

**LAC DU FLAMBEAU BAND  
OF  
LAKE SUPERIOR CHIPPEWA INDIANS**



**REQUEST FOR PROPOSALS**  
for  
**SUBMERSIBLE COMMUNITY WELL PUMP  
REPLACEMENT**

RFP NO. 24-LDF-033

## 1. PURPOSE

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This Request for Proposals (hereinafter referred to as the "RFP") is issued by 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 referred to as the "Tribe"). The Tribe is soliciting bid proposals from qualified, reputable independent contractors for the removal and replacement of existing submersible well pumps and accessories for five (5) community groundwater wells. Three of the wells (nos. 6, 7, and 8) are located at 1960 Old Prairie Road in Lac du Flambeau, Wisconsin, and two (nos. 9 and 10) are located at 553 Chicog Street, in Lac du Flambeau, Wisconsin. *The specific locations of the wells are depicted on the well location maps attached hereto.*

The wells were constructed in 2009 and contain the original well pumps, drop pipe, and appurtenances. The Tribe would like to remove and replace the well pumps and inspect the condition of the drop pipe, submersible pump cable and airline tubing. Based on the condition of the existing drop pipe, submersible pump cable and airline tubing, the Tribe may request the contractor to replace them also.

The following documents are attached hereto and incorporated into this Request for Proposals as though fully set forth:

- ◆ Bid Schedule
- ◆ Indian Health Service Specifications, Section 02521 (Community Well Pumps and Accessories)
- ◆ Well Location Maps
- ◆ Well Construction Record Drawings

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 replacing well pumps. The successful 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," 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. RFP ADMINISTRATIVE PROCEDURES

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### 2.1 PROJECT ADMINISTRATION.

**2.1.1** The Tribe is the Owner of the community water system. The company completing the work will contract directly with the Tribe for the services to be rendered. The Tribe's contact for contract administration for this project is:

EMERSON COY, Planning Director  
Planning Department  
P.O. Box 67

Lac du Flambeau, WI 54538  
Office: 715-588-4252  
Email: [ecoy@ldftribe.com](mailto:ecoy@ldftribe.com)

**2.1.2** Project management will be handled by the Indian Health Service Engineer assigned to the project:

NATHAN KOHNHORST, Engineer  
Indian Health Service  
129 North Brown Street  
Rhineland, WI 54501  
Office: 715-365-5117  
Email: [nathan.kohnhorst@ihs.gov](mailto:nathan.kohnhorst@ihs.gov)

**2.1.3** Onsite coordination of the work will be handled by the Lac du Flambeau Water and Sewer Department.  
The contact is:

SCOTT VALLIERE, Utilities Director  
P.O. Box 67  
418 Little Pines Road  
Lac du Flambeau, WI 54538  
Office: 715-588-7887  
Cell: 715-614-6394  
Email: [svalliere@ldftribe.com](mailto:svalliere@ldftribe.com)

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

EVENT	DATE
RFP Issued	On or Before March 3, 2024
Proposals/Bids Due	4:00 P.M. Local Time, March 27, 2024
Bid Opening:	9:00 A.M. Local Time, March 28, 2024
Notice of Award Issued	To Be Announced
Begin Contract Performance	Not Before April 15, 2024
Substantial Completion	By May 31, 2024

- 2.3 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.
- 2.4 DUTY TO EXAMINE WORK SITES.** It is the responsibility of each bidder to examine the work sites, i.e. community groundwater wells, as depicted on the attached Location Maps, for the purpose of proposal preparation, to the extent bidder deems necessary. Site visits are recommended and can be arranged through Scott Valliere, Utilities Director (715-588-7887, [svalliere@ldftribe.com](mailto:svalliere@ldftribe.com)).
- 2.5 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 Contract Administrator or Project Engineer at the physical addresses or email addresses noted above. Verbal inquiries will not be accepted.
- 2.6 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. 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.

- 2.7 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.
- 2.8 SUBMISSION OF PROPOSAL.** ***Every proposal submitted must include an original and three (3) 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 not later than 4:00 P.M. (local time), Wednesday, March 27, 2024. 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: "RFP FOR REPLACEMENT OF WELL PUMPS." 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.**
- 2.9 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.
- 2.10 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.
- 2.11 OPENING OF PROPOSALS.** The proposals will be opened during a CLOSED BID OPENING on Thursday, March 28, 2024 at 9:00 o'clock A.M. (local time), or as soon thereafter as practicable.
- 2.12 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.
- 2.13 PROPOSALS PROPERTY OF THE 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.
- 2.14 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.
- 2.15 BIDDER'S REPRESENTATIONS.**
- 2.15.1** By submitting a bid, bidder certifies that bidder is authorized to conduct business in the State of Wisconsin.
- 2.15.2** By submitting a bid, bidder certifies that bidder is experienced and qualified to perform the services required by this RFP, and properly staffed, organized and financed to perform such services and to commence such services immediately.
- 2.15.3** 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.

**2.15.4** 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.

**2.16 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 (25 U.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.

**2.17 PROPOSAL EVALUATION AND SOURCES OF INFORMATION.**

**2.17.1** 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.

**2.17.2** 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.

**2.18 AWARD AND NOTIFICATION.**

**2.18.1** 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.

**2.18.2** 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.

- 2.18.3** 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.

### **3. CONTENT AND FORMAT OF PROPOSAL**

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- 3.1 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.
- 3.2 FORMAT.** Proposals shall be prepared on 8.5" x 11" paper, single sided. A proposal submission must include an original and three (3) copies of the proposal, including all attachments.
- 3.3 CONTENT.** Each proposal shall respond completely to the following questions and requests for information:
- 3.3.1** 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.
- 3.3.2** 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.
- 3.3.3** Please describe bidder's qualifications with respect to this project.
- 3.3.4** Provide a list of three (3) current references for three (3) individual projects of similar size, scope, and complexity which were completed within the past five (5) years. List shall be accompanied by the following supportive documentation:
- 3.3.4.1** Detailed project narrative description, including date of completion, project description and work performed.
- 3.3.4.2** Graphics, maximum of three (3) per project (photographs, maps, drawings etc.).
- 3.3.4.3** Provide a contact name, phone number, and email address for the main point of contact for each project.
- 3.3.5** If any of the following has occurred with respect to bidder, please describe in detail the circumstances for each occurrence:
- 3.3.5.1** Failure to enter into a contract after having been selected as the successful bidder.
- 3.3.5.2** Withdrawal of a proposal on any project as the result of an error.
- 3.3.5.3** Termination of or failure to complete a contract.
- 3.3.5.4** Involvement in litigation, arbitration, or mediation on any contract.
- 3.3.5.5** Knowing concealment of any deficiency in the performance of a contract.

**3.3.5.6** Submission of a fraudulent or incorrect invoice relating to a contract.

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

**3.3.5.8** Debarment from bidding or performing public works projects.

**3.3.6** The submission of additional pertinent information beyond the requirements of this RFP is acceptable.

**3.5 BID.**

**3.5.1** *Please see and complete attached BID SCHEDULE.* Bidder shall specify a unit price in figures for each pay item for which a quantity is given and show the total price for each pay item. The basis for payment with respect to each pay item is set forth below:

**3.5.1.1 Well Pumps - Main Pumphouse (Well Nos. 9 and 10):**

**3.5.1.1.1 Measurement:** Each.

**3.5.1.1.2 Basis for Payment:** Includes, but is not limited to, the labor and equipment for the removal of two (2) existing submersible well pumps and accessories and the procurement and provision of two (2) new 7-hp submersible well pumps and labor, equipment and accessories for the installation of the well pumps, drop pipe, check valves, airline, submersible pump cable and disinfection of the well per WI state code and *the specifications attached hereto and incorporated herein as though fully set forth.* **NOTE:** Condition of the existing galvanized drop pipe, check valves, submersible pump cable, and airline will determine if they will be replaced with new.

**3.5.1.2 Well Pumps - West Pumphouse (Well Nos. 6, 7 and 8):**

**3.5.1.2.1 Measurement:** Each.

**3.5.1.2.2 Basis for Payment:** Includes, but is not limited to, the labor and equipment for the removal of three (3) existing submersible well pumps and accessories and the procurement and provision of three (3) new 15-hp submersible well pumps and labor, equipment and accessories for the installation of the well pumps, drop pipe, check valves, airline, submersible pump cable and disinfection of the well per WI state code and *the specifications attached hereto and incorporated herein as though fully set forth.* **NOTE:** Condition of the existing galvanized drop pipe, check valves, submersible pump cable, and airline will determine if they will be replaced with new.

**3.5.1.3 3-Inch Drop Pipe - Main Pumphouse:**

**3.5.1.3.1 Measurement:** Linear Foot.

**3.5.1.3.2 Basis for Payment:** Includes, but is not limited to, the procurement and delivery to site of galvanized steel drop pipe, check valves and PE airline *per the specifications attached hereto and incorporated herein as though fully set forth.* **NOTE:** Condition of the existing galvanized drop pipe, check valves, and airline will determine if they will be replaced with new.

**3.5.1.4 4-Inch Drop Pipe - West Pumphouse:**

**3.5.1.4.1 Measurement:** Linear Foot.

**3.5.1.4.2 Basis for Payment:** Includes, but is not limited to, the procurement and delivery to site of galvanized steel drop pipe, check valves and PE airline *per the specifications attached hereto and incorporated herein as though fully set forth*. **NOTE:** Condition of the existing galvanized drop pipe, check valves, and airline will determine if they will be replaced with new.

**3.5.1.5 Submersible Pump Cable:**

**3.5.1.5.1 Measurement:** Linear Foot.

**3.5.1.5.2 Basis for Payment:** Includes, but is not limited to, the procurement and delivery to site of submersible pump cable *per the specifications attached hereto and incorporated herein as though fully set forth*. **NOTE:** Condition of the existing submersible pump cable will determine if it will be replaced with new.

**3.5.1.6 Mobilization/Demobilization:**

**3.5.1.6.1 Measurement:** Lump Sum.

**3.5.1.6.2 Basis of Payment:** Shall include mobilization and demobilization costs for all materials, equipment and personnel to complete the work *per the specifications attached hereto and incorporated herein as though fully set forth*. **Bidder shall account for multiple site visits to accomplish the work so that no more than one well at each site is offline at a time.**

**3.6 ACCEPTANCE OF AND EXCEPTIONS TO TERMS AND CONDITIONS.**

**3.6.1** Subject to subsection 3.6.2, next, by submitting a proposal, bidder signifies that bidder acknowledges, accepts and agrees to all terms, conditions and provisions set forth in this RFP.

**3.6.2** 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.

**3.7 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.

**4. SCOPE OF WORK**

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**4.1** The work to be performed by the successful bidder (Contractor) is set forth in the *Indian Health Service Specifications, Section 02521 (Community Well Pumps and Accessories)* attached hereto and incorporated herein as though fully set forth. The Contractor must perform the full range of services related to the provision and replacement of the five (5) submersible community well pumps. This project will include, but not be limited to, the following tasks, to be performed by the Contractor:

**4.1.1** Remove existing submersible well pump, drop pipe, check valves and submersible pump cable from each well. Inspect the drop pipe, check valve(s), PE airline and submersible pump cable. Recommend replacement if advisable.



**4.1.2** Procure and install new submersible pumps and motors as specified in the *Indian Health Service Specifications, Section 02521 (Community Well Pumps and Accessories)* attached hereto and incorporated herein as though fully set forth. Procure and install accessories as deemed necessary and agreed to by the Tribe after removal and inspection. These accessories shall include:

**4.1.2.1** Drop Pipe.

**4.1.2.2** Check Valves.

**4.1.2.3** Submersible Pump Cable.

**4.1.2.4** Flexible PE Airline.

**4.1.3** Disinfect the wells and accessories as specified in the *Indian Health Service Specifications, Section 02521 (Community Well Pumps and Accessories)* attached hereto and incorporated herein as though fully set forth. Obtain (2) bacteriological samples from each well, 24 hours apart, and submit to a state certified testing lab.

**4.1.4 NOTE:** Only a single well at each pumphouse can be removed from service at a time. As soon as two (2) safe bacteriological sample test results are received for a given well from the certified testing lab, the well can be brought back online. All coordination relative to removing/returning the wells from/to service will be between the Contractor and the Water & Sewer Department.

**4.2** All work must be performed in compliance with applicable state and federal laws and regulations and Tribal ordinances.

**4.3** The Water & Sewer Department will electrically and physically isolate each well from the applicable treatment facility, when needed, during the project. The Water & Sewer Department will also return the wells to service as applicable when the conditions of the specifications are met.

**4.4** Upon reasonable notice, the Water & Sewer Department will make available to the Contractor a Water & Sewer Department employee with a working knowledge of the community water system, to provide general information about the system, as necessary.

## **5. NOTICES TO BIDDERS AND REQUIREMENTS**

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### **5.1 INSURANCE.**

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

**5.1.1.1** Comprehensive General Liability Coverage: Minimum of \$1,000,000 per occurrence and \$2,000,000 annual aggregate for property damage and personal injury.

**5.1.1.2** Professional Liability/Errors and Omissions Coverage: \$1,000,000 each claim made and \$1,000,000 annual aggregate.

**5.1.1.3** 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.

**5.1.1.4** Excess/Umbrella Liability Coverage: \$1,000,000.

**5.1.1.5** 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.

- 5.1.2 The bidder further certifies that it and all 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.
- 5.1.3 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.
- 5.1.4 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.

5.2 **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.

5.3 **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.

5.4 **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. In the event that the Contractor desires to subcontract some part of the work specified herein, the Contractor shall furnish to the Tribe the names, qualifications and experience of its proposed subcontractor(s). 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.

5.5 **MARKETING PROHIBITION.** The successful bidder/Contractor shall not use the names of, or refer to, the Lac du Flambeau Band of Lake Superior Chippewa Indians or any entity thereof, in any marketing activity, nor will the successful bidder/Contractor use said name or reference thereto in any endorsement of its firm, product, or service, without the written consent of the Tribe.

5.6 **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](http://www.sam.gov). 2 CFR 180, OMB 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.

5.7 **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.

5.8 **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.

- 5.9 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.
- 5.10 SOVEREIGN IMMUNITY.** The Lac du Flambeau Band of Lake Superior Chippewa Indians does not waive its Sovereign Immunity.

BID SCHEDULE

LAC DU FLAMBEAU BAND OF LAKE SUPERIOR CHIPPEWA INDIANS

SCHEDULE A - SUBMERSIBLE WELL PUMP REPLACEMENT

ITEM	DESCRIPTION	QTY	UNIT	UNIT PRICE	TOTAL PRICE
1.	Well Pumps - Main Pumphouse	2	EA	\$ _____	\$ _____
2.	Well Pumps - West Pumphouse	3	EA	\$ _____	\$ _____
3.	3-inch Drop Pipe - Main Pumphouse	66	LF	\$ _____	\$ _____
4.	4-inch Drop Pipe - West Pumphouse	138	LF	\$ _____	\$ _____
5.	Submersible Pump Cable	264	LF	\$ _____	\$ _____
6.	Mobilization/Demobilization	1	LS	\$ _____	\$ _____
				<b>Total Sch A</b>	<b>\$ _____</b>

\_\_\_\_\_  
Position and Company

NOTE TO OFFERORS:

The offeror must submit a proposal on ALL items of the schedule as award will be made in aggregate.

The estimated quantities of individual items may be increased or decreased as required to accommodate actual conditions at the site by the Tribe's Representative at the unit bid price.

In no event shall the total value of the work performed exceed the total contract amount without prior written approval of the Tribe.

The contractor shall be paid for actual quantities installed..

**SECTION 02521**  
**COMMUNITY WELL PUMPS AND ACCESSORIES**

**PART 1 - GENERAL**

**1.01 SUMMARY**

- A. This section includes removing existing well pumps (5 total) and the furnishing and installation of submersible well pumps, submersible pump cable, drop pipe and other appurtenances associated with community wells.

**1.02 REFERENCES**

- A. ASTM A53 – Pipe, Steel, Black and Hot Dipped, Zinc-Coated Welded and Seamless.
- B. National Electric Code
- C. Wisconsin Administrative Code NR 811 and NR812
- D. Well Logs – Refer to Appendix A

**1.03 SUBMITTALS**

- A. Submersible Well Pumps
- B. Submersible Cable
- C. Drop Pipe
- D. Check Valve
- E. Air Line

**1.04 SPECIAL WARRANTY REQUIREMENTS**

- A. Include the following information on the warranty:
  - 1. Name and address of the dealer.
  - 2. Pump model and serial number.
  - 3. Motor serial number.
  - 4. Date of installation.
  - 5. Signature of dealer.

**1.05 ACCEPTANCE**

- A. Work covered by this section will not be accepted until the disinfection connected with the work has been completed satisfactorily.

## **PART 2 – PRODUCTS**

### **2.01 SUBMERSIBLE PUMPS**

#### **A. Main Pumphouse (2 pumps)**

1. Each pump capable of providing 70 gpm against 163 feet of head.
2. Provide two (2) pumps equal to Goulds Model 70J05, 5 HP, 460V, three-phase Franklin Electric motor.

#### **B. West Pumphouse (3 pumps)**

1. Capable of providing 170 gpm against 268 feet of head.
2. Provide three (3) pumps equal to Goulds Model 160L15, 15 HP, 460V, three-phase Franklin Electric motor.
3. The well pump motors shall have a full load output of 20.8 amps and a service factor of 23.7 amps. The motors shall not operate into the service factor of 1.14.

### **2.02 SUBMERSIBLE CABLE**

- A. Manufactured in accordance with the National Electric Code.
- B. RHW or TW insulated and jacketed.
- C. U.L. Listed.
- D. Rated at 600 volts.
- E. Sized for 3-percent maximum voltage drop from electrical service to pump motor.
- F. Equal to Essex CPE submersible pump cable, MilSpec Milpreme rubber double insulated submersible pump cable, or Centriline HILO Supreme submersible pump cable.
- G. Include proposed wire sizing as part of submittal

### **2.03 DROP PIPE**

- A. Conform to ASTM A53.
- B. Schedule 40 galvanized.

- C. 3-inch for wells #9 and #10 (Main pumphouse).
- D. 4-inch for Wells #6, #7, and #8 (West pumphouse).
- E. Pipe connectors: galvanized steel or malleable iron couplings.

#### 2.04 CHECK VALVE

- A. Heavy-duty brass check valve sized to match drop pipe.
- B. Equal to Maas Midwest 530

#### 2.05 AIR LINE

- A. ¼-inch PE tubing

### **PART 3 - EXECUTION**

#### 3.01 PUMP, SUBMERSIBLE PUMP CABLE, DROP PIPE, CHECK VALVE, AND AIR LINE INSTALLATION

- A. Only a single well at each facility can be removed from service at a time. Once (2) safe bacteriological samples are received for each well, the well can be brought back online. All coordination on removing/returning the wells from/to service will be between the Contractor and the Water & Sewer Department.
- B. Remove existing pump, drop pipe, airline and submersible cable for well.
- C. Inspect the drop pipe, check valve(s), PE airline and submersible pump cable. Replace with new as applicable and with approval of the Water & Sewer Department.
- D. Install pump with the following length of drop pipe for each well:
  - 1. Main Pumphouse Wells:
    - a. Well #9: 34 feet of 3-inch.
    - b. Well #10: 32 feet of 3-inch.
  - 2. West Pumphouse Wells:
    - a. Well #6: 46 feet of 4-inch.
    - b. Well #7: 46 feet of 4-inch.
    - c. Well #8: 46 feet of 4-inch.
- E. Install check valves directly above each pump.
- F. Air line tubing installation:

1. Securely attach air-line tubing to drop pipe at 10 foot intervals using tape.
  2. Attach air-line tubing to existing airline test block.
  3. Measure, record, and provide to the Water & Sewer Department the exact length of the installed air-line tubing.
- G. Securely attach submersible pump cable to the drop pipe at 10-foot intervals using tape.
1. Splice the pump cable at the motor using taped, mechanical, or resin splices in accordance with manufacturer's recommendations.
  2. Make splice waterproof.
  3. No other splices will be allowed.
- H. Provide 12 inches of slack pump cable to the top of the well casing.
- I. Test cable for leakage or shorts using an ohmmeter or megger in the presence of an IHS representative.
- J. Verify and record pump volts and amps.
- K. Test capacity and pressure of each pump.

### 3.02 DISINFECTION

- A. Clean wells of foreign substances including but not limited to cement, oil, grease, joint dope, and scum.
- B. Disinfect wells using chlorine solution, liquid chlorine, sodium hypochlorite (bleach), or calcium hypochlorite solution. Chlorine compounds having additives may not be used.
- C. Minimum chlorine concentration of solution: 100 mg/L (ppm).
- D. Volume of chlorine solution: Greater than the volume of water standing in the well.
- E. Circulate the chlorine solution until chlorine solution and water are thoroughly mixed.
- F. Let chlorine solution stand in wells for a minimum of 8 hours.



- G. Flush chlorine solution from wells. Each well has a flush port in the pumphouse to allow the well to be flushed without removing the other wells from service.
- H. Take two bacteriological samples, 24 hours apart, and submit to a state certified testing lab.
- I. Submit test results to Water and Sewer Department within 3 days of receiving results from lab.
- J. If bacteriological test fails, repeat disinfection process and take new samples until a safe bacteriological test result is received for each well to be placed into service.

**END OF SECTION**

# APPENDIX A

- WELL LOCATION MAPS
- WELL CONSTRUCTION RECORD DRAWINGS





DATE	REVISIONS	INITIALS
ISSUE FOR INFORMATION		

**INDIAN HEALTH SERVICE  
ENVIRONMENTAL HEALTH &  
ENGINEERING BRANCH**

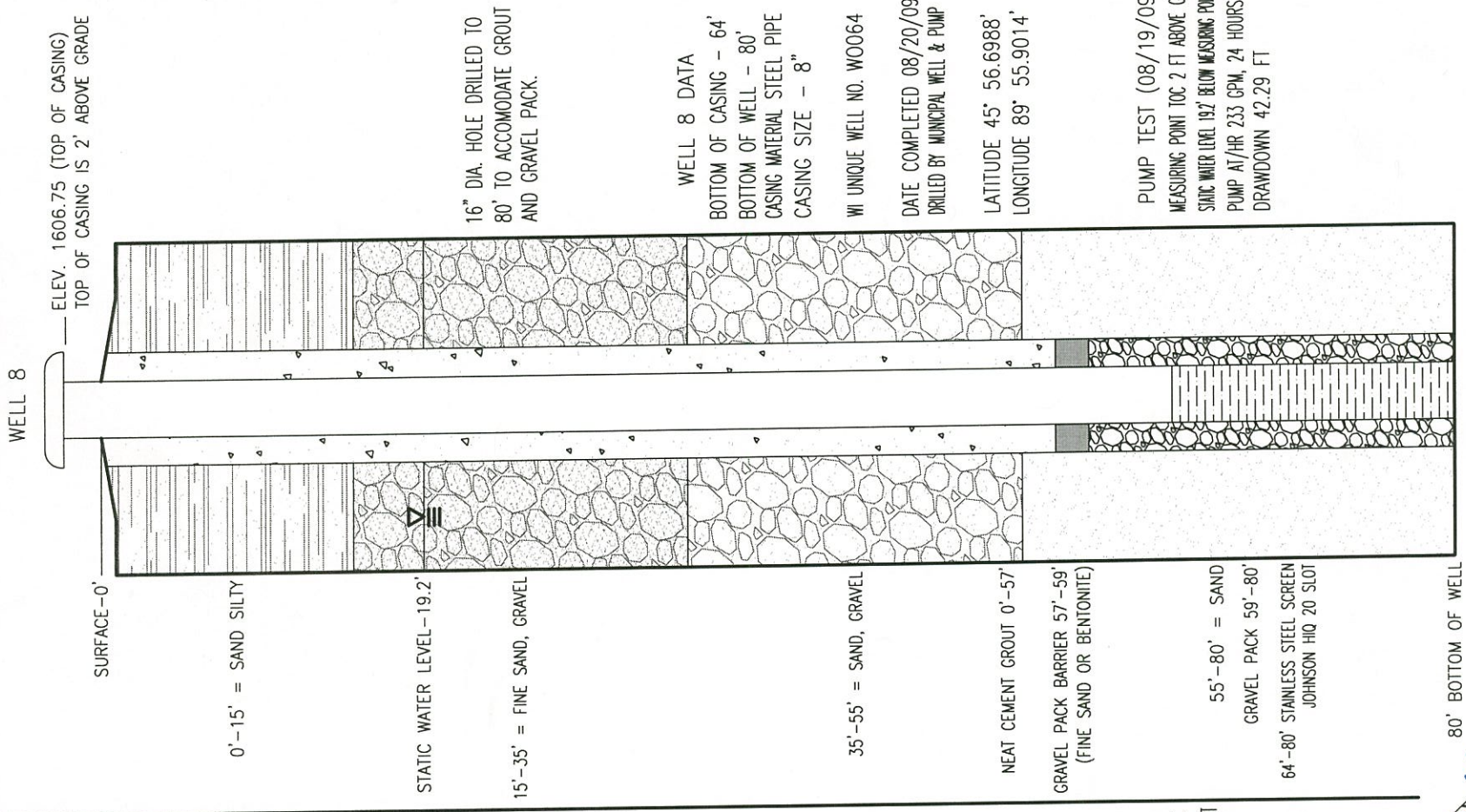
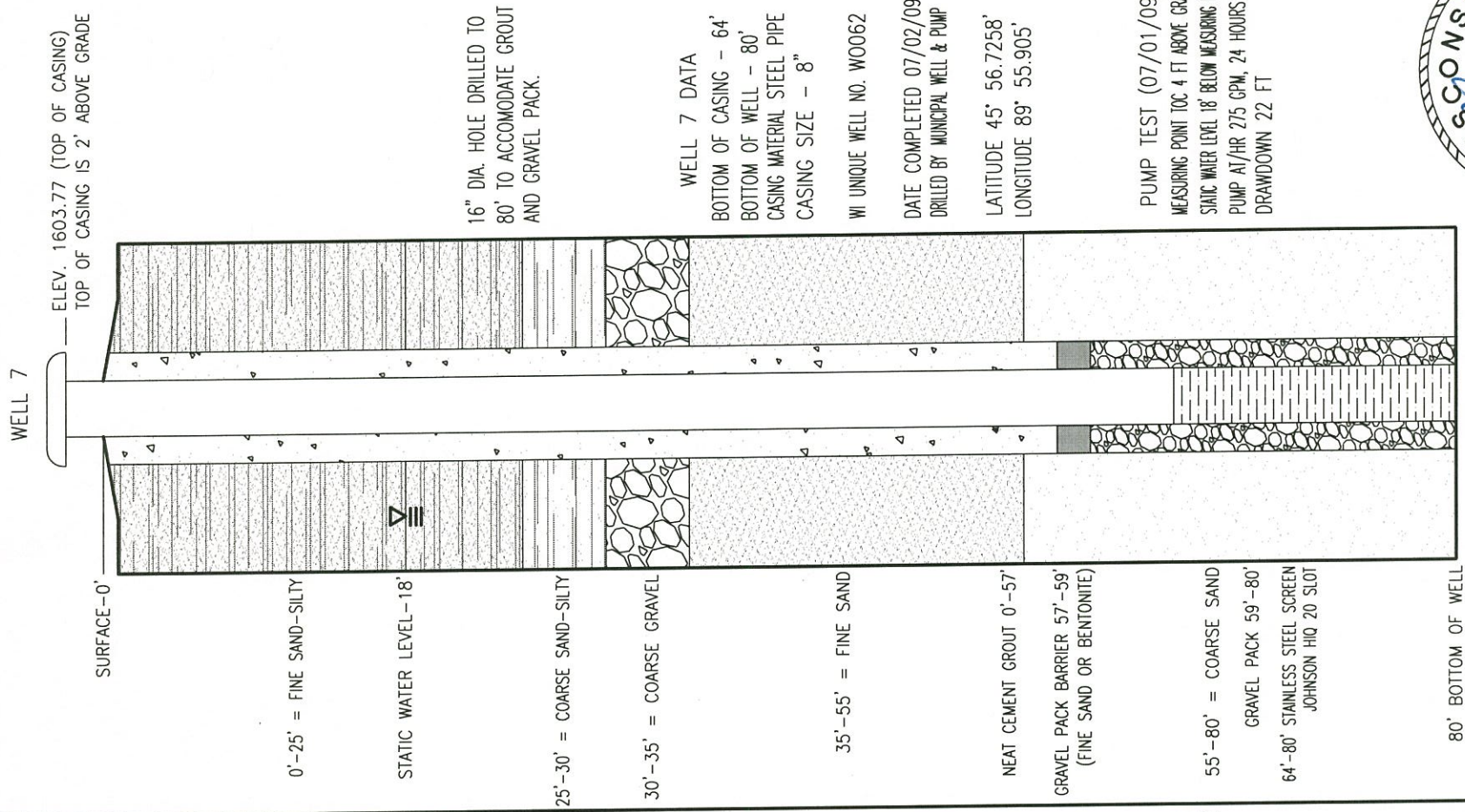
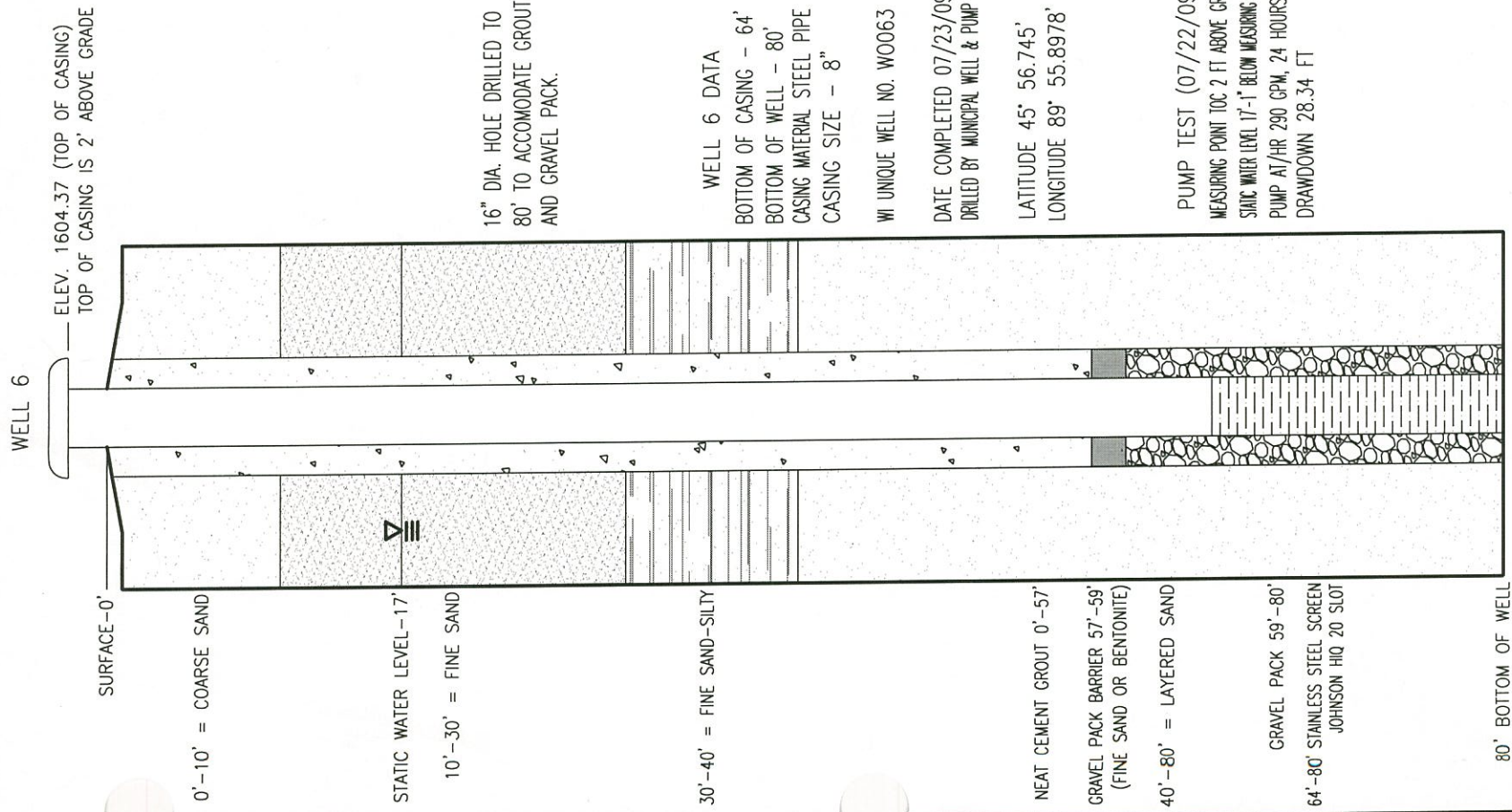
**SANITATION FACILITY CONSTRUCTION**  
9 A. SOUTH BROWN ST.  
RHEINGLANDER, WY. 84501  
(715) 385-5145

**LAC DU FLAMBEAU INDIAN RESERVATION**  
WEST AREA WELLS  
LOCATION MAP  
BB-05-F06

DATE: 09/10/09	FILE NAME: WELLDATA.dwg
SCALE: 1" = 60'	LAYOUT NAME: 02 OF 03
DRAWN BY: P.M.	PROJ. ENG: B.M.W.
CHECKED BY: -	



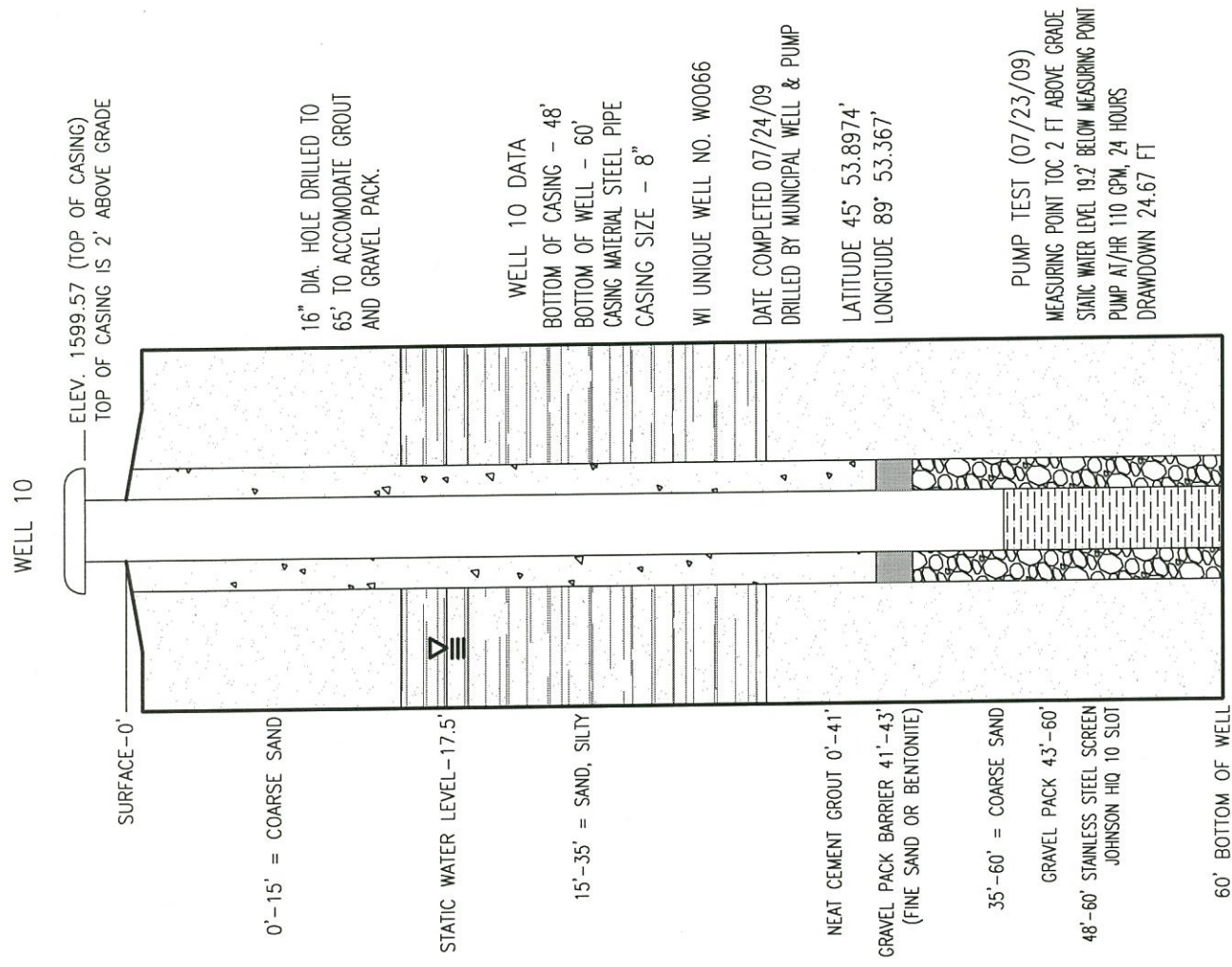
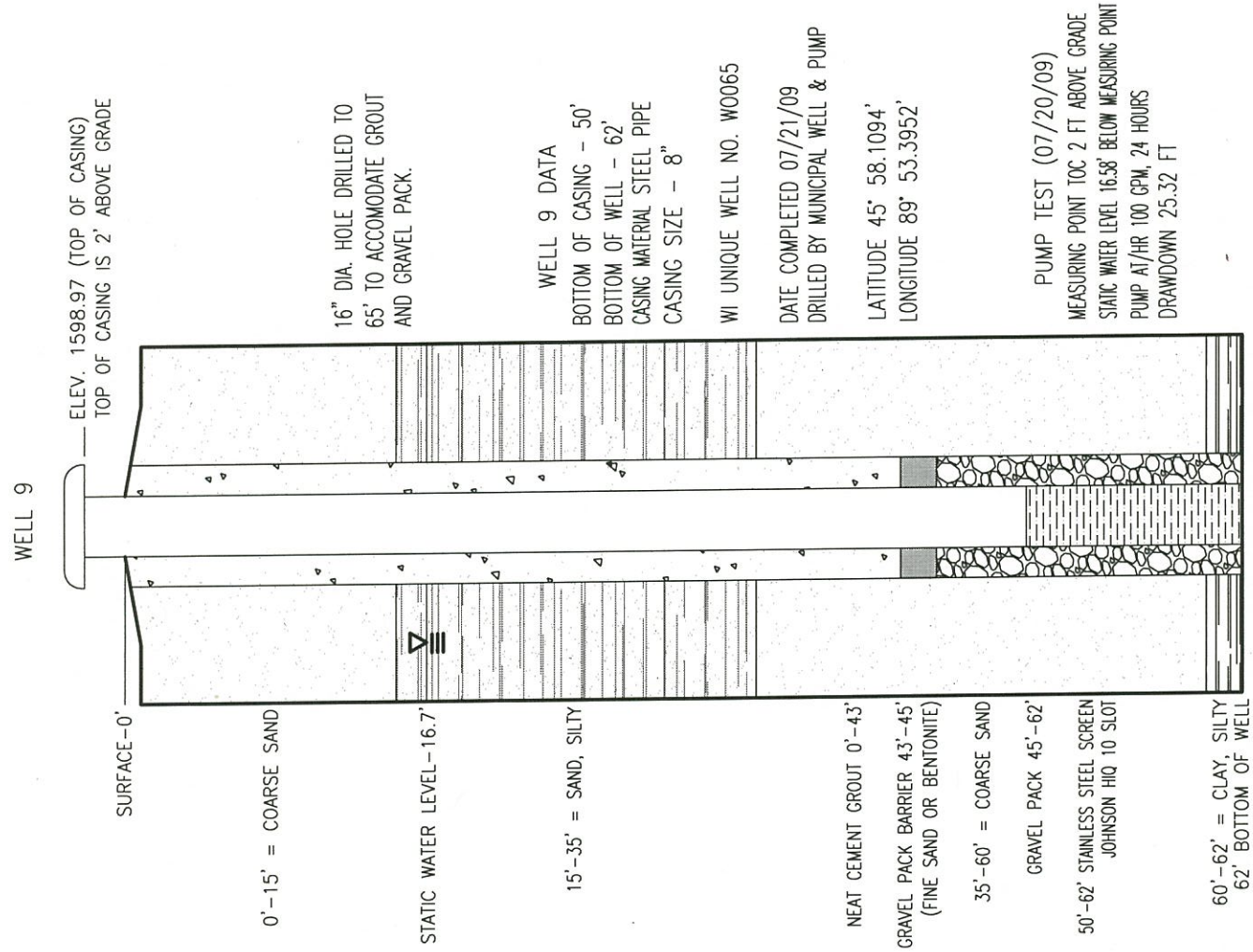




"RECORD DWG"

THIS DRAWING IS CORRECT TO THE BEST OF I.H.S.'S KNOWLEDGE  
BUT SHOULD BE FIELD CHECKED FOR ACCURACY.





"RECORD DWG"

THIS DRAWING IS CORRECT TO THE BEST OF I.H.S.'S KNOWLEDGE BUT SHOULD BE FIELD CHECKED FOR ACCURACY.



LAC DU FLAMBEAU INDIAN RESERVATION		PROJECT NO. I.H.S. BE-05-F06	
MAIN WATER SYSTEM		WELL DATA	
FILE NAME: WELLDATA.dwg		P.M.	
LAYOUT NAME: MAIN WELLS		CHECKED BY: -	
PROJ ENG: B.M.W.		SCALE: N.T.S.	
		DATE: 09/14/09	



INDIAN HEALTH SERVICE  
ENVIRONMENTAL HEALTH &  
ENGINEERING BRANCH

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SANITATION FACILITY CONSTRUCTION

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RHINELANDER, WI. 54501  
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