

# OWENS VALLEY CAREER DEVELOPMENT CENTER

*TUNIWA NOBI FAMILY LITERACY, NÜMÜ YADOHA LANGUAGE PROGRAM, AFTERSCHOOL PROGRAM, TRIBAL TANF, CAREER EDUCATION, EARLY HEAD START, KERN INDIAN EDUCATION CENTER; NATIVE AMERICAN CAREER AND TECHNICAL EDUCATION PROGRAM*

## Request for Proposals 19-20-01

**DATE:** March 28, 2019

**PROJECT TITLE:** Indigenous Language Instructor-Fluent Speaker

**PROPOSAL DUE DATE:** For services to begin **July 1, 2019**, proposals must be received **by May 3, 2019 at 5:00 pm PST. This RFP will remain open and proposals will be accepted year round. Email (electronic) responses are preferred.**

**SUBJECT/PURPOSE OF MEMO:** Owens Valley Career Development Center is a Tribal Consortium located in California and organized under the Indian Self Determination Act. OVDCDC receives and administers several Federal and State Grants including a Early Head Start Grant, California Department of Education Indian Education Grant and Tribal TANF Grants for the benefit of Tribes and communities in Inyo, Mono, Kern, Tulare, Kings, Fresno and Ventura Counties. **OVDCDC is seeking proposals from responsible qualified independent contractors to provide services as an Indigenous Language Instructor-Fluent Speaker. Contractor is expected to be fluent and conversational with advanced knowledge and verbal communication skills in an indigenous language. OVDCDC is seeking instructors of indigenous languages that are understood, spoken and of interest to sufficient TANF eligible individuals within the OVDCDC service area of Inyo, Mono, Kern, Tulare, Kings, Fresno and Ventura Counties in California. Interested parties must submit a proposed annual instruction plan and/or proposed lesson plans with the proposal. This project will be funded entirely with Government Grant funds.**

All OVDCDC Request for Proposals are subject to Section 7(b) of the Indian Self Determination & Education Act (**25 USC 450e (b)**) which provides to the greatest extent feasible, preference and opportunities be given to American Indians and American Indian owned business enterprises and **2 CFR Section 200.321** requiring OVDCDC to take all necessary affirmative steps to assure minority firms, women's business enterprises and labor surplus area firms are used when possible and **45 CFR 75.327 to 75.340**. Preferences may be given to vendors or products that are environmentally-friendly, use recycled materials, are recycled, use energy-saving technology or other ecologically beneficial techniques. In accordance with Public Law 103-333, the "Department of Labor, Health and Human Services, and Education, and related Agencies Appropriations Act of 1995," the following provisions are applicable to this purchase: "Section 507: "Purchase of American-Made Equipment and Products- It is the sense of the Congress that, to the greatest extent practicable, all equipment and products purchased with funds made available in this ACT should be American-made.""

For all contracts awarded where all or a portion of the contract requires services to be provided within Tribal territory (specifically Bishop Paiute Tribe and Big Pine Paiute Tribe Territory), applicable **Tribal TERO (Tribal Employment Rights Ordinance)** requirements must be met by vendor(s) awarded a contract and **prior** to providing any on reservation services. Tribal TERO will require submission of a compliance plan, payment of fee of 4% of on reservation labor based on the total contract price that exceeds \$1,000.00. Please see <http://bishoptero.com/>. Other contract items including equipment, materials, travel and any other costs listed in the contract must be fully disclosed and may be subject to tribal taxes. When practical, use of Indian services is encouraged. Proposals must include this TERO fee in cost proposals.

**ACTION REQUIRED:** You are invited to review and respond to the Request for Proposals.

**PROPOSAL:**

Proposals should be sent to:  
**Owens Valley Career Development Center**  
**P.O. Box 847 Bishop, CA (93515) or**  
**2574 Diaz Lane, Bishop, CA (93514)**  
**E-MAIL: [contracts@ovcdc.com](mailto:contracts@ovcdc.com)**

**CONTACT FOR FURTHER INFORMATION:**

**Purchasing/Contracts Administrator**  
**Telephone: 760-873-5107 Ext. 275**  
**FAX: 760-873-3231**  
**E-MAIL: [contracts@ovcdc.com](mailto:contracts@ovcdc.com)**

**I. DESCRIPTION/SPECIFICATIONS**

**A. STATEMENT OF WORK**

**1) Description of Organization and Project**

The Owens Valley Career Development Center (OVCDC) was founded in 1977 by the Owens Valley Board of Trustees, a Tribal Government Board comprised of members of the Big Pine, Bishop and Lone Pine Tribes, in response to demonstrated adult basic education and vocational training needs of Tribal members. OVCDC provides educational and economic opportunities to the indigenous population of the communities in Inyo, Mono, Kern, Tulare, Kings, Fresno and Ventura Counties to enhance lives by offering individuals and families' opportunities for self-sufficiency through education, training and encouragement. OVCDC receives its funding through grants from various Federal and State funding agencies.

**The Owens Valley Career Development Center is seeking bids (quotes) from responsible qualified vendors/independent contractors. Contractor is expected to be fluent and conversational with advanced knowledge and verbal communication skills in an indigenous language. OVCDC is seeking instructors of indigenous languages that are understood, spoken and of interest to sufficient TANF eligible individuals within the OVCDC service area of Inyo, Mono, Kern, Tulare, Kings, Fresno and Ventura Counties in California. Interested parties must submit a proposed annual instruction plan and/or proposed lesson plans with the proposal.**

**Contractor will provide services as an indigenous language and cultural instructor primarily to TANF clients and TANF eligible participants within the OVCDC and Nüümü Yadoha Program's service area communities as an Indigenous Language Fluent Speaker ("Services"). The Services will include:**

- A. Provide cultural instruction services and teach indigenous language at a setting agreed upon by Contractor and Director or Designee primarily to TANF participants and TANF eligible students but also to other teachers and Nüümü Yadoha staff;**
- B. Review, edit and proofread language lesson plans, study aides and linguistic materials;**
- C. Provide video and audio language resources to add to the language archives;**
- D. Provide services assisting linguists to create documentation of Contractor's indigenous language for use by the local indigenous community and for the purpose of language preservation**
- E. If Contractor is unavailable to perform services under this Agreement then Contractor will not be paid for the periods that Contractor is unavailable to render services.**
- F. Contractor will be expected to provide Indigenous Language Services for a minimum of \_\_\_\_ [total negotiated] hours per month. Contractor will provide direct indigenous language instruction to TANF participants and TANF eligible students for \_\_\_\_ [majority of negotiated hours] or more hours per month. Contractor will participate in speaking**

on audio and video recordings of indigenous Target language for \_\_\_ hours per month. Contractor will provide \_\_\_ [minor portion of negotiated hours] hours or more per month dedicated to services contained in sections B through D above. Contractor invoices must be turned in monthly and state dates of work, hours spent and a brief description of services provided under this Agreement. Contractor agrees and understands that monthly amounts due to Contractor for services may be reduced by the Program Director or designee if minimum hour requirements under this Agreement are not met.

**G. Contractor will be responsible for all expenses incurred in association with the performance of Services. Expenses paid to Contractor, if any, will be allowed on a reimbursement basis only based on original receipts and documentation that fully justifies the payment of the expense. Expenses may be paid by the program only with approval of the Program Director or Designee in advance of any expense being incurred by Contractor. All expense reimbursements requests will be turned in to the Program Director or Designee within thirty (30) days from the date the expense is incurred. Expense reimbursement requests turned in to the Program Director or Designee more than thirty (30) days from the date the expense is incurred will be deemed waived by Contractor and will not be paid. Expenses may be paid in advance of any expense being incurred by Contractor only with the approval of the OVCDC Executive Director.**

2) Requirements

The contractor will furnish all qualified personnel, facilities, equipment, and supplies to perform the project unless otherwise negotiated and agreed to by OVCDC.

3) Reports Required

- a) If required by Agreement only.
- b) The reports will be submitted to OVCDC at the following address:

OVCDC  
Attn: Purchasing/Contracts Administrator  
P.O. Box 847 (93515)  
2574 Diaz Lane (93514)  
Bishop, CA  
[contracts@ovcdc.com](mailto:contracts@ovcdc.com)

4) Entrance and Exit Conferences:

If required by Agreement entrance and exit conferences will be held with OVCDC and must be coordinated with the OVCDC Purchasing/Contracts Administrator or Agreement designee. Written notice will be given to the OVCDC to assure availability of appropriate staff for each of these meetings.

**II. PROPOSAL PREPARATION INSTRUCTIONS AND INFORMATION REQUIRED IN YOUR PROPOSAL**

**Proposal may be submitted via email. Electronic Proposals are preferred.** In order to facilitate the evaluation of proposals and allow the best comparisons each proposal must include the following information presented in the order and format shown below:

**A. SECTION I – PROPOSAL FORMAT (ALL COMPONENTS AND INFORMATION ARE REQUIRED)**

- 1) Title Page: Please state Request For Proposal (IFB/RFP) subject and IFB/RFP Number in your proposal. Please state your name and/or the business name including address, telephone number, fax number, name of contact person and name of person with authority to sign Agreements. Please place the date on your proposal. OVCDL will not be responsible for any change in this information unless notification in writing is received.
- 2) Cover Letter: Please provide a one or two page letter stating your understanding of the work to be done and making a positive commitment to perform the work within the time period required.
- 3) Table of Contents: If proposal contains more than 10 pages please provide a clear identification of sections and documents in the proposal listed by page number.
- 4) Profile: Please include location of office(s) and if applicable, number of partners, managers, supervisors, seniors, and other staff. If applicable, identify all subcontractors necessary to conduct the project. Describe the range of activities performed by you or your business/firm, including capability to fulfill the specifics of the project (ie. staff, equipment, workload etc.). Upon request, provide financial information which may include financial statements, audits and other information sufficient for OVCDL to determine the stability of your business. For agreements exceeding \$25,000.00 an employer ID or SSN must be provided for purposes of vendor clearance on the Excluded Parties List System.
- 5) Approach: Please provide a clear description of the approach and method to be used for implementing the statement of work.
  - a) Organization and Management: Please state tasks and work to be performed and identify the person or the project team that will complete the tasks and work identified. Subcontractors must be included if any will be used on the project and the tasks or work to be performed by the subcontractors must be stated.
  - b) Schedule: Please state the amount of time needed to complete the project in hours, days, months (as appropriate to the size of the project) and provide a milestone chart showing tasks and dates of anticipated completion. Any time to be used for preparation and submission of reports should be included in the schedule.
- 6) Qualifications and Experience: Include a list of personnel to be used on this project and the qualifications of each person. For yourself and any key personnel please provide: résumé, including education, background, accomplishments and any other pertinent information. If there are no key personnel, employees or sub contractors then please just state information requested about yourself and your business.
- 7) If key personnel, staff or subcontractors will be used on the project; please include a statement in the proposal to the effect that “the key personnel

assigned to this project as described in this proposal will not be removed from the project without prior approval of the Owens Valley Career Development Center.”

- 8) Specialized or Specific Qualifications and Experience: State professional and company experience which is relevant to the proposed project, i.e. experience working with OVCDC or other Government agencies and especially with other American Indian Tribal Governments or Tribal Organizations.
- 9) Additional Data: Since the proceeding sections are to contain data and/or information that is specifically requested, this section is for any additional information considered essential or important to the project. If there is no additional information to present, please state “None”.

**B. SECTION II - COST PROPOSAL (REQUIRED-PROPOSALS WILL BE DEEMED NONRESPONSIVE WITHOUT THIS INFORMATION)**

- 1) Please state the total dollar amount you do not intend to exceed for completing the project. Please provide as much detail as you believe will assist OVCDC in evaluating your proposal. If requested by OVCDC, a detailed itemized cost statement must be submitted. The itemized cost statement must include all persons performing work on the project, various classes of staff, hours anticipated to be worked and rates. Expenses and fees for the project must be broken down by task to be completed and all expenses or fees that are anticipated must be itemized (ie materials, travel, etc.). A “not to exceed amount” is required by this section for all proposals.

**III. EVALUATION PROCEDURES**

**A. EVALUATION CRITERIA**

Proposals will be evaluated by OVCDC using the following criteria, in order of descending priority:

- A. Compliance with specification of work; (Value-20 Points)
- B. Compliance with delivery schedule and ability to meet deadlines and operational requirements as requested including past performance; (Quality-20 Points)
- C. Price (if applicable, including expenses); (20 Points)
- D. Availability to perform the work; (15 Points)
- E. Credentials of person and staff to be assigned to the project; (15 Points)
- F. Experience working with a Tribe or Tribal Organization and in multi-cultural environments. (10 points)
- G. Indian and Other Preference (Preference will be implemented by award to Bids not more than 10% higher in price than the lowest bid or by adding 10 points to base score)

Total	100%-100 Points
Total With Preferences	110%-110 Points

**IV. INDIAN AND OTHER FEDERAL PREFERENCE APPLICABLE [UP TO 10% TOTAL]**

All OVCDL Request for Proposals are subject to Section 7(b) of the Indian Self Determination & Education Act (**25 USC 450e (b)**) which provides to the greatest extent feasible, preference and opportunities be given to American Indians and American Indian owned business enterprises and **2 CFR Section 200.321** requiring OVCDL to take all necessary affirmative steps to assure minority firms, women's business enterprises and labor surplus area firms are used when possible. For Indian Preference to be applied: proof of enrollment in recognized tribe must be submitted with the proposal. For American Indian owned businesses to receive preference, proof of enrollment in a recognized tribe and more than 50% American Indian ownership of the business must be submitted with the proposal. Indian preference can be allowed with an affirmative statement regarding training and employment of American Indians submitted with the proposal. Preferences may be given to vendors or products that are environmentally-friendly, use recycled materials, are recycled, use energy-saving technology or other ecologically beneficial techniques. In accordance with Public Law 103-333, the "Department of Labor, Health and Human Services, and Education, and related Agencies Appropriations Act of 1995," the following provisions are applicable to this purchase: "Section 507: "Purchase of American-Made Equipment and Products-It is the sense of the Congress that, to the greatest extent practicable, all equipment and products purchased with funds made available in this ACT should be American-made.""

A maximum total value of ten (10) additional points will be added to the evaluation scores of vendors requesting and qualified for preference. Preference may be evaluated on a price basis only. In that case, the bids of preferred vendors will be reduced by ten percent (10%). If, after this adjustment, the preferred vendor is determined to be the best value bid, the actual contract award amount will be the amount originally bid by the vendor.

**Local Business Enterprise Program**

OVCDL encourages the utilization of businesses within its service area. To promote participation of local business enterprises in the competitive selection process, OVCDL provides incentives to local businesses.

A Local Business Enterprise is defined as follows:

Local Business Enterprise – to be considered as a local business enterprise, a firm must provide evidence the firm is located at a fixed commercial or residential address where administrative, clerical, professional or other productive work is performed relative to its commercial purpose. The firm must be located within the OVCDL's service area for a minimum of one year.

A value of three (3) additional points will be added to the evaluation scores of Local Business Enterprises. In the event that the proposals will be evaluated on a price basis only, the bids of local business enterprises will be reduced by 3%. If, after this adjustment, the local business enterprise is determined to be the most competitive bid, the actual contract amount will be the amount originally bid by the local business enterprise.

**V. TYPE OF AGREEMENT**

A time and effort service Agreement is anticipated.

**VI. PERIOD OF PERFORMANCE**

Unless otherwise stated in the Agreement; any agreement let from this RFP is for a period of one year, (“Initial Term”), and, at the sole discretion of OVCDC, the Agreement may be extended for no more than two (2) additional periods of one (1) year. (“Renewal Terms”).

**VII. TECHNICAL DIRECTION**

The Owens Valley Career Development Center’s primary contact for this agreement will be the OVCDC TANF/Nüümü Yadoha Program Director, Site Managers & Coordinators.

OVCDC TANF/Nüümü Yadoha Program Director, Site Managers & Coordinators or designee(s) are responsible for guiding the technical aspects of the project and for general monitoring of the work performed. The OVCDC Purchasing/Contracts Administrator or designee is authorized to fill in details or otherwise to complete the general description of the work set forth herein.

The OVCDC Purchasing/Contracts Administrator or designee is not authorized to make any commitments to any changes which constitute work not within the general scope of the Agreement, increase in total estimated cost or extension of the Agreement period of performance without the written approval of OVCDC Authorized person.

**VIII. KEY PERSONNEL**

The personnel specified in the Contractor’s proposal are considered to be essential to the work being performed. Prior to changing any of the individuals specified in the proposal, the Contractor will notify OVCDC Purchasing/Contracts Administrator or designee reasonably in advance and submit a justification for the proposed substitutions in sufficient detail (including names, titles and résumés) to permit the evaluation of the impact on the quality of work performed. No change will be made by the Contractor without the prior written consent of the TANF/Nüümü Yadoha Program Director.

**IX. PAYMENT**

**A. PAYMENT AND SUBMISSION OF INVOICES**

- 1) Payment for work performed under this Agreement will not exceed the agreed upon amount, unless additional payments are agreed upon in advance and in writing, signed by both parties.
- 2) Payment will be made to the contractor based on progress achieved. The contractor must submit each invoice in sufficient detail to document the project’s progress.
- 3) Invoices may not be accepted on more frequent intervals than twice a month and once per month or less often is preferred. Invoices requesting payments will be prepared and submitted in duplicate and contain the following information: Agreement number, description of services, time spent on each task and total cost for services.

**X. RIGHTS**

OVCDC reserves the right to reject any and all proposals, in whole or in part, as well as

the right to issue similar RFPs in the future. This RFP is in no way an agreement or obligation and in no way is OVCDL responsible for the cost of preparing the responsive proposal. One copy of a submitted proposal will be retained for official files and may later become a public record. Only electronic and written responses will be accepted. Responses should be sent via email or in a sealed envelope, clearly marked with the RFP number, by registered, certified mail, overnight delivery with proof of delivery service, or by hand delivery to the name and address specified in the cover-letter to this RFP. Delivery to other than the name and address specified in this RFP may render the Bidder's proposal non-responsive.

## **XI. AGREEMENT TERMS AND CONDITIONS**

The services requested will be provided under terms and conditions set forth in the OVCDL Standard Agreement. The Agreement will be provided upon request. The Agreement contains the Standard Provisions and Special Provisions applicable to the services anticipated in this RFP. If the person or business submitting a proposal is unable to agree to the terms and conditions set forth in the Agreement, the proposal must indicate the specific sections of the Agreement that are not acceptable and submit alternate language that is acceptable to the person or business submitting a proposal. In addition, the person or business submitting a proposal will reference each specific language change and provide a narrative explanation of each proposed change. Although OVCDL will consider alternate language proposed by a person or business submitting a proposal, OVCDL will not be bound by Agreement language received as part of the response. If the person or business submitting a proposal requires that OVCDL be bound by some or all of the alternate Agreement language, the proposal may be considered non-responsive and may be rejected.

OVCDL will make a reasonable effort to execute an agreement based on this solicitation document within fifteen (15) days of selecting a proposal that best suits OVCDL. The Agreement will be signed by the Contractor and returned within five (5) business days of receipt of the Agreement. The period for execution may be changed by mutual agreement of the parties. Agreements are not effective, and work must not be performed, until the Agreement is signed by a person holding the required authority for both parties and full approval by OVCDL including the OVCDL Human Resources and Finance Departments.

Failure to execute the Agreement within the time frame identified above will be sufficient cause for voiding the award of the Agreement. If a successful person or business submitting a proposal refuses or fails to execute the Agreement, OVCDL may award the Agreement to the next qualified person or business submitting a proposal.

## **XII. INTERVIEWS**

An interview/presentation may be conducted with a person or business submitting a proposal(s) selected as finalists to offer an opportunity for the person or business submitting a proposal(s) to present the proposal and explain or clarify aspects of the proposal. The interview/presentations will be scheduled at the OVCDL offices in Bishop, California.

## **XIII. OVCDL SOVEREIGNTY**

Any agreement awarded will be required to accept the following agreement language or substantially similar language as may be negotiated:

**“SOVEREIGN IMMUNITY WAIVER LIMITATIONS:** Contractor acknowledges that OVCDC, including its TANF and other programs, is a tribal consortium, without authority to waive the sovereign immunity of any consortium member Tribe. Any waiver of the sovereign immunity of the consortium member Tribes can only be provided by the written consent of the consortium member Tribe’s governing body. Any waiver of the sovereign immunity of OVCDC can only be provided by the written consent of the OVCDC Board of Trustees. No such waiver has been provided by the terms of this Agreement, and Contractor agrees that nothing contained in this Agreement is or shall be construed as a waiver of the sovereign immunity of OVCDC or any consortium member Tribe.”

**XIV. AWARD**

Award will be made to the responsible and responsive bidder whose bid meets the requirements of the Request for Proposals and offers the best value to OVCDC.