

REQUEST FOR QUALIFICATIONS EVALUATION SERVICES JUVENILE WELLNESS COURT

ISSUE DATE: January 11/2023

I. COVER PAGE

INTRODUCTION

The Quinault Indian Nation is soliciting proposals for an evaluator who will work with the Wellness Court staff to develop, identify and review the performance metrics for the Juvenile Wellness Court. Evaluator will assess the progress and implementation of policies and procedures within the Juvenile Wellness Court. A thorough evaluation report to be provided with final review by the advisory team. It is anticipated that the delivery of services under the contract will begin on March 1, 2023.

INSTRUCTIONS

Proposals may be submitted by regular mail or email to the person listed below. If submitted by email, the proposal shall be submitted in a security-protected PDF format. A proposal shall be received by no later than **February 15, 2023 at 5:00pm**, and submitted to:

Quinault Indian Nation P.O. Box 70

Attn: Ryan Allen Taholah, Washington 98587

bids@quinault.org

[CC: craig.itwaste@quinault.org](mailto:CC:craig.itwaste@quinault.org)



II. SCOPE OF WORK

ESSENTIAL DUTIES AND RESPONSIBILITIES

Evaluator will work with Wellness Court staff to identify and review program progress. Evaluator will lead the organization in information gathering, assessment, review, and reporting. The end product will be a complete data driven report. Performance metrics must be included within agency reports.

III. REQUEST FOR QUALIFICATIONS

MINIMUM QUALIFICATIONS

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

1. Cover letter, resume, and relevant work experience;
2. Proposal including proposed approach to the reporting process, general proposed steps and timeline, deliverables, a detailed budget, a description of previous work involving youth and court;
3. A minimum of three references regarding the reputation and qualifications of the consultant;
4. The applicable fees or fee structure to be charged.

Indian Preference: Indian Preference applies to all contract procurement with the QIN per the attached Policy.

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.

The determination of who is an Indian Contractor is made by the Tribal Employment Rights Office according to Quinault Tribal Code, Title 97. Indian Contractors must provide certification from the Tribal Employment Rights Office in order to be considered eligible for Indian Preference.

IV. EVALUATION PROCESS

Step 1: Each proposal will be reviewed to determine whether it meets the Minimal Requirements. Only those proposals that address all of the Minimal Requirements will be reviewed under Step 2.

Step 2: Written proposals will be reviewed and evaluated by the Quinault Tribal Court appointed committee as outlined in section V. Selection Process.

Step 3: The winning candidate will be notified.

Step 4: Contract negotiations will commence with the selected candidate. A copy of the form of contract is attached hereto as Exhibit A.

Step 5: If negotiations with the initially selected candidate fail to produce a contract, the Nation reserves the right to enter into negotiations with one or more other candidate(s), or



engage alternative options under the Nation's Procurement Policy, including to republish the RFP.

V. SELECTION PROCESS

The Court will appoint a committee to evaluate all responsive RFQ submissions and rank them based on experience, qualifications and response to requirements listed above. The selected individual is expected to be notified by **March 1st, 2023**

VI. TERMS AND CONDITIONS

- A. The Nation reserves the right to reject any and all submittals, and to waive minor irregularities in any proposal.
- B. The Nation reserves the right to request clarification of information submitted, and to request additional information from the proposer.
- C. The Nation reserves the right to award any contract to the next most qualified candidate, if the successful candidate does not execute a contract within five (5) days after the award of the proposal and submit a W-9 Form within ten days of signing said contract.
- D. Juvenile Wellness Court Consultant services by the chosen candidate 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.
- E. The contract resulting from acceptance of a proposal by the Nation shall be in a form supplied or approved by the Nation, 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. The Nation reserves the right to reject any proposed agreement or



contract that does not conform to the specifications contained in the RFQ. Additionally, submissions become the property of the Quinault Indian Nation and will not be returned.

F. The Nation shall not be responsible for any costs incurred by the successful candidate in preparing, submitting, or presenting its response to the RFQ.

G. Inquiries regarding this RFQ should be directed to the Quinault Tribal Juvenile Wellness Coordinator, Craig itewaste at: craig.itewaste@quinault.org. All responses will be returned via email correspondence.

