

**MATCH-E-BE-NASH-SHE-WISH BAND OF POTAWATOMI  
(GUN LAKE TRIBE)  
HEALTH AND HUMAN SERVICES  
EXPANSION MASTER PLANNING PROJECT**

**REQUEST FOR QUALIFICATIONS AND PROPOSALS (RFQ/P)**

**STRATEGIC PLANNING AND ADVISORY SERVICES**

**OVERVIEW AND SUBMISSION GUIDELINES**

The Match-E-Be-Nash-She-Wish Band of Pottawatomi (hereinafter the "Gun Lake Tribe" or "Tribe") is seeking a qualified Master Planning Firm (hereinafter the "Consultant") to support a comprehensive HHS Expansion Project that integrates strategic planning and business planning. The Purpose of this engagement is to inform a strategic decision regarding expansion of the existing Tribal Health Center versus development of a new facility, including potential phased or hybrid approaches. The selected firm will conduct targeted research, analyze existing and newly gathered data, and deliver a clear strategic recommendation and business plan that aligns with Tribal values and long-term financial sustainability to accommodate growth and expansion of HHS programs and services to meet the needs of the Tribal Community.

Respondents interested in being considered for this Request for Qualifications and Proposals ("RFQ/P") should mail or deliver three (3) bound copies, one (1) unbound copy, and one (1) electronic copy on a flash drive of their Statement of Qualifications ("SOQ"), as further described herein, to:

Gun Lake Tribe  
Tribal Administration  
Attn: HHS Director  
2872 Mission Drive  
Shelbyville, MI 49344

ALL RESPONSES ARE DUE BY 2:00 P.M. (Eastern), on Friday, February 6, 2026. FAX OR EMAIL RESPONSES WILL NOT BE ACCEPTED.

Questions must be submitted in writing to Mallory Horwath, Interim HHS Director at [mallory.horwath@hhs.glt-nsn.gov](mailto:mallory.horwath@hhs.glt-nsn.gov) on or before 4:00 PM (Eastern) February 3, 2026. Each submittal must conform and be responsive to the requirements set forth in this RFQ/P. Federal funds will be used for this planning project.

The Tribe reserves the right to waive any informalities or irregularities in received submittals. Further, the Tribe reserves the right to reject any and all submittals, and to negotiate contract terms with one or more respondent firms for one or more of the work items.

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## **I. INTRODUCTION**

### **A. EXECUTIVE SUMMARY**

The Match-E-Be-Nash-She-Wish Band of Pottawatomi is located in Shelbyville, Michigan. The Tribe's reservation is in Allegan County with many Citizens located throughout Southern Michigan. The Tribe has an existing health center known as Gun Lake Tribe Health and Human Services ("HHS") located at 2880 Mission Drive, Shelbyville, Michigan 49344. For purposes of this RFQ/P, 'Health Center' refers to the Gun Lake Tribe Health and Human Services facility.

The Tribe intends to complete master planning to identify additional programs, services, space, and staffing needs as part of the planning to evaluate the feasibility of expansion and renovation of the existing health center versus construction of a new health center, including market research, data analysis, strategic planning and business planning. The current facility was constructed in 2015 and is approximately 16,000 square feet. It houses healthcare-related programs. The Tribe has outgrown the current healthcare space that is now undersized and lacks capacity to offer the appropriate range of health care services to adequately serve its service area user population. It also lacks adequate space to add additional programs and does not have adequate areas for maintenance and storage. The Tribe seeks to evaluate the potential for additional programs and services as part of the expansion project, including but not limited to Urgent Care; Radiology (Mammography, Ultrasound, and Mobile CT/MRI); Laboratory Services; Dental Clinic; Optometry; Audiology; Prenatal Care; Occupational Therapy and Speech Therapy; Occupational Health; Specialty Medical Services; Hemodialysis; Skilled Homecare Services; Expanded Substance Use Disorder treatment and recovery programs; Traditional and Alternative Healing services; and a Community Fitness Center, along with expansion of existing programs, as well as other programs and services as identified through data analysis, community input, and the master planning process. The planning shall include development of a business plan to evaluate expansion of existing programs along with development of new programs for both Tribal Citizens, those individuals with close social and economic ties to the Tribe (Tribal employees and families/spouses of Tribal Citizens), and the local communities.

This proposed expansion and renovation of the existing facility—or new construction—will increase access to health care for the communities served while supporting efficient, high-quality services. Current authorized health care programs include: Family Practice Clinic, Physical Therapy, Chiropractic, Podiatry, Behavioral Health Clinic, Pharmacy, Business Office, and Community Outreach services, including Traditional Medicine, Maternal Child Health programs, and Transportation.

The existing facility has not had any major renovation since completion of construction in 2015. The master planning shall identify the required space to provide the necessary services. The required program space shall be based on current and future projections to 2045 through careful evaluation during the master planning process. Actual projected space

is subject to change based on the outcome of the master planning including the business plan.

The Tribe is seeking Statements of Qualifications ("SOQ") in response to this Request for Qualifications and Proposals ("RFQ/P") from experienced entities, to provide full-service strategic planning including market studies, feasibility analysis, strategic planning, and business planning to include evaluation and feasibility analysis of expanding in current space compared to construction of a new building.

This RFQ/P defines the master planning services sought from the eventual firm, and generally outlines the Projects' requirements. Briefly stated, the Tribe is seeking a qualified Consultant to support a comprehensive HHS Expansion Project. The Tribe intends to select and interview (as needed), at its option, qualified firms for the defined scope of services outlined in this RFQ/P.

## **B. LIMITATIONS**

The Tribe reserves the right to contract with any entity responding to this RFQ/P. The Tribe makes no representation that participation in the RFQ/P process will lead to an award of a contract or any consideration whatsoever. The Tribe shall in no event be responsible for the cost of preparing a response to this RFQ/P. The awarding of a contract as a result of responding to this RFQ/P, if at all, is at **the sole discretion of the Tribe**.

The Tribe reserves the right to accept or reject any or all Statements of Qualifications (SOQ), to waive any irregularities or informalities not affected by law, to evaluate each SOQ submitted, and to award contracts, if any, according to the SOQ which best serves the interest of the Tribe at a reasonable cost to the Tribe.

## **C. INDIAN PREFERENCE**

Proposals will be accepted from non-Indian as well as Indian-owned enterprises or organizations. The Tribe will provide preference to all qualified Indians and Indian-owned enterprises or organizations in accordance with applicable law. Any bidder seeking Indian Preference in this award must provide evidence that it is not less than 51 percent Indian owned and controlled.

If you are seeking Indian preference, please contact the Chairperson of the Indian Preference Committee, Amanda Sprague at (269) 397-1630 to receive a prequalification packet.

The Tribe reserves the right, despite the application of Indian Preference as noted above, to select the vendor with the SOQ and fee proposal that the Tribe believes, in its sole and absolute discretion, provides the greater benefit in light of the estimated cost.

## **D. FULL EEO OPPORTUNITY**

The Tribe will not discriminate against anyone on the basis of race, color, gender, sexual orientation, political affiliation, age, ancestry, religion, marital status, national origin, medical condition or disability in any consideration leading to the award of the contract. No qualified disabled person shall, on the basis of disability, be excluded from participating in, be denied the benefits of, or otherwise be subjected to discrimination in any consideration leading to the award of contract.

#### **E. RESTRICTIONS ON LOBBYING AND CONTACTS**

From the period beginning on the date of the issuance of this RFQ/P and ending on the date of the award of the contract, no person, or entity responding to this RFQ/P, nor any officer, employee, representative, agent, or consultant representing such a person or entity shall contact through any means, or engage in any discussion regarding this RFQ/P, the evaluation or selection process/or the award of the contract(s) with any member of the Gun Lake Tribe, Indian Health Service (IHS), selection committee members, or any member of the Project's Oversight Committee, or with any employee of the Tribe except for clarifications and questions as described herein. Any such contact shall be grounds for the disqualification of the consulting firm submitting a SOQ.

#### **F. INDEMNIFICATION**

The Consultant shall indemnify, defend, and hold harmless the Tribe and Health Center and their respective officers, officials, employees, agents and volunteers, from and against any and all claims, demands, expenses, losses, liabilities, cause of action, and the like, which are or may be asserted in any action by anyone, based upon any negligent acts, errors, willful misconduct, breach of confidentiality or data protection, or may be alleged to have occurred as a result of, relating to, arising out of, or in any way associated with, any act or omission of the consulting firm, or any failure of the same to comply with any obligation set forth in the contract. The Consultant shall, at its own cost and expense, pay all costs incurred by the Health Center and/or the Tribe in connection therewith. If any judgment shall be rendered against the Tribe and/or Health Center in any such action, the consulting firm shall satisfy and discharge the same without cost or expense to the Tribe or Health Center. However, this indemnity shall not apply to loss of damages which were caused by the sole negligence or willful misconduct of the Health Center.

#### **G. GOVERNING LAW AND VENUE**

The successful Consultant shall consent and agree that any and all questions arising in connection with this RFQ/P and/or contract arising therefrom, shall be governed first by the laws and ordinance of the Match-E-Be-Nash-She-Wish Band of Pottawatomi and second by Federal laws, if applicable. The successful Consultant shall further consent and agree to the jurisdiction of the Match-E-Be-Nash-She-Wish Band of Pottawatomi Tribal Court and that the venue for any legal proceeding relating to this RFQ/P and/or contract by and between the successful consultant and Tribe shall be the Match-E-Be-Nash-She-Wish Band of Pottawatomi Tribal Court.

## **H. SOVEREIGN IMMUNITY**

The Tribe will enter into a contract with the person that best preserves the sovereign immunity of the Tribe.

## **I. DEBARMENT AND SUSPENSION**

No contract shall be made to parties listed on the General Services List of Parties Excluded from Federal Procurement or Non-procurement Programs in accordance with E.O.'s 12549 and 12689, "Debarment and Suspension." A list of excluded parties can be found at [www.sam.gov](http://www.sam.gov). Section 2 CFR 180, OMB Guidelines to Agencies on Government-wide Debarment and Suspension (Non-procurement), governs debarment and suspension of federal grantees and sub-grantees from receiving federal grant awards. Debarment and suspension can occur if federal grantees use federal funds wastefully or fraudulently. In order to ensure federal funds do not flow to excluded parties, federal agencies and grantees are required to check for excluded parties prior to opening bids or awarding.

## **J. INSURANCE REQUIREMENTS**

The successful Consultant and any subcontractors shall maintain appropriate levels of insurance, including, but not limited to, worker's compensation insurance for all of its employees within statutory limits and commercial general liability insurance, including coverage for liability and completed operations, contractual liability and automobile liability for all owned, non-owned and hired vehicles used in carrying out the Contract with limits of not less than \$1,000,000 per occurrence.

## **K. CONFIDENTIALITY**

This process may involve confidential and proprietary information. As such the selected Consultant will be required to sign a Confidentiality Agreement, attached as Exhibit A.

## **II. SCOPE OF SERVICES**

### **A. SUMMARY OF PROJECT GOALS**

The Consultant will:

- Analyze healthcare needs, market demand, and service gaps for Tribal Citizens, other Native populations, employees, families, and the broader community.
- Evaluate best-practice care models, delivery innovations, and technology trends applicable to rural and Tribal healthcare.
- Assess financial, operational, and facility implications of expansion vs. new build scenarios
- Develop a business planning framework that supports informed decision-making and long-term sustainability
- Recommend a strategic direction, service mix, and phased investment approach that supports:

- Lifelong care for Tribal Citizens
- Culturally grounded, high-quality care
- Financial sustainability and responsible revenue diversification

## **B. SCOPE OF SERVICES**

### **1. Research & Analysis**

The firm will research and analyze, at a minimum:

- Market and demand analysis for urgent care, specialty services, elder care, behavioral health, pharmacy, wellness, and prevention services.
- Health access and healthcare desert analysis, including referral patterns and where Tribal Citizens currently seek care.
- Competitor and partnership landscape, including regional providers and potential Centers of Excellence
- Population-specific needs, with emphasis on aging, active living (50+), end-of-life care, and employee health
- Care delivery models and best practices, including:
  - Concierge care
  - Virtual and mobile services
  - Community health and elder care models
  - Occupational health and teaching clinic models
- Technology and AI trends relevant to rural healthcare delivery and operations
- Pharmacy models, including 340B optimization, retail feasibility, specialty pharmacy, and medication access strategies.
- Wellness and prevention models, including Blue Zones, food-as-medicine, and community wellness approaches.
- Innovative care concepts, including therapeutic and healing communities and land-based healing models.

### **2. Integration of Existing Data**

The firm will integrate its research with data and inputs provided by the Tribe and partners, including:

- Updated Citizen, patient, and employee needs assessments
- Demographic and population trend data
- Utilization, satisfaction, and financial performance data
- Internal financial modeling and insurance data (provided separately)

This integrated data will serve as the foundation for strategic and business planning recommendations.

### **3. Strategic & Business Evaluation**

The firm will evaluate and compare:

- Expansion vs. new build vs. hybrid scenarios
- Service mix options and population prioritization

- Facility, operational, and financial implications of each scenario
- Financial viability, revenue opportunities, and cost considerations associated with each scenario
- Business model assumptions, risks, and sustainability factors
- Alignment with the Tribe's long-term health vision

## **C. ESSENTIAL QUALIFICATIONS**

The ideal Master Planning team will have the following characteristics:

- Have successful experience completing master planning and business planning for Tribal health systems, IHS/638, or FQHC environments.
- Understanding of Medicaid, Medicare, third-party billing, and grant funding
- Demonstrated community-informed and culturally responsive planning
- Ability to translate findings into actionable implementation plans
- Provide adequate staffing and resources to Project(s). Maintain key staff through the duration of Project(s).
- Have reasonable proximity and/or ease of accessibility to Shelbyville, Michigan in order to provide: (1) team working/review sessions; (2) ease of team coordination meetings; and (3) minimal cost to attend Tribal meetings.
- Have an established Quality Assurance/Quality Control program.
- Work collaboratively with the Tribe, IHS, and Tribal Authorized Representatives.
- Be flexible in nature, with positive, can-do attitudes. Be solution-oriented.
- Be organized, effective and efficient. Exercise professional prioritizing skills. Work easily with modern amenities like scanners and email.
- Be proactive. Be prepared, working in advance of deadlines; consistently start Tribal coordination early.
- Be mindful and tenacious about maintaining project budgets and schedules, especially during construction. Make decisions that support Tribal goals and objectives.
- Articulate potential issues early. Provide thoughtful recommendations where applicable.

## **D. PROJECT UNDERSTANDING**

### **Existing HHS Facility Location**

The existing HHS facility is located in Shelbyville, Michigan. The nearest airports are Gerald R. Ford International Airport (30 miles southwest in Grand Rapids, MI), Kalamazoo/Battle Creek International Airport (33 miles south in Kalamazoo, MI). The existing clinic has easy access at a centralized location for Tribal Citizens.

### **Existing HHS Facility Description**

The existing HHS facility is a single-level building completed in 2015. The building has been actively maintained, but experiences functional limitations from the current layout and outgrowing its capacity to serve the user population efficiently.

## **Existing HHS Facility Deficiencies**

Staff and patients require additional space to improve added services, patient flow, and patient privacy for increased user population, and program changes. The existing facility does not have the space or capabilities to support the level of services needed by the service area. Addressing these shortcomings will improve the delivery of healthcare to the mission population.

## **Proposed Project**

Preliminary evaluations indicate a significant lack of space in the existing health facility. While the current reported user population of 592 includes Tribal Citizens only, the planning effort will evaluate expanded service demand inclusive of Native Americans of all federally recognized tribes, employees, families, and community users. Future space planning and service design will be based on a projected user population increase through 2045.

The construction of a new facility—or the expansion and modernization of the current facility—will provide a technologically advanced, culturally responsive health center staffed and equipped to deliver a broader scope of primary health care services that meet the needs of the Match-E-Be-Nash-She-Wish Band of Pottawatomi Indians and surrounding communities. The facility will continue to offer all current programs and services while evaluating potential expanded services, including Urgent Care; Radiology (Mammography, Ultrasound, and Mobile CT/MRI); Laboratory Services; Dental Clinic; Optometry; Audiology; Prenatal Care; Occupational Therapy and Speech Therapy; Occupational Health; Specialty Medical Services; Hemodialysis; Skilled Homecare Services; Expanded Substance Use Disorder treatment and recovery services; Traditional and Alternative Healing services; and a Community Fitness Center, as well as other programs and services as identified through data analysis, community input, and the master planning process.

The new or expanded facility will be thoughtfully designed to support emergency preparedness and response, ensuring operational resilience during pandemics or other public health emergencies.

The consultant shall provide comprehensive planning and advisory services, including market assessment and research, feasibility analysis, strategic planning, and business planning. Services will be informed by quantitative data, community context, and Tribal priorities, and will result in actionable recommendations and implementation strategies.

## **III. DELIVERABLES**

The Consultant shall provide:

1. Comprehensive Analysis Report
  - a. Summary of findings across all research areas
  - b. Identification of services gaps, opportunities, and risks
2. Strategic Recommendation
  - a. Clear recommended direction (expand, new build, or hybrid)
  - b. Rationale grounded in data, demand, and financial sustainability
3. Business Plan
  - a. Recommended services mix and delivery models
  - b. High-level operational and staffing implications
  - c. Financial sustainability considerations and revenue diversification strategies
  - d. Phased implementation and growth strategy tied to demand, capacity, and funding
4. Decision-Support Materials
  - a. Scenario comparisons and planning assumptions
  - b. Inputs suitable for future architectural, operational, financial modeling, and implementation planning.

## **IV. REQUIREMENTS FOR STATEMENT OF QUALIFICATIONS**

### **A. FORMAT REQUIREMENTS**

Firms submitting SOQs in response to this RFQ/P must follow the format below. Material must be in 8-1/2 x 11 inch format. Each SOQ shall include a Front Cover stating the following: "Statement of Qualifications for [FIRM NAME] in Response to the Tribe's RFQ/P."

Each SOQ shall include a table of contents and divider tabs labeled with the boldface headers below (e.g. the first tab would be entitled "Cover Letter," the second tab would be entitled "Business Information," etc.) **Total submittal length shall not exceed 50 pages. Provide three (3) bound copies, One (1) unbound copy, and One (1) electronic copy of the Statement of Qualifications.**

The unbound copy shall be marked "Copy for Reproduction", and shall be formatted as follows:

- No divider sheets or tabs.
- Pages with proprietary information removed.
- A cover sheet listing the firm's name, the total number of pages, and identifying those pages that were removed due to proprietary information.

The electronic copy will only be accepted via flash drive or CD in the following programs: Microsoft Office Word/Excel or PDF.

Each submission package will be reviewed to determine its completeness prior to the actual evaluation. If a respondent does not respond to all categories requested, the respondent may be disqualified from further consideration.

## **B. SOQ CONTENT REQUIREMENTS**

### **1. TAB 1 – Cover Letter (maximum of 1 page)**

- Provide a letter of introduction signed by an authorized officer of the master planning firm.
- Include a brief description of why your firm is well suited for, and can meet, the Tribe's needs.
- Clearly identify the individual(s) who are authorized to speak for the firm during the evaluation process.
- Respondent shall certify that no official or employee of the Tribe, nor any business entity in which an official of the Tribe has an interest, has been employed or retained to solicit or assist in the procuring of the resulting contract(s), nor that any such person will be employed in the performance of any/all contract(s) without immediate divulgence of this fact to the Tribe.

### **2. TAB 2 — Business Information**

Provide the following information:

- Company name
- Physical and Mailing Address
- Telephone
- Fax
- Website
- Name and email of main contact
- Federal Tax I.D. Number
- License or Registration Number
- Type of organization/business structure (ownership, legal form, i.e. corporation, partnership, etc., and senior officials of company). If a joint venture, describe the division of responsibilities between participating companies, offices (location) that would be the primary participants, and percentage interest of each firm.
- A brief description and history of the firm, including number of years the firm has been in business and date firm was established under its given name.
- Number of employees (licensed professionals, technical support.)
- Location of office where the bulk of services solicited will be performed
- Any State of Michigan certification for your firm such as Small Business or Disabled Veteran Business Enterprise status.
- How sub-consultants are generally used by your firm and to what extent work is performed in-house versus by a sub-consultant.
- Provide similar information for proposed sub-consultants.
- How sub-consultants will be utilized on the Project(s) and to what extent work will be performed in-house.

### **3. TAB 3 — Project Approach and Firm Qualifications**

- Provide a statement demonstrating your firm's or team's ability to accomplish the scope of services in a comprehensive and thorough manner with an

aggressive schedule including the ability of the firm to translate findings into actionable implementation plans.

- A brief written summary of the firm's philosophy related to the planning and design of the Project(s). Include how the firm has demonstrated community-informed and culturally responsive planning.
- Provide a summary demonstrating your firm's experience with Tribal health systems or FQHC environments, the firm's understanding of Medicaid, Medicare, third-party billing and grant funding.
- Describe your firm's approach to cost estimating, including some history of cost estimates versus actual bid amount, on three (3) similar projects, awarded in the last five (5) years.
- Describe your firm's approach to quality control/assurance procedures.
- Describe the approach to compliance with Program requirements and conformance with Federal/State/Local applicable code requirements.
- Demonstrate your firm's flexibility in adapting to the changing needs and priorities of a Health Center.
- Describe your experience with Tribal / I.H.S. and working within the Tribal processes.
- Identify established methods and approaches utilized by your firm to successfully meet completion deadlines, and provide examples demonstrating effective use of stated methods and approaches.

#### **4. TAB 4 – Fee Proposal**

Provide a fee proposal in a separate, sealed envelope that includes:

- A lump sum fixed fee for the project to include and clearly identify costs associated with sub-consultants. Include cost per task and the personnel hours assigned to tasks during the course of the project. Include an hourly fee schedule for the team and any sub-consultants.
- An acknowledgement that the respondent can effectively complete this project within the timeframe and budget indicated. Clearly explain the method and process the respondent will use to ensure the project is within budget and that the Tribe will be getting the best value within the budgeted amount.

Cost will be considered as part of the evaluation but will not be the sole determining factor.

### **V. SELECTION CRITERIA**

#### **A. EVALUATION**

Award of the contract resulting from this RFQ/P will be based upon the most responsive and responsible firm whose offer will be the most advantageous to the Tribe in terms of cost, functionality, and other factors.

#### **B. TRIBE INVESTIGATIONS**

The Tribe may perform investigations of responding parties that extend beyond contacting the references identified in the SOQ. The Tribe may request a firm to submit additional information pertinent to the review process. The Tribe also reserves the right to investigate and rely upon information from other available sources in addition to any documents or information submitted. At the Selection Committee's discretion, firms may be asked to arrange a tour of a representative facility which they have been responsible for.

### **C. INTERVIEWS**

The Tribe, at its sole discretion, may elect to interview selected firm(s). The Tribe may elect to interview one or more firms. If a firm is requested to come for an interview, the key proposed Project staff will be expected to attend the interview. The interview will be an opportunity for the Tribe's selection committee to review the firm's proposal and other matters the committee deems relevant to its evaluation. **Any comments or objections to the form of Agreement shall be provided in writing before the interview and may be the subject of inquiry at the interview.**

Following the interviews, it is expected that the selection committee will make recommendations to the Tribal Council regarding selected firms to be part of the Project.

### **D. FINAL DETERMINATION AND AWARD**

The Tribe reserves the right to contract with any entity responding to this RFQ/P for all or any portion of the work described herein and/or in an Agreement offered to the entity, to reject any SOQ/P as non-responsive, and/or not to contract with any master planning services company for the services described herein. The Tribe makes no representation that participation in the RFQ/P process will lead to an award of contract or any consideration whatsoever. The Tribe reserves the right to contract with any firm not participating in this process. The Tribe shall in no event be responsible for the cost of preparing any SOQ or proposal in response to this RFQ/P, including any supporting materials.

The awarding of a contract(s) is at the sole discretion of the Tribe. The Tribe may, at its option, determine to award contract(s) only for portions of the scope of work identified herein. In such case, the successful firm(s) will be given the option not to agree to enter into the Agreement and the Tribe will retain the right to negotiate with any other proposing firm selected as a finalist. If no finalist is willing to enter into a contract for the reduced scope of work, the Tribe will retain the right to enter into negotiations with any other firm responding to this RFQ/P.

### **E. RFQ/P RESPONSE SCHEDULE SUMMARY:**

The Tribe reserves the right to change the dates on the schedule without prior notice.

<b><u>ACTIVITY DESCRIPTION</u></b>	<b><u>DATE</u></b>	<b><u>TIME</u></b>
Release of RFQ/P	01/16/2026	

Deadline for submitting written questions	02/03/2026	4:00 PM ET
Deadline for Submitting RFQ/P's	02/06/2026	2:00 PM ET
Interview Qualified/Short Listed Firms	February 2026	
Selection of Firm	February 2026	

**WE THANK YOU FOR YOUR INTEREST IN THIS EXCITING PROJECT!**

## **CONFIDENTIALITY AGREEMENT**

This **CONFIDENTIALITY AGREEMENT** (this “Agreement”) is entered into this \_\_\_\_ day of \_\_\_\_\_, 2026, by and between the **MATCH-E-BE-NASH-SHE-WISH BAND OF POTAWATOMI**, a federally recognized Indian tribe (the “Tribe”), and **[INSERT NAME/ENTITY]**, (“Recipient”) with an address at **[INSERT ADDRESS]**.

**WHEREAS**, the Tribe is prepared to furnish Recipient with various confidential and proprietary information relating to the Gun Lake Tribe (the “Purpose”); and

**WHEREAS**, Recipient is willing to receive such information regarding the Purpose under the strict obligation of confidentiality described below, and the possibility the Tribe will take the Recipient to Gun Lake Tribal Court if the Recipient releases the information or knowledge of the Purpose.

**NOW, THEREFORE**, in consideration of the foregoing premises and the following mutual covenants, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound, the parties hereby agree as follows:

1. **Confidential Information.** “Confidential Information” as used in this Agreement shall mean any documents or other information disclosed to the Recipient by the Tribe for the Purpose.
2. **No Disclosure or Use of Confidential Information.** The Recipient shall not disclose Confidential Information and any of the information regarding the Purpose to any third party. The Recipient agrees that it will (i) hold in confidence the Confidential Information disclosed or otherwise furnished by or on behalf of Tribe to the Recipient, (ii) not disclose the fact that this Agreement has been entered into by the parties or that Confidential Information has been disclosed by the Tribe to the Recipient, (iii) not disclose the Confidential Information to any third party other than to those who have a need to know the Confidential Information solely for the Purpose, and (iv) not use the Confidential Information for any purpose, other than the Purpose and as otherwise permitted under this Agreement. The Recipient agrees that it shall protect the Confidential Information disclosed or otherwise furnished by or on behalf of Tribe with at least the same degree of care as the Recipient uses in protecting its own Confidential Information of a similar nature. The Recipient shall be responsible for any breach of the terms of this Agreement, and shall take all reasonable measure (at its sole expense) to refrain from prohibited or unauthorized disclosures or uses of the Confidential Information. Violation of this provision shall be determined to be a violation of this Agreement and will detrimentally impact any further discussions with the Recipient.
3. **Exceptions.** The Recipient shall not have any obligation of confidentiality or nonuse under this Agreement with respect to any portion of the Confidential Information which:
  - (a) is or becomes generally available to the public, other than through disclosure by the Recipient in violation of this Agreement; or

(b) becomes available to the Recipient on a non-confidential basis from a person other than Tribe, provided that such source is not known by the Recipient to be bound by a confidentiality agreement with, or other contractual, legal or fiduciary obligation of confidentiality to the Tribe or any third party with respect to the Confidential Information; or

(c) the Recipient possesses or developed prior to the Confidential Information being disclosed or otherwise furnished to the Recipient by or on behalf of Tribe hereunder, provided that the source of the Confidential Information is not known by the Recipient to be bound by a confidentiality agreement with, or other contractual, legal or fiduciary obligation of confidentiality to the Tribe or any third party with respect to such information; or

(d) is independently discovered or developed by the Recipient without reference to or use of the Confidential Information.

4. **Other Authorized Disclosure.** Notwithstanding any other provision of this Agreement, the Recipient may disclose the Confidential Information:

(a) in response to a valid order or request of a court or other governmental or regulatory body, or law, regulation or stock exchange rule; provided however, that the Recipient shall first have given written notice of such required disclosure to the Tribe, to the extent permitted by such order, law, regulation or rule and applicable law, so that Recipient may seek, at Recipient's sole cost and expense, a protective order or other appropriate remedy, and the Recipient shall reasonably cooperate, if requested, with the Tribe in any such effort at Tribe's sole cost and expense; provided further, however, that if a protective order or other remedy is not obtained and disclosure of the Confidential Information is required, the Recipient, as the case may be, may so disclose only that portion of the Confidential Information which it is legally required; or

(b) to establish rights or enforce obligations under this Agreement, but only to the extent such disclosure is necessary and provided that the Recipient seeks confidential treatment of the Confidential Information to be disclosed.

5. **Ownership of Confidential Information.** The Confidential Information shall be and remain the property of the Tribe. The Tribe warrants and represents that it has the right to disclose the Confidential Information regarding the Purpose that it is disclosing to the Recipient pursuant to this Agreement.

6. **Relationship of Parties.** No right or license, express or implied, is granted to the Recipient with respect to the Confidential Information.

7. **Severability.** In the event that any one of the provisions contained in this Agreement should be found to be invalid, illegal or unenforceable in any respect by a court of competent jurisdiction, the

validity, legality or enforceability of the remaining provisions contained in this Agreement shall not in any way be affected or impaired by such a finding.

8.        **Waiver.** Nothing in this Agreement shall be construed to waive the immunity of the Tribe from suit.

9.        **Injunctive Relief.** The Recipient agrees that should it breach or threaten to breach any provision of this Agreement, the Tribe may suffer irreparable damages and its remedy at law may be inadequate. Therefore, if the Recipient breaches this Agreement, the Tribe shall be entitled, in addition to all other remedies available to it at law or in equity, to seek equitable relief, including specific performance and injunctive relief to enforce any provision hereof and to restrain the Recipient from using or disclosing, in whole or in part, directly or indirectly, the Confidential Information. Furthermore, the Recipient may no longer be eligible to participate in any general projects for the Tribe.

10.       **Governing Law; Venue.** This Agreement shall be governed by, and interpreted in accordance with, the laws of the Tribe without regard to the principles of conflict of laws thereof. Any legal or equitable action arising out of or relating to this Agreement shall be instituted and maintained exclusively in the Gun Lake Tribal Court and the parties hereby irrevocably and unconditionally consent to the exclusive jurisdiction of the Tribe and its courts.

11.       **Entire Agreement; Amendments.** This Agreement contains the entire agreement of the parties and supersedes any and all prior agreements, written or oral, between the Tribe and the Recipient relating to the subject matter of this Agreement. This Agreement may not be amended unless agreed to in writing by authorized representatives of both parties.

12.       **Authorization.** The Tribe, the Recipient and the individuals signing below each warrant and represent that such individuals are authorized and empowered to enter into and execute this Agreement on behalf of the Tribe and the Recipient, respectively.

**IN WITNESS WHEREOF**, the parties hereto have executed this Agreement on the day and year first written above.

“Tribe”

**Gun Lake Tribe**

By:\_\_\_\_\_

Name:\_\_\_\_\_

Title:\_\_\_\_\_

“Recipient”

**[INSERT ENTITY NAME]**

By:\_\_\_\_\_

Name:\_\_\_\_\_

Title:\_\_\_\_\_