



PROPOSAL DUE DATE: March 2, 2018 by 5:00PM MST

CONTACT PERSON: Theresa Thin Elk, General Counsel
Office of the General Counsel
(928)73403141

E-MAIL PROPOSALS TO: TThinElk@hopi.nsn.us

A. Scope of Work: The selected Contractor will provide the following services to the Hopi Tribe:

The Contractor will provide legal services to the Hopi Tribe in connection with the Indian Gaming Regulatory Act, matters under the Arizona Tribal State Gaming Compact (Compact) and applicable Hopi Tribe laws and policies.

Specifically, the Attorney will work on amendments, negotiations and implementations of the Compact relative to transfer agreements and/or gaming facilities. The Contractor will assist the Office of General Counsel with transactional services which includes, but not limited to review and drafting Hopi Tribe laws and policies with respect to gaming regulatory, drafting of contracts, review of licensing issues, amendments, negotiations and implementation of the Compacts and any ancillary issues related to the aforementioned.

Experience in the field of Indian Gaming, Indian and Hopi tribal law is preferred. Demonstration of these qualifications should include information indicating the depth of experience and the nature of legal services in which you or your firm has been involved over time.

The Hopi Tribe Office of General Counsel will be accepting proposals for this service postmarked by 5:00 PM MST on March 2, 2018. No Late Proposals Will Be Accepted. ANY LATE SUBMITTALS WILL BE RETURNED.

B. Fees

Describe in detail the hourly rate or other basis on which you would bill the time of attorneys and paralegals assigned to this scope of work, and your timekeeping and invoicing practices. If you intend to engage outside consultants or co-counsel, provide comparable information regarding fees and expenses.

C. Conflicts:

Your firm should disclose what Arizona Tribes your firm represents on gaming matters and should make an affirmative statement as to whether your former or current representation of these clients presents any conflict of interest which might bar you from undertaking representation of the Hopi Tribe.

SECTION I

SCHEDULE OF ACTIVITIES AND CONTACT

SCHEDULE

DEADLINES:

- | | |
|----------------------------|-----------------------------------|
| 1. Due Date for Proposals | March 2, 2018 at 5:00
PM (mst) |
| 2. Opening of Submittals | _____ at 9:00 AM |
| 3. Award Date for Contract | _____ by 5:00 PM |

Prospective Respondent may make inquiries to Sandra Dennis at 928-734-3143 up to March 1, 2018 at 5:00 PM MST. Any inquiries concerning this RFP or to obtain clarification of requirements will be answered on that time frame.

SECTION II

INSTRUCTION TO BIDDERS:

- A. PROPOSALS SUBMISSION: Proposals must be received on or before 5:00 p.m. MST on March 2, 2018.
- B. LATE RECEIPT OF PROPOSALS: Late proposals will NOT be accepted. It is the sole responsibility of the Respondent to ensure the proposal arrives at the designated e-mail address indicated on the Cover Sheet prior to the date and time specified.
- C. REJECTION OF PROPOSALS: The Hopi Tribe's Office of General Counsel and the Hopi Tribal Council reserves the right to reject any or all proposals and to waive all informalities and minor irregularities in receiving proposals.
- D. PROPRIETARY INFORMATION: Any restrictions on the use of data contained within any proposals must be clearly stated in the proposal itself. Each and every page of the proprietary material must be labeled or identified with the word "PROPRIETARY."
- E. RESPONSE MATERIAL OWNERSHIP: All material submitted regarding this RFP shall become property of the Hopi Tribe and will not be returned to the Respondent. Responses received will be retained by the Office of General Counsel and may be reviewed by any person after final selection has been made, subject to paragraph D above.

- F. **INCURRING COSTS:** Any cost incurred by the Respondent in the preparation, transmittal to this RFP shall be at the expense of the Respondent.
- G. **ACCEPTANCE OF PROPOSAL CONTENT:** The content of the proposal will become contractual obligations if a contract award is made. Failure of the successful bidder to accept these obligations may result in cancellation of the award and such bidder may be removed from consideration for future solicitation. The Hopi Tribe Office of General Counsel reserves the right to pursue appropriate legal action in the above set of circumstances.
- H. **RESPONDENT'S TERMS AND CONDITIONS:** Respondent may submit a "SAMPLE" of entity standard services agreement with the proposal and a complete set of any terms and conditions they expect to have included in a contract negotiation with the Hopi Tribe. (OPTIONAL)
- I. **GOVERNING LAW:** The review of this RFP will be reviewed in compliance with applicable Hopi Tribe laws.
- J. **ACCEPTANCE TIME:** The Office of General Counsel in conjunction with the Hopi Tribal Council intends to make a selection after the evaluations of the proposals and respondents will be notified by e-mail.
- K. **AWARD OF BID:** A pre-award will be announced.
- L. **EVALUATION PROCEDURES AND CRITERIA:**
1. The Office of General Council in conjunction with the Hopi Tribal Council will evaluate the proposals received in accordance with the general criteria used herein. Bidders should be prepared to provide any additional information the Tribal Council feels necessary to the fair evaluation of proposals.
 2. Failure of bidder to provide any information requested in the RFP may result in disqualification of the proposal. All proposals must be endorsed with the signature of a responsible official having the authority to bind the bidder to the execution of a contract.
 3. The sole objective of the Hopi Tribal Council will be to select the bidder who is most qualified and meets the needs of the Hopi Tribe Office of General Counsel and the Hopi Tribe. The specifications in this RFP represent the minimum performance criteria necessary for a response. On the basis of the evaluation criteria established in this RFP the Hopi Tribal Council will select and recommend the bidder who best meets this objective.
 4. **Financial Factors:** Proposed costs will be evaluated not only to determine if the estimate is reasonable, realistic and cost effective, but also to determine the offeror's understanding of the program and ability to organize and perform the contract. Cost/price factors will not be numerically weighed and scored.

- M. **STANDARD CONTRACT:** The Hopi Tribe reserves the right to incorporate standard contract provisions into any contract negotiations as a result of a proposal submitted in response to this RFP. This RFP does not constitute a contract.
- N. **RETURN OF DOCUMENTS:** The Hopi Tribe has no obligation to return any proposals received in response to this RFP.
- O. **TERM:** The term of this contract will be set forth by the Office of General Counsel in consultation with the Hopi Tribal Council.
- P. **RIGHT TO NOT ACCEPT:** The Tribe reserves the right to accept, reject or negotiate specifics of any proposal. A proposal response does not constitute a binding contract, such contract to be separately entered into by the selected party and the Tribe.

SECTION III

A. PROPOSAL CONTENTS

1. Identify the name and title of the person authorized to negotiate the contract on behalf of the firm; and
2. Preferred date for completion of work and recommendations; and
3. Qualifications of the firm; and
 - Qualifications and experience related to negotiations of gaming compacts
 - Qualifications and experience related to the negotiations of transfer agreements
4. Signed by the individual authorized to contractually obligate the firm.

B. INSTRUCTIONS TO THE RESPONDENT

Any proposal that does not adhere to this format and which does not address each requirement and the scope of work within the RFP may be deemed non-responsive and rejected on that basis.