



REQUEST FOR QUALIFICATIONS  
FOR ELECTION SUPERVISOR  
FOR THE  
**2010 OSAGE NATION ELECTIONS**

Osage Nation Election Board  
Sarah Oberly, Chair  
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## **I. General Project Description**

The Elections Supervisor for the Osage Nation 2010 Elections will act as a day-to-day operations manager general election, overseeing virtually every aspect thereof. Additionally, the Supervisor will employ and supervise election staff to assist in the execution of the Supervisor's assigned duties and responsibilities. When required, the Supervisor will report to the Osage Nation Election Board.

## **II. Background**

In September 2008, the Osage Nation Congress passed bill number ONCA 08-27, an Election Code requiring, among other things, the employment of an Elections Supervisor. This Supervisor is to perform a variety of operational duties during the elections season.

The Osage Nation consists of a three-branch representative form of government, loosely based on the American Federal model, which was established by a new constitution adopted by the tribe in 2006. Positions in both the executive and legislative branches are to be filled by election once every four years. At the same time, several members of the Osage judiciary are subject to retention votes on the same electoral cycle.

Because this is the first election since the new government was fully established and new election laws were passed, it is imperative that the elections be supervised by a qualified and capable party with experience and expertise in this field.

## **III. Scope of Services**

- A. General supervisory authority over elections of the Osage Nation
  - i. Serves at the pleasure of the Election Board and reports directly to them
  - ii. Authority to employ or contract for services of an Assistant Election Supervisor, and such other employees as necessary to perform the duties related to Osage Nation elections
  - iii. Must include a chief clerk
  - iv. Operation responsibilities of the Election Board, including but not limited to: supervision; defining job positions and responsibilities of the employees; preparing of the annual budget; preparation and filing of all reports; and the implementation of policy, findings and actions lawfully prescribed or determined by the Board
  
- B. Ballots and Petitions
  - i. Prepare, after consultation of Congress' Legal Services division, ballot titles and propositions summarizing proposed laws

- ii. Receive petitions calling for Special Elections, and petitions for constitutional amendments, recall petitions, initiative petitions, referendum petitions, and other petitions as described by the Osage Constitution
- iii. Undertake reasonable and prudent measures to determine the validity of signatures on any filed petition
  - 1. Verify signatures and claims of persons claiming to be qualified voters within thirty (30) days following the filing of the petition
- iv. Upon receipt of application for initiative, referendum, or constitutional amendment, determine whether the matter submitted is in conflict with the Osage Constitution. If certified, within 5 working days assign a number to the application, which shall appear on each copy thereof
- v. Certify applications for recall, upon approval by the Osage Nation Supreme Court
- vi. Publish in full proposed constitutional amendments, existing constitutional provisions which would be altered or abrogated thereby, and the question as it appears on the ballot and publish it according to Osage elections law
- vii. Draw lots for ordering of names on ballots
- viii. Prepare, or cause to be prepared, the official ballot for each election
- ix. Receive, with the Osage Police, the ballot lockbox from the Pawhuska post office

C. Absentee ballots: receive and process requests

- i. Establish rules for proper identification
- ii. Accept all applications for absentee voter status until twenty (20) days prior to election day
  - 1. Accept absentee ballots from those wishing to cast ballots in person, up to and including on election day
- iii. Maintain a printable absentee ballot on the Osage Nation website
- iv. Maintain records of all applications and delivered absentee ballots
- v. Supply envelopes (postage paid), absentee ballots, certificates to be signed by the absentee, and printed instructions to absentee voters regarding submission of their ballots
- vi. Obtain absentee ballots from the Pawhuska Post Office at 10am on election day, accompanied by Osage Police

D. Osage Nation Voter Registry

- i. Assist the Election Board in maintaining and updating a permanent record of all qualified voters in Osage elections
- ii. May add Osage members whose 18<sup>th</sup> birthday occurs less than 90 days before the election

- iii. Develop Privacy Program (application, approval, and notification process) to allow Osage voters to have their names omitted from published lists
- iv. Establish fees for services related to the provision of information from the Registry
- v. Mail an Election Notice to each qualified voter at his/her last known address
  - 1. Must also post Election Notice announcing all elections at least thirty (30) days prior at all voting places and “other convenient public places”

E. Candidate Minutiae

- i. Certify all candidates who are found to meet the requirements for candidacy, as determined by the Election Board
- ii. Post names of all candidates w/in 48 hours of end of filing
- iii. Post notice at polling place(s) in case a candidate dies after ballots are printed but prior to election

F. Election Results and Reporting

- i. Promulgate, as necessary, additional procedures to ensure prompt and accurate reporting of election results
- ii. Within ten days following the election, notify each candidate for which the vote was tied
- iii. Oversee drawing of winners for tied elections, pursuant to procedures outlined in Osage law (§5.4(D)(3))
- iv. Following the election, prepare a statement pertaining to the conduct of the election and certifying to the correct tabulation for each qualified candidate for election

G. Election Development

- i. Develop and implement, with Board approval, methods which offer absentees convenience and security and which taken advantage of proven technological developments designed to enhance participation in the voter process
- ii. Deliver to Congress, within one year of the end of elections, a report on the feasibility of electronic voting
- iii. In interim b/w elections, use cost-effective media to promote voter turnout among Osage citizens (to be adequately by the Congress)

H. Additional Duties, as provided by law: The responsibilities of the Election Supervisor are set forth in ONCA 08-27, as passed by the Osage Nation Congress. Further responsibilities may be provided by that law being duly amended by the Congress and signed into law by the Principal Chief.

#### **IV. General Terms & Conditions**

*Offerors are expected to familiarize themselves with the following General Terms & Conditions, which shall govern any Contract resulting from this RFQ process. Any changes or additions to the following shall be considered Special Terms, and shall be included in any resulting Contract.*

##### **Compensation:**

For the services satisfactorily rendered as set forth in the Scope of Services, the Contractor will be paid an amount and on a basis to be determined based on the cost proposal submitted and any negotiations conducted between the Contractor and the Nation.

Any cost incurred by the contractor to address the tasks and responsibilities identified in the Scope of Services which exceeds the contractually established fees is the responsibility of the contractor, unless compensation is authorized by the Principal Chief.

In no event shall this Contract exceed the agreed-upon amount, unless so authorized by the Principal Chief. This contract is funded by the FY2010 Election Board Budget.

**Term:** This contract shall be in effect beginning on the date of execution and shall end upon completion of the services listed in Part III, Scope of Services, unless otherwise agreed upon by the parties. The contract shall be renewable contingent upon continued appropriations by the Osage Nation Congress.

**Termination:** This Contract may be terminated by either party by thirty (30) day written notice, by such termination neither party may nullify obligations already incurred for performance or failure to perform prior to the date of termination. Should this Contract be terminated by the Nation, Contractor shall immediately deliver to the Nation all work products and final invoice with thirty (30) days after receipt of a written termination notice.

**Modification:** This Contract may be modified or amended by written agreement by both parties. A ten (10) day written notice shall be required by either party with adequate time for consultation for executing the above action.

**Status of the Contractor:** The Contractor is an independent contractor performing professional services to the Nation and is not an employee of the Nation. The Contractor shall not accrue leave, retirement, insurance, bonding, use tribal vehicles unless so authorized by the Nation, or accrue any other benefits afforded to tribal employees. As such, the Contractor is responsible for the payment for all income and social security taxes incurred under this contract. Further, Contractor is responsible for his own health, workman's compensation, and personal liability insurance.

**Qualifications of the Contractor:** The Contractor shall certify that he/she is qualified to perform the services as specified in compliance with all applicable tribal and federal laws, policies, practices and procedures.

**Assignment/Subcontract:** The Contractor shall not assign or transfer any interest in this Contract or assign any claims for money due under this Contract. The Contractor shall not sub-contract any portion of the services to be performed under this Contract unless the Nation has given permission in writing.

**Confidentiality:** The Contractor agrees as terms of this Contract to protect and preserve the confidentiality of all discussions, whether written or oral, with the Nation related to any work under this Contract.

**Indemnification:** The Contractor shall hold harmless and indemnify the Osage Nation and its Officers and Employees against losses, costs, damages, expenses, or other liabilities arising from performance of the Contractor's duties, to include injury to persons or to any property.

**Conflict of Interest:** The Contractor warrants that he/she has no interest presently and shall not acquire any interest, direct or indirect, which would conflict in any manner with the performance of the services required under this Contract.

**Work Products:** All products produced or created as a result of this Contract shall become the exclusive property of the Osage Nation.

**Severability of Terms:** Should any provision of this Contract be deemed invalid or unenforceable, that provision shall be deemed to be deleted from this Contract. All remaining provisions shall remain in full force and effect.

**Scope of Agreement:** This Contract incorporates all the agreements, covenants and understandings between the parties, including all terms and conditions of the RFP, any addenda, and all details of the proposal provided by the Contractor to the Osage Nation

**Applicable Law & Judicial Venue:** This Contract shall be performed within applicable guidelines, resolutions and ordinances of the Osage Nation. This Contract has been made and shall be governed by and construed according to the laws of the Osage Nation and applicable federal law. Judicial venue and jurisdiction shall be within the Osage Nation Trial Court.

**V. Schedule of Primary Events**

- A. November 30, 2009: Deadline for applications
- B. December 1, 2009: Award of contract
- C. March 15, 2010: Candidate filing begins
- D. June 7, 2010: Osage Nation General Elections

**VI. Format of Responses**

Offeror shall submit five (5) copies of each of the following documents to the Chair of the Election Board:

- (1) Statement of Qualifications, detailing prior experience with similar projects;
- (2) Minimum of three (3) references regarding past experience.
- (3) Cost estimate for the services delineated in the Scope of Services.

**Responses are due by 4:00pm on November 30, 2009.** The Election Board reserves the right to reject any and all submissions which do not comply with the terms of this RFQ. Responsiveness to these instructions will be considered indicative of the responsiveness of the offeror.

**VII. Inquiries and Supplemental Information**

Any inquiries regarding this request for qualification should be addressed, in writing, to the Chair of the Election Board.

Additional information may be found in the Osage Nation Election Code, which is located on the Osage Nation Congress' website. The full bill is listed as Number 08-27, under "Final Bills passed by Congress and signed by Chief Gray."

**VIII. Method of Award**

The Nation may engage in individual discussions with two or more offerors deemed fully qualified, responsible, and suitable on the basis of initial responses and with emphasis on professional competence, to provide the required services. Repetitive informal interviews are permissible.

Such offerors shall be encouraged to elaborate on their qualifications and expertise pertinent to the proposed project. Non-binding methods to be utilized in arriving at a price for services may also be discussed.

At the conclusion of discussions outlined in this paragraph, on the basis of evaluation factors published in the Request for Qualification and all information developed in the selection process to this point, the Nation may select, in the order of preference, two or more offerors whose professional qualifications and proposed services are deemed most meritorious. Negotiation may then be conducted, beginning with the offeror ranked first.

If a contract satisfactory and advantageous to the Nation can be negotiated at a price considered fair and reasonable, the award shall be made to that offeror. Otherwise, negotiation with the offeror ranked first shall be formally terminated and negotiation conducted with the offeror ranked second, and so on until such a contract can be negotiated at a fair and reasonable price. The contract will incorporate by reference all the requirements, terms and conditions of this RFQ except as may be amended through negotiation.

At any time during the negotiations, the Nation may terminate all negotiations and re-advertise the request.

#### **IX. Evaluation Criteria**

- A. The selection committee shall screen and rate all submissions, based on the following criteria:
  - i. Relevant Professional qualifications of the applicant
  - ii. Adequate and successful experience in completing similar or comparable projects consistent with program, budget, schedule and technical requirements
  - iii. Demonstrated capability of the applicant to perform the services indicated in a timely and high quality manner
  - iv. Verifiable history of applicant establishing effective working relationships with clients
- B. The highest rated applicant will enter into contract negotiations with the Osage Nation Election Board.
- C. This RFQ does not commit the Osage Nation to pay for any direct and/or indirect costs incurred in the preparation and presentation of a response. The Osage Nation reserves the right to accept or reject any proposal in part or in its entirety.