

**Lac du Flambeau Band  
of  
Lake Superior Chippewa Indians**



**REQUEST FOR PROPOSALS**

for

**CLASSIFICATION AND COMPENSATION STUDY**

RFP NO. 24-LDF-010

## 1. BACKGROUND AND PURPOSE

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A federally recognized Indian Tribe, the Lac du Flambeau Band of Lake Superior Chippewa Indians (hereinafter referred to as the Tribe) have occupied the Lac du Flambeau area in Northern Wisconsin since 1745, when Chief Kewaskum led the band to the area. The Lac du Flambeau Reservation was established more than a century later, by the Treaty of 1854. Over the years the Tribe has developed diverse economic enterprises in an effort to maintain self-reliance and ensure economic stability for community members. Today, Tribal industries include the Tribally-owned Simpson Electric Company, which manufactures digital panel meters, analog panel meters, and test instruments and equipment; the Lake of the Torches Resort and Casino; a Tribal Fish Hatchery; the Waaswaaganing Indian Bowl Living Arts and Culture Center; and a comprehensive healthcare clinic and dental campus.

In addition to employees working in its separate Tribal enterprises, the Tribe employs approximately 400 individuals in its various agencies and departments, from Tribal Road Department workers to Department of Natural Resources personnel to Indian Child Welfare Department employees to Tribal Administration and support staff. Tribal HR functions and duties are managed by the Tribe's Human Resources Director and overseen by the Tribal Administrator.

The Tribe's current job classification and compensation methodologies were developed gradually, over many years. Job positions are typically reviewed and updated on a piecemeal basis, as the need arises and as time and workload permit. Many new positions have been created, while others have been eliminated. The Tribe is the largest employer in the area, but many smaller employers exist, including health care facilities, schools, municipal governments, retail establishments, small factories, professional service firms and the various construction trades. The Tribe must compete with local employers for employees, and oftentimes has difficulty filling positions in a timely manner. Recruitment of health care professionals and employees to fill other critical positions has been difficult. Employee retention is also an issue. These phenomena are likely due, at least in part, to the fact that determining competitive and equitable compensation for positions is oftentimes difficult, due to a lack of available relevant data regarding wages paid to similarly situated employees in the local private and public sectors.

The purpose of this Request for Proposals (RFP) is to solicit bid proposals from qualified consultants to conduct a Classification and Compensation Study to examine and evaluate the Tribe's current salary schedule, develop a classification system for all positions, and recommend improvements or changes to be implemented, as more particularly described in the Scope of Services in Section 4 of this RFP. The Tribe's goals and objectives are to:

1. Attract and retain qualified employees and provide departments with the ability to recruit and retain qualified employees;
2. Ensure that positions performing similar work with essentially the same level of complexity, responsibility, and necessary knowledge, skills and abilities are classified together;
3. Provide salaries commensurate with assigned duties;
4. Provide justifiable pay differential between individual classes;
5. Ensure employee confidence and provide a work environment that promotes well-being and work-life balance; and
6. Maintain a competitive position with other comparable government entities and private employers within the relevant geographic area by ensuring the Tribe's classification structure and compensation schedule are and remain relevant, accurate, and competitive in the market.

All work will be done with the regular involvement of the Human Resources Department and the Tribal Administrator. Department Heads and other key personnel will be involved as necessary. The selected Consultant will be expected to engage with these individuals or groups, incorporating their input into the process. Presentation to the Tribal Council upon completion of the project may also be expected.

It is anticipated that this RFP will result in a single contract being awarded to a consulting firm properly insured and authorized to conduct business in the State of Wisconsin, with proven experience and demonstrated ability to meet the specific requirements set forth in this RFP. All work must be performed to the satisfaction of the Tribe and in compliance with the specifications, Scope of Services and conditions set forth in this RFP and the contract entered

into by and between the parties. The successful bidder (Consultant) will be expected and required to adhere to every term of this RFP and the contract between the parties and perform the required functions with expertise, knowledge and competence with minimal monitoring by the Tribe. All work must be performed in accordance with applicable laws, regulations, codes and standards in the industry.

This RFP does not commit the Tribe to accept any proposal submitted. The Tribe reserves the right to accept or reject any and all proposals, and to accept or reject any or all items in any proposal. The lowest bidder may not be the successful bidder. The Tribe reserves the right to select the bidder whose proposal and qualifications are most advantageous to the Tribe. The Tribe reserves the right to negotiate with any and all bidders any and all parts of the proposals received, including, but not limited to, cost, Scope of Services, and other relevant details and to accept the proposal most advantageous to, and in the best interests of, the Tribe. The Tribe is not responsible for any costs incurred by the respondents in the preparation of responses to this RFP. The terms "Consultant," "vendor", "bidder," and "respondent" are used interchangeably throughout this RFP and are intended to refer to a person or entity submitting, or intending to submit, a proposal in response to this RFP. The term "RFP" includes any and all addenda thereto.

## 2. RFP ADMINISTRATIVE PROCEDURES

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**2.1 RFP CONTACT/CONTRACT ADMINISTRATOR.** The individual named below is the Tribe's Contract Administrator who will be responsible for administration of the Human Resources Consulting Services Contract entered into by and between the successful bidder (Consultant) and the Tribe. The Tribe's Contract Administrator shall be the sole point of contact regarding this RFP from the date of issuance until selection of the successful bidder (Consultant). To ensure clear and accurate communication and avoidance of the appearance of impropriety, from the date of issuance of this RFP until announcement of the successful bidder (Consultant), bidders may contact only the RFP Contact. The RFP Contact/Contract Administrator will respond only to questions submitted in writing to the RFP Contact/Contract Administrator in accordance with this RFP. In the event that a bidder or someone acting on the bidder's behalf attempts to discuss this RFP verbally or in writing with any employee of the Tribe other than the RFP Contact/Contract Administrator designated below, the bidder may be disqualified as a prospective Consultant.

RFP Contact/Contract Administrator: JOHN YOUNG, Tribal Administrator, or Designee  
P.O. Box 67  
Lac du Flambeau, WI 54538  
Office: 715-588-4264  
Cell: 715-614-4096  
Email: jyoung@ldftribe.com

**2.2 RFP TIMETABLE.** The dates set forth are subject to change, in the sole discretion of the Tribe:

EVENT	DATE
RFP Issued	<b>On or before March 20, 2024</b>
Proposals/Bids Due	<b>4:00 P.M. Local Time, April 25, 2024</b>
Notice of Award Issued	<b>TBA</b>
Begin Contract Performance	<b>Upon execution of Contract.</b>

### 2.3 DUTY TO EXAMINE AND INQUIRIES REGARDING RFP.

**2.3.1** It is the responsibility of each bidder to examine the entire RFP, including all addenda, seek clarification in writing (inquiries), and examine its Proposal for accuracy before submitting the Proposal. Lack of care in preparing a Proposal shall not be grounds for modifying or withdrawing the Proposal after the Proposal due date and time, nor shall it give rise to any contract claim.

**2.3.2** All inquiries concerning this RFP, including any questions related to the terms and conditions of this RFP, shall be made in writing and submitted to the RFP Contact at the mailing address or email address noted above. Verbal inquiries will not be accepted.

**2.4 CONTENT OF RFP AND SUPERSEDING EFFECT.** This RFP is designed to provide prospective bidders with information necessary for the preparation of competitive proposals. Each bidder is responsible for determining all factors necessary for the submission of a comprehensive and compliant proposal. Proposals submitted in response to this RFP should be based solely on the material contained in the RFP, including any and all addenda. This RFP supersedes all previous RFPs and all proposals, oral and written, and all negotiations, conversations, communications and discussions heretofore and between the parties, related to the subject matter of this RFP.

**2.5 AMENDMENT OF RFP.** The Tribe reserves the right to amend this RFP at any time. In the event it becomes necessary to amend, add to, or delete any part of the RFP, an amendment will be provided to all known vendors/prospective bidders who received the original RFP and will be posted on the Tribal website. All submitted proposals/bids must include acknowledgment of the addenda.

**2.6 SUBMISSION OF PROPOSAL.** *Every proposal submitted must include an original, five (5) copies, and one electronic copy on flash drive.* Proposals and copies must be submitted to the Lac du Flambeau Tribal Secretary, to-wit: **Jamie Allen, Tribal Secretary, William Wildcat, Sr. Community Building, 418 Little Pines Road, P.O. Box 67, Lac du Flambeau, Wisconsin.** **The Tribal Secretary must receive proposals no later than 4:00 P.M. (local time), Thursday, April 25, 2024. Any proposal received after this deadline will not be accepted.** Proposals may be submitted by mail or hand-delivered in an envelope. The envelope must be SEALED and include the following notation on the bottom left hand corner: "RFP FOR CLASSIFICATION AND COMPENSATION STUDY." Please also include company/individual name on the outside of the envelope. Bidders mailing proposals must allow ample mail delivery time to ensure timely receipt of their proposal. It is the bidder's responsibility to ensure that the proposal is received prior to the deadline. Postmarking by the due date will not substitute for actual receipt of the proposal by the Tribe. *Proposals sent via email or fax will NOT be accepted.*

**2.7 REJECTION OF PROPOSALS.** Notwithstanding any other provision of this RFP, at any time prior to execution of the written Consulting Service Contract, the Tribe reserves the right to reject any or all proposals, in whole or in part, to advertise for new proposals, to abandon the need for such services, and to cancel this RFP if it is in the best interests of the Tribe.

**2.8 COSTS OF PREPARING PROPOSALS.** The costs of preparing the proposal are the sole responsibility of the bidder. The Tribe is not responsible for any costs incurred by bidder which are related to the preparation or delivery of the proposal or any other activities carried out by the bidder related to this RFP.

**2.9 PROPOSALS PROPERTY OF THE TRIBE.** All proposals become the property of the Tribe and shall not be returned to the bidder submitting a proposal. The bidder agrees that the Tribe may copy the proposal for purposes of facilitating the evaluation of the proposal or for any other reason.

**2.10 OPENING OF PROPOSALS.** The proposals will be opened during a CLOSED BID OPENING on Friday, April 26, 2024 at 9:00 A.M. (local time) or as soon thereafter as practicable.

**2.11 VALIDITY OF PROPOSALS.** All proposals shall be valid for a period of sixty (60) business days following the date on which proposals are due, except that the proposal of the successful bidder shall remain valid until expiration or termination of any contract based upon the successful bidder's proposal, between the Tribe and the successful bidder.

**2.12 BIDDER'S REPRESENTATIONS.**

**2.12.1** By submitting a bid, bidder certifies that bidder is authorized to conduct business in the State of Wisconsin.

**2.12.2** By submitting this bid, bidder certifies that bidder is experienced and qualified to perform the services required by this RFP and is properly staffed, organized and financed to perform such services, and to commence such services immediately.

**2.12.3** By submitting a bid, bidder certifies that bidder's bid and proposal were made and submitted without collusion or fraud and that bidder has not offered or received any kickbacks or inducements from any other bidder, supplier, manufacturer or subcontractor in connection with its bid, and that bidder has not conferred on any Tribal 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.

**2.13 NATIVE AMERICAN PREFERENCE REQUIREMENTS.** The work to be performed under this proposal is subject to the Tribe's General Procurement and Property Management Policies and Procedures, and Section 7(b) of the Indian Self-Determination and Education Assistance Act (25U.S.C. 450e (b)). Section 7(b) of the Indian Self-Determination and Education Assistance Act requires that to the greatest extent feasible: (1) preference and opportunities for training and employment shall be given to Native Americans, and (2) preference in the award of contracts and subcontracts shall be given to Native American organizations or Native American-owned economic enterprises as defined in Section 3 of the Indian Financing Act of 1974 (25 U.S.C. 1452). If claiming Native American Preference in contracting under this proposal, please indicate whether or not the firm can provide documentation that will qualify the firm as an "Economic Enterprise," (Native American ownership constituting not less than 51 percent of the enterprise), or a "Tribal Organization," (the recognized governing body of any Native American Tribe). If submitter is an enrolled member of a federally recognized Indian Tribe, please provide confirming documentation, such as a photocopy of submitter's Tribal ID card.

**2.14 PROPOSAL EVALUATION AND SOURCES OF INFORMATION.**

**2.14.1** Proposals that are timely submitted and comply with the mandatory requirements of this RFP (the Tribe reserves the right to waive any minor informalities or irregularities, in its sole discretion) will be evaluated by the RFP committee. Evaluation factors are listed below, not necessarily in order of importance:

1. Qualifications/Experience/Reputation of Bidder.
2. Bid Price.
3. Demonstrated Understanding of and Ability to Address the Tribe's Needs.
4. Conformance to Terms and Conditions.
5. Native American Preference.
6. Method of Approach.
7. Such other criteria as may be deemed appropriate in evaluating proposals, even if such criteria are not specifically addressed in this RFP.

**2.14.2** The Tribe reserves the right to request an oral interview with, and additional information from, any bidder prior to final selection and award of a contract, and the bidder shall furnish to the Tribe all such information and data as may be requested. The Tribe also reserves the right to obtain, from any and all sources, information concerning a bidder or a bidder's services or personnel, to make such reasonable investigations as the Tribe deems proper and necessary to determine the ability of a bidder to perform the services contemplated by this RFP, and the right to consider information from other sources such as the bidder's performance of other contracts. The Tribe may use any of this information to evaluate a bidder's proposal.

**2.15 AWARD AND NOTIFICATION.**

**2.15.1** If the Tribe selects, it shall select the most responsive, responsible and qualified vendor based on evaluation of vendor responses to this solicitation as deemed relevant to the Tribe. Any contract resulting from this RFP will not necessarily be awarded to the vendor with the lowest price/bid. The Tribe will award the Consulting Services Contract to the responsible vendor submitting the bid/proposal that the Tribe deems most advantageous to the Tribe. The Tribe reserves the right to either award a contract without further negotiations with the successful bidder/Consultant or to negotiate contract terms

with the selected bidder if in the best interests of the Tribe. The Tribe may select a vendor on the basis of proposals, including qualifications, with or without further discussions, interviews or visits. Therefore, proposals should contain the respondent's best terms from a technical, operations and monetary standpoint.

**2.15.2** This solicitation and selection process shall in no way be deemed to create a binding contract, agreement or offer of any kind between the Tribe and any person or entity. If the Tribe selects a vendor to provide the services described in this solicitation, any legal rights and obligations between the successful vendor, if any, and the Tribe will come into existence only when an agreement is fully executed by the parties, and the legal rights and obligations of each party shall at that time be only those rights and obligations which are set forth in the agreement and any other documents specifically referred to in that agreement and incorporated therein.

**2.15.3** Notice of award to successful bidder will be sent via U.S. mail or email. Notice may also be provided via telephone. All unsuccessful bidders that submitted a proposal will be notified in writing of the Tribe's decision to not select.

**2.15.4** The successful bidder/Consultant may be required to attend a post-award meeting with the Tribe to discuss the terms and conditions of the contract by and between the parties. Negotiation and execution of contract with the successful bidder/Consultant shall be completed not more than ten (10) days from date of award notification.

**2.16 DISPUTES.** In case of any doubt or differences of opinions as to the contents of this RFP, or interpretation of any provision of this RFP, the decision of the Tribe shall be final and binding upon all parties.

### **3. CONTENT AND FORMAT OF PROPOSAL**

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**3.1 PURPOSE.** These instructions prescribe the required format and content of the proposal and are designed to elicit information necessary to selection of the most qualified bidder, and to facilitate the submission of a proposal that is easy to understand and evaluate.

**3.2 FORMAT.** Proposals shall be prepared on 8.5" x 11" paper, single sided.

**3.3 CONTENT.** Each proposal shall respond completely to the following questions and requests for information:

**3.3.1** Provide full name, address, telephone number(s), fax number, and email address of bidder and bidder's primary contact, and, if bidder is a business organization, identify what type of business organization and verify that bidder is authorized to conduct business in the State of Wisconsin.

**3.3.2** Please provide a brief history and profile of your firm. Indicate the year the firm was established. Provide an organizational chart. Describe the organization, size and structure of your firm, and explain any variation in size over the last five years. List the address, email address, and telephone number of the office from which the services are to be provided and describe the range of services provided by that office.

**3.3.3** Identify who will be the project manager and key staff assigned if a consulting contract is awarded to bidder. Provide resumes summarizing the qualifications and experience of the individuals who will be conducting the study. Include specific information on the staff's experience in conducting salary surveys, comparative analyses, and job description review and creation. Describe successful outcomes of past consulting work. Provide a list of the primary personnel that will be assigned to the Tribe's account and indicate the anticipated roles and functions of each. Include a resume for each designated individual. Upon award and during the contract period, if different personnel are assigned to the Tribe's account, those names and qualifications must be submitted to the Tribe's Human Resources Director for approval.

- 3.3.4** Provide a statement describing the Scope of Work as you understand it. Describe the approach, means, methods, and procedures to be used to gather the necessary data, analyze the findings, develop recommendations and coordinate implementation as requested. Provide a sample of reports and/or other correspondence. Bidders may elect to include in this section any innovative methods or concepts that might be beneficial to the Tribe as long as the minimum requirements are met.
- 3.3.5** Provide a timeline indicating tasks required and the start and completion dates for each. It is expected that the work will commence as soon as possible after the contract is awarded. This proposed project timetable will be used as the basis for the project timetable to be included in the project contract. Describe the techniques your firm would use to keep the Tribe abreast of the progress of the project and how your firm will meet the proposed timeline.
- 3.3.6** Describe, in sufficient detail, your firm's affiliation or work with any federally recognized Indian Tribes.
- 3.3.7** Describe what makes your firm uniquely qualified to provide the requested services to the Tribe.
- 3.3.8** What education programs/training/communication does your firm offer or refer to your clients for the purpose of facilitating the implementation of accepted recommendations and supporting their ability to meet goals and objectives on an ongoing basis?
- 3.3.9** List three (3) entities to which bidder has provided comparable consulting services in the past 24 months. For each entity, include the number of employees and the nature of the client's business. Also, for each entity, include the name, address and telephone number of the point of contact, the length of service, a description of the services provided, and, if services are no longer being provided, an explanation for termination of services.
- 3.3.10** Describe the liability insurance coverage carried by your firm.
- 3.3.11** If any of the following has occurred with respect to bidder, please describe in detail the circumstances for each occurrence:
- 3.3.11.1** Failure to enter into a contract after having been selected as the successful bidder.
  - 3.3.11.2** Withdrawal of a proposal on any project as the result of an error.
  - 3.3.11.3** Termination of or failure to complete a contract.
  - 3.3.11.4** Involvement in litigation, arbitration, or mediation on any contract.
  - 3.3.11.5** Knowing concealment of any deficiency in the performance of a contract.
  - 3.3.11.6** Submission of a fraudulent or incorrect invoice relating to a contract.
  - 3.3.11.7** Violation of applicable rules, laws, or regulations relating to any contract or project.
  - 3.3.11.8** Debarment from bidding or performing public works projects.
- 3.3.12** Disclose any and all judgments against and/or pending administrative, disciplinary, civil, or criminal proceedings brought against bidder or any of its officers, agents or employees within the last five years, as well as any expected litigation. If any, provide the following information: (1) a clear and concise statement of all allegations against the bidder, its officers, agents or employees; and (2) the status and/or outcome of the proceedings. Disclose all other real or potential financial reversals that might materially affect the viability or stability of the proposing organization.
- 3.3.13** Disclose any existing or potential conflict of interest relative to the performance of services required by any contract resulting from this RFP.
- 3.3.14** The submission of additional pertinent information beyond the requirements of this RFP is acceptable.
- 3.4 COST OF SERVICES.** Provide a detailed not-to-exceed cost estimate for all work to be performed pursuant to the Scope of Services. The breakdown should include, at a minimum, tasks to be performed, timeline,

estimated number of hours for completion, and the not-to-exceed cost for each task. The fee proposal includes all labor, materials, equipment, costs, overhead, profit, services, and incidentals necessary for the successful performance of the services described in the Scope of Services. Include a rate schedule for computing any extra work not specified in the contracted Scope of Work that may be beneficial to the Tribe.

#### 4. SCOPE OF SERVICES

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The Tribe is seeking a Consultant who is highly skilled and fully knowledgeable in the Human Resources field with significant experience in conducting salary surveys, comparative analyses, and job description review and creation in the public and private sectors to examine and evaluate the Tribe's current salary schedule, develop a classification system for all positions, and recommend improvements or changes to be implemented. **The Consultant will only be responsible for Tribal employment positions, and the TRIBAL POLICE DEPARTMENT AND HEADSTART FACILITY WILL NOT BE INCLUDED IN THE PROJECT.** Employment positions within the Tribe's separately situated enterprises, i.e. the Lake of the Torches Casino and the Lac du Flambeau Business Development Corporation, shall also not be included in the analyses to be conducted by the Consultant. The Consultant will work collaboratively with the Tribe's HR staff and Tribal Administrator in completing tasks that will include, but shall not be limited to, the following:

##### 4.1 PROJECT MANAGEMENT AND COORDINATION WITH TRIBAL REPRESENTATIVES.

- 4.1.1 The Consultant shall coordinate with the Tribe's HR Director or designee and Tribal Administrator or designee throughout the project.
- 4.1.2 The Consultant shall develop a mutually agreeable project management plan that clearly describes all phases of the project with schedules, milestones, responsibilities, constraints, and deliverables.
- 4.1.3 The Consultant shall submit monthly invoices with a written summary of project progress.

##### 4.2 CLASSIFICATION STUDY.

- 4.2.1 The Tribe will compile and organize existing job descriptions by department and conduct interviews of employees, including department directors/managers and other key personnel, as it deems necessary to review, revise and update existing job descriptions to ensure that they are reflective of the work being performed and to ensure consistency in formatting and content among all Tribal job descriptions. The Tribe shall create new position descriptions as necessary.
- 4.2.2 The Consultant shall review updated job descriptions to ensure that they uniformly and accurately reflect the distinguishing characteristics, essential job functions, minimum qualifications (education/experience and knowledge/skills/abilities), working conditions (physical demands, work environment, and travel requirements), and certification/license/registration requirements for classification as needed. The Consultant shall recommend revisions as it deems appropriate.
- 4.2.3 The Consultant shall review and update (if needed) the Fair Labor Standards Act status for each job title/classification - i.e. exempt or non-exempt.
- 4.2.4 The Consultant shall establish a Tribal-wide job classification system and recommend an appropriate and equitable classification for each position. Consultant shall present proposed recommendations to the Human Resources Director and Tribal Administrator for review before making any final classification determinations. The classification system shall include mechanisms for classification and placement of newly created positions and evaluation of reclassification requests.
- 4.2.5 The Consultant shall submit recommendations for appropriate implementation measures that the Tribe's Human Resources staff will need to take.



**4.2.6** The Consultant shall provide a straightforward, easily understood, maintenance system that the Human Resources Department will use to keep the classification system current and equitable. The classification system should be provided in an electronic medium. Maintenance should include annual activities, as well as the process we would use in the review of the classification of individual jobs, as needed.

### **4.3 COMPENSATION STUDY.**

**4.3.1** The Consultant shall conduct a comprehensive internal evaluation of every job within the Tribe to determine relative worth within the organization, placement in the salary structure, and for the establishment of pay ranges.

**4.3.2** The Consultant shall conduct a comprehensive compensation survey/market analysis that compares compensation (including salary and benefits) of Tribal personnel to that of comparable positions in the local public and private sectors and identifies the Tribe's competitive position in the market.

**4.3.3** The Consultant shall recommend appropriate salary range for each position based on the classification plan, the compensation survey results, and the internal relationships and equality.

**4.3.4** The Consultant shall evaluate the existing compensation structure and update it or design an alternative system to include a minimum and a maximum percent spread, and the difference between each salary step, that provides for logical progression and assists with successfully recruiting and retaining employees.

**4.3.5** The Consultant shall develop guidelines to assist HR staff with determining the starting pay for new employees based on knowledge and experience above the minimum requirements of the position, how difficult the position is to fill, and market competitiveness.

**4.3.6** The Consultant shall evaluate the need to incorporate other key compensation practices, based on market demands, including but not limited to, incentives and supplements, certification pay, and acting assignment pay, which the Tribe should consider to remain competitive in the market.

**4.3.7** The Consultant shall recommend effective recruitment strategies for hard to fill, high turnover positions. Recommendations should include criteria for designating positions as hard-to-fill/critical (e.g., not being able to fill after repeated advertising, competent talent not applying, gaps in talent as compared to position needs, internal talent not available).

**4.3.8** The Consultant shall identify any extreme current individual or group compensation inequities and provide a recommended corrective action and process to remedy those situations.

**4.3.9** The Consultant shall conduct a wage compression analysis. Examine the equity of pay among present full-time, part-time, and seasonal employees based on qualifications, experience, responsibilities, and tenure. Identify wage compression issues within the internal compensation system, and provide a detailed written report with recommendations for addressing wage compression once a new pay plan is implemented, including an analysis of the fiscal impact associated with implementing each recommendation.

**4.3.10** The Consultant shall work with the Human Resource's Director and Payroll personnel to develop a recommendation for total salaries and benefits, including the total compensation package of healthcare insurance, paid leave, and other benefits, that are externally competitive and internally equitable.

- 4.3.11 The Consultant shall work with the Human Resource's Director and Payroll personnel to develop implementation strategies and prepare an analysis of the financial impact of implementation of the recommended pay plan.
- 4.3.12 The Consultant shall provide training to HR staff to facilitate implementation and maintenance of the compensation system.

#### **4.4 RECOMMENDATION/FINAL PRODUCT REQUIREMENTS.**

- 4.4.1 The classification and compensation system to be recommended by the Consultant must adhere to the following basic elements and characteristics:
  - 4.4.1.1 The system must meet all legal requirements, be nondiscriminatory and provide for compliance with all pertinent federal, state, and local requirements.
  - 4.4.1.2 The system must be easy for management to administer, maintain, and defend.
  - 4.4.1.3 The system must easily accommodate organizational changes and growth.
  - 4.4.1.4 The system should be based on sound compensation principles in which internal and external equity are considered within the pay structure, as well as the concepts of equal pay for equal work, equal pay for similar work, and equal pay for comparable work.
  - 4.4.1.5 The system should provide for new positions to be incorporated into the compensation plan, as well as regular adjustments to maintain the plan's competitiveness.
- 4.4.2 The Consultant shall develop policy and procedure recommendations relative to the classification/compensation system for inclusion in the Tribe's Employee Handbook.
- 4.4.3 The Consultant shall deliver to the Tribal HR Director at least one (1) hard copy original, three (3) hard copies, and a readable digital version on an unencrypted flash drive, of Consultant's final report and recommendations.
- 4.4.4 The Consultant shall provide all tables, schedules, job descriptions, charts, spreadsheets, salary surveys, and all other work product and other materials necessary for the implementation and maintenance of the classification/compensation system in a readable electronic medium (unencrypted flash drive). Two (2) such flash drives, each containing all of the foregoing information and documents, shall be delivered to the Tribal HR Director.
- 4.4.5 If requested, the Consultant shall appear at a scheduled Tribal Council meeting to present and discuss the recommendations and final report.
- 4.4.6 The Consultant shall conduct a comprehensive training program for Human Resources staff to ensure that the staff can explain, utilize and maintain the new Classification/Compensation system in the future.

### **5. REQUIREMENTS**

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#### **5.1 INSURANCE.**

- 5.1.1 By signing and submitting a bid/proposal under this RFP, the bidder certifies that if awarded a contract, it will have insurance coverage as specified below at the time the contract is awarded:

- 5.1.1.1 Comprehensive General and Automobile Liability Coverage: Minimum of \$500,000 per person per occurrence; \$500,000 property damage; \$2,000,000 aggregate.
      - 5.1.1.2 Worker's Compensation: Statutory limits and benefits. If any owner, partner, executive, officer, member or employee is excluded from Worker's Compensation coverage or if the Worker's Compensation policy is for certificate purposes only, it must be stated on the certificate.
      - 5.1.1.3 Professional Liability/Errors and Omissions Insurance: Minimum of \$1,000,000 per occurrence, to include coverage for all errors and omissions which result in financial loss to the Tribe.
      - 5.1.1.4 Umbrella Liability Coverage: \$1,000,000.
    - 5.1.2 The bidder further certifies that it and any subcontractors will maintain this insurance coverage during the entire term of the contract, including renewal terms, and that all insurance coverage will be provided by reputable insurance companies.
    - 5.1.3 The successful bidder/Consultant will furnish to the Tribe's Contract Administrator certificates of insurance prior to commencement of the Contract term and, upon request, at any time during contract performance.
    - 5.1.4 The Consultant will give the Tribe 10-days written notice prior to modifying any insurance obtained and/or maintained as required by the contract and this provision. The Tribe may object to the modification within 10 days of receiving the notice.
- 5.2 **COMPLIANCE WITH LAWS.** The successful bidder/Consultant will agree to abide by and comply with all applicable laws, rules, ordinances, regulations and administrative rulings of the Lac du Flambeau Band of Lake Superior Chippewa Indians, the United States, and the State of Wisconsin.
- 5.3 **MARKETING PROHIBITION.** The successful bidder/Consultant shall not use the name of, or refer to, the Lac du Flambeau Band of Lake Superior Chippewa Indians or any entity or enterprise of the Tribe in any marketing activity, nor will the successful bidder/Consultant use said names or references thereto in any endorsement of its firm, product, or service, without the written consent of the Tribe.
- 5.4 **OWNERSHIP OF WORK PRODUCT.** All data, materials, reports, memoranda and other documents developed pursuant to this RFP and/or any Agreement between the Tribe and the successful bidder/Consultant whether finished or not shall become the property of the Tribe, shall be forwarded to the Tribe at its request and may be used by the Tribe as it sees fit. Successful bidder/Consultant shall not be held liable for reuse of documents or modifications thereof by the Tribe or its representatives for any purpose other than the intent of this RFP and/or any Agreement between the Tribe and the successful bidder/Consultant.
- 5.5 **ASSIGNMENT OF CONTRACT AND SUBCONTRACTING.** No contract between a successful bidder (Consultant) and the Tribe may be assigned by either party without the prior written consent of the other party, which consent may be given, withheld, or conditioned in the sole and absolute discretion of the party whose consent is sought. Further, the successful bidder (Consultant) shall not subcontract any of the work, duties or obligations under the Contract between the Consultant and the Tribe, without the written consent of the Tribe, which consent may be given, withheld, or conditioned in the sole and absolute discretion of the Tribe. Any assignment, subcontract or delegation in derogation of this provision shall be deemed void. In the event that the Consultant desires to subcontract some part of the work specified herein, the Consultant shall furnish to the Tribe the names, qualifications and experience of its proposed subcontractor(s). The Consultant shall, however, remain fully liable and responsible for the work to be done by its subcontractor(s) and shall assure compliance with all requirements of the contract.
- 5.6 **INDEPENDENT CONTRACTOR.** Successful bidder/Consultant is and shall be an Independent Contractor at all times during the term of any Agreement between the Tribe and the Consultant and the Tribe shall be neither liable nor obligated to pay Consultant sick leave, vacation pay, or any other benefit of employment nor to pay

any social security or other tax which may arise as an incident of employment. The Consultant shall pay all income and other taxes as due.

- 5.7 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). 2 CFR 180, 0MB 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.
- 5.8 CONFIDENTIALITY AGREEMENT.** The Consultant and each of its owners, officers, employees, assignees, subcontractors and agents shall agree, and shall execute a Confidentiality Agreement memorializing said agreement, to maintain as confidential, and not to disclose to any third party without the prior consent of the Tribal Administrator, any information of a proprietary nature which the Consultant learns as part of the necessary process of performing its services and obligations under this RFP and any between the Consultant and the Tribe, other than information (a) which was already public knowledge at the time it was learned by the Consultant, or which subsequently came into the public domain through no fault of the Consultant; or (b) which is necessary or appropriate to disclose in order to enable the Consultant to comply with its obligations under a contract between the Consultant and the Tribe. The Contractor shall expressly agree and warrant that, during the term of the said contract, and following termination of the contract for any reason or for no reason, Contractor and all Contractor owners, officers, employees, assignees, subcontractors and agents will continue to hold confidential all proprietary and confidential information with respect to the Tribe and its members, employees, compensation and job classification systems and strategies, and business operations and shall not (unless permitted in writing by the Tribal Administrator) use, divulge, or disclose to any other person, firm, agent, business or organization any Confidential Information, including, but not limited to, any information concerning the Tribe's business operations, government or employees; protocols and policies; financial data, business and operational data, charges, fees, or information pertaining to costs, or business plans and strategies of the Tribe acquired by the Consultant or any representative thereof during the term of the consulting contract with the Tribe. Furthermore, any information relating to the Tribe which was collected, recorded, analyzed or otherwise obtained or used by the Consultant during the term of the consulting contract shall be construed as exclusively the proprietary property of the Tribe and subject to the provisions herein unless exempted by the express written permission of the Tribal Administrator
- 5.9 INDEMNIFICATION.** The successful bidder/Consultant shall indemnify, defend, and hold harmless the Tribe and its officers, officials, employees, agents and volunteers, from and against any and all claims, demands, expenses, losses, liabilities, causes of action, and the like, which are or may be asserted in any action by anyone, based upon any alleged personal injury, death, property damage or any loss that may occur, 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 Consultant, or any failure of the same to comply with any obligations set forth in this RFP and/or a Contract between the parties. The Consultant shall, at its own cost and expense, pay all costs incurred by the Tribe in connection therewith. If any judgment shall be rendered against the Tribe in any such action, the Consultant shall satisfy and discharge the same without cost or expense to the Tribe. However, this indemnity shall not apply to loss or damage which was caused by the sole negligence or willful misconduct of the Tribe.
- 5.10 GOVERNING LAW AND VENUE.** The successful bidder/Consultant shall consent and agree that any and all questions arising in connection with this RFP and/or any contract arising therefrom shall be governed first by the laws and ordinances of the Lac du Flambeau Band of Lake Superior Chippewa Indians and second by federal and Wisconsin laws, if applicable. The successful bidder/Consultant shall further consent and agree to the jurisdiction of the Lac du Flambeau Band of Lake Superior Chippewa Tribal Court and that the venue for any legal proceeding relating to this RFP and/or any contract by and between the successful bidder/Consultant and the Tribe shall be the Lac du Flambeau Band of Lake Superior Chippewa Tribal Court.
- 5.11 SOVEREIGN IMMUNITY.** The successful bidder/Consultant acknowledges that the Lac du Flambeau Band of Lake Superior Chippewa Indians does not waive its Sovereign Immunity.