



## **Request for Proposal (RFP)**

To conduct and internal financial audit of all financial  
aspects of the

Red Cliff Band of Lake Superior Chippewa's

Red Cliff Community Health Center

***RFP due date 4:00 p.m. C.T. Wednesday May 17, 2017***

### **1.1 Statement of Purpose**

The Red Cliff Band of Lake Superior Chippewa 's (Tribe) Red Cliff Community Health Center is submitting a Request for Proposal (RFP) to the general public for an individual and/or firm to contract with the Tribe to conduct an internal financial audit on all financial aspects of the Red Cliff Community Health Center. The results of the audit are intended to provide an overview of the financial status of the Red Cliff Community Health Center.

### **1.2 Scope of Work**

#### **1.2.1 The following are services being solicited:**

- Under the guidance of the Community Health Division Administrator and the Health Center's Finance Manager, the contractor will review all of the financial documents and provide a report to the Health Center Division Administrator
- The internal financial audit will be performed on-site at the Red Cliff Community Health Center.
- The final internal financial audit report could be completed off site.

#### **1.2.2 Contractor Responsibilities:**

- Communicate with the Community Health Division Administrator and the Health Center's Finance Manager daily throughout the internal financial audit.
- Make available all work products or a description of services in writing for future use.
- Adhere to all components of the contractual agreement and the proposal/RFP received.

### **1.3 Outcome of Performance Standards**

#### **1.3.1 Outcome Targets:**

- To complete the internal financial audit
- To provide updates to the Community Health Division Administrator and Clinic Finance Manager
- To complete both outcome targets by June 9, 2017

#### **1.3.2 Process for Corrective Actions:**

- Contractor will be fully informed of specific duties and deliverables required under the contractual agreement.
- When a deviation is made from the required deliverables or deliverable timeline without prior consultation and approval by the Community Health Division Administrator, the contractor will be given a written corrective action notice detailing the deviation and outlining the expected corrective action.
- If the contractor fails to comply with the corrective action notice, the Community Health Division Administrator will initiate the process of contract termination as outlined with guidance from the Tribe's legal counsel.

#### 1.4 Deliverables

Deliverables	Description	Start Date	End Date
Complete an internal financial audit and report to begin May 30, 2017 and end no later than June 9, 2017	The contractor, with the guidance of the Community Health Division Administrator and Community Health Finance Manager will perform an internal financial audit on all aspects of the Community Health Center and provide a report upon completion of the internal audit	Signed contract date	June 9, 2017

#### 1.5 Term of Contract

Start Date: Once contract is signed—approximately May 30, 2017

End Date: June 9, 2017

#### 1.6 Payments and Penalties

Payment shall be rendered on a to-be negotiated schedule and upon satisfactory delivery of all goods and services contained herein. In order to create a smooth payment schedule the following protocol shall be adhered to:

1. Contractor must answer this Request for Proposal with a total project bid amount.
2. Contractor must submit a desired payment schedule for proposed contractual work with the project bid amount.

##### 1.6.1 Upon Award of the Contract

3. The Contractor's negotiated payment shall be itemized by the Contractor and prepared for submission to the Community Health Division Administrator within 5 days of the notice of award. This official invoice will be needed to finalize the contractual agreement.
4. The Community Health Division Administrator has 3 business days to process and submit to Tribal administration per the contract approval process.
5. Tribal administration may take up to 14 business days to approve the contractual agreement. Be advised: approval of the contractual agreement does not mean payment. It may take accounting up to 60 days or more to remit payment(s).
6. A schedule of payments will be negotiated with the Contractor prior to the approval of the contractual agreement. An invoice will be required according to the agreed upon schedule and submitted to the Community Health Division Administrator
7. The Community Health Division Administrator has 3 business days to submit to Tribal finance for payment processing.
8. Tribal finance may take up to 30 business days to remit payment. Be advised, it may take accounting up to 60 days or more to remit payment.
9. Payments shall be suspended until all deliverables, products, and services are rendered per the delivery schedule or Corrective Action notice. If the Contractor fails to comply with the delivery schedule and/or Corrective Action notice all contractual payments shall immediately cease and termination of the contractual agreement shall be sought per 1.3.2-Process for Corrective Actions.

## **1.7 Contractual Terms and Conditions**

1. **Sovereign Immunity.** Nothing in this contract shall be deemed or construed as a waiver of sovereign immunity by the Red Cliff Band of Chippewa.
2. **Choice of Law.** This agreement shall be interrupted in accordance with the laws of the Red Cliff Band of Lake Superior Chippewa and/or State of Wisconsin, as applicable.
3. **Independent Contractor Status.** Nothing contained in this agreement shall be construed as creating an employer/employee relationship, principal-agent, partnership or joint venture arrangement between the parties, it being expressly understood that Contractor is an independent contractor, and is solely responsible for income tax and any other tax withholding, and it being further understood that Contractor is not entitled to any of the benefits or compensations afforded to Tribal employees. Contractor shall have no authority to bind the Tribe in any manner.
4. **Insurance.** Contractor agrees to provide their own insurance, as they deem necessary, it being understood the Tribe will provide no insurance benefits whatsoever under this agreement.
5. **Integration of Agreement.** The instrument contains the entire agreement between the parties, and no statements, promises or inducements made by either party or agent of either party that are not contained in this written contract shall be valid or binding; this contract may not be enlarged, modified or altered except in writing, endorsed on this agreement.
6. **Compliance with Tribal Law.** Contractor shall comply with laws of the Tribe.
7. **Miscellaneous.** The waiver or failure of either party to exercise in any respect any right for herein after shall not be deemed a waiver of said right in any manner whatsoever. The invalidity or unenforceability of any provision of this Agreement shall not affect or impair the validity or enforceability of any other provision contained herein. Any provision that is subsequently determined to be invalid or unenforceable because of contravention of any applicable law, statute or governmental regulation shall be deemed to amend this document only to the extent necessary to remove the cause of such invalidity or unenforceability, and such provision, as amended, along with the remainder of this agreement shall remain in full force and effect. This agreement shall inure to the benefit and binding on the heirs, executors, administrators, assignees, and successors of the respective parties.
8. **Ownership of Work Product.** Results from the services and/or deliverables, related documentation, copyrightable works, intellectual property, inventions and other works rendered or created in the performance of this contract are part of the basis of the bargain between the parties and are the exclusive property of the Tribe.
9. **Confidentiality.** Both parties agree and acknowledge this Agreement creates a confidential relationship between the Tribe and Contractor. Any and all information exchanged in the performance of this contract, whether written, oral or otherwise, is confidential in nature. Contractor agrees not to use, either directly or indirectly, for its benefit or for the benefit of

others or otherwise, any confidential information acquired or developed in connection with this agreement.

**1.8 Expected Timeline:**

RFP is issued by the Tribe	Wednesday May 3, 2017
Proposals due	Wednesday May 17, 2017
Selection of vendor	Thursday May 18, 2017
Service start date	Tuesday May 30, 2017

**1.9 Requirements for Proposal Preparation**

In addition to a detailed proposal, prospective contractors are required to submit the following:

- 3 Professional references to include:
  - Name
  - Phone Number
  - Mailing Address
  - Email Address

**1.9.1 Submission**

Please submit all proposals and supporting material(s) to:

Chanell Curran  
Property & Procurement Officer  
Red Cliff Band of Lake Superior Chippewa  
88455 Pike Road  
Bayfield, WI 54814  
Phone (715) 779-3700 ext. 4240  
Fax: (715) 779-3704

**1.10 Proposal Evaluation and Award Process**

Proposals shall be evaluated per the Red Cliff Band of Lake Superior Chippewa Property and Procurement protocol.

**1.11 Points of contact for future correspondence**

Jagdish Gaswami,  
Community Health Center Division Administrator  
Red Cliff Band of Lake Superior Chippewa  
36745 Aiken Road  
Bayfield, WI 54814  
(715) 779-3510