Ho-Chunk Nation

Request for Quotation
FOR THE HO-CHUNK NATION
Exit Interview Survey
RFQ Number: 2021SFS02

This Request for Quotation (RFQ) is for the purpose of contracting with a qualified firm to provide the Ho-Chunk Nation with an Exit Interview Survey, outlined within this document. All requirements are as per specifications enclosed herein.

Quotation Due Date: December 13, 2021 at 2:00pm (CST)

General Requirement: This is a Request for Sealed Quotation (see attached). Quotation will be opened and evaluated in private and Quotation information will be kept confidential until an award is made. **One (1) original copy of the complete Quotation is to be submitted electronically.**

Quotation of:

Company Name: _____

Address: _____

_____

Contact Person: _____

Telephone: _____

Facsimile/Email: _____

Quotations shall be submitted electronically by due date and time to:

Steve Sallaway / Procurement Agent
Ho-Chunk Nation Department of Treasury
Procurement Division
Phone: 800-779-2873, Ext 11316

PO Box 640
W9814 Airport Road
Black River Falls, WI 54615
Email: steve.sallway2@ho-chunk.com

Schedule of Events

Release of Project on Website	November 22, 2121 by 4:00pm (CST)
Deadline for Questions by e-mail via addendum	November 29, 2021 by 4:00pm (CST)
Posting of Answers to Addendums	December 06, 2021 by 4:00pm (CST)
Quote Due Date	December 13, 2021 at 2:00pm (CST)
Vendor Presentation	December 29, 2021 at 9:00am (CST)

Proposers should consult the website: Procurement Opportunities - Ho-Chunk Nation **daily for RFQ Addendum, clarifications, schedule changes or other important information.**

Quotes shall be submitted via email to:

Contact Person:

Steve Sallaway
Procurement Agent
Ho-Chunk Nation Department of Treasury
Procurement Division
PO Box 640
W9814 Airport Road
Black River Falls, WI 54615
Phone: 800-779-2873, Ext 11316
Email: steve.sallaway2@ho-chunk.com

Vendor Certification

We agree to furnish and deliver any and all of the deliverables and services named in the attached Request for Quotation (QUOTE)

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

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

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

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

We agree that our quote will remain firm for a period of up to 120 days in order to allow the Ho-Chunk Nation adequate time to evaluate the qualifications submitted.

MANDATORY PAGE

QUOTE SIGNATURE AND CERTIFICATION (must be signed and returned with quote)

I/We certify that this quote is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a quote for the same materials, supplies, equipment, or services and is in all respects fair and without collusion or fraud. I/We understand collusive proposing is a violation of State and Federal law. I/We certify that we have not been barred from contracting with a unit of Local, State, Federal, or Tribal Government. No officer, employee or agent of the Ho-Chunk Nation or any other Quoter has interest in said quote and that the undersigned executed this Quoter's Certification with full knowledge and understating of the matters therein contained and was duly authorized to do so. I/We agree to all conditions of the quote and certify that I/We am/are authorized to sign this quote for the Quoter.

**State of Incorporation _____
Individual – Partnership – Company – Corporation (Circle One)

Federal Tax Identification Number (FEIN) _____

_____
(Business Name)

_____
(Business Address)

_____
(City, State, and Zip Code)

_____
(By Printed Name and Signature) (Title)

_____
(Witness Signature) (Title)

_____
(Telephone No) (Email)

_____
(Date)

MANDATORY PAGE

QUOTE FORM

The following required services/items shall be provided according to the solicitation conditions contained herein.

PRICING INFORMATION:

Pricing Information:

1st Year: _____ [ ] check box if subscription based

2nd Year: _____ [ ] check box if subscription based

3rd Year: _____ [ ] check box if subscription based

Please note: 2nd & 3rd Year are optional to quote.
Requesting Dept., will determine time period at the conclusion of this process.

Assuming your product is subscription based, please indicate in yearly pricing

Return the following with your quote. If Quoter fails to provide with their quote, their quote may be considered non-responsive and will not be considered.

- W-9 Form
- Certificate of Insurance
- Acknowledgment of any Addenda
- All Mandatory Pages Contained Herein

MANDATORY PAGE

REFERENCES

Please list three (3) references that you have done similar work, service or supplied similar products to within the last twelve (12) months.

Entity: _____
Address: _____
_____
_____
Contact Name: _____
Telephone Number: _____
Email: _____

Entity: _____
Address: _____
_____
_____
Contact Name: _____
Telephone Number: _____
Email: _____

Entity: _____
Address: _____
_____
_____
Contact Name: _____
Telephone Number: _____
Email: _____

MANDATORY PAGE

EXCEPTIONS TO THE QUOTE:

List any exceptions to the Quote Specifications

_____

_____

_____

1.0 BACKGROUND INFORMATION

The Ho-Chunk Nation (Ho-Chunk Nation) is a sovereign government dedicated to improving the lives of its constituents. In 1963, the Wisconsin Winnebago Ho-Chunk Nation was recognized as a federal tribe pursuant to the Indian Reorganization Act of 1934. On November 1, 1994, the Wisconsin Winnebago Ho-Chunk Nation officially changed its name to the Ho-Chunk Nation when the Secretary of the Interior formally recognized its new constitution. The Ho-Chunk Nation's main office is located in Black River Falls, Wisconsin. In addition to its government operations, the Ho-Chunk Nation currently operates six (6) gaming facilities, three (3) hotels, a resort, a convention center, five (5) convenience stores, a gift shop and a number of other ancillary businesses.

2.0 STATEMENT OF WORK

Request for Quotation (RFQ) is a method of procurement, which obtains competitive quotes and is the preferred method for acquiring goods, services, and construction in which the award is made to the lowest responsive and responsible Quoter, that is in the best interest of the Ho-Chunk Nation. Quotes are due at the time and date specified in this document. Late quotes or quotes received after the specified time and date will not be considered and will be rejected and returned to the vendor at vendor's expense, unopened.

The purpose of this Request for Quotation (RFQ) is to obtain competitive quote packages from responsive, responsible, and qualified Quoters to provide Exit Interview Surveys.

Please note however, the contract, regardless of the length of the term will be subject to the Ho-Chunk Nation's right to terminate the contract, with or without cause, upon prior written fourteen (14) day notice.

Freight is all-inclusive unless otherwise stated. The Ho-Chunk Nation does NOT accept any fuel surcharges.

3.0 SCOPE OF WORK

We currently employ 1,977 employees and currently in-house all exit surveys. We ask each vendor to provide information within their quotation, on their firm's unique solution to third party exit interview surveys.

We ask for vendor presentations. Vendors will be informed by Procurement via addendum if chosen to present. Time & dates will be established with chosen vendors to give demonstrations and/or presentations. Within your presentation, please provide detailed information on your Firm's approach thru to its completion. Also, please include general information regarding your Firm. We also prefer to have the vendor fully process our exit interviews and would also ask for a tailored end product. Also, during the presentation portion, we will include our IT Staff that will have questions to help determine viability and/or compatibility of the software. Vendor solutions must interface with Infor Lawson Global Human Resource.

Please be aware that this quote is, currently, for budgetary purposes only.

4.0 TERMS AND CONDITIONS

4.1 Receipt and Handling

At time of receipt at the Ho-Chunk Nation's Procurement Division, all quotes will be stamped showing date and time of delivery. Late quotes or quotes received after the specified time and date will not be considered and will be rejected and returned to the vendor at vendor's expense, unopened.

SEALED QUOTE ENVELOPES ARE TO BE CLEARLY MARKED WITH THE QUOTE TITLE, QUOTE NUMBER, TIME AND DATE OF OPENING. Any quotes received after the due date and time (late quotes) will not be considered and will be returned unopened to the Quoter.

4.2 Quote Award

The quote award will be made to the lowest responsive, responsible Quoter solely in accordance with the criteria set forth in the quote. The Ho-Chunk Nation will be the sole judge of acceptability of any products/services offered.

4.3 Quote Guarantee

This quote shall be firm for at least 120 days after the latest time specified for submission of quotes and thereafter until written notice is received from the Quoter.

4.4 Substitutions

NO substitutions, additions, or cancellations are permitted unless all such requests are submitted in writing and approved by the Ho-Chunk Nation. Requests for substitutions will be reviewed by the Ho-Chunk Nation and approval may be given by the Ho-Chunk Nation at its sole discretion.

4.5 Workmanship

Items shall be manufactured according to the highest traditions of the industry and shall meet all minimum commercial standards of quality. The Ho-Chunk Nation shall be the sole judge of acceptable products. Unacceptable products will be rejected and suitable price adjustments made. When the Ho-Chunk Nation determines a Quoter's quote to be unacceptable, such Quoter shall not be afforded an additional opportunity to supplement its quote.

4.6 Reserved Rights

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

4.7 Incurred Cost

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

4.8 Full Pricing and Contingencies

The Ho-Chunk Nation shall hold the successful Quoter to their quote pricing. Additional charges for contingencies discovered by the vendor at any time after the date of opening this quote will not be considered by the Ho-Chunk Nation.

4.9 Recourse for Unsatisfactory Materials

All payments shall be contingent upon the Ho-Chunk Nation's inspection or and satisfaction with product or completed work. Any defective work or materials, non-conformance to quote specifications, damaged materials, or unsatisfactory installation shall be corrected by the Quoter to the Ho-Chunk Nation's satisfaction at no additional charge.

4.10 Security

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

4.11 OSHA Requirements

The Occupational Safety and Health Act of 1970 (OSHA) and the Ho-Chunk Nation's Occupational Safety and Health Program Act of 2002, 6 HCC §8 "guarantees workers the right to a safe and healthful workplace". Under Section5 (a) (1) of the OSHA Act, the employer must "furnish to each of his employees' employment and a place of employment which are free from recognized hazards that are causing or likely to cause death or serious physical harm to his employees." There are times when the Ho-Chunk Nation must hire entitles and individuals (contractors) to perform services. To this end, contractors hired by the Ho-Chunk Nation must perform their duties in a manner that is compliant with all state, federal, and tribal health and safety laws and industry guidelines. It is the responsibility of the contractor to ensure that their personnel and subcontractors comply with all state, federal, and tribal health and safety laws and regulation and industry guidelines, including, but not limited to those set forth by: OSHA and related regulations, the Safety Inspection and Education Act, the Health and Safety Act, the Ho-Chunk National Institute of Occupational Safety and Health, the Ho-Chunk National Fire Protection Association, the Centers for Disease Control, American Industrial Hygiene Association, the American Council of Governmental Industrial Hygienists, the Environmental Protection Agency, and the Department of Transportation

4.12 This Section Intentionally Left Blank

4.13 Force Majeure Clause
All parties shall not be liable under the provisions of the contract for damages on account of strikes, lockouts, accidents, fires, inclement weather, delays of common carriers, acts of God, detrimental government actions, state of way, or any other causes beyond the control of the parties.

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

4.15 Payments
The Quoter shall furnish the Ho-Chunk Nation with an itemized invoice. Quoter shall be compensated for performance of the project and/or delivery of purchased item(s) on the basis, in the manner, and at a time specified on the attached documentation.

4.16 Quoter Responsibilities
The selected Quoter will be required to assume responsibility for all services offered in this quote. The Ho-Chunk Nation will consider the selected Quoter to be the sole point of contact with regard to contractual matters, including payment of any and all charges resulting from the contract.
Any contract resulting from the QUOTE may not be assigned, in whole or in part without written consent of the Ho-Chunk Nation. If the Quoter attempts to make such an assignment without the written consent of the Ho-Chunk Nation, the Quoter shall nevertheless remain legally responsible for all obligations under the Contract.

4.17 Interpretation or Correction of Request for Quotation
Quoters shall promptly notify the Procurement Manager of any ambiguity, inconsistency, or error, which they may discover upon examination of the Request for Quotation. Interpretations, corrections, and changes to the Request for Quotation will be made by addendum. Interpretations, corrections, or changes made in any other manner will not be binding.

4.18 Compliance with Laws
The Quoter hereto covenants and agrees to comply with all applicable federal, state, tribal, and local laws, codes, ordinances, rules and regulations. Failure to comply with the terms of this provision shall constitute a breach of contract and permit the Ho-Chunk Nation to terminate this Request for Quotation in accordance with the terms of the Ho-Chunk Nation provisions stated herein.

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

4.20 Termination
Failure to comply with the terms and conditions as herein stated shall be cause for cancellation of the contract. The Ho-Chunk Nation will give written notice of unsatisfactory performance and the

Quoter will be allowed fourteen (14) days to take corrective action and accomplish satisfactory control. If at the end of the fourteen days, the Ho-Chunk Nation deems the Quoter's performance still unsatisfactory, the contract shall be canceled. The exercise of its right of cancellations shall not limit the Ho-Chunk Nation's right to seek any other remedies allowed by law. The successful Quoter will agree that the resulting contract is made subject to available budgetary appropriations and shall not create any obligation on behalf of the Ho-Chunk Nation in excess of such appropriations. In the event that no funds or insufficient funds are appropriated and budgeted, this Contract shall terminate without penalty or expense to the Ho-Chunk Nation fourteen (14) days after written notification of termination from the Ho-Chunk Nation.

4.21 Rejection of Quote, Waiver or Irregularities

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

4.22 This Section Intentionally Left Blank

4.23 Workmanship

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

4.24 Insurance

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

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

4.25 Evidence of Insurance

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

(a) The Ho-Chunk Nation shall be provided with Certificates of Insurance evidencing the above required insurance, prior to commencement of the contract and thereafter with certificates evidencing renewals or replacements of said policies of insurance at least fifteen (15) days prior to the expiration or cancellation of any such policies;

(b) The contractual liability arising out of the contract shall be acknowledged on the Certificate of Insurance by the insurance company;

(c) The Ho-Chunk Nation shall be provided with thirty (30) days prior notice, in writing, of Notice of Cancellation or material change and said notification requirement shall be stated on the Certificate of Insurance;

(d) Subcontractors, if any, comply with the same insurance requirements. In addition to being named as an additional insured on the Certificate of Insurance, each liability policy shall contain an endorsement naming the Ho-Chunk Nation as and additional insured. A Copy of the endorsement shall be provided to Ho-Chunk Nation along with the Certificate of Insurance; and

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

Ho-Chunk Nation, a body politic
W9814 Airport Road
Black River Falls, WI 54615

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

Ho-Chunk Nation Treasury, Procurement Division
W9814 Airport Road
Black River Falls, WI 54615

The Ho-Chunk Nation shall be provided with Certificates of Insurance evidencing the above required insurance prior to the commencement of this Agreement and thereafter with the certificated evidencing renewals or changes to said policies of insurance at least fifteen (15) days prior to the expiration or cancellation of any such policies. **The Ho-Chunk Nation shall be named as additional insured on all liability policies, and the parties acknowledge that any insurance maintained by the Ho-Chunk Nation shall apply in excess of, and not contribute to, insurance provided by successful Quoter.** The contractual liability arising out of the Agreement shall be acknowledged on the Certificate of Insurance by the insurance company. The Ho-Chunk Nation shall be provided with thirty (30) days prior notice, in writing, of Notice of Cancellation or material change, and said notification requirements shall be stated on the Certificate of Insurance.

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

4.26 Indemnification

The Quoter shall indemnify and hold the Nation harmless from any claims, actions, and liabilities arising from any breach of the contract, or otherwise arising in connection with the Quoter's performance of the contract, unless and if only caused by the wrongful act or gross negligence of an employee or other agent of the Nation. If any employee of the Quoter is sued based on any cause of action; the Nation shall have the right to defend such actions on behalf of

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

4.27 Choice of Law and Venue

The Quoter agrees that this quote has been executed and delivered on sovereign Ho-Chunk Nation lands and that their relationship and any and all disputes, controversies or claims arising under this proposal or any resulting contract shall be governed by the laws of the Ho-Chunk Nation, without regard to conflicts of laws principles. The Quoter further agrees that the exclusive venue for all such disputes shall be the Ho-Chunk Nation Tribal Court, Black River Falls, Wisconsin, and the Quoter hereby consent to the personal jurisdiction thereof.

4.28 Relationship of Parties

The parties to any agreement agree that the successful Quoter is an independent business/person or corporation and that the relationship created by any agreement is that of an Independent Contractor. No agent, employee or servant of the Quoter shall be deemed to be an employee, agent, or servant Nation. The Quoter is not authorized to bind the Nation to any agreement or act on the behalf of the Nation in anyway; other than perform the scope of services or supply of goods and shall not represent to any person or otherwise purport to be so authorized.

4.29 No Employment Rights or Benefits

The Quoter is not an employee of the Ho-Chunk Nation and is not entitled to the benefits provided by the Ho-Chunk Nation to its employees, including, but not limited to commendation, insurance, unemployment insurance, group insurance and pension plan. No right, preference or interest conferred upon employees of the Nation by the Employment Relations Act of the Nation, or any source, whatsoever, shall apply to the Quoter. The Quoter shall not be entitled to any such right, preference, or interest and shall have no right to utilize any grievance procedure or any other procedural right provided thereby. The Quoter shall be entitled to only such rights, preferences, or interests as may be specifically conferred in this Agreement or by the laws of the Ho-Chunk Nation which are generally applicable to independent service contractors with the Nation.

4.30 Quoter Tax and Recordkeeping Responsibilities

Both the No-Chunk Nation and the Quoter will recognize and agree that the Quoter is and shall be treated as an Independent Contractor for all purposes under the laws of the Ho-Chunk Nation and any and all other applicable tax laws.

4.31 Compliance with Drug Policy

Quoter shall quote by the Nation's Drug and Controlled Substance Policies and Procedures and agrees to submit to testing pursuant to the Drug Policies and Procedures. The contract shall immediately terminate upon positive test result of the Quoter for a drug or controlled substance in accordance with the Drug Policies and Procedures. No Quoter shall be eligible to enter into a contract with the Nation during any period where Quoter is ineligible by the Nation in accordance with Drug Policies and Procedures.

4.32 Vendor Licensing

If the successful Quoter is subject to comply with the Nation vendor licensing requirements and fails to fulfill such requirements, the contract will be voidable by the Nation.

4.33 Non-Waiver of Sovereign Immunity

Nothing contained in contract or any amendments 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 it shall make the payment for goods and services provided under contract in accordance with its terms upon satisfactory performances by the Quoter of its obligations hereunder. This limited waiver pertains to payment of goods and services delivered in strict accordance with the contract and to no other claim or cause of action whatsoever, whether or not arising under or in any way connected with the contract. This limited waiver is personal to the successful Quoter and is non-assignable. Commencement of any action by the Nation against the successful Quoter shall not constitute consent to any countersuit by the successful Quoter exceeding the scope of this limited waiver. Nothing in this section shall give the successful Quoter recourse to collect any assets held in trust for individual members of the Nation, including assets credited to the trust accounts for minors or legally incompetent persons. Quoter will agree that if they receive a judgment against the Nation for goods or services rendered, they will not be able to collect from the above indicated assets.

4.34 Non-Disclosure

The Quoter within the scope of work may receive confidential information, either in written form or by observation and agrees that any such information or access shall be kept confidential and shall not disclose or reveal it to any person other than to its representatives who are involved in the project. Quoters and their representatives agree to maintain confidential information as confidential and not to disclose or reveal it to any other person not association with the project.

4.35 Successors and Assignments

The benefits and obligations of the contract shall transfer and be binding upon the parties and their respective successors and permitted assigns, provided that neither party may assign or transfer their interest in the contract without prior written approval of the other party, which shall not be reasonably withheld.

4.36 Mandatory Pages

All mandatory pages must be included and must be signed by a person authorized to legally bind the company. ***FAILURE TO INCLUDE THE MANDATORY PAGES WILL RESULT IN THE REJECTION OF YOUR SUBMISSION.***

4.37 Fair Employment Practices

All quotes 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 quote award.

4.38 Anti-Kickback Clause

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

4.39 Debarment and Suspension

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

4.40 Civil Rights Compliance

The Quoter agrees to quote by the requirements or 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 Quoter agrees to quote by the requirements of the Americans with Disabilities Act of 1990. Quoter 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 the Quoter, or failure to comply with these statutory obligations when applicable shall be grounds for termination of the contract.

4.41 This Section Intentionally Left Blank

4.42 Quote Withdrawal

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

4.43 Contract

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

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

4.44 Default

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

4.45 Restrictions on Communications with Staff

From the issue date of this quote until a Quoter is selected and the selection is announced, Quoters are not allowed to communicate for any reason with any Ho-Chunk Nation staff or officials except through procurement staff email named wherein or as provided by existing work agreement(s). For violation of this provision, Ho-Chunk Nation shall reserve the right to reject the quote of the offending Quoter. All questions concerning this QUOTE must be submitted by e-mail to the appropriate procurement professional assigned to this project and shall reference the numbered item for which the question is asked.

4.46 Conflict of Interest

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

4.47 Ethics in Public Contracts

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

4.48 Confidentiality Requirements and Public Information Disclosure

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

4.49 Cancellation of Quotes

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

4.50 Contract Documents

Sample contract documents are provided as an attachment to this solicitation. These documents will be provided to the successful quoter upon award. Any unauthorized alteration of these documents will automatically void the contract. No agreement or understanding to modify the contract shall be binding upon the Nation unless in writing and approved by the Nation. If this is for construction a similar document will be provided to quoter with construction terms.

4.51 Directions for Submission Submittal

Submit one (1) quote; multiple quotes will not be accepted.

Electronic Submissions are acceptable for Request for Quotations (RFQ) to the appropriate procurement staff member.

Optional: to send a hard copy, qualified individuals or firms are to submit **one (1) original document(s)** of the completed quote and supported documentation to:

Ho Chunk Nation Treasury Dept.
Steve Sallaway, Procurement Agent
P.O. Box 640
W9814 Airport Road
Black River Falls, WI 54615

All data and documentation submitted as part of this quote shall become the property of the Ho-Chunk Nation. Quotes must be received by **2:00 p.m. (CST) on December 13, 2021**. It is the responsibility of the Quoter to ensure that the quotes are received on time.

Absolutely no quote will be accepted after the time specified. Late quotes shall be rejected and returned unopened to the sender. The Ho-Chunk Nation does not prescribe the method by which quotes are to be transmitted; therefore, it cannot be held responsible for any delay, regardless of reason, in the transmission of quotes.

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

END OF DOCUMENT

Attachments

Revised 9-26-2018

HO-CHUNK NATION
GENERAL TERMS AND CONDITIONS

Independent Contractor
(IRS W-9)

THIS AGREEMENT is entered into by and between the **HO-CHUNK NATION**, a federally recognized Indian Tribe located at W9814 Airport Road, P.O. Box 667, Black River Falls, Wisconsin 54615, acting by and through its Ho-Chunk Dept (hereinafter "Nation"), AND Your name goes here having its principal place of business at Your address goes here (hereinafter "Service Provider"), collectively known as the Parties.

In consideration of the mutual promises set forth herein and for other good and valuable consideration, the receipt of which is hereby acknowledged, the Parties agree as follows:

1.) PROJECT AND/OR PURCHASE ITEMS. The Nation hereby contracts with the Service Provider to perform the project and/or deliver purchased item(s) described on the attached documentation hereto incorporated herein. This documentation may take the form of a Statement of Work created by the Nation, terms of a bid or RFP, or an invoice from Service Provider describing the services to be performed or goods to be delivered.

2.) SERVICE PROVIDER DUTIES. The Service Provider shall:

a.) Perform and carry out the project in a good and workman-like manner and to the best of Service Provider's abilities;
b.) Devote sufficient time to the Project to carry it out in an appropriate and proficient manner, and in accordance with the timetable, described on the attached Service Provider's documentation;
c.) Conduct the Project and perform services in a professional manner and in accordance with the directives of the Nation's Representative, identified on the attached documentation; and/or
d.) Deliver purchase item(s) in accordance with the specifications and directives of the Nation's Representative, identified on the attached documentation.
e.) The Service Provider warrants to the Nation that all goods and services furnished hereunder, will conform in the necessary respects to the terms of this Agreement, including any drawings, specifications or standards incorporated herein, and/or defects in materials, workmanship and free from such defects in design. In addition, the Service Provider warrants that goods and services are suitable for and will perform in accordance with the purposes for which they were intended.
f.) Regardless of F.O.B. point, Service Provider agrees to bear all risk of loss, injury, or destruction of goods and materials ordered herein which for any reason occur prior to acceptance of the Nation. No such loss, injury, or destruction shall release the Service Provider from any obligations herein.
g.) The Service Provider shall submit a Certificate of Insurance naming the Ho-Chunk Nation as additional insured, and it must be submitted prior to starting work.

3.) PAYMENT. Service Provider shall be compensated for performance of the Project and/or delivery of purchase item(s) on the basis, in the manner, and at the time specified on the attached documentation.

4.) TERM. This Agreement shall commence on the date specified on the attached Service Provider's agreement and shall continue until the earliest to occur of: (a) completion of the Project and/or delivery of purchased item(s); (b) either party terminates this Agreement with at least fourteen (14) days prior written notice; or (c) the Nation terminates this Agreement immediately following the material breach of this Agreement by Service Provider. In lieu of 14 days notice, the Nation may terminate this Agreement immediately, but must pay Service Provider for any work that would have been done in the 14 day period after notice would have been given. Should the Service Provider subsequently assume employment with the Nation in any capacity, this Service Agreement shall immediately terminate. No payment will be made for services under this Agreement, if such services are rendered while Service Provider is in a dual employment situation with the Nation. Material breach is defined as failure to provide duties as identified herein, or the Service Provider's assumption of simultaneous (dual) compensated employment with the Nation in any capacity, contractual or at-will.

5.) RELATIONSHIP OF PARTIES. The Parties to this Agreement agree that Service Provider is an independent business/person or corporation and that the relationship created by this Agreement is that of Independent Contractor. No agent, employee, or servant of Service Provider shall be deemed to be an employee, agent or servant of the Nation. The Service Provider is not authorized to bind the Nation to any agreement or act on the behalf of the Nation in anyway; other than to perform the Project, and shall not represent to any person or otherwise purport to be so authorized.

6.) NO EMPLOYMENT RIGHTS OR BENEFITS. Service Provider is not an employee of the Ho-Chunk Nation and is not entitled to the benefits provided by the Ho-Chunk Nation to its employees, including, but not limited to, commendation, insurance, unemployment insurance, group insurance and pension plan. No right, preference or interest conferred upon employees of the Nation by the Employment Relations Act of the Nation, or any other source whatsoever, shall apply to the Service Provider. The Service Provider shall not be entitled to any such right, preference, or interest, and shall have no right to utilize any grievance procedure or any other procedural right provided thereby. The Service Provider shall be entitled to only such rights, preferences, or interests as may be specifically conferred in this Agreement or by the laws of the Ho-Chunk Nation which are generally applicable to independent service contractors with the Nation.

7.) SERVICE PROVIDER TAX AND RECORD KEEPING RESPONSIBILITIES. The Parties recognize and agree that Service Provider is and shall be treated as an Independent Contractor for all purposes under the laws of the Ho-Chunk Nation and any and all other applicable tax laws.

8.) INDEMNIFICATION. The Service Provider shall indemnify and hold the Nation harmless from any claims, actions, and liabilities arising from any breach of this Agreement by Service Provider, or otherwise arising in connection with Service Provider's performance of the Project, unless and only if caused by the wrongful act or gross negligence of an employee or other agent of the Nation. If any employee of Service Provider is sued based on any cause of action; Nation shall have the right to defend such actions on behalf of it. Services Provider agrees to defend itself and to fully cooperate with the defense of the Nation. Service Provider shall pay for the cost of Nation defending a lawsuit as well as any liability incurred by Nation's pursuant to this section.

9.) COMPLIANCE WITH DRUG POLICY. Service Provider shall abide by the Nation's Drug and Controlled Substance Policies and Procedures and agrees to submit to testing pursuant to the Drug Policies and Procedures. This Agreement shall immediately terminate upon positive test result of Service Provider for a drug or controlled substance in accordance with the Drug Policies and Procedures. No Service Provider shall be eligible to enter into a Service Agreement with the Nation during any period where Service Provider is ineligible to be employed by the Nation in accordance with the Drug Policies and Procedures.

10.) VENDOR LICENSING. If Service Provider is subject to comply with Nation vendor licensing requirements and fails to fulfill such requirements, this Agreement is voidable by the Nation.

11.) CHOICE OF LAW. This Agreement shall be construed under the laws of the Nation. The undersigned agrees that the Trial Court of the Ho-Chunk Nation in Black River Falls, Wisconsin shall have exclusive jurisdiction over any claim or controversy arising hereunder. The undersigned does hereby consent to the subject matter and personal jurisdiction of said Court over any such dispute arising pursuant to this Agreement and any and all subsequent additions, appendixes, addenda or any other amendment to this Agreement, without regard to conflicts of laws.

12.) NON-WAIVER OF SOVEREIGN IMMUNITY. Nothing contained in this Agreement or any amendments 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 this 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 Service Provider and is non-assignable. Commencement of an action by Nation against Service Provider shall not constitute consent to any countersuit by Service Provider exceeding the scope of this limited waiver. Nothing in this section shall give Service Provider recourse to collect any assets held in trust for individual members of the Nation, including assets credited to the trust accounts for minors or legally incompetent persons. Service Provider agrees that if they receive a judgment against the Nation for goods and services rendered, they will not be able to collect from the above indicated assets.

13.) NON-DISCLOSURE. Service Provider, within the scope of work may receive confidential information, either in written form or by observation and agrees that any such information or access shall be kept confidential and shall not disclose or reveal it to any person other than to its Representatives who are involved in the project. Service Provider and its Representatives agree to maintain the Confidential Information as confidential and not to disclose or reveal it to any other person not associated with the project.

14.) INSPECTION. The Nation reserves the right to inspect goods at a reasonable time subsequent to delivery where circumstances or conditions prevent effective inspection of goods at time of delivery. Damaged goods or materials will be rejected and returned to the Service Provider at no cost to the Nation.

15.) SUCCESSORS AND ASSIGNMENTS. The benefits and obligations of this Agreement shall transfer and be binding upon the Parties and their respective successors and permitted assigns, provided that neither party may assign or transfer their interest in this Agreement without prior written approval of the other party(s), which shall not be unreasonably withheld.

16.) FORCE MAJEURE CLAUSE. All Parties shall not be liable under the provisions of this Agreement for damages on account of strikes, lockouts, accidents, fires, inclement weather, delays of common carriers, acts of God, detrimental governmental actions, state of war or any other causes beyond the control of the parties.

15.) TIME IS OF ESSENCE. All times stated in this Agreement or in all related document(s) are of the essence in this Agreement.

17.) SEVERABILITY OF AGREEMENT CLAUSES. If any provision of this Agreement is invalid or unenforceable under any statute or rule of law within the appropriate jurisdiction, the provision is to that extent to be deemed omitted and the remaining provisions shall not be affected in any way.

18.) WARRANTIES OF AUTHORITY TO ENTER THIS AGREEMENT. Each party represents and warrants that it has the full right, power and authority to enter into this Agreement and to effectuate the purpose and intent hereof. Each party further represents and warrants, respectively, that it is aware of no obligation or disability that would prevent it from entering into this Agreement and fully performing all of its obligations hereunder.

19.) ENTIRE AGREEMENT. This Agreement contains the entire agreement and understanding between the Nation and Service Provider relating to the subject matter herein, and supersedes any other agreement or understanding, whether written or oral, relating to this Agreement. The Nation will accept no alteration of this Agreement by the Service Provider. The Service Provider agrees that the Ho-Chunk Nation Service Provider Agreement supersedes any conflicting language which may include documentation provided by the Service Provider, including but not limited to, agreements, contracts, proposals, bids, or invoices. No terms of the Service Provider on any of their documentation that may be incorporated shall be binding upon the Nation. Any unauthorized alteration of this Agreement will automatically void this Agreement. No agreement or understanding to modify this agreement shall be binding upon the Nation unless in writing and approved by the Nation.

20.) DUPLICATE AND COUNTERPARTS. This Agreement may be signed in one copy or any number of copies, and all copies shall constitute one and the same original. An electronic signature or a facsimile copy of a signature upon this Agreement shall be binding upon the party whose signature so appears.

21.) ATTESTATION.

IN WITNESS WHEREOF, the Parties execute this Agreement at Ho-Chunk Nation Executive Building in Jackson County, Wisconsin.

HO-CHUNK NATION,

By: _____
President / Vice-President

Date: _____

SERVICE PROVIDER,

By: _____
Authorized Signature

Date: _____

Request for Taxpayer Identification Number (W-9) and Certification

Name (as shown on your income tax return):	
Business name/disregarded entity name, if different from above:	
Check appropriate box for federal tax classification: Individual/sole proprietor ☐ C Corporation ☐ S Corporation ☐ Partnership ☐ Limited liability company ☐	
Taxpayer Identification Number (TIN): Enter your TIN in the appropriate box. The TIN provided must match the name given on the "Name" line to avoid backup withholding. For individuals, this is your social security number (SSN). For other entities, it is your employer identification number (EIN).	**Social Security Number:** **Employer Identification Number:**

Certification:

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. citizen or other U.S. person (defined below), and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return.

Further, I affirm that I/we are NOT an employee(s) of the Nation, as evidenced by the following facts:

1. I/We offer similar services to other clients besides the Ho-Chunk Nation by means of public advertising.
2. I/We currently have other paying clients besides the Ho-Chunk Nation for whom I/we perform similar services.
3. I/We maintain a workplace, not furnished by the Ho-Chunk Nation, and incur business expenses in the operation thereof.
4. I/We employ other people in providing services to the Ho-Chunk Nation and other clients, and file employer tax returns using the Employer Identification Number provided above.
5. No one in the Ho-Chunk Nation acts as a formal supervisor over me/us or is authorized to subject me/us to directives, discipline or other forms of control suitable for employees.
6. I/We bill the Ho-Chunk Nation for services based on my/our own records of time and output or I/we receive compensation according to a payment schedule set forth in advance as part of the contract with the Ho-Chunk Nation.
7. I/We utilize my/our own equipment in providing services to the Ho-Chunk Nation.

Signature:	**Print Name:**	**Date:**

END OF ATTACHMENTS