



# Ho-Chunk Nation

Ho-Chunk Gaming

Procurement Services

Request for Proposal (RFP)



Release Date: September 27, 2024

Proposal Due Date: October 14, 2024 at 12PM

## Introduction

The Ho-Chunk Nation (“Ho-Chunk” or “Nation”) is requesting proposals from companies interested in providing Procurement Services for the Nation’s new development located in Beloit, WI.

## Ho-Chunk Nation Background Information

The Nation is a federally recognized Indian Tribe with approximately 7,253 enrolled members, a majority of whom reside on the Nation’s 4,602-acres of reservation lands located throughout Wisconsin and Minnesota. The Nation’s headquarters are located in Black River Falls, Wisconsin, approximately 130 miles north of Madison. The Ho-Chunk Nation Constitution establishes four (4) branches of government which are the General Council, Executive Branch, Legislative Branch and the Judicial Branch. All eligible voters of the Ho-Chunk Nation are entitled to participate in General Council. The General Council retains the power to set policy for the Nation. This policy shall be resolutions proposed and approved at Annual Meetings and Special Meetings, by a majority vote of the qualified voters of the Ho-Chunk Nation General Council. The Executive Branch is tasked with enforcing law and the operations of the Nation’s revenue generating enterprises. The Legislative Branch makes law and allocates funds. The Judicial Branch interprets the Nation’s Laws and HCN Constitution; it is also the jurisdiction for case law. (See [www.ho-chunknation.com](http://www.ho-chunknation.com))

## Ho-Chunk Gaming Information

The Nation owns and operates six gaming facilities throughout central Wisconsin, which offer both Class II and Class III gaming pursuant to a Tribal-State gaming compact with the State of Wisconsin (the “Casinos”). (See [www.ho-chunk.com](http://www.ho-chunk.com))

Ho-Chunk Gaming Wisconsin Dells

Address: S3214 County Road BD  
Baraboo, WI 53913

Gaming: Approximately 984 Class III Slot Machines, 18 Tables, 188 Bingo Seats  
Hotel: 302 Rooms  
F&B: 4 Outlets

#### Ho-Chunk Gaming Madison

Address: 4002 Evan Acres Rd  
Madison, WI 53718  
Gaming: Approximately 1,009 Class II Slot Machines  
F&B: 2 Outlets

#### Ho-Chunk Gaming Black River Falls

Address: W9010 Hwy 54 East  
Black River Falls, WI 54615  
Gaming: Approximately 695 Class III Slot Machines, 3 Table Games and 480 Bingo Seats  
Hotel: 122 Rooms  
F&B: 4 Outlets

#### Ho-Chunk Gaming Tomah

Address: 27867 Hwy 21 East  
Tomah, WI 54660  
Gaming: Approximately 91 Class III Slot Machines

#### Ho-Chunk Gaming Nekoosa

Address: 949 County Rd G  
Nekoosa, WI 54457  
Gaming: Approximately 400 Class III Slot Machines  
F&B: 2 outlets

#### Ho-Chunk Gaming Wittenberg

Address: N7198 US Hwy 45  
Wittenberg, WI 54499  
Gaming: Approximately 661 Class III Slot Machines  
Hotel: 85 Rooms  
F&B: 3 Outlets

## Scope of Work

- Please see attached instructions for FF&E Procurement.
- The required services include complete Purchasing Services for the project. The work described below is to commence by the successful Purchasing Agent immediately upon selection and execution of Agreement/Contract.
- Purchase and coordinate installation of Furniture, Fixtures and Equipment (FF&E), Operating Supplies and Equipment (OS&E) and Food & Beverage Equipment per the normal requirement

of a new casino and/or hotel, including all associated project components such as a new restaurant, employee dining room, coffee bar, swimming pool, exercise facilities, staff facilities, etc.

- Act as agent to negotiate and solicit bids for all FF&E items as defined in the Interior Design Specifications and for all OS&E items as required by the Operator's design standards and specifications.
- Prepare an itemized conceptual budget of all items for the total project, by area, upon receipt of design development plans.
- Review plans and specifications to determine if quantities specified are accurate and if items specified are suitable for their intended use to the best of Agent's knowledge. Offer suggestions and alternatives to Owner, Project Manager, Architect and Interior Designer in an effort to resolve conflict areas.
- Meet with Owner, Project Manager, Architect, Interior Designer and other consultants to review the budget, verify quantities, clarify any marginally defined areas, and determine responsibilities in order to avoid any project omissions or duplications.
- Obtain costs by bidding every item, as well as recommending design team/Owner approved alternative sources. Agent is also to provide recommendations for alternative products, or value engineering suggestions, in an attempt to reduce costs without compromise to the design. Owner and Project Manager are to review bids and all alternative sources before substitutions are implemented.
- Prepare a Cash Flow Schedule estimating cash flow throughout the duration of the project (to be updated when changes over 10% are identified, and no less than quarterly through the course of the project).
- Continue to update items and finalize areas within the budget so as to properly monitor the financial parameters as determined by the Owner's budget. Status is to be issued on a schedule to be determined by Owner, in the format to be developed by Owner and/or Project Manager.
- Upon approval of budgets and bids by Owner and/or Project Manager, Agent will prepare all purchase orders for Owner's signature. Each order will include all pertinent information such as vendor, item description, unit price, total price, terms, ship to address and ship date, as well as design control number and location within the project. Purchase order formats and numbering systems are subject to review and approval by Owner and Project Manager; specific requirements will be mandated by Owner. Agent will not bind or obligate Owner to any contract of obligation, unless it is a written purchase order which Owner has approved in writing.
- Use Agent's fully computerized system to provide Owner with continually updated reports that will track the projection and shipping status of every item ordered. Purchasing Agent to offer other reports that may be tailored to Owner's specific needs.
- Secure truck load freight pricing or consolidated shipment pricing when applicable and expedite the movement of all merchandise consistent with the parameters of the installation schedule as set forth and continuously updated by Owner.
- Agent shall attend all meetings with Owner and/or its consultants as deemed necessary for the completion of its work.
- Provide Owner with all warranties, certificates, etc. pertaining to products purchased.
- Provide complete project close-out binders including a complete vendor list, copies of all final purchase orders and addendums, and all warranties and certificates.
- Purchasing Agent is to accumulate, audit for accuracy, and submit to Owner, batched vendor invoices for merchandise that has been purchased by Owner and shipped from manufacturer's facility or delivered to destination in instances of shipping terms of F.O.B. destination.

- Inconsistencies relating to pricing or quantity shipped will be reconciled by Purchasing Agent on behalf of Owner. Purchasing Agent will draw for portion of invoice that is considered true and accurate and any disputed portion will be set aside until reconciliation is complete. Purchasing Agent will report to Owner and Owner's designated representative, on a Report Form to be confirmed, any pending disputes.
- Purchasing Agent shall provide funding requests as deemed necessary for vendor payments.
- Coordinate all Freight Management and Installation.
- Obtain bids and issue purchase orders for the coordination of freight management and installation services – inclusive of FF&E and OS&E as required by the project schedule.
- Follow-up and expedite all orders and coordinate deliveries to ensure that merchandise is delivered and received on time and in good condition at a pre-arranged location. Verification of receipt of merchandise will be required.
- On Owner's behalf, file all damage claims with the Freight Company and/or vendor for obvious or concealed damage. Documentation to include report, photographs and follow-up measures for correction/replacement.
- Reimbursable expenses, including all transportation and living expenses in connection with out-of-town travel are in addition to the fee and include actual expenditures of Purchasing Agent personnel and/or consultants in performance of their duties related to this project.

## Proposal Submission Requirements

The following information is required to be included in the Purchasing Services Submission of Qualifications:

### **General Statement**

A general statement of the Purchasing Agent's, services offered, years in business, number of employees, relevant project experience, etc.

### **Project Team**

List each of the individuals that would be assigned to this project, with the role they are scheduled to play, their professional experience, professional affiliations or designations, and any other information pertaining to their ability to perform their duties on this project. Please provide resumes of proposed team members.

### **Price Proposal**

List all fees related to the project including service and management project fees.

### **Representative Projects**

List at least three (3) representative projects, which are similar in scope and nature to this project. For each project, specify the services contracted for, the start and completion dates, and the name, address, and telephone number of a client/owner contact person.

### **Project Technology**

Describe the purchasing program that your company uses. Explain your budgeting report forms as well as whether they are modifiable by the Owner. Indicate whether customized reports may be generated in a format recommended by the Owner?

### **Complete Submission**

Submissions for less than all of the Work described above will not be considered. Submissions must be signed by a person duly authorized to execute the same on behalf of the Purchasing Agent.

Various criteria will be used in the selection of the successful Purchasing Agent including, but not necessarily limited to: relevant experience, ability to provide owner with all required budget reporting, value engineering capability, Personnel, and experience.

Owner reserves the right to reject any and all Submittal of Qualifications in its sole and absolute discretion. Delivery of the RFQ to Purchasing Agent does not grant any rights to Purchasing Agent and no agreement shall be binding on Owner or Purchasing Agent until executed by both Owner and Purchasing Agent and delivered to Purchasing Agent.

## General Conditions

**Proprietary Information** - Any restrictions on the use of the information contained within your submittal of qualifications must be clearly stated within the submittal. All other material contained in the submittal of qualifications shall become the property of Owner.

**Addendum or Supplements to the RFP** - In the event it becomes necessary to revise any part of the RFP, an addendum will be provided to each proposer that received the original RFP. Owner reserves the right to request and the proposer agrees to furnish any additional data required to support the information contained within the submittal of qualifications.

**Time of Agreement:** The Purchasing Agent shall begin the work on the date of commencement, carry the work forward expeditiously with adequate personnel and achieve completion within the Agreement time.

## Proposal Submission Process

All proposals are due at the address listed below no later than October 14, 2024 at 12PM.

Ho-Chunk Nation Department of Business  
Tribal Office Building  
Attention: Keith Bedeau  
W9814 Airport Rd  
Black River Falls, WI 54615

Email proposals are accepted and can be sent to [Keith.bedeau@ho-chunk.com](mailto:Keith.bedeau@ho-chunk.com)

The 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 items, when to do so would be to the advantage of the 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 proposer throughout this process.

## RFP Review Process

Final Selection

Contract Process

Implementation

## Evaluation Process

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

The Evaluation Team will evaluate the quality and completeness of each proposal as it addresses the service requirements outlined in the respective RFP selection.

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

## RFP Terms and Conditions

RFP Amendments

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

Proposal Withdrawal

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

Economy of Presentation

Each proposal shall be prepared simply and economically, providing straightforward, concise delineation of proposer's capabilities to satisfy the requirements of this RFP. Fancy bindings, colored displays, and promotional material are not required. Emphasis on each proposal must be on completeness and clarity of content.

Restriction on Communication with Staff

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

Cost for Preparing Proposals

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

#### Conflict of Interest

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

#### Ethics in Public Contracting

By submitting their proposals, all proposers certify that their proposals are made without collusion or fraud and that they have not offered or received any inducements from any other proposer or sub proposer in connection with their proposals, and that they have not 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 values was exchanged.

#### RFP Cancellations

The 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.

Questions should be directed to the Ho-Chunk Nation Department of Business, via email to:

[Keith.Bedeau@ho-chunk.com](mailto:Keith.Bedeau@ho-chunk.com)