



**CONFEDERATED TRIBES OF SILETZ INDIANS
CULTURE DEPARTMENT**

Request for Qualifications/Proposals

For Creating Historical and Cultural Curriculum

Issue date:

10-8-18

Closing location:

MAIL ONLY:	COURIER/BY HAND:
CTSI Admin Building. PO Box 549 Siletz, OR 97394 Attention: Alfred "Bud" Lane III	CTSI Admin Building. 201 Swan Ave Siletz, OR 97394 Attention: Alfred "Bud" Lane III

Closing date and time:

Response must be received before 4:00 PM Pacific Time on **Friday, December 28th, 2018**

Contact person:

Alfred "Bud" Lane III, Tribal Language & Traditional Arts Instructor

Cell: (541) 270-5015

Phone: (541) 444-8320

Fax: (541)-444-8392

budl@ctsi.nsn.us

Request for Proposals for Curriculum Developer

INTRODUCTION & INSTRUCTIONS

Background. The Confederated Tribes of Siletz Indians (CTSI) provides Athabaskan Language and Cultural Education services to tribal families through the Administrative offices in Siletz and three satellite offices in the cities of Portland, Salem and Eugene. The Tribe also provides Athabaskan Language classes at the Siletz Valley School in Siletz. The Tribe desires to create Historical and Cultural curriculum for use in Oregon public schools.

Purpose of the RFP. CTSI is soliciting proposals for a consultant to develop a Siletz Historical and Cultural curriculum for Grade 4, 8 & 10, with a total of 45 lessons. The contract period begins on Jan. 10th, 2019 and a completion date of June 30th, 2019.

Location of Work. The work may be performed anywhere with the understanding that travel to Siletz OR for consultation with appropriate staff will be required as the Curriculum is developed. Some consultation may occur by other means.

Unrestricted Solicitation

This solicitation is not restricted to Indian-owned economic enterprises, organizations or persons but award is subject to Indian preference in accordance with the Tribal Plan of Operations §2.019(c)(4)(D)(ii). Bidders may submit evidence of eligibility for Indian preference with their Bid or at any time prior to Dec. 28th, 2018 no later than 4:00 pm Pacific Time. (see Contact, below).

Contact Person

Bidder may direct questions regarding this RFP to:

Attention: Alfred "Bud" Lane
Confederated Tribes of Siletz Indians
P.O. Box 549
Siletz, Oregon 97380
Phone: (541)444-8320
Cell: (541)270-5015
Fax: (541)444-8392
Email: budl@ctsi.nsn.us
Office: CTSI Culture Dept. Siletz, Oregon 97380

Proposal Submission

The proposal must be received by the contact person at the above address no later than Dec. 28th, 2018 at 4:00 p.m. Pacific Time. Bids can be mailed or hand delivered in sealed envelopes marked "Siletz Historical and Cultural Curriculum Developer - BID". Proposals will be opened and review will begin after the deadline established for receipt of proposals. Proposals will be opened publicly at the CTSI offices and will be available for public inspection after the award of the contract.

Proposal Tenure

All proposals shall include a statement that the proposal shall be valid until contract award but no more than ninety (90) calendar days from the proposal due date.

Incurred Expenses

CTSI shall not be responsible for any expenses incurred by Bidders in responding to this RFP. All costs incurred by Bidders in the preparation, transmittal or presentation of any proposal or material submitted in response to this RFP will be borne solely by the Bidder.

Cancellation of RFP or Rejection of Proposals

CTSI may cancel this RFP at any time for any reason. CTSI may reject any and/or all proposals for any reason as determined by CTSI.

Evaluation of Proposals, Award Notice, Negotiation

The Programs II Manager and Evaluation Team will open the bids and will decide when the specified time has arrived; no bid received thereafter will be considered. Responses will be evaluated by an Evaluation Team made up of three Tribal Employees and/or Supervisors using the criteria listed in Parts II and III below, with final selection to be made by the CTSI General Manager.

CTSI shall award the contract to the Bidder whose proposal(s) is deemed to be most advantageous to CTSI. If a Bidder's proposal is reasonably likely, in CTSI's discretion, to be selected, CTSI may provide the Bidder an opportunity to discuss and revise their proposal prior to award for the purpose of obtaining a final and best offer. Proposals shall be evaluated on the criteria listed in Part II and III below. The award is contingent upon successful negotiations of a final contract between CTSI and the Bidder whose proposal is accepted by CTSI. A sample contract is attached as Exhibit A.

Award Notice

CTSI shall provide written notice of the award to all Bidders within 10 business days of the date of the award.

Proposal Confidentiality

Until the award is made and notice is given to all Bidders, no employee, agent, or representative of a Bidder shall make available or discuss its proposal with any officer, member, employee, agent or representative of CTSI other than the Contact Person, except in response to inquiries from the Contact Person as part of the evaluation process. Until the award is made and notice of award is given to all Bidders, CTSI will not disclose the contents of any proposal or discuss the contents of any proposal with any Bidder or potential Bidder.

Irregularities in Proposals

CTSI may, at their discretion, waive technical irregularities in the proposal format of any Bidder selected for award, which do not alter the price, quality or quantity of the services offered.

Certification of Compliance with Law

Successful Bidders will be required to comply with applicable Tribal, state and federal laws, regulations, and executive orders.

Protest

To be filed under CTSI's Tribal Plan of Operations §2.019(c)(9)&(10). Available at <http://www.ctsi.nsn.us/Ordinances/Tribal>.

Part II: Minimum Qualifications and Requirements

CTSI is seeking a Consultant, whether a single person or organization that can effectively and independently prepare and deliver a Grade 4, 8 & 10 Siletz Historical and Cultural curriculum. Only those who meet the following minimum criteria are eligible to submit a proposal pursuant to this RFP:

1. Bidder must document that the person who will perform the contract work has a Masters Degree in Education, or related field.
2. Bidder must document a minimum of one year experience in curriculum development.
3. Bidder must include three references which verify the Bidder's experience. Bidders must provide the reference organization's name, a contact within that organization, telephone number of the contact and email address for the contact. A letter from the reference may satisfy this requirement; however, if no letter accompanies the proposal, CTSI's Human Resource department will verify the experience.

Part III: Evaluation Factors

CTSI shall award the contract to the Bidder whose proposal is most advantageous to CTSI. Proposals meeting minimum qualifications shall be evaluated solely on the terms listed below. Proposals shall be scored on a scale from 1 to 100 based on the criteria listed below.

Experience and Capability

Bidder's skill, knowledge, qualifications, and experience in similar projects will be considered under this evaluation factor. This rating will focus on the persons assigned to the CTSI contract, and on the characteristics of the Bidder firm as a whole, if applicable.

Maximum Points: 30

Indian Preference

Indian-owned and controlled companies or individuals claiming Indian preference will receive preference in accordance with 25 U.S.C. §450e(b)(7). Companies claiming Indian preference must furnish adequate proof of at least 51% Indian ownership and control with their proposal in order to secure Indian Preference points. Individuals must provide a CIB or Indian tribal ID card.

Maximum Points: 30

Evidence of Completeness and Quality of Curriculum Development

The extent to which the Bidder describes the steps he or she would take to complete the proposed Curriculum will be a major factor to be considered.

Maximum Points: 40

Proposal Format and Instructions to Bidder

Proposals submitted to CTSI must, at a minimum, contain the following information and shall be organized as follows:

A. Letter of Transmittal

Include at least the following information:

- a. Name, address and telephone number of Bidder;
 - b. A signature of the Bidder or of any partner, officer or employee who certifies that he or she has the authority to bind the Bidder;
 - c. Date of Proposal;
 - d. A statement that the Submitted proposal is valid for 90 days after the deadline for submission of proposals.
- B. Names and resumes of the key personnel including support staff, if any, to be assigned to the project. Resumes describing the qualifications of personnel to be utilized in the performance of this contract must show, at a minimum, the person's name, education, position, certifications, and total years and types of experience relevant to the performance of the contract.
- C. References. Please provide names of at least three references of persons who have worked with the same primary personnel as described above.
- D. Proposal for delivering services, including organization of responsibilities, a general timeline conforming to this RFP's anticipated contract period beginning on Jan. 13th 2019 and a completion date of June 30th, 2019, work plan, approach and the availability of personnel for consultation and discussion as necessary to serve the needs of CTSI. Unit 1 must be completed by Feb 28st 2019. Unit 2 must be completed by April 15th 2019. Unit 3 must be completed by June 30th 2019.
- E. Disclosure: Please provide a statement disclosing:
- a. Any current or proposed business transaction between Bidder and any CTSI officer, employee or any other Tribal entity which may give rise to a claim of conflict of interest. Bidder shall warrant that it has no interest, direct or indirect, which would conflict in any manner or degree with the performance of services required under this contract.
- F. Litigation. Please describe any material, current or pending litigation, administrative proceedings or investigations that could impact the reputation or financial viability of your firm.

- G. Sample Lesson. Please include a sample of the type of lesson plan you would deliver to CTSI.
- H. CTSI requires that Bidder be an Equal Opportunity Employer, if applicable. Please state that Bidder complies fully with all government regulations regarding nondiscriminatory employment practices and provide a copy of any written EEO, ADA or affirmative action policies presently followed by Bidder.
- I. Statement of Qualifications.
- J. Proof of Indian Preference.

Submission Procedures

- A. In accordance with the Proposal Submission section in Part I above, one signed original copy of the Proposal must be submitted to the Contact Person by the submission deadline.
- B. Incomplete proposals shall not be considered.
- C. Discussion may be conducted with Bidder to provide clarification, but proposals may be selected or rejected without such discussions.

EXHIBIT A
CONFEDERATED TRIBES OF SILETZ INDIANS
PERSONAL SERVICES CONTRACT

THIS AGREEMENT is made this ____ day of _____, 2019, by and between the

TRIBE: Confederated Tribes of Siletz Indians
P.O. Box 549
Siletz, OR 97380

And

CONTRACTOR: _____

ARTICLE 1. TERM OF CONTRACT

Section 1.01. This agreement will become effective on _____, 2019 and will continue in effect until the project is completed on or around _____, 2019, or until terminated in accordance with the provisions of Article 8 of this agreement.

ARTICLE 2. INDEPENDENT CONTRACTOR STATUS and MAXIMUM COSTS

Section 2.01. It is the express intention of the parties that Contractor is an independent contractor and not an employee, agent, joint venture, or partner of Tribe. Nothing in this agreement shall be interpreted or construed as creating or establishing the relationship of employer and employee between Tribe and Contractor. Both parties acknowledge that Contractor is not an employee for state or federal tax purposes. Contractor shall retain the right to perform services for others during the term of this agreement.

Section 2.02. Should any judicial or administrative proceeding determine that the Contractor is an employee of the Tribe for any reason, the amounts payable under this contract shall be reduced by an amount equal to the total tax liability that may be determined. If payment has already been made to the Contractor, then Contractor shall remit such amount due or arrange with the Tribe to have that amount withheld from future payments to Contractor. Any determination of employment status as above shall be solely for the purposes of the particular tax in question and for all other purposes of this contract the Contractor shall not be considered an employee. Should a court determine that Contractor is an employee for any other purposes, Contractor agrees to an offset of its payments otherwise due, such that the Tribe's total financial liability shall be no greater than it would have been if the determination were not made.

ARTICLE 3. SERVICES TO BE PERFORMED BY CONTRACTOR

Specific Services

Section 3.01. Contractor will develop Siletz Historical and Cultural curriculum for Grade 4, 8 & 10, with a total of 45 lessons.

Method of Performing Services

Section 3.02. Contractor will determine the method, details, and means of performing the above-described services.

Place of Work

Section 3.03. The Contractor's place of business will be the primary work site for performance of the services provided under this agreement.

ARTICLE 4. COMPENSATION

Section 4.01. In consideration for the services to be performed by Contractor, Tribe agrees to pay Contractor _____ (\$_____) dollars per hour, not to exceed _____ hours.

The Tribe shall pay Contractor for services on a monthly basis. Contractor shall submit monthly billings to the Programs II Manager. Any costs not agreed upon in advance with the Programs II Manager shall be the sole responsibility of the Contractor.

Payment will be made within 15 days of receipt of itemized invoices detailing work. Each payment shall cover only those services that have been performed as of the last day of the immediately preceding monthly period. Unless otherwise agreed, payments shall be made by U.S. mail to the address of the Contractor as set forth in the signature block of this contract. The Tribe shall not pay any interest, penalties or late charges on any payment made after the date specified for payment.

The Contractor will forfeit any time or costs not properly billed and the Tribe will no longer be responsible for any sums, which would have otherwise been due, but for the failure to submit a prompt invoice.

ARTICLE 5. OBLIGATIONS OF CONTRACTOR

Tools and Instrumentalities

Section 5.01. The Contractor will supply all tools and instrumentalities required to perform the services under this agreement. Contractor is not required to purchase or rent any tools, equipment, or services from Tribe.

Worker's Compensation

Section 5.02. Contractor agrees to provide workers compensation insurance for Contractor's employees and agents and agrees to hold harmless and indemnify Tribe for any and all claims arising out of any injury, disability, or death of any Contractor's employees or agents.

Indemnification of Liability

Section 5.03. Tribe agrees to indemnify and hold harmless Contractor against expenses actually or necessarily incurred by Contractor (including attorneys fees) in connection with the defense or settlement of any action, suit or proceeding brought or threatened in which Contractor might be made a third party by reasons of having been engaged by Tribe, except in relation to matters as to which Contractor shall be adjudged in such action, suit or proceeding to be liable for negligence or misconduct in the performance of their duties. Such indemnification shall not be deemed exclusive of any other rights to which Contractor may be entitled under any law, agreement or otherwise.

Section 5.04. Contractor shall indemnify and hold Tribe harmless against any and all liability imposed or claimed, including attorney's fees and other legal expenses, arising directly or indirectly from any act or failure of Contractor or Contractor's assistants, employees, or agents, and adjudged in any action, suit or proceeding to be negligent or to arise from misconduct in the performance of Contractor's duties, including all claims relating to the injury or death of any person or damage to any property.

State and Federal Taxes

Section 5.04. Because Contractor is not the Tribe's employee, Contractor is responsible for required state and federal taxes. In particular:

- Tribe will not withhold FICA (Social Security) from Contractor's payment;
- Tribe will not withhold state or federal unemployment insurance contributions on behalf of Contractor;
- Tribe will not withhold state or federal income tax from payment to Contractor;
- Tribe will not obtain worker's compensation insurance on behalf of Contractor.

ARTICLE 6. OBLIGATIONS OF TRIBE

Section 6.01. Tribe agrees to facilitate all reasonable requests of Contractor and provide access to all persons, information, and/or documents reasonably necessary to the performance of Contractor's duties under this agreement.

ARTICLE 7. INTELLECTUAL PROPERTY AND CONFIDENTIALITY.

Section 7.01. Contractor recognizes and agrees that all copyrights, trademarks, or other intellectual property rights to created works arising in any way from, or related to, the Contractor's contract with the Tribe are the sole and exclusive property of the Tribe. Contractor agrees to not assert any rights to

those works against Tribe or any third parties, and agrees to assist Tribe in any way requested to procure or protect Tribe's rights to those works.

Section 7.02 Contractor will maintain in confidence any information about Tribe, Siletz Community entities, and/or tribal or community members, which is confidential information or which might reasonably be expected by Contractor to be regarded by Tribe as confidential and will not use that information except for the benefit of Tribe.

ARTICLE 8. TERMINATION OF AGREEMENT

Section 8.01. This agreement shall terminate automatically upon receipt of written notification received by either party for a default in the performance of this agreement or material breach of any of its provisions.

Termination by Tribe for Default of Contractor

Section 8.02. Should Contractor default in the performance of this agreement or materially breach any of its provisions, Tribe, at Tribe's option, may terminate this agreement by written notification to Contractor.

Termination by Contractor for Default of Tribe

Section 8.03. Should Tribe default in the performance of this agreement or materially breach any of its provisions, Contractor, at the Contractor's option, may terminate this agreement by giving written notice to Tribe.

ARTICLE 9. GENERAL PROVISIONS

Notices

Section 9.01. Any notices to be given hereunder by either party to the other may be either by personal delivery in writing or by mail, registered or certified, postage prepaid, return receipt requested. Mailed notices shall be addressed to the parties at the address appearing in the introductory paragraph of this agreement, but each party may change the address by written notice in accordance with this paragraph. Notices delivered personally will be deemed communicated as of actual receipt; mailed notices will be deemed communicated as of two days after mailing.

Entire Agreement of Parties

Section 9.02. This agreement supersedes any and all agreements, either oral or written, between the parties hereto with respect to the rendering of services in any manner whatsoever. Each party to this agreement acknowledges that no representations, inducements, promises or agreements, orally or otherwise, have been made by any party, or anyone acting on behalf of any party, which are not embodied herein, and that no other agreement, statement, or promise not contained in this agreement shall be valid or binding. Any modification of this agreement will be effective only if it is in writing and signed by the party to be charged.

Partial Invalidity

Section 9.03. If any provision in this agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions will nevertheless continue in full force without being impaired or invalidated in any way.

Sovereign Immunity

Section 9.04. Nothing in any provision of this agreement shall be construed to waive the sovereign immunity of the Confederated Tribes of Siletz Indians.

Governing Law

Section 9.05. This agreement will be governed by and construed in accordance with the laws of the Confederated Tribes of Siletz Indians and shall be subject to exclusive jurisdiction of the Siletz Tribal Court.

Executed at Siletz, Oregon on the date and year first above written,

CONTRACTOR:

Printed Name: _____

Social Security Number / Taxpayer ID Number: _____

TRIBE: Confederated Tribes of Siletz Indians

By: _____

General Manager

Exhibit B

Bid Schedule for Line Item Services and Expenses

Attach this page (or duplication) to your proposal. Fill all applicable spaces.

Proposed Stipulated Sum amount \$ _____

The curriculum will consist of 3 units containing 5 lessons each per grade level.
The curriculum in the 45 lessons must teach about:

Unit 1

1. Time prior to the arrival of the Europeans \$ _____
2. Language \$ _____
3. Stories and Oral History \$ _____
4. The Nee-Dash \$ _____
5. Basketry and Clothing \$ _____

Unit 2

6. Hunting and Fishing \$ _____
7. Animals and Plants \$ _____
8. Transportation and Housing \$ _____
9. Western Oregon Tribes of the Siletz Confederation \$ _____
10. The 8 Western Oregon Treaties \$ _____

Unit 3

11. 1855 Executive Order creating the Siletz Reservation \$ _____
12. Reservation Reductions and Allotments \$ _____

13. The Termination time period \$ _____

14. The Restoration era \$ _____

15. Sovereignty and Tribal Government Today \$ _____

Total _____