

The All Mission Indian Housing Authority (IHA) is a tribal entity that was formed in 1970 to provide federally subsidized housing and housing assistance to low-income Indian families, located on 14 Reservations in Southern California. It is governed by a board of commissioners and is subject to the requirements of Title 24 of the Code of Federal Regulations. A total of 151 low rent, Mutual Help and Home Ownership housing units are currently administered by the All Mission Indian Housing Authority.

In keeping with its mandate to provide effective and efficient services, the IHA is now soliciting proposals from qualified and licensed entities to provide legal services to a variety of programs operated by the IHA. All proposals submitted in response to this solicitation must conform to all the requirements and specifications outlined in this document in its entirety.

Please note: This RFP is not limited to Indian Owned Enterprises Only

RFP INFORMATION AT A GLANCE

IHA CONTACT PERSON	Yvette Yazzie yyazzie@amiha.org Telephone No.: (951) 760-7390
RFP PICK-UP AND SUBMITTALS	All Mission Indian Housing Authority 27368 Via Industria, Suite 113 Temecula, CA 92590 yyazzie@amiha.org (*Request the RFP Documents Only. Proposal submittals can not be accepted via fax or e-mail)
PRE-PROPOSAL CONFERENCE	Not Applicable
RFP DOCUMENT PICK-UP DEADLINE	Time: 4:00 p.m., Thursday, May 27, 2021
PROPOSAL SUBMITTAL DEADLINE	Date: 4:00 p.m., Friday, June 4, 2021

All IHA funds are subject to Section 7(b) of the Indian Self Determination and Education Assistance Act (25 U.S.C.450e(b)).

Section 7(b) provides that any contract, subcontract, or grant administered by IHA shall require that, to the greatest extent feasible:

- Preference and opportunities for training and employment shall be given to Indians, and
- Preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian -owned economic enterprises.

IHA’S RESERVATION OF RIGHTS NOTICE:

1. The IHA reserves the right to reject any or all proposals, to waive any informalities in the RFP process, or to terminate the RFP process at any time, if deemed to be in its best interest.
2. The IHA reserves the right not to award a contract pursuant to this RFP.
3. The IHA reserves the right to terminate a contract awarded pursuant to this RFP, at any time for its convenience upon ten (10) days written notice to the successful proposer.
4. The IHA reserves the right to determine the days, hours and locations that the successful proposer shall provide the services called for in this RFP.
5. The IHA reserves the right to retain all proposals submitted and not permit withdrawal for a period of sixty (60) days subsequent to the deadline for receiving Proposals without the written consent of the IHA Executive Director.
6. The IHA reserves the right to negotiate the fees proposed by the proposer entity.
7. The IHA reserves the right to reject and not consider any proposal that does not meet the requirements of this RFP, including but not necessarily limited to: incomplete Proposals and/or Proposals offering alternate or non-requested services.
8. The IHA shall have no obligation to compensate any proposer for any costs incurred in responding to this RFP.

The All Mission Indian Housing Authority (IHA)

By: _____
Debra M. Skallerud
Contracting Officer

Date: _____

I. SCOPE OF PROPOSAL/TECHNICAL SPECIFICATIONS:

- A. Please note that the following is not intended to be an all inclusive listing of the legal issues that IHA may retain the successful proposer to provide, but is intended to be a representative listing of issues that IHA has previously required services for. IHA shall retain the right to, if necessary, retain any proposer to provide any services that the proposer has shown an ability to provide. If the IHA is in need of such additional services, it is the intention of the IHA to first consult the proposals of firms that have submitted a proposal in response to this RFP, and to only proceed to additional firms if, in the opinion of the IHA, it is in its best interests of the IHA to proceed accordingly.
- B. The IHA is seeking proposals from qualified licensed, insured and bonded entities to provide a variety of legal services within the applicable court systems (State, Federal and Tribal Court systems). These services are a necessary supplement to the daily operation of the IHA. Such services shall include, but are not necessarily limited to:
1. Legal advisor to the IHA Board of Commissioners, including, but not limited to:
 - (a) Upon request of the Executive Director, attend Special Board Meetings and be prepared to advise the Board regarding:
 - (1) The aforementioned California Open Meeting Law.
 - (2) Relevant regulatory requirements that govern Federally subsidized housing programs.
 - (3) Relevant contractual or interlocal agreement obligations that either is or may become binding upon the IHA.
 - (4) The legal impact and/or consequence of administrative policy decisions.
 - (5) IHA policies and procedures.
 - (6) IHA by-laws.
 - (7) Relevant Code of Federal Regulations (CFR); California Statutes; Municipal codes and tribal regulations.
 - (8) Responding to inquiries by Commissioners and the Public.
 2. Legal advisor to the Executive Director and/or his/her designee, including, but not limited to:
 - (a) Landlord/tenant issues, including evictions, lease preparation and interpretation and premise liability.
 - (b) Fair Housing issues, including claims involving violations of the Fair Housing Act, ADA and Section 504 or the Rehabilitation Act.
 - (c) Employment issues, including collective bargaining, employment discrimination, wrongful termination claims, employee discipline, workers compensation and OSHA requirements.

- (d) Construction contract and procurement issues, including claims involving payment and performance bonds, change order requirements, owner liability and various procurement issues.
3. Human Resources function, including, but not limited to:
 - (a) EEOC matters.
 - (b) Personnel policies and procedures creation, implementation and interpretation of new and old.
 - (c) Disciplinary procedures.
 - (d) Hiring, firing and reclassification matters.
 - (e) Worker's compensation.
 - (f) OSHA.
 - (g) ADA and Section 504 Compliance.
 - (h) Federal regulations regarding employment.
 4. Operations function, including, but not limited to:
 - (a) Fair Housing issues.
 - (b) Housing landlord/tenant issues, MHOA agreements, including evictions and attendance at court proceedings, when necessary.
 5. Housing Programs function, including, but not limited to:
 - (a) Mutual Help, low rent, and NAHASDA Housing Programs.
 - (b) Landlord/tenant issues as they relate to IHA contracts.
 - (c) Treasury or HUD stimulus funds
 6. Development/Modernization program, including, but not limited to:
 - (a) Real estate transactions.
 - (b) Zoning, building and inspection codes and regulations.
 - (c) Court proceedings.
 - (d) Construction contracts.
 - (e) Lease agreements.
 - (f) Partnership development and contract documents.
 7. Contracting and Procurement, including, but not limited to:
 - (a) General and service contracts.
 - (b) Uniform Commercial Code.
 - (c) Risk and liability exposure issues.
 - (d) Contractual conflicts.
 - (e) Policies and procedures.
 8. Legal representative of the IHA, including, but not limited to, facilitate the competent legal representation of the IHA in the following matters:
 - (a) Appearance for and representation of the IHA at judicial proceedings involving landlord-tenant issues.
 - (b) Defending the IHA in or initiating on its behalf, breach of contract actions that will not require or involve complex litigation.

- (c) Referring legal matters to the IHA's insurance carrier for resolution and/or defense.
- (d) As directed by the IHA, the potential supervising, managing or otherwise coordinating all legal services provided on behalf of the IHA.
- (e) Appearance for and representation of the IHA at administrative tribunals on the Federal, state and local levels. These tribunals may include County Commission meetings and meetings with HUD officials, as well as quasi-judicial forums.
- (f) Preparation and/or review of the IHA contracts, interlocal agreements and Memorandums of Understanding.
- (g) Review of the IHA's policies and procedures to determine compliance with applicable Federal, state and/or local law.
- (h) Preparation, review and/or modification of legal documents utilized by the IHA in the course of business to ensure and/or determine compliance with applicable Federal, state and local law. These documents may include Board resolutions and meeting minutes, lease agreements, employment applications/forms and housing program forms and notices.
- (i) Attendance and participation at meetings about and/or with entities having legal business with the IHA.
- (j) Risk and liability exposure issues.
- (k) Tribal membership/withdrawal from the IHA issues.
- (l) Clarification regarding general legal issues as they arise.
- (m) Provision of legal opinions on various subjects.
- (n) Assist in selection of attorneys needed in specialized fields of practice such as environmental law, bankruptcy law, and civil rights and construction law.

PLEASE NOTE: Each proposer must disclose any and all real and potential conflicts of interest and shall provide signed waivers regarding such conflicts.

II. PROPOSAL FORMAT:

The IHA intends to retain the successful proposer pursuant to a “Best Value” basis, not a “Low Bid” basis. Therefore, so the IHA can properly evaluate the offers received, all proposals submitted in response to this RFP must be formatted in accordance with the sequence noted below. None of the proposed services may conflict with any requirement the IHA has published herein or has issued by addendum.

Tab 1: Form of Proposal:

Attachment A must be fully completed, executed, and submitted as a part of the proposal submittal.

Tab 2: Profile of Firm Form:

Attachment B must be fully completed and executed and submitted under this tab as a part of the Proposal submittal.

Tab 3: Proposed Services:

As more fully detailed within Section I, *Scope of Proposal/Technical Specifications*, the proposer shall clearly detail the proposer's knowledge, experience, technical competence, and capability to provide the services detailed within each of the noted service areas:

- ▶ Legal advisor to the Board of Commissioners;
- ▶ Legal advisor to the Executive Director;
- ▶ Human Resources function;
- ▶ Housing Programs function;
- ▶ Contracting and Procurement function;
- ▶ Indian Housing Legal Representation.

Tab 4: Proposed Fees Form:

Attachment C must be fully completed and executed and submitted as a part of this Proposal.

Please note that the IHA reserves the right to negotiate all fees.

Tab 5: Client List

Tab 6: Indian Preference Documentation

When applicable complete Attachment D

Tab 7: Other Information (Optional Item): The proposer entity may include any other general information that the proposer believes is appropriate to assist the IHA in its evaluation.

A. Proposal Submission:

All Proposals must be submitted to the IHA Office no later than the submittal deadline stated herein (or within any ensuing addendum). A total of three exact (3) copies (including cover and extending tabs) of the Proposal submittal, including one original signature copy, shall be placed unfolded in a sealed package and addressed to:

**All Mission Indian Housing Authority
Dave Shaffer, Executive Director
27368 Via Industria, Suite 113
Temecula, California 92590**

The package exterior must clearly denote “RFP No. A2021-1 Legal Services” and must have the proposer’s name and return address. Proposals submitted after the published deadline will not be accepted.

III. PROPOSAL EVALUATION CRITERIA:

A. Evaluation Criteria:

The following criterion will be utilized by the IHA to evaluate each proposal submitted:

NO.	MAX POINT VALUE	CRITERION DESCRIPTION
1	30 points	SPECIALIZED KNOWLEDGE, EXPERIENCE AND TECHNICAL COMPETENCE that the proposer displays for the work required, based upon the work history (especially in a Indian housing authority environment), and the resumes submitted for the staff proposed to perform the work. The PAST PERFORMANCE of the proposer on prior work of the same or similar nature, based on the letters of reference and/or client lists submitted, and based upon the results of any consultation that AMIHA chooses to conduct with such.
2	30 points	The CAPABILITY the proposer displays, in that the proposal submittal shows: (a) a knowledge and understanding of the scope of the work to be performed; and, (b) a realistic proposed approach to the performance of the required work.
3	10 points	OVERALL QUALITY OF THE PROPOSAL SUBMITTED , based upon the opinion of the evaluators.
4	20 points	The proposed COST of the services.
5	10 points	Indian Preference
	100 points total max.	

B. Contract Award Procedure:

If a contract is awarded pursuant to this RFP, the following procedure will be followed:

Upon completion of the Proposal Evaluation Process, the IHA evaluation panel will forward its conclusions and recommendation to the IHA Contract Division. The IHA Contract Division will submit the panel’s conclusion and recommendation to either the IHA Executive Director for approval of award or it may be necessary to submit the recommendation to the IHA Board of Commissioners at a regularly scheduled board meeting. If so, the IHA Board of Commissioners will then make its determination of whether or not to follow the panel’s recommendation. If the recommendation is followed, the successful proposer will receive an IHA Notice of Award; thereafter contract price negotiations will begin.

1. Contract Conditions:

The following provisions are considered mandatory conditions of any contract award made by the IHA pursuant to this RFP:

(a) Assignment of Personnel:

The IHA shall retain the right to demand and receive a change in personnel assigned to the work if the IHA believes that such change is in the best interest of the IHA and the completion of the contracted work.

(b) **Unauthorized Sub-Contracting Prohibited:**

The successful proposer shall not assign any right, nor delegate any duty for the work proposed pursuant to this RFP (including, but not limited to, selling or transferring the contract) without the prior written consent of the IHA's Executive Director.

Any purported assignment of interest or delegation of duty, without the prior written consent of the IHA Executive Director shall be void and may result in the cancellation of the contract with the IHA, or may result in the full or partial forfeiture of funds paid to the successful proposer as a result of the proposed contract; either as determined by the IHA.

(c) **Contract Period:**

It is anticipated that the IHA will initially award a contract to perform these services for a period of one (1) year, with, at option for the IHA, to award four (4) additional one-year renewal periods.

(d) **Licensing and Insurance Requirements:**

Prior to award (but not prior to submission of the proposal) the **successful proposer** will be required to provide:

- (1) a copy of the entity's business license allowing that entity to provide services within the State of California;
- (2) an original certificate from the entity's industrial (workers compensation) insurance carrier;
- (3) evidence of malpractice insurance coverage with notification;
- (4) original certificates (that also includes auto coverage), naming the IHA as an additional insured, showing the entity's liability insurance coverage (minimum of \$1,000,000 each occurrence, general aggregate minimum limit of \$5,000,000), with a deductible of not greater than \$1,000;
- (5) evidence of professional liability coverage (minimum of \$1,000,000 each occurrence), with a deductible of not greater than \$1,000;
- (6) Proof of State unemployment coverage.

(e) **Right To Negotiate Final Fees:**

The IHA shall retain the right to negotiate the amount of fees that are paid to the successful proposer, meaning the fees proposed by the apparent successful proposer may be the basis for the beginning of negotiations. Such negotiations may begin after the IHA evaluation panel has chosen an apparent successful proposer and received the IHA Board approval to begin negotiations. If such negotiations are not, in the opinion of the IHA evaluation panel, successfully concluded within five (5) business days, the IHA shall retain the right to end such negotiations and begin negotiations with the next rated proposer. The IHA shall also retain the right to negotiate additional fees with any proposer, if the IHA's needs in these areas change.

(f) Billing/Payment Methods:

1. Indefinite Quantity Contract/Task Order Basis:

The proposed contract shall be considered to be an indefinite quantity contract (IQC) with work ordered on a task order basis; meaning, the IHA does not at this time know how much work it will award to the successful proposer(s), but the IHA will order work on an as-needed basis. The IHA reserves the right to order any quantity of work pursuant to the proposed contract, which means that there shall be no minimum or maximum amount of work that will be ordered, either on an individual order basis or in total.

2. As may be further detailed within the contract, to receive any payment due to the successful proposer, he/she shall submit to the IHA a monthly or as work is completed invoice detailing the service provided and the dates of service. All invoices will be paid on a net thirty-day (30) basis and should be formatted as follows:

- (a) Company name, address, telephone number,
- (b) Invoice number,
- (c) IHA contract number,
- (d) Detail of services being billed.

(g) Contract Service Standards:

All work performed pursuant to this RFP must conform and comply with all applicable local, state and federal laws.

FORM OF PROPOSAL

ATTACHMENT A

Instructions: The items listed below must be completed and included in the Proposal unless otherwise specifically noted. Please complete this form by marking X, where provided, to indicate that the referenced information has been included. Also, complete the Section 3 Statement and The Proposer’s Statement as indicated below:

X=ITEM INCLUDED	SUBMITTAL ITEMS <i>(Three copies of each Proposal, including one with original signatures)</i>
_____	Tab 1 Form of Proposal
_____	Tab 2 Profile of Firm Form
_____	Tab 3 Service Description
_____	Tab 4 Proposed Fee Form
_____	Tab 5 Managerial Capacity/Financial Viability
_____	Tab 6 Client List
_____	Tab 7 Equal Opportunity Employment Policy
_____	Tab 8 Subcontractor/Joint Venture Informational (Optional)
_____	Tab 9 Indian Preference Documentation (Optional)
_____	Tab 10 Other Information (Optional)

PROFILE OF FIRM FORM

ATTACHMENT B

Page 1 of 2

- (1) Prime _____ Subcontractor _____ (This form must be completed by each).
- (2) Name of Firm: _____
- (3) Street Address: _____
- (4) City, State, Zip: _____ Tel: _____ Fax: _____
- (5) Year Firm Established: _____ In CA: _____
- (6) Type of Ownership: _____
- (7) Former Name and Year Established (if applicable):
 _____ Year: _____
- (8) Name of Parent Company and Date Acquired (if applicable):
 _____ Date: _____
- (9) Identify Principals/Partners in Firm; please submit under Tab #5 brief resume for each:

NAME	TITLE	% OF OWNERSHIP

- (10) Identify the individual(s) that will act as project manager and any other supervisory personnel that will work on project; please submit under Tab #5 a brief resume for each. (Do not duplicate any resumes required above):

NAME	TITLE

- (11) Federal Tax ID No.: _____
- (12) State Contractors License Type and No.: _____

Signature

Date

Printed Name

PROFILE OF FIRM FORM

ATTACHMENT B

Page 2 of 2

(15) General Liability Insurance Policy No. and Carrier: _____
Deductible Amount: \$ _____

(16) Professional Liability Insurance Policy No. and Carrier: _____
Deductible Amount: \$ _____

(17) Proposer Diversity Statement: You must circle all of the following that apply to the ownership of this firm:

- Resident-Owned (IHA)
- Public Held Corporation
- Government Agency
- Non-Profit Organization

or Resident (RBE), Minority (MBE), or Woman-Owned (WBE) Business Enterprise (Qualifies by virtue of 51% or more ownership and active management by one or more of the following:

- Caucasian American
- African American
- Native American
- Hispanic American
- Asian/Pacific American
- Hasidic Jew
- Asian/Indian American
- Woman-Owned
- Other (Specify) _____

WMBE/RBE Certification Number: _____

Certified by: _____

(NOTE: CERTIFICATION NUMBER NOT REQUIRED TO PROPOSE – ENTER IF AVAILABLE)

(18) Debarred Statement: Has this firm or any principal ever been debarred from providing any services by the Federal Government, the State of California, or any Local Government Agency within the State of California? Yes No

If yes, please attach a full detailed explanation, including dates, circumstances and current status.

(19) Disclosure Statement: Does this firm or any principals of this firm have any current, past personal, or professional relationship with any Commissioner or Officer of the IHA? Yes No

Name (s) of such Commissioner or Officers: _____

If yes, please attach a full detailed explanation, including names, circumstances and current status.

(20) Verification Statement: The undersigned proposer hereby states that by completing and submitting this form he/she is verifying that all information provided herein is, to the best of his/her knowledge, true and accurate, and that if the IHA discovers that any information entered herein is false, that shall entitle the IHA to not make award or to cancel any award with the undersigned party.

NOTE: If necessary, please attach additional information on additional pages:

Signature

Date

Printed Name

PROPOSED FEES FORM

ATTACHMENT C

PLEASE NOTE: Do not provide these costs in any other manner other than as detailed within this form. All costs proposed shall be provided on this form. Costs, including this completed form, are to be submitted ONLY under Tab #4—any proposer that submits proposed costs under any other tab will be rejected without consideration. You must propose costs for all of the following areas. You MAY NOT “pick and choose” which of the following areas you wish to enter costs for. Failure to abide by these instructions will cause that proposer to be rejected without consideration. Any proposer that leaves any of the following items blank or enters “N/A” or a “o” into any of those areas will be rejected for non-responsiveness—a proposed cost MUST be provided for each requested cost!

- 1. Partner @ \$ _____/Hour**
- 2. Associate @ \$ _____/Hour**
- 3. Paralegal @ \$ _____/Hour**

(NOTE: If you attached another sheet with ranges for each of the above areas, IHA will use the highest fee proposed within each range to calculate each of the above.)

Company Name

Address, City and Zip

Telephone Number

Fax Number

Signature

Date

Printed Name

INDIAN PREFERENCE FORM

ATTACHMENT D

NOTE: IT IS NOT NECESSRY TO COMPLETE AND SUBMIT THIS FORM AND ANY OF THE NOTED ITEMS IF YOU ARE NOT CLAIMING INDIAN PREFERENCE.

CERTIFICATION FOR FIRMS SEEKING INDIAN PREFERENCE IN CONTRACTING, AND DEMONSTRATION OF CAPABILITY: So that the AMIHA may assess your firm's eligibility to claim Indian Preference participation as noted above, in addition to the other items required by that Clause, please include with your submission as many of the following items as possible. Failure to include any of these items as evidence may result in denial by the AMIHA to certify your firm as an eligible Indian owned company and, therefore, ineligible to receive Indian Preferences.

- a. For firms claiming status as an Indian owned enterprise, the following items checked are included:
 - _____ Copy of PHA resident lease
 - _____ Copy of evidence of participation in a Public Assistance Program
 - _____ Other evidence (please explain) _____

- b. For any firm claiming Indian Preference, copies of the following items checked are attached as evidence that the firm is a legal business entity:
 - _____ Articles of Incorporation
 - _____ Fictitious Firm Name Certificate
 - _____ List of Owners/Stockholders; % held by each.
 - _____ Latest Board minutes appointing officers
 - _____ Organizational chart with names/titles and brief functional statement
 - _____ Certificate of Good Standing
 - _____ Partnership Agreement
 - _____ Corporation Annual Report
 - _____ Additional Documentation (please explain): _____

- c. For firms claiming Indian Preference status by subcontracting at least 25% of the amount awarded to qualified Indian Owned firms:
 - _____ List of subcontracted Indian owned firm(s) and subcontracted amount

- d. For firms claiming Section 3 status by claiming that at least 30% of their workforce is currently Section 3 residents or were Section 3 eligible residents within three (3) years of the date of first employment with the firm:
 - _____ List of current full-time employees.
 - _____ PHA residential lease (for those less than three (3) years from day of employment)
 - _____ List of employees claiming Section 3 status
 - _____ Other evidence of Section 3 status (please explain): _____

- e. Evidence of ability of perform successfully under the terms and conditions of the proposed contract:
 - _____ Current financial statement
 - _____ Statement of ability to comply with public safety
 - _____ List of owned equipment
 - _____ List of all contracts for the past two years

Signature

Date

Printed Name

Company Name