Lac du Flambeau Band
of
Lake Superior Chippewa Indians

REQUEST FOR PROPOSALS

for

LITTLE DREAMS DAYCARE REMODEL

RFP NO. 21-LDF-057

1. PURPOSE

The Lac du Flambeau Band of Lake Superior Chippewa Indians, a federally recognized Indian Tribe organized under a constitution and bylaws pursuant to the Indian Reorganization Act, 48 Stat. 984, 25 U.S.C. § 476 (hereinafter "Tribe") is soliciting bid proposals from qualified vendors to remodel the Tribe's Little Dreams Daycare facility, in accordance with the Scope of Work set forth in Section 5 of this Request for Proposals (hereinafter "RFP"). All labor, materials and equipment are to be provided by the successful bidder. The Tribe shall be responsible for lighting and electrical components of the project. The Little Dreams Daycare is a Tribal entity of the Lac du Flambeau Band of Lake Superior Chippewa Indians. Unless proscribed by the context, any reference in this RFP to "Little Dreams Daycare" shall include the Lac du Flambeau Band of Lake Superior Chippewa Indians.

It is anticipated that this RFP will result in a single contract being awarded to a contractor licensed and insured and authorized to conduct business in the State of Wisconsin, with proven experience in construction, demolition and remodeling, and demonstrated ability to meet the specific requirements set forth in this RFP. The contract shall be a 100% performance contract, requiring work to be performed to the satisfaction of the Tribe and in compliance with the specifications, scope of work and conditions set forth in this RFP and the contract entered into by and between the parties. The successful bidder (Contractor) will be expected and required to adhere to every term of this RFP and the contract between the parties and perform the required functions with expertise, knowledge and capability with minimal monitoring by the Tribe.

This RFP does not commit the Tribe to accept any proposal submitted. The Tribe reserves the right to accept or reject any and all proposals, and to accept or reject any or all items in any proposal. The lowest bidder may not be the successful bidder. The Tribe reserves the right to select the bidder whose proposal and qualifications are most advantageous to the Tribe. The Tribe reserves the right to negotiate with any and all bidders any and all parts of the proposals received, including, but not limited to, cost, scope of work, and other relevant details and to accept the proposal most advantageous to, and in the best interest of, the Tribe. The Tribe is not responsible for any costs incurred by the respondents in the preparation of responses to this RFP. The terms "vendor", "bidder," and "respondent" are used interchangeably throughout this RFP and are intended to refer to a person or entity submitting, or intending to submit, a proposal in response to this RFP.

2. FACILITIES

The Little Dreams Daycare facility occupies a portion of the William Wildcat, Sr. Tribal Center, located at 418 Little Pines Road in Lac du Flambeau, Wisconsin. It includes an office, a kitchen, classrooms, play areas, rest areas, storage areas, and a loft. Little Dreams Daycare has a structured program with a balance of active and quiet activities throughout the day, yet offers plenty of open-ended play opportunities. The facility's curriculum is play-based and promotes active self-initiated learning through planned learning centers, small group activities and positive social interactions. It is developmentally appropriate, designed to meet each child's individual needs. The classroom is divided up into different learning centers that focus on math, science, literacy, writing, dramatic play, block building, sensory and art. The Little Dreams Daycare is open to all tribal families, tribal employees, and surrounding community members.

3. RFP ADMINISTRATIVE PROCEDURES

3.1 RFP CONTACT/CONTRACT ADMINISTRATOR. The individual named below is the Tribe's Contract Administrator who will be responsible for administration of the contract entered into by and between the successful bidder (Contractor) and the Tribe. The Tribe's Contract Administrator shall be the sole point of contact regarding this RFP from the date of issuance until selection of the successful bidder (Contractor). To ensure clear and accurate communication and avoidance of the appearance of impropriety, from the date of issuance of this RFP until announcement of the successful bidder (Contractor), vendors may contact only the RFP

Contact. The RFP Contact/Contract Administrator will respond only to questions submitted in writing to the RFP Contact/Contract Administrator in accordance with this RFP. In the event that a vendor or someone acting on the vendor's behalf attempts to discuss this RFP verbally or in writing with any employee of the Tribe other than the RFP Contact/Contract Administrator designated below, the vendor may be disqualified as a prospective bidder.

RFP Contact/Contract Administrator:

JASON GRAVEEN, Tribal Facility Manager
William Wildcat, Sr. Tribal Center
418 Little Pines Road
P.O. Box 67
Lac du Flambeau, WI 54538
Phone: 715-588-4474
Email: jgraveen@ldftribe.com

3.2 RFP TIMETABLE. The dates set forth are subject to change, in the sole discretion of the Tribe:

EVENT	DATE
RFP Issued	**February 4, 2021**
Proposals/Bids Due	**4:00 P.M., March 1, 2021**
Notice of Award Issued	**TBA**
Begin Contract Performance	**Soonest Availability**
Contract Completion	**Not later than May 31, 2021**

3.3 DUTY TO EXAMINE RFP. It is the responsibility of each bidder to examine the entire RFP, including all addenda, seek clarification in writing (inquiries), and examine its proposal for accuracy before submitting the proposal. Lack of care in preparing a proposal shall not be grounds for modifying or withdrawing the proposal after the proposal due date and time, nor shall it give rise to any contract claim.

3.4 DUTY TO EXAMINE PREMISES.

3.4.1 It is the responsibility of each bidder to examine the premises of the Little Dreams Daycare, located within the William Wildcat, Sr. Tribal Center at 418 Little Pines Road in Lac du Flambeau, Wisconsin, for the purpose of proposal preparation, to the extent bidder deems necessary. Bidder may contact the Contract Administrator to gain access to the daycare facility.

3.4.2 Bidders are responsible for all measurements. The Tribe makes no representations as to measurements relative to the Little Dreams Daycare facility or any aspect of the project.

3.5 INQUIRIES REGARDING RFP. All inquiries concerning this RFP, including any questions related to the terms and conditions of this RFP, shall be made in writing and submitted to the RFP Contact at the physical address or email address noted above. Verbal inquiries will not be accepted.

3.6 CONTENT OF RFP AND SUPERSEDING EFFECT. This RFP is designed to provide prospective bidders with information necessary for the preparation of competitive proposals. Each bidder is responsible for determining all factors necessary for the submission of a comprehensive and compliant proposal. Proposals submitted in response to this RFP should be based solely on the material contained in the RFP, including any and all addenda. This RFP supersedes all previous RFPs and all proposals, oral and written, and all negotiations, conversations, communications and discussions heretofore had by and between the parties, related to the subject matter of this RFP.

3.7 AMENDMENT OF RFP. The Tribe reserves the right to amend this RFP at any time. In the event it becomes necessary to amend, add to, or delete any part of the RFP, an amendment will be provided to all known

vendors/prospective bidders who received the original RFP and posted on the Tribe's website. All submitted proposals/bids must include acknowledgment of the addenda.

3.8 SUBMISSION OF PROPOSAL. ***Every proposal submitted must include an original and five (5) copies***. Proposals and copies must be submitted to the Lac du Flambeau Tribal Secretary, to-wit: **Jamie Allen, Tribal Secretary, William Wildcat, Sr. Community Building, 418 Little Pines Road, P.O. Box 67, Lac du Flambeau, Wisconsin 54538. The Tribal Secretary must receive proposals and the requisite copies no later than 4:00 P.M. (local time), March 1, 2021**. ***Any proposal received after this deadline will not be accepted***. Proposals may be submitted by mail or hand-delivered in an envelope. The envelope must be SEALED and include the following notation on the bottom left hand corner: "LITTLE DREAMS DAYCARE REMODEL." Please also include company/individual name on the outside of the envelope. Bidders mailing proposals must allow ample mail delivery time to ensure timely receipt of their proposal. It is the bidder's responsibility to ensure that the proposal is received prior to the deadline. Postmarking by the due date will not substitute for actual receipt of the proposal by the Tribe. ***Proposals sent via email or fax will NOT be accepted.***

3.9 REJECTION OF PROPOSALS. Notwithstanding any other provision of this RFP, at any time prior to execution of the written Contract by and between the parties, the Tribe reserves the right to reject any or all proposals, in whole or in part, to advertise for new proposals, to abandon the need for such services, and to cancel this RFP if it is in the best interests of the Tribe.

3.10 COSTS OF PREPARING PROPOSALS. The costs of preparing the proposal are the sole responsibility of the vendor. The Tribe is not responsible for any costs incurred by vendor which are related to the preparation or delivery of the proposal or any other activities carried out by the vendor related to this RFP.

3.11 OPENING OF PROPOSALS. The proposals will be opened during a CLOSED BID OPENING on March 2, 2021, at 9:00 o'clock a.m. (local time), or as soon thereafter as practicable.

3.12 VALIDITY OF PROPOSALS. All proposals shall be valid for a period of sixty (60) business days following the date on which proposals are due, except that the proposal of the successful bidder shall remain valid until expiration or termination of any contract based upon the successful bidder's proposal, between the Tribe and the successful bidder.

3.13 PROPOSALS PROPERTY OF TRIBE. All proposals become the property of the Tribe and shall not be returned to the bidder submitting a proposal. The bidder agrees that the Tribe may copy the proposal for purposes of facilitating the evaluation of the proposal or for any other reason.

3.14 DISPUTES. In case of any doubt or differences of opinions as to the contents of this RFP, or interpretation of any provision of this RFP, the decision of the Tribe shall be final and binding upon all parties.

3.15 BIDDER'S REPRESENTATIONS.

3.15.1 By submitting a bid, bidder certifies that bidder is authorized to conduct business in the State of Wisconsin.

3.15.2 By submitting a bid, bidder certifies that bidder is experienced and qualified to perform the services required by this RFP and is properly staffed, organized and financed to perform such services, and to commence such services immediately.

3.15.3 By submitting a bid, bidder agrees that, if awarded a contract, bidder's work shall be completed in a workmanlike manner and shall conform to such recognized high professional standards as are prevalent in this field of endeavor.

3.15.4 By submitting a bid, bidder certifies that bidder's bid and proposal were made and submitted without collusion or fraud and that bidder has not offered or received any kickbacks or inducements from any other bidder, supplier, manufacturer or subcontractor in connection with its bid,

and that bidder has not conferred on any Tribal employee having official responsibility for this procurement transaction any payment, loan, subscription, advance, deposit of money, services or anything of more than nominal value, present or promised, unless consideration of substantially equal or greater value was exchanged.

3.16 NATIVE AMERICAN PREFERENCE REQUIREMENTS. The work to be performed under this proposal is subject to the Tribe's General Procurement and Property Management Policies and Procedures, and Section 7(b) of the Indian Self-Determination and Education Assistance Act (25U.S.C. 450e (b)). Section 7(b) of the Indian Self-Determination and Education Assistance Act requires that to the greatest extent feasible: (1) preference and opportunities for training and employment shall be given to Native Americans, and (2) preference in the award of contracts and subcontracts shall be given to Native American organizations or Native American-owned economic enterprises as defined in Section 3 of the Indian Financing Act of 1974 (25 U.S.C. 1452). If claiming Native American Preference in contracting under this proposal, please indicate whether or not the firm can provide documentation that will qualify the firm as an "Economic Enterprise," (Native American ownership constituting not less than 51 percent of the enterprise), or a "Tribal Organization," (the recognized governing body of any Native American Tribe). A Tribal ID must be presented with the bid to demonstrate Native American Preference.

3.17 PROPOSAL EVALUATION AND SOURCES OF INFORMATION.

3.17.1 Proposals that are timely submitted and comply with the mandatory requirements of this RFP (the Tribe reserves the right to waive any minor informalities or irregularities, in its sole discretion) will be evaluated by the RFP committee. Evaluation factors are listed below, not necessarily in order of importance:

1. Qualifications/Experience/Reputation of Vendor.
2. Bid Price.
3. Demonstrated Understanding of and Ability to Address the Tribe's Needs.
4. Conformance to Terms and Conditions.
5. Native American Preference.
6. Method of Approach.
7. Such other criteria as may be deemed appropriate in evaluating proposals, even if such criteria are not specifically addressed in this RFP.

3.17.2 The Tribe reserves the right to request an oral interview with, and additional information from, any bidder prior to final selection and award of a contract, and the bidder shall furnish to the Tribe all such information and data as may be requested. The Tribe also reserves the right to obtain, from any and all sources, information concerning a bidder or a bidder's services or personnel, to make such reasonable investigations as the Tribe deems proper and necessary to determine the ability of a bidder to perform the services contemplated by this RFP, and the right to consider information from other sources such as the bidder's performance of other contracts. The Tribe may use any of this information to evaluate a bidder's proposal.

3.18 AWARD AND NOTIFICATION.

3.18.1 Any contract resulting from this RFP will not necessarily be awarded to the vendor with the lowest price/bid. The Tribe will award the contract to the responsible vendor submitting the bid/proposal that the Tribe deems most advantageous to the Tribe. **NOTE: Any contract resulting from this RFP will not be in force and affect for any purpose unless and until it is approved by the Lac du Flambeau Tribal Administrator and Department Director.**

3.18.2 Notice of award to successful bidder will be sent via U.S. mail. Notice may also be provided via email or telephone. All bidders that submitted a proposal will be notified in writing of the Tribe's decision to not select.

3.18.3 The Tribe reserves the right to either award a contract without further negotiations with the successful bidder/Contractor or to negotiate contract terms with the selected bidder if in the best interest of the Tribe. The successful bidder/Contractor may be required to attend a post-award meeting with the Tribe

to discuss the terms and conditions of the contract by and between the parties. Negotiation and execution of contract with the successful bidder/Contractor shall be completed not more than twenty (20) days from date of award notification.

4. CONTENT AND FORMAT OF PROPOSAL

4.1 PURPOSE. These instructions prescribe the required format and content of the proposal and are designed to elicit information necessary to selection of the most qualified bidder, and to facilitate the submission of a proposal that is easy to understand and evaluate.

4.2 FORMAT. Proposals shall be prepared on 8.5" x 11" paper, single sided. A proposal submission must include an original and five (5) copies of the proposal, including all attachments.

4.3 CONTENT. Each proposal shall respond completely to the following questions and requests for information:

4.3.1 Please provide full name, address, telephone number(s), fax number, and email address of bidder and bidder's primary contact, and, if bidder is a business organization, identify what type of business organization and verify that bidder is authorized to conduct business in the State of Wisconsin.

4.3.2 Please provide the name and qualifications of the person(s) who will be responsible for general administrative oversight and direct onsite supervision if bidder is awarded a contract, as well as the person who will be responsible for working with the Tribe's Contract Administrator to address and resolve contract and performance issues.

4.3.3 Provide a description of completed projects that demonstrate the firm's ability to complete projects of similar scope, size, and purpose, in a timely manner, and within budget.

4.3.4 Provide three (3) client references from past remodeling projects, include current phone numbers.

4.3.5 If any of the following has occurred with respect to bidder, please describe in detail the circumstances for each occurrence:

4.3.5.1 Failure to enter into a contract after having been selected as the successful bidder.

4.3.5.2 Withdrawal of a proposal on any project as the result of an error.

4.3.5.3 Termination of or failure to complete a contract.

4.3.5.4 Involvement in litigation, arbitration, or mediation on any contract.

4.3.5.5 Knowing concealment of any deficiency in the performance of a contract.

4.3.5.6 Submission of a fraudulent or incorrect invoice relating to a contract.

4.3.5.7 Violation of applicable rules, laws, or regulations relating to any contract or project.

4.3.5.8 Debarment from bidding or performing public works projects.

4.3.5.9 Issuance of a citation or complaint alleging that bidder or any of bidder's employees or agents unlawfully disposed of debris, construction materials, or any other waste.

4.3.6 Describe bidder's plan for disposal of debris and construction materials. Identify proposed disposal site.
4.3.7 The submission of additional pertinent information beyond the requirements of this RFP is acceptable.

4.4 BID.

4.4.1 The Bid shall include all labor, materials, equipment, costs, overhead, profit, services, expenses and incidentals necessary for the successful performance of the services described in the Scope of Work.

4.4.2 Include the hourly rate to be charged by the successful bidder/Contractor relative to work to be performed pursuant to change orders, which will require approval of and by the Tribe's Contract Administrator prior to commencement of subject work, and which, upon said approval, will be invoiced and paid on a time and materials basis.

4.4.3 Please indicate preferred payment terms, and state whether a down payment is required, and, if so, in what amount. **NOTE:** Down payment shall not exceed 25%.

4.5 ACCEPTANCE OF AND EXCEPTIONS TO TERMS AND CONDITIONS.

4.5.1 Subject to subsection 4.5.2, next, by submitting a proposal, bidder signifies that bidder acknowledges, accepts and agrees to all terms, conditions and provisions set forth in this RFP.

4.5.2 If the bidder objects to any term, condition or provision contained in this RFP it shall note an exception to such term(s), condition(s) or provision(s) in a clearly identified separate section of the bidder's proposal. The bidder shall clearly refer to and identify the specific sections and paragraphs excepted and/or not agreed to by the bidder. Any exceptions not clearly identified by the bidder via inclusion in such a separate section shall be without force and effect in any subsequent contract. Any and all exceptions that are contained in a proposal submitted by a bidder in response to this RFP may negatively affect the evaluation of the proposal. A proposal that takes exception to any material requirement of the RFP may be rejected.

4.6 EVIDENCE OF INTENT TO BE BOUND. Bidder agrees that bidder's submission of a proposal signifies the bidder's intent to be bound by the proposal submitted by the bidder and the terms of this RFP and that the information provided is true, accurate and complete.

5. SCOPE OF WORK

5.1 The Contractor must perform the full range of services related to the remodeling tasks set forth below. All materials shall be new except as otherwise indicated. All materials shall be installed/applied pursuant to manufacturers' specifications. The Tribe shall be responsible for all lighting and electrical components of the project. The project will include all labor and materials for the following tasks:

5.1.1 Construction and installation of stairs for access to the remaining loft area.

5.1.2 Provision and installation of new flooring. **NOTE: SPECIFICATIONS FOR FLOORING, INCLUDING FLOORING TYPE AND SPECIFIC PRODUCT, SHALL BE COMMUNICATED DURING SITE VISIT.**

5.1.3 Provision and installation of a drop ceiling (2x2 Textured Angled Tile) to match Toddler/Infant Room.

5.1.4 Refinishing (sand/paint) of interior doors.

5.1.5 Refinishing (sand/paint) of hydronic heat registers.

5.1.6 Extend heating ducts for booster coils.

5.1.7 Provision and installation of white plastic wall panels along kitchen sink area, and painting of all other walls in kitchen area.

5.1.8 Dispose of debris and keep worksite clean and free of debris.

5.2 The Contractor shall provide any and all manuals and/or warranty information related to this project to the Tribe's Contract Administrator upon completion of the project.

6. NOTICES TO BIDDERS AND REQUIREMENTS

6.1 INSURANCE.

6.1.1 By signing and submitting a bid/proposal under this RFP, the bidder certifies that if awarded a contract, it will have insurance coverage as specified below at the time the contract is awarded:

6.1.1.1 Comprehensive General Liability Coverage: Minimum of $1,000,000 per occurrence and $2,000,000 in aggregate for property damage and personal injury.

6.1.1.2 Business Automobile Liability: Business Automobile Liability covering all owned, hired and non-owned vehicles; $1,000,000 per occurrence for bodily injury and property damage.

6.1.1.3 Excess/Umbrella Liability Coverage: $1,000,000.

6.1.1.4 Worker's Compensation: Statutory limits and benefits. If any owner, partner, executive, officer, member or employee is excluded from Worker's Compensation coverage or if the Worker's Compensation policy is for certificate purposes only, it must be stated on the certificate.

6.1.2 The bidder further certifies that it and any subcontractors will maintain this insurance coverage during the entire term of the contract and that all insurance coverage will be provided by reputable insurance companies authorized to sell insurance in Wisconsin by the Wisconsin Office of the Commissioner of Insurance.

6.1.3 The Contractor will furnish to the Tribe's Contract Administrator certificates of insurance prior to commencement of work and, upon request, at any time during contract performance.

6.1.4 The Contractor will give the Tribe's Contract Administrator 10-days written notice prior to modifying any insurance obtained and/or maintained as required by the contract and this provision. The Tribe may object to the modification within 10 days of receiving the notice.

6.2 **PERFORMANCE BOND.** The successful bidder will be required to furnish a Performance Bond in an amount not less than 100% of the contract price in favor of the Tribe, conditioned upon the faithful performance of the contract, and completion on or before the date specified.

6.3 **WORK SITE DAMAGES.** Any damage to existing utilities, equipment, or property caused by any act of the Contractor or the Contractor's employees or subcontractors shall be repaired to the satisfaction of the Tribe at the Contractor's expense.

6.4 **FACILITY ACCESS.** The Tribe shall make arrangements for the Contractor to access any areas of the facility necessary to complete the project, upon prior notice being provided by the Contractor.

6.5 **STAGING AREA.** Very limited space will be available on site for material and equipment unloading and staging. Careful coordination of material delivery dates with the construction schedule is strongly recommended to minimize staging difficulties. Parking areas adjacent to the Tribal Center must be kept clear at all times throughout the project. Temporary closure of parking areas for loading/unloading materials will be permitted, provided advance notification is given to the Tribe.

6.6 CONTRACTOR PARKING. Limited on-site parking is available at the Tribal Center. Parking spaces designated for Contractor use may not be immediately adjacent to the project work area and may not be in sufficient quantity to allow each individual worker to park his/her own vehicle adjacent to the project site.

6.7 CLEANUP/DISPOSAL OF DEBRIS/SITE RESTORATION.

6.7.1 Contractor shall keep the worksite clean and free of debris.

6.7.2 Contractor is responsible for proper handling of materials, including lawful disposal of debris. In addition to the requirement set forth in subsection 4.3.6 of this RFP, Contractor shall provide to the Tribe written proof, in the form of copies of receipts and/or invoices, of lawful disposal of debris, construction materials and any other waste specifically associated with the remodel project described herein.

6.7.3 Contractor shall repair any damage to the facility caused by Contractor or Contractor's agents, employees, subcontractors, invitees or assigns. The Contractor shall perform construction work in a manner which minimizes the potential for damage to Tribal property. The Contractor shall be solely responsible for the costs of any repairs resulting from damages occurring as a direct or indirect result of the work performed by the Contractor and/or any subcontractor(s).

6.8 PROTECTION OF PERSONS AND PROPERTY. Although the Little Dreams Daycare will be vacated, the Tribal Center will be occupied for the duration of the project. Contractor is responsible for any necessary barricading and/or safety devices. The Contractor will be held liable for any damage caused to the building, its contents, and/or injury to its occupants, project grounds or landscape.

6.9 CODE COMPLIANCE. All materials, equipment and workmanship on this project shall conform to all applicable federal, state and local codes, including, but not limited to, applicable safety requirements.

6.10 CONTRACTOR'S PERSONNEL. The Contractor shall be responsible for the conduct and performance of its employees and shall ensure that Contractor employees comply with the following terms and conditions at the worksite:

6.10.1 Contractor employees will not engage in or exhibit loud or boisterous behavior. The workplace atmosphere should be calm, organized and as quiet as possible.

6.10.2 Contractor employees will not enter upon the premises of the Tribal Center while under the influence of or impaired by alcohol or drugs, nor shall they possess alcohol, drugs or commercial tobacco products while on the premises of the Tribal Center, including the parking areas.

6.10.3 Contractor employees will not interfere with the normal operations of the Tribal Center and its various departments.

6.10.4 Contractor employees will be courteous and respectful to staff, clients and visitors of the Tribal Center.

6.10.5 The Tribe reserves the right to demand and/or cause the removal of any Contractor employee or agent from the premises of the Tribal Center if the Tribe finds said employee or agent incompetent or careless or otherwise objectionable, or determines that there is probable cause to believe that said employee or agent has violated any term of this Section. The Contractor or the designated supervisory representative of the Contractor shall immediately remove such employee from the facility premises upon receipt of demand by the Tribe. Alternatively, the Tribe may request law enforcement assistance to effect removal.

6.11 ASSIGNMENT OF CONTRACT AND SUBCONTRACTING. No contract between a successful bidder/Contractor and the Tribe may be assigned by either party without the prior written consent of the other party, which consent may be given, withheld, or conditioned in the sole and absolute discretion of the party whose consent is sought. Further, the Contractor shall not subcontract for the performance of any of the services referenced in this RFP, or any portion of the project, without prior written approval obtained from the Tribe. In

the event that the Contractor desires to subcontract some part of the work specified herein, the Contractor shall furnish to the Tribe the name(s), qualifications and experience of its proposed subcontractor(s). No subcontractor may perform work on the project unless and until permitted to do so pursuant to written contract or agreement between the Contractor and the Tribe. The Contractor shall be as fully responsible for the acts and omissions of its subcontractors and/or persons either directly or indirectly employed by them, as it is for the acts and omissions of persons directly employed by the Contractor, and the Contractor shall assure compliance with all requirements of the Contract.

6.12 COMPLIANCE WITH LAWS. The successful bidder/Contractor will agree to abide by and comply with all applicable laws, rules, ordinances, regulations and administrative rulings of the Lac du Flambeau Band of Lake Superior Chippewa Indians, the United States, and the State of Wisconsin.

6.13 TERO COMPLIANCE. All bidders are advised that, under Lac du Flambeau Tribal Code Chapter 45, Employment Rights Ordinance, and pursuant to Article VI, Sections 1(a), (i), (n), (t), and (u) of the Tribal Constitution, all construction or non-construction contractors with the Tribe shall:

6.13.1 Promote the employment of Indian people in the private sector on or near the Reservation.

6.13.2 Provide Indian preference in employment in accordance with Federal law.

6.13.3 Combat employment discrimination against Indian people.

6.13.4 Provide preferences and opportunities for training of Indian people.

6.13.5 Notify the Tribal Employment Rights Office (TERO) when fulfilling contracts on or near the reservation.

6.14 MARKETING PROHIBITION. The successful bidder/Contractor shall not use the names of, or refer to, the Little Dreams Daycare or the Lac du Flambeau Band of Lake Superior Chippewa Indians in any marketing activity, nor will the successful bidder/Contractor use said names or references thereto in any endorsement of its firm, product, or service, without the written consent of the Tribe.

6.15 DEBARMENT AND SUSPENSION. No contract shall be made to parties listed on the General Services List of Parties Excluded from Federal Procurement or Non-procurement Programs In accordance with E.O.'s 12549 and 12689, "Debarment and Suspension." A list of excluded parties can be found at www.sam.gov. 2 CFR 180, 0MB Guidelines to Agencies on Government-wide Debarment and Suspension (Non-procurement), governs debarment and suspension of federal grantees and sub-grantees from receiving federal grant awards. Debarment and suspension can occur if federal grantees use federal funds wastefully or fraudulently. In order to ensure federal funds do not flow to excluded parties, federal agencies and grantees are required to check for excluded parties prior to opening bids or awarding.

6.16 INDEPENDENT CONTRACTOR STATUS. The Contractor shall be an independent contractor and neither the Contractor nor any individual employed by the Contractor and assigned to perform work pursuant to this RFP shall be an employee, agent, joint venturer, or partner of the Tribe for any purpose whatsoever, including, but not limited to, the application of the Federal Insurance Contribution Act, the Social Security Act, the Federal Employment Tax Act, the provisions of the Internal Revenue Code and the State Revenue and Taxation Code relating to income tax withholding at the source of income, workers' compensation insurance, unemployment compensation insurance, employment-related benefits, and third party liability claims.

6.17 INDEMNIFICATION. The successful bidder/Contractor shall indemnify, defend, and hold harmless the Tribe and its officers, officials, employees, agents and volunteers, from and against any and all claims, demands, expenses, losses, liabilities, causes of action, and the like, which are or may be asserted in any action by anyone, based upon any alleged personal injury, death, property damage or any loss that may occur, or may be alleged to have occurred, as a result of, relating to, arising out of, or in any way associated with, any act or omission of the Contractor, or any failure of the same to comply with any obligations set forth in this RFP and/or a Contract between the parties. The Contractor shall, at its own cost and expense, pay all costs incurred by the Tribe in connection therewith. If any judgment shall be rendered against the Tribe in any such action, the Contractor shall

satisfy and discharge the same without cost or expense to the Tribe. However, this indemnity shall not apply to loss or damage which was caused by the sole negligence or willful misconduct of the Tribe. The Contractor's indemnification responsibility under this section shall include the sum of damages, costs and expenses which are in excess of the sum of damages, costs and expenses which are paid out in behalf of or reimbursed to the Tribe and its officers, officials, employees, agents and volunteers by the insurance coverage obtained and/or maintained by the Contractor.

6.18 GOVERNING LAW AND VENUE. The successful bidder/Contractor shall consent and agree that any and all questions arising in connection with this RFP and/or any contract resulting therefrom shall be governed first by the laws and ordinances of the Lac du Flambeau Band of Lake Superior Chippewa Indians and second by federal and Wisconsin laws, if applicable. The successful bidder/Contractor shall further consent and agree to the jurisdiction of the Lac du Flambeau Band of Lake Superior Chippewa Tribal Court and that the venue for any legal proceeding relating to this RFP and/or any contract by and between the successful bidder/Contractor and the Tribe shall be the Lac du Flambeau Band of Lake Superior Chippewa Tribal Court.

6.19 SOVEREIGN IMMUNITY. The Lac du Flambeau Band of Lake Superior Chippewa Indians does not waive its Sovereign Immunity.