



# Ho-Chunk Nation

## Request for Proposal for Audit Services for a Tribal Governmental Organization RFP Number: 111811HCNAUDT

This Request for Sealed Proposal (RFP) is for the purpose of contracting with a qualified firm to provide the Ho-Chunk Nation an audit of its financial statements for the fiscal year ending 2017, along with other required audit procedures, with the option of auditing its financial statements for each of the three subsequent fiscal years (2018, 2019, 2020), subject to satisfactory performance, continuing need, and availability of funding, as outlined within this document. All requirements are as per specifications enclosed herein.

**Proposal Due Date: April 25, 2018 at 2:00pm (CST)**

General Requirement: This is a Request for Sealed Proposal (see attached). Proposal will be opened and evaluated in private and proposal information will be kept confidential until an award is made. **One (1) original and ten (10) copies of the complete proposal are to be submitted. Pricing is to be submitted in a separate envelope marked "PRICING".**

Proposal of:

Company Name: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

Contact Person: \_\_\_\_\_

Telephone: \_\_\_\_\_

Facsimile/Email: \_\_\_\_\_

### Schedule of Events

Release of RFP on Website	March 21, 2018
Deadline for Questions by e-mail via addendum	April 5, 2018 by 4:00pm (CST)
Internet Posting of Answers to written questions	April 12, 2018 by 4:00pm (CST)
Proposals Due Date	April 25, 2018 at 2:00pm (CST)

**Proposers should consult the website: <http://ho-chunknation.com/Proposal> daily for RFP Addendum, clarifications, schedule changes or other important information.**

**Proposals shall be submitted to:**

**Catherine Link, CPPB CAM  
Procurement Manager  
Ho-Chunk Nation Department of Treasury  
Procurement Division  
PO Box 640  
W9814 Airport Road  
Black River Falls, WI 54615**

**Contact Person:**

**Dakota Walton-Smith  
Procurement Agent  
Ho-Chunk Nation Department of Treasury  
Procurement Division  
PO Box 640  
W9814 Airport Road  
Black River Falls, WI 54615  
Phone: 800-779-2873, Ext 1243  
Email: [Dakota.Walton-Smith@ho-chunk.com](mailto:Dakota.Walton-Smith@ho-chunk.com)**

## Ho-Chunk Nation **Proposal Letter**

We propose to furnish and deliver any and all of the deliverables and services named in the attached Request for Proposal (RFP)

It is understood and agreed that this proposal constitutes an offer, which when accepted in writing by the Ho-Chunk Nation is subject to the terms and conditions of such acceptance and will constitute a valid and binding contract between the undersigned and the Ho-Chunk Nation.

It is understood and agreed that we have read the Ho-Chunk Nation's specifications shown or referenced in the RFP and that this proposal is made in accordance with the provisions of such specifications. By our written signature on this proposal, we guarantee and certify that all items included in this proposal meet or exceed any and all such specifications.

We verify that all information contained in this proposal is truthful to the best of our knowledge and belief. We further certify that we are duly authorized to submit this proposal on behalf of the firm and that the firm is ready, willing and able to perform if awarded the contract.

The laws of the Ho-Chunk Nation will govern any agreement relating to the provision of goods and services contemplated by this RFP. In addition, the service provider under such an agreement will comply with all applicable laws, regulations, and policies of the Nation.

We hereby propose to furnish the goods or services specified in the Request for Proposal. We agree that our proposal will remain firm for a period of up to 120 days in order to allow the Ho-Chunk Nation adequate time to evaluate the qualifications submitted.

**MANDATORY PAGE**  
**PROPOSAL SIGNATURE AND CERTIFICATION**  
(Proposal Letter must be signed and returned with proposal)

I/We certify that this proposal is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a proposal for the same materials, supplies, equipment, or services and is in all respects fair and without collusion or fraud. I/We understand collusive proposing is a violation of State and Federal law. No officer, employee or agent of the Ho-Chunk Nation or any other proposer is interested in said proposal and that the undersigned executed this Proposer's Certification with full knowledge and understating of the matters therein contained and was duly authorized to do so. I/We agree to propose by all conditions of the proposal and certify that I/We are authorized to sign this proposal for the proposer.

\*\*State of Incorporation \_\_\_\_\_

\_\_\_\_\_  
(Individual – Partnership – Company – Corporation)

\_\_\_\_\_  
(Business Address)

\_\_\_\_\_  
(City, State, and Zip Code)

\_\_\_\_\_

(Title)

\_\_\_\_\_

(Title)

\_\_\_\_\_

(Fax No)

\_\_\_\_\_  
(Date)

# Table of Contents

1	BACKGROUND INFORMATION.....	8
	1.1 General.....	8
	1.2 Gaming Facilities.....	8
	1.3 Non-Gaming Facilities.....	9
	1.4 Health Care Facilities.....	9
2	STATEMENT OF WORK .....	10
3	SCOPE OF WORK.....	10
	3.1 Summary of areas of Engagement.....	10
	3.2 Audit Period.....	11
	3.3 Explanation of Audit.....	11
	3.4 Reports Required.....	13
	3.5 Reports Due.....	14
	3.6 Other Deliverables.....	14
4	TERMS & CONDITIONS.....	14
	4.1 Receipt & Handling.....	14
	4.2 Evaluation of Proposal .....	14
	4.3 Discussion of Proposal .....	14
	4.4 Negotiations.....	14
	4.5 Notice of Unacceptable Proposal .....	15
	4.6 Reserved Rights.....	15
	4.7 Incurred Cost.....	15
	4.8 Award.....	15
	4.9 Criteria for Selection.....	15
	4.10 Item left Blank.....	16
	4.11 Security.....	16
	4.12 OSHA Requirements.....	17
	4.13 Purchase Extension.....	17
	4.14 Item left Blank.....	17

4.15 Taxes.....	17
4.16 Payments.....	17
4.17 Proposer Responsibilities.....	17
4.18 Interpretation or Correction of Request for Proposals.....	18
4.19 Compliance with Laws.....	18
4.20 Recourse for Unsatisfactory Materials.....	18
4.21 Termination.....	18
4.22 Rejection of Proposal, Waivers or Irregularities.....	18
4.23 Milestones.....	18
4.24 Workmanship.....	19
4.25 Insurance.....	19
4.26 Evidence of Insurance.....	19
4.27 Hold Harmless Clause.....	20
4.28 Choice of Law and Venue.....	20
4.29 Directions for Submission.....	21
4.29a Submittal.....	21
4.29b Pricing.....	21
4.29c Proposal Letter.....	21
4.30 Fair Employment Practices.....	22
4.31 Anti-Kickback Clause.....	22
4.32 Item left Blank.....	22
4.33 Debarment and Suspension.....	22
4.34 Security.....	22
4.35 RFP Addendums.....	22
4.36 Proposal Withdrawal.....	22
4.37 Contract.....	23
4.38 Default.....	23
4.39 Restrictions on Communication with Staff.....	23
4.40 Conflict of Interest.....	23
4.41 Ethics in Public Contracts.....	23
4.42 Confidentiality Requirements and Public Information Disclosure.....	24

	4.43 RFP Cancellation.....	24
5	DESCRIPTION of REQUIREMENTS.....	24
	5.1 Terminology.....	24
	5.2 Items to be Provided in Proposal.....	24
	5.3 Organization.....	24
	5.4 Proposer Experience.....	25
	5.5 Staff Qualifications.....	25
	5.6 Performance.....	26
	5.7 Fee Structure.....	26
	5.8 Audit Review and Reports.....	27

## **1.0 BACKGROUND INFORMATION**

### **1.1 General**

The Ho-Chunk Nation (Nation) is a sovereign government dedicated to improving the lives of its constituents. In 1963, the Wisconsin Winnebago Nation was recognized as a federal tribe pursuant to the Indian Reorganization Act of 1934. On November 1, 1994, the Wisconsin Winnebago Nation officially changed its name to the Ho-Chunk Nation when the Secretary of the Interior formally recognized its new constitution. The Nation's main office is located in Black River Falls, Wisconsin. In addition to its government operations, the Nation currently operates six (6) gaming facilities, two (2) hotels, a resort, a convention center, five (5) convenience stores, a gift shop and a number of other ancillary businesses.

### **1.2 Gaming Facilities**

**HO-CHUNK GAMING – WISCONSIN DELLS CASINO, BINGO, and HOTEL & CONVENTION CENTER:** Ho-Chunk Gaming – Wisconsin Dells Casino in Baraboo, WI was the first of the Ho-Chunk Nation's Class III Casinos and was established in October 1993. Ho-Chunk Gaming – Wisconsin Dells Casino offers more than 2,110 slot machines and 62 tables. Ho-Chunk Gaming – Wisconsin Dells Bingo was one of the first gaming enterprises for the Nation, which began in 1983 and is currently operating as a 600-seat hall. Ho-Chunk Gaming – Wisconsin Dells Hotel has 302 rooms and suites and operates more than 60,000 square feet of convention space. In June 2008, a new swimming pool opened for patrons to use. Patrons of the hotel also have access to the House of Wellness, which provides a small business room, fitness center, and basketball court.

**HO-CHUNK GAMING – NEKOOSA CASINO:** Ho-Chunk Gaming – Nekoosa Casino in Nekoosa, WI opened in late 1993 and offers more than 650 slots and 9 tables. Ho-Chunk Gaming – Nekoosa Casino offers Black Jack, Poker and Roulette.

**HO-CHUNK GAMING – BLACK RIVER FALLS CASINO, BINGO & HOTEL:** Ho-Chunk Gaming – Black River Falls Casino in Black River Falls, WI opened June of 1996 and was modified in February 1999 to add 200 more slot machines and 12 tables. It is currently operating with 632 slot machines and 11 tables. It offers Roulette, Black Jack and Poker. Ho-Chunk Gaming – Black River Falls Bingo, previously known as the Sands Bingo, also began operations in 1983 and is currently operating a 462-seat facility. Ho-Chunk Gaming – Black River Falls Hotel has 60 rooms, a swimming pool, and meeting rooms are available.

**HO-CHUNK GAMING – TOMAH CASINO:** Ho-Chunk Gaming – Tomah Casino in Tomah, WI was opened in July 2004 with 100 slot machines. Ho-Chunk Gaming - Tomah Casino is an ancillary site with remote management and is currently operating with 98 slot machines.

HO-CHUNK GAMING – WITTENBERG CASINO: Ho-Chunk Gaming – Wittenberg Casino in Wittenberg, WI was opened in November 2008 and is currently operating with 504 slot machines.

HO-CHUNK GAMING – MADISON: Ho-Chunk Gaming - Madison in Madison, WI was built in 1995, but did not begin operations until 1999 as a 1000-seat bingo hall, electronic bingo, and a varied food venue. The facility was renovated in September 2006, and began full operations as a Class II Gaming Hall in December 2006. It is currently operating 1,100 Class II gaming machines and 8 Electronic Poker Tables.

### **1.3 Non - Gaming Facilities**

#### CONVENIENCE STORES (C-Stores)

All of the convenience stores offer three (3) levels of unleaded gasoline and as of July 2008 offer diesel fuel. In addition to fuel and cigarette/tobacco products, the stores offer the standard c-store products with varying levels of other general, novelty, and gift items. The stores locations on trust land provide a tax advantage in cigarette sales as well as an advantage in fuel pricing.

Whitetail Crossing – Baraboo

Whitetail Crossing – Black River Falls

Whitetail Crossing – Nekoosa

Whitetail Crossing – Tomah

Whitetail Crossing – Wittenberg

Blue Wing Enterprises LLC

Ho-Chunk Lynwood Properties Sports and Expo

### **1.4 Health Care Facilities**

The Ho-Chunk Nation Department of Health operates two accredited clinics: Ho-Chunk Health Care Center in Black River Falls, WI and the House of Wellness Clinic in Baraboo, WI. Each clinic provides medical, dental, optical, pharmacy and podiatry services to tribal members and Ho-Chunk Nation employees and families.

## **2.0 STATEMENT OF WORK**

Request for Proposals (RFP) is a method of procurement permitting discussions with responsible proposers and revisions to proposals prior to award of a contract. Proposals will be opened and evaluated in private. Award will be based on criteria set forth Herein.

The purpose of this Request for Proposal (RFP) is to obtain competitive proposal packages from responsible, qualified proposers to provide an audit of the financial statements of the governmental activities, the business-type activities, each major fund, and the aggregate remaining fund information, including the related notes to the financial statements, which collectively comprise the basic financial statements of Ho-Chunk Nation. The objective of this proposal is to enter into a contract with a qualified proposer to provide financial audit services. This is a limited scope audit in accordance with DOL regulation 29 CFR 252.103-8. The audit must be performed in accordance with generally accepted auditing standards as well as ERISA and DOL requirements.

The Ho Chunk Nation seeks an experienced public accounting firm, whose principle officers are independent certified public accountants, certified or licensed by a regulatory authority of a state or other political subdivision of the United States. The Nation typically re-proposals audits every 3 to 5 years. We have been with the current proposer for a time period that requires re-proposing.

The audit period shall be for the fiscal year beginning July 1, 2017 and ending June 30, 2018. Pricing should include a base period plus two option periods. Please note however, the contract, regardless of the length of the term will be subject to the Nation's right to terminate the contract, with or without cause, upon prior written notice.

## **3.0 SCOPE OF WORK**

The proposer shall:

Conduct a survey of the financial and compliance activities of the Ho-Chunk Nation, analyze the data gathered and develop an audit work plan which will provide the audit coverage required by OMB Circular A-133.

Perform an organization-wide financial and compliance audit in accordance with the approved audit work plan; OMB Circular A-133; applicable American Institute of Certified Public Accountants (AICPA) Audit guides and professional standards; and guidance provided by the Ho-Chunk Nation.

In performing audit surveys and the work required in this contract, the proposer shall comply with the Generally Accepted Auditing Standards developed by the AICPA and those developed by the U.S. General Accounting Office (Government Auditing Standards).

### **3.1 Summary of Areas of Engagement**

- Ho-Chunk Nation GASB 34 Audit
- Ho-Chunk Nation Single Audit
- Ho-Chunk Nation Accounting Certification

- Ho-Chunk Nation Gaming compilation

As soon as practicable, and within thirty (30) days after the end of each Fiscal Quarter (including the fourth Fiscal Quarter in any Fiscal Year), the consolidated and consolidating balance sheet of the Enterprises as at the end of such fiscal Quarter, the statement of income for the Enterprises as at the end such fiscal Quarter, and the related profit and loss and reconciliation of surplus statements and the statement of cash flows of the Enterprises for the portion of the Fiscal Year ended, all in reasonable detail, and with comparisons to the results of operations, on a pro forma basis for the same Fiscal Quarter in the prior year and the projected results of operations for such Fiscal Quarter. Such financial statements shall be certified by a Senior Officer of the Borrower as fairly presenting in all material respects the financial condition, results of operations and cash flows of the Enterprises in accordance with GAAP (other than footnote disclosures), consistently applied, as at such date and for such periods, subject only to normal year-end accruals and audit adjustments;

- Ho-Chunk Compiled Gaming Pro Forma Financial Statements

Work with the Nation's various departments including Treasury and Business to identify, estimate, and schedule out all Casino costs that are included in the Nation's governmental funds; for those Casino costs which have been identified, allocate them back to the Casinos and compile Pro Forma financial statements. Perform other services related to the financing project as requested by the Executive Director of Business and/or the Treasurer.

- Blue Wing Enterprises, LLC
- Lynwood Properties and Southland Sports and Expo Center
- Ho-Chunk Nation Convenient Stores Enterprise Funds
- Ho-Chunk Nation IT Security Audit
- Ho-Chunk Gaming Enterprise Audit and MICS AUP for all gaming properties

### **3.2 Audit Period**

- a. The audit period shall be for the fiscal year beginning July 1, 2017 and ending June 30, 2018. Pricing options must be provided for one, two and three year contract periods. Please note however, the contract, regardless of the length of the term will be subject to the Nation's right to terminate the contract, with or without cause, upon prior written notice.

### **3.3 Explanation of Audit**

- a. The Ho-Chunk Nation is an Indian Tribal Government which reports the following major governmental funds: a General Fund and Indian Health Services. The Nation reports the following major enterprise funds: Convenience stores, Ho-Chunk Gaming – Wisconsin Dells, Ho-Chunk Gaming – Black River Falls, Ho-Chunk Gaming Nekoosa, and Ho-Chunk Gaming Madison. The Nation also reports the following fiduciary fund: Minor and incompetent Per Capita Distribution Trust Fund (agency fund). The organization also includes the following limited liability companies: Lynwood Properties LLC and Blue Wing

LLC. The 2010 Ho-Chunk Nation Audited Financial Statements reflect the following concerning total revenues, expenditures or expenses:

**b. Major Enterprise Funds**

- i.* Convenience stores, Ho-Chunk Gaming – Wisconsin Dells, Ho-Chunk Gaming – Black River Falls, Ho-Chunk Gaming Nekoosa, and Ho-Chunk Gaming Madison.

**c. Fiduciary Fund**

- i.* Minor and incompetent Per Capita Distribution Trust Fund (agency fund).
- ii.* Pension Trust Fund (401k) – Accounts for the assets and liabilities of the unqualified employee retirement plan..

**d. Limited Liability Companies**

- i.* Lynwood Properties LLC and Blue Wing LLC.

**e. General Fund**

- i.* This fund's revenues are generated from various management fees, leases, taxes and special charges that are unrestricted in their nature.
- ii.* This fund is administered in conjunction with the Debt Service Fund, the General Fixed Assets Group of Accounts and the Long-Term Debt Group.

**f. Indian Health Service Fund**

- i.* This fund accounts for the Tribe's centralized administrative functions.

**g. General Fixed Asset Account Group**

- i.* Equity of \$26,000,000
- ii.* This fund maintains property records for all centralized departments of the Tribe.

**h. Long-Term Debt Account Group**

- i.* This fund maintains financial records on the debt of the Tribe including notes payable in the amount of \$71,600,439 as of June 30, 2017.
- ii.* This fund is administered in conjunction with the General Fund, Debt Service Fund, and the General Fixed Asset Account Group.

**i. Payroll & Benefits**

i. The Tribe processes payroll internally within the Department of Treasury. Total gross pay for fiscal year 2017 was \$125,245,795. This amount does not include payroll expense for the LLCs. The Nation has a 401 (k) retirement plan for the benefit of its employees. For fiscal year 2017 the recorded expenses for matching contributions totaled \$472,780.13 and the employee contributions totaled 3,010,037.31. The Nation has established a self-insured workers' compensation fund plan and health self-insurance program.

**j. Banking Accounts**

i. There are approximately 58 separate bank accounts maintained within all the funds.

ii. Interfund activity will be reconciled by accounting staff.

**k. Financial Information System**

i. The Nation's current data processing system is Harris Data operating on an IBM iSeries (AS400) computer system running on an OS 400 operating system. The casinos run International Gaming Technologies (IGT) software which uses Microsoft SQL server on Windows 2003.

ii. This fund's financial records are fully computerized using Harris Data Accounting software.

iii. The Debt Service Fund's financial records are accumulated at year end from our computerized Harris Data Accounting system.

iv. The General Fixed Asset Account Group records are maintained on \_Harris Data software.

v. The Long-Term Debt Account Group fund's financial records are accumulated at year end from our computerized Harris Data system.

**3.4 Reports Required**

a. The proposer shall prepare reports in accordance with all applicable Standards, including OMB Circular A-133, and the Government Auditing Standards.

b. The Audit Reports and a management letter outlining recommendations for operational improvement and annual assurances of financial management systems and related internal controls as required by Title 25, Chapter 1, of the Code of Federal Regulations, Part 276.7 and Chapter 5, Part 900.45 shall be submitted in draft form to the Tribal Treasurer. The Tribal Treasurer shall notify the audit firm of any objections or approval of the draft audit report within 10 business days of its receipt.

c.

### **3.5 Reports Due**

a. The time frame for completion of the audits shall be as follows:

i. Enterprise Funds

Financial Audit - The audit shall be completed within 90 days after the close of the fiscal year.

ii. Government

Single Audit and Government wide financial statements in accordance with OMB Circular A-133 shall be completed within 270 days after the close of the fiscal year.

b. The proposer shall submit five copies of all final reports to the Tribal Treasurer, five copies of all final reports to the Legislative Office, five copies of the enterprise's final reports to the Gaming Commission, and two copies of the enterprise's final reports to the respective enterprise's CFO/Controllers. The proposer shall submit hard copies of all final reports to all Federal Funding Agencies and an addition electronic pdf copy.

### **3.6 Other Deliverables**

a. Translation table in Excel mapping Nation's trial balance to all audited GAAP financial statements with minimal effort and any necessary assistance to accomplish.

b. Presentation of the financial audit, single and government wide financial statements to audit committee of all financial statements upon completion of each prior to the above stated deadlines.

## **4.0 TERMS AND CONDITIONS**

### **4.1 Receipt and Handling**

Proposals shall be opened in private by the Evaluation Committee to avoid disclosure of contents to competing proposers,

### **4.2 Evaluation of Proposal**

The proposals submitted by proposers shall be evaluated solely in accordance with the criteria set forth in the RFP.

### **4.3 Discussion of Proposal**

The Evaluation Committee may conduct discussions with any proposer who submits an acceptable or potentially acceptable proposal. Proposers shall be accorded fair and equal treatment with respect to any opportunity for discussion and revision of proposals. During the course of such discussions, the Evaluation Committee shall not disclose any information derived from one proposal to any other proposer.

### **4.4 Negotiations**

The Ho-Chunk Nation reserves the right to negotiate specifications, terms, and conditions, which may be necessary or appropriate to the accomplishment of the purpose of this RFP. The Nation may require the RFP and the proposer's proposal be incorporated in full or in part as Contract

Documents. This implies that this RFP and all responses, supplemental information, and other submissions provided by the proposer during discussions or negotiations may be held by the Ho-Chunk Nation as contractually binding on the successful Proposer.

#### **4.5 Notice of Unacceptable Proposals**

When the Evaluation Committee determines a proposer's proposal to be unacceptable, such proposer shall not be afforded an additional opportunity to supplement its proposal.

#### **4.6 Reserved Rights**

The Ho-Chunk Nation reserves the right at any time and for any reason to cancel this Request for Proposal, to reject any or all proposals, or contract as the best interests of the Nation require. The Nation reserves the right to waive any immaterial defect in any proposal. **Unless otherwise specified by the proposer, the Nation has no less than on hundred and twenty (120) days to accept.** The Nation may seek clarification from a proposer at any time and failure to respond promptly is cause for rejection. The Nation may require submission of best and final offers.

#### **4.7 Incurred Cost**

The cost for developing the proposal is the sole responsibility of the proposer. Ho-Chunk Nation will not provide reimbursement for such costs.

#### **4.8 Award**

Award shall be made by the Ho-Chunk Nation to the most responsive and responsible proposer whose proposal is determined to be the most advantageous to the Nation, taking into consideration price and the evaluation criteria set forth herein below.

#### **4.9 Criteria for Selection**

The following criteria and point system shall be used by the evaluation team to determine the firm or individual(s) most qualified and best suited to perform the work.

1. Qualification and Experience (50 points)

Proposer's capability in all respects to perform fully the contract requirements. This includes the proposer's experience auditing Tribal Governments & Gaming Facilities of similar nature, size, complexity, and reporting requirements as the Nation. Minimum qualifications include:

- a. The firm shall be independent of the Nation
- b. The firm shall be licensed to practice audit services in Wisconsin and be in good standing.
- c. The firm shall have the experience necessary to express an opinion of the fair presentation of the financial statements.
- d. The firm shall have extensive knowledge and experience with GFOA and the Certificate of Achievement for Excellence in Financial Reporting Program.
- e. The firm shall have the experience necessary to conduct the audit in accordance with auditing standards generally accepted in the United States of America and standards applicable to financial audits contained in Government Auditing Standards (the 'Yellow Book').

f. The firm shall have the experience necessary to issue an opinion in accordance with the provisions of OMB Circular A-133/Uniform Guidance (Single Audit).

2. Audit Approach and Timing (20 points)

This refers to the suitability of the specific audit approach and the timing of the engagement, which are described in the Specifications section below.

3. References (10 points)

The proposer shall describe its prior auditing experience including the names, addresses, telephone numbers and contact person of at least 3 prior organizations audited. Please note any clients that are tribal governments, enterprises, or corporations.

- a) The proposer shall identify the total number of Tribal Gaming clients and average length of relationships.
- b) The proposer shall provide at least three references with specific confirmation and have similar audits. Please note any audit clients that are tribal governments, enterprises, or corporations.
- c) The proposer shall identify the number of similar type audits, including the size of each plan including number of participants.

4. Cost (10 points)

This refers to the proposed price for the services listed in the RFP.

5. Compliance with RFP (10 points)

This refers to the adherence to all conditions and requirements of the RFP.

Total 100 points

#### **4.11 Security**

Proposer represents and warrants to the Ho-Chunk Nation the neither it nor any of its principles, shareholders, members, partners or affiliates, as applicable, is a person or entity named as a Specially Designated National and Blocked Person (as defined in Presidential Executive Order 13224) and that it is not acting, directly or indirectly, for or on behalf of a Specially Designated National and Blocked Person. The Proposer further represents and warrants to the Ho-Chunk Nation that the Proposer and its principles, shareholders, members, partners, or affiliates, as applicable, are not directly or indirectly, engaged in, and are not facilitating, the transactions contemplated by this Agreement on behalf of any person or entity named as Specially Designated National and Blocked Person. The Proposer hereby agrees to defend, indemnify and hold harmless the Ho-Chunk Nation, the Corporate Authorities, and all Ho-Chunk Nation elected or appointed officials, officers, employees, agents, representatives, engineers and attorneys, form and against

any and all claims, damages, losses, risks, liabilities, and expenses (including reasonable attorneys' fees and costs) arising from or related to any breach of the foregoing representation and warranties.

#### **4.12 OSHA Requirements**

The Occupational Safety and Health Act of 1970 (OSHA) “guarantees workers the right to a safe and healthful workplace”. Under Section 5 (a) (1) of the OSHA Act, the employer must “furnish to each of his employees’ employment and a place of employment which are free from recognized hazards that are causing or likely to cause death or serious physical harm to his employees.”

There are times when the Ho-Chunk Nation must hire entities and individuals (contractors) to perform services. To this end, contractors hired by the Ho-Chunk Nation must perform their duties in a manner that is compliant with all state, federal, and tribal health and safety laws and industry guidelines. It is the responsibility of the contractor to ensure that their personnel and subcontractors comply with all state, federal, and tribal health and safety laws and regulation and industry guidelines, including, but not limited to those set forth by: OSHA and related regulations, the Safety Inspection and Education Act, the Health and Safety Act, the National Institute of Occupational Safety and Health, the National Fire Protection Association, the Centers for Disease Control, American Industrial Hygiene Association, the American Council of Governmental Industrial Hygienists, the Environmental Protection Agency, and the Department of Transportation.

#### **4.13 Purchase Extension**

This contract shall be offered for purchases to be made by other counties and governmental units within the State of Wisconsin as authorized by the Government Joint Purchasing Act. All purchases and payments made under this authority shall be made directly by the governmental unit to the Proposer. The Ho-Chunk Nation shall not be responsible in any way for such purchase orders or payments. All terms and conditions of this contract shall apply to all orders placed by another governmental unit.

#### **4.15 Taxes**

The Ho-Chunk Nation is exempt from paying Wisconsin Use Tax, Wisconsin Retailers Occupation Tax, and Federal Excise Tax. (#39-1140880)

#### **4.16 Payments**

The Proposer shall furnish the Nation with an itemized invoice including all detailed support of any reimbursable expenses incurred.

#### **4.17 Proposer Responsibilities**

The selected Proposer will be required to assume responsibility for all services offered in this proposal. The Nation will consider the selected Proposer to be the sole point of contact with regard to contractual matters, including payment of any and all charges resulting from the contract.

Any contract resulting from the RFP may not be assigned, in whole or in part without written consent of the Nation. If the Proposer attempts to make such an assignment without the written consent of the Nation, the Proposer shall nevertheless remain legally responsible for all obligations under the Contract.

#### **4.18 Interpretation or Correction of Request for Proposals**

Proposers shall promptly notify the Procurement Manager of any ambiguity, inconsistency, or error, which they may discover upon examination of the Request for Proposals.

Interpretations, corrections, and changes to the Request for Proposals will be made by addendum. Interpretations, corrections, or changes made in any other manner will not be binding.

#### **4.19 Compliance with Laws**

The proposer hereto covenants and agrees to comply with all applicable federal, state, tribal, and local laws, codes, ordinances, rules and regulations. Failure to comply with the terms of this provision shall constitute a breach of contract and permit the Ho-Chunk Nation to terminate this (Request for Sealed Proposal/Proposal) in accordance with the termination provisions stated herein.

#### **4.20 Recourse for Unsatisfactory Materials**

Payment shall be contingent upon the Ho-Chunk Nation inspection or satisfaction with completed work. Any defective work or materials, non-conformance to specifications, damaged materials, or unsatisfactory installation shall be corrected to the Ho-Chunk Nation's satisfaction by the successful proposer at no additional charge.

#### **4.21 Termination**

Failure to comply with the terms and conditions as herein stated shall be cause for cancellation of the contract. The Ho-Chunk Nation will give written notice of unsatisfactory performance and the Proposer will be allowed thirty (30) days to take corrective action and accomplish satisfactory control. If at the end of the thirty days, the Ho-Chunk Nation deems the Proposer's performance still unsatisfactory, the contract shall be canceled. The exercise of its right of cancellations shall not limit the Ho-Chunk Nation's right to seek any other remedies allowed by law.

The successful proposer will agree that the resulting contract is made subject to available budgetary appropriations and shall not create any obligation on behalf of the Nation in excess of such appropriations. In the event that no funds or insufficient funds are appropriated and budgeted, this Contract shall terminate without penalty or expense to the Nation thirty (30) days after written notification of termination from the Nation.

#### **4.22 Rejection of Proposal, Waiver or Irregularities**

Ho-Chunk Nation reserves the right to reject any or all proposals, to waive irregularities, and to accept that proposal which is considered to be in the best interest of the Nation. Any such decision shall be considered final.

#### **4.23 Milestones**

Milestones will be considered in making the award and the proposers shall state, in the spaces provided expected milestones. Failure to meet said milestones without prior consent of the Procurement Manager will be considered breach of faith.

#### **4.24 Workmanship**

Items shall be manufactured according to the highest traditions of the industry and shall meet all commercial standards of quality. The Nation shall be the sole judge of acceptable products. Unacceptable products will be rejected and suitable price adjustments made.

#### **4.25 Insurance**

General The successful proposer shall maintain for the duration of the contract and any extensions thereof, at proposer's expense, insurance that includes "Occurrence" basis wording and is issued by a company or companies qualified to do business in the State of Wisconsin that are acceptable to the Nation, which generally requires that the company(ies) be assigned a Best's Rating of A or higher with a Best's financial size category of Class XIV or higher, in the following types and amounts:

- a) Commercial General Liability in a broad form, to include, but not limited to, coverage for the following where exposure exists: Bodily Injury and Property Damage, Premises/Operations, Independent Proposers, Products/Completed Operations, Personal Injury and Contractual Liability; limits of liability not less than:
  - a. \$1,000,000 per occurrence and \$2,000,000 in aggregate;
- b) Business Auto Liability to include, but not be limited to, coverage for the following where exposure exists: Owned Vehicles, Hired and Non-Owned Vehicles and Employee Non-Ownership; limits of liability not less than:
  - a. \$1,000,000 per occurrence combined single limit for: Bodily Injury Liability and Property Damage Liability;
- c) Workers' Compensation Insurance to cover all employees and meet statutory limits in compliance with applicable state and federal laws. The coverage must also include Employer's Liability with minimum limits of \$100,000 for each incident.
- d) Professional Liability Insurance with \$1,000,000 per occurrence and \$1,000,000 in aggregate.

#### **4.26 Evidence of Insurance**

The successful proposer agrees that with respect to the above-required insurance that:

- (a) The Ho-Chunk Nation shall be provided with Certificates of Insurance evidencing the above required insurance, prior to commencement of the contract and thereafter with certificates evidencing renewals or replacements of said policies of insurance at least fifteen (15) days prior to the expiration or cancellation of any such policies;
- (b) The contractual liability arising out of the contract shall be acknowledged on the Certificate of Insurance by the insurance company;
- (c) The Ho-Chunk Nation shall be provided with thirty (30) days prior notice, in writing, of Notice of Cancellation or material change and said notification requirement shall be stated on the Certificate of Insurance;
- (d) Subcontractors, if any, comply with the same insurance requirements. In addition to being named as an additional insured on the Certificate of Insurance, each liability policy shall contain an endorsement naming the Ho-Chunk Nation as an additional insured. A Copy of the endorsement shall be provided to Ho-Chunk Nation along with the Certificate of Insurance; and

(e) have Ho-Chunk Nation named as an additional insured and the address for certificate holder must read exactly as:

Ho-Chunk Nation, a sovereign nation

W9814 Airport Road

Black River Falls, WI 54615

(f) Insurance Notices and Certificates of Insurance shall be provided to:

Ho-Chunk Nation Treasury, Procurement Department

W9814 Airport Road

Black River Falls, WI 54615

The Nation shall be provided with Certificates of Insurance evidencing the above required insurance prior to the commencement of this Agreement and thereafter with the certificated evidencing renewals or changes to said policies of insurance at least fifteen (15) days prior to the expiration or cancellation of any such policies.

**The Nation shall be named as additional insured on all liability policies, and the parties acknowledge that any insurance maintained by the Nation shall apply in excess of, and not contribute to, insurance provided by successful proposer.**

The contractual liability arising out of the Agreement shall be acknowledged on the Certificate of Insurance by the insurance company. The Nation shall be provided with thirty (3) days prior notice, in writing, of Notice of Cancellation or material change, and said notification requirements shall be stated on the Certificate of Insurance.

Acceptance or approval of insurance shall in no way modify or change the indemnity or hold harmless clauses in this agreement, which shall continue in full force and effect.

#### **4.27 Hold Harmless Clause**

The proposer agrees to indemnify, save harmless and defend the Ho-Chunk Nation, their agents, servants, and employees, and each of them against and hold them harmless from any and all lawsuits, claims, demands, liabilities, losses, and expenses, including court costs and attorney's fees, for or on account of any injury to any person, any death at any time resulting from such injury, or any damage to property, which may arise or which may be alleged to have arisen out of or in connection with the work covered by this contract. The foregoing indemnity shall apply except if such injury, death or damage is caused directly by the willful and wanton conduct of the Ho-Chunk Nation, their agents, servants, or employees or any other person indemnified hereunder.

#### **4.28 Choice of Law and Venue**

The proposer agrees that this proposal has been executed and delivered on sovereign Ho-Chunk Nation lands and that their relationship and any and all disputes, controversies or claims arising under this proposal or any resulting contract shall be governed by the laws of the Ho-Chunk Nation, without regard to conflicts of laws principles. The proposer further agrees that the

exclusive venue for all such disputes shall be the Ho-Chunk Nation Tribal Court, Black River Falls, Wisconsin, and the proposer hereby consent to the personal jurisdiction thereof.

#### **4.29 Directions for Submission**

Qualified individuals or firms are to submit one (1) original and ten (10) copies of the completed proposal and supported documentation, along with pricing proposal in a separate envelope marked “cost” to:

Catherine Link, CPPB CAM  
Procurement Manager  
Ho-Chunk Nation Department of Treasury  
Procurement Division  
P.O. Box 640  
W9814 Airport Road  
Black River Falls, WI 54615

All data and documentation submitted as part of this RFP shall become the property of the Ho-Chunk Nation, Wisconsin. After award of this contract, all responses, documents, and materials contained in the RFP shall be considered public information and will be made available for inspection in accordance with the Wisconsin Freedom of Information Act.

All proposals must be received by **2:00 p.m. (CST) on April 25, 2018**. Absolutely no proposal will be accepted after the time specified. Late proposals shall be rejected and returned unopened to the sender. The Ho-Chunk Nation does not prescribe the method by which proposals are to be transmitted; therefore, it cannot be held responsible for any delay, regardless of reason, in the transmission of proposals.

**PROPOSAL ENVELOPES ARE TO BE CLEARLY MARKED WITH THE RFP TITLE, TIME & DATE OF OPENING.**

#### **4.29a Submittal**

Submit one (1) proposal; multiple proposals will not be accepted. Proposer is to submit one (1) original and ten (10) copies of the proposal to the Ho-Chunk Nation.

#### **4.29b Pricing**

**Pricing shall be submitted in a separate sealed envelope and marked “Pricing”.** Price offered shall be firm for at least 120 days after the latest time specified for submission of proposals and thereafter until written notice is received from proposer.

#### **4. 29c Proposal Letter**

The Proposal Letter (MANDATORY PAGE), contained within this package, must be included and must be signed by a person authorized to legally bind the company.

***FAILURE TO INCLUDE THE SIGNED PROPOSAL LETTER WILL RESULT IN THE REJECTION OF YOUR RESPONSE.***

**4.30 Fair Employment Practices**

All proposals shall be subject to the provisions of Ho-Chunk Nation Statutes relating to prohibition of discrimination in employment. This provision shall be applicable and incorporated as part of any contract or bid award.

**4.31 Anti-Kickback Clause**

The Contractor hereby agrees to adhere to the mandate dictated by the Copeland “Anti-Kickback” Act which provides that each Contractor or sub grantee shall be prohibited from inducing, by any mean, any person employed in the completion of work, to give up any part of the compensation to which he is otherwise entitled.

**4.33 Debarment and Suspension**

The Ho-Chunk Nation reserves the right to cancel this contract with any federally debarred proposer or a proposer that is presently identified on the list of parties excluded from federal procurement and non-procurement contracts. The Ho-Chunk Nation also maintains its own debarment and suspension list, and reserves the right to cancel this contract with any proposer on the Nation’s own debarment lists.

**4.34 Security**

The proposer represents and warrants to the Ho-Chunk Nation that neither it nor any of its principles, shareholders, members, partners, or affiliates, as applicable, is a person or an entity named as a Specially Designated National and Blocked Person (as defined in Federal Presidential Executive Order 13224 and that is not acting, directly or indirectly, for or on behalf of a Specially Designated National and Blocked Person. The proposer further represents and warrants to the Ho-Chunk Nation that the proposer and its principles, shareholders, members, partners, or affiliates, as applicable, are not directly or indirectly, engaged in, and are not facilitating, the transactions contemplated by this Agreement on behalf or any person or entity named as Specially Designated National and Blocked Person. The proposer hereby agrees to defend, indemnify, and hold harmless the Ho-Chunk Nation from and against any and all claims, damages, losses, risks, liabilities, and expenses arising from or related to any breach of the foregoing representation.

**4. 35 RFP Addendums**

Ho-Chunk Nation reserves the right to addend or amend the RFP prior to the date of proposal submission. Addenda will be posted to the Internet at <http://ho-chunknation.com/Procurement>

**4.36 Proposal Withdrawal**

Prior to the proposal due date, a submitted proposal may be withdrawn by the proposer by submitting a written request to the email address named herein. A person authorized to sign for the proposer must sign all such requests.

#### **4.37 Contract**

Ho-Chunk Nation reserves the right to add provisions to the contract to be consistent with the successful proposer's offer and to negotiate with the successful proposer other additions to, deletions from, and/or changes in the language in the audit contract. Provided, however, that no such addition, deletion or change in the audit contract language would, in the sole discretion of Ho-Chunk Nation and its legal counsel, affect the evaluation criteria set forth herein, or give the successful proposer a competitive advantage. Any contract with the Ho-Chunk Nation will provide for Ho-Chunk Nation governing law and jurisdiction. This contract will not waive the sovereign immunity of the Ho-Chunk Nation, and will require compliance with all Ho-Chunk Nation laws, ordinances, regulations and procedures.

Prior to award, the winning proposer may be required to enter into discussions with Ho-Chunk Nation to resolve any differences before an award is made. These discussions are to be finalized and all exceptions resolved within one (1) week of notification. If not, this could lead to rejection of the proposer's proposal and to discussions being initiated with the subsequent highest scoring proposer.

#### **4.38 Default**

In case of failure to provide services in accordance with the terms and conditions, Ho-Chunk Nation, after due oral or written notice, may procure the services from other sources and hold the proposer responsible for any resulting additional cost. This remedy shall be in addition to any other remedies that Ho-Chunk Nation may have.

#### **4. 39 Restrictions on Communications with Staff**

From the issue date of this RFP until an proposer is selected and the selection is announced, proposers are not allowed to communicate for any reason with any Ho-Chunk Nation staff or elected officials except through email at Treasury\_RFP@ho-chunk.com named wherein or as provided by existing work agreement(s). For violation of this provision, Ho-Chunk Nation shall reserve the right to reject the proposal of the offending proposer. All questions concerning this RFP must be submitted by e-mail to the Treasury\_RFP@ho-chunk.com and shall reference the numbered item for which the question is asked.

#### **4. 40 Conflict of Interest**

If an proposer has any existing client relationship that involves the Ho-Chunk Nation that would prevent either from being objective, the proposer must disclose such relationship. The proposer will disclose any professional or personal financial interest which could be a possible conflict of interest in representing the Nation. The proposer shall further disclose any arrangements to derive additional compensation from various investment products, including financial contracts.

#### **4. 41 Ethics in Public Contracts**

By submitting their proposals, all proposers certify that their proposals are made without collusion or fraud and that they have not offered or received any inducements from any other proposer or sub proposer in connection with their proposals, and that they have not offered or provided any Ho-Chunk Nation employee or elected official having official responsibility for this procurement transaction any payment, loan, subscription, advance, deposit of money, services or anything of more than nominal value.

#### **4.42 Confidentiality Requirements and Public Information Disclosure**

The staff members that are assigned by the successful proposer to this project may be required to sign a non-disclosure statement.

#### **4.43 RFP Cancellations**

Ho-Chunk Nation may cancel the RFP or reject proposals at any time prior to an award, and is not required to furnish a statement of the reason why a particular proposal was not deemed to have the best value to the Ho-Chunk Nation. The Ho-Chunk Nation shall not be liable for any losses incurred by the proposers throughout this process.

### **5.0 DESCRIPTION OF REQUIREMENTS**

#### **5.1 Terminology**

Ho-Chunk Nation has established certain requirements with respect to proposals to be submitted by proposers. Whenever the terms “shall”, “must”, “will” or “is required” are used in the RFP, the specification being referred to is a mandatory requirement for this RFP. Failure to meet any mandatory requirement will cause rejection of proposer’s proposal.

Whenever the terms “can”, “may” or “should” are used in the RFP, the specification being referred to is a desirable, thus failure to provide any items so termed will not be cause for rejection but will probably cause a reduction in the score awarded.

#### **5.2 Items to be Provided in Proposal**

The proposer’s proposal shall address each of the items included in the scope of work and the additional items listed below. The proposer’s proposal shall include an agreement pursuant to which it will perform the services set forth herein.

#### **5.3 Organization**

The proposer must describe its organization, history, size and structure. Below is a list of categories that must be addressed within your RFP response.

- a) The proposer shall provide its legal name, official address, and the primary RFP contact’s name, phone number, email address and fax number.
- b) The proposer must provide a brief history of its firm to include size and location.
- c) The proposer shall describe your firm’s ownership structure.

- d) The proposer shall provide it's Peer Review Report, Letter of Comments, and your firm's response, if any.
- e) The proposer must describe any significant developments affecting their firm in the last five years, such as changes in ownership, restructuring, personnel changes, reorganization, or philosophy. Please note any planned or anticipated changes in the ownership or management of your firm during the next two years.
- f) The proposer shall identify the states your firm is licensed to practice.
- g) The proposer shall identify their insurance coverage (error and omissions, workers' compensation, etc.)
- h) Over the past five years, has your organization or any of its affiliates or parent, or any office or principal been involved in any business litigation or other legal proceedings?
- i) Describe if your firm has been the subject of any DOL finds or referrals, or any AICPA, or State Society Ethics referrals.
- j) The proposer must state whether their firm meets the independence standards of the AICPA and the DOL.
- k) The proposer shall identify the length of time working papers are retained, and access policies and requirements.
- l) Describe in detail any potential conflict of interest your firm, affiliates or parent may have in management of this account and your method of dealing with conflicts of interest.

#### **5.4 Proposer Experience**

The proposer shall describe its prior auditing experience including the names, addresses, contact person and telephone numbers of at least 3 prior organizations audited.

Experience shall include the following categories:

- a) The proposer shall describe their experience in auditing gaming enterprises.
- b) The proposer shall describe their experience in auditing tribal governments.
- c) The proposer shall describe their experience in auditing Federal and State grant awards.
- d) The proposer shall describe past experience working with Tribal Governments.
- e) The proposer shall identify the number of similar type audits.

#### **5.5 Staff Qualifications**

The proposer shall describe the qualifications of staff to be assigned to this audit. This section must include the following:

- a) Names, titles and biographies of key personnel who would be directly responsible for performing the audits. Include education and experience.

- b) Proposer shall state the name of the partner in charge of your CPA firm's audit practice.
- c) Indicate the partner/manager in charge of the audit, if determined.
- d) Identify expected level of staffing and supervision.
- e) Detail their roles and the scope of their involvement for this assignment.
- f) Detail prior comprehensive audit experience and training of the key personnel that would be assigned to this engagement.

## **5.6 Performance**

The proposal shall set forth a work plan including an explanation of the audit methodology to be followed. The proposer will be required to provide the following information on their audit approach:

- a) Proposed segmentation of the engagement.
- b) Level of staff and number of hours to be assigned to each proposed segment of the engagement.
- c) Identify your audit approach (for example, statistical sampling, analytical procedures, methodology for documenting, electronic data processing used in your firm's auditing process).
- d) Expected completion dates for each portion of the engagement.
- e) Expected level of plan staff assistance to the audit firm.
- f) Types of reports to be issued.
- g) Information that is expected to be provided by the Plan to the proposer.
- h) Workspace requirements of the proposer.
- i) Tax or other services that the proposer is able to provide.

## **5.7 Fee Structure**

The proposer shall propose a detailed fee schedule for each of the services rendered. This schedule shall include a price breakdown for a base period plus three option periods. The pricing documents shall include the following:

- a) Clearly indicate how the price was determined.
- b) Estimated number of hours by staff level, including hourly rates and total cost by staff level.
- c) Any out of pocket expenses should be included. Include a not to exceed estimate of travel and other associated reimbursements.
- d) Please describe any discounts if given.
- e) Describe any additional costs that would be added to the pricing, if applicable.

## **5.8 Audit Review and Reports**

### **a) Reports Due**

The proposer shall submit twenty-five copies of all final reports to the Tribal Treasurer for distribution to tribal leaders.

### **b) Work papers**

The proposer shall summarize all audit findings, observations, conclusions and recommendations in a work papers file that without further oral explanation will support the financial statements reported on. The audit work papers shall be made available for review by the Federal Cognizant audit agency and the U.S. General Accounting Office during the course of the audit and for a period of three years after the audit has been accepted by the Federal Cognizant audit agency.

### **c) Entrance and Exit Conferences**

Entrance and Exit Conferences shall be held with the Nation and must be coordinated with the Nation's Treasurer. The proposer shall present an oral report on the final audit results to the appropriate Legislative Committee as arranged by the Nation's Treasurer.

**END OF DOCUMENT**