



**Request for Proposal  
for**

**Infor Lawson Software  
Implementation**

**PROPOSAL #1000**

Issued by:

The Ho-Chunk Nation

**Proposals must be submitted  
No later than 2:00 PM CST, March 13, 2018 to:**

**The Ho-Chunk Nation**  
Attn: Catherine Link  
W9814 Airport Road  
Black River Falls, WI 54615

**LATE PROPOSALS WILL BE REJECTED**

Ho-Chunk Nation Infor Lawson Software Implementation RFP #1000

For further information or questions regarding this  
RFP contact: Catherine Link  
Email: [Catherine.Link@ho-chunk.com](mailto:Catherine.Link@ho-chunk.com)

Issued: February 12, 2018



## Request for Proposal (RFP)

### Schedule of Events

<b>February 12, 2018</b>	RFP available
<b>February 28, 2018</b>	Questions from Proposers due (written only). Submit all questions to: <a href="http://www.ho-chunknation.com/proposal">www.ho-chunknation.com/proposal</a>
<b>March 5, 2018</b>	All questions will be answer on the Ho Chunk Nation Treasury website at <a href="http://www.ho-chunknation.com/proposal">www.ho-chunknation.com/proposal</a>  Response to questions answered via an addendum, if required
<b>March 13<sup>th</sup>, 2018</b>	<b>DUE DATE FOR RFP:</b> Proposals shall be received at W9814 Airport Road Black River Falls, WI 54615 no later than 2:00 PM (CST). LATE PROPOSALS WILL BE REJECTED.
<b>March 23, 2018</b>	Nation will notify selected Proposers of its decision to move forward with product demonstrations.
<b>April 11, 2018</b>	Proposer Interviews (in person)
<b>April 20, 2018</b>	Vendor notified of selection
<b>Method of submittal</b>	Cost information must be submitted in separate SEALED envelope.  SEALED envelope only, by mail delivery or in person. No fax or email. Submit one (1) signed original response and an electronic copy in PDF format of the proposal on a flash drive.
<b>Submit Proposals to</b>	Ho-Chunk Nation Attn: Catherine Link W9814 Airport Road Black River Falls, WI 54615

Although every effort will be made to follow this schedule, the Nation reserves the right to modify the dates as necessary and to accommodate special circumstances. Any such revision will be formalized by the issuance of an addendum to the RFP. All RFP's are due by the time specified. Any RFP received at the designated location after the required time and date specified for receipt shall be considered late and non-responsive.

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## 1.0 Information and Instructions

### 1.1 General Information/Project Overview

The Ho-Chunk Nation is seeking proposals from qualified Proposers to provide implementation services for Infor Lawson software. The general scope for this procurement includes financial management, procurement, human resources/payroll, supply chain management and miscellaneous Nation operations software. Submittal of a proposal does not create any right or expectation to a contract with the Nation.

The Nation has hired Baker Tilly Virchow Krause, LLP to facilitate the selection process. Baker Tilly Virchow Krause, LLP will play no role in the selection of the finalist Proposer; an internal Nation project team is overseeing the selection process and will make recommendations for selection.

### 1.2 Definitions

- A. Shall – The term “shall” denotes mandatory requirements.
- B. Must – The term “must” denotes mandatory requirements.
- C. May – The term “may” denotes an advisory or permissible action.
- D. Should – The term “should” denotes a desirable action.
- E. Contractor – A Proposer who contracts with the Nation.
- F. Nation – Ho-chunk Nation of Wisconsin
- G. Discussions- For the purposes of this RFP, a formal, structured means of conducting written or oral communications/presentations with responsible Proposers who submit proposals in response to this RFP.
- H. RFP – Request for Proposal.
- I. Proposer – Person or entity responding to this RFP.
- J. Agreement – A contract between the Contractor and the Nation.
- K. Evaluation Committee – Committee established for the purposes of evaluating proposals submitted in response to this RFP.

### 1.3 About Ho-Chunk Nation

The Ho-Chunk Nation is a sovereign government recognized as a federal tribe pursuant to the Indian Reorganization Act of 1934. On November 1, 1994, the Wisconsin Winnebago Nation changed its name to the Ho-Chunk Nation. The Nation’s main office is located in Black River Falls, WI. 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.

Ho-Chunk Nation received more than \$119,000,000 in grants in fiscal year 2016 from various federal and state agencies. 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. The Ho-Chunk Nation has over 7,500 enrolled members and approximately 3,500 employees.

The current software was procured in 1998. It runs on a Harris IBM E4A I Series server. The Nation annually writes 35,000 checks and works with approximately 10,000 vendors. The Ho-Chunk Nation sends over 350 invoices each month for water, sewer and utility billings.

Current system users are the Finance Department and the Personnel Departments at the Tribal Office Building, as well as each of the casino sites. The operational modules that are currently being used are:

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Accounting	Human Resources
Payroll	Purchasing
Accounts Payable	Fixed Assets
Accounts Receivable	Inventory Management
Order Management	Time and Attendance

Currently additional software packages are licensed to maintain hotel management, mortgage loan processing, rental property processing, time and attendance, as well as the use of varying databases to track other loan programs, signature authority, grant programs, reporting services and budget processes.

The Finance areas are responsible for accounts payable, payroll, per capita net profit distribution, state and federal payroll taxes, state and federal per capita taxes, bank reconciliations, fixed asset tracking, grant contract and compliance, financial reporting, employee travel and departmental purchase cards. The Personnel areas are responsible for overseeing the hiring process, employee benefits, employee records and the Nation's Insurance. The Loan areas are responsible for tracking construction costs, rental and utility payments.

## 1.4 About this Project

In 2015, the Ho-Chunk Nation decided to procure and implement an ERP system. The Nation selected the Infor Lawson software along with an Proposer to implement core Infor modules. The Proposer began implementation of Infor Lawson in 2015. The Nation ended its relationship with the Proposer in the fall of 2017. The selected Proposer will continue through completion the configuration and testing of modules partially begun by the previous Proposer and initiate through completion implementation of all remaining modules purchased.

The Infor Lawson modules in scope along with a high-level status of the implementation process complete is shown in the chart below:

Infor Lawson Enterprise Financial Management	
Software Area	Status of Implementation
Financial Management bundle	Configured, no testing performed
Cash & Treasury Management	Not started
Project Activity	Configured, no testing performed
Grant Management	Not started
Close & Reconciliation	Not started
dEPM Budgeting & Planning	
Software Area	Status of Implementation
Distribution Management	Not started
Procurement Card Self-Service	Not started
Infor Expense Management Expense Reports	Not started
Infor Lawson Supply Change Management	
Software Area	Status of Implementation
Requisition Center	Configured, no testing performed
Procurement Punch-Out	Not started
Strategic Sourcing	Not started

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Infor Lawson Human Resources Management and Payroll	
Software Area	Status of Implementation
North American Payroll Package	Configured, no testing performed
Employee & Manager Self-Service	Configured, no testing performed
Global Human Resources	Configured, no testing performed
Infor Lawson Talent Management	
Software Area	Status of Implementation
Talent Acquisition	Not started
Performance Management	Not started
Infor Lawson Workforce Management	
Software Area	Status of Implementation
Workforce Time & Attendance – Balance & Accruals	Pay code and deduction tables have been setup – no testing. All other areas not started.
Time & Attendance	Not started – hardware has been purchased
Infor Technology	
Software Area	Status of Implementation
Infor Lawson System Foundation	Installed for the test environment.
Infor Process Automation (IPA)	Installed but not configured.
Infor Ming.le	Installed but not configured.
Infor Business Intelligence	Installed but not configured.
Dynamic Enterprise Performance Management	Installed but not configured.
ION Foundation	Installed but not configured.
Lawson Add-Ins for MS Office	Installed and working properly.

### 1.5 Five to Ten Year Vision for Ho-Chunk Nation Administrative Applications

The long term vision for the Nation’s human resources/payroll, financial and peripheral systems is to increase automation and enhance management decision making capabilities. The focus is to increase business efficiencies, reduce dependency on paper and utilize interfaces between systems in order to create a single, integrated system focused on the delivery of real-time data. The primary need is to move the Nation to an ERP system that can support their focus to utilize data for analytical purposes. With business processes dependent upon paper and multiple, unconnected systems, time is inefficiently used to complete transactions and limits staff’s time to focus on how data can be used to improve business operations and make data informed decisions. The long term vision for the Nation is based upon the following:

- > Employee and Manager Self Service
- > Data Driven Decision Making
- > Mobile Computing
- > Data Progression
- > Online Options and Transparency
- > Data Reliability and Increasing Accountability
- > Knowledge Management

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- > Succession & Workforce Planning
- > Customer Support & Training

## 1.6 Module Implementation Status

The Infor modules purchased by the Nation are in varying stages of completion. The sections below provide a summary of the configuration and testing statuses, as well as any existing documentation in the Nation's possession. The requested training format for each module is stated, accompanied by additional notes. In addition to the summaries in this section, the Nation has provided a reports, interfaces, conversions and extensions (RICE) matrix and a risk, assumptions, issues and dependencies (RAID) log as Attachments C and D to provide Proposers with contextual information of future open risks, actions, issues, decisions and more detailed statuses of the module implementations with priority levels. The Nation has the following documentation that the selected Proposer will have access to reference upon selection:

- Supply Chain Management Configuration Document
- Testing and Production Installation Exit Documents for the core Lawson system
- Testing and production Installation Exit Documents for Lawson Talent Management Suite

### 1.6.1 Infor Lawson Enterprise Financial Management

***This module includes the following:***

1. Cash & Treasury Management
2. Project Activity Accounting
3. Grant Management
4. Close & Reconciliation

#### ***Status of Implementation***

The implementation process of this module has been started by the previous Proposer. The Financial Management Bundle and Project Activity Accounting modules have been configured, however, no testing has been completed to ensure proper setup. The Cash & Treasury Management, Grants Management, and Close & Reconciliation parts have not been started by the previous Proposer.

Ho-Chunk Nation has identified business needs that it intends to accomplish with the implementation of the Infor Lawson system. The new Proposer will need to confirm these business needs and identify any other business needs not listed here.

Current known business needs include:

- Integration with third party systems (i.e. TruePoint, Emphasys, MHC.)
- Enhanced reporting capabilities to support GAAP, OMB Super Circular, and management reporting
- Automated workflow for reviews and approvals process
- User-driven querying and reporting
- Security defined by account/user
- Automatic reconciliation of subsidiary ledgers to general ledger
- Visibility of available cash
- Ability to download from bank and perform reconciliations in system
- Positive Pay
- Elimination of paper checks and stubs
- Electronic storage of invoices and other documents
- Elimination of manual journal entries
- Eliminate need for separate systems to track spending (Grants/Projects)
- Automatic messaging for award notices and upcoming due dates (Grants/Projects)
- Reporting showing award to date amounts (Grants/Projects)

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- Ability to report on an individual program level and contract level (Grants/Projects)
- Cash in reserve/Revenue (Grants/Projects)
- Automatic calculation of indirect costs (Grants/Projects)

Function	Configuration	Testing	Training	Other Notes
<b>General Ledger</b>	GL has been re-configure to a consolidated general ledger with Project Activity Accounting to capture certain detailed financial information.	Testing scripts are developed but must be reviewed and updated by the vendor. The vendor will propose an approach to testing.	Vendor must provide training to appropriate Finance & Accounting Staff.	
<b>Accounts Payable</b>	Casino: Configuration complete; vendor to review and validate.  Government: Vendor to configure to the organization/processes of the A/P function.	Casino & Government: Testing scripts are developed but must be reviewed and updated by the vendor. The vendor will propose an approach to testing.	Casino: Vendor to provide refresher training to casino staff.  Government: Vendor must provide training to appropriate Finance & Accounting Staff.	Vendor master as of May 1 converted.  Receiving & Matching settings are configured.
<b>Asset Management</b>	Configured to existing G/L; vendor may need to re-configure to a consolidated general ledger.	Testing scripts are developed but must be reviewed and updated by the vendor. The vendor will propose an approach to testing.	Vendor must provide training to appropriate Finance & Accounting Staff.	Workflow with Purchasing and A/P configured.
<b>Grants Management</b>	Configured to existing G/L; vendor may need to re-configure to a consolidated general ledger and implement Project Activity Accounting to capture certain detailed financial information.	Testing scripts are developed but must be reviewed and updated by the vendor. The vendor will propose an approach to testing.	Vendor must provide training to appropriate Finance & Accounting Staff.	

### 1.6.2 dEPM Budgeting & Planning

***This module includes the following:***

1. Distribution Management
2. Procurement Card Self-Service
3. Infor Expense Management Expense Reports

***Status of Implementation:***

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The previous Proposer has not started any aspect of the dEPM Budgeting & Planning module except for starting to create the work flows for budget modifications. The selected Proposer will need to determine the business needs of Ho-Chunk and perform all implementation steps for this module.

Ho-Chunk Nation has identified business needs that it intends to accomplish with the implementation of the Infor Lawson system. The new Proposer will need to confirm these business needs and identify any other business needs not listed here.

Current known business needs include:

- Standardized budget approval process with workflow visibility
- Built-in budgeting module with approval queues
- Integration with other systems such as Payroll and HR
- Ad-hoc report writing
- Position budgeting by FTE count (the Nation currently budgets by position headcount)

### 1.6.3 Infor Lawson Supply Chain Management

***This module includes the following:***

1. Requisition Center
2. Procurement Punch-Out
3. Inventory Control
4. Strategic Sourcing

***Status of Implementation:***

The Requisition Center part of this module has been setup, however, no testing was performed to ensure proper setup. The Procurement Punch-Out and Strategic Sourcing parts have not been started by the previous Proposer.

Ho-Chunk Nation has identified business needs that it intends to accomplish with the implementation of the Infor Lawson system. The new Proposer will need to confirm these business needs and identify any other business needs not listed here.

Current known business needs include:

- Procurement (commodity) codes
- Centralized procurement in government departments but decentralized in casinos
- Streamlined purchasing process from approval to receipting
- Master contract list with milestones and performance tracking
- Well defined purchasing process which is standardized throughout the organization
- Three way matching at Casinos (current practice) and at the Tribal Office (practice will begin with implementation)

Function	Configuration	Testing	Training	Other Notes
<b>Requisitions, Purchasing, and Inventory Control</b>	Casino & Government: Configured to existing G/L and standard operating procedures; vendor may need to re-configure to a consolidated general ledger.	Casino & Government: Testing scripts are developed but must be reviewed and updated by the vendor. The vendor will propose an approach to testing.	Vendor must provide training to appropriate Finance & Accounting Staff.	

Government: the purchasing function may be re-organized; as such, the Vendor may be required to reconfigure the workflow and the role based security.

**1.6.4 Infor Lawson Human Resources Management and Payroll**

***This module includes the following:***

1. North American Payroll Package
  - a. Payroll and absence management
  - b. Benefits administration
2. Employee & Manager Self-Service
3. Global Human Resources
  - a. Positions and jobs
  - b. Salary schedules

***Status of Implementation:***

This module has been mostly setup, however, testing has not been completed. The new Proposer will need to confirm and identify business needs of Ho-Chunk and test against those needs.

Ho-Chunk Nation has identified business needs that it intends to accomplish with the implementation of the Infor Lawson system. The new Proposer will need to confirm these business needs and identify any other business needs not listed here.

Current known business needs include:

- Workflow for approvals, Personnel Action Forms, etc.
- Wage ceiling based on class and compensation
- Blanket salary increases (COLA)
- Controls around terminations, re-hires, layoffs
- System check for FML and auto calculation of hours remaining
- Controls around who can enter leave/accrual adjustments
- Multi-state (WI, MN, IL) Unemployment forms
- Employee self-service portal
- Ability to attach performance evaluation to salary change request forms
- Integration with other systems (TruePoint, Emphasys)

Function	Configuration	Testing	Training	Other Notes
<b>Positions &amp; jobs</b>	Work assignments have been configured. Vendor must review and verify configuration.	Testing scripts must be developed by the vendor. The vendor will propose an approach to testing.	Vendor must provide training to appropriate Staff.	
<b>Position budgeting</b>	Vendor will configure position budgeting	Testing scripts must be developed by the vendor. The vendor will	Vendor must provide training to appropriate	

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	functionality.	propose an approach to testing.	Staff.	
<b>Salary schedules</b>	Salary schedules have been uploaded. Vendor to verify that the salary schedule is current.	Testing scripts are developed but must be reviewed and updated by the vendor. The vendor will propose an approach to testing.	Vendor must provide training to appropriate Staff.	
<b>Payroll &amp; absence management</b>	Vendor to verify that interface between S3 and Global Human Resources has been configured.	Testing scripts are developed but must be reviewed and updated by the vendor. The vendor will propose an approach to testing.	Vendor must provide training to appropriate Staff.	
<b>Benefits administration</b>	Vendor will configure the benefits administration functionality.	Testing scripts must be developed by the vendor. The vendor will propose an approach to testing.	Vendor must provide training to appropriate Staff.	The current benefits schedule is very complex and may require review by Ho-Chunk.
<b>Time entry</b>	Vendor to configure the interface with Infor (converting from Information Controls).	Testing scripts must be developed by the vendor. The vendor will propose an approach to testing.	Vendor must provide training to appropriate Staff.	

### 1.6.5 Infor Lawson Talent Acquisition and Performance Management

***This module includes the following:***

1. Talent Acquisition
2. Performance Management

***Status of Implementation:***

This module has not been started by the previous Proposer. The new Proposer will need to confirm and identify business needs of Ho-Chunk and setup and test against those needs.

Ho-Chunk Nation has identified business needs that it intends to accomplish with the implementation of the Infor Lawson system. The new Proposer will need to confirm these business needs and identify any other business needs not listed here.

Current known business needs include:

- Workflow for applicant and employee files
- System check to ensure position request was budgeted for
- System check to ensure applicant isn't already in the system
- Self-service for applicant to see status of application

### 1.6.6 Infor Lawson Workforce Management

***This module includes the following:***

1. Workforce Time & Attendance – Balance & Accruals
2. Time & Attendance

***Status of Implementation:***

Pay codes and deduction tables have been setup, however, no testing has been done to ensure working properly. No other areas of this module have been started yet. The new Proposer will need to confirm and identify business needs of Ho-Chunk and setup and test against those needs.

Ho-Chunk Nation has identified business needs that it intends to accomplish with the implementation of the Infor Lawson system. The new Proposer will need to confirm these business needs and identify any other business needs not listed here.

Current known business needs include:

- Integration with key card system (Salto)
- Control to ensure employees cannot enter their own time in the system
- Workflow for approvals
- Multiple accrual rates for vacation
- Security access levels
- Employee Self-Service
- Dual rates setup

### 1.6.7 Infor Technology

***This module includes the following:***

1. Infor Lawson System Foundation
2. Infor Process Automation (IPA)
3. Infor Ming.le
4. Infor Business Intelligence
5. ION Foundation
6. Lawson Add-Ins for MS Office

***Status of Implementation:***

The Infor Lawson System Foundation is installed for the test environment. The production system is setup but needs to be cleaned up (remove test data, check security). The ION Foundation and Infor Process Automation (IPA) are installed but not configured. The work flows are also completed in IPA. There has been no work done on data conversions except for the voucher program. The Lawson Add-Ins for MS Office are in place and working.

Ho-Chunk Nation has identified business needs that it intends to accomplish with the implementation of the Infor Lawson system. The new Proposer will need to confirm these business needs and identify any other business needs not listed here.

Current known business needs include:

- Interfaces with other systems
- Historical data conversion
- Architecture Documentation - Archeology

### 1.7 Current User Environment

The Nation has provided an estimated number of users broken down between the six (6) Casinos and the Tribal Office Building to provide Proposers a better idea of the ratio of central vs. “remote” users at the Casino that will need to undergo training.

It is highly likely that some users will fall into more than one category as defined above (i.e., columns are not intended to be additive in any way). For example, a developer user may also be a power user. Ho-Chunk Nation has approximately 150 program user and 70 additional users that have view only access.

Type of User	Description	Estimated # of Users Tribal Office Building	Estimated # of Users Across the 6 Casinos
Inquiry Users	Utilize the system for inquiry and standard reporting purposes (e.g., looking up account balances, invoice status, vendor payments, etc.)	10	30
Professional Users	Enter and revise journal voucher/ entry	20	30
	Enter requisitions and direct PO's	20	30
	Enter and revise budget requests	20	30
	Enter and process personnel requisitions and personnel action forms	20	30
	Project managers (enter and monitor project budget, establish project plans, prepare project reports, monitor contracts, etc.)	20	30
	Approvals (part of approval workflow chains and must be able to update or delete any of the transactions or documents sent to them for approval)	20	30
	Enter time entry	10	30
Power Users	Perform, approve, and/or update any transaction in the system	5	20
Report Developers	Generate ad hoc reports	3	0
Developer Users	Update tables, change workflow paths, configure screens, etc. (no changes to source code)	4	0
Self Service Users	Employee Self Service	20	30
	Vendor Self Service	20	30

### 1.8 Potential Interfaces

Proposers shall evaluate the following list of needed interfaces identified to inform its understanding of configuration needs.

Functional Area	Program	System	Inbound Outbound
Payroll	WI Child Support	<a href="https://dcf.wisconsin.gov/knowledgeweb/ewisacwis-access">https://dcf.wisconsin.gov/knowledgeweb/ewisacwis-access</a>	Outbound
IT	Door Security	Cardax FT command center	
IT	Badge Issue Compliance	Cardax FT command center	Inbound
HR	Benefit Info to Health Insurance Carrier	Auxiant, Delta Dental, Serve You, Interactive Health, Medwatch, Alliance	Outbound
HR	Benefit Info to Deferred Comp Carrier	Bronfman EL Rothschild, Cottigham & Butler, Gerber Life - CGI, Virtual Health, Tribal First, Travelers, Amerind	Outbound
HR	Other types of Carriers (Misc. Benefits = Life, Non-Health, Deferred Comp, etc.)	Hartford, Berkley Risk, Newport Group, Charles Schwab, Relia Star, OmniLaw	Outbound
AP	POS from C-Stores to CB	Sunray to CB 43/CB543	Inbound
Payroll	Emphasys to Payroll (designated Payroll Deduction)	Emphasys	Inbound
Payroll	TruePoint to Payroll (designated Payroll Deduction)	TruePoint	Inbound
AP	Tribal ID (Customer #) from AP to Emphasys	Emphasys	Inbound
AP	Tribal ID (Customer #) from AP to TruePoint	TruePoint	Inbound
Workforce Management	Time Records from Workforce Management to S3 Payroll	Workforce Management	Inbound
Workforce Management	Workforce Management Hours balance from workforce Management to S3	Workforce Management	Inbound

**1.9 Data Conversion**

For purposes of determining level of effort for data conversion, Proposers shall assume that the Nation wishes to convert at least the following data for the Tribal Office and the six (6) casino locations.

Source System	Data Element	Years Retained
Harris IBM E4A ISeries server	Financial balances and budgeted values (rollover balances plus 2 years of summary level balances and transaction history)	Current fiscal year plus 2 prior
Harris IBM E4A ISeries server	Payroll, HR, and Absence history	All
Harris IBM E4A ISeries server	Vendor File, Payment History, and Invoice History	Active vendors and 3 year history for those vendors
Harris IBM E4A ISeries server	Fixed Assets	Current balances
Harris IBM E4A ISeries server	Accounts Receivable	Open receivables
Harris IBM E4A ISeries server	Accounts Payable	Outstanding checks, 2 years of vendor history
Harris IBM E4A ISeries server	Purchase Orders and receiving history	All open and 2 years of history

## 1.10 Technical Environment

### Servers

UNIX/Linux

MS Systems Management Server

### Operating Systems

UNIX/Linux and Windows 7/10 x64

### Mail Server

Microsoft Exchange Server

### Web Server

IIS (windows server) ASP.Net

### Workstation

HP EliteDesk 800 G3

### Network

Cisco Nexus (LAN)

Cisco AIR-CAP series wireless Aps, Ubiquity WiFi

### Database

Microsoft Access Database

### Office Applications

Microsoft Office 2016

### Report Writer

Microsoft Access,

### Backup and Recovery Software

Avamar

### Security

Cisco Sourcefire

Securelink (remote access)

### Web Development Tools

ASP.Net, MS Visual Studio

## **2.0 PREPARING AND SUBMITTING A PROPOSAL**

### **2.1 General Instructions**

The evaluation and selection of a contractor and the contract will be based on the information submitted in the Proposer's proposal plus references and any required on-site visits or oral presentations. Failure to respond to each of the requirements in the RFP may be the basis for rejecting a response. More detail on the required components of a proposal is provided in Section 4.0 of this document, and a submittal checklist is provided as Attachment A.

### **2.2 Legibility/Clarity**

Responses to the requirements of this RFP in the formats requested are desirable with all questions answered in as much detail as practicable. The Proposer's response is to demonstrate an understanding of the requirements. Proposals prepared simply and economically, providing a straightforward, concise description of the Proposer's ability to meet the requirements of the RFP is also desired. Each Proposer is solely responsible for the accuracy and completeness of its proposal.

### **2.3 Confidential Information, Trade Secrets, and Proprietary Information**

The designation of certain information as trade secrets and/or privileged or confidential proprietary information shall only apply to the technical portion of the proposal. The cost proposal will not be considered confidential under any circumstance. Any proposal copyrighted or marked as confidential or proprietary in its entirety may be rejected without further consideration or recourse.

The Proposer must clearly designate the part of the proposal that contains a trade secret and/or privileged or confidential proprietary information as "confidential" in order to claim protection, if any, from disclosure. The Proposer shall mark the cover sheet of the proposal with the following legend, specifying the specific section(s) of his proposal sought to be restricted in accordance with the conditions of the legend:

"The data contained in pages \_\_\_\_\_ of the proposal have been submitted in confidence and contain trade secrets and/or privileged or confidential information and such data shall only be disclosed for evaluation purposes, provided that if a contract is awarded to this Proposer as a result of or in connection with the submission of this proposal, Ho-Chunk Nation shall have the right to use or disclose the data therein to the extent provided in the contract. This restriction does not limit Ho-Chunk Nation's right to use or disclose data obtained from any source, including the Proposer, without restrictions."

Further, to protect such data, each page containing such data shall be specifically identified and marked "CONFIDENTIAL".

Proposers must be prepared to defend the reasons why the material should be held confidential. If a competing Proposer or other person seeks review or copies of another Proposer's confidential data, the Nation will notify the owner of the asserted data of the request. If the owner of the asserted data does not want the information disclosed, it must agree to indemnify the Nation and hold the Nation harmless against all actions or court proceedings that may ensue (including attorney's fees), which seek to order the Nation to disclose the information. If the owner of the asserted data refuses to indemnify and hold the state harmless, the Nation may disclose the information.

The Nation reserves the right to make any proposal, including proprietary information contained therein, available to Nation personnel, the Nation Council, or other Nation and state agencies or organizations for the sole purpose of assisting the Nation in its evaluation of the proposal. The Nation shall require said individuals to protect the confidentiality of any specifically identified proprietary information or privileged business information obtained as a result of their participation in these evaluations.

If your proposal contains confidential information, you should also submit a redacted copy along with your proposal. If you do not submit the redacted copy, you will be required to submit this copy within 48 hours of notification from the Finance Department. When submitting your redacted copy, you should clearly mark the

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cover as such - "REDACTED COPY" - to avoid having this copy reviewed by an evaluation committee member. The redacted copy should also state which sections or information have been removed.

### **2.4 Proposal Response Organization and Format**

Each Proposer shall submit one (1) signed original response and an electronic copy in PDF format of the proposal on a flash drive.

## **3.0 PROPOSAL SELECTION AND AWARD PROCESS**

### **3.1 Evaluation and Selection**

All responses received as a result of this RFP are subject to evaluation by the Selection Committee for the purpose of selecting the Proposer with whom the Nation shall contract.

To evaluate all proposals, a committee whose members have expertise in various areas has been selected. This committee will determine which proposals are reasonably susceptible of being selected for award. If required, written or oral discussions may be conducted with any or all of the Proposers to make this determination. Any such written or oral discussions shall be initiated by the Selection Committee.

Results of the evaluations will be provided by the Selection Committee to the ERP Steering Committee. Written recommendation for award shall be made by the ERP Steering Committee to the Executive Director and Nation Council whose proposal, conforming to the RFP, will be the most advantageous to the Nation, price and other factors considered.

The committee may reject any or all proposals if none is considered in the best interest of the Nation.

### **3.2 Proposal Scoring**

The Selection Committee will use a weighted scoring matrix that considers the following factors:

- Timeline
- Training Methodology
- Customer Satisfaction, Service and Support
- Testing Methodology
- Communication, Transparency
- Overall Quality of Proposal
- Native American Tribe/Military Veteran Preference

### **3.3 Oral Presentations**

Selected vendors will be required to make oral presentations to supplement their proposals. We have reserved **April 11, 2018** for this purpose. The Nation will make every reasonable attempt to schedule each presentation at a time which is agreeable to the Proposer. Failure of a Proposer to conduct a presentation to the Nation on the date scheduled may result in rejection of the vendor's proposal.

### **3.4 Site Visits/Conference Calls with Comparable Users in Live Environment**

The Nation may conduct site visits or conference calls with users of selected Proposers to understand customer satisfaction with the implementation methods. This would be done after the oral presentations have been completed.

### **3.5 Right to Reject Proposals and Negotiate Contract Terms**

The Nation reserves the right to reject any and all proposals or accept any proposal deemed to be in the best interest of the Nation. The Nation reserves the right to negotiate the terms of the contract, including the award amount, with the selected Proposer prior to entering into a contract. If contract negotiations cannot be concluded successfully with the highest scoring Proposer, the Nation may negotiate a contract with the next viable Proposer.

### **3.6 Contract Award and Execution**

The Nation reserves the right to enter into a contract without further discussion of the proposal submitted based on the initial offers received.

The RFP, including any addenda, and the proposal of the selected Contractor will become part of any contract initiated by the Nation.

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If the contract negotiation period exceeds thirty (30) days or if the selected Proposer fails to sign the contract within seven calendar days of delivery of it, the Nation may elect to cancel the award and award the contract to the next preferred Proposer.

Award shall be made to the Proposer, whose proposal, conforming to the RFP, will be the most advantageous to the Nation, price and other factors considered.

The Nation reserves the right to award contracts to multiple Proposers.

### **3.7 Notice of Intent to Award**

Upon review and approval of the evaluation committee's and agency's recommendation for award, the Purchasing Agent will issue a "Notice of Intent to Award" letter to the apparent successful Proposer. A contract shall be completed and signed by all parties concerned on or before the date indicated in the "Schedule of Events." If this date is not met, through no fault of the Nation, the Nation may elect to cancel the "Notice of Intent to Award" letter and make the award to the next most advantageous Proposer.

The Purchasing Agent will also notify all unsuccessful Proposers as to the outcome of the evaluation process. The evaluation factors, points, evaluation committee member names, and the completed evaluation summary and recommendation report will be made available to all interested parties after the "Notice of Intent to Award" letter has been issued.

### **3.8 Contract Negotiations**

If for any reason the Proposer whose proposal is most responsive to the Nation's needs, price and other evaluation factors set forth in the RFP considered, does not agree to a contract, that proposal shall be rejected and the Nation may negotiate with the next most responsive Proposer. Negotiation may include revision of non-mandatory terms, conditions, and requirements. The Purchasing Agent must approve the final contract form and issue a purchase order, if applicable, to complete the process.

## 4.0 SUBMITTAL REQUIREMENTS

### 4.1 Submission of Proposals

Proposals in response to this RFP shall be considered received at the time actually received by the addressee or designated agent. All proposals and other communications shall be addressed as follows:

Ho-Chunk Nation  
Attn: Catherine Link  
W9814 Airport Road  
Black River Falls, WI 54615  
email: Catherine.Link@ho-chunk.com

Each Proposer shall submit one (1) signed original response and one (1) electronic copy in PDF format of the proposal on a flash drive with a separate, sealed price proposal. These must be received at the office listed above by 2:00 p.m. local time on the date listed on the cover page. Proposals received after this specified date and time will be considered late and will not be considered for evaluation.

Each proposal shall be in the form specified in this RFP, and in a sealed envelope with outside markings identifying (1) the Proposal Name; (2) RFP Number; (3) Project Number; and (4) Proposal Opening Date.

### 4.2 Eligibility

To be eligible to respond to this RFP, the proposing firm must demonstrate that they, or the principals assigned to the project, have successfully completed services, similar to those specified in the Scope of Services section of this RFP, to at least three organizations similar in size and complexity to the Nation.

### 4.3 Required Elements of Proposals

Proposals shall provide a straightforward, concise delineation of the Proposer's capability to satisfy all of the elements and requirements of the RFP both in content and in sequence. Each proposal shall be submitted in the requested format and provide all pertinent information. One original copy of each proposal shall be signed in ink by a duly authorized officer of the company. A proposal will not be considered if it modifies or fails to conform to each of the requirements set forth in this Section. The proposal must conform to the following outline and contain all requested information in the same sequential order as outlined in this section. Proposals deviating from the proposal format and organization may be removed from further consideration.

So that competing proposals can be compared equally, Proposers must assemble their proposals in strict adherence to the layout requirements. Failure to follow all proposal layout requirements may result in disqualification due to non-responsiveness. Each Proposer is required to submit the proposal in a sealed package. Proposals should be prepared as simply as possible and provide a straightforward, concise description of the proposed products and services to satisfy the requirements of the RFP. Attention should be given to accuracy, completeness, and clarity of content. All parts, pages, figures, and tables should be numbered and clearly labeled. The proposal shall be organized into the following major sections:

- 0.0 Introductory Material (Title Page, Letter of Transmittal, and Table of Contents)
- 1.0 Executive Summary
- 2.0 Scope of Services
- 3.0 Company Background (including most recent audited financial statements)
- 4.0 Implementation Plan
- 5.0 Training Plan
- 6.0 Maintenance and support package
- 7.0 Essay Responses to the Nation's Specific Issues

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- 8.0 Client References (Attachment B)
- 9.0 Exceptions to the RFP
- 10.0 Sample Documents
- 11.0 Pricing

### 4.4 Background Material

The Title Page must show the RFP number, subject, name of the Proposer, address, telephone number, email address and the date. Letter of Transmittal, executed by an authorized representative, and Table of Contents must also be included.

### 4.5 Executive Summary – Proposal Section 1.0

This part of the response to the RFP should be limited to a brief narrative summarizing the proposal. The summary should contain as little technical jargon as possible and should be oriented toward non-technical personnel.

### 4.6 Scope of Services – Proposal Section 2.0

This section of the proposal should include a general discussion of the Proposer's overall understanding of the project and the scope of work proposed.

- List and describe all proposed modules. Proposer must explicitly state the software module name that is proposed as part of this implementation. All modules shall be included in the price proposal.
- The Proposer shall explicitly state the name of any subcontractors that are part of the proposed solution to the Nation or any third-party firms providing services for implementation, training, or other services. For each third-party service provider there shall be a statement about whether the Proposer's contract will/will not encompass the third-party service and/or whether the Nation will have to contract on its own for the product.
- If third-party services are proposed, Proposers must complete Attachment B (References) for each third-party service that is proposed.
- Please confirm the data conversions and interfaces that have been proposed and note any exceptions. The Nation expects Proposers to include all conversions listed in section 1.9 of the RFP and support for configuring the Infor system to interface with all listed interfaces.

### 4.7 Company Background – Proposal Section 3.0

This section of the proposal should provide a general overview of the company responding to the RFP, including any subcontractors and/or third parties. Please provide the following information:

- **Prime Implementation Firm:** Please provide an overview of the Company(s) (including subcontractors) represented in this response. In the case of teamed responses, please reply to all questions for each company involved. In addition to your overview, please address the following items:
  - Describe the proposing companies' structure (corporation, partnership, or privately held).
  - Describe the number of years the companies in this proposal have been in software and professional services.
  - State the location of the primary office(s) from which this engagement will be serviced and the range of activities performed at that office.
- **Prime Implementation Firm:** The Proposer should include information with regard to the organization's resources that it deems advantageous to the successful provision of the requested products and

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services. This might include management capabilities and experience, technical resources, and operational resources not directly assigned to this project, but available if needed.

- **Shared History:** Please provide a history of the previous work conducted individually and as a team by the implementation firms included in this proposal, including sub-contractors.
- **Financial Information:** For all companies proposed in this proposal (including sub-contractors), provide an overview of the company's Financial Stability in terms of the past year, 3 years. In addition to your overview please address the following items:
  - Please provide audited Financial Statements for the last fiscal year available
  - Please describe any litigation or pending litigation arising from any of the firms' performance in the last five years.
  - Please describe any investigations of any of the proposing firms by State or Federal regulatory or law enforcement agencies in the last ten years.
  - Please describe the amounts and types of professional liability insurance and the name of the carrier. Please provide a copy of the certificates of insurance.
- **Prime/Sub Relationship Structure and Project Resource Resumes:** Please provide a detailed description of the prime/sub relationship structure being proposed for this project. Please provide a resume for each proposed team member for all implementation firms and subcontractors in this proposal. The Nation expects that key individuals will provide services on this project from start to finish ensuring continuity and success. Elaborate on your willingness and ability to maintain key personnel dedicated to the project, both in terms of reassignment within your organization and retaining them generally as employees. Additionally, if there is a change in key personnel on the project, the Nation requires approval of these changes. Further, any ramp up time and costs incurred due to transitioning personnel will not affect the project timeline nor the overall cost to the Nation
- **Subcontractor Information:** The Proposer shall list any subcontractor's name, address and state of incorporation that are proposed to be used in providing the required products and services. The subcontractor's responsibilities under the proposal, anticipated dollar amount for subcontract, the subcontractor's form of organization, and an indication from the subcontractor of a willingness to carry out these responsibilities are to be included for each subcontractor. This assurance in no way relieves the Proposer of any responsibilities in responding to this RFP or in completing the commitments documented in the proposal.

### 4.8 Implementation Plan – Proposal Section 4.0

The Nation expects to provide staffing of 50% of the total implementation hours, but reserves the right to alter the mix upon further discussion with Proposers. Pricing should assume 50% implementation work effort by the Nation and 50% work effort by implementation consultants.

#### Implementation Methodology & Approach

Please provide an overview of your implementation methodology, including a description of your approach including project initiation/planning, design, configuration, development, testing, training, conversion, and post go-live support. In addition to your overview please address the following items:

1. Describe how the Proposer plans to identify, document and track throughout the implementation process the Nation's system requirements through the As Is/To Be analysis (aka the current state and future state analysis) and incorporate those needs into key system configuration, design and testing.
2. Describe how the implementation plan has been designed in such a way to minimize any negative impacts on existing Nation operations and responsibilities.
3. Describe how the implementation plan has been designed to provide for the deployment and use of management, supervisory or other key personnel during the project. (The detailed plan below should show all management, supervisory and key personnel that will be assigned to manage, supervise and monitor the project.)

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4. Describe how the implementation plan has been designed in such a way to minimize the startup time of the project.
5. Describe specific actions the Nation could take to support an accelerated start-up. Describe how the implementation plan makes use of subcontractor(s), if any, on this project.
6. Describe how the implementation plan will accommodate and mitigate risk associated with beginning work as a new Proposer on an existing implementation where modules have been partially configured and tested.
7. Describe how the implementation work plan will be maintained and updated throughout the course of the project.
8. Describe your experience working with organizations that have successfully prepared for and implemented Infor Lawson.
9. Describe your method for identifying and recommending process flow changes based upon best practices that concurrently meet client needs.
10. Describe your experiences with organizations that have not been successful or have struggled in preparing for, implementing and supporting Infor Lawson. Additionally, for each experience describe what items/actions caused the failure or struggle, and how you would recommend the Nation prepare to ensure success.
11. Describe your approach for organizational change management. Specifically, describe recommended methods of communication, assessment and review. Also, describe the recommended governance structure for the Nation. At minimum, identify the roles, responsibilities and decision making authority expected for:
  - o Project Sponsor
  - o Functional Lead
  - o Steering Committee
  - o Power User
  - o End User

### Implementation Work Plan & Deliverables

Please provide a detailed work plan for each phase of the implementation. The work plan section should include the following:

- **Phases and Major activities**
  - Description of each phase (e.g. system design, modification, installation, implementation, technical training, user training, and acceptance).
  - Description of major activities within each phase showing all significant tasks required for successful completion of the Phase objectives.
- **Detailed timeline** (by Gantt, Pert or other chart)
  - Timeline details for all phases indicating the start dates, end dates and milestones.
  - Timeline details for all major activities indicating the start dates, end dates and milestones.
  - Timeline details for all deliverables indicating the start dates, end dates and milestones.
- **Resource allocations**
  - Identification of hours by resource (Nation, Proposer and any sub-contractors) for all phases.
  - Identification of hours by resource (Nation, Proposer and any sub-contractors) for all major activities.
- **Deliverables**
  - Comprehensive inventory of project deliverables by phase and milestone
  - Detailed description of all deliverables (e.g. process documentation, Telestaff interface specification, etc.) and association with identified milestones
  - Identification of major dependencies for each deliverable.
  - Detail the deliverable acceptance period for each deliverable.
  - Provide samples of all major deliverables proposed.
- **Milestones**
  - Identification of billable milestones with associated completed deliverables triggers as stated above in the timeline and deliverables sections.

### Implementation Project Team

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Please provide a detailed description of the project organization strategy for the proposed work plan. As part of your description, please address the following items:

1. Detailed description of the team structure and roles for all firms involved (including sub-contractors) and the Nation.
2. Detailed description of the responsibilities for each role defined in the team structure for all firms involved (including sub-contractors) and the Nation.
3. Detailed description of the number of personnel and the estimated hours for all firms involved (including sub-contractors) and the Nation.

### **Project Management**

Describe in detail your proposed project management approach for this proposal. Include the following items:

1. Describe what status reporting and frequency of communication will be proposed for the Nation.
2. Describe the project coordination, documentation, and communication tools you will provide for the project (e.g. SharePoint)
3. Describe the approach that will be used to manage scope and changes during the course of the project.
4. Describe the approach that will be used to assess go-live readiness.
5. Describe the approach that will be taken to identify risks and issues, who will “own” moving and tracking those items forward on the Proposer’s side, and how decision dependencies are communicated.

### **Testing Approach**

Describe in detail your proposed testing approach for this proposal. Include the following items:

1. Describe the different aspects of testing included within your approach (e.g. unit, integration, security, parallel, system, stress, performance, regression, etc.).
2. Describe the testing environment recommended for testing.
3. Describe the user acceptance testing recommended.

## **4.9 Training Plan – Proposal Section 5.0**

The Proposer must provide a detailed plan for training. This information MUST include:

1. Describe how a training environment would be created and maintained.
2. Describe your proposed approach to training for this project (i.e. on site at the Nation vs. at firm’s facilities, train the trainer vs. train all users), training materials, and methodologies. The Nation has preference for train the trainer or train all users and onsite training.
3. Identify whether there is instructor-lead, classroom training available.
4. Identify whether there is computer-based training available. If so, identify what is included in this proposal.
5. Identify what other tools are optionally available for the Nation.
6. Provide a list of the courses proposed, with the course name, description, and hours.
7. Describe in detail how training regarding the operation and use of the ERP will be delivered to each subset of the end-user community, and what tools and materials will be employed.
8. Describe the time commitment required of each group of trainees.
9. Describe whether or not custom training materials will be provided by the vendor based upon the Nation’s configurations, modifications and process decisions during the implementation. If custom training material is not recommended to be provided by the Proposer (i.e. the Nation is responsible for custom training materials), please estimate the cost for the Proposer to create the custom training materials.
10. Describe your technical training and knowledge transfer approach to IT personnel to support the ERP hardware, if necessary.
11. Describe the proposed methodology and approach for ongoing training. Address the procedures for training new users and for delivering refresher training to existing users.
12. Identify whether the Proposer will provide a technical reference manual and if it includes descriptions and diagrams of the relational database structure, tables, and elements within the database. Please

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provide a sample of description and diagram the relational database structure, tables, and elements within the database.

13. Identify whether all manuals are available in electronic format.
14. Identify whether all manuals are updated with each new release of software.
15. Identify whether ongoing online help is provided.
16. Identify whether ongoing online tutorials are provided.
17. Provide a sample training plan relevant to this implementation.
18. Describe the benefits and risks to your proposed training strategy.

### **4.10 Maintenance and Support Program – Proposal Section 6.0**

The proposal must specify the nature of support throughout the duration of the Nation's implementation and ongoing support provided by the vendor including:

1. Describe the maintenance and support package you are proposing to the Nation throughout the implementation
2. Describe why this is the best option for the Nation.
  - a. Describe generally when the implementation team will respond to support calls versus when you may direct the Nation's calls to Infor Lawson for remediation.
  - b. Describe the ongoing support services provided, including hours of operation, procedures, and problem escalation measures available.
  - c. Describe the ratio of customers to support personnel.
  - d. Describe your customer support locations and hours of operation in terms of CST.
  - e. Describe the committed support time for support questions.
  - f. Describe your average response time for support questions.
  - g. Describe your range of response time for support questions.
  - h. Describe a typical customer support call based on an application error.
  - i. Describe a typical customer support call based on a data error (interface not working, data not replicating).
  - j. Describe a typical customer support call based on a report not working properly or displaying incorrect data.
  - k. Describe the follow-up process with a client after resolution of a help desk call.
  - l. Identify whether the support is available seven (7) days a week, 24 hours a day. If so, identify the cost above your recommended support.
  - m. Describe your support staffs ability to "log in" to the customer system for certain types of support. Explain the process and the security supporting the process.
  - n. Identify whether onsite support is available if needed. Describe how onsite support costs are handled.
  - o. Describe the available web-based support options.
  - p. Describe any web-based reporting tools available to review open/pending support issues.
3. Describe how support will be handled post-implementation (i.e. hand-offs to the Infor Lawson support team).

### **4.11 Ho-Chunk Nation Specific Issues to be Addressed by RFP –Proposal Section 7.0**

The Nation has some unique questions or business process needs that it would like addressed as part of this RFP. Proposers are required to answer these questions with as much detailed information as possible. Proposers are strongly encouraged to make sure the response answers the questions and is not comprised of marketing material. These questions may appear again during software presentations and during contract negotiations.

1. The Nation manages a high volume of State and Federal Grants. Imprecise reporting puts the Nation's future funding at risk. Based on your prior experience implementing Infor Lawson for other clients with high volumes of grant funding, please provide recommendations or questions you would pose to create solutions to address the following needs:
  - a. Calculation and identification of direct and indirect costs
  - b. Calculation of shared/pooled cost rates
  - c. Identification of allowable and unallowable costs for each grant

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- d. Grant management to monitor renewal date notices for 30 days, 14 days, 7 days, due date and past due dates

### **4.12 Client References – Proposal Section 8.0**

The Nation considers references for the implementation services to be important in its decision to award a contract. Using the form provided in Attachment B please provide three (3) similarly structured client references for clients serviced in the past five (5) years for an Infor Lawson implementation. At least one of the references should be similar in size to the Nation and have a similar implementation scope. Tribal Nation clients are preferred but the Nation understands this may be difficult. Therefore, proposers' ability to provide client references with similar organizational structures and functional needs (decentralized, blend of government and business functional needs, highly regulated enterprises, grant and fund accounting) will be taken into consideration. Lastly, please provide (3) three references for any third-party/sub-contracting firms. All references should be for fully completed (live) installations, completed within the past five (5) years.

### **4.13 Exceptions to the RFP – Proposal Section 9.0**

All requested information in this RFP must be supplied. Proposers may take exception to certain requirements in this RFP. All exceptions shall be clearly identified in this section and a written explanation shall include the scope of the exceptions, the ramifications of the exceptions for the Nation, and the description of the advantages or disadvantages to the Nation as a result of exceptions. The Nation, at its sole discretion, may reject any exceptions or specifications within the proposal.

### **4.14 Sample Documents – Proposal Section 10.0**

Proposers shall include sample copies of the following documents. Although they are sample forms, the documents must contain all material terms so that the Nation can fairly evaluate the Proposer's forms.

1. Sample implementation services agreement.
2. Sample documentation (user guides, training materials, etc.).
3. Sample implementation project plan.

### **4.15 Price Proposal – Proposal Section 11.0**

Proposers shall submit price proposal in a separate and sealed packet. Price Proposals should clearly designate pricing as associated with milestone and key activities and any estimated not to exceed travel and reimbursement costs. Additionally, price proposals shall include the project team's hourly rates. The Nation reserves the right to contact Proposers on price and scope clarification at any time throughout the selection process and negotiation process.

## **5.0 CONTRACT TERMS AND CONDITIONS**

Below are standard contract terms and conditions that the Nation expects to be part of any agreement with the finalist Proposer(s). Please indicate your willingness to comply with each condition by noting any exceptions per the instructions in Section 4.14 of this RFP. Contract terms in the final agreement should include, but will not be limited to, those listed below.

### **5.1 Payment Terms**

Payment for the implementation services rendered pursuant to any agreement resulting from this RFP shall be made in amounts and at times set forth in the resulting agreement (the "Agreement"). A purchase order will be issued, and all invoices must reference the purchase order number. Payment shall be made upon receipt of original invoice(s) in accordance and in conformity with payment dates for bills and claims as established by the Nation. Prior to payment, the Proposer must submit an original dated itemized invoice of services rendered. (Photographs or facsimiles of invoices will not be accepted.) Any reimbursement for expenses, as allowed in the Agreement and that are included in the invoice(s), must be supported with attached original billings for such expenses.

Implementation services will be paid on a not-to-exceed basis as described, only on a deliverable completion basis (milestone), meaning the Nation will pay only when it has determined that the Proposer has satisfactorily completed mutually agreed upon payment milestones, as will be defined in the Statement of Work as part of the Implementation Services Agreement (the "Implementation Services Agreement"). The Nation reserves the right to review and confirm satisfactory completion prior to milestone payment. Failure to meet satisfactory completion of milestones shall result in non-payment from the Nation. Satisfactory completion shall be based upon milestone specifications set forth in the Implementation Services Agreement and Statement of Work. In addition, the Nation will apply a retention rate of fifteen percent (15%) to all service payments, with such retention being released on final acceptance of the entire system, which will be defined during the contract negotiation phase.

### **5.2 Delivery of the Project Plan and Other Key Deliverables**

The project plan is to be delivered within a contractually specified timeframe after contract signing. Delay or failure to complete in a timely manner in this regard will result in the assessment of liquidated damages up to \$1,000 per day. Other key deliverables (Design Document, Go-Live Date, and any other deliverable that can be deemed substantially the responsibility of the Proposer) will also be subject to the assessment of liquidated damages up to \$1,000 per day if the Proposer misses these key timeframes.

### **5.3 Services and Statement of Work**

All work performed by the Proposer for the Nation as agreed to in writing under the Implementation Services Agreement (the "services"). Such services are set forth in the Statement of Work ("SOW").

The intent of the Implementation Services Agreement is for the services to be completed in the detail described in the SOW, which is attached to, and part of the Implementation Services Agreement. Except as otherwise explicitly stated in the Implementation Services Agreement, the Proposer will furnish all labor, materials, equipment, products, tools, transportation, and supplies required to complete the services. The Proposer will provide services to the Nation as required in the Implementation Services Agreement and the SOW. Any additional services will be mutually agreed to in writing by each party through a change order process.

### **5.4 Documentation and Copyright**

Collected data, analyses, and any analytical processes, programs and files developed as a contractual requirement are the sole property of the Nation. Programs shall be completely documented, including the file layout of tapes, disks, and so on. The Nation may, at its sole discretion, waive title to any portion or to all data and analyses. The Nation has the sole right to copyright any process or program and may license its use by others for a fee or without charge.

## **5.5 Ho-Chunk Nation Property**

The use of Ho-Chunk Nation property must be approved in advance by the Nation's project manager. If the Nation has agreed to provide Nation owned property, the following special provisions shall apply:

The amount of Nation property to be furnished to the contractor may be increased or decreased by written direction of the Nation's project manager and the contract price shall be adjusted to reflect the change pursuant to the stipulations of the "changes" article.

The Proposer shall insure all Nation property in their possession or control and shall be liable to the Nation for the fair market value of any damage or loss to Nation property, aside from that incurred by normal wear and tear. The Proposer shall maintain the property in operating condition, with the cost being chargeable to the contract.

All Nation property shall be returned promptly upon completion of the contract or otherwise disposed of, as directed in writing by the Nation. All costs of shipment or disposal are a contract cost.

Unless specifically stated otherwise in writing, Nation property may be used only for the performance of this contract.

Title to all Nation property shall remain in the hands of the Nation at all times. Title to the property acquired by the contractor for use under the contract shall vest in the Nation upon delivery to the contractor.

Any dispute concerning interpretation of the provisions of this article shall be subject to the stipulations of the "Disputes" article.

In the course of performing the responsibilities under this contract, the parties may be exposed to or acquire information that is proprietary to or confidential to the other party or its affiliated companies or their clients. Any and all information of one party in any form obtained by the other party or its employees, agents or representatives in the performance of this Agreement that is appropriately marked or identified in writing as proprietary, shall be deemed to be confidential and proprietary information of such party. The parties agree to take reasonable steps to hold such information in strict confidence and not to copy, reproduce, sell, assign, license, market, transfer, give or otherwise disclose such information to third parties or to use such information for any purposes whatsoever, without the express written permission of the other party. The parties shall use reasonable efforts to advise each other immediately in the event that either learns or has reason to believe that any person who has had access to Confidential Information.

## **5.6 Intellectual Property Rights**

The Proposer will indemnify and hold harmless the Nation from liability of any kind, including costs and expenses for or on account of any copyrighted service marked, trademarked, patented or un-patented invention, process, article or work manufactured or used in the performance of the contract, including its use by the Nation. If the Proposer uses any design, device, materials or works covered by letters, service mark, trademark, patent, copyright or any other intellectual property right, it is mutually agreed and understood without exception that the proposal prices will include all royalties or costs arising from the use of such design, device, or materials in any way involved in the work.

## **5.7 Changes**

The Nation's project manager may, at any time, by a written order and without notice to the insurers make changes within the general scope of the contract in any one or more of the following: a) specifications or statement of work and b) place of performance or delivery. If any such changes cause an increase or decrease in the cost of or the time required for the performance of this contract, whether changed or not changed by any such order, an equitable adjustment shall be made a) in the contract price or time of performance or both and b) in such other provisions of the contract as may be so affected; and the contract shall be modified in writing accordingly. Any claim by the Proposer for adjustment under this article must be asserted within 30 days from the date of receipt by the Proposer of the notification of change, provided, however, that the Nation's project manager decides that the facts justify such action, may receive and act upon any such claim asserted at any time prior to final payment under this contract. Failure to agree to any adjustment shall be a dispute concerning

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a question of fact within the meaning of the clause of this contract entitled "disputes." However, nothing in this article shall excuse the contractor from proceeding with the contract as changed.

### 5.8 Laws and Regulations

The Proposer shall comply with all applicable laws, ordinances, and codes of the State of Wisconsin and Ho-Chunk Nation. It shall be the responsibility of the contractor to be knowledgeable of all federal, state, and Ho-Chunk Nation laws, ordinances, rules and regulations that in any manner affect the items covered herein which may apply. Failure to comply with all applicable laws, ordinances and codes may lead to termination of the contract.

### 5.9 Disputes

In the event of any dispute between the parties arising from this RFP, the Agreement, the Implementation Services Agreement, or the services provided hereunder, each party shall, prior to seeking judicial resolution of such dispute, escalate the dispute to a senior representative of such party, and such senior representatives shall use good faith efforts to resolve the dispute between them. If such senior representatives are unable to resolve the dispute, such dispute shall then proceed to mediation. The Proposer and the Nation shall make good faith efforts to resolve any and all disputes as quickly as possible.

Any litigation between the parties of this Agreement shall be conducted at the **Ho-Chunk Nation Tribal Building**. In the event of any litigation arising out of this contract, the prevailing party shall be entitled to recover from the non-prevailing party reasonable costs and Attorney fees.

### 5.10 Indemnification and Limitation of Liability

Neither party shall be liable for any delay or failure in performance beyond its control resulting from acts of God or force majeure. The parties shall use reasonable efforts to eliminate or minimize the effect of such events upon performance of their respective duties under the contract.

Contractor shall be fully liable for the actions of its agents, employees, partners or subcontractors and shall fully indemnify and hold harmless the Nation from suits, actions, damages and costs of every name and description relating to personal injury and damage to real or personal tangible property caused by Contractor, its agents, employees, partners or subcontractors in the performance of the contract, without limitation; provided, however, that the Contractor shall not indemnify for that portion of any claim, loss or damage arising hereunder due to the negligent act or failure to act of the Nation. In connection therewith, the Contractor shall execute the Hold Harmless Agreement furnished by the Nation. Work may not commence until such Hold Harmless Agreement is executed by the Contractor and received by the Nation.

Contractor will indemnify, defend and hold the Nation harmless, without limitation, from and against any and all damages, expenses (including reasonable attorneys' fees), claims judgments, liabilities and costs which may be finally assessed against the Nation in any action for infringement of a United States Letter Patent with respect to the Products, Materials, or Services furnished, or of any copyright, trademark, trade secret or intellectual property right, provided that the Nation shall give the Contractor: (i) prompt written notice of any action, claim or threat of infringement suit, or other suit, (ii) the opportunity to take over, settle or defend such action, claim or suit at Contractor's sole expense, and (iii) assistance in the defense of any such action at the expense of Contractor. Where a dispute or claim arises relative to a real or anticipated infringement, the Nation may require Contractor, at its sole expense, to submit such information and documentation, including formal patent attorney opinions, as the Nation shall require.

The Contractor shall not be obligated to indemnify that portion of a claim or dispute based upon: (i) Nation's unauthorized modification or alteration of a Product, Material, or Service; (ii) Nation's use of the Product, Material, or Service in combination with other products, materials, or services not furnished by Contractor; (iii) Nation's use in other than the specified operating conditions and environment.

In addition to the foregoing, if the use of any item(s) or part(s) thereof shall be enjoined for any reason or if Contractor believes that it may be enjoined, Contractor shall have the right, at its own expense and sole discretion as the Nation's exclusive remedy to take action in the following order of precedence: (i) to procure for the Nation the right to continue using such item(s) or part(s) thereof, as applicable; (ii) to modify the component

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so that it becomes non-infringing equipment of at least equal quality and performance; or (iii) to replace said item(s) or part(s) thereof, as applicable, with non-infringing components of at least equal quality and performance, or (iv) if none of the foregoing is commercially reasonable, then provide monetary compensation to the Nation up to the dollar amount of the Contract.

The Nation may, in addition to other remedies available to them at law or equity and upon notice to the Contractor, retain such monies from amounts due Contractor, or may proceed against the performance and payment bond, if any, as may be necessary to satisfy any claim for damages, penalties, costs and the like asserted by or against them.

### 5.11 Warranty

A warranty is sought for the implementation services. It is assumed that Proposers have priced their services to recognize these warranty provisions. The extent of the warranty coverage will be evaluated as part of the overall procurement process.

**Implementation Services Firm.** The Nation requires a warranty for the services (e.g., work products, developed modifications, and system configuration) for a minimum of 24 months after the final acceptance date (as will be defined during the negotiation process) of the respective modules.

**Insurance requirements.** Contractor shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by Contractor, its agents, representatives, employees or subcontractors. The cost of such insurance shall be included in Contractor's bid. The amount of insurance shall not be less than:

**Commercial General Liability:** Minimum of \$2,000,000 commercial general liability coverage with \$1,000,000 for each occurrence. Policy to include coverage for operations, contractual liability, personal injury liability, products/completed operations liability, broad-form property damage (if applicable) and independent contractor's liability (if applicable) written on an occurrence form.

**Business Automobile Liability:** \$1,000,000 combined single limit per occurrence for bodily injury and property damage for owned, non-owned and hired autos.

**Workers' Compensation and Employer's Liability:** Worker's Compensation limits as required by the Labor Code of the State of Illinois and employer's liability with limits of \$1,000,000 per accident.

Insurance is to be placed with insurers acceptable to and approved by the Nation. Contractor's insurer must be authorized to do business in Illinois at the time the contract is executed (and throughout the time period the contract is maintained), unless otherwise agreed in writing by the Nation. Failure to maintain or renew coverage or to provide evidence of renewal will be treated by Nation as a material breach of contract.

Limits of liability amounts must meet contract requirements before contract is initiated.

The Nation, and its elected officials, officers, employees, agents and volunteers are to be named as additional insureds with primary coverage and not contributing.

The Nation shall be furnished with original certificates of insurance and endorsements effecting coverage required within, signed by a person authorized by that insurer to bind coverage on its behalf. All certificates and endorsements are to be received by the Nation Recorder's Office before work commences.

The Nation reserves the right to require complete, certified copies of all required insurance policies at any time.

Each policy shall be endorsed to state that coverage shall not be suspended, voided, canceled, reduced in coverage or in limits except after thirty days prior written notice by certified mail, return receipt requested, has been given to the Nation.

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Contractor's insurance shall be primary insurance and any insurance or self-insurance maintained by the Nation, its officers, officials, employees, and volunteers shall be excess of Contractor's insurance and shall not contribute with it.

Contractor shall include all subcontractors as insured under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated herein.

Any deductibles or self-insured retentions must be declared to and approved by the Nation. At the option of the Nation, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the Nation, its elected officials, officers, employees, agents and volunteers; or Contractor shall provide a financial guarantee satisfactory to the Nation guaranteeing payment of losses and related investigations claim administration and defense expenses.

### **5.12 Termination of the Contract for Cause**

The Nation may terminate the contract for cause based upon the failure of the Contractor to comply with the terms and/or conditions of the contract, or failure to fulfill its performance obligations pursuant to the contract, provided that the Nation shall give the Contractor written notice specifying the Contractor's failure. If within thirty (30) days after receipt of such notice, the Contractor shall not have corrected such failure or, in the case of failure which cannot be corrected in thirty (30) days, begun in good faith to correct such failure and thereafter proceeded diligently to complete such correction, then the Nation may, at its option, place the Contractor in default and the contract shall terminate on the date specified in such notice.

The Contractor may exercise any rights available to it under Wisconsin and Ho-Chunk Nation law to terminate for cause upon the failure of the Nation to comply with the terms and conditions of the contract, provided that the Contractor shall give the Nation written notice specifying the Nation's failure and a reasonable opportunity for the Nation to cure the defect.

### **5.13 Termination of the Contract for Convenience**

The Nation may terminate the contract at any time by giving thirty (30) days written notice to the Contractor of such termination or negotiating with the Contractor an effective date.

The Contractor shall be entitled to payment for deliverables in progress, to the extent work has been performed satisfactorily.

### **5.14 Termination for Non-Appropriation of Funds**

The continuance of the contract is contingent upon the appropriation of funds to fulfill the requirements of the contract by the Nation Council. If the Nation Council fails to appropriate sufficient monies to provide for the continuation of the contract, or if such appropriation is reduced for any lawful purpose, and the effect of such reduction is to provide insufficient monies for the continuation of the contract, the contract shall terminate on the date of the beginning of the first fiscal year for which funds are not appropriated.

### **5.15 Quantities**

The quantities referenced in the RFP are estimated to be the amount needed. In the event a greater or lesser quantity is needed, the right is reserved by the Nation to increase or decrease the amount, at the unit price stated in the proposal.

The Nation does not obligate itself to contract for or accept more than its actual requirements during the period of the contract, as determined by actual needs and availability of appropriated funds.

### **5.16 Contract and Execution of Contract**

Unless otherwise specified in the proposal, the successful Proposer agrees to enter into the contract on the form prepared by the Nation, a copy of which will be on file in the Ho-Chunk Nation Finance Department.

### **5.17 Delays in Delivery**

Delays in delivery caused by any bona fide strikes, government priority of requisition, riots, fires, sabotage, acts of God, or any other delays deemed by the Nation to be clearly and unequivocally beyond the contractor's control will be recognized by the Nation. The contractor may be relieved of the responsibility of meeting the delivery time as stipulated in the contract upon contractor's filing with the Nation's just and true statements requesting an extension of delivery, signed by the contractor and giving in detail all the essential circumstances which, upon verification by the Nation, justify such action under the provisions of this section by the Nation.

### **5.18 Fair Employment Practices**

All Bids 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.

### **5.19 Non-Discrimination**

In performing in accordance with the terms of the Bid, the contractor agrees not to discriminate against any qualified employee or qualified applicant for employment because of sex, race, religion, color, national origin or ancestry, age, disability, lawful source of income, marital status, sexual orientation, gender identity or expression, past or present membership in the military service, familial status, or based upon affiliation with, or perceived affiliation with any of these protected categories as defined in Ho-Chunk and Wisconsin State Statutes. Contractor is required to include a similar provision in all subcontracts. This provision shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, lay-off or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. The contractor further agrees to take affirmative action to insure equal employment opportunities for persons with disabilities. The contractor agrees to post in conspicuous places available for employees and applicants for employment notices to be provided by the contracting officer setting for the provisions of the nondiscrimination clause.

### **5.20 Federal Executive Orders 12549 and 12689 Debarment and Suspension**

The Ho-Chunk Nation reserves the right to cancel this contract with any federally debarred contractor or a contractor that is presently identified on the list of parties excluded from federal procurement and non-procurement contracts.

### **5.21 Responses to Remain Open**

Responses must remain open and will be deemed to be open and subject to acceptance until awarding of the contract is finalized, or a minimum of sixty (60) days unless otherwise specified following the date set forth for the receipt and filing of the response to the proposal.

### **5.22 Ho-Chunk Nation Reserves the Right to:**

- Accept or reject all or part of any proposal submitted and accept such proposal deemed to be in the best interests of the Nation;  
Reject any and all proposals received in response to this request;
- Accept a proposal that is not the lowest cost;
- Request clarification regarding any proposal;
- Make a partial award, or not make any award.

### **5.23 Interest in Contract**

No officer, employee or agent of the Nation who exercises any functions or responsibilities in connection with the review, approval or administration of this contract shall have any personal interest, direct or indirect, in this contract.

### **5.24 Important – Failure of Compliance**

Failure on the part of the responder to comply with all of the instructions and terms of these Terms and Conditions may result in proposal rejection by the Nation, and/or cancellation of orders without liability to the Nation.

### **5.25 Errors and Omissions in Proposal**

The Nation will not be liable for any error in the proposal. Proposer will not be allowed to alter proposal documents after the deadline for proposal submission, except under the following condition: the Nation reserves the right to make corrections or clarifications due to patent errors identified in proposals by the Nation or the Proposer. The Nation, at its option, has the right to request clarification or additional information from the Proposer.

### **5.26 Changes, Addenda, Withdrawals**

The Nation reserves the right to change the Schedule of Events or issue Addenda to the RFP at any time. The Nation also reserves the right to cancel or reissue the RFP.

If the Proposer needs to submit changes or addenda, such shall be submitted in writing, signed by an authorized representative of the Proposer, cross-referenced clearly to the relevant proposal section, prior to the proposal opening, and should be submitted in a sealed envelope. Such shall meet all requirements for the proposal.

### **5.27 Withdrawal of Proposal**

A Proposer may withdraw a proposal that has been submitted at any time up to the proposal closing date and time. To accomplish this, a written request signed by the authorized representative of the Proposer must be submitted to the Purchasing Agent.

### **5.28 Material in the RFP**

Proposals shall be based only on the material contained in this RFP. The RFP includes official responses to questions, addenda (as applicable), and other material, which may be provided by the Nation pursuant to the RFP.

### **5.29 Waiver of Administrative Informalities**

The Nation reserves the right, at its sole discretion, to waive administrative informalities contained in any proposal.

### **5.30 Ownership of Proposal**

All materials submitted in response to this request become the property of the Nation. Selection or rejection of a response does not affect this right. All proposals submitted will be retained by the Nation and not returned to Proposers. Any copyrighted materials in the response are not transferred to the Nation.

### **5.31 Cost of Offer Preparation**

The Nation is not liable for any costs incurred by prospective Proposers or Contractors prior to issuance of or entering into a Contract. Costs associated with developing the proposal, preparing for oral presentations, and any other expenses incurred by the Proposer in responding to the RFP are entirely the responsibility of the Proposer, and shall not be reimbursed in any manner by the Nation.

### **5.32 Non-negotiable Contract Terms**

Non-negotiable contract terms include but are not limited to taxes, assignment of contract, audit of records, EEOC and ADA compliance, record retention, content of contract/order of precedence, contract changes, governing law, claims or controversies, and termination based on contingency of appropriation of funds.

### **5.33 Taxes**

Any taxes, other than state and local sales and use taxes from which the Nation is exempt, shall be assumed to be included within the Proposer's cost.

### **5.34 Proposal Validity**

All proposals shall be considered valid for acceptance until such time an award is made, unless the Proposer provides for a different time period within its proposal response. However, the Nation reserves the right to reject a proposal if the Proposer's acceptance period is unacceptable and the Proposer is unwilling to extend the validity of its proposal.

### **5.35 Prime Contractor Responsibilities**

The selected Proposer shall be required to assume responsibility for all items and services offered in his proposal whether or not he produces or provides them. The Nation shall 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.

### **5.36 Use of Subcontractors**

Each Contractor shall serve as the single prime contractor for all work performed pursuant to its contract. That prime contractor shall be responsible for all deliverables referenced in this RFP. This general requirement notwithstanding, Proposers may enter into subcontractor arrangements. Proposers may submit a proposal in response to this RFP, which identifies subcontract(s) with others, provided that the prime contractor acknowledges total responsibility for the entire contract.

If it becomes necessary for the prime contractor to use subcontractors, the Nation urges the prime contractor to use Wisconsin vendors, including small and emerging businesses, a small entrepreneurship or a veteran or service-connected disabled veteran-owned small entrepreneurship, if practical. In all events, any subcontractor used by the prime should be identified to the Nation.

Information required of the prime contractor under the terms of this RFP, is also required for each subcontractor and the subcontractors must agree to be bound by the terms of the contract. The prime contractor shall assume total responsibility for compliance.

In the event that subcontractors will be used, the Nation reserves the opportunity to review and approve those subcontractors.

### **5.37 Audit of Records**

The Ho-Chunk Nation Auditor, state auditors, federal auditors or others so designated by the Nation, shall have the option to audit all accounts directly pertaining to the resulting contract for a period of five (5) years after Project acceptance or as required by applicable State and Federal law. Records shall be made available during normal working hours for this purpose.

### **5.38 Civil Rights Compliance**

The Contractor agrees to abide by the requirements of the following as applicable: Title VI and Title VII of the Civil Rights Act of 1964, as amended by the Equal Opportunity Act of 1972, Federal Executive Order 11246, the Federal Rehabilitation Act of 1973, as amended, the Vietnam Era Veteran's Readjustment Assistance Act of 1974, Title IX of the Education Amendments of 1972, the Age Act of 1975, and Contractor agrees to abide by the requirements of the Americans with Disabilities Act of 1990. Contractor agrees not to discriminate in its employment practices, and will render services under the contract and any contract without regard to race, color, religion, sex, national origin, veteran status, political affiliation, or disabilities. Any act of discrimination committed by Contractor, or failure to comply with these statutory obligations when applicable shall be grounds for termination of the contract.

### **5.39 Record Retention**

The Contractor shall maintain all records in relation to the contract for a period of at least five (5) years after final payment, or for such other time period as specified by the Nation.

#### **5.40 Record Ownership**

All records, reports, documents, or other material related to any contract resulting from this RFP and/or obtained or prepared by Contractor in connection with the performance of the services contracted for herein shall become the property of the Nation and shall, upon request, be returned by Contractor to the Nation, at Contractor's expense, at termination or expiration of the contract.

#### **5.41 Content of Contract/ Order of Precedence**

In the event of an inconsistency between the contract, the RFP and/or the Contractor's Proposal, the inconsistency shall be resolved by giving precedence first to the final contract, then to the RFP and subsequent addenda (if any) and finally, the Contractor's Proposal.

#### **5.42 Contract Changes**

No additional changes, enhancements, or modifications to any contract resulting from this RFP shall be made without the prior approval of the Nation.

Changes to the contract include any change in: compensation; beginning/ ending date of the contract; scope of work; and/or Contractor change through the Assignment of Contract process. Any such changes, once approved, will result in the issuance of an amendment to the contract.

#### **5.43 Substitution of Personnel**

The Nation intends to include in any contract resulting from this RFP the following condition:

Substitution of Personnel: If, during the term of the contract, the Contractor or subcontractor cannot provide the personnel as proposed and requests a substitution, that substitution shall meet or exceed the requirements stated herein. A detailed resume of qualifications and justification is to be submitted to the Nation for approval prior to any personnel substitution. It shall be acknowledged by the Contractor that every reasonable attempt shall be made to assign the personnel listed in the Contractor's proposal.

#### **5.44 Governing Law**

All activities associated with this RFP process shall be interpreted under Ho-Chunk Nation Law. All proposals and contracts submitted are subject to provisions of the laws of the Ho-Chunk Nation and specifications listed in this RFP. Jurisdiction and venue for any suit filed in connection with this RFP process and contract shall be exclusive to the Ho Chunk Nation Tribal Court.

#### **5.45 Non-waiver of Sovereign Immunity**

Nothing contained in this RFP or any Agreements hereinafter shall in any manner be construed or deemed to be a waiver of the sovereign immunity of the Nation, except that the Nation agrees that it shall make the payment for goods and services provided under the Agreement in accordance with its terms upon satisfactory performances by the Service Provider of its obligations hereunder. This limited waiver pertains to payment for goods and services delivered in strict accordance with this Agreement, and to no other claim or cause of action whatsoever, whether or not arising under or in any way in connection with this Agreement. This limited waiver is personal to the Service Provider and is non-assignable. Commencement of an action by Nation against the Service Provider shall not constitute consent to any countersuit by the Service Provider exceeding the scope of this limited waiver.

#### **5.46 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 means, any person employed in the completion of work, to give up any part of the compensation to which he is otherwise entitled.

**5.47 Payment**

Payment under this Agreement is contingent upon Contractor furnishing Nation with a completed W-9 IRS tax form, which shall be attached hereto and incorporated herein. Contractor shall cooperate with Nation in furnishing any additional information Nation may need to comply with rules and regulations of the Internal Revenue Service.

## Attachment A – RFP Submittal Checklist

Task	Reference	Submitted
Background Material	4.4	
Executive Summary	4.5	
Scope of Services	4.6	
Company Background (including copy of certificate of insurance)	4.7	
Implementation Plan	4.8	
Training Plan	4.9	
Maintenance and Support Program – Proposal Section 6.0	4.10	
Ho-Chunk Nation Specific Issues to be Addressed by RFP	4.11	
Client References	4.12	
Exceptions to the RFP	4.13	
Sample Documents	4.14	
Pricing (separate envelope)	4.15	
Other Required Attachments		
Attachment A RFP Submittal Checklist	This sheet	
Attachment B Implementation Reference Form		
Attachment C RICE Matrix		
Attachment D RAID log		
Number of Hard Copies	1 signed original	
Number of Digital Copies	1 flash drive	

## Attachment B – Implementation Reference Form

References shall be included subject to the Nation’s preferences cited in Section 4.12 of the RFP.

It is mandatory for Proposers to complete the following table for all references:

Reference Table	
Contact Information	
Organization Name	
Organization Size/Description	
Contact Name	
Title	
Address	
Phone	
Email	
Project Information	
Project Name	
Project Dates (Start - Finish)	
Project Manager	
Project Description	
Software Implemented	
Was the project completed on time and on budget? If not, provide a description.	
Provide any lessons learned	

**Attachment C – RICE Matrix**

(Excel file attached)

**Attachment D – RAID log**

(Excel file attached)