

SAULT STE. MARIE TRIBE OF CHIPPEWA INDIANS  
TRANSPORTATION DEPARTMENT

PROJECT # 26-051  
REQUEST FOR BIDS (RFB) REBID  
FOR

ACFS PARKING LOT PAVING  
SAULT STE. MARIE, MI.

REQUEST FOR BIDS SCHEDULE

Bid Package Release  
**Submission Deadline**

Tuesday June 30, 2026  
**Wednesday July 15, 2026 at 2:00 P.M.**

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# REQUEST FOR BIDS

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Project: ACFS PARKING LOT PAVING  
Owner: Sault Ste. Marie Tribe of Chippewa Indians  
Location: Sault Ste. Marie, Michigan

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The Sault Ste. Marie Tribe of Chippewa Indians Transportation Department (“Sault Tribe” or “Tribe” or “Owner”) is requesting sealed bids from qualified and experienced contractors to provide HMA removal and repair (herein referred to as “ACFS Project” and/or “Project #26-051”) at 2218 Shunk Road located in Sault Ste. Marie, MI. The Project RFB package will be available beginning Friday June 12, 2026, from the Sault Tribe Purchasing Department.

## ***Scope of Work***

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This Request for Bid (RFB) aims to solicit bids from various contractors to one

- (1) perform site preparation, including securing the work zone with traffic control, barricades, and dusk control.
- (2) removal and excavation, including cutting and removing the distressed HMA down to the specific depth.
- (3) base repair, including proof-rolling the aggregate sub-base, and excavating unsuitable soils, new crushed stone may be added and compacted.
- (4) HMA installation, including applying a bond coat (tack), followed by installing layers of hot-mix asphalt, typically a binding layer and a smoother wearing surface
- (5) Site restoration.
- (6) The site location will be labeled with white paint in the field at the structure, corresponding to the location list on the map.

Work shall be completed according to the scope of work detailed within this RFB.

This Project is funded through the Bureau of Indian Affairs Tribal Transportation Department

## ***Location***

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Project is located in the City of Sault Ste. Marie, Michigan.

The Plans, Specifications, Bid Schedule and Addenda, may be obtained by contacting Sault Tribe Purchasing at Email: MLehre@saulttribe.net It shall be each Bidder’s responsibility to check for any addenda posted for the project during the bidding period.

## ***Contact***

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Questions regarding the Project bid package, bid submission, RFB questions or clarification should be directed to:

Mary Lehre, Purchasing Agent  
Sault Tribe Purchasing Department  
Ph: 906. 635-7035 Email: MLehre@saulttribe.net

Wendy Hoffman, Project Manager, Owners Representative  
Sault Tribe Transportation Department  
523 Ashmun Street, Sault Ste. Marie, Michigan 49783  
Ph: 906.635.6050 Email: whoffman@saulttribe.net

# *General Requirements and Conditions*

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## ***Responsible Bidder***

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Potential bidders must be licensed, responsible, and qualified contractors. Prior to the commencement of any work, an official Notice of Proceed will be provided by Sault Tribe Transportation. In addition, a Contract shall be required and entered into between the Tribe and the selected bidder. Bidders must provide the items listed below to be considered Responsible Contractors.

- A. Proof of License and insurance. Contractor Insurance must be acceptable to the Tribe and in accordance with the requirements set forth in this RFB and any other contractual documents related to this Project. Contractor shall provide the Tribe with proof of insurance as described in Attachment C; Contractor Insurance Requirements.
- B. Certificate of Debarment shall be completed and signed by official representative Each Bidder must provide a completed and signed Certification for Debarment form for the contractor and each of its subcontractors under this RFB with its bid  
In connection with the performance of work under this contract, the contractor 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 Departments, unless authorized by the Government in accordance with Subpart 9.4 of the Federal Acquisition Regulations.
  - i. The Contractor shall provide the Tribe with, in accordance with FAR Clause 52.209.5 “Certification Regarding Debarment, Suspension, Proposed Debarment, and Other Responsibility Matters” – the required certification from all proposed subcontractors to the Tribe for review, prior to the contract being executed.
  - ii. The Certification from Debarment form is attached hereto and must be submitted with the bid, see Attachment D.
- C. Experience and References. Each Bidder shall provide three references for Road Construction/Reconstruction Projects the contractor has completed in the State of Michigan, see Attachment B, Bidders Experience Form attached hereto and must be submitted with the Bid.

## ***Schedule***

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Each Bidder shall prepare and submit a Project Schedule showing start and end dates, sequences, and include any critical milestones and dates with Bid package. At the minimum, schedule shall incorporate and identify the following work items with estimated start date, length of and completion date:

- A. Mobilization
- B. Crush and Shape, Site Work
- C. HMA Installation
- D. Restoration work

## ***Bond***

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Each Bid must be accompanied by a Bid bond duly executed by a surety company approved by the Tribe and payable to the Tribe. Performance and payment bonds, with penal amounts equal to 100% and 50% respectively of the amount of the contract, are required by law when the bid exceeds \$25,000.

1. A bid bond of 20% is required for any bid in the amount of or over \$25,000. Bids not accompanied by a proper bid bond or certified check in the amount stated in the documents, or received after the Bid closing date and time, will not be considered.
2. Corporate sureties offered for bonds furnished with this contract must be original documents and must appear on the list contained in the Department of Treasury Circular 570, entitled "Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and acceptable Reinsuring Companies.
3. The Bid bond of the successful Bidder will be retained until the payment bond and performance bond have been executed and approved, after which it will be returned.
4. A maintenance bond, in the amount of 50 percent of the final contract price with a corporate surety approved by the Tribe, will be required. The maintenance bond shall be in effect for the one (1) year warranty period beginning from the date of acceptance by the Owner of the work as determined by the Owner in written notice to the Contractor and shall accompany a Contractors Request for Final Payment of Contracted Work.

## ***Subcontracting***

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The Contractor may utilize the services of specialty Subcontractors on those parts of the Work which, under normal Contracting practices, are performed by specialty Subcontractors.

The Contractor shall be fully responsible to the Owner for the acts and omissions of his Subcontractors, and of persons either directly or indirectly employed by them, as he is for the acts and omissions of persons directly employed by him.

The Contractor shall be fully responsible for any payments to be made or owed to any subcontractors.

Nothing contained in this Contract shall create any Contractual relation between any Subcontractor and the Owner.

All Work of the Contractor and Subcontractors will be pursuant to all the terms and conditions of the original Contract Documents executed between Owner and Contractor, or as further amended and changes thereto.

A subcontracting plan must be submitted with the bids. An acceptable subcontracting plan will include as a minimum the following:

- Name and address of proposed subcontractor(s).
- Description of work to be subcontracted (bid items).
- Amount of subcontract by bid item(s).
- Qualifications of subcontractor(s).
- Indicate if Tribal or Non-Tribal subcontractor(s).
- If non-tribal, show proof of efforts made to obtain a Tribal subcontractor.

## ***Native Preference***

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As per the Sault Ste. Marie Tribe of Chippewa Indians Purchasing Policy, revised October 6, 2015, all proposals received for the Transportation Department will be subject to the Native Preference Policy. To qualify for native preference, a contractor must be classified as an "Indian Economic Enterprise", which means any business entity which is at least 51 percent owned by one or more members of a federally recognized Indian Tribe; and has one or more of the tribe members involved in the daily business management of the economic enterprise; and a majority of the earnings from said Economic Enterprise benefits said member or members. The vendor claiming to be an Indian Economic Enterprise must have satisfied the requirements of eligibility/ certification. Eligibility would include proof that a member/vendor is an Enrolled Tribal Member of a Federally Recognized Indian Tribe. Certification of eligibility for native preference could include Bureau of Indian Affairs Certification, Michigan Minority Business Development Council, Small Business Administration, and Certification of membership from another Tribe. Eligibility/Certification shall be submitted with the bid response. A prospective vendor seeking to qualify for preference shall evidence showing extent of Indian ownership and interest. Evidence of structure, management and financing affecting the Indian character of the enterprise, including major subcontractors and purchase agreements; materials or equipment supply arrangement; and management salary or profit-sharing arrangements; and evidence showing the effect of these on the extent of Indian ownership and interest. Evidence to demonstrate that the contractor has the technical, administrative, and financial capability to perform work of the size and type involved. The Indian Economic Enterprise must submit a letter as evidence of Indian ownership and control certifying that the enterprise will continue to meet requirements necessary to sustain Indian ownership and control throughout the period of service.

## ***Notice of Award***

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The Purchasing Department will notify the successful bidder of the acceptance of their bid with a Notice of Award Form to be signed and returned by the bidder to Purchasing.

The Tribe reserves the right to waive any informality or to reject any or all Bids. No Bidder may withdraw their Bid within 120 days after the actual date of Bid opening. Should there be reasons why a Contract cannot be awarded within the specified period, the time may be extended by written mutual Agreement between the Tribe and the Bidder.

The RFB documents contain the provisions necessary for bidders to submit a bid. Information obtained from an officer, agent, or employee of the Tribe or any other person shall not affect the risks or obligations assumed by the Contractor or relieve the Contractor from fulfilling any of the conditions of the work.

## ***Notice to Proceed***

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A Notice to Proceed will not be issued until all required Pre-Construction contract documents are delivered to the Transportation Department in good order and completed. Required documents are listed below:

- A. Bonds
- B. Insurance certificates
- C. Schedule
- D. Safety Plan
- E. Subcontracting Plan
- F. Employment Plan
- G. SF 14-13

Executed contract (which will be required and entered into between the Tribe and the approved bidder prior to beginning any services). Any other documents, the Tribe or BIA, may require prior to proceeding with construction.

Upon receiving and approving the items listed above, the Transportation Department will notify the approved bidder to commence work with an official Notice to Proceed form. Upon receiving the Notice to Proceed, the approved contractor must sign and return it to the Transportation Department.

### ***Access & Coordination***

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The selected contractor and subcontractors shall coordinate and schedule worksite access with the Tribe and Bureau of Indian Affairs prior to the commencement of work.

### ***Progress Clause:***

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Work shall commence on or about July 15, 2026, as weather and load limits permit, provided the Tribe authorizes the work to begin at such time.

- In no case shall any work commence before the receipt of a formal Notice to Proceed and execution of a formal contract.
- Substantial completion shall be on or before August 1, 2026, provided the Tribe, in its sole determination, is satisfied with the Work and classifies the project as complete.
- The entire project shall be completed on or before August 1, 2026.

### ***Pre-Construction Meeting***

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Selected contractor shall participate in a Pre-Construction meeting with Owner to develop a detailed progress schedule.

- A. A Pre-Construction Meeting will be scheduled within thirty days after the approved bidder is determined, and upon completion of a Notice to Proceed.
- B. Subcontractor(s) for designated and/or specialty items must attend the Pre-construction meeting.
- C. Transportation Department will arrange the time and place for the meeting and the Tribe shall provide notice of the same to the contractor.

### ***Requests for Payment***

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Contractor shall submit payment requests to Owners Representative for payment requests based on quantities and work completed on the project.

- A. Completed and updated W-9 on file prior with the Tribe is required prior to processing any checks.
- B. Payments will not be made unless all relevant and required documentation has been obtained by Project Engineer, required documents are listed below
- C. Material certifications
- D. Testing reports
- E. Certified payrolls
- F. Weekly progress reports
- G. Weekly safety reports

Work completed must be acceptable to the Transportation Department, Coleman Engineer, and BIA Engineer and sufficiently meet MDOT specifications, or payment will not be processed.

Upon receiving a payment request, the Owners Representative will conduct an initial review and the pay request will be reviewed for approval.

### ***Tax Exemption***

Successful Bidder must contact Transportation Department to request a prepared Tax Exemption certification for materials purchased for Work performed under this RFB.

### ***Site Conditions and Documentation***

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Material changes, additional work, and unexpected site conditions must be documented.

### ***Change Order***

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The contractor shall not proceed with additional work outside of this RFB and/or the executed contract unless prior approval has been received. Change Order to Owners Representative for review and approval. Change orders must be written by the contractor and approved by the Tribe. At a minimum, Change Orders shall state:

- A. Description of the work to be completed
- B. Unit(s) of measurement(s)
- C. Unit price(s)
- D. The total cost of the change
- E. The pay item number(s) assigned by the engineer
- F. The change order number
- G. Signature lines for the contractor and the Tribe.
- H. Without written approval from the Tribe, the contractor is not authorized to begin the work.
- I. Any change which will result in an increased cost of any pay item of 15% or more must be approved by the Tribe and the engineer.

### **Contract Provisions for Non-Federal Entity Contracts Under Federal Awards**

This Project may be subject to Federal Acquisition Regulations (FAR) and if applicable, Contractor shall be subject to and shall abide by any and all applicable FAR clauses. In addition to other provisions required by the Federal agency or non-Federal entity, all contracts made by the non-Federal entity under the Federal award must contain provisions covering the following, as applicable.

#### ***Davis-Bacon Act, as amended ( 40 U.S.C. 3141- 3148).***

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All laborers and mechanics employed by contractors and subcontractors employed in the construction, alteration, or repair, including painting or decorating of buildings or other facilities in connection with this contract shall be paid wages at not less than those prevailing on similar construction in the locality, as determined by the Government of Labor in accordance with Davis-Bacon Act of March 3, 1931 (46 Stat. 1494), as amended. Contractor acknowledges that for work performed on or near the Tribe's reservation lands, that the Tribe has promulgated a wage ordinance which is in compliance with the Davis-Bacon Act, and as such for work done on or near reservation, the Tribe's prevailing wages shall be the minimum compensation.

In addition, contractors must be required to pay wages not less than once a week.

Each Bidder shall include a copy of the current prevailing wage determination with bid package.

### ***Copeland “Anti-Kickback” Act ( 40 U.S.C. 3145)***

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Contractor or sub-recipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

### ***Contractor shall agree to comply with the following:***

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- A. Contract Work Hours and Safety Standards Act (40 U.S.C. 3701- 3708), specifically sections 3702 and 3704.
- B. Clean Air Act (42 U.S.C. 7401- 7671q.)
- C. Federal Water Pollution Control Act (33 U.S.C. 1251- 1387), as amended
- D. Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)
- E. Solid Waste Disposal Act Equal Employment Opportunity clause provided under 41 CFR 60-1.4(b) and implementing regulations at 41 CFR part 60.

## **Contractors Responsibilities**

### ***Supervision and Superintendence***

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- A. Contractor shall supervise, inspect, and direct the Work competently and efficiently, devoting such attention thereto and applying such skills and expertise as may be necessary.
- B. At all times during the progress of the Work, Contractor shall assign a competent resident superintendent who shall not be replaced without written notice to Owner except under extraordinary circumstances.
- C. Contractor shall provide competent, suitable qualified personnel to survey and lay out the Work and perform construction as required by the RFB documents. Contractor shall at all times maintain good discipline and order at the Site.

### ***Labor, Working Hours***

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Except as otherwise required for the safety or protection of persons or the Work or property at the Site or adjacent thereto, and except as otherwise stated in the RFB documents, all Work at the Site shall be performed during regular working hours. Contractor will not permit the performance of Work on a Saturday, Sunday, or any legal holiday without Owner’s written consent (which will not be unreasonably withheld) given after prior written notice to Engineer.

### ***Construction Procedures***

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- A. The Contractor shall supervise and direct the Work using the Contractor's best skill and attention. The Contractor shall be solely responsible for and have control over construction means, methods, techniques, sequences and procedures and for coordinating all portions of the Work

under the Contract, unless Contract Documents give other specific instructions concerning these matters.

- B. The Contractor shall be responsible to the Owner for acts and omissions of the Contractor's employees, Subcontractors and their agents and employees, and other persons performing portions of the Work under a contract with the Contractor.
- C. The Contractor shall be responsible for inspection of portions of Work already performed under this Contract to determine that such portions are in proper condition to receive subsequent Work.

### ***Labor and Materials***

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- A. Unless otherwise provided in the Contract Documents, the Contractor shall provide and pay for labor, materials, equipment, tools, construction equipment and machinery, water, heat, utilities, transportation, and other facilities and services necessary for proper execution and completion of the Work, whether temporary or permanent and whether or not incorporated or to be incorporated in the Work.
- B. The Contractor shall enforce strict discipline and good order among the Contractor's employees and other persons carrying out the Contract. The Contractor shall not permit employment of unfit persons or persons not skilled in tasks assigned to them.

## **Bid Package Materials & Submission Process**

Each Bid must contain the materials described below and be submitted as directed below.

### ***Package Materials***

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Bidders must submit two (2) Copies of the bid

Proof of Responsible Contractor:

- A. A Statement of Qualifications shall include, as a minimum, the following information:
  - Firm name, address, telephone, email, and facsimile numbers, contact person, organization and legal status (corporation or partnership, etc.), Description of services your firm provides.
- B. Location of the offices, stating which office would be providing services on this project.
- C. Listing of staff that will provide construction services.
- D. Bid Sheet (Attachment A) and Bid Schedule (Specification)
- E. Bidders Experience Form (Attachment B) with at least three (3) appropriate references for road construction projects the Bidder has completed.
- F. Bid Bond
- G. Insurance
- H. Debarment Certification
- I. Prevailing Wage determination
- J. Statement with estimated not-to-exceed cost for Construction Services.
- K. Native Preference: If claiming Native American status, proof of the same must be provided at time of bid submission.
- L. Schedule with description of proposed schedule to be used to complete the Project.
- M. Any other material specified to be submitted as part of the bid package as set forth in this RFB.

## ***Submission***

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Bid must be placed in a sealed and labeled envelope and labeled: "SEALED BID ENCLOSED – ACFS PARKING LOT PAVING Project #26-051. Bid must be mailed or hand delivered to the address below. Bid packages submitted by facsimile or email will not be considered. Sault Tribe Building is open Monday through Friday 8:00 a.m. to 5:00 p.m., EST., except during recognized holidays.

**Sealed BIDS** must be delivered to:  
Sault Tribe Purchasing  
Attn: Mary Lehre Project # 26-051  
2186 Shunk Road  
Sault Ste. Marie, MI. 49783

**SEALED BIDS are due Wednesday July 15, 2026, at 2:00 p.m.**

Any Bidder may modify their Bid by email, fax, or special delivery at any time prior to the scheduled Bid opening, provided such fax or special delivery is received by the Owner prior to the Bid opening time. The Bidder's modification notice shall not reveal the Bid price but should provide the addition or subtraction or modification so the final prices or terms will not be known by the Owner until the sealed Bid is opened. Fax transmittal of Bid bonds will not be accepted.

## ***Questions***

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No official interpretation of the meaning of the Plans, Specification or other pre-Bid documents will be made to any Bidder orally except as provided for in a pre-Bid meeting, if one is scheduled. All requests for such interpretation shall be in writing, addressed to [WHoffman@saulttribe.net](mailto:WHoffman@saulttribe.net). Questions must be received by Wednesday, July 8, 2026. Any and all such interpretations and any supplemental instructions will be in the form of a written Addendum to the RFB which, if issued, will not be later than three days prior to the Bid opening.

Bidders must satisfy themselves of the accuracy of the estimated quantities in the Bid schedule by examination of the Site and a review of the Drawings and Specifications including any Addenda. After Bids have been submitted, the Bidder shall not assert that there was a misunderstanding of the nature of the work to be done.

Questions regarding the Project should be directed to:

Wendy Hoffman, Owners Representative  
Sault Tribe Transportation Department  
523 Ashmun Street, Sault Ste. Marie, Michigan 49783  
Ph: 906.635.6050 Email: [whoffman@saulttribe.net](mailto:whoffman@saulttribe.net)

Questions regarding Bid submission or process clarification should be directed to:

Mary Lehre, Purchasing  
Sault Tribe Purchasing Department  
Ph: 906. 635.7035 Email: [MLehre@saulttribe.net](mailto:MLehre@saulttribe.net)

Request for additional information or clarification must be made in writing no later than the date specified in the schedule provided above. Request must contain the Bidder's name, address, phone number, fax number and email address.

*The Sault Ste. Marie Tribe of Chippewa Indians reserves the right to accept and / or reject any or all bid proposals for any reason the Tribe deems appropriate. Determination of bid award is a lengthy process, including analysis of bid packages, recommendation to and approval by the Tribal Board of Directors prior to issuing the notice of award. A bid shall constitute an irrevocable offer for a period of one-hundred twenty (120) days from the bid opening date or until date of award, whichever is earlier. In the event that an award is not made by the Sault Tribe within one-hundred twenty (120) days from the bid opening date, the bidder may withdraw the bid or provide a written extension of the bid.*

**ATTACHMENT A – BID SHEET**

**BID SHEET**

Proposal of \_\_\_\_\_

(Hereinafter called "Bidder"), organized and existing under the Laws of the State of \_\_\_\_\_, doing business as, \_\_\_\_\_.

In compliance with your Request for Bids, Bidder hereby proposes to perform Work for the construction of ACFS PARKING LOT PROJECT, in strict accordance with the Contract Documents within the time set forth therein and at the prices stated below.

By submission of this Bid, each Bidder certifies, as to his own organization that this Bid has been arrived at independently, without consultation, communication, or agreement as to any matter relating to this Bid with any other Bidder or with any competitor.

Bidder hereby agrees to commence Work under this Contract on or before a date to be specified in the Notice to Proceed and to substantially complete the Project on or before the date specified in the Bid documents.

\_\_\_\_\_  
Amount of Bid in Words

Respectfully submitted,

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name of Contractor

\_\_\_\_\_  
Title

\_\_\_\_\_  
Address

**ATTACHMENT B - BIDDER'S EXPERIENCE FORM**

The intent of this form is to assist the Owner in the evaluation of the Bidder or his/her Subcontractor.

LIST OF SIMILAR PROJECTS SUCCESSFULLY COMPLETED IN MICHIGAN

PROJECT	OWNER (Address & Phone No.)	DATE
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1.

Descriptions:

2

Description:

3.

Description:

**ATTACHMENT C - BIDDER'S LIST OF SUBCONTRACTOR (S)**

BIDDER'S LIST OF SUBCONTRACTORS (S)

CONTRACT TYPE	DUTY/SCOPE	CONTRACTOR
PRIME (BIDDER)		
1. SUBCONTRACTOR		
2.SUBCONTRACTOR		
3.. SUBCONTRACTOR		
4. SUBCONTRACTOR		
5. SUBCONTRACTOR		

This form shall be completed and submitted with the proposal.

## ATTACHMENT D – INSURANCE

### INSURANCE REQUIREMENTS - Sault Ste. Marie Tribe of Chippewa Indians Bureau of Indian Affairs

All contractors and subcontractors must submit certificates of liability and workman's compensation insurance prior to a contract being issued. Each insurance company of the contractor or subcontractors must hold a current Certificate of Authority issued by the Director State Department of Insurance authorizing it to transact the appropriate employees may be covered under the Federal Tort Claims Act. The following insurance requirements and amounts must be met:

1. **Worker's Compensation Insurance:** The contractor and subcontractors shall procure and maintain during the life of this contract, Worker's Compensation Insurance (including Employers Liability coverage), in accordance with all applicable Statutes of the State of Michigan. No exclusions to said Workers' Compensation Insurance (and Employers Liability Coverage), including exclusions of coverage as to any one or more named partners or the spouse, child, or parent in the employer's family, will be permitted under this contract.
2. **Commercial General Liability Insurance:** The Contractor shall procure and maintain during the life of the contract, Commercial General Liability Insurance on an "Occurrence Basis" with limits of liability not less than \$1,000,000 per occurrence and aggregate of \$2,000,000, Personal Injury, Bodily Injury and Property Damage. Coverage shall include the following extensions: (A) Contractual Liability; (B) Products and Completed Operations; (C) Independent Contractors Coverage; (D) Broad Form General Liability Extensions or equivalent; (E) Deletion of all Explosion, Collapse and Underground (XCU) Exclusions, if applicable.
3. **Motor Vehicle Liability:** The Contractor shall procure and maintain during the life of this contract Motor Vehicle Liability Insurance, including Michigan No-Fault Coverage, with limits of liability of not less than \$1,000,000 per occurrence combined single limit Bodily Injury and Property Damage. Coverage shall include all owned vehicles, all non-owned vehicles and all hired vehicles.
4. **Additional Insured:** Commercial General Liability Insurance, as described above, shall include an endorsement stating the following shall be "Additional Insured": The Sault Ste. Marie Tribe of Chippewa Indians, the Bureau of Indian Affairs, the City of Sault Ste. Marie, all elected and appointed officials, all employees and volunteers, all boards, commissions and/or authorities and board members, including employees and volunteers thereof.
5. **Cancellation Notice:** Workers' Compensation Insurance, Commercial General Liability Insurance and Motor Vehicle Liability Insurance, as described above, shall include an endorsement stating the following: "It is understood and agreed that Thirty (30) days Advance Written Notice of Cancellation, Non-Renewal, Reduction and/or Material Change shall be sent to:

City of Sault Ste. Marie ATTN: TBD Sault Ste. Marie, MI 49783	Sault Ste. Marie Tribe of Chippewa Indians ATTN: Wendy A. Hoffman 523 Ashmun Street Sault Ste. Marie, MI 49783
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6. Owner's and Contractors Protective (OCP) Liability Coverage: The Firm must procure and maintain during the life of this contract, OCP for bodily injury, personal injury, and property damage liability insurance with limits of liability not less than \$1,000,000 per each person and \$5,000,000 per each accident. The City of Sault Ste. Marie, shall be "Named Insured" on said coverage with the Sault Ste. Marie Tribe of Chippewa Indians and the BIA listed as additionally insured. Thirty (30) days' Notice of Cancellation shall apply to this policy.
7. Each policy of insurance shall name the Bureau of Indian Affairs and the Sault Ste. Marie Tribe of Chippewa Indians, the City of Sault Ste. Marie, all elected and appointed officials, all employees and volunteers, all boards, commissions and/or authorities and board members, including employees and volunteers thereof as additionally insured.
8. Each policy of insurance shall contain a provision that the insurance carrier waives any rights which it may have to raise as a defense the Tribe's sovereign immunity from suit, but such waiver shall extend only to claims in the amount and nature of which are within the coverage and limits of the policy of insurance. The policy shall contain no provision, either express or implied, that will serve to authorize or empower the insurance carrier to waiver or otherwise limit the Tribe's sovereign immunity outside or beyond the coverage and limits of the policy of insurance. Each policy of insurance shall contain an endorsement providing that cancellation by the insurance company shall not be effective unless a copy of the cancellation is mailed (registered) to Tribe and the City of Sault Ste. Marie.
9. Proof of Insurance coverage: The Contractor shall provide the Sault Ste. Marie Tribe of Chippewa Indians and the City of Sault Ste. Marie, at the time the contracts are returned by him/her for execution, certificates and policies as listed below:
  - a. Two (2) copies of Certificate of Insurance for Workers' Compensation Insurance;
  - b. Two (2) copies of Certificate of Insurance for Commercial General Liability Insurance;
  - c. Two (2) copies of Certificate of Insurance for Vehicle Liability Insurance;
  - d. If so requested, Certified Copies of all policies mentioned above will be furnished.
10. Insurance Clause to cover errors and omissions: Professional Liability: \$1,000,000 per occurrence for failure to perform as per contract, financial loss caused by the contracted services, and error or omission in the contracted services, with the Sault Ste. Marie Tribe of Chippewa Indians named as the certificate holder and listed as additional insured.

If any of the above coverages expire during the term of this contract, the Contractor shall deliver renewal certificates and/or policies to the City of Sault Ste. Marie and the Tribe at least ten (10) days prior to the expiration date.

The Contractor shall not cancel or reduce the coverage of any insurance without providing prior written notice to the City of Sault Ste. Marie and the Tribe. The Contractor shall cease operations immediately on the occurrence of any such reduction or cancellation, and shall not resume operations until new insurance, approved by the City of Sault Ste. Marie and Tribe, is in force.

Contractors on Tribal, BIA and City of Sault Ste. Marie projects shall furnish certificates of insurance before work is begun.

# ATTACHMENT E CERTIFICATION REGARDING DEBARMENT

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## Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions

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This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 7 CFR Part 3017, Section 3017.510, Participants' responsibilities. The regulations were published as Part IV of the January 30, 1989, Federal Register (pages 4722-4733). Copies of the regulations may be obtained by contacting the Department of Agriculture agency with which this transaction originated.

### (BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS ON REVERSE)

- (1) The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
- (2) Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

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Organization Name

PR/Award Number or Project Name

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Name(s) and Title(s) of Authorized Representative(s)

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Signature(s)

Date

## Instructions for Certification

1. By signing and submitting this form, the prospective lower tier participant is providing the certification set out on the reverse side in accordance with these instructions.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this form that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this form that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List.
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, Ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

ATTACHMENT F PROJECT LOCATION MAP

