

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

Request for Proposals 24-25-63

DATE: March 14, 2025

PROJECT TITLE: OVDC 401k Plan Financial Advisor/Participant Services Provider/Education Provider

PROPOSAL DUE DATE: Proposals must be received by April 18, 2025 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. OVDC 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. **OVDC is seeking bids from qualified vendors to provide services as an independent 401k Plan Financial Advisor/Participant Services Provider/Education Provider. This project will be funded entirely with Government Grant funds. Any Agreement awarded from this RFP is for a period of three years (“Initial Term”) and the Agreement may be extended for no more than two (2) additional periods of one (1) year. (“Renewal Terms”).**

All OVDC 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 OVDC 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), the successful bidder will be obligated to comply with **TERO (Tribal Employment Rights Ordinance)** of the applicable Tribe, as well as with all rules and regulations, and orders of the applicable TERO Commission. Tribal 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 Agreement (“CPA”) and payment of fee of 4% of the total contract price for any contract 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.

ACTION REQUIRED: You are invited to review and respond to the Request for Proposal. For questions on this RFP please contact OVDC:

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:

**Talaya Arias, Purchasing/Contracts Administrator
Telephone: 760-873-5107 Ext. 445
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 Advisors to provide management advice and consultation on its employee retirement 401k account(s) on a non-discretionary basis. Compensation will be paid directly by OVCDC to Advisor. Flat monthly, quarterly or annual fee not based on a percentage of Plan assets is preferred method of compensation. Other transparent methods of compensation will be considered including a reasonable percentage basis.

Advisor must secure OVCDC and participant permission prior to effecting securities transactions for OVCDC or Participants in the respective broker-dealer account(s).

Advisor will give OVCDC Executive Management and its enrolled Plan Participants the benefit of Advisor's continuing study of economic conditions, securities markets and other economic and regulatory issues. On the basis of these studies and expert knowledge, Advisor will provide advice from time to time regarding the allocation of assets, including the specific allocation of money market funds, stocks & bonds, CDs, municipal and government securities, mutual funds, unit investment trusts, annuities, and other appropriate or applicable investments.

Advisor, after consulting with OVCDC, as necessary, will recommend that OVCDC establish and maintain in its name, accounts into which it shall deposit funds and/or securities, which shall be referred to as, managed assets.

OVCDC may at any time increase or decrease its managed assets. OVCDC account(s) will, at all times, be held solely in its name and will require its authorization for withdrawal.

OVCDC will receive statements directly from its broker/dealers, mutual funds and other money managers, as appropriate.

Advisor will provide guidance on relevant regulatory matters and relevant legal issues including referral to appropriate service providers (accountants and lawyers) as needed for Sponsor/Fiduciary and Participants.

Advisor will review and make recommendations on applicable OVDC Policies and provide draft investment Policies to assist the Plan Sponsor/Fiduciary.

Advisor will review and discuss the investment objectives, risk tolerance and goals of the Plan, Plan Sponsor/Fiduciary and Plan Participants.

Advisor will review the investment options available to the Plan as necessary and not less than quarterly and will assist in evaluation of the investment options and provide information, analysis and recommendations as appropriate. At least annually, Adviser will provide information, analysis and recommendations in a written report to inform and assist the Plan Sponsor/Fiduciary on selection of the appropriate investments to be included in and/or removed from the Plan.

Advisor will prepare and provide quarterly reports and at least one annual report each year containing information and recommendations to assist the Plan Sponsor/Fiduciary in monitoring the Plan's Administrators, Investment Manager(s), Recordkeeper(s) and Trustee(s). Currently, the OVDC Plan is administered by Encore (Great West Retirement Services).

Advisor will analyze and examine all fees, expenses, costs and other charges from all sources to the Plan, Plan Sponsor/Fiduciary and Plan Participants. Advisor will report on all fees, expenses, costs and other charges from all sources and make them transparent to the Plan Sponsor/Fiduciary and Participants. Adviser's services will include assistance, if necessary, in requesting and obtaining additional information about Plan and Fund fees, expenses, costs and other charges. Adviser will provide periodic benchmarking not less than once per year, of fees and services to support determinations on reasonableness and effectiveness.

Advisor will review and make recommendations to assist the Plan Sponsor/Fiduciary to select the Plan's QDIA(s) for Plan participants that fail to direct the investment of their accounts and provide periodic reports to monitor the investments in QDIA(s).

Advisor will providing on site personal contact availability Group Enrollment services for not less than six (6) days per year total. Sessions to be arranged and agreed on at OVDC site locations including Bishop, CA, Fresno, CA and Bakersfield, CA. Additionally, Adviser will provide Investment Education Sessions to Plan Participants as requested and agreed by both parties but not more than two Investment Education Sessions per year.

Advisor agrees to be available by phone and email to OVDC management and current plan participant employees during normal business hours for discussions relating to the OVDC 401K Plan. Any additional services provided to the plan participants on a personal basis will be negotiated and agreed upon as necessary.

Advisor will provide periodic Participant updates or a periodic employee newsletter.

Advisor will develop and review Participant Education and Communication Strategy, including ERISA 404(c) Requirements and providing guidance, in coordination and Sponsor reconciliation of Participant Disclosures under ERISA Rule 404(a)

OVDC acknowledges that past performance of investments recommended by Advisor should not be construed as an indication of future results, which will prove to be better or worse than past results. OVDC's INVESTMENTS WILL GO UP OR DOWN, DEPENDING ON MARKET CONDITIONS. Advisor will make no promises, guarantees or warranties that any of the services will result in a profit to OVDC or its participants. OVDC may rely on information furnished by Advisor to be reasonably accurate and reliable.

Any Agreement awarded may be modified upon such terms as may be mutually agreed upon in writing. The Agreement is terminable by OVDC at any time, for any reason, for cause or convenience. Any fees paid in advance are refundable on a prorated basis. Either party may terminate the Agreement upon thirty (30) days written notice. The Agreement is not assignable by Advisor without the advance written consent of OVDC.

A current summary statement for the OVDC 401K plan will be provided upon request to qualified bidders.

2) Requirements

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

3) Reports Required

a) If required by Agreement only

b) The reports will be submitted to OVDC at the following address:

OVDC
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 OVDC 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 OVDC in evaluating your proposal. If requested by OVDC, 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

1. Business stability, approach/ability to prepare clear transparent reporting documentation and complete clear understandable transactions. (10%-10 Points)
2. Schedule and ability to meet deadlines, timeframes and operational/delivery requirements as requested/flexibility; (15%-15 Points)
3. Quality of Services, Financial & Training Tools Offered (20%-20 Points)
4. Cost(s)/Price; (30%-30 Points)
5. Knowledge & Experience of key personnel and staff to be assigned to the account; (10%-10 Points)
6. Educational resources for participants and availability to provide OVDC staff development; (10%-10 Points)

7. Access to providers, funds and plan options (5%-5 points)

Total 100%-100 Points

IV. INDIAN (INDIGENOUS) AND OTHER PREFERENCE APPLICABLE [UP TO 10% TOTAL]

All OVDC 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 OVDC 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**. Preference requires documentary proof to be provided with the proposal or preference will not be allowed. For Indian (Indigenous) Preference to be applied: proof of enrollment in a federally recognized tribe must be submitted with the proposal. For Indian (Indigenous) owned businesses to receive preference, proof of enrollment in a federally recognized tribe and more than 50% Indian (Indigenous) ownership of the business must be submitted with the proposal. Indian preference can be allowed with an affirmative statement regarding training and employment of Indians (Indigenous) 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

OVDC encourages the utilization of businesses within its service area. To promote participation of local business enterprises in the competitive selection process, OVDC 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 OVDC’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 three years (“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, OVCDC 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 OVCDC offices in Bishop, California.

XIII. OVCDC 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

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 OVCDC. OVCDC reserves the right not to make any award. An award may be split between multiple vendors.