



REQUEST FOR PROPOSALS

For

Heating System Update

RFP NO. 18-DAP-002HS

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1. PURPOSE

The purpose of this Request for Proposal (RFP) is to solicit bid proposals from qualified vendors for the provision of making renovations to the Lac du Flambeau Domestic Abuse Shelter (hereinafter "DAP"), 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 "DAP" shall include the Lac du Flambeau Band of Lake Superior Chippewa Indians.

The successful bidder (Contractor) will enter into a renovation contract with DAP for a term commencing May 21, 2018 and ending June 29, 2018. The contract shall be a 100% performance contract, requiring the renovation to be performed to the satisfaction of DAP and in compliance with the specifications, scope of work and conditions set forth in this RFP that the renovation contractor entered into by and between the parties. The contractor will be expected, and required, to adhere to every term of this RFP along with all Local, State and Federal building codes, rulings, statutes and guidelines.

This RFP does not commit DAP to accept any proposal submitted. DAP 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. DAP reserves the right to select the bidder whose proposal and qualifications are the most advantageous to DAP. DAP 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, DAP. DAP is not responsible for any costs incurred by the respondents in the preparation of responses to this RFP. The terms "vendor", "bidder", "contractor" 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 Lac du Flambeau Domestic Abuse Shelter (DAP) is a Native American-operated domestic abuse shelter serving victims of domestic abuse and sexual violence. DAP is located at 157 Cedar Avenue in Lac du Flambeau, Wisconsin and is comprised of two sections; an administrative and shelter portion.

The administrative portion consists of 7 offices, conference room and storage and a bathroom.

The shelter portion consists of 5 apartments, laundry room, office, play area, living room, dining area and a full kitchen with a full basement under the apartments for storage and utilities.

3. RFP ADMINISTRATIVE PROCEDURES

3.1 RFP CONTACT/CONTRACT ADMINISTRATOR - The individual named below is the DAP Contract Administrator who will be responsible for administration of the renovation contract entered into by and between the successful bidder (Contractor), and DAP. The DAP 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 insure clear and accurate communication and avoidance of the appearance of impropriety, from the date of issuance of this RFP until the announcement of the successful bidder (Contractor), vendor 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 DAP other than the RFP Contact/Contract Administrator designated below, the vendor may be disqualified as a prospective bidder.

DAP RFP Contact/Contract Administrator: Dave Ramsey
LDF Domestic Abuse Shelter
PO Box 67
157 Cedar Avenue
Lac du Flambeau, WI 54538
Phone: 715-588-4448
Fax: 715-588-2313
Email: dramsey@ldftribe.com

3.2 RFP TIMETABLE - The dates set forth are subject to change, at the sole discretion of DAP:

<u>EVENT</u>	<u>DATE</u>
RFP ISSUED	Friday, May 4 th , 2018
Written Inquiry Deadline	4:00pm central, May 23 rd , 2018
Response from Contract Administrator	By 4:00pm central, May 25 th , 2018
Proposals/Bids Due	12:00pm central, Wednesday, May 30 th , 2018
Bid Opening and Notice of Award	Friday, June 1 st , 2018 – Closed Bid Opening
Begin Contract Performance	Monday, June 11 th , 2018
Contract Completion	Friday, June 30 th , 2018

3.3 DUTY TO EXAMINE AND INQUIRES REGARDING RFP -

3.3.1 It is the responsibility of each bidder to examine the entire RFP, including all addenda, seek clarification in writing (inquires), and examine their 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 after the Proposal due date and time, nor shall it give rise to any contract claim. It is further the responsibility of each bidder to examine the premises of DAP for the purpose of Proposal preparation, to the extent the bidder deems necessary.

3.3.2 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 mailing address or email address noted above. Verbal inquiries will NOT be accepted. **The RFP Contact must receive all inquiries by U.S Mail, hand delivery or email, no later than 12:00pm (local Time), Wednesday, May 16, 2018.** The DAP's written responses to questions and comments will not identify the submitter and will be sent within two (2) calendar days of the date proposals are due to all known vendors/prospective bidders.

3.4 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 superseded all previous RFP's and all proposals, oral and written, and all negotiations, conversations, communications and discussions heretofore and between the parties, related to the subject matter of this RFP.

3.5 AMENDMENT OF RFP - DAP 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 the Tribal Council. All submitted proposals/bids must include acknowledgment of the addenda.

3.6 SUBMISSINON OF PROPOSAL - Every proposal submitted must include the following:

3.6.1 DOCUMENTS

- a. The original proposal.
- b. Five (5) copies of proposal.
- c. A current, accurate and signed W-9.
- d. A current and signed Insurance certificate listing Professional Liability and Worker's Compensation.

3.6.2 Affidavit -

- a. Due to strict security requirements, a signed and notarized affidavit attesting that no employee, agent or subcontractor used to perform under this RFP, if such contract is awarded, has been convicted of any Domestic Abuse, Sexual Assault or crimes against vulnerable persons and that each employee, agent or subcontractor will sign a confidentiality form prohibiting them from speaking, disseminating, communicating or discussing the nature and location of DAP, release of client names or purpose for which a client may be present.

3.7 REJECTION OF PROPOSALS - Notwithstanding any other provision of this RFP, at any time prior to the execution of the written DAP Renovation Contract, DAP 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 interest of DAP.

3.8 COSTS OF PREPARING PROPOSALS - The costs of preparing the proposal are the sole responsibility of the vendor. DAP 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.

3.9 OPENING OF PROPOSALS - **The proposals will be opened during a CLOSED BID OPENING on Friday, May 18, 2018 at 1:00 pm (local time), at the office of the Tribal Human Resources Department Director.** At that time, the names of the vendors who submitted timely proposals will be announced verbally. Announcement of the name of a vendor who submitted a proposal is not a guarantee that the proposal complies with the specifications and requirement of this RFP.

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

3.11 VALIDITY OF PROPOSALS - All proposals shall be valid for a period of sixty (60) business days following the date on which the proposals are due.

3.12 BIDDER REPRESENTATION -

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

3.12.2 By submitting a bid, bidder certifies that bidders 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 and payment, loan, subscription, advance deposit of money, services or anything of more than nominal value, present or promised, unless consideration of substantially equal of greater value was exchanged.

3.13 NATIVE AMERICAN PREFERENCE REQUIREMENT - The work to be performed under this proposal is subject to Lac du Flambeau Tribal Code Chapter 13, Procurement and Property Management, Section 13.107, Indian Preference, 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 required 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 organization 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), of a "Tribal Organization," (the recognized governing body of any Native American Tribe). SEE: Lac du Flambeau Tribal Code Chapter 13, Procurement and Property Management, sec. 13.107, Indian Preference.

3.14 PROPOSAL EVALUATION AND RESOURCE OF INFORMATION -

3.14.1 Proposals that are timely submitted and comply with the mandatory requirement of this RFP (DAP reserves the right to waive any minor informalities, at its sole discretion) will be evaluated by the RFP Committee with respect to the evaluation criteria listed below. The evaluation factors are listed in their relative order of importance:

1. Capacity/Experience/Reputation of Vendor
2. Bid Price
3. Conformation to Terms and Conditions
4. Native American Preference
5. Method of Approach

3.14.2 DAP 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 DAP all such information and data as may be requested. DAP also reserves the right to obtain, from any and all sources, information concerning a bidder or bidder's services or personnel, to make such reasonable investigation as DAP 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. DAP may use any of this information to evaluate a bidder's proposal.

3.15 AWARD AND NOTIFICATION -

3.15.1 Any contract resulting from this RFP will not necessarily be awarded to the vendor with the lowest price/bid. DAP will award the contract to the responsible vendor submitting the bid/proposal that DAP deems most advantageous to DAP. **NOTE: Any contract resulting from this RFP will not be in force and affect for any purposes unless and until it is approved by the Lac du Flambeau Tribal Administrator, Chief Financial Officer and Department Director, pursuant to section 13.102 of the Lac du Flambeau Tribal Ordinances.**

3.15.2 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 DAP decision to not select.

3.15.3 DAP 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 DAP. The successful bidder (Contractor) may be required to attend a post-award meeting with DAP to discuss the terms and conditions of the Renovation Contract. Negotiation and execution of contract with the successful bidder (Contractor) shall be complete not more than thirty (30) days from the 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 request 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, EIN Number and 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 DAP Contract Administrator to address and resolve contract and performance issues.
- 4.3.3 Describe and demonstrate in writing bidders plan for compliance with the Tribal Drug Free Workplace Policy, including bidders specific plan for ensuring that no owner, officer, employee, agent, assignee or subcontractor of bidder is in possession of alcohol, commercial tobacco products, controlled substances, or prescription drugs not prescribed for said individual, or is under the influence of alcohol or any controlled substance, while on the DAP premises, including parking lots. Further describe how bidder will ensure that DAP will be provided copies of drug test (urine, blood or hair toxicology) result reports pertaining to bidders owners, officers and employees who will be involved in provision of performing under the contract.
- 4.3.4 List two (2) entities, either commercial or governmental, to which bidder has provided renovation work, or similar work, in the past 24 months. For each entity, include the name, address and telephone number of the point of contact, the length of service, a description of the services provided, and, if services were completed within budget, on time and satisfactorily to such entity.
- 4.3.5 State whether, during the preceding three-year period, bidder has terminated a contract prior to the expiration of the stated contract term or has had a contract terminated by the other party prior to its stated term expiration; provide a description of the facts and circumstances of each termination; provide the name, address and telephone number(s) of a contact person for the entity with whom bidder had the contract.
- 4.3.6 The submission of additional pertinent information beyond the requirement of this RFP is acceptable.

4.4 BID -

4.4.1 The base bid includes ALL labor, material, equipment, overhead, profit, service, permit fees and incidental costs necessary for the successful performance and completion of work as described in the Scope of Work, as indicated on the Offer and Acceptance form.

4.4.1.1 Each bidder shall submit a FIXED PRICE for which bidder agrees to provide all necessary work to satisfy terms of this RFP.

4.5 ACCEPTANCE OF AND EXCEPTION TO TERMS AND CONDITIONS -

4.5.1 Each bidder shall specifically stipulate that the proposal submitted by the bidder signifies the acceptance of all terms and conditions state in the 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 section(s) and paragraph(s) constituting the exception 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 contact. Any and all exception(s) 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 -

The offer and acceptance form accompanying this RFP shall be submitted with the proposal and shall include a signature by a person authorized to sign the proposal. The signature shall signify the bidder’s intent to be bound by the proposal submitted by the bidder and the terms of the RFP and that the information provided is true, accurate and complete. Failure to submit verifiable evidence of intent to be bound, such as an original signature, may result in rejection of proposal.

5. SCOPE OF WORK

5.1 HEATING

5.1.1 Determine root cause for unbalanced heat within DAP (some areas always hot, while other areas extremely cold)

5.1.2 Installation of necessary components to rectify the root cause which may include, new duct work, dampers, thermostats, etc.

5.1.3 Installation of dryer two (2) pas through dryer vents on the back wall and to the left of the window in a similar fashion as the previous vents were (step 5.2.2)

5.1.4 Repair of drywall where old dryer outlets were located (step 5.1.1) by patching with the use of drywall, tape, mud and paint, or if not feasible, placing such a cover over existing outlets to make them inoperable and labeled as such.

5.2 **General**

- 5.2.1 Maintain a clean and secure job site at ALL times site from beginning to end as children are present
- 5.2.2 Ensure area is kept clean of all debris and dust which is disposed of properly on as a needed basis, but at minimum upon leaving for the day
- 5.2.3 Ensure dust or particulates are not drawn into heating ducts
- 5.2.4 Ensure dust or particulates are not carried air-borne and spread throughout the building.
- 5.2.5 At NO times will any individual associated with this RFP, and possible contract, enter an individual's apartment or private area without the tenants permission and without being escorted by a DAP staff member.

6. REQUIREMENTS

- 6.1 The contractor shall employ a sufficient number of experienced and licensed electricians, plumbers and carpenters to adequately perform the services specified herein, at the frequency specified herein, and at the standard specified herein. The contractor shall consider and plan for appropriate labor resources in the event of illness, vacation, strikes and other lost time events, so that performance to DAP continues uninterrupted.
- 6.2 The Contractor shall ensure that every contractor employee deployed at DAP will receive adequate training prior to working at DAP. The contractor shall provide to DAP documentation establishing proof of such training with regard to each Contractor employee working at DAP and shall certify that such training includes, but is not limited to, the following:
 - 6.2.1 CPR
 - 6.2.2 OSHA General Safety
 - 6.2.3 OSHA Electrical Safety
 - 6.2.4 Drug Free Workplace Policy
- 6.3 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 DAP:
 - 6.3.1 Contractor employees will not engage in or exhibit loud, boisterous or profane behavior.

- 6.3.2 Contractor employees will not enter upon the premises, including the parking lot, while under the influence of, or impaired by, alcohol or drugs, nor shall they possess alcohol or drugs while on the premises of DAP, including the parking lot. Commercial tobacco products are not allowed on the premises of DAP; however, it would be acceptable for Contractor employees to leave them in their vehicles, out of plain sight.
- 6.3.3 Contractor employees shall not interfere with the normal operations of DAP.
- 6.3.4 Contractor employees shall be courteous and respectfully to staff, clients and visitors of DAP.
- 6.3.5 Contractor employees shall not disturb, touch or move papers or any other items in client's apartments, living areas, kitchen or administrative offices, to include storage areas. If items need to be moved, the Contractor employee will notify the Contractor Administrator prior to doing so and will relocate the items to their original location when complete.
- 6.4 DAP reserves the right to demand and/or cause the removal of any Contract employee or agent from the premises, including the parking lot, if DAP finds said employee or agent to be incompetent, 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, including entering a client's apartment.
 - 6.4.1 DAP reserves the right to have said employee removed and charged with trespassing if said employee enters a client's apartment without permission or without being properly escorted.
- 6.5 **WORK SCHEDULE** - DAP's normal administrative work hours are from 7:30 am to 4:30 pm (local time). All Contractor work shall be scheduled to coincide with these hours.
- 6.6 **WORK SITE DAMAGES** - Any damage to existing utilities, equipment, furniture, structures, or parking lot caused by any act of the Contractor or the Contractor's employee shall be repaired to the satisfaction of DAP at the Contractor's expense.
- 6.7 **INSURANCE** -
 - 6.7.1 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 contact is awarded.
 - 6.7.1.1 General Liability coverage - Minimum of \$1,000,000 per person per occurrence; \$1,000,000 property damage; \$5,000 medical expense; \$2,000,000 aggregate.
 - 6.7.1.2 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.
 - 6.7.1.3 Auto Insurance Coverage – Minimum liability \$250,000.00 per accident.

- 6.7.1.4 Shall any incident involve an insurance claim and said insurance does not cover said incident the Contractor shall be responsible for any monetary damage above the insurance coverage.
- 6.7.1.5 The bidder certifies that they, and any of their subcontractors, will maintain this insurance coverage during the entire term of the contract and that all insurance coverage will be provided by a reputable insurance company, authorized to sell insurance in Wisconsin by the Wisconsin Office of the Commissioner of Insurance.
- 6.7.1.6 The Contractor shall furnish to the DAP Contract Administrator Certificates of Insurance prior to commencement of work and, upon request, at any time during the contract performance.
- 6.7.1.7 The Contractor will give DAP 10-days written notice prior to modifying any insurance obtained and/or maintained as required by the contract and this provision. DAP may object to the modification within 10 days of receiving the notice.
- 6.8 **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.
- 6.9 **CONFIDENTIALITY** - The successful bidder/Contractor shall, as shall all employees and sub-contractors and their employees, sign a Confidentiality Agreement upon request, that DAP deems necessary and appropriate barring all who sign from communicating, speaking of, or sharing such sensitive information as listed on such Confidentiality Agreement and have in place rules to ensure such sensitive material is not divulged.
- 6.10 **MARKETING PROHIBITION** - The successful Bidder/Contractor shall not use the name of, or refer to, the Lac du Flambeau Band of Lake Superior Chippewa Indians or DAP in any marketing activity, nor will the successful Bidder/Contractor use said name or reference thereto in any endorsement of its company, products or service, without the written consent of DAP and the Lac du Flambeau Band of Lake Superior Chippewa Indians.
- 6.11 **DRUG-FREE WORKPLACE** -
- 6.11.1 During the performance of a contract awarded pursuant to this RFP, the Contractor shall agree to:
- 6.11.1.1 Provide a drug free workplace for the Contractors employees.
- 6.11.1.2 Advise all of Contractors employees that DAP and all related work sites are drug free workplaces.
- 6.11.1.3 Post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a

controlled substance is prohibited in the Contractor's workplace and the DAP facility, and specifying the actions that will be taken against employees for violations of such prohibitions.

- 6.11.1.4 Provide training to Contractor's employees regarding the dangers of drug and alcohol abuse in the workplace, and the goal of a safe working environment.
 - 6.11.1.5 Ensure that Contractor employees do not enter upon the premises of DAP while under the influence of or impaired by alcohol or drugs, or possess alcohol, drugs or commercial tobacco products while on the premises of DAP, including the parking areas.
 - 6.11.1.6 Upon request from DAP, immediately remove from the premises of DAP and associated facilities, including parking lots, any of Contractor's employees whom DAP believe to be impaired by alcohol or a controlled substance, or in possession of alcohol or a controlled substance. Said employee will NOT be permitted to return to work at DAP until the Contractor provides to DAP results of a urine toxicology or another drug test acceptable to DAP, indicating that the employee is drug free.
- 6.11.2 For the purposes of this section, "*drug-free workplace*" means a site for the performance of work done in connection with a specific contract awarded to a contractor, the employees of whom are prohibited from engaging in the unlawful manufacture, sale, distribution, dispensation, possession or use of any controlled substance or marijuana during the performance of the contract, and are further prohibited from entering upon the premises of the workplace while under the influence of, impaired by, or in possession of alcohol or a controlled substance.
- 6.12 **ACCESS TO RECORDS AND DOCUMENTS** - The successful Bidder/contractor shall agree to allow DAP access to such records and documents as DAP shall request, including, but not limited to, urine toxicology and other drug test results pertaining to the Contractor and employees of the Contractor, for the purpose of confirming compliance with the terms and conditions of this RFP and any contract entered into by and between the parties. DAP agrees to maintain the confidentiality of any records reviewed, except as may be necessary to defend against any claim of breach of any contract by and between the parties or any other cause of action.
- 6.13 **INDEMNIFICATION** - The successful Bidder/Contractor shall indemnify, defend, and hold harmless the Tribe and DAP and their respective officers, officials, employees, agents and volunteers, from and against any and all claims, demands, expenses, losses, liabilities, cause of action, and the like, which are or may be asserted in any action by anyone, based upon any alleged personal injury, death or property damage 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 obligation set forth in the RFP and/or renovation contract. The Contractor shall, at its own cost and expense, pay all costs incurred by DPA and/or the

Tribe in connection therewith. If any judgment shall be rendered against the Tribe and/or DAP in any such action, the Contractor shall satisfy and discharge the same without cost or expense to the Tribe or DAP. However, this indemnity shall not apply to loss of damages which were caused by the sole negligence or willful misconduct of DAP.

- 6.14 **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 contract arising therefrom, shall be governed first by the laws and ordinance of the Lac du Flambeau Band of Lake Superior Chippewa Indians and second by Federal and State of 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 contract by and between the successful bidder/Contractor and DAP shall be the Lac du Flambeau Band of Lake Superior Chippewa Tribal Court.
- 6.15 **SOVEREIGN IMMUNITY** - The Lac du Flambeau Band of Lake Superior Chippewa Indians does not waive its Sovereign Immunity.

7. DEBARMENT AND SUSPENSION (E.O.s 12549 and 12689)

- 7.1 No contract shall be made to parties listed on the General Services List of Parties Excluded from Federal Procurement or Nonprocurement 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, OMB Guidelines to Agencies on Government-wide Debarment and Suspension (Nonprocurement), 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.