

# **MENOMINEE TRIBAL ENTERPRISE**



## **REQUEST FOR PROPOSALS For**

## **GENERAL CONSTRUCTION SERVICES FOR GREEN LINE STACKER PROJECT**

For The  
**MEMONINEE TRIBAL ENTERPRISE**

Developed by  
Menominee Tribal Enterprises Green Stacker Project Team

**Date: March 26, 2026**

**PROJECT ID#: 2023-06-79-06442  
EDA #06-79-06442 URI #121212**

**Menominee Tribal Enterprise  
General Construction Services  
for the Green Line Stacker**

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**I. REQUEST FOR PROPOSAL SOLICITATION NOTICE**

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**Menominee Tribal Enterprise  
General Construction Services  
for the Green Line Stacker**

Menominee Tribal Enterprise (MTE)  
P.O. Box 10  
N3522 Cottage Ave  
Neopit, WI 54150

Menominee Tribal Enterprises (MTE) is seeking proposals from qualified contractors to demolish remnants of an existing, condemned sawmill building, prepare the site, and construct a new, approximately 9,396 sq. ft., pre-engineered metal building for new stacker equipment in Neopit, WI for the Menominee Tribal Enterprise. The PEMB is a Butler Building and is to be considered owner provided and contractor installed. The PEMB has been designed and ordered with anticipated delivery prior to the start of construction. Owner is providing secure dry storage for the steel and panels, full documents will be provided to the awarded contractor. Stacker equipment is owner provided and contractor installed. The stacker equipment manufacturer is Gillingham-Best, Inc. Additional information can be found on the reference sheets at the end of the bid set, full documents will be provided to the awarded contractor. General contractor shall provide coordination, installation and connections of the owner provided stacker equipment, owner's preferred vendor for stacker equipment installation is: John Kantola - johnkantola81@gmail.com, 715-889-0243. General Contractor will also be responsible to complete any and all necessary site constructions as part of the bid drawings dated March 13, 2026. This project is funded by EDA and bidders shall familiarize themselves with the requirements of the project.

Submit Proposals as specified herein to:

**Menominee Tribal Enterprise  
ATTN: Jennifer Peters, President & CEO  
N3522 Cottage Ave  
P.O. Box 10  
Neopit, WI 54150  
New Green Line Stacker- General Construction Services  
Email Subject Line must read: RFP Proposal – Stacker Building**

The deadline to submit Proposals as indicated on the clock in the office of the President & CEO is:

**2:00 p.m. CDT on Friday, April 17, 2026**

Any Proposal received after this deadline will be rejected and will not be opened or considered for award. Proposals will be accepted via email [jenniferp@mtelumber.com](mailto:jenniferp@mtelumber.com) or mailed in to the address listed above. All Proposals submitted shall become the property of the MTE upon submission and shall be made a permanent part of the MTE's records.

Anticipated award of contract for the General Construction of the Green Line Stacker Building is approximately 3 weeks after the Proposal due date. Construction is anticipated to start in late Spring 2026.

Major Items of Work:

Demolition of existing building, associated site preparation and site work, coordination and installation of a Butler Pre Engineered Metal Building (PEMB), construction and completion of remaining details not included in PEMB – including but not limited doors, windows, interior build out, utilities, and final coordination and installation of owner provided stacker equipment.

Bidders should reference the bid drawings and specifications dated March 13, 2026 provided with this RFP to prepare their bid.

Copies of the Request for Proposals or any Proposal documents may be obtained from the Menominee Tribal Enterprise President & CEO, located at N3522 Cottage Ave, Neopit, WI 54150, or by calling (715) 756-2311 ext. 1157.

**MENOMINEE TRIBAL ENTERPRISE**

\_\_\_\_\_  
Jennifer Peters, President  
For and on behalf of the MTE

\_\_\_\_\_  
Date

**II. BIDDERS SUBMITTAL CHECKLIST**

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**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 Bid 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 MTE
- Native American/Minority Preference Documentation
- Five (5) copies of Proposal

**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

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The purpose of this Request for Proposal (RFP) is to solicit sealed Proposals from qualified contractors to construct and install the Butler Building PEMB and Stacker Equipment for the MTE Green Line Stacker Building as provided in the Bid Set dated March 13, 2026. The MTE desires to enter into a contract for the provision of services as outlined in this RFP. By submitting a Proposal, Bidders certify that all information provided in response to this RFP is true and accurate. Failure to provide information required by this RFP could result in rejection of the Proposal.

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

- 1.01 Bidder 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 the MTE.
  - 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 MTE.
    - (1) Provide a list and description of projects your Company has previously completed for the MTE.
    - (2) If bidder has no previous experience with MTE, bidder must provide with bid 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.
  - I. Completed Proposal/Bid Form.
- 1.03 Proposed Schedule for completion of the project scope, Gantt Chart format is preferred.
- 1.04 Proof of Insurance for Bidder and all Subcontractors, if applicable (see Section IV).
- 1.05 Bid Securities if applicable (see section IV).
- 1.06 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.
- 1.07 Native American / minority preference documentation, if applicable.

- E. Proof of legal ownership in responding firm.
  - F. Proof of owner('s) Tribal affiliation with enrollment number(s).
  - G. Proof of employee('s) Tribal affiliation with enrollment number(s).
  - H. Proof of Minority Business classification / certification.
- 1.08 Menominee Hiring Preference (see item 18 below).
- 2. Pre-Bid Conference.** There will be a non-mandatory virtual Pre-Bid Conference on April 7, 2026 at 12:00 pm.  
<https://teams.microsoft.com/meet/23508074889786?p=xuJldrMlfe6RL5ug0u>  
Meeting ID: 235 080 748 897 86  
Passcode: cS9p4EE3  
Questions shall be directed to Jennifer Peters (jenniferp@mtelumber.com) by noon on Friday April 10, 2026 to be answered by end of day Tuesday April 14, 2026  
Email Subject Line must read: RFP Questions – Stacker Building
- 3. Examination of Proposal Documents and Site**
- 3.01 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 and regulations that may affect cost, progress, performance, or furnishing of the work; also Refer to Appendix II to 2 CFR Part 200 – Contract Provisions for Non-Federal Entity Contracts under Federal Awards;
  - D. Study and carefully correlate Bidder's observations with the Proposal documents;
  - E. Notify MTE of all conflicts, errors or discrepancies identified by Bidders upon examination of the Proposal documents; and
  - F. Become familiar with MTE's permit and site regulations.
- 3.02 Before submitting a Bid, 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 Bid for performing and furnishing the work in accordance with the terms and conditions of the contract documents.
- 3.03 With advance request, MTE 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.
- 4. 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.
- 5. Legal Entity Identification.** Only Bids which are submitted by legally recognized and identifiable entities shall be considered. Each party of any Joint Venture and Partnership submitting a bid 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. Bids submitted by individuals or joint venture/partnerships of which may comprise individuals only shall not be considered.

**6. Subcontractors.**

- 6.01 Bidder shall submit with the Bid, 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 and the amount of work being done by each subcontractor. Subcontractors are required to meet the same insurance requirements as the Bidder.
- 6.02 The successful Bidder shall be responsible for the project site, regardless of the subcontractor's contractual relationship to the successful Bidder.
- 6.03 The successful Bidder shall cause to be removed from the project site any subcontractor or employee thereof whom the MTE, in writing, finds to be incompetent, careless or otherwise objectionable.
- 6.04 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 applicable clause of the contract.
- 6.05 In connection with the performance of work under this Bid, 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 the [www.sam.gov](http://www.sam.gov) website.
  - B. To verify that they are not on the Menominee Tribal Debarment List or the Menominee Tribal Debtors List contact the Menominee Tribal Property Management Office at 715-799-5129.
- 6.06 Any change of subcontractors after award of contract requires prior approval and concurrence of MTE.
- 6.07 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.

**7. Proposal Forms**

- 7.01 Bidder shall complete and sign the Proposal Form (see Section VI) in its entirety.
- 7.02 The Proposal price for each item as set forth in the Proposal Form shall be in numerical and written format.
- 7.03 Bidder is required to submit one lump sum Proposal for all work. 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).
- 7.04 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).
- 7.05 Bidder is responsible for ensuring Proposal amounts are accurate and without error; inaccuracies may cause the Proposal to be rejected.
- 7.06 Bidder shall provide company experience for similar projects for all subcontractors.

- 8. Response; Number of Copies.** In order to be considered for selection, Bidders must submit a **complete** response to this RFP. One unbound original and four bound hardcopies of each Proposal or one electronic copy (emailed to [jenniferp@mtelumber.com](mailto:jenniferp@mtelumber.com)) of the Proposal must be submitted.

- 9. 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.

10. **Sealed Proposals.** If elected to submit in person, all hard copy Proposals must be submitted in a sealed opaque envelope.
11. **Where to Send.** Firms responding to this request shall submit sealed Proposals to:

**Menominee Tribal Enterprise  
President & CEO  
ATTN: Jennifer Peters, President & CEO  
N3522 COTTAGE AVE  
P.O. Box 10  
Neopit, WI 54150  
jenniferp@mtelumber.com  
Email Subject Line must read: RFP Proposal – Stacker Building**

12. **Deadline to Submit Proposals.** Proposals must be received no later than Friday, April 17, 2026 2:00 p.m. CDT. Bidders are responsible for the effective delivery by the deadline above; any late submission will be rejected with no recourse for appeal.
13. **Proposal Opening.** After the official Proposal closing time, the Proposals will be opened publicly at 2:30 p.m. CDT on Friday, April 17, 2026 at the Menominee Tribal Enterprise’s Board Room.
14. **Proposal Security.** All Bidders shall hold their Proposals open and valid for ninety (90) days from Proposal due date.
15. **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 the MTE and may or may not be conducted. MTE will, at its option, schedule the date and time of any oral presentations.
16. **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 MTE, nor shall the giving of any such information entitle the Bidder to assert any claim or demand against MTE. Neither MTE 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.
17. **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.
18. **Menominee Hiring Preference.** This project is **NOT** subject to Menominee Tribal Code

§25.1-11 "Preference in Contracting".

- 19. State and Federal Contract Pricing and Discounts.** MTE is a business arm of the Menominee Indian Tribe of Wisconsin, a Federally-recognized governmental organization which receives both State and Federal funding and carries out contracts with the United States Department of Interior pursuant to Public Law 93-638. As such, MTE 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 the MTE, within their Bid if Applicable.
- 20. Right of Investigation.** MTE 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 and/or services.
- 21. Effect of Limited Submittal of Proposals.** In the event a single Proposal is received, it will be necessary for the MTE to conduct a price analysis of the Proposal amount prior to the award of the contract.
- 22. Reserved Rights.** The MTE reserves the right to accept or reject any and all Proposals, retains the right to negotiate any and 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 MTE.
- 23. Taxes.** The MTE 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 B.
- 24. Anti-Kickback.** No employee of the MTE 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 MTE 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 MTE. Furthermore, no Bidder shall make any such offer to an employee or official of the MTE.
- 25. 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 the MTE.
- 26. Governing Law.** The laws of the MTE will govern any contractual arrangement entered into between the MTE and the successful Bidder.
- 27. Waiver of Sovereign Immunity Prohibited.** The MTE's Constitution and Bylaws prohibits it from waiving its sovereign immunity. Any proposal or contractual arrangement requiring the MTE to waive its sovereign immunity will nullify any award made by MTE under this RFP.
- 28. 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 e-mailed to the party asking the question(s) as well as all other parties interested in bidding on the project.

Menominee Tribal Enterprise – President & CEO  
ATTN: Jennifer Peters, President & CEO  
N3522 COTTAGE AVE

P.O. Box 10  
Neopit, WI 54150  
jenniferp@mtelumber.com  
Email Subject Line must read: RFP Questions – Stacker Building

#### IV. SPECIAL REQUIREMENTS

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The following requirements and conditions shall be considered an essential part of the specifications and Proposal for the General Construction Services for the Green Line Stacker project as identified herein:

##### 1. General Contract Services

- 1.01 The Contractor selected will be required to The successful bidder for the design/construction management phase will not be eligible to bid on the construction phase of the project.
- 1.02 construct and install a new building, and install stacker equipment, for the Green Line Stacker at MTE as per the Bid Documents dated March 13, 2026.
  - A. Demolition of existing condemned building; owner shall remove equipment prior to contractor's demolition work.
  - B. All associated site work as prescribed in the drawings and specifications.
  - C. All associated utility work as prescribed in the drawings and specifications.
  - D. Construction of Butler Building provided by owner – including coordination with supplied details and plans.
  - E. Construction of all building elements not included in PEMB contract and prescribed in the drawings and specifications.
  - F. Installation of, and coordination of connections for, owner provided specialty stacker equipment by Gillingham Best; owner's preferred vendor for equipment installation is: John Kantola - johnkantola81@gmail.com, 715-889-0243
  - G. Coordination with Owner (MTE) for all submittals required by EDA Grant documentation
  - H. Project close out services, warranties, and special inspections.

##### 2. Insurance and Licensing Requirements. The successful Bidder must meet the following minimum insurance requirements and provide proof of coverage on a Certificate of Liability Insurance Form as found in Appendix C with submitted Proposal:

- 2.01 The insurance company providing coverage must have an A- or better rating in the current Bests rating guide.
- 2.02 Certificate of insurance must name Menominee Tribal Enterprises as a certificate holder and shall include the Unit of Government responsible for this RFP and the project identification number as listed on the title page of this RFP.
- 2.03 Menominee Tribal Enterprises, its officers, employees, and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the Contractor including materials, parts, or equipment furnished in connection with such work or operations and automobiles owned, leased, hired, or borrowed by or on behalf of the Contractor. General liability coverage can be provided in the form of an endorsement to the Contractor's insurance using ISO forms CGL 20 10 10 01 and CGL 20 37 10 01.
- 2.04 General Liability Coverage:
  - A. \$1,000,000 Each Occurrence
  - B. \$1,000,000 Property Damage
  - C. \$5,000 Medical Expense
  - D. \$500,000 Personal & Advertising Injury
  - E. \$2,000,000 General Aggregate
  - F. \$2,000,000 Products & Completed Operations
- 2.05 Automobile Liability
  - G. \$1,000,000 Combined Single Limit; or
  - H. \$1,000,000 Bodily Injury

- I. \$500,000 Property Damage
- 2.06 Workman’s Compensation insurance as required by State statutory limits and Employer’s Liability insurance with a limit of no less than \$500,000 per accident for bodily injury or disease. If any proprietor, partner, executive, officer, member, or employee is excluded from workers compensation or if the Workers Compensation policy is for certificate purpose only, it must be stated on the certificate.
- 2.07 Professional/Errors & Omissions Liability if applicable - \$2,000,000
- 2.08 Umbrella Liability - \$1,000,000 Limit;
- 2.09 The insurance contract must include following:
  - J. For any claims related to this project, the Contractor’s insurance coverage shall be primary and non-contributory insurance coverage at least as broad as ISO CG 20 01 04 13 as respects the Entity, it’s officers, officials, employees, or volunteers shall be excess of the Contractor’s insurance and shall not contribute with it. This requirement shall also apply to any Excess or Umbrella liability policies.
  - K. The general aggregate must apply separately to this project/location; and
  - L. Thirty-day cancellation notice to certificate holder.
  - M. Waiver of Subrogation Clause for general liability, automobile, umbrella, and workman’s compensation insurance.
- 2.10 Any deviation from the above described limits and coverage must be approved in writing by the MTE.
- 2.11 The insurance policies shall contain a provision that the insurance carrier waives any rights, which it may have to raise as a defense the MTE’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 MTE’s sovereign immunity outside or beyond the coverage and limits of the policy of insurance.
- 2.12 Failure to provide an insurance certificate that meets or exceeds all insurance requirements will cause the Proposal to be rejected.
- 2.13 Contact Jennifer Peters at 715-756-2311 with any questions relating to insurance requirements. If you wish to verify that your insurance certificate is in compliance prior to submitting your Proposal, it can be emailed to jenniferp@mtelumber.com. However the certificate must still accompany the proposal.

**3. Davis-Bacon Act.** The prevailing Davis-Bacon wage rates are applicable to this project.

**4. Securities**

- 4.01 Bid Bond. For contracts over \$150,000, a 5% Bid Bond is required for this project.
- 4.02 Performance Bond. A 100% Performance Bond is required for this project.
- 4.03 Letter of Credit. A Letter of Credit is **NOT** required for this project.
- 4.04 Withholdings. Withholding will **NOT** be required for this project.
- 4.05 Payment Bond. A Payment Bond is required for this project.

**5. Incidental Discovery**

- 5.01 During construction of the project, if any prehistoric or historic archaeological artifacts or human remains are uncovered during construction, demolition, or earthmoving activities, or if the scope of work changes in any way, the contractor shall immediately stop work and shall notify MTE. MTE shall immediately stop work and notify EDA along with the Menominee Indian Tribe of Wisconsin Tribal Historic Preservation Office immediately. The recipient acknowledges that failure to do so may result in the disallowance of project costs or termination of the Award.

**6. U.S. Fish And Wildlife Service:**

- 6.01 Bidder to acknowledge receipt and compliance with document from USFWS Minnesota-Wisconsin Ecological Services Field Office, Project Code: 2022-0063219, outlining habitat mitigation guidance and when to schedule activities or implement avoidance and mitigation measures to reduce impacts to migratory birds and listed species. - See Appendix "F" – Attachment 4. Environmental US Fish and Wildlife

## V. GENERAL INSTRUCTIONS TO SUCCESSFUL BIDDER

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The following list of requirements and instructions shall be considered an essential part of the contract award and general instructions to the successful Bidder however; this may not be an all-inclusive list of instructions.

1. **Right to Negotiate.** The MTE reserves the right to negotiate with the successful Bidder in the addition or deletion of any or all items included in this RFP.
2. **Schedule.** Upon the execution of the contract, the successful Bidder is responsible for coordinating with the President & CEO for the development of a project schedule. The construction is anticipated to start after the MTE Leadership Team accepts and approves the awarded Proposal.
3. **Signing of Contract**
  - 3.01 The successful Bidder and MTE shall enter into a contract similar to that found on Appendix D for the services, price, and terms covered in this RFP within ten (10) days after the date of the Notice of Award.
  - 3.02 The successful Bidder shall sign, have witnessed, and deliver the required number of counterparts of the agreement and attached documents to MTE. These forms included but are not limited to: Notice of Requirements for Affirmative Action, Lobbying Restriction Form (CD-512).
  - 3.03 If an alternative agreement is used, under no circumstance, however, shall such agreement require the MTE to waive its sovereign immunity or to consent to enforcement of any action in any jurisdiction other than the MTE
4. **Codes, Plans and Permits.** The successful Bidder shall comply with all Menominee Tribal Codes and shall secure all applicable permits. A permit is required for the successful Bidder and each of the subcontractors that are performing any construction, demolition, renovation, and/or landscaping work on the Reservation.
5. **Submission of Invoices.** All invoices are required to be submitted to the MTE President & CEO for processing.
6. **Submission of Statements.** Monthly statement of accounts will be required to be submitted to the MTE's Finance Department for reconciliation.
7. **Payment Terms**
  - 7.01 The terms of payment shall be Net thirty (30) days upon dated receipt of invoice for goods and services rendered.
  - 7.02 The MTE accounting procedures allows for the disbursement of payments for all approved and processed invoices by the 15<sup>th</sup> and 30<sup>th</sup> of each month. Invoices must be received by the MTE no later than the 10<sup>th</sup> and 25<sup>th</sup> of each month, respectively, to have disbursements by the 15<sup>th</sup> and 30<sup>th</sup> of each month.
  - 7.03 The MTE will not pay for any materials and/or labor costs in excess of those identified in the Proposal of the project unless the situation warrants a review of the scope of work.
  - 7.04 Excess costs will require prior approval by the MTE and an amendment to the contract before being incurred.
8. **Account Management.** The successful Bidder must work cooperatively with the MTE to effectively manage the services and the business relationship, to include initial implementation, account reconciliation, duplicate invoices, delivery coordination, error resolution, etc.
9. **Project Completion Reports.** Upon completion of this project, the MTE will complete a Project

Completion Report as found in Appendix F. This report may be used during the evaluation process of any future Proposals submitted by Bidder.

- 10. Federal Participation Disclosure.** This project will be partially funded with Federal funds from the United States Department of Commerce, Economic Development Administration and therefore is subject to the Federal laws and regulations associated with that program.
  
- 11. Buy America Provision.** To the greatest extent practicable, contractors are encouraged to purchase American-made equipment and products with funding provided under EDA Financial Assistance.

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**VI. PROPOSAL FORM**

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The undersigned hereby offer to provide demolition, construction, and equipment installation services for the replacement of the existing facility. Contractors must provide labor, materials, equipment, and supervision to complete the project as specified. Bidder must provide unit price and total amount of each item. Bidder is responsible to ensure amounts are totaled accurately and without errors as inaccuracies may cause Proposal to be rejected.

**A. Proposal Detail:**

- 1. **Cost of Building Construction Services** \$ \_\_\_\_\_
- 2. **Voluntary Alternates (if applicable)** \$ \_\_\_\_\_

**B. Total Cost of Project:**

\$ \_\_\_\_\_  
**Total Numeric Value** **Total Written Dollar Value** \_\_\_\_\_

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

Name: \_\_\_\_\_  
Company/Organization: \_\_\_\_\_  
Email Address: \_\_\_\_\_  
Mailing Address: \_\_\_\_\_  
Phone Number: \_\_\_\_\_  
Fax Number: \_\_\_\_\_

Name: \_\_\_\_\_  
Company/Organization: \_\_\_\_\_  
Email Address: \_\_\_\_\_  
Mailing Address: \_\_\_\_\_  
Phone Number: \_\_\_\_\_  
Fax Number: \_\_\_\_\_

Name: \_\_\_\_\_  
Company/Organization: \_\_\_\_\_  
Email Address: \_\_\_\_\_  
Mailing Address: \_\_\_\_\_  
Phone Number: \_\_\_\_\_  
Fax Number: \_\_\_\_\_

Name: \_\_\_\_\_  
Company/Organization: \_\_\_\_\_  
Email Address: \_\_\_\_\_  
Mailing Address: \_\_\_\_\_  
Phone Number: \_\_\_\_\_  
Fax Number: \_\_\_\_\_

**D. 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: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**E. Experience with MTE.** List of projects previously completed for the MTE (if more space is required, add additional pages as needed). If Bidder has no previous experience with MTE, 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: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**F. Subcontractors Information & Experience.** (If more space is required, submit on additional pages as needed).

Contact Person: \_\_\_\_\_  
Company/Organization: \_\_\_\_\_  
Address: \_\_\_\_\_  
FEIN#: \_\_\_\_\_  
Phone Number: \_\_\_\_\_  
Project Experience: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Contact Person: \_\_\_\_\_  
Company/Organization: \_\_\_\_\_  
Address: \_\_\_\_\_  
FEIN#: \_\_\_\_\_  
Phone Number: \_\_\_\_\_  
Project Experience: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**G. 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 or have been terminated. Insert additional pages with the proposal if necessary.

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

**H. 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 New Building and Green Line Stacker Project for the Menominee Tribal Enterprise. 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 Proposal.

\_\_\_\_\_  
Company Name

\_\_\_\_\_  
Address

\_\_\_\_\_  
City

\_\_\_\_\_  
State

\_\_\_\_\_  
Zip Code +4 (full 9 digits required)

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Telephone Number

\_\_\_\_\_  
Email Address

\_\_\_\_\_  
FEIN Number

**VII. APPENDICES**

**A. Appendix “A” – Evaluation Criteria**

**PROJECT: New Green Line Stacker- Demolition, Construction, and Equipment Installation Services**

**BIDDER:** \_\_\_\_\_

**1. THRESHOLD CRITERIA MET.** Proposals that do not meet these threshold criteria will not be evaluated or considered for award.

Date: \_\_\_\_\_ Time: \_\_\_\_\_

- |   |                              |                             |                              |
|---|------------------------------|-----------------------------|------------------------------|
| Proposal Deadline Met   | <input type="checkbox"/> YES | <input type="checkbox"/> NO |                              |
| MTE Taxes/Debt Current  | <input type="checkbox"/> YES | <input type="checkbox"/> NO |                              |
| Proof of Insurance included with Proposal (Bidder & Subs)                               | <input type="checkbox"/> YES | <input type="checkbox"/> NO | <input type="checkbox"/> N/A |
| Bid Security (if applicable)  | <input type="checkbox"/> YES | <input type="checkbox"/> NO | <input type="checkbox"/> N/A |
| Federal Excluded Parties List System ( <a href="http://www.epls.gov">www.epls.gov</a> ) | <input type="checkbox"/> YES | <input type="checkbox"/> NO |                              |
| Menominee Tribal Debarment List & and/or Debtors List                                   | <input type="checkbox"/> YES | <input type="checkbox"/> NO |                              |
| Work Plan in Compliance with §25.1-11   | <input type="checkbox"/> YES | <input type="checkbox"/> NO | <input type="checkbox"/> N/A |
| Within Project Budget Amount  | <input type="checkbox"/> YES | <input type="checkbox"/> NO | <input type="checkbox"/> N/A |
| Attendance at Pre-bid Conference and/or Oral Presentation                               | <input type="checkbox"/> YES | <input type="checkbox"/> NO | <input type="checkbox"/> N/A |

**2. QUALIFICATIONS:** Proposals that do not meet the averaged 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	
Project Staff Experience with MTE ±3 points per project	0	-15	15	
Adherence to Proposal Instructions	n/a	0	5	

<b>TOTAL POINTS (MAX 110)▶</b>	25	-15	110	
--------------------------------	----	-----	-----	--

3. **PROPOSAL PRICE:** \$ \_\_\_\_\_ **TOTAL POINTS:** \_\_\_\_\_  
 Maximum points available (60)

The low Bidder will receive the maximum points. All other Proposals will be compared to the low Proposal (Proposal “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	
<b>TOTAL POINTS (MAX 20)▶</b>	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	
<b>TOTAL POINTS (MAX 10)▶</b>		

**TOTAL POINTS SCORED:** \_\_\_\_\_  
**MAXIMUM POINTS AVAILABLE:** (200)

**COMMENTS AND CONSIDERATIONS:** \_\_\_\_\_

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Signature of Evaluator: \_\_\_\_\_

Date of Proposal Evaluation: \_\_\_\_\_

**B. Appendix “B” – 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.

<p><b>Federal and Wisconsin Governmental Units</b></p> <p><input type="checkbox"/> 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.</p> <p><input type="checkbox"/> Any federally recognized American Indian tribe or band in this state.</p> <p><input type="checkbox"/> State of Wisconsin or any agency thereof; Local Exposition District, Professional Baseball Park District, or Professional Football Stadium District.</p> <p><input type="checkbox"/> 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.</p> <p><input type="checkbox"/> Wisconsin public schools, school districts, universities, and technical college districts.</p> <p><input type="checkbox"/> County-city hospitals or UW Hospitals and Clinics Authority.</p> <p><input type="checkbox"/> Sewerage commission, metropolitan sewerage district, or a joint local water authority.</p>	<p>Enter CES No., if applicable</p>												
<p><b>Other</b></p> <p><input type="checkbox"/> Containers and other packaging, packing, and shipping materials, used to transfer merchandise to customers of the purchaser.</p> <p><input type="checkbox"/> 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. _____.</p> <p><input type="checkbox"/> 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. _____.</p> <p><input type="checkbox"/> 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.</p> <p><input type="checkbox"/> 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.</p> <p><input type="checkbox"/> 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.</p> <p><input type="checkbox"/> 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 _____ %)</p> <p><input type="checkbox"/> 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.</p> <table style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 40%;"></th> <th style="width: 20%; text-align: center;">% of Electricity Exempt</th> <th style="width: 20%; text-align: center;">% of Natural Gas Exempt</th> <th style="width: 20%; text-align: center;">% of Fuel Exempt</th> </tr> </thead> <tbody> <tr> <td><input type="checkbox"/> Residential .....</td> <td style="text-align: center;">_____ %</td> <td style="text-align: center;">_____ %</td> <td style="text-align: center;">_____ %</td> </tr> <tr> <td><input type="checkbox"/> Farm .....</td> <td style="text-align: center;">_____ %</td> <td style="text-align: center;">_____ %</td> <td style="text-align: center;">_____ %</td> </tr> </tbody> </table> <p>Address Delivered: _____</p> <p><input type="checkbox"/> Percent of printed advertising material solely for out-of-state use. _____ %</p> <p><input type="checkbox"/> 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.</p> <p><input type="checkbox"/> Other purchases exempted by law. (State items and exemption). _____</p> <p>_____</p> <p>_____</p> <p>_____</p>			% of Electricity Exempt	% of Natural Gas Exempt	% of Fuel Exempt	<input type="checkbox"/> Residential .....	_____ %	_____ %	_____ %	<input type="checkbox"/> Farm .....	_____ %	_____ %	_____ %
	% of Electricity Exempt	% of Natural Gas Exempt	% of Fuel Exempt										
<input type="checkbox"/> Residential .....	_____ %	_____ %	_____ %										
<input type="checkbox"/> Farm .....	_____ %	_____ %	_____ %										
<p><i>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.</i></p> <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 30%; padding: 2px;">Signature of Purchaser</td> <td style="width: 20%; padding: 2px;">Print or Type Name</td> <td style="width: 20%; padding: 2px;">Title</td> <td style="width: 30%; padding: 2px;">Date</td> </tr> <tr> <td style="height: 30px;"></td> <td></td> <td></td> <td></td> </tr> </table>		Signature of Purchaser	Print or Type Name	Title	Date								
Signature of Purchaser	Print or Type Name	Title	Date										

(DETACH AND PRESENT TO SELLER)

**C. Appendix “C” – Example of Certificates of Liability Insurance**



**CERTIFICATE OF LIABILITY INSURANCE**

DATE (MM/DD/YYYY)

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  XYZ Insurance Agency	CONTACT NAME: John Smith
	PHONE (A/C, No, Ext): 123-456-7890 FAX (A/C, No):
	E-MAIL ADDRESS:
	INSURER(S) AFFORDING COVERAGE
	INSURER A : A- Rated Insurance Carrier or Better
INSURED  ABC Company	INSURER B :
	INSURER C :
	INSURER D :
	INSURER E :
	INSURER F :

COVERAGES CERTIFICATE NUMBER: 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	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER:	X	X	TBD			EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY	X	X	TBD			COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE  DED RETENTION \$	X	X	TBD			EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	TBD			<input type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000

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

Additional Insured: Menominee Tribal Enterprises  
 PO Box 10  
 Hwy 47  
 Neopit, WI 54150

<b>CERTIFICATE HOLDER</b>  Menominee Tribal Enterprises PO Box 10 Hwy 47 Neopit, WI 54150	<b>CANCELLATION</b>  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

**D. Appendix “D” – Sample Contract**

---

**CONTRACT**

**Between:** Menominee Tribal Enterprise  
(Hereinafter “MTE”)

**Located at:** N3522 Cottage Ave  
Neopit, WI 54150

**And:** \_\_\_\_\_  
(Hereinafter “Contractor”)

**Located at:** \_\_\_\_\_

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

**1. SERVICES TO BE RENDERED BY THE CONTRACTOR.**

Contractor agrees to provide demolition, construction, and equipment installation services for the phased replacement of the existing facility and other facilities of every kind and description required for the prompt and efficient execution of the work described in the Statement of Work attached as Exhibit “A” and incorporated herein by reference.

**2. TERM OF CONTRACT.**

Contractor shall begin work on or before \_\_\_\_\_, 20XX and complete all work on or before, \_\_\_\_\_, 20XX, unless otherwise specified in Exhibit A.

**3. COMPENSATION TO BE PAID BY MTE.**

3.1. The Contractor shall submit all documentation of work completed to MTE upon the 25th day of each month and MTE shall pay the amount due within thirty (30) days. The term “documentation” shall mean weekly pay reports, construction schedule, costs breakdown, invoices and all other itemized information relating to completed performance, including documentation related to Contractor’s compliance with Section 10 of this Contract.

Total amount paid by the MTE shall not exceed \$ \_\_\_\_\_ without a written amendment to this Contract.

3.2. No payment shall be made for work which, in the judgment of the MTE, has not been completed in a manner satisfactory to MTE. 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 Term of the Contract.

**4. 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 MTE.

**5. INDEPENDENT CONTRACTOR.**

5.1. 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 MTE 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 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 MTE and shall not have any authority to represent itself as an agent of MTE.

5.2. 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.

**6. INDEMNITY TO MTE.**

The Contractor shall save and hold MTE 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 MTE in connection therewith. If any judgment shall be rendered against MTE in any such action, the Contractor shall satisfy and discharge the same without cost or expense to MTE. However, this indemnity shall not apply to claims, actions or suits resulting from MTE's gross negligence.

**7. 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 MTE as a result of the delay will be difficult or impossible to determine. Therefore in lieu of actual damages the Contractor shall pay or MTE shall retain from payments due or to become due as fixed, agreed, and liquidated damages the amount of \$100.00 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 a delay, MTE shall ascertain the facts and the extent of the delay and shall extend the time performance of the Contract when in the judgment of MTE the findings justify an extension.

**8. PERFORMANCE OF CONTRACT.**

This Contract shall be performed by Contractor in a manner satisfactory and acceptable to MTE, who shall be the sole judge of quality of performance.

**9. WITHHOLDING.**

MTE shall withhold 10% of any payment due Contractor. MTE shall pay to Contractor the withheld amount, less any sums used to repair Contractor's faulty work, upon final acceptance of the work by MTE.

**10. TRIBAL PREFERENCE.**

Contractor shall comply with the Tribal Preference Plan attached as Exhibit "B."

**11. WARRANTIES BY CONTRACTOR.**

11.1. 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. All construction performed under this Contract shall be in compliance with the Wisconsin Building Code.

11.2. Contractor warrants that it operates in compliance with Menominee Nation Ordinances No. 82-19 (Use Tax), and No. 87-32 (Zoning).

11.3. Contractor shall maintain for the duration of this agreement such insurance as shall adequately protect Contractor, his employees and agents and MTE, 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 MTE, at the time of the signing of this agreement, evidence in the form of a Certificate of Insurance that evidences compliance with the provisions of this Section.

11.4. 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) years commencing on the date of final acceptance of the work.

11.5. If, within the warranty period described, any defect appears, then MTE shall have the right to take the following actions:

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

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

11.6. 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 MTE, be enforced by Contractor for the benefit of MTE. In such case, if Contractor's warranty has expired, any action directed by MTE to enforce a subcontractor's, manufacturers or supplier's warranty shall be at the expense of MTE.

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

## **12. FOSSILS AND ANTIQUITIES**

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 Menominee Indian 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 MTE of such discovery and follow MTE or Tribal officials orders as to the disposition thereof.

## **13. UNDERGROUND CABLES.**

13.1. Contractor shall 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.

13.2. 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.

## **14. 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 MTE. Upon completion, Contractor shall leave the work and premises in a "broom clean" neat condition satisfactory to MTE.

## **15. HEATING.**

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

**16. ASSIGNMENT AND SUBCONTRACTING.**

The Contractor shall not assign or subcontract any portion of the work hereunder without the prior written consent of MTE.

**17. TIME OF THE ESSENCE.**

Time is of the essence of this Contract.

**18. CONSENT TO JURISDICTION.**

Contractor 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 termination of this agreement.

**19. EFFECT OF INVALIDITY OF ANY SECTION.**

It is understood and agreed by the parties or in conflict with any laws of the 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.

**20. 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.

**21. 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 MTE 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 MTE 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.**

MTE

\_\_\_\_\_  
Authorized Agent

\_\_\_\_\_  
Date

**Contractor**

\_\_\_\_\_  
Authorized Agent of Contractor

\_\_\_\_\_  
Date

**E. Appendix “E” – Project Completion Report**

Menominee Indian Tribe of Wisconsin  
**PROJECT COMPLETION REPORT**

Name of Contractor/Vendor:	Project Start Date:	Project Completion Date:
General Description of the Work Performed by Contractor/Vendor:		

On a scale of 1 to 5, with 1 being the poorest and 5 being the best, how would you rate the Contractor's/Vendor's--	SCALE				
	1	2	3	4	5
1. Quality of work.....					
2. Timeliness of work.....					
3. Cost.....					
4. Preparation and Organization.....					
5. Safety.....					
6. Professionalism.....					
7. Project Management.....					
8. Communication/Reporting.....					
9. Overall Performance.....					

Please explain in the comments section below any area that scores 1 or 2. Add any additional comments you feel would assist in future evaluations of this particular contractor or vendor.

Total Score:  To determine total score  
add all scores in the scale

Average Score:  To determine average score  
divide the total score by 9

Tribal Code § 25.1-11 - Menominee Preference in Contracting Compliance	
1. Was this project subject to the requirements of Tribal Code § 25.1-11.....	<input type="checkbox"/> Yes <input type="checkbox"/> No
2. Did contractor/vendor comply with the 20% Menominee workforce requirement.....	<input type="checkbox"/> Yes <input type="checkbox"/> No
3. Total number of contract work hours utilized in the performance of this project.....	
4. Total number of contract work hours performed by Menominee workforce.....	

Would you recommend this contractor or vendor to any other department?     Yes     No

Comments:

Printed Name	Department	Signature	Date
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Complete and Submit to Property Management and Acquisition Department

EXHIBIT VII

Revised: 07/30/13

**F. Appendix “F” – Attachment 4. Environmental US Fish and Wildlife**

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# United States Department of the Interior



FISH AND WILDLIFE SERVICE  
Minnesota-Wisconsin Ecological Services Field Office  
4101 American Blvd E  
Bloomington, MN 55425-1665  
Phone: (952) 252-0092 Fax: (952) 646-2873

In Reply Refer To:  
Project Code: 2022-0063219  
Project Name: Sustainability Expansion Project-Green Stacker Line

July 13, 2022

Subject: List of threatened and endangered species that may occur in your proposed project location or may be affected by your proposed project

## To Whom It May Concern:

This response has been generated by the Information, Planning, and Conservation (IPaC) system to provide information on natural resources that could be affected by your project. The U.S. Fish and Wildlife Service (Service) provides this response under the authority of the Endangered Species Act of 1973 (16 U.S.C. 1531-1543), the Bald and Golden Eagle Protection Act (16 U.S.C. 668-668d), the Migratory Bird Treaty Act (16 U.S.C. 703-712), and the Fish and Wildlife Coordination Act (16 U.S.C. 661 *et seq.*).

### **Threatened and Endangered Species**

The enclosed species list identifies threatened, endangered, proposed and candidate species, as well as proposed and final designated critical habitat, that may occur within the boundary of your proposed project and may be affected by your proposed project. The species list fulfills the requirement for obtaining a Technical Assistance Letter from the U.S. Fish and Wildlife Service under section 7(c) of the Endangered Species Act (Act) of 1973, as amended (16 U.S.C. 1531 *et seq.*).

New information based on updated surveys, changes in the abundance and distribution of species, changed habitat conditions, or other factors could change this list. Note that under 50 CFR 402.12(e) of the regulations implementing section 7 of the Act, the accuracy of this species list should be verified after 90 days. The Service recommends that verification be completed by visiting the ECOS IPaC website at regular intervals during project planning and implementation for updates to species lists and information. An updated list may be requested through the ECOS IPaC system by completing the same process used to receive the enclosed list.

### **Consultation Technical Assistance**

Please refer to our [Section 7 website](#) for guidance and technical assistance, including [step-by-step instructions](#) for making effects determinations for each species that might be present and for specific guidance on the following types of projects: projects in developed areas, HUD, CDBG, EDA, pipelines, buried utilities, telecommunications, and requests for a Conditional Letter of Map Revision (CLOMR) from FEMA.

## Using the IPaC Official Species List to Make No Effect and May Affect Determinations for Listed Species

1. If IPaC returns a result of “There are no listed species found within the vicinity of the project,” then project proponents can conclude the proposed activities will have **no effect** on any federally listed species under Service jurisdiction. Concurrence from the Service is not required for **no effect** determinations. No further consultation or coordination is required. Attach this letter to the dated IPaC species list report for your records.
2. If IPaC returns one or more federally listed, proposed, or candidate species as potentially present in the action area of the proposed project – other than bats (see below) – then project proponents must determine if proposed activities will have **no effect** on or **may affect** those species. For assistance in determining if suitable habitat for listed, candidate, or proposed species occurs within your project area or if species may be affected by project activities, you can obtain [Life History Information for Listed and Candidate Species](#) on our office website. If no impacts will occur to a species on the IPaC species list (e.g., there is no habitat present in the project area), the appropriate determination is **no effect**. No further consultation or coordination is required. Attach this letter to the dated IPaC species list report for your records.
3. Should you determine that project activities **may affect** any federally listed, please contact our office for further coordination. Letters with requests for consultation or correspondence about your project should include the Consultation Tracking Number in the header. Electronic submission is preferred.

### Northern Long-Eared Bats

Northern long-eared bats occur throughout Minnesota and Wisconsin and the information below may help in determining if your project may affect these species.

This species hibernates in caves or mines only during the winter. In Minnesota and Wisconsin, the hibernation season is considered to be November 1 to March 31. During the active season (April 1 to October 31) they roost in forest and woodland habitats. Suitable summer habitat for northern long-eared bats consists of a wide variety of forested/wooded habitats where they roost, forage, and travel and may also include some adjacent and interspersed non-forested habitats such as emergent wetlands and adjacent edges of agricultural fields, old fields and pastures. This includes forests and woodlots containing potential roosts (i.e., live trees and/or snags  $\geq 3$  inches dbh for northern long-eared bat that have exfoliating bark, cracks, crevices, and/or hollows), as well as linear features such as fencerows, riparian forests, and other wooded corridors. These wooded areas may be dense or loose aggregates of trees with variable amounts of canopy closure. Individual trees may be considered suitable habitat when they exhibit the characteristics of a potential roost tree and are located within 1,000 feet (305 meters) of forested/wooded habitat. Northern long-eared bats have also been observed roosting in human-made structures, such as buildings, barns, bridges, and bat houses; therefore, these structures should also be considered potential summer habitat and evaluated for use by bats. If your project will impact caves or mines or will involve clearing forest or woodland habitat containing suitable roosting habitat, northern long-eared bats could be affected.

Examples of unsuitable habitat include:

- Individual trees that are greater than 1,000 feet from forested or wooded areas,
  - Trees found in highly developed urban areas (e.g., street trees, downtown areas),
-

- A pure stand of less than 3-inch dbh trees that are not mixed with larger trees, and
- A stand of eastern red cedar shrubby vegetation with no potential roost trees.

If IPaC returns a result that northern long-eared bats are potentially present in the action area of the proposed project, project proponents can conclude the proposed activities **may affect** this species **IF** one or more of the following activities are proposed:

- Clearing or disturbing suitable roosting habitat, as defined above, at any time of year,
- Any activity in or near the entrance to a cave or mine,
- Mining, deep excavation, or underground work within 0.25 miles of a cave or mine,
- Construction of one or more wind turbines, or
- Demolition or reconstruction of human-made structures that are known to be used by bats based on observations of roosting bats, bats emerging at dusk, or guano deposits or stains.

*If none of the above activities are proposed*, project proponents can conclude the proposed activities will have **no effect** on the northern long-eared bat. Concurrence from the Service is not required for **No Effect** determinations. No further consultation or coordination is required. Attach this letter to the dated IPaC species list report for your records.

*If any of the above activities are proposed*, please use the northern long-eared bat determination key in IPaC. This tool streamlines consultation under the 2016 rangewide programmatic biological opinion for the 4(d) rule. The key helps to determine if prohibited take might occur and, if not, will generate an automated verification letter. No further review by us is necessary.

*Please note that on March 23, 2022, the Service published a proposal to reclassify the northern long-eared bat as endangered under the Endangered Species Act. The U.S. District Court for the District of Columbia has ordered the Service to complete a new final listing determination for the bat by November 2022 (Case 1:15-cv-00477, March 1, 2021). The bat, currently listed as threatened, faces extinction due to the range-wide impacts of white-nose syndrome (WNS), a deadly fungal disease affecting cave-dwelling bats across the continent. The proposed reclassification, if finalized, would remove the current 4(d) rule for the NLEB, as these rules may be applied only to threatened species. Depending on the type of effects a project has on NLEB, the change in the species' status may trigger the need to re-initiate consultation for any actions that are not completed and for which the Federal action agency retains discretion once the new listing determination becomes effective (anticipated to occur by December 30, 2022). If your project may result in incidental take of northern long-eared bats after the new listing goes into effect this will first need to be addressed in an updated consultation that includes an Incidental Take Statement. If your project may require re-initiation of consultation, please contact our office for additional guidance.*

### **Whooping Crane**

Whooping crane is designated as a non-essential experimental population in Wisconsin and consultation under Section 7(a)(2) of the Endangered Species Act is only required if project activities will occur within a National Wildlife Refuge or National Park. If project activities are proposed on lands outside of a National Wildlife Refuge or National Park, then you are not required to consult. For additional information on this designation and consultation requirements, please review [“Establishment of a Nonessential Experimental Population of](#)

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[Whooping Cranes in the Eastern United States.”](#)

### **Other Trust Resources and Activities**

*Bald and Golden Eagles* - Although the bald eagle has been removed from the endangered species list, this species and the golden eagle are protected by the Bald and Golden Eagle Act and the Migratory Bird Treaty Act. Should bald or golden eagles occur within or near the project area please contact our office for further coordination. For communication and wind energy projects, please refer to additional guidelines below.

*Migratory Birds* - The Migratory Bird Treaty Act (MBTA) prohibits the taking, killing, possession, transportation, and importation of migratory birds, their eggs, parts, and nests, except when specifically authorized by the Service. The Service has the responsibility under the MBTA to proactively prevent the mortality of migratory birds whenever possible and we encourage implementation of [recommendations that minimize potential impacts to migratory birds](#). Such measures include clearing forested habitat outside the nesting season (generally March 1 to August 31) or conducting nest surveys prior to clearing to avoid injury to eggs or nestlings.

*Communication Towers* - Construction of new communications towers (including radio, television, cellular, and microwave) creates a potentially significant impact on migratory birds, especially some 350 species of night-migrating birds. However, the Service has developed [voluntary guidelines for minimizing impacts](#).

*Transmission Lines* - Migratory birds, especially large species with long wingspans, heavy bodies, and poor maneuverability can also collide with power lines. In addition, mortality can occur when birds, particularly hawks, eagles, kites, falcons, and owls, attempt to perch on uninsulated or unguarded power poles. To minimize these risks, please refer to [guidelines](#) developed by the Avian Power Line Interaction Committee and the Service. Implementation of these measures is especially important along sections of lines adjacent to wetlands or other areas that support large numbers of raptors and migratory birds.

*Wind Energy* - To minimize impacts to migratory birds and bats, wind energy projects should follow the Service's [Wind Energy Guidelines](#). In addition, please refer to the Service's [Eagle Conservation Plan Guidance](#), which provides guidance for conserving bald and golden eagles in the course of siting, constructing, and operating wind energy facilities.

### **State Department of Natural Resources Coordination**

While it is not required for your Federal section 7 consultation, please note that additional state endangered or threatened species may also have the potential to be impacted. Please contact the Minnesota or Wisconsin Department of Natural Resources for information on state listed species that may be present in your proposed project area.

#### *Minnesota*

[Minnesota Department of Natural Resources - Endangered Resources Review Homepage](#)

Email: [Review.NHIS@state.mn.us](mailto:Review.NHIS@state.mn.us)

#### *Wisconsin*

[Wisconsin Department of Natural Resources - Endangered Resources Review Homepage](#)

Email: [DNRRERReview@wi.gov](mailto:DNRRERReview@wi.gov)

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We appreciate your concern for threatened and endangered species. Please feel free to contact our office with questions or for additional information.

Attachment(s):

- Official Species List
  - USFWS National Wildlife Refuges and Fish Hatcheries
  - Migratory Birds
  - Wetlands
-

## **Official Species List**

This list is provided pursuant to Section 7 of the Endangered Species Act, and fulfills the requirement for Federal agencies to "request of the Secretary of the Interior information whether any species which is listed or proposed to be listed may be present in the area of a proposed action".

This species list is provided by:

**Minnesota-Wisconsin Ecological Services Field Office**

4101 American Blvd E

Bloomington, MN 55425-1665

(952) 252-0092

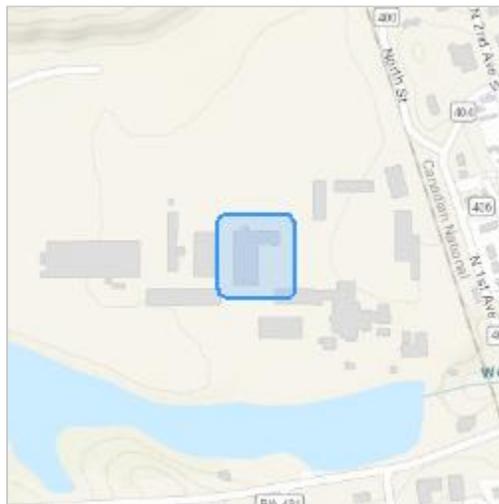
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## Project Summary

Project Code: 2022-0063219  
Event Code: None  
Project Name: Sustainability Expansion Project-Green Stacker Line  
Project Type: Government / Municipal (Non-Military) Construction  
Project Description: The Menominee Tribal Enterprises project: Sawmill Green Stacker, located at N3580 HWY 47 Neopit, WI 54150 will replace the existing underperforming, inefficient, high maintenance green stacker line with a new automated, high-efficiency stacker line. The new stacker line will be installed on a slab on grade foundation housed inside a new prefabricated metal building. From start to finish this projected is estimated to take 42 months.

### Project Location:

Approximate location of the project can be viewed in Google Maps: <https://www.google.com/maps/@44.98267785,-88.83221587124967,14z>



Counties: Menominee County, Wisconsin

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## Endangered Species Act Species

There is a total of 4 threatened, endangered, or candidate species on this species list.

Species on this list should be considered in an effects analysis for your project and could include species that exist in another geographic area. For example, certain fish may appear on the species list because a project could affect downstream species.

IPaC does not display listed species or critical habitats under the sole jurisdiction of NOAA Fisheries<sup>1</sup>, as USFWS does not have the authority to speak on behalf of NOAA and the Department of Commerce.

See the "Critical habitats" section below for those critical habitats that lie wholly or partially within your project area under this office's jurisdiction. Please contact the designated FWS office if you have questions.

1. [NOAA Fisheries](#), also known as the National Marine Fisheries Service (NMFS), is an office of the National Oceanic and Atmospheric Administration within the Department of Commerce.

### Mammals

NAME	STATUS
Gray Wolf <i>Canis lupus</i> Population: U.S.A.: All of AL, AR, CA, CO, CT, DE, FL, GA, IA, IN, IL, KS, KY, LA, MA, MD, ME, MI, MO, MS, NC, ND, NE, NH, NJ, NV, NY, OH, OK, PA, RI, SC, SD, TN, TX, VA, VT, WI, and WV; and portions of AZ, NM, OR, UT, and WA. Mexico. There is <b>final</b> critical habitat for this species. The location of the critical habitat is not available. Species profile: <a href="https://ecos.fws.gov/ecp/species/4488">https://ecos.fws.gov/ecp/species/4488</a>	Endangered
Northern Long-eared Bat <i>Myotis septentrionalis</i> No critical habitat has been designated for this species. Species profile: <a href="https://ecos.fws.gov/ecp/species/9045">https://ecos.fws.gov/ecp/species/9045</a>	Threatened

### Insects

NAME	STATUS
Karner Blue Butterfly <i>Lycaeides melissa samuelis</i> There is <b>proposed</b> critical habitat for this species. The location of the critical habitat is not available. Species profile: <a href="https://ecos.fws.gov/ecp/species/6656">https://ecos.fws.gov/ecp/species/6656</a>	Endangered
Monarch Butterfly <i>Danaus plexippus</i> No critical habitat has been designated for this species. Species profile: <a href="https://ecos.fws.gov/ecp/species/9743">https://ecos.fws.gov/ecp/species/9743</a>	Candidate

## **Critical habitats**

THERE ARE NO CRITICAL HABITATS WITHIN YOUR PROJECT AREA UNDER THIS OFFICE'S JURISDICTION.

# USFWS National Wildlife Refuge Lands And Fish Hatcheries

Any activity proposed on lands managed by the [National Wildlife Refuge](#) system must undergo a 'Compatibility Determination' conducted by the Refuge. Please contact the individual Refuges to discuss any questions or concerns.

THERE ARE NO REFUGE LANDS OR FISH HATCHERIES WITHIN YOUR PROJECT AREA.

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## Migratory Birds

Certain birds are protected under the Migratory Bird Treaty Act<sup>1</sup> and the Bald and Golden Eagle Protection Act<sup>2</sup>.

Any person or organization who plans or conducts activities that may result in impacts to migratory birds, eagles, and their habitats should follow appropriate regulations and consider implementing appropriate conservation measures, as described [below](#).

- 
1. The [Migratory Birds Treaty Act](#) of 1918.
  2. The [Bald and Golden Eagle Protection Act](#) of 1940.
  3. 50 C.F.R. Sec. 10.12 and 16 U.S.C. Sec. 668(a)

**The birds listed below are birds of particular concern either because they occur on the [USFWS Birds of Conservation Concern \(BCC\) list](#) or warrant special attention in your project location.** To learn more about the levels of concern for birds on your list and how this list is generated, see the FAQ [below](#). This is not a list of every bird you may find in this location, nor a guarantee that every bird on this list will be found in your project area. To see exact locations of where birders and the general public have sighted birds in and around your project area, visit the [E-bird data mapping tool](#) (Tip: enter your location, desired date range and a species on your list). For projects that occur off the Atlantic Coast, additional maps and models detailing the relative occurrence and abundance of bird species on your list are available. Links to additional information about Atlantic Coast birds, and other important information about your migratory bird list, including how to properly interpret and use your migratory bird report, can be found [below](#).

For guidance on when to schedule activities or implement avoidance and minimization measures to reduce impacts to migratory birds on your list, click on the PROBABILITY OF PRESENCE SUMMARY at the top of your list to see when these birds are most likely to be present and breeding in your project area.

NAME	BREEDING SEASON
Bald Eagle <i>Haliaeetus leucocephalus</i> This is not a Bird of Conservation Concern (BCC) in this area, but warrants attention because of the Eagle Act or for potential susceptibilities in offshore areas from certain types of development or activities. <a href="https://ecos.fws.gov/ecp/species/1626">https://ecos.fws.gov/ecp/species/1626</a>	Breeds Dec 1 to Aug 31
Black-billed Cuckoo <i>Coccyzus erythrophthalmus</i> This is a Bird of Conservation Concern (BCC) throughout its range in the continental USA and Alaska. <a href="https://ecos.fws.gov/ecp/species/9399">https://ecos.fws.gov/ecp/species/9399</a>	Breeds May 15 to Oct 10

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NAME	BREEDING SEASON
Canada Warbler <i>Cardellina canadensis</i> This is a Bird of Conservation Concern (BCC) throughout its range in the continental USA and Alaska.	Breeds May 20 to Aug 10
Golden Eagle <i>Aquila chrysaetos</i> This is not a Bird of Conservation Concern (BCC) in this area, but warrants attention because of the Eagle Act or for potential susceptibilities in offshore areas from certain types of development or activities. <a href="https://ecos.fws.gov/ecp/species/1680">https://ecos.fws.gov/ecp/species/1680</a>	Breeds elsewhere
Golden-winged Warbler <i>Vermivora chrysoptera</i> This is a Bird of Conservation Concern (BCC) throughout its range in the continental USA and Alaska. <a href="https://ecos.fws.gov/ecp/species/8745">https://ecos.fws.gov/ecp/species/8745</a>	Breeds May 1 to Jul 20
Wood Thrush <i>Hylocichla mustelina</i> This is a Bird of Conservation Concern (BCC) throughout its range in the continental USA and Alaska.	Breeds May 10 to Aug 31

## Probability Of Presence Summary

The graphs below provide our best understanding of when birds of concern are most likely to be present in your project area. This information can be used to tailor and schedule your project activities to avoid or minimize impacts to birds. Please make sure you read and understand the FAQ "Proper Interpretation and Use of Your Migratory Bird Report" before using or attempting to interpret this report.

### Probability of Presence (■)

Each green bar represents the bird's relative probability of presence in the 10km grid cell(s) your project overlaps during a particular week of the year. (A year is represented as 12 4-week months.) A taller bar indicates a higher probability of species presence. The survey effort (see below) can be used to establish a level of confidence in the presence score. One can have higher confidence in the presence score if the corresponding survey effort is also high.

How is the probability of presence score calculated? The calculation is done in three steps:

1. The probability of presence for each week is calculated as the number of survey events in the week where the species was detected divided by the total number of survey events for that week. For example, if in week 12 there were 20 survey events and the Spotted Towhee was found in 5 of them, the probability of presence of the Spotted Towhee in week 12 is 0.25.
2. To properly present the pattern of presence across the year, the relative probability of presence is calculated. This is the probability of presence divided by the maximum probability of presence across all weeks. For example, imagine the probability of presence in week 20 for the Spotted Towhee is 0.05, and that the probability of presence at week 12

(0.25) is the maximum of any week of the year. The relative probability of presence on week 12 is  $0.25/0.25 = 1$ ; at week 20 it is  $0.05/0.25 = 0.2$ .

- The relative probability of presence calculated in the previous step undergoes a statistical conversion so that all possible values fall between 0 and 10, inclusive. This is the probability of presence score.

**Breeding Season (■)**

Yellow bars denote a very liberal estimate of the time-frame inside which the bird breeds across its entire range. If there are no yellow bars shown for a bird, it does not breed in your project area.

**Survey Effort (|)**

Vertical black lines superimposed on probability of presence bars indicate the number of surveys performed for that species in the 10km grid cell(s) your project area overlaps. The number of surveys is expressed as a range, for example, 33 to 64 surveys.

**No Data (-)**

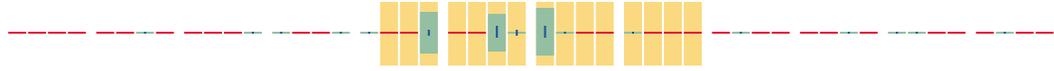
A week is marked as having no data if there were no survey events for that week.

**Survey Timeframe**

Surveys from only the last 10 years are used in order to ensure delivery of currently relevant information. The exception to this is areas off the Atlantic coast, where bird returns are based on all years of available data, since data in these areas is currently much more sparse.



Wood Thrush  
BCC Rangewide  
(CON)



Additional information can be found using the following links:

- Birds of Conservation Concern <https://www.fws.gov/program/migratory-birds/species>
- Measures for avoiding and minimizing impacts to birds <https://www.fws.gov/library/collections/avoiding-and-minimizing-incident-take-migratory-birds>
- Nationwide conservation measures for birds <https://www.fws.gov/sites/default/files/documents/nationwide-standard-conservation-measures.pdf>

## Migratory Birds FAQ

**Tell me more about conservation measures I can implement to avoid or minimize impacts to migratory birds.**

[Nationwide Conservation Measures](#) describes measures that can help avoid and minimize impacts to all birds at any location year round. Implementation of these measures is particularly important when birds are most likely to occur in the project area. When birds may be breeding in the area, identifying the locations of any active nests and avoiding their destruction is a very helpful impact minimization measure. To see when birds are most likely to occur and be breeding in your project area, view the Probability of Presence Summary. [Additional measures](#) or [permits](#) may be advisable depending on the type of activity you are conducting and the type of infrastructure or bird species present on your project site.

**What does IPaC use to generate the migratory birds potentially occurring in my specified location?**

The Migratory Bird Resource List is comprised of USFWS [Birds of Conservation Concern \(BCC\)](#) and other species that may warrant special attention in your project location.

The migratory bird list generated for your project is derived from data provided by the [Avian Knowledge Network \(AKN\)](#). The AKN data is based on a growing collection of [survey, banding, and citizen science datasets](#) and is queried and filtered to return a list of those birds reported as occurring in the 10km grid cell(s) which your project intersects, and that have been identified as warranting special attention because they are a BCC species in that area, an eagle ([Eagle Act](#) requirements may apply), or a species that has a particular vulnerability to offshore activities or development.

Again, the Migratory Bird Resource list includes only a subset of birds that may occur in your project area. It is not representative of all birds that may occur in your project area. To get a list of all birds potentially present in your project area, please visit the [AKN Phenology Tool](#).

**What does IPaC use to generate the probability of presence graphs for the migratory birds potentially occurring in my specified location?**

The probability of presence graphs associated with your migratory bird list are based on data provided by the [Avian Knowledge Network \(AKN\)](#). This data is derived from a growing collection of [survey, banding, and citizen science datasets](#).

Probability of presence data is continuously being updated as new and better information becomes available. To learn more about how the probability of presence graphs are produced and how to interpret them, go to the Probability of Presence Summary and then click on the "Tell me about these graphs" link.

### **How do I know if a bird is breeding, wintering, migrating or present year-round in my project area?**

To see what part of a particular bird's range your project area falls within (i.e. breeding, wintering, migrating or year-round), you may refer to the following resources: [The Cornell Lab of Ornithology All About Birds Bird Guide](#), or (if you are unsuccessful in locating the bird of interest there), the [Cornell Lab of Ornithology Neotropical Birds guide](#). If a bird on your migratory bird species list has a breeding season associated with it, if that bird does occur in your project area, there may be nests present at some point within the timeframe specified. If "Breeds elsewhere" is indicated, then the bird likely does not breed in your project area.

### **What are the levels of concern for migratory birds?**

Migratory birds delivered through IPaC fall into the following distinct categories of concern:

1. "BCC Rangewide" birds are [Birds of Conservation Concern](#) (BCC) that are of concern throughout their range anywhere within the USA (including Hawaii, the Pacific Islands, Puerto Rico, and the Virgin Islands);
2. "BCC - BCR" birds are BCCs that are of concern only in particular Bird Conservation Regions (BCRs) in the continental USA; and
3. "Non-BCC - Vulnerable" birds are not BCC species in your project area, but appear on your list either because of the [Eagle Act](#) requirements (for eagles) or (for non-eagles) potential susceptibilities in offshore areas from certain types of development or activities (e.g. offshore energy development or longline fishing).

Although it is important to try to avoid and minimize impacts to all birds, efforts should be made, in particular, to avoid and minimize impacts to the birds on this list, especially eagles and BCC species of rangewide concern. For more information on conservation measures you can implement to help avoid and minimize migratory bird impacts and requirements for eagles, please see the FAQs for these topics.

### **Details about birds that are potentially affected by offshore projects**

For additional details about the relative occurrence and abundance of both individual bird species and groups of bird species within your project area off the Atlantic Coast, please visit the [Northeast Ocean Data Portal](#). The Portal also offers data and information about other taxa besides birds that may be helpful to you in your project review. Alternately, you may download the bird model results files underlying the portal maps through the [NOAA NCCOS Integrative Statistical Modeling and Predictive Mapping of Marine Bird Distributions and Abundance on the Atlantic Outer Continental Shelf](#) project webpage.

Bird tracking data can also provide additional details about occurrence and habitat use throughout the year, including migration. Models relying on survey data may not include this information. For additional information on marine bird tracking data, see the [Diving Bird Study](#) and the [nanotag studies](#) or contact [Caleb Spiegel](#) or [Pam Loring](#).

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**What if I have eagles on my list?**

If your project has the potential to disturb or kill eagles, you may need to [obtain a permit](#) to avoid violating the Eagle Act should such impacts occur.

**Proper Interpretation and Use of Your Migratory Bird Report**

The migratory bird list generated is not a list of all birds in your project area, only a subset of birds of priority concern. To learn more about how your list is generated, and see options for identifying what other birds may be in your project area, please see the FAQ "What does IPaC use to generate the migratory birds potentially occurring in my specified location". Please be aware this report provides the "probability of presence" of birds within the 10 km grid cell(s) that overlap your project; not your exact project footprint. On the graphs provided, please also look carefully at the survey effort (indicated by the black vertical bar) and for the existence of the "no data" indicator (a red horizontal bar). A high survey effort is the key component. If the survey effort is high, then the probability of presence score can be viewed as more dependable. In contrast, a low survey effort bar or no data bar means a lack of data and, therefore, a lack of certainty about presence of the species. This list is not perfect; it is simply a starting point for identifying what birds of concern have the potential to be in your project area, when they might be there, and if they might be breeding (which means nests might be present). The list helps you know what to look for to confirm presence, and helps guide you in knowing when to implement conservation measures to avoid or minimize potential impacts from your project activities, should presence be confirmed. To learn more about conservation measures, visit the FAQ "Tell me about conservation measures I can implement to avoid or minimize impacts to migratory birds" at the bottom of your migratory bird trust resources page.

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## Wetlands

Impacts to [NWI wetlands](#) and other aquatic habitats may be subject to regulation under Section 404 of the Clean Water Act, or other State/Federal statutes.

For more information please contact the Regulatory Program of the local [U.S. Army Corps of Engineers District](#).

Please note that the NWI data being shown may be out of date. We are currently working to update our NWI data set. We recommend you verify these results with a site visit to determine the actual extent of wetlands on site.

THERE ARE NO WETLANDS WITHIN YOUR PROJECT AREA.

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## **IPaC User Contact Information**

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