

REQUEST FOR PROPOSAL FOR LEGAL SERVICES

INQUIRIES AND PROPOSALS SHOULD BE DIRECTED TO:

Bryon Miller
Chief Executive Officer
S&K Gaming, LLC
49708 US Hwy 93
Polson, MT 59864
bmiller@csktgaming.com

I. GENERAL INFORMATION.

- A. **Purpose.** This request for proposal (RFP) is to contract for legal services to be provided to the **S&K Gaming, LLC.**
- B. **Who May Respond.** Attorneys currently licensed to practice law in **Montana**, or law firms including such attorneys, may respond to this RFP.
- C. **Instructions on Proposal Submission.**

- 1. **Closing Submission Date.** Proposals must be submitted no later than **4:00 pm on December 19, 2019**
- 2. **Inquiries.** Inquiries concerning this RFP should be mailed to:

Bryon Miller
Chief Executive Officer
S&K Gaming, LLC
49708 US Hwy 93
Polson, MT 59864

Or e-mailed to: bmiller@csktgaming.com

- 3. **Conditions of Proposal.** All costs incurred in the preparation of a proposal responding to this RFP will be the responsibility of the Proposer and will not be reimbursed by S&K Gaming, LLC (hereinafter referred to as SKG).
- 4. **Instructions to Prospective Contractors.** Your proposal should be addressed as follows:

Bryon Miller
Chief Executive Officer
S&K Gaming, LLC
49708 US Hwy 93
Polson, MT 59864

It is important that the proposal be submitted in a sealed envelope clearly marked in the lower left-hand corner with the following information:

Request for Proposal
4:00 pm, December 19, 2019
SEALED PROPOSAL For Legal Services

Failure to do so may result in premature disclosure of your proposal. It is the responsibility of the Proposer to insure that the proposal is received by SKG, by the date, time and in the

manner specified above. Late, unsealed proposals will not be considered.

5. **Right to Reject.** SKG reserves the right to reject any and all proposals received in response to this RFP. A contract for the accepted proposal will be drafted based upon the factors described in this RFP.

6. **Notification of Award.** It is expected that a decision selecting the successful proposal will be made within four (4) weeks of the closing date. Upon conclusion of final negotiations regarding the successful proposal, all other Proposers will be informed, in writing, of the name of the successful Proposer. It is expected that the contract shall be a three-year contract.

- D. **Description of Entity.** SKG is a limited liability company organized under the laws of, and wholly owned by, the Confederated Salish and Kootenai Tribes of the Flathead Reservation. SKG is a hospitality based company holding a diverse portfolio that includes two casino operations, hotel, restaurants, RV/Marina slips, and other ancillary departments.

SKG was formed in 2006 under Ordinance 104(a) of the Confederated Salish and Kootenai Tribes. The Board of Directors, a five-member body, were appointed by the Tribal Council to oversee the SKG properties.

Additional information on SKG can be found at our web site www.skglc.com, www.kwataqnuk.com, www.graywolfpeakcasino.com or www.bigarmresort.com.

- II. **SCOPE OF SERVICES.** The Proposer shall be readily available to perform the following legal services, as requested by the Chief Executive Officer and/or Board of Directors:

- A. Review drafts of contracts and leases.
- B. Advise on gambling related issues
- C. Advise on legal issues related to company.
- D. Advise on individual labor and employment matters.
- E. Review personnel, fiscal and other policies, as well as agency bylaws.
- F. Advise on Human Resources policies and/or procedures.
- G. Advise on responses to subpoenas, court orders, and requests for information from third parties.
- H. Defend lawsuits, administrative claims, or other legal claims.
- I. Conduct litigation as necessary.

Although it is preferable for an attorney or firm to submit a proposal covering all of the above areas, SKG will consider proposals emphasizing expertise in subsets of these areas.

III. PROPOSAL CONTENTS. The Proposer, in its proposal, shall, as a minimum, include the following:

A. **Legal Experience.** The Proposer should describe its experience related to the areas outlined in the scope of services above. There is a particular interest in the following topic areas: tribally chartered limited liability companies; gambling industry; and general business operations. Additionally, if applicable, provide a description of any experience advising organizations comparable to SKG that offer similar services.

B. **Organization, Size, Structure, and Areas of Practice.** The Proposer should describe its organization in terms of the following:

- size
- structure,
- areas of practice
- office location(s)
- small or minority-owned business

Please include a copy of the Equal Opportunity/Affirmative Action Policy, if available.

C. **Attorney Qualifications.** The Proposer should separately attach a description of the qualifications of attorneys to be assigned to the representation. Descriptions should include:

1. Professional and education background of each attorney.
2. Overall supervision to be exercised.
3. Prior experience of the individual attorneys with respect to the required experience listed above. Include resumes only of attorneys likely to be assigned to the representation. Education, position in firm, years and types of experience, and continuing professional education will be considered.

D. **Price.** The Proposer's proposed price should include information on the hourly billing rates of each attorney or other legal staff who are expected to work on this representation and charges for expenses, if any, such as legal research, copies, faxes and electronic communication. Also include a retainer amount that would be charged to advise SKG on routine matters that could be handled over the telephone or otherwise without extensive research or other legal work. SKG reserves the right to negotiate with the Proposer on the structure of the billing and/or retainer fee.

IV. PROPOSAL EVALUATION.

A. **Submission of Proposals.** All proposals shall include one (1) original and five (5) copies.

B. **Evaluation Procedure and Criteria.** SKG's Chief Executive Officer and appropriate staff will review proposals and make recommendations to the Board of Directors for final approval. The Chief Executive Officer and/or Board of Directors may request a meeting with some qualified Proposers prior to final selection. Proposals will be reviewed in accordance with the following criteria:

1. Proposed approach to scope of work.
2. Level of experience of the individual(s) identified to work on this matter.
3. The Proposer's experience with similar clients and legal matters.
4. Cost.
5. Interviews, if conducted.

C. **Required Format for Proposals.** All proposals must follow the required format. Failure to follow the required format may result in disqualification of a proposal:

1. Page Limit: 14, including cover page
2. Attorney Qualifications section should be attached and is not included in the page limit
3. Page Size: 8 ½ x 11; portrait
4. Font Size: 12
5. Font Type: Times New Roman
6. Double-spaced
7. Margins: 1" minimum on the top, bottom, and sides of all pages
8. All pages must be numbered; double-sided printing is acceptable
9. Do not use material in proposals dependent on color distinctions, animated electronics, etc.
10. Do not place proposals in notebooks or binders. Metal clips may be used to bind pages together.
11. Do not include attachments other than those requested or required by this RFP.

V. PROPOSAL TIMELINE.

During the period from your organization's receipt of this Request for Proposals and until a contract is awarded, your organization shall not contact any employee of SKG for additional information except in writing directed to Bryon Miller, Chief Executive Officer, at bmiller@csktgaming.com

VI. QUESTIONS.

Questions for the purpose of clarifying the RFP must be submitted **in writing by email** and must be received no later than **4:00 p.m. on December 16, 2019**.

Questions must be emailed to Bryon Miller at bmiller@csktgaming.com. Please note that submissions of questions for response do not in any way enhance or guarantee the chances of receiving a contract through this proposal.

VII. GENERAL INFORMATION.

A. Contract Award

SKG reserves the right to award the contract in a manner deemed to be in the best interests of SKG.

B. Stability of Proposed Prices

Any price offerings from Proposers must be valid for a period of 30-days from the due date of the proposals.

C. Amendment or Cancellation of the RFP

SKG reserves the right to cancel, amend, modify, or otherwise change this RFP at any time if it deems it to be in the best interests of SKG.

D. Proposal Modifications

No additions or changes to any proposal will be allowed after the proposal due date, unless such modification is specifically requested by SKG. SKG, at its option, may seek Proposer retraction and clarification of any discrepancy or contradiction found during its review of proposals.

E. Proposer Presentation of Supporting Evidence

Proposers must be prepared to provide any evidence of experience, performance, ability, and/or financial surety that SKG deems necessary or appropriate to fully establish the performance capabilities represented in their proposals.

F. Proposer Demonstration of Proposed Services and/or Products

Proposers must be able to confirm their ability to provide all proposed services.

G. Erroneous Awards

SKG reserves the right to correct inaccurate awards. This includes revoking the awarding of a contract to a Proposer and subsequently awarding the contract to a different Proposer. Such action shall not constitute a breach of contract on the part of SKG because the contract with the initial Proposer will be deemed voided as if no contract were ever in place.

H. Ownership of Proposals

All proposals shall become the property of SKG and will not be returned.

I. Ownership of Subsequent Products

Any product, whether acceptable or unacceptable, developed under a contract awarded as a result of this RFP shall be the sole property of SKG unless otherwise stated in the contract.

J. Oral Agreement or Arrangements

Any alleged oral agreements or arrangements made by Proposers with SKG will be disregarded in any proposal evaluation or associated award.

K. Not a Contract

This RFP is not a contract and, alone, shall not be interpreted as such. Rather, this RFP serves only as the instrument through which proposals are solicited. SKG will pursue negotiations with the highest scoring proposal. If, for some reason, SKG and the initial Proposer fail to reach

consensus on the issues relative to a contract, then SKG may commence contract negotiations with other Proposers. SKG may decide at any time to start the RFP process again. The selected Proposer will be required to sign a formal contract.

L. Subcontractors

SKG must approve any and all subcontractors utilized by the successful Proposer prior to any such subcontractor commencing any work. Proposers acknowledge by the act of submitting a proposal that any work provided under the contract is work conducted on behalf of SKG and that the SKG Chief Executive Officer or designee may communicate directly with any subcontractor as SKG deems necessary or appropriate.

It is also understood that the successful Proposer shall be responsible for all payment of fees charged by the subcontractor(s). A performance evaluation of any subcontractor shall be provided promptly by the successful Proposer to SKG upon request. The successful Proposer must provide the majority of services described in the specifications.