

REVISED(6-7-2018)

Ho-Chunk Nation



INVITATION TO BID TREE REMOVAL SERVICES LOCATED IN SUN PRAIRIE, WI and BARABOO, WI BID Number: HCN05152018DNR

This Invitation for Bid (IFB) is for the purpose of contracting with a qualified firm to provide the Ho-Chunk Nation with Tree Removal Services located in Sun Prairie, WI, and Baraboo, WI subject to satisfactory performance, continuing need, and availability of funding, as outlined within this document. All requirements are as per specifications enclosed herein.

BID DUE DATE: June 27, 2018 at 2:00pm (CST)

General Requirement: This is an invitation for competitively sealed bids (see attached). Bids must be received by the date and time specified above. **One (1) original and one (1) copy of the complete bid are to be submitted.**

Bidder Info:

Name: _____

Address: _____

Telephone: _____

Facsimile/Email: _____

Submit Bid to:
Ho-Chunk Nation
Treasury Department
Attn: Procurement Dept.
W9814 Airport Road
Black River Falls, WI 54615

Contact Person:
Dakota Walton-Smith
Procurement Agent
Dakota.walton-smith@ho-chunk.com
800-779-2873 Ext. 1243

Schedule of Events

Release of Bid on Website	May 16, 2018
Deadline for Questions via addendum	May 31, 2018 by 4:00 PM
Addendum Posting of Answers to Questions	June 7, 2018 by 4:00 PM
Bid Due Date and Time	June 27, 2018 at 2:00pm (CST)

Bidders should consult the website: <http://ho-chunk.com/Bid> daily for Bid Addendum, clarifications, schedule changes or other important information.

Ho-Chunk Nation

Vendor Certification

We agree to furnish and deliver any and all of the deliverables and services named in the attached Invitation to Bid (BID)

It is understood and agreed that this bid 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 bid and that this bid is made in accordance with the provisions of such specifications. By our written signature on this bid, we guarantee and certify that all items included in this bid meet or exceed any and all such specifications.

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

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

We agree that our bid 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
BID SIGNATURE AND CERTIFICATION
(Bid Certification must be signed and returned with bid)

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

**State of Incorporation _____

Individual – Partnership – Company – Corporation (Circle One)

Federal Tax Identification Number (FEIN) _____

(Business Name)

(Business Address)

(City, State, and Zip Code)

(By Printed Name and Signature)

(Title)

(Witness Signature)

(Title)

(Telephone No)

(Email)

(Date)

MANDATORY PAGE

REVISED BID FORM

The following required services/items shall be provided according to the solicitation conditions contained herein. Work must be completed within thirty (30) days after receipt of order.

PROJECT #1

PRICING INFORMATION for Felling and Processing of Willow Tree Greater than 72" DBH located at 1443 Linnerrud Drive, Sun Prairie, WI

Total \$ _____

PROJECT #2

PRICING INFORMATION for Felling and Processing of Burr Oak Tree Greater than 60" DBH located at 608 5th Street, Baraboo, WI

Total \$ _____

Additional Information (Use Additional Sheets if Necessary)

- 1. Briefly indicate which equipment or techniques will be used to prevent damage to swellings, outbuildings, turf and shrubs.**

2. Briefly indicate whether it is possible to access the tree marked for removal without removing any un-marked trees. If not, please indicate the number, species, and DBH of the un-marked trees you estimate that will have to be removed.

3. Is your company TCIA Accredited or will there be an ISA Certified Arborist supervising the Removal? Please explain below.

4. Is your firm willing to drag and chip brush for efficiency?

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

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

**MANDATORY PAGE
REFERENCES**

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

Entity: _____

Address: _____

Contact Name: _____

Telephone Number: _____

Email: _____

Entity: _____

Address: _____

Contact Name: _____

Telephone Number: _____

Email: _____

Entity: _____

Address: _____

Contact Name: _____

Telephone Number: _____

Email: _____

MANDATORY PAGE

ACKNOWLEDGEMENT OF ADDENDUMS: (Signature & Date Required)

Addendum 1: _____

Addendum 2: _____

Addendum 3: _____

EXCEPTIONS TO THE BID:

List any exceptions to the Bid Specifications

BACKGROUND INFORMATION

The Ho-Chunk Nation (Ho-Chunk Nation) is a sovereign government dedicated to improving the lives of its constituents. In 1963, the Wisconsin Winnebago Ho-Chunk Nation was recognized as a federal tribe pursuant to the Indian Reorganization Act of 1934. On November 1, 1994, the Wisconsin Winnebago Ho-Chunk Nation officially changed its name to the Ho-Chunk Nation when the Secretary of the Interior formally recognized its new constitution. The Ho-Chunk Nation's main office is located in Black River Falls, Wisconsin. In addition to its government operations, the Ho-Chunk Nation currently operates six (6) gaming facilities, two (2) hotels, a resort, a convention center, five (5) convenience stores, a gift shop and a number of other ancillary businesses.

2.0 STATEMENT OF WORK

Invitation to Bids (BID) is a method of procurement which obtains competitively sealed bids and is the preferred method for acquiring goods, services, and construction in which the award is made to the lowest responsive and responsible bidder, that is in the best interest of the Ho-Chunk Nation. Late bids or bids received after the specified time and date will not be considered and will be rejected and returned to the vendor unopened. The purpose of this Invitation to Bid (BID) is to obtain competitive bid packages from responsible, qualified bidders to provide Tree Removal Services in Sun Prairie, WI, and Baraboo, WI.

3.0 SCOPE OF WORK

Specific Requirements

Project #1

The tree is located in the backyard at 1443 Linnerrud Drive in Sun Prairie, WI. The tree is a willow greater than 72" DBH. The tree has been struck by lightning at least once. It has significant die-back, and has vertical seams which appear infiltrated with rot. Tree must be taken down and cut into 16"-20" firewood lengths. It is the intention of the Ho-Chunk Nation DNR to drag and chip brush unless the vendor would prefer to perform this task for efficiency. Please note this on bid sheet if vendor will perform this task.

Project #2

This tree is located in the backyard at 608 5th Street in Baraboo, WI. The tree is a 60" Burr Oak extending over three yards. All brush 6" and smaller should be chipped, and chips moved off premises. Please note on bid sheet if Ho Chunk Nation performs the chipping process during the removal, the cost adjustment. Tree must be taken down and cut into 16"-20" firewood lengths.

There are no site visits scheduled for these projects. It is the responsibility of interested contractors to view the site prior to submitting their bids. Before submitting a bid, each bidder shall, at own expense, make such surveys and investigations as may be deemed necessary to determine a bid price for performance of the work within the terms of the contract documents. The Ho-Chunk Community Forester would welcome the opportunity to accompany a representative of the tree care company to the initial survey. Contact information for the Ho-Chunk Community Forester is listed below:

Mr. Greg Blick
Ho-Chunk Community Forester
(715) 284-2852 Extension 1120

General Requirements

- A. At least one of the on-site tree workers should be International Society of Arboriculture (ISA) Certified or the tree care company should be accredited by the Tree Care Industry Association (TCIA). Tree removal work must be performed in accordance with ANSI Z133.1 Standards for Arboricultural Operations – Safety Requirements, latest edition, and all applicable OSHA regulations.
- B. Bidders and all personnel assigned to this work must have the required skills, training and ANSI approved equipment necessary to safely remove large urban residential shade trees in a controlled manner, using rope and saddle and/or a bucket truck and associated rigging devices, to prevent personal injury or damage to structures, buildings, street improvements, utilities, landscaping and other improved property. All bidder ISA certification or TCIA accreditation requirements must be met at the time of Bid Submission. Contractor bid submission shall constitute certification that the Bidder has met all contractor qualification requirements.
- C. All trees, limbs and branches must be removed in a **controlled and safe manner** using tackle blocks, pulleys, mechanical lowering devices, ropes, etc. as needed to prevent personal injury or damage to property including adjacent buildings, trees and landscaping in both the private and public right of way.
- D. All tree pruning shall comply with good arboreal practice for the particular species of trees and shall be consistent with the pruning standards and best management practices as adopted by the International Society of Arboriculture (ISA). The Provider shall also meet the latest requirements of the American National Standards and ANSI A-300 pruning standard. Work shall be in accordance with the ANSI Z133.1 safety standard. Only manual tools shall be used on trees less than 6” in diameter. All hand saws must have a hollow ground, tri-cut blade. Only by-pass type pruners shall be used.
- E. All trees, or parts thereof, located within 10’ of an energized overhead conductor (electrical, telephone, cable, or other communication) must be removed by a **Line Clearance Qualified Arborist** to a minimum clearance approach distance of 10’ from the conductor.
- F. **The Contractor is responsible to make sure all underground utilities are marked and cleared by Diggers Hotline prior to any stump grinding or tree planting.**
- G. All stumps, lateral roots and associated woody material are to be ground to a minimum fourteen inch (14”) depth below the finished grade, or to the depth necessary to removal all stump and root woody material, in order to provide

adequate space for replanting. The removal of stumps and lateral roots shall successfully sever the roots from the main root mass.

- H. Contractor shall be solely responsible for the safety of his crew and all observers. Contractor must carry workers compensation insurance in accordance with current Wisconsin state statutes and have proof thereof.
- I. No obstruction to vehicular or pedestrian traffic shall remain after the end of the daily work period. The contractor will be responsible for notifying the Ho-Chunk Department of Natural Resources when streets are temporarily closed. The contractor will be permitted to utilize the sidewalk area as necessary. Any damage to sidewalks, curbs, gutters, and street pavement shall be repaired with like materials at the contractor's expense. All trees and shrubs on public or private property that are damaged or destroyed shall be repaired or replaced at the contractor's expense.
- J. The contractor will be required to sign and barricade the work area in accordance with the Manual of Uniform Traffic Control Devices. Obstructed sidewalks shall have two Class 1 barricades placed at the nearest block corners and two additional Class 1 barricades placed at the location of the work.
- K. No portions of the tree may be cut or partially cut and left in the tree unattended. No limbs or other debris may be left blocking sidewalks or streets unless appropriately barricaded or a ground person is on site. No sidewalks or streets may be left obstructed overnight.
- L. Hours of work will be left to the discretion of the contractor. However, no work shall be started before 7:00 a.m. No work at all shall be performed on Sundays and holidays.
- M. Work should be completed within 30 days after receipt of order.
- N. All work shall be performed to the satisfaction of the Ho-Chunk Community Forester. If upon inspection by the Ho-Chunk Community Forester or his representative the work is found to be unsatisfactory, the work shall be corrected at contractor's sole expense and at no cost to the Nation within 20 days from the date of notice. The decision of the Ho-Chunk Community Forester or his representative shall be final.
- O. Invoices shall be subject to adjustment for **Work Not Performed, Non-Timely Performance, and Damages**, if any, for which contractor is liable, whether actual or projected. The Ho-Chunk Nation shall retain adjustments for projected damaged until such time as the actual cost of the adjustment can be determined.
- P. Bidder is responsible for obtaining all necessary licenses and permits at own expense.

4.0 TERMS AND CONDITIONS

4.1 Receipt and Handling

At time of receipt at the Ho-Chunk Nation's Procurement Division, all bids will be stamped showing date and time of delivery. Bids must be submitted with One (1) Original and One (1) Copy.

SEALED BID ENVELOPES ARE TO BE CLEARLY MARKED WITH THE BID TITLE, BID NUMBER, TIME AND DATE OF OPENING.

Any bids received after the due date and time (late bids) will not be considered and will be returned unopened to the bidder.

4.2 Bid Award

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

4.3 Bid Guarantee

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

4.4 Substitutions

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

4.5 Workmanship

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

4.6 Reserved Rights

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

4.7 Incurred Cost

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

4.8 Full Pricing and Contingencies

The Ho-Chunk Nation shall hold the successful bidder to their bid pricing. Additional charges for contingencies discovered by the vendor at any time after the date of opening this bid will not be considered by the Ho-Chunk Nation. Price offered shall be firm for at least 120 days after the latest time specified for submission of bids and thereafter until written notice is received from bidder. Freight is all-inclusive unless otherwise stated. The Ho-Chunk Nation does NOT accept any fuel surcharges.

4.9 Recourse for Unsatisfactory Materials

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

4.10 Security

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

4.11 OSHA Requirements

The Occupational Safety and Health Act of 1970 (OSHA) "guarantees workers the right to a safe and healthful workplace". Under Section 5 (a) (1) of the OSHA Act, the employer must "furnish to each of his employees' employment and a place of employment which are free from recognized hazards that are causing or likely to cause death or serious physical harm to his employees."

There are times when the Ho-Chunk Nation must hire entities and individuals (contractors) to perform services. To this end, contractors hired by the Ho-Chunk Nation must perform their duties in a manner that is compliant with all state, federal, and tribal health and safety laws and industry guidelines. It is the responsibility of the contractor to ensure that their personnel and subcontractors comply with all state, federal, and tribal health and safety laws and regulation and industry guidelines, including, but not limited to those set forth by: OSHA and related regulations, the Safety Inspection and Education Act, the Health and Safety Act, the Ho-Chunk National Institute of Occupational Safety and Health, the Ho-Chunk National Fire Protection Association, the Centers for Disease Control, American Industrial Hygiene Association, the American Council of Governmental Industrial Hygienists, the Environmental Protection Agency, and the Department of Transportation.

4.12 Purchase Extension

This contract may be offered for purchases to be made by governmental units within the State of Wisconsin 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 Bidder. 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.

4.13 This Section is Left Intentionally Blank

4.14 Taxes

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

4.15 Payments

The Bidder shall furnish the Ho-Chunk Nation with an itemized invoice.

4.16 Bidder Responsibilities

The selected Bidder will be required to assume responsibility for all services offered in this bid. The Ho-Chunk Nation will consider the selected Bidder 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 BID may not be assigned, in whole or in part without written consent of the Ho-Chunk Nation. If the Bidder attempts to make such an assignment without the written consent of the Ho-Chunk Nation, the Bidder shall nevertheless remain legally responsible for all obligations under the Contract.

4.17 Interpretation or Correction of Invitation to Bids

Bidders shall promptly notify the Procurement Manager of any ambiguity, inconsistency, or error, which they may discover upon examination of the Ho-Chunk Nation of the Invitation to Bids. Interpretations, corrections, and changes to the Invitation to Bids will be made by addendum. Interpretations, corrections, or changes made in any other manner will not be binding.

4.18 Compliance with Laws

The bidder 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 (Invitation to Sealed Bid/Bid) in accordance with the terms of the Ho-Chunk Nation provisions stated herein.

4.19 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 Bidder will be allowed thirty (30) days to take corrective action and accomplish satisfactory control. If at the end of the thirty days, the Ho-Chunk Nation deems the Bidder'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 bidder will agree that the resulting contract is made subject to available budgetary appropriations and shall not create any obligation on behalf of the Ho-Chunk Nation in excess of such appropriations. In the event that no funds or insufficient funds are appropriated and budgeted, this Contract shall terminate without penalty or expense to the Ho-Chunk Nation thirty (30) days after written notification of termination from the Ho-Chunk Nation.

4.20 Rejection of Bid, Waiver or Irregularities

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

4.21 Milestones

Milestones will be considered in making the award and the bidders 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.

4.22 Insurance

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

- a) Commercial General Liability in a broad form, to include, but not limited to, coverage for the following where exposure exists: Bodily Injury and Property Damage, Premises/Operations, Independent Bidders, 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.
- e)

4.23 Evidence of Insurance

The successful bidder 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 body politic
W9814 Airport Road
Black River Falls, WI 54615

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

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

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

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

The contractual liability arising out of the Agreement shall be acknowledged on the Certificate of Insurance by the insurance company. The Ho-Chunk Nation shall be provided with thirty (3) 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.

4.24 Hold Harmless Clause

The bidder 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.

4.25 Choice of Law and Venue

The bidder agrees that this bid has been executed and delivered in Wisconsin and that their relationship and any and all disputes, controversies or claims arising under this bid or any resulting contract shall be governed by the laws of the State of Wisconsin, without regard to conflicts of laws principles. The bidder further agrees that the exclusive venue for all such disputes shall be the Trial Court of the Ho-Chunk Nation in Black River Falls, Wisconsin. Seller consents to the subject matter and personal jurisdiction of said Court over any such dispute arising pursuant to this Agreement, without regard to conflicts of laws.

4.26 Directions for Submission

Qualified individuals or firms are to submit one (1) original and one (1) copy of the completed sealed bid to:

Dakota Walton-Smith, Procurement Agent
P.O. Box 640
W9814 Airport Road
Black River Falls, WI 54615
Dakota.walton-smith@ho-chunk.com

All data and documentation submitted as part of this BID shall become the property of the Ho-Chunk Nation, Wisconsin. All bids must be received by **2:00 p.m. (CST) on June 27, 2018.** Absolutely no bid will be accepted after the time specified. Late bids shall be rejected and returned unopened to the sender. The Ho-Chunk Nation does not prescribe the method by which bids are to be transmitted; therefore, it cannot be held responsible for any delay, regardless of reason, in the transmission of bids.

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

Submittal: Submit one (1) bid; multiple bids will not be accepted.

4.27 Mandatory Pages

Mandatory Pages included in this package, must be provided in vendor submittal and must be signed by a person authorized to legally bind the company.

FAILURE TO INCLUDE THE SIGNED MANDATORY PAGES WILL RESULT IN THE REJECTION OF YOUR RESPONSE.

4.28 Fair Employment Practices

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

4.29 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.

4.30 Debarment and Suspension

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

4.31 Civil Rights Compliance

The Bidder 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 Bidder agrees to abide by the requirements of the Americans with Disabilities Act of 1990. Bidder 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, Ho-Chunk National origin, veteran status, political affiliation, or disabilities. Any act of discrimination committed by the Bidder, or failure to comply with these statutory obligations when applicable shall be grounds for termination of the contract.

4.32 Bid Addendums

Ho-Chunk Nation reserves the right to addend or change the BID prior to the date of bid submission. Addenda will be posted to the Internet at <http://ho-chunkHo-Chunk Nation.com/Procurement>

4.33 Bid Withdrawal

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

4.34 Contract

Ho-Chunk Nation reserves the right to add provisions to the contract to be consistent with the successful bidder's offer and to negotiate with the successful bidder 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 bidder a competitive advantage. Any contract with the Ho-Chunk Nation will provide for Ho-Chunk Nation governing law and jurisdiction. This contract will not waive the sovereign immunity of the Ho-Chunk Nation, and will require compliance with all Ho-Chunk Nation laws, ordinances, regulations and procedures, including the Tribal Employment Rights Ordinance.

Prior to award, the winning bidder 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 bidder's bid and to discussions being initiated with the subsequent highest scoring bidder.

4.35 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 bidder responsible for any resulting additional cost. This remedy shall be in addition to any other remedies that Ho-Chunk Nation may have.

4.36 Restrictions on Communications with Staff

From the issue date of this BID until an bidder is selected and the selection is announced, bidders are not allowed to communicate for any reason with any Ho-Chunk Nation staff or elected officials except through email at Dakota.Walton-Smith@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 bid of the offending bidder. All questions concerning this BID must be submitted by e-mail to the Dakota.Walton-Smith@ho-chunk.com and shall reference the numbered item for which the question is asked.

4.37 Conflict of Interest

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

4.38 Ethics in Public Contracts

By submitting their bids, all bidders certify that their bids are made without collusion or fraud and that they have not offered or received any inducements from any other bidder or sub bidder in connection with their bids, 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.

4.39 Confidentiality Requirements and Public Information Disclosure

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

4.40 Bid Cancellations

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

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