

**Lac du Flambeau Band
of
Lake Superior Chippewa Indians
and
LDF TRIBAL ROADS DEPARTMENT**



REQUEST FOR PROPOSALS

for

RELOCATION OF FUEL TANKS AND PUMPS

RFP NO. 19-TR-01

1. PURPOSE

The purpose of this Request for Proposals (RFP) is to solicit bid proposals from qualified vendors for the relocation and reinstallation of a 1,000 gallon diesel fuel tank, a 1,000 gasoline tank, and fuel pumps, from their present site on the grounds of the Lac du Flambeau Tribal Roads Department, 280 Industrial Park Road, Lac du Flambeau, Wisconsin, to a new site approximately 360 feet away, as well as provision and installation of a new detached fuel dispensing system and associated equipment. The successful bidder (Contractor) will also inspect the existing pumps and associated equipment to ensure that they are in good working order and properly calibrated. All work will be performed in accordance with applicable laws, regulations, codes and standards in the industry.

This 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). 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 relocating and installing fuel tanks and dispensing 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 the Tribe and in compliance with the specifications, scope of work and conditions set forth in this RFP and the contract entered into by and between the parties. The successful bidder (Contractor) will be expected and required to adhere to every term of this RFP and the contract between the parties and perform the required functions with expertise, knowledge and capability with minimal monitoring by the Tribe.

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

2. RFP ADMINISTRATIVE PROCEDURES

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

Tribe's 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
Phone: 715-588-9630
Email: gthompson@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 June 14, 2019
Written Inquiry Deadline	4:00 P.M., June 28, 2019
Proposals/Bids Due	1:00 P.M., July 5, 2019
Notice of Award Issued	TBA
Begin Contract Performance	Soonest Availability
Contract Completion	Not later than August 15, 2019

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 PREMISES. It is the responsibility of each bidder to examine the present fuel system, premises and grounds of the LDF Tribal Roads Department, 280 Industrial Park Road, Lac du Flambeau, Wisconsin, with respect to the current location and relocation site of the tanks and equipment described herein. Bidders are responsible for all measurements. The Tribe makes no representations as to measurements.

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 RFP Contact at the Post Office 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.** The Tribe's written responses to questions and comments will not identify the submitter and will be sent within three (3) calendar days of the date proposals are due to all known vendors/prospective bidders.

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 two (2) copies.*** 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 1:00 P.M. (local time), Friday, July 5, 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 TRIBAL ROADS FUEL TANK PROJECT." 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 Friday, July 5, 2019, at 2:00 o'clock P.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 familiar with NFPA 30, 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 comply with applicable laws and regulations and 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).
- 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. **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.**

2.18.2 Notice of award to successful bidder will be sent via U.S. mail or email. Notice may also be provided via 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 ten (10) days from date of award notification.

3. CONTENT AND FORMAT OF PROPOSAL

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 two (2) 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 Provide three (3) client references from past fuel tank system installation or relocation projects; include current phone numbers.
- 3.3.4 If any of the following has occurred with respect to bidder, please describe in detail the circumstances for each occurrence:
 - 3.3.4.1 Failure to enter into a contract after having been selected as the successful bidder.
 - 3.3.4.2 Withdrawal of a proposal on any project as the result of an error.
 - 3.3.4.3 Termination of or failure to complete a contract.
 - 3.3.4.4 Involvement in litigation, arbitration, or mediation on any contract or any matter related to installation or relocation of fuel tanks or a fuel dispensation system.
 - 3.3.4.5 Knowing concealment of any deficiency in the performance of a contract.
 - 3.3.4.6 Submission of a fraudulent or incorrect invoice relating to a contract.
 - 3.3.4.7 Violation of applicable rules, laws, or regulations relating to any contract or project.
 - 3.3.4.8 Debarment from bidding or performing public works projects.
- 3.3.5 The submission of additional pertinent information beyond the requirements of this RFP is acceptable.

3.4 BID.

- 3.4.1 The Bid shall include all labor, materials and components (excluding those provided), equipment, costs, overhead, profit, services, expenses and incidentals necessary for the successful performance of the services described in the Scope of Work.
- 3.4.2 ALTERNATE: Include an estimated price for furnishing and installing electrical components and lighting at new fuel station (relocation site).
- 3.4.3 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%.

3.5 ACCEPTANCE OF AND EXCEPTIONS TO TERMS AND CONDITIONS.

- 3.5.1 Subject to subsection 3.5.2, next, by submitting a proposal, bidder signifies that bidder acknowledges, accepts and agrees to all terms, conditions and provisions set forth in this RFP.
- 3.5.2 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.

- 3.6 **EVIDENCE OF INTENT TO BE BOUND.** Bidder agrees that bidder's submission of a proposal signifies the bidder's intent to be bound by the proposal submitted by the bidder and the terms of this RFP and that the

information provided is true, accurate and complete.

4. SCOPE OF WORK

- 4.1** The Contractor must perform the full range of services related to provision of fuel dispensation system, relocation and installation of existing tanks and fuel pumps, and inspection of system components, including provision of all necessary components, materials, and labor. All components and materials shall be new except fuel tanks and pumps. All components and materials shall be installed pursuant to manufacturers' specifications. This project will include, but not be limited to, the following tasks:
- 4.1.1** Relocate and reinstall a 1,000 gallon gasoline tank, a 1,000 gallon diesel fuel tank and fuel pumps from existing enclosed site to a newly constructed station located approximately 360 feet from present location.
 - 4.1.2** Inspect existing equipment to ensure code compliance and proper working condition, and replace components as necessary.
 - 4.1.3** Provide and install a new detached fuel dispensing system for diesel fuel and gasoline (either a dual use dispenser or individual dispensers) and ensure proper calibration upon completion.
 - 4.1.4** Relocate and install existing Fuel Control System and ensure proper calibration and operation upon completion.
 - 4.1.5** ALTERNATE: Furnish and install electrical components and lighting (per applicable Code and regulations) at new fuel station.
 - 4.1.6** Dispose of debris and keep worksite clean and free of debris.
 - 4.1.7** Provide to the Program Director of the Tribal Roads Department, upon project completion, the following:
 - 4.1.7.1** Detailed list of equipment furnished and installed.
 - 4.1.7.2** Literature, manuals and/or warranty information related to any and all equipment and/or components provided and installed by Contractor.

5. NOTICES TO BIDDERS AND REQUIREMENTS

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 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 in aggregate for property damage and personal injury.
 - 5.1.1.2** Business Automobile Liability: Business Automobile Liability covering all owned, hired and non-owned vehicles; \$1,000,000 per occurrence for bodily injury and property damage.
 - 5.1.1.3** Excess/Umbrella Liability Coverage: \$1,000,000.
 - 5.1.1.4** 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.

- 5.1.2** 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.
- 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 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.
- 5.3 FACILITY ACCESS.** The Tribe shall make arrangements for the Contractor to access any areas of the facility necessary to complete the project, upon prior notice being provided by the Contractor.
- 5.4 PROTECTION OF PERSONS AND PROPERTY.** The LDF Tribal Roads 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.
- 5.5 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.
- 5.6 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.
- 5.7 ASSIGNMENT OF CONTRACT AND SUBCONTRACTING.** No contract between a successful bidder/Contractor and the Tribe may be assigned by either party without the prior written consent of the other party, which consent may be given, withheld, or conditioned in the sole and absolute discretion of the party whose consent is sought. Further, the Contractor shall not subcontract for the performance of any of the services referenced in this RFP, or any portion of the project, without prior written approval obtained from the Tribe. In the event that the Contractor desires to subcontract some part of the work specified herein, the Contractor shall furnish to the Tribe the name(s), qualifications and experience of its proposed subcontractor(s). No subcontractor may perform work on the project unless and until permitted to do so pursuant to written contract or agreement between the Contractor and the Tribe. The Contractor shall be as fully responsible for the acts and omissions of its subcontractors and/or persons either directly or indirectly employed by them, as it is for the acts and omissions of persons directly employed by the Contractor, and the Contractor shall assure compliance with all requirements of the Contract.
- 5.8 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.
- 5.9 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, 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.

- 5.10 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.
- 5.11 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.
- 5.12 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.
- 5.13 SOVEREIGN IMMUNITY.** The Lac du Flambeau Band of Lake Superior Chippewa Indians does not waive its Sovereign Immunity.