



Ho-Chunk Nation

Request for Proposal Broadband Consultant Services For the Ho-Chunk Nation RFP Number: 2022SFS17

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

Proposal Due Date: December 20, 2022 by 2:00pm (CST)

General Requirement: This is a Request for Sealed Proposal. Proposal will be opened and evaluated in private and proposal information will be kept confidential until an award is made. One (1) original and Six (6) hard copies of the proposal response along with one (1) electronic copy on USB Flash Drive to be submitted in a sealed package, box or envelope identified in the lower left corner as follows:

Proposal of:

Company Name: _____

Address: _____

Contact Person: _____

Telephone: _____

Facsimile/Email: _____

Schedule of Events

Release of RFP on Website	November 30, 2022 by 4:00pm (CST)
Deadline for Questions by e-mail via addendum	December 09, 2022 by 4:00pm (CST)
Internet Posting of Answers to written questions	December 12, 2022 by 4:00pm (CST)
Proposals Due Date	December 20, 2022 at 2:00pm(CST)
Notification to Vendors for Proposal Presentation	December 23, 2022 by 4:00pm (CST)
Proposal Interviews (Virtual)	December 28, 2022 Time TBD
Vendors notified	TBD
Project Completion	October 30, 2023

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 1 of 3
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 2 of 3
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 3 of 3
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 997 slot machines and 18 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 248-seat hall. Ho-Chunk Gaming – Wisconsin Dells Hotel has 302 rooms and suites and operates more than 152,172 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 407 slots and currently, no 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 664 slot machines and 4 tables. It offers Black Jack. 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 123 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 685 slot machines.

HO-CHUNK GAMING – MADISON: Ho-Chunk Gaming - Madison in Madison, WI was built in 1995, but did not begin operations until 1999 and currently has 1,365 Class II Slot Machines 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.

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
- Ho Chunk Transportation Authority

2.0 RFP INTRODUCTION

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 Broadband Consultant 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 STATEMENT OF WORK

INTRODUCTION

The Ho-Chunk Nation is soliciting proposals to secure an independent financial advisor.

The primary focus of this RFP is to identify a Broadband Consultant to work with the nation to complete the proposed objectives in a timely fashion, utilizing a combination of structure and pricing that meets the Nation’s financial goals.

The Ho-Chunk Nation intends to establish an agreement for the services of a Broadband Consultant Firm to serve as a consultant and advisor.

Overview of Project

The Ho-Chunk Nation of Wisconsin (herein after “Nation”) is seeking proposals from qualified firms to assist the Nation in implementing a project plan for broadband within a defined Jackson County project area. The outcome of this project will provide a discernable project methodology that the Nation can utilize to develop a full vision for sustainable and affordable broadband service for all Ho-Chunk Nation communities.

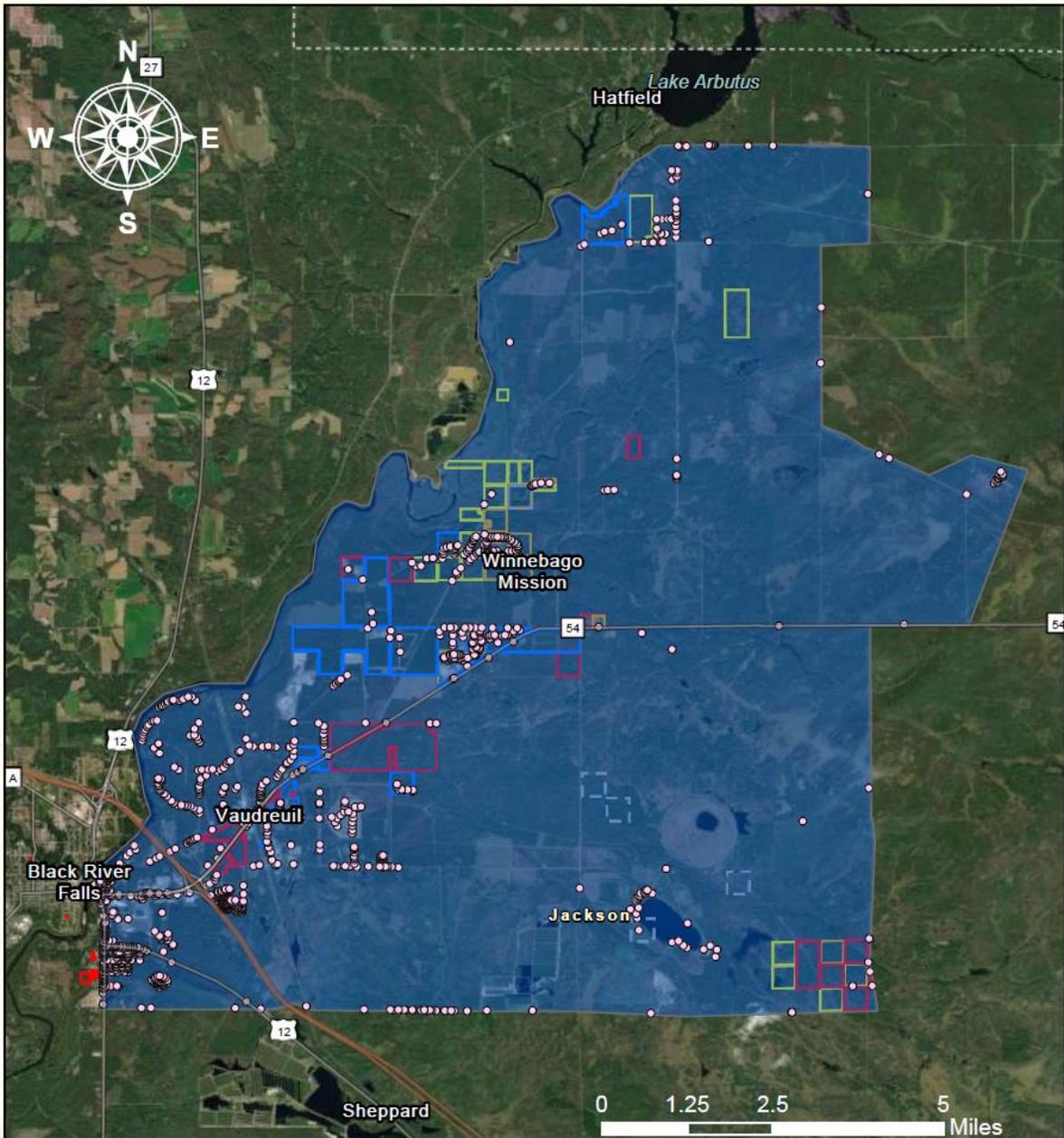
The purpose of this engagement is to provide information needed to analyze, select, and implement the best solutions to improve broadband connectivity across the Jackson County project area. The Ho-Chunk Nation recognizes reaching our goal may require a mix of technologies and phased build-out plans, partnerships with providers, public investment and flexibility, ingenuity, and innovation.

1) General Community and Project Information

Covering 36,613 acres, the Ho-Chunk Nation has a population of nearly 7,800. The Nation is headquartered in Black River Falls, WI. Ho-Chunk Nation communities are located in Black River Falls, WI; Tomah, WI; Nekoosa, WI; Wittenberg, WI; Wisconsin Dells, WI; La Crosse, WI; Madison, WI; Green Bay, WI; St. Paul, MN; and, Chicago, IL. The Nation is comprised of twelve (12) departments in an Executive Branch of government; Thirteen (13) Representatives in a Legislative Branch of government that covers four (4) districts; A Judiciary Branch of government comprised of a Traditional Court, Trial Court, and Supreme Court; and, a General Council Branch of government that is comprised of all eligible adult voters that are enrolled in the Ho-Chunk Nation. While protecting the best interest of the Nation and its residents, the long-term goal is to determine the best options available that advance a viable means to bring the highest quality broadband services to a registered Native American Tribe with limited resources and large geographic area. The Nation acknowledges that broadband is a critical service for quality of life, as is the case with roads, water, sewer, and electricity. Every home, business, non-profit organization, government entity, and place of education should have the opportunity to connect affordably, easily, and securely. The Nation should have broadband services that are shaped by the values of the citizens and businesses that take deep pride in our communities. Additionally, large areas of the project area have poor cellular coverage. The Broadband Project may identify these areas and provide options for efficiently locating cellular infrastructure, potentially in conjunction with broadband infrastructure.

The purpose of the project is to identify a consultant that can work with the Nation and our County partners to develop and implement a broadband solution in a project area that is located in Jackson County and is described as follows: East of the Black River to Kirch Road (about 7.5 miles); Hatfield to Castle Mound Road (About 9.25 miles).

All address points (map provided, see following page) will be included in the broadband deployment plan. The plan consists of understanding topography to determine a best-fit solution of fiber to the home, fixed wireless, existing copper upgrades, or combination of solutions. More or less like a mesh network of solutions based on affordability and topographic constraints. The consultant must also consider all available network service providers to include the Nation's existing fiber lines. The intended outcome is to deliver service to all commercial and private address points. In part, the work associated with this project may also provide the Nation with a better understanding of whether or not to pursue activities to become a provider.



Ho-Chunk Nation Preliminary Broadband Planning Area Jackson County, WI Land Status



- | | |
|---|--|
| HCN Fee Simple | Mineral Tract |
| 100% HCN Trust | Planned Project Area |
| Allotment | Planned Project Addresses |
| HCN Reservation | |



Map for display purposes only
and does not guarantee accuracy.

2) Scope of Services

Section A – Current assessment and market demand.

A1: Review of the competitive environment

- a. Review inventory of existing fiber networks within the county, including ownership and availability for use by other network providers.
- b. Provide an overview of current broadband providers' services, pricing strategies and coverage area.
- c. To the best extent possible, determine and analyze the investment and deployment plans of incumbent providers.
- d. To the best extent possible, determine and analyze the investment and deployment plans of incumbent providers.

A2: Conduct outreach to existing businesses to determine their internet provider/technology/cost/speed and issues. Determine actual broadband speeds delivered to residents and businesses in the county and create a map of broadband speeds and providers as a GIS layer that can be integrated into the Nation mapping.

Section B – Technology

B1: Review existing and potential technology for improved and expanded service. Identify and review existing and emerging technology for suitability based on need, topography, density, cost, reliability, speed, etc. Evaluation should include technologies available providers serving Jackson County and/or the region.

B2: Develop options and recommendations for deploying suitable cost-effective technology. Include information on phasing and scaling to 1 gigabit. Options should include scenarios using what already exists within the county, with a minimum service level of, 100/100 (wireline) 25/3 wireless.

B3: Review any pre-engineering/engineering studies completed at enough depth to estimate costs (broken down into logical project areas) and approximate implementation timeframes for full network implementation of the above recommendations.

Section C – Partnership and Funding Options

C1: Write and Lead RFP Process for Broadband Partner Contractor.

- a. Provide examples of who might be a prospective partner with a summary of how each relationship would function.
- b. What sectors, groups, and individuals may help the Ho-Chunk Nation and our county partners achieve broadband goals, and how can we engage with them to be partners?
- c. Please identify synergies and sharing opportunities that exist with providers and customers to include but not limited to: ISP providers, telecoms, cooperatives, statewide telecom networks, government entities, non-governmental organizations, K-12 and higher education, including library systems, healthcare providers, and the industry and business community.

C2: Provide examples of where and how the Nation and providers could leverage additional funds to accomplish the conceptual plans.

- a. What information and data should we be aware of that will assist in applications to other funding sources?

- b. What initiatives should the Nation continue or investigate to remain competitive in attaining state, federal and private funding for future projects?
- c. Determine what economic and community impact broadband issues are having on the Nation. This should include an evaluation of key issues limiting broadband expansion and a phased, prioritized approach to broadband expansion.
- d. Identify potential funding sources and provide strong justification for funding to serve as the bases for a grant/loan application to support project implementation.
- e. Evaluate and map current levels of cellular coverage within Jackson County, Wisconsin. Identify and prioritize ways to increase cellular coverage and quality throughout the project area.

Section E – Consultant Recommended Items

In your proposal you may include optional scope of work items that you believe would be beneficial and support the Nation's goal.

Items provided by Nation

The Ho-Chunk Nation Broadband Team will assist the Broadband Consultant and collaborate information to successfully execute the outlined information in the RFP.

3) Deliverables

Using the results of the Ho-Chunk Nation Broadband Survey and various studies, review, analyze and develop a comprehensive written report that presents alternative methodologies for deploying broadband services throughout the project area and addresses the engineering and business parameters of each alternative. The report must conclude the analysis by identifying a recommended strategy and associated action plan for its implementation.

The final written report shall at least include your recommendations on the following items:

- Executive Summary
- Ho-Chunk Nation demographics
- County demographics
- Results from surveys and other public participation efforts
- Incumbent providers, their location(s) and details on current service and technologies
- Industry findings
- Similar projects
- Potential project partners
- Legal and regulatory issues
- Preliminary design modeling to achieve connectivity and redundancy affordability
- Business and financial modeling in support of network build to include Fiber to the Premises (FTTP), Fixed Wireless Broadband, or a Hybrid System
- Estimation of project cost and construction timeline

- Final list of recommendations and suggested implementation measures to be employed by the Nation, together with a summary of data collected and relied upon for recommendation.
- Successful consultant will be required to attend a kickoff meeting anticipated to be held January 05, 2023, at 1:00 p.m. with key Nation personnel to explain the goals and purpose of the project, identify issues and activities of the project, gather financial, demographic and related documents and data, and develop a detailed timeline based on schedules of applicable personnel.
- Successful consultant is expected to be actively engaged during the entire project, working with the Nation's Broadband team, routinely report the progress to Nation staff at the monthly scheduled meetings.
- Successful consultant is expected to research, present, recommend and potentially apply for Grants for Broadband.
- Final work product for all work will be provided in one (1) hard copy and one (1) digital copy or as otherwise mutually agreed to.

4) Requirements of Proposal

1. Submitted proposal should include the following:

A. **Introduction:** Cover letter and executive summary providing the highlights and basic information included in the proposal and overview of firm's interest in the project.

B. **Organization Capacity:** Description of organization including general information about the firm and a description of the firm's capabilities and experience with projects equal or greater in scope to the project outline in this RFP.

C. **Project Approach:** Describe firm's approach to the project, identifying concepts, techniques or tools that may be used to accomplish the tasks set forth in this RFP, as well as any potentially beneficial services beyond those required in this document. Include a detailed work program designed to innovatively and efficiently meet the Scope of Services. Include descriptions of quality control procedures used and any sub-consultants or associations with other firms that will be used and their respective responsibilities.

D. **Timeline:** Detailed project time schedule with date initiating work, a detailed estimate of hourly work by project task, including who will be performing which tasks and a project completion date.

E. **Firm & Staff Qualifications:** A description of the firm's experience on similar projects including samples of comparable work and resumes of all staff that would be assigned to complete the tasks related to this RFP. If you intend to utilize any subcontractors or sub-consultants, provide their experience, samples and staff resumes. References: Include a list of organizations, including points of contact (name, address, and phone number), which can be used as references for work performed in the area of service required. References of other counties or local governments in Wisconsin are preferred. Selected organizations may be contacted to determine the quality of work performed and personnel assigned to the project.

F. Fee Proposal: On Company Letterhead, provide an itemized flat fee cost summary to undertake each task outlined in the Deliverables. The cost estimate should include labor costs, overhead, profit and other direct expenses such as transportation, housing and printing. A breakdown of labor costs, including position, hours, hourly rates of pay, and cost should also be provided. **Must be provided in separate sealed envelope.**

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 Six (6) hard copies of the proposal response along with one (1) electronic copy on USB Flash Drive

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, where applicable, 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 meet statutory limits in compliance with applicable state and federal laws. The coverage must also include Employer's Liability with minimum limits of \$100,000 for each incident.
- d) Professional Liability Insurance with \$1,000,000 per occurrence and \$1,000,000 in aggregate.

4.26 Evidence of Insurance

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

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

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

Ho-Chunk Nation, a sovereign nation

W9814 Airport Road

Black River Falls, WI 54615

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

Ho-Chunk Nation Treasury, Procurement Department

W9814 Airport Road

Black River Falls, WI 54615

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

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

The contractual liability arising out of the Agreement shall be acknowledged on the Certificate of Insurance by the insurance company. The Nation shall be provided with thirty (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 of the 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 Ho-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 its principles, shareholders, members, partners, or affiliates, as applicable, is a person or an entity named as a Specially Designated National and Blocked Person (as defined in Federal Presidential Executive Order 13224 and that is not acting, directly or indirectly, for or on behalf of a Specially Designated National and Blocked Person. The proposer further represents and warrants to the Ho-Chunk Nation that the proposer and its principles, shareholders, members, partners, or affiliates, as applicable, are not directly or indirectly, engaged in, and are not facilitating, the transactions contemplated by this Agreement on behalf of any person or entity named as Specially Designated National and Blocked Person. The proposer hereby agrees to defend, indemnify, and hold harmless the Ho-Chunk Nation from and against any and all claims, damages, losses, risks, liabilities, and expenses arising from or related to any breach of the foregoing representation.

4.43 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 procurement@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 procurement@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 **One (1) original and Six (6) hard copies of the proposal response along with one (1) electronic copy on USB Flash Drive of the completed proposal and supported documentation, along with pricing proposal in a separate envelope marked “Pricing”** 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 **December 20, 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 Six (6) hard copies of the proposal response along with one (1) electronic copy on USB Flash Drive 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 (hereinafter "Service Provider"), collectively known as the Parties. having its principal place of business at Your address goes here

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.

Revised 6-25-2018

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,

SERVICE PROVIDER,

By: _____
President / Vice-President

By: _____
Authorized Signature

Date: _____

Date: _____

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

Name (as shown on your income tax return): [REDACTED]		
Business name/disregarded entity name, if different from above: [REDACTED]		
Check appropriate box for federal tax classification: Individual/sole proprietor <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Limited liability company <input type="checkbox"/>		
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). [REDACTED]	Social Security Number: [REDACTED]	
		Employer Identification Number: [REDACTED]
Certification: Under penalties of perjury, I certify that: <ol style="list-style-type: none"> 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. <p><i>Certification instructions.</i> 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.</p>		
Further, I affirm that I/we are NOT an employee(s) of the Nation, as evidenced by the following facts: <ol style="list-style-type: none"> 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: [REDACTED]	Print Name: [REDACTED]	Date: [REDACTED]

END OF ATTACHMENTS