

**LAC DU FLAMBEAU BAND OF  
LAKE SUPERIOR CHIPPEWA INDIANS**



**REQUEST FOR PROPOSALS**  
for  
**DEVELOPMENT OF A  
COMMUNITY WILDFIRE PROTECTION PLAN**

**RFP NO. 26-LDF-225**

## 1. BACKGROUND

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The Lac du Flambeau Band of Lake Superior Chippewa Indians has 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. The Lac du Flambeau Reservation is 12 miles by 12 miles in size, covering more than 92,000 acres, with 260 lakes, 71 miles of rivers and streams, and 24,000 acres of wetlands and more than 46,000 acres of upland forest. The name *Lac du Flambeau* translates to *Lake of the Torches*, and was given to the Tribe by the French traders and trappers who visited the area in the 1800's. The name refers to the Tribe's gathering practice of harvesting fish at night by torchlight. The French traders and trappers would watch from the lakeshore as skilled Ojibwa spearers in birch bark canoes harvested walleyes and muskies by the light of their flaming torches. The Lac du Flambeau Band of Lake Superior Chippewa Indians (hereinafter referred to as the "Tribe") is a federally recognized Indian Tribe organized under a constitution and bylaws pursuant to the Indian Reorganization Act, 48 Stat. 984, 25 U.S.C. § 5123 *et. seq.* As a Sovereign Nation, the Tribe provides all necessary public services to its members and residents of its reservation, including natural resources management, police, health care, public works, planning and development, elder services programs, day care, head start, recreational and educational services, protective services for children, an emergency shelter and a Tribal Court system.

Pursuant to its Constitution, the Tribe is governed by a Tribal Council comprised of twelve elected members, including the Tribal President, Vice President, Secretary and Treasurer. Article VI of the Tribe's Constitution sets forth the powers and responsibilities of the Tribal Council, and Section 1(a) of Article VI imposes upon the Tribal Council the duty to ". . . protect the health, security, and general welfare of the Tribe." Consistent with that solemn, sacred duty, in 2019 the Tribal Council established a work group comprised of Tribal leaders, Tribal Natural Resource Department personnel, Emergency Services personnel, and others, to identify and analyze the primary natural and man-made hazards most likely to pose threats to the Tribe, assess the Tribe's vulnerability to such hazards, estimate the risks of occurrence, and develop mitigation plans to reasonably reduce vulnerability and risk and enhance preparedness. The work group's efforts, which included numerous community engagements, identified Forest/Wildland Fire as a key severe hazard, with a 100% probability of occurrence in any given year. The Tribe is wholly cognizant of the devastation that could result from a Forest/Wildland Fire, especially given the Tribe's population demographics, i.e. large elderly and disabled population as well as an even greater number of children residing within the Tribal community, coupled with a lack of personnel and equipment immediately available to combat a Forest/Wildland Fire occurring within the exterior boundaries of the Tribe's Reservation and evacuate citizens if necessary.

Given the likelihood of occurrence of a Forest/Wildland Fire and the high potential for tragic consequences, including loss of life, loss of natural resources and loss of property, as well as interruption of critical community services, the Tribe applied for and was awarded grant funding for preparation of a Community Wildfire Protection Plan to reduce wildfire risk and associated risks to life safety, water quality, forest health, and natural resources that wildfires would create, and enhance the ability of the Tribe to effectively respond to a wildfire scenario.

## 2. PURPOSE

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The Tribe is soliciting responses to this Request for Proposal (hereinafter "RFP") from qualified consultants with documented expertise in Community Wildfire Protection Plan (hereinafter "CWPP") development, wildfire risk assessment, fire ecology specific to northern Wisconsin ecosystems, and the local regulatory environment.

The objective of this project is to deliver a comprehensive CWPP that provides actionable data, detailed wildfire risk analysis, and implementable mitigation strategies. The project will develop a CWPP for the Tribe through a collaborative process with community members and public safety agencies, and will enhance wildfire preparedness and community resilience through coordinated planning and stakeholder engagement. The project Consultant will identify areas of high fire hazards in multiple weather scenarios; examine current conditions and predicted trends; recommend science-based strategies for managing and reducing vegetation fuel loads; analyze risk to residential,

commercial, and governmental structures; identify, develop, and prioritize mitigation efforts, including strategies for reducing structural ignitability as appropriate; and recommend strategies and materials for improving the public's understanding of pre-fire planning and preparedness. A primary goal of the project is to strengthen coordination and communication among local jurisdictions, volunteer fire departments, tribal partners, and state and federal agencies.

Critical elements of the CWPP will include:

- An assessment of wildfire threats to residences, key infrastructure components and critical facilities, including roads and bridges, the Tribe's water and sewer systems, the Tribe's fiber optic network, and health care facilities, and recommendations for protection strategies.
- An analysis of the likely severity of a wildfire incident, i.e. magnitude or potential intensity and duration, including speed of onset, and loss estimates for likely wildfire scenarios for all residential, commercial, and industrial governmental buildings within the hazard area.
- Guidance with respect to coordination of different aspects of wildfire responses including but not limited to, incident command protocols, coordination efforts between different agencies, and providing safety directions to the general public.
- An assessment of the probable impacts of climate change, and development of revision language, as applicable, for the Fire section of the Tribe's Climate Change Plan.
- A detailed report with wildfire risk analyses, threat assessments, and actionable mitigation recommendations.
- GIS databases and maps compatible with the Tribe's Information and Technology systems.
- A robust, consensus-based public involvement process designed to incorporate community values, define priorities, and build sustained local commitment to wildfire resilience.

The Tribe's intent is to retain a consulting firm with the qualifications and staff resources necessary to develop a CWPP that incorporates the foregoing elements. It is anticipated that this RFP will result in a single contract being awarded to a consulting firm or team 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 consulting firm or team submitting the successful bid 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.

**The Tribe's budget for this project is approximately \$145,000.00. The Community Wildfire Protection Plan (CWPP) shall be completed within eighteen (18) months following the execution of a contract between the Tribe and the selected consultant. The project shall be completed in phases, pursuant to a work plan that generally aligns with the Quarter-based schedule outlining key milestones and deliverables, set forth in Section 5 (Scope of Work) of this RFP. Regular updates to the work plan will be required if adjustments are needed during the course of the project.**

This RFP does not commit the Tribe to accept any proposal submitted. The Tribe reserves without limitation the right to reject any or all bids; the right to accept or reject any or all items in any proposal; and the right to accept or reject all incomplete, nonconforming, nonresponsive, unbalanced, obscure, or conditional bids, or bids which contain additions not called for, erasures, alterations, or irregularities of any kind, or which do not comply with the instructions to bidders set forth throughout this RFP. 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 work, and other relevant details and to accept the proposal most advantageous to, and in the best interest 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 “proposer,” “vendor,” “bidder,” “respondent”, “consultant” and “consulting firm” 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 and amendments thereto.

### 3. RFP ADMINISTRATIVE PROCEDURES

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**3.1 RFP CONTACT/CONTRACT ADMINISTRATOR.** The individual named below is the Tribe’s Contract Administrator who will be responsible for administration of the Consulting Contract entered into by and between the successful bidder 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. 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, 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:	MELINDA YOUNG, DIRECTOR LDF Tribal Natural Resource Department P.O. Box 67 1095 Old Abe Road Lac du Flambeau, WI 54538 Email: melinda.young@ldftribe.com
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**3.2 RFP TIMETABLE.** The dates set forth are subject to change, in the sole discretion of the Tribe:

<b>EVENT</b>	<b>DATE</b>
RFP Issued	<b>On or Before May 18, 2026</b>
Proposals/Bids Due	<b>4:00 P.M., Local Time, June 29, 2026</b>
Notice of Award Issued	<b>To Be Announced</b>
Begin Contract Performance	<b>As Soon As Possible</b>
Project Completion	<b>Within 18 Months of Contract Execution</b>

**3.3 DUTY TO EXAMINE IMPACTED AREA.** It is the responsibility of each bidder to familiarize themselves with the geography, terrain, forests, infrastructure, residential areas, etc., of the Tribe’s Reservation to the extent the bidder deems necessary for proposal preparation. Any bidder wishing to enter upon Tribal lands for such purposes shall contact the Contract Administrator to gain access.

**3.4 DUTY TO EXAMINE RFP.** It is the responsibility of each bidder to examine the entire RFP, including all addenda, seek clarification in writing, 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.

**3.5 INQUIRIES REGARDING RFP.** 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 physical address

or email address noted above. Verbal inquiries will not be accepted.

- 3.6 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 had by and between the parties, related to the subject matter of this RFP.
- 3.7 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 posted on the Tribe's website. All submitted proposals/bids must include acknowledgment of the addenda.
- 3.8 SUBMISSION OF PROPOSAL.** *Every proposal submitted must include an original with an example of a Feasibility Study Report previously prepared by bidder, 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), Monday, June 29, 2026. 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: "REQUEST FOR PROPOSAL FOR COMMUNITY WILDFIRE PROTECTION PLAN." Please also include firm/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.*
- 3.9 REJECTION OF PROPOSALS.** Notwithstanding any other provision of this RFP, at any time prior to execution of the written Consulting 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 interest of the Tribe, in the Tribe's sole discretion.
- 3.10 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 vendor related to this RFP.
- 3.11 OPENING OF PROPOSALS.** The proposals will be opened during a Bid Opening on Tuesday, June 30, 2026 at 9:00 A.M. (local time) or as soon thereafter as practicable.
- 3.12 PROPOSALS PROPERTY OF THE TRIBE.** All proposals become the property of the Tribe and shall not be returned to the bidder submitting the 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.
- 3.13 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.
- 3.14 BIDDER'S REPRESENTATIONS.**
- 3.14.1** By submitting a bid, bidder certifies that bidder is authorized to conduct business in the State of Wisconsin.
- 3.14.2** By submitting a 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.

**3.14.3** By submitting a bid, bidder agrees that, if awarded a contract, bidder's work shall be completed in a high quality, professional manner and shall conform to such recognized high professional standards as are prevalent in this field of endeavor.

**3.14.4** 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, 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.

**3.15 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.

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

**3.16.1** 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 Bidding Firm.
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.

**3.16.2** 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.

**3.17 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.

**3.18 AWARD, NOTIFICATION AND PERIOD OF PERFORMANCE.**

**3.18.1** 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 Contract to the responsible vendor submitting the bid/proposal that the Tribe deems most advantageous to the Tribe, and most in line with the Tribe's project goals. The Tribe reserves the right to either award a contract without further negotiations with the successful bidder or to negotiate contract terms with the successful bidder if in the best interests of the Tribe. The Tribe may select a Consultant 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.

- 3.18.2** 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 bidder to provide the services described in this solicitation, any legal rights and obligations between the successful bidder, 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.
- 3.18.3** 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.
- 3.18.4** The successful bidder 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 shall be completed not more than twenty (20) days from date of award notification.
- 3.18.5** Performance will begin immediately following execution of a contract and shall continue until the termination of the construction warranty period provided by the construction contractor.

#### **4. QUALIFICATIONS**

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- 4.1** Proposers should demonstrate the technical expertise, experience, and collaborative approach necessary to deliver a high-quality CWPP. Experience in wildfire risk assessment, fuels mapping, GIS analysis, public engagement, and federal grant-funded planning projects is required.
- 4.2** Familiarity with the wildfire ecology, fuel types, and fire behavior dynamics specific to Northern Wisconsin ecosystems and an understanding of Tribal, state, and federal regulations governing wildfire mitigation, land use planning, and emergency management are strongly preferred.
- 4.3** The work contemplated is professional in nature. It is understood that the Consultant, acting as an individual, corporation, or other legal entity, is of a professional status, and authorized to perform the necessary professional services in the State of Wisconsin, and shall be governed by the professional ethics of said profession in its relationship with the Tribe.
- 4.4** The Consultant shall have strong verbal, written, computer, technical communication and presentation skills and proven ability to complete projects according to outlined scope, budget and timeline.
- 4.5** The Consultant shall possess the ability to assign adequate staffing and resources to the Project, through the duration of Project.
- 4.6** The Consultant shall, preferably, have experience in working with indigenous groups, tribes and/or tribal enterprises.
- 4.7** The Consultant shall, preferably, have experience in working with elder care facilities.

## 5. SCOPE OF SERVICES

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- 5.1 SUMMARY OF SERVICES.** The Consultant shall prepare a comprehensive, Reservation-wide Community Wildfire Protection Plan that meets or exceeds USDA requirements and best practices. The CWPP shall reflect the unique landscapes, community, and wildfire challenges within the Reservation. In addition, it shall; strengthen interagency coordination and provide actionable steps toward reducing wildfire risk. Suggestions for improvement or innovation within the Scope of Work are welcome and should be clearly explained in the submitter's proposal. The final CWPP shall be user-friendly, data-supported, and implementation-ready, ensuring that the Tribe and its partners can effectively reduce wildfire hazards, enhance preparedness, and support long-term resilience.
- 5.2 KEY PROJECT COMPONENTS AND DELIVERABLES.** The CWPP shall include, but shall not be limited to, the following components:
- 5.2.1 RISK ASSESSMENT AND MAPPING.** The Consultant shall conduct a comprehensive wildfire risk assessment to establish a factual foundation for the CWPP. This assessment must be spatially driven and usable for operational, planning, and policy purposes. The Consultant shall deliver data-driven, spatial wildfire risk assessment with both technical and public-facing products. The assessment must include the following:
- 5.2.1.1 Hazardous Fuels Mapping:** Identify priority fuels contributing to wildfire risk and highlight areas for treatment.
  - 5.2.1.2 Fire Behavior Modeling:** Use IFTDSS (Interagency Fuel Treatment Decision Support System) or an equivalent nationally recognized tool to simulate fire spread potential, flame length, and rate of spread under varying fuel, weather, and topographic conditions. Modeling outputs shall directly support WUI delineation (as applicable to the Reservation), fuels treatment prioritization, and evacuation planning.
  - 5.2.1.3 Relevant Historical Data:** Wildfire History Mapping to show past incidents and trends.
  - 5.2.1.4 Evacuation Constraints and Mapping:** Analyze and identify transportation systems, bridges, and roadways and develop comprehensive evacuation routing and mapping across all populated areas.
  - 5.2.1.5 Firefighting Constraints:** Analyze and identify strengths, deficiencies and constraints insofar as the Tribe's abilities to respond to and combat a wildfire are concerned, including, but not limited to, manpower, training, equipment, public alarm/notification system, and preparedness.
  - 5.2.1.6 Water Supply Gap Analysis:** Evaluate fire suppression water sources across the Reservation and identify gaps.
  - 5.2.1.7 Critical Infrastructure & Lifelines Assessment and Mapping:** Assess vulnerabilities of and potential impact to power, sewer and water, communications, health/medical, transportation, and safety/security.
  - 5.2.1.8 Zoning and Subdivision Planning Review:** Review current land use policies and applicable zoning ordinances for wildfire resilience and provide recommendations. Examples include defensible space standards, ingress/egress requirements, water supply integration, and NFPA-aligned roofing and building material recommendations.
  - 5.2.1.9 Climate Change Assessment:** Assess the probable impacts of climate change, and develop appropriate revisions to the Fire section of the Tribe's Climate Change Plan.
  - 5.2.1.10 GIS Deliverables:** Provide shapefiles, ESRI geodatabase, and metadata with symbology,

plus final PDFs for public and official use. This includes the purchase of all applicable subscriptions and licenses, necessary for development and delivery of products.

**5.2.2 MITIGATION AND PUBLIC EDUCATION.** The Consultant shall develop recommendations that not only identify risks but also provide actionable solutions. These will include:

**5.2.2.1** A prioritized list of hazardous fuels mitigation projects, with strategies such as mechanical thinning, prescribed fire, and defensible space.

**5.2.2.2** Recommendations for Firewise USA® programs and ignition-resistant construction practices.

**5.2.2.3** Incorporation of evacuation education materials (such as *Ready, Set, Go!*) tailored to the Reservation (and surrounding area as applicable).

**5.2.2.4** Development of a public education strategy, including outreach to vulnerable populations (elderly, disabled, no-vehicle households).

**5.2.2.5** Zoning and land use restriction recommendations to support wildfire-safe development, with template ordinance language the Tribe may adopt.

**5.2.2.6** Recommendations for training opportunities and strategies for key personnel.

**5.2.3 PUBLIC AND STAKEHOLDER ENGAGEMENT.** The success of the CWPP will depend on transparent collaboration. The Consultant shall:

**5.2.3.1** Prepare and deliver all presentations, maps, technical content, and supporting materials for engagement activities, while the Tribe provides logistical support (venue arrangements, scheduling, notifications).

**5.2.3.2** Conduct at least three meetings with the Tribal Workgroup (which shall include Tribal Natural Resource Dept. personnel, the Tribal Emergency Management Director, and other key individuals) assigned to the project; at least one meeting with entities who respond to situations within reservation boundaries and/or with whom the Tribe has entered into an MOU or other collaborative agreement, including but not limited to the BIA, the Town of Lac du Flambeau, WDNR, Vilas County, and Iron County; and at least two public meetings. As agreed between the Tribe and the Consultant, some of the meetings may offer a virtual participation option.

**5.2.3.3** Potentially participate as a guest during a talk show on the Tribe's radio station, to provide public information regarding the purpose and importance of a CWPP, as well as the need for public input.

**5.2.3.4** Provide accessible outreach materials (brochures, fact sheets, handouts) to support education and participation.

**5.2.3.5** Document all engagement through agendas, attendance logs, summaries, and a final *Engagement Appendix* to the CWPP.

**5.2.4 DELIVERABLES.** At a minimum, the Consultant shall deliver:

**5.2.4.1** Draft and Final CWPP (PDF + editable Word).

**5.2.4.2** Executive Summary for decision-makers.

**5.2.4.3** Mapping utilizing software/programs acceptable to the Tribe, including layered maps (wildland/population area interface delineation, treatments, wildfire history, water supply gaps,

evacuation routes), including all applicable subscriptions and licenses necessary for delivery of products.

**5.2.4.4** GIS data (shapefiles, geodatabases, metadata, PDFs).

**5.2.4.5** Identify priority mitigation projects that reduce wildfire risk to life, property, and critical infrastructure.

**5.2.4.6** Implementation Roadmap with funding pathways, partner roles, and near/mid/long-term projects.

**5.2.4.7** Monitoring & Evaluation Framework with retreatment schedules (1, 3, 5 years) and metrics for review.

**5.2.4.8** Public-facing brochures and fact sheets for residents.

**5.2.4.9** Recommendations for appropriate revisions to the Tribe’s Hazard Plan and Climate Change Plan, relative to the CWPP.

**5.2.4.10** Recommendations for information to be included on the Tribal website.

**5.3 SCHEDULE OF SERVICES.** The project must be completed within 18 months of contract execution. The Consultant shall develop a detailed work plan at the commencement of the project, which shall generally follow this quarter-based schedule:

<b>Quarter/ Milestone</b>	<b>Description</b>	<b>Target Completion</b>	<b>Responsible Party</b>
Q1 - Initiation	Kickoff meeting, data collection, stakeholder notifications, mapping initiation.	End of Q1	Consultant and Tribal Work Group
Q2 - Development	Community stakeholder meetings, mapping progress, preliminary data analysis, update milestone progress.	End of Q2	Consultant and Tribal Work Group
Q3 - Draft and Outreach	Prepare draft CWPP, conduct public outreach campaign, stakeholder review, presentation to LDF Tribal Council.	End of Q3	Consultant and Tribal Work Group
Q4 - Finalization	Finalize CWPP, deliver GIS and map products, conduct closeout meeting, complete grant reporting.	End of Q4	Consultant, Tribal Work Group, Planning Dept. and Grant Accountant

**5.4 OWNERSHIP OF DATA.** All GIS data, StoryMaps, maps, and digital products developed under pursuant to this RFP and/or the contract between the Tribe and the selected Contractor will become the exclusive property of the Tribe upon project completion. The Consultant shall provide editable GIS files, project metadata, and any required licensing or transfer documentation at no additional cost.

**6. CONTENT AND FORMAT OF PROPOSAL**

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**6.1 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.

- 6.2 FORMAT.** Proposals shall be prepared on 8.5" x 11" paper, single sided. A proposal submission must include an original and five (5) copies, an example of a Feasibility Study Report previously prepared by the bidder and an electronic copy of the proposal on flash drive, including all attachments.
- 6.3 RESPONSE TO INQUIRIES.** Each proposal shall respond completely and accurately to the following questions and requests for information:
- 6.3.1** Please 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.
  - 6.3.2** 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. State the location of the office from which the work will be done and describe the range of services provided by the local office.
  - 6.3.3** Please describe bidder's experience in developing Community Wildfire Protection Plans. **PROVIDE A COPY OF A CWPP PREVIOUSLY PREPARED BY BIDDER.**
  - 6.3.4** Describe bidder's approach to accomplishing the Scope of Services as described in **Section 5** of this RFP, including, but not limited to, methodology to be applied and how bidder will meet the needs of the Tribe with respect to this Project. **In addition, set forth the timeline in which you will complete the required services if a modification to the Schedule of Services set forth in Section 5 is proposed.**
  - 6.3.5** Explain how bidder meets the qualifications set forth in **Section 4** of this RFP.
  - 6.3.6** Describe, in sufficient detail, the firm's affiliation or work with any federally recognized Indian Tribes.
  - 6.3.7** Describe, in sufficient detail, the firm's affiliation or work with any governmental agencies and/or municipalities located in Wisconsin.
  - 6.3.8** Provide a minimum of three (3) references who may be contacted by the Tribe. For each reference, include the name, address, email address and telephone number of the point of contact.
  - 6.3.9** Describe the liability insurance coverage carried by your firm.
  - 6.3.10** If any of the following has occurred with respect to bidder, please describe in detail the circumstances for each occurrence:
    - 6.3.10.1** Failure to enter into a contract after having been selected as the successful bidder.
    - 6.3.10.2** Withdrawal of a proposal on any project as the result of an error.
    - 6.3.10.3** Termination of or failure to complete a contract.
    - 6.3.10.4** Involvement in litigation, arbitration, or mediation on any contract.
    - 6.3.10.5** Knowing concealment of any deficiency in the performance of a contract.
    - 6.3.10.6** Submission of a fraudulent or incorrect invoice relating to a contract.
    - 6.3.10.7** Violation of applicable rules, laws, or regulations relating to any contract or project.
    - 6.3.10.8** Debarment from bidding or performing public works projects.
  - 6.3.11** Disclose any existing or potential conflict of interest relative to the performance of services required by any contract resulting from this RFP.
  - 6.3.12** The submission of additional pertinent information beyond the requirements of this RFP, is acceptable.

- 6.4 FEE PROPOSAL.** Provide a fee proposal relative to the services described in Section 5 of this RFP. The fee should be a fixed (NOT TO EXCEED) all-inclusive fee to be charged by bidder for provision of the services set forth in Section 5. The fee should include and account for, but need not delineate, all labor, travel expenses, fringe benefits, insurance, overhead, profit, costs and expenses that the firm will incur in providing the services. Set forth the charge associated with each Phase of the Project. Set forth bidder's preferred payment schedule.
- 6.5 ACCEPTANCE OF AND EXCEPTIONS TO TERMS AND CONDITIONS.**
- 6.5.1** Subject to subsection 6.5.2, next, by submitting a proposal, bidder signifies that bidder acknowledges, accepts and agrees to all terms, conditions and provisions set forth in this RFP.
- 6.5.2** If the bidder objects to any term, condition or provision contained in this RFP it shall note an exception to such term(s), condition(s) or provision(s) in a clearly identified separate section of the bidder's proposal. The bidder shall clearly refer to and identify the specific sections and paragraphs excepted and/or not agreed to by the bidder. Any exceptions not clearly identified by the bidder via inclusion in such a separate section shall be without force and effect in any subsequent contract. Any and all exceptions that are contained in a proposal submitted by a bidder in response to this RFP may negatively affect the evaluation of the proposal. A proposal that takes exception to any material requirement of the RFP may be rejected.
- 6.6 EVIDENCE OF INTENT TO BE BOUND.** Bidder agrees that bidder's submission of a proposal signifies the bidder's intent to be bound by the proposal submitted by the bidder and the terms of this RFP and that the information provided by bidder is true, accurate and complete.

## **7. GENERAL REQUIREMENTS**

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### **7.1 PAYMENT AND SUBMISSION OF INVOICES.**

- 7.1.1** Payment for work performed/services provided by the Consultant shall not exceed the fixed price set forth in bidder's proposal, or such other fee as shall be agreed upon by the Parties in writing.
- 7.1.2** Payment shall be made to the Consultant pursuant to invoices. Invoices must contain a description of services performed and the total cost thereof.
- 7.1.3** Invoices will not be accepted on more frequent intervals than once per month.

### **7.2 INDEMNIFICATION, HOLD HARMLESS AND ASSUMPTION OF RISK.**

- 7.2.1** By submitting a Proposal, the successful bidder (Consultant) agrees that Consultant shall perform all services for the Tribe at the Consultant's own risk, and the Consultant shall take all precautions necessary to protect the Consultant's person and property, and that of Consultant's employees and agents and assigns. The Consultant shall assume all liability for personal injury to Consultant and/or employees or agents of Consultant, occurring during the performance of Consultant's services.
- 7.2.2** The successful bidder (Consultant), on behalf of Consultant and Consultant's agents, employees, heirs, assigns, personal representative and estate, shall agree to indemnify, defend, and hold harmless the Tribe and the Tribe's elected and appointed officials, employees, agents, representatives 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 or damage 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 any contract by and between the Tribe and the Consultant. 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. The foregoing indemnity shall include injury, death or disability of any employee of the Consultant and shall not be limited in any way by an amount or type of damage, compensation, or benefits payable under any applicable workers compensation, disability benefits or other similar employees benefit act. However, this indemnity shall not apply to loss or damage which was caused by the sole negligence or willful misconduct of the Tribe.

### **7.3 INSURANCE.**

**7.3.1** 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:

**7.3.1.1** Professional Liability Insurance: \$1,000,000.00 per claim.

**7.3.1.2** Comprehensive General Liability Coverage: Minimum of \$1,000,000 per occurrence and \$2,000,000 in aggregate for property damage and personal injury.

**7.3.1.3** Automobile Liability: Automobile Liability covering all owned, hired and non-owned vehicles; \$1,000,000 per occurrence for bodily injury and property damage.

**7.3.1.4** Excess/Umbrella Liability Coverage: \$1,000,000.

**7.3.1.5** 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.

**7.3.2** The bidder further certifies that it will maintain this insurance coverage during the entire term of the contract and that all insurance coverage will be provided by reputable insurance companies acceptable to the Tribe.

**7.3.3** The bidder will furnish to the Tribe's Contract Administrator certificates of insurance prior to commencement of work and, upon request, at any time during contract performance.

**7.3.4** The bidder 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.

**7.4 INDEPENDENT CONTRACTOR.** The successful bidder (Consultant) shall, in all matters relating to any contract awarded pursuant to this RFP, be acting as an independent contractor. Neither the Consultant nor any of the Consultant's owners, officers, members, employees or agents will be an agent, joint venturer, partner or employee of the Tribe for any purpose, including, but not limited to, the application of the Federal Insurance Contribution Act, the Social Security Act, the Federal Employment Tax Act, the provisions of the Internal Revenue Code and the State Revenue and Taxation Code relating to income tax withholding at the source of income, Workers' Compensation, Unemployment Compensation, employment-related benefits, and third party liability claims. Nothing contained in the contract shall be construed or interpreted as establishing an employer-employee relationship between the Tribe and the Consultant or any of the Consultant's owners, officers, members, employees or agents. In that the Consultant will be an independent contractor, neither the Consultant nor any of the Consultant's owners, officers, members, or employees shall have any right or claim against the Tribe for vacation pay, sick leave, retirement benefits, social security, workers' compensation, health or disability benefits, unemployment insurance benefits, or employee benefits of any kind. Further, the Tribe shall not be responsible for withholding taxes with respect to the Consultant's compensation for services performed under a contract awarded pursuant to this RFP. The Consultant shall be individually and solely responsible for the timely payment of any and all state, federal, social security and other self-employment taxes that may be owing on amounts paid to the Consultant under said contract. The Consultant will have no authority, actual, apparent, or implied, to bind the Tribe in or to any contract, agreement or indebtedness, and shall not represent itself as the legal representative of the Tribe. The

Consultant shall perform all services under the contract at the Consultant's own risk, and the Consultant shall take all precautions necessary to protect the Consultant's person and property. The Consultant shall assume all liability for personal injury to employees or agents of the Consultant, occurring during the performance of the Consultant/construction management services.

- 7.5 ASSIGNMENT OF CONTRACT AND SUBCONTRACTING.** No contract between the 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 Consultant shall not subcontract any of the work, duties or obligations under the contract by and between the parties 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.
- 7.6 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.
- 7.7 PROPRIETARY INFORMATION CONFIDENTIALITY AGREEMENT.** The Consultant and each of its owners, officers, employees, assignees, subcontractors and agents agree, and shall, if requested by the Tribe, 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 contract between the Consultant firm and the Tribe, other than information (1) 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 (2) which is necessary or appropriate to disclose in order to enable the Consultant to comply with its obligations under the contract between the Consultant and the Tribe. The Consultant shall expressly agree and warrant that, during the term of the contract, and following expiration of the contract or termination of the contract for any reason or for no reason, the Consultant and all of its owners, officers, directors, representatives, employees, assignees, subcontractors and agents will continue to hold confidential all proprietary and confidential information with respect to the Tribe and its members, employees, independent contractors, enterprises 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 or any entity of the Tribe, including information pertaining to the services to be performed by the Consultant; any contract related to the Project; Tribal business operations, government, employees, protocols and policies, financial data, and business and operational data plans and strategies of the Tribe and/or its subsidiaries, information related to staff, patients, or business operations, acquired by the Consultant or any representative thereof during the term of the contract between the Consultant and 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 said 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.
- 7.8 MARKETING PROHIBITION.** The successful bidder/Consultant shall not use the name or logo of, or refer to, the Lac du Flambeau Band of Lake Superior Chippewa Indians or any subsidiary or entity thereof, in any marketing activity, nor will the Consultant use said names or references thereto in any endorsement of its firm, company, product, or service, without the written consent of the Tribal President or Tribal HHS Administrator.
- 7.9 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 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 Consultant and the Tribe shall be the Lac du Flambeau Band of Lake Superior Chippewa Tribal Court.

**7.10 SOVEREIGN IMMUNITY.** The successful bidder/Consultant acknowledges that the Lac du Flambeau Band of Lake Superior Chippewa Indians does not waive its Sovereign Immunity.