

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



REQUEST FOR PROPOSALS
for
EMPLOYEE BENEFITS CONSULTING SERVICES

RFP NO. 21-LDF-155

1. PURPOSE

A federally recognized Indian Tribe, the Lac du Flambeau Band of Lake Superior Chippewa (hereinafter referred to as the Tribe) 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. 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 various Tribal enterprises, the Tribe employs a full measure of employees in its various agencies and departments, from Tribal Road Department workers to Tribal Police Department personnel to Indian Child Welfare Department employees to Tribal Administration and support staff. Together, the Tribe and its various enterprises employ nearly 1,000 individuals. The Tribe provides a complete benefits package to its employees, including medical, prescription drug, dental, vision, and life insurance.

The purpose of this Request for Proposals (RFP) is to solicit bid proposals from qualified individuals and/or firms for the provision of high quality employee benefits consulting services. It is the goal and objective of the Tribe that said services shall enhance the employee benefits provided by the Tribe, and thus the Tribe's competitiveness as an employer, in a manner consistent with the Tribe's fiscal responsibilities and budgetary constraints.

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. **The term of the contract shall be two years, with the possibility of up to two (2) one-year renewals.** 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

2.1 RFP CONTACT/CONTRACT ADMINISTRATOR. The individual named below is the Tribe's Contract Administrator who will be responsible for administration of the 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:

JOLENE COBB-WAYLAND
LDF Human Resources Director
P.O. Box 67
Lac du Flambeau, WI 54538
Phone: 715-588-4265
Email: JCobb@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	On or before November 1, 2021
Proposals/Bids Due	1:00 P.M. CDT, Monday, December 13, 2021
Notice of Award Issued	TBA
Begin Contract Performance	January 1, 2022

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 1:00 P.M. (local time), Monday, December 13, 2021.** 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 EMPLOYEE BENEFITS CONSULTING SERVICES." 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 December 13, 2021 at 2:00 P.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

- 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** Provide an executive summary relative to your firm. Describe the firm, including size, organization, and location of offices expected to provide services to the Tribe.
 - 3.3.3** Identify the primary service personnel that will be assigned to the Tribe's account; include names and qualifications and duties to be performed by the identified individuals.
 - 3.3.4** Identify all Third Party Administrator firms or individuals with which your firm has any affiliation, has ever worked with, or whose services your firm has ever reviewed or evaluated for any purpose.
 - 3.3.5** Describe your firm's connections to Indian Country, including ownership, key agents and current clients.
 - 3.3.6** Describe any additional applicable background with regard to Indian Law, Federal Tort Claims Act, Tribal Attorney contacts or utilization, current or pending legislation, association membership or affiliations, etc.
 - 3.3.7** Describe the experience of your firm in providing the requested services, including experience in providing those services to Native American Tribes.
 - 3.3.8** Describe what makes your firm uniquely qualified to provide the requested services to the Tribe.
 - 3.3.9** Describe your firm's access to legal counsel for the benefit of its clients, i.e does the firm have in-house legal advisors or outside counsel, who provide guidance to the firm and its clients?
 - 3.3.10** Describe your firm's planned approach to supporting the Tribe's employee benefit program throughout the plan year.
 - 3.3.11** Describe how your firm supports its clients in ensuring that their employee benefits programs remain compliant with applicable federal and state laws.
 - 3.3.12** Describe how your firm assists clients with HIPAA compliance.
 - 3.3.13** What education programs/training/communication does your firm offer or refer to your clients for the purpose of supporting their ongoing professional development and expanding their knowledge of insurance, risk management, and claims administration in general and specifically within Gaming and Indian Country?
 - 3.3.14** Describe any programs that the firm provides to its clients to foster employee wellness.
 - 3.3.15** Describe your firm's standard package of employee communications services.
 - 3.3.16** State whether, during the preceding three-year period, your firm terminated a consulting services

contract prior to the expiration of the stated contract term or had a contract terminated by the other party prior to its stated term; provide all such contracts; provide a description of the facts and circumstances of each termination; provide the name, address, and telephone number(s) of a contact person for the entity with whom bidder had the contract.

3.3.17 In the event bidder's proposal constitutes the successful bid, explain the bidder's expectations of the Tribe during the transition/implementation phase, and on a continuing basis.

3.3.18 List three (3) entities to which bidder has provided employee benefits consulting services or similar services in the past 24 months. For each entity, include the number of employees, the number and type of benefit plans, and the length of the servicing relationship. 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.

3.3.19 Provide evidence of Errors and Omissions insurance coverage of not less than \$1,000,000.

3.3.20 The submission of additional pertinent information beyond the requirements of this RFP is acceptable.

3.4 FEE. 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. The fee proposal should be based on the prospect that the Consultant may be engaged for an initial term of two (2) years with the possibility of up to two (2) consecutive one-year renewal terms, terminable at the desire of either party with 90 days notice.

3.4.1 Describe how bidder's firm would like to be compensated for its services.

3.4.2 Based on the information provided and the services requested, set forth bidder's proposed annual fee. Clearly indicate any services that will be provided for an additional fee, beyond those services to be provided for the proposed annual fee.

4. SCOPE OF SERVICES

The Consultant must perform the full range of services related to consultation with the Tribe regarding its employee benefits, including, but not limited to, group medical, pharmacy, dental, life, vision, and voluntary insurance. All services must be performed in compliance with applicable state and federal laws and regulations and Tribal ordinances. Specific responsibilities include, but are not limited to:

4.1 Review benefit plan documents, including summary plan description, contracts, employee summaries, and policies/procedures. Monitor ongoing contracts. Conduct periodic evaluation of internal plan enrollment and benefit termination processes.

4.2 Work with Human Resources and Employee Benefits staff relative to procuring employee benefits. Prepare Requests for Proposals and bid specifications. Identify appropriate markets. Analyze proposals submitted. Make recommendations and assist in negotiation of contracts.

4.3 Assist with annual renewal of all insurance products. Conduct analysis and market research for renewal considerations. Review renewal proposals. Perform annual review and consultation related to plan designs of Employee Insurance Programs including utilization, access and cost impact on medical, dental and vision insurance. Make recommendations for changes to benefit offerings for all insurance plans based on state and national market, expert knowledge, and financial constraints of the Tribe. Create financial modeling reports. Conduct employee contribution analysis and create employee contribution modeling reports. Review identified benchmarks of projected plan costs. Assist with budget projections. Prepare and communicate recommendations.

- 4.4 Evaluate plan design to assist with compliance with applicable state and federal laws and regulations. Provide general information and guidance to assist with compliance with ERISA, USERRA, Medicare Part D and other Federal legislation that directly affects the administration of plan benefits. Assist with review and evaluation of COBRA and HIPAA compliance procedures.
- 4.5 Assist with implications of the Health Care Reform Act and provide updates on changes that could impact the Tribe as an employer and provider of employee benefits.
- 4.6 If requested, assist with Purchased Referred Care, formerly known as Contract Health Services, to analyze and recommend ways to take advantage of Medicare-Like Rates and incorporate the Tribe's proprietary process into the employee health plan for Tribal members.
- 4.7 Provide template or sample compliance notices, certificates of creditable coverage and enrollment forms as reasonably requested by the Tribe. Assist with the drafting and distribution of Open Enrollment-New Member Orientation summary information and any other communications pertaining to the health and wellness employee benefit program.
- 4.8 Conduct market benchmarking studies, including local surveys and industry surveys.
- 4.9 Perform research and provide responses to technical questions posed by the Tribe. Provide consultation on matters including, but not limited to, plan interpretation and problem resolution.
- 4.10 Develop executive summaries to provide information for long-term guidance.
- 4.11 Provide quarterly benefits newsletter via email. Assist in employee communication. Conduct periodic seminars and/or webinars regarding relevant issues. If requested, assist with the drafting and distribution of participant Satisfaction Surveys. If requested, assist with employee meetings to introduce plan changes and/or additions.
- 4.12 Help identify opportunities for streamlining and improving administration procedures.
- 4.13 Provide one contact person to be available to answer questions and resolve issues within a reasonable turn-around time, preferably one business day, and one backup person that is available to assist if the assigned contact person is unavailable.

5. REQUIREMENTS

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 the Lake of the Torches Resort and Casino 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 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.
- 5.5 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. 2 CFR 180, OMB 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.
- 5.6 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.
- 5.7 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.

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