

**Lac du Flambeau Band
of
Lake Superior Chippewa Indians**



REQUEST FOR PROPOSALS

for

**DESIGN AND CONSTRUCTION OF
LDF TRANSIT OFFICE EXPANSION**

RFP NO. 26-LDF-058

1. PURPOSE

This Request for Proposals 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. § 5123 (hereinafter referred to as the Tribe). The purpose of this Request for Proposals (RFP) is to solicit bid proposals from qualified firms to design and construct a new office building for the LDF Tribal Transit Service. The Tribe recently built a new LDF Transit Service Garage with plans to add an office and dispatch facility as an expansion of the garage structure. The two components will share a fire wall. It is anticipated that the office expansion will also share a wall with a recently completed Incident Command and Emergency Food Bank facility. *SEE CAD RENDERING, ATTACHED HERETO.* The new office expansion will be located on the grounds of the Lac du Flambeau Tribal Roads Department at 268 Industrial Park Lane in Lac du Flambeau, Wisconsin. It will be approximately 52.5' x 100' in size, and will include offices, employee restrooms, a reception area, a dispatch area, storage space, a kitchen/training/break room, and a public restroom. The office expansion will be constructed on a full foundation, with steel stud walls with masonry extending approximately 4 feet up from ground level, and wood frame trusses. The Tribe will assist with excavation and will supply all back fill, stone and asphalt.

The Tribe's intent is to retain a firm with the qualifications and staff resources necessary to perform planning, designing, and construction with respect to the project. Proposers must be able to show that they are capable of performing the services requested. Such evidence includes, but is not limited to, the respondent's demonstrated competency and experience in delivering services of a similar scope and type and local availability of the proposer's personnel and equipment resources, as well as proven experience and demonstrated ability to meet the specific requirements set forth in this RFP. All work must 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 competence with minimal monitoring by the Tribe. All work must be performed in accordance with applicable laws, regulations, codes and standards in the industry. **The Davis-Bacon Act is applicable to this Project. As such, the Design-Builder and its trade subcontractors shall comply with the wage requirements and reporting requirements imposed by that Act.**

The Tribe's construction budget (hard cost) for the Project is approximately \$1,900,000 (the "Project Budget"). Accordingly, offerors are to base their Proposals on the Project Budget. Upon award, the Agreement for Design/Build Services, with a value of the Lump Sum Price tentatively agreed upon between the Design/Builder and the Tribe, will be submitted to the Tribal Council for approval. The contract between the parties will be a fixed price type contract.

This RFP does not commit the Tribe to accept any proposal submitted. The Tribe reserves without limitation the right to reject any or all bids; the right to accept or reject any or all items in any proposal; and the right to accept or reject any or all incomplete, nonconforming, nonresponsive, unbalanced, obscure, or conditional bids, or bids which contain additions not called for, erasures, alterations, or irregularities of any kind, or which do not comply with the instructions to bidders set forth throughout this RFP. 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 "Contractor," "Design/Builder," "Design/Build Firm," "offeror," "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. The term "RFP" includes any and all addenda thereto.

2. RFP ADMINISTRATIVE PROCEDURES

2.1 RFP CONTACT/CONTRACT ADMINISTRATOR. The individuals named below are the Tribe's Contract Administrators who will be responsible for administration of the Design/Build Contract entered into by and

between the successful bidder (Contractor) and the Tribe. The Tribe's Contract Administrators shall be the sole point of contact regarding this RFP from the date of issuance until selection of the successful bidder. 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, bidders may contact only the RFP Contacts. The RFP Contacts/Contract Administrators will respond only to questions submitted in writing to the RFP Contacts/Contract Administrators in accordance with this RFP. In the event that a bidder or someone acting on the bidder's behalf attempts to discuss this RFP verbally or in writing with any employee of the Tribe other than an RFP Contact/Contract Administrator designated below, the bidder may be disqualified as a prospective Contractor.

RFP Contact/Contract Administrator: GEORGE W. THOMPSON, DIRECTOR
 LDF Tribal Roads Department
 P.O. Box 67
 280 Industrial Park Road
 Lac du Flambeau, WI 54538
 Email: gthompson@ldftribe.com

RFP Contact/Contract Administrator: EMERSON COY, DIRECTOR
 LDF Planning Department
 P.O. Box 67
 602 Peace Pipe Road
 Lac du Flambeau, WI 54538
 Email: ecoy@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 30, 2026
Proposals/Bids Due	12:00 Noon, Local Time, April 23, 2026
Bid Opening:	1:00 P.M., Local Time, April 23, 2026
Notice of Award Issued	To Be Announced
Begin Contract Performance	As Soon As Possible

2.3 DUTY TO EXAMINE AND INQUIRIES REGARDING RFP.

- 2.3.1** It is the responsibility of each bidder to examine the Project site for the purpose of proposal preparation, to the extent bidder deems necessary. Bidder may contact a Contract Administrator to gain access to the Project site.
- 2.3.2** 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.
- 2.3.3** 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 addresses or email addresses noted above. Verbal inquiries will not be accepted.

2.4 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 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.

- 2.5 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.
- 2.6 SUBMISSION OF PROPOSAL.** Every proposal submitted must include an original, five (5) copies, and one electronic copy on flash drive. 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. The Tribal Secretary must receive proposals no later than 12:00 Noon (local time), Thursday, April 23, 2026. 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: "REQUEST FOR PROPOSAL FOR TRANSIT OFFICE EXPANSION." Please also include firm/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.**
- 2.7 REJECTION OF PROPOSALS.** Notwithstanding any other provision of this RFP, at any time prior to execution of the written Design/Build Services Contract, 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 interest of the Tribe, in the Tribe's sole discretion.
- 2.8 COSTS OF PREPARING PROPOSALS.** The costs of preparing the proposal are the sole responsibility of the bidder. The Tribe is not responsible for any costs incurred by bidder which are related to the preparation or delivery of the proposal or any other activities carried out by the vendor related to this RFP.
- 2.9 OPENING OF PROPOSALS.** The proposals will be opened during a bid opening on April 23, 2026 at 1:00 P.M. (local time) or as soon thereafter as practicable.
- 2.10 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.
- 2.11 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.
- 2.12 BIDDER'S REPRESENTATIONS.**
- 2.12.1** By submitting a bid, bidder certifies that bidder is authorized to conduct business in the State of Wisconsin.
- 2.12.2** 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.

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

2.12.4 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.

2.13 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). If submitter is an enrolled member of a federally recognized Indian Tribe, please provide confirming documentation, such as a photocopy of submitter's Tribal ID card.

2.14 PROPOSAL EVALUATION AND SOURCES OF INFORMATION.

2.14.1 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 Design/Build Firm.
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.

2.14.2 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.

2.15 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.

2.16 AWARD AND NOTIFICATION.

2.16.1 This RFP does not commit the Tribe to accept any proposal submitted. The Tribe reserves without limitation the right to reject any or all bids; the right to accept or reject any or all items in any proposal;

and the right to accept or reject any or all incomplete, nonconforming, nonresponsive, unbalanced, obscure, or conditional bids, or bids which contain additions not called for, erasures, alterations, or irregularities of any kind, or which do not comply with the instructions to bidders set forth throughout this RFP. If the Tribe selects, 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 may select a vendor on the basis of proposals, including qualifications, with or without further discussions, interviews or visits. Therefore, proposals should contain the respondent's best terms from a technical, operations and monetary standpoint.

- 2.16.2** This solicitation and selection process shall in no way be deemed to create a binding contract, agreement or offer of any kind between the Tribe and any person or entity. If the Tribe selects a vendor to provide the services described in this solicitation, any legal rights and obligations between the successful vendor, if any, and the Tribe will come into existence only when an agreement is fully executed by the parties, and the legal rights and obligations of each party shall at that time be only those rights and obligations which are set forth in the agreement and any other documents specifically referred to in that agreement and incorporated therein.
- 2.16.3** Notice of award to successful bidder will be sent via U.S. mail or email. Notice may also be provided via telephone. All unsuccessful bidders that submitted a proposal will be notified in writing of the Tribe's decision to not select.
- 2.16.4** 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 ten (10) days from date of award notification.

3. QUALIFICATIONS

- 3.1** The Design/Build firm, including principals, project managers, and key personnel shall have relevant experience with similar work, i.e. design and construction of similar new facilities, and shall be competent to perform the services on time within a tight timeline.
- 3.2** The Design/Build firm shall be financially solvent. The Tribe reserves the right to request information to determine solvency.
- 3.3** The Design/Build firm shall possess the ability to assign adequate staffing and resources to the Project and maintain key staff through the duration of Project.
- 3.4** The Design/Build firm shall, preferably, have experience in working with indigenous groups, tribes and/or tribal enterprises.
- 3.5** The ideal Design/Build team will have the following characteristics:
 - 3.5.1** Reasonable proximity to Lac du Flambeau, Wisconsin in order to provide: (1) team working/review sessions during design and construction; (2) ease of team coordination meetings; (3) minimal cost to attend Tribal meetings; and (4) quick response to field issues.
 - 3.5.2** Be organized, effective and efficient. Exercise professional prioritizing skills. Work easily with modern technological amenities like scanners and email.
 - 3.5.3** Be comfortable making in-field decisions and problem solving during critical times of construction.

- 3.5.4** Be mindful and tenacious about maintaining project budgets and schedules, especially during construction. Make decisions that support Tribal goals and objectives, including with respect to scope creep and change orders.

4. SCOPE OF WORK AND DESIGN SPECIFICATIONS

- 4.1** The Contractor must perform the full range of services related to the design and construction of a new Lac du Flambeau Tribal Transit Service office expansion including but not limited to obtaining all necessary permits and furnishing all mobilization, labor, services, materials, equipment, machinery, apparatus, appliances, tools, supplies and all other things necessary to do all work required for the successful completion of the project. The new facility will be constructed on the grounds of the Lac du Flambeau Tribal Roads Department, at 268 Industrial Park Lane in Lac du Flambeau, Wisconsin. The new structure will be designed and built in Imperial non-metric units and will comprise approximately 5,250 square feet. The building will essentially be an addition to the Tribe's recently constructed LDF Transit Service Garage. The two components will share a fire wall. It is anticipated that the office expansion will also share a wall with a recently completed Incident Command and Emergency Food Bank facility. *SEE CAD RENDERING, ATTACHED HERETO.* All components and materials shall be new and installed pursuant to manufacturers' specifications. The building shall be designed to meet the requirements of the purpose intended and comply with all applicable Building Codes. This project will include, but not be limited to, the following tasks:
- 4.1.1** The Contractor shall obtain all necessary permits and approvals.
 - 4.1.2** The Contractor will be required to prepare working drawings, shop drawings, erection diagrams and a material list to show the proper construction of the building. Not less than two (2) copies of each document shall be provided to the Tribe. The Contractor shall prepare and submit complete construction plans for review and approval by the Tribe prior to commencement of construction. The Contractor/Designer shall supplement the following specifications based upon desired building capacity and applicable Building Codes:
 - 4.1.2.1** Structure shall be constructed on a full foundation, with steel stud walls with masonry extending approximately 4 feet up from ground level, and wood frame trusses and should be approximately 100 feet in length and 52.5 feet in width.
 - 4.1.2.2** The building shall include a gender-neutral restroom for the public and a men's restroom and women's restroom for employees.
 - 4.1.2.3** The building will include offices, a reception area, a dispatch area, storage space, and a kitchen/training/break room.
 - 4.1.2.4** The building shall be "turnkey," and shall include electric, water, sewer, storm, and propane tank.
 - 4.1.3** The Tribe will assist with excavation and will supply all back fill, stone and asphalt.
 - 4.1.4** The Contractor shall provide a material list to the Tribe prior to construction, in addition to color selections, as applicable. Alternatives and options shall be included. Materials and colors (as applicable) must be approved by the Tribe, based upon pricing and availability. The Contractor shall not include materials, brands, or product lines that are discontinued or are known at the time of bid submission, or submission to the Tribe for consideration, to be scheduled for discontinuation.
 - 4.1.5** The Contractor shall construct the new Lac du Flambeau Tribal Transit Service Office Expansion in a good, workmanlike manner, in accordance with standards in the industry, accepted plans and drawings, and applicable Building Codes. All equipment and parts shall be installed in a neat and workmanlike manner. Good installation principles shall be used throughout the project. Work shall

be completed by technicians/tradesmen who are qualified and competent in their respective areas of work. (i.e. electrical, plumbing, HVAC and carpentry).

4.1.6 The Contractor shall keep the work site premises and surrounding area free from accumulation of waste materials or rubbish caused by or related to the project described in this RFP. Upon completion of the work, the Contractor shall remove from and about the project site all waste materials, rubbish, the Contractor's tools, construction equipment, machinery and surplus materials. **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 Lac du Flambeau Tribal Transit Service Office Expansion project.**

4.2 The Contractor shall expressly warrant the workmanship, materials, and manner of construction provided for and contemplated by this RFP, as set forth in Section 6.17 of this RFP.

4.3 The Contractor shall provide to the Program Director of the Tribal Roads Department, upon project completion, the following:

4.3.1 Detailed list of equipment furnished and installed.

4.3.2 Closeout submittals, including drawings showing location of electrical junction boxes and other appurtenances.

4.3.3 Literature, manuals and/or warranty information related to any and all equipment, treatments and/or components provided and installed by Contractor.

4.4 All work shall conform to the Wisconsin Building Codes.

5. CONTENT AND FORMAT OF PROPOSAL

5.1 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.

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

5.3 RESPONSE TO INQUIRIES. Each proposal shall respond completely and accurately to the following questions and requests for information:

5.3.1 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.

5.3.2 Please provide a brief history and profile of your firm. Indicate the year the firm was established. Provide an organizational chart. Describe the organization, size and structure of your firm, and explain any variation in size over the last five years. State the location of the office from which the work will be done and describe the range of services provided by the local office.

5.3.3 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.

- 5.3.4** Demonstrate that all design personnel have experience and required qualifications in assigned roles on projects of similar complexity, size and scope. Specific projects should be referenced. If reassignment of personnel is considered possible, provide the names and resumes of the alternative professionals in each assignment.
- 5.3.5** Provide a detailed discussion addressing the proposed roles and responsibilities of the various sub-contractors for both design and construction. If subcontractors will be providing comprehensive design-build services, provide qualifications for their key design personnel.
- 5.3.6** Provide three (3) client references from similar projects for which the bidder has been responsible. Include current phone numbers and email addresses. Provide a discussion of the projects. The examples should be as similar as possible to this RFP in project type, magnitude, complexity, cost, design and scope. Each example shall indicate the location, cost, scope, general character, and date of completion of the project.
- 5.3.7** Describe in general terms how the bidder will approach the design and construction of this facility.
- 5.3.8** Provide a general description of the scope of the project and all of the major aspects thereof. Give overall building dimensions and a description of the principal features such as wall and roof construction proposed.
- 5.3.9** State the live loads for which the facility is to be designed. Include roof and floor loads. Provide the snow loads, wind loads, lateral earth pressure loads, etc., as applicable.
- 5.3.10** Include a proposed timeline for the project that is broken down into project components/tasks and provides a realistic projection of project events, accomplishments, dates of completion for each project component/task and the project as a whole.
- 5.3.11** Explain how your firm meets the qualifications set forth in Section 3 of this RFP.
- 5.3.12** Describe, in sufficient detail, the firm's affiliation or work with any federally recognized Indian Tribes.
- 5.3.13** Describe the liability insurance coverage carried by your firm.
- 5.3.14** Describe bidder's plan for disposal of debris and construction materials. Identify proposed disposal site.
- 5.3.15** If any of the following has occurred with respect to bidder, please describe in detail the circumstances for each occurrence:
- 5.3.15.1** Failure to enter into a contract after having been selected as the successful bidder.
 - 5.3.15.2** Withdrawal of a proposal on any project as the result of an error.
 - 5.3.15.3** Termination of or failure to complete a contract.
 - 5.3.15.4** Involvement in litigation, arbitration, or mediation on any contract.
 - 5.3.15.5** Knowing concealment of any deficiency in the performance of a contract.
 - 5.3.15.6** Submission of a fraudulent or incorrect invoice relating to a contract.
 - 5.3.15.7** Violation of applicable rules, laws, or regulations relating to any contract or project.
 - 5.3.15.8** Debarment from bidding or performing public works projects.

- 5.3.16 Disclose any and all judgments against and/or pending administrative, disciplinary, civil, or criminal proceedings brought against bidder or any of its officers, agents or employees within the last five years, as well as any expected litigation. If any, provide the following information: (1) a clear and concise statement of all allegations against the bidder, its officers, agents or employees; and (2) the status and/or outcome of the proceedings. Disclose all other real or potential financial reversals that might materially affect the viability or stability of the proposing organization.
- 5.3.17 Disclose any existing or potential conflict of interest relative to the performance of services required by any contract resulting from this RFP.
- 5.3.18 The submission of additional pertinent information beyond the requirements of this RFP, is acceptable.

5.4 BID PROPOSAL.

- 5.4.1 **Base Bid.** The Tribe's construction budget (hard cost) for the Project is approximately \$1,900,000.00 (the "Project Budget"). Accordingly, Offerors are to base their Proposals on the Project Budget. The fee should be a fixed (NOT TO EXCEED) all-inclusive fee to be charged by your firm. The Design/Builder shall be paid a Lump Sum Price to complete this Project. Such Lump Sum Price shall be a firm, fixed price to fully complete the Project's Scope of Work in accordance with the terms of this RFP and the Design/Build Agreement, and shall include, but shall not be limited to, all design services, labor, fringe benefits, overhead, profit, costs and expenses, materials, equipment, insurance and bonds. The Design/Builder shall be paid its compensation in a series of progress payments and a final payment.
- 5.4.2 **Bid Bond.** Each Offeror shall submit with their Price Proposal a bid bond in the amount specified and further explained in Section 6.4.1.

5.5 ACCEPTANCE OF AND EXCEPTIONS TO TERMS AND CONDITIONS.

- 5.5.1 Subject to subsection 5.5.2, next, by submitting a proposal, bidder signifies that bidder acknowledges, accepts and agrees to all terms, conditions and provisions set forth in this RFP.
- 5.5.2 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.

- 5.6 **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 by bidder is true, accurate and complete.

6. GENERAL REQUIREMENTS

6.1 PAYMENT AND SUBMISSION OF INVOICES.

- 6.1.1 Payment for work performed/services provided by the Contractor shall not exceed the fixed price set forth in Contractor's proposal, or such other fee as shall be agreed upon by the Parties in writing.

6.1.2 Payment shall be made to the Contractor based upon progress achieved. The Contractor must submit invoices in sufficient detail to document the progress of the Project and the work performed. Invoices must contain a description of services performed and the total cost thereof.

6.1.3 Invoices will not be accepted on more frequent intervals than once per month.

6.2 INDEMNIFICATION. The successful bidder (Contractor) shall agree to indemnify, defend, and hold harmless the Tribe and the Tribe's elected and appointed 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 or 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 obligations set forth in this RFP and/or any contract by and between the Tribe and the Contractor. 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.

6.3 INSURANCE.

6.3.1 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:

6.3.1.1 Professional Liability Insurance: \$1,000,000.00 per claim.

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

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

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

6.3.1.5 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.

6.3.2 The bidder further certifies that it will maintain this insurance coverage during the entire term of the contract and that all insurance coverage will be provided by reputable insurance companies acceptable to the Tribe.

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

6.3.4 The Contractor will give the Tribe 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.

6.4 BOND REQUIREMENTS.

6.4.1 Bid Bond. Each Offeror shall be required to submit with its Proposals a bid bond in the amount of five percent (5%) of the total Lump Sum Price set forth in the Offeror's Proposal.

6.4.2 Performance Bond. The Design/Builder will be required to post 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.

- 6.5 INDEPENDENT CONTRACTOR.** The successful bidder (Contractor) shall, in all matters relating to any contract awarded pursuant to this RFP, be acting as an independent contractor. Neither the Contractor nor any of the Contractor's owners, officers, members, employees or agents will be an agent, joint venturer, partner or employee of the Tribe for any purpose, 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, Unemployment Compensation, employment-related benefits, and third party liability claims. Nothing contained in the contract shall be construed or interpreted as establishing an employer-employee relationship between the Tribe and the Contractor or any of the Contractor's owners, officers, members, employees or agents. In that the Contractor will be an independent contractor, neither the Contractor nor any of the Contractor's owners, officers, members, or employees shall have any right or claim against the Tribe for vacation pay, sick leave, retirement benefits, social security, workers' compensation, health or disability benefits, unemployment insurance benefits, or employee benefits of any kind. Further, the Tribe shall not be responsible for withholding taxes with respect to the Contractor's compensation for services performed under a contract awarded pursuant to this RFP. The Contractor shall be individually and solely responsible for the timely payment of any and all state, federal, social security and other self-employment taxes that may be owing on amounts paid to the Contractor under said contract. The Contractor will have no authority, actual, apparent, or implied, to act for or on behalf of the Tribe, or to bind the Tribe in or to any contract, agreement or indebtedness, and shall not represent itself as the agent or legal representative of the Tribe. The Contractor shall perform all services under the contract at the Contractor's own risk, and the Contractor shall take all precautions necessary to protect the Contractor's person and property. The Contractor shall assume all liability for personal injury to employees or agents of the Contractor, occurring during the performance of the Contractor's services.
- 6.6 ASSIGNMENT OF CONTRACT AND SUBCONTRACTING.** No contract between the 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 any of the work, duties or obligations under the contract by and between the parties without the written consent of the Tribe, which consent may be given, withheld, or conditioned in the sole and absolute discretion of the Tribe. Any assignment, subcontract or delegation in derogation of this provision shall be deemed void. 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, however, remain fully liable and responsible for the work to be done by its subcontractor(s) and shall assure compliance with all requirements of the contract.
- 6.7 CONTRACTOR'S PERSONNEL.** The Contractor shall be responsible for the conduct and performance of its employees and shall ensure that Contractor's employees comply with the following terms and conditions at the worksite:
- 6.7.1** Contractor's employees will not engage in or exhibit loud or boisterous behavior. The workplace atmosphere should be calm, organized and as quiet as possible.
 - 6.7.2** Contractor's employees will not enter upon the premises of the Tribal Roads Department complex while under the influence of or impaired by alcohol or drugs, nor shall they possess alcohol, drugs or commercial tobacco products while upon the premises of the Tribal Roads Department complex, including the parking areas and grounds.
 - 6.7.3** Contractor's employees will not interfere with the normal operations of the Tribal Roads Department.
 - 6.7.4** Contractor's employees will be courteous and respectful to staff and visitors of the Tribal Roads Department.
 - 6.7.5** The Tribe reserves the right to demand and/or cause the removal of any Contractor employee or agent from the premises of the Tribal Roads Department complex 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 premises of the Tribal Roads Department complex upon receipt of demand by the Tribe. Alternatively, the Tribe may request law enforcement assistance to effect removal.

6.7.6 COVID-19 vaccinations and wearing of face masks by Contractor's personnel on this project will not be required by the Tribe.

6.8 UTILITY LINE IDENTIFICATION AND WORK SITE DAMAGES. The Contractor shall be responsible for getting utilities marked as necessary, protecting existing utilities, and, if damaged, repairing those utilities. 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.

6.9 FACILITY ACCESS. The Tribe shall make arrangements for the Contractor to access any areas of the Tribal Roads facilities necessary to complete the project, upon prior notice being provided by the Contractor.

6.10 PROTECTION OF PERSONS AND PROPERTY. The LDF Tribal Roads complex 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 buildings, equipment, and/or injury to any person, project grounds or landscape.

6.11 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.

6.12 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 DAVIS-BACON ACT. The Davis-Bacon Act is applicable to this Project. As such, the Design/Builder and its trade subcontractors shall comply with the wage requirements and reporting requirements imposed by that Act.

6.14 NOTIFICATION OF FULL EEO COMPLIANCE. The Tribe will not discriminate against anyone on the basis of race, color, gender, sexual orientation, political affiliation, age, ancestry, religion, marital status, national origin, medical condition or disability In any consideration leading to the award of the contract. No qualified disabled person shall, on the basis of disability, be excluded from participating in, be denied the benefits of, or otherwise be subjected to discrimination in any consideration leading to the award of contract.

6.15 PROPRIETARY INFORMATION CONFIDENTIALITY AGREEMENT. The Contractor and each of its owners, officers, employees, assignees, subcontractors and agents shall agree, and shall execute a Confidentiality Agreement memorializing said agreement, to maintain as confidential, and not to disclose to any third party without the prior consent of the Tribal Administrator, any information of a proprietary nature which the Contractor learns as part of the necessary process of performing its services and obligations under this RFP and any contract between the Contractor and the Tribe, other than information (1) which was already public knowledge at the time it was learned by the Contractor, or which subsequently came into the public domain through no fault of the Contractor; or (2) which is necessary or appropriate to disclose in order to enable the Contractor to comply with its obligations under the contract between the Contractor and the Tribe. The Contractor shall expressly agree and warrant that, during the term of the contract, and following expiration of the contract or termination of the contract for any reason or for no reason, Contractor and all Contractor owners, officers, employees, assignees, subcontractors and agents will continue to hold confidential all proprietary and confidential information with respect to the Tribe and its members, employees, independent contractors, enterprises and business operations, and shall not (unless permitted in writing by the Tribal Administrator) use, divulge, or disclose to any other person, firm, agent, business or organization any Confidential Information, including, but not limited to, any information concerning the Tribe, including information pertaining to the services to be performed by the Contractor; any contract related to the Project; Tribal business operations, government, employees, protocols and policies, financial data, and business and operational data plans and strategies of the Tribe and/or its subsidiaries, acquired by the Contractor

or any representative thereof during the term of the contract between the Contractor and the Tribe. Furthermore, any information relating to the Tribe which was collected, recorded, analyzed or otherwise obtained or used by the Contractor during the term of the said contract shall be construed as exclusively the proprietary property of the Tribe and subject to the provisions herein unless exempted by the express written permission of the Tribal Administrator.

- 6.16 MARKETING PROHIBITION.** The successful bidder/Contractor shall not use the name or logo of, or refer to, the Lac du Flambeau Band of Lake Superior Chippewa Indians or any subsidiary or entity thereof, in any marketing activity, nor will the Contractor use said names or references thereto in any endorsement of its firm, company, product, or service, without the written consent of the Tribal Administrator.
- 6.17 WARRANTY.** Contractor shall expressly warrant the workmanship, materials, and manner of construction provided for and contemplated by this RFP as follows:
- 6.17.1** Contractor agrees that if the Lac du Flambeau Tribal Transit Building does not remain in good condition for a period of one year from the date of final acceptance by the Tribe, ordinary wear and tear excepted, because of defects in the workmanship, materials or manner of construction, then and in that event Contractor shall make any and all repairs and replacements necessary to maintain said facility and every part thereof in such good condition without additional charge to the Tribe.
- 6.17.2** During the warranty period, if any special guarantees or warranties in excess of the one-year period are specified by any manufacturer, those guarantees or warranties shall supersede and take precedence over the one-year warranty provided by Contractor. Contractor shall provide to the Tribe all available documentation and literature relative to such manufacturer's warranties.
- 6.17.3** During the warranty period, Contractor shall make reasonable efforts to correct deficient work or products. Unless the specifications call for a shorter time, when a deficiency involves a threat to the health and safety of community members, the loss of or damage to property, or could render all or a part of the project unusable for its intended purpose, Contractor shall respond and begin to correct the work not later than 24 hours after having received notice of the deficiency.
- 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 arising 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 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 Contractor and the Tribe shall be the Lac du Flambeau Band of Lake Superior Chippewa Tribal Court.
- 6.19 ARBITRATION PROHIBITION.** Contractor understands and agrees that under no circumstances shall any dispute between the parties be submitted to or resolved by binding arbitration, and that this provision supersedes any contrary provision in any addendum to this RFP or any document drafted or provided by either party.
- 6.20 SOVEREIGN IMMUNITY.** The successful bidder/Contractor acknowledges that the Lac du Flambeau Band of Lake Superior Chippewa Indians does not waive its Sovereign Immunity.



PRELIMINARY NOT FOR CONSTRUCTION

INCIDENT COMMAND CENTER & EMERGENCY FOOD BANK
LAC DU FLAMBEAU
254 INDUSTRIAL PARK LANE LAC DU FLAMBEAU, WI 54538
FIRST FLOOR PLAN

NO.	DATE	REVISION

DESIGNED	DRAWN
PROJECT NO.	
DATE	
SHEET NO.	
A001	

FIRST FLOOR PLAN
 1" = 10'-0"
 SF WITHOUT OFFICE: 8,895 SF
 SF WITH OFFICE: 14,242 SF

