



Ho-Chunk Nation

Request for Proposal RFP Number: 093015HCNIDC

Release Date: September 30, 2015

Proposal Due Date: October 21, 2015, 4:00 pm CST

**Questions should be directed to the Ho-Chunk Nation Treasury Office, via email to:
Treasury_RFP@ho-chunk.com**

Instructions to Proposers

All spaces below are to be filled in and Proposal Letter on page two must be signed where indicated. Failure to sign and return Proposal Letter will cause rejection of the proposal.

Proposal of:

Name: _____

Address: _____

Telephone: _____

Facsimile/Email: _____

**Submit Proposal to:
Ho-Chunk Nation
Treasury Department
Attn: 093015HCNIDC
W9814 Airport Road
P.O. Box 640**

Black River Falls, WI 54615

REQUEST FOR PROPOSAL Deadline: October 12, 2015

Ho-Chunk Nation Proposal Letter

We propose to furnish and deliver any and all of the deliverables and services named in the attached Request for Proposal (RFP) for which the price has been set. The price or prices quoted herein shall apply for the period of time stated in the RFP.

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

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

It is understood and agreed that this proposal shall be valid and held open for a period of one hundred and twenty (120) days from the proposal opening date.

PROPOSAL SIGNATURE AND CERTIFICATION (Proposal Letter must be signed and returned with proposal)

I certify that this proposal is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a proposal for the same materials, supplies, equipment, or services and is in all respects fair and without collusion or fraud. I understand collusive bidding is a violation of State and Federal Law and can result in fines, prison sentences, and civil damage awards. I agree to abide by all conditions of the proposal and certify that I am authorized to sign this proposal for the proposer.

Authorized Signature _____ Date _____

Print/Type Name _____

Print/Type Company Name _____

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1 INTRODUCTION

1.1 Purpose

The Ho-Chunk Nation, hereafter called “Nation” is initiating the Request for Proposals (RFP) to solicit proposals from firms interested in participating in a project to:

- Preparation of the FY 2014, FY 2015 and FY 2016 indirect cost proposal for submission to the Interior Business Center by December 31, 2015.
- Evaluate the current proposal, develop a strategy plan and make recommendations to update the base that would be most beneficial to the Nation; and
- Prepare the indirect cost proposal using the provisional/fixed rate method vs. prior fixed /carryforward rate to allow the Nation to establish a Four Year Indirect Cost Rate cycle.
- Lead the negotiation of the FY 2014, FY 2015 and FY 2016 indirect cost proposal between the Interior Business Center and the Nation, and provide the Nation with written responses to IBC's questions and comments.

The Ho-Chunk Nation receives grants for federal and state programs including:

Program Funding Source	FY12 Awarded
Federal Awards	
U.S. Department of Agriculture	\$750,368
U.S. Department of Housing and Urban Development	\$2,400,000
U.S. Department of the Interior	\$4,624,416
U.S. Department of Transportation/Pass through Interior	\$40,943,644
U.S. Department of Justice	\$902,909
Equal Employment Opportunity Commission	\$52,000
U.S. Environmental Protection Agency	\$2,174,319
Department of Homeland Security	\$70,287
U.S. Department of Energy	\$392,200
U.S. Department of Health and Human Services	\$42,069,295
State Awards	
Department of Health and Family Services	\$601,250
Department of Health and Family Services/Pass Through GWAAR	\$49,632
Department of Natural Resources	\$18,994
Department of Transportation	\$22,500
Department of Public Instruction	\$98,175
Wisconsin Department of Veteran Affairs	\$14,355
Department of Homeland Security	\$55,364
Department of Military Affairs	\$3,950

The Nation’s current negotiated Indirect Cost Rate is 12.81% for FY13.

1.2 Objectives and Scope of Work

The proposals shall be evaluated in accordance with the evaluation criteria set forth in this Request for Proposal (RFP). Offerors shall be accorded fair and equal treatment with respect to any revision of proposals; and such revisions may be permitted after submissions and prior to award for the purpose of obtaining best and final offers.

There shall be no disclosure of any information derived from proposals submitted by competing offerors.

- Questions can be submitted to the following email address: Treasury_RFP@ho-chunk.com.
- Responses will be posted to the Ho-Chunk Nation website at <http://www.ho-chunknation.com/government/executive/treasury/request-for-proposal.aspx>

Awards shall be made to the responsible offeror whose proposal is determined in writing to be the most advantageous for the Ho-Chunk Nation, taking into account all of the evaluation factors set forth in the RFP. The Ho-Chunk Nation reserves the right to reject any and all proposals submitted in response to this request.

1.3 Schedule of Events

Release of RFP	September 30, 2015
Deadline for Questions by e-mail	October 07, 2015, 3:30 p.m. CST
Internet Posting of Answers to written questions	October 12, 2012

Offeror's should consult the website: <http://www.ho-chunknation.com/government/executive/treasury/request-for-proposal.aspx>

daily for RFP Q&A, clarifications, schedule changes or other important information.

Proposals Due Date	October 21, 2015 4:00 pm. CST
Final Offeror Interviews	October 25-27, 2015
Proposed Contract Award Date	October 29, 2015

1.4 Restriction on Communications with Staff

From the issue date of this RFP until an offeror is selected and the selection is announced, offerors are not allowed to communicate for any reason with any Ho-Chunk Nation staff except through email at Treasury_RFP@ho-chunk.com named wherein or as provided by existing work agreement(s). For violation of this provision, Ho-Chunk Nation shall reserve the right to reject the proposal of the offending offeror. All questions concerning this RFP must be submitted by e-mail to the Treasury_RFP@ho-chunk.com and shall reference the numbered item for which the question is asked. No response other than written will be binding upon Ho-Chunk Nation.

1.5 Contract Term

The contract with the successful offeror will end with the successful completion of the indirect cost rate negotiation with the Internal Business Center.

2 BACKGROUND

2.1 Background information

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

The Ho-Chunk Nation has over 7,000 enrolled members. There is no stock owned by any one member of the Nation; currently all assets are held by the Nation for Tribal members who share in the asset base and are eligible to receive services provided by the Nation. The Nation holds title to more than 9,000 acres of land, which has been purchased back, but does not have a Tribal reservation.

2.2 Most Favorable Terms

The Nation reserves the right to make an award without further discussion of the proposal submitted. Therefore, the proposal should be submitted initially on the most favorable terms, which the offeror can propose. There will be no best and final offer procedure. The Nation does reserve the right to contact an offeror for clarification of its proposal.

2.3 Responsiveness

All proposals will be reviewed by the RFP Coordinator, Lori Meinking, to determine compliance with administrative requirements and instructions specified in this RFP. The offeror is specifically notified that failure to comply with any part of the RFP may result in rejection of the proposal as non-responsive.

3 DESCRIPTION OF REQUIREMENTS

3.1 Introduction

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

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

3.2 Objective of the Procurement

Ho-Chunk Nation requires the services of a consultant to prepare the Nation’s FY 2014 –FY 2016 Indirect Cost (IDC) proposal and to lead the negotiation with the Internal Business Center (IBC). The Nation has previously included all funded programs and business entities in the base.

3.3 Statement of Needs

- 3.3.1 Evaluate the prior indirect cost rate proposal, develop a strategy plan, and make recommendations to revise the Nation’s future indirect cost proposals.
- 3.3.2 Prepare the FY 2014-FY2016 indirect cost rate proposals in order to attain the greatest benefit for the Nation. Assemble the necessary documentation supporting the proposal using appropriate Federal check lists and procedures.
- 3.3.3 Review the Nation’s policy statement on direct versus indirect costs and make recommendations to revise statement so as to provide the greatest benefit to the Nation.
- 3.3.4 Prepare an indirect cost pool statement indicating the analysis of the Nation’s indirect cost pool. The statement will be used in the preparation of future indirect cost pools.
- 3.3.5 Provide discussion to the Nation’s personnel for the importance of completing Personnel Activity Reports.
- 3.3.6 Lead the negotiation of the FY 2014-FY 2016 indirect cost rate proposal between the Internal Business Center (IBC) and the Nation. Provide the RFP Coordinator with written responses to IBC’s questions and comments on various cost items to determent proper treatment.
- 3.3.7 The Nation will provide the necessary financial records and reports required to prepare the indirect cost reports and documents.

4 PROPOSAL SUBMISSIONS AND EVALUATION

4.1 Economy of Presentation

Your proposal shall be prepared simply and economically, providing straightforward, concise delineation of offeror’s capabilities to satisfy the requirements of this RFP. Emphasis on the proposal will be on completeness and clarity of content.

4.2 Submission of Proposals

All proposals are due at the location specified no later than the date and time specified herein. Please submit an original (1) and five (5) copies of the RFP to:

Ho-Chunk Nation
Department of Treasury
Attn: 093015HCNIDC
P.O. Box 640
W9814 Airport Road
Black River Falls, WI 54615

All proposals must be delivered to the above office no later than 4:00 P.M. Central Standard Time on October 21, 2015. Email proposals are not acceptable. Proposals received after the above date and time will not be considered.

All proposal packages should be identified as: **RFP NUMBER: 093015HCNIDC**

4.3 Proposal

The Proposal Letter, included as page two of this package, must be included and must be signed by a person authorized to legally bind the company.

FAILURE TO INCLUDE THE SIGNED PROPOSAL LETTER SHALL RESULT IN THE REJECTION OF YOUR RESPONSE.

- **Rejection of Proposal**

Ho-Chunk Nation reserves the right to reject any or all proposals, to waive any irregularity or informality in a proposal, and to accept any item or combination of terms, when to do so would be to the advantage of Ho-Chunk Nation. It is also within the right of Ho-Chunk Nation to reject proposals that do not contain all elements and information requested in this document. The Nation shall not be liable for any losses incurred by the proposers throughout this process.

4.4 Evaluation Criteria and Process

4.4.1 Ho-Chunk Nation Procurement Service Review of Proposals

The RFP Coordinator, Lori Meinking, will review all proposals received to ensure that all administrative requirements of the RFP package have been met by the offerors. Each proposal will be reviewed to ensure that all documents requiring a signature have been signed. Failure to meet these basic requirements may be cause for rejection of a proposal. All proposals that meet the administrative requirements will then be turned over to the evaluation team members for further evaluation.

4.4.2 Information to be provided in the Proposal

The offeror's proposal shall address each of the items included in the Statement of Needs. In addition, the Team will evaluate and award points based on following information:

- number years' experience the firm has in preparing IDC proposals and number of years' experience the firm's staff members, working on this project, have in preparing IDC proposals
- experience with tribal organizations preparing IDC proposals
- breakdown of the cost to the Nation
- availability to the Nation to complete the proposal
- written references

4.4.3 Evaluation Team / Process

The Evaluation Team will review all proposals received and determine a ranking. Additionally, the Team may, in its sole discretion and in the course of its evaluation, ask for additional information from the offeror's.

The Evaluation Team will evaluate the quality and completeness of each proposal as it addresses the requirements included in the Statement of Needs (3.3) and the Information to be provided in the Proposal (4.4.2).

5 TERMS AND CONDITIONS

5.1 RFP Amendments

Ho-Chunk Nation reserves the right to amend the RFP prior to the date of proposal submission. Addenda will be posted to the Internet at: <http://www.ho-chunknation.com/government/executive/treasury/request-for-proposal.aspx>

5.2 Proposal Withdrawal

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

5.3 Costs for Preparing Proposals

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

5.4 Contract

Ho-Chunk Nation reserves the right to add provisions to the contract to be consistent with the successful offeror's offer and to negotiate with the successful offeror other additions to, deletions from, and/or changes in the language in the Contract. Provided, however, that no such addition, deletion or change in 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 offeror a competitive advantage.

Prior to award, the winning offeror may be required to enter into discussions with Ho-Chunk Nation to resolve any contractual 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 offeror's proposal and to discussions being initiated with the subsequent highest scoring offerors.

The contract will provide for confidentiality and Ho-Chunk Nation governing law and jurisdiction. Nothing in the contract will be considered a waiver of the Nation's sovereign immunity. The contract will be subject to the Nation's Tribal Employment Rights Ordinance (TERO), which provides for certain fees and other requirements.

5.4.1 Assignment

The contract shall not be assigned by the offeror in whole or in part without the written consent of Ho-Chunk Nation.

5.4.2 Changes

The parties may agree in writing to modify the scope of the contract. An increase or decrease in the price of the contract resulting from such modification must be agreed to by the parties as a part of their written agreement to modify the scope of the contract.

5.4.3 Default

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

5.5 Conflict of Interest

If an offeror has any existing client relationship(s) that involve the Ho-Chunk Nation that would prevent either from being objective, the offeror must disclose such relationship.

5.6 Ethics in Public Contracting

By submitting their proposals, all offerors certify that their proposals are made without collusion or fraud and that they have not offered or received any inducements from any other offeror or subofferor in connection with their proposals. In addition, all offeror's certify that they have not conferred with any Ho-Chunk 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.

5.7 Confidentiality Requirements and Public Information Disclosure

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

5.8 Audit

The offeror hereby agrees to retain all books, records, and other documents relative to this contract for five (5) years from the date the contract ends. The Ho-Chunk Nation and its authorized agents shall have full access to and the right to examine any of said materials during said period.

5.9 RFP Cancellations

Ho-Chunk Nation may cancel the RFP or reject proposals at any time prior to an award, and is not required to furnish a statement of the reason why a particular proposal was not deemed to be the most advantageous.

6 SUPPORTING DOCUMENTS

6.1 Latest approved Indirect Cost Negotiated Agreement for FY 2013

6.2 Audited Financial Statements for FY 2012