

KARUK TRIBE HOUSING AUTHORITY

P.O. Box 1159 • 635 Jacobs Way
Happy Camp, CA 96039
Ph: (530) 493-1414 • Fax: (530) 493-1415



1836 Apsuun Street
Yreka, CA 96097
Ph: (530) 842-1644 • Fax: (530) 842-1646

Request for Qualifications: GENERAL COUNSEL

For More Information: Sara Spence, (530) 493-1414, Extension 3117
Proposal Deadline: 4pm (PST), Friday, September 20, 2019

The Karuk Tribe Housing Authority (KTHA) requests Statement of Qualifications for Attorney services. Attorney will act as General Counsel for KTHA and will assist KTHA in meeting compliance requirements including but not limited to policy, ordinance, and occupancy agreement development, staff and board training, development and review of contract and agreements and other services as deemed necessary as described in the following Scope of Work.

Questions relating directly to the RFP process are to be directed in writing by email to Sara Spence, Executive Director, at sspence@karuk.us

All email correspondence shall reference “RFQ General Counsel” 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 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.*

Affordable housing activities administered by KTHA include low income and elder rental units, lease purchase units, emergency housing units, first time homebuyer loans, down payment assistance, student rent vouchers, elder/disabled/temporary/emergency housing vouchers, home rehabilitation and weatherization grants and loans, home improvement loans, home replacement grants, women’s domestic violence transitional housing (operated by Tribe with DOJ/BIA funds), men’s transitional (sober living) housing (operated by Tribe with SAMHSA funds), wellness centers with full scale gymnasiums and fitness centers in both Yreka and Happy Camp, computer center in Yreka, in-house construction crew, in-house Security Officers patrolling all three communities. KTHA employs, on average, 40 employees.

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 as required by applicable Federal, State, and Tribal law as

established by the applicable county (Humboldt or Siskiyou County Superior Courts) 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 work to be performed is on a project subject to section 7(b) of the Indian Self Determination and Education Assistance Act (25 U.S.C. 45e(b)). Section 7(b) requires that to the greatest extent feasible, (1) preference and opportunities for training and employment shall be given to Indians, and (2) preferences in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. All entities submitting proposals and claiming Indian Preference must include documentation satisfactory to show that they are Indian owned. All subcontracts executed between the proposer and its subcontractors, if any, also are subject to these provisions, and language requiring such compliance will be included in all subcontracts.

In addition to the 7(b) requirement, the successful proposer must comply and ensure that subcontractor compliance with the Copeland Act Requirements (29 CFR, Part 3); 24 CFR part 85 certifications including but not limited to the mandatory standards and policies relating to energy efficiency contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163) and HUD requirements related to reporting, patent rights, and/or copyrights and other rights to data; HUD procurement regulations, KTHA Procurement Policy; and all other applicable laws, rules and regulations.

The selection of the qualified attorney will be based on the following evaluation criteria with established point rating for each category:

1. 20 Points: Past successful performance and experience providing services to Indian Housing Authorities under the 37 Act and to TDHE's after the adoption of NAHASDA, and Low Income Housing Tax Credits in California.
2. 5 Points: Capacity and experience in providing policy and ordinance development.
3. 10 Points: Experience in providing staff and Board training on NAHASDA related issues.
4. 15 Points: Indian Preference. Points will be given for Indian ownership and participation, 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, or persons who are actively involved in the Indian Community.
5. 10 Points: Past performance in providing attorney services to Tribally Designated Housing Entities.
6. 15 Points: Experience and professional qualifications of key personnel including specialized skills, project coordination, management skills and experience in working together as a team.
7. 5 Points: Cost, based on hourly rates.
8. 10 Points: Specialized experience and technical competence (including fiscal capacity) for the firm. The firm should have had a minimum of ten (10) years' experience with projects of this type. Volume and nature of present workload and availability of additional personnel

and consultants to accelerate services required if necessary.

9. 10 Points: Because of the fluctuating needs in Indian Housing, and demands for changes in NAHASDA, the firm must exhibit capacity to represent KTHA's interests in Washington DC.

Responsibility of Proposer:

KTHA will award contracts only to responsible prospective contractors 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 financial resources to perform the contract;
2. Have adequate insurance to protect the KTHA in the event of an allegation of negligence by the proposer under the contract;
3. Have a satisfactory performance record;
4. Have a satisfactory record of integrity and business ethics;
5. Have a satisfactory record of compliance with public policy, (for example, Equal Employment Opportunity);
6. Be licensed in the discipline to be practiced under the contract and have never been sanctioned or disbarred in any jurisdiction, and have only employees or agents who are to perform services under the contract who are licensed in the discipline to be practiced and who have never been sanctioned or disbarred in any jurisdiction; and
7. Not have been suspended, debarred or otherwise determined to be ineligible for award of contracts by the US Department of Housing and Urban Development or any other agency of the US Government, and not have any employees or agents who are to perform services under the contract that have been suspended, debarred or otherwise determined to be ineligible.
8. The Consultant must not owe KTHA or the Karuk Tribe a delinquent debt.
9. The Consultant must certify that there are no conflicts of interest which would prevent it from representing the KTHA.

Before a proposal is considered for award, the proposer may be requested by the KTHA to submit a statement or other documentation or information regarding any of the items 1-9 above. Failure by the proposer to provide such additional information shall render the proposer nonresponsive and ineligible for an award.

Consultant proposal must be responsive. Responsive means one whose bid or proposal substantially complies with all the requirements of the RFQ.

Responses to this Request for Qualifications 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 for consultant services, including daytime number and email.
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 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 process services within the last two (2) years.
9. A list of all principals and professional level employees whom the proposer proposes to have employed on any contract entered into with KTHA, along with a resume for each person.
10. Proof of Malpractice Insurance to protect the interests of KTHA.
11. Demonstrated proof of Indian ownership, if applicable.
12. Completed Karuk TERO Compliance Plan (attached).

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, and/or
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 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 General Counsel**" 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
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.

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>
