of Quotes:** The Tribe shall solicit construction contracts in accordance with the Tribe's Procurement Policy.

Tribal entities, subsidiaries, and enterprises, including, but not limited to, the Akwesasne Housing Authority and Mohawk Gaming Enterprises, LLC shall adhere to their respective procurement of goods, services, and construction contract policies while incorporating the Native Preference Policy.

II. GOODS AND SERVICE SLIDING SCALE (excluding construction)

The sliding scale chart below shall be applied as necessary to the procurement of goods and services, excluding construction contracts.

Native American Preference Policy Sliding Scale Percentages for Procurement of Goods and Services

	Minimum	Maximum	NAP %	Max Lowest Bid	NAP Preference \$	NAP Extra Cost	Mohawk Preference Adding 2%	Mohawk Preference \$	MP extra Costs
Between	\$3,000	\$10,000	13.0%	\$10,000	\$11,300	\$1,300	15%	\$11,500	\$1,500
Between	\$10,001	\$25,000	12.0%	\$25,000	\$28,000	\$3,000	14%	\$28,500	\$3,500
Between	\$25,001	\$50,000	11.0%	\$50,000	\$55,500	\$5,500	13%	\$56,500	\$6,500
Between	\$50,001	\$100,000	10.0%	\$100,000	\$110,000	\$10,000	12%	\$112,000	\$12,000
Between	\$100,001	\$200,000	10.0%	\$200,000	\$220,000	\$20,000	12%	\$224,000	\$24,000
Between	\$200,001	\$500,000	10.0%	\$500,000	\$550,000	\$50,000	12%	\$560,000	\$60,000
Between	\$500,001	\$750,000	7.0%	\$750,000	\$802,500	\$52,500	9%	\$817,500	\$67,500
Between	\$750,001	\$1,000,000	5.0%	\$1,000,000	\$1,050,000	\$50,000	7%	\$1,070,000	\$70,000
Between	\$1,000,001	\$2,000,000	2.5%	\$2,000,000	\$2,050,000	\$50,000	4.5%	\$2,090,000	\$90,000
		\$2,000,001+	1.0%	\$2,000,001	\$2,020,001	\$20,000	3%	\$2,060,001	\$60,001

Example #1:

	Minimum	Maximum	%	Lowest Bid	% Applied	Preference \$	Extra Cost
Between	\$3,000	\$10,000	13.0%	\$6,000	13%	\$6,780	\$780

Native Preference: The lowest bid was a non-native with \$6,000

the native bidder must meet the 13% native preference.

Meaning, the native bidder's bid must meet or be lower than \$6,780 to be eligible for the award.

EXAMPLE #2:

	Minimum	Maximum	%	Lowest Bid	% Applied	Preference \$	Extra Cost
Between	\$25,001	\$50,000	11.0%	\$48,000	11.00%	\$53,280	\$5,280

Native Preference: The lowest bid was a non-native with \$48,000;

the native bidder must meet the 11% native preference.

Meaning, the native bidder's bid must meet or be lower than \$53,280 to be eligible for the award.

EXAMPLE #3; Mohawk Preference Example:

	Minimum	Maximum	%	Lowest Bid	% Applied	Mohawk Preference	Preference \$	Extra Cost
Between	\$25,001	\$50,000	11.0%	\$48,000	11.0%	2%	\$54,240	\$6,240

Mohawk Preference: The lowest bid was a non-native with \$48,000. The Mohawk bidder must meet the 11% native preference plus an additional 2% added to the percentage scale; making the total preference percentage 13%.

Therefore, the Mohawk bidder's bid must meet or be lower than \$54,240 to be eligible for the award.

A. Sliding Scale Calculation Formula

Native American Preference shall be applied to all acquisitions for goods and services for the Saint Regis Mohawk Tribe. Specifically, for the acquisition of goods and services where price is the determining factor, the preference shall be applied in accordance with the sliding scale below and by the following steps:

1. Determine low bidder (L).
2. Based on scale, calculate the percent based on low bidder's price (P).
3. Add percentage to low bidder's price which gives the max bid (MB) for the Native American Owned Business or Company. If the Native bid, (N) is less than this amount, the native gets the award.
4. So, the calculation is $(L \times P) + L = MB$. If $N < MB$, Native gets the award.
5. Where price is NOT the sole determining factor, i.e. in RFPs, Native American Preference may be applied in the proposal review evaluation by the awarding of additional points for those Native proposers who qualify. The Native American Preference applied shall be the percentage of the total amount of points available in the evaluation form.
6. An additional 2% or points (which ever applies) for Mohawk individuals or businesses also shall be applied if eligible.

The Native American/Mohawk Preference shall be applied to either proposal evaluation points and to proposal bid price in accordance with the scale outlined above, whichever has a higher preference value.

In any circumstance, the Native American Preference must be applied after all bidders or proposers are deemed qualified. Note that Native American Preference cannot overcome the lack of responsiveness, responsibility or qualification of a bidder.

SECTION 2
CONSTRUCTION
NATIVE AMERICAN PREFERENCE STANDARDS

I. CONSTRUCTION – NATIVE AMERICAN PREFERENCE STANDARDS

- A. **Policy Statement:** It is the policy of the Saint Regis Mohawk Tribe to cultivate a strong Native American workforce for all construction contracts and subcontracts of the Tribe including those of all tribally-owned and operated entities. In addition to the Native American Preference in the issuance of awards, the Tribe also requires the hiring of Native Americans for the performance of any **construction** contracts with the Tribe or its entities. Therefore, all successful bidders shall submit a Native American Preference Employment Plan to the SRMT Compliance Department.
- B. Individuals or Businesses that are registered/certified as Mohawk Owned Businesses shall be granted an extra 2% or 2 points in the evaluation for construction.
- C. **Solicitation of Bids:** The Tribe shall solicit construction contracts in accordance with the Tribe's Contract and Procurement Policy.

Tribal entities, subsidiaries, and enterprises, including, but not limited to, the Akwesasne Housing Authority and Mohawk Gaming Enterprises, LLC shall adhere to their respective procurement of goods, services, and construction contract policies while incorporating the Native Preference Policy.

II. CONSTRUCTION – SLIDING SCALE

- A. Construction Contract Award. An award shall be made under unrestricted solicitations to the lowest responsible bid from a qualified Native American owned business or company, if the bid is no more than "X" amount higher than the total bid price of the lowest responsible bid from any qualified bidder. The factor "X" is determined when the lowest responsive bid is as follows:

Lowest Bidder Amount	Preference % Applied
less than \$100,000	10% of that bid, or \$9,000
At least \$100,000, but less than \$200,000	9% of that bid, or \$16,000
At least \$200,000, but less than \$300,000	8% of that bid, or \$21,000
At least \$300,000, but less than \$400,000	7% of that bid, or \$24,000
At least \$400,000, but less than \$500,000	6% of that bid, or \$25,000
At least \$500,000, but less than \$1 million	5% of that bid, or \$40,000
At least \$1 million, but less than \$2 million.	4% of that bid, or \$60,000
At least \$2 million, but less than \$4 million	3% of that bid, or \$105,000
At least \$4 million, but less than \$7 million	2% of that bid, or \$105,000
\$7 million or more...	1.5% of the lowest responsive bid, w/ no dollar limit

- B. Factors other than Price.** Factors, other than pricing, shall affect whether a firm is "qualified" to be awarded a contract. In these instances, the RFP (request for proposals) shall clearly identify the relative importance of price and other evaluation factors and sub-factors, including the weight given to each technical factor and sub-factor. The proposals shall be evaluated only on the criteria stated in the request for proposals. Native American Preference may be applied as a percentage of identified proposal evaluation points, awarding 10%.

An additional 2% or 2 points for Mohawk individuals or businesses also shall be applied if eligible.

The Native American/Mohawk Preference shall be applied to either proposal evaluation points and to proposal bid price in accordance with the scale outlined above, whichever has a higher preference value.

Award of Bids: The award shall be made to the qualified company with the lowest responsible bid after the Native American Preference factor has been applied. The Native American Preference factor may be utilized for any bidder who is an approved NAOB that provides a Native American Preference Employment Plan.

SECTION 3

Construction Native American Preference Plan Requirements

I. Construction – Native American Preference Employment Plan Requirement

- A. The Tribal Council mandates that all construction contracts awarded by the Tribe, any Tribal entity, subsidiary, or enterprise including, but not limited to, the Akwesasne Housing Authority and Mohawk Gaming Enterprises, LLC, shall include a Native American Preference Employment Plan for all Construction Contracts.
- B. The Native American Preference Employment Plan requires the successful General Contractor, and all sub-contractors subsequently hired by the General Contractor, to employ at least fifty percent (50%) qualified Native American workers per division for the project, i.e. electricians, carpenters, plumbers, roofers, etc.
- C. The General Contractor and the Subcontractors shall be required to employ at least sixty percent (60%) unskilled positions with qualified Native Americans.
- D. The General Contractor and all sub-contractors shall maintain the established 50% and 60% Native employment benchmarks throughout the duration of the project and, wherever possible, the General Contractor and sub-contractors shall endeavor to exceed these benchmarks.
- E. The successful General Contractor's Native American Preference Employment Plan shall be provided upon request of the SRMT Contracting Officer.
- F. The General Contractor shall ensure all sub-contractors comply with the requirements of the Native American Preference Employment Plan by submitting a "Plan" for each subcontractor after receipt of a Notice of Award and before the contract has been executed.
- G. The General Contractor may request an exemption from this policy in writing to the Tribal Council at any given time in the construction phase. Tribal Council may grant the exception upon documented proof that there are fewer than 50% qualified Native American workers in a particular trade(s) or 60% unskilled workers and that the General Contractor or sub-contractor(s) has(have) made a reasonable effort to comply with this policy.
- H. For the purpose of sub-contracting a portion of the contract, the Compliance Department shall maintain an updated list of all certified Native American companies and will provide the list to potential bidders, upon request.
- I. This list of NAOB shall include the specific types of work for which the firm is certified and qualified to perform. Any firm not included on the list at the time an Invitation for Bids (IFB) or Request for Proposals (RFP) is issued, cannot challenge the bid process due to failure to receive the bid solicitation.
- J. The Grants and Contracts Office shall verify the company's NAOB Certification with the SRMT Compliance Department as part of the qualified bidder verification process.
- K. The following statement shall be included in all Request for Proposal/ Invitation for Bids: **The General Contractor shall refer to the Akwesasne Employment Resource Center for assistance with finding qualified and unskilled Native American workers.**

SECTION 4

COMPLIANCE & ENFORCEMENT

I. MANDATORY COMPLIANCE

- A. SRMT Compliance Department shall ensure the following:
 - i. All contractors comply with this policy and the submitted Native American Preference Employment Plan unless a waiver is granted in writing by Tribal Council.
 - ii. The SRMT Compliance Department may stop work on construction whenever there is a failure to meet the Native American Preference Employment Plan requirements, as outlined in Section 3 of this policy or who have not been granted a waiver.
- B. The Grants and Contracts Office and Procurement Office shall ensure compliance with this policy during and throughout the purchasing and/or contracting process for goods and services and construction contracts.
 - i. Upon receipt of a fully executed contract, the Compliance Department becomes responsible for oversight and enforcement of this policy.
- C. Tribal Council may waive compliance when an emergency threatens the health, safety or welfare of the Tribe or its members and compliance would increase the threat.

II. COMPLIANCE ENFORCEMENT

- A. The Tribal Representative/Project Manager of each construction contract shall provide a monthly Native American Preference Employment Plan report and submit it to the Grants and Contract Office and the SRMT Compliance Department.
- B. The SRMT Compliance Department shall conduct regular inspections of the worksite to observe compliance to this policy and furnish reports of their inspections for record keeping.

C. Financial Penalty:

- i. The Grants and Contracts Office shall outline the following in the bid process and contract:
 - a. If the general contractor fails to meet the Native American preference employment plan submitted, and has not been granted a waiver by Tribal Council, the contractor shall be issued a \$250 or 10 % non-refundable fine per infraction, per trade per occurrence and may be barred from future SRMT construction and/or service contracts.

Appendix B

NATIVE AMERICAN OWNED BUSINESS CERTIFICATION PROCESS UNDER THE NATIVE PREFERENCE POLICY

I. GENERAL REQUIREMENTS:

An applicant seeking to qualify for Native American Preference for the purpose of doing business with the Saint Regis Mohawk Tribe as a 100% Mohawk owned business enterprise, a majority-owned Mohawk business enterprise, or other Native American or First Nations business enterprise shall submit proof of the applicant's ownership and control, as identified below, to the Compliance Director. The Compliance Director shall certify an applicant business including but not limited to Corporation, Limited Liability Company or any individual with a doing business as certificate (each a "Business" or "Enterprise") has the minimum ownership and control requirements for the applicable preference category.

- A. The following ownership and control requirements are applicable to each preference category and are as follows:

II. MOHAWK OWNED BUSINESS

- A. Ownership: Enrolled or eligible to be enrolled members of the SRMT must own 51% or more of the business.
- B. Control: Enrolled or eligible to be enrolled members of the SRMT must exercise majority control of the business, and be substantially involved in the management and operations of the Business.

III. NATIVE AMERICAN OWNED BUSINESS

- A. Ownership: Enrolled members of a federally recognized tribe, band, nation, including Alaska Native must own at least 51% of the business.
- B. Control: Enrolled members of a federally recognized tribe, band, nation, including Alaska Native must exercise majority control of the business and be substantially involved in the management and operations of the business.

IV. CERTIFICATION PROCEDURES

- A. The certification process may take up to twenty-one (21) business days.
- B. A Business seeking certification for any preference pursuant to this Native American Preference Policy shall submit a complete Mohawk/Native Owned Business Certification application to the Compliance Department Director.
- C. The Application is available within the Compliance Department Office.
- D. Compliance Department staff may be available to assist a Business in filling out the application, request such additional information as it believes appropriate to conduct such investigations as it deems appropriate, and make a final written finding to certify or not to certify. The Compliance

Director may extend the processing period by an additional twenty-one (21) days, by sending notification of the extension to the Applicant by registered mail or electronic mail (email).

- E. There will be a set certification fee established by the Compliance Department and approved by Tribal Council and shall be posted on the appendix of the application.
- F. The applicant must complete the application and submit receipt of payment to the Compliance Department before the application is examined for certification
- G. The Compliance Department will verify the information provided to ensure the applicant meets the Mohawk or Native Owned Business requirements.
- H. Once verification is complete, the Compliance Director shall issue a two-year certification to the Business.
- I. Business must recertify every two years.
- J. If the application is denied due to lack of information or otherwise, the Compliance Director shall issue a notice to the Business with five days of determination.
- K. The Business shall have the option to appeal this decision to the SRMT Tribal Council.

V. SUSPENSION OR WITHDRAWAL OF CERTIFICATION

- A. From the information provided in any credible reports, or on the basis of a written grievance filed by any other business or person, , the Compliance Department Director may initiate an investigation into the validity of any reports and must document the concerns, or statements of possible false documentation or that a business has not provided current ownership has changed to not qualify under this Ordinance.
- B. Should the initial investigation indicate valid findings, the Director shall begin proceedings to consider a withdraw or suspension of the certification of the said Business. The Compliance Department Director shall prepare an analysis of findings and shall send the Business notice, by registered mail or electronic mail (email), that its certification is being
- C. Suspended, along with the grounds for removing the certification. A Business may appeal any finding of certification withdrawal or suspension to the Compliance Department Director and submit whatever documents it deems necessary to counter the findings. After reconsidering the withdrawal, the Compliance Department Director may:
 - i. Withdraw certification;
 - ii. Suspend certification for up to one year;
 - iii. Put the Business on probation; and/or
 - iv. Order that corrective action be taken within a fixed period.
- D. A Business that has had its certification withdrawn or suspended may not reapply for a period of one (1) year from the time it is withdrawn or suspended.
- E. Change in Status and Annual Reports: Each certified firm shall report to the Compliance Department Director, in writing, any changes in its ownership or control status within thirty (30) days after such changes have occurred. Each certified firm, on the anniversary of its receipt of permanent certification, shall update the information provided in this initial application on an annual report form provided by the Compliance Department. Failure to provide information pursuant to these requirements shall constitute grounds for Compliance Department Director to move for withdrawal of certification.

SRMT Combined Certifications**LOBBYING CERTIFICATION**

As required by Section 1352, title 31 of the U.S. Code the Contractor certifies:

- (a)** that no Federal appropriated funds have been paid or will be paid by or on behalf of the undersigned to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan, or cooperative agreement;
- (b)** if any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this contract, grant, loan or cooperative agreement, the undersigned shall complete and submit Standard Form A-LLL "Disclosure Form to Report Lobbying," in accordance with its instructions.
- (c)** this certification is a material representation of fact upon which reliance is placed when this transaction is made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

CERTIFICATION REGARDING DEBARMENT

1. As required by Executive Order 12549 Debarment and implemented at 48 CFR Part 9.4, or as amended, Contractor certifies that it and its principals ***(checkmark is required for each letter a-f):***
 - (a)** are ____ (or) are not ____ presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal, State, Local or Tribal Agency; and
 - (b)** have ____ (or) have not ____ within a 7-year period preceding this offer, been convicted of or had a civil judgment rendered against him for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, state, Tribal or local) contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion or receiving stolen property; and
 - (c)** have ____ (or) have not ____ within a 7-year period preceding this offer, been found guilty of or entered a plea of nolo contendere or guilty to any offense under Federal, State, Local or Tribal Law involving crimes of violence, sexual assault, sexual molestation, sexual exploitation, sexual contact or prostitution, or crimes against persons or has been convicted of an offense involving a child victim, a sex crime, or a drug felony; and
 - (d)** are ____ (or) are not ____ presently indicted for, or otherwise criminally or civilly charged by a Governmental entity (Federal, State, Local or Tribe) with, commission of any of the offenses enumerated in (b) or (c) of this provision; and
 - (e)** have ____ (or) have not ____ within a 7-year period preceding this offer had a civil or criminal judgement rendered against them by a tribal court for any offense related to Indian Preference laws (including TERO provisions) or had a civil judgement rendered against them relating to the firm's status as an Indian contractor; and
 - (f)** have ____ (or) have not ____ within a 7-year period preceding this offer had one or more contracts (Federal, State, Local or Tribal) terminated for cause or default.
2. Contractor shall provide immediate written notice to the Contracting Officer if, at any time prior to or after contract award, the Contractor learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
3. The Contractor shall submit a recertification annually in a multi-year agreement.
4. A certification that any of the items in paragraph 1 of this provision exists will not necessarily result in withholding of an award under this solicitation. However, the certification will be considered in connection with a determination of the Contractor's responsibility. Failure of the Contractor to furnish a certification or provide such additional information as requested by the Contracting Officer may render the Contractor non-responsible.
5. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph 1 of this provision. The knowledge and information of a Contractor is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
6. This certification concerns a matter within the jurisdiction of an agency of the United States and the making of a false, fictitious, or fraudulent certification may render the make subject to prosecution under section 1001, title 18, United States Code.
7. The certification in paragraph 1 of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Contractor knowingly rendered an erroneous certification, in addition to other remedies available to the Tribe, the Contracting Officer may terminate the contract resulting from this solicitation for default.
8. Principals, for the purposes of this certification, means officers, directors, owners, partners, and persons having primary management or supervisory responsibilities within a business entity (e.g. general manager, plant manager, head of a subsidiary, division or business segment and similar positions).

CERTIFICATION REGARDING DRUG-FREE WORKPLACE

In accordance with 48 CFR Part 23, the Contractor certifies that they will provide a drug-free workplace by:

- (a)** publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the CONTRACTOR's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
- (b)** establishing a drug-free awareness program to inform employees about:

1. the dangers of drug abuse in the workplace;
2. (the CONTRACTOR's policy on maintaining a drug-free workplace;
3. any available drug counseling, rehabilitation, and employee assistance programs; and,
4. the penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;

(c) Making it a requirement that each employee to be engaged in the performance of this Agreement be given a copy of the statement required by paragraph (a);

(d) Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under this Agreement, the employee will:

1. abide by the terms of the statement; and
2. Notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five days after such conviction;

(e) Notifying the OWNER within ten days after receiving notice under subparagraph (d)(2) from an employee or otherwise receiving actual notice of such conviction;

(f) Taking one of the following actions, within 30 days of receiving notice under subparagraph (d)(2), with respect to any employee who is so convicted:

1. Taking appropriate personnel action against such an employee, up to and including termination; or
2. requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State or local health, law enforcement, or other appropriate agency;

(g) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e) and (f).

CERTIFICATION REGARDING TRAFFICKING IN PERSONS COMPLIANCE PLAN (MAR 2015)

In accordance with 48 CFR Part 22 the Contractor certifies that:

(a) They have adopted a zero tolerance policy in regarding trafficking in person. Contractors and Contractor employees shall not:

1. Engage in severe forms of trafficking in persons during the period of performance of the contract;
2. Procure commercial sex acts during the period of performance of the contract; or
3. Use forced labor in the performance of the contract.

(b) They have notified its employees of –

1. The United States and Saint Regis Mohawk Tribe's zero tolerance policy described in paragraph (a) of this clause; and
2. The actions that will be taken against employees for violations of this policy. Such actions may include, but are not limited to, removal from the contract, reduction in benefits or termination of employment, and

(c) Take appropriate action, up to and including termination, against employees or subcontractors that violate the policy in paragraph (a) of this clause.

(d) Notify the Saint Regis Mohawk Tribe immediately of –

1. Any information it receives from any source (including host country law enforcement) that alleges a Contractor's employees, subcontractor, or subcontractor employees has engaged in conduct that violates this policy; and
2. Any actions taken against Contractor's employees, subcontractor, or subcontractor's employees pursuant to this clause.

(e) Contractor's failure to comply with the requirements may result in –

1. Requiring the Contractor to remove a Contractor employee or employees from the performance of the contract;
2. Requiring the Contractor to terminate a subcontract;
3. Suspension of contract payments,
4. Loss of award fee, consistent with the award fee plan, for the performance period in which the Government determined Contractor non-compliance;
5. Termination of the Contract for default or cause, in accordance with the termination clause of this contract; or
6. Suspension or debarment.

(f) Include the substance of this clause, including this paragraph in all subcontracts.

ANTI-COLLUSION STATEMENT

In the preparation and submission of this offer on behalf of the undersigned company, we did not either directly or indirectly enter into any combination or arrangement with any person, firm or corporation, or enter into any agreement, participate in any collusion, or otherwise take any action in the restraint of free competition in violation of the Sherman Anti-Trust Act, 15 USCS, Sections 1 et seq. The undersigned vendor hereby certifies that this agreement, or any claims resulting there from, is not the result of, or affected by, any act of collusion with, or any act of, another person or persons, firm or corporation engaged in the same line of business or commerce; and that no person acting for, or employed by the Saint Regis Mohawk Tribe has an interest in, or is concerned with this proposal; and that no persons, firm or corporation, other than the undersigned, have or are interested in this proposal.

As the duly authorized representative of the Contractor, I hereby certify, under penalties of perjury, that the Contractor will comply with the above certifications.

PRINTED NAME OF CONTRACTOR/COMPANY:

PRINTED NAME AND TITLE OF AUTHORIZED REPRESENTATIVE:

SIGNATURE OF REPRESENTATIVE AND DATE SIGNED:



Saint Regis Mohawk Tribe

RESPIRATORY VIRUS WORKPLACE SAFETY POLICY VERSION 011

Saint Regis Mohawk Tribe
Respiratory Virus Workplace Safety Policy
Effective Date: Ennisko:wa | March 13th, 2024
Version 011



Respiratory Virus Workplace Safety Policy

Policy Statement

On March 1st 2024, the US Centers for Disease Control (CDC) updated and simplified its COVID-19 guidance. The updated CDC guidance establishes a unified approach to all respiratory viruses.

Our updated tribal policy, version 011, will largely reflect the updated CDC guidance and will now be known as the *Respiratory Virus Workplace Safety Policy*.

Scope

This policy is applicable to the following covered individuals:

- Tribal employees and elected officials
- Tribal Commission and Board members
- Tribal General Contractors and sub-contractors, and their employees

Responsibility

It is the responsibility of all covered individuals to adhere to and take the necessary measures to protect themselves and those around them.

Reporting to Work

All covered individuals must screen themselves for any symptoms of illness prior to reporting to work.

All covered individuals shall not physically report to work if they are exhibiting symptoms of respiratory virus including fever, congestion, cough, headache, runny nose, sore throat or fatigue. If exhibiting any of these symptoms, it is suggested that the individual test for COVID, Influenza or RSV. ***If in doubt, wear a mask at your work site.***

Reporting of Positive COVID-19 Test Results

Employees testing positive for COVID-19 are required to inform their supervisor immediately.

If symptoms are present the employee must go home.

If no symptoms are present following a positive test, the employee may continue to work but must wear a surgical level or higher mask.

Sick leave due to COVID, RSV or influenza in excess of three days will require a doctor's note, consistent with the SRMT Employee Handbook.

Returning to Work following Respiratory Virus Illness

Employees and other covered individuals may return to work 24 hours after symptoms improve, and when they have been fever-free for 24 hours without use of medication.

Once the employee or other covered individual returns to work, a surgical level or higher mask must be worn for 5 calendar days.

Telecommuting Standards

Telecommuting arrangements and expectations are established between supervisor and employee for those positions eligible to telecommute. Telecommute schedules must be approved by supervisors ahead of time.

Employees must be available to respond to work duties while telecommuting during the designated hours of operation. Employees who are telecommuting must respond in a timely fashion to SRMT colleagues (*within 60 minutes, generally*) and must be available for phone calls when required.

Staff have been entrusted with computer hardware and software to use while telecommuting. Staff are expected to secure all tribal property and data while granted telecommute privileges. Use of tribal hardware and software by family members or any non-employee is prohibited. Violations of this requirement may result in loss of privileges to utilize tribal hardware and software outside of the office setting.

Division Directors, Program Managers, and other Supervisors are expected to be physically present to lead their teams within the office setting as much as possible.

Tribal Programs may seek to establish additional, more-stringent measures, should unique needs and exposure risks be present. Such requests will be subject to review by and approval of the Executive Director.

Consequences

Employees are expected to adhere to the standards outlined in this document. Violations of this policy are subject to disciplinary action, up to and including termination.

Amendments

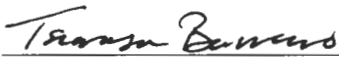
The standards outlined in this document will be updated from time to time as public health officials provide new information or until the Tribe's Employee Handbook is updated to address COVID-19 and respiratory virus safety in the workplace.

Effective Date

This document shall take effect on the date of adoption by the Executive Director.

Document Approval

This is to certify that the Saint Regis Mohawk Tribe, pursuant to the authority delegated to the Executive Director, approves the Respiratory Virus Workplace Safety Policy Version 011.


Tsiorasa Barreiro
Executive Director

3/13/24
Date

1. Definitions: The following words shall be defined as set forth below:

- a. "Agreement" or "Contract" means all terms and conditions herein and all attachments attached hereto.
- b. "Contractor" or "Consultant" means the person or entity whose name appears on the signature page of the written agreement and is the party who will perform the services/work.
- c. "Tribal Chief" means one of the three Tribal Chiefs of the Saint Regis Mohawk Tribe.
- d. "Executive Director" means the Executive Director of the Saint Regis Mohawk Tribe.
- e. "St. Regis Mohawk Tribe", "Saint Regis Mohawk Tribe", "SRMT", "Tribe" or "Tribal Government" means The Saint Regis Mohawk Tribe, a federally recognized Tribe.
- f. "Service" or "Work" means all effort to be expended by Contractor as set forth in the Statement/Scope of Work.
- g. "Statement of Work" or "Scope of Work" means the document that describes the Services to be provided by Contractor including the tasks, deliverables and milestones.
- h. "Records" means all technical documents, reports, pictures, computer, software, floppy discs, maps, studies, surveys, drawings, plans, specifications, and any other documentation used under this Contract.
- i. "Tribal Representative" means the SRMT employee who is designated to perform any of the SRMT's functions under the agreement and who will oversee all Work/Services being performed by the Contractor.

2. GENERAL PROVISIONS.

a) Records and Documents. The Contractor shall during the term of this contract, and for a period of seven (7) years from the date of completion of the agreement, maintain and keep full records of their estimates of and actual cost to them of the work together with all proper quotations, contracts, correspondence, invoices, receipts and vouchers relating thereto, and shall make them available for copy, audit or inspection by any person acting on behalf of the SRMT.

b) Ownership of Materials and Documents. All documents, reports or other materials developed or discovered by Contractor or any other person engaged directly or indirectly by Contractor to perform the services/work required hereunder shall be and remain the property of SRMT without restriction or limitation upon their use.

c) Copyright. Contractor hereby assigns to the SRMT all right, title, and interest in and to the work resulting from the services under this Agreement, including but not limited to all copyright and all rights subsumed thereunder.

d) Confidentiality. The Contractor shall treat as confidential, during as well as after the performance of any work under this Contract, any information, including any personal information, to which the Contractor becomes privy as a result of acting under the Contract. For more certainty, the Contractor shall not disclose any information, that is gained from any work connected to this contract, to any other person or party which is not participating in the Contract in a form that could reasonably be expected to identify the person including individuals, to which such information relates.

e) Advertising. The Contractor shall not allow or permit any use, in any way, in any product literature or advertising the services provided under this contract without the written permission of the SRMT.

f) Amendments. The SRMT is responsible for the management of the contract and any changes to the contract must be authorized by a contract amendment issued by the SRMT.

i. The Contractor is not to perform work in excess of or outside the scope of this contract based on verbal or written requests.

ii. No amendment of the contract nor waiver of any of the terms and provisions shall be deemed valid unless confirmed by a written amendment.

g) Conflict of Terms. In case of conflict between the terms of the Contractor's proposal/quote and this Contract, the terms contained in this Contract shall control.

h) Severability. Should any provision of this Contract be held invalid or unenforceable by any court of competent jurisdiction, the remaining provisions shall remain in full force and effect. The inapplicability or unenforceability of any provision of this Contract shall not limit or impair the operation or validity of any other provision of the Agreement.

i) Counterparts. The Agreement may be executed in two or more counterparts, each of which shall be deemed an original but all of which together constitutes one and the same Agreement. The counterparts of this Agreement and all Ancillary Documents may be executed and delivered by facsimile or other electronic signature by any of the parties to the other party; and the receiving party may rely on the receipt of such document so executed and delivered by facsimile or other electronic means as if the original had been received.

j) Entire Agreement. The Contract constitutes the entire agreement between the parties with respect to the subject matter of the agreement and supersedes all previous negotiations, communications and other agreements relating to it unless they are incorporated by reference in the agreement.

k) Notice. Any notice shall be in writing and may be delivered by hand or by courier, by registered mail, or by facsimile or other electronic means that provides a paper record of the text of the notice, addressed to the Party for whom it is intended at the address in the Contract or at the last address of which the sender has received notice in accordance with this section. Any notice shall be deemed to be effective on the day it is received at that address.

l) Executory Clause. Contractor understands and acknowledges that the SRMT shall have no liability under this Contract to the Contractor or to anyone else beyond funds appropriated and available for this Contract.

3. RELATIONSHIP OF THE PARTIES.

a) Independent Contractor. This Agreement shall not render the Contractor an employee, partner, agent of, or joint venturer with the SRMT for any purpose. The Contractor is and will remain an independent contractor in their relationship to the SRMT. The SRMT shall not be responsible for withholding taxes with respect to the Contractor's compensation hereunder. The Contractor shall have no claim against the SRMT hereunder or otherwise for vacation pay, sick leave, retirement benefits, social security, worker's compensation, health or disability benefits, unemployment insurance benefits, or employee benefits of any kind.

b) Employer/Employee Relationship. The Contractor will act as an independent Contractor and no master-servant relationship between SRMT and the Contractor is contemplated or implied by this Agreement. If during the progress of the work it is determined that a relationship of employer and employee between the SRMT and the Contractor has developed in the work, this Agreement will upon such determination be considered to be at an end and the Contractor shall be entitled to be paid only for the work completed up to the time of such determination less any amounts theretofore paid on account of such work.

c) Authority. Contractor shall not have the authority to enter into any agreement to bind the SRMT and shall not represent to anyone that the Contractor has such authority.

d) Conflict of Interest. Contractor represents and warrants that it has no business, professional, personal, or other interest that would conflict in any manner or degree with the performance of its obligations under this Agreement. Further, Contractor agrees that no employee of the SRMT who has exercised or will exercise any authority over the specifications, procurement, supervision or payment for this Agreement, and no member of the employee's immediate family, has had or will have any direct or indirect financial interest in this Agreement. If any such actual or potential conflict of interest arises under this Agreement, Contractor shall immediately inform the SRMT Representative.

4. LAWS, REGULATIONS AND TRIBAL CODES.

a) Applicable Laws. The contract shall be governed by Saint Regis Mohawk Tribal law. If there is no applicable tribal law, the application of law shall comply with the SRMT Civil Code, Section V, which sets forth the priority of law as applied by the Tribal Court. Any disputes regarding claims under this Contract shall be presented to the SRMT Courts for resolution. Contractor consents to jurisdiction in the SRMT Court and to service of process under tribal law in any action commenced regarding this Contract.

b) Compliance. The Contractor represents, warrants and agrees to perform the Work in compliance with all applicable tribal regulations and ordinances, federal, state, and applicable local laws.

c) Corporate Compliance Policy. The SRMT is a recipient of Department of Health and Human Services and other federal and state funding. Therefore, all contractors must be screened, prior to and for the duration of the Contract, against the Department of Health & Human Services/Office of Inspector General and The System for Award Management (SAM) exclusion database. If it is determined at any time that the Contractor made a false declaration, SRMT will have the right to terminate the Contract/Agreement for default. The Contractor and any of its affiliates also are required to remain free and clear of any acts or convictions specified herein during this Contract.

d) Native Preference. The Contractor shall require to the greatest extent feasible-Preferences and opportunities for training and employment in connection with the administration of contracts be given to Indians; and preference in the award of subcontracts in connection with the administration of such contracts shall be given to Indian organizations and to Indian-owned economic enterprises as defined in 25 U.S. Code §1452.

e) Certifications. During the performance of this Agreement, the Contractor agrees to comply with the requirements of the SRMT Combined Certifications containing Certification Regarding Drug Free Work Place, Certification

SRMT GENERAL CONTRACT TERMS AND CONDITIONS

Regarding Debarment, Lobbying Certification, Certification Combating Trafficking in Persons and Anti-Collusion Statement.

5. INDEMNIFICATION, LIABILITY AND TERMINATION.

a) Force Majeure/Excusable Delay: Neither party hereto will be liable or responsible to the other for any loss or damage or for any delays or failure to perform due to causes beyond its reasonable control including, but not limited to, acts of God, strikes, epidemics, war, riots, flood, fire, sabotage, or any other circumstances of like character.

b) Indemnification: The Contractor shall indemnify and save harmless the Saint Regis Mohawk Tribe, its agents, contractors, subcontractors, employees, and officers harmless from all liability, real or alleged, in connection with the performance of work on this project, except for liability arising directly from the negligence of the Saint Regis Mohawk Tribe and its officers, employees, and agents.

c) Termination for Convenience: Upon thirty (30) days prior written notice, the SRMT reserves the right to terminate this contract, or any part hereof, for its sole convenience. In the event of such termination, the Contractor shall immediately stop all work hereunder and shall immediately cause any and all of its suppliers and Sub-Contractors to cease work. Subject to the terms of this agreement, the Contractor shall be paid a percentage of the contract price reflecting the percentage of the work performed prior to the date of termination, plus reasonable charges that the Contractor can demonstrate to the reasonable satisfaction of the SRMT, using its standard record keeping system, having resulted from the termination. The Contractor shall not be required to comply with the cost accounting standards or contract cost principles for this purpose. This paragraph does not give the SRMT any right to audit Contractor's records. The Contractor shall not be paid for any work performed or cost incurred that reasonably could have been avoided.

d) Termination for Cause: Either party may terminate this agreement, or any part hereof, for cause in the event of any default by the other party. SRMT may also terminate this agreement if the Contractor fails to comply with any agreement terms and conditions, or fails to provide the SRMT, upon request, with adequate assurances of future performance. In the event of termination for cause, the SRMT shall not be liable to the Contractor for any amount for supplies or services not accepted, and the Contractor shall be liable to the SRMT for any and all rights and remedies provided bylaw. If it is determined that the SRMT improperly terminated this contract, for default, such termination shall be deemed a termination for convenience, so long as the SRMT has complied with the notice provisions set forth herein.

e) Correction of Work. The performance of services by the Contractor shall not relieve the Contractor from any obligation to correct any incomplete, inaccurate or defective work at no further cost to the SRMT, when such inaccuracies are due to the negligence of the Contractor, provided such work has not been accepted in writing by an authorized representative of the SRMT.

6. DISPUTE RESOLUTION.

a) Dispute. The Contractor and the SRMT shall settle all disputes arising under this contract by negotiation. If informal efforts are unsuccessful, the party asserting non-compliance shall serve written notice on the other party. The notice shall identify the specific provisions alleged to have been violated and a factual basis for the alleged non-compliance. If the dispute is not resolved to the satisfaction of the parties within sixty (60) days after service of the notice set forth above, the parties could agree to pursue mediation, with each party paying its own costs and attorney's fees and half of all mediation cost. Notwithstanding the foregoing, the Contractor shall proceed diligently with the performance of this contract, and in accordance with the SRMT's decision, pending final decision of a dispute hereunder.

b) Waiver of Breach: Waiver of any breach of any provision of this Contract shall not be deemed to be a waiver of any subsequent breach, and shall not be construed to be a modification of the terms and conditions of this Contract.

c) Warrants: The Contractor warrants that they are competent to perform the work required under the contract in that the Contractor has the necessary qualifications, including the knowledge, skill and ability, to perform the work. Also, the Contractor warrants that the Contractor shall provide a quality of service at least equal to that which Contractors generally would expect of a competent Contractor in a like situation.

7. MISCELLANEOUS PROVISIONS.

a) Assignment: The contract shall not be assigned, in whole or in part, by the Contractor without the prior written consent of the SRMT. Any purported assignment made without that consent is void and of no effect. No assignment of the Contract shall relieve the Contractor from any obligation under the Contract or impose any liability upon the SRMT unless otherwise agreed to in writing by the SRMT.

b) Successors and Assigns: The Contract shall enure to the benefit of, and shall be binding upon, the successors and permitted assignees of the SRMT and of the Contractor.

c) Benefit: No Tribal employee of the SRMT shall be admitted to any share or part of this contract or to any benefit to arise therefrom, without the written consent of the Tribal Chiefs.

d) Non-Exclusivity: This Agreement is considered a non-exclusive Agreement between the parties. SRMT shall have the right to purchase the same kind of services to be provided by Contractor hereunder from other sources during the term of this Contract.

e) Sovereign Immunity: By entering this Agreement, the SRMT does not waive its sovereign immunity and nothing contained herein shall be construed as waiving the sovereign immunity of the SRMT.

f) Time of the Essence: It is essential that the Work be performed within or at the time stated in the Agreement.

g) Warranty: Workmanship shall be warranted for a period of twelve (12) months. All materials, equipment, etc., shall be warranted for a period of twelve (12) months or warranted by manufacturer's warranty, whichever is greater.

8. MANDATORY PROVISIONS FOR PROJECTS PARTIALLY FUNDED WITH FEDERAL FUNDS.

a) Rights to Inventions. Contracts for the performance of experimental, development, or research work shall provide for the rights of the Federal Government and the recipient in any resulting invention in accordance with 37 CFR part 401 and any implementing regulations issued.

b) Contract Work Hours and Safety Standards Act (40 U.S.C. 327-333) (Where applicable). Contracts in excess of \$2,000 for Construction and \$2,500 for other contracts that involve the employment of mechanics or laborers shall comply with Sections 102 and 107 of the Contract Work Hours and Safety Standards Act (40 USC 327-333), as supplemented by Department of Labor regulations (29 CFR part 5). Under Section 102 of the Act, each contractor shall be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at the rate of not less than 1-1/2 times the basic rate of pay for all hours worked in excess of 40 hours in the work week. Section 107 of the Act is applicable to construction work and provides that no laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

c) Drug Free Workplace, Debarment and Suspension, Lobbying and Executive Order 11246. During the performance of this contract, the contractor hereby certifies to abide by all the requirements of Drug Free Workplace Act (1988) under US Code: Title 41, Chapter 10, Debarment and Suspension under Executive Order 12549, Certification Regarding Lobbying under Section 1352, Title 31 of the U.S. Code, and all of the provisions of Executive Order 11246, Equal Employment Opportunity, as amended, and shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. However, it shall not be a violation of this clause for the CONTRACTOR to extend a publicly announced preference in employment to Indians living on or near an Indian reservation, in connection with employment opportunities on or near an Indian reservation, as permitted by 41 CFR 60-1.5. The Contractor shall include the provision of this subsection in every subcontract under this contract, so as to be binding upon every subcontractor of the Contractor under this Contract.

d) Equal Employment Opportunity. The Contractor agrees to conform to all of the provisions of E.O. 11246, as amended, and shall not discriminate against any employee or applicant for employment because of race, color, religion, sex or national origin. However, it shall not be a violation of this clause for the Contractor to extend a publicly announced preference in employment to Indians living on or near an Indian reservation, in connection with employment opportunities on or near an Indian reservation, as permitted by 41 CFR 60-1.5.

e) Equal Opportunity for Workers with Disabilities:

(i) Equal opportunity clause. The Contractor shall abide by the requirements of the equal opportunity clause at [41 CFR 60-741.5\(a\)](#), as of March 24, 2014. This clause prohibits discrimination against qualified [individuals](#) on the basis of disability, and requires affirmative action by the Contractor to employ and advance in employment qualified [individuals](#) with disabilities.

(ii) Subcontracts. The Contractor shall include the terms of this clause in every [subcontract](#) or purchase order in excess of \$15,000 unless exempted by rules, regulations, or orders of the Secretary, so that such provisions will be binding upon each [subcontractor](#) or vendor. The Contractor shall act as specified by the Director, Office of Federal Contract Compliance Programs of the U.S. Department of Labor, to enforce the terms, including action for [noncompliance](#). Such necessary [changes](#) in language may be [made](#) as shall be appropriate to identify properly the parties and their undertakings.

- f) Minority and Women-Owned Business Enterprises (MWBE):** The Contractor agrees to make every good faith effort to promote and assist the participation of certified Minority and women-owned Business enterprises (MWBEs) as subcontractors and suppliers on this contract for the provision of services and materials.
- g) Equal Opportunity for Veterans (Oct 2015):**
- (i) Definitions. As used in this clause – “Active duty wartime or campaign badge veteran,” “Armed Forces service medal veteran,” “disabled veteran,” “protected veteran,” “qualified disabled veteran,” and “recently separated veteran” have the meanings give at FAR 22.1301.
 - (ii) Equal opportunity clause. The Contractor shall abide by the requirements of the equal opportunity clause at 41 CFR 50-300.5(a), as of March 24, 2014. This clause prohibits discrimination against qualified protected veterans, and requires affirmative action by the Contractor to employ and advance in employment qualified protected veterans.
 - (iii) Subcontracts. The Contractor shall insert the terms of this clause in subcontracts of \$150,000 or more unless exempted by rules, regulations, or orders of the Secretary of Labor. The Contractor shall act as specified by the Director, Office of Federal Contract Compliance Programs, to enforce the terms, including action for noncompliance. Such necessary changes in language may be made as shall be appropriate to identify properly the parties and their undertakings.
- h) Deficit Reduction Act (“DRA”).** For federal DRA compliance all contractors, agents, vendors and employees of those entities who furnish or otherwise authorize the furnishing of Medicaid health care items or services, or those involved in monitoring of health care provided by SRMT, must comply with SRMT’s Corporate Compliance Plan which can be found at https://dvc479a3d0ke3.cloudfront.net/uploads/environment/FCAContractorVendorAgent-Letter1_2022.pdf. This “DRA” clause should be included in all Contractor’s sub-contracts.
- i) CFR Appendix II to Part 200, as applicable.** The Contractor represents, warrants and agrees to comply with all Federal requirements as applicable: Rights to Inventions (37 CFR Part 401); Contract Work Hours and Safety Standards Act (40 U.S.C. 327-333) (where applicable); Copeland Anti-Kickback Act (18 USC § 874), as supplemented in Department of Labor Regulations (29 CFR Part 3); Clean Air Act (42 USC §7401-7461q.) and the Federal Water Pollution Control Act (33 USC §251-1387) (as amended); CFR 200.322 Domestic Preference for Procurements; and CFR Appendix II to Part 200, as applicable.

9. PROTECTION OF PERSONS AND PROPERTY

- a) Safety and Protection of Work, Property and Persons.** Contractor will be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the Work. Contractor will take all necessary precautions for the safety of and will provide the necessary protection to prevent damage, injury or loss to all employees at the work site and all other persons who may be affected thereby. Contractor shall conform to the SRMT’s Respiratory Virus Workplace Safety Policy and Contractor’s Safety Policy, and this shall be made a condition of each subcontract entered into pursuant to the contract.
- b) Protection of Existing Vegetation, Structures, Equipment, Utilities, and Improvements.** The Contractor shall preserve and protect all structures, equipment, and vegetation (such as trees, shrubs, and grass) on or adjacent to the work sites, which are not to be removed and which do not unreasonably interfere with the work required under this Contract. The Contractor shall remove trees only when specifically authorized to do so, and shall avoid damaging vegetation that will remain in place. If any limbs or branches of trees are broken during Contract performance, or by the careless operation of equipment, or by workmen, the Contractor shall trim those limbs or branches with a clean cut and paint the cut with a tree-pruning compound as directed by the Environment Division representative. The Contractor shall protect, from damage, all existing improvements and utilities (1) at or near the work site and (2) on adjacent property of a third party, the locations of which are made known to or should be known by the Contractor. The Contractor shall repair any damage to those facilities, including those that are the property of a third party, resulting from failure to comply with the requirements of this Contract or failure to exercise reasonable care in performing the work. If the Contractor fails or refuses to repair the damage promptly, the SRMT may have the necessary work performed and charge the cost to the Contractor.
- c) Accident Prevention and Safety Program.** The Contractor shall be solely and completely responsible for conditions of the job site, including safety of all persons, employees, and property during performance of the work. This requirement shall apply continuously and not be limited to normal working hours. Safety provisions shall conform to U.S. Department of Labor (OSHA), and all other applicable Federal, State, County, and local laws, if applicable Tribal laws, ordinances, codes, the requirements set forth, and any regulations that may be detailed in other parts of this Contract. Where any of these are in

conflict, the more stringent requirement shall be followed. The Contractor’s failure to thoroughly familiarize themselves with the aforementioned safety provisions shall not relieve them from compliance with the obligations and penalties set forth herein.

e) Replacement of Personnel

- 1) When specific persons have been named in the Agreement as the persons who must perform the Work, the Contractor shall provide the services of the persons so named unless the Consultant/Contractor is unable to do so for reasons beyond its control.
- 2) If at any time the Consultant/Contractor is unable to provide the services of any specific person named in the Contract, it shall provide a replacement person with similar qualifications and experience.
- 3) The Consultant/Contractor shall, at least thirty (30) days, where possible, in advance of the date upon which a replacement person is to commence work, provide notice in writing to the SRMT containing: i) the reason for the removal of the named person from the Work; and ii) the name, qualifications and experience of the proposed replacement person; and
- 4) The SRMT shall have fifteen (15) calendar days after receipt of the notice to the SRMT to review the proposed replacement person for purposes of acceptance. If the Consultant/Contractor is not notified within this 15-day period, the proposal shall be considered as having been accepted.
- 5) In no event shall the Consultant/Contractor allow performance of the Work by unauthorized replacement persons and acceptance of a replacement person by the SRMT shall not relieve the Consultant/Contractor from responsibility to meet the requirements of the Engagement Letter.
- 6) The SRMT may order the removal from the Work of any such replacement person and the Consultant/Contractor shall immediately remove the person from the Work and shall, in accordance with the above subsections secure a further replacement.
- 7) The fact that the SRMT does not order the removal of a replacement person from the Work shall not relieve the Consultant/Contractor from its responsibility to meet the requirements of the Agreement.