

Tolowa Dee-ni' Nation



REQUEST FOR QUALIFICATIONS

Chief Judge - Tribal Court

Response Due: **Extended to January 31, 2018 at 5:00PM**

Tolowa Dee-ni' Nation

140 Rowdy Creek Road

Smith River, CA 95567

707-487-9255

12/19/2017

REQUEST FOR QUALIFICATIONS Response Deadline:

5:00pm (PST), Wednesday, January 31, 2018

The Tolowa Dee-ni' Nation issues a Request for Qualifications for persons interested in providing Chief Judge Services for Tribal Court.

Scope of Work

The Tribal Court Judge is appointed by the Tribal Chairman and the appointment is ratified by a vote of the Tribal Council. The Judge conducts hearings, trials, issues court orders, makes conclusions of law, and develops precedent. The Chief Judge is responsible for the efficient and effective operation of the Tolowa Dee-ni' Nation judiciary and for the administration of justice within the Nation's jurisdiction, and will perform the duties set-forth below, among others:

- Exercises independent professional judgment in deciding cases and controversies including but not limited to jurisdiction of the court and applicable court procedure.
- Implements rules of practice, enforces the code of ethics for every practitioner before the Tolowa Dee-ni' Nation Courts.
- Carries an active case load, in addition to administrative duties.
- Maintains proper continuing legal education with specific focus on developments affecting Indian Country.
- Represents the Judicial system before the tribal council and other funding agencies as necessary.
- Possesses sufficient communication skills, specifically oral communication sufficient to handle tense and difficult situations and at times issue oral court orders.
- Possess a certain level of proficiency with technology to draft court orders and accompanying conclusions of law.
- Possesses advanced legal research capabilities.
- Responsible for all notes, files, and documentation used for court hearings and research of cases served on.
- Prepares and issues all necessary written orders, findings of facts, and conclusions of law, judgment orders, and opinions in a timely manner.
- Supervises Tribal Court Administrator, Court Clerk and other personnel, as needed.

Education, Experience and Skills Required:

Any person shall be eligible to serve as a Tribal Court Judge whether or not they are an enrolled member of the tribe. Tribal members and other Indians will be given preference, if they also possess most of the requirements set forth below:

- ✓ Holds a Juris Doctor from an institution accredited by the American Bar Association (preferred).
- ✓ Holds a Bachelor Degree (required).
- ✓ At least five (5) years of experience in the practice of law.
- ✓ Experience interpreting and acting in accordance with the Indian Child Welfare Act as well as Child Support and federal statutes, and federal regulations that affect tribal funding and Court operations.
- ✓ Experience practicing Indian law sufficient to have knowledge about the history of the unique standing that Tolowa Dee-ni' Nation has with the State of California and the US Government.
- ✓ Experience in the practice to be familiar with Federal, State and Tribal court procedures that may be useful in hearings and deciding cases.
- ✓ Admitted to practice in any jurisdiction within the United States of America.
- ✓ At least 30 years of age.
- ✓ Excellent legal drafting skills.
- ✓ Able to maintain confidentiality.
- ✓ Able to work cordially and effectively with staff and public.
- ✓ Able to analyze legal issues, principles and doctrines in order to decide cases and controversies.
- ✓ Must pass a background check.
- ✓ Must have never been convicted of a felony.
- ✓ Must not have been convicted of a gross misdemeanor within five (5) years of this application in Del Norte County or any other jurisdiction, or have been sanctioned by the board of professional responsibility or any legal regulatory body in any jurisdiction.
- ✓ Must have valid Driver's license and proof of insurance.
- ✓ Submit to and pass a pre-employment and random drug/alcohol screening.
- ✓ Must have personal conduct standards that demonstrate the highest degree of ethics and morality.

Fees:

As compensation for services performed under this Agreement, the Chief Judge shall receive fees at the rate of \$175.00 per hour (hourly rate does not apply to travel time). Such compensation shall cover all general operating expenses of the Judge, with the exception of reimbursable expenses described in the subsection below.

Expenses:

TDN shall reimburse the Chief Judge for actual and reasonable expenses incurred in connection with the services performed under this Agreement, including long-distance telephone calls, postage, federal express or similar delivery charges, photocopying, travel, meals, and lodging incidental to performance of the Agreement. Air and automobile travel costs will be reimbursed pursuant to TDN's fiscal policies. The Chief Judge shall, consistent with professional standards, case responsibilities and the legal needs of TDN, schedule travel and incur expenses at the most economical rates.

Statements:

Judge shall submit to TDN a monthly bill, summarizing the services rendered, costs and expenses incurred, and the disbursements for which reimbursement is sought.

Prompt Payment:

TDN shall pay all bills within 30 days, and shall promptly notify Judge of any erroneous or disputed fees or expenses.

Estimated hours work to be contracted:

TDN estimates between 10-15+ hours/month for 11 months in 2018.

Responses to this Request for Proposals should include the following:

1. A resume and statement of qualifications, including relevant project history.
2. Provide a clear and concise explanation, including examples and/or documentation, of how you meet and/or exceed the Education, Experience, & Skills requirements outlined above.

3. All responses must also include a list of at least three professional references that may be contacted by the Tribe. It is preferred that the references include clients for whom similar work has been done within the past two years. References shall include a complete address, contact name and telephone number.

Responses must be email (preferred), hand, or US mail delivered by 5:00pm (PST) January 31, 2018 to:

Tim Hoone, Grants & Contracts Manager

Tolowa Dee-ni' Nation

140 Rowdy Creek Road

Smith River, CA 95567

tim.hoone@tolowa.com

707-487-9255, ext. 1230

If you have any questions, please contact Tim Hoone, above.

INCURRED COSTS

The Tribe shall not be responsible for any liabilities, costs, expenses, loss or damage incurred, sustained or suffered by any Respondent(s) prior or subsequent to or by reason of the acceptance or non-acceptance by the Tribe of any proposal by reason of any delay in the acceptance of a proposal.

ERRORS AND OMISSIONS

The Tribe shall not be held liable for any errors or omissions in any part of this RFQ. While the Tribe has used considerable effort to ensure an accurate representation of information in this RFQ, the information contained in the RFQ is supplied solely as a guideline for Contractors. The information is not guaranteed or warranted to be accurate by the Tribe, nor is it necessarily comprehensive or exhaustive.

FINAL CONTRACT AGREEMENT

The Contractor selected to provide the scope of services shall use the Tribe's standard Professional Services Agreement. A template copy of this agreement is attached to this RFQ. By submitting a proposal for

the work, the Consultant agrees to utilize the Tribe standard agreement form for the contract.

RIGHT TO WITHDRAW RFQ OR REJECT RFQ RESPONSE(S)

Issuance of this RFQ does not commit the Tribe to award a contract, to pay any costs incurred in the preparation of a response to this request, or to procure a contract for services.

The Tribe retains the right to reject any or all Responses for any reasons. Selection is also dependent upon the negotiation of a mutually acceptable contract with the successful Respondent.

PROFESSIONAL SERVICES CONTRACT

CT-xxxx-xxxx

This contract is made between the Tolowa Dee-ni' Nation (TDN), 140 Rowdy Creek Road, Smith River, California 95567, hereinafter referred to as "Tribe",

The Tribe and the Contractor agree as follows:

I. Purpose of Contract:

The purpose of this agreement is to establish conditions whereby TDN will be provided certain services by:

Contractor:

Employer ID#: _____

II. Specific Tasks/Projects:

Contractor agrees to perform the following tasks and projects (hereinafter referred to as "Work") within the time limits established in this contract. The Contractor shall supply all necessary labor, materials, and equipment unless otherwise agreed in writing. Specific task and projects to be completed by the Contractor are as follows:

Project Location: Tolowa Dee-ni' Nation
140 Rowdy Creek Road
Smith River, CA. 95567

Project Activities: **XXXXXXXXXXXXXXXX**

Contractor shall render such services conscientiously and shall devote his/her best efforts and abilities thereto, at such times during the term hereof, and in such manner as TDN and Contractor shall mutually agree, it being acknowledged that Contractor's services shall be non-

exclusive and performed at such places and at such times as are reasonably convenient to Contractor. Contractor shall observe all policies and directives promulgated from time to time by TDN, its Tribal Council and its Officers.

Any alteration or deviation from the above specifications involving extra cost or material or labor will only be executed upon written orders for the same, and will become an extra charge over the sum mentioned in this contract. All arrangements must be made in writing and approved by the parties to this contract pursuant to Paragraph IX of this contract.

III. Contract Price and Limits on Payment:

It is understood and agreed between the parties that the Contractor shall be paid a total not to exceed **XXX and 00/100 US Dollars/month (\$xxx/month)**, plus reasonable expenses incurred in the performance of services, including rental space for an RV, for the work to be performed under this Agreement and Contractor shall not have any right to make a claim against TDN for any amount in excess of the contract price set out in the Agreement unless such additional price has been agreed to between the parties pursuant to Paragraph IX of this Agreement.

IV. Compensation and Method of Payment:

TDN agrees to compensate the Contractor in a total amount not to exceed the maximum sum of **xxx US Dollars (\$xxx)**, with a 2.5% TERO Fee withheld proportionality from each payment made to Contractor, inclusive of all costs and expenses. to be paid in progress payments as follows:

Payments shall be made on an invoiced basis and shall be paid upon completion and acceptance by TDN of the deliverables identified in Attachment "A".

All such compensation shall be payable without deduction, including no deduction for federal income, social security, or state income taxes. Contractor shall be solely liable for payment of any taxes and/or fees which may be applicable under the terms and conditions of this Agreement.

V. Effect of Final Payment:

Final payment or release of the retainage pursuant to Paragraph III shall not relieve the Contractor from liability for defective Work, or limit TDN's rights to have the Work properly performed by the Contractor, or limit TDN's right to require the Contractor to correct any defective Work. The parties agree that all rights that are otherwise available shall be preserved notwithstanding final payment.

VI. Time:

It is agreed between the parties that time is of the essence in the completion of the Work pursuant to this contract. The Contractor agrees to commence Work no later than **Date** and unless prevented by the unreasonable action of TDN or modification pursuant to Paragraph IX of this agreement, shall complete the Work by **Date**

VII. Independent Contract:

It is agreed between the parties that the Contractor is an Independent Contractor and is not an employee of TDN nor is the Contractor or his/her employees or agents eligible to receive any of the rights or benefits otherwise available to Tribal employees. It is agreed the Contractor shall be free from the direction and control of TDN over the means and manner of performing work under this contract, subject only to the right of TDN to specify the desired results. It is agreed that the Contractor shall be solely responsible for the payment of all taxes, fees and salaries to any employee(s) that are required by law or agreement. It is further agreed that TDN shall have no duty with respect to the Contractor other than to provide the contract price set out in Paragraph III of this agreement unless such additional duties are expressly set up in this contract.

VIII. Indemnification:

To the fullest extent permitted by law, the Contractor shall indemnify and hold harmless TDN and its guests, agents, and employees from and against claims, damages, losses and expenses, including but not limited to attorney's fees arising out of or resulting from the performance of the Contractor's Work pursuant to the contract provided that any such claim, damage, loss or expense is caused in whole or in part by any negligent act or omission of the Contractor, anyone directly employed by the Contractor or anyone for whom the Contractor may be liable, regardless of whether or not it is caused in part by a party indemnified hereunder.

IX. Contract Modifications:

The contractor shall not perform any additional or different work other than that specifically set out in this contract, unless this contract has been modified in writing prior to the commencement

of the additional Work. The Contractor agrees that there shall be no duty on behalf of the Tribe to pay to the Contractor under any circumstances whatsoever any additional amount of money other than that set out in Paragraph III of this contract, unless such modification of the contract price is agreed to in writing as provided in this paragraph. This agreement shall not be modified except as provided in this paragraph: (a) If the contract modification will not result in an increase in the contract price the contract modification shall be approved in writing by the Tolowa Dee-ni' Nation Tribal Chairperson or his/her designee; (b) If the contract price is changed, the proposed contract modification shall be referred to the Tolowa Dee-ni' Nation Tribal Council for action. The Tribal Council shall either approve or disapprove the contract modification. It is agreed between the parties that TDN shall not be liable for any additional amount of money unless the Tribal Council, pursuant to this paragraph, approves in writing the contract modification for the payment of an additional contract price.

X. Subcontracting:

The parties agree that all of the tasks and projects to be performed pursuant to this agreement shall be performed by the Contractor and its subcontractors or other third parties. The Tribe may attach any reasonable condition or limitation to the employment of a subcontractor. TDN and Contractor agree that all or part of the Scope of Work that is contracted out to subcontractors will be the sole responsibility of Contractor and will be paid by Contractor.

XI. Project Manager:

The Project Manager shall be the CEO. The work performed under this Agreement shall be under the direct supervision of the Project Manager, or his/her designated Tribal official.

XII. Termination:

TDN may terminate the agreement without penalty or costs if the funds received or otherwise provided become unavailable. If this agreement is terminated pursuant to this paragraph TDN shall send to the Contractor a written notice of such termination. TDN shall be liable to the Contractor for all Work completed prior to the date that the notice of termination is delivered. TDN may, by written notice of default to the Contractor, terminate the whole or any part of this Contract if: (1) the Contractor fails to provide services satisfactory to TDN, within the time specified herein, or (2) if, for any reason the timely completion of such Work is rendered improbable, impossible, not feasible or illegal.

XIII. Attorney's Fees:

In the event that enforcement of any provisions of this contract, or any right or duty created hereunder requires the initiating of litigation, the prevailing party shall collect reasonable attorney's fees.

XIV. Tribal Court Jurisdiction:

Any controversy or claim arising out of or relating to the compensation to be paid by TDN or the Contractor for the services rendered pursuant to the terms of this Agreement shall be resolved through the TDN Tribal Court. By entering into this Agreement, Contractor expressly consents to the jurisdiction of the TDN Tribal Court, in the resolution of any disputes related to this Agreement.

XV. Defenses:

It is agreed between the parties that all rights, remedies and defenses which would otherwise be available to any of the parties to this agreement in law or equity shall be preserved, and shall not be affected by the agreement unless expressly modified or abrogated pursuant thereto.

XVI. Disclosure of Information:

Contractor shall not disclose or appropriate to his/her own use, or to the use of any third party, at any time during or subsequent to the term of this Agreement, any proprietary or confidential information of TDN or any of TDN's affiliates or subsidiaries of which Contractor has been or hereafter becomes informed, whether or not developed by Contractor, including, but not limited to, information pertaining to customer lists, services, methods, processes, prices, profits, contract terms or operating procedures, except as required in connection with Contractor's performance of this Agreement, or as required by a governmental authority. TDN shall have the right to obtain injunctive relief, without bond, for violation of the terms of this paragraph, and the terms of this paragraph shall survive the term of the Agreement. Contractor agrees that all documents or the work product generated on behalf of TDN in connection with this Agreement is the property of TDN.

XVII. Cost Assignment:

Activities completed under the contract will be charged to **Fund: xx; Program: xx Activity: xx**

XVIII. Conflict of Interest:

If Contractor becomes aware of any business activity that might reasonably be considered of interest to TDN, or may have the appearance of being of interest to TDN, Contractor shall promptly report such business activities to TDN. If Contractor wishes to be employed by any other agency, entity, or company, whether known to TDN, or otherwise, Contractor may proceed on the understanding that, if conflicts of interest do arise, Contractor shall promptly cease such activities and shall report such conflicts to TDN.

XIX. Assignment:

This Agreement is a personal one, being entered into in reliance upon and in consideration of the singular skill and qualifications of Contractor. Contractor shall therefore not voluntarily, or by operation of law, assign or otherwise transfer the obligations incurred on its part pursuant to the terms of the Agreement without the prior written consent of TDN. Any attempted assignment or transfer by Contractor of its obligation without such consent shall be wholly void.

Notice:

Any notice required or given hereunder shall be sufficient if in writing, and if sent registered or certified mail, postage prepaid, addressed as follows:

	Contractor
Tolowa Dee-ni' Nation	
	x
140 Rowdy Creek Road	x
Smith River, CA 95567	Tel: x
Tel: 707.487.9255	Fax: x
Fax: 707.487.0930	

XX. Signatures:

This contract is entered into between the parties on the date set out below as represented by the affixed signatures. Those persons signing on behalf of the respective parties represent that they are authorized to sign and to bind their principles.

Tolowa Dee-ni' Nation

By: _____
Date

By: _____
Date

Contractor

By: _____
Date

Title

Printed Name