Lac du Flambeau Band of Lake Superior Chippewa Indians and PETER CHRISTENSEN DENTAL CLINIC



REQUEST FOR PROPOSALS

for

PROVISION AND INSTALLATION OF LP SYSTEM

RFP NO. 19-PCDC-010

1. PURPOSE

The purpose of this Request for Proposals (RFP) is to solicit bid proposals from qualified vendors for the design, provision and installation of a Liquefied Petroleum Gas System (hereinafter LP System) in accordance with applicable NFPA 58 guidelines, for the Peter Christensen Dental Clinic (hereinafter PCDC). All labor, components (including, but not limited to tanks, vaporizers, regulators, anode rods, piping, and fencing, as applicable), materials and equipment are to be provided by the successful bidder. PCDC is a Tribal entity of the Lac du Flambeau Band of Lake Superior Chippewa Indians. Unless proscribed by the context, any reference in this RFP to "PCDC" shall include the Lac du Flambeau Band of Lake Superior Chippewa Indians.

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

This RFP does not commit PCDC to accept any proposal submitted. PCDC 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. PCDC reserves the right to select the bidder whose proposal and qualifications are most advantageous to PCDC. PCDC 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, PCDC. PCDC is not responsible for any costs incurred by the respondents in the preparation of responses to this RFP. The terms "vendor", "bidder," and "respondent" are used interchangeably throughout this RFP and are intended to refer to a person or entity submitting, or intending to submit, a proposal in response to this RFP.

2. FACILITIES

The Peter Christensen Dental Clinic (PCDC) is a Native American-owned and operated dental clinic facility of the Lac du Flambeau Band of Lake Superior Chippewa Indians. The facility is located at 128 Old Abe Road in Lac du Flambeau, Wisconsin. PCDC has two boilers, each with an input of 550,000 BTU's. Additionally, a propane heater with an input of 80,000 BTU's heats a garage attached to the dental facility. Accordingly, the total building load is 1,180,000 BTU's. Presently, propane is supplied to the PCDC heating system via two leased 1,000 gallon above-ground tanks.

3. RFP ADMINISTRATIVE PROCEDURES

3.1 RFP CONTACT/CONTRACT ADMINISTRATOR. The individual named below is the PCDC Contract Administrator who will be responsible for administration of the contract entered into by and between the successful bidder (Contractor) and PCDC. The PCDC Contract Administrator shall be the sole point of contact regarding this RFP from the date of issuance until selection of the successful bidder (Contractor). To ensure clear and accurate communication and avoidance of the appearance of impropriety, from the date of issuance of this RFP until announcement of the successful bidder (Contractor), vendors may contact only the RFP Contact. The RFP Contact/Contract Administrator will respond only to questions submitted in writing to the RFP Contact/Contract Administrator in accordance with this RFP. In the event that a vendor or someone acting on the vendor's behalf attempts to discuss this RFP verbally or in writing with any employee of PCDC other than the RFP Contact/Contract Administrator designated below, the vendor may be disqualified as a prospective bidder.

PCDC RFP Contact/Contract Administrator:

DR. TOM WHEELER, DIRECTOR Peter Christensen Dental Clinic

P.O. Box 128 128 Old Abe Road

Lac du Flambeau, WI 54538

Phone: 715-588-4490 Fax: 715-588-2280

Email: twheeler@pcdcampus.com

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

EVENT DATE

RFP Issued On or before June 12, 2019

Written Inquiry Deadline 4:00 P.M., June 28, 2019

Proposals/Bids Due 4:00 P.M., July 17, 2019

Notice of Award Issued TBA

Begin Contract Performance Soonest Availability

Contract Completion Not later than September 30, 2019

- **3.3 DUTY TO EXAMINE RFP.** It is the responsibility of each bidder to examine the entire RFP, including all addenda, seek clarification in writing (inquiries), and examine its proposal for accuracy before submitting the proposal. Lack of care in preparing a proposal shall not be grounds for modifying or withdrawing the proposal after the proposal due date and time, nor shall it give rise to any contract claim.
- **3.4 DUTY TO EXAMINE PREMISES.** It is the responsibility of each bidder to examine the premises and grounds of PCDC, and to develop a recommendation with respect to the proposed location of the LP tanks included in the bidder's proposal. Bidders are responsible for all measurements. PCDC makes no representations as to measurements relative to length of necessary piping.
- 3.5 INQUIRIES REGARDING RFP. All inquiries concerning this RFP, including any questions related to the terms and conditions of this RFP, shall be made in writing and submitted to the RFP Contact at the physical address or email address noted above. Verbal inquiries will not be accepted. The RFP Contact must receive all inquiries by U.S. mail, hand delivery or email, not later than 4:00 P.M. (local time), Friday, June 28, 2019. PCDC's written responses to questions and comments will not identify the submitter and will be sent within five (5) calendar days of the date proposals are due to all known vendors/prospective bidders.
- 3.6 CONTENT OF RFP AND SUPERSEDING EFFECT. This RFP is designed to provide prospective bidders with information necessary for the preparation of competitive proposals. Each bidder is responsible for determining all factors necessary for the submission of a comprehensive and compliant proposal. This RFP supersedes all previous RFPs and all proposals, oral and written, and all negotiations, conversations, communications and discussions heretofore had by and between the parties, related to the subject matter of this RFP.
- **3.7 AMENDMENT OF RFP.** PCDC reserves the right to amend this RFP at any time. In the event it becomes necessary to amend, add to, or delete any part of the RFP, an amendment will be provided to all known vendors/prospective bidders who received the original RFP and posted on the Tribe's website. All submitted proposals/bids must include acknowledgment of the addenda.
- 3.8 SUBMISSION OF PROPOSAL. <u>Every proposal submitted must include an original and two (2) copies.</u>
 Proposals and copies must be submitted to the Lac du Flambeau Tribal Secretary, to-wit: **Beverly LaBarge**,
 Tribal Secretary, William Wildcat, Sr. Community Building, 418 Little Pines Road, P.O. Box 67, Lac du
 Flambeau, Wisconsin 54538. The Tribal Secretary must receive proposals and the requisite copies no

later than 4:00 P.M. (local time), Wednesday, July 17, 2019. 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 PCDC LP SYSTEM." 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 PCDC. Proposals sent via email or fax will NOT be accepted.

- **3.9 REJECTION OF PROPOSALS.** Notwithstanding any other provision of this RFP, at any time prior to execution of the written Contract by and between the parties, PCDC 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 PCDC.
- **3.10 COSTS OF PREPARING PROPOSALS.** The costs of preparing the proposal are the sole responsibility of the vendor. PCDC is not responsible for any costs incurred by vendor which are related to the preparation or delivery of the proposal or any other activities carried out by the vendor related to this RFP.
- **3.11 OPENING OF PROPOSALS.** The proposals will be opened during a CLOSED BID OPENING on Thursday, July 18, 2019, at 8:00 o'clock A.M. (local time), or as soon thereafter as practicable.
- 3.12 VALIDITY OF PROPOSALS. All proposals shall be valid for a period of sixty (60) business days following the date on which proposals are due, except that the proposal of the successful bidder shall remain valid until expiration or termination of any contract based upon the successful bidder's proposal, between PCDC and the successful bidder.
- **3.13 PROPOSALS PROPERTY OF PCDC.** All proposals become the property of PCDC and shall not be returned to the bidder submitting a proposal. The bidder agrees that PCDC may copy the proposal for purposes of facilitating the evaluation of the proposal or for any other reason.
- **3.14 DISPUTES.** In case of any doubt or differences of opinions as to the contents of this RFP, or interpretation of any provision of this RFP, the decision of PCDC shall be final and binding upon all parties.

3.15 BIDDER'S REPRESENTATIONS.

- **3.15.1** By submitting a bid, bidder certifies that bidder is authorized to conduct business in the State of Wisconsin.
- **3.15.2** By submitting a bid, bidder certifies that bidder is familiar with NFPA 58, 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.
- **3.15.3** By submitting a bid, bidder agrees that, if awarded a contract, bidder's work shall be completed in a workmanlike manner and shall conform to such recognized high professional standards as are prevalent in this field of endeavor.
- 3.15.4 By submitting a bid, bidder certifies that bidder's bid and proposal were made and submitted without collusion or fraud and that bidder has not offered or received any kickbacks or inducements from any other bidder, supplier, manufacturer or subcontractor in connection with its bid, and that bidder has not conferred on any PCDC employee or Tribal employee having official responsibility for this procurement transaction any payment, loan, subscription, advance, deposit of money, services or anything of more than nominal value, present or promised, unless consideration of substantially equal or greater value was exchanged.
- 3.16 NATIVE AMERICAN PREFERENCE REQUIREMENTS. The work to be performed under this proposal is subject to the Tribe's General Procurement and Property Management Policies and Procedures, and Section 7(b) of the Indian Self-Determination and Education Assistance Act (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).

3.17 PROPOSAL EVALUATION AND SOURCES OF INFORMATION.

- **3.17.1** Proposals that are timely submitted and comply with the mandatory requirements of this RFP (PCDC 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 PCDC's Needs.
 - 4. Conformance to Terms and Conditions.
 - 5. Native American Preference.
 - 6. Method of Approach.
 - 7. Such other criteria as may be deemed appropriate in evaluating proposals, even if such criteria are not specifically addressed in this RFP.
- 3.17.2 PCDC 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 PCDC all such information and data as may be requested. PCDC 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 PCDC 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. PCDC may use any of this information to evaluate a bidder's proposal.

3.18 AWARD AND NOTIFICATION.

- 3.18.1 Any contract resulting from this RFP will not necessarily be awarded to the vendor with the lowest price/bid. PCDC will award the contract to the responsible vendor submitting the bid/proposal that PCDC deems most advantageous to PCDC. NOTE: Any contract resulting from this RFP will not be in force and affect for any purpose unless and until it is approved by the Lac du Flambeau Tribal Administrator and Department Director.
- 3.18.2 Notice of award to successful bidder will be sent via U.S. mail. Notice may also be provided via email or telephone. All bidders that submitted a proposal will be notified in writing of the PCDC decision to not select.
- 3.18.3 PCDC 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 PCDC. The successful bidder/Contractor may be required to attend a post-award meeting with PCDC to discuss the terms and conditions of the contract by and between the parties. Negotiation and execution of contract with the successful bidder/Contractor shall be completed not more than twenty (20) days from date of award notification.

4. CONTENT AND FORMAT OF PROPOSAL

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

- **4.2 FORMAT.** Proposals shall be prepared on 8.5" x 11" paper, single sided. A proposal submission must include an original and two (2) copies of the proposal, including all attachments.
- **4.3 CONTENT.** Each proposal shall respond completely to the following questions and requests for information:
 - **4.3.1** Please provide full name, address, telephone number(s), fax number, and email address of bidder and bidder's primary contact, and, if bidder is a business organization, identify what type of business organization and verify that bidder is authorized to conduct business in the State of Wisconsin.
 - **4.3.2** Please provide the name and qualifications of the person(s) who will be responsible for general administrative oversight and direct onsite supervision if bidder is awarded a contract, as well as the person who will be responsible for working with the PCDC Contract Administrator to address and resolve contract and performance issues.
 - **4.3.3** Please identify and describe, in detail, any and all warranties associated with the LP System to be installed by the successful bidder/Contractor. Attach copies of applicable warranties to bidder's proposal.
 - **4.3.4** Provide three (3) client references from past LP System installation projects, include current phone numbers.
 - **4.3.5** If any of the following has occurred with respect to bidder, please describe in detail the circumstances for each occurrence:
 - **4.3.5.1** Failure to enter into a contract after having been selected as the successful bidder.
 - **4.3.5.2** Withdrawal of a proposal on any project as the result of an error.
 - **4.3.5.3** Termination of or failure to complete a contract.
 - **4.3.5.4** Involvement in litigation, arbitration, or mediation on any contract.
 - **4.3.5.5** Knowing concealment of any deficiency in the performance of a contract.
 - **4.3.5.6** Submission of a fraudulent or incorrect invoice relating to a contract.
 - **4.3.5.7** Violation of applicable rules, laws, or regulations relating to any contract or project.
 - **4.3.5.8** Debarment from bidding or performing public works projects.
 - **4.3.6** The submission of additional pertinent information beyond the requirements of this RFP is acceptable.

4.4 BID.

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

 Bidders are encouraged to submit proposals for both an above-ground LP System and an underground LP System.
- 4.4.2 Include the hourly rate to be charged by the successful bidder/Contractor relative to work to be performed pursuant to change orders, which will require approval of and by the PCDC Contract Administrator prior to commencement of subject work, and which, upon said approval, will be invoiced and paid on a time and materials basis.
- **4.4.3** Please indicate preferred payment terms, and state whether a down payment is required, and, if so, in what amount. **NOTE:** Down payment shall not exceed 25%.

4.5 ACCEPTANCE OF AND EXCEPTIONS TO TERMS AND CONDITIONS.

- **4.5.1** Subject to subsection 4.5.2, next, by submitting a proposal, bidder signifies that bidder acknowledges, accepts and agrees to all terms, conditions and provisions set forth in this RFP.
- 4.5.2 If the bidder objects to any term, condition or provision contained in this RFP it shall note an exception to such term(s), condition(s) or provision(s) in a clearly identified separate section of the bidder's proposal. The bidder shall clearly refer to and identify the specific sections and paragraphs excepted and/or not agreed to by the bidder. Any exceptions not clearly identified by the bidder via inclusion in such a separate section shall be without force and effect in any subsequent contract. Any and all exceptions that are contained in a proposal submitted by a bidder in response to this RFP may negatively affect the evaluation of the proposal. A proposal that takes exception to any material requirement of the RFP may be rejected.
- **EVIDENCE OF INTENT TO BE BOUND.** Bidder agrees that bidder's submission of a proposal signifies the bidder's intent to be bound by the proposal submitted by the bidder and the terms of this RFP and that the information provided is true, accurate and complete.

5. SCOPE OF WORK

- 5.1 The Contractor must perform the full range of services related to design and installation of a complete and adequate, NFPA 58 compliant LP System, including provision of all components, materials, and labor. The LP System should include a minimum of two (2) 1,000 gallon LP tanks and such standard and special components (such as vaporizers, regulators, magnesium anode rods, concrete slabs, etc.) as are anticipated by Bidder's proposal. All components and materials shall be installed pursuant to manufacturers' specifications. This project will include, but not be limited to, the following tasks:
 - 5.1.1 Design of an LP System sufficient for a total building load of 1,180,000 BTU's, which will be compliant with applicable NFPA 58 guidelines and standards, and resistant to the deleterious effects of sub-zero winter temperatures. Bidders are encouraged to submit proposals for both an above-ground LP System and an underground LP System.
 - **5.1.2** Provision of LP tanks and such standard and special components (such as vaporizers, regulators, magnesium anode rods, concrete slabs, etc.) as are anticipated by Bidder's proposal.
 - **5.1.3** Installation of complete LP System.
 - **5.1.4** Installation of concrete pads, if necessitated by bidder's proposal.
 - **5.1.5** Any and all necessary excavation.
 - **5.1.6** Dispose of debris and keep worksite clean and free of debris.
- 5.2 The Contractor shall provide any and all manuals and/or warranty information related to this project to PCDC upon completion of the project.

6. NOTICES TO BIDDERS AND REQUIREMENTS

6.1 INSURANCE.

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

- **6.1.1.1** Comprehensive General Liability Coverage: Minimum of \$1,000,000 per occurrence and \$2,000,000 in aggregate for property damage and personal injury.
- **6.1.1.2** Business Automobile Liability: Business Automobile Liability covering all owned, hired and nonowned vehicles; \$1,000,000 per occurrence for bodily injury and property damage.
- **6.1.1.3** Excess/Umbrella Liability Coverage: \$1,000,000.
- **6.1.1.4** Worker's Compensation: Statutory limits and benefits. If any owner, partner, executive, officer, member or employee is excluded from Worker's Compensation coverage or if the Worker's Compensation policy is for certificate purposes only, it must be stated on the certificate.
- 6.1.2 The bidder further certifies that it and any subcontractors will maintain this insurance coverage during the entire term of the contract and that all insurance coverage will be provided by reputable insurance companies authorized to sell insurance in Wisconsin by the Wisconsin Office of the Commissioner of Insurance.
- **6.1.3** The Contractor will furnish to the Tribe's Contract Administrator certificates of insurance prior to commencement of work and, upon request, at any time during contract performance.
- 6.1.4 The Contractor will give the Tribe's Contract Administrator 10-days written notice prior to modifying any insurance obtained and/or maintained as required by the contract and this provision. The Tribe may object to the modification within 10 days of receiving the notice.
- **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.
- **FACILITY ACCESS.** PCDC shall make arrangements for the Contractor to access any areas of the facility necessary to complete the project, upon prior notice being provided by the Contractor.
- **STAGING AREA.** Very limited space will be available on site for material and equipment unloading and staging. Careful coordination of material delivery dates with the project schedule is strongly recommended to minimize staging difficulties. Parking areas adjacent to the PCDC facility must be kept clear at all times throughout the project. Temporary closure of parking areas for loading/unloading materials will be permitted, provided advance notification is given to PCDC.
- **CONTRACTOR PARKING.** Limited on-site parking is available at PCDC. Parking spaces designated for Contractor use may not be immediately adjacent to the project work area and may not be in sufficient quantity to allow each individual worker to park his/her own vehicle adjacent to the project site.
- 6.6 CLEANUP/DISPOSAL OF DEBRIS/SITE RESTORATION.
 - **6.6.1** Contractor shall keep the worksite clean and free of debris.
 - **6.6.2** Contractor is responsible for proper handling of materials, including lawful disposal of debris.
 - 6.6.3 Contractor shall repair any damage to the parking area or sidewalks caused by Contractor or Contractor's agents, employees, subcontractors, invitees or assigns. The Contractor shall perform work in a manner which minimizes the potential for damage to existing landscaping around the PCDC building. The Contractor shall be solely responsible for the costs of any landscaping repairs resulting from damages occurring to existing landscaping as a result of the work performed by the Contractor and/or any subcontractor(s).
- 6.7 PROTECTION OF PERSONS AND PROPERTY. The PCDC building will be occupied for the duration of the

project. Contractor is responsible for any necessary barricading and/or safety devices. The Contractor will be held liable for any damage caused to the building, its contents, and/or injury to its occupants, project grounds or landscape.

- **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.
- **6.9 CONTRACTOR'S PERSONNEL.** The Contractor shall be responsible for the conduct and performance of its employees and shall ensure that Contractor employees comply with the following terms and conditions at the worksite:
 - **6.9.1** Contractor employees will not engage in or exhibit loud or boisterous behavior. The workplace atmosphere should be calm, organized and as quiet as possible.
 - 6.9.2 Contractor employees will not enter upon the premises of PCDC while under the influence of or impaired by alcohol or drugs, nor shall they possess alcohol, drugs or commercial tobacco products while on the premises of PCDC, including the parking areas.
 - **6.9.3** Contractor employees will not interfere with the normal operations of PCDC, with the exception of prearranged temporary facility closure or operations suspension for hookup purposes, if necessary.
 - **6.9.4** Contractor employees will be courteous and respectful to staff, patients, clients and visitors of PCDC.
 - 6.9.5 PCDC reserves the right to demand and/or cause the removal of any Contractor employee or agent from the premises of PCDC if PCDC finds said employee or agent incompetent or careless or otherwise objectionable, or determines that there is probable cause to believe that said employee or agent has violated any term of this Section. The Contractor or the designated supervisory representative of the Contractor shall immediately remove such employee from the facility premises upon receipt of demand by PCDC. Alternatively, PCDC may request law enforcement assistance to effect removal.
- ASSIGNMENT OF CONTRACT AND SUBCONTRACTING. No contract between a successful bidder/Contractor and PCDC may be assigned by either party without the prior written consent of the other party, which consent may be given, withheld, or conditioned in the sole and absolute discretion of the party whose consent is sought. Further, the Contractor shall not subcontract for the performance of any of the services referenced in this RFP, or any portion of the project, without prior written approval obtained from PCDC. In the event that the Contractor desires to subcontract some part of the work specified herein, the Contractor shall furnish to PCDC the name(s), qualifications and experience of its proposed subcontractor(s). No subcontractor may perform work on the project unless and until permitted to do so pursuant to written contract or agreement between the Contractor and PCDC. The Contractor shall be as fully responsible for the acts and omissions of its subcontractors and/or persons either directly or indirectly employed by them, as it is for the acts and omissions of persons directly employed by the Contractor, and the Contractor shall assure compliance with all requirements of the Contract.
- **6.11 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.
- **MARKETING PROHIBITION.** The successful bidder/Contractor shall not use the names of, or refer to, PCDC or the Lac du Flambeau Band of Lake Superior Chippewa Indians 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.
- **DEBARMENT AND SUSPENSION.** No contract shall be made to parties listed on the General Services List of Parties Excluded from Federal Procurement or Non-procurement Programs In accordance with E.O.'s 12549 and 12689, "Debarment and Suspension." A list of excluded parties can be found at www.sam.gov. 2 CFR 180, 0MB Guidelines to Agencies on Government-wide Debarment and Suspension (Non-procurement), governs debarment and suspension of federal grantees and sub-grantees from receiving federal grant awards. Debarment and suspension can occur if federal grantees use federal funds wastefully or fraudulently. In order to ensure federal funds do not flow

to excluded parties, federal agencies and grantees are required to check for excluded parties prior to opening bids or awarding.

- 6.14 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.
- its officers, officials, employees, agents and volunteers, from and against any and all claims, demands, expenses, losses, liabilities, causes of action, and the like, which are or may be asserted in any action by anyone, based upon any alleged personal injury, death, property damage or any loss that may occur, or may be alleged to have occurred, as a result of, relating to, arising out of, or in any way associated with, any act or omission of the Contractor, or any failure of the same to comply with any obligations set forth in this RFP and/or a Contract between the parties. The Contractor shall, at its own cost and expense, pay all costs incurred by the Tribe in connection therewith. If any judgment shall be rendered against the Tribe in any such action, the Contractor shall satisfy and discharge the same without cost or expense to the Tribe. However, this indemnity shall not apply to loss or damage which was caused by the sole negligence or willful misconduct of the Tribe. The Contractor's indemnification responsibility under this section shall include the sum of damages, costs and expenses which are in excess of the sum of damages, costs and expenses which are paid out in behalf of or reimbursed to the Tribe and its officers, officials, employees, agents and volunteers by the insurance coverage obtained and/or maintained by the Contractor.
- 6.16 GOVERNING LAW AND VENUE. The successful bidder/Contractor shall consent and agree that any and all questions arising in connection with this RFP and/or any contract resulting therefrom shall be governed first by the laws and ordinances of the Lac du Flambeau Band of Lake Superior Chippewa Indians and second by federal and Wisconsin laws, if applicable. The successful bidder/Contractor shall further consent and agree to the jurisdiction of the Lac du Flambeau Band of Lake Superior Chippewa Tribal Court and that the venue for any legal proceeding relating to this RFP and/or any contract by and between the successful bidder/Contractor and the Tribe shall be the Lac du Flambeau Band of Lake Superior Chippewa Tribal Court.
- **6.17 SOVEREIGN IMMUNITY.** The Lac du Flambeau Band of Lake Superior Chippewa Indians does not waive its Sovereign Immunity.