

Karuk

Community

Development

Corporation

Request for Proposals

For More Information: Karen Derry, (530) 493-1475 Ext. 5103

Proposal Deadline: Friday, August 16, 2018 by 4:00 p.m.

The Karuk Community Development Corporation (KCDC) requests proposals for Attorney services. Attorney will complete specific tasks for KCDC and will assist KCDC in completing documents including but not limited to enterprise policies, ordinances, and other documents as deemed necessary and as described in the following Scope of Work.

Questions relating directly to the RFP process are to be directed in writing by email to Karen Derry, Economic Developer/Operations Manager, kderry@karuk.us and Deanna Miller, CFO, djmiller@karuk.us.

All email correspondence shall reference “RFP” in the subject line.

General Information about KCDC

The KCDC is a tribally chartered community development corporation located in Happy Camp, CA along the Klamath River. The KCDC operates the Happy Camp Community Computer Center, mini-storage units, and the Amkuuf (smoke) Shop and manages all aspects of the Karuk Head Start program, with site locations in Happy Camp and Yreka. KCDC also provides payroll services for the Karuk Tribe fire and fuels reduction crew and the Koovúra Yéeshiip Native American Child Treatment program.

Scope of Work

Consultant shall provide services to KCDC as outlined below:

- Review and update KCDC Charter and Bylaws
- Develop a comprehensive tobacco ordinance for the Karuk Tribe
- Update the current tribal sales tax ordinance to include tobacco tax
- Review and finalize KCDC Enterprise Policies
- Develop KCDC Policies and Procedures
- Present all documents to KCDC Board via video conference or in person

Consultant shall provide estimated pricing for all services individually, as well as hourly fees and any other associated costs for providing these services.

The selection of the qualified attorney or firm will be based on the following evaluation criteria:

1. Past successful performance and experience providing services to Tribes or tribal entities.
2. Capacity and experience in providing policy and ordinance development.
3. Indian Preference for Indian ownership and/or evidence that a proposing firm is committed to the hiring of and does hire persons enrolled in federally recognized tribes, descendants of members of federally recognized tribes.
4. Experience and professional qualifications of key personnel including specialized skills, project

coordination, management skills and experience in working together as a team.

5. Lowest cost, based on hourly rates.

Responsibility of Proposer:

KCDC will award contracts only to an Attorney or firm who have the ability to perform successfully under the terms and conditions of the proposed contract. To be determined responsible a proposer must:

1. Have adequate insurance to protect the KCDC and the Karuk Tribe in the event of an allegation of negligence by the proposer under the contract;
2. Have a satisfactory performance record and satisfactory record of integrity and business ethics;
3. Have a satisfactory record of compliance with public policy, (for example, Equal Employment Opportunity);
4. Have never been sanctioned or disbarred in any jurisdiction and have employees or agents who are to perform services under the contract who have never been sanctioned or disbarred in any jurisdiction;
5. Not have been suspended, disbarred, or otherwise determined to be ineligible for award of contracts by any agency of the US Government, nor have any employees or agents who are to perform services under the contract that have been suspended, disbarred or otherwise determined to be ineligible.
6. The Attorney or firm must certify that there are no conflicts of interest which would prevent them from providing services for the KCDC and its Board of Directors.

Before a proposal is considered for award, the proposer may be requested by the KCDC to submit a statement or other documentation or information regarding any of the items 1-7 above. Failure to provide requested information shall render the proposer nonresponsive and ineligible for an award.

Responses to this Request for Proposals shall include the following:

Please limit the proposal to succinct yet informative and concise documents. The following items should be included in all proposals submitted:

1. Cover letter.
2. Full contact information including email and daytime phone number.
3. A statement of qualifications.
4. A detailed proposal as per the above "Scope of Work".
5. A fee schedule including a timeline for payment of services due.
6. Description and credentials of all principals along with their resumes.
7. A proposed approach and rational for completion of the processes as described above, including descriptions of similar work previously completed within the last five (5) years and the results achieved.

8. Names and telephone numbers of five (5) recent references.
9. Proof of Malpractice Insurance to protect the interests of KCDC and the Karuk Tribe.
10. Demonstrated proof of Indian ownership, if applicable.
11. Completed Karuk TERO Compliance Plan (attached).

Proposal Preparation and Submission

Proposers are expected to examine all Proposal documents and all other documents included with or referred to in the Request for Proposal. Failure to do so will be at the Proposer's risk.

Each Proposer shall furnish all information required by the Proposal documents. Where forms have been included in the Proposal documents, all such forms shall be completed and all blank spaces must be completed in ink or be typewritten. All documents that require a signature shall be signed in ink and the Proposer's name typed or printed on each document, along with the name and position of the person signing the Proposal. Erasures, interlineations, alterations, or other changes must be initialed by the person signing the proposal. Proposals signed by an agent shall be accompanied by evidence of that agent's authority. Failure to provide all required information or failure to complete any form in full accordance with the instructions set forth in the Proposal Documents may result in the rejection of the proposal. Any condition, limitation, or provision in the terms of the proposal not specifically provided for in the Request for Proposals may result in a rejection of the proposal.

The KCDC intends to award a contract to the responsible proposer who will be the most advantageous to KCDC considering experience and cost.

The KCDC may:

1. Reject any or all proposals if such action is in the KCDC interest.
2. Accept other than the lowest proposer.
3. Waive informalities and minor irregularities in proposals received; provided that the KCDC shall not be required to waive any informality or irregularity.
4. Award more than one contract for all or part of the requirements stated.

Amendments:

All interested parties shall provide an email or fax number at which they can receive amendments or responses to questions. Any proposer desiring an explanation or interpretation of the Request for Proposal must request it in writing from KCDC at least seven (7) days before the submission deadline. Requests must be transmitted by email or fax, provided that the proposers shall be solely responsible for receipt of such requests by the KCDC. No phone calls for requests for information will be allowed. You may submit these requests to Karen Derry, Economic Developer/Operations Manager, kderry@karuk.us and Deanna Miller, CFO, djmiller@karuk.us, you must reference "**RFP**" in the subject line.

Any information obtained by or provided to a proposer other than formal amendment to the Request for Proposal shall not constitute a change to the Request for Proposal.

KCDC shall reserve the right to cancel this RFP at any time, whether before or after the closing date for the submittal of proposals.

Late Submissions, Modifications, and Withdrawals of Proposals

Any proposal received at the place designated in the RFP after the date and time specified for receipt shall not be considered.

Any modification or withdrawal of a proposal must be received by the date and time specified for receipt of proposals.

Responses must be either hand delivered, emailed, sent via UPS/Fedex, or mailed and received at the KCDC office by Friday, March 11, 2018 at 4pm (PST) to:

Karen Derry, Economic Developer/Operations Manager
Karuk Community Development Corporation
PO Box 1148
629 Jacobs Way
Happy Camp CA 96039

Emails will be accepted to kderry@karuk.us
Faxes will **NOT** be accepted.

General Provisions:

Indian Preference

This Request for Proposal is open to all qualified, responsive bidders. Indian Preference will apply in the selection process in accordance with the Karuk Tribe's Tribal Employment Rights Ordinance (TERO).

TERO Compliance Plan (Mandatory/Required)

A TERO Compliance Plan must be included with your proposal and is included with this solicitation. Questions regarding TERO should be directed to the Karuk Tribe's TERO Office at: (530) 493-1600, Ext. 2030.

Indian owned businesses must provide certification from their Tribe of origin. Indian owned businesses not certified by their Tribe of origin must complete a Statement of Qualifications available by contacting the Karuk Tribe's TERO Office at: (530) 493-1600, Ext. 2030.

TERO Fee (Mandatory/Required)

The Karuk Tribe assesses a TERO (Tribal Employment Rights Ordinance) fee of two percent (2%) of the total for contract amounts that exceed \$2,500.00 on or near the Karuk Ancestral Territory. Additional information for the TERO fee can be obtained by contacting the Karuk Tribe's TERO Office at: (530) 493-1600, Ext. 2030.

**TRIBAL EMPLOYMENT RIGHTS OFFICE
COMPLIANCE PLAN FOR BIDDERS**

Bidder/Employer Name: _____

Mailing Address: _____

City, State and Zip Code: _____

Contact Person: _____ Phone Number: _____

E-mail: _____

Bid Amount: \$ _____ TERO Fee (2%): \$ _____

THIS IS AN AGREEMENT BETWEEN THE KARUK TRIBE'S TRIBAL EMPLOYMENT RIGHTS OFFICE (TERO) AND _____, HEREINAFTER KNOWN AS "EMPLOYER" CONDUCTING COMMERCE AND EMPLOYMENT ACTIVITY WITHIN THE ANCESTRAL TERRITORY OF THE KARUK TRIBE.

- Employer shall provide the completed compliance plan with the submission of bid.
- Upon notification of the award, Employer shall contact the TERO Office within ten (10) days prior to any work to be performed.
- Employer shall contact the TERO Office and Contract/Project Manager immediately, in writing, advising of any contract or sub-contractor changes to obtain approval prior to working on the job site.
- Employer understands and agrees to comply with the requirements and procedures in the selection of contractors, sub-contractors, employees and recruitment of viable Indian applicants in accordance with the Karuk Tribe's Employment Rights Ordinance.

By signing below the Employer certifies the position information is true and correct and there have been no omissions in the completion of the labor force projections. Falsification of the information provided will result in sanctions, penalties, fines and/or debarment with the Karuk Tribe.

Employer Signature

Date

PRE-AWARD LABOR FORCE PROJECTION

Core Crew: Is defined as a member of a business, Contractor or Subcontractor’s crew who is a regular employee and is in a supervisory or other key position such that the employer would face a serious financial loss if that position were filled by a person who had not previously worked for that employer.

All other positions will be filled by the TERO office unless sufficient justification can be made that they are not replaceable for the work that is to be done or unless TERO does not have an individual to refer.

List Core Crew (Full Name):	Job Title/ Years w/Company/Justification:

List Native American Contractors/Sub-contractors to be hired for this Project:

Contractor/Sub-contractor Contact Person, Phone # and E-mail:	Work to be Performed:

List Non-Native Contractor/Sub-contractors to be hired for this Project:

Contractor/Sub-contractor Contact Person, Phone # and E-mail:	Work to be Performed:

Open Positions: Employer agrees to hire 100% of all its open positions/Sub-contractors for this project through the TERO Skills Bank. If Employer is unable to hire 100% then company representatives will need to meet with the TERO Director. Failure to comply with this hiring requirement will result in sanctions and/or penalties.

Job Title/Sub-contractor Needed:	Skills Required:

Number of positions to be filled for this project: _____
 Contact person/info for job referrals: _____
 Date TERO referrals needed: _____ Job start date: _____

<p><u>For Internal Use Only:</u></p> <p>Contract Number #: _____ Project Manager: _____</p> <p>TERO Office Approval _____ Date: _____</p> <p><u>Comments:</u></p>
