

HO-CHUNK NATION  
PLANNING AND DEVELOPMENT DIVISION  
W9814 AIRPORT ROAD, P. O. BOX 667  
BLACK RIVER FALLS WI 54615  
(715)284-9343 HO-CHUNKNATION.COM



**REQUEST FOR PROPOSAL  
COMPREHENSIVE COMMUNITY NEEDS ASSESSMENT**

Release Date: Date: January 31, 2025

Proposal Due Date: Date: March 3, 2025

Questions should be directed to the Ho-Chunk Nation via email to [Darcy.Funmaker@ho-chunk.com](mailto:Darcy.Funmaker@ho-chunk.com)

**Instructions to Proposers**

All spaces below are to be filled in and the Consultant Certification Letter on page 13 must be signed where indicated. Please review the Terms and Conditions section of this Request for Proposal (RFP) to ensure compliance with this process.

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

Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
\_\_\_\_\_  
Telephone: \_\_\_\_\_  
Email: \_\_\_\_\_

**Submit Proposal to Email Address:**

[Darcy.Funmaker@ho-chunk.com](mailto:Darcy.Funmaker@ho-chunk.com)

## **Introduction**

The Ho-Chunk Nation (Nation) is seeking Request for Proposals (RFP) to collect bids for the purpose of securing a highly qualified and cost-effective consultant and/or consultant firm to assist the Ho-Chunk Nation with a Community Needs Assessment. The final report will be used to guide planning in areas of the Ho-Chunk language, education, economic, health, social, employment, housing, development, land, and service provisions to the Ho-Chunk Nation people. The last needs assessment was conducted in 2016.

## **Schedule of Events**

Release of RFP	January 31, 2025
Deadline for Questions by email	February 17, 2025
Proposals Due Date	March 3, 2025
Interview Candidates	March 17, 2025
Final Selection	March 27, 2025
Begin Implementation	April 14, 2025

## **Background**

The Ho-Chunk Nation (Nation) possesses inherent sovereign powers by virtue of self-government and democracy. As a sovereign government, the Nation is dedicated to improving the lives of its constituents. In 1963, the Wisconsin Winnebago Tribe was recognized as a federal native nation pursuant to the Indian Reorganization Act of 1934. On November 1, 1994, the Wisconsin Winnebago Tribe officially changed its name to the Ho-Chunk Nation when the Secretary of the Interior formally recognized its new constitution. The Nation's headquarters and government offices are located in Black River Falls, Wisconsin.

As a sovereign government, the Ho-Chunk Nation (Nation) is dedicated to improving the lives of our members, socially and economically. The Constitution of the Ho-Chunk Nation is composed of four (4) branches of government; 1) General Council, 2) Legislature, 3) Executive, and 4) Judicial.

The General Council branch consists of Ho-Chunk members who are in attendance at the annual General Council meeting where the People of the Ho-Chunk Nation grant all inherent sovereign powers to the General Council. Through constitutional delegation of authority, the General Council authorizes certain functions within each branch of government in accordance with Articles V, VI, and VII.

The legislative branch is composed of 13 elected representatives from four (4) districts, three (3) districts in the State of Wisconsin and the fourth (4<sup>th</sup>) district outside the boundaries of Wisconsin.

The Executive power of the Ho-Chunk Nation is vested in the President of the Ho-Chunk Nation. The executive branch is composed of 11 departments constituting over 30 divisions consisting of programs and services, government offices, gaming enterprises, and businesses. The President appoints Executive Directors to each department for the execution of the department's mission, performance of mandated functions, and to achieve the annual goals and objectives in each departmental strategic plan.

The Judicial branch includes the Trial Court, Supreme Court, Traditional Court, and Healing-to-Wellness Court. The Constitution of the Ho-Chunk Nation mandates one (1) Chief Judge and two (2) Associate Judges. The Trial Court has original jurisdiction over all cases and controversies, both criminal and civil, in law or in equity, arising under the Constitution, laws, customs, and tradition of the Ho-Chunk Nation.

The Ho-Chunk Nation Traditional Court, also housed in the Trial Court building, is a group of male clan elders who serve as the embodiment of ancestral teachings and decision-making. The Traditional Court proceedings are much like the ancient Ho-Chunk councils which embrace an inherent social way-of-life for resolution of disputes according to customs and traditions.

In addition to its government operations, the Nation currently operates six (6) gaming facilities, two (2) hotels, a resort, a convention center, five (5) Whitetail Crossing Convenience Stores (WTC C-stores), gift shops, and other ancillary businesses. More information regarding the Nation is on the website at [www.ho-chunknation.com](http://www.ho-chunknation.com).

### **RFP Amendments**

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

### **Proposal Withdrawal**

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

### **Economy of Presentation**

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

### **Communications**

All communication regarding the RFP shall be directed to [Darcy.Funmaker@ho-chunk.com](mailto:Darcy.Funmaker@ho-chunk.com). No response other than written will be binding upon the Nation.

### **Conflict of Interest**

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

### **Ethics in Public Contracting**

By submitting a proposal, all proposers certify that the proposal is made without collusion or fraud and that they have not offered or received any inducements from any other proposer or sub proposer in connection with the proposal, and that they have not conferred with any Nation employee having official responsibility for this procurement transaction any payment, loan, subscription, advance, deposit of money, services or anything of more than nominal value, present or promised, unless consideration of substantially equal or greater value was exchanged.

### **Confidentiality Requirements and Public Information Disclosure**

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

### **RFP Cancellations**

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

#### **I. State of Work**

##### **A. Purpose**

The purpose of this Request for Proposal ("RFP") is to invite qualified consultants to submit a competitive proposal to assist the Ho-Chunk Nation with activities, deliverables, and project timelines to complete the Comprehensive Needs Assessment.

- B. The Ho-Chunk Nation's final document will include statistical data, survey data, and qualitative information. The Community Needs Assessment must include total representation of all Ho-Chunk members residing in all four (4) districts of the Ho-Chunk Nation service areas that include, but not limited to individual, household, and community level needs such as Ho-Chunk language, education, economic, health, social, employment, housing, development, and land. The Assessment may also consider and include topics of COVID-19 and the effects the pandemic has had on Ho-Chunk communities. Survey tools must also be provided to ensure future surveys can track trend data. The final document will include an Executive Summary, Qualitative and Quantitative Analyses with detailed interpretations, charts, graphs, and Recommendations at all community levels and explain trends and patterns based on data. The

Community Needs Assessment will provide a comprehensive understanding of the findings which will assist the Nation’s elected, appointed, and staff directors with major decisions during the annual budget process. All branches of the Ho-Chunk Nation government are expected to benefit through performance-based distribution of funding and services resulting from the Community Needs Assessment.

C. Coverage & Participation

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

**II. General Information**

A. Original RFP Document

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

B. The Ho-Chunk Nation

The Nation is the purchaser of services. The successful consultant will be required to coordinate its work with the designated project lead of the Nation and key staff within the governmental departments.

The most current “needs assessment” is dated 2016. The Nation has a critical need to update the 2016 data which may include, but is not limited to the Ho-Chunk language, education, economic, health, social, employment, housing, development, land, and service provisions to the Ho-Chunk Nation people.

C. Schedule of Events

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

Technical Questions/Inquiries Due	February 17, 2025
RFP Closes	March 3, 2025
Complete Initial Evaluation	March 10, 2025
Final Award Notification	March 27, 2025

### III. Proposal Preparation Instructions

#### A. Consultant's Understanding of RFP

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

#### B. Good Faith Statement

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

#### C. Communications

Verbal communication shall not be effective unless formally confirmed in writing by a specified representative leading and managing this RFP process. In no case shall verbal communication govern over written communication.

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

Darcy Funmaker, Director  
Division of Planning and Development  
W9814 Airport Road, P. O. Box 667  
Black River Falls, WI 54615  
[Darcy.Funmaker@ho-chunk.com](mailto:Darcy.Funmaker@ho-chunk.com)

2. Informal communications shall include, but are not limited to: requests from/to consultants or consultants' representative in any capacity to/from any Nation employee or representative of any kind or capacity with the exception of the assigned Nation's attorney (phone, email) for information comments, etc. Inquiries for clarification and information that will not require addenda may be submitted verbally to the named above at any time.

3. Formal communications shall include, but are not limited to:
  - a. Questions concerning this RFP must be submitted via email and be received prior to February 17, 2025.
  - b. Consultants shall identify to the Nation any discrepancies, errors, or omissions that may exist within this RFP. With respect to this RFP, consultant shall recommend to the Nation any enhancements, which might be in the Nation's best interests. These must be submitted in writing and be received prior to February 17, 2025.
  - c. Inquiries about technical interpretations must be submitted in writing and be received prior to February 17, 2025. Inquiries for clarification/information that will not require addenda may be submitted verbally to the buyer named above at any time during this process.
  - d. Verbal and/or written presentations and pre-award negotiations under this RFP.
  - e. Addenda to this RFP.
4. Addenda: The Nation will make a good faith effort to provide a written emailed response to each question or request for clarification that requires addenda within ten (10) business days. All questions, answers, and addenda will be shared with all recipients.
5. The Nation will not respond to any questions or requests for clarification that require addenda, if received by the Nation after February 17, 2025.

D. Proposal Submitted

Proposals must be delivered electronically on or prior to March 3, 2025:

Darcy Funmaker, Director  
Division of Planning and Development  
W9814 Airport Road, P. O. Box 667  
Black River Falls, WI 54615  
[Darcy.Funmaker@ho-chunk.com](mailto:Darcy.Funmaker@ho-chunk.com)

E. Criteria for Selection

The evaluation of each response of this RFP will be based on its demonstrated competence, compliance, format, and organization. The purpose of this RFP is to identify those suppliers that have the interest,

capability, and financial strength to supply the Nation with the equipment as identified in the Scope of Work.

1. Project experience working with sovereign native nations.
2. The review committee will evaluate proposals on a qualitative basis which may include, but not limited to previous related needs assessment project, interview with Ho-Chunk Nation personnel assigned to the selected firm, results of discussions with references, and timeliness in response to this Request for Proposal.
3. Competitive pricing.
4. Ability of consultant/firm to communicate its vision and ability to complete and deliver the product(s) by the deadline.
5. The Nation values the utilization of native-owned businesses and other disadvantaged businesses and encourages businesses to submit a proposal.

F. Selection and Notification

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

**IV. Scope of Work, Specifications & Requirements**

Project approach: Consultant and/or firm should outline how the proposed services will be delivered.

**Ho-Chunk Nation Community Needs Assessment**

1. Designate responsibility and oversight for project.
2. Launch comprehensive stakeholder engagement and education campaign to include the following information from key stakeholders:
  - a. District meetings
  - b. Public hearings
  - c. Public relations
3. Statistical Profile
  - a. Compile comparison data from the following Ho-Chunk Nation Census Report years: 1) 1994, 2) 2006, and 3) 2015/2016. Comparison data may include, but not limited to general



demographic information to create a profile for each Ho-Chunk District, 1 through 4. The Nation may supply maps as necessary.

4. The Assessment data collected during this needs assessment will be the property of the Ho-Chunk Nation Division of Planning and Development. All raw data will be given to the Nation in a format that can be used for further analysis and to be considered in future assessments to track trends. All secondary data, e.g. comparison data, will be referenced so data may be updated. All qualitative data will be summarized in a narrative text.
5. The Assessment will include primary data from surveys, focus groups, or other means that demonstrate the needs assessment has directly engaged all aspect of the Ho-Chunk Nation government including the Ho-Chunk membership who are essential to ensuring that information gathered accurately reflects the real needs and priorities of the communities.
6. The needs analysis will include information that lists the areas of need in order of response percentages. Areas may include, but not limited to education, employment, income, asset building, housing, general physical health, behavioral health, and overall community engagement.
7. The final document may be in two sections, one that may summarize and distributed to the public, the second document will be the comprehensive study and will only be used internally.
8. The selected applicant will have access to previous reports listed in IV. 3, and access to staff for focus groups, and track distribution of online surveys through the email lists, Facebook notification, the Hocak Worak notification (Nation's newsletter), by postal mail, and door-to-door survey completion assistance. This project will also have additional sites available to assist Ho-Chunk people with completing the survey.
9. It is the responsibility of the awardee/selected candidate to make sure the sample pools are adequate to get enough responses to ensure confidence in using the information for decision making.
10. The applicant must submit a timetable, e.g. MS Project, indicating the length of time for each section in the Scope of Work. The timeline may be subject to discussion and negotiation. The Ho-Chunk Nation reserves the right to adjust the timeline which is reasonable to both the applicant and the Nation.

## **V. Consultant & Contractor Collaboration**

List any additional consultants, firms, and/or companies the project may include as sub-recipients.

## **VI. Consultant Qualifications & References**

- A. All consultants must provide the following information in order for the proposal to be considered:
- Brief outline of the consultant/firm/company and services offered and currently provides.
  - Full legal name
  - Year business was established
  - Number of native nation members currently employed with the company, if any
  - Key personnel with resumes, qualifications and relevant experience
  - Comprehensive Community Needs Assessment projects your firm has conducted, briefly explain the strategy, analyses, and final report process
  - Include what platform will be used for the survey, how to conduct key interviews, and conduct focus groups; in-person interviews, in-person focus groups, or other setting to secure information for this project
- B. Consultants/firms/companies must hold and provide a copy of current coverage of Commercial General Liability Insurance of each occurrence and Automobile Liability Insurance of minimum combined single limit of each accident for bodily injury and property damage. Validation of Workers' Compensation Insurance and Professional Liability Insurance must also be demonstrated.
1. Commercial General Liability in a broad form, to include, but not limited to, coverage for the following where exposure exists: Bodily Injury and Property Damage, Premises/Operations, Independent Proposers, Products/Completed Operations, Personal Injury and Contractual Liability; limits of liability not less than:
    - 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:

i. \$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 met statutory limits in compliance with applicable state and federal laws. The coverage must also include Employer's Liability with minimum limits of \$100,000 for each incident.

d. Professional Liability Insurance with \$1,000,000 per occurrence and \$1,000,000 in aggregate.

C. Evidence of Insurance. The successful proposer agrees that with respect to the above-required insurance that:

1. The Ho-Chunk Nation shall be provided with Certificates of Insurance evidencing the above required insurance, prior to commencement of the contract and thereafter with certificates evidencing renewals or replacements of said policies of insurance at least fifteen (15) days prior to the expiration or cancellation of any such policies;
2. The contractual liability arising out of the contract shall be acknowledged on the Certificate of Insurance by the insurance company;
3. The Ho-Chunk Nation shall be provided with thirty (30) days prior notice, in writing, of Notice of Cancellation or material change and said notification requirement shall be stated on the Certificate of Insurance;
4. Subcontractors, if any, comply with the same insurance requirements. In addition to being named as an additional insured on the Certificate of Insurance, each liability policy shall contain an endorsement naming the Ho-Chunk Nation as and additional insured. A Copy of the endorsement shall be provided to Ho-Chunk Nation along with the Certificate of Insurance; and have Ho-Chunk Nation named as an additional insured and the address for certificate holder must read exactly as:

Ho-Chunk Nation  
Division of Planning & Development  
W9814 Airport Road; P. O. Box 667  
Black River Falls, WI 54615

Insurance Notices and Certificates of Insurance shall be provided to:

Ho-Chunk Nation  
Division of Planning & Development  
W9814 Airport Road; P. O. Box 667  
Black River Falls, WI 54615

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

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

5. The contractual liability arising out of the Agreement shall be acknowledged on the Certificate of Insurance by the insurance company. The Nation shall be provided with thirty (30) days prior notice, in writing, of Notice of Cancellation or material change, and said notification requirements shall be stated on the Certificate of Insurance.
6. 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.
7. Indemnification: The Proposer shall indemnify and hold the Nation harmless from any claims, actions, and liabilities arising from any breach of the contract, or otherwise arising in connection with the Proposer's performance of the contract, unless and if only caused by the wrongful act or gross negligence of an employee or other agent of the Nation. If any employee of the Proposer is sued based on any cause of action, the Nation shall have the right to defend such actions on behalf of it. Proposer agrees to defend itself and fully cooperate with the defense of the Nation. Proposer shall pay for the cost of Nation defending a lawsuit as well as any liability incurred by the Nation's pursuant to this section. In addition, the Proposer agrees to indemnify, save harmless and defend the Ho-Chunk Nation, their agents, servants, and employees, and each of them against and hold them harmless from any and all lawsuits, claims, demands, liabilities, losses, and expenses, including court costs and attorney's fees, for or on account of any injury to any person, any death at any time resulting

from such injury, or any damage to property, which may arise or which may be alleged to have arisen out of or in connection with the work covered by this contract. The foregoing indemnity shall apply except if such injury, death or damage is caused directly by the willful and wanton conduct of the Ho-Chunk Nation, their agents, servants, or employees or any other person indemnified hereunder.

8. List any citations for non-compliance by applicable regulatory authorities or violations of applicable law by applicable governmental authorities within the last five (5) years for the consultant or its principles.
  9. List any pending litigation against the consultant as of the date of the RFP response.
  10. References: Contact information for three (3) references and a brief description of the project's relevance.
- D. List any citations for non-compliance by applicable regulatory authorities or violations of applicable law by applicable governmental authorities within the last five (5) years for the consultant or its principles.
- E. List any pending litigation against the consultant as of the date of the RFP response.
- F. References: Contact information for a minimum of three (3) references and a brief description of the project's relevance.
- G. A statement that the consultant shall agree to the jurisdiction of the Ho-Chunk Nation.

## **VII. Budget & Estimating Pricing**

All consultants must provide a cost breakdown for the implementation of solution for the Nation's project as described in this RFP.

## **VIII. Additional Terms & Conditions**

### **A. Personal Information**

The Nation may require information related to the qualifications and experience of persons who are proposed or available to provide services. This may include, but is not limited to resumes, documentation of accreditation, licenses, certifications, and/or letters of references. The respondent should not submit as part of its response any information related to the qualifications, experience of persons who are proposed or available to provide services unless specifically

requested. Unless specifically requested, any such information, whether in the form of resumes or other documentation, will be returned immediately to the respondent.

B. Non-Disclosure Agreement

The Nation reserves the right to require any respondent to enter into a non-disclosure agreement.

C. Costs

The RFP does not obligate the Nation to pay for any cost of any kind that may be incurred by a respondent or any third party(ies) in connection to the response or submission of a proposal.

D. Intellectual Property

The respondent shall not use any intellectual property of the Nation including, but not limited to all logos, registered trademarks, or trade names, at any time without the prior written approval of the Nation.

E. Respondent's Responses

1. All accepted responses shall become the property of the Nation and will not be returned, subject to claims of confidentiality, with respect to the response and supporting documentation.
2. Proposals with incomplete agreement revisions, edits and/or accompanying rationale, or that rely on future negotiations to finalize shall be deemed non-conforming and subject to rejection. Agreements are critical when properly evaluating a proposal and to ensure both parties can conclude due diligence and acquisition in a timely manner and under exclusivity.

F. Governing Law

The laws of the Nation will govern any agreement of goods and services contemplated by this RFP. In addition under such an agreement, will comply with all applicable laws, regulations, and policies of the Nation.

G. No Liability

The Nation shall not be liable to any respondent, person or entity for any losses, expenses, costs, claims, or damages of any kind:

- Arising out of, by reason of, or attributable to the respondent responding to this RFP; or
- As a result of the use of any information, error or omission contained in this RFP document or provided during the RFP process.

H. Entire Request for Proposal

This Request for Proposal, any addenda to it, and any attached schedules, constitute the entire Request for Proposal.

**IX. Additional Project Information**

Respondents are expected to include attachments of all required business certifications in accordance with insurance requirements.

**X. Consultant Certification**

This proposal is submitted in response to the Request for Proposal for the Comprehensive Community Needs Assessment issued by the Ho-Chunk Nation, Division of Planning and Development.

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

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

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

\_\_\_\_\_  
(Consultant Name)

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

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

\_\_\_\_\_ is \_\_\_\_\_ is not

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

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

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

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

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

Signature: \_\_\_\_\_ Date: \_\_\_\_\_



**Signature of Authorized Officer**

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

Signature: \_\_\_\_\_ Date: \_\_\_\_\_