Request for Proposals (RFP)

Website Development Services

Ponca Tribe of Nebraska

RFP Issued: 11/25/2025
Proposal Submission Deadline: 12/12/2025 9:00 AM (CT)
Contact for Submission and Questions:
Brent Bossard, IT Director
bbossard@PoncaTribe-ne.Gov

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1. Introduction

The Ponca Tribe of Nebraska (hereafter "the Tribe") is seeking proposals from qualified vendors to design, develop, and deploy a modern, accessible, and culturally aligned website. The purpose of this RFP is to identify a vendor with the technical skill, experience, and capacity to create a high-quality website that meets the operational, cultural, informational, and communication needs of the Tribe.

By submitting a proposal, vendors acknowledge and confirm they are willing to accept the Tribe's **standard contract** (copy attached) as the sole method to document and govern the final agreement.

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2. Background

The Ponca Tribe of Nebraska is a federally recognized Tribal government providing programs and services to Tribal members across multiple service areas. The Tribe seeks to redesign its primary public-facing website to enhance usability, improve communication, and ensure accurate representation of Ponca culture, values, and governance.

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3. Scope of Work

The selected vendor will provide full website redesign and development services including, but not limited to:

3.1 Website Strategy & Planning

- Review of current website structure, content, and technology
- Information architecture planning

- UI/UX design tailored to diverse user groups (Tribal members, staff, partners, and the general public)

3.2 Website Design

- Visually appealing, modern, mobile-responsive design
- Incorporation of Tribal branding, imagery, and cultural elements
- ADA / WCAG 2.1 AA accessibility compliance

3.3 Website Development

- Development on a recommended and secure CMS platform (WordPress, Drupal, etc.)
- Integration of dynamic content including news, events, programs, and services
- Internal search function
- Secure contact forms and potential member portal integration (optional)

3.4 Content Migration & Deployment

- Migration of existing content
- Preparation of new page templates
- Quality assurance testing across browsers and devices
- Final launch to public domain

3.5 Training & Support

- Administrator training for Tribal communications and IT staff
- Technical documentation
- Post-launch support plan

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4. Project Timeline

- **RFP Release Date:** 11/26/25
- **Proposal Deadline:** 12/12/2025 9:00 AM (CT)
- **Vendor Selection:** Within two weeks after proposal deadline
- **Project Start:** As early as 1/1/2026
- **Estimated Completion:** Project compete by 10/1/2026

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5. Proposal Requirements

Proposals must include the following:

1. **Vendor Information**
    - Company name, address, point of contact, and general background

    - Ponca, Native American, or Minority-owned business ownership
2. **Project Approach**
    - Description of design and development methodology
    - Proposed CMS and hosting recommendations
3. **Experience & Qualifications**
    - Relevant past projects
    - Tribal or government experience (if applicable)
4. **Design Concepts or Examples**
    - Portfolio samples or conceptual approach
5. **Work Plan & Timeline**
    - Milestones and deliverables schedule to meet 10/1/2026 deadline
6. **Budget & Fees**
    - Detailed cost proposal including any optional services
7. **Acceptance of Tribal Contract Requirement**
   Vendors **must state clearly** in their proposal that they accept the **Ponca Tribe of Nebraska Standard Contract** as the governing document for the agreement.

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6. Evaluation Criteria

Proposals will be evaluated on the following factors: - Ponca Preference or Native American Preference- Demonstrated understanding of project goals - Experience with Tribal or culturally sensitive projects - Quality of past work and design capability - Technical approach and feasibility - Proposed timeline and ability to meet deadlines - Cost competitiveness - Confirmation of acceptance of the Tribe's standard contract

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7. Submission Instructions

Complete proposals must be submitted electronically to:

Christinem@PoncaTribe-ne.Gov

Proposals must be received no later than **9am (CT) 12/12/25**. Late submissions may not be considered.

Questions regarding this RFP must be submitted in writing to the contact provided at the top of this document.

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8. Additional Information

- The Tribe reserves the right to accept or reject any proposal.
- The Tribe is not responsible for any costs incurred in proposal preparation.
- Final selection does not guarantee any work beyond the defined scope.

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9. Acceptance of Standard Contract

All vendors must acknowledge in their proposal that they **agree to accept, without revision**, the Ponca Tribe of Nebraska's Standard Contract as the formal agreement for services performed.

Thank you for your interest in supporting the Ponca Tribe of Nebraska.

PONCA TRIBE OF NEBRASKA
P.O. Box 288
Niobrara, Nebraska 68760
Phone: (402) 857-3391
Fax: (402) 857-3736

PROFESSIONAL SERVICES AGREEMENT

This Agreement made and entered into this ____ day of _____, 200__ by and between the Ponca Tribe of Nebraska, whose address is P.O. Box 288, Niobrara, Nebraska 68760, ("Tribe") and _____, whose address is _____, ("Contractor"). In consideration of the promises, conditions and covenants contained herein, the Tribe and the Contractor hereby mutually agree as follows:

1. SERVICES TO BE PERFORMED

1.1 Contractor shall perform the following services ("Services"):

A. _____
_____
_____

1.2 Contractor shall use Contractor's best efforts to accomplish the Services in accordance with the terms of this Agreement. Contractor shall provide services hereunder in accordance with the conditions and requirements of this Agreement, and reflect the skill, knowledge, and judgment required or reasonably expected of firms or persons performing comparable services.

2. COORDINATION AND COMMUNICATION

Contractor, in the performance of Services under this Agreement, shall coordinate and communicate with _____.

3. TERM OF THE AGREEMENT

3.1 The term of this Agreement will begin _____, and end _____, unless terminated earlier as provided herein.

3.2 Whenever Contractor determines that due to circumstances beyond Contractor's control there may be a delay in the timely performance of Services, Contractor shall give timely written notice thereof to the Tribe, including all relevant information, and may request a reasonable extension of time to perform the Services of this Agreement.

4. COMPENSATION AND PAYMENT TO CONTRACTOR

4.1 As compensation for services rendered, the Tribe shall pay Contractor $_____. Contractor shall submit an itemized invoice, detailing the Services performed, to the Tribe for payment. The Tribe shall pay Contractor thirty (30) days after an invoice is received by the Tribe for all services pursuant to this Agreement.

4.2 [Contractor is not entitled to reimbursement for materials and other miscellaneous expenses incurred in providing Services under this Agreement, such costs being understood to be included within the

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compensation provided to Contractor under Subsection 4.1.] [The Tribe shall reimburse Contractor at cost for materials and other miscellaneous expenses necessary for the conduct of the Service set forth in Subsection 1.1. The Tribe shall not pay any costs or overhead applicable to the general operation of Contractor's business.]

5. INDEPENDENT CONTRACTOR

5.1 Contractor will act as an independent contractor in the performance of Contractor's obligations under this Agreement. It is understood that the Tribe does not agree to use Contractor exclusively for this type of work. Contractor is free to contract for similar services to be performed for others while under this Agreement with the Tribe. Accordingly, Contractor is responsible for payment of all taxes including Tribal, Federal, State and local taxes arising out Contractor's activities in accordance with this Agreement, including by way of illustration but not limitation, Federal and state income tax, social security tax, unemployment insurance taxes, and any other taxes or business license fees as required. Contractor shall defend, indemnify, save, and hold harmless the Tribe for any taxes, costs, claims, judgments, attorney's fees, attachments or other liabilities arising out of Contractor's failure to report or make payments as required by Tribal, Federal, state, or local law.

5.2 Contractor understands that Contractor is an independent contractor. Contractor is not to be considered an agent or employee of the Tribe and, as such, Contractor is not entitled to any of the protections, rights and benefits of an employee of the Tribe. Contractor waives any right or claim to unemployment benefits, group insurance benefits, vacation and holiday benefits, or other benefits or contributions to such benefits which an employee of the Tribe may be entitled to receive. Further, the Tribe will not provide workers' compensation coverage to Contractor.

6. COMPLIANCE WITH LAWS

Contractor and all of Contractor's employees performing services under this Agreement shall comply with all provisions of the laws of the Tribe, including, but not limited to the Law and Order Code of the Ponca Tribe of Nebraska, and applicable federal laws.

7. INDEMNIFICATION

Contractor assumes all liability for all claims arising out of and related to the Services performed under this Agreement. Contractor shall defend, indemnify, and hold harmless the Tribe and all of the Tribe's departments, agencies, officers, agents, and/or employees from all claims, losses, suits, damages, liabilities and expenses of whatever kind or nature, including reasonable attorney's fees, arising out of or resulting in any way from any negligent, reckless or intentional act, error, omission or mistake and/or strict liability of Contractor or any person employed by Contractor, or anyone for whose acts Contractor is legally liable.

8. OWNERSHIP OF DOCUMENTS

8.1 All documents and works of authorship, including but not limited to reports, drawings, estimates, field notes, investigations, analysis studies, specifications and software (including any images, "applets," photographs, animation, video, audio, source code, music and text incorporated into the software) which are prepared in performance of this Agreement are prepared as "work made for hire," as the phrase is defined in Section 101 of Title 17 of the United States Code, and are to be and remain the property of the Tribe and are protected by applicable Tribal, Federal and international copyright laws, and are to be delivered to the Tribe before the final payment is made to Contractor. To the extent any such materials do not qualify as "work made for hire" under applicable law, and to the extent they include material subject to copyright,

patent, trade secret, or other proprietary rights protection, Contractor irrevocably and exclusively assigns to the Tribe, its successors, and assigns, all right, title, and interest in and to all such materials. To the extent any of Contractor rights in the same, including without limitation any moral rights, are not subject to assignment hereunder, Contractor irrevocably and unconditionally waives all enforcement of such rights. Contractor shall execute and deliver such instruments and take such other actions as may be required to carry out and confirm the assignments contemplated by this Section and the remainder of this Agreement to transfer the ownership of any and all rights, including but not limited to copyrights, to the Tribe. The Tribe grants to Contractor a limited license for the purpose of exhibition, promotion and backup or archival purposes only. The Tribe acknowledges that these documents have been prepared for this project and its conditions only. Contractor, when requested by the Tribe, shall immediately execute any reasonable documents which documents will evidence and acknowledge the ownership of all documents in the Tribe.

8.2 Nothing in this Section is to be construed as granting to the Tribe or authorizing the Tribe to claim any ownership, right, or title to any standard documents or materials used generally in Contractor's work and not prepared in the performance of this Agreement for the Tribe.

9. INTELLECTUAL PROPERTY

9.1 All computer programs, documentation, software, and other copyrightable works (the "copyrightable works"), discoveries, improvements, and inventions (the "inventions"), ideas, and other developments conceived, reduced to practice, or made by Contractor, alone or with others, during the term of this Agreement, that are within the scope of the Tribe's operations, or that relate to any of the Tribe's work or projects, or that relate to the Tribe's investigations or to the nature of its operations at the time of the invention, or resulting from or related to any work Contractor may do on behalf of the Tribe or at its request will be the exclusive property of the Tribe. On behalf of Contractor and Contractor's employees and representatives, Contractor will promptly communicate and disclose to the Tribe any such copyrightable works, inventions, ideas or other developments. Contractor shall assist the Tribe, at its expense, to obtain copyrights on any such copyrightable works and patents on any such patentable ideas, inventions, and other developments, and shall execute all documents necessary to obtain such copyrights and patents in the name of the Tribe.

9.2 All right, title, and interest of every kind and nature, whether now known or unknown, in and to any intellectual property, including, but not limited to, any inventions, patents, trademarks, service marks, copyrights, films, scripts, ideas, creations, and properties invented, created, written, developed, furnished, produced, or disclosed by Contractor, in the course of rendering services to the Tribe under and pursuant to this Agreement, or that are within the scope of the Tribe's operations, or that relate to any of the Tribe's work or projects, or that relate to the Tribe's investigations or to the nature of its operations at the time of the invention, or resulting from or related to any work Contractor may do on behalf of the Tribe or at its request will, as between the Tribe and Contractor, on behalf of Contractor and Contractor's employees and representatives, be and remain the sole and exclusive property of the Tribe for any and all purposes and uses, and Contractor and Contractor's employees and representatives have no right, title, or interest of any kind or nature in or to such property, or in or to any results and/or proceeds from such property.

9.3 Nothing in this Section will be construed as granting to the Tribe or authorizing the Tribe to claim any ownership, right, or title to any copyrightable works or inventions used generally in Contractor's work and not prepared in the performance of this Agreement for the Tribe.

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10. CONFIDENTIAL INFORMATION

10.1 Contractor acknowledges that during the term of this Agreement, Contractor will have access to and will become aware of confidential information concerning the Tribe. Confidential information includes, but not be limited to, information which concerns the personal, financial, or other affairs of the Tribe and such other information as the Tribe may designate from time to time as confidential. All information received in performing this Agreement, no matter the form, such as computer disk, "hard copy," or otherwise, is considered nonpublic, confidential, unique and valuable.

10.2 Contractor will not in any manner, whether with or without cause, either directly or indirectly divulge, disclose or communicate to or use for the benefit of any third party any secret or confidential information, knowledge, or data acquired by virtue of Contractor's relationship with the Tribe without the prior written approval of the Tribe. Contractor's unauthorized use or disclosure of or failure to protect confidential information as required herein will cause the Tribe certain and irreparable harm and the remedy at law for such breach will be inadequate and damages flowing from such breach(es) is not readily susceptible to being measured in monetary terms. Therefore, the Tribe is entitled to protection from such violations, including immediate protection by injunctive relief, in addition to all other remedies available under law.

10.3 Upon termination of this Agreement for any reason whatsoever, Contractor shall promptly return to the Tribe all confidential items, including, but not limited to, documents, other records and computer related items. Further, upon termination for any reason, Contractor, in addition to returning such confidential information, shall not provide a copy of such to anyone or any entity.

10.4 The obligations of this Section will survive the expiration or termination of this Agreement.

11. TRIBAL PROPERTY

11.1 Contractor shall exercise due diligence to preserve all property belonging to the Tribe, including buildings, fixtures, furniture, accessories, and such other property of the Tribe that may come under the possession or control of Contractor.

11.2 Contractor will be liable to the Tribe for damage, loss and the like caused to the property of the Tribe by the negligence, gross negligence or intentional acts or omissions of Contractor, or any person employed by Contractor, or anyone for whose acts Contractor is legally liable.

11.3 On termination of this Agreement, regardless of how termination is effected, or whenever requested by the Tribe, Contractor shall immediately return to the Tribe all of the Tribe's property used by Contractor in rendering services under and pursuant to this Agreement, or otherwise, that is in Contractor's possession or under Contractor's control.

11.4 Nothing in this Section will be construed as granting Contractor any right, title, or interest to any property, real or personal or otherwise, of the Tribe or as granting Contractor any right or privilege to the use, possession, control, or occupancy of property of the Tribe, real or personal or otherwise, except upon the express written permission of the Tribe.

12. INSURANCE

12.1 Contractor shall, at Contractor's own cost and expense, procure and maintain in full force and effect throughout the term of this Agreement [insurance coverage that is required by applicable law, reasonably

appropriate to the Services provided under this Agreement, or is customary for firms or persons providing similar Services, whichever is greater.] [the following insurance in the following amounts:

A. Professional liability and commercial general liability in the amount of $1,000,000 for each policy;

B. Commercial automobile liability insurance in the amount of $500,000 for the policy;

C. Workers' compensation insurance as required by Ponca Tribe of Nebraska Code § 7-1-3 for Contractor's employees, if any; and

D. Any other insurance required by applicable law, reasonably appropriate to the Services provided under this Agreement, or customary for firms or persons providing similar Services.]

12.2 Each policy required herein will contain a thirty (30) day notice of cancellation, and the Tribe will be a named or additional insured so long as there is no cost to Contractor for the same. Contractor shall submit certificates of the aforementioned insurance policies to the Tribe prior to commencement of Services.

13. TERMINATION OF AGREEMENT

13.1 Either party may terminate this Agreement upon fifteen (15) days written notice to the other party, by priority, express or certified mail, return receipt requested or personal delivery. This Agreement may also be terminated in whole or part in writing by either party in the event of substantial failure by the other party to fulfill its obligations under this Agreement through no fault of the terminating party. Such termination may be effected only when the other party is given: (1) not less than thirty (30) calendar days written notice (delivered by priority, express or certified mail, return receipt requested or personal delivery) of the party's intent to terminate, and (2) an opportunity for consultation with the terminating party prior to termination.

13.2 Notwithstanding the foregoing, the Tribe may terminate this Agreement immediately in the event Contractor's background investigation, including updates or changes thereto, does not meet the standards required by the Tribe or, in the Tribe's sole determination, Contractor presents a threat to the welfare of the Tribe and its members.

13.3 The Tribe and Contractor agree to full performance of the covenants contained herein, except that the Tribe reserves the right, at the Tribe's discretion, to terminate or abandon the Services, in whole or in part, provided for or which have been performed in this Agreement.

13.4 Upon termination of this Agreement by either party, for any reason whatsoever, or abandonment of the Services provided for herein:

A. Contractor shall discontinue advancing the work under this Agreement and proceed to close said operations under the Agreement.

B. Contractor shall deliver to the Tribe all drawings, reports, special provisions, estimates, and other documents or work entirely or partially completed, together with all materials and property supplied by the Tribe, if any.

C. Contractor shall appraise the work completed based on the compensation provided herein and submit Contractor's appraisal to the Tribe for evaluation. No amount will be allowed for anticipated profit or unperformed services.

D. Contractor will receive as compensation in full, a fee for the percentage of work actually completed for Services actually performed to the date of such termination. This fee will be a percentage of Contractor's compensation described in this Agreement, and will be an amount to be agreed upon mutually by Contractor and the Tribe. The Tribe shall make this final payment within sixty (60) days after Contractor has delivered the last of the partially completed items.

13.5 Following any termination of this Agreement by Contractor or the Tribe, Contractor shall fully cooperate with the Tribe in all matters relating to the winding up of Contractor's pending work on behalf of the Tribe and the orderly transfer of any such pending work to other contractors or to employees of the Tribe as may be designated by the Tribe.

14. MISCELLANEOUS

14.1 Tribal Taxes. Pursuant to the Ponca Tribe of Nebraska Code, all retail sales of goods to the Tribe not otherwise exempt where the amount of the transaction exceeds $10,000.00 and delivery is made to or from Tribal lands is subject to sales tax at the rate of seven percent (7%). In addition, all sales of construction-related services to the Tribe where the gross amount paid to Contractor exceeds $10,000.00 is subject to services tax at the rate of seven percent (7%). Contractor shall charge and collect any tax applicable to Contractor's goods and services provided under this Agreement, separately stated on invoices submitted to the Tribe, and shall remit such collected tax to, and file such required tax returns with, the Ponca Tribe of Nebraska Tax Commission as required by the laws of the Tribe.

14.2 Audit and Reporting. Contractor understands that the Tribe may pay Contractor with monies received from United States federal agencies pursuant to contracts entered into with said agencies in accordance with the Indian Self-Determination and Education Assistance Act, 25 U.S.C. §§ 5301 *et seq.* or other federal law. Accordingly, Contractor shall maintain any and all records necessary to verify the nature and extent of the costs and services provided by Contractor throughout the term of this Agreement and for three years after final payment has been made to Contractor upon the termination or expiration of this Agreement. The Tribe, the Comptroller General of the United States, the appropriate Secretary, or their authorized representatives will have access to and the right to examine any of Contractor's directly pertinent records involving transactions related to this Agreement. This subsection will not be construed to require Contractor to create or maintain any record that Contractor does not maintain or is not customary for those providing similar services to maintain in the ordinary course of business or pursuant to a provision of law. As used in this subsection, "records" includes books, documents, accounting procedures and practices, and other data, regardless of type and regardless of whether such items are in written form, in the form of computer data, or in any other form. Contractor shall insert the terms of this subsection, including this sentence, in all subcontracts entered into under this Agreement.

14.3 Third Party Beneficiaries. There are no third-party beneficiaries of this Agreement and this Agreement is not intended to create any third-party beneficiaries. This Agreement is entered into solely for the benefit of the Tribe and Contractor and will not be deemed to create or evidence any right or remedy of any third party, whether or not designated in this Agreement.

14.4 Appropriation of Funds. Payment to Contractor under the terms of this Agreement is contingent upon the availability and appropriation of government funds. If for any reason the Tribal Council fails to appropriate funds or grant expenditure authority, or funds become unavailable by operation of law or federal funds reductions, this Agreement will be terminated by the Tribe. Termination for any of these reasons is not a default by the Tribe and does not give rise to a claim against the Tribe, provided that, in the event of

termination for these reasons, compensation to Contractor will be determined as provided herein for a termination without cause.

14.5 Choice of Law and Forum. The situs of this transaction is on lands within the jurisdiction of the Tribe and the execution and delivery of this Agreement has occurred on Indian lands. This Agreement is and will be considered to be performed within the jurisdiction and territory of the Tribe. This Agreement will be governed by the laws of the Tribe. Any dispute arising under this Agreement will only be brought in the Tribal Court of the Tribe.

14.6 Sovereignty. Nothing in this Agreement will be read or construed to effect, modify, limit, or waive the sovereign rights, including immunities, of the Ponca Tribe of Nebraska, its departments, agencies, organizations, officers, agents, and/or employees.

14.7 Self-dealing and Kickbacks.

A. Contractor warrants that no person has been employed or retained to solicit or secure this Agreement upon an agreement or understanding for a commission, percentage, brokerage, contingency or other fee, excepting bona fide employees maintained by Contractor for the purpose of securing business; and that no member of the Tribe or any employee or officer of the Tribe has an interest, financially or otherwise, with Contractor's company that has not been disclosed to the Tribe. For breach or violation of this warranty, the Tribe, at its discretion, will deduct from the Agreement price or consideration, the full amount of such commission, percentage, brokerage, contingency or other fees.

B. Contractor warrants that no member of, or delegate to, Congress or the Tribal Council, and no employee or officer of the Tribe (elect or serving) has been or will be admitted to any share or part of this Agreement or to any benefit that may arise therefrom, but this subsection will not be construed as violated if Contractor is a publicly held corporation whose ownership incidentally includes a member of, or delegate to, Congress or the Tribal Council or an employee or officer of the Tribe (elect or serving) so long as this Agreement is made for the general benefit of the corporation.

C. Contractor warrants that no money, fee, commission, credit, gift, gratuity, benefit, thing of value, or compensation of any kind has been provided, directly or indirectly, to any person for the purpose of obtaining this Agreement or other favorable treatment in connection with this Agreement and that no such money, fee, commission, credit, gift, gratuity, benefit, thing of value, or compensation of any kind has been included in the contract price or other consideration provided for in this Agreement. For breach or violation of this warranty, the Tribe, at its discretion, will deduct from the Agreement price or consideration, the full amount of such money, fee, commission, credit, gift, gratuity, benefit, thing of value, or compensation.

14.8 Warranties. Contractor shall be responsible for the completeness and accuracy of Contractor's work, plans, supporting data, and special provisions prepared or compiled under Contractor's obligation for this project and shall correct, at Contractor's expense, all errors or omissions therein which may be disclosed. The cost to correct those negligent errors attributable to Contractor and any damage incurred by Contractor's errors is chargeable to Contractor. The fact that the Tribe accepted or approved Contractor's work will in no way relieve Contractor of any of Contractor's responsibilities. Contractor further represents and warrants that Contractor has the right to perform the services required under and pursuant to this Agreement without violation of obligations to others, Contractor has the right to disclose to the Tribe all information transmitted

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to the Tribe in the performance of services under and pursuant to this Agreement, and any information Contractor submits to the Tribe, whether patentable or not, may be used fully and freely by the Tribe.

14.9 Licenses. Contractor warrants that Contractor and all of Contractor's employees currently possess all necessary licenses, permits, and approvals required in the applicable jurisdictions to perform this Agreement and the Services to be performed under this Agreement. Contractor shall provide proof of all such current professional and required licensure to the Tribe prior to commencement of Services.

14.10 Authority. Contractor also warrants that Contractor has the authority to enter into this Agreement and that the person signing this Agreement has the authority to bind Contractor to the provisions of this Agreement. In the event Contractor is a corporation or other entity, Contractor warrants that any necessary action of Contractor's officers, board of directors, members, or shareholders has been taken to authorize Contractor to enter into this Agreement and Contractor shall provide copies of such authorization to the Tribe upon its request.

14.11 Debarment and Suspension. Contractor represents and warrants that neither Contractor nor any employee, officer, staff, agent or subcontractor providing services under this Agreement is or has been suspended, debarred, or otherwise excluded from employment or contracting with Tribe or participation in any federally funded program. Contractor shall immediately notify the Tribe of any suspension, debarment, or other exclusion from employment or contracting with the Tribe or any federally funded program. In the event that Contractor is excluded from employment or contracting with the Tribe or participation in any federally funded program during the term of this Agreement, or if at any time after the effective date of this Agreement it is determined that Contractor is in breach of this subsection, this Agreement will, as of the effective date of such suspension, debarment, or other exclusion or breach, automatically terminate. To the extent not prohibited by law, Contractor shall defend, indemnify, and hold harmless the Tribe and its departments, agencies, officers, agents, and/or employees against all actions, claims, demands and liabilities, and against all loss, damage, cost and expenses, including reasonable attorneys' fees, arising directly or indirectly out of any failure by Contractor to give the required notice set out in this subsection. The obligations of this subsection will survive the expiration or termination of this Agreement.

14.12 Background Investigations. Pursuant to Section 408(c) of the Indian Child Protection and Family Violence Prevention Act of 1990, Contractor shall:

A. Require each individual who is employed, or is being considered for employment, by Contractor to provide Services under this Agreement in a position that involves regular contact with, or control over, Indian children to complete the Declaration For Federal Employment, Indian Health Service, or equivalent form provided by the Tribe, prior to providing Services to the Tribe; and

B. Conduct an investigation of the character of each individual who is employed, or is being considered for employment, by Contractor to provide Services to the Tribe in a position that involves regular contact with, or control over, Indian children; and

C. Employ individuals in those positions only if the individuals meet standards of character, no less stringent that those prescribed under said Act.

Until the background investigation required by the Act under this subsection is completed and the individual found to meet the standards under the Act, the individual will not have unsupervised contact with Indian children in performing Services under this Agreement. Contractor shall also require each individual employed or being considered for employment to provide Services under this Agreement to submit to any additional background investigation of the Tribe to determine if Contractor meets the background

requirements of the Tribe. The results of any background investigation conducted pursuant to this subsection will remain a part of the individual's personnel file and a copy forwarded to the Tribe upon request. The background investigation required under this subsection may be waived if an investigation which meets the standards of this subsection has already been conducted and is on file.

14.13 Costs and Attorney's Fees. Except where otherwise prohibited by applicable law, in the event of breach of this Agreement, the breaching party will pay the other party's costs and reasonable attorney's fees incurred because of the breach whether a lawsuit is instituted or not.

14.14 No Waiver. Any failure by the Tribe to exercise any rights or privileges granted to it or to insist upon full performance of all obligations assumed by Contractor or to insist upon strict adherence to any term(s) of this Agreement on any occasion will not be considered or construed as waiving any such rights, privileges, obligations or duties, or to deprive the Tribe of the right thereafter to insist upon strict adherence to any term of this Agreement, or as creating any custom contrary thereto.

14.15 Captions. Captions and section headings used in this Agreement are for convenience only, and are not a part of this Agreement, and will not be deemed to limit or alter any provisions of this Agreement, and will not be deemed relevant in construing the Agreement.

14.16 Ambiguities. Contractor acknowledges this Agreement has resulted from negotiations between, and is fair to, both parties, and therefore any rule of construction requiring ambiguities to be construed against the drafter of an agreement does not apply to any term or provision of this Agreement.

14.17 Force Majeure. Neither party will be in default under this Agreement because of any failure to perform under its terms if the failure arises from causes beyond the control and without the fault or negligence of the party, including due to acts of God, acts of government in its sovereign capacity, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather. In each instance, the failure to perform must be beyond the control and without the fault or negligence of the party.

14.18 Employment Preference. If employees are hired by Contractor in the performance of Services under this Agreement, Contractor shall give preference to Indians who can perform the work required regardless of age (subject to existing laws and regulations), sex, religion, or tribal affiliation for training and employment opportunities under this Agreement and, to the extent feasible, consistent with the efficient performance of this Agreement, training and employment preferences and opportunities to Indians regardless of age (subject to existing laws and regulations), sex, religion, or tribal affiliation who are not fully qualified to perform under this Agreement. Contractor also shall give preference to Indian organizations, and Indian-owned economic enterprises in the awarding of any subcontracts consistent with the efficient performance of this Agreement. Contractor shall maintain such records as are necessary to indicate compliance with this paragraph. As used in this subsection, "Indian" means a person who is an enrolled member of a federally recognized Tribe. If Contractor has reason to doubt that a person seeking employment preference is an Indian, Contractor shall grant the preference but shall require the individual within thirty (30) days to provide evidence from the tribe concerned that the person is a member of that tribe. In the event of non-compliance with this clause, Contractor's right to proceed may be terminated in whole or in part by the Tribe and work completed in a manner determined by the Tribe to be in the best interests of the Tribe. Contractor shall include this provision in each subcontract awarded under this Agreement.

14.19 Severability. If any provision or portion of this Agreement is declared void and unenforceable, such provision or portion of such provision will be deemed severed from this Agreement which will otherwise remain in full force and effect. Further, if any such provision or portion of such provision may be reduced

and/or narrowed in scope of the like, such provision or portion of such provision will be reduced, narrowed, and/or the like, and so enforced. The same will apply to any portion of any provision.

14.20 Facsimile as Good as Original. A facsimile/fax or other reproduction type copy of this Agreement, so long as signed by both parties, will be considered an original and is fully enforceable against both parties, notwithstanding anything to the contrary in applicable law, and both parties voluntarily waive such requirements.

14.21 Counterparts. This Agreement may be executed by the separate parties as separate counterparts, each of which when so executed and delivered are an original, but all such counterparts constitute one and the same agreement/instrument. Such counterparts are effective immediately and in the future, notwithstanding anything to the contrary in applicable law, and the Parties voluntarily waive any such requirements.

14.22 Non-assignability. This Agreement is personal to the parties hereto and may not be assigned or transferred, in whole or in part, expressly or by operation of law, by either party without the express written approval of the other party. Contractor shall not subcontract any Services under this Agreement without the express written authorization and approval of the Tribe.

14.23 Merger. This Agreement contains the complete agreement and understanding between the Tribe and Contractor, and no statements, promises or inducements made by either party or agent of either party that are not contained in this written Agreement are valid or binding.

14.24 Modifications. No waiver, modification, or amendment of this Agreement or of any covenant, condition or limitation contained in this Agreement will be valid unless in writing and duly executed by both parties to this Agreement. The provisions of this Paragraph may not be waived, except as set forth in this Paragraph.

14.25 Notices. Any notices required to be made in connection with this Agreement will be in writing and delivered personally or by priority, express or certified mail, return receipt requested to the parties at the below addresses, or to such other address(es) as the party to receive such notice may designate in writing:

If to the Tribe:

Chair
Ponca Tribe of Nebraska
P.O. Box 288
Niobrara, Nebraska 68760

If to Contractor:

_____
_____
_____
_____

Copies to:

Executive Director
Ponca Tribe of Nebraska
P.O. Box 288
Niobrara, Nebraska 68760

Attorney for the Ponca Tribe of Nebraska
Brad S. Jolly & Associates
15355 Gadsden Drive
Brighton, Colorado 80603

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14.26 Successors and Assigns. All rights, obligations and liabilities herein, given to, or imposed upon, the respective parties hereto extend to and bind the several and respective heirs, executors, administrators, successors, and assigns of said parties, subject to the provisions of Section 14.22, provided, however, that no assets of the Tribe will be affected by reason of any liability which any successor in interest may have under this Agreement.

14.27 Joint and Several Obligations. If there will be more than one Contractor, they are all be bound jointly and severally by the terms, covenants and agreements herein and the word 'Contractor' is deemed and taken to mean each and every person or party mentioned as a Contractor herein, be the same one or more. If there will be more than one Contractor, any notice required or permitted by the terms of the Agreement may be given by or to any one thereof and will have the same force and effect as if given by or to all thereof.

14.28 Gender and Interpretation of Terms and Provisions. As used in this Agreement and whenever required by the context thereof, each number, both singular or plural, include all numbers, and each gender includes all genders. 'Contractor' as used in this Agreement or in any other instrument referred to in or made a part of this Agreement likewise includes both the singular and the plural, a corporation, co-partnership, individual, or person acting in any fiduciary capacity as executor, administrator, trustee, or in any other representative capacity.

14.29 Offer. Neither the preparation nor the delivery of this Agreement to Contractor for examination will be deemed to be an offer by the Tribe to enter into an Agreement with Contractor for the provision of or payment for Services, but are merely a part of the negotiations between the Tribe and Contractor. The execution of this Agreement by Contractor will be deemed to constitute an offer by Contractor to provide the Services to the Tribe upon the terms and conditions contained in this Agreement which offer may be accepted by the Tribe only by the execution of this Agreement by the Tribe.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date and year first written above.

PONCA TRIBE OF NEBRASKA	CONTRACTOR
By:_____	By:_____
Candace Schmidt, Chairwoman	

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