



**Oneida Nation
Addendum #2
9/11/23
Invitation for Bid**

**Construct and Equip Three Telecommunications Tower
Sites**

This addendum and other relevant information can be found at the following website: <https://oneida-nsn.gov/business/dts/broadband-home/>, under the “Tower Procurement Information” tab. Geotechnical surveys for the three tower are now available on the above website and should be downloaded by bidders. It is the bidder’s responsibility to check this website regularly for further addenda and information.

1. Bids are due by 3 PM Central Daylight Time, Monday, October 2, 2023. No late bids will be accepted, so please make sure to mail or deliver your bids early.
2. Please note that Adam Haas is no longer the single point of contact (SPOC). All questions procedural or technical must be submitted in written form to the new SPOC, Nathaniel J. Villarreal at NVILLARR@oneidanation.org
3. Any clarifications to the specifications should be submitted in writing to the SPOC at NVILLARR@oneidanation.org no later than: Monday, September 18, 2023.
4. The Public Safety Tower on County Roads E/Ee should be constructed to 100 ft. It was originally specified at 180 ft. but subsequently approved by the FAA at 100 ft.
5. In addition to the tower loading information in the bid document for the 150 ft. monopole tower, the tower should also accommodate an

antenna platform (see Attachment 1 to this document for updated loading for all three towers).

- 6. The complete Oneida Indian Preference Law and Compliance Agreement are provided below as Attachment 2 to this document**
- 7. The current Indian Preference Vendors list is provided below as Attachment 3. For the most up-to-date Indian Preference Vendors list, contact the Indian Preference Coordinator.**
- 8. The new Indian Preference Coordinator contact is:
Stephanie Metoxen – Indian Preference Coordinator
E-Mail: smetoxen@oneidanation.org
Phone: 920-869-4540**
- 9. The current complete Permit Fee Schedule is provided below as Attachment 4.**

Any questions regarding this addendum should be sent via email to the SPOC at NVILLARR@oneidanation.org on or before Monday, September 18, 2023

Thank you

THE ONEIDA NATION

ATTACHMENT 1-Tower Loading

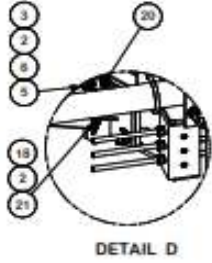
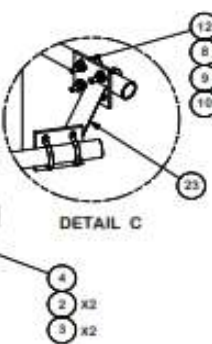
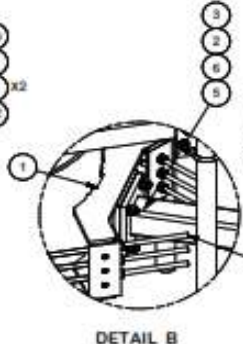
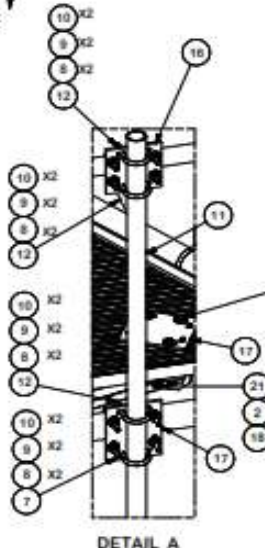
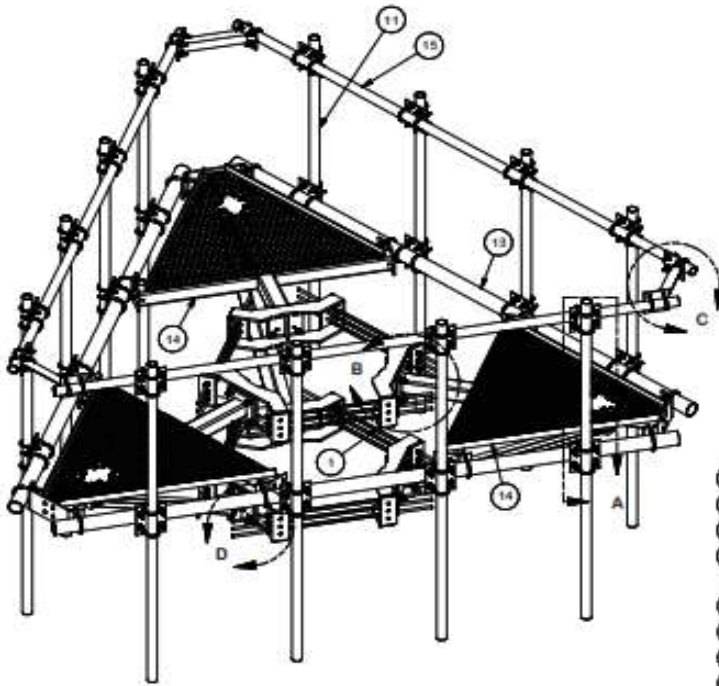
180' Northwest Tower						
Height	Quantity	Description	Installation Date	Azimuth	Mount	Transmission Line
195' (tip)	1	Top Mounted lightning rod & downlead (No 2)	2023	N/A	Top mount	No 2 AWG
191' (tip)	3	DS7C09P36UD Antenna and 434B TTA	2023	20/120/260	Commscope S-600 (3x), or equal	7/8" AVA5-50 Heliac
160'	3	Erickson Air4435	2023	20/120/260	(3x) 2-3/8" pipe mount	(3x) No 2 Gnd, (12x) Armored Fiber
150'	1	Cellular platform w/ (9x) 6-foot panels (typ)	future	20/120/260		(9x) 1-5/8" Heliac
135'	1	6-foot UHX Microwave Antenna	2023	88.2	4-1/2" Pipe Mount	EW-90 Waveguide
100'	1	6-foot UHX Microwave Antenna	future	88.2	4-1/2" Pipe Mount	EW-63 Waveguide
100'	1	6-foot UHX Microwave Antenna	future	178.5	4-1/2" Pipe Mount	EW-63 Waveguide
75'	1	6-foot UHX Microwave Antenna	2023	178.5	4-1/2" Pipe Mount	EW-90 Waveguide

100' Public Safety Tower						
Height	Quantity	Description	Installation Date	Azimuth	Mount	Transmission Line
113' (tip)	1	Top Mounted lightning rod & downlead (No 2)	2023	N/A	Top mount	No 2 AWG
111' (tip)	3	DS7C09P36UD Antenna and 434B TTA	2023	20/120/260	Commscope S-600 (3x), or equal	7/8" AVA5-50 Heliac
90'	3	Erickson Air4435	2023	20/120/260	(3x) 2-3/8" pipe mount	(3x) No 2 Gnd, (12x) Armored Fiber
75'	1	Cellular platform w/ (9x) 6-foot panels (typ)	future	20/120/260		(9x) 1-5/8" Heliac
65'	1	8-foot UHX Microwave Antenna	future	178.5	4-1/2" Pipe Mount	EW-63 Waveguide
65'	1	6-foot UHX Microwave Antenna	2023	358.5	4-1/2" Pipe Mount	EW-90 Waveguide
60'	1	8-foot UHX Microwave Antenna	2023	48.8	4-1/2" Pipe Mount	EW-90 Waveguide

150-foot monopole						
Height	Quantity	Description	Installation Date	Azimuth	Mount	Transmission Line
165' (tip)	1	Top Mounted lightning rod & downlead (No 2)	2023	N/A	Top mount	No 2 AWG
161' (tip)	12	DS7C09P36UD Antenna and 434B TTA	(3x) 2023 / (9x) future	270	Valmont RMQP-496-HK	7/8" AVA5-50 Heliac
150'	1	Tower top test receive preamplifier	2023	N/A	Top mount	1/2" LDF4-50 Heliac
120'	1	8-foot UHX Microwave Antenna	future	220	4-1/2" Pipe Mount	EW-63 Waveguide
110'	1	6-foot UHX Microwave Antenna	2023	268.2	4-1/2" Pipe Mount	EW-90 Waveguide
100'	1	6-foot UHX Microwave Antenna	2023	228.8	4-1/2" Pipe Mount	EW-90 Waveguide

Mounts to be provided with tower

Mounts are future



PARTS LIST						
ITEM	QTY	PART NO.	PART DESCRIPTION	LENGTH	UNIT WT.	NET WT.
1	6	X-LWMM	RING MOUNT WELDMENT		66.81	412.85
2	66	G58LW	5/8" HDG LOCKWASHER		0.03	1.72
3	66	A58NUT	5/8" HDG A325 HEX NUT		0.13	7.79
4	18	G58R-24	5/8" x 24" THREADED ROD (HDG.)		2.09	37.63
4	18	G58R-48	5/8" x 48" THREADED ROD (HDG.)		4.18	75.27
5	24	A58234	5/8" x 2-3/4" HDG A325 HEX BOLT	2 3/4 in	0.36	8.94
6	24	A58FW	5/8" HDG A325 FLATWASHER		0.03	0.82
7	36	X-UB1356	1/2" X 3-5/8" X 6" X 3" U-BOLT (HDG.)		0.83	29.82
8	264	G12FW	1/2" HDG USS FLATWASHER	3/32 in	0.03	8.00
9	252	G12LW	1/2" HDG LOCKWASHER	1/8 in	0.01	3.50
10	252	G12NUT	1/2" HDG HEAVY 2H HEX NUT		0.07	18.05
11	12	P296	2-3/8" X 96" SCH. 40 GALVANIZED PIPE	96 in	30.76	369.08
12	84	X-UB1212	1/2" X 2-1/2" X 4-1/2" X 2" U-BOLT (HDG.)		0.63	52.51
13	3	F3150	3-1/2" X 150" (3" SCH 40) GALVANIZED PIPE	150 in	94.80	284.40
14	3	X-SV196	LOW PROFILE PLATFORM CORNER		212.10	636.31
15	3	F2150	2-3/8" O.D. X 150" SCH 40 GALVANIZED PIPE	150 in	48.77	137.31
16	12	9CX2	CROSSOVER PLATE	7 in	4.80	57.56
17	15	9CX4	CROSSOVER PLATE	8 1/2 in	6.02	96.32
18	6	G58NUT	5/8" HDG HEAVY 2H HEX NUT		0.13	0.78
19	6	X-253993	PLATFORM REINFORCEMENT KIT ANGLE	52 25/32 in	14.33	85.99
20	6	X-TBW	T-BRACKET WELDMENT		13.60	81.60
21	6	G5802	5/8" x 2" HDG HEX BOLT GR5		0.27	1.62
22	12	G12065	1/2" x 6-1/2" HDG HEX BOLT GR5 FULL THREAD	6 1/2 in	0.41	4.91
23	3	X-AHCP	ANGLE HANDRAIL CORNER PLATE		12.92	38.76
					TOTAL WT. #	2443.81

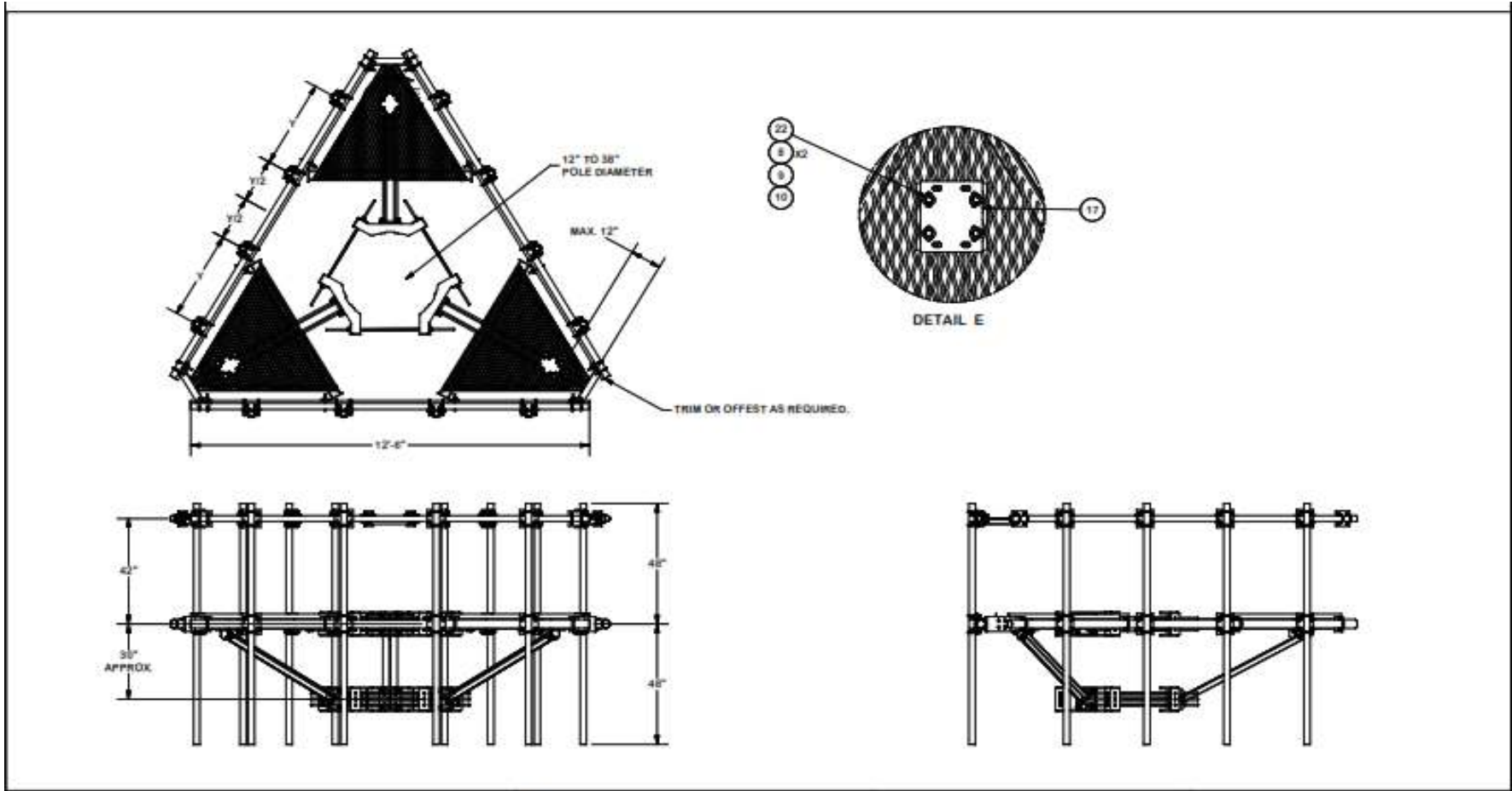
REV	DESCRIPTION OF REVISIONS	CPD	BY	DATE
B	RELOCATED MOUNT PIPE POSITIONS	4488	JET	5/23/2021
A	CHANGED X-253992 TO X-TBW	4488	CEK	9/20/2018
REVISION HISTORY				

TOLERANCE NOTES
 TOLERANCES ON DIMENSIONS, UNLESS OTHERWISE NOTED ARE:
 SAWED, SHEARED AND GAS CUT EDGES (# 0.030")
 DRILLED AND GAS CUT HOLES (# 0.005") - NO CORING OF HOLES
 LASER CUT EDGES AND HOLES (# 0.010") - NO CORING OF HOLES
 BENDS ARE ± 1/2 DEGREE
 ALL OTHER MACHINING (# 0.005")
 ALL OTHER ASSEMBLY (# 0.005")

DESCRIPTION 12' 6" LOW PROFILE PLATFORM WITH TWELVE 2-3/8" ANTENNA MOUNTING PIPES, AND SUPPORT RAIL		
CPD NO. 4488	DRAWN BY CEK 7/14/2014	ENG. APPROVAL
CLASS 81	SUB 02	CHECKED BY BMC 7/14/2014

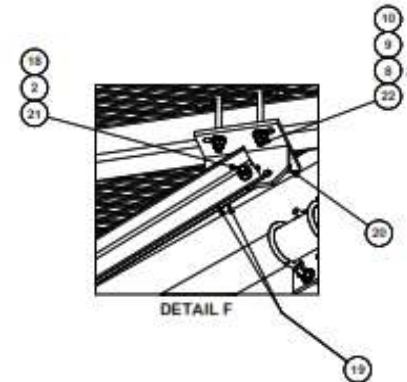
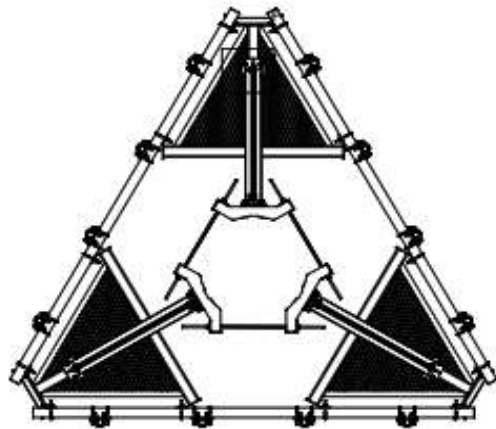
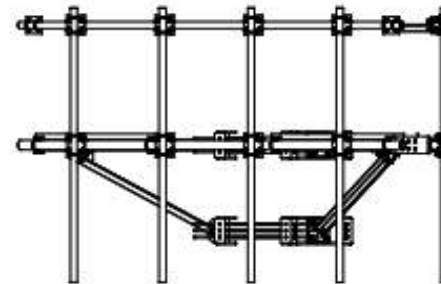
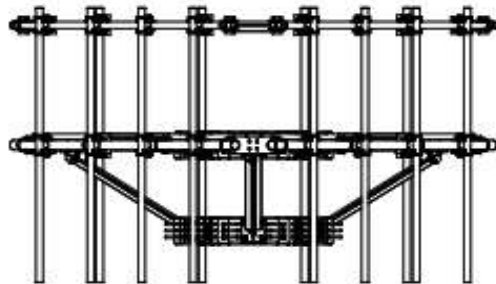
	Engineering Support Team 1-888-753-7468	Locations: New York, NY Atlanta, GA Los Angeles, CA Plymouth, MA Dallas, OR Dallas, TX
	PART NO. RMQP-496-HK DWG. NO. RMQP-496-HK	

Attachment 1- Antenna Platform for Skenandoah Monopole



				TOLERANCE NOTES		DESCRIPTION					Locations: New York, NY Atlanta, GA Los Angeles, CA Plymouth, IN Dallas, OR Dallas, TX							
				TOLERANCES ON DIMENSIONS, UNLESS OTHERWISE NOTED ARE: SAWED, SHARPED AND GAS CUT EDGES (± 0.007) DRILLED AND GAS CUT HOLES (± 0.007) - NO CONING OF HOLES LASER CUT EDGES AND HOLES (± 0.010) - NO CONING OF HOLES BENDS ARE $\pm 1/2$ DEGREE ALL OTHER MACHINING (± 0.005) ALL OTHER ASSEMBLY (± 0.005)		12'-6" LOW PROFILE PLATFORM WITH TWELVE 2-3/8" ANTENNA MOUNTING PIPES, AND SUPPORT RAIL			Engineering Support Team 1-888-753-7660		CPD NO. 4488		DRWN BY CEK 7/14/2014		ENG. APPROVAL 		PART NO. RMQP-496-HK	
				IMPORTANT NOTE: THE BUYER'S TITLE OR COMMENTS APPEARING ON THIS DRAWING ARE FOR INFORMATION ONLY AND DO NOT CONSTITUTE AN ENDORSEMENT OR WARRANTY BY THE DRAWING OR MANUFACTURER. THE BUYER'S TITLE OR COMMENTS ARE THE PROPERTY OF THE BUYER AND WILL BE REMOVED AT THE BUYER'S REQUEST.		CLASS B1			SUB 02			DRAWING USAGE CUSTOMER			CHECKED BY BMC 7/14/2014		DWG. NO. RMQP-496-HK	
REVISION HISTORY																		
REV	DESCRIPTION OF REVISIONS	CPD	BY	DATE														
B	RELOCATED MOUNT PIPE POSITIONS	4488	JET	5/23/2021														
A	CHANGED X-253392 TO X-TBW	4488	CEK	5/23/2018														

Attachment 1- Antenna Platform for Skenandoah Monopole



REVISION HISTORY				TOLERANCE NOTES				DESCRIPTION				PARTS				
B.	RELOCATED MOUNT PIPE POSITIONS	4488	JET	9/23/2021	TOLERANCE NOTES TOLERANCES ON DIMENSIONS, UNLESS OTHERWISE NOTED ARE: SAWN, SHEARS AND GAS CUT EDGES (± 0.007") DRILLED AND GAS CUT HOLES (± 0.007") - NO CONING OF HOLES LASER CUT EDGES AND HOLES (± 0.010") - NO CONING OF HOLES BEVELS ARE ± 1/2 DEGREE ALL OTHER MACHINING (± 0.0007") ALL OTHER ASSEMBLY (± 0.000")				12' 6" LOW PROFILE PLATFORM WITH TWELVE 2-3/8" ANTENNA MOUNTING PIPES, AND SUPPORT RAIL				 Locations: New York, NY Atlanta, GA Los Angeles, CA Plymouth, IN Dallas, TX			
A.	CHANGED X-253892 TO X-TDW	4488	CER	9/23/2018					CPD NO. 4488 DRAWN BY CEK 7/14/2014 ENGR. APPROVAL				PART NO. RMQP-496-HK			
REV	DESCRIPTION OF REVISIONS	CPD	BY	DATE					CLASS 81 SUB 02 DRAWING STATUS CUSTOMER CHECKED BY BMC 7/14/2014				DWG. NO. RMQP-496-HK			

Attachment 1- Antenna Platform for Skenandoah Monopole

ATTACHMENT 2-Indian Preference Law

Document 00 73 35 – INDIAN PREFERENCE LAW

1. GENERAL

1.1. REQUIREMENTS

- A. The Contractor is contractually obligated to abide by the Oneida Code of Laws, Title 5. Business - Chapter 502 - Indian Preference in Contracting (aka: Oneida Indian Preference Law).
- B. Per Article 502.7 of the law, the Contractor shall execute a Compliance Agreement with the Indian Preference Office.
- C. The Oneida Indian Preference Law and Compliance Agreement documents are included in the Project Manual following this Document.

END OF 00 73 35 – INDIAN PREFERENCE LAW

ONEIDA INDIAN PREFERENCE LAW and COMPLIANCE AGREEMENT DOCUMENTS
FOLLOW

Title 5. Business - Chapter 502
Yukwat^nhas Ukwehu=w# Kayanl^hsla
Laws concerning the hiring of the Oneida People
INDIAN PREFERENCE IN CONTRACTING

502.1. Purpose and Policy
502.2. Adoption, Amendment, Conflicts
502.3. Definitions
502.4. Jurisdiction
502.5. Certification of Entities

502.6. Application of Indian Preference to Contracts
502.7. Compliance Agreements
502.8. Skills Bank and Qualified Trades Workers
502.9. Investigations and Enforcement

502.1. Purpose and Policy

502.1-1. *Purpose.* The purpose of this law is to establish an Indian Preference Office and increase economic benefits for the Nation and members of the Nation by providing for the maximum utilization of Indian workers and businesses on projects of the Nation which occur on or near the Reservation.

502.1-2. *Policy.* It is the policy of the Nation to ensure that Indian preference provisions are applied fairly in all situations and in such a way that reflects the intent of this law; and to undertake reasonable efforts to ensure that all entities that enter into contracts with or on behalf of the Nation utilize the labor force of Indian workers and businesses by applying Indian preference in all aspects of fulfilling that contract, including but not limited to: hiring, training, business opportunities, labor and/or professional services, and the supply of materials.

502.2. Adoption, Amendment, Conflicts

502.2-1. This law is adopted by the Oneida Business Committee by Resolution BC-03-27-13-B and amended by resolution BC-04-08-20-I.

502.2-2. This law may be amended or repealed by the Oneida Business Committee and/or General Tribal Council pursuant to the procedures set out in the Legislative Procedures Act.

502.2-3. Should a provision of this law or the application thereof to any person or circumstances be held as invalid, such invalidity shall not affect other provisions of this law which are considered to have legal force without the invalid portions.

502.2-4. In the event of a conflict between a provision of this law and a provision of another law, the provisions of this law shall control. However, this law specifically supersedes the following:

- (a) BC-04-03-96-A - Indian Preference Policy Rider I;
- (b) BC-05-22-96-A - Technical Amendments to Rider I Policy;
- (c) BC-06-10-98-D - Amendment to Resolution 5-22-96-A;
- (d) BC-07-29-98-B - Indian Preference Law;
- (e) BC-03-27-02-A - Sections 9-14 of the Indian Preference Law; and
- (f) BC-03-26-03-A - Amendment to Indian Preference Law Addendum.

502.2-5. This law is adopted under authority of the Constitution of the Oneida Nation.

502.3. Definitions

502.3-1. This section shall govern the definitions of words and phrases used within this law. All words not defined herein shall be used in their ordinary and everyday sense.

- (a) “Agent” means one who acts relative to a fiduciary relationship to another; a person authorized to negotiate and/or transact business on behalf of an entity.

- (b) “Bid” means an offer to execute a specified job or jobs within a prescribed time and not exceeding a proposed amount, and includes both offers that become legally binding upon acceptance, and nonbinding or informal quotes.
- (c) “Bid shopping” means the practice of divulging a contractor’s or subcontractor’s bid to other prospective bidders before the award of a contract, in order to secure a lower bid.
- (d) “Broker” means an intermediary; an independent contractor employed to negotiate business between a buyer and seller for compensation.
- (e) “Business day” means Monday through Friday from 8:00 a.m. to 4:30 p.m., excluding holidays recognized by the Nation.
- (f) “Certification” means verification by the Indian Preference Office that an entity meets all the requirements necessary to qualify for Indian preference in accordance with this law.
- (g) “Certified entity” means an entity that has received certification as an Indian-owned business from the Indian Preference Office.
- (h) “Compliance agreement” means a binding agreement, negotiated between the Indian Preference Office and a contractor identifying specific Indian preference-related requirements for a project.
- (i) “Construction contract” means any contract issued to build, repair, or remodel structures, and includes subcontracts and other construction agreements.
- (j) “Contractor” means one who enters into a contract.
- (k) “Core work crew” means the minimum amount of the contractor’s key employees, who perform a critical function such that an employer would risk likely financial damage or loss if that task were assigned to a person unfamiliar with and/or untrained in the employer’s procedures and routines, that are essential to start up and continue work on a project.
- (l) “Employee” means any person that performs services and/or labor for an employer in exchange for compensation.
- (m) “Employer” means any entity, except the Nation, that controls and directs an employee under an express or implied contract of employment and is obligated to pay salary or wages in compensation.
- (n) “Enterprise” means any internal operation owned and operated by the Nation that generates revenues through its core business functions, including but not limited to, Oneida Gaming, Oneida Retail, and Oneida Printing.
- (o) “Entity” means any person, sole proprietor, partnership, corporation, franchise, governmental body, or any other natural or artificial person or organization. The term is intended to be as broad and encompassing as possible to ensure this law covers all employment and contract activities within the jurisdiction of the Nation.
- (p) “Entities of the Nation” means all programs, departments, boards, committees, commissions and similar business units of the Nation, but shall not mean Tribal corporations.
- (q) “Front” means a business entity that is strategically structured, financed, operated or staffed such as to unfairly take advantage of Indian preference as granted under this law.
- (r) “Indian” means an enrolled member of any federally-recognized Indian tribe.
- (s) “Indian-owned business” means an entity which is majority owned and managed by an Indian.
- (t) “Indian preference” means preference for Indians, regardless of tribal affiliation, in all aspects of employment and contracting.

- (u) “Internal service” means any service provided for free or at cost for the Nation and includes but is not limited to such services as certain types of advocacy or representation, mail delivery and pick up, grant writing or assistance, tourism initiatives, Human Resource assistance and technical support.
- (v) “Joint venture” means a one-time grouping of two (2) or more entities in a business undertaking.
- (w) “Lowest responsible bidder” means a bidder who, after any Indian preference discounts are applied, submits the lowest bid and is considered to be fully responsible and qualified to perform the work for which the bid is submitted.
- (x) “Nation” means the Oneida Nation.
- (y) “Non-construction contract” means any contract other than a construction contract, and includes subcontracts and other agreements.
- (z) “Project” means any effort whereby the Nation or an entity of the Nation contracts for labor and/or goods or services that will support or benefit any aspect of the Nation’s government, holdings, infrastructure, workplace, economy or community.
- (aa) “Qualified trades worker” means a skilled worker qualified to perform services for the trade in which the person is trained, and includes general laborers.
- (bb) “Reservation” means all the lands within the exterior boundaries of the Reservation of the Oneida Nation, as created pursuant to the 1838 Treaty with the Oneida, 7 Stat. 566, and any lands added thereto pursuant to federal law.
- (cc) “Subcontractor” means a trade contractor, who is awarded a contract for the supply of services pursuant to a construction agreement, or a junior or secondary contractor who performs some or all of the prime contractor’s contractual obligations.
- (dd) “Trial Court” means the Trial Court of the Oneida Nation Judiciary, which is the judicial system that was established by Oneida General Tribal Council resolution GTC-01-07-13-B, and then later authorized to administer the judicial authorities and responsibilities of the Nation by Oneida General Tribal Council resolution GTC-03-19-17-A.
- (ee) “Tribal corporation” means a corporation chartered and/or wholly owned by the Nation pursuant to the Constitution and Bylaws of the Oneida Nation.

502.4. Jurisdiction

502.4-1. The Indian Preference Office shall implement, monitor, and enforce this law and other applicable laws and policies relating to Indian preference.

502.4-2. The Trial Court shall have jurisdiction over all matters related to the interpretation and enforcement of this law.

502.4-3. The Indian Preference Office and Trial Court shall have jurisdiction over all parties to any contract, subcontract, or compliance agreement to which this law applies, as well as jurisdiction over all subcontractors, employees, or other entities working with, for, or on behalf of such a party in fulfilling such contract, subcontract or compliance agreement.

502.5. Certification of Entities

502.5-1. *Criteria for Certification as an Indian-Owned Business.* In order to seek certification as an Indian-owned business the following criteria shall be met by the applicant entity:

- (a) There is Indian financial ownership, control and management of at least fifty-one percent (51%) of the entity. Evidence of both financial ownership and control shall be embodied in the entity’s organizational documents, including, but not limited to the documents of incorporation, stock ownership, or a partnership agreement.

(1) *Indian Financial Ownership.* Indian financial ownership is established where the Nation, members of the Nation and/or other Indians own fifty-one percent (51%) or more of the assets and equipment, receive fifty-one percent (51%) or more of distributed net profits, and would receive fifty-one percent (51%) or more of the entity's assets upon dissolution.

(2) *Indian Control.* Indian control is established where the Nation, member of the Nation and/or other Indian owner(s) maintain a minimum of fifty-one percent (51%) of voting rights or other controlling decisional authority.

(3) *Indian Management.* Indian Management is established where an Indian owner(s) is directly involved in the entity's management, this can be shown where:

(A) at least one (1) Indian owner is directly involved in the daily operations of the entity on a full-time basis and in a senior-level position; or

(B) at least one (1) Indian owner is responsible for the oversight of operations, even though the daily operations are conducted by non-owner employees.

(b) The entity can demonstrate financial responsibility, including but not limited to, evidence of an adequate line of credit, contributions of sufficient working capital, applicable required bonding and insurance, materials and/or equipment necessary to perform applicable work.

(c) The entity can provide past and current licensing or certifications, including any penalties, or other punitive actions or debarments taken by any licensing body within the past ten (10) years.

502.5-2. *Application.* The applicant entity shall submit a completed and signed application to the Indian Preference Office, along with any documentation proving the entity meets the criteria for certification of an Indian-owned business.

(a) Upon receiving an application, the Indian Preference Office may interview the applicant and/or request additional information as may be necessary to make a determination regarding certification.

502.5-3. *Certification Determination.* Within thirty (30) days of receiving the application and any additional requested information, the Indian Preference Office shall inform the applicant of a determination to:

(a) grant the certification;

(b) deny the certification, including a full written explanation of the reason for the denial; or

(c) grant probationary certification for a period of up to one (1) year, if so determined by the Indian Preference Office for reasonable and just cause.

(1) During the probationary period, the applicant shall satisfy any conditions imposed by the Indian Preference Office.

(2) The Indian Preference Office shall monitor the activities of the applicant, and may request and receive such information as necessary to ensure compliance with this law.

(3) The Indian Preference Office shall either grant or deny full certification at the end of the probationary period, or upon petition by the applicant, whichever occurs first.

502.5-4. Once an applicant entity has been granted certification, the Indian Preference Office shall mail a certificate to the entity. Granting an entity certification does not convey any

comment regarding the ability of the entity to perform any work nor does it guarantee that an entity has met all the qualifications to obtain work under any particular contract where Indian preference may be applied.

502.5-5. *Notification Requirements.* A certified entity shall report the following to the Indian Preference Office within ten (10) business days of such an occurrence:

- (a) changes in the ownership or control status of the entity;
- (b) suspension, revocation, lapse or loss of any licensing, certification, insurance, bonding, or credit lines; and/or
- (c) any other changes that could:
 - (1) affect an entity's eligibility for certification;
 - (2) affect the financial liability of any entity, contracting party or the Nation; and/or
 - (3) alter the status of the qualifications of the entity.

502.5-6. *Certification Renewal.* Certification is granted on an annual basis and shall lapse after one (1) year unless renewed.

- (a) To apply for a renewal certification, each certified entity shall complete and return a renewal application and annual reporting form so that the Indian Preference Office may update its records.
- (b) Annual renewal notices, applications and reporting forms shall be mailed to each certified entity at least thirty (30) days prior to the expiration of an entity's certification; however, the responsibility for renewal is upon the entity.
- (c) *Exemption for Tribal Corporations.* Tribal corporations shall be exempt from the requirement to renew certification on an annual basis. Certification for a Tribal corporation is granted until such a time that the Indian Preference Office is made aware that there have been changes that may affect the certification status of a Tribal corporation in accordance with the notification requirements of section 502.5-5.

(1) When a Tribal corporation complies with the notification requirements of section 502.5-5 the Tribal corporation shall also apply for renewal of its certification.;

- (A) The Indian Preference Office shall provide the Tribal corporation with a renewal application and annual reporting form.
- (B) The Tribal corporation shall return the renewal application and annual reporting form to the Indian Preference Office ten (10) days.

502.5-7. *Open Records.* In accordance with the Nation's laws and policies governing open records, general, non-proprietary and non-private information provided for the purposes of acquiring certification shall be considered open records and available for public inspection. Provided that, all information given for purposes of receiving certification, including financial information, is subject to internal audit of the Nation.

502.5-8. *Joint Ventures.* All joint ventures seeking certification as an Indian-owned business shall submit documentation of the business arrangements of the joint venture in addition to the required documentation for certification.

- (a) Certification for a joint venture shall be issued on a project specific basis.

502.5-9. *Brokers, Agents and Franchises.*

- (a) *Brokers.* Brokers shall be certified as an Indian-owned business only if they are dealers who own, operate or maintain a store, warehouse or other establishment in which the commodities being supplied are bought, kept in stock and sold to the public in the usual course of business; provided that this requirement shall not apply where the

applicant demonstrates that it is not customary and usual in the area of the trade in question for a broker to maintain an establishment and to keep commodities in stock.

(1) To qualify as an Indian-owned business, the broker shall provide conclusive evidence that the broker is an independent contractor and not an agent of a non-Indian owned business.

(2) The broker shall also provide proof that he owes no fiduciary responsibility nor has a fixed or permanent relationship to any one company. A broker shall hold himself or herself out for employment to the public generally and that the employment is not that of being a special agent for a single client.

(b) *Agents.* Agents who are employees of a non-Indian-owned business or who merely represent a company, such as an insurance agent or real estate agent for a non-Indian-owned business, shall not be certified as an Indian-owned business.

(c) *Franchises.* A franchise may be certified as an Indian-owned business if the franchisee does not pay the franchisor a share or percentage of revenue or profits, but only compensates the franchisor through licensing, royalty and franchise fees as set out by contract, and/or for services provided, such as training and advising.

502.5-10. *Fronts are Prohibited.* Entities shall be disqualified from certification as an Indian-owned business in all situations where the entity operates as a front in order to unfairly take advantage of Indian preference granted under this law to Indian-owned businesses.

(a) The Indian Preference Office shall not certify entities that operate solely as fronts.

(b) No entity shall manipulate its business structure or misrepresent the roles of Indian individuals or entities in such a way as to become eligible for Indian preference in a manner inconsistent with the purpose and intent of this law.

(c) Examples of fronts include but are not limited to:

(1) Entities that represent that they are exercising management control of a project in order to qualify for Indian preference when in fact such management control is exercised by a non-Indian entity;

(2) Entities where Indians have senior management titles without the correlating responsibilities, control, or knowledge of operations; where the entity only qualifies for certification because an Indian holds that senior management role;

(3) Entities, not including legitimate brokers, that derive profit only by providing goods or services at an increased cost, where such goods or services could be acquired directly on the open market and/or from the entity's source without paying a marked-up cost; and/or

(4) Any other situation where the Indian Preference Office determines that the application of Indian preference would in fact predominantly or substantially benefit non-Indians or non-Indian-owned businesses; or where Indians or Indian-owned businesses only benefit by assisting the non-Indian or non-Indian-owned business with receiving the contract.

502.6. Application of Indian Preference to Contracts

502.6-1. *Application of the Law.* Except where prohibited or limited by law or grant funding requirements, this law shall apply to all contracts over three thousand dollars (\$3,000) that meet the requirements of (a) and/or (b) below:

(a) This law shall apply to:

(1) all contracts, subcontracts, and compliance agreements to which the Nation is a party, and all contracts, subcontracts and compliance agreements that are

entered into on behalf of, or for the benefit of the Nation, whereby goods and services are provided on or near the Reservation; and

(2) all subcontractors, employees, or other entities working with, for, on behalf of a party to a contract, subcontract or compliance agreement as identified in (1), in fulfilling such contract, subcontract, or compliance agreement.

(b) *Tribal Corporations*. This law shall apply to Tribal corporations to the extent such corporations enter into contracts with the Nation.

502.6-2. *Non-Applicability of the Law*.

(a) *Indian Preference in Hiring of Employees of the Nation*. The standards set out in this law shall not apply to preference as applicable to employees hired through the Nation's Human Resources Department or pursuant to an employment contract.

(b) *Internal Services and Enterprises*. The application of Indian preference shall be superseded in specific situations in accordance with the following:

(1) The Nation shall exclusively utilize internal services and enterprises whenever an internal service of the Nation or enterprise could or does provide the necessary goods and services in the ordinary course of business.

(2) If an internal service or enterprise is unable to fulfill some or all of the requirements of a contract, then the provisions of this law shall apply to any outsourcing conducted by the internal service or enterprise.

502.6-3. *Contract Specifications Review*. Prior to the posting or announcement of a contract for any project of the Nation, the specifications for such project shall be submitted to the Indian Preference Office.

(a) Within five (5) business days of receiving the specifications of the project the Indian Preference Office shall, with experts identified from other entities of the Nation, review the specifications, including bidding requirements, to ensure that there are no unnecessary and/or unjustifiable restrictions that may:

(1) preclude certified entities from bidding or being eligible to fulfill the contract or subcontract;

(2) disqualify qualified trades workers from employment opportunities created under such contract or subcontract; and/or

(3) create conditions that would make bidding, compliance, or employment unduly burdensome for qualified trades workers or certified entities.

(b) *Unbundling a Contract*. The Indian Preference Office may require that specific portions of a contract be outsourced to internal services, enterprises, certified entities and/or qualified trades workers, even if a single entity is capable of providing all of the goods and/or services required under the contract. Provided that, such outsourcing shall not cause undue hardship, unnecessary delay or additional expenses in completing the project.

502.6-4. In soliciting bids, the entity offering the contract shall indicate that Indian preference shall be applied in accordance with this law.

502.6-5. *Cooperative Agreements*. Within the scope of authority defined in this law, the Indian Preference Office may enter into cooperative agreements with federal and state agencies, subject to the approval of the Oneida Business Committee.

502.6-6. *Cultural Setting of Contracts*. All parties to a contract to which this law applies shall recognize that any operations are taking place within a unique cultural setting within the Nation. Every contractor shall make reasonable accommodations to the customs and beliefs of all Indian workers so as to promote rather than hinder the employment of Indians.

(a) If an Indian worker wishes to attend any traditional cultural activities or ceremonies, the worker shall provide reasonable advance notice to the contractor in requesting such time off.

(b) Where attendance at traditional cultural activities or ceremonies requires a worker to take time off from a regularly scheduled shift or workday, such time may be paid or unpaid, at the discretion of the employer or as established by contract or compliance agreement.

502.6-7. *Employees of the Nation.* In the execution of employment duties and in accordance with the Nation's laws and policies governing employment, employees of the Nation shall follow this law in following contracting and bidding procedures for the Nation or entities of the Nation.

(a) The Indian Preference Office shall establish a training process for entities of the Nation that do contracting or bidding as a regular function of their duties.

502.6-8. *Contracts and Attachments.* All contracts this law applies to shall:

(a) Stipulate that compliance with this law is required, and that violation of any portion of this law or applicable compliance agreement may be deemed a material and substantial breach of contract, enforceable:

(1) As set forth by the terms of the original contract for a breach of contract; and

(2) In accordance with the provisions of this law.

(b) Reference this law, and shall contain an acknowledgment clause, whereby the contractor shall agree to the following:

(1) The contractor has read and understands the provisions of this law;

(2) The contractor understands how this law affects the contractor's rights and responsibilities; and

(3) The contractor agrees that the provisions of this law shall govern the performance of the parties.

(c) Reference the Nation's laws governing vendor licensing, and provide the contracting parties with directions on how to access that document.

502.6-9. *Applying Indian Preference to Non-Construction Contracts.* Where more than one (1) bid is received for a non-construction contract, an Indian preference percentage discount of five percent (5%) shall be applied to all bids received from certified Indian-owned businesses.

502.6-10. *Applying Indian Preference to Construction Contracts.* Where more than one (1) bid is received for a construction contract, the discount applied to bids from certified Indian-owned businesses shall be:

(a) ten percent (10%) of the first fifty thousand dollar (\$50,000) segment of a bid;

(b) plus nine percent (9%) of the next fifty thousand dollar (\$50,000) segment of a bid;

(c) plus eight percent (8%) of the next one hundred thousand dollar (\$100,000) segment of a bid;

(d) plus seven percent (7%) of the next one hundred thousand dollar (\$100,000) segment of a bid;

(e) plus six percent (6%) of the next one hundred thousand dollar (\$100,000) segment of a bid;

(f) plus five percent (5%) of the next one hundred thousand dollar (\$100,000) segment of a bid;

(g) plus four percent (4%) of the next five hundred thousand dollar (\$500,000) segment of a bid;

(h) plus two percent (2%) of the next one million dollar (\$1,000,000) segment of a bid; and

(i) plus one percent (1%) of any amount over two million dollars (\$2,000,000).

502.6-11. *Awarding the Contract.* After the appropriate discount has been subtracted from preferred bids, the following shall be used to determine which bidder is awarded the contract:

- (a) If a bid from a certified entity is less than the total of the apparent low bid after Indian preference is applied, then the contract shall be awarded to the certified entity.
- (b) If none of the certified entity bids are less than the total of the apparent low bid after the Indian preference discount is applied, the contract shall be awarded to the lowest responsible bidder.
- (c) Bid shopping is prohibited.

502.6-12. *Monitoring the Contract.* Once a contract is awarded to an entity, the Indian Preference Office shall perform the following monitoring duties:

- (a) Perform on-site inspections to verify compliance with this law;
- (b) Require and review weekly workforce reports;
- (c) Provide training to assist certified entities with understanding their rights and abilities under this law; and
- (d) Receive feedback from contractors regarding the performance of any certified entity or qualified trades worker.

502.6-13. In the event that a dispute may arise regarding this law or a compliance agreement, all affected parties shall cooperate in good faith with the Indian Preference Office toward a mutually satisfactory resolution.

502.7. Compliance Agreements

502.7-1. *Compliance Agreements.* Once a bid has been accepted, but before work commences on any portion of a contract or subcontract, each contractor shall meet with the Indian Preference Office to negotiate and execute a compliance agreement. All contractors and subcontractors shall comply with the terms of any compliance agreement executed in accordance with this law.

502.7-2. *Contents of a Compliance Agreement.* A compliance agreement shall include, but is not limited to, the following information:

- (a) Numerical hiring goals and timetables that specify the minimum number of Indians that must be utilized per contract dollar; and
- (b) Compensation of qualified trades workers including wage scale, salaries and other benefits. Compensation shall be determined based on the prevailing wage scales of the Nation and/or federal or state governments.

502.7-3. *Term of a Compliance Agreement.* Where a contract lasts for more than one (1) year, compliance agreements shall be reviewed annually and revised as necessary to reflect changes in hiring plans or the number of certified entities available.

502.7-4. Unless prior written consent of the Indian Preference Office has been received, a contractor shall not deviate from an executed compliance agreement by adding or removing any subcontracts, subcontractors or positions filled by qualified trades workers or certified entities, or by filling a vacancy with a non-qualified trades worker or a non-certified entity.

502.7-5. *Limited Waivers.* The Indian Preference Office shall establish standard operating procedures to provide for emergency conditions and situations whereby a limited waiver of compliance may be authorized, in situations where a contractor has made a significant and documented good faith effort to achieve compliance, or can demonstrate that compliance is not practical for reasons other than pricing.

502.8. Skills Bank and Qualified Trades Workers

502.8-1. The Indian Preference Office shall establish and administer a Skills Bank to assist with providing Indians and first-generation descendants with employment opportunities. The goal of

the Nation is to achieve one hundred percent (100%) participation of qualified trades workers on projects.

(a) The Indian Preference Office shall identify, initiate, and sponsor training, internship, and apprenticeship opportunities necessary in order to increase the pool of qualified trades workers and to assist Indians in becoming qualified in the various job classifications used by employers.

(b) The Indian Preference Office shall cooperate with other programs of the Nation to provide counseling and support to assist Indians in retaining employment.

502.8-2. The Skills Bank shall be the exclusive referral source under this law, representing the official compilation of qualified trades workers eligible for Indian preference in accordance with this law. Skills Bank listings shall include the names and qualifications of the qualified trades workers. The Indian Preference Office shall regularly update the Skills Bank listings.

502.8-3. Entities required to fill positions in accordance with this law and/or a compliance agreement under section 502.7, shall contact the Indian Preference Office prior to the commencement of any work.

(a) Except where prohibited by law or grant funding requirements, the entity shall hire qualified trades workers from the Skills Bank in the following order of priority:

(1) Members of the Nation;

(2) First generation descendants of the Nation; and then

(3) Members of other federally-recognized Indian tribes.

(b) If a law or grant funding requirement prohibits the hiring of qualified trades workers in accordance with section 502.8-3(a), qualified trades workers shall be hired in accordance with the requirements of said law or grant.

(c) If the necessary labor cannot be acquired from the Skills Bank, then a limited waiver may be granted by the Indian Preference Office.

502.8-4. In order to be added to the Skills Bank, an applicant shall submit a completed application and documentation of the following:

(a) proof of enrollment or proof that the individual is a first-generation descendant of the Nation;

(b) education; including degrees, diplomas, apprenticeships, internships or continuing education training related to the field;

(c) proof of a driver's license, including any endorsements, if applicable;

(d) if the worker is seeking to be listed as a qualified trades worker for a specific trade, then the worker shall provide specific information related to that trade, including:

(1) past and current licensing;

(2) credentials and certifications; and

(3) information related to penalties or punitive actions taken by any licensing body within the past ten (10) years.

502.8-5. Placing an applicant in the Skills Bank as a qualified trades worker confers recognition that he or she is eligible to receive Indian preference in accordance with this law. A qualified trades worker shall be qualified for Indian preference for employment for a particular skill or trade if he or she meets the minimum qualifications for a particular skill or trade.

502.8-6. *Wage and Hour Standards, Layoffs and Terminations, Call-Backs, Promotions, Unions.*

(a) Every contractor utilizing qualified trades workers shall ensure that such workers receive equal compensation, including overtime pay, and shall have equal work standards, that are provided to other employees. Contractors that hire qualified trades

workers in order to comply with this law, but do not utilize those workers in a manner similar to other employees are not maintaining equal work standards.

(b) In making any layoffs or terminations, all contractors shall notify the Indian Preference Office prior to laying off or terminating a qualified trades worker.

(1) No qualified trades worker with at least minimum qualifications for the job classification shall be terminated or laid off so long as a non-Indian employee in the same craft with similar skills remains employed. If the contractor lays off by crews, qualified trades workers shall be transferred to any crew that will be retained, as long as there are non-Indian employees in the same craft employed elsewhere under the same contract.

(2) No contractor shall terminate or lay off any qualified trades worker pursuant to this law, without documented good cause. The contractor shall promptly replace the qualified trades worker with another qualified trades worker.

(3) When a contractor begins to call back laid-off employees, that contractor shall notify the Indian Preference Office and shall call back qualified trades workers before bringing back other employees.

(c) Qualified trades workers and certified entities shall not be required to affiliate with organized labor for employment under this law. The mere absence of affiliation with organized labor shall not disqualify a qualified trades worker from employment or contracting where that worker is otherwise qualified. A qualified trades worker shall not be guaranteed to receive the benefits of a union contract, other than wage scales, unless the worker elects to join the union.

502.8-7. *Construction Contracts: Core Work Crew.* As a condition of a construction contract award, the contractor shall identify its core work crew, including those core work crew employees utilized by known subcontractors. If such employees are approved by the Indian Preference Office, they may be employed on the project without regard to Indian preference. Provided that, core work crew employees shall at no time displace qualified trades workers and/or potential qualified trades workers by performing work outside their trade or skill.

(a) For the purposes of employment on a project, the Indian Preference Office and the contractor, and any subcontractor, shall negotiate the designated members of the contractor's core work crew.

(b) Any contractor that fills vacant positions immediately prior to undertaking work pursuant to a contract to which this section applies shall provide evidence acceptable to the Indian Preference Office that such actions were not intended to circumvent the provisions of this law.

(c) A contractor shall not use extraneous qualification criteria or other personnel requirements that prevent qualified trades workers from being employed, unless the contractor is able to demonstrate that such criteria or requirements are required by regulatory compliance.

502.9. Investigations and Enforcement

502.9-1. *Complaints.* An individual or entity may file a written complaint with the Indian Preference Office if aggrieved by an act of non-compliance with:

(a) this law;

(b) a compliance agreement; and/or

(c) any standard operating procedure issued pursuant to this law.

502.9-2. *Contents of the Complaint.* A complaint shall include information that will reasonably enable the Indian Preference Office to understand the general nature of the complaint and carry

out an investigation, such as evidence of any discriminatory practices, alleged misconduct, or other non-compliance.

502.9-3. *Complaint Investigation.* Upon receipt of a complaint or after witnessing non-compliance with this law while conducting its monitoring duties, the Indian Preference Office shall conduct an investigation.

(a) In conducting an investigation to determine if the complaint has merit, the Indian Preference Office shall be authorized to:

- (1) inspect and copy all relevant records;
- (2) interview and speak to workers; and
- (3) conduct inspections of the job site.

(b) Information collected during an Indian Preference Office investigation shall be kept confidential unless disclosure is necessary or required as part of any judicial or administrative proceeding or in accordance with a law of the Nation.

(1) Any report or recommendation prepared by the Indian Preference Office for use at a hearing shall be promptly released to the complainant and alleged violator.

(c) If the Indian Preference Office receives a complaint or information that an entity is operating in a manner that is harmful to the health, safety, or welfare of the Nation or community, the Indian Preference Office shall immediately refer the complaint or information to the appropriate department or authority of the Nation for investigation.

(1) The referral of a complaint does not prohibit the Indian Preference Office from its independent investigation of such complaint or information for purposes of ensuring compliance with this law.

(2) The Indian Preference Office shall have the authority to review the results of any other investigation conducted by another department or authority of the Nation in accordance with the Nation's laws and policies governing open records.

502.9-4. *Alleged Violation Has No Merit.* If the Indian Preference Office determines that the alleged violation has no merit, the Indian Preference Office shall notify all parties in writing that the complaint shall be closed.

(a) The complainant may file a complaint to contest this decision with the Nation's Trial Court within ten (10) business days after issuance of such notice.

(b) The Trial Court shall then conduct an in-camera inspection of the investigation completed by the Indian Preference Office. During an in-camera inspection only a judge may review the information obtained by the Indian Preference Office during the investigation as this information is confidential and disclosure is not necessary.

(c) If after reviewing the Indian Preference Office's investigation, the Trial Court determines the alleged violation has no merit, the Trial Court shall notify all parties in writing that the matter will be dismissed and no further appeals of the matter will be accepted.

(d) If after reviewing the Indian Preference Office's investigation the Trial Court determines that there is sufficient evidence of a genuine and material issue of non-compliance, the Trial Court shall order the Indian Preference Office to take action in accordance with section 502.9-5.

502.9-5. *Alleged Violation Has Merit.* If the Indian Preference Office determines that the alleged violation has merit and there is sufficient evidence of a genuine and material issue of non-compliance, the Indian Preference Office may take action to resolve the complaint.

(a) The Indian Preference Office may take any of the following actions to resolve the complaint:

- (1) Attempt to reach an informal or formal resolution of the alleged non-compliance;
 - (A) If a formal resolution is reached, any agreement shall be in writing and signed by all parties. The issue shall then remain in abeyance for the term of the contract during which time all parties shall comply with the terms of the written agreement. Breach of the terms of the written agreement may be a cause of action for litigation before the Trial Court.
 - (2) Issue a notice of non-compliance to the entity by certified mail;
 - (A) The notice shall state the specific violation(s) alleged, the requirements that must be met to ensure compliance with this law, and shall provide a reasonable amount of time, not to exceed thirty (30) days, wherein the entity shall provide evidence that it has taken the steps necessary to come into compliance.
 - (3) Place the entity's certification in probationary status for a period not to exceed six (6) months; or suspend, revoke, or deny renewal of the entity's certification;
 - (A) Once certification is revoked, an entity shall not be eligible to apply for re-certification until one (1) year has passed from the effective date of the revocation.
 - (B) At any time that certification is suspended, revoked, or has lapsed, a formerly certified entity shall not qualify for Indian preference.
 - (C) Where a certified entity loses certification:
 - (i) the contractor may be required to replace that entity with another certified entity if the work has not begun or performance under a contract has not commenced, unless replacement is impossible or would cause undue hardship; or
 - (ii) the Indian Preference Office may authorize the contractor to continue to utilize that entity without regard to Indian preference if work has already begun or performance under a contract has commenced.
 - (4) Issue a fine;
 - (A) The Indian Preference Office shall be delegated authority to develop a fine and penalty schedule that may be imposed upon any person or entity violating provisions of this law. The fine and penalty schedule shall be adopted by the Oneida Business Committee through resolution.
 - (B) No fines or penalties may be assessed against the Nation, the Indian Preference Office, or other department of the Nation, or employees engaged in their official duties under this law.
 - (5) Re-negotiate a compliance agreement with the contractor to include additional opportunities for qualified trades workers or certified entities; and/or
 - (6) Request the appropriate entity withdraw any licensing issued by the Nation.
- (b) An individual or entity may contest an action taken by the Indian Preference Office by filing a complaint with the Trial Court within ten (10) business days after the date of issuance of the Indian Preference Office's decision.

502.9-6. *Additional Enforcement Measures.* If the Indian Preference Office is unable to facilitate a satisfactory resolution, and a notice of non-compliance or action against a certified entity's certification has not resulted in a successful resolution, the Indian Preference Office may file an action with the Trial Court, seeking appropriate relief, including but not limited to:

- (a) An injunction;
- (b) Specific performance, including but not limited to:
 - (1) reinstatement of a qualified trades worker at the previous wage;
 - (2) immediate removal of employees hired in violation of this law; and/or
 - (3) employment, promotion or additional training for Indian preference-eligible parties injured by a violation;
- (c) Payment of back pay, damages, and/or costs associated with the enforcement of an order issued by the Trial Court, including but not limited to filing fees, attorney fees, and/or costs incurred by the Indian Preference Office in bringing an action. Provided that, no money damages may be claimed in any suit against the Nation, the Indian Preference Office or other departments of the Nation, or officials of the Nation or employees engaged in their official duties under this law; and/or
- (d) Any other action the Trial Court deems lawful, equitable, and necessary to ensure compliance with this law and to alleviate or remedy any harm caused by non-compliance.

502.9-7. Although relief granted by the Trial Court may benefit an individual qualified trades worker, certified Indian preference entity, or other individual or entity, neither the Indian Preference Office nor the Nation represents those individuals and/or entities in any action for non-compliance with this law.

502.9-8. *Cease-and-Desist Orders.* The Oneida Police Department is hereby expressly authorized and directed to enforce such cease-and-desist or related orders as may from time to time be properly issued by the Trial Court. Such orders shall require a decree or order to render them enforceable. The Oneida Police Department shall not be civilly liable for enforcing such orders so long as the Trial Court signs the order.

502.9-9. *Retaliatory Action Prohibited.* No entity shall punish, terminate, harass or take any other adverse personnel or hiring action in retaliation for a party's exercise of Indian preference rights under this law. However, this section shall not prohibit action that can be reasonably justified as taken in good faith based on documented employee performance.

End.

Adopted BC-03-27-13-B
Amended BC-04-08-20-I

Oneida Nation

Indian Preference Office

DPW-Indian Preference

N7332 Water Circle Place
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A good mind. A good heart. A strong fire.

P.O. Box 365
Oneida, WI 54155

Office: 920-869-4540

Compliance Agreement Process

Here is a copy of the Compliance Agreement, Please be sure to fill out all of the information on these documents. The Indian Preference Office has included a list of what needs to be filled out below. If you have any questions please feel free to contact me. Through email or phone Call

Compliance Agreement Process:

- **Page 1-3: Please Read through all of the information and fill out the information on the bottom of page 3:**
 - Date
 - Project Name
 - Project No.
 - Location
 - Project Owner
 - Project Description
 - Funding Agency
 - Contract Award Amount
 - Expected Date and Expected End Date
- **Page 4 Please Fill out the complete sheet and be sure include any subcontractors who will be doing work on the project, they will need to fill out a Compliance Agreement also.**
 - Check the Correct one for Contractor Information, Be sure to include the Scope of work performed & Insurance Policy
 - Core Work crew- Please read the statement and fill out information
 - Subcontractor Identification –Read Notes, List all and any Subcontractors who will be working on the project
 - Manpower Request Read Notes and fill out
- **Page 5 Please fill out as we have a list of skilled trades workers looking to attain positions.**
- **Page 6 & 7 are for when working on the Project, you need to fill these out at the end of the week, I should receive these no later than 4 Business Days after the week Worked**
 - Manpower
 - Certified Payroll
- **Page 8 Qualified Trades Worker: Referral Form & Employee's Work Evaluation Employer: Please return upon completion of Job**
- **Page 9- Indian Preference in Contracting Law Stipulations & Acknowledgement**
 - **On behalf of:** Insert Your Companies Name
 - **Dated this:** the Day **Day of:** Month 2015
 - **Project:** The Project you're working
 - **Project Number:** Insert Project Number
 - **Contractor/Subcontractor:** Company Names
 - **Signature:** Sign & Date

Oneida Nation

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Compliance Agreement

NOTE: All Contractors/Subcontractors must meet with the Indian Preference Office.

STATEMENT: Historically, members of the Oneida Nations have suffered discrimination in employment on and near the Oneida Reservation. The sovereign (self-governing) Oneida Nations established the Indian Preference in Contracting Law and the Indian Preference Office (IPO) to eliminate discrimination and affirm tribal members and other Indians on the Oneida Reservation will have preference in employment and training opportunities. With tribal sovereign authority comes the responsibility to provide basic rights and protections to those subject to Oneida Nation's jurisdiction. Enacting these ordinances puts Oneida Nation's sovereign authority to work, thereby strengthening Oneida Nation's sovereignty. Failure to comply with the Indian Preference in Contracting Law (Title 5. Business Chapter 502 Indian Preference in Contracting) may result in civil penalties.

REQUIREMENTS: The Indian Preference in Contracting Law shall apply to all employers located or engaged in business on and near the Oneida Nation's Reservation. It shall not apply to any direct employment by the Oneida Nation or by federal, state or other governments; however, contractors and subcontractors of these entities shall be subject to the Indian Preference in Contracting Law. The following are specific contractor and subcontractor obligations and rights under the Law. Thereafter, contractors must follow the guidelines and details provided in the Indian Preference in Contracting Law (Title 5. Business - Chapter 502 Indian Preference in Contracting).

1. Compliance Agreement:

Once a bid has been accepted, but before work commences on any portion of a contract or subcontract, each contractor shall meet with the IPO Designee to negotiate and execute a compliance agreement. §502.9-1

Any covered entity not submitting a completed Compliance Agreement will be denied the right to commence business on the Oneida Nation Reservation. §502.4-1

A Compliance Agreement should be submitted at least two (2) weeks prior to starting a project. §502.4-1

Contractor(s) must submit a copy of the contract with the completed Compliance Agreement to the IPO. §502.4-1

Unless prior written consent of the IPO has been received, a contractor shall not deviate from an executed Compliance Agreement by adding or removing any contracts, subcontracts or positions filled by Qualified Trades Worker or non-certified entity (not certified as an Indian Owned Business). §502.9-3

Where a contract lasts for more than one (1) year, Compliance Agreements shall be reviewed annually and revised as necessary to reflect changes in hiring plans of Qualified Trades Workers and/or the number of certified Indian Owned entities available. §502.9-2

Contractor(s) must comply with applicable Tribal Laws, including Oneida Vendor Licensing (Chapter 56 of the Oneida Code of Laws) and taxation requirements. §502.7-6(c)

2. Inspections:

Contractor(s) must adhere to unannounced on-site general inspections and compliance checks. In conducting an investigation, the IPO is authorized to inspect and copy all relevant records and shall have the right to speak to workers and to conduct inspections of the job site(s). §502.10-1(a)(2)

3. Employment Priority:

The IPO administers and updates the Skills Bank to assist with providing Oneida members, first generation descendants and members of other federally recognized tribes with employment opportunities. §502.8-1

Our local manpower is hired on a temporary basis, to be paid by the contractor, with first preference given to qualified Oneida members. Thereafter, contractors must follow the preference priority provided in the Indian Preference in Contracting Law §502.8-4.

4. Pre-Employment Standards:

The Employer will be responsible for interviewing all referrals/applicants that the IPO refers to employer, based on the information provided in the Qualified Trades Worker: Employee Placement Request form, before hiring begins. §502.1-2

Employers will not use qualification criteria or other personnel requirements as barriers to skills trades worker employment where such criteria are requirements by business necessity. Employers shall have the burden of showing that such criteria or requirements are required. §502.8-8(c)

5. Training, Apprenticeships, and Salary:

The Employer agrees that all employed Qualified Trades Workers will receive adequate training for the position for which they are hired. All employed Qualified Trades Workers will be evaluated and paid in accordance with a training plan set forth between the contract and the IPO. §502.1-2

6. Employment Goals:

The goal of the Oneida Nation is to achieve 100 % participation of Qualified Trades Workers on Tribal projects. §502.8-1

7. Records:

Contractor(s) must submit a copy of the certified weekly payroll, Attachment I and II, for the project and list of subcontractors to be used at any time during the project to the IPO. §502.5-2(d)(5)

8. Assistance:

If the Employer deems that an Qualified Trades Worker's performance is such that he or she is in danger of being suspended or terminated, the employer shall contact the IPO for assistance in working out the problem.

9. Employment Policies and Procedures:

All parties to a contract to which this Law applies shall recognize that any operations are taking place within a unique cultural setting within the community of the Tribe. Every contractor shall make reasonable accommodations to the customs and beliefs of all Qualified Trades Workers so as to promote rather than hinder the employment of tribal members. Thereafter, contractors must follow the guidelines provided in the Indian Preference in Contracting Law §502.7-4.

10. Emergency/Limited Waivers:

Indian Preference Waivers must be obtained for Qualified Trades Workers who do not meet definitions of "Core Work Crew Employees". Employers operating during hours when the IPO is closed (i.e. weekend, holidays, etc.) who are in need of workers to fill a vacancy will be authorized to place an emergency worker to fill the vacancy. This emergency placement shall be allowed no longer than 72 hours. The IPO will be notified of such hires immediately upon the next working day and the position will be filled pursuant to the Indian Preference standard procedures described in this Compliance Agreement. Emergencies will be determined on a case-by-case basis. §502.9-4
If the necessary labor cannot be acquired from the Skills Bank, then a limited waiver may be granted. §502.8-4(c)

11. Wage and Hour Standards:

Every contractor utilizing Qualified Trades Workers shall ensure that such workers receive equal compensation, including overtime, and shall have equal work standards, that are provided to other employees. Contractors that hire Qualified Trades Workers in order to comply with the Indian Preference in Contracting Law, but do not utilize those workers in a manner similar to other employees are not maintaining equal work standards and will be found in Noncompliance. §502.8-7(a)

Qualified Trades Workers and certified Indian Owned entities shall not be required to affiliate with organized labor for employment under the Indian Preference in Contracting Law. The mere

absence of affiliation with organized labor shall not disqualify a Qualified Trades Worker from employment or contracting where that worker is otherwise qualified. Qualified Trades Workers will receive all fringe benefits in cash, unless the worker is a union member. §502.7-8(c)

12. Termination/Layoffs:

In making any layoffs or terminations, all contractors shall notify the IPO prior to laying off or terminating a Qualified Trades Worker. Thereafter, contractors must follow the guidelines provided in the Indian Preference in Contracting Law. Employers must complete the Referral and Evaluation form for each Qualified Trades Worker when the project is finished, if the Qualified Trades Worker is terminated, or if the Qualified Trades Worker is laid off. Employer must notify the IPO of all job vacancies. §502.8-7(b)

13. Retaliatory Action Prohibited:

No entity shall punish, terminate, harass or take any adverse personnel or hiring action in retaliation for a party's exercise of Indian Preference rights under this Law. However, this section shall not prohibit action that can be reasonably justified as taken in good faith based on documented employee performance. §502.10-2

14. Investigations and Enforcement:

The IPO has the authority and jurisdiction to investigate written complaints and respond to inquiries. §502.5-2(e)

If, after an investigation under §502.10-1, the IPO reasonably believes that there is sufficient evidence of a genuine and material issue of Noncompliance, the IPO make take any of the following actions as detailed under §502.10-4(a) through §502.10-7: attempt to reach an informal or formal resolution, issue Notice of Noncompliance to the entity via certified mail, place the entity's certification in probationary status or suspend, revoke, or deny renewal of the entity's certification, issue fines as established under §502.10-3, re-negotiate a Compliance Agreement, request the appropriate entity to withdraw any licensing issued by the Tribe, and/or may file an action with the Oneida Nation's judicial system seeking appropriate relief, including but not limited to: an injunction, specific performance, payment of back pay, damages and/or costs associated with the enforcement of an order, and/or cease-and desist or related orders via the Oneida Tribal Police.

15. Appeals:

Any Appeal from an action taken by the IPO shall be filed with the Oneida Nation's judicial system with 10 business days after the date of issuance of the IPO's decision. Any decision not appealed within the required time frame shall become final. §502.10-8(a)

Except as otherwise stated in this Law, a party may appeal orders, rulings and judgments of the Oneida Nation's judicial system in accordance with the applicable rules of appellate procedure. §502.10-8(b)

16. Provide the information requested in the Compliance Agreement:

Project Information:

Date:	Project Name:	Project No:
Location:	Project Owner:	
Project Description:		
Project Designer:	Phone:	
Funding Agency:	Phone:	
Contract Award Amt.:		
Expected Start Date:	Expected End Date:	

Contractor Information:

Check all that apply: <input type="checkbox"/> Prime <input type="checkbox"/> Contractor <input type="checkbox"/> Subcontractor <input type="checkbox"/> Union <input type="checkbox"/> Non-Union		
Contractor/Company Name:		Tribal Vendors License #:
Complete Address:		
Contact Person(s):		Title:
Phone:	Fax:	Mobile:
Insurance Company:		
Policy:		
Scope of work performed:		
Construction Schedule/Business Plan:		

Core Work Crew Identification: (Core crew members are defined as owner(s), supervisor(s), or others who are in a lead position, and are the minimum amount of the contractor's key employees that are essential to start up and continued work on the Tribal project. §502.8-8)

Employee Name	Job Title/Position	Licensed? (Y/N)	Hourly Rate	Indian? (Y/N)	Length of Employment

Subcontractor Identification: (All Subcontractors must secure an approved Compliance Agreement prior to the commencement of any portion of work activity they will be involved in. §502.9-1)

Employee Name	Phone	Scope of Work	Indian? (Y/N)	Start Date	End Date
1.					
2.					
3.					
4.					
5.					
6.					

Manpower Requests: (List and describe the Qualified Trades Workers needed for this project. Also, an Employee Placement Request form must be completed by (Sub) Contractor.)

Job Title/ Skill	Number Needed	Pay Rate	Start Date	End Date	Special Instruction
1.					
2.					
3.					
4.					
5.					
6.					

Percentage of Indian Workers on the Project: _____ %

Oneida Nation

Indian Preference Office

DPW - Indian Preference
 N7332 Water Circle Place
 Oneida, WI 54155
 Email:
 oneidaindianpreference@oneidanation.org



P.O. Box 365
 Oneida, WI 54155
 Office: 920-869-4540

A good mind. A good heart. A strong fire.

Qualified Trades Worker: Employee Placement Request

Date: _____

Project Name: _____ Job Location: _____

Company: _____

Phone: _____ Fax: _____ Mobile: _____

Email: _____ Core Work Crew Size: _____

Foreman: _____ Phone: _____

Number of Positions: _____ Date Needed: _____ to _____

Rate of Pay: _____ Per: Hr Wk Month Job is: FT PT PERM TEMP

Type of Wages: Indian Preference Davis Bacon Prevailing

Hours: _____ M-F Wknds/Overtime License Required: Y N CDL: A B C D

Tools Needed: Y N If Yes, describe: _____

Apprenticeship/Training Opportunities: _____

Physical Demands: _____

Job Title of Skills _____

Needed: _____

Project Representative Signature: _____

*****FOR OFFICE USE ONLY*****

Indian Preference Skills Bank Referral List:

#	Referred (Y/N)	Name	Phone	Hired (Y/N)	Comment
1.					
2.					
3.					
4.					
5.					
6.					
7.					
8.					
9.					

Date Received: ____/____/____

Date Approved: ____/____/____

Verification of Information by: _____

ATTACHMENT I: MANPOWER REPORT

Employer Name: _____ Manager Initial: _____

Project Title: _____ Project Wage Determination: _____
(Davis-Bacon, State White Sheet, Oneida)

Oneida Project No.: _____ Week Ending: _____

Signature: _____

EMPLOYEE NAME	TRIBAL AFFILIATION & ENROLLMENT #	POSITION TITLE	PAY RATE	Dates:							TOTAL HOURS	TOTAL WAGES	
				FRINGE PKG	SUN	MON	TUE	WED	THUR	FRI			SAT
TOTALS:													

***** FOR OFFICE USE ONLY *****

DATE RECEIVED: _____ RECEIVED BY: _____

ATTACHMENT II: CERTIFIED PAYROLL REPORT

I, _____ do hereby state:
(print name)

(1) That, I pay or supervise the payment of the persons employed by _____ on the _____
(company name) (project title)
during the payroll period commencing on the day of _____ and ending on the day of _____, all persons employed on said project have been paid the full weekly wages earned, that no rebates have been or will be made either directly or indirectly to or on before of said project from the full weekly wages earned by any persons that no deductions have been made either directly or indirectly from the full wages earned by any person, other than permissible deductions as defined in Regulations, Part 3 (29 CFR Subtitle A), issued by the Secretary of Labor under the Copeland Act, as amended (48 Stat 948, 63 Stat 108, 72 Stat 967;76, Stat 357;40 U.S.C. 76c) as described below:

(2) That any payrolls otherwise under this contract required to be submitted for the above period are correct and complete; that the wage rates for laborers or mechanics contained in any wage determination incorporated into the contract; that the classifications set forth therein for each laborer or mechanic conform with the work being performed.

(3) That any apprentices employed in the above period are duly registered in a bona fide apprenticeship program registered with the State Apprenticeship Agency recognized by the Bureau of Apprenticeship and Training, United States Department of Labor, or if no such recognized agency exists in a state, are registered with the Bureau of Apprenticeship and Training, United States Department of Labor.

Representative: _____ Signature: _____
(print name)

Date: _____ Title: _____
(print title)

The Willful Falsification of Any of the above Statements May Subject the Contractor or Subcontractor to Civil or Criminal Prosecution, see Section 1001 of Title 18 and Section 231 of Title 31 of the United States Code.

***** FOR OFFICE USE ONLY *****

DATE RECEIVED: _____ RECEIVED BY: _____

Oneida Nation

Indian Preference Office

DPW - Indian Preference
 N7332 Water Circle Place
 Oneida, WI 54155
 Email:
 oneidaindianpreference@oneidanation.org



P.O. Box 365
 Oneida, WI 54155
 Office: 920-869-4540

A good mind. A good heart. A strong fire.

Qualified Trades Worker: Referral Form & Employee's Work Evaluation

Employer: Please return upon completion of Job

Job Site:	Today's Date:
Foreman's Name:	
Worker's Name:	Wage:
Position:	
Please check one or more: <input type="checkbox"/> Interviewed <input type="checkbox"/> Hired (Hire Date: : _____) <input type="checkbox"/> Not Hired	

Type of Separation: <input type="checkbox"/> Job Completed (Last Day Worked: _____) <input type="checkbox"/> Mutual Agreement <input type="checkbox"/> Dismissal/Terminated (Date of Termination: _____) <input type="checkbox"/> Other
Reason for Separation: <input type="checkbox"/> Absenteeism <input type="checkbox"/> No Call/No Show <input type="checkbox"/> Work Force Reduction <input type="checkbox"/> Safety Violation <input type="checkbox"/> Work <input type="checkbox"/> Ethics Other _____

Employee Evaluation: (Please check appropriate boxes)				
	Excellent	Satisfactory	Fair	Poor
Knowledge of Skills Required				
Knowledge of Proper Use of Tools/Equipment Required				
Work Quality				
Initiative/ Used Time Productively				
Cooperation/Attitude				
Attendance				
Would you rehire: <input type="checkbox"/> YES <input type="checkbox"/> NO <input type="checkbox"/> NOT SURE				
Would you recommend? <input type="checkbox"/> YES <input type="checkbox"/> NO <input type="checkbox"/> NOT SURE				
Comments:				

AUTHORIZED EMPLOYER REPRESENTATIVE

<i>I understand that the information provided will be kept in the strictest of confidentiality, and is to be used to support Oneida Indian Preference Office in assisting the level of skill and training needs of referred Qualified Trades Workers.</i>	
Employer Representative: _____	Date: _____

*****FOR OFFICE USE ONLY*****

Date Received: ____ / ____ / ____

Information Received by: _____

**Oneida Nation
Indian Preference Office**

DPW - Indian Preference
N7332 Water Circle Place
Oneida, WI 54155
Email:
oneidaindianpreference@oneidanation.org



P.O. Box 365
Oneida, WI 54155
Office: 920-869-4540

A good mind. A good heart. A strong fire.

**Indian Preference in Contracting Law Stipulations &
Acknowledgement**

Understanding & Acceptance

On behalf of _____, I hereby certify that I was informed of the Indian Preference in Contracting Law requirements set forth in this Compliance Agreement, and hereby agree to accept the responsibility of compliance with the described obligations and requirements. I further acknowledge that to remain in compliance with the Oneida Nation, I must comply with the criteria presented in the Oneida Indian Preference in Contracting Law and Compliance Agreement in construction contracts and that to do otherwise will represent breach of contract.

I agree that I have read and understand the provisions of the Indian Preference in Contracting Law (Title 5. Business Chapter 502 Indian Preference in Contracting), I understand how this law affects our rights and responsibilities, and that the provisions of this Law shall govern the performance of the parties involved.

I further agree that I must comply with applicable Tribal Laws, including the Oneida Vendor Licensing (Title 5. Business - Chapter 506 Vendor Licensing) and taxation requirements. The Oneida Laws and Policies can be found at <https://oneida-nsn.gov/Laws>.

Dated this _____ day of _____, 20_____.

Project: _____ Project Number: _____

Contractor: _____ Subcontractor: _____

Printed Name: _____ Title: _____

Signature: _____ **Date:** _____

Indian Preference Office Attest

On behalf of the Oneida Nation Indian Preference Office , I hereby attest to the conditions set forth in this Compliance Agreement, and will enforce this agreement through the powers vested in me by the Oneida Nation Business Committee, General Tribal Council and the Indian Preference in Contracting Law Title 5. Business Chapter 502 Indian Preference in Contracting.

The attached Compliance Agreement has been received and is fully acceptable. On behalf of the Oneida Nation, authorization to begin work on the above-described project is hereby granted.

Indian Preference Office Signature: _____ **Date:** _____

Document 00 22 01 – INDIAN PREFERENCE VENDORS

1. GENERAL

1.1. INDIAN PREFERENCE VENDORS

- A. The Certified Indian Owned Businesses on the list following this section, will be notified of the project and can submit sub-bids to the General Contractors for portions of the Work.
- B. If Certified Indian Owned Businesses wish to bid as a General Contractor, they are still required to get sub-bids from other Certified Indian Owned Businesses.
- C. The Oneida Nation will notify the Certified Indian Owned Business List, informing them of the project and providing them a listing of the invited General Contractors or the listing of current plan holders on public bid projects.
 - 1. General Contractors shall still contact Certified Indian Owned Businesses to attempt to get bids.
- D. Comparison of Certified Indian Owned Business bids to non-Indian owned business bids will be made during the post-bid evaluation, at percentages denoted in the Oneida Indian Preference in Contracting Law.
- E. For questions regarding the Certified Indian Owned Business list, please contact:

Stephanie Metoxen – Indian Preference Coordinator
Division of Public Works
P.O. Box 365
Oneida, WI 54155

PH: 920-869-4540

E-Mail:

smetoxen@oneidanation.org

or

oneidaindianpreference@oneidanation.org

END OF 00 22 01 – INDIAN PREFERENCE VENDORS

INDIAN PREFERENCE DEPARTMENT – CERTIFIED INDIAN OWNED BUSINESS LIST
FOLLOWS

ATTACHMENT 3-Indian Preference Vendors

Indian Preference Vendor List

DEPARTMENT OF PUBLIC WORKS BUILDING

W1278 RANCH RD ONEIDA P.O. Box 365 Oneida, WI 54155

Office: 920-869-1059 Ext. 2016,

Fax: 920.869-1559

June 28, 2023

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ASBESTOS AND LEAD ABATEMENT

Mission Support Services 1033 N. Mayfair Road, Suite 202 Milwaukee, WI. 53226 E-Mail: MKunstman@oesllc.com Web Site: www.ms2llc.com	Matt Kunstman Vendor #144118 Oneida Nation SBA Certified	(920) 360-6710 cell (920) 884-3970 (414) 257-2492 fax
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AUTO BODY & SERVICE

Goss Auto Body, Inc. & Midway Service Center & Repair 629 Olde Midway Road Menasha, WI. 54952 E-Mail: Ronnie@gossautobody.com Website: www.gossautobody.com	Ronald Goss Vendor #NONE <u>Oneida Nation</u>	(920) 810-7487 cell (920) 725-2022 (920) 725-7080 fax
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Web's Kustom Touch Auto Body 3792 Cty Rd U Oneida, WI. 54155 Email webskrap@yahoo.com	Donald & Jennifer Webster Vendor #104568 Oneida Nation	(920) 869-WEBS
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BAKERY

WT Creations/Sister Bread W280 Reformatory Rd Oneida WI , WI 54155 E-Mail: wtthatsme@yahoo.com	Winnifred L. Thomas Vendor #135747 Oneida Nation	(920) 869-1150 (920) 883-1124 cell
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BUILDING/REMODEL

Align Remodeling & Construction LLC 3701 N. Casaloma Drive Appleton, WI. 54913 E-Mail: nick@alignremodelingllc.com Web Site: www.alignremodelingllc.com	Kimberly Smith Vendor #	(920) 475-3685
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Hill Fix it LLC N5548 Ho Chunk Blvd DePere WI 54155 E-Mail: Hillfixitllc@gmail.com NAICS CODE 236118	Latsiklanunha Hill Vendor #	920-413-7214 Cell 920-415-6012 Home
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Mission Support Services 1033 N. Mayfair Road, Suite 202 Milwaukee, WI. 53226 E-Mail: MKunstman@oesllc.com Web Site: www.ms2llc.com	Matt Kunstman Vendor #144118 Oneida Owned SBA Certified	(920) 360-6710 cell (920) 884-3970 (414) 257-2492 fax
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Maintenance and Renovation Professionals LLC 4164 Hillcrest Rd Oneida WI 54155	Mary & Jermain Adams Oneida Vendor	920-819-9724 Mary 920-639-0847 Jermain
E-Mail Address: maintenancerenopros21@gmail.com		

Tee Construction LLC 4150 Merrimac Way Oneida, WI 54155	Anthony Franco Oneida Vendor	(920) 865-5468
E-Mail: Anthonyfranco@Gmail.com		NAICS CODE 236115, 1521

BUILDING MATERIALS & SUPPLIES

Omega Fields Inc. dba, Cool Running Air Conditioners & More 3708 Playbird Rd. Sheboygan WI. 53083 E-Mail: Sean@Omegafields.com Web Site: www.coolrunnlnghs.com	Sean Moriarty Vendor # <u>Oneida Nation</u>	Main 920-797-4602 Fax 920-476-1000 Cell 920-889-9273
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CIVIL/INFRASTRUCTURE ENGINEERING

Oneida Total Integrated Enterprise 2555 Packerland Drive Green Bay, WI. 54313 E-Mail: mkunstman@otie.com Website: www.otiesolutions.com	Matt Kunstman Vendor #134114 Oneida Owned SBA Certified	(920) 360-6710 cell (920) 884-3970 (920) 884-3989 fax
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CONCRETE

Josh Bailey Concrete LLC 1949 Candle Way Green Bay, WI 54304 E-Mail: jbconstr123@gmail.com Web Site: Josh Bailey Concrete.com	Josh Bailey Vendor # 147125 Oneida Nation	(920) 569-9708 cell
--	---	---------------------

Meyer Contracting, Inc., 11000 93 rd Ave N Maple Grove MN 55369 Email: estimating@meyerci.com Website: meyerci.com	Verlyn Schoep Oneida Vendor MBE certified	Main: 763-391-5959 Fax: 763-391-5960
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CONFERENCE ROOMS

Radisson Hotel & Conference Center 2040 Airport Drive Green Bay, WI. 54311 Website: www.radisson.com/greenbaywi	Oneida Airport Hotel Corp. (920) 494-7300 Vendor #100047 (920) 494-9599 fax Oneida Owned
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CONSTRUCTION

Align Remodeling & Construction LLC 3701 N. Casaloma Drive Appleton, WI. 54913 E-Mail: nick@alignremodelingllc.com Web Site: www.alignremodelingllc.com	Kimberly Smith Vendor #	(920) 475-3685
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Greenfire Management Services, LLC 3215 W. State Street Ste.200 Milwaukee, WI 53208 www.greenfire.com Email Address: <u>NIGP Codes 236116, 236210, 236220, 531390</u>	Jeb Meier Vendor # Potawatomi Tribe MBE Certified	(414)290-9400 (414-290-9435 Fax (715)-210-5356 cell
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Hill Fix it LLC N5548 Ho Chunk Blvd DePere WI 54155 E-Mail: Hillfixitllc@gmail.com NAICS CODE 236118	Latsiklanunha Hill Vendor #	920-413-7214 Cell 920-415-6012 Home
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Maintenance and Renovation Professionals LLC 4164 Hillcrest Rd Oneida WI 54155 E-Mail Address: maintenancerenopros21@gmail.com	Mary & Jermain Adams Oneida Vendor	920-819-9724 Mary 920-639-0847 Jermain
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Mavid Construction Services, LLC. 1609 Western Avenue, Suite A Green Bay, WI. 54304 E-Mail: Zoar@mavidconstruction.com	Zoar Fulwilder David Montiel Edward Martin Vendor # 137381	(920) 965-0271 (o) (888) 494-0504 fax 920) 655-6023 cell
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Meyer Contracting, Inc., 11000 93 rd Ave N Maple Grove MN 55369 Email: estimating@meyerci.com Website: meyercci.com	Verlyn Schoep Indian Vendor MBE certified	Main:763-391-5959 Fax: 763-391-5960
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Meltz Industries LLC N7565 Bodart Court Seymour. WI54165 E-Mail: Cmeltz@meltzindustries.com Website: www.meltzindustries.com	Crystal & Charles Vendor #144945 Oneida Nation WBE Certified MDE Certified	(920) 609-1548 (920)-850-3994
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Tee Construction LLC 4150 Merrimac Way Oneida, WI 54155 E-Mail: Anthonyfranco@Gmail.com	Anthony Franco Oneida Vendor NAICS CODE 236115, 1521	(920) 865-5468
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White Buffalo Trucking LLC. W1357 Tall Feather Way Seymour, WI. 54115 E-Mail: ahacker1@new.rr.com	Amy & Cale Hacker Vendor # 147141 Oneida Nation DBE Certified	(920) 737-4520 (920) 737-4520 cell
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CONSTRUCTION & INDUSTRIAL SUPPLIES

Omega Fields Inc. dba, Cool Running Air Conditioners & More 3708 Playbird Rd. Sheboygan WI. 53083 E-Mail: Sean@Omegafields.com Web Site: www.coolrunnlnghs.com	Sean Moriarty Vendor # Oneida Vendor	Main 920-797-4602 Fax 920-476-1000 Cell 920-889-9273
Mission Support Services 1033 N. Mayfair Road, Suite 202 Milwaukee, WI. 53226 Email: MKunstman@oesllc.com MBE Certified Web Site: www.ms2llc.com	Matt Kunstman Vendor # 134114 Oneida Owned	(920) 360-6710 cell (920) 884-3970 (414) 257-2492 Fax

CONSTRUCTION MANAGEMENT

Greenfire Management Services, LLC 3215 W. State Street Ste.200 Milwaukee, WI 53208 www.greenfire.com Email Address: bids@greenfire.com <u>NIGP Codes 236116, 236210, 236220, 531390</u>	Jeb Meier Vendor # Potawatomi Tribe MBE Certified	(414)290-9400 (414-290-9435 Fax (715)-210-5356 cell
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CONSULTANT

Oneida Total Integrated Enterprise 2555 Packerland Drive Green Bay, WI. 54313 E-Mail: mkunstman@otie.com Website: www.otiesolutions.com	Matt Kunstman Vendor #134114 Oneida Vendor SBA Certified	(920) 360-6710 cell (920) 884-3970 (920) 884-3989 fax
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Universal Consulting Solutions LLC 2920 Freedom Rd Oneida, WI 54155 E-Mail: tracey@uconsolutions.com Website/URL: https://www.uconsolutions.com	Tracey Cordova Vendor # Oneida Vendor	(920) 606-4456
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DEMOLITION

Meyer Contracting, Inc., 11000 93 rd Ave N Maple Grove MN 55369 Email: estimating@meyerci.com Website: meyercci.com	Verlyn Schoep Oneida Vendor MBE certified	Main:763-391-5959 Fax: 763-391-5960
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Mission Support Services 1033 N. Mayfair Road, Suite 202 Milwaukee, WI. 53226 E-Mail: MKunstman@oesllc.com Web Site: www.ms2llc.com	Matt Kunstman Vendor #144118 Oneida Vendor SBA Certified	(920) 360-6710 cell (920) 884-3970 (414) 257-2492fax
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White Buffalo Trucking LLC. W1357 Tall Feather Way Seymour, WI. 54115 E-Mail: ahacker1@new.rr.com	Amy & Cale Hacker Vendor # 147141 Oneida Vendor DBE Certified	(920) 737-4520 (920) 737-4520 cell
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DRYWALL & INSULATION

Align Remodeling & Construction LLC 3701 N. Casaloma Drive Appleton, WI. 54913 E-Mail: nick@alignremodelingllc.com Web Site: www.alignremodelingllc.com	Kimberly Smith Vendor #	(920) 475-3685
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Denkins Drywall, Inc. W2024 Industrial Drive Kaukauna WI 54130 E-Mail: info@denkinsdrywallinc.com Web site: www.denkinsdrywallinc.com	Jeff Denkins Vendor # Sault Ste Marie Tribe	(920) 788-5552 (920) 7884080 fax (920) 851-1475cell
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Tee Construction LLC 4150 Merrimac Way Oneida, WI 54155 E-Mail: Anthonyfranco@Gmail.com	Anthony Franco Oneida Vendor NAICS CODE 236115, 1521	(920) 865-5468
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EXCAVATION

Meltz Industries LLC N7565 Bodart Court Seymour. WI54165 E-Mail: Cmeltz@meltzindustries.com Website: www.meltzindustries.com	Crystal Meltz Vendor # #144945 Oneida Vendor WBE Certified MDE Certified	(920)609-1548 (920)-850-3994
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White Buffalo Trucking LLC. W1357 Tall Feather Way Seymour, WI. 54115 E-Mail: ahacker1@new.rr.com	Amy & Cale Hacker Vendor # 147141 Oneida Vendor DBE Certified	(920) 737-4520 (920) 737-4520 cell
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FIRE ALARM/LIFE SAFETY, ACCESS CONTROL & SECURITY SYSTEMS

O-Tech Soluitons, LLC 2075 Wintercress Drive Green Bay WI 54313 E: Mail: cd@o-techsolucitons.com Website/URL: https://o-techsolutions.com/	Curtis Danforth 8(a) MBE Certification	(920)265-2611
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FLOORING

Mavid Construction Services, LLC. 1609 Western Avenue, Suite A Green Bay, WI. 54303 Email: Zoar@mavidconstruction.com	Zoar Fulwilder Vendor # 137381	(920) 965-0271 (o) (888) 494-0504 fax (920) 655-6023 cell
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FOOD SERVICE

WT Creations/Sister Bread W280 Reformatory Rd Oneida, WI. 54155 E-Mail: wthatsme@yahoo.com	Winnifred L. Vendor #135747 Oneida Nation	(920) 869.1150 (920) 883-1124 cell
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GAMING EQUIPMENT/UNIFORMS

Gitchi Games, Inc. P.O. Box 335 Prescott, WI 54021 E-Mail: gjohn@gitchigaming.com Website: www.gitchigaming.com	Gregory B. Johns Vendor #105692 Oneida Nation MBE Certified	(715) 262-8899 (715) 262-3447 fax
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GENERAL CONTRACTOR

Meyer Contracting, Inc., 11000 93 rd Ave N Maple Grove MN 55369 Email: estimating@meyerci.com Website: meyercci.com	Verlyn Schoep Oneida Vendor MBE certified	Main:763-391-5959 Fax: 763-391-5960
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Mission Support Services 1033 N. Mayfair Road, Suite 202 Milwaukee, WI. 53226 E-Mail: MKunstman@oesllc.com Web Site: www.ms2llc.com	Matt Kunstman Vendor #134114 Oneida Owned SBA Certified	(920) 360-6710 cell (920) 884-3970 (414) 257-2492fax
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HVAC SALES WHOLESALE EQUIPMENT

Omega Fields Inc. dba, Cool Running Air Conditioners & More 3708 Playbird Rd. Sheboygan WI. 53083 E-Mail: Sean@Omegafields.com Website: www.coolrunnlnghs.com	Sean Moriarty Vendor # <u>Oneida Vendor</u>	Main 920-797-4602 Fax 920-476-1000 Cell 920-889-9273
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Diamond HVAC LLC 922 Lambeau St Green Bay, WI 54303 E-Mail: Diamondhvacllc@gmail.com Website: https://diamondhvacgb.com	Fawne Rasmussen Vendor #145210 Tribe; Oneida Tribe	920-764-2482
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HOME RENOVATION & REPAIR

Align Remodeling & Construction LLC 3701 N. Casaloma Drive Appleton, WI. 54913 E-Mail: nick@alignremodelingllc.com Web Site: www.alignremodelingllc.com	Kimberly Smith Vendor #	(920) 475-3685
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Tee Construction LLC 4150 Merrimac Way Oneida, WI 54155 E-Mail: Anthonyfranco@Gmail.com	Anthony Franco Oneida Vendor NAICS CODE 236115, 1521	(920) 865-5468
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INTER-TRIBAL DEPARTMENTS & ENTERPRISES

Anna John Resident Centered Care 2901 S. Overland Road Oneida, WI 54155 E-Mail:	Vendor #100762 Oneida Vendor	(920) 869-2797 (920) 869-3238 fax
Bay Bank Packerland Drive Green Bay, WI 54313 Website: www.baybankgb.com	Jeff Bowman Vendor #112294 Oneida Vendor	(920) 490-7600 (920) 490-0930 fax
Department of Public Works (Plumbing) W1278 Ranch Road Oneida, WI. 54155 E-Mail	Vendor #105007 Oneida Vendor	(920) 869-1059 (930) 869-1559 fax (920) 713-8644 cell
Mission Support Services 1033 N. Mayfair Road, Suite 202 Milwaukee, WI. 53226 E-Mail: MKunstman@oesllc.com Web Site: www.ms2llc.com	Vendor #134114 Oneida Vendor SBA Certified	(920) 360-6710 cell (920) 884-3970 (414) 257-2492 fax
Oneida Community Cannery (Tsi?Kute K) N7210 Seminary Road Oneida, WI 54155 E-Mail: cannery@oneidanation.org	Vendor # Oneida Vendor	(920) 869-4579 (920) 869-1059 fax (920) 869-4379
Oneida Nation Agricultural Center N6010 County Road C Seymour, WI. 54155 E-Mail: farm@oneidanation.org Oneida Nation Agri Center (Farm & Orchard)	(Farm & Orchard) Vendor #100078 Oneida Vendor	(920) 833-7952 (920) 833-2559 fax (920) 833-7952
Oneida Nation Wardrobe Department 2170 Airport Rd Green Bay, WI 54313	Vendor # Oneida Vendor	(920) 494.4500 (920)429.3444
Oneida Printing Enterprises PO Box 365 Green Bay, WI 54303 E-Mail: MDANFOR8@oneidanation.org	Vendor #100807 Oneida Vendor MBE Certified	(920) 496-5624
Oneida Total Integrated Enterprise 2555 Packerland Drive Green Bay, WI. 54313 E-Mail: mkunstman@otie.com Website: www.otiesolutions.com	Vendor #134114 Oneida Nation Owned SBA Certified	(920) 360-6710 cell (920) 884-3970 (920) 884-3989 fax

Radisson Hotel & Conference Center
2040 Airport Drive
Green Bay, WI. 54311
Website: www.radisson.com/greenbaywi

Oneida Airport Hotel (920) 494-7300
Vendor #100047 (920) 494-9599 fax
Oneida Nation Owned

Wingate by Wyndham Green Bay
2065 Airport Drive
Green Bay, WI. 54311
Website: www.wingatehotels.com/greenbaywi

Oneida Airport Hotel Corp. (920) 617-2000
Vendor #122788 (920) 617-2001 fax
Oneida Nation Owned

LANDSCAPING

Meltz Industries LLC
N7565 Bodart Ct
Seymour, WI 54165
E-Mail: Cmeltz@meltzindustries.com
Website: www.meltzindustries.com

Crystal & Charles Meltz (920) 609-1548
Vendor # 144945
Tribe; Oneida Nation
WBE Certified
MDE Certified

OFFICE SUPPLIES

True North Resources
4906 S. Woodlawn PL
Milwaukee, WI 53228
E-Mail: kathrynt@truenorth-resources.com
Website:

Kathry F. Tureske (414) 460-4909
Vendor # # (414)-529-1013
Oneida Vendor

PAINTING

Align Remodeling & Construction LLC
3701 N. Casaloma Drive
Appleton, WI. 54913
E-Mail: nick@alignremodelingllc.com
Site: www.alignremodelingllc.com

Kimberly Smith (920) 475-3685
Vendor #

Go-Green Painting, LLC
1440 Acorn Drive
Green Bay, WI 54304
E-mail Address: gogreenpainting@new.rr.com
Website: www.go-greenpainting.com

Allen Danforth (920) 366-0778
Vendor # 139589 Office & Cell
Tribe; Oneida Nation

PHOTOGRAPHER

D. King of Images, LLC
N6944 Cornelius Circle
Oneida, WI. 54155
E-Mail: dking5293@me.com
Website: www.dkingofimages.com

Dennis D. King (920) 606-5464 cell
Vendor #133675
Tribe, Oneida Nation

PLUMBING

Department of Public Works (Plumbing) W1278 Ranch Road Oneida, WI. 54155	Vendor #105007 Oneida Vendor	(920) 869-1059 (930) 869-1559 fax (920) 713-8644 cell
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Meltz Industries LLC N7565 Bodart Court Seymour, Wi 54165 E-Mail: Cmeltz@meltzindustries.com Website: www.meltzindustries.com	Crystal Meltz Vendor # #144945 Oneida Vendor WBE Certified MDE Certified	(920) 609-1548 (920)-850-3994
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PRINT SHOP

Oneida Printing Enterprises PO Box 365 Green Bay, WI 54303 E-Mail: MDANFOR8@oneidanation.org	Vendor #100807 Oneida Vendor	(920) 496-5624
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SAFETY CONSULTING

Mission Support Services 1033 N. Mayfair Road, Suite 202 Milwaukee, WI. 53226 E-Mail: MKunstman@oesllc.com Web Site: www.ms2llc.com	Matt Kunstman Vendor #134114 Oneida Owned SBA Certified	(920) 360-6710 cell (920) 884-3970 (414) 257-2492fax
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SITE PREPERATION

Meltz Industries LLC N7565 Bodart Ct Seymour, WI 54165 E-Mail: Cmeltz@meltzindustries.com Website: www.meltzindustries.com	Crystal & Charles Meltz Vendor # 144945 Tribe: Oneida Nation WBE Certified MDE Certified	(920) 609-1548
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SNOWPLOWING, RESIDENTIAL/COMMERCIAL

Josh Bailey Concrete LLC 1949 Candle Way Green Bay, WI 54304 E-Mail: jbconstr123@gmail.com Web Site: Josh Bailey Concrete.com	Josh Bailey Vendor # 147125 Tribe: Oneida Nation	(920) 569-9708 cell
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White Buffalo Trucking LLC. W1357 Tall Feather Way Seymour, WI. 54115 E-Mail: ahacker1@new.rr.com	Amy & Cale Hacker Vendor # 147141 Tribe: Oneida Nation DBE Certified	(920) 737-4520 (920) 737-4520 cell
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SOLID WASTE LANDFILL

Vandekamp Services, LLC N6429B County Rd E DePere, WI 54115 E-Mail Address: jesswallenfang@gmail.com	Jessica & Cory Vandekamp Vendor # 146916 Tribe; Oneida Nation	(920) 241-5763
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STRUCTURED CABLING, CCTV

O-Tech Solutions, LLC 2075 Wintercress Drive Green Bay WI 54313 E: Mail: cd@o-techsolucitons.com Website/URL: https://o-techsolutions.com/	Curtis Danforth 8(a) MBE Certification	(920)265-2611
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TRUCKING

White Buffalo Trucking LLC. W1357 Tall Feather Way Seymour, WI. 54115 E-Mail: ahacker1@new.rr.com	Amy & Cale Hacker Vendor # 147141 Tribe; Oneida Nation DBE Certified	(920) 737-4520 (920) 737-4520 cell
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TELECOMMUNICATIONS, ELECTRICAL & SPECIAL SYSTEMS

O-Tech Solutions, LLC 2075 Wintercress Drive Green Bay WI 54313 E: Mail: cd@o-techsolucitons.com Website/URL: https://o-techsolutions.com/	Curtis Danforth 8(a) MBE Certification	(920)265-2611
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VOICE & DATA COMMUNICATIONS SYSTEMS

O-Tech Solutions, LLC 2075 Wintercress Drive Green Bay WI 54313 E: Mail: cd@o-techsolucitons.com Website/URL: https://o-techsolutions.com/	Curtis Danforth 8(a) MBE Certification	(920)265-2611
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WATER & SEWER LINE CONSTRUCTION

Meltz Industries LLC N7565 Bodart Ct Seymour, WI 54165 E-Mail: Cmeltz@meltzindustries.com Website: www.meltzindustries.com	Crystal & Charles Meltz Vendor # 144945 Tribe: Oneida Nation WBE Certified MDE Certified	(920) 609-1548
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WINDOW SERVICE

Championship Window Cleaning LLC
2130 W. Tripoli Ave
Milwaukee, WI 53221
E-Mail: championshipwindowcleaning@outlook.com

Meeyoqitut Joseph Spencer
Vendor #
Tribe; Oneida Nation

(608)628-4111

ATTACHMENT 4-Permit Fee Schedule



ONEIDA ZONING DEPARTMENT PERMIT FEE SCHEDULE

Adopted By Oneida Business Committee Resolution – March 13, 2013

Residential / UDC / R1, R2

SPS 320 - 325

General Construction *	\$ 25.00	
Electrical	\$ 25.00	
Plumbing	\$ 25.00	
HVAC	\$ 25.00	
Fire Suppression System	\$ 25.00	
Land Use	\$ 25.00	(Oneida Law 605.10-1)

Permits Not Required for Replacement of non-structural items (following are examples), A permit taken out for work under this section has no fees attached.

Windows	Flooring
Soffit / Fascia	Driveway
Siding	Toilets / Sinks
Re shingling roof	Concrete Patios
Water Heater	

Emergency Furnace Replacement

Furnace is installed
 Contractor reports installation to Oneida Zoning
 Contractor submits affidavit to Oneida Zoning (Emergency Furnace Affidavit)
 \$25.00 payment (HVAC FEE)

PUD (Oneida Law 605.9)

Filing Fee	\$500.00
Deposit	**

Razing Permit (Oneida Law 603.20)

R-1	\$25.00
Agriculture	\$75.00
Commercial	\$200.00

* Includes Pools, Fences, Accessory Buildings

** As determined by the Zoning Administrator on a project by project basis

Commercial / IBC

SPS 360 – 366

Plan Review	.08 sq. ft.	\$75.00 min
General Construction*	.08 sq. ft.	\$250.00 min
Electrical	.04 sq. ft.	\$250.00 min
Plumbing / Fire Suppression	.04 sq. ft.	\$250.00 min
HVAC	.04 sq. ft.	\$250.00 min

Note: Sq. Ft. is calculated on total floor area.

Land Use		
Seasonal Lawn and Garden	\$100.00	
≤ 1 acre	\$200.00	(1 acre or less)
>1 acre	\$500.00	(Greater than 1 acre)
Temporary Structures **		
≤400 sq ft	\$100.00	
>400 sq ft	Case by Case ***	

Plan Review / Commercial (allow 2 weeks)

Required Documentation

- Full Set of Construction Documents (to include all trades / disciplines)
- Project Manual
- Copy of State Submittal Application
- Copy of State Review Approval Letter (when received)
- Project Data
- Applicable Codes
- Associated Calculations

- * Includes storm water, erosion control
- ** Less than 400 SF and less than 184 days (tents, canopies)
- *** Special Outdoor Events / Examples (Pow Wow, Apple Fest / NFPA1 10.15)

Sanitary / Private Onsite Waste Treatment System (POWTS)

SPS 383

R-1 (one and two family dwelling)

New	\$100
Existing *	\$100
Holding Tanks	\$150

Commercial

New	\$400
Existing *	\$400
Holding Tank	\$500

* Replacement, modify, repair to more than two components

Additional fees charged by other programs

1. Utility connection fees, tribal system – Oneida Utilities Department
2. Non-tribal systems – appropriate Authority Having Jurisdiction.
3. Storm Water fees – Oneida Environmental Department, (this fee is in addition to Land Use Permit fees paid to the Zoning Department).

Signs

Oneida Law 605.11

FEES

\$25.00

Wall Banner	< 48 sf	< 90 days	
Comm, Industrial, Institutional, Agriculture Districts			
Wall Sign	< 50 sf	< 30' high	
Comm, Industrial, Institutional, Agriculture Districts			
Seasonal Business Sign	< 32 sf	< 30 days	
Comm, Industrial, Institutional, Agriculture Districts			
Mobile Mounted Sign	< 48 sf	< 90 days	< 8' high
Comm, Industrial Districts			
Free Standing Sign	< 10 sf per side		
Comm, Industrial, Institutional, Agriculture Districts			
2 side limit			
Window Signs	< 25% of window pane		

\$50.00

Electric Message Center	< 150 sf per side		
Comm, Industrial, Institutional, Agriculture Districts			
2 side limit			
Ground Signs	< 250 sf per side	< 50' high	
Comm, Industrial, Institutional, Agriculture Districts			
2 side limit			

\$500.00

Billboards	< 300 sf		
≤ 300 sf			
≥ 301 – 700 (Requires a Conditional Use Permit)			