

TORRES MARTINEZ DESERT CAHUILLA INDIANS



Request for Proposal (RFP)
NUMBER: **RFP # 10290**

FOR

LEGAL SERVICES FOR EMPLOYMENT MATTERS

PROPOSAL DUE DATE
MARCH 27TH, 2020

REQUESTED BY:

TORRES MARTINEZ DESERT CAHUILLA INDIANS
TORRES MARTINEZ TRIBAL TANF
PROCUREMENT DEPARTMENT
P.O. BOX 969 (mailing address)
66-725 MARTINEZ ROAD, (physical address)
THERMAL, CA 92274

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1 Schedule of Events

1.1 RFP Timeline Table

Event	Date
Needs Assessment	January 15 th , 2020
RFP Draft	February 04 th , 2020
RFP Finalization	February 21 st , 2020
RFP Web Posting Date	February 27 th , 2020
RFP Email Invitations	February 28 th , 2020
Last Date for Questions and Requests	March 18 th , 2020
Proposal Due Date	March 27th, 2020 at 12:00 PM
Proposal Evaluation Start (Evaluators Only)	March 31 st , 2020
Vendor Interviews	April 06 th – 10 th , 2020
Bid Evaluation End	April 14 th , 2020
Notice of Award	April 17 th , 2020
Contract Finalization	To Be Determined

2 General Information

2.1 Definitions

- 1.1.1. **Bidder:** An individual, entity, partnership, firm, corporation, or agency submitting a bid in response to this RFP
- 1.1.2. **BPO:** Blanket Purchase Order, good for 1 year only.
- 1.1.3. **Consultant:** an individual, entity, partnership, firm, corporation, or agency awarded a Contract Agreement and/or Purchase Order as a result of responding to this RFP.
- 1.1.4. **RFP:** Request for Proposal
- 1.1.5. **PO:** Purchase Order
- 1.1.6. **TMDCI or Tribe:** Torres Martinez Desert Cahuilla Indians, a Domestic Sovereign Entity

2.2 Purpose

- 2.2.1 The Torres Martinez Desert Cahuilla Indians are seeking proposals from qualified legal consultants to provide legal services in relation to employment matters.

2.3 Tribal Background

- 2.3.1 The Torres Martinez Desert Cahuilla Indian Reservation was established by Executive Order on May 15, 1876. The Tribe currently consists of 24,822 acres (in a checkerboard pattern), along California State Highways.

- 2.3.2 The Tribe administers various programs and projects that are funded by Federal, State, and Local Government, including the federal Temporary Assistance to Needy Families Program.

2.4 Public Notice and Contractor Invitation

- 2.4.1 Reference (web posting) to this RFP shall be posted on the following websites:

- 2.4.1.1 www.torresmartinez.org RFP available at this site.

2.5 Last Date for Questions or Requests

- 2.5.1 The last day to submit a question or request in regards to this RFP is **March 18th, 2020**. Any questions or requests asked after this date and time will not be addressed.
- 2.5.2 Bidders are required to submit all questions or request in writing.
 - 2.5.2.1 Questions shall be responded to within three working days.
- 2.5.3 Oral responses by the Tribe or its representatives are to be considered tentative. Official Tribal response, in writing, will be supplied to Bidder.
 - 2.5.3.1 All questions and responses will be made public to all bidders.
 - 2.5.3.2 The source of the question (Bidder) will be excluded.

2.6 RFP Contact Information

- 2.6.1 Restrictions on Communications

- 2.6.1.1 From the issue date of the RFP until a Consultant is selected and the award is announced, Proposers are not allowed to communicate **for any reason** with any Torres Martinez staff or Tribal member except: 1) through the RFP Administrator named herein or the Procurement Director, 2) at the Pre-Proposal Conference, if applicable, or 3) as provide by existing work agreement(s). The Tribe reserves the right to reject the submittal of any proposal violating this provision.

RFP Administrator: Mary Nichols, Contracts Coordinator

Email: mnichols@tmdci-nsn.gov

Telephone: (760) 541-5224

Mail: TMDCI - Procurement Department
P.O. Box 1160, Thermal, CA 92274
Attn: Mary Nichols – RFP # 10290

2.7 RFP Amendment

- 2.7.1 The Tribe reserves the right to allow an amendment to the contract. However, this contract may be amended only upon written agreement between TMTANF and Consultant, however, any amendment of the contract that conflicts with the agreements of the TMTANF Program shall be void ab initio.

3 Scope of Work

3.1 Legal Services for Employment Matters

3.1.1 Consultant's duties shall include, but not be limited to, the following:

- 3.1.1.1 Provide all necessary legal support in overall scope of work to the Torres Martinez Tribal Council, Administration, and Human Resources Department.
- 3.1.1.2 Ensure that all employment activities are in compliance with Tribal, State, and Federal regulations, when applicable.
- 3.1.1.3 Ensure that all administrative procedures are followed.
- 3.1.1.4 Draft and review manuals.
- 3.1.1.5 Participate in the drafting procedures of all regulations and legislation necessary for the sustainability of the Tribal Human Resources Department.
- 3.1.1.6 Analyze Tribal employment law and other relevant regulations that could have influence on the implementation of the Tribe's employment laws and policies.
- 3.1.1.7 Conduct necessary legal reviews for adoption of all legal documents.
- 3.1.1.8 Provide consultancy to the Tribal Personnel Committee regarding legal issues and policies.
- 3.1.1.9 Perform any other appropriate tasks determined by Tribal Administrator, Human Resources Director, and/or officials of the Tribal Council.

3.2 Qualifications and Requirements

3.2.1 The Consultant shall meet the following requirements:

- 3.2.1.1 Must be admitted to practice in the state of California.
- 3.2.1.2 University degree in law.
- 3.2.1.3 Minimum of four (4) years of working experience in Tribal employment law.
- 3.2.1.4 Excellent knowledge of legal framework and public administration structure and procedures.
- 3.2.1.5 Thorough knowledge of Tribal employment legislation.

4 Insurance Requirements

4.1.1 The following are the insurance requirements which will be included in the contract executed based on this RFP.

- 4.1.1.1 Proposer shall maintain workers compensation insurance, comprehensive public liability insurance of not less than \$1,000,000 for any one occurrence and comprehensive automobile insurance, errors and omissions or professional liability insurance, and any other coverage as necessary to indemnify the Tribe from the action of the Consultant or any of their sub-Contractors or associates.

5 Commitment and Extension of Work

5.1.1 An agreement for a period of one (1) year is anticipated.

5.1.2 TMDCI may extend any agreement awarded at its sole discretion for no more than two additional periods of one year.

5.1.2.1 A new BPO will be issued for each additional year extended.

5.1.2.1.1 **Extension Request** – All extension requests beyond completion date must be submitted in writing thirty (30) days prior to deadline to the RFP Administrator, Director of Procurement, and Tribal Chairperson.

5.2 *Materials and Deliverables*

5.2.1.1 All materials required to complete this RFP shall be the responsibility of the Bidder.

6 **Proposal Format**

6.1.1 Each proposal must include the following information:

6.1.1.1 Cover letter (1 page) containing: Company name, contact name, address, fax number and email address.

6.1.1.2 Qualification Criteria: General information, description of firm/team, Legal Firm, organization chart with names.

6.1.1.3 Relevant information: Applicant's overall reputation, service capabilities and qualities as it relates to TMDCI.

6.1.1.4 List and briefly describe comparable services completed by your firm or currently in progress, including your firm's role. For each service include: legal services amount, services location, contact name and title, address, current/accurate telephone number, fax number, and email address.

6.1.1.5 Provide a minimum of three (3) references from other Tribes / Tribal entities.

6.1.1.6 List and describe any litigation, arbitration, and claims filed against your firm or termination of services.

6.1.1.7 Team experience and qualifications: Describe each attorney's position with the firm and provide bios of each attorney; Briefly describe each attorney's role with the firm; Provide attorney's experience working together and with similar firms.

6.1.1.8 An employer ID or SSN must be provided for purposes of vendor clearance on the Excluded Parties List System. W-9 Form may be downloaded and printed from the IRS web site: www.irs.gov.

6.1.1.9 Native American Enterprises Qualification Statement **must** be submitted with bid if claiming native preference.
<http://www.torresmartinez.org/Departments/Procurement/RFPListing/tabid/107/Default.aspx>

6.1.1.10 Additional information may be requested upon review.

6.1.2 Cost Proposal

- 6.1.2.1 Proposal must include the hourly rate for services as well as any other applicable fixed fees as they relate to services outlined within this RFP. Please provide as much detail as you believe will assist in evaluation of proposal.
- 6.1.2.2 TMDCI will not be liable for any costs incurred by the Bidder in the preparation and presentation of proposals submitted in response to this RFP.

7 Independent Contractor

- 7.1.1 Consultant is an independent contractor and is not an employee, partner, or co-venture of, or in any other service relationship with, the Tribe. The manner in which Consultant's services are rendered shall be within Consultant's sole control and discretion. Consultant is not authorized to speak for, represent, or obligate the Tribe in any manner without the prior express written authorization from the Tribal Chairperson.
- 7.1.2 Consultant shall be responsible for all taxes arising from compensation and other amounts paid under this Agreement, and shall be responsible for all payroll taxes and fringe benefits of Consultant's employees. Neither federal, nor state, nor local income tax, nor payroll tax of any kind, shall be withheld or paid by the Tribe on behalf of Consultant or its employees. Consultant understands that it is responsible to pay, according to law, Consultant's taxes and Consultant shall, when requested by the Tribe, properly document to the Tribe that any and all federal and state taxes have been paid.
- 7.1.3 Consultant and Consultant's employees will not be eligible for, and shall not participate in, any employee pension, health, welfare, or other fringe benefit plan, of the Tribe. No workers' compensation insurance shall be obtained by Tribe covering Consultant or Consultant's employees.

8 Confidential Information

8.1 Obligation of Confidentiality

- 8.1.1 In performing consulting services under this Agreement, Consultant may be exposed to and will be required to use certain "Confidential Information" (as hereinafter defined) of the Tribe. Consultant agrees that Consultant and Consultant's employees, agents or representatives will not, use, directly or indirectly, such Confidential Information for the benefit of any person, entity or organization other than the Tribe, or disclose such Confidential Information, except to the extent necessary to perform the services, without the written authorization Tribal Chairperson of the Tribe, either during or after the term of this Agreement, for as long as such information retains the characteristics of Confidential Information.

8.2 Definition of "Confidential Information"

- 8.2.1 "Confidential Information" shall include information not generally known, and proprietary to the Tribe or to a third party for whom the Tribe is performing work, including, without limitation, information concerning any patents or trade secrets, confidential or secret designs, processes, formulae, source codes, plans, devices or material, research and development, proprietary software, analysis, techniques, materials or designs (whether or not patented or patentable), directly or indirectly useful in any aspect of the business of the Tribe, any vendor names, customer and supplier lists,

databases, management systems and sales and marketing plans of the Tribe, any confidential secret development or research work of the Tribe, or any other confidential information or proprietary aspects of the business of the Tribe. All information which Consultant acquires or becomes acquainted with during the period of this Agreement, whether developed by Consultant or by others, which Consultant has a reasonable basis to believe to be Confidential Information, or which is treated by the Tribe as being Confidential Information, shall be presumed to be Confidential Information.

8.3 Property of the Tribe

8.3.1 Consultant agrees that all plans, manuals and specific materials developed by the Consultant on behalf of the Tribe in connection with services rendered under this Agreement, are and shall remain the exclusive property of the Tribe. Promptly upon the expiration or termination of this Agreement, or upon the request of the Tribe, Consultant shall return to the Tribe all documents and tangible items, including samples, provided to Consultant or created by Consultant for use in connection with services to be rendered hereunder, including without limitation all Confidential Information, together with all copies and abstracts thereof.

9 Method of Payment

9.1 Purchase Order Issuance

9.1.1 Upon award of this RFP, Consultant shall be issued a Blanket Purchase Order Number (BPO) for the purpose of billing in regards to this RFP.

9.2 Payment

9.2.1 Payment and Submission of Invoices

- 9.2.1.1** Payment for work performed under this Agreement will not exceed the agreed upon amount, unless additional payments are agreed upon in advance and in writing, signed by both parties.
- 9.2.1.2** Expenditures under agreements awarded pursuant to the contract must be invoiced and supported by documentation.
- 9.2.1.3** Payments will be made to Consultant based on progress achieved. The Consultant must submit each invoice in sufficient detail to document their progress.
- 9.2.1.4** No advance payments will be made to the Consultant, who must have the capacity to meet all project expenses in advance of payments by TMDCI.
- 9.2.1.5** Invoices may not be accepted on more frequent intervals than once per month. Invoices requesting payment will be prepared and submitted and contain the following information: Agreement number, description of services, time spent on each task and total cost for services.
- 9.2.1.6** Invoices are to be reviewed and approved by the Human Resources Director.
- 9.2.1.7** The Consultant shall be paid within 30 days (Net 30) of Tribe's receipt of invoice.

9.2.2 Remit to Address:

TMDCI – Finance Department
P.O. Box 1069, Thermal, CA 92274

Attn: Accounts Payables (CA # / PO #)

9.2.3 Invoice Format:

9.2.3.1 Project name: Legal Services for Employment Matters

9.2.3.2 Purchase Order number: [To be issued upon award of RFP # 10290]

9.2.3.3 RFP and Contract number must be on invoice.

10 Delivery of Proposal

10.1.1 Proposals are to be sent to:

10.1.1.1 **By Mail or Hand Delivery** – Ten (10) copies of the Proposal may be mailed or hand delivered to the Procurement Department:

US Mail: Mary Nichols, Contract Coordinator
TMDCI – Procurement Department
P.O. Box 1160
Thermal, CA 92274
RFP 10290 – Legal Services for Employment Matters

Express Mail/ Hand Delivery: Mary Nichols, Contract Coordinator
TMDCI – Procurement Department
66-725 Martinez Road
Thermal, CA 92274
RFP 10290 – Legal Services for Employment Matters

Any submission received after the due date and time will not be evaluated.

11 Evaluation Procedures

11.1 Evaluation Criteria

11.1.1 **Evaluation Team** – The evaluation team shall be composed of representatives from Human Resources, Tribal Council, Procurement Department, and Finance Department. The evaluation team shall be charged to review the proposals and select a Consultant for this RFP.

11.1.1.1 Evaluations will be based on overall services, qualifications and cost presented in the proposal.

11.1.1.2 An interview/presentation may be conducted with a person or business submitting a proposal selected as finalist to offer an opportunity for the person or business submitting a proposal to present the proposal and explain or clarify aspects of the proposal. Unless otherwise agreed, the interview/presentation will be scheduled at the TMDCI Headquarters in Thermal, California.

11.1.2 Award

11.1.2.1 Award will be made to the responsible and responsive bidder(s) whose bid meets the requirements of the RFP and offers the best value to TMDCI. An award will be made on a competitive basis based on a 200 point distribution system.

The 200 Point Award System for this RFP:

Grading Criteria	Point	%
Cost/Proposed Pricing Method	80	40%
Qualifications/credentials of the law firm and staff with any special recognition or certifications held.	40	20%
Service and past performance with Tribally Administered Programs and Projects funded by Federal, State, and Local Government	40	20%
Local Office representing	30	15%
Indian Preference (see 11.1.5.2)	10	5%
Total	200	100%

11.1.3 Indian Preference and Employment Training

11.1.3.1 This RFP is open to all qualified Applicants

11.1.3.2 Indian Preference – that Consultant is a Tribal organization or an Indian-owned Economic Enterprise with not less than fifty-one percent (51%) Native American ownership.

11.1.3.3 Bids no more than five (5) % higher than the lowest bid or 10 additional points for preference or for statement regarding training and employment of Indians.

11.1.4 The Tribe encourages minority-owned and women-owned businesses, socially and economically disadvantaged business enterprises and small businesses to submit proposals or to participate as partners.

11.1.5 Discussions and Best and Final Offer

11.1.5.1 Acceptance of Proposal – The Tribe may, at its sole discretion, either accept an Applicant’s initial proposal by award of an Agreement for a Contract or enter into discussion with any Applicant(s) whose proposals are deemed to be reasonable and capable of being considered for award. After discussions are concluded, an Applicant may be allowed to submit a “Best and Final Offer” for consideration.

11.1.5.2 If a bid is received from at least one qualified and registered Indian-owned organization or Indian-owned economic enterprise, in which the Native American ownership is at least fifty-one percent (51%), and it is within five (5) % of the bid of the lowest qualified bidder, the Contract will be awarded to the qualified registered Indian-owned organization or the qualified registered Indian-owned economic enterprise. The Agreement or Contract will be awarded to the best-qualified bidder whose proposal does not exceed the amount of funds estimated by TMDCI to be available for the project. TMDCI reserves the right to reject any and all bids. The decision of TMDCI shall be final and not subject to appeal.

11.1.6 Negotiations

11.1.6.1 Disclaimer – Provisions not addressed by this RFP will be negotiated with the Consultant once an award has been made.

12 Attachments

12.1.1 Remarks on Attachments – The attachments are hereby made a part of this RFP:

12.1.1.1 Attachment – Native American Enterprises Qualification Statement must be submitted with bid if claiming native preference:

12.1.1.1.1 <http://www.torresmartinez.org/Departments/Procurement/RFPListing/tabid/107/Default.aspx>