

Purchasing and General Contract Issues

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Working with Port Madison Enterprises

Port Madison Enterprises (PME) is a tribally-chartered government agency of the Suquamish Indian Tribe ([view our Charter](#)). As a tribal government agency located on the Port Madison Indian Reservation, PME is not subject to the same tax, licensing, and other requirements imposed on businesses incorporated in the State of Washington or other states. Nothing on this website may be construed as a waiver of PME's sovereign immunity, which PME hereby expressly retains.

The following terms apply to all transactions with PME, unless PME has explicitly agreed otherwise in a written agreement approved in compliance with PME's Contract Review and Approval Policy:

1. PME is a governmental department of the Suquamish Indian Tribe, a federally recognized Indian tribe, on which no state or local sales or use taxes may be imposed as a matter of federal law. Any and all vendors, suppliers, contractors, and consultants providing goods and/or services to PME (hereafter collectively "Vendors") represent, warrant, and agree that they will not include state or local sales or use tax in the cost of the services provided to PME. Vendors must seek their own independent tax advice regarding the applicability of State or other taxes to transactions with PME.
2. Officers, directors, and other employees of PME will not give personal guarantees for any obligations of PME, and are not personally liable for any claims or obligations arising out of any transaction with PME.
3. Vendors will comply with, and provide all goods and/or perform all services in accordance with, all applicable governmental laws, regulations, ordinances, and rules of the Suquamish Tribe, federal government, and State of Washington, and maintain all licenses required by such laws, regulations, ordinances, and rules. (View the [Suquamish Tribal Code](#)).
4. PME reserves the right to immediately terminate any purchase, or the contract and/or services, of any Vendor engaged in unlawful activity, or activity that PME determines in its sole discretion may endanger any government-issued license or approval held by PME.
5. Vendors represent and warrant that for not less than one year after PME's acceptance of any goods provided to PME, the goods are merchantable; fit for PME's intended use; free from manufacturing defects; and conform to any description, sample, or model of the goods provided to PME, to all applicable laws, standards, and specifications, and to any all affirmations of fact made by Vendor. If goods are defective or do not conform to these warranties, Vendor will immediately repair or replace the goods at no additional cost to PME, or at PME's option issue a pro rata refund of any amount(s) PME paid for the goods. If the Vendor is not the manufacturer of the goods, the Vendor will transfer to PME or adopt and assume liability for all manufacturer's warranties. Vendors further

represent and warrant that all services provided to PME will be performed in a good and professional manner, as expeditiously as is consistent with professional skill and care, and in conformity with generally prevailing industry standards for similar professionals in the Seattle area, and in the event services are not in compliance with these warranties, the Vendor will immediately re-perform and correct the services at no additional cost to PME, or at PME's option issue a pro rata refund of any amount(s) PME paid for the services.

6. Vendors may not assign, delegate, or otherwise transfer their rights, obligations, warranties, or undertakings in connection with any transaction with PME, without the prior written consent of PME. Any attempt to so assign, delegate, or transfer without such consent is null and void and of no force and effect.
7. In the course of providing goods and/or services to PME, Vendors may have access to certain information of a confidential or proprietary nature, including without limitation technology, trade secrets, customer information, financial information, personnel information, operations and equipment information, and all other confidential information (Confidential Information). Vendors will keep all Confidential Information strictly confidential, and may only use Confidential Information for the purpose for which it was disclosed.
8. Vendors will indemnify, defend, and hold harmless PME and its officers, directors, and employees against any and all claims, causes of action, demands, judgments, liabilities, suits, losses, costs, expenses, and damages (including without limitation attorney's fees and fees of other professionals used in defending against such claims) arising from or related to Vendors' acts or omissions under or in connection with a transaction with PME.
9. For our gaming vendors: PME is subject to certain federal and tribal laws and regulations concerning gaming in Indian Country, and must comply with the applicable provisions of the Class III Gaming Compact between the Suquamish Tribe and the State of Washington (the Gaming Compact). All transactions concerning gaming-related products, services, and equipment must comply with applicable federal and tribal laws and regulations, including without limitation applicable Tribal Gaming Commission and other licensing requirements, and applicable provisions of the Gaming Compact. All Vendors subject to licensing requirements under applicable law must acquire the necessary license(s) before they are eligible to provide products, services, or equipment to PME. Please direct inquiries about tribal gaming licenses and other gaming regulatory matters to the [Suquamish Tribal Gaming Commission](#).
10. For our alcohol vendors: PME is a party to a Memorandum of Agreement (MOA) with the Washington State Liquor and Cannabis Board (LCB) concerning alcohol sales at our hospitality facilities and retail outlets. Instead of the typical state license, the LCB issues a "Tribal Liquor License" to PME each year under the terms of the MOA to verify that sales of alcohol to PME are lawful. View the current [Tribal Liquor License](#).
11. For our tobacco vendors: The Suquamish Tribe is a party to a cigarette tax compact with the State of Washington concerning sales of cigarettes and other tobacco products. All sales to PME must comply with the applicable terms of that compact.
12. For our fuel vendors: The Suquamish Tribe is a party to a fuel tax agreement with the State of Washington concerning sales of motor vehicle fuel and special fuel. All sales to PME must comply with the applicable terms of that agreement.