

# KARUK TRIBE HOUSING AUTHORITY

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Happy Camp, CA 96039  
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Yreka, CA 96097  
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## **Request for Qualifications: EVICTION ATTORNEY**

**For More Information:** Sara Spence, (530) 493-1414, Extension 3117 [sspence@karuk.us](mailto:sspence@karuk.us)  
**Proposal Deadline:** 4pm (PST) Friday, September 20, 2019

The Karuk Tribe Housing Authority (KTHA) requests Statement of Qualifications for professional legal attorney services for the Scope of Work that is listed below.

Questions relating directly to the RFQ process are to be directed, in writing, by email to Sara Spence, Executive Director, at [sspence@karuk.us](mailto:sspence@karuk.us)

All email correspondence shall reference “RFQ Eviction Attorney” in the subject line.

### **General Information about KTHA**

The Karuk Tribe Housing Authority (KTHA) was established in 1984 and currently manages over 220 low income and lease purchase housing units in the communities of Yreka, Happy Camp, and Orleans located along the Klamath River in rural portions of Siskiyou and Humboldt Counties in California. As the Tribally Designated Housing Entity of the Karuk Tribe our mission is *to acquire and maintain assets. KTHA will strive to alleviate the acute shortage of decent, safe and sanitary dwellings for Native American persons of low and moderate income. KTHA will promote and sustain the culture, education, language, health, welfare, self-sufficiency, and economic independence of its residents.*

KTHA’s primary funding source is the Department of Housing and Urban Development (HUD) Native American Housing and Self Determination Act (NAHASDA) Indian Housing Block Grant (IHBG). In addition to this funding stream KTHA has successfully leveraged millions of dollars in federal, state, and county resources in order to diversify and maximize services to eligible low income Tribal families. Past and current grant sources include: Low Income Housing Tax Credits, New Markets Tax Credits, American Recovery and Reinvestment Act of 2009 (ARRA), Tribal Homeland Security, Department of Homeland Security, FEMA, Cal-OES, USDA Natural Resource Conservation Service, USDA Rural Development Section 504 Grants and Loans, HUD Indian Community Development Block Grant, Bureau of Indian Affairs Housing Improvement Program, and Section 184 Home Loans.

### **Scope of Work:**

Consultant shall provide services to KTHA for the eviction process required by State or Tribal law and established by the applicable county (Humboldt or Siskiyou County Superior Courts) or the Tribe located in Siskiyou and Humboldt Counties, on an as needed basis.

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

The Consultant shall provide for the totality of services needed in order to evict a tenant who resides on KTHA property. KTHA retains a Process Server to assist if needed, when local agencies lack capacity to do so successfully, in a timely manner.

Consultant shall provide a detailed proposal that will include the following deliverables for Eviction Services:

1. Consultant shall complete all necessary paperwork and file the Complaint in the applicable Court.
2. Consultant shall ensure that Unlawful Detainer Lawsuits are served and proof of service is filed in the applicable court.
3. If needed, Consultant shall request the Court to enter the default judgement.
4. If needed, Consultant shall file a response, and then represent the KTHA at trial.
5. If needed, Consultant shall ensure that the Court Clerk issues the original writ of possession.
6. Consultant shall act as the legal advisor for the KTHA for unlawful detainer actions.
7. Consultant shall perform other duties necessary to resolve eviction matters within the applicable court.
8. If needed, Consultant shall draft Tribal Resolutions to file evictions in the state court.
9. Consultant shall respond to the Courts requests for additional information on each matter, if needed and within timeframes specified.
10. Consultant shall maintain written communication with the Court throughout the process, providing regular updates to KTHA on the progress of each eviction matter.
11. Consultant shall work with local law enforcement or process server to successfully serve documents as required.

**Requirements:**

Consultants submitting proposals for the RFQ must not be debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from or otherwise prohibited from providing these services by any federal, state, local or tribal agency.

The Consultant, or member of the proposed team, shall be an attorney/law firm licensed to practice law in the State of California.

The Consultant must certify that there are no conflicts of interest which would prevent it from representing the KTHA.

The Consultant should have a minimum of three (3) years' experience in providing eviction services.

The Consultant will be required to provide proof of insurance; Commercial General Liability, Automobile Liability, Worker's Compensation, and Professional Liability. Inability to provide evidence of these insurances must be explained.

**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. Full contact information for consultant services, including daytime number and email.
2. A statement of qualifications, number of attorneys in the firm and their expected percentage of time that will be dedicated to eviction matters, including each attorney's relevant experience.
3. Scope of Work for Deliverables.
4. Process to be implemented for Deliverables.
5. A fee schedule, including a timeline for payment of services due.
6. Description and credentials of all team member(s), if any.
7. A proposed approach and rationale 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 client references, three (3) of which must be related to providing eviction services.

**Proposal Preparation and Submission:**

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

Each Proposer shall furnish all information required by the Proposal Documents, and each Proposer shall address each of the evaluation factors set forth in the Request for Qualifications. 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 Qualifications may result in a rejection of the proposal.

All proposals shall be submitted in sealed envelopes.

The KTHA intends to award a contract to the responsible proposer who will be the most advantageous to KTHA considering cost and other evaluation factors set forth in the Request for Qualifications.

The KTHA may:

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

**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 Qualifications must request it in writing from KTHA 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 KTHA. No phone calls for requests for information will be allowed. You may submit these requests to Sara Spence, Executive Director, you must reference “**RFQ Eviction Attorney**” in the subject line.

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

KTHA shall reserve the right to cancel this RFQ 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 RFQ after the exact date and time specified for receipt shall not be considered.

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

**One copy of the proposal is required to be submitted. Responses must be either hand delivered, emailed (if emailed, only one file is to be sent), sent via UPS/Fedex, or mailed and received at the KTHA office **by Friday, September 20, 2019, 4pm (PST)** to:**

Adia Supahan, Executive Assistant  
Karuk Tribe Housing Authority  
Mail: Post Office Box 1159  
Physical: 635 Jacobs Way  
Happy Camp, CA 96039  
Emails will be accepted at [asupahan@karuk.us](mailto:asupahan@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) and/or Native American Housing and Self Determination Act (NAHASDA)/Housing and Urban Development (HUD) projects on or near the Karuk Ancestral Territory.

### ***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 and the Karuk Tribe's Workforce Protection Act (WPA).

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.

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