

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 19-20-10

DATE: May 10, 2019

PROJECT TITLE: Bishop Equestrian Lessons

PROPOSAL DUE DATE: Proposals must be received by June 7, 2019 at 5:00pm PST. In the event no proposals are received from qualified bidders by the close date; this RFP will remain open until an agreement is awarded. 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. OVDCD receives and administers several Federal and State Grants including a Early Head Start Program Grant, California Department of Education Indian Education Grant, Tribal TANF Grants and Native American Career and Technical Education Program Grant for the benefit of Tribes and communities in Inyo, Mono, Kern, Tulare, Kings, Fresno and Ventura Counties. **The Owens Valley Career Development Center is seeking proposals from responsible qualified independent contractors to coordinate and provide Equestrian services/lessons to include cultural and historical educational components weekly in Bishop, California to TANF eligible participants including children 5-18. Contractor will instruct all students in horse care, proper riding techniques, safe riding skills and include information on indigenous peoples' relationship and history with horses. Contractor will attend an initial orientation session with OVDCD each year. OVDCD is seeking no more than 19 lessons of at least one hour including horse & tack each week. This project will be funded entirely with Government Grant funds.**

All OVDCD 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, 2 CFR Section 200.321 requiring OVDCD 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 Proposal. For questions on this RFP please contact OVDCD:

PROPOSAL:

Proposals should be sent to:
Owens Valley Career Development Center
Purchasing/Contracts Administrator
P.O. Box 847 (93515)
2574 Diaz Lane (93514)
Bishop, CA
E-MAIL: 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

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.

OVCDC is seeking bids from qualified vendors to provide The Owens Valley Career Development Center is seeking proposals from responsible qualified independent contractors to coordinate and provide Equestrian services/lessons to include cultural and historical educational components weekly in Bishop, California to TANF eligible participants including children 5-18. Contractor will instruct all students in horse care, proper riding techniques, safe riding skills and include information on indigenous peoples' relationship and history with horses. Contractor will attend an initial orientation session conducted by OVCDC each year. Contractor will provide no more than 19 lessons of at least one hour including horse each week. No more than 4 participants will be allowed in a lesson and each participant receiving a lesson, whether individual or in a group up to 4, will count as one of the total of 19 lessons allowed each week. Each student will receive only one lesson per week unless otherwise specifically agreed. Rates may be bid by lesson or by student as agreed. Horses and equipment must be provided by the Contractor. Successful bidder must provide proof of insurance and pass a criminal background check conducted by OVCDC HR before working with children. PLEASE NOTE THAT LESSONS WILL BE PROVIDED BY REFERRAL FROM OVCDC TANF ONLY AND ATTENDANCE MUST BE CONFIRMED BY PARENT SIGNATURE. An Agreement for a period of one (1) year is anticipated. OVCDC may extend any agreement awarded at its sole discretion for no more than two additional periods of one year.

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

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

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 Invitation for Bids/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, Employer ID or SSN. Please place the date on your proposal.

OVCDC 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 transactions to be completed and services to be provided 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) Business Stability and Service Locations: 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. facilities, staff, equipment, workload etc.). Provide financial information for the past three years which may include financial statements, audits and other information sufficient for OVCDC to determine the stability of your business. 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 including all specific agreement terms requested.

- 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) Production/Delivery Schedule: Please state the amount of time needed to complete 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.”

Specialized or Specific Qualifications and Experience: State professional and company experience which is relevant to the proposed project, i.e. experience working with OVDCDC or other Government agencies and especially with other American Indian Tribal Governments or Tribal Organizations.

- 8) 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)

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 OVDCDC in evaluating your proposal. If requested by OVDCDC, a detailed itemized cost statement must be submitted. Expenses and fees for the project must be broken down and all expenses or fees that are anticipated must be itemized (i.e. freight, taxes, materials, transportation, 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 OVDCDC using the following criteria:

1. Responsiveness of proposal in clearly stating an understanding of the work to be performed and ability to perform the work; (15 Points)

2. Qualifications/experience of firm & key personnel to be assigned to the project; (15 Points)
3. Capabilities, Resources and Reliability to Perform Services; (40 Points)
 - a) Demonstrated Capabilities to Provide Service (10 Points)
 - b) Demonstrated Resources/Capacity to Perform (10 Points)
 - c) Firm commitment to meet delivery schedule including to meet deadlines and operational requirements (10 Points),
 - d) Past Performance (5 Points)
 - e) Financial Stability (financial statements may be requested) (5 points);
4. Price (including cost & expenses); (25 Points)
5. Experience working with a Tribe or Tribal Organization and in multi-cultural environments. (5 points)
6. Preference (Preference will be implemented by award to Bids up to 10% higher in price than the lowest bid or by adding up to 10 points to base score. [Documentary proof of eligibility must be submitted with Proposal]
 - a) Is your business or organization minority owned?
 - b) Is your business or organization woman owned?
 - c) Is your business or organization Native American owned?
 - d) Does your business or organization partner with or provide services for any other Native American Organization?

Total

100%-100 Points

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

All OVDCD 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 OVDCD to take all necessary affirmative steps to assure minority firms, women’s business enterprises and labor surplus area firms are used when possible. All preference requires documentary proof to be provided with the proposal or preference will not be allowed. 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 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

OVCDC encourages the utilization of businesses within its service area. To promote participation of local business enterprises in the competitive selection process, OVCDC 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 OVCDC'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 standard consultant 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 Purchasing/Contracts Administrator or designee.

OVCDC Purchasing/Contracts Administrator or designee is 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 Finance Director.

IX. PAYMENT

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.

Payment will be made to the contractor based on progress achieved. Invoices may not be accepted on more frequent intervals than once per month or less often. Invoices requesting payments will be prepared and submitted containing at least the following information: Agreement number, description of services or specific vehicle the charge relates to, 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 IFB/RFPs in the future. This IFB/RFP is in no way an agreement or obligation and in no way is OVCDC 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 IFB/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 IFB/RFP. Delivery to other than the name and address specified in this IFB/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 OVCDC 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 IFB/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 OVCDC will consider alternate language proposed by a person or business submitting a proposal, OVCDC will not be bound by Agreement language received as part of the response. If the person or business submitting a proposal requires that OVCDC be bound by some or all of the alternate Agreement language, the proposal may be considered non-responsive and may be rejected.

OVCDC 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 OVCDC. The Agreement will be signed by the Contractor and returned within ten (10) 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 OVCDC including the OVCDC Human Resources and Finance Departments.

Failure of Contractor 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. Unless otherwise agreed, 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 OVCDL, 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 OVCDL can only be provided by the written consent of the OVCDL 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 OVCDL or any consortium member Tribe.”

XIV. AWARD

After evaluation of Best and Final Offers, if any, the purchase shall be awarded to the most responsive and responsible vendor whose offer is the most advantageous to OVCDL. OVCDL reserves the right not to make any award. An award may be split between multiple vendors.