

Lac Vieux Desert Band Of Lake Superior Chippewa Tribal Government

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Executive Officers:

James Williams Jr., Tribal Chairman
Samuel Klingman, Tribal Vice-Chairman
Patrick Garrison, Tribal Treasurer
Roxann McGeshick, Tribal Secretary



Council Members:

Patrick Hazen II
Jeffery McGeshick
Tyrone McGeshick
Henry Smith
Keith Williams

Request for Proposals “Contract Archaeologist”

Date Posted: August 11, 2025

Proposal Due Date: September 30, 2025

1. Introduction

The Lac Vieux Desert Band of Lake Superior Chippewa Indians is a federally recognized Tribe in the Upper Peninsula of Michigan, located in eastern Gogebic County. Tribal lands encompass nearly 1,000 acres of trust and fee simple lands.

The purpose of this Request for Proposals (RFP) is to solicit bid proposals from qualified individuals and/or firms to serve as an on call, as needed, Contract Archaeologist, hereinafter, “Contract Archaeologist” or “Contractor” and to conduct Phase I Archaeological, Cultural Resources, and Traditional Cultural Properties Investigations and Surveys of lands within the Lac Vieux Desert Reservation and fee simple land parcels owned by the Tribe. Work will include field survey, archival research, analysis of sites and artifacts, and to assist the Tribal Historic Preservation Office (THPO) with preservation and protection of Cultural, Archaeological, Traditional Cultural Properties, and sacred sites of the Lac Vieux Desert Band of Lake Superior Chippewa Indians, when requested by the THPO. The qualified applicant must be able to lift 50 pounds and maneuver through heavily wooded areas and uneven lands.

All surveys on Tribal land are conducted in accordance with Section 106 of the National Historic Preservation Act as amended and applicable provisions of 37 CFR 800 (Protection of Historic Properties). Knowledge of GPS/GIS data collection, analysis, and management is required. The Lac Vieux Desert Chapter 66 Code, “Protection and Management of Archeological, Historical, and Cultural Properties and Cultural Resources,” sets forth Tribal law to protect said resources, upheld by the Lac Vieux Desert Tribal Court, and is “applicable to all individuals, activities, and properties within the exterior boundaries of the Reservation.”

The successful bidder will enter an Archaeological Consulting Services Contract with the Tribe for the provision of services set forth within this RFP. The Archaeological Consulting Services Contract shall be a 100% performance contract, requiring the consulting services to be performed to the satisfaction of the Tribe and in compliance with the specifications, scope of services and conditions set forth in this RFP and the Archaeological Consulting Services Contract entered by and between both parties. The Consultant

will be expected and required to adhere to every term of this RFP and the Archaeological Consulting Services Contract and perform the required functions with expertise, knowledge, and capability with minimal monitoring by the Tribe.

This RFP does not commit the Tribe to accept any proposals submitted. The Tribe reserves the right to accept or reject any and all proposals, and to accept or reject any or all items in a proposal. The lowest bidder may not be the successful bidder. The Tribe reserves the right to select the bidder whose proposal and qualifications are most advantageous to the Tribe. The Tribe also reserves the right to negotiate with any and all bidders any and all parts of the proposals received, including but not limited to, cost, scope of work, and other relevant details and to accept the proposal that is most advantageous to, and in the best interest of, the Tribe. The Tribe is not responsible for any costs incurred by the respondents in the preparation of responses to this RFP and are intended to refer to a person or entity submitting, or intending to submit, a proposal in response to this RFP.

2. RFP Administrative Procedures

RFP Contact/Contract Administrator:

The individual named below is the Tribe's Contract Administrator who will be responsible for the administration of the Archaeological Consulting Services Contract entered into by and between the successful bidder (Consultant) and the Tribe. The Tribe's Contract Administrator shall be the sole point of contact regarding this RFP from the date of issuance until selection of the successful bidder (Consultant). To ensure clear and accurate communication and avoidance of the appearance of impropriety, from the date of issuance of the RFP, until the announcement of the successful bidder (Consultant), bidders may contact only the RFP Contact. The RFP Contact will respond only to questions submitted via email or other written form. If a bidder or someone acting on the bidder's behalf attempt to discuss this RFP verbally or in writing with any employee of the Tribe other than the RFP Contact designated below, the bidder may be disqualified as a prospective Consultant.

RFP Contact: Alina J. Shively, Tribal Historic Preservation Officer/THPO Director, P.O. Box 249, Watersmeet, MI 49969. Email: alina.shively@LVD-NSN.GOV .

RFP Timetable :

The dates set forth are subject to change, at the sole discretion of the Tribe:

EVENT	DATE
RFP Issued:	August 11, 2025
Written Inquiry Deadline:	September 15, 2025, 3:30 pm
Proposals/Bids Due:	September 30, 3:30 pm
Notice of Award Issued:	October 17, 2025
Begin Contract Performance:	Spring 2026
Field Work Completion:	Ongoing
Analysis and Report Completion:	30 days after survey completion.

Duty to Examine and Inquiries Regarding RFP:

It is the responsibility of each bidder to examine the entire RFP, seeking clarity in writing and examining their Proposal for accuracy before submitting the Proposal. Lack of care in preparing a Proposal shall not

be grounds for modifying or withdrawing the Proposal after the due date and time, nor shall it give rise to contract claims.

All inquiries concerning the RFP, including any questions related to the terms and conditions of this RFP, shall be made in writing and submitted to the RFP Contact at the mailing address or email address noted above. Verbal inquiries will not be accepted.

Content of RFP and Superceding Effect:

This RFP is designed to provide prospective bidders with information necessary for the preparation of competitive proposals. Each bidder is responsible for determining all factors necessary for the submission of a comprehensive and compliant proposal. Proposals submitted in response to this RFP should be based solely on the material contained in the RFP, including any and all addenda. This RFP supersedes all previous RFP's and all proposals, oral and written, and all negotiations, conversations, communications, and discussions heretofore and between all parties, relation to the subject matter of this RFP.

Amendment of RFP:

The Tribe reserves the right to amend or modify this RFP at any time. In the event it becomes necessary to amend, add to, or delete any part of this RFP, and amendment will be provided to all known vendors/prospective bidders who received the original RFP and will be posted on the Tribe's website. All submitted proposals/bids must include acknowledgment of the addenda.

Submission of Proposal:

Every proposal submitted must include an original, three (3) copies, and one electronic copy on a flash drive. Proposals and copies must be submitted to the Lac Vieux Desert Tribal Treasurer, to-wit: Patrick Garrison, Tribal Treasurer, P.O. Box 249, Watersmeet, MI 49969. The Tribal Treasurer must receive the proposals not later than 3:30 pm (Central time), on September 30, 2025. Any proposal received after this deadline will not be accepted. **Proposals may be submitted by mail or hand-delivered in an envelope.** The envelope must be sealed and include the following notation on the bottom left-hand corner, "REQUEST FOR PROPOSAL FOR CONTRACT ARCHAEOLOGICAL SERVICES." Please also include company/individual name on the outside of the envelope. Bidders mailing proposals must allow ample mail delivery time to ensure timely receipt of their proposal. It is the bidder's responsibility to ensure that the proposal is received prior to the deadline. Postmarking by the due date will not substitute for actual receipt of the proposal by the Tribe. **Proposals sent via email or fax will not be accepted.**

Rejection of Proposals:

Notwithstanding any other provision of this RFP, at any time prior to the execution of the written Archaeological Consulting Services Contract, the Tribe reserves the right to reject any or all proposals, in whole or in part, to advertise for new proposals, to abandon the need for such services, and to cancel this RFP if it is in the best interest of the Tribe.

Costs of Preparing Proposals:

The costs of preparing the proposal are the sole responsibility of the bidder. The Tribe is not responsible for any costs incurred by the bidder which are related to the preparation or delivery of the proposal or any other activities carried out by the bidder related to this RFP.

Proposals Property of the Tribe:

All proposals become the property of the Tribe and shall not be returned to the bidder submitting the proposal. The bidder agrees that the Tribe may copy the proposal for purposes of facilitating the evaluation of the proposal or for any other reason.

Opening of Proposals:

The proposals will be opened during a CLOSED BID OPENING on October 3, at 2:00 pm. Central time, or as soon thereafter as possible.

Validity of Proposals:

All proposals shall be valid for a period of sixty (60) business days following the date on which proposals are due.

Bidder's Presentation:

By submitting a bid, the bidder certifies that the bidder is authorized to conduct business in the State of Michigan. By submitting the bid, the bidder certifies that the bidder is experienced and qualified to perform the services required by the RFP and is properly staffed, organized, and financed to perform such services, and to commence such services immediately. By submitting a bid, the bidder certifies that bidder's bid and proposal were made and submitted without collusion or fraud and that bidder has not offered or received any kickbacks or inducements from any other bidder, supplier, and manufacturer or subcontractor in connection with its bid, and that bidder has not conferred on any Tribal employee having official responsibility for this procurement transaction any payment, loan, subscription, advance, deposit of money, services or anything of more than nominal value, present or promised, unless consideration of substantially equal or greater value was exchanged.

Native American Preference Requirements:

The work performed under this proposal is subject to the Tribe's General Procurement and Property Management Policies and Procedures, and Section 7(b) of the Indian Self Determination and Education Assistance Act (25 U.S.C. 450e (b)). Section 7(b) of the Indian Self-Determination and Education Assistance Act requires that to the greatest extent feasible: (1) preference and opportunities for training and employment shall be given to Native Americans, and (2) preference in the award of contracts and subcontracts shall be given to Native American organizations or Native American-owned economic enterprises as defined in Section 3 of the Indian Financing Act of 1974 (25 U.S.C. 1452). If claiming Native American Preference in contracting under this proposal, please indicate whether the firm can provide documentation that will qualify the firm as an "Economic Enterprise," (Native American ownership constituting not less than 51 percent of the enterprise), or a "Tribal Organization," (the recognized governing body of any Native American Tribe).

Proposal Evaluation and Sources of Information:

Proposals that are timely submitted and comply with the mandatory requirements of this RFP (the Tribe reserves the right to waive any minor informalities or irregularities, in its sole discretion) will be evaluated by the RFP committee. Evaluation factors are listed below, not necessarily in order of importance.

- 1) Qualifications/Experience/Reputation of Vendor.
- 2) Bid Price.

- 3) Demonstrated Understanding of and Ability to Address the Needs of the Tribe.
- 4) Completeness and Clarity of Proposal.
- 5) Native American Preference.
- 6) Method of Approach.
- 7) Such other criteria as may be deemed appropriate in evaluating proposals, even if such criteria are not specifically addressed in this RFP.
- 8) The Tribe reserves the right to request an oral interview with, and additional information from, any bidder prior to final selection and award of a contract, and the bidder shall furnish to the Tribe all such information and data as may be required. The Tribes also reserves the right to obtain, from any and all sources, information concerning a bidder or a bidder's services or personnel, to make such reasonable investigations as the Tribe deems proper and necessary to determine the ability of the bidder to perform the services contemplated by this RFP, and the right to consider information from other sources such as the bidder's performance of other contracts. The Tribe may use any of this information to evaluate a bidder's proposal.

Award and Notification:

Any contract resulting from this RFP will not necessarily be awarded to the vendor submitting the lowest price/bid. The Tribe will award the contract to the responsible vendor submitting the bid/proposal that the Tribe deems most advantageous to the Tribe. NOTE: Any contract resulting from this RFP will not be in force and affect for any purpose unless and until it is approved by the Lac Vieux Desert Tribal Council, Chairman, and Department Director.

Notice of award to successful bidder will be sent via U.S. mail or email. Notice may also be provided via telephone. All bidders that submitted a proposal will be notified in writing by the Tribe's decision not to select.

The Tribe reserves the right to either award a contract without further negotiations with the successful bidder/Consultant or to negotiate contract terms with the selected bidder if in the best interest of the Tribe. The successful bidder/Consultant may be required to attend a post-award meeting with the Tribe to discuss the terms and conditions of the contract by and between the parties. Negotiation and execution of contract with the successful bidder/Consultant shall be completed not more than twenty (20) days from date of award notification.

Disputes:

In case of any doubt or differences of opinions as to the contents of this RFP, or interpretation of any provision of this RFP, the decision of the Tribe shall be final and binding upon all parties.

3. Standards and Qualifications

The Principal Investigator (bidder or employee of the bidder) must meet the Secretary of Interior qualifications for archaeologist, have at least three (3) years of experience in field and analysis work in Michigan, Wisconsin, or Minnesota, have demonstrated experience in completing a project from award to final report, and have experience working with Michigan Tribes. The Principal Investigator must serve as the Field Supervisor and must have at least three (3) years of experience in field and analysis work in Michigan, Wisconsin, or Minnesota. The Principal Investigator must have at least one (1) year of

experience as a crew supervisor and must participate in all respective field survey and laboratory analysis.

Methodology for work performed and services provided pursuant to this RFP must comport with the standards set forth by the Tribal Historic Preservation Officer.

Work performed and services provided pursuant to this RFP shall comply with applicable provisions of Section 106 of the National Historic Preservation Act as amended, 37 CFR 800 (Protection of Historic Properties), and the Lac Vieux Desert Chapter 66 Code.

4. Content and Format of Proposal

Purpose:

These instructions prescribe the required format and content of the proposal and are designed to elicit information necessary to select the most qualified bidder, and to facilitate the submission of a proposal that is easy to understand and evaluate.

Format:

Proposals shall be prepared on 8.5" x 11" paper, single sided. Every proposal submitted must include an original, three (3) copies, and one electronic copy on flash drive.

Required Information:

All bidders or their authorized representative shall prepare and sign a cover letter. Submission of the letter shall constitute a representation by the bidder that it is willing and able to perform the services described in the Request for Proposal (RFP) and their proposal response.

Provide full name, address, telephone number(s), and email address of bidder and bidder's primary contact, and, if bidder is a business organization, identify what type of business organization and verify that bidder is authorized to conduct business in the State of Michigan.

Please describe the bidder's experience in conducting Phase I Archaeological/Cultural Resources Surveys in accordance with Section 106 of the National Historic Preservation Act as amended and 37 CFR 800 (Protection of Historic Properties) and describe two (2) Phase I Archaeological/Cultural Resources Survey projects that the bidder has completed in compliance with said provisions.

Provide a list of three (3) current references for three (2) individual projects of similarity, scope, and complexity which were completed in the past five (5) years. Provide a contact name, phone number, and email address for the main point of contact for each project.

Identify the primary personnel that will be assigned to the Tribe's contract; include names and qualifications and duties to be performed by the identified individuals, if applicable.

Please submit resumes or a brief CV for the Principal Investigator, field supervisor, and laboratory supervisor (if separate people).

Describe your or your firm's connections to Indian Country, including ownership, key agents, and current clients.

Describe what makes you or your firm uniquely qualified to provide the requested services to the Tribe.

If any of the following has occurred with respect to the bidder, please describe in detail the circumstances for each occurrence:

- Failure to enter a contract after having been selected as the successful bidder.
- Withdrawal of a proposal on any project as the result of an error.
- Termination of or failure to complete a contract.
- Involvement in litigation, arbitration, or mediation on any contract.
- Knowing concealment of any deficiency in the performance of a contract.
- Submission of a fraudulent or incorrect invoice relating to a contract.
- Violation of applicable rules, laws, or regulations relating to any contract or project.
- Debarment from bidding or performing public works projects.

The submission of additional pertinent information beyond the requirements of this RFP is acceptable.

Bid:

The Bid/Proposal includes all labor, materials, equipment, costs, overhead, profits, services, travel, and incidentals necessary for the successful performance of the services described in the Scope of Services. Travel costs will be calculated at the GSA standard rate of that respective fiscal year.

Submit a bid as a cost per hour or cost per acre. The bid will be a not-to-exceed cost.

Provide an itemized budget with justification for cost per acre, utilizing the following line items:

- Personnel Costs
 - Preparation.
 - Field Survey.
 - Analysis of Results.
 - Report Writing.
 - Communication with the Tribal Historic Preservation Officer.
- Travel
 - Lodging
 - Mileage
 - Per Diem
- Supplies
- Overhead/Indirect Cost

Please indicate preferred payment terms, and state whether a down payment is required, and, if so, in what amount. **NOTE:** Down payment shall not exceed \$4,500.

5. Scope of Services

The Contract Archaeologist (awarded bidder) must perform the full range of services related to conducting Phase I Archaeological/Cultural Resources Surveys including, but not limited to, field survey, shovel testing, laboratory analysis of sites and artifacts found and report of the field and laboratory results, on all Tribal lands, including fee simple lands, that have not yet received Phase I Archaeological/Cultural Resources Survey. The lands designated for Phase I Archaeological/Cultural Resources Surveys will be determined by the Tribal Historic Preservation Officer.

During the field and laboratory investigation, the contact person will be the Tribal Historic Preservation Officer.

Sites found during the Surveys will be reported to the Tribal Historic Preservation Officer for the LVD Tribal Register of Historic Places. Forms will be provided. No sites will be reported to the Michigan State Historic Preservation Office (MI SHPO) without consent of the Tribe.

Analysis of artifacts found during the Surveys will be coordinated as necessary. Collection of artifacts will only occur when necessary.

All reports, documents, maps, data, and materials developed by the Contract Archaeologist shall be the property of the Lac Vieux Desert Band of Lake Superior Chippewa Indians, as shall all artifacts found by the Contract Archaeologist. All reports, notes, photos, forms, and artifacts will be stored and curated at the Tribal Historic Preservation Office. No artifacts will leave the Reservation without consent of the Tribe. All copies of notes, reports, forms, and photos, hard copy and electronic (digital), will be given to the Tribal Historic Preservation Officer at the end of the contract period or conclusion of the Surveys, whichever occurs first.

Since the Survey areas are Tribal lands, draft and final reports will be reviewed and approved by the Tribal Historic Preservation Officer. There will be no MI SHPO review unless requested by the Tribal Historic Preservation Officer.

An Archaeological Resources Protection Act (ARPA) permit must be obtained from the Regional Bureau of Indian Affairs Office prior to the commencement of Surveys. The permit application will be provided at the time of the contract award. No state or county "Public Lands Permits" are required.

All field and laboratory personnel, as well as the Contract Archaeologist, must sign a Non-Disclosure Agreement prior to beginning Survey work, and adhere to all provisions of the Agreement. Copies of the Agreement will be provided at the time of the contract award.

6. Requirements

Insurance:

By signing and submitting a bid/proposal under this RFP, the bidder certifies that if awarded a contract, it will have insurance coverage as specified below at the time the contract is awarded:

- Comprehensive General Liability Coverage: Minimum of \$1,000,000 per occurrence, including property damage and personal injury. The Tribe will not be liable for any Comprehensive General Liability Coverage insurance or claims.

- Automobile Liability: Automobile Liability covering all owned, hired, or non-owned vehicles; the Michigan minimum insurance coverage per occurrence for bodily injury and property damage are required.
- Excess/Umbrella Liability Coverage: \$1,000,000
- Worker's Compensation: Statutory limits and benefits. If any owner, partner, executive, officer, member, or employee is excluded from Worker's Compensation coverage or if the Worker's Compensation policy is for certificate purposes only, it must be stated on the certificate.

The bidder further certifies that it and any subcontractors will maintain this insurance coverage during the entire term of the contract, including renewal terms, and that all insurance coverage will be provided by reputable insurance companies. Prior to the commencement of work, the successful bidder will provide proofs of insurance for General Liability/Property Insurance, Workers Compensation, Vehicle Liability and an Umbrella Policy naming the Tribe as an Additional Insured, where applicable.

The successful bidder/Contract Archaeologist will furnish to the Tribal Treasurer certificates of insurance prior to commencement of the Contract term and, upon request, at any time during contract performance.

The Contract Archaeologist will give the Tribe 10-days written notice prior to modifying any insurance obtained and/or maintained as required by the contract and this provision. The Tribe may object to the modification within 10 days of receiving the notice.

Indemnification:

The successful bidder/Contract Archaeologist shall indemnify, defend and hold harmless the Tribe and all its officers, officials, employees, agents, and volunteers, from and against any and all claims, demands, expenses, losses, liabilities, causes of action, and the like, which are or may be asserted in any action by anyone based upon any alleged personal injury, death, property damage, or any loss that may occur, or may be alleged to have occurred, as a result of, relating to, arising out of, or in any way associated with, any act or omission of the Contract Archaeologist, or any failure of the same to comply with any obligations set forth in this RFP and/or a Contract between the parties. The Contract Archaeologist shall, at its own cost and expense, pay all costs incurred by the Tribe in connection therewith. If any judgement shall be rendered against the Tribe in any such action, the Contract Archaeologist shall satisfy and discharge the same without cost or expense to the Tribe. However, indemnity shall not apply to loss or damage which was caused by the sole negligence or willful misconduct of the Tribe. The Contract Archaeologist's indemnification responsibility under this section shall include the sum of damages, costs, and expenses which are in excess of the sum of damages, costs, and expenses which are paid out in behalf of or reimbursed to the Tribe and its officers, officials, employees, agents, and volunteers by the insurance coverage obtained and/or maintained by the Contract Archaeologist.

Independent Contractor Status:

The Contractor shall be an independent contractor and neither the Contractor nor any individual employed by the Contractor and assigned to perform work pursuant to this RFP shall be an employee, agent, joint venturer, or partner of the Tribe for any purpose whatsoever, including, but not limited to, the application of the Federal Insurance Contribution Act, the Social Security Act, the Federal Employment Tax Act, the provisions of the Internal Revenue Code and the State Revenue and Taxation

Code relating to income tax withholding at the source of income, workers' compensation insurance, unemployment compensation insurance, employment-related benefits, and third-party liability claims.

Compliance with Laws:

The successful bidder/Contractor will agree to abide by and comply with all applicable laws, rules, ordinances, regulations and administrative ruling of the Lac Vieux Desert Band of Lake Superior Chippewa Indians, the United States, and the State of Michigan, where applicable.

Confidentiality Agreement:

The Contractor and each of its owners, officers, employees, assignees, subcontractors, and agents shall agree, and shall execute a Non-disclosure Agreement memorializing said agreement, to maintain as confidential, and not to disclose to any third party without prior consent of the Tribe, any information of a proprietary nature which the Contract Archaeologist learns as part of the necessary process of performing its services and obligations under this RFP and an Archaeological Consulting Services Contract between the Consultant and the Tribe, other than information (a) which was already public knowledge at the time it was learned by the Consultant, or which subsequently came into public domain through no fault of the Consultant; or (b) which is necessary and appropriate to disclose in order to enable the Contractor to comply with its obligations under the Archaeological Consulting Services Contract. The Contractor shall expressly agree and warrant that, during the term of the Contract, and following expiration of the Contract or termination of the Contract for any reason or for no reason, Contractor and all Consultant owners, officers, employees, assignees, subcontractors, and agents will continue to hold confidential all proprietary and confidential information with respect to the Tribe and its members, archaeological interests and matters, and disclose to any other person, firm, agent, business or organization any Confidential Information, including, but not limited to, any information concerning the Tribe's archaeological interests and matters, including research; business operations; government employees; protocols and policies; financial data; and business and operational data plans and strategies of the Tribe acquired by the Consultant or any representative thereof during the term of the Archeological Consulting Services Contract. Furthermore, any information relating to the Tribe and/or its archaeological interests which was collected, recorded, analyzed or otherwise obtained or used by the Consultant during the term of the Archaeological Consulting Services Contract shall be construed as exclusively the proprietary property of the Tribe and subject to the provisions herein unless exempted by the express written consent of the Tribe.

Marketing Prohibition:

The successful bidder/Contractor shall not use the name of, or refer to, the Lac Vieux Desert Band of Lake Superior Chippewa Indians or the Northern Waters Casino Resort in any marketing activity, nor will the success bidder/Contract use said names or references thereto in any endorsements of its firm, product, or services, without the consent of the Tribe.

Assignment of Contract and Subcontracting:

No contract between a successful bidder/Contractor and the Tribe may be assigned by either party without the prior written consent of the other party, which consent may be given, withheld, or conditioned in the sole discretion of the party whose consent is sought. Further, the successful bidder/Contractor shall not subcontract any of the work, duties, or obligations under the Contract between the Contractor and the Tribe, without the prior written consent of the Tribe, which consent may be given, withheld, or conditioned in the sole and absolute discretion of the Tribe. Any assignment,

subcontract or delegation in derogation of this provision shall be deemed void. If the Contractor desires to subcontract some part of the work specified herein, the Contractor shall furnish to the Tribe the names, qualifications, and experience of its proposed subcontractors. The Contract shall, however, remain fully liable and responsible for the work to be done by its subcontractors and shall assure compliance with all requirements of the Contract.

Debarment and Suspension:

No contract shall be made to parties listed on the General Services List of Parties Excluded from Federal Procurement or Non-procurement Programs in accordance with E.O.'s 12549 and 12689, "Debarment and Suspension." A list of excluded parties can be found at www.sam.gov. 2 CFR 180. OMB Guidelines to Agencies on Government-wide Debarment and Suspension (Non-procurement), governs debarment and suspension of federal grantees and sub-grantees from receiving federal grant awards. Debarment and suspension can occur if federal grantees use federal funds wastefully or fraudulently. To ensure federal funds do not flow to excluded parties, federal agencies, and grantees are required to check for excluded parties prior to opening bids or awarding.

Government Law and Venue:

The successful bidder/Contractor shall consent and agree that any and all questions arising in connection with this RFP and/or any contract arising therefrom shall be governed first by the laws and ordinances of the Lac Vieux Desert Band of Lake Superior Chippewa Indians and second by the State of Michigan, if applicable. The successful bidder/Contract shall further consent and agree to the jurisdiction of the Lac Vieux Desert Band of Lake Superior Chippewa Indians' Tribal Court and that the venue for any legal proceeding relating to this RFP and/or any contract by and between the successful bidder/Contractor and the Tribe shall be the Lac Vieux Desert Band of Lake Superior Chippewa Indians' Tribal Court.

Sovereign Immunity:

The Lac Vieux Desert Band of Lake Superior Chippewa Indians does not waive its Sovereign Immunity.