

## INVITATION TO BID

### **Project Name: Fond du Lac Ojibwe School Water Softener Installation Project**

49 University Road, Cloquet MN 55720

The Fond du Lac Education Division is seeking sealed bids to install a water softening system at the Fond du Lac Ojibwe School, 49 University Road, Cloquet, MN. Please see the attached Statement of Work for details.

A site visit is required. Interested parties can visit the site during working hours, 8:00 a.m. to 4:30 p.m. Monday - Friday.

INFORMATION FOR BIDDERS: Electronic bids will be received by Email to the Ojibwe School Grants and Accountability Manager, Blake Ludemann [BlakeLudemann@FDLREZ.COM](mailto:BlakeLudemann@FDLREZ.COM) or can be dropped off at the Ojibwe School, 49 University Road, Cloquet, MN. 55720.

Bids must be clearly labeled Fond du Lac Ojibwe School Water Softener Installation Project.

Bids will be accepted until 4:00 P.M. Tuesday, April 30, 2024.

Bids received after 4:00 P.M. on Tuesday, April 30, 2024, will not be accepted.

Contractors must hold a current license with the State of Minnesota Department of Labor and Industry; have valid worker's comp. and general liability insurance; Verifications of all shall be included with Bid.

Project is to be completed by August 1, 2024.

Davis Bacon Wage rates will apply.

Contractors will be asked to provide payroll reports.

Fond du Lac Construction Bidding Conditions (attached) shall apply. Fond du Lac and Federal Non-Construction Bidding and Contracting Conditions (attached) shall apply.

The Fond du Lac Reservation Business Committee reserves the right to reject any and all bids for any reason.

Questions regarding the scope of work shall be directed to: Blake Ludemann, 49 University Road Cloquet, MN 55720. (218) 878-7259.

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**A. INTRODUCTION**

The Fond du Lac Ojibwe School is a K-12 Tribally Controlled School serving the educational needs of Fond du Lac Band Community. The School is located at 49 University Road, Cloquet, MN. The school provides Native American youth the opportunity for a quality education and the school's vision includes providing a safe and healthy environment disciplined by adherence to Native American cultural values and practices.

**B. PURPOSE & OBJECTIVE**

The successful Contractor shall be responsible for the assessment of the existing infrastructure, associated valves, piping, auxiliary devices, electrical, controls, and general conditions to provide a proposal for the complete domestic water softener solution for Fond Du Lac Ojibwe School.

The successful Contractor will be responsible for providing all equipment, installation, manpower, accessories, and material in accordance with this SOW to provide a complete and satisfactorily operational Water Softener System. The Contractor shall coordinate the features of all materials and equipment, so they form an integrated system, with components and interconnections matched for optimum performance. The Contractor shall include all engineering, material, freight, labor, demolition, project management, commissioning, integration, testing, and training in their proposal.

The final Scope of Work will be a coordination of effort between the school and the successful Contractor, based on the successful Contractor's proposal and final contract negotiations.

The Government intends to select a Contractor based on the best value, Contractor's ability to execute a contract of this size and scope successfully including any warranty work, and based on the following weighted Evaluation Criteria:

- Organization Structure/ Staffing Plan
- Relevant Past Project Experience
- Quality Control Procedures
- Construction Safety Plan
- Evidence of Adequate Financial Accounting System
- Project Management Plan
- Financial Cost and Budget

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**C. SCOPE**

The project will entail a full turn-key replacement of all the existing domestic water softener and filtration system. The current system services both the domestic hot and cold-water lines to soften the incoming hard water and filter the incoming water supply.

General overview of work to be perform but not limited to the following.

1. Full turn-key service for full installation of a domestic water softener and filtration system to include all equipment, all controls, all piping, all fittings, all shutoff valves, all supports and accessories components required.
2. Provide and install skid mounted WWC LF-150x Twin (or similar system) resin tanks and brine tank with salt. Include pipe insulation and electrical requirements.
3. Water softening system shall be designed to handle a continuous flow rate of 82 gpm at a pressure loss not exceeding 7 psi, 120 gpm at a pressure loss not exceeding 15 psi and a peak flow rate of 156 gpm at a pressure loss not exceeding 25 psi. System will have a softening capacity of not less than 300,000 grains of softening per regeneration, with a salt dosage of 13 lbs per cubic foot of resin used.
4. Before Demolition of existing equipment, all new equipment needs to be onsite to ensure a timely transition with the replacement with the new equipment to minimal disruption of domestic water downtime servicing the building.
5. Provide full removal of the existing equipment and offsite disposal of all removed equipment and components.
6. Provide full replacement and full installation of a new upgraded domestic water softener and filtration system. This is to include the water softener unit system, brine salt tank, booster water pump, carbon filtration system, all the inline filtration units, inline water UV light sanitizer unit and all the water piping, fitting connections, support and hangers, accessories and all system controllers.
7. Replace all exiting piping lines and install all new copper piping, valves, fittings, hangers, supports and accessories components for installation.
8. Replace all exiting drain lines and install all new copper piping, valves, fittings, hangers, supports and accessories components.
9. Install all new shutoff ball valves on both side of all equipment to allow to shutoff pipe to remove equipment for maintenance or offline servicing per the provided layout drawings.
10. Install all new pressure gauges on both side of all equipment to allow pressure monitoring of the new domestic water softener and filtration system per the provided layout drawings.
11. Install new bypass lines with shut-off ball valves to allow the service of equipment when it is not operating correctly and to be place offline for servicing per the provided layout drawings.
12. Provide scheduling phasing of replacement equipment and installation of new equipment to minimize downtime of domestic water system to provide to the building.

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The Contractor shall furnish all supervision, materials, equipment, tools, and personnel necessary to manage and accomplish the work. The Contractor shall provide sufficient technical support and project management to assure quality, the accuracy of estimates, accommodate several concurrent "active" projects, and provide flexibility to the staff. Additionally, the Government will rely on the Contractor's expertise in recognizing and addressing problematic issues and successful execution. It is the Government's expectation that work executed against this order shall exhibit superior quality, responsiveness, and customer service.

The Contractor's work responsibility shall include all planning, administration, coordination, and management necessary to provide all work as specified. The work shall be conducted by the Contractor in strict accordance with the contract and all applicable Tribal, Federal, State, and local laws, regulations, codes, or directives as applicable. The Contractor shall ensure that all work provided meets or exceeds critical reliability rates or tolerances specified or included in applicable documents.

The following general work requirements shall also apply:

- Field verifies all existing conditions, utilities, dimensions, and clearances impacted by the work.
- Notify the Facility Manager and POC of any deficiencies or other conditions encountered.
- Coordinate work with applicable codes and school requirements.
- If classes are in session, the Contractor may be required to complete a construction integration phasing plan, or work before or after normal work hours and potentially on weekends. The Contractor will be required to sign in at the work site during normal/school hours.
- The Contractor shall provide all labor and materials required to complete the work.
- All waste materials shall be removed and disposed of in a manner as specified by the POC, local, State, and Federal regulations.

**D. MILESTONES**

The Contractor will provide the POC within ten (10) business days from the Notice to Proceed (NTP) a detailed work schedule outlining how the Contractor will meet the conditions of this contract and identify key milestones.

**E. GOVERNMENT- FURNISHED RESOURCES**

The Contractor can request with approval and coordination of the POC a request for the facility's staff to assist with access to site areas and coordination of as-built development.

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**F. TASK IDENTIFICATION**

Contractor shall be responsible for all aspects of the project to include the full installation, removal, disposal of the existing domestic water softener and filtration system and associated components with the installation of the new replacement domestic water softener and filtration system, and associated components.

Apply and install all items in accordance with the manufacturer's written instructions. Refer conflicts between the manufacturer's instructions and the contract documents to the POC for resolution. Provide submittals and manufacturers installation instructions to the POC with submittals prior to commencing installation of any item. Installation of the item will not be allowed to proceed until the recommendations are received and approved by the POC. Failure to furnish these recommendations is a cause for rejection of the material. All items that require access, such as for operating, cleaning, servicing, maintenance, and calibration, shall be easily and safely accessible by persons standing at floor level, mobile platform, or ladder.

Complete coordination/shop drawings shall be required in accordance with Paragraph 8, PRODUCT DATA, AND SUBMITTALS. Construction work shall not start on any system until the submittals, safety plans, and coordination/shop drawings have been approved by COR. Contractor shall:

**1. Obtain all Materials and Permits:**

The Contractor shall ensure that all materials necessary to perform this statement of work are ordered promptly upon Notice to Proceed (NTP). Work shall be done to limit downtime of systems or equipment, as approved by the POC. To avoid delays, all parts and equipment must be on hand or readily accessible for a given phase prior to the commencement of work. The Contractor shall also ensure that all work permits, licenses, bonds, accident prevention plans, scheduled products used, and safety data sheets are provided (and approved) prior to beginning construction.

**2. Provide a Work Breakdown Schedule (WBS):**

The Contractor shall provide the POC within ten business days of the Notice to Proceed (NTP) a detailed work schedule outlining how the Contractor will meet the conditions of this contract. The work to be performed for this contract will take place during summer 2024 to minimize any conflicts with the day-to-day operations of the school.

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**3. Demolish Existing:**

The Contractor is to verify with the school that asbestos is not present before the start of work. If asbestos is encountered the Contractor shall inform the POC.

The Contractor shall provide all necessary materials, expertise, and labor to perform the removal, and replacement of equipment as detail in mechanical plans. The Contractor shall replace all insulation that is disturbed as part of the SOW. All bulk waste will be disposed of properly in accordance with all applicable laws and regulations.

School personnel and students shall not be disturbed in any way during construction. The Contractor is to confine the work to the immediate area concerned; maintain cleanliness and wet down demolished materials to eliminate dust. Debris accumulated in the area to the detriment of school operation is prohibited. The Contractor is to employ a fire watch and ensure no flammable gases are stored at the school. Adequate fire extinguishing shall be always available. Perform all work in accordance with recognized fire protection standards. Inspection will be made by personnel of the Support Services Division, and Contractor shall follow all directives of the POC regarding rigging, safety, fire safety, and maintenance of operations.

Unless specified otherwise, all piping, wiring, conduits, and other devices associated with the equipment not re-used in the new work shall be completely removed from Government property. This includes all concrete pads, pipe, valves, fittings, insulation, and all hangers including the top connection and any fastenings to building structural systems. All openings shall be sealed, or fire stopped as required after removal of equipment, pipes, ducts, and other penetrations in the roof, walls, and floors, in an approved manner and in accordance with contract documents where specifically covered. The structural integrity of the building system shall be maintained. Reference shall also be made to the contract documents of the other disciplines in the project for additional facilities to be demolished or handled. LOTO (Lockout tag out) practices shall be employed for safety.

The Contractor shall dispose of all other material and equipment, devices, and debris that is demolished as outlined in the contract documents. Such material shall be removed from Government property expeditiously and shall not be allowed to accumulate.

**4. Install Water Softener System According to Scope**

Verify that any fire protection systems will not be impacted by installation and operation of the proposed water softener system.

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**5. Conduct Punch List Walk Through:**

The Contractor shall conduct a pre-punch list prior to conducting a joint punch list walk-through with the POC. The Contractor is to correct all deficiencies to the satisfaction of COR.

**6. Provide Training:**

- a. Provide services of the Manufacturer's Representative for one day to instruct, the Maintenance Representative(s) in the operation and maintenance of Water Softening units.
- b. Schedule training with the school and provide at least 4-day notice to the school of the training date.

**7. Equipment Standards:**

- a. Equipment and installation shall comply with Chapter 10 Mechanical and Section 10050– Plumbing of the BIA School Facilities Design Handbook
- b. No changes/substitutions/modifications to the list of equipment provided in the proposal may be made without approval.
- c. SCHOOL/ POC will only accept proposals for new original equipment from the manufacturer (less than 1 year from the date of manufacture) without blemish or defect. No used or refurbished equipment or parts will be accepted.
- d. Where a specific piece of equipment has been discontinued and/or replaced by a new model, submission of the new model does not guarantee acceptance. If the Contractor is proposing a model other than that specified, the Contractor must provide descriptive literature with the proposal to ensure the product offered follows specifications as detailed in paragraph 9. Data and submittals.

**8. Execution of Work at the Site:**

- a. Upon receipt of the Notice to Proceed (NTP) the Contractor shall survey the existing site conditions and agree with the POC to a phasing plan. Removing & installing the new units shall be done after hours on regular workdays & weekends. In no event shall the work of the Contractor interfere with the operations of the school.
- b. The Contractor shall make sure that all the working personnel shall be well trained & equipped to carry out the job.
- c. The Contractor shall provide all wiring, control wiring and install devices required for the operation of the system.
- d. Provide Ground Fault Circuit Interrupter (GFCI) receptacles for all outlets as required by code.
- e. The Contractor shall have limited access to the compound only to the areas designated for the project. The Contractor shall be responsible for safeguarding all materials and equipment required for the work.

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- f. It shall be the Contractor's responsibility to protect and keep the surrounding work area clean and free from spills & debris.
- g. No work shall begin at the site until all equipment & materials for that part of the work are 100% available at the site and temporary barricades have been installed to isolate the area as agreed with POC.
- h. The Contractor shall make sure that the working space is kept free of safety hazards and is cleaned at the completion of work in each shift. All the equipment body shall be thoroughly cleaned without any damages to the satisfaction of POC or the designated person.
- i. Remove debris and trash from site. Contractor shall coordinate with POC/Facility Manager with providing a staging area for a dumpster location before starting work. Dumpster shall have mesh cover that is retain in place at all times.
- j. Contractor shall provide a dumpster for the removal of debris, material, and waste for the duration of the project and dispose of according to State, Federal, and EPA regulations. Location of the dumpster shall be coordinated with the Facility Manager.
- k. The Contractor shall ensure all workers have passed criminal background checks to be able to work on this project.
- l. The work is to be completed in a safe manner per OSHA rules and regulations. Including the use of proper PPE (personal protective equipment). And provide the school with SDS (Safety Data Sheet) sheets as required.
- m. The Contractor must comply with the school's security procedures, policies, and COVID-19 protocols as enforced by the school.
- n. Any rework due to Contractor fault should be promptly rectified by the Contractor at no additional cost to the school.
- o. The Contractor shall partake in inspection and punch list walk-throughs with school (or appointee of school) and rectify identified deficiencies promptly.
- p. Firestopping through any fire-rated partitions must be performed by the Contractor. The firestopping system used must be UL-compliant.
- q. The Contractor is to ensure that all vibration control protocols are in place including vibration dampening hangers and pads as required.
- r. Seismic forces for equipment shall be incorporated.

**9. Product Data and Submittals:**

- a. Provide manufacturer's certification that products comply with referenced standards.
- b. Submit complete phasing plan/schedule with manpower levels prior to commencing work. The phasing plan shall be detailed enough to provide milestones in the process that can be verified.
- c. Contractor shall make all necessary field measurements and investigations to assure that the equipment and assemblies will meet contract requirements, and all equipment that requires regular maintenance, calibration, etc. are accessible from the floor, mobile platform, or ladder.

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- d. It is the Contractor's responsibility to ensure all submittals meet the BIA School Facilities Design Handbook specifications as provided in the following link <https://www.bia.gov/sites/bia.gov/files/assets/as-ia/raca/pdf/idc008030.pdf>.
- e. The Contractor shall provide submittals to the POC for approval within ten business days from the Notice to Proceed (NTP). If at any time during the project, it is found that any item does not meet the BIA School Facilities Design Handbook specifications and there was no variance approval, the Contractor shall correct such deficiencies at no additional cost or time to the Government even if a submittal was approved.

**10. Drawing Submissions:**

- a) No equipment shall be fabricated or delivered until the receipt of approved shop drawings from the POC or approved representative.
- b) Equipment manufacturer shall provide the following information with each shop drawing/product data submission:
  - 1) Dimensioned arrangement drawings for each piece of equipment including a plan and elevation view of the assembled unit with overall dimensions, lift points, unit shipping split locations and dimensions, installation and operating weights, and installation, operation, and service clearances.
  - 2) All electrical and piping requirements, including sizes, connection locations, and connection method recommendations.
  - 3) Each component of the unit shall be identified, and mechanical specifications shall be provided for the unit and accessories describing construction, components, and options.
  - 4) All performance data, including capacities and pressure drops for components.
- c) The Contractor shall list any exceptions to this specification.

**11. Omissions:**

Omissions from the drawings or specifications or the misdescription of details of work which are manifestly necessary to carry out the intent of the drawings and specifications, or which are customarily performed, shall not relieve the Contractor from performing such omitted or misdescribed details of the work but they shall be performed as if fully and correctly set forth and described in the drawings and specifications.

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**12. Schedule:**

The work may begin immediately upon Fond du Lac Reservation Business Committee contract approval, signatures of the contract and Notice to Proceed (NTP) is given. The Contractor will provide the POC within ten business days of the NTP, a detailed work schedule outlining how the Contractor will meet the conditions of this contract. The work to be performed for this contract will take place summer 2024 to avoid any conflicts with regular school year day-to-day operations. All work shall conform to BIA School Facilities Design Handbook: Coordinate all work activities and anticipated interruptions with the site Facility Manager:

- a) The project shall be completed according to submitted schedule.
- b) The Contractor shall furnish product data and review the submittals for materials that will be used as part of the construction with POC.
- c) The Contractor shall provide all close-out documents, copies of certifications, warranties, etc., as required by the contract.
- d) Submit deliverables to Contracting Officer Representative (POC).

**13. Contract Administration:**

- a) The Contractor shall not perform work that is outside the SOW (included) unless directed in writing by the Contracting Office (CO). Any work done by the Contractor outside the SOW without direction from the Contracting Officer will be at the Contractor's own risk.
- b) The CO shall provide a Notice to Proceed (NTP) to begin the performance of work after the contract has been awarded.
- c) The Facility Manager at the Fond du Lac Ojibwe School shall be designated for the administration of this contract. The Facility Manager shall coordinate the schedule for each phase, approve technical submittals, inspect work, monitor progress, accept completed work, review invoices, review change orders, and issue/receive Government Furnished Items. The Facility Manager has the authority to direct the Contractor to stop the performance of work if unsafe work conditions are observed.
- d) 42 CFR § 137.379- Davis Bacon Act and Wage Rate  
The laws regulating wages and hours of workers employed under this contract are subject to the Davis-Bacon Act.

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**14. Project Deliverables:**

<b>Task</b>	<b>End Result/Deliverable</b>	<b>Schedule/Milestone</b>
<b>Pre-Construction Meeting</b>		
1	Schedule – Gant Chart or Bar Chart	Submitted 10 days after Notice to Proceed (NTP)
2	List of On-Site and Key Personnel	Provide a list of Contractor’s staff and Sub-Contractor listing. Contractor shall update list when changes occur.
3	Project Specific Safety Plan	Prior to mobilization. As required.
4	Schedule of Values	Provide at pre-construction meeting.
<b>Progress Meetings and Correspondence</b>		
5	Daily Progress Reports	Daily to POC and CO.
6	Progress Meeting	As required.
<b>Construction or Services</b>		
7	Update Progress Schedule	As required.
8	Submittals	As required.
9	RFIs	As required.
<b>Completion of Project</b>		
10	Punch List	Substantial Completion
11	Final Punch List	Final Completion
<b>O&amp;M and Training</b>		
12	Operations & Maintenance Manuals	Substantial Completion
13	Training	Schedule after Approval of O&M Manuals
<b>As-Built Drawings &amp; Project Records</b>		
14	Redline Drawings	End of Project
<b>Warranties</b>		
16	Warranties	Substantial Completion
<b>Payments</b>		
17	Progress Payments	As required.
18	Schedule of Values	Attachment to progress payment request.
19	Release of Claims	Attachment with Final Payment

**15. Warranties:**

- a) The Contractor shall be providing a comprehensive warranty that covers a period of one year from substantial completion. This warranty shall cover all parts, labor, shipping, and expenses, such that no additional cost is incurred by the school for warranty work.

**16. Testing:**

Government shall inspect regarding quality assurance and remedies regarding non-conforming work. Upon completion, the school will perform an on-site operational inspection, test and quality check. A pre-final and final inspection will be performed by the

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school to evaluate if the trade and craft workmanship meets all the school requirements and this scope of work and contractors submitted documents. Any discrepancies will be submitted in writing to the Contractor for corrections.

**17. Codes and Standards:**

The Contractor shall provide a multi-disciplined team to furnish the services required to complete the work. Each responsible team member must be knowledgeable of and provide work in compliance with the most current editions of all applicable codes, standards, and guidelines as adopted by BIA.

**Occupational Safety and Health Administration**

- Regulations (Standards – 29 CFR)
- Standard Number 1910

**International Association of Plumbing and Mechanical Officials (IAPMO)**

- Uniform Mechanical Code (UMC)
- Uniform Plumbing Code (UPC)

**National Fire Protection Association (NFPA)**

- NFPA 5000 Building Construction and Safety Code
- NFPA 101 Life Safety Code
- NFPA 70 - National Electrical Code

**United States Access Board**

- Americans with Disabilities Act and Architectural Barriers Act Accessibility Guidelines (ADAABAAG)

**Others**

- EPA - Tribal, State, and Federal Regulations
- Value Engineering DOI OMB Circular A-131
- DOI – Guiding Principles for Sustainable Federal Buildings.
- DOI – BIA School Facilities Design Handbook

The Contractor shall adhere to all federal and State statutes pertaining to environmental clearances which may affect this project. Strict adherence to the National Environmental Protection Act (NEPA) is mandatory. The Contractor shall follow all applicable environmental laws.

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**18. Definitions And Acronyms:**

The following specifications/guidelines shall be utilized work described. Definitions and Acronyms:

- "ADAABAAG" means "Americans with Disabilities Act and Architectural Barriers Act Accessibility Guidelines"
- "A/E" refers to the Architectural and/or Engineering firm.
- "AHJ" refers to the Authority Having Jurisdiction "BIA" refers to the Bureau of Indian Affairs. "BIE" refers to the Bureau of Indian Education. "C.O." refers to the BIA or BIE Contracting Officer.
- "Design Handbook" refers to the current edition of the BIA School Facilities Design Handbook.
- "DOI" refers to the U.S. Dept. of the Interior.
- "DSRM" refers to the "Division of Safety and Risk Management," which is the AHJ and located in Albuquerque, NM

## Bidding Conditions

For Fond du Lac Reservation Business Committee, Fond du Lac Management, Inc.,  
and Fond du Lac Development Corp. contracts

(Last modified: August 22, 2023)

The following bidding conditions apply to Fond du Lac Reservation Business Committee, Fond du Lac Management, Inc., and Fond du Lac Development Corp. (non-construction) contracts:

1. Applicability. These Bidding Conditions apply to all Band projects, except construction projects, whether on- or off-reservation (except as otherwise stated herein). A request for bid or advertisement may contain additional requirements above and beyond these Bidding Conditions, in which case those provisions control. In the event of a conflict between these Bidding Conditions and the request for bid or advertisement for a project, these Bidding Conditions control.
2. Fond du Lac Business License Ordinance. The Bidder acknowledges its responsibility to apply for a business license from the Fond du Lac Band of Lake Superior Chippewa as required under the Fond du Lac Business License Ordinance, FDL Ordinance #5/84 (available at the Band's official website at <http://www.fdlrez.com/government/fdlordinances.htm>). This is required whether a project is conducted on- or off-Reservation (and regardless of any language to the contrary in the Ordinance itself).
3. Fond du Lac Tribal Employment Rights Ordinance. The Bidder shall constitute a "contractor" under the Fond du Lac Tribal Employment Rights Ordinance, FDL Ordinance #12/94 (also available at the Band's official website), and shall abide by its applicable provisions, including its hiring and fee provisions. In accordance with Section 116 of FDL Ordinance #12/14, if the contract cost is \$250,000 or more, the Bidder shall pay a TERO fee of 3% of the contract cost as instructed by the Fond du Lac TERO Director.
4. Contractor's Drug Testing Policy. Bidder shall be responsible for maintaining a drug-free workplace. If the Bidder works or is expected to work on site on more than one day in a one-year period, the Bidder shall be subject to drug testing in accordance with Section XII of the Fond du Lac Band of Lake Superior Chippewa Employee Drug and Alcohol Testing Policy (copy available upon request). If the Bidder is an individual, then the Bidder shall be required to enter into an agreement, at the Bidder's cost, with the Fond du Lac Employee Compliance Department for drug and alcohol testing. If the Bidder is an organization consisting of two or more individuals, then the Bidder shall

implement the following drug and alcohol testing of all personnel and subcontractors utilized in on-site performance of the contract.

- a. Prohibited Substances. Testing shall, at minimum, include the following substances: (1) Alcohol (over .08 percent), (2) Cocaine, (3) Amphetamines, (4) Opiates, (5) Phencyclidine (PCP), and (6) Ecstasy.
  - b. Testing Requirements. (1) Pre-Placement: each employee or subcontractor must be tested before commencing on-site performance under this Contract; (2) Reasonable Suspicion: any on-site employee or subcontractor must be tested if there is reasonable suspicion that the employee or subcontractor is under the influence of alcohol or drugs; and (3) Post Accident: any employee or subcontractor who has caused or contributed to an accident at the worksite involving substantial property damage or any personal injury must be tested within 24 hours of the accident. Testing shall be performed through a licensed testing laboratory. Commercial vehicle drivers shall be tested in accordance with applicable DOT regulations.
  - c. Recordkeeping Requirements. Bidder shall maintain records of its compliance with this section for a period of at least two years following completion of the project.
5. Fond du Lac Reservation Statement of Enrollment and Residency for State Income Tax Purposes. Eligible Band members are exempt from state income tax for on-reservation work. The Bidder shall cooperate with the exercise of state income tax immunity for eligible Band members and shall submit the form required for this exemption. This form shall be provided to the Bidder.
  6. Excise Taxation on Materials. The Fond du Lac Band of Lake Superior Chippewa is exempt from Minnesota excise tax on the purchase of materials to be used in the performance of this Project. For on-reservation projects, the Contractor shall be responsible for completing and providing to the seller a certificate of exemption, Minnesota Revenue Form ST3 (as may be amended). For off-reservation projects, the Contractor shall be responsible for establishing and maintaining an appropriate purchasing program to preserve the tax exemption.

## Contracting Conditions

For Fond du Lac Reservation Business Committee, Fond du Lac Management, Inc.,  
and Fond du Lac Development Corp. contracts  
(Last modified: August 22, 2023)

The following conditions apply to Fond du Lac Reservation Business Committee, Fond du Lac Management, Inc., and Fond du Lac Development Corp. (non-construction) contracts:

1. Fond du Lac Business License Ordinance. The Contractor acknowledges its responsibility to apply for a business license from the Fond du Lac Band of Lake Superior Chippewa as required under the Fond du Lac Business License Ordinance, FDL Ordinance #5/84 (available at the Band's official website at <http://www.fdlrez.com/government/fdlordinances.htm>). This is required whether a project is conducted on- or off-Reservation.
2. Fond du Lac Tribal Employment Rights Ordinance. The Contractor shall constitute a "contractor" under the Fond du Lac Tribal Employment Rights Ordinance, FDL Ordinance #12/94 (also available at the Band's official website), and shall abide by its applicable provisions, including its hiring and fee provisions. In accordance with Section 116 of FDL Ordinance #12/14, if the contract cost is \$250,000 or more, the Bidder shall pay a TERO fee of 3% of the contract cost as instructed by the Fond du Lac TERO Director.
3. Contractor's Drug Testing Policy. Contractor shall be responsible for maintaining a drug-free workplace. If the Contractor works or is expected to work on site on more than one day in a one-year period, the Contractor shall be subject to drug testing in accordance with Section XII of the Fond du Lac Band of Lake Superior Chippewa Employee Drug and Alcohol Testing Policy (copy available upon request). If the Contractor is an individual, then the Contractor shall be required to enter into an agreement, at the Contractor's cost, with the Fond du Lac Employee Compliance Department for drug and alcohol testing. If the Contractor is an organization consisting of two or more individuals, then the Contractor shall implement the following drug and alcohol testing of all personnel and subcontractors utilized in on-site performance of this Contract.
  - a. Prohibited Substances. Testing shall, at minimum, include the following substances: (1) Alcohol (over .08 percent), (2) Cocaine, (3) Amphetamines, (4) Opiates, (5) Phencyclidine (PCP), and (6) Ecstasy.
  - b. Testing Requirements. (1) Pre-Placement: each employee or subcontractor must be tested before commencing on-site performance

under this Contract; (2) Reasonable Suspicion: any on-site employee or subcontractor must be tested if there is reasonable suspicion that the employee or subcontractor is under the influence of alcohol or drugs; and (3) Post Accident: any employee or subcontractor who has caused or contributed to an accident at the worksite involving substantial property damage or any personal injury must be tested within 24 hours of the accident. Testing shall be performed through a licensed testing laboratory. Commercial vehicle drivers shall be tested in accordance with applicable DOT regulations.

- c. Recordkeeping Requirements. Contractor shall maintain records of its compliance with this section for a period of at least two years following completion of the project.
4. Fond du Lac Reservation Statement of Enrollment and Residency for State Income Tax Purposes. Eligible Band members are exempt from state income tax for on-reservation work. The Contractor shall cooperate with the exercise of state income tax immunity for eligible Band members and shall submit the form required for this exemption. This form shall be provided to the Contractor.
5. Excise Taxation on Materials. The Fond du Lac Band of Lake Superior Chippewa is exempt from Minnesota excise tax on the purchase of materials to be used in the performance of this Project. For on-reservation projects, the Contractor shall be responsible for completing and providing to the seller a certificate of exemption, Minnesota Revenue Form ST3 (as may be amended). For off-reservation projects, the Contractor shall be responsible for establishing and maintaining an appropriate purchasing program to preserve the tax exemption.

## **Federal Bidding Addendum**

For Fond du Lac Reservation Business Committee contracts  
subject to federal conditions  
(Last modified: May 30, 2019)

The following additional bidding conditions apply to Fond du Lac Reservation Business Committee (non-construction) contracts subject to federal funding conditions:

1. Applicability. These additional Bidding Conditions apply to all Band projects, except construction projects subject to federal funding conditions, whether on- or off-reservation (except as otherwise stated herein). A request for bid or advertisement may contain additional requirements above and beyond these Bidding Conditions, in which case those provisions control. In the event of a conflict between these Bidding Conditions and the request for bid or advertisement for a project, these Bidding Conditions control.
2. Contract Work Hours and Safety Standards Act. Any Bidder whose bid is in excess of \$2,500 for contracts that involve the employment of mechanics or laborers, hereby acknowledges its responsibility to abide by the requirements of Section 103 and 107 of the Contract Work and Safety Standards Act (40 U.S.C. §§ 327-330) as supplemented by Department of Labor regulations (29 CFR Part 5).
3. Access to Records and Records Retention Period. The Federal awarding agency, Inspectors General, the Comptroller General of the United States, and the Band, or any of their authorized representatives, must have the right of access to any documents, papers, or other records of the Contract which are pertinent to the Federal award, in order to make audits, examinations, excerpts and transcriptions. The right also includes timely and reasonable access to the Bidder's personnel for the purpose of interview and discussion related to the documents. Financial records, supporting documents, statistical records, and all other Bidder records pertinent to a Federal award must be retained for a period of three years from the date of submission of the final expenditure report by the Band to the Federal awarding agency.
4. Clean Air Act and the Federal Water Pollution Control Act. Any Bidder whose bid is in excess of \$150,000 hereby agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act (42 U.S.C. §§ 7401-7671q) and the Federal Water Pollution Control Act (33 U.S.C. §§ 1251-1387).

5. Contractor's Warranty of Good Standing. Bidder hereby warrants that it is in compliance with and in good standing relative to the applicable federal contracting requirements and is not on the federal debarment list.
6. Right to Inventions Made Under a Contract or Agreement. If the source of funds meets the definition of "funding agreement" under 37 CFR § 401.2(a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401 and any implementing regulations issued by the awarding agency.
7. Anti-Lobbying. Any Bidder whose bid is \$100,000 or more must file the certification required by the Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352).

**Federal Contracting Conditions Addendum**  
For Fond du Lac Reservation Business Committee contracts  
subject to federal conditions  
(Last modified: May 30, 2019)

The following additional conditions apply to Fond du Lac Reservation Business Committee (non-construction) contracts subject to federal funding conditions:

1. Contract Work Hours and Safety Standards Act. If the contract amount is in excess of \$2,500 for contracts that involve the employment of mechanics or laborers, Contractor hereby acknowledges its responsibility to abide by the requirements of Section 103 and 107 of the Contract Work and Safety Standards Act (40 U.S.C. §§ 327-330) as supplemented by Department of Labor regulations (29 CFR Part 5).
2. Access to Records and Records Retention Period. The Federal awarding agency, Inspectors General, the Comptroller General of the United States, and the Band, or any of their authorized representatives, must have the right of access to any documents, papers, or other records of the Contract which are pertinent to the Federal award, in order to make audits, examinations, excerpts and transcriptions. The right also includes timely and reasonable access to the Contractor's personnel for the purpose of interview and discussion related to the documents. Financial records, supporting documents, statistical records, and all other Contractor records pertinent to a Federal award must be retained for a period of three years from the date of submission of the final expenditure report by the Band to the Federal awarding agency.
3. Clean Air Act and the the Federal Water Pollution Control Act. If the contract amount is in excess of \$150,000, Contractor hereby agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act (42 U.S.C. §§ 7401-7671q) and the Federal Water Pollution Control Act (33 U.S.C. §§ 1251-1387).
4. Contractor's Warranty of Good Standing. Contractor hereby warrants that it is in compliance with and in good standing relative to the applicable federal contracting requirements and is not on the federal debarment list.
5. Right to Inventions Made Under a Contract or Agreement. If the source of funds meets the definition of "funding agreement" under 37 CFR § 401.2(a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work

under that “funding agreement,” the recipient or subrecipient must comply with the requirements of 37 CFR Part 401 and any implementing regulations issued by the awarding agency.

6. Anti-Lobbying. If the contract cost exceeds \$100,000, Contractor must file the certification required by the Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352).

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

Project: \_\_\_\_\_

TERO Compliance Plan for \_\_\_\_\_ (“Contractor”).

## 1. CONTRACTOR

Contractor agrees that it and any sub-contractor it uses will comply with Fond du Lac Ordinance #12/94, as amended, *Tribal Employment Rights* (“TERO”) in hiring any employees for the Contract Project. This Compliance Plan must be accepted by the TERO Office, in writing, before work on the Contract begins.

## 2. INDIAN PREFERENCE

Contractor shall give preference to Indian persons who apply for employment or are employed by the contractor in hiring, training opportunities, and promotions when such Indian applicants or employees are similarly qualified for the position for which such hiring, training, or promotion is undertaken. The following procedures shall be observed:

- a. Posting of Positions. All positions other than core crew positions shall be posted by the contractor with the TERO at least one week prior to the commencement of performance of the contract or as soon as such positions become open. Postings shall include the following:
  - i. Position title;
  - ii. Qualifications;
  - iii. Dates and place of employment; and
  - iv. Rate of pay and fringe benefits.
- b. Referral of Applicants by TERO. The TERO shall, within 72 hours of the posting of a position by a contractor, either refer a qualified Indian person or persons to the contractor for such position or notify the contractor that the TERO officer is unaware of any qualified Indian available for such position at that time.
- c. Contractor Notification of TERO. Following referral by the TERO, the contractor shall notify the TERO of the applicant's status through the “Fond du Lac Employment Referral Form.” The TERO and the contractor shall attempt to resolve any dispute as to the qualifications or suitability of the applicant for the position at this stage. If they are unable to come to a mutually acceptable resolution, the TERO may initiate enforcement action pursuant to Section 110 of the *Tribal Employment Rights* ordinance.

- d. Reductions in the Work Force. If the contractor undertakes a reduction in workforce, a non-Indian employee shall be laid off first when that employee is similarly employed and similarly qualified as an Indian employee.
- e. Reporting Requirements of Contractors. All contractors shall be responsible for filing the following information with the TERO in a timely manner:
  - i. Monthly Utilization Report;
  - ii. Verification of Employment;
  - iii. Rehire list(s);
  - iv. Weekly Foreman's Personnel Count; and
  - v. Layoff notices, which shall include the reasons therefore.

3. TERO FEES

Contractor shall pay a one-time project fee of three percent (3%) of the total amount of the contract. Such fee shall be paid prior to commencing work under this contract.

This agreement is entered into on \_\_\_\_\_ between the Fond du Lac Employment Rights Office (TERO) and \_\_\_\_\_ (Contractor).

THIS CERTIFIES THAT I FULLY UNDERSTAND Fond du Lac Ordinance #12/94, as amended, *Tribal Employment Rights* ("TERO"), and will comply with conditions therein.

**CONTRACTOR**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Print name and title

**FOND DU LAC TERO**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Print name and title

FEE AGREEMENT

This agreement shall be for one year or until the project is completed.

Contract Amount \_\_\_\_\_ TERO Fee\* \_\_\_\_\_  
*subject to final project cost*

Project \_\_\_\_\_

Contractor Supervisor \_\_\_\_\_ Phone No. \_\_\_\_\_

Address \_\_\_\_\_

Email \_\_\_\_\_

Contact Begins \_\_\_\_\_ Ends \_\_\_\_\_

Authorized Company Official: \_\_\_\_\_

Signature

Name \_\_\_\_\_

Title \_\_\_\_\_

Date \_\_\_\_\_

TERO Officer \_\_\_\_\_

Date \_\_\_\_\_

\_\_\_\_\_  
\* Billing option (must be approved by TERO Officer):

\_\_\_ full payment upon commencement of project

\_\_\_ full payment upon completion of project

\_\_\_ installment plan (FDL accounting will work with project manager to determine specifics)

\_\_\_ Fond du Lac to withhold TERO fee from contract payments

