



**REQUEST FOR PROPOSALS FOR
HUMAN RESOURCES POLICIES AND
PROCEDURES TRAINING**

**ISSUED: April 9, 2024
DUE: May 20, 2024**

Part I: Background and General Information

Introduction

The Confederated Tribes of Siletz Indians (CTSI) is a sovereign Tribal government located in Siletz, Oregon. The Siletz Tribe is proud of its contributions through employment, monetary donations, and cooperative measures to the Siletz community, Lincoln County, and the State of Oregon. In 1995, the CTSI opened the Chinook Winds Casino Resort in Lincoln City, Oregon which created employment opportunities for tribal members as well as generated millions of dollars in revenue directly to the CTSI as well as businesses in Lincoln City. The Tribe has honored its tradition of sharing within numerous communities across the state by distributing more than \$12 million through the Siletz Tribal Charitable Contribution Fund and other tribal resources. Chinook Winds Casino Resort (CWCR) has donated more than \$3 million in cash and fundraising items since it opened in 1995.

Today the Siletz Tribe and its Chinook Winds Casino Resort is the largest employer in Lincoln County, contributing significantly to the health, well-being and economic stability of its residents.

The Siletz Tribe has a long tradition of serving as a central player in the economic vitality of the Central Oregon Coast communities. The Siletz Tribal government's administrative Human Resource Department that primarily service 280 employees who comprise the Siletz Tribe's Administrative and Program Departments including Health, Natural Resources, Planning, Housing, Education, and Social Services. The Siletz Tribe has additional tribal entities that contract with for Human Resource services. These entities are the Siletz Internal Audit Department (IAD), Siletz Tribal Gaming Commission (STGC) including a Surveillance Division, and the Siletz Tribal Business Corporation (STBC). These entities comprise approximately 22 employees. CTSI additionally has several business entities, which may contract for Human Resource services and currently includes the Tenas Illahee Childcare facility (TICC), which has approximately 22 employees. As well, tribal Human Resources provide support to work experience programs to onboard and support trainees within the organization – this number is approximately 40 trainees annually.

CTSI's mission related to its employees is to provide quality employment opportunities that provide wages and benefits that support employees and their families for stability and sustainability for its organizations who serve the membership and public. We provide a variety

of benefit packages in the different entities, but have a base minimum wage set by the Siletz Tribal Council which affects all tribal employment.

CTSI's main government office, housing office, health clinic and childcare facility are located in Siletz, Oregon with area offices located in Portland, Salem and Eugene. We additionally have a Head Start facility, an ancillary housing office, STBC, IAD, and STGC all located in Lincoln City, OR.

The Siletz Tribe is governed by a nine member Tribal Council who are elected by the members of the Tribe's General Council. The General Council is comprised of enrolled tribal members who are eighteen years of age and older. The Siletz Tribal Council sets policy and vision for tribal government and tribal enterprises and oversees the operation of Chinook Winds Casino Resort.

Part II: Project and Stipulations

Project and Scope of Services

The Confederated Tribes of Siletz is seeking proposals from qualified vendors to develop and deliver a comprehensive training curriculum covering a variety of Human Resources (HR) topics for our employees. We are committed to fostering a positive and productive work environment through ongoing professional development opportunities.

The selected consultant(s) will provide the following for and on behalf of CTSI and its entities:

- 1) Develop and deliver training curriculum for the following HR topics:
 - a. Affordable Care Act (ACA)
 - b. Compensation and Benefits
 - c. Coaching and Development Techniques
 - d. Conducting Critical Conversations
 - e. Employee Morale and Engagement Strategies
 - f. Relevant Federal Policies
 - g. Family and Medical Leave Act (FMLA)
 - h. Conducting Workplace Investigations
 - i. Developing Effective Job Descriptions
 - j. Performance Management and Evaluations
 - k. Progressive Discipline Procedures
 - l. Recruiting, Interviewing, and Hiring Best Practices
- 2) Tailor the curriculum to the specific needs and experience level of our employees.
- 3) Develop engaging and interactive training materials, including presentations, handouts, and online modules.
- 4) Deliver the training sessions in a professional and effective manner.
- 5) Train Human Resources staff to deliver the training modules.

- 6) Provide post-training evaluation tools to assess the effectiveness of the curriculum.
- 7) Provide ongoing post-training technical assistance for training implementation.

Written Deliverables

- 1) Written handbook for implementation of the training curriculum to serve as a resource for Human Resources staff.

Timeline to Completion

CTSI estimates this contract would be completed within 6 months of contract signing, barring any significant delays. If submitter believes this timeline is not appropriate, it must state so in the Proposal, and recommend an amended timeframe.

Proposal Tenure

All proposals shall include a statement that the proposal is valid for ninety (90) days after the deadline for submission of proposals.

Incurred Expenses

CTSI shall not be responsible for any expenses incurred by Submitter in responding to this RFP. All costs incurred by Submitter in the preparation, transmittal or presentation of any proposal or material submitted in response to this RFP will be borne solely by the Submitter.

Cancellation of Requests for Proposals or Rejection of Proposals

While it intends to award a successful bidder, CTSI is under no obligation to award a contract to any Submitter. Within CTSI's sole discretion, for any reason whatsoever, CTSI may cancel this RFP and may reject any proposal or other material submitted in response to this RFP.

Evaluation of Proposals, Negotiation

Responses will be evaluated by an internal review committee of CTSI using the criteria listed in Parts III and IV below.

Prior to selection, any corrections, modifications, and amendments will be provided to all qualifying submitters. Proposals shall be evaluated on the criteria listed in Part III below.

Award Notice

CTSI shall provide written notice of the award to all Submitters within ten (10) business days of the date of the award. CTSI reserves the right to negotiate minor modifications to the proposal with selected awardee. The award shall be contingent upon successful negotiations of a final contract between CTSI and the Submitter whose proposal is awarded.

Contract Term

The successful Submitter will enter into a mutually agreeable contract with CTSI for services to be performed. The term of the contract shall begin as soon as the contract is awarded and fully executed, and be completed as required by the contract. CTSI estimates this contract would be completed no longer than 6 months from contract signing, barring any significant hold ups. If submitter believes this timeline is not appropriate, it must state so in the Proposal, and recommend an amended timeframe. This RFP, the proposal submitted by the successful Submitter, and the fee structure of the submitted proposal, shall define the terms by which the successful Submitter shall perform the services contemplated by the RFP, and will further apply to added alternatives.

Contract Fee Structure

The fee structure of the Contract will be a “**stipulated sum NTE**” (firm fixed price not to exceed) amount. This stipulated sum amount will be reflected from within the proposal submitted and may be used in the process of determining the successful submitter. Other amounts defined in the fee structure will include any, and all, amounts that may be in addition to the stipulated sum amount. Sufficient information will be provided in the proposal and contract to define and justify all costs associated with the stipulated sum amount as well as any other, anticipated or not anticipated, costs.

Proposal Confidentiality

Except in response to inquiries from the Contact Person as part of the evaluation process, until the award is made and notice is given to all Submitters, no employee, agent, or representative of a Submitter shall make available or discuss its proposal with any officer, Board member, employee, agent or representative of CTSI other than the Contact Person.

Until the award is made and notice of award is given to all Submitters, CTSI will not disclose the contents of any proposal or discuss the contents of any proposal with any Submitter or potential Submitter, so as to make the contents of any offer available to a competing or potential Submitter.

Any information provided by the Contact person, requested in writing from the submitter, will be kept in strict confidence. No information may be shared publicly or with third party organizations not associated with Submitter without written consent of CTSI.

Code of Conduct

No CTSI Council or Board member or employee of a tribal entity shall have any direct financial interest in any contract with the Submitter nor shall any contract exist between Submitter or its affiliate with Council, Board or staff that could give rise to any claim of conflict of interest. Any violation of this provision will render the contract void, unless CTSI Tribal Council approves it after full disclosure.

Submitter shall warrant that it has no interest, direct or indirect, which would conflict in any manner or degree with the performance of services required under this contract. In the proposal, Submitter shall disclose any pertinent information relating to conflicts or potential

conflicts of interest.

Certification of Compliance with Equal Employment Law

Successful Submitter will be required to comply with applicable tribal and federal laws, regulations, and executive orders relating to equal employment opportunity and affirmative action.

No Waiver of Sovereign Immunity

This RFP shall not in any way be deemed to limit, diminish or abrogate in any way CTSI's sovereign immunity from suit.

Presentations

CTSI reserves the right to ask qualified Submitters to attend a presentation meeting to further explain their proposal, should CTSI feel it is warranted. This may happen should there be a significant number of Submitters and a clear winner is not determined by scoring the individual proposal documents. In such case, the top three-five Submitters, as determined by the selection committee, would attend a mutually agreeable meeting time and place in order for the Submitter to further explain their proposal. CTSI will be the sole determinant of whether presentations are necessary, and whether those presentations will occur in person or by virtual platform. No proposers will be allowed to present unless all "finalists" are available to present.

Part III: Minimum Qualifications and Requirements

All submitters shall, at a minimum, include the following in their proposal pursuant to this RFP:

1. Submitter must have proven experience in consulting with governments, businesses, or Tribes in Human Resources, preferably (but not required) in the State of Oregon.
2. The proposal must clearly delineate between the costs and scope for each project, including requirements 3-6 below.
3. Submitter must provide Client References – List a minimum of 2 clients whose scope of work most closely reflects that mentioned in this statement of solicitation. Information shall include at a minimum: Project name and location, scope of services provided, and reference contact information, i.e. name and phone number.
4. Submitter must provide Resumes of key personnel directly involved in this engagement - This should include only those individuals who will be assigned to the CTSI, and the minimum percentage of time committed by each.
5. Submitter must summarize its understanding of the scope of services being requested by the CTSI. Describe the Submitter's approach to cost-effectively meeting CTSI's deliverables/objectives on or before the project completion deadline. In addition to addressing any concepts and/or deliverables identified in the Scope of Services, the project approach description must include the following:
 - a) The most critical elements of the Project that the selected team must address for

- a successful outcome.
 - b) Identification of deficiencies, needs, and development of alternatives to the proposed tasks and deliverables.
6. A summary proposal of costs showing consulting time and any estimated ancillary costs such as travel, copies, legal, overhead, and other costs to be borne by the Submitter in performance of this contract in its duration.
 7. Submitter shall provide proof of Indian Preference should it apply to the business entity or individual who will contract for services of this RFP. Indian Preference qualifies as 51% ownership of business entity by an enrolled Native American/Tribe.

Part IV: Evaluation Factors

CTSI shall award contract(s) to the Submitter(s) whose proposal is most advantageous to CTSI, as based on the criteria below.

Proposals meeting minimum qualifications shall be evaluated on the four criteria listed below. Each proposal shall be scored based on the points allotted to each criteria, 100 combined points maximum. The number of points assigned to a proposal does not necessarily determine the award of a contract; rather it establishes benchmarks to assist in the overall evaluation of the proposal.

Experience and Capability

Maximum Points: 50

Submitter's skill, knowledge and experience in similar human resource consulting as outlined in this proposal. Relevant experience and qualifications of person(s) who will perform the actual work will be considered under this evaluation factor. If applicable, this rating will focus on those persons assigned to the CTSI contract, rather than the characteristics of the Submitter firm. Additional criteria that may be considered for points include but are not limited to previous work, including work performed for other Tribal organizations.

Proposal Format and Criteria

Maximum Points: 10

Submitter's proposal must be professional, readable, and meet the minimum criteria as listed in Part III and Part V of this document.

Indian Preference

Maximum Points: 10

CTSI welcomes proposals from all interested persons and businesses. However, in evaluating the relative merit of each proposal and ultimately awarding the contract, CTSI will give a tribal preference as follows: ten points to enrolled Siletz tribal member owned businesses, and five points to businesses owned by enrolled members of other federally recognized Indian Tribes. Tribal preference is not the only factor in the evaluation process, but it is an important one.

Fees

Maximum Points: 30

As well as the “stipulated sum amount NTE”, a listing of cost of services per unit provided by the Submitter will be used to evaluate the fee criteria. This may be stated in terms of a range with a maximum and minimum price for labor, materials and equipment of differing configurations.

Part V: Proposal Format and Instructions to Submitter

Proposals submitted to CTSI must, at a minimum, contain the following information and shall be organized as follows:

A. Letter of Transmittal

Include at least the following information:

- a. Name, address and telephone number of Submitter and/or Submitting Firm;
- b. A signature of the Submitter or of any partner, officer or employee who certifies that he or she has the authority to bind the Submitter;
- c. Date of Proposal;
- d. A statement that the Submitter proposal is valid for ninety (90) days after the deadline for submission of proposals.

B. Names and resumes of the key personnel including support staff to be assigned to the account: Resumes describing the qualifications of personnel to be utilized in the performance of this contract must show, at a minimum, the person’s name, education, position, and total years and types of experience relevant to the performance of the contract.

C. References: Provide names of at least two references of persons who have worked with the proposed same primary personnel.

D. Submitter’s proposal for delivering services that will be provided, including organization of responsibilities, work plan, approach and the availability of personnel for consultation and discussion as necessary to serve the needs of CTSI.

E. Costs: “Fee Schedule for Professional Services and Expenses” must be included in this proposal. Rates for added alternatives and additional scope of work shall be negotiated at the same rate schedule.

F. Conflict of Interest Disclosure: Please provide a statement disclosing any current or proposed business transaction between Submitter and any CTSI member, officer, employee or their employer or other potential conflict which may give rise to a claim of conflict of interest. Submitter shall warrant that it has no interest, direct or indirect, which would conflict in any manner or degree with the performance of services required under this contract.

G. Litigation: Please describe any material, current or pending litigation, administrative proceedings or investigations that could impact the reputation or financial viability of your firm.

- H. CTSI requires that Submitter be an Equal Opportunity Employer: Provide a statement that Submitter complies fully with all government regulations regarding nondiscriminatory employment practices and provide a copy of any written EEO, ADA or affirmative action policies presently followed by Submitter.
- I. Proof of Indian Preference, if applicable.

Part VI: Submission Procedures

Proposal Submission

- A. One **original** of the proposal must be received at the front desk of the CTSI Administration Building at the address below no later than **May 20, 2024 @ 4:00 p.m.** Pacific Time. Proposals shall be in envelopes marked “**HR Policies and Procedures Training**” or **via email with the subject line: HR Policies and Procedures Training**. Proposals will be reviewed after the deadline established for receipt of proposals. *Proposals will not be opened publicly and will not be available for public inspection until after the award of the contract.*
- B. Proposal must be delivered to:
 - Confederated Tribes of Siletz Indians**
 - Attn: Dan McCue, CFO**
 - PO Box 549**
 - Siletz, OR 97380**
 - Email: danielm@ctsi.nsn.us**
- C. Incomplete proposals shall not be considered.
- D. Discussion may be conducted with Submitter(s) to provide clarification before award of contract. Any and/or all proposals may be selected and/or rejected with or without such discussions.