

MENOMINEE TRIBAL ENTERPRISE



REQUEST FOR PROPOSALS For

LUMBER PROCESSING EQUIPMENT FOR THE GREEN LINE STACKER PROJECT

For The
MEMONINEE TRIBAL ENTERPRISE

Developed by
Menominee Tribal Enterprises Green Stacker Project Team

Date: May 1, 2025

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

**Menominee Tribal Enterprise
New Green Line Stacker- Lumber Processing Equipment
for the Green Line Stacker**

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I. REQUEST FOR PROPOSAL SOLICITATION NOTICE



**Menominee Tribal Enterprise
New Green Line Stacker- Lumber Processing Equipment
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 vendors to furnish and assist in the installation, startup, and support of a complete equipment package designed for a high-efficiency lumber handling and stacking line. The selected vendor will provide all specified equipment, control systems, and technical support services necessary to ensure a fully operational system. 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- Lumber Processing Equipment**

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

12:00 p.m. CST on Thursday, May 22, 2025

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@mtewood.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.

Major Items of Work:

To provide lumber processing equipment for the Green Line Stacker.

Bidders should reference the preliminary drawings and equipment list provided in this RFP (Appendix E) 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

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

The purpose of this Request for Proposal (RFP) is to solicit sealed Proposals from qualified vendors to furnish and assist in the installation, startup, and support of a complete equipment package designed for a high-efficiency lumber handling and stacking line. 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 Proof of Insurance for Bidder and all Subcontractors, if applicable (see Section IV).
 - 1.04 Bid Securities if applicable (see section IV).
 - 1.05 Company Overview. Provide a summary of your Company that should concentrate on:
 - A. Profile of Owners, Partners, Key Management Officials, and/or Senior Management. Provide a biography of Company Owners, Partners, Key Management Officials, and/or Senior Management to include qualifications needed for this project.
 - B. Experience. Describe how long your Company has been in business as well as describe past experience relative to this project
 - C. The qualifications of the firm and of the particular staff to be assigned to this engagement. The firm and all assigned key professional staff are properly licensed to practice in the State of Wisconsin (if applicable).
 - D. Capabilities. Provide information that describes the financial strengths of the

- Company, access to capital, equipment needed for project, etc.
- 1.06 Native American / minority preference documentation, if applicable.
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.
- 1.07 Menominee Hiring Preference (see item 18 below).
- 2. Pre-Bid Conference.** There will not be a Pre-Bid Conference. Contractors can send questions to Angie Streckenbach with Thrive Architects, als@thrive-architects.com
- 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 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.

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 must be submitted. In addition, one electronic copy of the Proposal is requested but not required under this RFP.

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. All 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**

Re: New Green Line Stacker- Lumber Processing Equipment

12. Deadline to Submit Proposals. Sealed Proposals must be received no later than Thursday, May 22, 2025 12:00 p.m. CST. 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 2:00 p.m. CST on Thursday, May 22, 2025 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. Technical questions (e.g. scope of work, design plans, etc.) however may only be asked at the pre-bid conference.

Menominee Tribal Enterprise – President & CEO
ATTN: Jennifer Peters, President & CEO
N3522 COTTAGE AVE
P.O. Box 10
Neopit, WI 54150
(T): 715-756-2311 ext. 1157
jenniferp@mtewood.com

IV. SPECIAL REQUIREMENTS

The following requirements and conditions shall be considered an essential part of the specifications and Proposal for the Pre-Engineered Metal Building Supplier for the New Building & Green Line Stacker project as identified herein:

1. General Contract Services

1.01 To furnish and assist in the installation, startup, and support of a complete equipment package designed for a high-efficiency lumber handling and stacking line.

1.02 **Lumber Processing Equipment Vendor Scope of Services.** The equipment and services included in this scope are as follows:

- 1) **Package Infeed System:**
 - a) Five (5) infeed lines
 - b) Each line: 24' in length
- 2) **Interface Chains:**
 - a) Five (5) interface chain lines
 - b) Each line: 12' in length
- 3) **Breakdown Hoist:**
 - a) Dimensions: 16' long x 54" high x 50" wide
 - b) Includes autoleveling feature
- 4) **Top Layer Skew System**
 - a) Designed to align and adjust the top layer of incoming material prior to stacking
- 5) **Landing Deck #1 with Live Fence:**
 - a) 16' landing deck integrated with live fence system for material guidance
- 6) **Hoist-Type Stacker System:**
 - a) Accommodates material lengths of 6' to 16'
 - b) Includes automatic sticker placer
- 7) **Automatic Sticker Placer**
 - a) High-efficiency system integrated into the stacker line for precision sticker placement
- 8) **Overhead Course Division System**
 - a) Provides course separation during stacking process
- 9) **Opposite Side Pullback Mechanism**
 - a) Ensures accurate alignment and uniformity across the stack
- 10) **Final End Evening System**
 - a) Ensures all material ends are squared for consistent packaging
- 11) **Package Outfeed #1:**
 - a) 24' in length
- 12) **Hydraulic Power Unit (HPU):**
 - a) Powers breakdown hoist and stacker system
- 13) **Motor Control Center (MCC):**
 - a) Centralized electrical panel for managing all motor operations
- 14) **Control System:**
 - a) Complete, integrated control system to operate the entire line, including programmable logic controllers (PLCs), HMIs, sensors, and safety systems
- 15) **Online Support System:**
 - a) Includes seven (7) network-connected support cameras for remote diagnostics and assistance
- 16) **Installation Assistance:**

- a) On-site technical guidance and coordination during installation of all equipment
 - 17) **Startup Assistance:**
 - a) On-site support for commissioning, calibration, and testing of the complete system to ensure full functionality
 - 18) **Training and Online Support:**
 - a) Vendor will provide training to MTE personnel on equipment operation and maintenance
 - b) Ongoing technical support via remote access system and camera network
- 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:
- 4.01 The insurance company providing coverage must have an A- or better rating in the current Bests rating guide.
 - 4.02 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.
 - 4.03 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.
 - 4.04 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
 - 4.05 Automobile Liability
 - A. \$1,000,000 Combined Single Limit; or
 - B. \$1,000,000 Bodily Injury
 - C. \$500,000 Property Damage
 - 4.06 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.
 - 4.07 Professional/Errors & Omissions Liability if applicable - \$2,000,000
 - 4.08 Umbrella Liability - \$1,000,000 Limit;
 - 4.09 The insurance contract must include following:
 - A. 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.
 - B. The general aggregate must apply separately to this project/location; and

- C. Thirty-day cancellation notice to certificate holder.
- D. Waiver of Subrogation Clause for general liability, automobile, umbrella, and workman's compensation insurance.
- 4.10 Any deviation from the above described limits and coverage must be approved in writing by the MTE.
- 4.11 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.
- 4.12 Failure to provide an insurance certificate that meets or exceeds all insurance requirements will cause the Proposal to be rejected.
- 4.13 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@mtewood.com. However the certificate must still accompany the proposal.

3. Securities

- 3.01 Bid Bond. For contracts over \$150,000, a 5% Bid Bond is required for this project.
- 3.02 Performance Bond. A 100% Performance Bond is required for this project.
- 3.03 Letter of Credit. A Letter of Credit is **NOT** required for this project.
- 3.04 Withholdings. Withholding will **NOT** be required for this project.
- 3.05 Payment Bond. A Payment Bond is required for this project.

V. GENERAL INSTRUCTIONS TO SUCCESSFUL BIDDER

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 design is anticipated to start after the MTE Leadership Team accepts and approves the awarded Proposal.
4. **Signing of Contract**
 - 4.01 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.
 - 4.02 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).
 - 4.03 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
5. **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.
6. **Submission of Invoices.** All invoices are required to be submitted to the MTE President & CEO for processing.
7. **Submission of Statements.** Monthly statement of accounts will be required to be submitted to the MTE's Finance Department for reconciliation.
8. **Payment Terms**
 - 8.01 The terms of payment shall be Net thirty (30) days upon dated receipt of invoice for goods and services rendered.
 - 8.02 The MTE accounting procedures allows for the disbursement of payments for all approved and processed invoices by the 15th and 30th of each month. Invoices must be received by the MTE no later than the 10th and 25th of each month, respectively, to have disbursements by the 15th and 30th of each month.
 - 8.03 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.
 - 8.04 Excess costs will require prior approval by the MTE and an amendment to the contract before being incurred.
9. **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.

10. 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.

11. 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.

12. 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.

VI. PROPOSAL FORM

The undersigned hereby offer to provide design, architect, engineering and administer construction management services for the New Building and Green Line Stacker Project for the MTE as outlined in the RFP and offers to furnish such related goods and services in accordance with all applicable laws and regulations. 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. **Equipment Costs** \$ _____
- 2. **Voluntary Equipment Alternate** \$ _____

B. Total Cost of Project:

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

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

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

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

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

Name: _____
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. (If more space is required, submit on additional pages as needed).

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

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

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- Lumber Processing Equipment for the Green Line Stacker

BIDDER: _____

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

Date: Thursday, May 22, 2025 Time: 12:00 p.m. CST

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

TOTAL POINTS (MAX 110)▶	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	
TOTAL POINTS (MAX 20)▶	20	

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

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

TOTAL POINTS SCORED: _____
MAXIMUM POINTS AVAILABLE: (200)

COMMENTS AND CONSIDERATIONS: _____

Signature of Evaluator: _____

Date of Proposal Evaluation: _____

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>Federal and Wisconsin Governmental Units</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>Other</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: 15%; text-align: center;">% of Electricity Exempt</th> <th style="width: 15%; text-align: center;">% of Natural Gas Exempt</th> <th style="width: 15%; 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: 10%; 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
	NAIC #
INSURED ABC Company	INSURER A : A- Rated Insurance Carrier or Better
	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			PER STATUTE 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

CERTIFICATE HOLDER	CANCELLATION
Menominee Tribal Enterprises PO Box 10 Hwy 47 Neopit, WI 54150	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 furnish all labor, materials, equipment, supplies, services, tools, machinery, and other facilities of every kind and description required for the prompt and efficient execution of the work described in the Statement of Work attached as Exhibit “A” and incorporated herein by reference. All of the equipment and materials furnished under this contract will be new and as specified and the work will be of good quality.

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” – Sample Concept Drawings

Scope of Work

Menominee Tribal Enterprises (MTE) is seeking qualified vendors for the supply, delivery, and installation of lumber processing equipment. This equipment will be used to enhance the operational capabilities of our lumber production facility, increasing efficiency, safety, and overall production capacity.

Equipment List

1. Package Infeed Chains 5 Lines 24' Long
2. Interface Infeed Chains 5 Lines 12' Long
3. Breakdown Hoist, 16' Long x 54" High x 50" Wide
4. Breakdown Hoist Auto Leveling
5. Top Layer Skew System
6. Landing Deck #1 With Live Fence 16' Long
7. Hoist Type Stacker With Auto Sticker Placer 6' - 16'
8. Overhead Course Division
9. Opposite Side Pullback
10. Final End Evening
11. Package Outfeed Chains 24' Long
12. HPU For Breakdown Hoist And Stacker
13. MCC
14. Control System For Complete Line
15. Installation Assistance
16. Start Up Assistance
17. Online Support System, 7 Cameras
18. Stick Belt 30' Long
19. One Foot Stick Placement

Preliminary Equipment Plan Dated 03.28.2025, enclosed

F. Appendix “F” – 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