



REQUEST FOR QUALIFICATIONS  
LEGAL SERVICES FOR QUINAULT HOUSING AUTHORITY

**I. COVER PAGE**    ISSUE DATE: 7/8/2024

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**OUTLINE: SECTIONS I-VI**

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The Quinault Housing Authority (“QHA”) is soliciting proposals for contracted services from law firms or independent attorneys interested in providing legal services. It is anticipated that the delivery of services under the contract will begin on. The contract will be awarded for a period of time of up to three years.

**INSTRUCTIONS**

All submissions must be submitted by email, registered mail or by a commercial delivery service that provides proof of the date of posting the package for delivery. Submissions submitted by mail/delivery shall be contained in a sealed envelope and clearly marked "Legal Services Quinault Housing Authority" Four (4) copies shall be included. Submissions may also be submitted by email to the person listed below. If submitted by email, the submission shall be submitted in a security-protected pdf format. Submissions shall be received by no later than 4:30 PM on 7/30/2024, and submitted to:

Jeff Tottie, Procurement & Compliance  
Coordinator  
Quinault Housing Authority  
PO Box 160  
Taholah, WA 98587  
jtottie@quinault.org

## II. SCOPE OF WORK

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### ESSENTIAL DUTIES AND RESPONSIBILITIES

The Attorney shall perform legal services on an as-needed basis and as requested by the QHA. Said legal services shall include attendance at meetings, advice on legal and policy matters, assertion of any valid claims through appropriate legal proceedings, preparation and review of legal documents, assistance in negotiation, preparation and execution of any settlement agreements, representation before appropriate agencies, tribunals, and legislative bodies, and other legal matters as may be specified by either the QHA Board of Commissioners or the Executive Director. Attorney shall not be required to render legal services for, represent, or appear on behalf of any member of the QHA Board of Commissioners in that member's individual capacity.

## III. REQUEST FOR QUALIFICATIONS

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### MINIMUM REQUIREMENTS

**In order to be considered, a proposal shall include the following elements:**

- All attorneys who will deliver legal services pursuant to the contract must have graduated from an ABA accredited law school with a Juris Doctorate degree and be in good standing with the Washington State Bar Association.
- A description of: (a) experience in providing legal services to Indian Housing Authorities; (b) experience in civil litigation, especially in unlawful detainer proceedings; (c) experience in multijurisdictional issues; and (d) experience practicing before the courts of any federally recognized Indian tribe or nation.
- A list of references regarding the reputation and qualifications of the attorney (s) who will perform services.
- The applicable fees or fee structure to be charged.
- Evidence of sufficient malpractice insurance to protect the interests of QHA.
- A disclosure regarding any judgments or decisions, pending complaints, or ongoing disciplinary actions against the attorney before the Washington State Bar Association or any other bar of any state or territory of the United States or any tribal or Indian Nation bar.
- A disclosure of representation in any matter in which the Quinault Nation or any of its political subdivisions or enterprises was/is the attorney's client or a party to such matter.
- If claiming Indian preference, a certificate from Quinault Tribal Employment Rights Office as described below.
- Form HUD-5369-C Certifications and Representations of Offerors Non-Construction Contract

## IV. EVALUATION PROCESS

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### EVALUATION PROCESS

- Step 1: Each submission will be reviewed to determine whether it contains the Minimum Requirements. Only those that address all the Minimum Requirements will be reviewed under Step 2.
- Step 2: Written submissions will be reviewed and evaluated by the QHA will be awarded among the criteria listed in Section V, Evaluation Criteria.
- Step 3: The QHA will conduct reference checks for the highest scoring Proposal(s).
- Step 4: The winning respondent will be notified.
- Step 5: Contract negotiations will commence with the selected respondent. A copy of the form of contract is attached hereto as Exhibit A.
- Step 6: If negotiations with the initially selected respondent fail to produce a contract, the QHA reserves the right to enter into negotiations with one or more other respondents or republish the RFQ.

## V. EVALUATION CRITERIA

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Respondents shall be assessed using the following criteria for selection:

### **I) Fee structure: 20%**

Up to twenty (20) points will be awarded based on the proposed rates in relation to the number of hours of service to be provided.

### **II). EXPERIENCE: 30%**

**Up to thirty (30) points will be awarded based on the following factors:**

A. Length of time in practice (a minimum of five (5) years relevant experience is preferred).

B. Depth of practice in:

- Civil litigation, especially handling housing matters; and
- experience in providing legal services to Indian Housing Authorities; and
- experience with tribal, state, or federal governments; and
- experience in multi-jurisdictional issues.

### **III). SUITABILITY: 15%**

**Up to fifteen (15) points will be awarded based on the following factors:**

- A. Demonstrated cultural competence with tribal/Indian communities, including experience and accomplishments in advocacy for issues of tribal nation justice; and
- B. Capacity to perform the work on a timely basis; and
- C. Demonstrated knowledge regarding tribal and Indian housing law, especially Quinault Tribal law.

### **IV). LEADERSHIP QUALITIES: 20%**

**Up to twenty (20) points will be awarded based on** experience working within organizations and communities with divergent interests and competing stakeholders, and experience working with multidisciplinary teams.

### **V). Indian Preference 15%**

Up to fifteen (15) points will be awarded for firms that qualify for Indian Preference.

1. The work to be performed under this contract is subject to 7(b) of the Indian Self-Determination and Education Assistance Act (“ISDEAA”) (25 U.S.C. 450e(b)) and the QIN TERO which requires that to the greatest extent feasible:
  - a. Preferences and opportunities for training and employment shall be given to Indians; and
  - b. Preferences in the award of contracts shall be given to Indian organizations and Indian-owned economic enterprises.
2. The parties to this contract shall comply with the provisions of section 7 (b) of the ISDEAA and the QIN TERO Ordinance.
3. In connection with this contract, the contractor shall, to the greatest extent feasible, give preference in the award of any subcontracts to Indian organizations and Indian-owned economic enterprises, and preference and opportunities for training and employment to Indians.
4. The contractor shall include this Section 7 (b) and QIN TERO Ordinance clause in every subcontract in connection with the project, and shall, at the direction of the recipient, take appropriate action pursuant to the subcontract upon a finding by the QHA, HUD or the QIN TERO Office that the subcontractor has violated Section 7 (b) clause of the ISDEAA or the QIN TERO Ordinance.

Contractors applying for eligibility for Indian preference with QHA or the QIN TERO Office

- a. Evidence showing that the applicant is an Indian of a federally recognized Indian tribe. A certificate of Indian blood or census card will suffice.
- b. Evidence showing fully the extent of Indian ownership and interest.
- c. Evidence of structure, management and financing affecting the Indian character of the enterprise, including major subcontracts and purchase agreements; materials or equipment supply arrangements; and management salary or profit-sharing arrangements; and evidence showing the effect of these on the extent of Indian ownership and interest.

2. Eligibility for Indian Preference shall be established in accordance with this Section of the QHA Policy. If the QIN TERO Office or QHA or its prime contractor determines an applicant is ineligible for Indian preference, the QIN TERO Office, QHA or prime contractor shall notify the applicant in writing before the contract award.

## **VI. TERMS AND CONDITIONS**

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- A. The successful candidate will be required to become a member of Quinault Tribal Bar and procure a Quinault Business License. Copies of the Bar and Business License applications are attached hereto as Exhibits B and C, and Title 30, Rules of the Quinault Tribal Court, is attached hereto as Exhibit D.
- B. The QHA reserves the right to reject any and all submittal.
- C. The QHA reserves the right to request clarification of information submitted, and to request additional information from the respondent.
- D. The QHA reserves the right to award any contract to the next most qualified respondent, if the successful respondent does not execute a contract within five (5) days after the award of the contract.
- E. Legal Services by the person/s chosen will commence on a date to be agreed upon by the parties, but no later than sixty (60) days upon execution of the contract for services. If services are satisfactory to the QHA, the contract may be renewed on a biennial basis. Execution and renewal of contract will only be effective upon approval of the QHA Board of Commissioners.
- F. The contract for services shall be in a form supplied or approved by the Quinault Housing Authority and shall reflect the specifications in this RFQ. The negotiation and execution of such contract will be deemed by the parties to have occurred within the Quinault Indian Reservation and any interpretation shall be in accordance with the laws of the Quinault Indian Nation. A copy of the contract will be available for review. The QHA reserves the right to reject any proposed agreement or contract that does not conform to the specifications contained in the RFQ, and which is not approved by the QHA.

- G. The QHA shall not be responsible for any costs incurred by the person/s chosen in preparing, submitting, or presenting its response to the RFQ.
- H. Payment by the QHA for the services will only be made after the services have been performed. Payment shall be made on a monthly basis, fourteen (14) days after the Nation's accounting office receives the Contractor's invoice.
- I. Subcontractors. Any subcontractors utilized to perform the resulting contract must be approved by Quinault Housing Authority.