

Confederated Tribes of the Colville Reservation

P.O. Box 150, Nespelem, WA 99155 (509) 634-2277

Request for Proposals: HR-Accounting Modernization

Table of Contents

Table of Contents	1
SECTION 1. GENERAL INFORMATION	3
1.01 Significant Dates	3
1.02 Description of Proposals Sought:	3
1.03 About the Colville Tribes:	3
1.04 Response Format:	3
1.05 Completeness of Proposal	3
1.06 Response Date and Location	3
1.07 Firm's Cost to Develop Proposals	4
1.08 Site Visitations	4
SECTION 2. TERMS AND CONDITIONS	4
2.01 Questions Regarding the RFP.....	4
2.02 RFP Amendments.....	4
2.03 Withdrawal of Proposal.....	4
2.04 Rejection of Proposals.....	4
2.05 Proposal Validity Period.....	4
2.06 Proposal Signatures	5
2.07 Insurance Requirements	5
2.08 Ownership of Documents	5
2.09 Hold Harmless.....	6
2.10 Limitations on Costs and Expenses	6
2.11. Dispute Resolution and Venue	6
2.12. Appropriated Funds	6
2.13. Indian Preference.....	6
2.14. Debarment	6

SECTION 3. REQUESTED SERVICES	6
3.01 Duration of Services	6
3.02 Scope of Work.....	6
3.021 Project Title.....	6
3.022 Project Summary	6
3.023 Objectives	7
3.024 Requirements	7
3.03 Required Information	7
SECTION 4. PROPOSAL EVALUATION	9
4.01 Evaluation Procedures	9
4.02 Scoring and Evaluation Factors	9
4.03 Final Selection.....	9
4.04 Contract Award and Execution.....	9
ATTACHMENT A: PROPOSAL COVER PAGE	11
ATTACHMENT B:	12
CERTIFICATION REGARDING DEBARMENT, SUSPENSION, PROPOSED DEBARMENT, AND OTHER RESPONSIBILITY MATTERS.	12
ATTACHMENT C:	13
CLIENT REFERENCES (Include additional pages if desired)	13
ATTACHMENT D:	14
Human Resources Work Flow Diagrams Recruiting 1 / 2	14
Recruiting 2 / 2.....	15
Onboarding	16
Leave Administration.....	17
ATTACHMENT E: TRIBES NDA	18

SECTION 1. GENERAL INFORMATION

1.01 Significant Dates

Posted Date:9/17/18
Deadline for Questions:10/10/18 (last emailed clarification request accepted)
Answers Posted daily:Once per day until 10/10/18
Closing Date and Time:10/17/18 4:00pm PST
RFP Awarded/Announced.....11/20/18

1.02 Description of Proposals Sought:

The Confederated Tribes of the Colville Reservation (TRIBES) seeks proposals from qualified entities (“Firms” or “Offerors”) to provide implementation of a hosted SaaS HCM application.

1.03 About the Colville Tribes:

The Confederated Tribes of the Colville Reservation is a Sovereign Nation. Presidential Executive Order established the Colville Indian Reservation in 1872, with a land base of 1.4 million acres, located in North Central Washington State. The Tribes’ Indian Country now includes various off-reservation trust land holdings. The Tribes’ administrative Headquarters are located at the Colville Indian Agency Campus, approximately 2 miles south of Nespelem, WA with offices located throughout our reservation. Tribal business hours are Monday thru Friday 7:30 and 4:00 p.m. excluding Saturdays, Sundays, Tribal and Federal holidays.

1.04 Response Format:

Proposals should be prepared simply, providing a straightforward and concise delineation of the Firm’s approach and capabilities necessary to satisfy the criteria listed in Section 3. The proposal may not be longer than 60 pages, single-spaced with no less than 12-point font. Emphasis in the proposals should be on completeness, clarity of content, and adherence to the presentation structure required by this RFP. Firms that deviate from the required format may be deemed non-responsive.

1.05 Completeness of Proposal

The Firm must submit a completed Proposal signed by a Firm representative authorized to bind the proposing firm contractually. The Firm must identify on the form any exceptions the Firm takes to the Tribes RFP or declare that there are no exceptions taken.

1.06 Response Date and Location

Proposals must be submitted no later than October 17th, 2018 at 4:00 pm PST. For hard copy submissions, Firms/Offerors must submit 1 original and 3 bound copies of the proposal no more than 60 pages long, single-spaced, in a font no smaller than 12 point, accompanied by visual aids as needed. All proposal material is to be included in electronic format within a flash media device (thumb drive, etc.) attached to the proposal. Proposals shall be submitted in a sealed envelope that has clear markings of the responding business name and address and clearly identifies the contents as **(HR-Accounting Modernization: Vendor Name)**. Proposals may be sent by electronic mail, regular, or express mail (FedEx or UPS). All proposals need to include the electronic version of the *Functional Technical Requirements, Vendor Support Information.xlsx* workbook).

All proposals and accompanying documentation will become the property of the Tribes and will not be returned. Firms accept all risk of late delivery of emailed proposal regardless of fault. Proposals

must be directed to:

Emailed proposals should be sent to sanjay.saggere.itd@colvilletribes.com.

USPS: Sanjay Saggere, Chief Information Officer, P.O. Box 150, Nespelem, WA 99155.

Carrier: Sanjay Saggere, Chief Information Officer, 21 Colville St, Nespelem, WA 99155

1.07 Firm's Cost to Develop Proposals

Costs for developing proposals in response to the RFP are entirely the obligation of the Firm and are not be chargeable in any manner to the Tribes—no exceptions.

1.08 Site Visitations

A site visit is not required. By submitting his/her proposal, the Firm acknowledges that he/she has satisfied him/herself as to the nature of the work requested.

SECTION 2. TERMS AND CONDITIONS

2.01 Questions Regarding the RFP

Requests for interpretation/clarification of this RFP must be emailed to Sanjay Saggere, Chief Information Officer (sanjay.saggere.itd@colvilletribes.com) and/or designee. Please insure the email subject field contains "Question on RFP for HR-Accounting System Modernization: *Vendor Name*"

Unauthorized contact with other tribal employees regarding this RFP may result in disqualification. All oral communications will be considered unofficial and non-binding on the Tribes.

All questions must be submitted via email no later than October 10th, 2018 at 4:00 pm PST. All responses will be posted on the Tribes' web site at: <https://www.colvilletribes.com/rfp> no later than 4:00 p.m. PST, within three business days after receipt of said question(s). Questions posed on or after Wednesday will be available the following Monday.

2.02 RFP Amendments

The Tribes reserves the right to request any respondent clarify its proposal or to supply any additional material deemed necessary to assist in the evaluation of the proposal.

The Tribes reserves the right to change the RFP schedule or issue amendments to the RFP at any time. The Tribes also reserves the right to cancel or reissue the RFP. All such addenda will become part of the RFP. It is the Firm's responsibility to check the Tribes' website (<https://www.colvilletribes.com/rfp/>) for the issuance of any amendments prior to submitting a proposal response.

2.03 Withdrawal of Proposal

Provided notification is received in writing to the address provided in Section 1.06, proposals may be withdrawn at any time prior to the proposal response due date and time specified. Proposals cannot be changed or withdrawn after the time designated for receipt.

2.04 Rejection of Proposals

The Tribes reserves the right to reject any or all proposals, to waive any minor informalities or irregularities contained in any proposal, and to accept any proposal deemed to be in the best interest of the Tribes.

2.05 Proposal Validity Period

Submission of a proposal will signify the Firm's agreement that its proposal and the content thereof are valid for 90 days following the proposal response deadline unless otherwise agreed to in writing

by both parties. The proposal may become part of the Contract negotiated between the Colville Tribes and the successful Firm.

2.06 Proposal Signatures

An authorized representative of the Firm must sign proposals, with the Firm's address and telephone information provided. Unsigned proposals will not be considered.

2.07 Insurance Requirements

The selected Offeror shall procure and maintain for the duration of its Contract awarded pursuant to this RFP insurance against claims for injuries or damages to property, which may arise from or in connection with the performance of the work by the Offeror, his agents, representatives, employees or subcontractors. The Offeror shall pay the cost of such insurance. Insurance shall meet or exceed the following unless otherwise approved by the Colville Tribes.

A. Minimum Insurance

1. Commercial General Liability coverage with limits not less than \$1,000,000 per occurrence / \$2,000,000 annual aggregate.
2. Stop Gap/Employers Liability coverage with limits not less than \$ 1,000,000 per accident/disease.
3. Business Automobile Liability coverage with limits not less than \$1,000,000 per accident for any auto.
4. Worker's Compensation coverage as required by the Industrial Insurance Laws of the State of Washington/

B. Self-Insured Retentions

Self-insured retentions must be declared to and approved in writing by the Colville Tribes.

C. Other Provisions

Commercial General Liability policies shall be endorsed to:

1. Include the Colville Tribes, its officials, employees and volunteers as additional insured.
2. Provide that such insurance shall be primary as respects any insurance or self-insurance maintained by the Colville Tribes.
3. Each insurance policy shall provide that coverage shall not be canceled except after thirty (30) days written notice has been given to the Colville Tribes.

D. Acceptability of Insurers

Insurance shall be placed with insurers with a rating acceptable to the Colville Tribes.

E. Verification of Coverage

Offeror awarded a contract under this RFP shall furnish the Colville Tribes with certificates of insurance required herein. The certificates are to be received and approved by the Colville Tribes before work commences. The Colville Tribes reserves the right to require complete, certified copies of all required insurance policies at any time.

F. Subcontractors

Subcontractors hired pursuant to this RFP must provide coverage, which complies with the requirements state herein.

2.08 Ownership of Documents

Any reports, studies, conclusions, and summaries prepared by the Firm shall become the property of the Tribes. The Tribes may provide the Firm with a limited license to use such material if requested and granted in writing. All other information will be governed by the required Non-Disclosure Agreement as required in Section 3.03 (N) Non-Disclosure Agreement.

2.09 Hold Harmless

The Firm shall hold harmless, defend, and indemnify the Tribes and the Tribes officers, agents, and employees against any liability that may be imposed upon them by reason of the Firm's failure to provide worker's compensation coverage or liability coverage.

2.10 Limitations on Costs and Expenses

The Firm's cost proposal may not include: any costs that can be described as overhead, including secretarial, clerical, or file management work; on-line research services charges (in-house photocopying; unnecessary express mail/overnight courier mailings); or for developing invoices for the Tribes.

2.11. Dispute Resolution and Venue

The Tribes will require the selected Firm to expressly consent to the jurisdiction of the Colville Tribal Court for any and all disputes that may arise from the Tribes engagement of the Firm's services, including the application of tribal law.

2.12. Appropriated Funds

Any contract awarded pursuant to this RFP is subject the Tribes' appropriation and budgetary process, which operates on a fiscal year from October 1 to September 30. Any required payments under the contract are contingent on the availability of funds in the tribal treasury. As funds are appropriated yearly any contract awarded would be for the remainder of the fiscal year, at which time it would be renewable on a yearly basis.

2.13. Indian Preference

Indian preference applies to any award of contract pursuant to this RFP and the Contractor shall comply with all applicable Indian preference requirements set forth in Chapter 10-1, the Colville Tribal Employment Rights Ordinance (TERO), and Chapter 10-3, Indian Preference in Contracting. The tribal code is available at <https://www.cct-cbc.com/current-code/>.

2.14. Debarment

Selected Firm must sign a Certification Regarding Debarment and Suspension (See Attachment B).

SECTION 3. REQUESTED SERVICES

3.01 Duration of Services

The Tribes anticipates the service period for this work to be indeterminate but no less than for one and a half years, and on an as-needed period for the term of the Contract to be issued pursuant to this RFP. However, if the work extends beyond this period, and as stated in Section 2.12, any agreement would be year-to-year and require an agreed-upon modification to the term to continue.

3.02 Scope of Work

It is recommended to review the supplemental information found in Attachment D to gain a deeper understanding of the goals and outcomes for this project.

3.021 Project Title

HR-Accounting Modernization

3.022 Project Summary

The TRIBES desire a hosted, SaaS implementation of an HCM solution. Professional services in the

area of data migration and workflow engineering is desired as well. TRIBES is seeking an application that can provide core HR functions, Recruiting and Onboarding with future expandability to incorporate additional business services, such as Accounting, Timekeeping, etc.

3.023 Objectives

1. Provide a comprehensive SaaS solution to replace Colville Tribes principle Human Resources system with current industry solution.
2. Interact with the Accounting system (Serenic & AS400 for data exchange)
3. Provide security of TRIBES data; both in transit and at rest
4. Provide TRIBES ERP modular options for other business software/SaaS (Accounting, Purchasing, Inventory and Grant Management) units to integrate with this system
5. Provide means to solicit position applications from Internet web pages
6. Optimize TRIBES' HR workflow
7. Provide seamless data flow between the business disciplines and systems

3.024 Requirements

1. Solution to be an Internet based SaaS (Software as a Solution) platform
2. TRIBES' data to be physically located within the continental United States at all time, in all states (production, backup, etc.)
3. Vendor to provide professional services to migrate TRIBES' data into the solution from SQL Server, CSV and AS400 sources
4. Solution to provide ability to securely collect applications, resumes and/or supporting documents from an external Internet page in response to TRIBES' position announcements
5. Solution to allow for customization via front-side graphical features (business rules, etc.) without any need or requirement for database side or "back-end" assistance from either local IT or the vendor
6. All data screens and associated fields are to be strictly controlled by TRIBES' configured access
7. System shall provide a tamper-proof event logging feature that can provide fallback recovery points, which are in turn logged as well
8. At no time shall the function of one business department interrupt or otherwise cause delay or loss of productivity in another department
9. Vendor shall provide copies of physical/logical access policies to TRIBES' data residing on vendor's physical data center(s)
10. Vendor shall provide copy of the vendor's disaster recovery policy and practices
11. Provide no less than two customer references of similar size and scope to TRIBES''s environment (small to medium government, tribal government) that TRIBES' can speak to freely
12. To the greatest extent possible; solution shall offer features in grouped, logical business functions (modules) that can be purchased or accessed on a TRIBES' as- need basis, such as Human Resource, Accounting, Payroll, etc.
13. Vendor shall provide data reflecting customer satisfaction rating.
14. Vendor to provide a break-down of all expected costing worksheet, *Functional Technical Requirements, Vendor Support Information.xlsx* workbook, including both the cost of implementation and eventual operations as part of the proposal.

3.03 Required Information

The Firm's Proposal must include the following:

- A. Title Page. Show Request for Proposal (RFP) subject, name of Firm, address, telephone and

- fax numbers, name of contact person and date of submission. (See Attachment A.)
- B. Executive Summary. A one or two-page summary stating the Firm's understanding of the work to be done and making a positive commitment to perform the work.
 - C. The *Functional Technical Requirements, Vendor Support Information.xlsx* workbook must be completed to the greatest extent possible and included as part of the proposal. Level of completeness shall be an evaluation metric.
 - D. Table of Contents. A clear identification of the material by section and page number.
 - E. Profile of the Firm. Include location of the Firm's office(s), number of partners, associates, and other professional staff. Describe the range of activities performed by your firm.
 - F. Approach. Provide a clear description of the Firm's anticipated approach for providing these services.
 - G. Firm Organization and Management. Show the team proposed for the work identified, including the identification of persons assigned to individual tasks, and, if applicable, the function and responsibilities for major subcontractors.
 - H. Statement of Qualifications.
 - a. Experience of Firm: Provide a statement of the firm's experience in SaaS system integration and implementation, particularly emphasizing its experience in working on these matters with Indian tribes and within Indian Country.
 - b. Experience/Qualifications of Assigned Professionals: Provide resumes for the individuals who would likely be assigned to this work including education, licensing information, background accomplishments, relevant continuing professional education and any other pertinent information for each of the key personnel to work on the project. Offerors must include a statement in the proposal to the effect that "the key personnel assigned to this project as described in this proposal will not be removed from the project without prior approval of the Tribes' Contract Officer Representative."
 - I. Offerors must describe their Company's experience/expertise which is relevant to the proposed work, i.e. SaaS system integration, customer workflow and change management.
 - J. Offerors must provide a detailed description of the process the Offeror will use to fully implement a SaaS system.
 - K. Current Assignments. Provide a statement concerning the firm's ability to devote sufficient time and resources to this type of work in relation to existing or anticipated assignments of the firm.
 - L. Disclosure of Potential Conflicts of Interest. Provide a statement regarding any potential conflict of interest issues the firm might have or encounter in providing these services to the Colville Tribes.
 - M. Detailed Cost Proposal. Provide detailed statement of any and all costs for providing these services on the *Pricing* worksheet of the *Functional Technical Requirements, Vendor Support Information* spreadsheet. This statement must include proposed hourly rates for all persons employed by or contracting with the firm to provide the work described herein, as well as rates for travel and other expenses when travel is necessary.
 - N. Service Level Agreement. Include a signed copy of the Service Level Agreement (SLA) confirming ability to meet the service and support requirements of the Colville Tribes.
 - O. Non-Disclosure Agreement. Include signed copy of the Non-Disclosure Agreement as found in ATTACHMENT E: TRIBES NDA, in confirming understanding of how information gathered and shared will be handled.
 - P. A sample of the expected SaaS implementation service and subscription contract the TRIBES may be expected to sign at the commencement of this project.

SECTION 4. PROPOSAL EVALUATION

4.01 Evaluation Procedures

A Selection Committee will evaluate proposals. The selection will consider how well the Firm's proposal meets the needs of the Tribes as described in the Firm's response to each requirement listed in Section 3.03. In evaluating the proposals, the Tribes will use a criteria evaluation process. Evaluations will be based on criteria as outlined in Section 4.02. All proposals will be evaluated using the same criteria and weighting. Any proposal that does not contain each element described in this RFP, fully completed, initialed or executed, as appropriate, may be judged to be incomplete and may not be considered further.

4.02 Scoring and Evaluation Factors

The evaluation factors reflect a wide range of considerations. While cost is important, other factors are also significant. Consequently, the Tribes may select a contract other than the one providing the lowest cost solution. The objective is to choose the entity capable of providing reliable and effective services within a reasonable budget.

An award will be made to a responsible Indian Offeror if its proposed price is within 10% of the lowest non-Indian Offeror's Proposal Price and the Indian Offeror provides documentation of having the expertise and experience necessary to satisfactorily complete the work required.

Evaluation will be based on the following criteria:

- (1) Responsiveness of the proposal in clearly stating an understanding of the work to be performed. See section 3.03 (0-25)
- (2) Reasonableness of overall time estimates as well as the time estimates for each major section of the work to be performed (0-10)
- (3) Qualifications and experience of Offeror (0-20)
- (4) Size and structure of firm and ability to maintain continuity of work (0-10)
- (5) Qualifications and experience of staff to be assigned. Education, position in the firm, and years and types of experience will be considered (0-10)
- (6) Indian preference (0 – 10) (Section 2.13)
- (7) TERO certification documented & included (0-5)
- (8) Cost (0-10)

Maximum Points: (100)

4.03 Final Selection

The Selection Committee will formulate their recommendation for award of the Contract, which will be forwarded to the Colville Business Council for formal acceptance.

4.04 Contract Award and Execution

The Tribes reserves the right to make an award without further discussion of the proposals submitted. Therefore, proposals should be initially submitted on the most favorable terms the Firm can offer. This should not be interpreted to prohibit either party from proposing additional contract terms and conditions during negotiations of the final document.

The RFP document and the successful Firm's/Offeror's proposal response, as amended by agreement between the Tribes and the Firm/Offeror, including e-mail or written correspondence relative to the RFP, may become part of the Contract between the Tribes and the successful Firm/Offeror. Additionally, the Colville Tribes may verify the Firm's/Offeror's representations appearing in the proposal. Failure of the Firm/Offeror to perform as represented may result in

elimination of the Firm/Offeror from competition or in Contract cancellation or termination. The apparent successful Firm/Offeror will be expected to enter into a contract with the Tribes. If a contract is not entered into with a reasonable time after selecting the proposal, the Tribes may elect to cancel the award or award the Contract to the next highest ranked Offeror. The Tribes shall not be bound or in any way obligated until both parties have executed a contract. No party may incur any chargeable costs prior to the execution of a final contract.

After opening and ranking, an award may be made on the basis of the proposals initially submitted, without discussion, clarification or modification, or, the Tribes may discuss with the selected Firm offers for cost reduction and other elements of the Firm's proposal. If the Tribes determines that it is unable to reach a contract satisfactory to the Tribes with the selected Firm, then the Tribes will terminate discussions with the selected Firm and proceed to the next Firm in order of selection ranking until a contract is reached or the Tribe has rejected all proposals. The Tribes shall not disclose any information derived from the proposals submitted from competing offers in conducting such discussions.

The Tribes reserves the right to award a contract for all or any portion of the requirements proposed by reason of this request, award multiple Contracts, or to reject any and all proposals if deemed to be in the best interests of the Tribes and to re-solicit for proposals, or to reject any and all proposals if deemed to be in the best interests of the Tribes and to temporarily or permanently abandon the procurement.

ATTACHMENT A: PROPOSAL COVER PAGE

Project: HR-Accounting Modernization

Company Name_____

Date_____

Address_____

Contact Person and Title: _____

Telephone Number_____ Fax Number_____

Email address_____

Length of time in business_____

Gross revenue for the prior fiscal year (in US dollars). _____

Total number of similar clients served in similar capacity_____

TOTAL ESTIMATED PRICE OF SERVICES (Data as supplied on the *Functional Technical Requirements, Vendor Support Information* spreadsheet)

Cost of Services (Anticipated Total Hours x Rate) \$_____

Overhead costs (describe) \$_____

Necessary travel \$_____

TERO Fees \$_____

Other (describe) \$_____

Total Price \$_____

Authorized Offeror Signature_____

Telephone_____

Email Address_____

ATTACHMENT B:
CERTIFICATION REGARDING DEBARMENT, SUSPENSION, PROPOSED
DEBARMENT, AND OTHER RESPONSIBILITY MATTERS.

A. The Firm certifies, to the best of its knowledge and belief, that:

1. The Firm/any of its Principals-

(a) Are () are not () presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency or any Tribal Government.

(b) Have () have not (), within a 7 year period preceding this offer, been convicted or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, ore receiving stolen property; and

(c) Are () are not () presently indicted for, or otherwise criminally or civilly charged by a government entity with, commission of any of the offenses enumerated in subdivision (A)(1)(b) above.

(d) The Firm has () has not (), within a 7-year period preceding this offer, had one or more contracts terminated for default by any Federal agency or any Tribal Government.

2. Principals for the purposes of the certification, mean officers; directors, owners, partners, and persons having primary management or supervisory responsibilities within a business entity (e.g. general manager; plant manager, head of a subsidiary, division, or business segment, and similar positions). If this certification concerns a matter within the jurisdiction of an agency of the United States and the making of a false, fictitious, or fraudulent certification may render the maker subject to prosecution under 18 U.S.C. § 1001.

B. The Firm shall provide immediate written notice to the Contract Officer if at any time prior to contract award the Firm learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

C. A certification that any of the items in paragraph (A) of this provision exists will not necessarily result in withholding of an award under this solicitation. However, the certification will be considered in connection with a determination of the Firm's responsibility. Failure of the Firm to furnish a certification or provide such additional information as requested by the Contracting Officer may render the Firm's proposal non-responsive.

D. Nothing contained in the foregoing shall be construed to require establishment of a system or records in order to render, in good faith, the certification required by paragraph (A) of this provision. The knowledge and information of a Firm is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

E. The certification in paragraph (A) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Firm knowingly rendered an erroneous certification, in addition to the remedies available to the Government, the Contracting Officer may terminate the contract resulting from this solicitation for default.

I hereby certify that the information above is true accurate and complete under penalty of fraud.

Authorized Signature

ATTACHMENT C:
CLIENT REFERENCES (Include additional pages if desired)

Client Reference # 1

Name of Entity/Firm: _____

Mailing Address: _____

City/State/Zip Code: _____

Contact Name _____

Title _____

Phone Number _____

Date when work performed: _____

Description of work performed: _____

Client Reference # 2

Name of Entity/Firm: _____

Mailing Address: _____

City/State/Zip Code: _____

Contact Name _____

Title _____

Phone Number _____

Date when work performed: _____

Description of work performed: _____

Client Reference # 3

Name of Entity/Firm: _____

Mailing Address: _____

City/State/Zip Code: _____

Contact Name _____

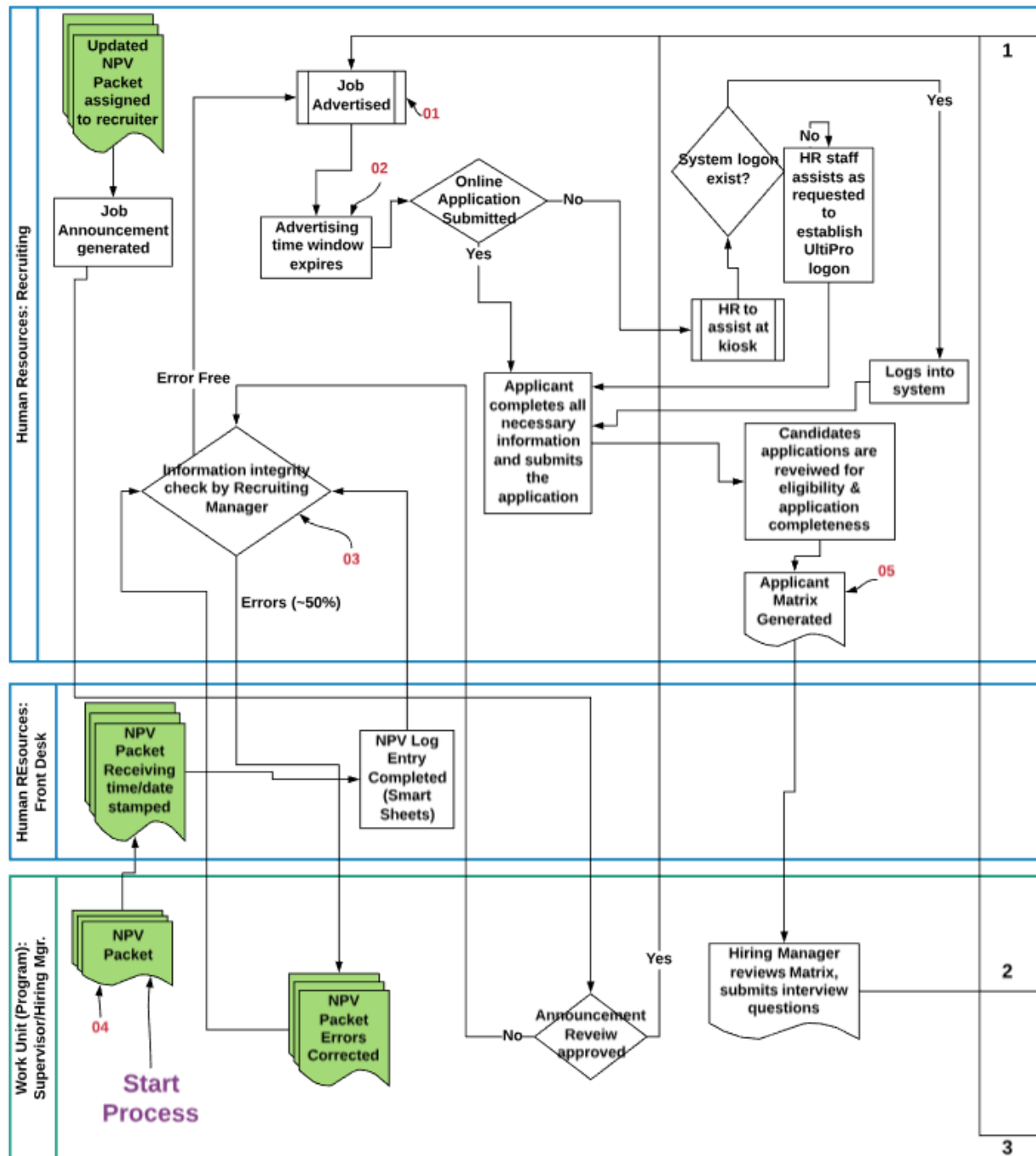
Title _____

Phone Number _____

Date when work performed: _____

Description of work performed: _____

ATTACHMENT D: Human Resources Work Flow Diagrams Recruiting 1 / 2



- 01**
1. Posted in Government Center, 2nd floor hallway
 2. CCT Web Site
 3. Tribal Tribune
 4. Monster.com for challenging positions

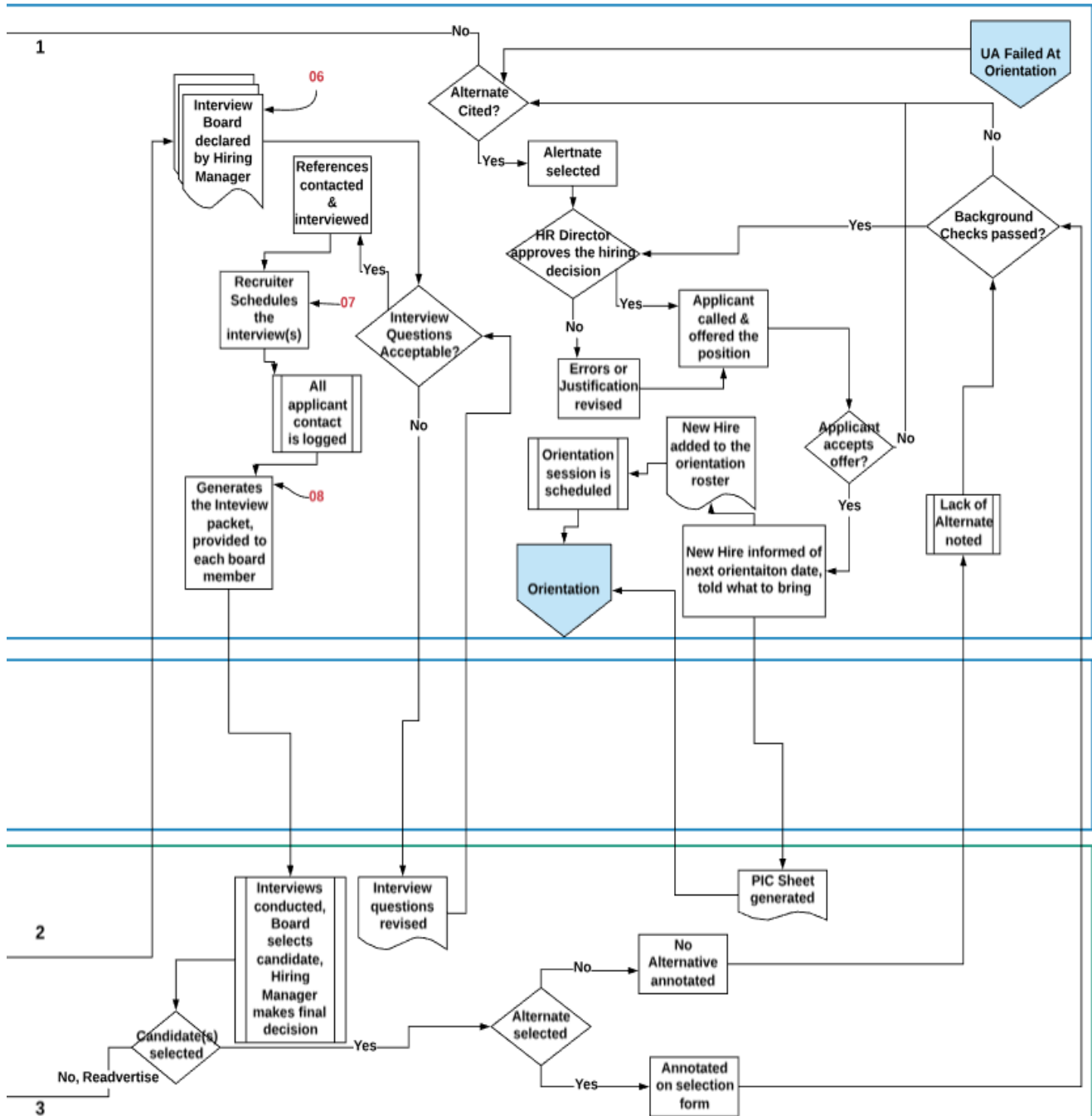
- 02**
1. Typically 2 weeks
 2. 1 week minimum
 3. Longer for challenging jobs

- 03**
1. Job Title Correct
 2. Pay Rate Correct
 3. Minimum Qualifications Correct
 4. Job number assigned (Recruiter first initial prefix w/ staff assigned number)

- 04**
- NPV (Notice of Position Vacancy)
 - Job Announcement
 - Job Description
 - Approved Org Chart

- 05**
- 180425.88ff: Ambiguity in the workflow exists here. There is multiple criteria applied to the generation of the Applicant Matrix. Some criteria is noted when not present and allowed to be interviewed and others are not allowed, disbaring the applicant from an interview

Recruiting 2 / 2

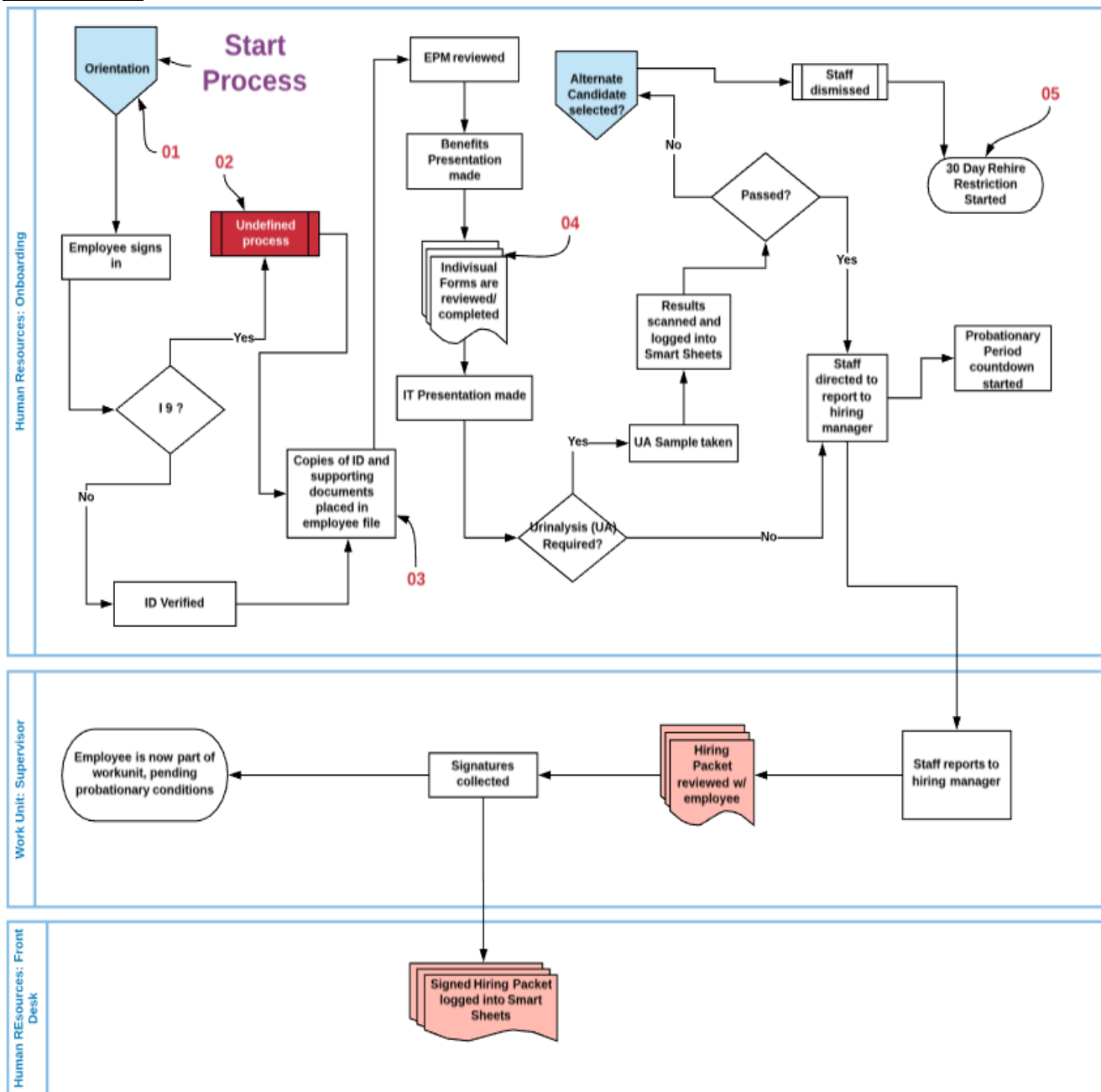


- 06**
1. Hiring Board members
 2. How long interview to run
 3. When is the interview to run (pending HR schedule confirmation)
 4. Draft Interview questions

- 07**
1. Coordinates with applicant(s)
 2. Coordinates the room

- 08**
1. Board member list
 2. Applicant resume copies
 3. Reference check results

Onboarding



01
Typical Duration 2-3 hours, pending questions.

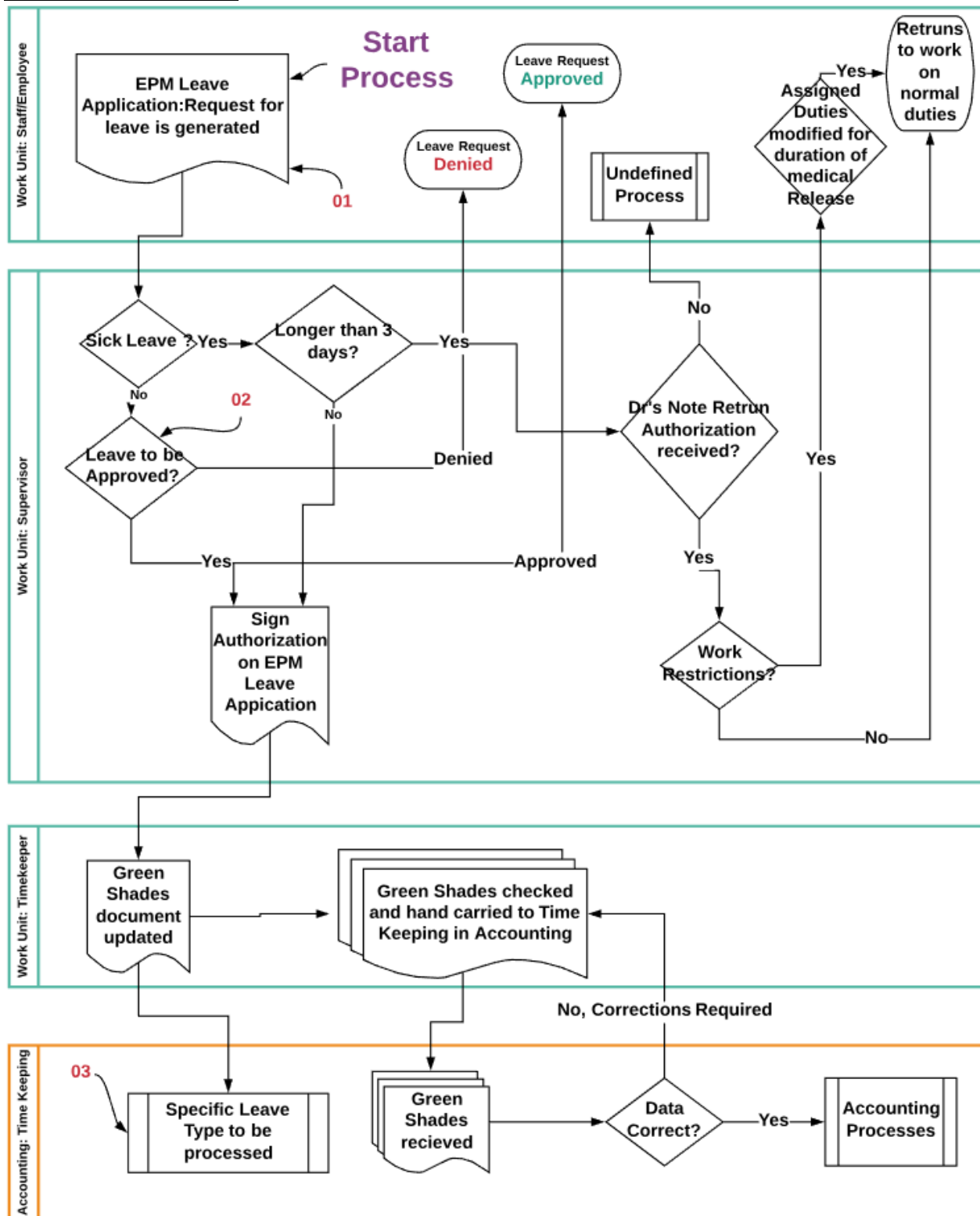
02
This has a low occurrence rate, estimated less than 1% of intake volume

03
Tribal IDs are copied as well

04
1. PIC Sheet
2. W4
3. Benefits

05
It is not known if a UA is performed at the end of the 30 rehire clock

Leave Administration



01

1. Type of leave
2. Total Hours
3. Start Date
4. Stop Date
5. S/L Notes (if applicable)

02

1. Probationary Period successfully completed
2. Sufficient balance for type requested
3. No workplace shedule conflicts

03

Bennefits indicates there are currently 413 leave types

ATTACHMENT E: TRIBES NDA

NON-DISCLOSURE AGREEMENT

Parties

This Non-Disclosure Agreement (“Agreement”) is between **VENDOR/COMPANY**, a **STATE** corporation (“**DBA if applicable**”), with offices located at **MAILING ADDRESS** and the Confederated Tribes of the Colville Reservation, a federally recognized Indian Tribe (“Tribes”), with offices located at 21 Nespelem, WA. (Individually a “Party”; together, the “Parties”).

Recitals

- A. **VENDOR/COMPANY** is a Massachusetts corporation with expertise in **INDUSTRY APPLICATION** software and related equipment and services.
- B. The Tribes is a federally recognized Indian Tribe that requires expertise and assistance in **APPLICATION OR SERVICES** software.
- C. The Parties desire to enter discussions regarding a possible transaction between the Parties.
- D. During the course of these discussions, each Party may disclose technical, strategic, financial, personnel and business information of or Confidential nature to the to the other. Both Parties desire to be protected from the unauthorized use and disclosure of their Confidential Information.
- E. Therefore, for good and valuable consideration received and to be received, including the execution of this Agreement and its anticipated performance, the Parties have agreed, as follows:

Terms & Conditions

- 1.0 Recitals & Exhibits. This Agreement shall be interpreted and construed in light of the foregoing Recitals and any attached Exhibits, all of which are incorporated by reference.
- 2.0 Definition of Confidential Information. For all purposes under this Agreement, the term “Confidential Information” shall include, but not be limited to, performance, sales, legal, financial, contractual and special marketing information, cost or pricing data, ideas, strategies, personnel assignments, construction or other work methods, development plans, suppliers, subcontractors, technical data and concepts provided by one Party to the other that: (a) has not been previously published or otherwise disclosed to the general public; (b) has not been previously available without restriction to the receiving party or others; (c) is not normally furnished to others without compensation; and (d) which the Party providing the information indicates in writing (by labeling a hard copy or electronically transmitted document as “Confidential”) or by indicating that information provided orally is “Confidential” (verbal notification followed by email confirmation of the confidentiality of the disclosed information is sufficient.) Such information disclosed pursuant to this Agreement and appropriately identified as being “Confidential” will not be disclosed by the Party receiving it to anyone without prior specific written consent of the other Party.

- 3.0 Standard of Care - The acceptable standard of care required of either Party receiving Confidential Information under this Agreement, to prevent disclosure thereof, will be the same standard as normally used by that Party in protecting its own Confidential data against disclosure, but not less than reasonable care. The provisions of this section shall not apply to data or information that is or was (a) in the public domain at the time it was disclosed by a Party; (b) already known to the receiving Party at the time of disclosure; (c) known to the receiving Party independently of the disclosing Party without breach of this Agreement; (d) independently developed by the receiving Party; or (e) required to be disclosed by applicable laws, rules or regulations, including without limitation, legal process such as court order, search warrant or subpoena
- 4.0 Points of Contact. The exclusive points of contact with respect to the transmission and control of Confidential Information exchanged under this Agreement are designated by the respective parties as follows:
- Each Party may change its contact designation by written notice to the other. The Parties acknowledge that Confidential Information may be provided by individuals other than those named under this paragraph, and that neither Party shall thereby lose any protections afforded by this Agreement.
- 5.0 Term
This Agreement shall become effective upon execution by the authorized representatives of both parties and shall be in effect for five years from that date. Neither party may disclose any Confidential Information received from the other during the term of this Agreement and for three years thereafter unless authorized to do so in writing by the other party.
- 6.0 Disclosure Required by Applicable Law. Unless authorized in writing by the disclosing Party or otherwise authorized under this Agreement, the receiving Party will not disclose any Confidential Information, except that it may be disclosed in compliance with applicable law or regulation.
- 7.0 Notification to Disclosing Party. Should the receiving Party be faced with legal action to disclose Confidential Information, the receiving Party shall immediately notify the other Party, and upon the request and at the expense of that Party, shall cooperate with that Party in contesting such disclosure. Neither Party shall be liable in damages for a disclosure of Confidential Information required by applicable law or a judicial order from a court of competent jurisdiction. In the event of any disclosure of Confidential Information in violation of this Agreement, whether or not inadvertent, the Party disclosing the information shall immediately notify the other Party in writing of the disclosure. If it is determined by the Party whose Confidential Information was disclosed that the other Party had exercised the required degree of care to protect the Confidential Information, depending upon the circumstances, the Party whose Confidential Information was disclosed may determine that the other Party has corrected the effects of the disclosure and taken meaningful steps to prevent any further inadvertent disclosure and may (but is never required) to refrain from termination of this Agreement for cause and from seeking damages in from a court of competent jurisdiction. The Parties acknowledge and agree that the unauthorized disclosure of Confidential Information in breach of this Agreement will result in immediate and irreparable harm to the Party whose information was disclosed, but that

damages may be difficult to measure. Therefore, the Party whose information was disclosed shall be entitled to seek an ex parte injunction preventing the other Party from unauthorized disclosure of Confidential Information, without having to provide proof of immediate and irreparable harm or having to post a bond or other security.

- 8.0 Title to Confidential Information. All Confidential Information shall remain the property of the disclosing Party and shall be returned to it or, at the request of the disclosing Party, destroyed promptly by the other Party together with all copies made thereof by that Party. Upon request, the receiving Party shall send the disclosing Party a certificate of destruction documenting the receiving Party's compliance with this section. No license under any patents or any other proprietary right is granted or conveyed by one Party's disclosure or transmitting Confidential Information to the other Party under this Agreement, nor shall such a disclosure or transmission constitute any representation, warranty, assurance, guaranty or inducement by the disclosing/transmitting Party to the other Party with respect to infringement of patent or any other Confidential right of others. The disclosing Party shall not be liable for damages arising from the other Party's use of or reliance on information disclosed or transmitted under this Agreement.
- 9.0 Governing Law & Venue - This Agreement shall be governed by the laws of the State of Washington and jurisdiction and venue shall be exclusively with the state and federal courts in the State of Washington.
- 10.0 Entire Agreement - This is the entire Agreement between the Parties relative to the exchange of Confidential Information, and it supersedes any prior or contemporaneous written or oral agreement with respect thereof and may not be amended or modified except by subsequent agreement in writing by duly authorized officers or representatives of the Parties. The Parties agree that this Agreement may be executed by facsimile or similar electronic means and shall be as effective as and as binding as if the Agreement was executed with original signatures. The Parties also agree that this Agreement may be executed in duplicate, with each Party retaining one original.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

For the Colville Tribes:

For _____:

(Signature)

(Signature)

(Date)

(Date)