

QUINAULT TRIBAL COURT
REQUEST FOR PROPOSAL
FOR SUPPLEMENTAL PUBLIC DEFENDER SERVICES

I. PURPOSE OF REQUEST and QUALIFICATIONS.

The Quinault Tribal Court, hereafter referred to as (QTC), is requesting proposals from qualified lawyers who have passed the WA State Bar Exam to provide legal services representing parents in MINOC (dependency) cases and to represent defendants in criminal cases where the Quinault Public Defender is conflicted or disqualified.

II. INSTRUCTIONS TO PROPOSERS.

- A. All proposals should be sent to:
Quinault Tribal Court
Attn: Court Manager
PO Box 99
Taholah, WA 98587
- or by email to
browell@quinault.org
- B. All proposals must be in writing and marked: "RFP - Supplemental Public Defender Services."
- C. All proposals must be received by 4:30p.m. on September 14, 2018.
- D. Proposals should provide a concise description of provider capabilities to satisfy the requirements of the request.
- E. All proposals must include the following:
- Name of individual who will be providing services.
 - Specific experience of individual relative to the proposal.
 - Proposed basis of compensation.
 - Two references.
- F. The QTC reserves the right to reject any and all proposals, and to waive minor irregularities in any proposal.
- G. The QTC will notify the attorney selected by September 25, 2018.

III. TERMS AND CONDITIONS; SUBCONTRACTING NOT ALLOWED.

- A. The QTC reserves the right to request clarification of information submitted, and to request additional information.

- B. The QTC reserves the right to award any contract to the next most qualified contractor, if the successful contractor does not execute a contract within ten (10) days after the award of the proposal. Subcontracting is not allowed.
- C. The contract resulting from acceptance of a proposal by the QTC shall be in a form supplied or approved by the QTC and shall incorporate the specifications of this RFP.
- D. The QTC shall not be responsible for any costs incurred by the entity submitting a response to this RFP.
- E. The selected candidate must be admitted to practice in the QTC within two (2) business days of executing a contract with the Quinault Indian Nation.

IV. SELECTION CRITERIA; INDIAN PREFERENCE

A contract will be awarded to the Contractor judged by the Court to be most qualified, subject to the following Quinault Indian Nation Indian Preference Policy:

- (a) (1) Preference is given to Native American Owned Businesses (NAOBs) for Contracts not using federal funds in the following order of preference:
 - i. Members of the Quinault Indian Nation
 - ii. Spouses, parent of a Tribal member child, biological child born to an enrolled Quinault Tribal member, current legal guardian of a Tribal member dependent child (with a proper letter of temporary or permanent legal guardianship from a court), or a person in a domestic partner relationship with a Tribal member, provided that the couple lives in the same house and have children together.
 - iii. Other Native/Indians, including Alaska Natives, Hawai'ian Natives and members of Canadian First Nations.
- (2) Preference is given to NAOB's for Contracts using federal funds in the following order of preference:
 - i. Local Indians. (A Local Indian is any member of a federally recognized tribe who resides either within the exterior boundaries of the Quinault Indian Reservation or within 60 miles of the Reservation.
 - ii. Indians who are not Local Indians.
- (b) The Quinault Indian Nation Tribal Employment Rights Office (TERO) certifies NAOB's according to Quinault Indian Nation Title 97.
- (c) It is in the best interest of the Quinault Indian Nation to contract with NAOB's whenever practical. If more than one NAOB' has submitted a bid or proposal that is within the cost differential table below, the same order of preference in subsection (a) above shall be applied.

- (d) If the lowest bid or price by NAOB is within the cost differential in the table below, when compared with the lowest bid or price by a non-Indian Contractor, then the NAOB shall have the opportunity to match the overall lowest bid or price.

PROCUREMENT VALUE COST DIFFERENTIAL

\$5,000.00 OR LESS	15%
\$5,001.00 OR MORE	10%

If there are two or more NAOB's who submitted bids within the cost differential allowing a match, the NAOB closest to the lowest bid will be provided the opportunity to match the bid. If he/she declines, then the NAOB with the next closest bid shall be offered the opportunity to match the bid, and so on. If there are identical bids by NAOBs within the cost differential allowing a match, the Grants and Contracts Officer will flip a coin with the Contract Officer witnessing the coin flip to determine which of the NAOBs with identical bids match the lowest bid.

- (e) If any portion of this Indian Preference policy is in conflict with applicable federal law, the applicable federal law will overrule the policy.
- (f) Every Employer with a Construction Contract, in the sum of \$10,000.00 or more, or more than one Contract in a 12- month period and the aggregate sum of those contracts is \$10,000.00 or more, shall pay a one-time fee of 1.75 percent of the total amount of each Contract. Such fee shall be paid by the Employer prior to commencing work On or Near the Reservation. However, where good cause is shown, the Manager may authorize a Construction Employer to pay said fee in installments over the course of the contract.
- (g) Every other Employer, other than Construction Employers, with five or more Employees working on the Reservation, or with gross sales or income on the Reservation of \$10,000.00 or more shall pay a quarterly fee of 1.75 percent of the gross quarterly payroll for those Employees Engaged in Work on the Reservation, which shall be paid within 30 calendar days after the end of the quarter. This fee shall not apply to education, health, governmental or nonprofit Employers, nor to utilities franchised by the Quinault Indian Nation.

V. PROJECT DESCRIPTION, SCHEDULE and PROPOSAL REQUIREMENTS.

A. General Provisions

The successful candidate will represent parents MINOC proceedings and defendants in criminal proceedings at the QTC in Taholah. The successful candidate will communicate regularly with their clients, provide them with competent legal counsel and defense, properly prepare their cases for court hearings and negotiations, and represent their client(s) in open court.

B. Term: The contract will have a one year term, with the option to renew if agreed by both parties. The contract will start immediately after a candidate is selected and accepted.

C. Indemnification. The successful candidate shall indemnify and hold harmless the QTC, its officers, officials, employees and volunteers harmless from any and all claims, injuries, damages, losses or suits including attorney fees, arising out of or in connection with the successful candidate's performance, or failure to perform, of any services pursuant to the contract.

D. Code Provided. The QTC shall provide a copy of the current Quinault Tribal Code of Laws.

F. Standards The successful candidate shall at all times comply with the Washington State Rules of Professional Conduct (RPC), Quinault Tribal Code, and all other applicable Court Rules.

VI. COMPENSATION; PAYMENT TERMS.

A. Please present proposed compensation.

B. Payment by the QTC for the services will only be made after the services have been performed and upon submission of a billing statement for services performed. A billing statement is required at least monthly; however bi-weekly is not discouraged. Upon receipt of billing statement, payment for services should be made within 15 days.

AGREEMENT FOR PROFESSIONAL SERVICES

This Agreement for Professional Services ("Agreement") is entered into between _____ hereinafter ("Contractor"), with its principal place of business at insert applicable address, and the Quinault Indian Nation, P.O. Box 189, Taholah, Washington, 98587 (hereinafter "QIN").

Term of Agreement

This Agreement will begin on _____ 20__, and will terminate _____ 20__, unless earlier terminated. Either party, without cause, may terminate this Agreement by providing written notice of termination to the other party.

Scope of Services to be Provided

Contractor will perform the following services in a professional and skillful manner consistent with the standard of quality and professionalism generally followed in the Pacific Northwest in Contractor's field:

Automobile

Contractor shall have a valid Driver's license in the State of residence and maintain the statutory minimum amount of automobile liability insurance when driving a motor vehicle within the boundaries of the Quinault Indian Reservation.

General Provisions

1. Contractor shall promptly notify QIN of any litigation arising from or affecting its operations under this Agreement, including any bankruptcy or insolvency proceedings of Contractor or of its assignees or subcontractors.
2. The Contractor shall not subcontract the services provided to QIN under this Agreement or assign its rights under this Agreement without first obtaining the written approval of QIN.
3. Contractor is an independent contractor for QIN. Nothing in this Agreement creates an employer-employee, agency, joint venture, employment or partnership relationship. Neither party may make representations on behalf of or otherwise bind the other party. Contractor is responsible for all of Contractor's federal and state taxes, withholding and social security.
4. When working on the Quinault Indian Reservation, the Contractor shall comply with all applicable QIN, federal, and state laws and shall obtain all required QIN licenses and permits prior to commencing work under this Agreement, including a QIN Business License.

5. By the signature below, Contractor has not been debarred or suspended, or proposed for debarment, under federal procurement regulations.
6. Contractor acknowledges that the QIN is exempt from Washington State sales and business and occupation taxes for work done on the Quinault Reservation or goods delivered to the QIN on the Quinault Reservation. With respect to the Washington State business and occupation tax, this tax will not be included in overhead charges to the QIN. See, Washington Administrative Code (WAC) 458-20-192.
4. The negotiation and execution of this Agreement are deemed by the parties to have occurred within the Quinault Indian Reservation and any interpretation hereof shall be in accordance with the laws of the QIN. All unresolved disputes arising out of and under this Agreement shall be resolved in the Quinault Tribal Court. If the QIN must enforce its rights herein, the Contractor shall be liable for reasonable attorneys' fees, plus costs, if the QIN is the prevailing party.
5. Contractor shall defend, indemnify, and hold harmless the QIN and its employees, agents, and officers against all loss, damage liability, claims, demands, or costs arising in connection with this Agreement for any negligence and/or by reason of the Contractor or its employees', agents', subcontractors' and assignees' failure to comply with the laws and regulations applicable to this Agreement.

Compensation

1. Contractor shall be paid _____ for ___ hours of service to be performed under this agreement, not to exceed \$ _____.
2. Contractor payments will be made within fifteen (15) business days after the QIN Finance Department begins processing the Contractor's invoice. Such processing will begin after the invoice is received. Final invoices must be submitted no later than next business day following the termination date of this Agreement. The Contractor agrees to waive any claims to payment under this Agreement for failure to submit timely invoices.
- 3.

CONTRACTOR	QUINAULT INDIAN NATION
By: _____	Contract Officer: _____
Printed Name: _____	Division Director: _____
Title: _____	Office of Attorney General: _____

<p>Date:</p>	<p>Grants and Contracts:</p> <p>QBC Executive:</p>
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