

# HOPI SCHOOL SYSTEM HOPI BOARD OF EDUCATION

info@hopischoolsystem.org / www.hopischoolsystem.org

LeRoy Shingoitewa, Chairperson

Ronya Talayumptewa-Peshlakai, Vice-Chairperson

Robyn Kayquoptewa, Member

Merwin Kooyahoema, Member

Sophia Quotskuyva, Member

---

## HOPI SCHOOL SYSTEM HOPI RESERVATION, ARIZONA

### REQUEST FOR PROPOSALS LEGAL COUNSEL SERVICES

**RFP ID #02-2023    Date Issued: March 27, 2023    Date Due: May 17, 2023, 5:00 p.m.**

#### **Section I.    Introduction.**

##### **A. Invitation.**

The Hopi Board of Education (“HBE”) is soliciting proposals from qualified firms or individual attorneys for legal counsel services for the Hopi School System (“HSS”) which is a unified school system of seven Tribally Controlled Schools on the Hopi Reservation.

Information provided in this Request for Proposal (“RFP”) is to be used only for purposes of preparing a proposal detailing the scope and costs of providing Legal Counsel Services to the HSS. It is expected that each attorney or firm submitting a proposal will read this request with care, as failure to meet the conditions or specifications herein may invalidate a proposal.

Price will not be the sole criteria for selecting an attorney or firm. Rather, the scope of available services, experience with similar clients in similar matters, and references for the prospective applicants will also be considered.

##### **B. Hopi School System Organizational Overview.**

Over the last thirty years, the Hopi Tribe (“Hopi” or “Tribe”) made the sovereign decision to convert all seven Bureau of Indian Education (“BIE”) operated-schools on the Hopi Reservation to Tribally Controlled Schools under the P.L. 100-297, Tribally Controlled Schools Act. Following their conversion, Hopi’s seven BIE-funded schools each began operating independently as P.L. 100-297 grant schools, which together have a total student population of about 1,200 students and 373 employees.

On August 7, 2019, the Hopi Tribe enacted the Hopi Education Code (“Code”) as the Tribe’s new comprehensive law for education services on the Hopi Reservation. The Code consolidates Hopi’s seven Tribally Controlled Schools into a single, unified HSS, which will function much like a school district. The HSS has applied to the Bureau of Indian Education for a new P.L. 100-297 grant which will consolidate all seven school grants into a single grant for the HSS. The transition to the HSS is planned to occur on July 1, 2023, once the P.L. 100-297 grant application is approved.

The Code delegates management and oversight of the HSS and the seven Tribally Controlled Schools on the Hopi Reservation to the HBE. The HBE will serve as the school board for all Hopi schools. It will provide oversight of the schools, effective governance, and administrative and academic support. The HBE will determine all policies and procedures, make all hiring decisions and oversee operations of all Tribally Controlled Schools within the Hopi Reservation. The HBE meets monthly to discuss school policy and to provide guidance on HSS and school programs. At these meetings, the Chief School Administrator (“superintendent”) and other staff members will report on the status of school projects, goals and other HSS matters.

**Section II. Scope of Work.**

- A. Agreement.** A written contract for legal services agreement will be executed between the Hopi Board of Education, as the client, on behalf of the Hopi School System and the selected legal counsel specifying the terms and the conditions of the agreement.
- B. Applicant’s Experience.** Applicants must have a minimum four (4) years experience in Federal, state and Tribal Law, Education law, Human resources/employment/labor law and related matters. Experience with Tribally Controlled Schools is preferred, but is not required.
- C. Terms.** The agreement will be from July 1, 2023 through June 30, 2024. The agreement may be annually renewed, provided services and fees are satisfactory.
- D. General Responsibilities.** To provide necessary and legal advice and counsel to the HBE and Chief School Administrator to support them in the performance of their duties, including:
  - 1. Advise on the Hopi Education Code, HBE Bylaws, HSS Policies and Procedures, the HSS Handbooks and applicable Tribal, federal, and state laws as they relate to matters which come before the HBE and the Chief School Administrator.
  - 2. Provide written analysis and documents to address educational matters, hiring and employment, and other HSS matters as the need arises.
  - 3. The HSS Legal Counsel will provide all the administrative services and support necessary to manage the workload in order to complete all assignments. This includes office facilities, support staff, supplies and equipment.

**Section III. Applicant’s Proposal Format.**

The proposal must include a discussion of your understanding of the scope of the legal services required, including a fee schedule. All proposals must include, at a minimum, the following elements:

- A. Cover Letter.** A cover letter including the RFP title, the applicant’s name, and the applicant’s interest in the services to be provided.

**B. Executive Summary.** An executive summary of the applicant’s qualifications and related past experience.

**C. Resumes, Biographies and Summaries of Relevant Experience.**

1. Include a resume, detailed biography and summary of relevant experience of the primary representative to serve as legal counsel to the Hopi Board of Education and Chief School Administrator detailing relevant education and related experience, including a list of publications (if applicable); and
2. Include a resume, detailed biography and summary of relevant experience of any additional team members who may work on matters before the Hopi Board of Education and Chief School Administrator, together with a description of the proposed duties of each team member.

**D. Compensation and Billing.** Submit in your proposal a listing of your hourly rates and fees consistent with the following:

1. The total proposal will include the rate schedule for all personnel, as well as other expenses (including travel costs) associated with services provided by the attorney/firm. Proposals are to indicate all costs and the basis for their services.
2. The proposal will state agreement with provision of a monthly itemized billing statement as follows: The statement must include a description of the subject matter of the work (including case or matter name as appropriate), the attorney or legal assistant/paralegal, the time spent, the rate charged and the total of the amount billed for that item. A separate billing page for our Finance department showing only approved charges to protect confidentiality must also be provided.
3. An annual “not to exceed” agreement with additional hourly charges for work beyond the scope of the agreement or other alternate proposals may be included and will be considered.
4. The proposal will address fees for the first two years of services beginning on July 1, 2023.
5. May provide a sample of your standard contract terms.

**E. Licenses & Certifications.** Verification of licenses and “good standing,” and where your personnel are licensed to practice law, including:

1. Submit a certified statement for non-debarment, suspension, or prohibition from professional practice by any Federal, State, or Local Agency. The statement shall read: “This is to certify that                   attorney/firm name                   involved with this work, is not debarred, suspended, or otherwise prohibited from practicing law by any Federal, State, or Local Agency as may be applicable.”

2. If qualifying for preference in contracting as a Hopi/Indian owned enterprise or tribal organization, please submit qualifications and documents substantiating 51% ownership.
  3. Submit a written commitment and applicant's availability to commence and complete work as follows: "This is to certify that if selected,           name of attorney/firm          , will make the work to be performed under this Agreement top priority and will complete the work in an efficient and prompt manner."
- F. Representative List of Clients.** A representative list of schools, Tribes, Tribal entities, Pueblos, and/or non-profits that your firm has previously or currently represents.
- G. References.** Names, addresses, phone numbers, emails, and contact persons for at least three Nation or Tribe, Pueblo, school, or non-profit clients for which legal services were provided and who may be contacted as references.
- H. Conflicts of Interest.** The proposal must address the individual attorney or firm's policy and procedure for addressing conflict of interest issues and state if there are any potential or known conflicts of interest that would arise with representation of the Hopi School System.
- I. Contact Information.** The address and telephone number for the firm's main office and any branch offices that may be involved in providing services to the HSS.
- J. Period of Validity.** All proposals must state that they will remain valid for a period of 120 days after the due date specified.

**Section IV. Submission of Proposal.**

- A. Evaluation Criteria.** The proposals will be evaluated on the basis of the following criteria and point ranges:
1. Responsiveness of the proposal in clearly stating an understanding and approach of the work to be performed (0-25 Points).
  2. Qualifications, background and experience of Applicant (0 – 40 Points) as follows:
    - a. Size, structure, longevity and capacity of Applicant attorney/firm to maintain continuity of work under this RFP (0 – 10 Points);
    - b. Experience of Applicant in performing the type of work required for this RFP (0 -15 Points); and
    - c. Experience of Applicant with federal, state and tribal laws as they apply to Tribally Controlled Schools, other schools, labor law (0 – 15 Points).
  3. Cost Factor – Cost and fees of Proposal (0 – 35 Points).

4. Hopi/Indian Preference – The HBE will award an additional (10) points to qualified Hopi/Indian-owned firms, or (1 – 10) points to the extent proposing firms provide employment and training opportunities to Hopi members in the conduct of work under this proposal. Applicant must provide appropriate documentation.
5. Other factor(s) to be considered: any conflicts of interest.

**B. Selection Process and Interview.** The HBE, at its sole discretion, shall determine whether a particular applicant has demonstrated the qualifications to conduct the desired service for the HBE as follows:

1. Proposals will first be examined to eliminate those that are not-responsive to stated requirements.
2. Award shall be made to the most responsive applicant whose proposal is determined to be the most advantageous to the HBE taking into consideration the terms and conditions set forth in this RFP.
3. Any response that takes exception to any mandatory items in this RFP may be rejected and not considered.
4. The HBE reserves the right to accept or reject, in part or in whole, any or all proposals submitted without cause for liability.
5. The HBE reserves the right to request in writing clarifications or corrections to proposals. Clarifications or corrections shall not alter the applicant's price contained in the proposal.
6. The HBE reserves the right to negotiate further with the successful applicant. The content of the RFP and the successful applicant's proposal(s) will become an integral part of the contract, but may be modified by the provisions of the contract.
7. By submission of proposals pursuant to this RFP, applicant acknowledges that they are amenable to the inclusion in a contract of any information provided either in response to this RFP or subsequently during the selection process.
8. After proposals are received and evaluated, the applicant may be invited to a selection interview, in person at applicant expense, depending on the number and quality of the submittals.
9. The applicant whose submittal is selected by the HBE will be contacted for the purpose of entering into negotiations with the HBE for a written agreement. Final costs will be determined through negotiations with the attorney/firm selected.

**C. Small/Minority/Women/Veteran/Disabled-owned Firms.** Applicants owned by Small/Minority/Women/Veteran/Disabled-owned Firms shall have the maximum practicable opportunity to participate in contracts awarded. Applicant must provide appropriate documentation.

#### D. Schedule of Proposal.

Issue Request for Proposal	March 27, 2023
Submission of Questions Deadline	May 10, 2023, 5:00 p.m. (MST)
Proposals Deadline	May 17, 2023, 5:00 p.m. (MST)
Notify Attorney/Law Firm of their selection	June 8, 2023
Selected Attorney/Law Firm provides draft contract for services	June 14, 2023
Approve contract with selected Attorney/Law Firm	June 21, 2023
Sign contract with selected Attorney/Law Firm to begin legal counsel services	June 30, 2023

#### E. Procedures for Submission of Proposals.

1. Six (6) hard copies of the written proposals and one (1) electronic copy (including attachments) will be submitted by **May 17, 2023, 5:00 p.m. (MST)** to:

Hopi Board of Education  
Attn: Rosalie Talahongva, HBE Office Manager  
Hopi Department of Education and Workforce Development  
P.O. Box 123  
Kykotsmovi, AZ 86039  
Phone: (928) 734-3503  
Email: [RTalahongva@hopi.nsn.us](mailto:RTalahongva@hopi.nsn.us)

2. Proposal packet should be clearly marked as “HSS Legal Counsel Proposal” so that no error in opening will occur.
3. All costs directly or indirectly related to responding to this RFP (including all costs incurred in supplementary documentation, information, travel or presentation) will be borne by the applicant making the proposal.
4. Interviews will commence shortly following submission deadline. The Hopi School System may reject any proposal that is received after the specified date and time, and there can be no assurance that negotiations will result in a finalized agreement.
5. A copy of the RFP is available on the Hopi School System official website at: [www.hopischoolsystem.org](http://www.hopischoolsystem.org).
6. Any questions in regards to this RFP may be directed to: Ms. Rosalie Talahongva, at: [RTalahongva@hopi.nsn.us](mailto:RTalahongva@hopi.nsn.us). Deadline for submission of questions is: **May 10, 2023, 5:00 p.m. (MST)**.

## **Section V. Contract Requirements.**

Once HBE selects an attorney/law firm, the selected attorney/law firm must be fully qualified to perform the services described above. The selected attorney/law firm must also comply with the following Hopi Tribal and HSS requirements:

- A. Contract.** The attorney/law firm shall execute an Agreement with the HBE.
- B. Schedule of Project/Work Assignments.** The attorney/law firm shall provide the required services and shall complete the assigned project activities in the agreed time frames.
- C. Insurance.** The attorney/law firm shall maintain in full force and effect during the entire Contract term the Insurance requirements and shall be able to provide a Certificate of Insurance within ten (10) days after notification of award.
- D. Business License.** The attorney/law firm must attain a Business License through the Hopi Office of Revenue Commission prior to conducting any business on the Hopi Reservation or with the HBE.
- E. Hopi/Indian Preference.** To the maximum extent possible, in accordance with Section 7(b) of the Indian Self-Determination Act, 25 U.S.C. 5307(b), the selected attorney/law firm agrees to actively provide, to the greatest extent feasible: (1) preference and opportunities for training and employment shall be given to Indians, and (2) preference in the award of any subcontracts under this contract to Indian organizations or Indian-owned economic enterprises as defined in Section 3 of the Indian Financing Act of 1974 (25 U.S.C. 1452).
- F. Incorporated.** All requirements of the RFP and the representations made in the proposal that are not in conflict with provisions of the Contract shall be incorporated by reference and made an integral part of the Contract as though fully set forth.
- G. Retention of Records.** Records, files, data and legal work product regarding the Hopi School System, the Hopi Board of Education and the Office of the Chief School Administrator and the services provided thereto, will remain the property of the HSS and may be returned only at its option.
- H. Indemnity.** Individual/firm will also be required in the agreement to indemnify, defend and hold harmless the HSS, its respective employees, HBE members, local school board members, and agents, from and against any and all damages, claims, losses, expenses, costs, obligations, and liabilities, including, but not limited to, attorney's fees and costs.
- I. Governance.** All applicants are advised that the laws of the Hopi Tribe will apply and govern all contracts and engagements, including but not limited to, the Hopi Business License requirement. In issuing this RFP and by entering an agreement for legal services, the HSS does not and cannot waive the sovereign immunity of the Hopi Tribe. The successful applicant will consent to the jurisdiction of the Hopi Tribal Court as the sole forum to resolve any disputes brought according to the agreement.