



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

**FIIP WATER OPERATIONS DECISION SUPPORT TOOL DEVELOPMENT
FLATHEAD INDIAN RESERVATION, MONTANA**

**REQUEST FOR QUALIFICATIONS
for
IRRIGATION WATER MANAGEMENT
PLANNING**

**Due Date: July 16, 2026 at 4:00 p.m. MST
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**REQUEST FOR QUALIFICATIONS (RFQ)
FIIP WATER OPERATIONS DECISION SUPPORT TOOL DEVELOPMENT**

**CONFEDERATED SALISH AND KOOTENAI TRIBES (CSKT)
DIVISION OF ENGINEERING AND WATER RESOURCES**

SECTION 1: SOLICITATION NOTICE

1.1 Notice

Notice is hereby given that the Confederated Salish and Kootenai Tribes has released this Request for Qualifications and will be accepting Statements of Qualifications (SOQ) until **July 16, 2026** from firms having expertise in water planning, irrigation water management, and basin-scale water modeling. Firms that have experience developing or adapting operational tools for irrigation water allocation are encouraged to apply.

1.2 Definitions

Compact Implementation Technical Team (CITT): A five-member technical team created by the CSKT-Montana Water Compact comprised of a representative of BIA, CSKT, FIIP, irrigators, and the State of Montana.

Contracting Officer Representative (COR): Individual delegated by the Contracting Officer to manage the Consultant contract. Currently, Brian Hogenson, Water Resources Officer, DEWR.

Consultant: The Consultant is the Offeror who is selected to provide technical services. The term Consultant is not recognized as such until a fully executed contract is completed. A consultant may respond to this RFQ using a Subconsultant team approach. However, the Owner will execute a contract solely with the Consultant, and the Consultant will bear responsibility for Subconsultant activity. Throughout this RFQ the prospective consultant is often referred to as the contractor to establish project expectations.

Flathead Indian Irrigation Project (FIIP): An entity within the Bureau of Indian Affairs tasked with the operation and maintenance of the irrigation project. FIIP will be the owner of the Decision Support Tool.

Master Services Agreement (MSA): The MSA will establish the relationship between the Owner and the Consultant and will identify cost considerations and the process to authorize individual tasks and task fees. The MSA will incorporate, by reference, this RFP and the response prepared by the Consultant.

Offeror: A prospective consultant that is submitting in response to this RFQ. Following the endpoint in the selection process, the Owner will expect to develop a contract with the selected Offeror.

Owner: The Confederated Salish and Kootenai Tribes (CSKT), a sovereign nation, is the Owner of the Contract, but not the FIIP structures or the Decision Support Tool.

Project Team: The Project Team consists of the Consultant and Subconsultant(s), the Owner personnel, Bureau of Indian Affairs (BIA) personnel, FIIP personnel, CITT members, and additional expertise as identified and designated by the Owner.

Request for Qualifications (RFQ): The RFQ is the formal solicitation to a prospective Offeror to demonstrate their qualifications to complete the technical duties sought by CSKT

Subconsultant (if any): A member of the Offeror team who is clearly defined in the Offerors SOQ. Subconsultant(s) will contract directly with the Consultant, who will bear responsibility for Subconsultant activity.

Statement of Qualifications (SOQ): The written SOQ prepared by the Offeror, and prepared as described in Sections 3 and 4, below. An SOQ is the formal submittal by the Offeror intended to fulfill the objectives of the RFQ. Offerors who meet the qualification criteria may be selected for a follow-up interview process, at the discretion of the Owner.

Task Order: Phases will tier from the MSA and will be authorized by Task Order. Task Orders will identify the scope of work for a phase and the associated fees and schedule for the phase.

1.3 Project Overview

The Confederated Salish and Kootenai Tribes Division of Engineering and Water Resources (DEWR) is soliciting SOQs from well-qualified firms to provide services related to water resource and irrigation water management. The selected firm will be expected to develop a Decision Support Tool (DST) to improve FIIP's ability to meet multiple simultaneous water demands. The DST should have a user-friendly interface to guide FIIP's decisions related to water diversion, storage, and delivery in the face of variable water supply conditions.

Management of surface water resources on the Flathead Indian Reservation is highly nuanced and variable across the landscape. Three broad geographical areas – the Jocko Valley, Mission Valley, and Little Bitterroot areas – are supplied by their local drainage networks and are regulated by a total of 17 storage reservoirs. Irrigation demand includes approximately 127,000 acres of historically irrigated land served by a 1,100-mile canal network. Based on the terms established by the CSKT-Montana Water Compact (Compact), additional minimum enforceable stream flows and maximum irrigations diversions will be phased in based on geographic area. Offerors are invited to demonstrate their experience and creativity in providing solutions to these challenges. A high priority will be placed on firms that can demonstrate experience with the use of existing operational models or decision support tools that can be adapted within a specified timeline for use on the Flathead Reservation. For additional information on water supply conditions, water management criteria, and Compact guidelines, please see Appendix A: Supplemental Information Packet for Decision Support Tool RFQ.

The scope of this project will range from initial conceptual designs to completion of a final decision support tool. It is anticipated that specific areas of the project will be prioritized based on urgency of water management improvements to meet targeted timelines established by the Compact. The selected Contractor will be expected to observe FIIP operations in-person for the remainder of the 2026 water year to closely familiarize themselves with the broad operational challenges the project operator works under.

As development progresses, the selected firm will receive guidance to meet timely deliverable benchmarks through coordinated interaction with FIIP operations staff and the COR. CSKT is the Contract Owner but FIIP will own the DST.

The developed DST will be utilized by FIIP to inform operational decisions in the long-term. The selected Offeror must be able to provide durational support of the DST throughout its lifespan. This may include software updates, revisions, and customer support.

1.4 Project Location

The predominant nature of the work will be technical product delivery with a combination of in-person and remotely-based interaction between entities at CSKT and the selected firm. Field activities provided in the MSA will be largely conducted within the boundaries of the Flathead Indian Reservation, unless otherwise stated.

1.5 Schedule of Activities

Activity	Date
Issue RFQ	May 28, 2026
Deadline to submit questions to CSKT	June 11, 2026
Last day for CSKT to issue addenda and clarifications	June 25, 2026
Deadline for submissions of SOQ	July 16, 2026
Final selection of firm and contracting process begins	August 6, 2026

1.6 Communications with CSKT

Unless authorized by the CO in writing, no other CSKT official or employee is empowered to speak for the CSKT with respect to this RFQ, besides the COR.

Any explanation desired by an Offeror regarding the meaning or interpretation of the RFQ must be requested in writing from the COR, via email, to brian.hogenson@cskt.org, and no later than the date listed in 1.5 Schedule of Activities. Oral explanations or instructions given before the award of the contract shall not be binding.

Any answers to questions given to prospective Offerors concerning the clarification of, or any changes to, the RFQ solicitation document will be provided to prospective Offerors who identify themselves to the COR, as an addendum to the RFQ. All addenda will be shared with prospective Offerors by posting to the website <https://cskt.org/water-management/> by the date specified in Section 1.5 Schedule of Activities.

1.7 Written Inquiries

All inquiries regarding this RFQ shall be submitted to the COR on or before the time specified for deadline to submit questions to CSKT, as found in 1.5 Schedule of Activities.

A response from the Owner to all inquiries shall be sent via email to prospective Offerors who identify themselves to the COR, on or before the time and date shown for last day for CSKT to issue addenda and clarifications as found in 1.5 Schedule of Activities. Responses will also be posted to the CSKT website following the same schedule as immediately above.

1.8 Submittal Instructions

SOQs are due to the COR by the time and date listed in 1.5 Schedule of Activities. Email an electronic copy of the submission in PDF format to the COR: brian.hogenson@cskt.org. Maximum document size is 9MB.

Sole responsibility rests with the Offeror to see that their submission is received on time at the stated destination. An SOQ may be withdrawn prior to the due date and time by written request. SOQs received after the time and date listed in 1.5 Schedule of Activities may be deemed non-responsive.

1.9 Selection/Procurement Process

A single Offeror will be selected through a qualifications evaluation process. Interested Offerors will submit an SOQ. A selection team, comprised of CSKT and other CITT members, will evaluate each response according to the selection criteria identified in Section 4. The Owner expects to create a short list of up to three Offerors and may conduct formal interviews from this list. The Owner and CITT members will select the Offeror based on SOQs received and formal interviews conducted. The Owner may conduct a due diligence review on the Offerors receiving the highest scores. The Owner reserves the right to select a Consultant without conducting interviews.

CSKT and DNRC will enter into negotiations of contract terms (deliverables and fees) for Phase 1 with the selected Offeror. Upon completion, CSKT will attempt to execute a contract. If CSKT and DNRC are unsuccessful in negotiating a contract, they may then negotiate with the next qualified Offeror until a contract is executed, or they may mutually agree to terminate the selection process. Once a contract is executed with the successful Offeror, the procurement process is complete.

1.10 Award of Project/Right to Reject

The Owner intends to award the contract to the successful Offeror whose SOQ conforms to this RFQ and is most advantageous to the Owner. The Owner reserves the right to reject any and all SOQs and to waive informalities and irregularities in the SOQs received.

1.11 Pre-Contractual Expenses

The Offeror is responsible for all costs incurred by firms prior to issuance of a fully executed contract. All material submitted regarding this RFQ will become the property of the Owner and will only be returned to the Offeror at the Owner's option.

1.12 Indian Preference

This is an Indian Preference RFQ. Tribal Consultants who wish to receive Indian Preference must obtain certification by the Confederated Salish and Kootenai Tribes' Indian Preference Office as a legitimate Indian-owned business prior to the submission of SOQs. In order to claim Indian Preference, proof of Indian Preference Certification must be included with your SOQ in the form of a copy of the certificate issued by the Indian Preference Office. Be advised, evidence of your membership or affiliation with a tribe does not constitute Indian Preference certification. The selection of the successful Consultant and award of this project will be per the provisions of the CSKT Indian Preference Ordinance 101A. It is the sole responsibility of the Offeror to obtain and provide proof of Indian Preference certification from the Indian Preference Office. For more information on Indian Preference certification, contact Melinda Charlo, (406) 675-2700 ext. 1045.

Non-Tribally owned firms are encouraged to submit proposals.

1.13 Acceptance of SOQ Content

The contents of the SOQ of the successful Offeror and the contents of this RFQ may become all or part of the scope of work and as such contractual obligations. Failure of the successful Offeror to accept these obligations in a contract may result in cancellation of the award.

1.14 Ownership of Documents

All innovations, ideas, plans, phasing, bids, specifications, data, maps, materials, etc., submitted with this SOQ or presented during the interview become the property of the Owner. Proprietary cost information will not be shared with other Offerors.

1.15 Sufficient Capacity

The Owner requires that the Consultant be able to work efficiently and meet a potentially demanding schedule to deliver the projects. Only those Offerors, and Subconsultant(s) on their team, who have the resources to deliver projects on or before set deadlines should respond.

SECTION 2: PROJECT DELIVERY

2.1 Summary and Roles

The Consultant will lead the tool development effort, and substantially complete the work, to meet the project objectives. The Consultant will work closely with CSKT Division of Engineering and Water Resources staff throughout the process. The Consultant will consult with the COR and other CITT members at key decision points in tool development.

Similarly, the Consultant will work closely with FIIP and BIA personnel to ensure that the Decision Support Tool meets their expectations for a product that will meet FIIP's needs to make informed operational water management decisions.

The Consultant will participate in, or lead, public interaction with affected water users and other interested parties. The Consultant will participate in quarterly status updates with CITT detailing activities in the previous quarter and requesting feedback on key decisions in the upcoming quarter. Throughout, the Consultant will work in a team setting but will bear responsibility to maintain a complete project file, including meeting agendas and meeting minutes.

2.2 Project Objectives

The Consultant will work with CSKT and the Project Team, as appropriate, to develop a Decision Support Tool (DST) to improve FIIP's ability to meet multiple simultaneous water demands across the FIIP service area. The tool will have an approachable user interface with graphical data display to guide FIIP's water management decisions in the face of changing water supply conditions. A Decision Support Tool developed on and from an open-source platform is preferred, but not mandatory (see Section 4).

The DST should be designed to support FIIP in making decisions about water diversion, conveyance, storage, and delivery with regard to:

- 1) Timing,
- 2) Location, and
- 3) Amount (volume and flow).

The DST should integrate data sets and information from different sources, including the following:

- 1) Water Availability
 - a) Hydrologic data (e.g. SWE, runoff forecasts)
 - b) Streamflow data

- c) Reservoir levels
- 2) Water Distribution
 - a) FIIP diversion flows
 - b) Conveyance losses
 - c) Conveyance limitations
 - d) Secondary diversion decision points
 - e) Acreage served at each FIIP turnout
- 3) Water Management Forcing Criteria
 - a) Instream flows
 - b) Bankfull discharge schedules
 - c) River diversion allowances for irrigation
 - d) Reservoir capacity and minimum pool restrictions

2.3 Phases and Deliverables

Work products will stem from a Master Services Agreement (MSA) which will assign Task Orders for multiple phases of work. Below is a projection of these phases.

Phase 1: FIIP Shadowing and Decision Support Tool Proposal

Selected Contractor will engage with FIIP during the 2026 irrigation season. Contractor will review the active operations for the Mission South geographic area, as well as other geographic sites, to gain detailed knowledge of the seasonal operations.

The Contractor will prepare and transmit to the CSKT and CITT a Decision Support Tool Proposal that meets the operational needs of FIIP.

Deliverables

P1.1 Decision Support Tool Proposal.

Contractor will prepare a Decision Support Tool proposal document. This document will include:

- 1) Report of findings of information learned from FIIP observation,
- 2) Detailed proposal for the capabilities and user interface of the DST,
- 3) Proposed schedule of full DST buildout by FIIP geographic area,
- 4) Proposed cost of full DST buildout including ongoing short-term and long-term product support cost and expectations,
- 5) Level of granularity of the tool (whether the DST will be developed to the RDA node level, FIIP turnout level, or somewhere in between),
- 6) A list of variables and information sources to be used in the DST including any proxy variables,
- 7) Identification of key decision points, which will involve CITT input, in the tool development process, and
- 8) Areas that are unknown requiring further investigation.

This phase will include a meeting with CITT to present the Decision Support Tool Proposal document. At this meeting, the contractor will engage with CITT feedback on the document.

P1.2 Refined Decision Support Tool Proposal.

Contractor will prepare a Refined Decision Support Tool Proposal document based on CITT feedback on the initial Decision Support Tool Proposal and will present this refined proposal to CITT. The Refined DST Proposal document will include the agreed upon revisions including key decision points requiring CITT involvement.

This refined proposal will be the basis of contract negotiations for subsequent phases.

Phases 2-5: DST Development and Execution

Phase 1 will establish the framework for developing subsequent phases. Award of the contract for Phases 2-5 is contingent on the satisfactory performance and deliverables in Phase 1 and successful negotiation of the contract. Based on additional information gathered in Phase 1 and discussions with CITT, subsequent phases may be combined or reordered.

CSKT will be the contact for day-to-day questions and decisions. CITT will be engaged through the duration of Phases 2-5 at 1) quarterly meetings, 2) key decision points (per the Refined DST Proposal), and 3) instances of proposed significant deviation to the DST. The Contractor will schedule quarterly meetings with CITT to update members on the past quarter’s activities and engage with CITT on key decision points and proposed significant deviations from the DST.

Significant deviations from the contractually agreed upon Decision Support Tool will require CITT consultation. These will include but are not limited to the following:

- 1) Changes to the level of granularity of the tool,
- 2) Changes to the user interface,
- 3) Changes to sequencing or removal of geographic areas,
- 4) Addition or removal of variables,
- 5) Other changes to scope.

Phase 2: Decision Support Tool – Mission South

Contractor will develop the DST- Mission South from the Refined Decision Support Tool Proposal.

Deliverables

P2.1 Preliminary DST – Mission South

Contractor will develop the preliminary DST- Mission South. This preliminary DST should include user interface (including maps), data input and output displays, data sources, and analysis tools. CITT will review the Preliminary DST- Mission South for accurate reflection of FIIP operations, and its ability to meet objectives in Phase 2. The Contractor will meet with CIIT and engage with CITT feedback on the Preliminary DST- Mission South.

P2.2 Refined DST – Mission South

Contractor will present the updated DST- Mission South to CITT, based on feedback from the Preliminary DST- Mission South. The refined DST must include documentation of data sources, variables, assumptions, and descriptions (with equations) of any modeling. Additionally, contractor to provide customer support as component of Refined DST-Mission South deliverable.

Phase 3: Decision Support Tool – Mission North

Contractor will develop the DST-Mission North based on DST-Mission South with location-specific modifications, to the extent deemed necessary.

Deliverables:

P3.1 Preliminary DST – Mission North

Contractor will present the preliminary DST- Mission North to CITT. The focus of this presentation should be DST development that is specific to the Mission North area.

P3.2 Refined DST – Mission North

Contractor will present the updated DST- Mission North to CITT, based on feedback from the preliminary DST. The refined DST must include documentation of data sources, variables, assumptions, and descriptions (with equations) of any modeling.

P3.3 Updates to Previous DSTs

Contractor will update previous DSTs based on operational improvements, rehabilitation and betterment projects, changes to monitoring locations, and to correct inaccuracies. Contractor to provide on-going customer support for all areas already developed.

Phase 4: Decision Support Tool – Jocko

Contractor will develop the DST-Jocko based on previous DST(s) with location-specific modifications, to the extent deemed necessary.

Deliverables:

Same as Phase 3, but applicable to the Jocko area with deliverables numbered P4.1, P4.2, and P4.3.

Phase 5: Decision Support Tool – Little Bitterroot

Contractor will develop the DST-Jocko based on previous DST(s) with location-specific modifications, to the extent deemed necessary.

Deliverables:

Same as Phase 3, but applicable to the Little Bitterroot area with deliverables numbered P5.1, P5.2, and P5.3.

Long-Term Product and Customer Support

After buildout of Phases 2-5, the Contractor may provide ongoing support for product upgrades and modifications under a subsequent contract. Cost and scope of support to be negotiated and contracted. Award of the contract for is contingent on satisfactory performance and deliverables in prior phases. During DST buildout, costs and extent of Contractor durational support should be identified and evaluated.

SECTION 3: SUBMITTAL REQUIREMENTS

3.1 Overview

Each Offeror shall submit an SOQ that fully addresses the evaluation factors contained in this solicitation and complies with the preparation and submission instructions contained in this RFQ. Offerors shall carefully review this section and its relationship to the selection criteria prior to commencing SOQ preparation.

Offerors shall base their SOQ on performing all work in accordance with this RFQ. The SOQ shall provide appropriate supporting exhibits and text that reflects consideration of the evaluation factors and RFQ requirements. Discussion and exhibit information should be concise and specific to this project. Excessive detail will not be considered positively in the evaluation.

3.2 Key Personnel

When Offerors list administrative and/or discipline-specific personnel, the Offeror is agreeing to make the personnel available to complete work on the contract at whatever level the project requires. Personnel changes must be reviewed and approved in advance by the COR to assure the replacement is equally qualified and has comparable experience. The COR will only allow changes in key personnel, including Subcontractor(s), when caused by circumstances outside the control of the Offeror (e.g., employee leaves company). Changes in key personnel for the sole convenience of the Consultant and/or Subconsultant(s) will not be allowed. Key personnel include at minimum the Consultant's project manager, design lead(s), and Subconsultant(s) lead personnel. Key personnel may have overlapping responsibilities, but these shall be clearly identified. Key personnel are required to participate in critical meetings related to the project.

3.3 Formatting Requirement

SOQs shall be delivered in pdf format, with the complete submittal no larger than 9MB in size, and received in accordance with the requirements found in this section. SOQs shall be on single-sided pages of 8.5"x11" using an 11- or 12-point font. Exhibits can be submitted on single sided sheets up to 11"x17". All pages shall be numbered. Organizational charts and resumes are not included in the section page limit, but have page limits as identified in 3.4 Submission Contents. Additional pages consisting of project examples or other exhibits are not included in the section page limits.

3.4 Submission Contents

Submissions shall be organized as follows and meet the section page limits noted below.

3.4.1 Front Matter

- a) Cover Letter – Describes overall proposed approach to successfully deliver the project (two pages maximum).
- b) Addendum Acknowledgement Form (provided in Appendix B of RFQ).
- c) Cover Form and Contract Information (provided in Appendix C of RFQ).

3.4.2 Statement of Qualifications

- a) Part 1 – Technical Approach and Subconsultant Engagement- Discussion of technical approach (including data collection and use), innovations in approach, to deliver projects to completion, program support, and customer service plan, including the approach of Subconsultant(s) work (4 pages maximum).

- b) Part 2 – Capability and Capacity - Directly relevant experience of Offeror, and Subconsultant(s), to deliver projects on the timeline defined in this RFQ (6 pages maximum).
- c) Part 3 – Experience and role working in a multi-perspective team setting as defined in this RFQ (2 pages maximum).
- d) Part 4 – Personnel qualifications, including experience and capabilities relevant to these projects, including Subconsultant(s). (2 pages maximum Offeror; 1 page maximum each for Subcontractor(s)). Resumes are not included in page limit.
- e) Part 5 – Indian Preference Certificate documentation (1 page maximum and 1 page per Indian Preference Certificate).

3.4.3 Appendices

Appendix A: Organizational structure including resumes (Organizational structure limited to 2 pages; Resumes limited to two pages per position).

Appendix B: Examples of three to five relevant completed projects within the last ten years. Project details must include scope, schedule, and budget of projects (10 pages maximum).

SECTION 4: TECHNICAL SELECTION CRITERIA

The Owners selection review team, comprised of CSKT and other CITT members, will look for a careful demonstration of the Offerors' thought process related to knowledge, skills, and abilities sought in this offering. Scoring will be considered based on the following rubric.

4.1 Relevance of Proposed Approach to Address Decision Support Tool Needs (30 points)

The Offeror will provide their proposed approach to developing a DST that integrates historic data and FIIP operational considerations as a right-sized solution that is scaled appropriately to the needs. Preference will be given to Offerors with a solution that utilizes an open-source platform.

4.2 Technical Expertise (25 points)

The Offeror will provide a discussion of their technical capabilities and expertise related to the knowledge, skills, and abilities listed in Section 2.

4.3 Project-Related Experience (25 points)

The Owner seeks a Consultant with demonstrated experience in relevant Water Management projects. This experience should be demonstrated at the project design, implementation, and monitoring levels with emphasis on staff noted in Section 4.1.

4.4 Experience and Role working in a Team Setting (10 points)

The Owner requires that the Project Team work cooperatively, collaboratively, and transparently through the life of the project. Innovation, cost control, timeliness, and high-quality project delivery will only occur if this approach is embraced. The Offeror will demonstrate their capability to meet these criteria by defining the functions of their team, including Subconsultant(s), the role of each team member, and project experience that demonstrates the Offerors experience working in a team setting.

4.5 Qualifications (10 points)

The Offeror will define the qualifications of their team, including Subconsultant(s), with specific reference to the skill-set required for the work sought in this solicitation. Resumes and organizational structure charts (Appendix A) are embedded in the scoring for this selection item.

4.6 Indian Preference Certification (Preference 1 - 5 points;)

The Offeror will provide documentation of Indian Preference following direction found in Section 1.12 of this RFQ.

4.7 Scoring of Technical Selection Criteria

The Owner will develop a selection review team comprised of personnel capable of reviewing the range of expertise required for this solicitation. Responses to each of the technical criteria will be evaluated by each reviewer and ratings will be determined using a numerical rating system.

- 1) All reviewers will independently award points for each of the technical selection criteria up to the maximum number of points available for that criterion
- 2) The points from each technical selection criterion will be added together to arrive at a total score (maximum of 105 points)
- 3) Each reviewer will be required to document the rationale used for the scoring of the Offerors

4.8 Consultant Interviews

The Owner may, at their discretion, include interviews from a short list of the most qualified Offerors as part of the selection process. The interview will not be used to fill in missing or incomplete information that was required in the written SOQ. The interview will not be used as an opportunity by the Offeror(s) to improve or supplement their SOQ.

4.9 Post Selection Activities

The selected candidate will work with CSKT and DNRC to develop a detailed contract proposal for Phase 1 that includes a Statement of Work, cost, and schedule. Upon successful negotiation and acceptance of the proposal, the parties will execute a MSA.

Funding under the MSA for subsequent phases (See Section 2) will be awarded based on effective performance of Phase 1 and successful negotiation of deliverables and costs for subsequent phases. If CSKT and DNRC are unsuccessful in negotiating a contract for subsequent phases with the Contractor, the existing contract is terminated. CSKT and DRNC will then negotiate with the prior qualified offers in order of ranking until a new contract for Phase 1 is executed.

**APPENDICES TO:
REQUEST FOR QUALIFICATIONS (RFQ)**

**IRRIGATION WATER MANAGEMENT,
REHABILITATION, BETTERMENT AND MODERNIZATION PLANNING**

**FIIP WATER OPERATIONS DECISION SUPPORT TOOL DEVELOPMENT
FLATHEAD INDIAN RESERVATION, MONTANA**

**CONFEDERATED SALISH AND KOOTENAI TRIBES
DIVISION OF ENGINEERING AND WATER RESOURCES**

APPENDIX A: SUPPLEMENTAL INFORMATION PACKET FOR DECISION SUPPORT TOOL RFQ

APPENDIX B: ADDENDUM ACKNOWLEDGEMENT FORM

APPENDIX C: COVER FORM AND CONTRACT INFORMATION



To: Prospective Firms Submitting on RFQ

From: Confederated Salish and Kootenai Tribes; Department of Engineering & Water Resources

Date: May 28, 2026

Re: Appendix A: Supplemental Information Packet for Decision Support Tool RFQ

This supplemental information packet is provided to support data collection activities for firms submitting proposals for the RFQ for a Decision Support Tool. The attached resources provide brief descriptions of the criteria for water demands (MEFs/RDAs), along with the volumetric and flow-based values associated with each.

Additionally, to assist with understanding of the Mission, Jocko, and Little Bitterroot Valley water supply values that are used to understand the water balance, you are encouraged to consult with the following data sources:

SNOTEL

Snow Water Equivalent Data: [North Fork Jocko](#); [Moss Peak](#); [Bassoo Peak](#)

Streamflow & Reservoir Storage

CSKT Water Data WebPortal (turn on Canals and Streams layers): [Data - CSKT Water Data](#)

USGS Streamflow: [Mission Creek Natural Streamflow](#) and [SF Jocko River Natural Streamflow](#)

Water Supply Outlook & Forecasting

NRCS: [Monthly Basin Data Reports](#) and [Montana Water Supply Outlook Report](#)

Evapotranspiration & Weather Data

US BOR Agrimet: [Saint Ignatius, Montana AgriMet Weather Station](#)

Water Compact

DNRC Compact Website: [Confederated Salish and Kootenai Tribes Compact](#)

Minimum Enforceable Flows (MEFs)

The senior water right, these flows will be met at all times and must be considered the forcing criteria of any water management support tool. These values are represented at 33 measurement locations across the Reservation. For more information on these, refer to Appendix 3.1.



Minimum Reservoir Pool Elevations

These are the minimum elevations (and associated volumes) at which 11 reservoirs must be held. These values are also referenced in Appendix 3.1 and are the second-priority for the exercise of Water Rights.

River Diversion Allowances (RDAs)

These are volumetric values that define the water necessary to supply the FIIP Water Use Right. Broken down by geographic divisions of FIIP, these volumes can be thought of as the volumetric quota that prescribe of the major headworks diversions across the season. RDAs are third-priority for the exercise of Water Rights.



Minimum Enforceable Flows (MEFs)



• InstreamFlowSites



Refer to Appendix 3.1 for Instream Flow Schedules at each site

Appendix 3.1: MEFs, TIFs, Minimum Reservoir Pool Elevations

This appendix specifies Minimum Enforceable Instream Flows (MEFs) and Target Instream Flows (TIFs), and Minimum Reservoir Pool Elevations which are a part of the Tribal Water Right. MEFs are based on dry water year conditions. TIFs are based on normal and wet water year conditions and are reported for normal and wet years. Wet, normal and dry water year types were determined using natural streamflow information for the April through July runoff forecasting period using streamflow information spanning the 1983-2002 period. Details on the definition of wet, normal and dry years are reported in Appendix 3.7. Details on the annual, or seasonal, determination of water year types – wet, normal, or dry, are in the Adaptive Management Appendix to the Compact (Appendix 3.5). Instream flow locations are found on the attached map. All instream flow values reported in tables below are in cubic feet per second.

Jocko Area

Middle Fork Jocko River below Tabor Feeder Canal near mouth

<i>all values in cfs</i>	<i>Jan</i>	<i>Feb</i>	<i>Mar</i>	<i>Apr</i>	<i>May</i>	<i>Jun</i>	<i>Jul</i>	<i>Aug</i>	<i>Sep</i>	<i>Oct</i>	<i>Nov</i>	<i>Dec</i>
MEF	9	9	10	18	26	22	20	9	9	9	9	9
TIF Normal Year	9	9	11	21	26	26	44	72	44	25	14	10
TIF Wet Year	11	11	12	20	52	96	92	60	58	38	12	9

North Fork Jocko River below Tabor Feeder Canal near mouth

<i>all values in cfs</i>	<i>Jan</i>	<i>Feb</i>	<i>Mar</i>	<i>Apr</i>	<i>May</i>	<i>Jun</i>	<i>Jul</i>	<i>Aug</i>	<i>Sep</i>	<i>Oct</i>	<i>Nov</i>	<i>Dec</i>
MEF	3	4	9	25	40	30	22	8	6	6	6	6
TIF Normal Year	4	4	14	26	70	44	24	12	10	10	12	8
TIF Wet Year	10	8	9	30	110	210	60	14	8	8	12	7

Falls Creek below Tabor Feeder Canal near mouth

<i>all values in cfs</i>	<i>Jan</i>	<i>Feb</i>	<i>Mar</i>	<i>Apr</i>	<i>May</i>	<i>Jun</i>	<i>Jul</i>	<i>Aug</i>	<i>Sep</i>	<i>Oct</i>	<i>Nov</i>	<i>Dec</i>
MEF	1	1	1	1	4	5	4	3	3	2	2	1

S-14 Creek below Tabor Feeder Canal near mouth

<i>all values in cfs</i>	<i>Jan</i>	<i>Feb</i>	<i>Mar</i>	<i>Apr</i>	<i>May</i>	<i>Jun</i>	<i>Jul</i>	<i>Aug</i>	<i>Sep</i>	<i>Oct</i>	<i>Nov</i>	<i>Dec</i>
MEF	0.1	0.1	0.1	0.2	0.4	0.7	0.4	0.3	0.2	0.1	0.1	0.1

Jocko River below Upper Jocko S Canal

<i>all values in cfs</i>	<i>Jan</i>	<i>Feb</i>	<i>Mar</i>	<i>Apr</i>	<i>May</i>	<i>Jun</i>	<i>Jul</i>	<i>Aug</i>	<i>Sep</i>	<i>Oct</i>	<i>Nov</i>	<i>Dec</i>
MEF	20	20	25	60	100	75	50	25	20	20	20	20

Cold Creek below Upper Jocko S Canal near mouth

<i>all values in cfs</i>	<i>Jan</i>	<i>Feb</i>	<i>Mar</i>	<i>Apr</i>	<i>May</i>	<i>Jun</i>	<i>Jul</i>	<i>Aug</i>	<i>Sep</i>	<i>Oct</i>	<i>Nov</i>	<i>Dec</i>
MEF	0.3	0.3	0.3	0.3	0.3	0.3	0.3	0.3	0.3	0.3	0.3	0.3

Gold Creek below Upper Jocko S Canal near mouth

<i>all values in cfs</i>	<i>Jan</i>	<i>Feb</i>	<i>Mar</i>	<i>Apr</i>	<i>May</i>	<i>Jun</i>	<i>Jul</i>	<i>Aug</i>	<i>Sep</i>	<i>Oct</i>	<i>Nov</i>	<i>Dec</i>
MEF	0.3	0.3	0.3	0.3	0.3	0.3	0.3	0.3	0.3	0.3	0.3	0.3

Big Knife Creek below Upper Jocko S Canal near mouth

<i>all values in cfs</i>	<i>Jan</i>	<i>Feb</i>	<i>Mar</i>	<i>Apr</i>	<i>May</i>	<i>Jun</i>	<i>Jul</i>	<i>Aug</i>	<i>Sep</i>	<i>Oct</i>	<i>Nov</i>	<i>Dec</i>
MEF	3	3	3	5	7	8	5	5	4	4	3	3

Jocko River below Jocko K Canal

<i>all values in cfs</i>	<i>Jan</i>	<i>Feb</i>	<i>Mar</i>	<i>Apr</i>	<i>May</i>	<i>Jun</i>	<i>Jul</i>	<i>Aug</i>	<i>Sep</i>	<i>Oct</i>	<i>Nov</i>	<i>Dec</i>
MEF	40	45	50	100	140	90	42	42	42	42	40	40
Normal Year	54	51	68	123	294	303	87	77	94	105	85	64
Wet Year	68	64	79	176	516	758	222	68	96	111	83	58

Agency Creek below Upper Jocko J Canal

<i>all values in cfs</i>	<i>Jan</i>	<i>Feb</i>	<i>Mar</i>	<i>Apr</i>	<i>May</i>	<i>Jun</i>	<i>Jul</i>	<i>Aug</i>	<i>Sep</i>	<i>Oct</i>	<i>Nov</i>	<i>Dec</i>
MEF	3	3	4	8	15	14	10	6	6	4	4	3

East Fork Finley Creek below Jocko N Canal near Mouth

<i>all values in cfs</i>	<i>Jan</i>	<i>Feb</i>	<i>Mar</i>	<i>Apr</i>	<i>May</i>	<i>Jun</i>	<i>Jul</i>	<i>Aug</i>	<i>Sep</i>	<i>Oct</i>	<i>Nov</i>	<i>Dec</i>
MEF	3	3	3	7	15	10	7	5	4	4	3	3

Schley Creek below Doney Ditch near Mouth

<i>all values in cfs</i>	<i>Jan</i>	<i>Feb</i>	<i>Mar</i>	<i>Apr</i>	<i>May</i>	<i>Jun</i>	<i>Jul</i>	<i>Aug</i>	<i>Sep</i>	<i>Oct</i>	<i>Nov</i>	<i>Dec</i>
MEF	0.3	0.3	0.4	1.0	3.0	1.9	1.1	0.6	0.5	0.4	0.4	0.3

Finley Creek below Finley E Canal near Mouth

<i>all values in cfs</i>	<i>Jan</i>	<i>Feb</i>	<i>Mar</i>	<i>Apr</i>	<i>May</i>	<i>Jun</i>	<i>Jul</i>	<i>Aug</i>	<i>Sep</i>	<i>Oct</i>	<i>Nov</i>	<i>Dec</i>
MEF	9	9	11	23	50	28	15	12	11	11	11	10
Normal Year	12	13	16	31	90	67	30	17	22	23	20	15
Wet Year	15	15	16	60	128	156	37	18	20	24	21	16

Jocko River below Lower Jocko S Canal

<i>all values in cfs</i>	<i>Jan</i>	<i>Feb</i>	<i>Mar</i>	<i>Apr</i>	<i>May</i>	<i>Jun</i>	<i>Jul</i>	<i>Aug</i>	<i>Sep</i>	<i>Oct</i>	<i>Nov</i>	<i>Dec</i>
MEF	78	78	104	168	310	242	135	95	110	80	80	80
Normal Year	79	76	96	169	425	462	183	134	165	167	140	98
Wet Year	98	92	108	253	686	983	324	123	162	176	141	93

Jocko River below Lower Jocko J Canal

<i>all values in cfs</i>	<i>Jan</i>	<i>Feb</i>	<i>Mar</i>	<i>Apr</i>	<i>May</i>	<i>Jun</i>	<i>Jul</i>	<i>Aug</i>	<i>Sep</i>	<i>Oct</i>	<i>Nov</i>	<i>Dec</i>
MEF	95	95	110	175	325	250	145	130	115	110	105	100
Normal Year	111	106	125	212	507	530	235	185	228	224	188	136
Wet Year	133	127	141	321	778	1,075	395	190	232	241	191	132

Revais Creek below Revais R Canal below Highway 200

<i>all values in cfs</i>	<i>Jan</i>	<i>Feb</i>	<i>Mar</i>	<i>Apr</i>	<i>May</i>	<i>Jun</i>	<i>Jul</i>	<i>Aug</i>	<i>Sep</i>	<i>Oct</i>	<i>Nov</i>	<i>Dec</i>
MEF	3	3	3	6	10	6	4	3	3	3	3	3

Mission Area**Mission Creek below Pablo Feeder Canal**

<i>all values in cfs</i>	<i>Jan</i>	<i>Feb</i>	<i>Mar</i>	<i>Apr</i>	<i>May</i>	<i>Jun</i>	<i>Jul</i>	<i>Aug</i>	<i>Sep</i>	<i>Oct</i>	<i>Nov</i>	<i>Dec</i>
MEF	11	10	10	20	94	115	102	85	45	20	20	11
Normal Year	11	10	10	20	94	160	150	128	120	80	20	11
Wet Year	14	13	13	22	100	200	190	136	130	100	20	14

Post Creek below McDonald Reservoir above Pablo Feeder Canal

<i>all values in cfs</i>	<i>Jan</i>	<i>Feb</i>	<i>Mar</i>	<i>Apr</i>	<i>May</i>	<i>Jun</i>	<i>Jul</i>	<i>Aug</i>	<i>Sep</i>	<i>Oct</i>	<i>Nov</i>	<i>Dec</i>
MEF	20	20	20	30	60	140	120	80	40	40	30	20
Normal Year	20	20	30	35	88	160	184	128	92	45	38	28
Wet Year	35	22	32	48	96	155	268	155	106	46	36	28

Middle Crow Creek below Pablo Feeder Canal near mouth

<i>all values in cfs</i>	<i>Jan</i>	<i>Feb</i>	<i>Mar</i>	<i>Apr</i>	<i>May</i>	<i>Jun</i>	<i>Jul</i>	<i>Aug</i>	<i>Sep</i>	<i>Oct</i>	<i>Nov</i>	<i>Dec</i>
MEF	2	2	2	2	9	9	2	2	2	2	2	2

North Crow Creek below Pablo Feeder Canal near mouth

<i>all values in cfs</i>	<i>Jan</i>	<i>Feb</i>	<i>Mar</i>	<i>Apr</i>	<i>May</i>	<i>Jun</i>	<i>Jul</i>	<i>Aug</i>	<i>Sep</i>	<i>Oct</i>	<i>Nov</i>	<i>Dec</i>
MEF	9	9	14	23	56	27	11	10	10	10	9	9
Normal Year	9	9	14	23	67	37	19	12	12	10	15	10
Wet Year	9	9	15	23	61	125	78	20	15	10	15	10

Mission Creek below Mission 6C Canal above Post Creek

<i>all values in cfs</i>	<i>Jan</i>	<i>Feb</i>	<i>Mar</i>	<i>Apr</i>	<i>May</i>	<i>Jun</i>	<i>Jul</i>	<i>Aug</i>	<i>Sep</i>	<i>Oct</i>	<i>Nov</i>	<i>Dec</i>
MEF	13	13	20	24	50	65	35	25	25	25	20	15
Normal Year	13	13	22	24	72	130	80	56	56	50	50	24
Wet Year	14	14	22	24	85	174	130	70	65	60	55	26

Post Creek below Post F Canal

<i>all values in cfs</i>	<i>Jan</i>	<i>Feb</i>	<i>Mar</i>	<i>Apr</i>	<i>May</i>	<i>Jun</i>	<i>Jul</i>	<i>Aug</i>	<i>Sep</i>	<i>Oct</i>	<i>Nov</i>	<i>Dec</i>
MEF	20	20	22	26	55	60	35	26	24	22	22	22
Normal Year	22	22	22	26	76	130	90	70	65	52	35	28
Wet Year	30	26	22	30	88	178	178	75	70	52	42	30

Marsh Creek below Marsh Creek Feeder Canal near mouth

<i>all values in cfs</i>	<i>Jan</i>	<i>Feb</i>	<i>Mar</i>	<i>Apr</i>	<i>May</i>	<i>Jun</i>	<i>Jul</i>	<i>Aug</i>	<i>Sep</i>	<i>Oct</i>	<i>Nov</i>	<i>Dec</i>
MEF	2	2	2	2	2	2	2	2	2	2	2	2

South Crow Creek below South Crow Feeder Canal near mouth

<i>all values in cfs</i>	<i>Jan</i>	<i>Feb</i>	<i>Mar</i>	<i>Apr</i>	<i>May</i>	<i>Jun</i>	<i>Jul</i>	<i>Aug</i>	<i>Sep</i>	<i>Oct</i>	<i>Nov</i>	<i>Dec</i>
MEF	5	5	5	10	12	13	10	9	7	7	7	6
Normal Year	6	6	9	10	14	30	20	12	10	9	9	6
Wet Year	8	8	8	14	18	55	30	16	12	10	10	8

Crow Creek below Crow Pump Canal

<i>all values in cfs</i>	<i>Jan</i>	<i>Feb</i>	<i>Mar</i>	<i>Apr</i>	<i>May</i>	<i>Jun</i>	<i>Jul</i>	<i>Aug</i>	<i>Sep</i>	<i>Oct</i>	<i>Nov</i>	<i>Dec</i>
MEF	25	25	25	40	60	55	22	22	25	25	25	25
Normal Year	30	30	36	40	70	80	36	36	36	36	36	36
Wet Year	35	35	40	40	90	156	110	40	40	40	40	40

Mud Creek below Ronan B Canal

<i>all values in cfs</i>	<i>Jan</i>	<i>Feb</i>	<i>Mar</i>	<i>Apr</i>	<i>May</i>	<i>Jun</i>	<i>Jul</i>	<i>Aug</i>	<i>Sep</i>	<i>Oct</i>	<i>Nov</i>	<i>Dec</i>
MEF	3	3	4	5	13	9	5	3	3	3	3	3

Crow Creek below Moiese A Canal near Mouth

<i>all values in cfs</i>	<i>Jan</i>	<i>Feb</i>	<i>Mar</i>	<i>Apr</i>	<i>May</i>	<i>Jun</i>	<i>Jul</i>	<i>Aug</i>	<i>Sep</i>	<i>Oct</i>	<i>Nov</i>	<i>Dec</i>
MEF	30	30	30	35	50	30	21	21	21	21	21	21
Normal Year	45	45	50	50	100	75	35	22	25	50	50	45
Wet Year	50	50	50	70	100	190	116	30	40	60	60	60

Hellroaring Creek below Twin Feeder Canal near Mouth

<i>all values in cfs</i>	<i>Jan</i>	<i>Feb</i>	<i>Mar</i>	<i>Apr</i>	<i>May</i>	<i>Jun</i>	<i>Jul</i>	<i>Aug</i>	<i>Sep</i>	<i>Oct</i>	<i>Nov</i>	<i>Dec</i>
MEF	1	1	1	1	1	1	1	1	1	1	1	1

Little Bitterroot Area**Little Bitterroot River below Camas A Canal Headworks and above Mill Creek**

<i>all values in cfs</i>	<i>Jan</i>	<i>Feb</i>	<i>Mar</i>	<i>Apr</i>	<i>May</i>	<i>Jun</i>	<i>Jul</i>	<i>Aug</i>	<i>Sep</i>	<i>Oct</i>	<i>Nov</i>	<i>Dec</i>
MEF	1	1	1	1	1	1	1	1	1	1	1	1

Little Bitterroot River below Camas A Canal Headworks and below Mill Creek

<i>all values in cfs</i>	<i>Jan</i>	<i>Feb</i>	<i>Mar</i>	<i>Apr</i>	<i>May</i>	<i>Jun</i>	<i>Jul</i>	<i>Aug</i>	<i>Sep</i>	<i>Oct</i>	<i>Nov</i>	<i>Dec</i>
MEF	6	6	6	6	6	6	6	6	6	6	6	6

Mill Creek below Camas A Canal near Mouth

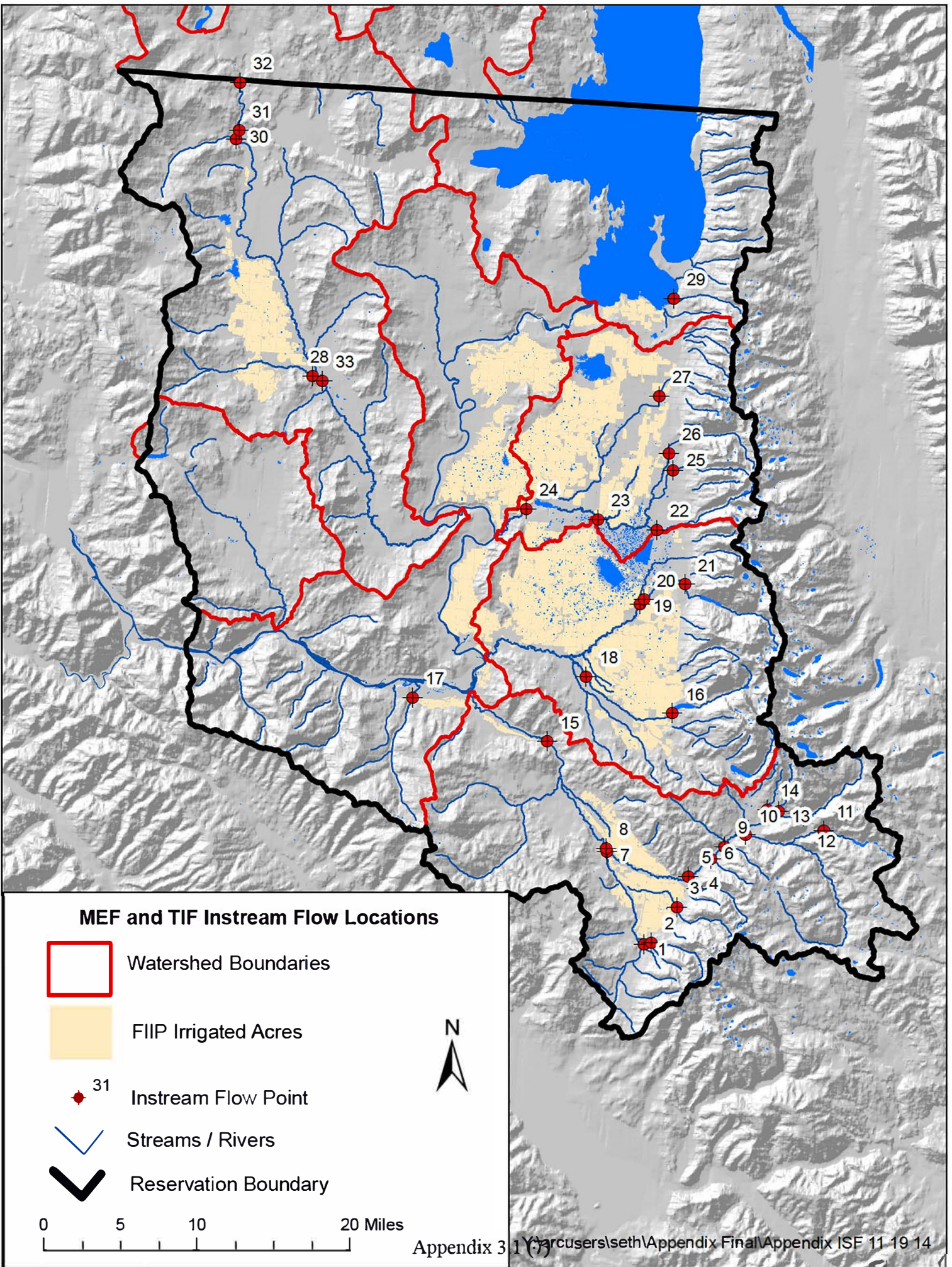
<i>all values in cfs</i>	<i>Jan</i>	<i>Feb</i>	<i>Mar</i>	<i>Apr</i>	<i>May</i>	<i>Jun</i>	<i>Jul</i>	<i>Aug</i>	<i>Sep</i>	<i>Oct</i>	<i>Nov</i>	<i>Dec</i>
MEF	1	1	1	1	1	1	1	1	1	1	1	1

Hot Springs Creek below Camas C Canal near Mouth

<i>all values in cfs</i>	<i>Jan</i>	<i>Feb</i>	<i>Mar</i>	<i>Apr</i>	<i>May</i>	<i>Jun</i>	<i>Jul</i>	<i>Aug</i>	<i>Sep</i>	<i>Oct</i>	<i>Nov</i>	<i>Dec</i>
MEF	1	1	1	1	1	1	1	1	1	1	1	1

Little Bitterroot River below Hot Springs Creek (no mef or tif values)

<i>all values in cfs</i>	<i>Jan</i>	<i>Feb</i>	<i>Mar</i>	<i>Apr</i>	<i>May</i>	<i>Jun</i>	<i>Jul</i>	<i>Aug</i>	<i>Sep</i>	<i>Oct</i>	<i>Nov</i>	<i>Dec</i>
Water Right	75	106	116	198	176	108	28	47	35	32	37	26



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Table associating instream flow labels with instream flow point name on map

Point	Instream flow location	Point	Instream flow location
1	Schley Creek below Doney Ditch near mouth	18	Mission Creek below 6C Canal above Post Creek
2	East Fork Finley Creek below Jocko N Canal near mouth	19	Post Creek below F Canal
3	Agency Creek below Upper Jocko J Canal	20	Marsh Creek below Marsh Creek Feeder Canal near mouth
4	Big Knife Creek below Upper Jocko S Canal near mouth	21	Post Creek below McDonald Reservoir above Pablo Feeder Canal
5	Jocko River below Jocko K Canal	22	South Crow Creek below South Crow Feeder near mouth
6	Gold Creek below Upper Jocko S Canal near mouth	23	Crow Creek below Crow Pump Canal
7	Finley Creek below Finley E Canal near mouth	24	Crow Creek below Moiese A Canal near mouth
8	Jocko River below lower Jocko S Canal	25	Middle Crow Creek below Pablo Feeder Canal near mouth
9	Cold Creek below Upper Jocko S Canal near mouth	26	North Crow Creek below Pablo Feeder Canal near mouth
10	Jocko River below Upper Jocko S Canal	27	Mud Creek below Ronan B Canal
11	Middle Fork Jocko River below Tabor Feeder Canal near mouth	28	Hot Springs Creek below Camas C Canal near mouth
12	North Fork Jocko River below Tabor Feeder Canal near mouth	29	Hellroaring Creek below Twin Feeder Canal near mouth
13	Falls Creek below Tabor Feeder Canal near mouth	30	Mill Creek below Camas A Canal near mouth
14	S-14 Creek below Tabor Feeder Canal near mouth	31	Little Bitterroot River below Camas A Canal and above Mill Creek
15	Jocko River below Lower J Canal	32	Little Bitterroot River below Camas A Canal Headworks and above Mill Creek
16	Mission Creek below Pablo Feeder Canal	33	Little Bitterroot River below Hot Springs Creek
17	Revais Creek below Revais R Canal below Highway 200		

Minimum Reservoir Pool Elevations

<i>Reservoir</i>	<i>Minimum reservoir pool elevation (feet*)</i>	<i>Minimum pool volume (AF)</i>
Mission Reservoir	3,379	1,006
McDonald Reservoir	3,549	385
Kicking Horse Reservoir	3,049	1,230
Ninepipe Reservoir	2,998	1,905
Pablo Reservoir	3,188	1,425
Lower Crow Reservoir	2,839	2,039
Turtle Lake	3,068	96
Upper Dry Fork Reservoir	2,915	413
Lower Dry Fork Reservoir	2,842	636
Hubbart Reservoir	3,150.4	27

Tabor Reservoir Minimum Reservoir Pool Elevations

<i>Date(s)</i>	<i>Minimum pool elevation (feet*)</i>	<i>Minimum pool volume (AF)</i>	<i>Frequency of occurrence (Years)</i>
Up to Aug 1 st	4,006	18,162	Target for each year, required one in four years
Aug 1 up to Aug 15	3,980	12,119	Target for each year, required three in four years
Aug 15 up to Nov 15	3,927	2,416	Required every year

*elevations are in feet above mean sea level as determined by reference to a certain U.S. Geological Survey bench mark, elevation 2910.882 feet, stamped "2900 N", as now located and established at Somers, Flathead County, or to such other bench marks as may be established by the U.S. Geological Survey having the same datum.

River Diversion Allowances (RDAs) by Geographical Area



	RDA Administered Locations
	RDA Administrative Areas



Refer to Appendix 3.2 for Volumetric Values for each RDA Geographic Area

Appendix 3.2: River Diversion Allowances

This appendix specifies the water allocations for River Diversion Allowances (RDAs), as they are defined in Article II – Definitions of the Compact, for RDA administrative areas (see map). River Diversion Allowances are dedicated to serve irrigation headworks or pumping facilities for irrigated lands that are assessed and served by the Flathead Indian Irrigation Project (FIIP). River Diversion Allowances that are used to serve irrigated lands are applicable over the April 15 through September 15 period, and may be extended to no later than October 15. Certain RDAs are defined for conveyance between reservoirs or sources of water supply. Water distribution at these RDAs is not restricted to the April 15 through September 15 or October 15 period, as is specifically noted in tables below.

River Diversion Allowances are specified for wet, normal, and dry years for each RDA administrative area. Wet, normal and dry water year types were determined using natural streamflow information for the April through July runoff forecasting period for streamflow information spanning the 1983-2002 period. Details on the definition of wet, normal and dry years are reported in Appendix 3.7. Details on the annual, or seasonal, determination of water year types – wet, normal, or dry, are in the Adaptive Management Appendix to the Compact (Appendix 3.5).

River Diversion Allowances are reported for administered locations, and administered plus incremental inflow locations. Administered locations are irrigation headworks or pumping facilities where water measurement and seasonal accounting of the RDA volumes will occur. Both volumes and peak capacities are reported for these locations. Incremental inflow locations are areas where small streams or other incidental sources contribute inflows to the FIIP infrastructure; these are not intended for direct administration.

Throughout the RDA tables, af is an abbreviation for acre-feet and cfs is an abbreviation for cubic feet per second.

Jocko Area

Tabor Feeder Canal RDA Administrative Area (RDA not restricted to April 15 – September 15, or October 15 period)

	<i>Wet Year RDA</i>	<i>Normal Year RDA</i>	<i>Dry Year RDA</i>	<i>Peak Flow for administered locations</i>
	in af			in cfs
Administered locations	18,600	28,200	20,400	Location 1 - 150
Administered locations and incremental inflows	23,870	33,700	24,700	Location 2 – 420 Location 3 - 470

Administered locations: 1 - Tabor Feeder Canal at Middle Fork Jocko River (150 cfs), 2 - Tabor Feeder Canal at North Fork Jocko River (420 cfs), 3 – Tabor Feeder Canal below Twin Lakes (470 cfs)

Incremental inflow: Placid Diversions routed into Tabor Feeder Canal, Upper and Lower Jocko Reservoir storage routed into Tabor Feeder Canal, Falls Creek, S-14 Creek, Grizzly Creek

Upper Jocko River RDA Administrative Area

	<i>Wet Year RDA</i>	<i>Normal Year RDA</i>	<i>Dry Year RDA</i>	<i>Peak Flow for administered locations</i>
	in af			in cfs
Administered locations	22,900	24,000	26,500	Location 1 – 50
Administered locations and incremental inflow	24,450	25,700	28,700	Location 2 – 55 Location 3 - 245

Administered locations: 1 - Upper Jocko S Canal at Jocko River (50 cfs), 2 - Upper Jocko S Canal at Big Knife Creek (55 cfs), 3 - Jocko K Canal at headwork's (245 cfs).

Incremental inflow: Placid Diversions routed into Upper S and K Canals, Upper and Lower Jocko Reservoir storage routed into Upper S and K Canals, Cold Creek, Gold Creek, Pellew Creek, Lamoose Creek

Agency / Finley Creek RDA Administrative Area

	<i>Wet Year RDA</i>	<i>Normal Year RDA</i>	<i>Dry Year RDA</i>	<i>Peak Flow for administered locations</i>
	in af			in cfs
Administered locations	6,300	6,100	6,300	Location 1 – 55
Administered locations and incremental inflow	7,100	6,800	7,100	Location 2 – 10 Location 3 – 35 Location 4 – 14 Location 5 – 14 Location 6 - 1

Administered locations: 1 - Upper Jocko S Canal at Agency Creek (55 cfs), 2 - Upper Jocko J Canal at Agency Creek (10 cfs), 3 - Jocko E Canal at Agency Creek (35 cfs), 4 - Jocko E Canal at Finley Creek above siphon (14 cfs), 5 - Jocko N Canal at East Fork Finley Creek (14 cfs), 6 - Doney Ditch at Schley Creek (1 cfs).

Incremental inflow: Tailwater from Upper S Canal at Big Knife Creek, McClure Creek

Lower Jocko River RDA Administrative Area

	<i>Wet Year RDA</i>	<i>Normal Year RDA</i>	<i>Dry Year RDA</i>	<i>Peak Flow for administered locations</i>
	in af			in cfs
Administered locations	1,500	1,700	2,000	Location 1 – 15
No incremental inflows	---	---	---	Location 2 - 35

Administered locations: 1 - Lower Jocko S Canal at Jocko River (15 cfs), 2 - Lower Jocko J Canal at Jocko River (35 cfs)

Revais Creek RDA Administrative Area

	<i>Wet Year RDA</i>	<i>Normal Year RDA</i>	<i>Dry Year RDA</i>	<i>Peak Flow for administered locations</i>
	in af			in cfs
Administered location	2,000	1,800	1,700	Location 1 - 27
Administered location and incremental inflow	2,500	2,400	2,400	

Administered locations: 1 - Revais R Canal at Revais Creek (27 cfs).
Incremental inflow: Revais Pump inflow supplied from Lower Jocko J Canal (10.5 cfs)

Mission Area

Pablo Feeder Canal RDA Administrative Area (RDA not restricted to April 15 – September 15, or October 15 period when the purpose is to convey water to reservoirs)

	<i>Wet Year RDA</i>	<i>Normal Year RDA</i>	<i>Dry Year RDA</i>	<i>Peak Flow for administered locations</i>
	in af			in cfs
Administered locations	86,100	66,400	45,700	Location 1 – 255
Administered locations and incremental inflows	114,100	86,200	58,300	Location 2 – 300 Location 3 – 220 Location 4 – 270 Location 5 – 270 Location 6 – 470 Location 7 - 470

Administered locations: 1 - Mission DA Canal below DC Pool (255 cfs), 2 - Mission A Canal below Mission Creek (300 cfs), 3 - Pablo Feeder Canal below Post Creek (220 cfs), 4 - Pablo Feeder Canal below South Crow Creek (270 cfs), 5 - Pablo Feeder Canal at Middle Crow Creek (270 cfs), 6 - Pablo Feeder Canal at North Crow Creek (470 cfs), 7 - Pablo Feeder Canal at Pablo Drop (470 cfs).
Incremental inflow: Reservoir storage and incremental small stream inflows along Pablo Feeder Canal

Upper Mission Creek RDA Administrative Area (RDA not restricted to April 15 – September 15, or October 15 period when the purpose is to convey water to reservoirs)

	<i>Wet Year RDA</i>	<i>Normal Year RDA</i>	<i>Dry Year RDA</i>	<i>Peak Flow for administered locations</i>
	in af			in cfs
Administered locations	31,000	33,800	38,000	Location 1 – 3
Administered locations and incremental inflow	35,200	37,400	40,000	Location 2 – 1 Location 3 – 27 Location 4 – 60 Location 5 – 100 Location 6 – 10 Location 7 – 250 Location 8 - 70

Administered locations: 1 - DC-2 Lateral at Dry Creek Lining (3 cfs), 2 - Cold Creek Ditch at Cold Creek (1 cfs), 3 - Mission F Canal at headwork's (27 cfs), 4 - Mission B Canal at Mission Creek (60 cfs), 5 - Mission C Canal at Mission Creek (100 cfs), 6 - Mission 6C Canal at Mission Creek (10 cfs), 7 - Kicking Horse Feeder Canal at Post Creek (250 cfs), 8 - Post F Canal at Post Creek (70 cfs).

Incremental inflow: Return flow reuse from irrigation losses, incremental small stream inflows

Lower Mission Creek RDA Administrative Area

	<i>Wet Year RDA</i>	<i>Normal Year RDA</i>	<i>Dry Year RDA</i>	<i>Peak Flow for administered locations</i>
	in af			in cfs
Administered location	1,000	1,000	1,000	Location 1 - 15
No incremental inflows	---	---	---	

Administered location: 1 - Mission H Canal at Mission Creek (15 cfs)

Upper Crow Creek RDA Administrative Area (RDA not restricted to April 15 – September 15, or October 15 period when the purpose is to convey water to reservoirs)

	<i>Wet Year RDA</i>	<i>Normal Year RDA</i>	<i>Dry Year RDA</i>	<i>Peak Flow for administered locations</i>
	in af			in cfs
Administered locations	15,300	14,000	11,700	Location 1 – 275
Administered locations and incremental inflow	16,300	15,000	12,800	Location 2 – 22 Location 3 - 24

Administered locations: 1 - South Crow Feeder Canal at South Crow Creek (275 cfs), 2 - Crow Pump Canal at Crow Creek (22 cfs), 3 - Ronan B Canal at Mud Creek (24 cfs)

Incremental inflow: Pablo Feeder Canal from Mission South Area, return flow reuse from irrigation losses

Lower Crow Creek RDA Administrative Area

	<i>Wet Year RDA</i>	<i>Normal Year RDA</i>	<i>Dry Year RDA</i>	<i>Peak Flow for administered locations</i>
	in af			in cfs
Administered locations	20,000	20,000	20,000	Location 1 – 100
No incremental inflows	---	---	---	Location 2 - 30
Administered locations: 1 - Moiese A Canal at Crow Creek (100 cfs), 2 - Hillside Ditch (30 cfs)				

Hellroaring/Centipede/Bisson Creek RDA Administrative Area

	<i>Wet Year RDA</i>	<i>Normal Year RDA</i>	<i>Dry Year RDA</i>	<i>Peak Flow for administered locations</i>
	in af			in cfs
Administered locations	1,400	1,400	1,400	Location 1 – 15
No incremental inflows	---	---	---	Location 2 – 15 Location 3 - 8
Administered locations: 1 - Twin Feeder Canal at Hellroaring Creek (15 cfs), 2 - Twin Feeder Canal at Centipede Creek (15 cfs), 3 - Lower Twin Feeder Canal at Bisson Creek (8 cfs)				

Pablo A Canal RDA Administrative Area

	<i>Wet Year RDA</i>	<i>Normal Year RDA</i>	<i>Dry Year RDA</i>	<i>Peak Flow for administered locations</i>
	in af			in cfs
Administered location	45,400	47,100	49,900	Location 1 – 420
No incremental inflows	---	---	---	
Administered location: 1 – Pablo A Canal below Pablo Reservoir (420 cfs)				

Flathead River Pumping Plant RDA (RDA not restricted to April 15 – September 15, or October 15 period)

<i>Administration area type</i>	<i>RDA</i>	<i>Peak Flow for Pumping Plant</i>
	in af	in cfs
Administered location	65,000	210

Little Bitterroot Area

Little Bitterroot River RDA Administrative Area

	<i>Wet Year RDA</i>	<i>Normal Year RDA</i>	<i>Dry Year RDA</i>	<i>Peak Flow for administered locations</i>
	in af			in cfs
Administered location	18,000	18,000	18,000	Location 1 - 90
Administered location: 1 - Camas A Canal at Mill Creek (90 cfs)				

Off-Reservation Areas

Placid Canal Diversion RDA (RDA not restricted to April 15 – September 15, or October 15 period)

<i>Administration area type</i>	<i>RDA</i>	<i>Peak Flow for administered locations</i>
	in af	in cfs
Administered location	10,000	Location 1 - 120
Administered location: 1 – Placid Canal Diversion (120 cfs)		

McGinnis Diversion RDA (RDA not restricted to April 15 – September 15, or October 15 period)

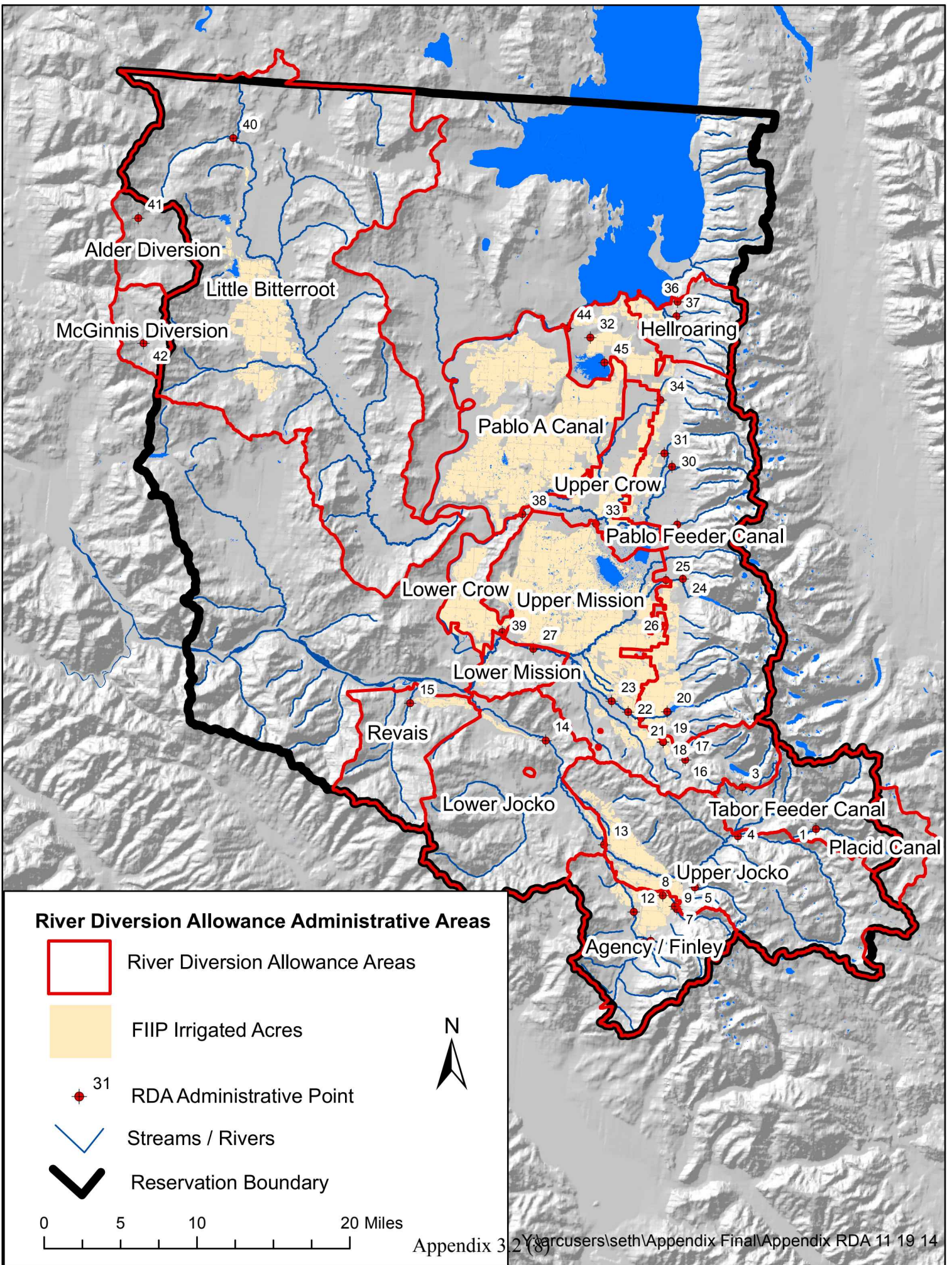
<i>Administration area type</i>	<i>RDA</i>	<i>Peak Flow for administered locations</i>
	in af	in cfs
Administered location	1,800	16
Administered location: 1 – McGinnis Diversion (16 cfs)		

Alder Diversion RDA (RDA not restricted to April 15 – September 15, or October 15 period)

<i>Administration area type</i>	<i>RDA</i>	<i>Peak Flow for administered locations</i>
	in af	in cfs
Administered location	3,500	45
Administered location: 1 – Alder Diversion (45 cfs)		

Table associating RDA administrative point numeric labels with administrative point name on map

Point	RDA point name	Point	RDA point name
1	Tabor Feeder Canal at Middle Fork Jocko	23	Mission 6C Canal at headworks below Mission
2	Tabor Feeder Canal at North Fork Jocko	24	Pablo Feeder Canal below Post Creek
3	Tabor Feeder Canal below Twin Lakes	25	Kicking Horse Feeder Canal at headworks below
4	Upper Jocko S Canal at the Jocko River	26	Post F Canal at headworks below Post Creek
5	Upper Jocko S Canal at Big Knife Creek	27	Mission H Canal at headworks below Mission
6	Jocko K Canal at Jocko River	28	Pablo Feeder Canal at headworks below South
7	Upper Jocko S Canal at Agency Creek	29	South Crow Feeder Canal at headworks below
8	Jocko E Canal at Agency Creek	30	Pablo Feeder Canal at headworks below Middle
9	Upper Jocko J Canal at headworks below	31	Pablo Feeder Canal at headworks below North
10	Jocko N Canal at East Finley Creek	32	Pablo Feeder Canal at Pablo Drop
11	Doney Ditch at Schley Creek	33	Crow Pump Canal at headworks below Crow
12	Jocko E Canal at Finley Creek	34	Ronan B Canal at headworks below Mud Creek
13	Lower Jocko S Canal on Jocko River below	35	Lower Twin Feeder Canal at headworks below
14	Lower Jocko J Canal at Jocko River	36	Twin Feeder Canal at headworks below
15	Revais R Canal at Revais Creek	37	Twin Feeder Canal below Centipede Creek
16	Cold Creek Ditch at Cold Creek	38	Moiese A Canal at headworks below Crow Creek
17	DC-2 lateral at Dry Creek lining	39	Hillside Ditch at headworks
18	Mission F Canal at headworks below DC	40	Camas A Canal at headworks below Mill Creek
19	Mission DA Canal below DC pool	41	Alder Ditch at headworks below Alder Creek
20	Mission A Canal at Mission Creek	42	McGinnis Creek at headworks below McGinnis
21	Mission B Canal at headworks below	43	Placid Canal at headworks below Placid Creek
22	Mission C Canal at headworks below	44	Flathead River Pumping Plant
		45	Pablo A Canal below Pablo Reservoir



Alder Diversion

Little Bitterroot

McGinnis Diversion

Hellroaring

Pablo A Canal

Upper Crow

Pablo Feeder Canal

Lower Crow

Upper Mission

Lower Mission

Revais

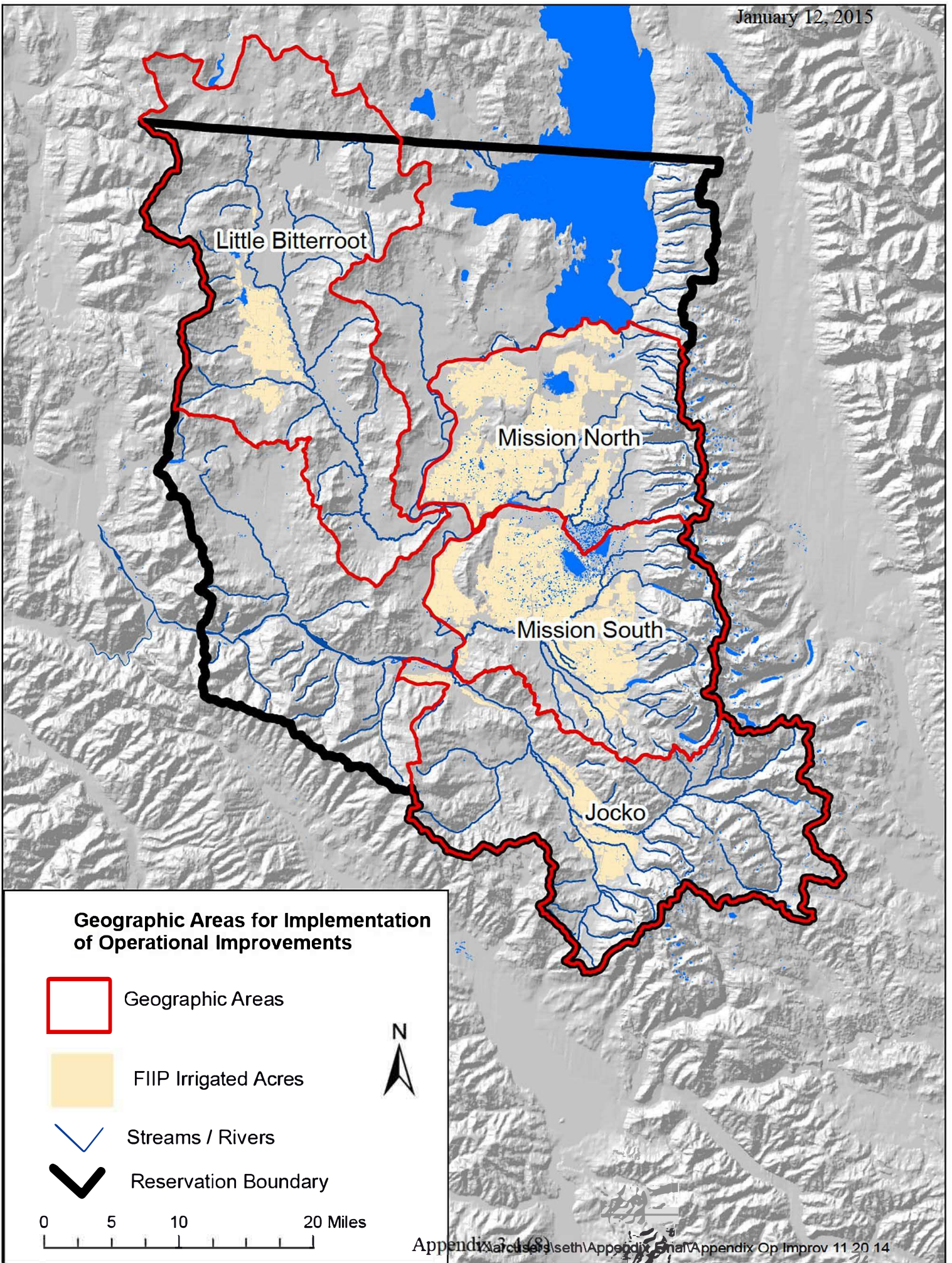
Lower Jocko

Tabor Feeder Canal

Placid Canal

Upper Jocko

Agency / Finley



APPENDIX B: ADDENDUM ACKNOWLEDGEMENT FORM

Offeror acknowledges receipt of the following addenda which are attached to the SOQ:

Addendum No. _____ Date _____

Addendum No. _____ Date _____

Addendum No. _____ Date _____

Addendum No. _____ Date _____

Addendum No. _____ Date _____

Failure to acknowledge receipt of all addenda may cause the proposal to be considered non-responsive and omitted from consideration.

APPENDIX C: COVER FORM AND CONTRACT INFORMATION

REQUEST FOR QUALIFICATIONS (RFQ)

FIIP WATER OPERATIONS DECISION SUPPORT TOOL DEVELOPMENT

FLATHEAD INDIAN RESERVATION, MONTANA

**CONFEDERATED SALISH AND KOOTENAI TRIBES
DIVISION OF ENGINEERING AND WATER RESOURCES**

This cover form shall be submitted with an Offerors response

COMPANY INFORMATION:

COMPANY NAME	
MAILING ADDRESS	
CITY/STATE/ZIP	
TELEPHONE	
INDIAN PREFERENCE	

SUBMITTAL SIGNATURE:

I have read and understand the requirements of the Request for Qualifications for CSKT DIVISION OF ENGINEERING AND WATER RSOURCES REQUEST FOR QUALIFICATIONS for the CANAL MODERNIZATION PROJECT and agree to provide the required services in accordance with the RFQ and its contents.	
Submitted by (Printed Name):	
Title:	
Signature:	

EXAMPLE

MASTER SERVICES AGREEMENT (MSA) FOR PROFESSIONAL SERVICES

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

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

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

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

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

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

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

Terms and Conditions

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

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

and all of which taken together constitute one single document:

Agreed & Accepted for CSKT:

Agreed & Accepted for CONTRACTOR:

TERMS AND CONDITIONS

SECTION 1 - SERVICES OF CONTRACTOR

A. Basic Services

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

B. Task Order Procedure

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

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

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

C. Schedule

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

D. Key Personnel

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

E. Authorization to Proceed

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

F. Delay

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

G. Task Order Modifications

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

SECTION 2 - TERMS OF PAYMENT

A. Invoicing

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

All invoices shall contain the following certification:

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

B. Payments

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

SECTION 3 - OBLIGATIONS OF CSKT

A. Furnish Data

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

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

B. Timely Review

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

C. Prompt Notice

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

D. Site Access

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

SECTION 4 - OBLIGATIONS OF CONTRACTOR

A. Independent Contractor

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

B. Performance

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

C. Publicity

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

D. Insurance/Indemnification

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

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

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

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

E. Compliance with Laws

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

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

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

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

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

G. No responsibility for Site Safety

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

H. Availability and Examination of Records

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

SECTION 5 - GENERAL CONSIDERATIONS

A. Ownership of Documents

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

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

beginning of this Project.

B. Termination / Suspension

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

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

C. Limits of Agreement

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

D. Applicability to Task Orders

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

E. Severability and Survival

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

F. Waiver

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

G. Choice of Law and Venue

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

H. Dispute Resolution

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

I. Material Adverse Effect

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

J. No Third-Party Beneficiaries

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

K. Successor, Assigns, and Beneficiaries

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

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

L. Authority

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

M. Integration

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

N. Notices

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

(The remainder of this page is blank)

DRAFT

TASK ORDER

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

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

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

SCOPE OF SERVICES and SCHEDULE:

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

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

TERM:

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

COMPENSATION:

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

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

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

Agreed & Accepted for CSKT:

Agreed & Accepted for CONTRACTOR:

By: _____

By: _____

Name _____

Name & _____

& Title: _____

Title: _____

Date: _____

Date: _____

By: _____

Tax ID No.: 00-000000000

Exhibit A – Scope and Schedule of Services

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

Scope of Work:

Deliverables/Schedule:

Place of Performance:

Period of Performance:

DRAFT

Exhibit B – Compensation for Task Order

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

DRAFT