UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF COLUMBIA

ELOUISE PEPION COBELL, *et al.*,	)	
Plaintiffs,	)	Civil Action No. 96-1285 (RCL)
v.	)	
GALE A. NORTON, *et al.*,	)	
Defendants.	)	

DEFENDANTS' MOTION FOR EXPEDITED CLARIFICATION OR, IN THE ALTERNATIVE, MODIFICATION OF THE DECEMBER 23, 2002 ORDER

Defendants hereby move this Court to clarify, or, in the alternative, to modify, on an expedited basis, the Order entered in this matter on December 23, 2002 ("Order"). In support thereof, Defendants submit the following:

1. On December 23, 2002, this Court entered an Order that stated, in pertinent part, that

> during the pendency of the instant litigation, the parties to the litigation, their agents and officials, and their counsel shall not communicate, though the United States mail or any other mode of communication, with any class member in this litigation regarding this litigation or the claims involved therein, except as specifically permitted by order of this Court. This restriction includes, but is not limited to, any communications that affect the rights of class members to a full and accurate accounting of their Individual Indian Money trust accounts.

Order at 18-19.

2. On February 14, 2002, the Quapaw Tribe of Oklahoma (the "Tribe") filed a complaint ("Complaint") in the United States District Court for the Northern District of Oklahoma against the United States Department of the Interior ("Interior") seeking an order

requiring Interior to provide the Tribe with an accounting of the Tribe's trust assets, accounts, and funds (*Quapaw Tribe of Oklahoma v. Department of the Interior*, No. 02-CV-129-H(M) (N.D. Okla.)).

3. The Tribe and Interior subsequently engaged in extended settlement negotiations, which ultimately resulted in an executed Settlement Agreement, attached hereto as "Exhibit 1."

4. The Settlement Agreement provides for the award of a contract (the "OHTA Contract," attached as "Exhibit A" to the Settlement Agreement) by Interior's Office of Historical Trust Accounting ("OHTA") to Quapaw Information Systems, Inc. ("QIS" or the "Contractor"), a not-for-profit tribal enterprise, in which QIS will, in consultation with the Tribe, identify, select, and analyze documents, and prepare an analysis (the "Quapaw Analysis") of Interior's management of certain of the Tribe's tribal trust fund accounts and certain non-monetary land and natural resources assets held in trust on behalf of the Tribe and eight individual members of the Tribe (these eight individual members are hereinafter collectively referred to as the "Eight Individuals"). Settlement Agreement, Art. 1, ¶ 1.

5. Although an evaluation of Interior's management of certain non-monetary trust assets of the Eight Individuals will be a component of the Quapaw Analysis, the Settlement Agreement does not, in any way, resolve any claims that the Eight Individuals have asserted or may assert against the United States, including Interior. *See* Settlement Agreement, Art. 1, ¶¶ 4 & 5; *see generally* the entire Settlement Agreement.

6. In addition, "[t]he component of the Quapaw Analysis addressing Interior's management of certain non-monetary trust assets of the Eight Individuals shall not include an analysis of Interior's management of the Individual Indian Money ("IIM") accounts of either the

Eight Individuals or of any other individual member of an Indian tribe." Settlement Agreement, Art. 1, ¶ 1; *see also* OHTA Contract at 8, § C.1 c.

7. Further, the OHTA Contract makes clear that the Quapaw Analysis "will not, in any way, relate to or involve Interior's money management of IIM accounts." OHTA Contract at 8, § C.1 c. The OHTA Contract expressly states that the Contractor "shall not be provided access to documents or any other information involving or relating to IIM accounts[,] [n]or shall the Contractor contact or communicate, either directly or indirectly, with any holder of an IIM account concerning that individual's IIM account." *Id*.; *see also* OHTA Contract at 9-10, § C.1 d. (7) & (13); *id.* at 12, § C.1 g. (3)(d).

8. Defendants understand that QIS will not be able adequately to prepare the Quapaw Analysis without having occasional contacts with both the Tribe and the Eight Individuals that could touch on Interior's management of the Tribe's tribal trust fund accounts and Interior's management of certain non-monetary trust assets of both the Tribe and the Eight Individuals.

9. To ensure that the implementation of the OHTA Contract will not result in a violation of the Order, the Settlement Agreement expressly provides that it shall become null and void if this Court does not grant the instant Motion for Clarification. *See* Settlement Agreement, Art. 1, ¶ 8.

10. Accordingly, Defendants respectfully move this Court for clarification that performance of the tasks under the Settlement Agreement are permitted and would not be in violation of the Order. This is true because 1) the Settlement Agreement neither resolves nor requires a waiver of any claims involved in the *Cobell v. Norton* litigation or any other claim that a member of the *Cobell* Plaintiff class has asserted or may assert against the United States; 2) the

OHTA Contract does not involve an analysis of Interior's money management of IIM trust fund accounts; 3) the OHTA Contract contains express language prohibiting the Contractor from obtaining or using any documents or information relating to IIM trust fund accounts; and 4) the OHTA Contract expressly prohibits the Contractor from making any contacts or having communications with IIM trust fund account-holders about their IIM trust fund accounts.

11. In the alternative, if this Court determines that the Settlement Agreement does violate the Order, Defendants request that the Order be modified to permit the Tribe and Interior to carry out their Settlement Agreement.

12. Because either the Tribe or Interior may withdraw from the Settlement Agreement if this Court has not ruled on the instant Motion for Clarification by August 20, 2004, *see* Settlement Agreement, Art. 1, ¶ 8, Defendants respectfully request that Defendants' Motion for Clarification be considered on an expedited basis.

13. On Tuesday, July 20, 2004, counsel from the U.S. Department of Justice sent, via facsimile, a letter to Mr. Keith Harper, counsel for Plaintiffs, requesting his clients' position on Defendants' Motion for Clarification in time so that it could be filed by the end of that week. A draft of the instant Motion, with all accompanying exhibits, was attached to the letter. To date, Defendants have not received a response to Defendants' letter requesting Plaintiffs' position on the instant Motion for Clarification.

WHEREFORE, Defendants respectfully request that Defendants' Motion for Expedited Clarification or, in the Alternative, Modification of the December 23, 2002 Order be granted.

Respectfully submitted,

ROBERT D. McCALLUM
Associate Attorney General
PETER D. KEISLER
Assistant Attorney General
STUART E. SCHIFFER
Deputy Assistant Attorney General
J. CHRISTOPHER KOHN
Director

/s/Cynthia L. Alexander
SANDRA P. SPOONER
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Attorneys for Defendants

CERTIFICATE OF SERVICE

I hereby certify that, on July 23, 2004 the foregoing *Defendants' Motion for Expedited Clarification Or, in the Alternative, Modification of the December 23, 2002 Order* was served by Electronic Case Filing, and on the following who is not registered for Electronic Case Filing, by facsimile:

Earl Old Person (*Pro se*)
Blackfeet Tribe
P.O. Box 850
Browning, MT 59417
Fax (406) 338-7530

/s/ Kevin P. Kingston
Kevin P. Kingston

UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF COLUMBIA

ELOUISE PEPION COBELL, *et al.*,	)	
Plaintiffs,	)	Civil Action No. 96-1285 (RCL)
v.	)	
GALE A. NORTON, *et al.*,	)	
Defendants.	)	

ORDER

Before the Court is DEFENDANTS' MOTION FOR EXPEDITED CLARIFICATION, OR, IN THE ALTERNATIVE, MODIFICATION OF THE DECEMBER 23, 2002 ORDER ("MOTION FOR CLARIFICATION"), in which Defendants seek an order clarifying that the Settlement Agreement reached in the matter of *Quapaw Tribe of Oklahoma v. Department of the Interior*, No. 02-CV-129-H(M) (N.D. Okla.), and entered into between the Quapaw Tribe of Oklahoma ("Tribe") and the United States Department of the Interior ("Interior") (attached as "Exhibit 1" to the MOTION FOR CLARIFICATION), and the tasks to be performed thereunder, do not violate this Court's order of December 23, 2002 ("Order"), prohibiting Defendants from communicating "with any class member in this litigation regarding this litigation or the claims involved therein, except as specifically permitted by order of this Court." Order at 19. Upon consideration of Defendants' MOTION FOR CLARIFICATION, and the attachments thereto, it is hereby

ORDERED that DEFENDANTS' MOTION FOR EXPEDITED CLARIFICATION, OR, IN THE ALTERNATIVE, MODIFICATION OF THE DECEMBER 23, 2002 ORDER is

GRANTED.

IT IS FURTHER ORDERED that the December 23, 2002 Order previously entered in this matter permits the Tribe and Interior to carry out the terms of their Settlement Agreement.

SO ORDERED this __ day of _____, 2004.

_____
UNITED STATES DISTRICT COURT JUDGE

cc:

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1712 N Street, NW
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Elliott Levitas, Esq.
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Atlanta, GA 30309-4530

Earl Old Person (Pro se)
Blackfeet Tribe
P.O. Box 850
Browning, MT 59417
(406) 338-7530

EXHIBIT 1

EXHIBIT 1
Defendants' Motion For Expedited
Clarification Or, In the Alternative,
Modification of the December 23, 2002 Order

SETTLEMENT AGREEMENT BETWEEN

THE QUAPAW TRIBE OF OKLAHOMA (O-GAH-PAH),

and

THE UNITED STATES DEPARTMENT OF INTERIOR; GALE NORTON, SECRETARY OF THE INTERIOR; THE BUREAU OF INDIAN AFFAIRS; DAVID W. ANDERSON, ASSISTANT SECRETARY FOR INDIAN AFFAIRS; THE OFFICE OF THE SPECIAL TRUSTEE FOR AMERICAN INDIANS; ROSS O. SWIMMER, SPECIAL TRUSTEE FOR AMERICAN INDIANS; THE OFFICE OF TRUST FUNDS MANAGEMENT; CHARLENE TOLEDO, ACTING DIRECTOR OF THE OFFICE OF TRUST FUNDS MANAGEMENT; THE BUREAU OF LAND MANAGEMENT; KATHLEEN CLARKE, DIRECTOR OF THE BUREAU OF LAND MANAGEMENT; THE MINERALS MANAGEMENT SERVICE; and REJANE M. BURTON, DIRECTOR OF THE MINERALS MANAGEMENT SERVICE

The Quapaw Tribe of Oklahoma (O-Gah-Pah) (hereinafter referred to as the "Tribe") and the United States Department of the Interior ("Interior"); Gale Norton, Secretary of the Interior; the Bureau of Indian Affairs; David W. Anderson, Assistant Secretary for Indian Affairs; the Office of the Special Trustee for American Indians; Ross O. Swimmer, Special Trustee for American Indians; the Office of Trust Funds Management; Charlene Toledo, Acting Director of the Office of Trust Funds Management; the Bureau of Land Management; Kathleen Clarke, Director of the Bureau of Land Management; the Minerals Management Service; and Rejane M. Burton, Director of the Minerals Management Service (hereinafter collectively referred to as the "Defendants"), hereby agree as follows:

Recitations

WHEREAS, the Tribe filed a complaint in the United States District Court for the Northern District of Oklahoma (the "Court"), which is captioned and styled as *Quapaw Tribe of Oklahoma v. Department of the Interior, et al.*, No. 02-CV-129-H(M) (N.D. Okla.) (hereinafter the "Lawsuit"), in which it asserted claims for declaratory and other relief, including but not limited to claims for an accounting of its Tribal Trust Fund Accounts (the "TTFAs"), claims for an asset management history of Tribally-owned trust properties, and other similar relief;

WHEREAS, to prevent future conflict and litigation, the Tribe and Defendants (hereinafter individually referred to as a "Party," or collectively referred to as the "Parties") now desire to dispose of all claims raised in the Lawsuit by means of this Settlement Agreement (hereinafter referred to as the "Settlement Agreement"); and

WHEREAS, through this Settlement Agreement, the Defendants do not admit any allegation of fact or law set forth in the Lawsuit.

NOW THEREFORE, all Parties hereby stipulate and agree as follows:

Article I.

Settlement Terms

1. The Defendants, through the Office of Historical Trust Accounting (hereinafter "OHTA"), agree to enter into a contract (hereinafter referred to as the "OHTA Contract") with the Tribe, through Quapaw Information Systems, Inc., a not-for-profit tribal enterprise (hereinafter "QIS"), pursuant to which QIS, in consultation with the Tribe, shall identify, select, and analyze documents, and prepare an analysis (the "Quapaw Analysis"), of Interior's management of certain TTFAs and certain non-monetary land and natural resources assets held in trust on behalf of the Tribe and eight individual members of the Tribe (these eight individuals are hereinafter collectively referred to as the "Eight Individuals"). The component of the Quapaw Analysis addressing Interior's management of certain non-monetary trust assets of the Eight Individuals shall not include an analysis of Interior's management of the Individual Indian Money ("IIM") accounts of either the Eight Individuals or of any other individual member of an Indian tribe. The OHTA Contract to be entered into by the Parties is attached hereto as "Exhibit A," and is incorporated herein by reference as if fully set forth herein;

2. The Tribe agrees, within thirty (30) days of the award of the OHTA Contract, to provide to QIS, for purposes of carrying out the OHTA Contract, a copy of the collection of documents related to the non-monetary trust assets of the Tribe and the Eight Individuals, and to certain TTFAs, and Interior's management thereof, that the Tribe obtained either through the Tribe's own efforts or informally received from Interior in response to the Tribe's requests during the Lawsuit and during the negotiations leading up to the execution of this Settlement Agreement (the "Quapaw Collection");

3. The Defendants further agree to provide the Tribe with copies of all CDs of imaged documents and a copy of the Quapaw Analysis that the Contractor has delivered to OHTA pursuant to the OHTA Contract. The Parties agree, however, that such documents and the Quapaw Analysis shall be treated in accordance with the terms of the protective orders previously entered by the court in this Lawsuit, provided that those protective orders have been modified as requested by the Parties in their "Joint Motion for Modification of Protective Orders and Agreed Stipulation for Dismissal," and accompanying proposed "Order," attached hereto as "Exhibit B";

4. The Tribe agrees to waive any rights it has to obtain from the United States an accounting of any of its TTFAs and any of its other trust assets, and for an asset management history of its trust assets for all time periods up to and including the effective date of this Settlement Agreement (hereinafter referred to as the "Waiver"). The Parties further agree that, as of the date the Tribe receives a copy of the Quapaw Analysis, the Tribe shall be deemed to have been "furnished with an accounting of [the Tribe's TTFAs and any of its other trust assets] from which the [Tribe] can determine whether there has been a loss" within the meaning of Pub. L. No. 108-7 (2003), and the similar statutes passed each year since 1990. In further consideration for the terms and agreements provided herein, the Parties agree to execute and the Tribe agrees to file the "Joint Motion for Modification of Protective Orders and Agreed Stipulation for Dismissal," and accompanying proposed "Order" (*see* Exhibit B), which expressly seek the Court's dismissal of the Lawsuit; specifically, all claims in the Lawsuit for an accounting of the Tribe's TTFAs and any of its other trust assets, and all claims in the Lawsuit for an asset management history of the Tribe's trust assets, are to be dismissed with prejudice, and all remaining claims in the Lawsuit are to be dismissed without prejudice;

5. In agreeing to dismiss the Lawsuit as set forth above, the Tribe specifically reserves and does not release any claims it may have that are not included in the Waiver provided in Art. I, paragraph 4, above, including any claims for money damages arising from past events and transactions, whether or not specifically addressed in the Quapaw Analysis;

6. In agreeing to enter into the OHTA Contract, Defendants do not waive any defenses they may have in response to any claims that the Tribe may assert in the future;

7. Within three (3) business days after full execution of this Settlement Agreement, the United States shall file with Judge Lamberth, of the United States District Court for the District of Columbia in the pending matter of *Cobell v. Norton*, Civ. Action No. 96-2385(RCL) (D.D.C.) ("*Cobell*"), a Motion for Clarification or, in the Alternative, Modification of the December 23, 2002, Order ("Motion"), in which the United States shall seek an order from the *Cobell* court stating that this Settlement Agreement does not violate any of the orders entered in the *Cobell* matter. Within five (5) business days after receiving such an order from the *Cobell* court, the Tribe shall file with the Court the fully executed "Joint Motion for Modification of Protective Orders and Agreed Stipulation for Dismissal." Within twenty (20) business days following the Court's entry of a final dismissal of the Lawsuit in accordance with the proposed "Order," the Tribe, through QIS, and the Defendants, through OHTA, shall execute the OHTA Contract. Should any challenge by a third-party to the award of the OHTA Contract to QIS be pending on the 20th business day following the Court's entry of a final dismissal of the Lawsuit in accordance with the proposed "Order," the Tribe, through QIS, and the Defendants, through OHTA, shall execute the OHTA Contract as soon as is reasonably possible following final resolution of the third-party challenge;

8. If the *Cobell* court denies the Motion referred to in paragraph 7, above, or the Court does not dismiss the Lawsuit as provided in the proposed "Order" (*see* Exhibit B), or the OHTA Contract is not awarded to QIS, this Settlement Agreement shall become null and void. If the *Cobell* court has not ruled on the Motion referred to in paragraph 7, above, by August 20, 2004, either Party may withdraw from this Settlement Agreement without incurring any costs or other obligations by providing written notice to the other Party; and

9. The Tribe hereby withdraws its pending requests made pursuant to the federal Freedom of Information Act, 5 U.S.C. § 552, that are related to and that seek information to support the Tribe's requests for an accounting of its TTFAs and for any trust asset management history.

Article II.

ADR and Related Matters

1. Within sixty (60) days following full performance of the OHTA Contract, as determined by OHTA, or as agreed to by the Parties, the Parties shall meet and confer to plan a process for attempting to resolve, through alternative dispute resolution (hereinafter "ADR"), any claims for money damages that the Tribe asserts are supported by the Quapaw Analysis. The Parties shall use their best efforts to prepare for and engage in an ADR process within one hundred and twenty (120) days after their initial planning meeting;

2. Within one hundred and eighty (180) days after full performance of the OHTA Contract, as determined by OHTA, or within sixty (60) days after the conclusion of any ADR

process undertaken pursuant to paragraph 1 of Article II, above, whichever event occurs later in time, the Tribe shall return to Interior's designee the Quapaw Analysis and all non-public or Confidential Documents and Confidential Materials, as those terms are defined in the protective orders previously entered by the Court in the Lawsuit (Docket Nos. 22, 39, and 42), that were obtained during the litigation or pursuant to the OHTA Contract. In the alternative, as set forth in the proposed "Order" (*see* Exhibit B), the Parties may enter into a written agreement concerning the disposition of such non-public or Confidential Documents and Confidential Materials;

3. If either the Tribe or Defendants believe that any term contained in this Settlement Agreement has not been satisfied, such Party shall provide the other Party with a written notice of the dispute and a request for negotiations. The Parties shall meet and confer in order to attempt to resolve the dispute within thirty (30) days after the receipt of such written notice, or within such time thereafter as has been mutually agreed to by all Parties. Any dispute arising under the OHTA Contract shall be resolved pursuant to the dispute resolution mechanisms described therein. The Parties further agree to waive any right they may have to seek sanctions against each other or to seek contempt of court as an available remedy for any alleged violation of this Settlement Agreement.

Article III.

Sovereign Immunity

1. Nothing in this Settlement Agreement shall cause or be interpreted to cause a waiver, either express or implied, of the sovereign immunity of the Quapaw Tribe of Oklahoma (O-Gah-Pah) from suit or otherwise by any person or entity; and

2. Nothing in this Settlement Agreement shall cause or be interpreted to cause a waiver, either express or implied, of the sovereign immunity of the United States of America or of any of the Defendants from suit or otherwise by any person or entity.

Article IV.

General Provisions

1. This Settlement Agreement embodies the entire agreement of the Parties concerning settlement of the matters described herein;

2. Nothing in this Settlement Agreement shall constitute an admission of law or fact by any Party;

3. No provision of this Settlement Agreement shall be interpreted as or constitute a commitment or requirement that the Defendants obligate or pay funds in contravention of the Anti-Deficiency Act, 31 U.S.C. § 1341;

4. The Parties hereto shall bear their own costs and attorney fees incurred in this Lawsuit, including such costs and fees incurred during the litigation phase of the Lawsuit and in the negotiation and execution of this Settlement Agreement;

5. The Parties acknowledge that they were represented by counsel throughout all negotiations that preceded and culminated in the execution of this Settlement Agreement. Each

Party hereto further warrants that it has read this Settlement Agreement, has discussed it with its respective attorneys, and fully understands it. The Parties agree that the undersigned have the legal authority to sign this Settlement Agreement on their behalf;

6. Each Party agrees that the other Parties are in no way admitting liability for any claims against them alleged in the Lawsuit, but, rather, that all Parties are willingly and knowingly entering into this Settlement Agreement as a means of avoiding further litigation and to dispose of this Lawsuit;

7. The Tribe agrees to hold the United States harmless for the loss or destruction of any documents handled or processed by QIS during the course of performance of the OHTA Contract;

8. This Settlement Agreement may not be altered, amended, modified or otherwise changed except by a writing duly executed by all Parties hereto;

9. The headings contained in this Settlement Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of the Settlement Agreement; and

10. This Settlement Agreement may be executed in one or more original counterparts, each of which shall be considered an original for all purposes.

THIS SETTLEMENT AGREEMENT IS APPROVED AND SIGNED BY EACH PARTY OR DULY AUTHORIZED REPRESENTATIVES OF EACH PARTY, AS FOLLOWS:

Quapaw Tribe of Oklahoma (O-Gah-Pah)
By John L. Berrey, Chairman, Business Committee

July 15, 2004
Date

Stephen R. Ward, Esq.
Attorney for the Tribe

July 14, 2004
Date

Caroline M. Blanco

Caroline M. Blanco, Trial Attorney
John H. Martin, Trial Attorney
United States Department of Justice
Environment and Natural Resources Division
General Litigation Section

Attorneys for Defendants

7/22/04
Date

EXHIBIT A

EXHIBIT A to EXHIBIT 1
(Part 1 of 5)
Defendants' Motion For Expedited
Clarification Or, In the Alternative,
Modification of the December 23, 2002 Order

AWARD/CONTRACT	1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 350)	Rating	Page 1 of Pages 37
2. CONTRACT (Proc. Inst. Ident.) NO. NBCHC040085	3. EFFECTIVE DATE 07/01/2004	4. REQUISITION/PURCHASE REQUEST PROJECT NO.	

5. ISSUED BY CODE 00063	6. ADMINISTERED BY (If other than Item 5) CODE
DOI - NBC, Ft. Huachuca AZ P.O. Box 12924 ATTN: Betty Sebastian 520-533-8949 Fort Huachuca, AZ 85670-2924	

7. NAME AND ADDRESS OF CONTRACTOR (No., street, city, county, State and ZIP Code)	8. DELIVERY ☐ FOB Origin ☑ Other (See below)
QUAPAW INFORMATION SYSTEMS INC 406 S. BOULDER SUITE 250 TUSLA, OK 74103-0000	9. DISCOUNT FOR PROMPT PAYMENT 10 days % 20 days % 30 days % 7 days %
	10. SUBMIT INVOICES (4 Copies unless other - wise specified) To THE ADDRESS SHOWN IN: ITEM 12

CODE *	FACILITY CODE

11. SHIP TO/MARK FOR CODE	12. PAYMENT WILL BE MADE BY CODE D2777
No Shipping Information	Dept of the Interior - National Business Center Accounting Operations Branch 7301 W Mansfield Avenue Denver, CO 80235-2230

13. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION.	14. ACCOUNTING AND APPROPRIATION DATA
☐ 10 U.S.C. 2304(c) ( ) ☐ 41 U.S.C. 253(c) ( )	

15A. ITEM NO.	15B. SUPPLIES/SERVICES	15C. QUANTITY	15D. UNIT	15E. UNIT PRICE	15F. AMOUNT
	SEE LINE ITEM DETAIL				
			15G. TOTAL AMOUNT OF CONTRACT		3,250,000.00

16. TABLE OF CONTENTS

( )	SEC	DESCRIPTION	PAGE(S)	( )	SEC	DESCRIPTION	PAGE(S)
		PART I - THE SCHEDULE				PART II - CONTRACT CLAUSES	
	A	SOLICITATION CONTRACT FORM			I	CONTRACT CLAUSES	
	B	SUPPLIES OR SERVICES AND PRICES/COSTS				PART III - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACH.	
	C	DESCRIPTION/SPECS/WORK STATEMENT			J	LIST OF ATTACHMENTS	
	D	PACKAGING AND MARKING				PART IV - REPRESENTATIONS AND INSTRUCTIONS	
	E	INSPECTION AND ACCEPTANCE			K	REPRESENTATIONS, CERTIFICATIONS, AND OTHER STATEMENTS OF OFFERORS	
	F	DELIVERIES AND PERFORMANCE					
	G	CONTRACT ADMINISTRATION DATA			L	INSTRS., CONDS., AND NOTICES TO OFFERORS	
	H	SPECIAL CONTRACT REQUIREMENTS			M	EVALUATION FACTORS FOR AWARD	

CONTRACTING OFFICER WILL COMPLETE ITEM 17 OR 18 AS APPLICABLE

17 ☐ CONTRACTOR'S NEGOTIATED AGREEMENT (Contractor is required to sign this document and return _____ copies to issuing office) Contractor agrees to furnish and deliver all items or perform all the services set forth or otherwise identified above and on any continuation sheets for the consideration stated herein. The rights and obligations of the parties to this contract shall be subject to and governed by the following documents: (a) this award/contract, (b) the solicitation, if any, and (c) such provisions, representations, certifications, and specifications, as attached or incorporated by reference herein. (Attachments are listed herein.)	18. ☐ AWARD (Contractor is not required to sign this document.) Your offer on Solicitation Number _____ including the additions or changes made by you which additions or changes are set forth in full above, is hereby accepted as to the items listed above and on any continuation sheets. This award consummates the contract which consists of the following documents: (a) the Government's solicitation and your offer, and (b) this award/contract. No further contractual document is necessary.
19A. NAME AND TITLE OF SIGNER (Type or print)	20A. NAME OF CONTRACTING OFFICER Margaret E. Sebastian
19B. NAME OF CONTRACTOR By _____ (Signature of person authorized to sign)	19C. DATE SIGNED
20B. UNITED STATES OF AMERICA By _____ (Signature of Contracting Officer)	20C. DATE SIGNED

Total Funding: $0.00

FYs	Fund	Budget Org	Sub	Object Class	Sub	Program	Cost Org	Sub	Proj/Job No.	Sub	Reporting Category

Division | Closed FYs | Cancelled Fund

Line Item Number	Description	Delivery Date (Start Date to End Date)	Quantity	Unit of Issue	Unit Price	Total Cost (Includes Discounts)
0001	PHASE I - Technical Services		1.00	lot	$1,500,000.000	$ 1,500,000.00
		(07/01/2004 to 06/30/2005)				
	This Phase covers the following items to be completed by the Contractor: 1. Inventory of existing documents and image files in the Quapaw Collection. 2. Training staff. 3. Miscellaneous start-up costs. 4. Ensure consistency of format of electronic images from both the Quapaw Collection and the DOI Mining Collection. 5. Index electronic images from both the Quapaw Collection and the DOI Mining Collection. 6. Encode images from both the Quapaw Collection and the DOI Mining Collection. 7. All costs associated with performing the Analysis based on documents from both the Quapaw Collection and the DOI Mining Collection. 8. All costs associated with the review, collection, imaging, indexing, encoding, and analysis of any additional documents (not to exceed the ceiling on this Phase) that the Contractor determines are necessary to include in the Quapaw Analysis. 9. All costs associated with the preparation and delivery of the Document Collection Plan, if the Document Collection Plan is prepared. 10. All costs associated with the preparation of deliverables identified in Section F.2 related to Contract performance during Phase I.					
0002	PHASE II - Technical Services (Option I)		1.00	lot	$ 000	$ 0.00
	The Subclins below will be exercised if OHTA determines at the end of Phase I of the Contract, in accordance with the terms of this Contract, that additional information is needed to complete the Quapaw Analysis. The subclins will be issued in increments of $200,000 each, except for the final increment, which will be issued for $150,000, if exercised. These increments will be based on a fixed rate of $3.50 per page of each Relevant Document imaged and includes all activities, including travel, general and administrative expenses, and all other direct and indirect costs required to review, collect, index, and analyze any Relevant Documents required to complete the Quapaw Analysis. If the Contractor has not reached the dollar threshold for any of the subclins set forth below, the Contractor shall only be paid for the total number of pages of each Relevant Document actually imaged, multiplied by the fixed rate of $3.50 per such page. If Phase II is implemented, the subclins, as reached, will be issued in the increments set forth below.					
0002AA	Technical Services (1)		1.00	lot	$200,000.000	$ 200,000.00
0002AB	Technical Services (2)		1.00	lot	$200,000.000	$ 200,000.00

Line Item Summary	Document Number	Title	Page
	NBCHC040065	OHTA	3 of 37

Total Funding: $0.00

FYs	Fund	Budget Org	Sub	Object Class	Sub	Program	Cost Org	Sub	Proj/Job No.	Sub	Reporting Category

Division | Closed FYs | Cancelled Fund

Line Item Number	Description	Delivery Date (Start Date to End Date)	Quantity	Unit of Issue	Unit Price	Total Cost (Includes Discounts)
0002AC	Technical Services (3)		1.00	lot	$200,000.000	$ 200,000.00
0002AD	Technical Services (4)		1.00	lot	$200,000.000	$ 200,000.00
0002AE	Technical Services (5)		1.00	lot	$200,000.000	$ 200,000.00
0002AF	Technical Services (6)		1.00	lot	$200,000.000	$ 200,000.00
0002AG	Technical Services (7)		1.00	lot	$200,000.000	$ 200,000.00

EXHIBIT A to EXHIBIT 1
(Part 2 of 5)
Defendants' Motion For Expedited
Clarification Or, In the Alternative,
Modification of the December 23, 2002 Order

Total Funding: $0.00

FYs	Fund	Budget Org	Sub	Object Class	Sub	Program	Cost Org	Sub	Proj/Job No.	Sub	Reporting Category

Division | Closed FYs | Cancelled Fund

Line Item Number	Description	Delivery Date (Start Date to End Date)	Quantity	Unit of Issue	Unit Price	Total Cost (Includes Discounts)
0002AH	Technical Services (8)		1.00	lot	$200,000.000	$ 200,000.00
0002AI	Technical Services (9)		1.00	lot	$150,000.000	$ 150,000.00

Final funding increment, if required, to conduct all activities identified in Phase II of this Contract.

Total Cost: $3,250,000.00

. . . . . .

$0.00

Total Funding: $0.00

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SECTION B -- SUPPLIES OR SERVICES AND PRICES

B.1 TYPE OF CONTRACT

This is a one-year, Firm-Fixed-Price Contract (Contract). If Phase II proceeds, Contract payments shall be based only on the actual pages of Relevant Documents imaged at the stated price per page, up to a stated fixed maximum.

SECTION C -- DESCRIPTIONS AND SPECIFICATIONS

C.1 PERFORMANCE WORK STATEMENT

a. Background

The Office of Historical Trust Accounting ("OHTA"), an office within the Department of the Interior ("Interior"), was established pursuant to Secretarial Order No. 3231, on July 10, 2001, to plan for and direct the historical accounting of Individual Indian Money ("IIM") accounts. OHTA's responsibilities were subsequently expanded to include accounting for tribal trust accounts. OHTA's tribal accounting work is being defined separately, but will likely include litigation support in the form of document production, accounting, and analysis related to ongoing trust fund-related lawsuits filed by various tribes; providing logistical and analytical support to be used in negotiations with tribes; and conducting accountings of tribal trust fund accounts.

b. Settlement Agreement

This Contract arises out of the Settlement Agreement between the Quapaw Tribe of Oklahoma (O-GAH-PAH) ("Tribe") and Interior dated _____, 2004, in the matter of Quapaw Tribe of Oklahoma v. U.S. Department of the Interior, No. 02-CV-129-H(M) (N.D. Okla.) ("Settlement Agreement"). As part of this Settlement Agreement, Interior and the Tribe have agreed that OHTA will award a contract to Quapaw Information Systems, Inc. ("QIS"), a not-for-profit tribal enterprise ("Contractor"). The primary purpose of the Contract is for the Contractor, in consultation with the Tribe, to gather and analyze certain information concerning Interior's management of the Tribe's Tribal Trust Fund accounts and certain non-monetary Trust Assets located on selected Quapaw Indian trust lands. The United States Government ("Government") and the Contractor acknowledge that the Government does not, in any way, acquiesce in or limit its potential defenses to any conclusions reached by the Contractor in the Quapaw Analysis. Nor shall the Quapaw Analysis be deemed to be an accounting of the Tribe's Tribal Trust Fund accounts prepared or endorsed by Interior.

c. Overview of Objectives and Scope of Work

The Contract may involve two phases. In Phase I, the Contractor will digitally organize and perform an analysis on the documents in the Quapaw Collection and the DOI Mining Collection, and on any additional non-priviledged documents that the Contractor determines are necessary to collect for the purpose of preparing the Quapaw Analysis. The Contractor will then assess whether there is enough information to prepare the Quapaw Analysis, the primary deliverable under this Contract.

The Quapaw Analysis will be a report that reflects the Contractor's detailed evaluation of the extent to which it, in consultation with the Tribe, believes Interior's management of certain Tribal Trust Fund accounts and Trust Assets is consistent with the criteria defined in this Contract; any inconsistencies and resultant damages will be identified and described. It will not, in any way, relate to or involve Interior's money management of IIM accounts.

The Quapaw Analysis will be finalized in Phase I if sufficient information is acquired. If the Contractor determines that additional information is needed, the Contractor will prepare and deliver a Document Collection Plan at the end of Phase I. The Document Collection Plan will identify information gaps for which the Contractor believes there are Relevant Documents available to complete the Quapaw Analysis. OHTA will review the Document Collection Plan and determine whether additional information is needed to complete the Quapaw Analysis, thus warranting Phase II. In carrying out the Contract, the Contractor shall not be provided access to documents or any other information involving or relating to IIM accounts. Nor shall the Contractor contact or communicate, either directly or indirectly, with any holder of an IIM account concerning that individual's IIM account.

d. Definitions

The following definitions, as well as the other terms of this Contract, apply only for the purpose of carrying out this Contract and, do not in any way, constitute an admission or reflect any legal position of the United States.

(1) Accepted Practices - Applicable business practices and industry standards representing reasonable and ethical business behavior at the point in time a given decision was made or transaction was executed.

(2) Analysis Criteria - Principles against which Interior's management of the Tribe's Tribal Trust Fund accounts and certain Trust Assets will be measured for the purpose of completing the Quapaw Analysis. These principles will be presented by the Contractor and will be derived from then-current applicable regulations, statutes, and treaties, and other laws, policies, procedures, customs, and Accepted Practices, which may pertain to Interior's management activities.

(3) Data Entry - The extraction and encoding of transaction information into a structured record that can be reliably queried for analysis purposes in compliance, at a minimum, with OHTA's imaging, coding, and database requirements as further set forth below in Section C.1.g.(3)(f)(iii) and (iv).

(4) Document Collection Plan - A detailed written report that identifies information gaps that the Contractor believes must be filled to complete the Quapaw Analysis. These information gaps, however, are limited to the following; (i) problems and/or inconsistencies with the Tribal Reconciliation Project (TRP), (ii) specific, isolated problems associated with Interior's management of the Tribe's Tribal Trust Fund accounts for the time periods before and after the time period covered by the TRP; and (iii) Interior's management of two contract life-cycles (for example, one mining lease term plus one renewal of that lease) of each Trust Asset located on no more than 15 allotments selected by the Contractor and held in trust by the Government on behalf of the Tribe or one of the Eight Individuals. At least two (2) of the selected allotments must be owned by the Tribe. The Document Collection Plan shall also include a description of the Relevant Documents that the Contractor believes exist (the Document Collection Plan is further detailed in Section C.1.h. of this Contract).

(5) DOI Mining Collection - Documents collected by Interior that: (i) concern mining activity in Ottawa County, OK; (ii) contain non-privileged information; and (iii) are stored as electronic images on _____ CDs, together with one (1) additional CD containing a basic index that provides the type, date, and location of origin for each document in this Collection.

(6) Eight Individuals - The Eight Individuals, all of whom are members of the Tribe, are: Colleen Wilson Austin; Jean Anne Lambert; Edwina Busby; Reberta Hallam Kyser; Charlene Leading Fox Button; Florence Whitecrow Mathews; Ardina Revard Moore; and the Estate of Ed Rogers.

(7) Quapaw Analysis - The Contractor's written report, prepared in consultation with the Tribe, that: (i) includes a limited financial analysis of Interior's management of the Tribe's Tribal Trust Fund accounts, that addresses (a) any problems and/or inconsistencies with the results of the TRP applicable to the Tribe, (b) specific, isolated problems associated with Interior's management of the Tribe's Tribal Trust Fund accounts for the time periods before and after the time period covered by the TRP; and that (ii) historically reviews and evaluates the extent to which Interior's management of selected Trust Assets complied with the Analysis Criteria during relevant time periods. Any noted inconsistencies will be identified, described, and documented in the Quapaw Analysis. The Quapaw Analysis shall relate solely to Interior's actual management of selected Tribal Trust Fund accounts and Trust Assets, and shall not relate to or involve Interior's money management of IIM accounts. Nor shall the Quapaw Analysis address (i) potential consequential environmental damages associated with Interior's management of Trust Assets, and (ii) issues that were resolved either through a settlement or by a judicial or administrative forum, court, or tribunal.

(8) Quapaw Analysis Methodology Briefing - A detailed presentation to be provided during Phase I that describes the methodology and components of the Quapaw Analysis.

(9) Quapaw Collection - A collection of documents related to Trust Assets, the Tribe's Tribal Trust Fund accounts, and Interior's management thereof that the Tribe obtained either through the Tribe's own efforts or informally received by the Tribe from the Government in response to the Tribe's requests during the course of the litigation and settlement negotiations in the matter of Quapaw Tribe of Oklahoma v. U.S. Department of the Interior, No. 02-CV-129-H(M) (N.D. Okla.).

(10) Relevant Documents - Documents that fill the information gaps identified in the Document Collection Plan, which will be collected, processed, and analyzed by the Contractor in Phase II (if Phase II is approved by OHTA to go forward), and which are subject to review and approval by OHTA for fixed-rate payment.

(11) Tribal Reconciliation Project ("TRP") - An accounting project carried out by Interior under contract with Arthur Andersen that produced, in 1996, a financial record of the Tribe's Tribal Trust Fund accounts to the Tribe, together with an Agreed Upon Procedures Report describing the work performed and the results of the work. This project has also been known as the "Arthur Andersen Reconciliation Project".

(12) Tribal Trust Fund Accounts - All accounts of funds held in trust by the Government on behalf of the Tribe.

(13) Trust Assets - All non-monetary Quapaw Indian land and natural resources assets held in trust by the Government on behalf of the Tribe or one of the Eight Individuals. Expressly excluded from this definition of Trust Assets are IIM accounts.

e. Government Furnished Information and Responsibilities

Interior will provide the following materials to the Contractor to the extent they have not already been provided:

(1) DOI Mining Collection. The electronic images of the documents in this Collection will be provided on CDs with a basic index on CD that includes the type, date, and location or origin of the submitting office or agency of each document in this Collection. The index is provided for the reviewer's convenience and is designed to list the unique document identifier number with each document. Interior makes no warranties or representations regarding the accuracy of the document descriptions in the index. If there is any discrepancy between the index description and the actual document, the actual document controls.

(2) Earned Value Management (EVM). OHTA will provide the EVM format to the Contractor after the Contract starts.

(3) Interior Infrastructure Security Requirements. Interior and OHTA have established requirements and policies for computing systems storing trust-related information. OHTA will provide the requirements to the Contractor, including requirements for background investigations, site inspections for trust data security, and relevant training before the start of work.

(4) Standards and Specifications. OHTA will provide the Contractor with a copy of its imaging and coding specifications.

f. Phasing

Performance of this Contract may involve two phases, as follows:

(1) Phase I. Phase I is subject to a fixed maximum of $1,500,000.

(a) Key activities during Phase I include:

i. Approved pre-Contract activities, if any, in combination with all other Phase I activities, which shall not exceed $1,500,000, in accordance with Section H of this Contract;

ii. Planning and training;

iii The review, encoding, and analysis of the documents in the DOI Mining Collection and the Quapaw Collection; and

iv. The collection, processing, and analysis of such additional documents (such as those related to the TRP) that are necessary to determine the scope of the Quapaw Analysis, prepare and provide the Quapaw Analysis Methodology Briefing, and, if necessary, complete the Document Collection Plan.

(b) Determination of Sufficient Information by Contractor. Based on the Contractor's determination as to whether it has sufficient information to complete the Quapaw Analysis, culmination of Phase I involves the preparation and delivery of either:

i. If the Contractor determines that no additional information is needed, the Quapaw Analysis Methodology Briefing followed by the Quapaw Analysis Preliminary Factual Findings Report, Draft Quapaw Analysis, and Quapaw Analysis, or

ii. If the Contractor determines that additional information is needed, the Document Collection Plan and the Quapaw Analysis Methodology Briefing.

(c) Work Session. If the Document Collection Plan is prepared and delivered, the Contractor shall hold a work session with Interior personnel. At this work session, the Contractor will present the Quapaw Analysis Methodology

Briefing, and discuss the Document Collection Plan with Interior. They also will review the nature and extent of any identified information gaps.

(d) Determination of Sufficient Information by OHTA. If OHTA determines, in accordance with the criteria set forth in paragraph C.1.h.(2)(b), that additional information is not needed after its review of the Quapaw Analysis Methodology Briefing and the Document Collection Plan, OHTA will provide the Contractor with a brief written summary explanation of its reasons, and the Contractor shall complete the Quapaw Analysis (including the deliverables identified in Section F), and this Contract shall be deemed fully complete.

(2) Phase II. If OHTA determines, in accordance with paragraph C.1.f.(1)(d), that additional information is needed to complete the Quapaw Analysis, the Contractor may pursue Phase II of the Contract, subject to OHTA's approval of the Document Collection Plan. Phase II is a targeted effort directed toward the collection and processing of Relevant Documents. The culmination of Phase II is the preparation and delivery of the final Quapaw Analysis.

(a) Payments under Phase II, if carried out, will occur incrementally, subject to a fixed maximum of $1,750,000. The Contractor will be compensated during Phase II only at a fixed, all-inclusive rate of $3.50 for each page of a Relevant Document that is imaged, subject to this maximum price.

(b) Phase II is completed when the final version of the Quapaw Analysis is delivered by the Contractor.

(3) Period of Performance. Additional time and funding is not contemplated, nor should it be expected. However, in the Government's interest and with the mutual agreement of OHTA and the Contractor, the Contract may be modified to extend the period of performance in one (1) year increments, up to a total of three (3) years, subject to applicable contract laws, including, but not limited to, the Anti-Deficiency Act.

g. Project Operation and Approach

Planning Activities, Administrative Activities, Operational Activities, and Quality Assurance Activities are key components of the Contract. These components are described immediately below.

(1) Planning Activities. Initially, these will include the following:

(a) Refining the scope of Contract activities and deliverables;

(b) Developing or acquiring the software, tools, and equipment required to support project methods;

(c) Defining communication plans;

(d) Developing estimates and schedules for individual and consolidated tasks;

(e) Scheduling and coordinating document reviews and imaging with appropriate document custodians and Government officials; and

(f) Determining the Analysis Criteria.

Additional activities to be addressed during the Planning stage include strategies to identify the specific issues concerning the Tribe's Tribal Trust Fund accounts and Trust Assets to be examined, and the nature and format (including the presentation) of the Quapaw Analysis. Most planning activities will occur as information is gained through processing the DOI Mining Collection, the Quapaw Collection, and other documents during Phase I. As those documents are processed, any additional information and analysis, if needed, are expected to become apparent.

(2) Administrative Activities. These activities include Project Management, Process Design, Project Oversight, problem resolution and Contract performance review by the Steering Committee, and Issue Resolution.

(a) Project Management. This refers to the Contractor's overall operation and execution of the Contract by its Project Manager and includes, but is not limited to, estimating and planning activities, resource and schedule management, issue evaluation, preparation and submission of weekly reports, document handling, communications, and Contract

completion. This also includes the preparation and delivery of invoices by the Contractor's Project Manager in compliance with Section G.5 (Invoices) of this Contract.

(b) Process Design. This is the Contractor's definition, testing, deployment, monitoring, and adjustment of project procedures associated with each of the Operational Activities identified below.

(c) Project Oversight. This includes, but is not limited to, those activities carried out by the Contractor's Project Manager to ensure effective and efficient Contract performance.

(d) Steering Committee. After award of the Contract, a Steering Committee will be formed. The Steering Committee will be comprised of two senior Tribal and two senior OHTA representatives charged with addressing any issues that cannot be resolved solely by the Contractor's Project Manager and OHTA's Contracting Officer's Representative ("COR"). The Steering Committee will meet as necessary to review progress and address any issues that may impact Contract performance.

(e) Issue Resolution. The Contractor's Project Manager shall first work with the COR to address any issues that may arise during the Contract. Any issue that cannot be resolved by the Contractor's Project Manager together with the COR, shall then be referred to the Steering Committee for resolution. If the Steering Committee cannot resolve such issue, then the issue shall be referred to a dispute resolution professional, mutually agreed upon by the Contractor and OHTA, for development of a recommended resolution to be presented to Interior's Contracting Officer ("CO"). The CO will then make a final determination of any remaining unresolved issues. Any further dispute resolution shall be resolved in accordance with the Disputes clause of the Contract (see Section I of this Contract, FAR 52.233-1).

(3) Operational Activities. These include those activities necessary to ensure document Confidentiality and Access, and Personnel Security; activities at the repository site; and Document Collection and Processing. The preparation and approval of the Document Collection Plan and the Quapaw Analysis are considered operational, and are described separately in Paragraph h below.

(a) Confidentiality, Access, and Security. Certain documents reviewed, collected, processed, and analyzed under this Contract contain Privacy Act and other confidential data. Such documents are subject to strict protection and confidentiality requirements under Federal law, as referenced in the Confidentiality Statement provided to the Contractor by OHTA, and the Contractor shall ensure compliance thereof. The Contractor and its employees who work with documents will be required to provide evidence of security clearances (public trust review), submit to security screening as set forth in Interior's policy, and sign the Confidentiality Statement provided by OHTA. Security clearances, Privacy Act protections, limitations on the movement of documents, litigation, and other restrictions and demands may further affect access to documents and the availability of site space. In addition, some documents are more than 50 years old, in very fragile condition, and thus must be handled with appropriate care.

(b) Site Activities. In Phase I of the Contract, the Contractor shall, if necessary, conduct visits to various repositories to prepare for the review, collection, and imaging of any documents beyond the Quapaw Collection and the DOI Mining Collection that the Contractor deems necessary to either prepare the Quapaw Analysis or the Document Collection Plan. The Contractor shall then review, collect, image, encode, and analyze the documents, and prepare either the Quapaw Analysis or, if appropriate, the Document Collection Plan. If OHTA approves advancement of the Contract to Phase II, the Contractor shall conduct visits to various repositories to prepare for the review, collection, imaging, encoding, and analysis of any Relevant Documents needed to finalize the Quapaw Analysis.

(c) Monitoring. For document review and collection activities under Phases I and II, the Contractor shall provide to the COR a collection schedule, incorporated in the Weekly Status Report (as defined in Section F.2 of this Contract), that identifies the repositories to be visited and the information requested from each repository. The COR will also monitor and review the Contractor's performance at any location where work is being performed, identify any problems that may arise, and recommend solutions thereto that may affect the overall effort, time, or materials associated with completing document collection.

(d) Privilege Reviews. Notwithstanding any other provisions of this Contract, the Contractor shall not have any access to privileged documents. The Contractor shall not access or review any document until after Interior completes its privilege reviews. In addition, the Contractor shall not be provided access to documents or any other information involving or relating to IIM accounts. Interior will also screen for any such documents and information as part of its privilege review before the Contractor is allowed to have access to documents. Interior will, in good faith, endeavor to complete its privilege reviews on a timely basis and, in no event, will Interior hold the Contractor responsible for any time delays in performing the Contract where such delays are the sole result of Interior's delay in completing its privilege reviews.

(e) Preparation. For each anticipated visit to a repository, the Contractor shall identify documents to be reviewed at that location. To do so, the Contractor shall request document inventories for each such repository. Then, after documents are identified by the Contractor, Interior will conduct its privilege reviews and coordinate the review of any documents from the requested inventories. After the completion of any privilege review, a small Contractor team will be dispatched to assess, in consultation with OHTA, the site and facilities that may be available to support copying and/or scanning. The Contractor shall then identify the personnel, equipment, facilities, and resources necessary to capture electronic images. The Contractor shall create site-specific plans and procedures that will apply to the processing of documents. The Contractor also shall coordinate travel details with OHTA before visiting a site to copy and/or image documents.

(f) Document Collection and Processing

i. General. Document collection includes all activities required to identify and review documents, classify documents as to relevance, prepare documents for copying and imaging, and return documents to their original file and box location in their archival condition. Document processing includes a system for tracking document acquisition efforts by location and specific document sets (e.g., box numbers, accession numbers, etc.), including documents sought but not located; imaging, encoding, delivery of data to OHTA; and proper retention and disposition.

ii. Imaging. The imaging process shall result in the creation of electronic images of documents. Imaging may occur at a Government repository if on-site accommodations can be made for the Contractor. Where accommodations are not possible, the Contractor shall arrange for its own facilities to perform imaging tasks.

iii. Encoding. The encoding process is performed after images have been created. The encoding process involves Data Entry and shall include the creation of an index, data store, and other meta data. Such index, data store, and meta data shall contain the information required by the Standards and Specifications noted below. The Contractor also shall include specific information correlating allotments, type of Trust Asset, owner and beneficial interests, trust transactions, and contract lifecycles related to the Trust Assets to be analyzed in a format to be determined by the Contractor and reviewed by OHTA and OHTA's Accounting Reconciliation Tool (ART) administrator. The Contractor shall provide the meta data describing such format to OHTA. The encoding also shall capture information on the collection, investment, and disbursement activities concerning the Tribe's Trust Fund accounts.

iv. Standards and Specifications. The Contractor shall collect and process all documents in compliance with the following standards and specifications, as may be amended from time to time:

- All document collection and processing shall be governed by the research agreements, restrictions, standards, and other rules applicable to each document repository. No document shall be removed from any repository. After copying and/or imaging, all documents shall be returned promptly to their original box location and archival condition according to all applicable rules.

- Images shall be created in accordance with OHTA's imaging standards and specifications dated _____, which adopt National Archives and Records Administration's ("NARA") electronic image requirements and standards. Images shall be submitted in multi-tiff format.

- All images shall be encoded, at a minimum, in accordance with OHTA's coding specifications dated _____ and _____.

- The resulting indices, data store, and other meta data produced by the Contractor shall be structured to be compatible with OHTA's ART. The Contractor shall coordinate data requirements with the assistance of Booz Allen Hamilton, OHTA's ART administrator.

v. Order of Work. The Contractor's document processing work shall begin with the Quapaw Collection, to be followed by the DOI Mining Collection. This processing shall be performed at the Contractor's work site. The Contractor shall then identify and process additional documents deemed necessary for completion of the Quapaw Analysis. The Contractor also shall identify, collect, and process Relevant Documents in the event Phase II occurs.

vi. Delivery. The Contractor shall forward to OHTA on a rolling basis, as produced, CDs with all data for the index, data store, and other meta data, together with the accompanying electronic images of all documents collected and processed under this Contract.

vii. Retention of Data and Documents. The Contractor shall preserve and retain all documents, electronic images, and data received or created by the Contractor during the course of this Contract and shall return all such documents, electronic images, and data to OHTA within 180 days after full performance of this Contract, or unless OHTA and the Contractor otherwise agree to a Contract modification reflecting an alternative arrangement.

(4) Quality Assurance. The Contractor shall establish and maintain an ongoing quality control ("QC") program relating to this Contract, to include any already existing internal QC procedures to the extent those procedures are consistent with OHTA's requirements. These QC procedures must be in writing and provided to the COR for inspection. To meet QC requirements, the Contractor shall perform the following actions:

(a) Inventory Verification to ensure that all documents that are identified for review are ordered, retrieved, and returned to the repositories from which they were obtained in their original location and archival condition.

(b) Document Handling and Disposition Reviews to ensure that appropriate care is taken in document collection and processing.

(c) Image Quality, Classification, and Retention Reviews to ensure that image quality is sufficient for accurate encoding; that documents are properly classified for encoding and subsequent analysis; and that confidential documents and data are properly segregated, managed, and retained.

(d) Image Inventory Verification Reviews to ensure that all imaged and encoded documents have been received and are available for analysis.

(e) Data Consistency Checks to ensure that encoded data, records, and indices are consistent with the electronic images of documents.

(f) Analysis Reviews to ensure that analysis activities are consistent with the provisions for preparing the Quapaw Analysis (see Paragraph h below).

The COR will advise the Contractor of other applicable QC requirements over the life of the Contract.

h. Preparing the Document Collection Plan and the Quapaw Analysis

(1) Quapaw Analysis

(a) Expertise of Key Personnel. Preparation of the component of the Quapaw Analysis related to Interior's management of the Tribe's Tribal Trust Fund accounts shall be performed by a financial professional with the competence and qualifications required by the generally accepted Government auditing standards as currently defined by the U.S. General Accounting Office. Such professionals shall be selected and approved by the Contractor to identify information gaps, if any, related to the component of the Document Collection Plan addressing Interior's management of the Tribe's Tribal Trust Fund Accounts.

(b) Scope. In preparing and producing the Quapaw Analysis, the Contractor shall not evaluate the management of IIM deposits invested on behalf of and/or disbursed to the Eight Individuals or any other individual Indian. Nor shall the Contractor evaluate any potential consequential environmental damages, nor shall the Contractor re-evaluate Interior's management of the Tribe's Tribal Trust Fund accounts or the Trust Assets of the Tribe or of the Eight Individuals to the extent any claims regarding such management have been resolved legislatively or by a judicial or administrative forum, court, or tribunal.

(2) Document Collection Plan

(a) Purpose. The primary purpose of the Document Collection Plan is for the Contractor to identify information gaps, if any, that the Contractor believes must be addressed to complete the Quapaw Analysis. For any information gaps identified, the Contractor shall, in the Document Collection Plan, state whether Relevant Documents exist that will fill those information gaps, and, if so, where the likely location(s) of such relevant documents is/are. The Document Collection Plan also will be used as the basis for a collaborative working session between the Contractor, OHTA document experts and others, to discuss the existence and location of Relevant Documents. The Document Collection Plan shall also include detailed timetables and milestones for collecting Relevant Documents and for finalizing the Quapaw Analysis during Phase II, if OHTA approves advancement of the Contract to Phase II.

(b) OHTA Approval. Phase II of the Contract is conditioned upon OHTA approval of the Document Collection Plan. OHTA's review of the Document Collection Plan will consider various factors, including:

i. Overall performance by the Contractor during Phase I;

ii. Demonstrated need to acquire additional information to complete the Quapaw Analysis;

iii. The extent to which the Document Collection Plan supports the Quapaw Analysis Methodology Briefing; and

iv. The likelihood of success of gathering Relevant Documents.

i. Contract Completion

The Contract is completed when the Contractor and the COR certify that:

(1) All deliverables, as applicable, have been produced to the COR; and

(2) All document retention requirements under the terms of the Contract have been met.

If the Contractor believes there is sufficient information to complete the Quapaw Analysis at the conclusion of Phase I, however, the Contractor is exempt from providing the Document Collection Plan.

SECTION D -- PACKAGING AND MARKING

D.1 MARKING

Shipping documents, containers, correspondence and packages shall be marked with the following information: Contract Number and short title.

D.2 PACKAGING

All deliverables called for shall be packed and shipped in accordance with best commercial practices in a manner that shall ensure proper security and tracking and that shall afford adequate protection against physical and environmental deterioration and damage during shipment.

SECTION E -- INSPECTION AND ACCEPTANCE

E.1 52.252-02 CLAUSES INCORPORATED BY REFERENCE

This Contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es):

http://farsite.hill.af.mil/vffara.htm

Clause	Title	Date
52.246-04	Inspection Of Services- Fixed Price	August 1996

E.2 ACCEPTANCE OF SERVICES

Acceptance of services on this Contract shall be made by the COR, identified in Section G of this Contract.

SECTION F -- DELIVERIES OR PERFORMANCE

F.1 52.252-02 CLAUSES INCORPORATED BY REFERENCE

This Contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es):

http://farsite.hill.af.mil/vffara.htm

Clause	Title	Date
52.242-15	Stop-Work Order	August 1989

F.2 DELIVERABLES

The deliverables that the Contractor shall provide to OHTA include the following:

a. CDs of Documents Collected During Phase I. Delivery of CDs containing the electronic images, indices, and encoding together with all data store and other meta data of all documents collected during Phase I, including, but not limited to, the documents comprising the DOI Mining Collection, the Quapaw Collection, and all other documents collected from additional sources during Phase I. The Contractor shall provide OHTA with CDs of all images and data in accordance with the applicable Standards and Specifications. Delivery Date: During Phase I, on a rolling basis as produced, but not less than monthly.

b. Data Store. The Contractor shall provide the data store to OHTA in coordination with OHTA's data base contractor, currently Booz Allen Hamilton. Delivery Date: On a rolling basis, as produced, but not less than monthly.

c. Weekly Contract Status Reports. The Report shall summarize overall Contract progress and any recent changes since the last Report in Contract methods or procedures. Delivery Date: Weekly. The Report shall include, but not be limited to, the following information and items:

(1) Identification of documents requested for review, and the anticipated schedule for such review, to allow Interior to coordinate and schedule reviews (including privilege reviews) in advance of Contractor access to the documents;

(2) The schedule under which documents will be reviewed, collected, and processed;

(3) The locations where documents are being reviewed, collected, and processed;

(4) The Electronic Encoding and Quapaw Analysis Progress Reports, which shall communicate the document processing completed to date, including:

i. The type and number of documents selected for imaging;

ii. The type and number of documents imaged and number of images encoded;

iii. The type and number of documents analyzed;

(5) Any issues that may impact Contract performance and any upcoming Contract-related meetings.

d. Document Collection Plan. This report is prepared only if the Contractor concludes that additional information beyond that acquired in Phase I is needed. If prepared, this report is due at the conclusion of Phase I. Delivery Date: Conclusion of Phase I.

e. CDs of Documents Collected During Phase II. Delivery of CDs containing the electronic images, indices, and encoding together with all data store and other meta data of all documents, if any, collected during Phase II. The Contractor shall provide OHTA with CDs of all images and data in accordance with the applicable Standards and Specifications. Delivery Date: During Phase II, on a rolling basis as produced, but not less than monthly.

f. Monthly Earned-Value Management ("EVM") Reports. The Contractor shall provide EVM Reports that track the efficacy of the administration and operation of the work performed under the Contract to date. Delivery Date: Monthly.

g. Quapaw Analysis Methodology Briefing. The briefing will provide OHTA with an overview of the methods that shall be used to prepare the Quapaw Analysis, including a baseline of the Analysis Criteria and a description of the allotments and the Trust Assets identified for coverage. Delivery Date: As agreed to by the Contractor and OHTA, but between the completion of project planning and the end of Phase I.

h. Quapaw Analysis Preliminary Factual Findings Report. This report will explain, from the Contractor's perspective, in consultation with the Tribe, all factual findings upon which the Quapaw Analysis will be based. Delivery Date: Phase I, if there is no need for additional information, or Phase II, if additional information beyond that acquired in Phase I is needed.

i. Draft Quapaw Analysis. This written report will explain, from the Contractor's perspective, in consultation with the Tribe, all the factual findings as modified from the Preliminary Factual Findings Report, present the Analysis Criteria, and provide the Contractor's analysis/conclusions. Any comments on the draft Quapaw Analysis that OHTA elects to deliver to the Contractor must be reflected in the final Quapaw Analysis. Delivery Date: Within sixty (60) days after delivery of the Preliminary Factual Findings Report.

j. Quapaw Analysis. This is the final written product resulting from revisions made to the Draft Quapaw Analysis. Delivery Date: At the end of Phase I or Phase II, as appropriate.

k. Miscellaneous. OHTA shall be provided free access to all other working papers, data, or other analysis generated in connection with this Contract.

Interior may review and/or provide comments on the work to be completed under this Contract, including any review or comment on the draft or final Quapaw Analysis. Interior may review, at its own expense, Contract deliverables and other work after its completion through independent third-party verification or otherwise. Either Interior's decision to conduct or not to conduct such a review and/or provide comments shall not, in any way, operate to waive or estop any of the Government's legal rights or restrict any positions it may present in any future negotiations, proceedings, or fora.

F.3 DELIVERY LOCATION/ACCEPTANCE

The Contractor shall deliver to the designated COR and the CO all invoices, problem notification reports, request for Contract modifications, administrative correspondence, monthly status reports, and other requests.

F.4 NOTIFICATION REGARDING LATE DELIVERY

In the event the Contractor acquires difficulty in complying with any delivery dates, the Contractor shall notify the appropriate COR and the CO in writing, no less than five (5) working days prior to the scheduled delivery date. In the written notification, the Contractor shall identify pertinent details, including the date by which they expect to make delivery. This data shall be informational in nature and receipt thereof shall not be construed as a waiver by the Government of any schedule, rights, or remedy.

F.5 PERIOD OF PERFORMANCE

This is a one-year, Firm-Fixed-Price Contract. If Phase II proceeds, Contract payments shall be based only on the actual pages of Relevant Documents imaged at a stated price per page, up to the stated fixed maximum. Additional time and funding is not contemplated, nor should it be expected. However, in the Government's interest and with the mutual agreement of OHTA and the

Contractor, the Contract may be modified to extend the period of performance in one (1) year increments, up to a total of three (3) years, subject to contract laws, including, but not limited to, the Anti-Deficiency Act.

SECTION G -- CONTRACT ADMINISTRATION DATA

G.1 CONTRACTOR INFORMATION

The Contractor's office and address which will receive payment, supervise and administer the resulting Contract is:

Quapaw Information Systems, Incorporated
406 South Boulder, Suite 250
Tulsa, OK 74103

POC: Roger Grace
Phone: 918-599-0919
Fax: 918-599-0474
E-Mail: Roger.Grace@qtap.org

G.2 GOVERNMENT CONTRACT ADMINISTRATOR

Administration of this Contract shall be performed by:

Department of the Interior - National Business Center
Acquisition and Property Management Division
Post Office Box 12924
Fort Huachuca, AZ 85670-2924

Courier Address: Building 22208, Auger and Adair Streets
Second Floor
Fort Huachuca, AZ 85613

POC: Betty Sebastian
Phone: 520-533-8948
Fax: 520-533-1600
E-Mail: Betty_E_Sebastian@nbc.gov

G.3 CONTRACTING OFFICER'S REPRESENTATIVE

The Contracting Officer's Representative for this Contract is:

Ms. Jo Ann Lauterbach
Office of Historical Trust Accounting
U. S. Department of the Interior
1801 Pennsylvania Avenue, N. W.
Suite 500
Washington, DC 20006

Phone: 202-254-5501
Fax: 202-327-5375
E-mail: joann_lauterbach@ios.doi.gov

G.4 NOTICE OF INCORPORATION OF SECTION K

Section K will not be distributed with the Contract, however, it is incorporated in and forms a part of the resulting Contract as though furnished in full text herewith.

G.5 INVOICES

Invoices shall be submitted in accordance with the Prompt Payment Act. Progress payments are authorized for this effort. In accordance with FAR 52.232-16, Alternate I, progress payments will be provided based on actual costs. For purposes of this Contract, "actual costs" under Phase II, if Phase II proceeds, are deemed to be $3.50 per page of each Relevant Document imaged. Because the Contractor is a small business entity, it is allowed to submit invoices to the Government every 14 calendar days. This Contract will be established for 7-day (working days) payments.

The Contractor shall submit an original and two copies of the invoice to the COR (identified in Section G). Within five (5) working days of receipt, the COR shall certify invoices by accepting services received and shall forward the original and one copy to the payment office identified in Block 12 of the SF-26.

The documentation to support all invoice charges shall accompany all invoices. Documentation required shall include, as a minimum, labor categories, hours worked, location of personnel involved in the work, relevant travel summaries, copies of receipts or purchase orders, number of copies imaged and encoded, number of documents converted, and any other supporting documentation.

SECTION H -- SPECIAL CONTRACT REQUIREMENTS

H.1 KEY PERSONNEL

Certain skilled/experienced professional and/or technical personnel are essential for successful Contractor accomplishment of the work to be performed under this Contract. These are defined as "key personnel" and are those individuals filling the positions identified below:

Roger Grace, Project Manager
Richard Wilson, Consulting Geologist
Karole Overberg, Land and Natural Resource Management Consultant
Unidentified personnel, Financial Professional

The Contractor agrees key personnel shall not be removed from the Contract work or replaced without compliance with the following:

(a) If one or more of the key personnel for whatever reason becomes, or is expected to become, unavailable for work under this Contract for a continuous period exceeding 30-calendar days, or is expected to devote substantially less effort to the work than indicated in the proposal as initially anticipated, the Contractor shall promptly notify the Contract Administrator identified in Section G. Upon concurrence of the CO or his authorized representative, the Contractor shall promptly replace such personnel with personnel of at least substantially equal ability and qualifications.

(b) All requests for approval of substitutions hereunder must be in writing and provide a detailed explanation of the circumstances necessitating the proposed substitution(s). They must contain a complete resume for the proposed substitute and any other information requested by the CO or needed by him to approve or disapprove the proposed substitution. The CO or his authorized representative will evaluate such requests and promptly notify the Contractor of the approval or disapproval thereof, in writing.

H.2 SECURITY

The documents reviewed, collected, and analyzed under this Contract may contain Privacy Act and other confidential data. Such documents are subject to strict protection and confidentiality requirements, under Federal law, as referenced in the Confidentiality Statement provided to the Contractor by OHTA, and the Contractor shall ensure compliance thereof. The Contractor and its employees who work with documents will be required to provide evidence of current security clearances (public trust review), submit to security screening as set forth in Interior's policy, and sign the Confidentiality Statement provided by OHTA.

H.3 TRAVEL

This is a Firm-Fixed Price Contract which includes all travel requirements. Arrangements for travel are the total responsibility of the Contractor.

H.4 CONTRACT OVERSIGHT

The Contract is to be carried out by QIS, in collaboration with and under the oversight of OHTA. To assure the timeliness and reliability of Contract deliverables, the Contractor's Project Manager will work with the COR, and the Steering Committee, and the CO to address any issues that may affect the Contract schedule, work, or deliverables.

After award of the Contract, a Steering Committee will be formed. The Steering Committee will be comprised of two senior Tribal and two senior Interior representatives charged with addressing any issues that cannot be resolved solely by the Contractor's Project

Manager, and the COR. The Steering Committee will meet as necessary to review progress and address any technical issues that may jeopardize Contract objectives. Any issue that cannot be resolved by the Steering Committee will be elevated to a dispute resolution professional for recommended resolution. The CO shall then make a final determination of any remaining unresolved issues. Any further dispute resolution procedures will be in accordance with the standard dispute resolution procedures set forth in this Contract (See Section I of this Contract, FAR 52.233-01).

Any project issues arising from or impacting Federal staff or resources will be first addressed by the Contractor's Project Manager and the COR. The Steering Committee and the CO will be asked to address any issues that cannot be resolved by the Contractor's Project Manager and the COR.

H.5 LIMITATION OF COMPENSATION

In accordance with the Office of Federal Procurement Policy, executive compensation for all categories of executives under this Contract is limited to $405,273 annually.

H.6 LIAISON AND COORDINATION

The Contractor shall perform coordination with the agency requesting the work only as approved by the CO. It is further agreed and understood that any recommendation for a change to this Contract be reported to the CO prior to implementation.

H.7 PERMITS, TAXES, LICENSES, ORDINANCES AND REGULATIONS

The Contractor shall, at his own expense, obtain all necessary permits, give all notices, pay all license fees and taxes, comply with all Federal, State, Municipal, County and local Board of Health ordinances, rules and regulations applicable to the business carried on under this Contract, and will be responsible for all applicable State Sales and Use Taxes.

H.8 UNAUTHORIZED DISCLOSURE

The Contractor shall protect from unauthorized disclosure, any materials or information made available by the Government, or that the Contractor has access to by virtue of the provisions of this Contract, that are not intended for public disclosure. In the event that this Contract requires the Contractor to gain access to proprietary or sensitive information of Government agencies or organizations, the Contractor shall be required to execute written agreements with those agencies/organizations, to protect the information from unauthorized disclosure, and refrain from using it for any purpose other than for which it was furnished.

H.9 PRE-CONTRACT COSTS

Allowable costs under this Contract shall include such costs incurred by the Contractor in connection with the work covered by the Contract as would have been allowable pursuant to the terms of this Contract, if this Contract had been in effect during said period. Invoices for pre-Contract costs must be justified by supporting documentation.

H.10 GOVERNMENT FURNISHED INFORMATION

At the start of the Contract, to the extent they have not already been provided, Interior shall provide to the Contractor:

*DOI Mining Collection.

*Earned Value Management (EVM) Reports.

*Interior Infrastructure Security Requirements.

*Standards and Specifications for imaging and coding documents.

*ART Requirements.

H.11 LIABILITY LIMITATIONS

The definition and terms used in this Contract apply only for the purpose of carrying out this Contract and, do not in any way, constitute an admission or reflect any official legal position of the United States.

Interior's failure or decision to review or comment on the work to be completed under this Contract, including the draft or final Quapaw Analysis, shall not in any way operate to waive any of the Government' legal rights or restrict any positions it may present in any future negotiations, proceedings, or forums.

H.12 LIMITATION OF GOVERNMENT LIABILITY

a. In performing Phase I of this Contract, the Contractor is not authorized to make expenditures or incur obligations exceeding $1,500,000. In performing Phase II of this Contract, if authorized, the Contractor shall not make expenditures or incur obligations exceeding $1,750,000.

b. The maximum amount for which the Government shall be liable if this Contract is terminated in Phase I of this Contract is $1,500,000. The maximum amount for which the Government shall be liable if this Contract is terminated in Phase II of this Contract is a total of $3,250,000.

SECTION I -- CONTRACT CLAUSES

I.1 52.252-02 CLAUSES INCORPORATED BY REFERENCE

This Contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es):

http://farsite.hill.af.mil/vffara.htm

Clause	Title	Date
52.202-01	Definitions	December 2001
52.203-03	Gratuities	April 1984
52.203-06	Restrictions On Subcontractor Sales To The Government	July 1995
52.203-07	Anti-Kickback Procedures	July 1995
52.203-08	Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity	January 1997
52.203-10	Price Or Fee Adjustment For Illegal Or Improper Activity	January 1997
52.203-12	Limitation On Payments To Influence Certain Federal Transactions	June 2003
52.204-04	Printed or Copied Double-Sided on Recycled Paper.	August 2000
52.204-07	Central Contractor Registration	October 2003
52.209-06	Protecting the Government's Interest When Subcontracting With Contractors Debarred, Suspended, or Proposed for Debarment	July 1995
52.215-02	Audit and Records--Negotiation	June 1999
52.215-08	Order of Precedence--Uniform Contract Format	October 1997
52.215-14 Alt I	Integrity of Unit Prices (Oct 1997) - Alternate I	October 1997
52.222-03	Convict Labor	June 2003
52.222-21	Prohibition of Segregated Facilities	February 1999
52.222-26	Equal Opportunity	April 2002
52.222-35	Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans	December 2001
52.222-36	Affirmative Action For Workers with Disabilities	June 1998
52.222-37	Employment Reports on Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans	December 2001
52.223-06	Drug Free Workplace	May 2001
52.224-01	Privacy Act Notification	April 1984
52.224-02	Privacy Act	April 1984
52.225-01	Buy American Act - Supplies	June 2003
52.225-13	Restrictions on Certain Foreign Purchases	December 2003
52.227-14	Rights in Data--General	June 1987
52.229-04	Federal, State And Local Taxes (State and Local Adjustments)	April 2003
52.232-01	Payments	April 1984
52.232-17	Interest	June 1996
52.232-19	Availability Of Funds For The Next Fiscal Year	April 1984
52.232-23	Assignment Of Claims	January 1986
52.232-25	Prompt Payment	October 2003
52.232-33	Payment by Electronic Funds Transfer-Central Contractor Registration	October 2003
52.233-01	Disputes	July 2002
52.239-01	Privacy or Security Safeguards	August 1996
52.242-13	Bankruptcy	July 1995

52.243-01 Alt III	Changes--Fixed Price (Aug 1987) - Alternate III	April 1984
52.244-05	Competition In Subcontracting	December 1996
52.244-06	Subcontracts for Commercial Items	April 2003
52.246-25	Limitation Of Liability--Services	February 1997
52.249-02	Termination for Convenience of the Government (Fixed-Price)	May 2004
52.249-08	Default (Fixed-Price Supply and Service)	April 1984
52.253-01	Computer Generated Forms	January 1991

I.2 52.252-02 CLAUSES INCORPORATED BY REFERENCE FEBRUARY 1998

This Contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es):

http://farsite.hill.af.mil/vffara.htm

I.3 52.215-19 NOTIFICATION OF OWNERSHIP CHANGES OCTOBER 1997

(a) The Contractor shall make the following notifications in writing:

(1) When the Contractor becomes aware that a change in its ownership has occurred, or is certain to occur, that could result in changes in the valuation of its capitalized assets in the accounting records, the Contractor shall notify the Administrative Contracting Officer (ACO) within 30 days.

(2) The Contractor shall also notify the ACO within 30 days whenever changes to asset valuations or any other cost changes have occurred or are certain to occur as a result of a change in ownership.

(b) The Contractor shall--

(1) Maintain current, accurate, and complete inventory records of assets and their costs;

(2) Provide the ACO or designated representative ready access to the records upon request;

(3) Ensure that all individual and grouped assets, their capitalized values, accumulated depreciation or amortization, and remaining useful lives are identified accurately before and after each of the Contractor's ownership changes; and

(4) Retain and continue to maintain depreciation and amortization schedules based on the asset records maintained before each Contractor ownership change.

(c) The Contractor shall include the substance of this clause in all subcontracts under this Contract that meet the applicability requirement of FAR 15.408(k).

I.4 52.217-09 OPTION TO EXTEND THE TERM OF THE CONTRACT MARCH 2000

(a) The Government may extend the term of this Contract by written notice to the Contractor within 1-day; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 30-daysbefore the Contract expires. The preliminary notice does not commit the Government to an extension.

(b) If the Government exercises this option, the extended Contract shall be considered to include this option clause.

(c) The total duration of this Contract, including the exercise of any options under this clause, shall not exceed 36 months.

(End of clause)

I.5 52.232-16 ALT I PROGRESS PAYMENTS (APR 2003) - ALTERNATE I MARCH 2000

The Government will make progress payments to the Contractor when requested as work progresses, but not more frequently than monthly, in amounts of $2,500 or more approved by the Contracting Officer, under the following conditions:

(a) Computation of amounts. (1) Unless the Contractor requests a smaller amount, the Government will compute each progress payment as 85 percent of the Contractor's total costs incurred under this Contract whether or not actually paid, plus financing payments to subcontractors (see paragraph (j) of this clause), less the sum of all previous progress payments made by the Government under this Contract. The Contracting Officer will consider cost of money that would be allowable under FAR 31.205-10 as an incurred cost for progress payment purposes.

(2) The amount of financing and other payments for supplies and services purchased directly for the Contract are limited to the amounts that have been paid by cash, check, or other forms of payment, or that are determined due and will be paid to subcontractors--

(i) In accordance with the terms and conditions of a subcontract or invoice; and

(ii) Ordinarily within 30 days of the submission of the Contractor's payment request to the Government.

(3) The Government will exclude accrued costs of Contractor contributions under employee pension plans until actually paid unless--

(i) The Contractor's practice is to make contributions to the retirement fund quarterly or more frequently; and

(ii) The contribution does not remain unpaid 30 days after the end of the applicable quarter or shorter payment period (any contribution remaining unpaid shall be excluded from the Contractor's total costs for progress payments until paid).

(4) The Contractor shall not include the following in total costs for progress payment purposes in paragraph (a)(1) of this clause:

(i) Costs that are not reasonable, allocable to this Contract, and consistent with sound and generally accepted accounting principles and practices.

(ii) Costs incurred by subcontractors or suppliers.

(iii) Costs ordinarily capitalized and subject to depreciation or amortization except for the properly depreciated or amortized portion of such costs.

(iv) Payments made or amounts payable to subcontractors or suppliers, except for--

(A) Completed work, including partial deliveries, to which the Contractor has acquired title; and

(B) Work under cost-reimbursement or time-and-material subcontracts to which the Contractor has acquired title.

(5) The amount of unliquidated progress payments may exceed neither (i) the progress payments made against incomplete work (including allowable unliquidated progress payments to subcontractors) nor (ii) the value, for progress payment purposes, of the incomplete work. Incomplete work shall be considered to be the supplies and services required by this Contract, for which delivery and invoicing by the Contractor and acceptance by the Government are incomplete.

(6) The total amount of progress payments shall not exceed 85 percent of the total Contract price.

(7) If a progress payment or the unliquidated progress payments exceed the amounts permitted by subparagraphs (a)(4) or (a)(5) above, the Contractor shall repay the amount of such excess to the Government on demand.

(8) Notwithstanding any other terms of the Contract, the Contractor agrees not to request progress payments in dollar amounts of less than $2,500. The Contracting Officer may make exceptions.

(b) Liquidation. Except as provided in the Termination for Convenience of the Government clause, all progress payments shall be liquidated by deducting from any payment under this Contract, other than advance or progress payments, the unliquidated progress payments, or 85 percent of the amount invoiced, whichever is less. The Contractor shall repay to the Government any amounts required by a retroactive price reduction, after computing liquidations and payments on past invoices at the reduced prices and adjusting the unliquidated progress payments accordingly. The Government reserves the right to unilaterally change from the ordinary liquidation rate to an alternate rate when deemed appropriate for proper contract financing.

(c) Reduction or suspension. The Contracting Officer may reduce or suspend progress payments, increase the rate of liquidation, or take a combination of these actions, after finding on substantial evidence any of the following conditions:

(1) The Contractor failed to comply with any material requirement of this Contract (which includes paragraphs (f) and (g) below).

(2) Performance of this Contract is endangered by the Contractor's--

(i) Failure to make progress; or

(ii) Unsatisfactory financial condition.

(3) Inventory allocated to this Contract substantially exceeds reasonable requirements.

(4) The Contractor is delinquent in payment of the costs of performing this Contract in the ordinary course of business.

(5) The unliquidated progress payments exceed the fair value of the work accomplished on the undelivered portion of this Contract.

(6) The Contractor is realizing less profit than that reflected in the establishment of any alternate liquidation rate in paragraph (b) above, and that rate is less than the progress payment rate stated in subparagraph (a)(1) above.

(d) Title. (1) Title to the property described in this paragraph (d) shall vest in the Government. Vestiture shall be immediately upon the date of this Contract, for property acquired or produced before that date. Otherwise, vestiture shall occur when the property is or should have been allocable or properly chargeable to this Contract.

(2) "Property," as used in this clause, includes all of the below-described items acquired or produced by the Contractor that are or should be allocable or properly chargeable to this Contract under sound and generally accepted accounting principles and practices.

(i) Parts, materials, inventories, and work in process;

(ii) Special tooling and special test equipment to which the Government is to acquire title under any other clause of this Contract;

(iii) Nondurable (i.e., noncapital) tools, jigs, dies, fixtures, molds, patterns, taps, gauges, test equipment, and other similar manufacturing aids, title to which would not be obtained as special tooling under subparagraph (ii) above; and

(iv) Drawings and technical data, to the extent the Contractor or subcontractors are required to deliver them to the Government by other clauses of this Contract.

(3) Although title to property is in the Government under this clause, other applicable clauses of this Contract; e.g., the termination or special tooling clauses, shall determine the handling and disposition of the property.

(4) The Contractor may sell any scrap resulting from production under this Contract without requesting the Contracting Officer's approval, but the proceeds shall be credited against the costs of performance.

(5) To acquire for its own use or dispose of property to which title is vested in the Government under this clause, the Contractor must obtain the Contracting Officer's advance approval of the action and the terms. The Contractor shall (i) exclude the allocable costs of

the property from the costs of Contract performance, and (ii) repay to the Government any amount of unliquidated progress payments allocable to the property. Repayment may be by cash or credit memorandum.

(6) When the Contractor completes all of the obligations under this Contract, including liquidation of all progress payments, title shall vest in the Contractor for all property (or the proceeds thereof) not--

(i) Delivered to, and accepted by, the Government under this Contract; or

(ii) Incorporated in supplies delivered to, and accepted by, the Government under this Contract and to which title is vested in the Government under this clause.

(7) The terms of this Contract concerning liability for Government-furnished property shall not apply to property to which the Government acquired title solely under this clause.

(e) Risk of loss. Before delivery to and acceptance by the Government, the Contractor shall bear the risk of loss for property, the title to which vests in the Government under this clause, except to the extent the Government expressly assumes the risk. The Contractor shall repay the Government an amount equal to the unliquidated progress payments that are based on costs allocable to property that is damaged, lost, stolen, or destroyed.

(f) Control of costs and property. The Contractor shall maintain an accounting system and controls adequate for the proper administration of this clause.

(g) Reports and access to records. The Contractor shall promptly furnish reports, certificates, financial statements, and other pertinent information reasonably requested by the Contracting Officer for the administration of this clause. Also, the Contractor shall give the Government reasonable opportunity to examine and verify the Contractor's books, records, and accounts.

(h) Special terms regarding default. If this Contract is terminated under the Default clause, (i) the Contractor shall, on demand, repay to the Government the amount of unliquidated progress payments and (ii) title shall vest in the Contractor, on full liquidation of progress payments, for all property for which the Government elects not to require delivery under the Default clause. The Government shall be liable for no payment except as provided by the Default clause.

(i) Reservations of rights. (1) No payment or vesting of title under this clause shall--

(i) Excuse the Contractor from performance of obligations under this Contract; or

(ii) Constitute a waiver of any of the rights or remedies of the parties under the Contract.

(2) The Government's rights and remedies under this clause--

(i) Shall not be exclusive but rather shall be in addition to any other rights and remedies provided by law or this Contract; and

(ii) Shall not be affected by delayed, partial, or omitted exercise of any right, remedy, power, or privilege, nor shall such exercise or any single exercise preclude or impair any further exercise under this clause or the exercise of any other right, power, or privilege of the Government.

(j) Financing payments to subcontractors. The financing payments to subcontractors mentioned in paragraphs (a)(1) and (a)(2) of this clause shall be all financing payments to subcontractors or divisions, if the following conditions are met:

(1) The amounts included are limited to--

(i) The unliquidated remainder of financing payments made; plus

(ii) Any unpaid subcontractor requests for financing payments.

(2) The subcontract or interdivisional order is expected to involve a minimum of approximately 6 months between the beginning of work and the first delivery; or, if the subcontractor is a small business concern, 4 months.

(3) If the financing payments are in the form of progress payments, the terms of the subcontract or interdivisional order concerning progress payments--

(i) Are substantially similar to the terms of this clause for any subcontractor that is a large business concern, or this clause with its Alternate I for any subcontractor that is a small business concern;

(ii) Are at least as favorable to the Government as the terms of this clause;

(iii) Are not more favorable to the subcontractor or division than the terms of this clause are to the Contractor;

(iv) Are in conformance with the requirements of FAR 32.504(e); and

(v) Subordinate all subcontractor rights concerning property to which the Government has title under the subcontract to the Government's right to require delivery of the property to the Government if--

(A) The Contractor defaults; or

(B) The subcontractor becomes bankrupt or insolvent.

(4) If the financing payments are in the form of performance-based payments, the terms of the subcontract or interdivisional order concerning payments--

(i) Are substantially similar to the Performance-Based Payments clause at FAR 52.232-32 and meet the criteria for, and definition of, performance-based payments in FAR Part 32;

(ii) Are in conformance with the requirements of FAR 32.504(f); and

(iii) Subordinate all subcontractor rights concerning property to which the Government has title under the subcontract to the Government's right to require delivery of the property to the Government if--

(A) The Contractor defaults; or

(B) The subcontractor becomes bankrupt or insolvent.

(5) If the financing payments are in the form of commercial item financing payments, the terms of the subcontract or interdivisional order concerning payments--

(i) Are constructed in accordance with FAR 32.206(c) and included in a subcontract for a commercial item purchase that meets the definition and standards for acquisition of commercial items in FAR Parts 2 and 12;

(ii) Are in conformance with the requirements of FAR 32.504(g); and

(iii) Subordinate all subcontractor rights concerning property to which the Government has title under the subcontract to the Government's right to require delivery of the property to the Government if--

(A) The Contractor defaults; or

(B) The subcontractor becomes bankrupt or insolvent.

(6) If financing is in the form of progress payments, the progress payment rate in the subcontract is the customary rate used by the contracting agency, depending on whether the subcontractor is or is not a small business concern.

(7) Concerning any proceeds received by the Government for property to which title has vested in the Government under the subcontract terms, the parties agree that the proceeds shall be applied to reducing any unliquidated financing payments by the Government to the Contractor under this Contract.

(8) If no unliquidated financing payments to the Contractor remain, but there are unliquidated financing payments that the Contractor has made to any subcontractor, the Contractor shall be subrogated to all the rights the Government obtained through the terms required by this clause to be in any subcontract, as if all such rights had been assigned and transferred to the Contractor.

(9) To facilitate small business participation in subcontracting under this Contract, the Contractor shall provide financing payments to small business concerns, in conformity with the standards for customary contract financing payments stated in FAR 32.113. The Contractor shall not consider the need for such financing payments as a handicap or adverse factor in the award of subcontracts.

(k) Limitations on undefinitized Contract actions. Notwithstanding any other progress payment provisions in this Contract, progress payments may not exceed 80 percent of costs incurred on work accomplished under undefinitized contract actions. A "contract action" is any action resulting in a contract, as defined in Subpart 2.1, including contract modifications for additional supplies or services, but not including contract modifications that are within the scope and under the terms of the Contract, such as contract modifications issued pursuant to the Changes clause, or funding and other administrative changes. This limitation shall apply to the costs incurred, as computed in accordance with paragraph (a) of this clause, and shall remain in effect until the contract action is definitized. Costs incurred which are subject to this limitation shall be segregated on Contractor progress payment requests and invoices from those costs eligible for higher progress payment rates. For purposes of progress payment liquidation, as described in paragraph (b) of this clause, progress payments for undefinitized contract actions shall be liquidated at 80 percent of the amount invoiced for work performed under the undefinitized contract action as long as the contract action remains undefinitized. The amount of unliquidated progress payments for undefinitized contract actions shall not exceed 80 percent of the maximum liability of the Government under the undefinitized contract action or such lower limit specified elsewhere in the contract. Separate limits may be specified for separate actions.

(l) Due date. The designated payment office will make progress payments on the ___7th___ day after the designated billing office receives a proper progress payment request. In the event that the Government requires an audit or other review of a specific progress payment request to ensure compliance with the terms and conditions of the Contract, the designated payment office is not compelled to make payment by the specified due date. Progress payments are considered contract financing and are not subject to the interest penalty provisions of the Prompt Payment Act.

(m) Progress payments under indefinite-delivery contracts. The Contractor shall account for and submit progress payment requests under individual orders as if the order constituted a separate contract, unless otherwise specified in this Contract.

(End of clause)

SECTION K -- REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF OFFERORS

K.1 52.252-01 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. The offeror is cautioned that the listed provisions may include blocks that must be completed by the offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at this/these address(es):

http://farsite.hill.af.mil/vffara.htm

Clause	Title	Date
52.203-11	Certification And Disclosure Regarding Payment To Influence Certain Federal Transactions	April 1991

K.2 52.222-38 COMPLIANCE WITH VETERANS' EMPLOYMENT REPORTING REQUIREMENTS DECEMBER 2001

By submission of its offer, the offeror represents that, if it is subject to the reporting requirements of 38 U.S.C. 4212(d) (i.e., if it has any contract containing Federal Acquisition Regulation clause 52.222-37, Employment Reports on Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans), it has submitted the most recent VETS-100 Report required by that clause.

K.3 52.204-03 TAXPAYER IDENTIFICATION OCTOBER 1998

(a) Definitions.

"Common parent," as used in this provision, means that corporate entity that owns or controls an affiliated group of corporations that files its Federal income tax returns on a consolidated basis, and of which the offeror is a member.

"Taxpayer Identification Number (TIN)," as used in this provision, means the number required by the Internal Revenue Service (IRS) to be used by the offeror in reporting income tax and other returns. The TIN may be either a Social Security Number or an Employer Identification Number.

(b) All offerors must submit the information required in paragraphs (d) through (f) of this provision to comply with debt collection requirements of 31 U.S.C. 7701(c) and 3325(d), reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M, and implementing regulations issued by the IRS. If the resulting contract is subject to the payment reporting requirements described in Federal Acquisition Regulation (FAR) 4.904, the failure or refusal by the offeror to furnish the information may result in a 31 percent reduction of payments otherwise due under the Contract.

(c) The TIN may be used by the Government to collect and report on any delinquent amounts arising out of the offeror's relationship with the Government (31 U.S.C. 7701(c)(3)). If the resulting contract is subject to the payment reporting requirements described in FAR 4.904, the TIN provided hereunder may be matched with IRS records to verify the accuracy of the offeror's TIN.

(d) Taxpayer Identification Number (TIN).

[X] TIN: 20-0785862

[ ] TIN has been applied for.

[ ] TIN is not required because:

[ ] Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the United States and does not have an office or place of business or a fiscal paying agent in the United States;

[ ] Offeror is an agency or instrumentality of a foreign government;

[ ] Offeror is an agency or instrumentality of the Federal Government.

(e) Type of organization.

[ ] Sole proprietorship;

[ ] Partnership;

[X] Corporate entity (not tax-exempt);

[ ] Corporate entity (tax-exempt);

[ ] Government entity (Federal, State, or local);

[ ] Foreign government;

[ ] International organization per 26 CFR 1.6049-4;

[ ] Other _____.

(f) Common parent.

[X] Offeror is not owned or controlled by a common parent as defined in paragraph (a) of this provision.

[ ] Name and TIN of common parent:

Name _____

TIN _____

K.4 52.209-05 CERTIFICATION REGARDING DEBARMENT, SUSPENSION, PROPOSED DEBARMENT, AND OTHER RESPONSIBILITY MATTERS — DECEMBER 2001

(a)(1) The Offeror certifies, to the best of its knowledge and belief, that--

(i) The Offeror and/or any of its Principals--

(A) Are [ ] are not [X] presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;

(B) Have [ ] have not [X], within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, state, or local) contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and

(C) Are [ ] are not [X] presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in paragraph (a)(1)(i)(B) of this provision.

(ii) The Offeror has [ ] has not [X], within a three-year period preceding this offer, had one or more contracts terminated for default by any Federal agency.

(2) "Principals," for the purposes of this certification, means officers; directors; owners; partners; and, persons having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a subsidiary, division, or business segment, and similar positions).

THIS CERTIFICATION CONCERNS A MATTER WITHIN THE JURISDICTION OF AN AGENCY OF THE UNITED STATES AND THE MAKING OF A FALSE, FICTITIOUS, OR FRAUDULENT CERTIFICATION MAY RENDER THE MAKER SUBJECT TO PROSECUTION UNDER SECTION 1001, TITLE 18, UNITED STATES CODE.

(b) The Offeror shall provide immediate written notice to the Contracting Officer if, at any time prior to contract award, the Offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

(c) A certification that any of the items in paragraph (a) of this provision exists will not necessarily result in withholding of an award under this solicitation. However, the certification will be considered in connection with a determination of the Offeror's responsibility. Failure of the Offeror to furnish a certification or provide such additional information as requested by the Contracting Officer may render the Offeror nonresponsible.

(d) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this provision. The knowledge and information of an Offeror is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

(e) The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Offeror knowingly rendered an erroneous certification, in addition to other remedies available to the Government, the Contracting Officer may terminate the Contract resulting from this solicitation for default.

K.5 52.222-25 AFFIRMATIVE ACTION COMPLIANCE APRIL 1984

The offeror represents that (a) [ ] it has developed and has on file, [ ] has not developed and does not have on file, at each establishment, affirmative action programs required by the rules and regulations of the Secretary of Labor (41 CFR 60-1 and 60-2), or (b) [X] has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.

K.6 52.223-13 CERTIFICATION OF TOXIC CHEMICAL RELEASE REPORTING AUGUST 2003

(a) Executive Order 13148, of April 21, 2000, Greening the Government through Leadership in Environmental Management, requires submission of this certification as a prerequisite for contract award.

(b) By signing this offer, the offeror certifies that--

(1) As the owner or operator of facilities that will be used in the performance of this Contract that are subject to the filing and reporting requirements described in section 313 of the Emergency Planning and Community Right-to-Know Act of 1986 (EPCRA) (42 U.S.C. 11023) and section 6607 of the Pollution Prevention Act of 1990 (PPA) (42 U.S.C. 13106), the offeror will file and continue to file for such facilities for the life of the Contract the Toxic Chemical Release Inventory Form (Form R) as described in sections 313(a) and (g) of EPCRA and section 6607 of PPA; or

(2) None of its owned or operated facilities to be used in the performance of this Contract is subject to the Form R filing and reporting requirements because each such facility is exempt for at least one of the following reasons: [Check each block that is applicable.]

[X] (i) The facility does not manufacture, process, or otherwise use any toxic chemicals listed in 40 CFR 372.65;

[ ] (ii) The facility does not have 10 or more full-time employees as specified in section 313(b)(1)(A) of EPCRA, 42 U.S.C. 11023(b)(1)(A);

[ ] (iii) The facility does not meet the reporting thresholds of toxic chemicals established under section 313(f) of EPCRA, 42 U.S.C. 11023(f) (including the alternate thresholds at 40 CFR 372.27, provided an appropriate certification form has been filed with EPA);

[X] (iv) The facility does not fall within the following Standard Industrial Classification (SIC) codes or their corresponding North American Industry Classification System sectors:

(A) Major group code 10 (except 1011, 1081, and 1094).

(B) Major group code 12 (except 1241).

(C) Major group codes 20 through 39.

(D) Industry code 4911, 4931, or 4939 (limited to facilities that combust coal and/or oil for the purpose of generating power for distribution in commerce).

(E) Industry code 4953 (limited to facilities regulated under the Resource Conservation and Recovery Act, Subtitle C (42 U.S.C. 6921, et seq.), or 5169, or 5171, or 7389 (limited to facilities primarily engaged in solvent recovery services on a contract or fee basis); or

[ ] (v) The facility is not located in the United States or its outlying areas.

K.7 52.225-02 BUY AMERICAN ACT CERTIFICATE JUNE 2003

(a) The offeror certifies that each end product, except those listed in paragraph (b) of this provision, is a domestic end product and that the offeror has considered components of unknown origin to have been mined, produced, or manufactured outside the United States. The offeror shall list as foreign end products those end products manufactured in the United States that do not qualify as domestic end products. The terms "component," "domestic end product," " end product," "foreign end product," and "United States" are defined in the clause of this solicitation entitled "Buy American Act--Supplies."

(b) Foreign End Products:
LINE ITEM NO COUNTRY OF ORIGIN

_____ _____

_____ _____

_____ _____

[List as necessary]

(c) The Government will evaluate offers in accordance with the policies and procedures of Part 25 of the Federal Acquisition Regulation.

EXHIBIT B

EXHIBIT B to EXHIBIT 1
Defendants' Motion For Expedited
Clarification Or, In the Alternative,
Modification of the December 23, 2002 Order

IN THE UNITED STATES DISTRICT COURT FOR THE NORTHERN DISTRICT OF OKLAHOMA

QUAPAW TRIBE OF OKLAHOMA (O-GAH-PAH),	)	
	)	
Plaintiff,	)	
	)	
v.	)	**Case No. 02-CV-129-H(M)**
	)	
UNITED STATES DEPARTMENT OF THE INTERIOR, *et al.*,	)	
	)	
Defendants.	)	

JOINT MOTION FOR MODIFICATION OF PROTECTIVE ORDERS AND AGREED STIPULATION OF DISMISSAL

Plaintiff, the Quapaw Tribe of Oklahoma (O-Gah-Pah) (hereinafter the "Tribe"), and the Defendants, the United States Department of the Interior; Gale Norton, Secretary of the Interior; the Bureau of Indian Affairs; David W. Anderson, Assistant Secretary of the Interior for Indian Affairs; the Office of the Special Trustee for American Indians; Ross O. Swimmer, Special Trustee for American Indians; the Office of Trust Funds Management; Charlene Toledo, Director of the Office of Trust Funds Management; the Bureau of Land Management; Kathleen Clarke, Director of the Bureau of Land Management; the Minerals Management Service; and Rejane M. Burton, Director of the Minerals Management Service (collectively referred to as "Defendants" or "Interior") (the Tribe, and Interior may be individually referred to as a "Party," and jointly as the "Parties"), hereby jointly move, pursuant to Fed. R. Civ. P. 26(c), for a modification of the protective orders ("Protective Orders") previously entered in this matter (Docket Nos. 22, 39, and 42), and, pursuant to Fed. R. Civ. P. 41(a)(1), for dismissal of the above-captioned matter as set forth herein. In support thereof, the Parties submit the following:

1. The Parties entered into a Settlement Agreement in which the Parties have agreed

to dismissal of this action; specifically, all claims in this action that were raised or could have been raised against the United States for an accounting of the Tribe's tribal trust fund accounts and any of its other trust assets, and all claims in this action that were raised or could have been raised against the United States for an asset management history of the Tribe's trust assets, are to be dismissed with prejudice, and all remaining claims in this action are to be dismissed without prejudice (a true and correct copy of the Settlement Agreement is attached hereto as "Exhibit 1");

2. The Settlement Agreement provides for the award of a contract (the "OHTA Contract") by Interior's Office of Historical Trust Accounting ("OHTA") to Quapaw Information Systems, Inc. ("QIS"), a not-for-profit tribal enterprise, in which QIS will, in consultation with the Tribe, identify, select, and analyze documents, and prepare an analysis (the "Quapaw Analysis") of Interior's management of certain of the Tribe's tribal trust fund accounts and certain non-monetary land and natural resources assets held in trust on behalf of the Tribe and eight individual members of the Tribe;

3. The Settlement Agreement further provides for the Parties to meet and confer within sixty (60) days following full performance of the OHTA Contract, as determined by OHTA, or as agreed to by the Parties, to plan a process for attempting to resolve, through an alternative dispute resolution ("ADR") process, any claims that the Tribe asserts are supported by the Quapaw Analysis. If the Tribe does assert any such claims, the Parties have agreed to use best efforts to prepare for and engage in an ADR process within one hundred and twenty (120) days of their initial planning meeting;

4. Pursuant to the OHTA Contract, QIS will provide OHTA with CDs of imaged documents, and the Quapaw Analysis;

5. Under the Settlement Agreement, Interior has agreed to provide the Tribe with copies of the CDs of imaged documents and the Quapaw Analysis referred to in paragraph 4, above;

6. To carry out the purposes of the Settlement Agreement and to allow the Tribe access to documents and the Quapaw Analysis to pursue any ADR process that occurs subsequent to full performance of the OHTA Contract, the Parties now jointly move the Court for a modification of the Protective Orders as follows: a) to alter the purpose of the Protective Orders from prosecuting the litigation to carrying out the Settlement Agreement and facilitating the pursuit of any subsequent ADR process as referred to in paragraph 3, above; and b) to allow for the return to Interior's designee of the Quapaw Analysis and all non-public or Confidential Documents or Confidential Materials, as those terms are defined in the Protective Orders previously entered by this Court, received by the Tribe during the litigation of this action and during the course of performance of the OHTA Contract within one hundred and eighty (180) days after full performance of the OHTA Contract, as determined by OHTA, or within sixty (60) days after the conclusion of any ADR process referred to in paragraph 3, above, whichever event occurs later in time; in the alternative, the Parties may enter into a written agreement concerning the disposition of such non-public or Confidential Documents and Confidential Materials;

7. The Parties have further agreed that each Party shall be responsible for the payment of its own costs incurred in this action, including, but not limited to, attorneys' fees and court costs incurred during the litigation phase and in the negotiation and execution of the Settlement Agreement; and

8. The Parties agree that the Settlement Agreement was negotiated in good faith and

that the Parties were represented by competent counsel throughout the settlement negotiations leading up to and including the final execution of the Settlement Agreement. The Parties further agree that, prior to executing the Settlement Agreement, they were fully informed of the contents and consequences of the Settlement Agreement by their respective counsel and that each Party independently concluded that entering into the Settlement Agreement was a fair and reasonable disposition of this matter. *See* Affidavit of John L. Berrey, attached hereto as "Exhibit 2".

Pursuant to N.D. Okla. Civ. R. 7.1(F), the accompanying proposed "Order" is being submitted herewith to the Clerk of Court.

FOR THE FOREGOING REASONS, the Parties jointly move this Court to enter an order that first grants the Parties' Joint Motion for Modification of Protective Orders, and then dismisses this action in accordance with the accompanying proposed Order, filed herewith.

Dated this ___ day of August, 2004

Respectfully submitted,

Stephen. R. Ward, Okla. Bar No. 13610
CONNER & WINTERS, P.C.
3700 First Place Tower
15 E. Fifth Street
Tulsa, Oklahoma 74103-4344
Telephone: (918) 586-8978
Telecopier: (918) 586-8547

ATTORNEY FOR THE PLAINTIFF, QUAPAW TRIBE OF OKLAHOMA (O-GAH-PAH)

and

Caroline M. Blanco, Trial Attorney
John H. Martin, Trial Attorney
UNITED STATES DEPARTMENT OF JUSTICE
Environment & Natural Resources Division
General Litigation Section
P.O. Box 663
Washington, D.C. 20044-0663
Telephone: (202) 305-0248
Telecopier: (202) 305-0267

ATTORNEYS FOR DEFENDANTS

EXHIBIT 1

EXHIBIT "1"

The documents in Exhibit "1" are the Settlement Agreement between the Quapaw Tribe of Oklahoma and the United States Department of the Interior, and the exhibits attached thereto ("Exhibit A": draft Contract between the Office of Historical Trust Accounting and Quapaw Information Systems, Inc.; and "Exhibit B": draft Joint Motion for Modification of Protective Orders and Agreed Stipulation of Dismissal, including Exhibits "1" and "2" attached thereto, and accompanying Order). These documents have been omitted since they are attached as "Exhibit 1" to the Joint Motion for Expedited Clarification or, in the Alternative, Modification of the December 23, 2002 Order.

EXHIBIT 2

IN THE UNITED STATES DISTRICT COURT FOR THE
NORTHERN DISTRICT OF OKLAHOMA

QUAPAW TRIBE OF OKLAHOMA (O-GAH-PAH),	)	
Plaintiff,	)	
v.	)	**Case No. 02-CV-129-H(M)**
DEPARTMENT OF THE INTERIOR et al.,	)	
Defendants.	)	

AFFIDAVIT OF JOHN L. BERREY

STATE OF OKLAHOMA)
) ss.
COUNTY OF TULSA)

I, John L. Berrey, being of lawful age, hereby state and declare as follows:

1. "I am a member of the Quapaw Tribe of Oklahoma (O-Gah-Pah) (the "Tribe"), and I have served as the elected Chairman of the Tribe's Business Committee since July 2002. Unless otherwise indicated, I have personal knowledge of the statements in this affidavit.

2. "As part of my responsibilities as Chairman, I have supervised the litigation which is captioned and styled as *Quapaw Tribe of Oklahoma (O-Gah-Pah) v. Department of Interior, et al.*, No. 02-CV-129-H(M), and which is pending in the United States District Court for the Northern District of Oklahoma.

3. "Between approximately October 2002 and the summer of 2003, the Tribe engaged in a formal conflict assessment process with the U.S. Department of the Interior ("Interior") and its counsel concerning the above-referenced litigation. In late summer or early fall 2003, negotiations began between the parties concerning a settlement of the case. By December 2003, the parties had agreed in principal on a settlement structure, which was incorporated into a proposed settlement agreement and a proposal for a contract between a Tribally owned enterprise and Interior's Office of Historical Trust Accounting. In order to proceed with the settlement process, and to put to rest any question about the Tribal representatives' authority to settle the litigation, the leadership of the Tribe agreed to submit the proposed settlement to the General Council of the Tribe at a specially called meeting, and put it to a vote. Copies of the proposed settlement agreement and a summary of the proposal for the contract were mailed in December 2003 to all members of the General Council, which is comprised of all adult members of the Tribe. In addition, a copy of the draft resolution approving the settlement was mailed to all members of the General Council.

4. "The General Council was convened on January 31, 2004. In addition to the settlement documents mailed to the members of the General Council, I directed the Tribe's attorneys to prepare four notebooks containing the proposed settlement agreement, the proposal for the contract, and the proposed resolution approving the settlement. One of the Tribe's attorneys sat at a table in the meeting room with these notebooks, and permitted adult members of the Tribe to review them.

5. "After a debate, the General Council passed Resolution No. 13104A (as amended) (the "Resolution") approving the proposed settlement of the litigation, and reaffirming the Business Committee's authority to enter into settlement agreements and contracts on behalf of the Tribe that substantially conform with the draft documents before the General Council on January 31, 2004. A copy of the Resolution is attached to this Affidavit. This General Council was well attended, and it is believed to be one of the largest General Council meetings in the Tribe's history.

6. "Following the General Council meeting, the Tribe, consistent with the Terms of the Resolution, continued the negotiations with Interior and its counsel to finalize the settlement agreement, the draft contract, and the filings necessary to effect a dismissal of the case. The proposed settlement was approved by the United States on July 2, 2004. Subsequently, the settlement agreement was distributed to the members of the Tribe's Business Committee, and they authorized me to sign it on behalf of the Tribe.

7. "Throughout the litigation, and throughout the settlement process, the Tribe was represented, at all times, by counsel and decisions concerning the settlement were made in consultation with counsel. In addition to obtaining the approval of the General Council, the members of the Business Committee were kept fully informed about the progress and substance of the negotiations on the settlement documents. The final settlement documents substantially conform with the proposed settlement agreement and the contract proposal that were before and approved by the General Council on January 31, 2004."

FURTHER YOUR AFFIANT SAYETH NOT.

JOHN L. BERREY, CHAIRMAN
QUAPAW TRIBE OF OKLAHOMA (O-GAH-PAH)

Signed and sworn to before me on this the 15th day of July, 2004, by John L. Berrey.

Notary Public Monty J. Banks

[SEAL]

My Commission Expires: 6-30-07

Residing in Shepherd, MT

QUAPAW TRIBE OF OKLAHOMA

P.O. Box 765
Quapaw, OK 74363-0765

(918) 542-1853
FAX (918) 542-4694

GENERAL COUNCIL RESOLUTION NO. 13104A
(AS AMENDED)

A RESOLUTION TO APPROVE PROPOSED SETTLEMENT OF *QUAPAW TRIBE OF OKLAHOMA V. THE DEPARTMENT OF INTERIOR, ET AL.*, CASE NO. 02-CV-129 B(M) PENDING IN THE U.S. DISTRICT COURT FOR THE NORTHERN DISTRICT OF OKLAHOMA

WHEREAS, the Quapaw Tribe of Oklahoma is a federally recognized Indian Tribe and is governed by a Governing Resolution adopted by the Quapaw Indian Council on August 19, 1956, and approved by the Commissioner of Indian Affairs on September 20, 1957; and

WHEREAS, the Quapaw Business Committee has requested the General Council to approve the proposed settlement of *Quapaw Tribe of Oklahoma v. The Department of Interior, et al.*, Case No. 02-CV-129-B(M), pending in the U.S. District Court for the Northern District of Oklahoma; and

WHEREAS, the Quapaw General Council has reviewed, and through this resolution wishes to approve, the proposed settlement agreement, in substantial form, and also wishes to authorize the Business Committee to approve any and all contracts with the Office of Historical Trust Accounting based on the proposed settlement agreement in question;

NOW THEREFORE BE IT RESOLVED, by the General Council of the Quapaw Tribe of Oklahoma to approve the proposed settlement of the case *Quapaw Tribe of Oklahoma v. The Department of Interior, et al.*, Case No. 02-CV-129-B(M) pending in the U.S. District Court for the Northern District of Oklahoma, and to reaffirm the Business Committee's authority to enter into settlement agreements and contracts on behalf of the Tribe that substantially conform with the attached draft settlement agreement and the draft contract proposal, and if settlement is not ultimately approved by all parties, to continue this litigation and litigation-related activities to resolve the historical inequities perpetuated on the Quapaw Tribe.

CERTIFICATION

The foregoing resolution of the Quapaw Tribe of Oklahoma was presented at the special General Council meeting of the Quapaw Tribe on January 31, 2004, with a vote reflecting 135 yes, 18 no, 13 abstaining and _____ absent.

John L. Berrey, Chairman
Quapaw Tribal Business Committee

Jim Imbeau, Secretary-Treasurer
Quapaw Tribal Business Committee

ATTACHMENT

The draft Settlement Agreement and draft OHTA Contract proposal that were before the General Council of the Quapaw Tribe of Oklahoma on January 31, 2004, when it passed General Council Resolution No. 13104A (as amended) are omitted.

IN THE UNITED STATES DISTRICT COURT FOR THE NORTHERN DISTRICT OF OKLAHOMA

QUAPAW TRIBE OF OKLAHOMA (O-GAH-PAH),	)	
Plaintiff,	)	
v.	)	**Case No. 02-CV-129-H(M)**
UNITED STATES DEPARTMENT OF THE INTERIOR, *et al.,*	)	
Defendants.	)	

ORDER

This matter comes before the Court pursuant to the "Joint Motion for Modification of Protective Orders and Agreed Stipulation for Dismissal" submitted by all Parties. Upon review of the Motion, the attached Settlement Agreement, and other relevant materials in this case, the Court finds that the Parties, following good-faith settlement negotiations during which each Party was represented by competent counsel who have been duly authorized to execute the settlement, have entered into a Settlement Agreement that is a fair and reasonable resolution of this case and disposes of all issues in this action. Accordingly, for good cause shown, the Parties' "Joint Motion for Modification of Protective Orders" is hereby GRANTED, and the Parties' "Agreed Stipulation of Dismissal" is hereby APPROVED.

The Parties' Joint Motion for Modification of Protective Orders is hereby granted and the protective orders (Docket Nos. 22, 39, and 42), previously entered by this Court in this action ("Protective Orders"), are modified as follows:

1. To alter the purpose of the Protective Orders from prosecuting the litigation to carrying out the Settlement Agreement and facilitating the pursuit of

any alternative dispute resolution ("ADR") process that the Parties agree to participate in that seeks to resolve any claim that the Quapaw Tribe of Oklahoma (the "Tribe") asserts is supported by the final deliverable (the "Quapaw Analysis") of the contract ("OHTA Contract") to be awarded to Quapaw Information Systems, Inc. by Interior's Office of Historical Trust Accounting ("OHTA") pursuant to the terms of the Parties' Settlement Agreement; and

2. To allow for the return to Interior's designee of the Quapaw Analysis and all non-public or Confidential Documents or Confidential Materials, as those terms are defined in the Protective Orders, received by the Tribe during the litigation of this action and during the course of performance of the OHTA Contract within one hundred and eighty (180) days after full performance of the OHTA Contract, as determined by OHTA, or within sixty (60) days after the conclusion of any ADR process referred to in paragraph 1, above, whichever event occurs later in time; in the alternative, the Parties may enter into a written agreement concerning the disposition of such non-public or Confidential Documents and Confidential Materials.

IT IS FURTHER ORDERED, for purposes of Fed. R. Civ. P. 58, as follows:

1. All claims that have been or could have been brought by the Tribe against the United States for: a) an accounting of any of the Tribe's tribal trust fund accounts; b) an accounting of any other trust asset of the Tribe; and c) the preparation of a trust asset management history for the Tribe, are hereby DISMISSED WITH PREJUDICE;

2. All remaining claims in the above-captioned matter are hereby DISMISSED WITHOUT PREJUDICE;

3. Each Party shall pay its own costs, including, but not limited to, all attorneys' fees and court costs incurred during the litigation phase and in the negotiation and execution of the Parties' Settlement Agreement; and

4. The Court shall retain jurisdiction of this action for the sole purpose of enforcing the Protective Orders, as modified above, and, upon the return of the Quapaw Analysis and the non-public or Confidential Documents, or Confidential Materials referred to above, the Protective Orders shall be dissolved and this Court shall no longer retain any jurisdiction whatsoever over this action.

DONE this the _____ day of _____, 2004.

_____

SVEN ERIK HOLMES, CHIEF JUDGE
UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF OKLAHOMA

CERTIFICATE OF SERVICE

I hereby certify that on this the ___ day of August, 2004, a full, true, and correct copy of the above and foregoing instruments, the JOINT MOTION FOR MODIFICATION OF PROTECTIVE ORDERS AND AGREED STIPULATION FOR DISMISSAL and ORDER were filed with the Clerk of Court and were transmitted as an image by e-mail and were also deposited in the United States mail, with proper first-class postage fully prepaid thereon, to the following:

Caroline M. Blanco, Trial Attorney
John H. Martin, Trial Attorney
UNITED STATES DEPARTMENT OF JUSTICE
Environment & Natural Resources Division
General Litigation Section
P.O. Box 663
Washington, D.C. 20044-0663

_____
Stephen R. Ward