

REQUEST FOR PROPOSAL

Community Center Solar

Release Date: February 18, 2026

Proposal Due Date: March 18, 2026

Questions should be directed to the Ho-Chunk Nation via email to Ryan.Zaroudi@ho-chunk.com

Instructions to Proposers

All spaces below are to be filled in and the Consultant Certification Letter on page 14 must be signed where indicated. Please review the Terms and Conditions section of this Request for Proposal (RFP) to ensure compliance with this process.

Failure to sign and return Proposal Letter will result in rejection of the proposal.

Name: _____

Address: _____

Telephone: _____

Email: _____

Submit Proposal to this Email Address:

Ryan.Zaroudi@ho-chunk.com

Introduction

The Ho-Chunk Nation (the Nation) is issuing a Request for Proposals (RFP) to solicit bids from qualified and experienced contractors for the design and installation of a full rooftop solar photovoltaic (PV) system at 7261 Warrior Avenue, Black River Falls, WI.

The Nation seeks proposals for a comprehensive, commercial-scale rooftop solar installation that maximizes available rooftop capacity and long-term energy production for the facility. The selected contractor will be responsible for designing, supplying, permitting, and installing a complete solar photovoltaic electrical system that increases energy independence, reduces utility costs, and advances the Nation’s sustainability and energy sovereignty goals.

Proposals must include system design, equipment specifications, projected system capacity, estimated annual energy production, permitting requirements, installation approach, timeline, and available operations and maintenance options. Proposals should demonstrate technical quality, reliability, long-term performance, and experience with similar commercial or tribal government installations.

Preference will be given to firms that demonstrate proven expertise, cost-effectiveness, and a commitment to supporting tribal community energy development.

Photos of the facility are provided on pages 12 & 13.

Schedule of Events

<u>Release of RFP</u>	<u>February 18, 2026</u>
<u>Deadline for Questions by email</u>	<u>March 13, 2026</u>
<u>Proposals Due Date</u>	<u>March 18, 2026</u>
<u>Proposal Presentation & Interviews</u>	<u>March 19-24, 2026</u>
<u>Final Selection</u>	<u>March 24, 2026</u>
<u>Begin Implementation</u>	<u>April 6, 2026</u>
<u>Project must be completed no later than</u>	<u>November 30, 2026</u>

Background

The Ho-Chunk Nation is a sovereign government dedicated to improving the lives of its constituents. In 1963, the Wisconsin Winnebago Tribe was recognized as a federal native nation pursuant to the Indian Reorganization Act of 1934. On November 1, 1994, the Wisconsin

Winnebago Tribe officially changed its name to the Ho-Chunk Nation when the Secretary of the Interior formally recognized its new constitution. The Nation's headquarters and government offices are located in Black River Falls, Wisconsin. In addition to its government operations, the Nation currently operates six (6) gaming facilities, two (2) hotels, a resort, a convention center, five (5) Whitetail Crossing Convenience Stores (WTC C-stores), gift shops, and a number of other ancillary businesses. More information regarding the Nation and its affiliations can be found on the Nation's website at www.ho-chunknation.com.

In 2021, the Ho-Chunk Nation (HCN) Legislature elected to form a workgroup to address the Nation's energy use and consumption. An initial energy audit revealed that the government and businesses of the Nation expend over \$5,000,000/year in energy costs. The governing body recognized the need for sustainable renewable energy products which will reduce costs, and improve energy performance and efficiency, and create a baseline for economic development.

The Nation's energy mission is to create a focused approach in developing sustainable energy alternatives that support Ho-Chunk government, businesses, communities, and residents through affordable and efficient energy practices while enforcing energy independence and gains in future energy markets.

Governing energy development on the Ho-Chunk territories reinforces the Nation's sovereignty by controlling our environmental and economic landscape. Investing into the Nation's energy future promotes the Ho-Chunk Nation's constitutional responsibility to maintain and sustain the quality of life for Ho-Chunk people. Energy independence is critical to sustaining energy use with the provision of eventual cost savings and efficiency for the end-user, and additionally creating a diversified economic base for the Ho-Chunk Nation, local and state governments.

RFP Amendments

The Nation reserves the right to addend or amend the RFP prior to the date of proposal submission.

Proposal Withdrawal

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

Economy of Presentation

Each proposal shall be prepared simply and economically, providing straight forward, concise delineation of proposer's capabilities to satisfy the requirements of this RFP. Emphasis on each proposal must be on completeness and clarity of content.

Communications

All communication regarding the RFP shall be directed to Ryan Zaroudi, Grants Specialist. No response other than written will be binding upon the Nation.

Conflict of Interest

If a proposer has any existing client relationship that involves the Nation that would prevent either from being objective, the proposer must disclose such relationship.

Ethics in Public Contracting

By submitting a proposal, all proposers certify that the proposal is 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 the proposal, and that they have not conferred with any Nation employee having official responsibility for this procurement transaction any payment, loan, subscription, advance, deposit of money, services or anything of more than nominal value, present or promised, unless consideration of substantially equal or greater value was exchanged.

Confidentiality Requirements and Public Information Disclosure

The proposer's accompanying staff assigned by the successful proposer to this project may be required to sign a non-disclosure statement.

RFP Cancellations

The 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 be the most advantageous.

I. Statement of Work

A. Purpose

The purpose of this RFP is to invite qualified developers in the field of renewable energy to submit a competitive proposal to install and connect a rooftop solar system.

B. Coverage & Participation

The intended coverage of this RFP and any agreement resulting from this solicitation, shall be for the use of the Nation. The Nation reserves the right not to enter into any contract, to add and/or delete elements, or to change any element of the coverage and participation at any time without prior notification and without any liability or obligation of any kind or amount.

II. General Information

A. Original RFP Document

The Nation shall retain the RFP and all related terms and conditions, exhibits and other attachments in original form in an archival copy. Any modification of these in the consultant's submission is grounds for immediate disqualification.

B. The Ho-Chunk Nation

The Nation is the purchaser of services. The successful consultant will be required to coordinate its work with the designated project lead of the Nation and key staff within the governmental departments, and may include other consultants under contract.

C. Schedule of Events

The following is a tentative schedule that will apply to this RFP, but may change in accordance with the Nation's needs or unforeseen circumstances. Changes will be communicated by email to all invited bidders.

Deadline for Questions by email	March 13, 2026
Proposals Due Date	March 18, 2026
Final Selection	March 24, 2026
Project Completed, no later than	November 30, 2026

III. Proposal Preparation Instructions

A. Consultant's Understanding of RFP

In responding to this RFP, the consultant accepts full responsibility to understand the RFP in its entirety and in detail, including making any inquiries to the Nation as necessary to gain such understanding. The Nation reserves the right to disqualify any consultant who demonstrates less than such understanding. Further, the Nation reserves the right to determine, at its sole discretion, whether the consultant has demonstrated such understanding. That right extends to cancellation of award, if award has been made. Such disqualification and/or cancellation shall be at no fault, cost, or liability whatsoever to the Nation.

B. Good Faith Statement

All information provided by the Nation in this RFP is offered in good faith. Individual items are subject to change at any time. The Nation makes no certification that any item is without error. The Nation is not responsible or liable for any use of the information or any claims asserted there from.

C. Communications

Verbal communication shall not be effective unless formally confirmed in writing by a specified procurement official in charge of managing this RFP process. In no case shall verbal communication govern over written communication.

1. Consultant Inquiries. Applicable terms and conditions herein shall govern communications and inquiries between the Nation and consultants as they relate to this RFP. Inquiries, questions, and requests for clarification related to this RFP are to be directed by email to:

Ryan Zaroudi, Grants Specialist
Division of Planning & Development
Ryan.Zaroudi@ho-chunk.com

2. Informal communications shall include, but are not limited to: requests from/to consultants or consultants' representative in any capacity to/from any Nation employee or representative of any kind or capacity with the exception of the assigned Nation's attorney (phone, email) for information comments, etc. Inquiries for clarification and information that will not require addenda may be submitted verbally to the named above at any time.
3. Formal communications shall include, but are not limited to:
 - a. Questions concerning this RFP must be submitted via email and be received prior to March 13, 2026.
 - b. With respect to this RFP, consultant shall recommend to the Nation any enhancements, which might be in the Nation's best interests. These must be submitted in writing and be received prior to March 13, 2026.
 - c. Inquiries about technical interpretations must be submitted in writing and be received prior to March 13, 2026. Inquiries for clarification/information that will not require addenda may be submitted verbally to the buyer named above at any time during this process.
 - d. Verbal and/or written presentations and pre-award negotiations under this RFP.
 - e. Addenda to this RFP.
4. Addenda: The Nation will make a good faith effort to provide a written emailed response to each question or request for clarification that requires addenda within ten (10) business days. All questions, answers, and addenda will be shared with all recipients.
5. The Nation will not respond to any questions or requests for clarification that require addenda, if received by the Nation after March 13, 2026.

D. Proposal Submitted

Proposals must be delivered electronically on or prior to March 18, 2026 to:

Ryan Zaroudi, Grants Specialist
Department of Administration/Division of Planning & Development
Ryan.Zaroudi@ho-chunk.com

E. Criteria for Selection

The evaluation of each response of this RFP will be based on its demonstrated competence, compliance, format, and organization. The purpose of this RFP is to identify vendors/contractors that have the interest, capability, and financial strength to supply the Nation with the expertise as identified in the Scope of Work.

1. Experience in project development for sovereign native nations.
2. Capability and experience of consultant/firm in renewable energy resources and projects to create and lead in the process design, facilitation, and stakeholder engagement.
3. Competitive and clearly itemized pricing with scalable design options and cost transparency.
4. Ability of consultant to communicate the architect of solar products, design, and deliver the product(s) by the deadline.
5. The Nation values the utilization of native-owned businesses and other disadvantaged businesses and encourages businesses to submit a proposal.

F. Selection and Notification

Consultants determined by the Nation who possess the capacity to competitively provide the required products and services will be selected to move into the negotiation phase of this process. Written notification will be sent to the consultants via email. Consultants not selected for the negotiation phase will be notified by email and written letter.

IV. Scope of Service, Specifications & Requirements

Full Rooftop Solar Photovoltaic Installation Project

1. Design and install a full rooftop solar photovoltaic system that maximizes usable roof space and system performance for the facility
2. Designate responsibility and oversight for project plan development.

3. Present project approach:
 - a. Management approach to complete project.
 - b. Timelines, scheduled meetings, and reporting processes.
 - c. Risks, costs, and performance attributes.
4. The design plans will incorporate a detailed layout of the project which may include but is not limited to the following:
 - a. All aspects of a solar installation process.
 - b. Technical specifications.
 - c. Operational and structural energy prerequisites.
 - d. Operation and maintenance requirements.
 - e. Site constraints.
 - f. Permitting requirements.
 - g. Drawdown request.
 - h. Change order request.
5. Provide information of current and future costs for systems designs and components to include efficiency and optimization, but not limited to:
 - a. Major equipment components, e.g. panels, infrastructure, cables, wires, anchoring system, control center, inverters, and more.
 - c. Product life-span.
 - d. Projected annual system performance degradation.
 - e. Maintenance requirements.
 - f. Details of warranty information.
 - g. Provide an as Built drawing of the system post installation.
6. Compliance & Standards
 - a. All applicable local building codes.
 - b. Ho-Chunk, State, and Federal regulations (if applicable).
 - c. Safety, environmental, and labor requirements.
7. Complete the installation of the PV system by November 30, 2026

V. Consultant Qualifications & References

- A. All consultants must provide the following information in order for the proposal to be considered:
 1. Services offered by your organization.
 2. Full legal name of the company.
 3. Year business was established.
 4. Number of native nation members currently employed, if any.
 5. Key personnel and relevant experience of the personnel.
 6. Evidence of successful completion of a project of a similar size and complexity.

- B. Consultant must meet all insurance requirements. Consultants/firms/companies must hold and provide a copy of current coverage of Commercial General Liability Insurance of each occurrence and Automobile Liability Insurance of minimum combined single limit of each accident for bodily injury and property damage. Validation of Workers' Compensation Insurance and Professional Liability Insurance must also be demonstrated.
1. 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:
 2. \$1,000,000 per occurrence and \$2,000,000 in aggregate;
 3. 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:
 4. \$1,000,000 per occurrence combined single limit for: Bodily Injury Liability and Property Damage Liability,
 5. 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.
 6. Professional Liability Insurance with \$1,000,000 per occurrence and \$1,000,000 in aggregate.
- C. Evidence of Insurance. The successful proposer agrees that with respect to the above-required insurance that:
1. 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;
 2. The contractual liability arising out of the contract shall be acknowledged on the Certificate of Insurance by the insurance company;
 3. 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;

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

Ho-Chunk Nation
W9814 Airport Road; P. O. Box 667
Black River Falls, WI 54615

- D. Insurance Notices and Certificates of Insurance shall be provided to:

Ho-Chunk Nation
Division of Planning & Development
W9814 Airport Road; P. O. Box 667
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.

- E. 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.

- F. List any citations for non-compliance by applicable regulatory authorities or violations of applicable law by applicable governmental authorities within the last five (5) years for the consultant or its principles.
- G. List any pending litigation against the consultant as of the date of the RFP response.
- H. References: Contact information for three (3) references and a brief description of the project's relevance.
- I. Any legal action, suit, or proceeding arising out of or relating to this Request for Proposal or any resulting contract shall be brought exclusively in the Ho-Chunk Nation Trial Court. The parties hereby consent to the jurisdiction of the Ho-Chunk Nation courts and waive any objection to venue therein.

VI. Pricing & Cost Proposal

Consultants must provide a detailed, itemized pricing structure for the full rooftop system design and installation, including equipment, labor, permitting, engineering, and optional maintenance or monitoring services. Pricing should clearly reflect the complete system scope and may include phased or scalable options if applicable.

Pricing must be submitted in a clearly itemized format and provided as a lump-sum total cost for the complete rooftop installation. Optional alternates or phased options may be listed separately.

VII. Additional Terms & Conditions

- A. **Personal Information:** The Nation may require information related to the qualifications and experience of persons who are proposed or available to provide services. This may include, but is not limited to resumes, documentation of accreditation, licenses, certifications, and/or letters of references. The respondent should not submit as part of its response any information related to the qualifications, experience of persons who are proposed or available to provide services unless specifically requested. Unless specifically requested, any such information, whether in the form of resumes or other documentation, will be returned immediately to the respondent.
- B. **Non-Disclosure Agreement:** The Nation reserves the right to require any respondent to enter into a non-disclosure agreement.

- C. Costs: The RFP does not obligate the Nation to pay for any cost of any kind that may be incurred by a respondent or any third party(ies) in connection to the response.
- D. Intellectual Property: The respondent shall not use any intellectual property of the Nation including, but not limited to all logos, registered trademarks, or trade names, at any time without the prior written approval of the Nation.
- E. Respondent's Responses:
1. All accepted responses shall become the property of the Nation and will not be returned, subject to claims of confidentiality, with respect to the response and supporting documentation.
 2. Proposals with incomplete agreement revisions, edits and/or accompanying rationale, or that rely on future negotiations to finalize shall be deemed non-conforming and subject to rejection. Agreements are critical when properly evaluating a proposal and to ensure both parties can conclude due diligence and acquisition in a timely manner and under exclusivity.
- F. Governing Law: The laws of the Nation will govern any agreement of goods and services contemplated by this RFP. In addition, under such an agreement, will comply with all applicable laws, regulations, and policies of the Nation.
- G. No Liability: The Nation shall not be liable to any respondent, person or entity for any losses, expenses, costs, claims, or damages of any kind:
- Arising out of, by reason of, or attributable to the respondent responding to this RFP; or
 - As a result of the use of any information, error or omission contained in this RFP document or provided during the RFP process.
- H. Entire Request for Proposal: This Request for Proposal, any addenda to it, and any attached schedules, constitute the entire Request for Proposal.

VIII. Additional Project Information

Respondents must indicate whether the proposed system design aligns with applicable federal requirements under the Inflation Reduction Act.

Respondents shall clearly indicate whether proposed equipment and materials meet U.S. domestic content thresholds and provide documentation or certification where available.

IX. Photos of the facility



X. Consultant Certification

This proposal is submitted in response to the Request for Proposal Community Center Solar project issued by the Ho-Chunk Nation.

This certification attests to the consultant’s awareness and agreement to the content of this Request for Proposal and all accompanying calendar schedules and provisions contained herein.

The consultant must ensure that the following certificate is duly completed and correctly executed by an authorized officer of the company submitting this proposal.

The undersigned is a duly authorized officer and hereby certifies that:

(Consultant Name)

agrees to be bound by this content of this proposal and agrees to comply with the terms, conditions, and provisions of the referenced RFP and any addenda thereto in the event of an award. Exceptions are to be noted as stated in the RFP. The proposal shall remain in effect for a period of thirty (30) calendar days beginning February 18, 2026.

The undersigned further certify that the company/firm (check one):

_____ is _____ is not

Currently debarred, suspended or proposed for debarment by any federal, state, or native nation entity. The undersigned agree to notify the Ho-Chunk Nation of any change in status, should one occur, until such time as an award has been made under this procurement action.

Persons authorized to negotiate on behalf of this company/firm for the purpose of this RFP are:

Name: _____ Title: _____

Signature: _____ Date: _____

Name: _____ Title: _____

Signature: _____ Date: _____

Signature of Authorized Officer

Name: _____ Title: _____

Signature: _____ Date: _____