

REQUEST FOR PROPOSAL (RFP)

Court Investigator in the Tribal Court

(revised 1/24/2018)

Introduction

Central Council of the Tlingit and Haida Indian Tribes of Alaska (Tlingit & Haida) is a tribal government representing over 30,000 Tlingit and Haida Indians worldwide. We are a sovereign entity and have a government to government relationship with the United States.

Tlingit & Haida's headquarters are in Juneau, Alaska but our commitment to serving the Tlingit and Haida people extends throughout the United States. Tlingit & Haida offers a variety of family-centered services focused on promoting and supporting safe and stable families. Services include information and referral, case management, financial assistance, foster and child care, training, vocational rehabilitation, nutrition and other supportive services. The programs are designed to address immediate and long term needs associated with family well-being and financial self-sufficiency.

General Information

The Tlingit & Haida Tribal Court is soliciting contractual-service proposals for a Court Investigator(s) for cases involving children in the Tribal Court. The Tribal Court will contract with up to three (3) Court Investigators for a one (1) year contract with three (3) one-year Options for a maximum of four years.

Scope of Work

The Court Investigator will conduct a thorough investigation into matters and parties as outlined in the Court's assignment order, provide recommendations and adhere to deadlines set out by the Court. The Court Investigator may be assigned to the following case types: juvenile offenders, child protection, guardianships, adoptions, termination of parental rights, child custody matters or alternative dispute resolution forums such as, but not limited to, circle sentencing, Youth Circle Court, Civil Diversion (for criminal cases) or Elders Court.

Required Credentials

All applicants must have the following:

1. experience with state or tribal juvenile justice and family law;
2. experience performing investigations and preparing and presenting court reports and recommendations;
3. extensive experience and knowledge of Native culture and practices, especially Alaskan Native;
4. excellent written and verbal communication skills and experience writing court reports;
5. the ability to successfully pass a background check as required by Tribal statute and Federal funding requirements.

Preferred Credentials

1. Possess a Juris Doctorate (JD) degree from an accredited law school
2. Be licensed as an Attorney by a State (either Alaska or other State) and not have any disciplinary actions; and
3. Possess a Master of Social Work (MSW) degree
4. Be licensed as a Master of Social Work by a State (either Alaska or other State) and not have any disciplinary actions;

Instructions to Offer

Communications

All communications will be via email sent to the email address identified in the RFP. No calls shall be accepted.

Proposal Format

1. All proposals will be on 8 ½ x 11 (letter size) standard white paper with 1” margins on all sides.
2. Proposal shall be in Microsoft Word or PDF format.
3. Font shall be size 12 Times New Roman or Arial.
4. Total response shall not exceed 80 pages.

Required Documents and Requested Information

Applicants must include the Required Documents listed below and should provide Requested Information with sufficient detail to facilitate the factors in the Evaluation Criteria. The failure to provide Required Documents will result in the proposal being deemed nonresponsive. The failure to include Requested Information may result in no points being assessed.

Required Documents:

1. Resume;
2. If applicable, Proof of Bar Licensure In Good Standing;
3. References/Letters of Recommendation; and
4. Cost Proposal. *Must in placed into a clearly marked envelope separate from the other requested documents. Offer will use Cost Proposal Form in the RFP. Including*

billable hours, travel, reimbursement, paralegal rates, and any other fees. The Cost Proposal must be clearly discernable.

Additional Requested Information:

1. Cover Letter.
2. Outline of Experience working with: juvenile offenders; child protection; adoption; guardianship; and child custody matters.
3. Two (2) years minimum experience in each case type is recommended but not required.
4. Tribal Preference verification in accordance with RFP and Proposal Participation requirements. Standard Terms and Conditions.

Evaluation Criteria:

		Maximum Points
Cover Letter	Was a cover letter submitted?	3
Resume	Was resume submitted?	5
Experience with juvenile offenders	Two to four years	1
	Four to six years	2
	Six plus years	3
Experience with child protection	Two to four years	1
	Four to six years	2
	Six plus years	3
Experience with adoptions or guardianships	Two to four years	1
	Four to six years	2
	Six plus years	3
Experience with child custody	Two to four years	1
	Four to six years	2
	Six plus years	3
Juris doctorate degree (if applicable) State Bar license	Was proof submitted	1
	<u>Was proof of good standing submitted</u>	<u>1</u>
Masters of Social Work Degree (if applicable) MSW license	<u>Was proof submitted</u>	<u>1</u>
	<u>Was proof of good standing submitted</u>	<u>1</u>
Letters of Reference	1 reference	1
	2 references	2
	3 references	3
Total Possible General Points		27
Indian Preference	100% Tlingit & Haida tribally owned business	3
	51% Tlingit & Haida tribally owned business	2
	Other AN/AI owned business	1

Maximum Points Possible	30
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Evaluation Process:

Step 1: Written proposals will be reviewed for compliance with the Required Documents. Proposals that fail to include the Required Documents will be deemed nonresponsive and the applicant’s proposal will be eliminated.

Step 2: The Chief Judge, Presiding Judge and/or Court Administrator will tally the responsive proposal points from the Evaluation Criteria.

Step 3: The Chief Judge, Presiding Judge and/or Court Administrator will conduct reference checks with the highest scoring responsive proposals. If the reference checks are positive, interviews may be scheduled or applicants may be outright selected to proceed to the cost proposal evaluation.

Step 4: The cost proposal is evaluated separate from Evaluation Criteria. Cost comparisons will be evaluated as follows:

Cost Proposal	Lowest Cost	6 points
	Second Lowest Cost	5 points
	Third Lowest Cost	4 points
	Fourth Lowest Cost	3 points
	Fifth Lowest Cost	2 points
	All others	1 point

Step 5: The Chief Judge, Presiding Judge and/or Court Administrator will select the applicant to proceed.

Step 6: Contract negotiations will commence with selected applicant.

Step 7: If negotiations with the selected applicant fails to produce a contract, the Tribal Court reserves the right to enter into negotiations with the next highest scoring proposal.

Deadline for Submission

The deadline to submit proposals is **4:30 PM ADST, Monday, February 26, 2018**. Proposals must be emailed and/or hand-delivered. No faxed proposals will be accepted. The applicant is responsible for ensuring the Tribal Court receives his/her proposal by the deadline. All proposals received after the deadline will be eliminated from consideration. Questions should be in writing and directed to Frances Andrews, Clerk of the Court at fandrews@ccthita-nsn.gov.

Physical Address:

Tlingit & Haida Tribal Court, 320 West Willoughby Ave., Suite 300, Juneau, AK 99801

Standard Terms and Conditions

Tlingit & Haida is a federally recognized tribe that applies an Indian Preference in employment and contracting pursuant to PL 93-638. Procurement Preference is in accordance with Tlingit & Haida's Fiscal Management Policies Part VII – Procurement 6. Tribal Preference.

Tribal Preference

- a) In the acquisition of goods and services, preference shall be afforded to businesses owned by Tribal members or other Indians who have the ability to provide/deliver the necessary quality and quantity of goods or services within required time frame(s).
- b) Goods and services to be acquired shall, when practical, be specified in sufficient detail to make price the deciding factor in selection of the successful bidder. Agents of Tlingit & Haida shall advise all prospective bidders of the bidding preference policy, as follows:
 - 1) Preference shall be given first to businesses 100% owned by Tlingit & Haida citizens; second to businesses 51% or more owned by Tlingit & Haida citizens; and third to other Indian businesses residing within the Tribe's general service area.
- c) Tlingit & Haida will not afford a preference to businesses with a poor record or performance.

Indian Preference shall be given to a qualified bidder. To meet the Indian Preference requirements bidders must submit proof of ownership and tribal identification for verification. To qualify as an Indian-Owned business, the tribal citizen or tribe must own not less than 51 percent of the enterprise.

Indian is defined as: Indian means a person who is a member of an Indian Tribe. If the contractor has reason to doubt that a person seeking employment preference is an Indian, the contractor shall grant the preference but shall require the individual within thirty (30) days to provide evidence from the Tribe concerned that the person is a member of the Tribe.

General

The vendor's response shall remain in effect for ninety (90) days from the final submission deadline of **February 26, 2018 at 4:30 AKST**.

Tlingit & Haida reserves the right to reject any or all proposals and enter into negotiations with any vendor(s) that Tlingit & Haida, in its sole discretion, may choose. The review procedure will continue until a vendor is selected successfully or until Tlingit & Haida chooses to reject all proposals. Tlingit & Haida also reserves the right to award more than one contract.

Proposals in response to this Request for Proposal must strictly adhere to all the requirements of this RFP. Any changes, substitutions or other alterations to the provisions stipulated in this RFP will be considered at the sole discretion of Tlingit & Haida and may not be accepted unless approved in writing by Tlingit & Haida. Proposers are encouraged to provide any suggestions and solutions that may achieve a more cost-effective and value-for-money approach to fulfilling the requirements of this RFP.

Submission of a Proposal shall be deemed to constitute an acknowledgement by the Proposer that all obligations stipulated by this RFP will be met and, unless specified otherwise, the Proposer has read, understood and agreed to all the instructions provided in this RFP.

Any Proposal submitted will be regarded as an offer by the Proposer and not as an acceptance of an offer of any Proposal by Tlingit & Haida. Any Proposal shall have only one option. If options were proposed, only the first option will be considered. This RFP does not commit Tlingit & Haida to award a contract.

Cost of Proposal Preparation

Tlingit & Haida will not reimburse prospective Vendors for any costs incurred in preparation of a response to this RFP.

Waive Minor Administrative Irregularities

Tlingit & Haida reserves the right to waive minor administrative irregularities contained in any proposal. Additionally, Tlingit & Haida reserves the right at its sole option to make corrections to prospective Vendors' proposals when an obvious arithmetical error has been made in the price quotation. Prospective Vendors will not be allowed to make changes to their quoted price after the proposal submission deadline.

Errors in Proposal

Prospective Vendors are liable for all errors or omissions contained in their proposals. Prospective Vendors will not be allowed to alter proposal documents after the deadline for proposal submission. Tlingit & Haida is not liable for any errors in proposals. Tlingit & Haida reserves the right to contact a prospective Vendor for clarification of proposal contents.

Incorporation of Documents into Contract

By submitting a proposal, prospective Vendors acknowledge and accept that the requirements of this RFP and the contents of the Vendor's proposal will be incorporated into any contract entered into as a result of this RFP.

No Costs or Charges

By submitting a proposal, prospective Vendors acknowledge and accept that Tlingit & Haida shall not be liable for any costs or charges incurred prior to the formal and complete execution of a contract between Tlingit & Haida and the successful Vendor.

Federal Funding Requirements

Contracts resulting from this RFP may be funded through grants and cooperative agreements received from the U.S. Department of Interior, U.S. Department of Health & Human Services and the U.S. Department of Labor or other federal agency. As such, the Vendor will be required to comply with all applicable Federal regulations.

Availability of Funds

Funds are presently available for this contract. The federal government's obligation under this contract is contingent upon the availability of appropriated funds from which payment for

contract purposes can be made. No legal liability on the part of the federal government for any payment may arise until funds are made available to the Tribe for this contract and until the Contractor receives notice of such availability, to be confirmed in writing by the Tribe.

Sovereign Immunity

Tlingit & Haida is a federally recognized Indian tribe and as such possesses sovereign immunity. Neither this Agreement nor any provision in this Agreement is intended to be, shall be deemed to be or may be construed as a waiver of the Tlingit & Haida's sovereign immunity. Nothing in this Agreement may be construed to constitute the agreement of Tlingit & Haida to suit in the courts of the State of Alaska.

Governing Law

The validity, interpretation and performance of this Agreement shall be governed by: first, the law of the Central Council of Tlingit and Haida Indian Tribes of Alaska, including traditional tribal law and tribal common law; second, federal law, including federal statutory and common law; and third, in the absence of applicable tribal and federal law, the laws of the State of Alaska, provided, however, that references to the laws of the State of Alaska shall not be construed as an admission or concession by Tlingit & Haida that the State of Alaska or any subdivision or agency thereof has authority to promulgate laws applicable to Tlingit & Haida.

Severability

Any provision or part of the Agreement held to be void or unenforceable under any laws or regulations shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon the parties, who agree that the Agreement shall be amended to replace the stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

Waiver

A party's non-enforcement of any provision shall not constitute a waiver of that provision, nor shall it affect the enforceability of that provision or of the remainder of this Agreement.

Integration

This Agreement represents the entire integrated agreement between Tlingit & Haida and the Proposer and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both the Tribe and the Proposer.

Tlingit & Haida Rights to Reserve or Cancel

Tlingit & Haida reserves the right to issue amendments to the RFP at any time.

Tlingit & Haida reserves the right to award no contract as a result of this RFP, or to award a contract for any portion of the proposal's intended work.

As a result of the selection of a vendor to supply products and/or services to Tlingit & Haida, Tlingit & Haida is neither endorsing nor suggesting that the vendor's product is the best or only solution. Vendor agrees to make no reference to Tlingit & Haida in any literature, promotional

material, brochures, sales presentations, or the like without express prior written consent of Tlingit & Haida.

Cost Proposal Form

The Proposer is required to prepare the Cost Proposal in a separate envelope from the rest of the RFP response, as indicated in RFP. The format shown attached hereunder is required in preparing the Cost Proposal please do not use any other format.

Cost Proposal in USD.

Description	Hourly Rate
1. Court Investigator	
Grand Total	

Kindly use this form only for pricing your Cost Proposal

General Notes:

1. Overtime is 1.5 of hourly rate
2. Overtime requires prior written approval
3. All travel is reimbursed at cost.
4. All travel will be reimbursed at the U.S. Federal Per Diem rate published for the city, state and year. (<https://www.gsa.gov/travel/plan-book/per-diem-rates>)
5. Professional hours billed for travel will only be for actual time travel.
6. All Reimbursements must receive prior approval before expending funds and will be reimbursed at cost.