

## Request For Qualifications

The Quinault Indian Nation (QIN) is seeking proposals for a Boxing Trainer for the following beginning January 1, 2019 through June 30, 2019:

- Provide professional boxing training at the Taholah Boxing Gym located at 115 Quinault St., Taholah, WA 98587. Must work up to 20 hours per week, Sunday through Friday with flexible hours and some weekends.
- Educate and train proper boxing form and technique and ensure safety of participants utilizing equipment and gear.
- Cleaning of gym and equipment provided by QIN.

To apply, please provide a written description of your relevant experience and qualifications, explain your availability, and explain why you would like to be considered to perform these services. Applicants will be chosen based on qualification and experience. **Indian Preference does apply per Title 97 (see attached Policy).**

### **Evaluation Criteria**

All responses will be evaluated with respect to the completeness of the information provided. The following criteria shall be utilized in the evaluation of the consultant's proposal, in order of no importance:

1. Qualifications and experience
2. Ability to be available as requested
3. Thoroughness of material submitted

The QIN reserves the right to accept or reject all or part of the proposal, or to decline the whole proposal, and to negotiate with the respondents to ensure QIN receives the appropriate deliverables within the required timeframe. Submissions become the property of the QIN and will not be returned.

**If chosen, you will be required to obtain a QIN business license at a cost of \$ [redacted], sign the attached service contract, sign a certification of debarment, and provide a signed W-9.** Proposals can be emailed or mailed to by December 22, 2018 5 p.m.:

**Christine L. Winn**  
**P.O. Box 70**  
**Taholah, WA 98587**  
**Email: [bids@quinault.org](mailto:bids@quinault.org)**

## **AGREEMENT FOR PROFESSIONAL SERVICES**

This Agreement for Professional Services ("Agreement") is entered into between \_\_\_\_\_ hereinafter ("Contractor"), with its principal place of business at Bear's Boxing Gym at QIN Recreation, and the Quinault Indian Nation, P.O. Box 189, Taholah, Washington, 98587 (hereinafter "QIN").

### **Term of Agreement**

This Agreement will begin on January 1, 2019, and will terminate June 30, 2018, 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:

- Provide professional boxing training for youth and adults Sunday through Friday, hours flexible based on participant usage. Boxing training in the Gym for individuals and groups.
- Educate and train proper boxing form and technique
- Trainer must clean QIN boxing gym and equipment daily, must adhere to QIN facility specifications and ensure safety of participants utilizing equipment and gear.

### **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 \$1,000 per month for services to be performed under this agreement, not to exceed \$6,000.
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.

<b>CONTRACTOR</b>	<b>QUINAULT INDIAN NATION</b>
By: _____	Contract Officer: _____
Printed Name: _____	Division Director: _____

<p>Title:</p> <hr/> <p>Date:</p> <hr/>	<p>Office of Attorney General:</p> <hr/> <p>Grants and Contracts:</p> <hr/> <p>QBC Executive:</p> <hr/>
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## QUINAULT INDIAN NATION INDIAN PREFERENCE POLICY FOR CONTRACTS

**The following policy applies to the Contract to be awarded pursuant to this Request for Bid:**

- (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 Natives/Indians, including Alaska Natives, Hawai'ian Natives and members of Canadian First Nations.
- (2) Preference is given to NAOBs 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 NAOBs according to Quinault Indian Nation Title 97.
- (c) It is in the best interest of the Quinault Indian Nation to contract with NAOBs 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 a 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 NAOBs 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 can 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 each quarter. This fee shall not apply to education, health, governmental or nonprofit Employers, nor to utilities franchised by the Quinault Indian Nation.