



**CONFEDERATED TRIBES OF
COOS, LOWER UMPQUA & SIUSLAW INDIANS**

TRIBAL COURT

1245 Fulton Ave. Coos Bay, OR 97420

Phone (541) 888-1306 or 1-888-280-0726

Fax (541) 888-2853 • Email: tribalct@ctclusi.org

Request for Proposals

**Facilitator and Strategic Plan Drafting Services Related to
Comprehensive Planning Demonstration Program Grant**

Located in Coos Bay, North Bend and Florence, Oregon

1. INTRODUCTION/GENERAL INFORMATION

The Confederated Tribes of Coos, Lower Umpqua & Siuslaw Indians (CTCLUSI) invites qualified persons to submit a bid to perform facilitation and strategic planning services related to a federal Comprehensive Planning Demonstration Program grant to guide the Confederated Tribes' justice system development to promote community wellness and safety.

The specific details herein shall be considered minimum requirements unless otherwise stated. The specifications, terms and conditions included in this RFP shall govern in any resulting contract(s) unless approved otherwise in writing by CTCLUSI, in the sole discretion of CTCLUSI.

2. DEFINITIONS

- 2.1 "Bidder" means any individual or firm that submits a bid quotation in response to this RFP.
- 2.2 "CTCLUSI" means the Confederated Tribes of Coos, Lower Umpqua & Siuslaw Indians.

3. POSITION NAME/PROJECT NAME

Facilitator for the Comprehensive Planning Demonstration Program grant.

4. PROJECT LOCATION

The project is located at Coos Bay, North Bend and Florence, Oregon, and may require travel within a five county area.

5. STANDARD TERMS

- 5.1 It is the sole responsibility of the Bidder to provide all information requested and meet all requirements of this RFP. CTCLUSI has no express or implied

obligation to reimburse any Bidder for any expenses incurred in preparing proposals in response to this request.

- 5.2 The successful Bidder and all personnel assigned to perform the services covered in this RFP shall pass a criminal background check.
- 5.3 The Bidder shall be responsible for all professional licenses, taxes, fees and permits associated with or required of this RFP.
- 5.4 The successful Bidder shall serve CTCLUSI as an independent contractor and shall not be deemed an employee or representative of CTCLUSI. The Bidder understands and agrees that the successful Bidder will be an Independent Contractor for whom no Federal or State Income Tax will be deducted by CTCLUSI and for whom no retirement benefits, Medicare, survivor benefit insurance, group life insurance, vacation, sick leave, worker's compensation, unemployment and similar benefits available to CTCLUSI employees will accrue. The Bidder further understands that annual information returns as required by the Internal Revenue Code or State of Oregon Income Tax Law will be furnished to the successful Bidder for Bidder's income tax records.
- 5.5 The Bidder shall not sublet, sell, transfer, assign or otherwise dispose of any agreement related to the RFP or any portion thereof, or of his right, title or interest therein, without written request to and written consent of CTCLUSI, such consent being in the sole discretion of CTCLUSI. No subcontracts, transfer or agreement shall in any case release the Bidder of his liability under this agreement.
- 5.6 CTCLUSI has the right to terminate, without fault, any contract related to this RFP in whole or in part if CTCLUSI determines, in its sole discretion that such termination is in the best interest of CTCLUSI. Any such termination shall be effected by delivery to the Bidder of a Notice of Termination specifying the extent of such termination.
- 5.7 The Bidder agrees to indemnify, defend and save harmless CTCLUSI, its officers, agents and employees from any and all claims and losses accruing or resulting to any and all contractors, subcontractors, material men, laborer and any other person, firm or corporation furnishing or supplying work, services, materials or supplies in connection with the performance of any resulting contract related to this RFP and from any and all claims and losses accruing or resulting to any person, firm or corporation who may be injured or damaged by the Bidder in the performance of such contract and against any liability including costs and expenses for violation of property rights, copyrights or rights of privacy, arising out of publication, translation, reproduction, delivery, performance, use or disposition of any data furnished under such contract or based on any libelous or other unlawful matter contained in such data.
- 5.8 **This RFP and any resulting contract shall be governed by and interpreted under all applicable laws, ordinances, rules, regulations and resolutions of**

the Confederated Tribes of Coos, Lower Umpqua & Siuslaw Indians. The Confederated Tribes of Coos, Lower Umpqua & Siuslaw Indians Tribal Court shall be deemed to have jurisdiction over any disputes under this RFP and any resulting contract.

6. INDIAN PREFERENCE

6.1 The work to be performed under this RFP is on a project subject to Section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450b). Section 7(b) requires that to the greatest extent feasible:

6.1.1 Preferences and opportunities for training and employment shall be given to Indians; and

6.1.2 Preferences in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned economic enterprises.

7. PROJECT INFORMATION/SCOPE OF WORK

7.1 **Project Overview.** This project involves the facilitating of data gathering from stakeholders and community members to assist in developing a written, strategic plan to guide the CTCLUSI's justice system development to promote community wellness and safety. This project's goal is to provide sufficient data and a strategic plan to enable the CTCLUSI to comply with the requirements of its federal grant, and to help advance meaningful development of the CTCLUSI's Tribal Court, including its Peacegiving Court (restorative justice) in conjunction with relevant departments, programs and committees of the CTCLUSI (e.g. police, education, health and family services). The project will include:

- Facilitating meetings with Tribal members, staff and leaders as well as with representatives of state and county judicial and social services;
- Developing survey(s) for data gathering and identifying existing sources of relevant data;
- Assisting CTCLUSI staff (led by the Tribal Court) in drafting a strategic plan based on the data gathered and feedback from the Tribal community, stakeholders and potential state/county partners, with a primary focus on how to expand the use of Tribal Court and its Peacegiving Court, and integrate it with current or expanded CTCLUSI community and law enforcement services in delivering justice and social services to Tribal members and members of the CTCLUSI community;
- Complying with Federal grant requirement, including, but not limited to, civil rights statutes and regulations and any applicable special conditions of the grant.

Total project expenses, including but not limited to travel expenses, may not exceed \$47,892.00.

7.2 Background on Peacegiving Court

Peacegiving Court was established in 2005 as a division of Tribal Court. Our Chief Judge assigns cases to Peacegiving Court upon mutual agreement by the parties involved. Volunteer Peacegivers are comprised of tribal members or their spouses appointed by Tribal Court following a nomination and screening process. Peacegiving Court incorporates culturally based restorative justice principles in an effort to heal the effects of crime on the offender, the victim and the community as a whole utilizing an impartial and culturally relevant venue for dispute resolution.

For Peacegiving Court to continue to be successful, education and outreach efforts to the tribal and non-tribal community will need to be increased to promote Peacegiving Court as a favorable alternative to handling conflict resolution. Outreach to the five service county areas should include entities such as state and federal justice agencies, juvenile justice departments, and law enforcement officials.

7.3 Drug and Alcohol Programs

Tribal Court is seeking to enhance existing substance abuse programs by developing a diversion program that provides related treatment and rehabilitation services in a judicial setting. This may include mandatory substance testing capabilities, sanctions and incentives, and transitional services with the aim of reducing crime and substance abuse among high-risk offenders. A partnership will need to be established with state drug courts, public agencies and community based organizations to generate use and support.

7.4 Services to be provided by Contractor. The Contractor will provide professional services including:

- Facilitating meetings between Tribal members, staff and leaders as well as representatives of state, county and local justice and social service providers;
- Developing surveys to gather new data;
- Developing relevant outreach efforts;
- Researching and acquiring existing, relevant data;
- Work with Tribal Court and various Tribal departments in understanding the scope of existing justice and social services and the potential for expanding Tribal and Peacegiving Court roles in conjunction with existing or expanded law enforcement and community services (both Tribal and non-Tribal) in promoting community wellness and safety;
- Drafting outreach materials and strategic plans;
- Assisting with federal grant compliance.

7.5 Insurance to be provided by Contractor. The Contractor will be required to provide insurance in amounts acceptable to CTCLUSI, including but not limited

to Commercial or Comprehensive General Liability insurance, Professional Liability insurance and Workers Compensation insurance, naming CTCLUSI as an additional insured on all Commercial or Comprehensive General Liability policies.

8. BID PROCEDURES

- 8.1 **Cost of Preparation.** Bidder assumes all costs of preparation of the bid quotation.
- 8.2 **Submission.** All bid quotations must be submitted in a sealed envelope clearly marked "Tribal Court Comprehensive Planning Demonstration Program - Facilitator Proposal" on the outside of the envelope. Bid quotations must be RECEIVED by the 14th day of June, 2013 at 12:00 p.m. Pacific Daylight Time, to:

Diane Whitson, Court Clerk
Confederated Tribes of Coos, Lower Umpqua & Siuslaw Indians
1245 Fulton Avenue
Coos Bay, OR 97420

Faxed bids will not be accepted. Any bids received after the date and time of opening will be rejected and returned unopened to the Bidder. Time shall be determined as indicated on the clock where bids are received. Failure to provide the requested information at the time the bid is submitted may result in the bid being rejected. Unless otherwise stated, all bids shall be in lump sum basis, in U.S. funds.

- 8.3 **Designated Contact.** Any questions pertaining to the bid quotation or this RFP should be directed to Diane Whitson, Court Clerk, at 541-888-1306 or dwhitson@ctclusi.org.
- 8.4 **Content.** In order to facilitate the review process and obtain the maximum degree of comparison, proposals should include the following information:
- 8.4.1 RFP subject, name of Bidder's firm, address, telephone and fax numbers, name of contact person and date of submission.
- 8.4.2 A summary of the Bidder's and the Bidder's firm's qualifications to perform the scope of work described in this RFP. The summary should include, at a minimum:
- 8.4.2.1 A description of the firm and its relevant prior experience in facilitation, community outreach, delivery of judicial and/or social services, strategic planning and working with American Indians.
- 8.4.2.2 Names of partners and/or managers to be assigned to the project and a summary of their qualifications.

8.4.2.3 Names, addresses, contact number and contact name of at least three (3) references.

8.4.3 Any additional information relevant to this RFP you would like to present.

8.5 **Review of Bid Quotations.** All bids will be opened publicly on June 17, 2013 at 9:00 a.m. in the Tribal Court office located at 1245 Fulton Avenue, Coos Bay, OR 97420.

CTCLUSI reserves the right, in its sole discretion, to reject any or all bids if deemed to be in the best interest of CTCLUSI. The award will be made to the lowest responsive Bidder whose bid meets the requirements of this RFP.

The successful Bidder will be required to enter into a contract with CTCLUSI according to the terms of the successful bid and this RFP. The successful Bidder will be required to maintain applicable liability and workers compensation insurance.

CTCLUSI will apply Indian preference to bid quotations, as applicable to the Confederated Tribes of Coos, Lower Umpqua & Siuslaw Indians Tribal Code and the CTCLUSI Indian Preference Policy for Procurement.

8.6 Award. Final award of the bid is expected to be made on June 21, 2013.

9. OTHER CONTRACTUAL PROVISIONS

CTCLUSI will require all contracts resulting from this RFP to include, but not be limited to, the following provisions:

(1) **Venue:** The venue for any suit or action, including a resolution of any dispute as to the enforceability, validity, or scope of this agreement, is exclusively in the Tribal Court of the Tribes of Coos, Lower Umpqua and Siuslaw Indians. All parties consent and submit to such jurisdiction and waive any right to seek any other jurisdiction.

(2) **Sovereign Immunity:** Nothing in this agreement is intended to be construed as a waiver of sovereign immunity or the acknowledgment.

(3) **Indian Preference:** The parties to this contract shall comply with the provisions of Section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450b).

In connection with this contract, the contractor shall, to the greatest extent feasible, give preference in the award of any subcontract to any Indian organizations and Indian-owned economic enterprises, and preferences and opportunities for training and employment to Indians.

Subrecipients must comply with all of the applicable Federal civil rights laws, including the requirements pertaining to developing and submitting an EEOP, reporting Findings of Discrimination, and providing language service to LEP persons. Recipients that make subawards must have in place standard grant assurances and review procedures to demonstrate that they are effectively monitoring the civil rights compliance of subrecipients. Bidders can find the information they need to ensure EEOP compliance from applicable subrecipients at <http://www.ojp.usdoj.gov/ocr/eeop.htm>.

The contractor shall include this Section 7(b) clause in every subcontract in connection with the project, and shall, at the direction of CTCLUSI, take appropriate action pursuant to the subcontract upon a finding by CTCLUSI that the subcontractor has violated the Section 7(b) clause of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450(b)).