# Ho-Chunk Nation

## Request for Proposal
## Tribal Broadband Consultant Services
## For the Ho-Chunk Nation
## RFP Number: 2022SFS06

This Request for Sealed Proposal (RFP) is for the purpose of contracting with a qualified firm to provide the Ho-Chunk Nation with Broadband Consulting Services outlined within this document. All requirements are as per specifications enclosed herein.

**Proposal Due Date: May 6, 2022 by 2:00pm (CST)**

General Requirement: This is a Request for Sealed Proposal (see attached). Proposal will be opened and evaluated in private and proposal information will be kept confidential until an award is made. **One (1) original and Four (4) copies of the complete proposal are to be submitted. Pricing is to be submitted in a separate envelope marked "PRICING".**

Proposal of:

Company Name: _____

Address: _____

_____

Contact Person: _____

Telephone: _____

Facsimile/Email: _____

**Schedule of Events**

| | |
|---|---|
| Release of RFP on Website | April 20 by 4:00pm (CST) |
| Deadline for Questions by e-mail via addendum | April 28, 2022 by 4:00pm (CST) |
| Internet Posting of Answers to written questions | April 29, 2022 by 4:00pm (CST) |
| Proposals Due Date | May 06, 2022 at 2:00pm (CST) |
| Notification to Vendors for Proposal Presentation | May 12,2022 by 4:00pm (CST) |
| Proposal Interviews (Virtual) | May 16 - 20, 2022 Time TBD |
| Vendors notified of Selection | May 25, 2022 by 4:00pm (CST) |

**Proposers should consult the website: https://ho-chunknation.com/procurement-opportunities/ daily for RFP Addendum, clarifications, schedule changes or other important information.**

**Proposals shall be submitted to:**

**Steve Sallaway**
**Ho-Chunk Nation**
**Department of Treasury**
**Procurement Division**
**PO Box 640**
**W9814 Airport Rd.**
**Black River Falls, WI. 54615**

Ho-Chunk Nation

# Proposal Letter

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

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

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

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

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

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

**MANDATORY PAGE**

PROPOSAL SIGNATURE AND CERTIFICATION

(Proposal Letter must be signed and returned with proposal)

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

**State of Incorporation _____

_____

(Individual – Partnership – Company – Corporation)

_____

(Business Address)

_____

(City, State, and Zip Code)

_____

(By Printed Name and Signature) (Title)

_____

(Witness Signature) (Title)

_____

(Telephone No) (Fax No)

_____

(Date)

_____

## 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

**ACKNOWLEDGEMENT OF ADDENDUMS: (Signature & Date Required)**

Addendum 1:_____

Addendum 2:_____

Addendum 3: _____

**EXCEPTIONS TO THE PROPOSAL:**

List any exceptions to the Proposal Specifications

_____
_____
_____
_____

# 1.0 BACKGROUND INFORMATION

## 1.1 General

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

## 1.2 Gaming Facilities

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

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

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

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

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

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

### 1.3 Non - Gaming Facilities

CONVENIENCE STORES (C-Stores)

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

Whitetail Crossing – Baraboo

Whitetail Crossing – Black River Falls

Whitetail Crossing – Nekoosa

Whitetail Crossing – Tomah

Whitetail Crossing – Wittenberg

Blue Wing Enterprises LLC

Ho-Chunk Lynwood Properties Sports and Expo

### 1.4 Health Care Facilities

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

### 1.5 Governmental Branches

The Ho-Chunk Nation consists of the four (4) branches of government. These branches consist of Executive Branch, Legislative Branch, and Judicial Branch, and General Council.

The Executive Branch is made up of 12 Executive Departments that assist tribal members, employees and general public on services and information regarding the Tribe.

- Department of Administration
- Department of Business
- Department of Education
- Department of Health
- Department of Heritage Preservation
- Department of Housing
- Department of Justice
- Department of Labor
- Department of Natural Resources

- Department of Personnel
- Department of Social Services
- Department of Treasury

### 1.6 Ancillary Business

- Ho-Chunk Housing & Community Development
- First Nations Financial

## 2.0 STATEMENT OF WORK

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

The purpose and objective of this Request for Proposal (RFP) is to obtain competitive proposal packages from responsible, qualified proposers to provide Professional Broadband Consulting Services.

The Ho-Chunk Nation intends to retain a qualified and committed professional firm or individual(s) experienced in Professional Broadband Consulting Services. The Ho-Chunk Nation intends to integrate feedback from planning sessions, surveys and input.

## 3.0 SCOPE OF WORK

INTRODUCTION
The Ho-Chunk Nation is soliciting proposals to develop a broadband strategic plan. The primary focus of the strategic plan is to provide a strategic pathway to improve communication and expand the broadband infrastructure. Ho-Chunk Nation considers it is in the best interest of the Nation, its various communities and People to support the expansion of the broadband network for: (1) Improved Communication, (2) expand economic and workforce development, (3) support education, telehealth, and governmental operations and (4) increase internet capacity.

The working team has completed a portion of the work necessary to develop a larger plan. Data has been gathered, analysis has occurred and surveys are underway. The working team has met regularly to review and explore options for the broadband project. At this time the working team is in need of expert, guided advice.

The Ho-Chunk Nation is seeking a qualified firm or company to assist in the development of a broadband strategic plan. These statements describe the overall objectives of this project and should not be confused with the required response to this Request for Proposals ("RFP") in terms of proposal format and content. Your proposal should cover your suggested approach to accomplishing each of these objectives, together with your itemized cost estimates for doing so.

## OBJECTIVES

1 Aid in the development of a Telecommunications and Broadband Strategic plan to fully implement a network that will improve communication and internet capacity;

2. Evaluate, analyze, and identify gaps in existing package of broadband resources, preliminary plans, data, infrastructure, assets and project information;

3. Establish Goals, Objectives and Benchmarks over a specific timeframe to align with regulatory and compliance requirements for funding and maximization of licensing usage;

4. Create a road map to assist navigating through the proper regulatory channels;

5. Provide a recommendation on alternatives using a cost benefit analysis for strategic implementation and efficient utilization of resources;

6. Develop a budget of project needs, annual operating and future maintenance costs;

7. Collaborate with the CEDS Workgroup Team to weave broadband connectivity into future infrastructure and economic diversification planning.

At the discretion of the Ho-Chunk Nation, additional services to further develop and design the model may be extended to the consultant by means of the executed contract.

## PROJECT SCHEDULE

All proposals must contain a timeline for the completion of the Broadband Strategic Plan. It is recommended that the timeline be based on a weekly schedule with no specific dates (e.g. week one, week two) commencing upon contract approval. Any meetings with the HCN should also be reflected in the timeline. Meetings will be scheduled at a minimum of one (1) time per month or more if needed with the HCN Legislature for status updates on the progress of the design and feedback by the team for process clarification. Although we anticipate at a minimum, a three-month timeframe, at the discretion of the Nation we are willing to consider a longer timeline. Your proposal should include your timeline for completing the activities listed in the Scope of Work.

## 4.0 TERMS AND CONDITIONS

### 4.1 Receipt and Handling

At time of receipt at the Ho-Chunk Nation's Procurement Division, all proposals will be stamped showing date and time of delivery. Late proposals or proposals 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.

Proposals must be submitted with One (1) Original and 4 copies

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

### 4.2 Evaluation of Proposal

The proposals submitted by proposers shall be evaluated solely in accordance with the criteria set forth in the RFP. Proposals shall be opened in private by the Evaluation Committee to avoid disclosure of contents to competing proposers

### 4.3 Proposal Guarantee

This proposal shall be firm for at least 120 days after the latest time specified for submission of proposals and thereafter unless written notice is received from the Proposer.

### 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 Discussion of Proposal

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

### 4.6 Negotiations

The Ho-Chunk Nation reserves the right to negotiate specifications, terms, and conditions, which may be necessary or appropriate to the accomplishment of the purpose of this RFP. The Nation may require the RFP and the proposer's proposal be incorporated in full or in part as Contract Documents. This implies that this RFP and all responses, supplemental information, and other submissions provided by the proposer during discussions or negotiations may be held by the Ho-Chunk Nation as contractually binding on the successful Proposer.

### 4.7 Notice of Unacceptable Proposals

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

### 4.8 Reserved Rights

The Ho-Chunk Nation reserves the right at any time and for any reason to cancel this Request for Proposal, to reject any or all proposals, or contract as the best interests of the Nation requirements. The Nation reserves the right to waive any immaterial defect in any proposal. **Unless otherwise specified by the proposer, the Nation has no less than on hundred and twenty (120) days to**

**accept.** The Nation may seek clarification from a proposer at any time and failure to respond promptly is cause for rejection. The Nation may require submission of best and final offers.

### 4.9 Incurred Cost

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

### 4.10 Award

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

### 4.11 Criteria for Selection

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

1. Qualification and Experience (50 points)

   Proposer's capability in all respects to perform fully the contract requirements. This includes the proposer's experience in providing requested services. Minimum qualifications include:

   a. The firm shall be independent of the Nation
   b. The firm shall be licensed to practice in Wisconsin and be in good standing.
   c. The firm shall have the experience necessary to provide the requested services.

2. Approach and Timing (20 points)
   This refers to the suitability of the specific approach and the timing of the engagement, which are described in the Specifications section below.

3. References (10 points)
   The proposer shall describe its prior experience in the requested services including the names, addresses, telephone numbers and contact person of at least 3 prior organizations. Please note any clients that are tribal governments, enterprises, or corporations.

4. Cost (10 points)
   This refers to the proposed price for the services listed in the RFP.

5. Compliance with RFP (10 points)
   This refers to the adherence to all conditions and requirements of the RFP.

**Total 100 points**

### 4.12 This section was intentionally left blank.

### 4.13 Purchase Extension

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

In addition, this contract may be offered to other divisions/departments of the Ho-Chunk Nation. All terms and conditions for the Ho-Chunk Nation will apply to all orders placed by other divisions/departments within the Ho-Chunk Nation.

### 4.14 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.

### 4.15 Taxes

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

### 4.16 Payments

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

### 4.17 Proposer Responsibilities

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

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

### 4.18 Interpretation or Correction of Request for Proposals

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

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

### 4.19 Compliance with Laws

The proposer hereto covenants and agrees to comply with all applicable federal, state, tribal, and local laws, codes, ordinances, rules and regulations. Failure to comply with the terms of this provision shall constitute a breach of contract and permit the Ho-Chunk Nation to terminate this

(Request for Sealed Proposal/Proposal) in accordance with the termination provisions stated herein.

### 4.20 Recourse for Unsatisfactory Materials

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

### 4.21 Termination

Failure to comply with the terms and conditions as herein stated shall be cause for cancellation of the contract. The Ho-Chunk Nation will give written notice of unsatisfactory performance and the Proposer will be allowed 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 Proposer's performance still unsatisfactory, the contract shall be canceled. The exercise of its right of cancellations shall not limit the Ho-Chunk Nation's right to seek any other remedies allowed by law.

The successful proposer will agree that the resulting contract is made subject to available budgetary appropriations and shall not create any obligation on behalf of the Nation in excess of such appropriations. In the event that no funds or insufficient funds are appropriated and budgeted, this Contract shall terminate without penalty or expense to the Nation fourteen (14) days after written notification of termination from the Nation.

### 4.22 Rejection of Proposal, Waiver or Irregularities

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

### 4.23 Milestones

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

### 4.24 Workmanship

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

### 4.25 Insurance

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

a) Commercial General Liability in a broad form, to include, but not limited to, coverage for the following where exposure exists: Bodily Injury and Property Damage, Premises/Operations, Independent Proposers, Products/Completed Operations, Personal Injury and Contractual Liability; limits of liability not less than:
    a. $1,000,000 per occurrence and $2,000,000 in aggregate;
b) Business Auto Liability to include, but not be limited to, coverage for the following where exposure exists: Owned Vehicles, Hired and Non-Owned Vehicles and Employee Non-Ownership; limits of liability not less than:
    a. $1,000,000 per occurrence combined single limit for: Bodily Injury Liability and Property Damage Liability;
c) Workers' Compensation Insurance to cover all employees and 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.

**4.26 Evidence of Insurance**

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

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

W9814 Airport Road

Black River Falls, WI 54615

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

Ho-Chunk Nation Treasury, Procurement Department

W9814 Airport Road

Black River Falls, WI 54615

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

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

The contractual liability arising out of the Agreement shall be acknowledged on the Certificate of Insurance by the insurance company. The Nation shall be provided with thirty (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.

### 4.27 Indemnification

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

### 4.28 Choice of Law and Venue

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

### 4.29 Relationship of Parties

The parties to any agreement agree that the successful Proposer 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 Proposer shall be deemed to be an

employee, agent, or servant Nation. The Proposer 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.

**4.30 No Employment Rights or Benefits**

The Proposer 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 Proposer. The Proposer 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 Proposer 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.

**4.31 Proposer Tax and Recordkeeping Responsibilities**

Both the No-Chunk Nation and the Proposer will recognize and agree that the Proposer 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.

**4.32 Compliance with Drug Policy**

Proposer 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. The contract shall immediately terminate upon positive test result of the Proposer for a drug or controlled substance in accordance with the Drug Policies and Procedures. No Proposer shall be eligible to enter into a contract with the Nation during any period where Proposer is ineligible by the Nation in accordance with Drug Policies and Procedures.

**4.33 Vendor Licensing**

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

**4.34 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 Proposer 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 Proposer and is non-assignable. Commencement of any action by the Nation against the successful Proposer shall not constitute consent to any countersuit by the successful Proposer exceeding the scope of this limited waiver. Nothing in this section shall give the successful Proposer 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. Proposer 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.

### 4.35 Non-Disclosure

The Proposer 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. Proposers 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.

### 4.36 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.

### 4.37 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.***

### 4.38 Fair Employment Practices

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

### 4.39 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.

### 4.40 Civil Rights Compliance

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

### 4.41 Debarment and Suspension

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

### 4.42 Security

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

### 4.43 RFP Addendums

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

### 4.44 Proposal Withdrawal

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

### 4.45 Contract

Ho-Chunk Nation reserves the right to add provisions to the contract to be consistent with the successful proposer's offer and to negotiate with the successful proposer other additions to, deletions from, and/or changes in the language in the audit contract. Provided, however, that no such addition, deletion or change in the audit contract language would, in the sole discretion of Ho-Chunk Nation and its legal counsel, affect the evaluation criteria set forth herein, or give the successful proposer a competitive advantage. Any contract with the Ho-Chunk Nation will provide for Ho-Chunk Nation governing law and jurisdiction. This contract will not waive the sovereign immunity of the Ho-Chunk Nation, and will require compliance with all Ho-Chunk Nation laws, ordinances, regulations and procedures. Prior to award, the winning proposer may be required to enter into discussions with Ho-Chunk Nation to resolve any differences before an award is made. These discussions are to be finalized and all exceptions resolved within one (1) week of notification. If not, this could lead to rejection of the proposer's proposal and to discussions being initiated with the subsequent highest scoring proposer.

**4.46 Default**

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

**4. 47 Restrictions on Communications with Staff**

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

**4.48 Conflict of Interest**

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

**4.49 Ethics in Public Contracts**

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

**4.50 Confidentiality Requirements and Public Information Disclosure**

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

**4.51 RFP Cancellations**

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

**4.52 Contract Documents**

Sample contract documents are provided as an attachment to this solicitation. These documents will be provided to the successful Proposer 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.

# 5.0 DESCRIPTION OF REQUIREMENTS

## 5.1 Terminology

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

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

## 5.2 Items to be Provided in Proposal

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

## 5.3 Organization

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

a) The proposer shall provide its legal name, official address, and the primary RFP contact's name, phone number, email address and fax number.

b) The proposer must provide a brief history of its firm to include size and location.

c) The proposer shall describe its firm's ownership structure.

d) The proposer must describe any significant developments affecting their firm in the last five years, such as changes in ownership, restructuring, personnel changes, reorganization, or philosophy. Please note any planned or anticipated changes in the ownership or management of your firm during the next two years.

e) The proposer shall identify their insurance coverage (error and omissions, workers' compensation, etc.)

f) Over the past five years, has your organization or any of its affiliates or parent, or any office or principal been involved in any business litigation or other legal proceedings?

g) Describe in detail any potential conflict of interest your firm, affiliates or parent may have in management of this account and your method of dealing with conflicts of interest.

### 5.4 Proposer Experience

The proposer shall describe its prior experience in the requested services including the names, addresses, contact person and telephone numbers of at least 3 prior organizations in which requested services were required.

### 5.5 Staff Qualifications

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

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

b) Identify expected level of staffing and supervision.

c) Detail their roles and the scope of their involvement for this assignment.

### 5.6 Performance

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

a) Proposed segmentation of the engagement.

b) Level of staff and number of hours to be assigned to each proposed segment of the engagement.

c) Identify your approach (for example, analytical procedures, methodology for documenting, electronic processing used in your firm's process).

d) Expected completion dates for this project.

e) Expected level of staff assistance to the proposer's firm.

f) Types of reports to be issued.

g) Information that is expected to be provided by the plan to the proposer.

h) Workspace requirements of the proposer.

### 5.7 Fee Structure

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

The proposer shall propose a detailed total price for the services rendered. The pricing documents shall include the following:

a) Clearly indicate how the price was determined.

b) Estimated number of hours by staff level, including hourly rates and total cost by staff level.

c) Any out of pocket expenses should be included. Include a not to exceed estimate of travel and other associated reimbursements.

d) Please describe any discounts if given.

e) Describe any additional costs that would be added to the pricing, if applicable.

### 5.8 Directions for Submission

Qualified individuals or firms are to submit O**ne (1) original and Four (4) copies** of the completed proposal and supported documentation, along with **pricing proposal in a separate envelope marked "cost"** to:

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

All data and documentation submitted as part of this RFP shall become the property of the Ho-Chunk Nation, Wisconsin.

All proposals must be received by **May 6, 2022 by 2:00 p.m. (CST)**. Absolutely no proposal will be accepted after the time specified. Late proposals shall be rejected and returned unopened to the sender. The Ho-Chunk Nation does not prescribe the method by which proposals are to be submitted; therefore, it cannot be held responsible for any delay, regardless of reason, in the submission of proposals.

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

### 5.9 Submittal

Submit one (1) proposal; multiple proposals from a single vendor will not be accepted. Proposer is to submit One (1) original and Four (4) copies of the proposal to the Ho-Chunk Nation.

**Electronic Submissions will not be accepted.**

### 5.10 Pricing

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

### 5.11 Mandatory Pages

All Mandatory Pages contained within this package must be included and the Mandatory Proposal Letter must be signed by a person authorized to legally bind the company.

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

**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:**<br>Individual/sole proprietor ☐ C Corporation ☐ S Corporation ☐ Partnership ☐<br>Limited liability company ☐ | |
| **Taxpayer Identification Number (TIN):**<br>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:**<br><br>**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**