



## **REQUEST FOR QUALIFICATIONS LEGAL SERVICES**

### **INTRODUCTION**

The Jamul Tribal Gaming Commission (JTGC) seeks detailed information concerning the qualifications of law firms or attorneys willing to provide legal services to the JTGC. These law firms or attorneys will work closely with the JTGC to provide representation to the JTGC. The JTGC intends to establish a list of qualified attorneys or law firms from which outside counsel will be selected to provide legal services on an as-needed, case-by-case or matter-by-matter basis.

If you are interested in representing the JTGC, please submit a response as outlined below. Please direct any inquiries concerning the Request for Qualifications (RFQ) to:

Chad Delgado, Executive Director  
Jamul Tribal Gaming Commission  
P.O. Box 2267  
Spring Valley, CA 91979  
Direct Phone: 619-303-9339  
Email: [cdelgado@jamulindianvillage.com](mailto:cdelgado@jamulindianvillage.com)

### **SCOPE OF REPRESENTATION**

Outside counsel services will be engaged on an as-needed, case-by-case or matter-by-matter basis. Specific assignments may include investigating, advising, negotiating, drafting, and/or reviewing documents and litigation or representation in court, administrative hearings or alternative dispute resolution processes.

### **REQUESTED INFORMATION**

Please provide general background information with respect to the law firm and/or responsible attorney(s) with special focus on the area(s) of activity in which representation is sought. Your response should indicate the size and experience of the firm or attorney(s) in the specific areas for which you are qualified to provide representation. (Note: your firm need not provide services in all requested areas in order to qualify). Please be specific about which area(s) you or your firm would be willing to provide representation to the JTGC.

At a minimum, your response should identify the following information:

1. Number of attorneys in the firm with relevant experience in each of the specified areas in which you are offering to provide legal services to the JTGC;
2. Names of attorneys, along with number of years of relevant experience in the specified area(s) of practice and their position in the firm hierarchy for billing purposes (e.g., senior partner, junior partner, senior associate or junior associate);
3. The type of firm organization (i.e. partnership, corporation, etc.);
4. Partner/senior shareholder in charge of the area(s) for which representation is being offered;
5. Names of other governmental clients for whom you or attorneys in your firm have been retained to provide legal services in the relevant substantive area(s);
6. Description of the nature and scope of specific projects handled by each qualified attorney, or other significant matters relevant to representation of the JTGC;
7. Assigned attorneys should be licensed or be able to become licensed to practice in any necessary courts. List federal, state, and tribal courts designated attorneys are licensed to practice. (Any attorney appearing before the Jamul Indian Village Tribal Court must be admitted to that Court. For admission application and other relevant materials please contact Joanne Dixon at 760-751-4142 or [jdixon@sciljc.org](mailto:jdixon@sciljc.org)); and
8. References from former or current clients.

If available, please provide a firm brochure with your response, along with resumes of all attorneys who would work on JTGC matters if you are selected for a contract.

### **FEE STRUCTURE**

Provide the applicable hourly rates for each of the individuals who will be responsible for providing representation in the area(s) identified. Specifically, provide rates for: Senior Partner/Shareholder; Junior Partner; Of Counsel; Senior Associate; Junior Associate; Paralegal; Specialized Paralegal; Other. Rates should generally be consistent with those provided to other governmental clients of the firm/attorney. The hourly rate quoted should include all salary and compensation, overhead expenses, time and costs of travel to and from the Jamul Indian Village, located approximately twenty-one (21) miles from Downtown San Diego, CA, and other employee costs, including but not limited to clerical and word processing expenses.

Any contracts ultimately entered will provide for the usual and customary reimbursement of third party costs (e.g. travel costs, deposition costs, etc.) based on actual expenses. Costs will be reimbursed for approved expenditures where the expense is itemized in the invoice and supporting documentation is provided for the invoiced amount. All expenses shall be billed at the actual out-of-pocket cost without any mark-up.

Proposals should include alternatives to hourly billing, if applicable, including fixed price representation or limited scope representation.

## **CONFLICTS OF INTEREST**

Any firm or attorney who is ultimately selected to represent the JTGC will be prohibited from engaging in or carrying on any legal activity on behalf of any client which is directly adverse to the JTGC or its interests, without the specific written consent and waiver of the JTGC. Requests for waivers will be evaluated on a case-by-case basis. Any firm or attorney engaged to represent the JTGC shall have a continuing duty to disclose such information.

The name of the JTGC shall not be included in any promotional or advertising materials by a contracting firm or attorney without the prior written approval of the JTGC.

The JTGC shall have the right to terminate any contract for legal services at any time, with or without cause. The decision to terminate shall be at the sole discretion of the JTGC. The contracting firm or attorney will be paid for all services actually rendered and all costs actually incurred prior to the date of termination, and such payment for services already completed shall be the total compensation due to such firm or attorney for termination.

## **SELECTION PROCESS**

JTGC will evaluate all Responses to the RFQ. The JTGC will develop a recommended RFQ list based upon the responses to the RFQ and the need for representation within specific areas of law. The JTGC may immediately select specific firms and attorneys from the RFQ list and enter into contracts with them to address current and pending matters. Price will not be the controlling factor in making a selection, but will be given due consideration. Rates should generally be consistent with those provided to other governmental clients of the firm/attorney. Specific firms or attorneys will be selected from the list for execution of contracts as the need for legal services occurs or in anticipation of the need for such services. Additional selections will be made as the need for such legal service(s) develops. Contracts will remain in effect for a period of three years from the date of execution and will permit a reasonable annual rate adjustment.

This RFQ shall not be construed to confer any exclusive benefit to a responding party. The execution of a contract does not guarantee that any case or any matter or any minimum number of cases or matters will be assigned to any particular firm(s) or attorney(s). The decision to retain any particular firm(s) or attorney(s) will be solely within the discretion of the JTGC on a case-by-case or matter-by-matter basis. The JTGC, if in the JTGC's best interest, reserves the right to retain and assign legal matters or cases to any particular firms(s) or attorney(s), including firms that do not submit a response to this RFQ.

When the JTGC actually selects a particular law firm or attorney to perform legal services on a particular matter or case, and if the firm or attorney has already executed a contract, the JTGC (or designee) will issue a Letter of Engagement. The Letter will set forth the scope of retention, confirm the rates applicable to the specific retention, and may designate the specific attorney(s) to provide the services required.

The JTGC reserves the right to designate a specific attorney(s) in a contracting law firm to work on specific cases or matters as lead counsel or associate lead counsel for the services rendered pursuant to any contract. The JTGC further reserves the right to terminate the representation of the contracting law firm for that engagement if the lead counsel leaves the employment of the firm.

### **PRIVILEGED COMMUNICATIONS**

All confidential communications between the JTGC, its, employees or agents, and retained counsel, whether oral or written, and all documentation whether prepared by retained counsel or the JTGC shall be considered privileged and shall not be disclosed except by the written consent of the JTGC. All files shall be returned to the JTGC at the conclusion of the matter or case. Because of the overlapping issues that many municipalities face, all contracted counsel shall be required to provide any legal memoranda (or pleadings, research, motions, etc.) in a redacted format for inclusion into the JTGC's database at the request of the JTGC.

### **JTGC's RESERVATION OF RIGHTS**

This RFQ does not require the JTGC to enter into any agreement or contract or pay any costs associated with the preparation or submittal of any response. The JTGC reserves the right to enter into agreements for legal services with persons not responding to this RFQ or to continue or extend present agreements or engagements with persons or firms who do not respond. The JTGC further reserves the right to waive responses to any part of this request if, in its sole judgment, it determines that it is in the best interests of the JTGC to do so. All legal services providers will be required to enter into a written contract outlining such terms as may be required by the JTGC.

### **DEADLINE FOR SUBMITTING A FORMAT OF RESPONSE**

All Responses must be submitted to Jamul Tribal Gaming Commission, Attention: Chad Delgado, Executive Director on or before May 2, 2016, 4:00 P.M. local time.

In addition to all other requirements set forth in this RFQ, all responses must:

1. Identify the person to contact in the event questions arise.
2. Include a "conflicts letter" setting forth either: (a) the nature of any representation currently adverse to the Jamul Indian Village or (b) a representation that there is no such legal activity adverse to the JTGC or its interests.
3. Identify the areas of legal services being offered in the Response and the corresponding hourly rates.

All Responses should include the submission of a Certificate of Insurance providing required coverage. The failure to provide a certificate of insurance will not disqualify the Response, but the insurance requirements will either have to be met prior to execution of any contract or prior to any work being assigned. Any proposed alternative insurance requirements are subject to JTGC approval.