



PAMUNKEY INDIAN TRIBE
TRIBAL GOVERNMENT

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REQUEST FOR PROPOSAL

**CONSULTANT –
HUMAN RESOURCES**

DATE: July 12, 2022

SUBMISSION DUE DATE: August 2, 2022

OFFICIAL'S CONTACT INFORMATION

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SECTION I: LETTER OF INVITATION

July 12, 2022

RE: Request for Bid

Dear Sir/Madam,

The Pamunkey Indian Tribe invites proposal for a consultant to perform human resource items noted in the statement of work. The request for proposal (RFP) and application includes the following documents: Letter of Invitation; Information to Applicants.

Upon receipt, please inform us 1) that you have received the letter of invitation and 2) whether you will submit a proposal for the project.

Respectfully,

Jennifer Dixon
CFO
Pamunkey Indian Tribe



SECTION II: INFORMATION TO APPLICANTS

2.1 Introduction

The Pamunkey Indian Tribe (“Tribe”) will select an applicant or organization from those who submit an application, in accordance with the method of selection detailed in this document. The method of selection shall be as indicated within the Selection Criteria portion of this document.

The Tribe is seeking applications and proposals from qualified applicants to perform the work outlined in this request for proposal (RFP). All work performed under this RFP is subject to Chief and Council approval.

Please note that the costs of preparing the application/proposal and of negotiating the contract, including any visits to the Tribe are not reimbursable as direct costs within the proposal; and the Tribe is not bound to accept any of the proposals or applications submitted.

The applicant or organization must divulge any known affiliation to the Tribe. The applicant organization must list and describe their professional relationships, if any, relating to the Pamunkey Indian Tribe and why those relationships do not signify a conflict of interest relative to the RFP. Furthermore, they shall provide written notice of any professional relationships secured during the period of this engagement.

Procurement processes shall comply with any applicable provisions of the ISDEAA relative to Indian preference, 25 U.S.C. §4560e (b) and (c), when making any award. Preference shall be given to Indians, Indian owned businesses, and Indian organizations as it pertains to procurements made by the Tribe, shall receive additional preferential priority relative to procurement award consideration, however, they shall be subject, as are all others, to the provisions of the Tribes’ Procurement Management System Standards.

2.2 Clarification and Amendment of RFP Document

Parties may request clarification of any of the RFP documents only up to three (3) days before the proposal submission date August 2, 2022. Any request for clarification must be sent in writing by email to the contact official indicated on the letter of invitation. The official will respond by email to such requests and will send written copies of the response to all applicants who have submitted proposals thus far.

At any time before the submission of proposals, the Tribe may for any reason, whether at their own initiative or in response to a clarification requested by an application or organization, amend the RFP. Any amendment shall be issued in writing through addenda. Addenda(s) shall be sent by email to all applicants or organizations that have applied thus far and will be binding on them. The Tribe may at their discretion extend the deadline for the submission of proposal.

2.3 Project Location

The consultant will be required to work onsite or remotely as needed.

2.4 Project Funding

The project is privately funded through the Tribe.



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2.5 Intent

The Pamunkey Indian Tribe is requesting proposals from qualified firms, organizations, and individuals experienced in human resource consultation with an understanding of tribal sovereign nations.

2.6 Project Summary

The Pamunkey Indian Tribe will contract with a firm, organization, or individual to execute the scope of work identified in this RFP.

2.7 Proposal Process

The proposal includes all calculations, estimates and evaluations as required for completion of this project. The proposals will be based on the Scope of Work, (SOW) as outlined in this document. Applicants will acknowledge the SOW as the required baseline information.

The proposal shall include the identified responsibilities listed in the scope of work; however, the identified responsibilities outlined in the scope of work are not exclusive of other responsibilities, which may be deemed by the Chief and Council as appropriate, given the content of the proposals.

2.8 Scope of Work

The consultant will be required to complete the following services:

- 1. Compensation Analysis & Determination**
 - a. Establishing wage classification and ranges for each current and future positions; and
 - b. COLA increases and how to assess for future.
- 2. Performance Management & Retention**
 - a. Review of standard performance measures (qualitative and quantitative);
 - b. Metrics for employee reviews;
 - c. Staff recognition measures;
 - d. Onboarding package for new employees; and
 - e. Culture sensitivity development for new employees.
- 3. Policy & Procedure**
 - a. Review of current employee handbook to meet tribal and applicable federal laws.
- 4. Employee Relations (as needed)**
 - a. Corrective action and planning review;
 - b. Review of disciplinary actions; and
 - c. Facilitation with conflict resolution.
- 5. Worker's Compensation Cases (as needed)**
 - a. Represent the tribe in worker's comp hearings; and
 - b. Complete/prepare documentation to respond to Virginia Unemployment Commission.
- 6. Position Development & Recruitment**



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- a. Creation of position descriptions through direction of Chief and Council and/or personnel;
- b. Finding and vetting candidates for Tribal review;
- c. Conducting telephone interviews with potential candidates; and
- d. Facilitating the scheduling of in-person interviews with the hiring panel.

2.9 Instructions to Applicants

The Tribe, Chief and Tribal Council has elected to solicit requests for proposal from qualified applicants or organizations. The Chief and Council shall appoint a minimum of three (3) individuals to serve as the Review Panel to review the proposals and applicants. The following qualifications and experience criteria/questions will be used as a guide to help in the selection of the individuals being interviewed. Please respond to all criteria/questions in the order they are presented.

1. Experience and Qualifications:

- a. Name, address, phone, and email of the applicant applying.
- b. Provide experience and qualifications of professional personnel that will conduct the work associated with the Scope of Work.
- c. Provide a minimum of three references, address, phone, and email.

2. Specialized Experience and Technical Competence

- a. The applicants previous experience in working with Indian Tribes on similar projects if any.
- b. The applicant should have at least five years of experience with projects similar in scope.

3. Cost & Schedule

- a. The applicant shall include in the proposal a time and schedule in approximate calendar days for completing each portion of the scope of work.
- b. The applicant shall include budget and cost project summary for each portion of the scope of work

4. Indian Preference

- a. Indian organizations and Indian applicants must submit their proposal and a completed "Indian Preference Qualifications Statement" to qualify for Indian Preference consideration. The statement must demonstrate evidence of Indian ownership and control if the applicant is an organization (mandatory).
- b. All proposals must contain a statement of commitment to provide Indian Preference in subcontracting, training, and employment and must contain a statement describing the methods that will be used to provide such preference.

2.10 Selection Criteria

After receipt and review of the proposals, The Chief and Council shall appoint a minimum of three (3) individuals to serve as the Review Panel which will rate the applicants and proposals in accordance with the Criteria for the Consultant below and prepare a recommendation report. A member of the Review Panel will forward the proposed selected applicant or organization to the Chief and Tribal Council for approval. Each applicant submitting a proposal will be notified via email of the final selection.



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Criteria for Consultant Selection

• Experience and Qualifications	up to 25 points
• Specialized Experience & Technical Competence	up to 25 points
• Cost & Schedule	up to 25 points
• Interview	up to 15 points
• Indian Preference	up to 10 points
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Maximum Total	100 points

1. How many years of experience do you or your organization have in providing the type of services described in this RFP? _____ years

2. Is your organization at least 51% owned by a Native American, Minority, or Woman? (Minority group members are United States citizens who are African-American, Asian, American Indian, Asian-Pacific American or Hispanic American. Ownership means that the business is at least 51% owned by individuals that control management and daily operations.)
 - a. Can your organization be classified as a Native American Owned Business?
 Yes No Percentage _____%
 - b. Can your organization be classified as a Minority Owned Business?
 Yes No Percentage _____%
 - c. Can your organization be classified as a Women Owned Business?
 Yes No Percentage _____%

SECTION III: COVENANTS AGAINST KICKBACKS

3.1 Affirmation

An applicant or organization represents, warrants, covenants, and agrees that neither they nor its affiliates or any subcontractors (including any of their officers or employees) has provided or attempted to provide, either directly or indirectly, any Kickback to any employee of the Tribe or to any member of the Tribe. The applicant or organization further warrants, covenants, and agrees that neither the applicant or the organization nor its affiliates nor any subcontractor (including any of their officers or employees) will, in the future, provide or attempt to provide, either directly or indirectly, any Kickback to any employee of the Tribe.

Failure to abide by the provisions of this section may, without further notice, result in the immediate termination of any contract awarded.



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SECTION IV: RESERVATION

4.1 Statement of Rights

The right to reject any or all quotes, proposal, or application to protect the best interest of the Tribe. The right to negotiate with all or one respondent when such action is deemed to be in the best interests of the Pamunkey Indian Tribe.

The right to cancel any agreement, if in its opinion there is failure at any time to adequately perform the stipulations of the Scope of Work or if there is any attempt to willfully impose upon the Pamunkey Indian Tribe services which are, in the opinion of the Pamunkey Indian Tribe, of an unacceptable quality. The applicant or organization agrees to hold harmless the Pamunkey Indian Tribe from any and all liabilities, obligations, damages, claims, costs, penalties, charges and expenses (including, without limitation, reasonable fees and expenses for attorneys, expert witnesses and other contractors at the prevailing market rates for such services) which may be imposed upon, incurred by or asserted against the Pamunkey Indian Tribe by reason of any of the following: any negligent or tortuous act, error, or omission attributable in whole or in part to the applicant or organization or any of their employees, vendors, or agents, now existing or hereafter created.

The right to deny payment for any failure by the applicant or organization to perform their obligations either implied or expressed under this contract/agreement. The applicant or organization agrees that it is their responsibility, not the tribes to safeguard the property and material that is used in performing this contract/agreement. Further, the applicant or organization agrees to hold the Pamunkey Indian Tribe harmless for costs and expenses resulting from any loss of such property and material used pursuant to the applicants or organizations performance under the contract.

The applicant acknowledges that the material provided and any product(s) created by the consultant is owned by the Pamunkey Indian Tribe. It cannot be used by the applicant without the expressed written consent of the Pamunkey Indian Tribe.

4.2 Dispute Resolution

Any action for claims arising out of or relating to the awarded contract and/or respective services shall be governed by the laws of the Pamunkey Indian Tribe. The Pamunkey Indian Tribe is a federally-recognized Indian tribe and has sovereign authority.

SECTION V: DEFINITIONS

- “Money” shall mean any cash, fee, commission, credit, gift, gratuity, and/or anything of value or compensation of any kind.
- “Contract” means a written contract with the Pamunkey Indian Tribe or any other political subdivision of the TRIBE or with any Tribally-owned business.
- “Kickback” means any Money which is provided or is offered for obtaining or maintaining a contract or for rewarding favorable treatment in connection with any contract.
- “Tribe” means the Pamunkey Indian Tribe.



SECTION VI: APPLICANT CERTIFICATION

**APPLICANT CERTIFICATION
REGARDING DEBARMENT, SUSPENSION,
& OTHER RESPOSIBILITY MATTERS**

The prospective applicant certifies to the best of its knowledge and belief, that it and its principals:

1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal, State, Local or Tribal department or agency;
2. Have not within a five-year period preceding this proposal been convicted or had a civil judgment rendered against them for commission of fraud or criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, Local or Tribal) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
3. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, Local, or Tribal) with commission of any offenses enumerated in paragraph (2) of this certification; and,
4. Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State, Local or Tribal) terminated for cause or default.

I understand that a false statement on this certification may be grounds for rejection of this proposal or termination of the award. In addition, under 13 USC Sec. 1601, a false statement may result in a fine of up to \$10,000 or imprisonment for up to five (5) years or both.

Printed Name and Title of Authorized Representative

Signature of Authorized Representative

Date

If unable to certify these statements, please provide an explanation.



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APPLICANT'S ACKNOWLEDGMENT

PROJECT: Human Resources Consultant

I hereby certify that I have read and fully understand the foregoing. I acknowledge that this Request for Proposal shall become a fully enforceable part of the contract if I am awarded the project. Failure to sign this attachment and provide the information required will deem your application non-responsive and it will be rejected. Please fill out the relevant sections below.

IFB Number:	
IFB Name:	
Company Name:	
Mailing Address:	
Phone #:	
Fax Number:	
Federal Tax ID #:	
Business License #:	

Contact Name:	
Title:	
E-mail Address:	
Phone #:	

By signing this page, the applicant hereby certifies that all information provided is true and serves to bind the company to the provisions of the RFP and any resulting contract.	
Signature	Date