

**SANTA ROSA INDIAN COMMUNITY OF THE SANTA ROSA RANCHERIA TACHI YOKUT TRIBE**

16835 Alkali Drive / P.O. Box 8  
Lemoore, California 93245  
Tel (559) 924-1275 / Fax (559) 925-2931  
lmcgee@tachi-yokut-nsn.org

Request for Proposal: **GENERAL COUNSEL LEGAL SERVICES**

ISSUE DATE: Monday, March 11, 2019

DUE DATE: Friday, April 12, 2019

SUBMIT TO: SRR Tribal Council ATIN: Ruben Barrios, Tribal Council Chairman, 16835 Alkali Dr., Lemoore, CA, 93245 (Submit one electronic copy, one original-signed hard copy and six (6) photocopies of complete proposal)

SRR TACHI YOKUT TRIBE REQUEST FOR PROPOSAL GENERAL COUNSEL - LEGAL SERVICES

Scope of Work

The SRR Tachi Yakut Tribe (the "Tribe") is looking for a firm or individual with significant experience and background in federal and tribal Indian law, including all aspects of Indian gaming laws, to serve as general counsel and to represent the SRR Tribal Council (the "Council"), its gaming enterprise (the Tachi Palace Hotel and Casino) tribal officials/employees, tribal committees/commissions/boards, and any department/program of the Tribe's government and tribally-owned enterprises in any legal matters.

Such legal counsel may include, but is not limited to the following:

- a) provide all necessary legal services as may be required to certify the Tribe's conformance with its Constitution & Bylaws, tribal ordinances, regulations, codes, along with any and all relevant local, state and federal laws and regulations;
- b) serve as legal advisor to the Council regarding the Council's powers, duties and responsibilities, legal methods, and procedures;
- c) develop, draft, and/or review Tribal Council resolutions (as requested), contracts, legal documents, and motions and opine on the legality of the substantive matters of Council legislative and administration actions
- d) attend Council meetings, community meetings, Council executive sessions, and public meetings (regular and special) as necessary and requested by the Council and/or the officers of the Council;
- e) provide written legal opinions on varying circumstances;

- f) advise and assist the Council in the preparation and/or analysis of various contracts and other instruments or certificates and handle all legal questions arising from or pertaining to the same;
- g) draft laws, codes, ordinances, policies, and procedures;
- h) assist in drafting correspondence as requested;
- i) file routine lawsuits on behalf of the Tribe/Council, serve as counsel on any matters pertaining to the case, and represent the Tribe in court on routine lawsuits filed against it and others as representatives of the Tribe and tribal government;
- j) on an as-needed basis, provide services in the following areas:
  - i. Indian gaming law (Federal and State of CA)
  - ii. labor and employment law
  - iii. ICWA
  - iv. NAGPRA
  - v. environmental protection
  - vi. accounting/finance and related audits, and other matter that may arise.

Please note that this Scope of Work is not intended to be an all-inclusive listing of all of the legal issues that the Tribe may retain the successful applicant to provide. The Tribe retains the right to have the successful applicant provide services in any matter that the Council believes the legal firm/individual is qualified to provide.

If an individual practicing Attorney, you will be required to be an "in-house" legal counsel for the Tribe, licensed and in good standing with the State of California Bar Association. If a Law Firm, you will assign a designated "in-house" attorney Monday through Friday of each week during normal business hours, along with any additional evening and/or weekend hours that may be required, on an "as needed" basis. This individual must be licensed and in good standing with the State of California Bar Association.

#### Selection Criteria

The Tribe will make its award, in its sole discretion, to the firm that has the most advantageous proposal for the Tribe. Proposals will be evaluated according to the following factors and relative points. To ensure your proposal receives full consideration, provide a complete and thorough response and keep your responses in the same order as the categories and factors listed below. Failure of a firm to provide in its proposal the information requested may result in disqualification of the proposal.

1. Quality of Firm/Individual: Management: Firm/Individual's Legal Team: and Firm/Individual's Similar Experience (25 points).
  - a) List the firm/individual's name(s), business address and office location(s); current telephone number(s); year(s) established; courts of licensure; the name and title

of individual contact person for this project; the number of principals; and total number of employees.

b) Provide the following information in tabular form for not less than five (5) Indian tribes for which you provide(d) general counsel services, including the following information:

- (i) Client's name, location, contact person, and current telephone number.
- (ii) Brief description of scope of work provided to client.
- (iii) Interpersonal skills of staff for successfully working with elected officials and administrative staff.
- (iv) Present status of relationship with client.
- (v) The start date of the firm's involvement with the client. (vi) Identify the lead attorney or project coordinator for the client and other key professionals involved.

## 2. Firm's Expertise (20 points).

This category addresses the extent to which the firm has the resources, qualifications, and experience to successfully perform the Scope of Work. Factors which may be addressed include, but are not limited to:

- a) The firm's knowledge and experience with Federal policies, regulations, and laws applicable to Indian tribes and tribal governments.
- b) The firm's knowledge and experience with tribal law and in tribal court, particularly the Fallon Tribal Court.
- c) The firm's experience working with Indian tribes regionally.
- d) Interpersonal skills of staff for successfully working with elected officials and tribal administration staff.
- e) The key personnel designated to work on this project, including the lead attorney that will be assigned. A resume for each member of the project group should include:
  - (i) Name
  - (ii) Job assignment
  - (iii) Percent of time to be assigned to this representation
  - (iv) Previous experience directly applicable to this representation
  - (v) Previous experience indirectly applicable to this representation
  - (vi) Educational/professional training
  - (vii) Length of time employed by the firm
  - (viii) Any other factor the firm/individual deems relevant and in its best interest to include

## 3. Cost Competitiveness (15 points)

This factor addresses the costs for services identified to carry out the Scope of Work.

- a) Include a fee and cost proposal for the principals and staff expected to work on this representation and/or the flat fee for tasks identified in this representation with applicable estimated hours.
- b) Include a statement of any other fees or costs associated with the firm's service.
- c) The Tribe reserves the right to negotiate the fee and cost based upon the final scope of work.

4. Ability to Meet Project Schedule and Current Workload (20 points)

Indicate the availability of your firm and the individuals listed to undertake this representation, including the current workload, the ability to quickly respond to requests, and availability for on-site visits.

5. California Office and Location (5 points)

Indicate whether you or your law firm has an established office and California bar credentials within the State of California. While having a local office provides benefits to the Tribe for on-site meetings, this is not a defining criteria, hence the lower point value.

6. Native American Preference (5 points)

This Request for Proposals is not restricted to Native Americans or Native American-owned law firms/individuals; however, preference will be given to Native American-owned firms/individuals in accordance with the Tribe's TERO Ordinance and Indian Preference in contracting requirements. Firms/Individuals claiming Native American (Indian) Preference must show proof of such "Indian Preference" claims.

7. Dedication to Client (10 points)

Indicate any added value service your firm can provide if selected as the successful applicant.

8. References

Provide a minimum of five (5) verifiable references (tribal government preferred) that are able to comment on their experience working with you and/or your firm and key personnel. The references provided should have a past or current business relationship with your firm that is similar in size and scope to the Scope of Work contained in this Request for Proposals. The references included in section may be duplicative of those provided in Section (b) of the Selection Criteria portion of this Request for Proposals. References should include the following:

- a) Business name
- b) Address
- c) Contact name
- d) Telephone number
- e) Email address

## Instructions

### 1. Proposal

This Request for Proposals (RFP) is open until the deadline stated in this notice. To be entitled for consideration, proposals must be made in accordance with the following instructions:

a) Before submitting a proposal, the firm should examine these instructions and all other documents comprising the RFP, visit the Tribe if desired by the firm/individual, and become aware of all existing conditions and limitations. The failure of any firm/individual to receive or examine any form, instrument, addendum, or other document, or visit the site and acquaint itself with conditions existing there, shall in no way relieve any firm from obligations with respect to its proposal.

b) No oral, telegraphic, or telephonic proposals or modifications shall be considered.

c) The firm must submit one (1) original and seven (7) copies of the proposal.

d) To be considered, each proposal must include all of the following:

a.

i. a cover letter signed by an individual authorized to enter into a contract with the Tribe on behalf of the firm;

ii. responses to the information requested in this RFP and any other information relevant to the selection criteria;

iii. a certificate of insurance evidencing professional liability insurance with coverage limits of two-million dollars (\$2,000,000.00) minimum;

iv. any past or present assignments, relationships, or other employment that the firm or any employee of the firm has or has had that may create a conflict of interest or an appearance of a conflict of interest in serving as counsel for the Tribe in this matter; and,

v. the name, title, address, and telephone number of individuals with the authority to bind the law firm and who may be contacted to clarify the information provided;

vi. signatures on Attachments 1 and 2 of this RFP.

e) All proposals will be accepted at the following address until this award is granted. The firm submitting the proposal is responsible for its prompt delivery. Each proposal shall be enclosed in a sealed envelope with the following clearly marked: "SRR Tachi Yokut Tribe Request for Proposals for General Counsel". All proposals must be delivered by mail or in person ON OR BEFORE 5:00 pm Friday, April 12, 2019, to: SRR Tribal Council ATIN: Ruben Barrios, Tribal Council Chairman, SRR Tachi Yokut Tribe, 16835 Alkali Drive / P.O. Box 8, Lemoore, California, 93245.

### 2. Late Proposals

The Tribe will not be responsible for late mail deliveries and no proposal will be accepted if received after the date and time stipulated above. At the Tribe's discretion, late proposals may be returned unopened, if the respondent's return address is displayed.

### 3. Inquiries:

Prospective firms may make written inquiries concerning this RFP to obtain clarification of its requirements. All inquiries must be made in writing or via e-mail. Prospective firms or individuals may direct inquiries to the following individual: Ruben Barrios, Tribal Council Chairman, SRR Tachi Yokut Tribe, 16835 Alkali Drive / P.O. Box 8, Lemoore, California, 93245. Email: [lmcgee@tachi-yokut-nsn.gov](mailto:lmcgee@tachi-yokut-nsn.gov). From the time this RFP is issued until an award is made, firms should not contact other tribal employees for information concerning this RFP. The Tribe is solely responsible for any explanations or interpretations of the RFP documents.

### 4. Withdrawal of Proposals

Proposals may be withdrawn, either personally or by written request, any time before the award is made. Unless withdrawn, prospective firms must guarantee their proposal for a period of ninety (90) calendar days from the date of receipt by the Tribe.

### 5. Acceptance or Rejection of Proposals

The Tribe will examine all of the proposals and may create a list of firms to be interviewed, in its sole discretion (interviews are an optional step by the Council and may or may not be required). The award of the contract, if made, will be made to the most responsible and responsive vendor that is advantageous to the Tribe. The Tribe shall determine, in its sole discretion, whether a firm is responsible and qualified to perform the contract and whether it is in the best interest of the Tribe to accept the proposal.

The SRR Human Resources Department will inform all applicants of its decision. Based upon this RFP, the Tribe reserves the right to enter into serial or multiple contracts with the successful applicant(s). If a written contract is utilized, it shall be prepared by the Tribe and an attorney of its choice. Certain terms and conditions may be required in the contract. This RFP is not a contract and, alone, shall not be interpreted as such.

The Tribe reserves the right to reject any and all proposals or to re-solicit when it is deemed to be in its best interests to do so. The Tribe reserves the right to waive any and all formalities. The Tribe reserves the right to cancel, amend, modify, or otherwise change this RFP at any time if it deems it to be in the best interest of the Tribe to do so.

### 6. Agreements

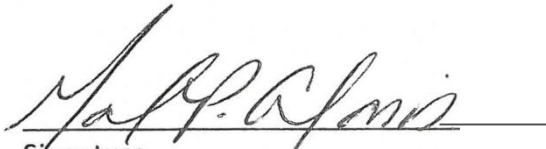
After the award is announced, the Tribe reserves the right to withdraw the award or terminate the services of a firm that is perceived by the Tribe, in its sole discretion, to be ineffective, unresponsive, incompetent, or who withdraws proposed key personnel without substitution of comparably qualified personnel.

### 7. Obligations

The Tribe assumes no obligation to pay any costs incurred in the preparation and submission of proposals in response to this RFP or to enter into a contract with any of the firms.

CERTIFICATION OF LEGAL FITNESS CLAUSE (ATTACHMENT 1)

I certify that to the best of my knowledge, \_\_\_\_\_ (bidder name) and, if applicable, none of its principals, partners, officers, and employees: a. are not presently disbarred, suspended, proposed for disbarment or discipline, or declared ineligible for a contract, by a federal or state department or other entity, including any established courts or administrative tribunals; b. have not within a three year period preceding this proposal been convicted of, or had a civil judgment rendered against them for the commission of fraud, or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) contract, violation of antitrust statutes or commission of embezzlement, theft, forgery, falsification or destruction of records, making false statements, or receiving stolen property; c. are not presently indicted for other criminal or civil charge by a government entity (federal, state, or local) with the commission of any of these offenses enumerated in (b) of this certification; and d. have not within a three year period preceding this proposal had one or more public contracts (federal, state, or local) terminated for cause. This certification is a material representation of fact upon which the SRR Tachi Yokut Tribe and SRR Tribal Council will rely. If it is later determined that the undersigned knowingly rendered an erroneous certification, in addition to other remedies available, the Tribe may pursue available remedies including termination of the professional services relationship.

  
Signature

3.13.19  
Date

MANUEL P. ALANIS  
Name

VICE CHAIRMAN  
Title

This certification must be completed and returned with the respondent's proposal.

AUTHORIZATION TO RELEASE INFORMATION (ATTACHMENT 2)

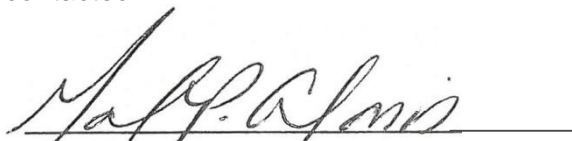
1) The undersigned hereby authorizes the SRR Tachi Yokut Tribe ("Tribe") to obtain information regarding its performance on other contracts, agreements or other business arrangements, its business reputation, and any other matters pertinent to the evaluation and selection of a successful respondent in response to its Request for Proposal (RFP) for General Counsel Legal Services.

2) The undersigned hereby releases, acquits, and forever discharges the Tribe, the Council, its staff/employees, and agents from any and all liability whatsoever, including all claims, demands and causes of action of every nature and kind affecting the undersigned that it may have or ever claim to have relating to information, data, opinions, and references obtained by the Tribe in the evaluation and selection of a successful respondent in response to its RFP for General Counsel Legal Services.

3) The undersigned hereby authorizes representatives of the Tribe to contact any and all of the persons, entities, and references that are, directly or indirectly, listed, submitted, or referenced in the undersigned proposal submitted in response to its RFP for General Counsel Legal Services.

4) The undersigned further authorizes any and all persons or entities to provide information, data, and opinions with regard to the undersigned's performance under any contract, agreement, or other business arrangement, the undersigned's ability to perform, the undersigned's business reputation, and any other matter pertinent to the evaluation of the undersigned. The undersigned hereby releases, acquits, and forever discharges any such person or entity, their officers, directors, employees and agents from any and all liability whatsoever, including all claims, demands and causes of action of every nature and kind affecting the undersigned that it may have or ever claim to have relating to information, data, opinions, and references obtained by the Tribe in the evaluation and selection of a successful respondent in response to its RFP for General Counsel Legal Services. A photocopy or facsimile of this signed Authorization is as valid as an original.

5) Notwithstanding the foregoing, this authorization and release from liability does not extend to granting the Tribe authority to receive any information that would constitute a violation of: any legal privilege, attorney ethical obligation, attorney work product, or confidential attorney/client communication that can be claimed by the respondent or entity contacted.

  
Signature

3.13.19  
Date

MANUEL P. ALANIS  
Name

VICE CHAIRMAN  
Title

This certification must be completed and returned with the respondent's proposal.