

Issue Date: **August 17, 2012**

Request for Proposal (RFP) for: TRIBAL COURT & CFR COURT REVIEWS

Submission to:

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Proposals must be received no later than 4:00 PM (EDT) **September 24, 2012**.

The proposals may be mailed, hand delivered or submitted by email. *Email submission is preferred*. All correspondence shall identify the RFP number A12PS01498 Telephone calls are **not** accepted. Questions shall be submitted via email **only**.

RFP Schedule:

Issuance: **August 17, 2012**

Questions: Shall be submitted via email by 1:00 PM (EDT) **September 7, 2012**

Answers: Released by the government by 1:00 PM (EDT) **September 14, 2012**

Proposals due: 4:00 PM (EDT) **September 24, 2012**

Award: Anticipated **October 5, 2012**

REQUEST FOR PROPOSALS - INSTRUCTIONS

This announcement constitutes the only solicitation; Proposals are being requested and a written solicitation will not be issued. The solicitation number for this procurement is **A12PS01498** and this is a Request for Proposals (**RFP**). This requirement is for full and open competition. The anticipated award will be a **Firm Fixed Price Contract**. The solicitation shall incorporate provisions and clauses that are in effect through Federal Acquisition Circular FAC 2005-50. The suggested North American Industry Classification System (NAICS) code is **541612**. Solicitation number must be referenced on all proposal submission pages.

Proposal Submission

The proposal must include the following information:

1. **Cover letter**; which includes the following information:
(Cover letter shall not contain price information)
 - a. Federal Tax Identification Number (TIN);
 - b. Data Universal Numbering System (DUNS) Number;
 - c. Business Size (e.g., small or large);
 - d. Business Classification (e.g., Women Owned or Minority)
2. **Volume 1: Technical Proposal** *(technical proposal shall not contain price information)*
3. **Volume 2: Price Proposal** (Please use attached price breakdown sheet)

Proposer shall limit their responses to 20 pages or less **including** tables, graphics, appendices, resumes, cover letter, and table of contents. Font size for the proposal shall be minimum 11 point. Page margins shall be 1 inch, single column style, and single spaced paragraphs. Submission is highly scrutinized.

Basis of Award

The Government will make an award based upon *best-value*. Technical factors as a whole are more important than price. The overall technical rating will be determined through the following evaluation factors. The evaluation factors are as follows:

1. Personnel Qualifications and Experience
2. Understanding of the Requirements & Technical Approach
3. Past Performance

Evaluation Criteria

The Government will award a contract resulting from this solicitation to the responsible proposer whose proposal best conforms to the solicitation and will be most advantageous to the Government, price and other factors considered. This RFP will be used for all 9 Districts and 1 CFR Court Solicitation. Contracts will be awarded per District and the CFR Court.

The following factors shall be used to evaluate offers: (In order of importance) (1) Personnel qualifications, (2) Experience (3) Past performance (4) Price.

All evaluation factors other than price, when combined are significantly more important than price.

The government may award this contract based upon initial proposals received without discussions; therefore, the proposer is advised to submit their best approach.

VOLUME 1: Technical Proposal

The technical proposal must discuss the approach in sufficient detail to clearly and concisely demonstrate that the proposer has an understanding of all requirements specified in the Statement of Work. Proposals which merely offer to develop packets in accordance with the requirements of the Government's scope of work will not be eligible for award.

The technical proposal shall not contain price information; however, resource information such as data concerning, supplies, materials, equipment, etc. must be contained in the technical proposal so that the proposer understands of the detail and complexity of the requirements may be evaluated.

PERSONNEL QUALIFICATIONS AND EXPERIENCE (35 points)

The personnel proposed shall have knowledge and experience in the subject areas addressed in the SOW. The proposer shall submit resumes of the proposed personnel as a part of their proposal submission. Specifically, the proposed personnel should have the following:

- a. Contractor must possess a J.D. degree from an accredited university;
- b. Be an active member of the bar (any state jurisdiction);
- c. Significant experience as a tribal judge, tribal administrator, prosecutor, civil attorney or public defender, and have worked extensively in the court system within the last 5 years;
- d. Significant experience in working with tribal governments and ability to provide constructive criticism to tribal courts and tribal governments regarding difficult situations which arise in the tribal court arena;
- e. Experience in conducting trial court reviews or trial court evaluations within the last 5 years;
- f. Contractor will be expected to compose a team of court personnel to conduct the Trial Court Performance Standards and Measurement System (TCPS).
- g. Contractor's team must have significant tribal court experience and should include either a former or present tribal judge, either a prosecutor or public defender or civil attorney who has worked in tribal courts, either a present or former court administrator, social worker, tribal probation officer, and any other individual the Contractor believes would be capable of performing a court review based on the Trial Court Performance Standards and Measurement System (TCPS).

UNDERSTANDING OF THE REQUIREMENTS AND TECHNICAL APPROACH (35 points)

The proposer shall demonstrate a clear understanding of the SOW objectives and scope; present a logical, rational, and complete approach for accomplishing the work outlined in the SOW. The

proposer's presentation illustrates a proposal that is reasonable, responsive, and addresses all aspects of the technical requirements. Simple statements of compliance (i.e., "understood", "will comply") without a detailed description of how compliance will be achieved will not be considered sufficient evidence that the proposed services can technically meet the requirements of this SOW.

- a. Familiar with the particular tribal courts in the District for which the application has been made.
- b. Must be accessible to tribal courts and the tribal codes within the District for which the application has been made.
- c. Contractor and team shall have an understanding of the challenges tribal courts face in the budget arena.
- d. Contractor and team shall have an understanding of the challenges tribal courts often face on the due process and separation of powers issues.
- e. Ability to properly present an unmet needs section with the tribal court review, which focuses on types of cases, including civil, criminal and juvenile cases, plea bargaining and tribal court mediation, drug courts, family courts and way in which a court might provide alternative sentencing which includes mental health options.
- f. Contractor and team shall have proficiency in understanding how to properly provide productive feedback to tribes and tribal courts regarding the functions of the tribal court.
- g. Ability to provide proper guidance to court clerks, regarding all the important duties a court clerk provides.
- h. Contractor must possess exceptional writing skills

PAST PERFORMANCE (30 points) *Separate sheet provided*

Proposer should note that Past Performance related to the "quality" and how well a Contractor performed the services under a contract. Proposer shall submit the following information as part of their proposal:

- a. A list of three (3) completed or active contracts for related or similar services. The Government will evaluate past performance on contracts that are similar in nature to the requirements of this RFP. Contracts listed shall include those entered into with the Federal Government, agencies of state and local Governments or commercial customers.
- b. Each proposer will be evaluated on its performance under existing and prior contracts which are similar in nature to the requirements of this RFP. The Government is not required to contact all references provided by the proposer. Also, references other than those identified by the proposer may be contacted by the Government to obtain additional information that will be used in the evaluation of the proposer's past performance. Information for the evaluation of past performance will be randomly requested from the list of references or other sources as previously stated. Performance information will be used for both responsibility determinations and as an evaluation factor to be scored. PPIRS will also be used as a source of past performance information to help with the evaluation of past performance.

- c. Proposers are further advised that thorough and complete past performance information is required. Explanations/comments regarding problems encountered and corrective actions taken shall be addressed as a part of the proposal submitted in response to this solicitation. The Government will take the proposer's comments into consideration when conducting its past performance evaluation. **PROPOSERS MAY NOT BE GIVEN ANOTHER OPPORTUNITY TO ADDRESS PROBLEMS ENCOUNTERED IN PAST PERFORMANCE.**

VOLUME 2: Price Proposal (*Separate sheet included*)

Proposer, at a minimum, shall submit price proposals in sufficient detail for the Government to determine that the proposed price is realistic and consistent with the proposed technical approach. The price proposal is to be submitted as a Firm Fixed Price proposal **exclusive** of travel.

- a. Price will not receive a weighted score rather it will be used to determine a successful proposal.
- b. In the event the submissions become equal in technical merit, price becomes more important.

STATEMENT OF WORK

1. BACKGROUND

The mission of the Office of Tribal Justice Support (TJS), a division within the Office of Justice Services (OJS) of the Department of the Interior (DOI) is to further the development, operation, and enhancement of tribal justice systems and Courts of Indian Offenses. Congress and the Federal courts have repeatedly recognized that tribal justice systems are the appropriate forum for adjudicating civil disputes and some criminal activity within Indian country. TJS is tasked to provide training and technical assistance to tribal courts. In an effort to ensure that justice in tribal forums is administered fairly and with the utmost integrity, one of TJS's tasks is to perform tribal court reviews intended to assist in defining specific technical assistance and training needed by tribal courts, 25 U.S.C. 3612 (2000). With the appropriate tribal court review, TJS can provide training and technical assistance in many legal areas: including but not limited to, criminal prosecution, foster care issues, Indian Child Welfare Act (ICWA) issues, juvenile issues, guardianship issues, tribal probate issues, tort and liability issues which occur on Indian lands and are regulated by tribal codes. TJS has determined that the new tribal court reviews will be based on the Trial Court Performance Standards (TCPS) model which define optimal court performance and are viewed as a blueprint for improving the administration of justice by focusing on performance, self-assessment and self-improvement of the trial court. In addition to providing guidance for TJS on appropriate training, these tribal court reviews provide a conceptual framework of performance areas, community perception, standards and measures and focus on tribal courts' operational activities, codes, procedures, and budget limitations. Moreover, the tribal court reviews are often a basis of one-time funding decisions made by TJS. Finally, TJS is charged with maintaining an information clearinghouse on tribal justice systems and Courts of Indian Offenses. These reviews provide a detailed court profile data base for the creation of a clearing house that will include tribal codes, judicial decisions and court profiles.

2. OBJECTIVE

The objective of this Statement of Work (SOW) is to have TJS meet its statutory required objectives and assist TJS in its endeavor to provide appropriate information to Congressional appropriations staff and the Office of Management and Budget, through the tribal court reviews. Further, the completion of tribal court reviews are a part of TJS standards under the Government Performance and Results Act (GIPRA) and thus the review process is essential for TJS to meet its goals under GIPRA. The reviews also provide insight into necessary trainings needed in Indian Country. In order for TJS to achieve its statutory requirements, the contractors will be required to complete a three-prong evaluation mechanism based on the TCPS model. These performance standards are available at http://www.ncsconline.org/D_Research/tcps/area_1.htm. The evaluation mechanism/ review will include the following: the first prong will be a comprehensive tribal court review which is formatted on the TCPS and modified to address the specific issues of tribal courts, subsequently the contractor will submit a follow-up tribal court corrective action plan based on the specific court review, only if TJS determines a corrective action plan is needed, and finally, the contractor will submit a recommendation of resources and regional trainings specifically addressing the needs of the particular tribal courts in the specified district. A TJS designated representative will be consulted on the format of the review, in order to facilitate consistent tribal court reviews throughout the districts. **The Contractor is expected to complete six (6) court reviews per performance period, and three (3) corrective action plans, if needed.** The Contractor is expected to complete a recommendation for each of the tribal court reviews and a list of resources and regional trainings specifically tailored for the court.

3. SCOPE OF WORK

The Bureau of Indian Affairs is soliciting for Tribal Court Reviews and a CFR court review located in the respected OJS Districts. The contractor shall reside within the proposed district to reduce transportation costs over the course of the contract. *(See the attachment for a listing of each District location)*. The contractors will work closely with a TJS representative, whose role and focus will be to coordinate the reviews, and review the documents for consistency based on the standards set forth in the TCPS and by TJS. The contractor should be available for an in-service training with TJS prior to beginning the first review, and must work closely with the TJS personnel appointed to oversee the overall coordination of court reviews.

The Contractor's review team should consist of individuals who have practiced in tribal courts, experience as a tribal court probation officer, experience as a tribal court administrator or clerk, or experience as a tribal court liaison with social services, in the respective district area. The contractor should be familiar with and have accessible means to the tribal courts located within the respective District. For example, the Contractor and review team will be responsible for conducting the reviews for the tribal courts located in the selected District and should have a working knowledge of not only of the number of courts in that area but a working knowledge of some of the codes which govern those courts. The contractor should be available to travel to the tribal courts located within the OJS District and shall incur reasonable travel costs. It is of particular importance that travel expenses are minimized during all phases of the preparation of court reviews, corrective action plans and the delivery of a proposal of additional training and technical assistance to the contractor.

Contractors will conduct a review in three separate phases. The first phase will be the completion of the tribal court review, the second phase will be the completion of the tribal court corrective action plan, if needed, and finally, the third phase will be the completion of the recommendation for training and technical assistance to both the Tribe and the TJS. The three-prong process is defined as follows:

- **Phase I - A comprehensive tribal court review will be submitted to TJS.** The review will be formatted on the Trial Court Performance Standards (TCPS) and modified to address the specific issues of tribal courts; the contractor is to provide a tribal court review in booklet form, which will include:
 - (1) An introductory section;
 - (2) Findings and recommendations based upon the 5 TCPS performance areas; and
 - (3) Next steps, an overview of the recommendations to the tribal government based upon the findings in the review;
- **Phase II- A follow-up tribal court corrective action plan.** Based on the specific court review completed, if needed and determined by TJS, and the format will follow the tribal court review booklet as described as above;
- **Phase III -Recommendations.** An in-depth document identifying for resources and regional trainings specifically tailored for the tribal court being reviewed. For example, if the tribal court needs additional training on a court management system, the recommendations should include a number of resources the tribe might use in regard to the specific training needed on the system used by the tribe and the estimated cost.

Contractor will work with TJS or certain designated persons who are knowledgeable on the type of overall Tribal Court Review needed. With the guidance of TJS, the contractor will provide a consistent systematic court review process based on the Trial Court Performance Standards (TCPS).

The contractor is expected to complete a minimum of six (6) court reviews, and three (3) corrective actions plans, if needed, during the period of performance as a requirement by GIPRA standards.

4. PERIOD OF PERFORMANCE

The period of performance for this effort is date of award for a base period of 12 months with 1 option period.

Base period Date of Award 2012 through 12 Months

Option Period I 2013 through 2014

Option periods will be at the discretion of the government and contractor will be notified if the option will be exercised within 60 days of contract end date.

5. CONTRACT TYPE

This contract will be awarded as a firm fixed price contract.

6. PLACE(S) OF PERFORMANCE

The work will be performed at the tribal court facility where the tribal court review is to be conducted and at the office of the contractor. TJS anticipates the initial stage, one in-depth review for each tribal court, will require approximately 3 to 12 days conducting the review, and may possibly include a return visit to the site if necessary. *See attachment for tribal court locations.*

7. TASKS

PHASE I

STAGE ONE: Tribal Court Reviews

The Court Review will be provided to TJS within sixty (60) days of the review team's site visit. Once the court review is provided to TJS and the program office is satisfied with the product the contractor will be paid for the product. After the contractor is paid for the court review, the program office and contractor will make a presentation to the tribe in a manner the tribe chooses: in-person, teleconference, videoconference, etc. Thereafter the contractor will be paid for the additional time spent with the tribe.

Introduction of the Review

The Tribal Court Review will begin with an introduction section and will include the following, among other things:

- (1) Jurisdictional status of the tribal court, for example whether the tribal court sits in a PL 280 state;
- (2) A short discussion on whether the tribe has undertaken the assumption provision of the TLOA;

- (3) A short discussion or whether the court has different types of courts, such as a children's court, a drug court, or a peacemaker court.
- (4) A summary of the tribal codes approved by the tribal government;
- (5) The tribal court's history;
- (6) Statistical information regarding the number of cases heard by the tribal court divided into (a) criminal, (b) civil, (c) juvenile, (d) child in need of supervision, (e) probate, (f) ICWA, (f) domestic violence cases and the number of appellate cases heard, if applicable, and (g) Supreme Court cases information, (h) the make-up of the tribal court personnel; (i) and location of the court. The review will also include pictures of the court; charts and graphs which show the make-up of the cases heard by subject;
- (7) An organizational chart, with the break-down of the duties of the tribal court employees, for example, "2 public defenders", "3 prosecutors", "4 clerks", etc.;
- (8) A discussion of the tribal court management system; and
- (9) The introduction shall include a discussion of the tribal court budget along with sources of funding and discussion and inclusion of result of BIA single audit reviews if the tribe is a 638 contractor;

Five Primary Trial Court Performance Standards (TCPS)

1. Performance Area Access to Justice- In determining whether the Tribal Court system was open and accessible to the community, the reviewers will look at the location, physical structure, and court procedures along with the responsiveness of tribal personnel. Further, the review will take an in-depth look at the court management system and determine whether or not the filing system is up to date. Thus the contractor should have a working knowledge of all types of court management systems, such as Just Ware, Full Court, and Kelpro, etc. Additionally, the reviewers will look at the duties assigned to personnel. The reviewers will exam the designated duties of particular offices. Such as, reviewing the scope of work assigned to the public defender's office or advocate's office.

2. Performance Area Expedition and Timeliness- The review must also indicate whether the trial court meets the community's needs. A determination will be made as to whether the court activities are conducted in a timely and expeditious manner. The contractor will look at case processing, general statistics, case management systems and statistics generated from those systems, and implementation of law and procedure. An additional item of review is an analysis on whether or not the tribe is preparing or ready to implement the TLOA. As such, a review of the current tribal law and order codes of the tribe, the current civil codes of the tribe, and at the court procedure guidelines both civil and criminal must be conducted. Thus the contractor should have a working knowledge of tribal codes, tribal court procedures and the Tribal Law and Order Act.

3. Performance Area Equity, Fairness and Integrity- The review must discuss whether the court system has a fair and reliable judicial process that ensures equal justice for all under the law, as it is identified under the tribal codes and ICRA. The reviewers will look at the way the tribe disseminates the codes to the public, and will take a random look at the tribal court's case files, and determine if the tribal court's rules and procedures are in place. Further, the reviewer will determine whether or not the court has a systematic procedure for accounting of fines, assets in guardianship proceedings, probate

proceedings, juvenile proceedings, child welfare proceedings, ICWA proceedings. The reviewer shall also determine whether due process issues are appropriately addressed, giving special attention to due process issues under ICRA and TLOA. Also, the review will determine whether or not the TLOA enhanced sentencing proceedings are in effect, review temporary releases from jail proceedings, any other item which the reviewers determine is appropriate to review within the parameters of equity, fairness and integrity. Clarity of court orders, adequacy of storage and preservation of physical records, staffing and resources for the court house will be reviewed. The review will also include a discussion of the court systems and procedures -including appellate and Supreme Court if applicable. Further, the reviewers will look for accuracy consistency and utility of case docket system, case file integrity, activity logs, and file stamp methods.

4. Performance Area Independence and Accountability- The review shall discuss the independence and accountability of the court. The reviewers will also discuss access to justice by the community and the timely resolution of disputes with equality, fairness, and integrity. The review shall analyze the organizational structure of the judicial branch of government and focus on the tribal court's legal and organizational boundaries, how effectively the tribal court monitors and controls their operations and account publicly for their performance. Here the reviewers will look at the administration and management authority between the chief judge and the court administrator, the court's organizational chart, court budget-including both BIA and DOJ funds. An accounting of the resources and the court's financial auditing practices. The reviewers will spend time with the community and solicit comments from the stakeholders and a report of their findings.

5. Performance Area Public Trust and Confidence- In the final performance area, the reviewers will look at the overall picture, and take into consideration the performance areas listed above. The reviewers shall determine how the court is performing to instill public trust and confidence. The reviewers shall seek input from the general public views and beliefs regarding the court and its impartiality and fairness in the community. The reviewers shall review the court files and look at the fairness and consistency of imposed sentencing, prosecutions, and any areas the community believes should be addressed where there is concern regarding fairness and public confidence. There should be an in-depth review of notice in both criminal and civil codes, as well as court procedures. An in-depth discussion of the separation of powers of the tribal court, if included in the tribal constitution or codes, will also be included as well as an in-depth review of the tribal court's speedy trial process and a discussion of the enhancement provisions of the Tribal Law and Order Act specific to the tribal court being reviewed. Further, the tribal court review shall include a discussion of any additional courts, pro-bono assistance through pamphlets or other means of communication, alternative sentencing programs and community based resolution process, if any.

STAGE TWO: Corrective Action Plan

The second prong of the process is the corrective action plan. The corrective action plan will be crafted specifically from the tribal court review and any subsequent visits of the review team. Moreover the corrective action plan will also include discussions with the tribal government, alongside TJS. The corrective action plan will follow the TCPS five primary justice performance areas, detailing in specifics, the remedies or next steps for each of the areas which the court review found to be deficient or lacking. The Corrective Action plan will focus on the resources available at little or no cost to the tribe. The Corrective Action Plan will be provided to TJS within 3 months of the date the Tribal Court Review report is presented to the tribe. The contractor will forward a copy of the corrective action plan to TJS, and once the program office is satisfied with the product, then payment will be rendered for that second

portion of the evaluation mechanism. Thereafter, the contractor will provide the information to the tribe, in a manner the tribe so chooses: in-person, teleconference, videoconference, etc.

STAGE THREE: Recommendations

The third prong of the evaluation process is a recommendation to TJS for regional cluster training or on-sight training and technical assistance. In addition, when appropriate and approved by the program office specific training may be done by the contractor. The recommendation for regional cluster or on-sight training will follow the issues presented in both the tribal court review and the tribal court corrective action plan. The recommendation will include, among other things, specific recommendations of on-sight training, and a list of resources from which the tribe may choose to work. The contractor will work with TJS and assist in an assessment of national training needs, and those specific to the tribal court reviewed. The training recommendation will be presented to TJS within 3 months of the delivery of the tribal court corrective action plan or tribal court review, whichever has been submitted last. The contractor will produce a document identifying all the training being offered to the tribal court, identify which of the five primary justice performance areas being addressed and identify the proposed individuals and/or companies suggested for the training or technical assistance. The contractor will discuss in detail the proposed training and technical assistance with TJS prior to publication of any recommendation for regional cluster training and in the event approved, on-sight training and technical assistance program proposals.

STAGE FOUR: Assessments

OJS Assessment: At the end of the contract year, TJS will provide each contractor with an assessment of the quality of the court reviews, the quality of the corrective action plans, and the quality of the recommendations for training and technical assistance to be provided or suggested to the tribal court.

Contractor Assessment: At the end of the contract year, the contractor will provide a chart with graphs summarizing the court reviews performed, the corrective action plans performed and the recommendations for training and technical assistance provided along with a detailed spending report of the cost of the performance of the contract.

8. DELIVERABLE SCHEDULE

In fulfillment of this effort, the Contractor shall provide the following deliverables. All deliverables shall be submitted to the COTR. Deliverables are in no particular order although some rely on acceptance of one another. Deliverable dates tentative.

#	DELIVERABLE(S)	DUE DATE	ACCEPTANCE CRITERIA
1	Monthly Status Reports	5 th day of each calendar month	Documents and graphs indicating statistical analysis of the court’s functions shall be written in clear, understandable English that is void of grammatical, spelling and cut & paste errors. Documents shall be delivered on time to COTR via email

2	Tribal Court Reviews	Within sixty (60) days of the visit to the Tribal Court	Contractor will review the FINAL document and shall be delivered on time to COTR via email in PDF version which will be presented to specified tribe. The reviewer shall include all information gathered regarding the 5 performance areas under the TCPS.
3	Tribal Court Review Presentations	Within sixty (60) days of the acceptance of tribal court review from the COTR and a determination as to whether or not a corrective action plan is needed.	As specified by TJS and Tribal Courts
4	Recommendations	Within 3 months of the tribal court review presentations if a corrective action plan is not needed, if a corrective action plan is needed, the CAP shall be delivered within 3 months of the tribal court review presentation, and the recommendations shall be delivered thereafter within three months of the delivered corrective action plan.	Documents shall be written in clear, understandable English that is devoid of grammatical, spelling and cut & paste errors. Documents shall be delivered on time to COTR via email in PDF version which will be presented to specified tribe
5	Contractor Assessment	Within 1 month of contract end date	Documents shall be written in clear, understandable English that is void of grammatical, spelling and cut & paste errors. Documents shall be delivered on time to COTR via email
6	Detailed Spending Report	Within 1 month of contract end date	Documents shall be written in clear, understandable English that is void of grammatical, spelling and cut & paste errors. Documents shall be delivered on time to COTR via email

9. STATUS REPORTS

The contractor shall document the efforts performed in the completion of each task for each comprehensive tribal court review. The monthly status report shall include, at a minimum:

- *Progress for the period:* detailed progress report of findings, activities and accomplishments for each of the tribal court reviews, and summary of work accomplished during the reporting period and percent complete. Such information should be detailed on a chart and graph which has

been determined by the TJS point person, in order to facilitate conformity among the different contractors.

- *Activities planned for the next reporting period:* planned activities, as well as the status of any/all deliverables, including planned delivery date(s) and actual and/or anticipated delivery date(s).
- *Problems encountered:* identification of any problems, issues or delays and recommendations as to their resolution, and any corrective action that was taken to correct identified problems.
- *Strategy revisions:* recommended changes to include any lessons learned.

10. ACCEPTANCE

Final inspection and acceptance of all work performed, reports and other deliverables will be performed at the place of delivery by the COTR. Payments shall be certified upon receipt of acceptable deliverable.

- *Accuracy* - Work Products shall be accurate in presentation, technical content, and adherence to accepted elements of style.
- *Clarity* - Work Products shall be clear and concise. Any/All diagrams shall be easy to understand and be relevant to the supporting narrative.
- *Consistency to Requirements* - All work products must satisfy the requirements of this statement of work.
- *File Editing* - All text and diagrammatic files shall be editable by the Government.
- *Format* - Work Products shall be submitted in hard copy (where applicable) and in media mutually agreed upon prior to submission. Electronic submissions will be in format readable on a Microsoft Windows platform. Most office-related documents will be submitted in a Microsoft Office format.
- *Timeliness* - Work Products shall be submitted on or before the due date specified in this statement of work or submitted in accordance with a later scheduled date determined by the Government.

11. PERFORMANCE REQUIREMENTS

Security Requirements

All contractors must abide by HSPD-12 requirements and have visible identification at all times while on government property.

Disclosure of Information

Information made available to the contractor by the Government for the performance or administration of this effort shall be used only for those purposes and shall not be used in any other way without the written agreement of the Contracting Officer.

The contractor agrees to assume responsibility for protecting the confidentiality of Government records, which are not public information. Each contractor or employee of the contractor to whom information may be made available or disclosed shall be notified in writing by the contractor that such information may be disclosed only for a purpose and to the extent authorized herein.

Limited Use of Data

Performance of this effort may require the contractor to access and use data and information proprietary to a Government agency or Government contractor which is of such a nature that its dissemination or use, other than in performance of this effort, would be adverse to the interests of the Government and/or others.

Contractor and/or contractor personnel shall not divulge or release data or information developed or obtained in performance of this effort, until made public by the Government, except to authorize Government personnel or upon written approval of the Contracting Officer (CO). The contractor shall not use, disclose, or reproduce proprietary data that bears a restrictive legend, other than as required in the performance of this effort. Nothing herein shall preclude the use of any data independently acquired by the contractor without such limitations or prohibit an agreement at no cost to the Government between the contractor and the data owner which provides for greater rights to the contractor.

Government Holidays

The following Government holidays are normally observed by Government personnel: New Years Day, Martin Luther King's Birthday, Presidential Inauguration Day (metropolitan DC area only), President's Day, Memorial Day, Independence Day, Labor Day, Columbus Day, Veteran's Day, Thanksgiving Day, Christmas Day, and any other day designated by Federal Statute, Executive Order, and/or Presidential Proclamation, or any other kind of administrative leave such as acts of God (i.e. hurricanes, snow storms, tornadoes, etc.), Presidential funerals or any other unexpected government closures.

Payment for Unauthorized Work

No payments will be made for any unauthorized supplies and/or services or for any unauthorized changes to the work specified herein. This includes any services performed by the contractor of their own volition or at the request of an individual other than a duly appointed Contracting Officer. Only a duly appointed Contracting Officer is authorized to change the specifications, terms, and conditions under this effort.

Contractor Personnel

The Contractor shall be responsible for managing and overseeing the activities of all Contractor personnel, as well as subcontractor efforts used in performance of this effort. The Contractor's management responsibilities shall include all activities necessary to ensure the accomplishment of timely and effective support, performed in accordance with the requirements contained in the statement of work. Resumes submitted for employees assigned to perform under this statement of work shall contain documented experience directly applicable to the functions to be performed. Further, these prior work experiences shall be specific and of sufficient variety and duration that the employee is able to effectively and efficiently perform the functions assigned.

Project Manager Requirements

The Contractor must assign a Project Manager to facilitate Government-Contractor communications. The Project Manager shall be the primary technical and managerial interface between the Contractor and Contracting Officer (CO), located at the Indian Affairs office in Reston, Virginia, and the Contracting Officer's Technical Representative (COTR) located on-site at OSG in Washington, D.C. The name of this person, and an alternate or alternates, who shall act for the contractor when the Manager is absent, be designated in writing to the CO. The Project Manager or alternate will have full authority to act for the contractor on all contract matters relating to daily operations.

The Project Manager or alternate must be available during normal duty hours, as specified herein and to meet with government personnel within 24 hours to discuss problems.

The Contractor's Project Manager shall meet with the CO/COTR as necessary to maintain satisfactory performance and to resolve other issues pertaining to Government/Contractor procedures. At these meetings, a mutual effort will be made to resolve any and all problems identified. Written minutes of these meetings shall be prepared by the Contractor, signed by the Contractor's designated representative, and furnished to the Government within two (2) workdays of the subject meeting. The Project Manager and alternate or alternates must be able to read, write, speak, and understand English.

Contractor's Employees

Contractor personnel shall present a neat appearance and be easily recognized as contractor employees by wearing a Security Identification Badges at all times while on Government premises. When Contractor personnel attend meetings, answer phones, and work in other situations where their status is not obvious to third parties they must identify themselves as such to avoid creating the impression that they are government employees.

Physical Security

The contractor shall be responsible for safeguarding all government property provided for contractor use. At the end of normal duty hours and/or after normal duty hours, all government facilities, equipment and materials must be secured.

12. ADMINISTRATIVE CONSIDERATIONS

Points of Contact

COTR: TBD

Contracting Officer:

Quiana Galloway - Contract Specialist
Office of Acquisition and Property Management
12220 Sunrise Valley Drive, Reston, VA 20191
Quiana.Galloway@bia.gov, (P) 703-390-6521

13. INVOICING

The Contractor shall bill in accordance to the deliverable schedule. Contractor shall invoice no more than once monthly.

The contractor shall invoice all services rendered against the appropriate contract line item number (CLIN).

- Invoices must include, as a minimum,
- Date(s)
- Name/Tribe/Attendees
- Completed project(s)/status

Travel will be utilized in the overall pricing. Any Travel or Other Direct Costs (ODCs) incurred including supporting documentation and receipts for all charges for the current billing period and cumulative to date. Travel shall be billed in accordance of the Federal Travel Regulations.

Invoices shall be submitted to:

BIA-Albuquerque Accounting Operations
1001 Indian School Road, Suite 352
Albuquerque, NM 87104
ATTN: Financial Manager
E-Mail Submission: OJSPAYMENTMAILBOX@BIA.GOV

14. SECTION 508 COMPLIANCE REQUIREMENTS

Any and all electronic and information technology (EIT) procured through this effort must meet the applicable accessibility standards at 36 CFR 1194. 36 CFR 1194 implements Section 508 of the Rehabilitation Act of 1973, as amended, and is viewable at <http://www.section508.gov>.

15. GOVERNMENT FURNISHED PROPERTY

The Contractor shall furnish materials, supplies, and equipment necessary to meet the requirements under this SOW.

16. Organizational Conflict of Interest

Contractor and subcontractor personnel performing work under this contract may receive, have access to or participate in the development of proprietary or source selection information (e.g., cost or pricing information, budget information or analyses, specifications or work statements, etc.) or perform evaluation services which may create a current or subsequent Organizational Conflict of Interests (OCI) as defined in FAR Subpart 9.5. The Contractor shall notify the Contracting Officer immediately whenever it becomes aware that such access or participation may result in any actual or potential OCI and shall promptly submit a plan to the Contracting Officer to avoid or mitigate any such OCI. The Contractor's mitigation plan will be determined to be acceptable solely at the discretion of the Contracting Officer and in the event the Contracting Officer unilaterally determines that any such OCI cannot be satisfactorily avoided or mitigated, the Contracting Officer may affect other remedies as he or she

deems necessary, including prohibiting the Contractor from participation in subsequent contracted requirements which may be affected by the OCI.

17. Travel

The Contractor will be reimbursed for travel to provide support at a Government site or other site as may be specified and approved by the COTR under this effort. All travel shall be approved, by the COTR, prior to commencement of travel. The Contractor shall be reimbursed for actual allowable, allocable, and reasonable travel costs incurred during performance of this effort in accordance with the Federal Travel Regulations currently in effect on date of travel.

The Contractor shall provide supporting documentation and a detailed breakdown of incurred travel costs with each invoice.

End Statement of Work

Attachment 1 – Price Breakdown Sheet

Proposed price breakdown shall reflect the district you wish to propose for 12 month period. Contractor must submit separate price breakdown sheet if interested in more than one area.

#	DELIVERABLE(S) (each)	PROPOSED PRICE	PROPOSED SUB-TOTAL	PROPOSED TOTAL	
1	Monthly Status Reports				
2	Tribal Court Reviews DISTRICT # ____ CFR COURT ____				
3	Tribal Court Review Presentations				
4	Corrective Action Plans				
5	Recommendations				
6	Contractor Assessment				
7	Detailed Spending Report				
8	Lead Project Manager				
SUB-TOTAL DELIVERABLES				\$	
#	PERSONNEL (*applicable)	PROPOSED HRS	PROPOSED RATE	SUB-TOTAL	TOTAL
9	Lead Project Manager				
	Assistant Project Manager I*				
	Assistant Project Manager II*				
	Assistant Project Manager III*				
	Assistant Project Manager IV*				
SUB-TOTAL PERSONNEL				\$	
#	OTHER DIRECT COST(S) (MUST Itemize in proposal)	PROPOSED PRICE	SUB-TOTAL	TOTAL	
10					
SUB-TOTAL ODC'S				\$	
PROPOSED CONTRACT PRICE				\$	

Attachment 1 – District listings

District I - ABERDEEN SOUTH DAKOTA

Cheyenne River Sioux Tribal Court	Eagle Butte	SD
Crow Creek Sioux Tribal Court	Fort Thompson	SD
Flandreau Santee Sioux Tribal Court	Flandreau	SD
Fort Berthold Three Affiliated Tribal Court	New Town	ND
Lower Brule Sioux Tribal Court	Lower Brule	SD
Oglala Sioux, Pine Ridge Tribal Court	Pine Ridge	SD
Omaha Tribe of Nebraska Tribal Court	Macy	NE
Rosebud Sioux Tribal Court	Rosebud	SD
Santee Sioux Tribal Court	Niobrara	NE
Sisseton-Wahpeton Sioux Tribal Court	Agency Village	SD
Spirit Lake Tribal Court	Ft. Totten	ND
Standing Rock Sioux Tribal Court	Fort Yates	ND
Turtle Mountain Band of Chippewa Tribal Court	Belcourt	ND
Winnebago Tribe of Nebraska Tribal Court	Winnebago	NE
Yankton Sioux Tribal Court	Wagner	SD

Attachment 1 – District listings

District II – MUSKOGEE OKLAHOMA

Absentee Shawnee Tribal Court	Shawnee	OK
Apache Tribe of Oklahoma	Anadarko	OK
Caddo Indian Tribal Court	Anadarko	OK
Cherokee Nation District Court	Tahlequah	OK
Cheyenne-Arapaho Tribal Court	Concho	OK
Choctaw Nation	Tuskahoma	OK
Citizen Potawatomi Nation Tribal Court	Shawnee	OK
Comanche Indian Tribal Court	Anadarko	OK
Delaware Tribal Court	Anadarko	OK
Fort Sill Apache Tribal Court	Anadarko	OK
Iowa Tribe of Oklahoma Tribal Court	Perkins	OK
Kaw Indian Tribal Court	Kaw City	OK
Kickapoo Nation Tribal District Court	Horton	KS
Kickapoo Tribe of Oklahoma Tribal Court	McCloud	OK
Kiowa Indian Tribal Court	Anadarko	OK
Miami Nation of OK Tribal Court	Miami	OK
Otoe-Missouria Tribal Court	Red Rock	OK
Pawnee Nation District Court	Pawnee	OK
Ponca Tribe of Indians of Oklahoma Tribal Court	Ponca City	OK
Prairie Band of Potawatomi Nation Judicial Council	Mayetta	KS
Quapaw Tribal Court	Miami	OK
Sac & Fox Nation Justice Center	Stroud	OK
Sac & Fox Nation Tribal District Court	Reserve	KS
Tonkawa Tribe Indian Tribal Court	Tonkawa	OK
Wichita Tribal Court	Anadarko	OK

Attachment 1 – District listings

District III – PHOENIX ARIZONA

Cocopah Indian Tribal Court	Somerton	AZ
Colorado River Indian Tribal Court	Parker	AZ
Confederated Tribes of the Goshute Reservation Tribal Court	Ibapah	UT
Duckwater Shoshone Tribal Court	Duckwater	NV
Ely Shoshone Tribal Court	Ely	NV
Fallon Paiute-Shoshone Tribal Court	Fallon	NV
Fort McDermitt Paiute Shoshone Tribal Court	McDermitt	NV
Fort McDowell Yavapai Nation Tribal Court	Fort McDowell	AZ
Fort Mojave Tribal Court	Mojave Valley	AZ
Gila River Indian Community Tribal Court	Sacaton	AZ
Havasupai Tribal Court	Supai	AZ
Hopi Indian Tribal Court	Keams Canyon	AZ
Hualapai Indian Tribal Court	Peach Springs	AZ
Kaibab Band of Paiute Indians Tribal Court	Fredonia	AZ
Las Vegas Paiute Tribal Court	Las Vegas	NV
Lovelock Paiute Tribal Court	Lovelock	NV
Moapa Band of Paiute Tribal Court	Moapa	NV
Pascua Yaqui Tribal Court	Tucson	AZ
Pyramid Lake Paiute Tribal Court	Nixon	NV
Reno Sparks Indian Colony Tribal Court	Reno	NV
Salt River Pima Maricopa Indian Community Tribal Court	Scottsdale	AZ
San Carlos Apache Tribal Court	San Carlos	AZ
Shoshone Paiute Tribal Court	Owyhee	NV
TeMoak Tribe of Western Shoshone CFR Court	Elko	NV
Tohono O'Odham Nation Tribal Court	Sells	AZ

Attachment 1 – District listings

District III – PHOENIX ARIZONA - Continued

Tonto Apache Tribal Court	Payson	AZ
Uintah & Ouray Tribal Court	Fort Duchesne	UT
Ute Indian Tribal Court	Fort Duchesne	UT
Walker River Paiute Tribal Court	Schurz	NV
Washoe Tribal Court	Gardnerville	NV
White Mountain Apache Tribal Court	Whiteriver	AZ
Yavapai Apache Tribal Court	Camp Verde	AZ
Yavapai Prescott Consolidated Court	Prescott	AZ
Yerington Paiute Tribal Court	Yerington	NV
Yomba Shoshone Tribal Court	Austin	NV

Attachment 1 – District listings

District IV – ALBUQUERQUE NEW MEXICO

Mescalero Apache Tribal Court	Mescalero	NM
Ohkay Owingeh Tribal Court	San Juan Pueblo	NM
Picuris Pueblo Tribal Court	Penasco	NM
Pueblo of San Ildefonso Tribal Court	Santa Fe	NM
Pueblo of Acoma Tribal Court	Acomita	NM
Pueblo of Cochiti Tribal Court	Cochiti Pueblo	NM
Pueblo of Isleta Tribal Court	Isleta	NM
Pueblo of Jemez Tribal Court	Jemez	NM
Pueblo of Laguna Tribal Court	Laguna	NM
Pueblo of Nambe Tribal Court	Santa Fe	NM
Pueblo of Pojoaque Tribal Court	Santa Fe	NM
Pueblo of San Felipe Tribal Court	San Felipe Pueblo	NM
Pueblo of Sandia Tribal Court	Bernalillo	NM
Pueblo of Santa Ana Tribal Court	Santa Ana	NM
Pueblo of Santo Domingo Tribal Court	Santo Domingo	NM
Pueblo of Taos Tribal Court	Taos	NM
Pueblo of Tesuque Tribal Court	Santa Fe	NM
Pueblo of Zia Tribal Court	Zia Pueblo	NM
Pueblo of Zuni Tribal Court	Zuni	NM
Santa Clara Tribal Court	Espanola	NM
Southern Ute Indian Tribal Court	Ignacio	CO
Ysleta del Sur Pueblo Tribal Court	El Paso	TX

Attachment 1 – District listings

District V – BILLINGS MONTANA

Blackfeet Tribal Court	Browning	MT
Chippewa Cree Tribal Court	Box Elder	MT
Confederated Salish & Kootenai Tribal Court	Pablo	MT
Crow Tribal Court	Crow Agency	MT
Fort Belknap Tribal Court	Harlem	MT
Fort Peck Tribal Court	Poplar	MT
Northern Cheyenne Tribal Court	Lame Deer	MT
Shoshone & Arapaho Tribal Court	Fort Washakie	WY

Attachment 1 – District listings

District VI – NASHVILLE TENNESSEE

Chitimacha Tribal Court	Charenton	LA
Eastern Band of Cherokee Indians Tribal Court	Cherokee	NC
Mashpee Wampanoag Tribal Court	Mashpee	MA
Miccosukee Tribal Court	Miami	FL
Mississippi Band of Choctaw Tribal Court	Choctaw	MS
Passamaquoddy Tribal Court-Indian Township Reservation	Princeton	ME
Passamaquoddy Tribal Court-Pleasant Pointe Reservation	Perry	ME
Penobscot Indian Nation Tribal Court	Indian Island	ME
Poarch Band of Creek Indians Tribal Court	Atmore	AL
Seneca Nation Tribal Court (Peace Maker)	Irving	NY
St. Regis Mohawk Tribal Court	Akwesasne	NY
Narragansett Tribal Court	Charlestown	RI

Attachment 1 – District listings

District VII – MINNEAPOLIS MINNESOTA

Bad River Band of the Lake Superior Tribe of Chippewa Indians	Odanah	WI
Bay Mills Indian Tribal Court	Brimley	MI
Bois Forte Indian Tribal Court	Nett Lake	MN
Fond du Lac Reservation Tribal Court	Cloquet	MN
Grand Portage Band of Chippewa Tribal Court	Grand Portage	MN
Grand Traverse Band of Ottawa & Chippewa Indians Tribal Court	Peshawbestown	MI
Hannahville Indian Community Tribal Court	Wilson	MI
Keweenaw Bay Indian Community Tribal Court	Baraga	MI
Lac Courte Oreilles Tribal Court	Hayward	WI
Lac du Flambeau Band of Chippewa	Lac du Flambeau	WI
Lac Vieux Desert Band of Lake Superior Chippewa Indians Tribal Court	Watersmeet	MI
Leech Lake Band of Ojibwe Tribal Court	Cass Lake	MN
Menominee Indian Tribe of Wisconsin Tribal Court	Keshena	WI
Mille Lacs Reservation	Onamia	MN
Oneida Tribe	Oneida	WI
Pokagon Band of Potawatomi Indian Tribal Court	Dowagiac	MI
Red Cliff Tribal Court	Bayfield	WI
Red Lake Band of Chippewa Indian Tribal Court	Red Lake	MN
Sac & Fox Tribe of the Mississippi in Iowa Tribal Court	Tama	IA
Saginaw Chippewa Tribal Court	Mt. Pleasant	MI
Sault Ste. Marie Tribe of Chippewa Indians	Sault Ste. Marie	MI
Sokaogon Chippewa (Mole Lake) Community Tribal Court	Crandon	WI
St. Croix Chippewa Tribal Court	Webster	WI
White Earth Band of Chippewa Tribal Court	White Earth	MN

Attachment 1 – District listings

District VIII– PORTLAND OREGON

Burns Paiute Tribal Court	Burns	OR
Coeur D'Alene Tribal Court	Plummer	ID
Confederated Tribes of Bands of the Yakama Nation	Toppenish	WA
Confederated Tribes of the Colville Reservation Tribal Court	Nespelem	WA
Confederated Tribes of the Grand Ronde Community Tribal Court	Grand Ronde	OR
Confederated Tribes of the Siletz Indians Tribal Court	Siletz	OR
Confederated Tribes of the Warm Springs Reservation Tribal Court	Warm Springs	OR
Hoh Indian Tribal Court	Forks	WA
Jamestown S'Klallam Tribal Court	Sequim	WA
Kalispel Indian Community Tribal Court	Usk	WA
Klamath Indian Tribal Court	Chiloquin	OR
Kootenai Tribal Court	Bonnors Ferry	ID
Lower Elwha Klallam Tribal Community Tribal Court	Port Angels	WA
Lummi Tribal Court	Bellingham	WA
Makah Indian Tribal Court	Neah Bay	WA
Metlakatla Indian Community Tribal Court	Metlakatla	AK

Attachment 1 – District listings

District VIII– PORTLAND OREGON – Continued

Muckleshoot Indian Tribal Court	Auburn	WA
Nisqually Indian Community Tribal Court	Olympia	WA
Port Gamble S'Klallam Indian Community Tribal Court	Kingston	WA
Quileute Tribal Court	La Push	WA
Sauk-Suiattle Indian Tribal Court	Darrington	WA
Shoalwater Bay Indian Tribal Court	Tokeland	WA
Shoshone-Bannock Tribes of the Fort Hall Reservation Tribal Court	Fort Hall	ID
Siletz Tribal Court	Siletz	OR
Skokomish Indian Tribal Court	Shelton	WA
Snoqualmine Tribal Court	Snoqualmine	WA
Spokane Tribal Court	Wellpinit	WA
Squaxin Island Tribal Court	Shelton	WA
Stillaquamish Tribal Court	Arlington	WA
Suquamish Indian Tribal Court	Suquamish	WA
Swinomish Indian Tribal Court	La Conner	WA
Tulalip Tribal Court	Tulalip	WA
Upper Skagit Indian Tribal Court Sedro	Wooley	WA

Attachment 1 – District listings

District IX – SACRAMENTO CALIFORNIA

Hoop Valley Tribe	Hoop	CA
Intertribal Court of Southern California	Valley Center	CA
Yurok Tribal Court	Klamath	CA

Attachment 1 – District listings

CFR COURTS

EASTERN OKLAHOMA

Eastern Shawnee Tribe (Miami Agency CFR Court)	Miami	OK
Miami Agency CFR Court	Miami	OK
Modoc Tribe (Miami Agency CFR Court)	Miami	OK
Ottawa Tribe (Miami Agency CFR Court)	Miami	OK
Peoria Tribe (Miami Agency CFR Court)	Miami	OK
Seneca-Cayuga Tribe (Miami Agency CFR Court)	Miami	OK
Wyandotte Tribe (Miami Agency CFR Court)	Miami	OK

SOUTHERN PLAINS

Apache Tribe of Oklahoma	Anadarko	OK
Caddo Indian Tribal Court	Anadarko	OK
Comanche Indian Tribal Court	Anadarko	OK
Court of Indian Offenses for the Western Region in Anadarko	Anadarko	OK
Fort Sill Apache Tribal Court	Anadarko	OK
Kiowa Indian Tribal Court	Anadarko	OK
Wichita Tribal Court	Anadarko	OK
Otoe-Missouria Tribal Court	Red Rock	OK

SOUTHWEST

Santa Fe Indian School Property, Including the Santa Fe Health Hospital, and the Albuquerque Indian School Property	Albuquerque	NM
Ute Mountain Ute Indian Tribal Court	Towaoc	CO

WESTERN

Te Moak Tribe of Western Shoshone CFR Court	Elko	NV
Winnemucca CFR Court through Western Nevada Agency	Carson City	NV