MENOMINEE INDIAN TRIBE OF WISCONSIN

Professional Engineering Consultant Services

REQUEST FOR PROPOSAL

For

Middle Village 3.8 MW Solar Micro-Grid Professional Engineering

Developed by the
Menominee Tribal Utilities

RFP Release Date: March 26th , 2026

PROJECT ID No. 2026-007

Menominee Indian Tribe of Wisconsin
Is seeking
Professional Engineering Services
For

Middle Village 3.8 MW Solar Grid

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I. REQUEST FOR PROPOSALS SOLICITATION NOTICE

Menominee Indian Tribe of Wisconsin
for
Professional Engineering Services
Menominee Indian Tribe of Wisconsin (MITW)
Keshena, WI 54135

The Menominee Indian Tribe of Wisconsin (Tribe) is soliciting proposals for professional engineering services and/or design build teams to provide comprehensive engineering and design services for the Community of Middle Village (located in Shawano County, Wisconsin).

Submit Proposals as specified herein to:

Menominee Indian Tribe of Wisconsin
ATTN: Linda Kaquatosh, Property Management & Acquisitions Coordinator
PO Box 910
W2908 Tribal Office Loop Road
Keshena, WI 54135
Re: Middle Village 3.8 MW Solar Micro-Grid Design and Engineering

The deadline to submit Proposals as indicated on the clock in the Property Management & Acquisitions Coordinator office is:
Date: April 22, 2026, at 3:00 p.m. CST

Any Proposal received after this deadline will be rejected and will not be opened or considered for award. All proposals submitted shall become the property of MITW upon submission and shall be made a permanent part of MITW's records. Electronic Bids will not be accepted.

Major Items of Work:
The Menominee Indian Tribe of Wisconsin (the "Tribe") is soliciting proposals from qualified engineering firms and/or design-build teams to provide comprehensive engineering and design services for the Menominee Middle Village Microgrid Project, a planned 3.8 MW solar-plus-microgrid system. This is a fully funded project with expected bids to come in at $325,000.00.

The Menominee Nation intends to design, procure, and construct a 3.8 MW microgrid to serve Middle Village. The Scope of Work for this RFP focuses on completing a technical, buildable engineering plan set suitable for immediate construction. The selected respondent will deliver complete engineering documentation across all applicable disciplines, including:

- Civil
- Structural
- Geotechnical
- Electrical
- Substation and Interconnection Engineering

Copies of the Request for Proposals or any Proposal documents may be obtained from the Tribal Utilities Department located at N700 Go Around Road, Keshena, WI 54135, or by calling Utilities Director Darryl Pyawasay at (715) 799-3587 or email dapyawasay@mitw.org

MENOMINEE INDIAN TRIBE OF WISCONSIN

Joshua W Pyatskowit Digitally signed by: Joshua W Pyatskowit DN: CN = Joshua W Pyatskowit OU = DEPARTMENTS, TA Department Date: 2026.04.02 15:42:48 -05'00' 4/2/2026

Joshua Pyatskowit Assistant Administrator — Date
For and on behalf of the MITW

II. BIDDERS SUBMITTAL CHECKLIST

1. **Threshold Items.** The following list of items are considered threshold criteria. Failure to submit any of these items as a part of the Proposal will render it as unresponsive, and it will not be evaluated for award.

- ☐ Completed and Signed Proposal Form
- ☐ Completed and Signed Addendum(s), if applicable
- ☐ Proof of Insurance and Licensing Requirements (Bidder and all Subcontractors)
- ☐ ~~Bid Securities (if applicable)~~
- ☐ Menominee Hiring Preference Work Plan in Compliance with Tribal Code §25.1-11 (if applicable)

2. **Non-Threshold Items.** The following list of items are considered evaluation items. Failure to submit any of these items as a part of the Proposal will not render it as unresponsive; however, any missing items may have a negative impact on the overall evaluation score.

- ☐ Company Overview
- ☐ Profile of Owners, Partners, Key Management Officials, and/or Senior Management
- ☐ Company Capabilities
- ☐ References
- ☐ Description of Projects of Similar Size and Scope
- ☐ Previous Experience with Tribe
- ☐ Native American/Minority Preference Documentation

3. Checklist. Please include this checklist with your Proposal

4. This is not an all-inclusive list of evaluation items. Please see Appendix A – Evaluation Criteria for actual threshold criteria and evaluation items.

III. GENERAL INSTRUCTIONS TO BIDDERS

The purpose of this Request for Proposals (RFP) is to solicit sealed Proposals from qualified Engineering Firms to provide professional engineering services for the completion of a final preliminary engineer report and design of a new elevated steel spheroid water storage tank for the Community of Middle Village (located in Shawano County, Wisconsin).

1. Contents of Each Proposal. Each Proposal shall include, ***at a minimum***, the following documentation:

1.01 Bidders Submittal Checklist (see Section II).

1.02 Completed Proposal Forms.

A. All offered values must be expressed in numeric and in a written format breaking down each division into a schedule of values.

B. Any goods or services offered at no charge must be identified as “No charge”.

C. Any goods or services not offered must be identified as “Not offered”.

D. References. Provide name, title and contact information to include address, telephone number, fax number, and email address, as references will be contacted by MITW.

E. Projects of Similar Size and Scope. Provide a list and description of projects your Company has completed that are similar in size and scope to this project along with contact information for those Companies and/or Organizations that work was performed for.

F. Experience with MITW.

(1) Provide a list and description of projects your Company has previously completed for the MITW.

(2) If bidder has no previous experience with MITW, bidder must provide proposal documents evidence showing capability to provide products and services as required, to include, but not limited to a list of equipment, employees with positions, and a narrative on service plan execution.

G. List of Subcontractors (See item 6 below).

H. Owner Information. Provide information for any business entities each owner/partner of this bid has had with any other business entities and/or partnerships either currently held or has within the past (10) years whether those entities still exist or have been terminated.

1.03 Proof of Insurance for Bidder and all subcontractors.

1.04 Bid Securities, if applicable.

1.05 Company Overview. Provide a summary of your Company that should concentrate on:

A. Profile of Owners, Partners, Key Management Officials, and/or Senior Management.

Provide a biography of Company Owners, Partners, Key Management Officials, and/or Senior Management to include qualifications needed for this project.

B. Experience. Describe how long your Company has been in business as well as describe past experience relative to this project.

C. The qualifications of the firm and of the particular staff to be assigned to this engagement. The firm and all assigned key professional staff are properly licensed to practice in the State of Wisconsin (if applicable).

D. Capabilities. Provide information that describes the financial strengths of the Company, access to capital, equipment needed for project, etc.

1.06 Native American / minority preference documentation, if applicable.

A. Proof of legal ownership in responding firm.

B. Proof of owner ('s) Tribal affiliation with enrollment number(s).

C. Proof of employee ('s) Tribal affiliation with enrollment number(s).

D. Proof of Minority Business classification / certification.

1.07 Menominee Hiring Preference (See Item 18 below).

2. Examination of Proposal Documents and Site

2.01 It is the responsibility of each Bidder, before submitting a Proposal to

A. Examine the Proposal documents thoroughly.

B. Inspect the site as required by the Proposal documents to become familiar with local conditions that may affect cost, progress, performance, or furnishing of the work.

C. Review Tribal, Federal and State laws, ordinances or codes and regulations that may affect cost, progress, performance, or furnishing of the work.

D. Study and carefully correlate Bidder's observations with the Proposal documents.

E. Notify MITW of all conflicts, errors or discrepancies identified by Bidders upon examination of the Proposal documents; and

F. Become familiar with MITW's permit and site regulations.

2.02 Before submitting a Proposal, each Bidder shall, at Bidder's own expense, make or obtain any additional examinations, investigations, exploration, tests and studies, and obtain any additional information and data which pertain to the physical conditions relating to surface, subsurface, and underground facilities, (whether privately or publicly owned) at or contiguous to the site or otherwise which may affect cost, progress, performance, or furnishing of the work and which Bidder deems necessary to determine its Proposal for performing and furnishing the work in accordance with the terms and conditions of the contract documents.

2.03 On request in advance, MITW will provide each Bidder reasonable access to the site to conduct such explorations and tests as each Bidder deems necessary for submission of a Proposal.

3. Bidder's Representation. Bidder represents it is experienced and qualified to perform the services required by the Proposal documents and is properly staffed, organized and financed to perform such services, and to commence such services immediately.

4. Legal Entity Identification. Only proposals which are submitted by legally recognized and identifiable entities shall be considered. Each party of any Joint Venture and Partnership submitting a proposal must consist of established legal business entities of which each entity has an identifiable related contribution to the project, and all submittal requirements must be provided in the name of the Joint Venture or Partnership if/as applicable. Proposals submitted by individuals or joint venture/partnerships of which may comprise individuals only shall not be considered.

5. Subcontractors.

5.01 Bidder shall submit with the Proposal, a list of all Subcontractors to be used on the project (if applicable). The list shall include each subcontractor, subcontractor's employees and their titles, Tribal affiliation (if applicable), and a description of the work the subcontractor will perform. Subcontractors are required to meet the same insurance requirements as the Bidder. **Bidder must include a copy of subcontractor's proof of insurance with Proposal.**

5.02 The successful Bidder shall be responsible for the project site, regardless of the subcontractor's contractual relationship to the successful Bidder.

5.03 The successful Bidder shall cause any subcontractor or employee thereof whom the MITW, in writing, finds to be incompetent, careless or otherwise objectionable.

5.04 Failure of any subcontractor to complete work described in its subcontract in a satisfactory manner, or without delay, will not excuse the successful Bidder from any delay in the completion of the entire contract except as provided in the clause of the contract applicable.

5.05 In connection with the performance of work under this Proposal, the successful Bidder shall not subcontract with a subcontractor who, at the time of the subcontract award, is listed on the List of Parties Excluded from Federal Procurement or Non-procurement Programs, the Menominee Tribal Debarment List, or the Menominee Tribal Debtors List. It is the successful Bidder's responsibility to verify the subcontractor's/vendor's status on these lists.

A. To verify that subcontractors and/or vendors are not on the federal list, go to www.sam.gov/.

B. To verify that they are not on the Menominee Tribal Debarment List or the Menominee Tribal Debtors List contact the MITW Lending and Tax office at 715-799-5140.

5.06 Any change of subcontractors after award of contract requires prior approval and concurrence of MITW.

5.07 Any terms and conditions that are applicable to the successful Bidder are also applicable to the subcontractor(s). The successful Bidder is responsible to ensure compliance by all subcontractors.

6. Proposal Forms

6.01 Bidder shall complete and sign the Proposal Form in its entirety.

6.02 The Proposal price of each item as set forth in the Proposal Form shall be in numerical and written format.

6.03 Bidder is required to submit one lump sum Proposal for all work and provide an individual unit price for each item.

6.04 Bidder is required to include in their proposal any alternate item, complete unit or supplemental prices for each item as called for on Proposal Form (if applicable).

6.05 Bidder is responsible for ensuring Proposal amounts are accurate and without error; inaccuracies may cause the bid to be rejected.

7. Response. In order to be considered for selection, Bidders must submit a ***complete*** response to this RFP. One unbound original copy, and one Digital copy of each Proposal must be submitted.

8. Clarity of Proposals. Proposals should be prepared simply, providing a straightforward, concise description of capabilities to satisfy the requirements of this RFP. Emphasis should be placed on completeness and clarity of content. Proposals should be organized in the order in

which the requirements are presented in this RFP.

9. **Sealed Proposals.** Proposals from businesses that are at least 51% owned by Menominee Tribal member(s) shall clearly mark "Menominee Business" on the subject line of the email after the Project Title.
10. **Where to Send.** Firms responding to this request shall submit Proposals to:

Menominee Indian Tribe of Wisconsin
ATTN: Linda Kaquatosh, Property Management & Acquisitions Coordinator
P.O. Box 910
W2908 Tribal Office Loop Road Keshena, WI 54135

RE: Middle Village 3.8 MW Solar Micro-Grid Professional Engineering

11. **Deadline to Submit Proposals.** Proposals must be received no later than April 22, 2026 at 3:00 pm. Bidders are responsible for the effective delivery by the deadline above; any late submission will be rejected.

12. **Proposal Opening**
    - 12.01 After the official Proposal closing time, the Proposals will be opened publicly at 3:05 PM at the Menominee Property Management & Acquisitions Office.
    - 12.02 Any Proposal conspicuously marked "Menominee Business" will be evaluated first. If any of the Proposals meet the qualifications and criteria as outlined in this RFP, they shall be considered for award.
    - 12.03 Any Proposal envelope not conspicuously marked "Menominee Business" will be evaluated with all other Proposals received.
    - 12.04 If none of the Menominee Businesses meets the criteria or if there are no Menominee Business Proposals received, the remaining Proposals shall then be evaluated.

13. **Proposal Security.** All Bidders shall hold their Proposals open and valid for ninety (90) days from the Proposal due date.

14. **Oral Presentations.** Bidders who submit a Proposal in response to this RFP may be required to give an oral presentation of their Proposal. This is a fact-finding and explanation opportunity only and does not include negotiation. Oral presentations are an option of MITW and may or may not be conducted. MITW will, at its option, schedule the date and time of any oral presentations.

15. **Interpretations.** Any information provided to Bidders is given for information and the convenience of the Bidder only and the accuracy of such information is not guaranteed. The Bidder agrees that such information shall not be used as the basis of a claim against MITW, nor shall the giving of any such information entitle the Bidder to assert any claim or demand against MITW. Neither MITW nor its agents assume any responsibility for errors or misinterpretations resulting from the use of incomplete sets of Proposal Documents. Only questions answered by Addenda will be binding. Oral and other interpretations or clarifications will be without legal effect.

16. **Modification and Withdrawal of Proposal.** Proposals may be modified or withdrawn by notice

to the party receiving Proposals at the place designated for receipt of Proposals any time prior to the deadline of Proposals. A withdrawn Proposal may be resubmitted up to the time designated for the receipt of Proposals provided that it is in full conformance with these Instructions to Bidders.

17. Menominee Hiring Preference. This project is subject to Menominee Tribal Code §25.1-11 "Preference in Contracting" as follows:

17.01 The successful Bidder is required to utilize a Menominee workforce of 20% or greater in the performance of the contracted work including project hours of employment.

A. Contact the Lending & Tax at 715-799-5171 to obtain the names of Indian-owned contractors on or near the Menominee Reservation.

B. Contact Human Resource Department and Kim Kircher, TrANS Instructor (as listed below) to assist in the hiring of employees needed for the project.

Randy Chevalier, Human Resources
Menominee Indian Tribe of Wisconsin (MITW)
P. O. Box 910
Keshena, WI 54135
715-799-5661

Kim Kircher, TrANS Coordinator
Forward Service Corporation Sokaogon – Chippewa Community
3051 Sand Lake Road
Crandon, WI 54520
715-478-7633 Kim.kircher@scc-nsn.gov

17.02 This requirement may be modified prior to the execution of a contract to reduce or eliminate the 20% requirement if the successful Bidder provides adequate proof that:

A. There are not enough qualified Menominee Businesses or Menominee workers to meet this requirement

B. The successful Bidder will perform the contracted work with no subcontractors and with two or fewer employees.

17.03 Bidder must provide with the Proposal a written work plan of how the Bidder plans to implement this requirement (see Appendix M for a sample of the work plan).

18. State and Federal Contract Pricing and Discounts. The MITW is a Federally recognized governmental organization which receives both State and Federal funding and carries out contracts with the United States Department of Interior. As such, MITW is authorized and eligible to receive State and Federal contract pricing and discounts, to include pricing on products and services under contracts with the General Services Administration. It is the responsibility of the Bidder to extend such pricing opportunities to MITW within their Proposal if Applicable.

19. Right of Investigation. MITW may conduct such investigations, as it deems necessary to assist in the evaluation of any Proposal and to establish the responsibility, qualifications, and financial ability of any Bidder, Subcontractor, employees and other persons and organizations proposed to perform and furnish the goods.

20. Effect of Limited Submittal of Proposals. In the event a single Proposal is received, it will be necessary for the MITW to conduct a price analysis of the Proposal amount prior to the award of the contract.

21. Reserved Rights. MITW reserves the right to accept or reject any and all Proposals, retains the right to negotiate all parts of the responses received, including cost, scope of work, timelines, and other relevant details and to accept the Proposal most advantageous to, and

in the best interest of, the MITW.

22. Taxes. MITW is exempt from the payment of federal, state, and local taxes. Taxes must not be included in Proposal prices unless otherwise stated in this RFP. The necessary tax exemption certificates can be found in Appendix C.

23. Anti-Kickback. No employee of the MITW shall accept any bribery, or attempt to bribe, or payment, gratuity, gift of any value, in any form of goods or services, which has been provided to an MITW employee for personal use or gain, directly or indirectly, which was provided in whole or as part of an offer to sell or acceptance to buy goods or services on behalf of MITW. Furthermore, no bidder shall make any such offer to an employee or official of MITW.

24. Superseding Effect. This RFP supersedes all Proposals, oral and written, and all negotiations, conversations or discussions heretofore and between the parties related to the subject matter. Any addendum to this RFP will be done in written form only and issued by MITW.

25. Governing Law. The laws of the MITW will govern any contractual arrangement entered into between MITW and the successful Bidder.

26. Waiver of Sovereign Immunity Prohibited. The MITW Constitution and Bylaws prohibits it from waiving its sovereign immunity. Any Proposal or contractual arrangement requiring the MITW to waive its sovereign immunity will nullify any award made by MITW under this RFP.

27. Questions Regarding this RFP. General questions regarding this RFP must be submitted in written form to the individual listed below. A written response will be mailed or emailed to the party asking the question(s) as well as to all other parties interested in bidding on the project.

ATTN: Darryl Pyawasay, Utilities Director
Menominee Tribal Utilities
N700 Go Around Road
P.O. Box 910
Keshena, WI 54135
(O) 715-799-3587
(C) 715-853-4897
dapyawasay@mitw.org

IV. SPECIAL REQUIREMENTS

The following requirements and conditions shall be considered an essential part of the specifications and Proposal if applicable for the Design Services of the Middle Village Water Tower as identified herein:

1. General Contract Services

1.01 Review of existing sub-station capabilities and interconnections
1.02 Determine location of new micro-grid
1.03 Provide all civil engineering as described
1.04 Complete Geotechnical explorations at new facility site for use in the foundation design
1.05 Provide Electrical Engineering (Generation and Micro Grid Systems)
1.06 Complete structural engineering as per scope of work.
1.07 Provide construction ready documentation as per scope of work

2.01 **Davis-Bacon Act.** This project is funded as a whole or in part with federal funds and as such is subject to the payment of the prevailing wage rates and fringe benefits as set forth in the Davis-Bacon Act. Successful Bidder shall provide MITW with documentation of and a statement attesting to the payment of the applicable prevailing wage rate for any employee or subcontractor performing work under this project. This documentation will be submitted along with any request for payment/invoice. Davis-Bacon rates can be found on the SAM.gov/wage-determination website.

3.01 **Insurance and Licensing Requirements.** All Bidders and subcontractors must meet the following minimum insurance requirements and provide with submitted Bid proof of coverage on a Certificate of Liability Insurance form as found in Appendix D:

3.01 The insurance company providing coverage must have an A or better rating in the current A.M. Bests or Standard & Poor's rating guide.
3.02 All certificates of insurance must be signed by an authorized representative of the insurance company.
3.03 Certificate of insurance must name MITW as a certificate holder and shall include the Unit of Government responsible for this RFP (Community Development Department) and the project identification number as listed on the title page of this RFP.
3.04 Certificate of insurance must name as an additional insured MITW, its agents, officers, officials, and employees are hereby named as additional insureds, as their interest may appear on a primary and Non-contributory basis on Auto, GL and Umbrella.
3.05 The insured name on the certificate of insurance must match the name of the company, individual, or joint venture submitting the Bid.
3.06 The following are considered threshold items for all bidders and subcontractors:

A. General Liability Coverage:
   A. General Liability must be an Occurrence Policy
   B. General Aggregate must apply per project or per location.
   C. Minimum Acceptable Limits of Liability:
      (a) $1,000,000 Each Occurrence
      (b) $1,000,000 Property Damage
      (c) $5,000 Medical Expense
      (d) $1,000,000 Personal & Advertising Injury
      (e) $2,000,000 General Aggregate
      (f) $2,000,000 Products & Completed Operations
   D. General Liability must name MITW, its agents, officers, officials, and employees

as additional insureds.

E. General Liability must provide a waiver of subrogation in favor of the MITW

F. General Liability Coverage must be primary and state neither MITW nor its insurance will be required to contribute to any loss.

B. Automobile Liability

(1) $1,000,000 Combined Single Limit; or

(2) $1,000,000 Bodily Injury

(3) $1,000,000 Property Damage

(4) Automobile Liability must name the MITW, its agents, officers, officials, and employees as additional insureds.

(5) Automobile Liability must provide a waiver of subrogation in favor of MITW.

C. Workman's Compensation insurance as required by the State of Wisconsin statutory Limits.

(1) Employers Liability must meet minimum of $500,000 per occurrence. Each accident; $500,000 Disease-each employee; $500,000 Disease-policy limit.

(2) If any proprietor, partner, executive, officer, member, or employee is excluded from workers' compensation, it must be stated on the certificate.

(3) If the Workers Compensation policy is for certificate purposes only, it must be stated on the certificate.

(4) The Workers Compensation policy shall be endorsed with a waiver of subrogation in favor of the Entity for all work performed by the Contractor, its employees, agents and subcontractors.

3.07 The following are considered non-threshold items that the successful bidder and all subcontractors must meet upon notice of project award:

i. Umbrella Liability - $5,000,000 Limit

1. Umbrella policy must be occurrence policy
2. Umbrella policy must state if it is Excess Liability
3. Must list the deductible/retention limit
4. Umbrella requirement may be waived if $2 million aggregate is carried under the General Liability coverage

ii. The insurance contract must include following:

1. Premises and Operations Liability.
2. Blanket Contractual Liability.
3. Personal Injury.
4. Products & Completed Operations.
5. Contractors Errors & Omissions – minimum coverage $250,000.
6. The general aggregate must apply separately to this project/location; and
7. Insurance policies must be endorsed to provide thirty-day cancellation notice to certificate holder.

3.07 MITW reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other circumstances. Additional coverage which may be required based on the scope of the project may include but are not limited to:

A. Explosion, Collapse and Underground Coverage.

B. Builders Risk Coverage.

C. Installation Floater.

D. Contractors Pollution Liability (without Asbestos/Lead/Mold exclusion);

E. Cyber Liability or IT Professional Liability.

F. Unmanned Aerial Vehicle (drone) Aviation Liability.

3.08 Claims Made Policies

A. If any of the required policies provide coverage on a claims-made basis:
B. The Retroactive Date must be shown and must be before the date of the contract or the beginning of contract work.
C. Insurance must be maintained, and evidence of insurance must be provided for at least five (5) years after completion of the contract of work.
D. If coverage is canceled or non-renewed and not replaced with another claims-made policy form with a Retroactive Date prior to the contract effective date, the Bidder Consultant must purchase "extended reporting" coverage for a minimum of five (5) years after completion of contract work.

3.09 An updated Certificate of Liability Insurance form that meets the above-mentioned threshold and non-threshold items must be provided for the successful bidder and all subcontractors with the signed contract. Failure to provide updated form(s) for the successful bidder and all subcontractors shall void project award, and project shall then be awarded to next responsive and responsible bidder.

3.10 MITW will not reimburse successful Bidder or subcontractors for cost associated with any insurance coverage due to failure by Bidder or subcontractor to include such costs in the initial Bid amount.

3.11 Successful Bidder shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and successful Bidder shall ensure that the MITW is an additional insured on insurance required from subcontractors.

3.12 Any deviation from the above-described limits and coverage must be approved in writing by MITW.

3.13 The insurance policies shall contain a provision that the insurance carrier waives any rights, which it may have to raise as a defense the Tribe's sovereign immunity from suit, but such waiver shall extend only to claims the amount and nature of which are within the coverage and limits of the policy of insurance. The policy shall contain no provision, either expressed or implied, to authorize or empower the insurance carrier to waive or otherwise limit the Tribe's sovereign immunity outside or beyond the coverage and limits of the policy of insurance.

3.14 MITW reserves the right to require complete, certified copies of all required insurance policies, including endorsements, required by these specifications, at any time.

3.15 Contact MITW Insurance Department at 715-799-5182 with any questions relating to insurance requirements. If you wish to verify that your insurance certificate is in compliance **PRIOR** to submitting your Bid, it can be emailed to insurance@mitw.org however, the certificate must still accompany the Bid.

4.01 **Securities**

V. PROJECT OVERVIEW

Project Overview

The purpose of this document is to provide interested parties with information to enable them to prepare and submit a proposal for Engineering Design Services.

This Request for Proposals is issued by the Menominee Indian Tribe of Wisconsin, a federally recognized Indian Tribe organized under a constitution and bylaws pursuant to the Indian Reorganization Act, 48 Stat. 984, 25 U.S.C. § 476 (hereinafter referred to as the Tribe). The purpose of this Request for Proposals (RFP) is to solicit proposals from qualified professional engineering firms for provision of comprehensive engineering and design services through the planning, design and construction phases of a new 3.8 MW Solar Micro -Grid.

The Tribe owns and operates the Middle Village Power Distribution System. The system consists of a Sub-Station and miles of distribution lines and transformers and meters. The system was constructed in the mid-1990's.

Since the sub-station was upgraded in 2020, we looked to install a micro-grid system to off-set electrical costs for Tribal Members and Utilities.

Currently the system serves approximately 72 residential and seven non-residential connections.

The Tribe is also considering expanding the community electrical system to serve up to an additional 70 residential lots and some additional non-residential usage (for facilities such as a convenience store). The proposed layout has been platted and will be provided to selected Firm once under contract.

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.

VI. SCOPE OF SERVICES

The MENOMINEE INDIAN TRIBE of WISCONSIN
Middle Village 3.8 MW Solar Micro-Grid Design and Engineering

Planned Scope of Work

1.0 **Scope of Service**

The scope of work presented below is a summary of requirements. The firm selected shall meet with the Tribe at the beginning of the project to identify all of the deliverables to be provided through this RFP.

The scope of work presented below is a summary of requirements. The firm selected shall meet with the Tribe at the beginning of the project to identify all of the deliverables to be provided through this RFP.

A. Civil Engineering: Provide professional engineering design services to complete the following. All work is to be overseen by a professional engineer licensed in the State of Wisconsin.
   1) Site layout and grading plans
   2) Stormwater management and drainage design
   3) Trenching, duct bank, conduit routing, and underground utility coordination
   4) Erosion and sediment control plans
   5) Compliance with Tribal, local, state, and federal permitting requirements
   6) Access roads, construction laydown areas, equipment staging zones

B. Geotechnical Engineering: Provide professional engineering design services to complete the following. All work is to be overseen by a professional engineer licensed in the State of Wisconsin.
   1) Subsurface investigation and soil borings
   2) Foundation recommendations for racking, equipment pads, inverters, transformers, and substation infrastructure
   3) Grounding and soil resistivity analysis
   4) Bearing capacity, frost depth, and soil stabilization recommendations

C. Structural Engineering Provide professional engineering design services to complete the following. All work is to be overseen by a professional engineer licensed in the State of Wisconsin.
   1) Structural design of racking systems (ground mount or canopy if applicable)
   2) Equipment pads and foundations
   3) Substation foundations and structural supports
   4) Structural calculations stamped by a Professional Engineer

D. Electrical Engineering (Generation & Microgrid Systems): Provide professional engineering design services to complete the following. All work is to be overseen by a professional engineer licensed in the State of Wisconsin.
   1) PV system design (array layout, DC collection, inverter configuration)
   2) AC collection system design
   3) Medium-voltage system design
   4) Microgrid controller architecture
   5) Protection schemes, relays, switchgear coordination
   6) Load flow, short-circuit, arc flash, and protection coordination studies
   7) System grounding design
   8) Communications and controls architecture
   9) SCADA integration design
   10) Future battery integration provisions (if not installed in Phase I)

E. Permitting & Regulatory Support: Provide professional engineering design services to complete the following. All work is to be overseen by a professional engineer licensed in the State of Wisconsin.
   1) Engineering support for environmental, land use, and construction permits Substation layout and equipment specifications
   2) Engineering documentation required for Tribal, state, and federal approvals
   3) Coordination with permitting agencies and utilities
   4) Support for grant compliance documentation (if applicable)

F. Substation & Interconnection Engineering: Provide professional engineering design services to complete the following. All work is to be overseen by a professional engineer licensed in the State of Wisconsin.
   1) Utility interconnection design
   2) Substation layout and equipment specifications
   3) Interconnection protection schemes
   4) Utility coordination and application support
   5) Utility review response management
   6) Design aligned with utility technical standards and requirements
   7) Point of Interconnection (POI) design and relay settings

G. Construction-Ready Documentation: Provide professional engineering design services to complete the following. All work is to be overseen by a professional engineer licensed in the State of Wisconsin.
   1) Full Issued-for-Construction (IFC) drawing set
   2) Technical specifications for procurement
   3) Bill of Materials (BOM) with engineering-defined quantities
   4) Construction sequencing and phasing considerations
   5) Value engineering options (optional alternate designs)
   6) Constructability review to minimize field change orders

VII. PRICE PROPOSAL FORM

Pricing

We are seeking not to exceed lump sum price for the project to include all services referenced in Section 1.0 Scope of Services. There will be no reimbursable items, thus all expenses (i.e. travel, photocopying, etc.) must be included in your lump sum proposal price.

Cost Proposal for Middle Village 3.8 MW Micro Grid Design and Engineering

Task Description	Duration	Total Cost
Site Visit, and Survey of existing area		$
Planning Meeting with Com. Dev. team		$
50% Preliminary Engineering Phase Cpl.		$
90% Engineering Phase Cpl.		$
Community Presentation (s)		$
100% Engineering and PS&E Submitted		$
Other miscellaneous Costs not included in hourly rates. Please list. (i.e. travel, photocopying, etc.)		$
		$
		$

Total Engineering Cost for Middle Village 3.8 MW Solar Micro-Grid Professional Engineering

Lump Sum Price Not to Exceed: $

_____

Numeric Value **Written Dollar Value**

Consultant's and any sub-consultants' travel expenses (e.g. airfare, lodging, and meals, insurance) and other miscellaneous expenses related to the provision of on-site services must be included in the proposed cost and cannot be an additional charge.

Consultant's expenses related to providing on-site services (e.g. computer, printer, miscellaneous equipment) must be included in the proposed cost and cannot be an additional charge.

VIII. References

A. References. List of references along with contact information**.**

Name: _____
Email Address: _____
Mailing Address: _____
Phone Number: _____
Fax Number: _____

Name: _____
Email Address: _____
Mailing Address: _____
Phone Number: _____
Fax Number: _____

Name: _____
Email Address: _____
Mailing Address: _____
Phone Number: _____
Fax Number: _____

B. Similar Projects. List of projects similar in scope and size to this project along with the contact information for each company and/or organization listed.

Contact Person: _____
Company/Organization: _____
Address: _____
Phone Number: _____
Fax Number: _____

Project Description:

_____
_____
_____

Contact Person: _____
Company/Organization: _____
Address: _____
Phone Number: _____
Fax Number: _____

Project Description:

_____
_____
_____

Contact Person: _____
Company/Organization: _____
Address: _____

Phone Number: _____
Fax Number: _____

Project Description:

_____
_____
_____

Contact Person: _____
Company/Organization: _____
Address: _____
Phone Number: _____
Fax Number: _____

Project Description:

_____
_____
_____

C. Experience with MITW. List of projects previously completed for the MITW (if more space is required, add additional pages as needed). If Bidder has no previous experience with MITW, Bidder must provide with Proposal documents evidence showing capability to provide products and services as required, to include, but not limited to a list of equipment, employees with positions, and a narrative on service plan execution.

Contact Person: _____
Department: _____
Date Completed: _____

Project Description:

_____
_____
_____

Contact Person: _____
Department: _____
Date Completed: _____

Project Description:

_____
_____
_____

Contact Person: _____
Department: _____
Date Completed: _____

Project Description:

_____
_____

D. Subcontractors Information. (If more space is required, submit to additional pages as needed).

Contact Person: _____
Company/Organization: _____
Address: _____
FEIN#: _____
Phone Number: _____

Contact Person: _____
Company/Organization: _____
Address: _____
FEIN#: _____
Phone Number: _____

Contact Person: _____
Company/Organization: _____
Address: _____
FEIN#: _____
Phone Number: _____

E. Owner Information. Provide all the requested information below for any business entities each owner/partner of this Proposal has had with any other business entities and/or partnerships either currently held or has held within the past ten (10) years whether those entities still exist of have been terminated. Insert additional pages with the proposal if necessary.

Owner Name	Entity Name	Type of Entity	State of Origin	DUNS#	FEIN#

F. Bidder's Statement and Signature.

I, the undersigned, have read, understand, and am in compliance with the Instructions to Bidders, including the Special Requirements, in preparing a Proposal for the design and engineering of the 3.8 MW solar micro-grid for Middle Village. The undersigned understands that any condition to the above requirements submitted contrary to such requirements will render this Proposal unresponsive. The undersigned also certifies that this Proposal shall remain open and valid for 90 days after the due date of Proposals.

Company Name

Address

City | State | Zip Code +4 (**full 9 digits required**)

Authorized Signature | Title | Date

Printed Name | Telephone Number

Email address | FEIN Number

Appendix "A" – Example Evaluation Criteria

PROJECT: Professional Engineering Consultant Services

BIDDER: _____

1. **THRESHOLD CRITERIA MET.** Proposals that do not meet these thresholds criteria will not be evaluated or considered for award.
   Date: April 22 2026, at Time: 3:00 p.m.

Proposal Deadline Met	☐ YES	☐NO	
MITW Taxes/Debt Current	☐ YES	☐NO	
Proof of Insurance included with Proposal (Bidder & Subs)	☐ YES	☐NO	☐ N/A
~~Bid Security (if applicable)~~	☐ YES	☐NO	☐ N/A
Federal Excluded Parties List System (www.epls.gov)	☐ YES	☐NO	
Menominee Tribal Debarment List and/or Debtors List	☐ YES	☐NO	
Work Plan in Compliance with Tribal Code §25.1-11	☐ YES	☐NO	☐ N/A
Within Project Budget Amount	☐ YES	☐NO	☐ N/A

2. **QUALIFICATIONS:** Proposals that do not meet the minimum threshold points of 25 in these categories will be considered unqualified and will not be considered for award.

Description of Qualifications	Threshold Points	Minimum Score	Maximum Score	Evaluator's Score
Oral Presentation	n/a	0	3	
Company Overview	n/a	0	15	
Experience How long has Company been in Business	5	0	15	
Profile Staff Owners, Partners, Key Management Officials and/or Senior Management	n/a	0	10	
Capabilities Financial strengths, access to capital, equipment, etc.	10	0	20	
References 3 points per reference	5	0	12	
Description of Similar Projects	5	0	15	
Experience with Tribe ±3 points per project	0	-15	15	
Adherence to Proposal Instructions	n/a	0	5	
TOTAL POINTS (MAX 110)►	25	-15	110	

3. **TOTAL POINTS:** _____

The low Bidder will receive the maximum points. All other Proposals will be compared to the low Proposal (Bid "X" divided by the Low Proposal). For every 1% higher than the low Proposal, 3 points will be deducted from Proposal "X"'s price points.

4. MINORITY PREFERENCE. Maximum Points Available (30) or 15% - not variable
If the Bidder is a Tribal member owned corporation or partnership, the Bidder must provide the following documentation with Proposal.

i. Proof of Tribal Membership
ii. Proof of financial interest or ownership in the entity
iii. List of Native American employees and enrollment numbers
iv. Proof of MBE, WBE certification

A.) Ownership - Tribal Affiliation

Affiliation 4A	Max Score	Evaluator's Score
Enrolled Menominee Tribal Member 51% owned	20	
Other Native American Owned Business	10	
Spouse to enrolled Menominee	10	
Descendant (1&2 Gen.) of enrolled Menominee	5	
Other MBE, WBE, certified business	5	
TOTAL POINTS (MAX 20)►	20	

B.) Employees - Tribal Affiliation (Not claimed in 4A)

Affiliation 4B	Max Score	Evaluator's Score
Enrolled Native American Employees	2 points each	
Native American Subcontractor(s)	2 points each	
TOTAL POINTS (MAX 10)►		

TOTAL POINTS SCORED: _____

MAXIMUM POINTS AVAILABLE: (200)

COMMENTS AND CONSIDERATIONS: _____

_____

Signature of Evaluator: _____

Date of Proposal Evaluation: _____

Appendix "B" – Construction Use Tax

MENOMINEE NATION

MENOMINEE TRIBAL LEGISLATURE

TRIBAL CODE §200.1-11

USE TAX ON CONSTRUCTION MATERIALS

Article I. Use Tax on Construction Materials

§ 200-1. Definitions.

As used in this article, unless the context requires otherwise, the following terms shall have the meaning indicated:

CONSTRUCTION CONTRACTOR
Includes any person who, on the Menominee Reservation, acts as any general contractor, subcontractor, operative builder or special trade contractor as enumerated in the Standard Industrial Classification Manual (1972 edition as supplemented) prepared by the Office of Management and Budget, Executive Office of the President of the United States, but does not include the Menominee Tribe of Indians or any political subdivision or organization of such Tribe created by or under the jurisdiction of the governing body of such Tribe or any enterprise of such Tribe.

DOING BUSINESS ON THE RESERVATION
Engaging in activity as a construction contractor within the exterior boundaries on the Reservation.

MATERIALS USED IN ANY CONSTRUCTION PROJECT
Materials incorporated into any permanent or temporary structure or consumed at any construction project by any construction contractor while doing business on the Reservation.

PERSON
Any natural person, firm, partnership, corporation, company, or association.

PLACE OF BUSINESS ON THE RESERVATION
Each location on the Reservation where a person engages in activity as a construction contractor.

§ 200-2. Imposition of Tax; exception.

There is hereby imposed upon the privilege of doing business as a construction contractor on the Menominee Reservation (hereinafter called "Reservation") a use tax upon the price paid for all materials used by a construction contractor in any construction project within the exterior boundaries of the Reservation, except that such tax shall not apply.

A.) To materials used in the construction, rehabilitation, remodeling, alteration or repair of:

1.) A private residence owned and occupied (or intended for occupancy) by an individual; or
2.) An outbuilding owned by an individual where such construction, rehabilitation, remodeling, alteration or repair is undertaken at the expense of such individual and not undertaken at the expense of the Menominee Department of Housing.

B.) When the Menominee Indian Tribe or its authorized agents, employees or its officers act as the general contractor for the construction projects within the exterior boundaries on the Menominee Indian Reservation.

§ 200-3. Rate of tax.

A.) The tax imposed in § 200-2 shall be assessed in accordance with the following schedule:

Price Paid for Materials	**Tax**
$0.01 to $0.11	$0.00
$0.12 to $0.30	$0.01
$0.31 to $0.50	$0.02
$0.51 to $0.70	$0.03
$0.71 to $0.90	$0.04
$0.91 to $1.11	$0.05
$1.12 to $1.30	$0.06
$1.31 to $1.50	$0.07
$1.51 to $1.70	$0.08
$1.71 to $1.90	$0.09
$1.91 to $2.11	$0.10

B.) Each Additional dollar of fraction thereof is assessed an increment of tax accord with this schedule.

§ 200-4. Persons subject to tax.

Each construction contractor doing business on the Reservation is subject to the tax imposed in § 200-2.

§ 200-5. Permit for place of Business.

A.) No construction contractor may maintain a place of business on the Reservation unless the Menominee Indian Tribe (hereinafter called the “Tribe”) has issued a permit to such contractor.

B.) Each construction contractor doing business on the Reservation shall make application to the Tribe for a permit for each location where the applicant maintains or intends to maintain a place of business in the Reservation. Such application shall be made in the form prescribed by the Tribe and shall set forth the name under which the applicant transacts or intends to transact business on the Reservation and the applicant’s principal place of business (if different from the location on the Reservation for which the permit application is made). The application shall be signed by the owner or the applicant, if a natural person, or, in the case of an association or partnership, by a member or partner

thereof, or, in the case of a corporation, by an executive officer thereof, or by some other person specifically authorized by the corporation to sign the application, to which shall be attached written evidence of the signatory's authority. Each permit application shall be accompanied by a filing fee of $15.00.

C.) Each applicant for a permit shall post a bond or other adequate security as security for future use tax obligations to the Tribe as a condition for issuance of a permit. Failure of a permit holder to maintain such bond or other adequate security while doing business on the Reservation shall result in revocation of a permit.

D.) The Tribe shall issue a permit to an applicant who files a completed application and pays the prescribed fee, provided that the Tribe may refuse to issue a permit to any applicant who is delinquent in payment of any obligation to the Tribe until such obligation is satisfied.

E.) A permit may not be assigned or transferred and is valid only for use be the person in whose name it is issued and at the location for which issued. A permit shall be conspicuously displayed at all times at the location for which it is issued. Once issued, a permit shall continue in validity and effectiveness, without payment of additional fees, when used in accordance with the requirements set forth herein, until cancelled or revoked.

§ 200-6. Reporting and remittance of tax; penalty.

A.) No later than the 15th day after the last day of each calendar quarter-year, each construction contractor holding a permit shall provide, in a report form prescribed by the Tribe, a list of and the prices paid for all materials used during the immediately preceding quarter-year in each construction project for which such construction contractor has been issued a permit and shall remit to the Tribe payment of the tax due on such material calculated in accordance with the schedule set out in § 200-3.

B.) Alternate procedure.

1.) In lieu of the reporting and remitting procedures provided in Subsection A, a construction contractor may petition the Tribe for permission to use the following alternate reporting and remitting procedure:

i. List all material and the prices paid for the same that are intended for use in a construction project on the Reservation during the immediately following one, two, three, and four calendar quarters.

ii. Calculate the tax applicable to such material in accordance with the schedule set out in § 200-3

iii. Divided the amount of tax by the number of applicable quarters and remit each quarter's pro rata share of the tax no later the 15th day after the end of such quarter.

2.) Then price of any and all additional materials subsequently purchased during a quarter-year in which this alternate procedure is employed shall be included in the report for the quarter in which used, and the tax applicable to such materials shall

be remitted to the Tribe with such report no later than the 15th day after the end of such quarter.

C.) Any construction contractor subject to tax under this article who fails to pay the tax when due shall be assessed a penalty of 1% per month (or fraction thereof) on the amount of tax due, such penalty to continue to accrue until the full amount due id remitted to the Tribe.

D.) If it is determined subsequent to the receipt of tax proceeds be the Tribe that an amount of tax penalty on interest has been paid which was not due under provisions of the article, whether as a mistake of fact or law, such amount shall be credited against any tax due, or to become due, under this article from the person who made the overpayment, or such amount shall be refunded to such person by the Tribe, provide that a claim for refund shall be filed within three years of the collection of the overpayment or such claim shall be forever barred.

E.) An extension of time, not to exceed 15 days, within which to make a report and remittance requires by this section may be granted by the Tribe upon proper application thereof.

F.) The Tribe shall issue a receipt for each use tax remittance made.

§ 200-7. Enforcement.

A.) Failure of any construction contractor to comply with the reporting and remittance provisions of § 200-6 shall result in revocation by the Tribe of all permits held be such contractor and in the denial of the privilege of doing business on the Reservation.

B.) No construction contractor whose permit has been revoked pursuant to Subsection A of this section shall be eligible to apply for a new permit until such contractor has fully satisfied all delinquent obligations to the Tribe, has filed a new application in conformance with the provisions of § 200-5B, has posted a bond or other security as provided in § 200-5C, and has paid a permit reinstatement fee of $25.

C.) The Tribe is empowered and authorized to deny to any person not a member of the Tribe the privilege of coming within the exterior boundaries of the Reservation, if such person is delinquent n paying any obligation owed to the Tribe.

§ 200-8. Authority of Lending & Tax.

The Lending & Tax Department of the Tribe shall have authority to implement and enforce this article, to collect taxes and penalties due, to issue forms and regulation, and to institute such procedures and proceedings as are necessary to carry out the purpose and provisions of this article.

§ 200-9. Consent to jurisdiction.

A.) All contracts and other agreements which permit or authorize the lawful presence of persons who are not tribal members upon tribal land or individually owned Indian trust land within the exterior boundaries on the Reservation shall henceforth contain the following provision: “The undersigned herby irrevocably stipulates, consents and agrees to the jurisdiction of the Menominee Tribal Court in any action for the purpose of collecting

or enforcing any Menominee tribal tax. The failure to pay any overdue tax upon demand shall be just cause for the termination of this agreement."

B.) No such agreement entered into after the effective date of this article which does not contain the provisions set forth above shall be valid and binding upon the Tribe of enforceability against any person in the Menominee Tribal Court.

§ 200-10. When effective.

This article shall become effective upon enactment and shall be applicable to any construction contractor who does business on the Reservation after June 1. 1983, but shall not apply to any construction project where construction commenced prior to June 1, 1983.

§ 200-11. Waiver.

The Menominee Tribal Legislature may waive the remittance of any tax obligation under this article by motion if the Legislature determines that one of the following conditions exists:

A.) There is no jurisdiction to impose said tax.

B.) Imposition of the tax would unfairly affect Indian contractors because of an inability to enforce the tax equally against both Indian and non-Indian contractors; or

C.) Waiver is in the best interests of the Menominee Indian Tribe.

Appendix "C" – Wisconsin Sales and Use Tax Exemption Certificate

WISCONSIN SALES AND USE TAX EXEMPTION CERTIFICATE

Check One ☐ Single Purchase ☐ Continuous

Purchaser's Business Name	Purchaser's Address

The above purchaser, whose signature appears on the reverse side of this form, claims exemption from Wisconsin state, county, baseball or football stadium, local exposition, and premier resort sales or use tax on the purchase, lease, license, or rental of tangible personal property, property under s.77.52(1)(b), items under s.77.52(1)(c), goods under s.77.52(1)(d), or taxable services, as indicated by the box(es) checked below.

I hereby certify that I am engaged in the business of selling, leasing, licensing, or renting: _____

_____

(Description of property, items, goods, or services sold by purchaser.)

General description of property or services purchased (itemize property, items, or goods purchased if "single purchase"):

_____

_____

Seller's Name	Seller's Address

PROPOSED EXEMPT USE

☐ **Resale** (Enter purchaser's seller's permit or use tax certificate number)_____

Manufacturing

☐ Tangible personal property (TPP) or item under s.77.52(1)(b) that is used exclusively and directly by a manufacturer in manufacturing an article of TPP or items or property under s.77.52(1)(b) or (c) that is destined for sale and that becomes an ingredient or component part of the article of TPP or items or property under s.77.52(1)(b) or (c) destined for sale or is consumed or destroyed or loses its identity in manufacturing the article of TPP or items or property under s.77.52(1)(b) or (c) destined for sale.

☐ Machines and specific processing equipment and repair parts or replacements thereof, exclusively and directly used by a manufacturer in manufacturing tangible personal property or items or property under s.77.52(1)(b) or (c) and safety attachments for those machines and equipment.

☐ The repair, service, alteration, fitting, cleaning, painting, coating, towing, installation, and maintenance of machines and specific processing equipment, that the above purchaser would be authorized to purchase without sales or use tax, at the time the service is performed thereon. Tools used to repair exempt machines are not exempt.

☐ Fuel and electricity consumed in manufacturing tangible personal property or items or property under s.77.52(1)(b) or (c) in this state.

Percent of fuel exempt: _____% Percent of electricity exempt: _____%

☐ Portion of the amount of fuel converted to steam for purposes of resale. (Percent of fuel exempt _____%)

Farming (To qualify for this exemption, the purchaser must use item(s) exclusively and directly in the business of farming, including dairy farming, agriculture, horticulture, floriculture, silviculture, or custom farming services.)

☐ Tractors (except lawn and garden tractors), all-terrain vehicles (ATV) and farm machines, including accessories, attachments, and parts, lubricants, nonpowered equipment, and other tangible personal property or items or property under s.77.52(1)(b) or (c) that are used exclusively and directly, or are consumed or lose their identities in the business of farming.

☐ Feed, seeds for planting, plants, fertilizer, soil conditioners, sprays, pesticides, and fungicides.

☐ Baling twine and baling wire.

☐ Breeding and other livestock, poultry, and farm work stock.

☐ Containers for fruits, vegetables, grain, hay, and silage (including containers used to transfer merchandise to customers), and plastic bags, sleeves, and sheeting used to store or cover hay and silage.

☐ Animal waste containers or component parts thereof (may only mark certificate as "Single Purchase").

☐ Animal bedding, medicine for farm livestock, and milk house supplies.

S-211 (R. 11-09) This Form May Be Reproduced Wisconsin Department of Revenue

Federal and Wisconsin Governmental Units

Enter CES No., if applicable

- ☐ The United States and its unincorporated agencies and instrumentalities and any incorporated agency or instrumentality of the United States wholly owned by the United States or by a corporation wholly owned by the United States.
- ☐ Any federally recognized American Indian tribe or band in this state.
- ☐ State of Wisconsin or any agency thereof; Local Exposition District, Professional Baseball Park District, or Professional Football Stadium District.
- ☐ Wisconsin county, city, village, or town, including public inland lake protection and rehabilitation district, municipal public housing authorities, uptown business improvement districts, local cultural arts district, the Wisconsin Aerospace Authority, the Health Insurance Risk-Sharing Plan Authority, the Wisconsin Quality Home Care Authority, the Fox River Navigational System Authority, and any Regional Transit Authority in Wisconsin.
- ☐ Wisconsin public schools, school districts, universities, and technical college districts.
- ☐ County-city hospitals or UW Hospitals and Clinics Authority.
- ☐ Sewerage commission, metropolitan sewerage district, or a joint local water authority.

Other

- ☐ Containers and other packaging, packing, and shipping materials, used to transfer merchandise to customers of the purchaser.
- ☐ Trailers and accessories, attachments, parts, supplies, materials, and service for motor trucks, tractors, and trailers which are used exclusively in common or contract carriage under LC or IC No. _____.
- ☐ Items or services purchased directly by and used by religious, charitable, educational, scientific, or other organizations holding a Wisconsin Certificate of Exempt Status. CES No. _____ .
- ☐ Tangible personal property and items, property and goods under s.77.52(1)(b), (c), and (d) to be resold by _____ on my behalf where _____ is registered to collect and remit sales tax to the Department of Revenue on such sales.
- ☐ Tangible personal property, property, items and goods under s.77.52(1)(b), (c), and (d), or services purchased by a Native American with enrollment # _____, who is enrolled with and resides on the _____ Reservation, where buyer will take possession of such property, items, goods, or services.
- ☐ Tangible personal property and items and property under s.77.52(1)(b) and (c) becoming a component of an industrial or municipal waste treatment facility, including replacement parts, chemicals, and supplies used or consumed in operating the facility.
- ☐ Portion of the amount of electricity or natural gas used or consumed in an industrial waste treatment facility. (Percent of electricity or natural gas exempt _____%)
- ☐ Electricity, natural gas, fuel oil, propane, coal, steam, corn, and wood (including wood pellets which are 100% wood) used for fuel for **residential** or **farm** use.

	% of Electricity Exempt	% of Natural Gas Exempt	% of Fuel Exempt
☐ Residential	_____%	_____%	_____%
☐ Farm	_____%	_____%	_____%

Address Delivered: _____

- ☐ Percent of printed advertising material solely for out-of-state use. _____%
- ☐ Catalogs, and the envelopes in which the catalogs are mailed, that are designed to advertise and promote the sale of merchandise or to advertise the services of individual business firms.
- ☐ Other purchases exempted by law. (State items and exemption). _____

_____

_____

_____

I hereby certify that if the item(s) being purchased are not used in an exempt manner, I will remit use tax on the purchase price at the time of first taxable use. I understand that failure to remit the use tax may result in a future liability that may include tax, interest, and penalty.

Signature of Purchaser	Print or Type Name	Title	Date

(DETACH AND PRESENT TO SELLER)

-2-

Appendix "D" – Certificate of Insurance

ACORD

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): Date COI was Produced

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME:
Insurance Group Representing Bidding Company	PHONE (A/C, No, Ext): 563-587-5000 FAX (A/C, No): 563-583-7339
	E-MAIL ADDRESS:

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Insurance Company	
INSURER B :	
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED: Name and Address of Bidding Company — MENOINO-01

COVERAGES **CERTIFICATE NUMBER:** 1825449437 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY [X] PRO-JECT [X] LOC OTHER:			Policy #	Current	Dates	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG $	$1,000,000 $1,000,000 $5,000 $1,000,000 $2,000,000 $2,000,000 $
A	AUTOMOBILE LIABILITY X ANY AUTO OWNED AUTOS ONLY HIRED AUTOS ONLY SCHEDULED AUTOS NON-OWNED AUTOS ONLY			Policy #	Current	Dates	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) $	$1,000,000 $ $ $ $
	UMBRELLA LIAB [ ] OCCUR EXCESS LIAB [ ] CLAIMS-MADE DED [ ] RETENTION $			Policy #	Current	Dates	EACH OCCURRENCE AGGREGATE $	$5,000,000 $ $
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? N / A (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below			Policy #	Current	Dates	PER STATUTE [X] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$500,000 $500,000 $500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

MITW, its agents, officers, officials and employees are additional insured on the General Liability policy on a primary, non-contributory basis per written contract between the named insured and the certificate holder that requires such a status subject to the terms and conditions of the endorsement attached to the policy.

MITW, its agents, officers, officials and employees are additional insured on the BLANK policy per written contract between the named insured and the certificate holder that requires such a status subject to the terms and conditions of the endorsement attached to the policy.

The General Liability, Auto and Workers Compensation policy includes a waiver of subrogation in favor of MITW, its agents, officers, officials and employees per written contract between the named insured and the certificate holder that requires such a status subject to the terms and conditions of the endorsement

See Attached...

CERTIFICATE HOLDER

MITW
MITW's Unit of Gov Requesting RFP
RFP's Project Identification #
MITW's Full Address

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE: Signature of Producer

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AGENCY CUSTOMER ID: MENOIND-01
LOC #:

ACORD

ADDITIONAL REMARKS SCHEDULE

Page 1 of 1

AGENCY Cottingham & Butler	NAMED INSURED Menominee Indian Tribe of WI PO Box 910 Keshena WI 54135
POLICY NUMBER	
CARRIER / NAIC CODE	EFFECTIVE DATE:

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: 25 FORM TITLE: CERTIFICATE OF LIABILITY INSURANCE

attached to the policy.

A 30-day notice of cancellation is provided by the insurance company to the certificate holder as outlined by the endorsement attached to the General Liability, Auto, Workers Compensation and Umbrella policies.

ACORD 101 (2008/01)

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Appendix "E" – Sample Contract

CCN # Add contract control number here

PARTIES:

MENOMINEE INDIAN TRIBE OF WISCONSIN (hereinafter referred to as "Tribe")

Located at P.O. Box 910
Keshena, WI 54135

And

ADD NAME OF CONTRACTOR HERE (hereinafter referred to as "Contractor")

Located at: (Add Contractor Address Here)

TERMS AND CONDITIONS

IN CONSIDERATION OF the promises and mutual covenants and agreements contained, the parties agree as to the following:

1.0 DEFINITIONS.

1.1 "Contractor" shall mean the individual, business, organization, or company providing services or goods to the Tribe pursuant to this contract.

1.2 "Main Contract" shall mean this document to which the Service Agreement and other Exhibits or Attachments are attached thereto and incorporated by reference.

1.3 "Service Agreement" shall mean the document incorporated by reference and attached hereto as Exhibit "A", which details the services, goods and/or work to be furnished to the Tribe pursuant to this Contract.

1.4 "Tribe" shall mean the Menominee Indian Tribe of Wisconsin.

2.0 SERVICES TO BE RENDERED BY THE CONTRACTOR.

2.1 Contractor agrees to provide the services goods and/or work detailed and described in the Service Agreement incorporated by reference and attached hereto as Exhibit "A". The *general nature* of the service(s) is/are as follows:

2.2 Contractor understands and agrees that specific terms of the Service Agreement shall control over inconsistent general terms and conditions of the Main Contract.

2.3 Contractor agrees to furnish all labor, materials, equipment, supplies, services, tools, machinery, and other facilities of every kind and description required for the prompt and efficient execution of the following described duties, services and/or goods, unless otherwise specified in the Service Agreement.

2.4 Contract shall perform the work described herein at the following location: Water Street, Neopit, WI, unless other specified in the Service Agreement.

2.5 All of the equipment and materials furnished under this contract will be new and the work will be of good quality.

3.0 TERM OF CONTRACT. Contractor shall begin work on _____ and complete all work on or before _____, unless otherwise specified in the Service Agreement.

4.0 COMPENSATION TO BE PAID BY THE TRIBE.

4.1 The Contractor shall submit all documentation of work completed to the Tribe upon the 25th day of each month and Tribe shall pay the amount due upon the following next Menominee Tribal Finance Department check disbursal date, unless otherwise specified in the Service Agreement. The term "documentation" shall mean weekly pay reports, construction schedule, costs breakdown, invoices, and all other itemized information relating to completed performance. Total amount paid by the Tribe shall not exceed_____, unless otherwise specified in the Service Agreement.

4.2 No payment shall be made for work, which, in the judgment of the Tribe, has not been completed in a manner satisfactory to the Tribe. Additional work performed by Contractor without a written amendment will not entitle Contractor to an increase in the Contract Price or an extension of the Contract Period of Performance.

5.0 SUPERSEDING EFFECT. This Contract supersedes all prior oral or written agreements, if any, between the parties and constitutes the entire agreement between the parties with respect to the work to be performed by the Contractor and the compensation to be paid by the Tribe.

6.0 ADDITIONAL TERMS AND CONDITIONS. In addition to the Service Agreement attached as Exhibit "A", the following Exhibits attached and referenced hereto shall contain additional terms and conditions that shall apply to this contract:

7.0 INDEPENDENT CONTRACTOR.

7.1 The Contractor shall, in all matters relating to this Contract, be acting as an independent contractor. The Contractor, his employees and subcontractors are not employees of the Tribe under the meaning or application of any Federal or

State Unemployment Insurance Laws, or other Social Security Law or any Workmen's Compensation Law, Industrial Law or otherwise. The Contractor shall assume and pay all liabilities and perform all obligations imposed by any such laws with respect to the performance of this Contract. The Contractor shall not have any right, power, or authority to create any obligation, express or implied on behalf of Tribe and shall not have any authority to represent itself as an agent of Tribe.

7.2 Contractor assumes all liability for personal injury, to employees of Contractor, agents of Contractor, the general public or damage to the environment, including possible groundwater contamination occurring during the performance of Contractor's services.

8.0 INDEMNITY TO TRIBE. The Contractor shall save and hold Tribe harmless from and against all suits or claims that may be based upon any alleged injury to or death of any persons or damage to property that may occur, or that may be alleged to have occurred in the course of the performance of this Contract, whether such claims shall be made by an employee of the Contractor, or by any other person. 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 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 claims, actions, or suits resulting from the Tribe's negligence.

9.0 LIQUIDATED DAMAGES. If the Contractor fails to complete the work within the time specified in this Contract or any extension thereof, the actual damages incurred by the Tribe as a result of the delay will be difficult or impossible to determine. Therefore, in lieu of actual damages, the Contractor shall pay or the Tribe shall retain from payments due or to become due as fixed, agreed, and liquidated damages the amount of _____ for each calendar day of delay. The Contractor shall not be charged with liquidated damages when the delay arises out of causes beyond the control and without the fault or negligence of the Contractor. In the event of an excusable delay, the Tribe shall ascertain the facts and the extent of the delay and shall extend the time performance of the Contract when in the judgment of the Tribe the findings justify an extension.

10.0 PERFORMANCE OF CONTRACT. This Contract shall be performed by Contractor, in a manner satisfactory and acceptable to the Tribe, who shall be the sole judge of quality of performance.

11.0 SECURITY & OTHER PROVISIONS. Please check where applicable.

11.1 **Performance Bond** – Contractor shall furnish to Tribe a performance bond in a form acceptable to Tribe to insure completion of the work to be performed under this contract.

11.2 **Letter of Credit** – Contractor shall furnish to Tribe an irrevocable letter of credit in favor of Tribe in a form acceptable to Tribe in an amount equal to the contract price.

11.3 **Withholding** – Tribe shall withhold 10% of total contract price listed of this contract for a period of 30 Days ; and thereafter upon completion and acceptance of work, Tribe shall pay to Contractor the withheld amount, less any sums used to repair Contractor's faulty work, unless otherwise specified in the Service Agreement.

11.4 **Payment Bond** – Contractor shall furnish to Tribe a payment bond in a form acceptable to Tribe to insure payment of subcontractors under this Contract. The sum of the payment bond shall be 100% of the total contract price, unless otherwise specified in the Service Agreement.

11.5 **Indian Preference** – The work to be performed under this contract is on a project subject to section 7(b) of the Indian Self-Determination and Education Assistance Act (25USC450e(b)) (Indian Act), which requires that to the greatest extent feasible: a) preference and opportunities for training and employment will be given to Indians, and b) preferences in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned economic enterprises. The parties to this contract shall comply with the provisions of section 7(b) of the Indian Act. In connection with this contract, the contractor shall, to the greatest extent feasible, give preference in the award of any subcontractors to Indian organizations and Indian-owned economic enterprises, and preferences and opportunities for training and employment of Indians. The contractor shall include this section 7(b) clause in every subcontract in connection with this project, and shall, at the direction of the recipient, take appropriate action pursuant to the subcontract upon a finding by the recipient or agency that the subcontractor has violated the section 7(b) clause of the Indian Act.

11.6 **Davis-Bacon and Related Wage Provisions Act** – Contractor shall comply with all applicable provisions of the Davis-Bacon and Related Wage Provisions Acts.

11.7 **X Not Applicable**

11.8 **Other (specify):**

12.0 WARRANTIES BY CONTRACTOR.

12.1 Contractor warrants that it holds all permits needed to comply with this contract and agrees to maintain the same and to comply fully with all state, federal, tribal, and local laws, regulations and ordinances applicable to the servicing to be provided by Contractor under this agreement.

12.2 Contractor warrants that it operates in compliance with Menominee Tribal Code §200.1-11 (Use Tax), No. 82-22 (MTE Materials), and §625.1-261 (Zoning).

12.3 Contractor shall maintain for the duration of this agreement such insurance as shall

adequately protect Contractor, his employees and agents and the Tribe, its employees and agents, from claims under Worker Compensation Acts. In addition, public liability and builder risk insurance will be required against risks of damages for personal injury, including death, or for damage to property, both real and personal, which may arise from operations under this agreement whether such operations be by Contractor or by anyone directly or indirectly employed by him. Contractor shall deliver to Tribe, at the time of the signing of this agreement, evidence in the form of a Certificate of Insurance that it is complying with the provisions of this Article.

12.4 Contractor warrants that the work performed under this Contract conforms to the Contract requirements and is free from defects in equipment, material, design, or workmanship performed by the Contractor or any of its subcontractors. The warranty shall remain in effect for one (1) year commencing on the date of final acceptance of the work, unless otherwise provided for in the Service Agreement.

12.5 If, within the warranty period described, any defect appears, then Tribe shall have the right to take the following actions:

12.5.1 Correct or replace such defective items or work with similar items and recover the total cost incurred by Tribe, from Contractor.

12.5.2 Require Contractor to correct or replace the defective items or work.

12.6 In addition to other rights and remedies listed above, all subcontractors', manufacturers', and suppliers' warranties express or implied, respecting any work and materials shall, at the direction of Tribe, be enforced by Contractor for the benefit of Tribe. In such case, if Contractor's warranty has expired, any action directed by Tribe to enforce a subcontractor's, manufacturers or supplier's warranty shall be at the expense of Tribe.

12.7 The aforesaid warranties shall survive acceptance and payment and shall not be deemed to be the exclusive rights of Tribe but shall be in addition to the other rights of Tribe under law and the terms of this Contract.

12.8 Require Contractor to correct or replace the defective items or work.

13.0 FOSSILS AND ANTIQUITIES

13.1 All fossils, coins, articles of value or antiquity, structures and other remains or things of geological, paleontological, or archeological interest discovered by employees of the Contractor or employees of the Contractor or employees of its subcontractors are deemed to be the property of the Tribe. Contractor shall take all reasonable precautions to prevent its employees or employees of its subcontractors from removing or damaging any said items, and shall immediately upon discovery thereof and before removal, advise Tribe of such discovery and follow Tribe's orders as to the disposition thereof.

13.2 Contractor shall advise applicable personnel, in writing, of Contractor's obligations under this clause and include a clause to this effect in all subcontracts.

14.0 UNDERGROUND CABLES.

14.1 Contractor shall contact Digger's Hotline and Private Line Locators to ascertain the

whereabouts of any buried utility lines, cables, etc. prior to the start of any construction involving the exploration, drilling, grading, screening, scalping, or excavation of earth, and any road construction.

14.2 Contractor shall be responsible for the costs of repairing or replacing any underground cables which are damaged as a result of any operations under this agreement whether such operations be by Contractor or any employee or subcontractor of Contractor.

15.0 EXCUSABLE DELAYS. Contractor shall not be liable for damages, including liquidated damages, if any, for delays in performance due to cause beyond the control and without the fault or negligence of the Contractor or any subcontractor.

16.0 CLEANING UP. Contractor shall at all times, keep the work areas free from accumulations of waste material or rubbish. Prior to completion of the work, Contractor shall remove any rubbish from and about the premises, and all tools and equipment not property of Tribe. Upon completion, Contractor shall leave the work and premises in a "broom clean" neat condition satisfactory to the Tribe.

17.0 HEATING. The Contractor shall provide and pay for all heating necessary for the proper completion of work.

18.0 DOCUMENTS INCORPORATED BY REFERENCE. In addition to documents attached pursuant to section 2.1, the following documents are hereby incorporated by reference:

19.0 ASSIGNMENT AND SUBCONTRACTING. This Contract or any payments hereunder shall not be assigned without the prior written consent of the Tribe. The Contractor shall not subcontract any substantial portion of the work hereunder without the prior written consent of Tribe.

20.0 TIME OF THE ESSENCE. Time is of the essence of this Contract.

21.0 CONSENT TO JURISDICTION. The undersigned hereby irrevocably stipulates, consents, and agrees to the jurisdiction of the Menominee Tribal Court in any action for the purpose of collecting or enforcing any Menominee Tribal tax. The failure to pay any overdue tax upon demand shall be just cause for the termination of this agreement.

22.0 EFFECT OF INVALIDITY OF ANY SECTION. It is understood and agreed by the parties hereto that if any part, term, or provision of this Contract is by the Courts held to be illegal or in conflict with any laws of the state of tribe where made, the validity of the remaining portions or provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Contract did not contain the particular part, term, or provision held to be invalid.

23.0 SOVEREIGN IMMUNITY. The Menominee Indian Tribe does not waive its Sovereign

Immunity

24.0 GOVERNING LAW. It is mutually understood and agreed that this Contract shall be governed by the laws of the Menominee Indian Tribe as to substance, interpretation, and performance.

25.0 TERMINATION PRIOR TO END OF ANY TERM. Although it is the express intention of the parties that this Contract shall be in effect for the duration specified, it is mutually agreed that the Tribe may terminate this contract in advance of the end of the term for unsatisfactory performance by the Contractor or the Death of the Contractor. In the case of early termination, the Tribe reserves the right to seek all legal remedies it may have.

In Witness Whereof, *the parties hereto have executed this Contract which shall be effective as of the date last signed.*

MENOMINEE INDIAN TRIBE OF WISCONSIN

_____ _____

Joey Awonohopay, Tribal Chairman **Date**
Authorized Agent

_____ _____

Authorized Agent of Contractor **Date**

EXHIBIT "A"

Service Agreement

CCN # _____

MENOMINEE INDIAN TRIBE OF WISCONSIN (hereinafter referred to as "Tribe")

Located at: P.O. Box 910
Keshena, WI 54135

And

ADD NAME OF CONTRACTOR HERE (hereinafter referred to as "Contractor")

Located at: (Add Contractor Address Here)

Service Agreement Terms and Conditions

1. Legal Effect of this Service Agreement
   - 1.1 The terms and conditions contained within this Service Agreement, are in addition to the general terms and conditions of the main contract to which this Exhibit is reference in and attached thereto.
   - 1.2 The terms and conditions contained within this Service Agreement in conjunctions with the general terms and conditions of the main contract and other exhibits attached and referenced are the entire terms of the contract.
   - 1.3 Specific terms contained within this service agreement modify inconsistent general terms of the main contract.
   - 1.4 Specific terms contained within this service agreement modify inconsistent specific terms of the main contract only is such was clearly the intent of the contracting parties.

2. Work or Services to be Completed by Contractor:

3. Total Cost to be paid to Contractor by Tribe:

4. Payment Schedule:

5. Other Terms Applicable to this Contract (in addition to term or condition contained in main contract and Exhibits):

Initials of Tribe's Authorized Agent: _____

Initials of Contractor's Authorized Agent: _____

Appendix “F” – Additional Documents

See: Attached Documents for Project Location.

Untitled map Saved to Google Drive

File Edit View Add Tools Help

Search Google Earth

