

**STATE OF WASHINGTON
OFFICE OF SUPERINTENDENT OF PUBLIC INSTRUCTION
OLYMPIA, WASHINGTON**

**INFORMAL SOLICITATION No. 2020-20
Tribal Sovereignty Curriculum Training, Lesson Development, & Website Editing**

DUE DATE: 4:00 p.m., Pacific Standard Time (PST)/Pacific Daylight Time (PDT) on October 17, 2019 and open until filled.

ESTIMATED CONTRACT PERIOD: November 1, 2019 through June 30, 2020. Amendments extending the period of performance, if any, shall be at the sole discretion of OSPI.

BIDDER ELIGIBILITY: This Informal Solicitation is open to those Bidders that satisfy the minimum qualifications stated herein and that are available for work in Washington State.

All communications concerning this Informal Solicitation must be directed only to the Informal Solicitation Coordinator via email. Any other communication will be considered unofficial and non-binding on OSPI. Bidders are to rely on written statements issued by the Informal Solicitation Coordinator. Communication directed to parties other than the Informal Solicitation Coordinator may result in disqualification of the Bidder.

*This Informal Solicitation is available at the Office of Superintendent of Public Instruction (OSPI) website located at [OSPI's website](#) and at the Department of Enterprise Services, [Washington Electronic Business Solution \(WEBS\) Procurement website](#). All Informal Solicitation amendments or Bidder questions and OSPI answers will be posted to these sites. All interested Bidders must be registered with WEBS under the following commodity codes in order to receive notifications: **924-35** In-Service Training, **924-16** Course Development Services, Instructional/Training, **918-38** Education and Training Consulting*

OSPI, and its contractors and subcontractors, must not discriminate in any programs or services based on sex, race, creed, religion, color, national origin, age, honorably discharged veteran or military status, sexual orientation, gender expression, gender identity, disability, or the use of a trained dog guide or service animal by a person with a disability, and must comply with state and federal nondiscrimination laws, including Section 504 of the Rehabilitation Act of 1973, Title IX of the Education Amendments of 1972, the Americans with Disabilities Act, and Title VI of the Civil Rights Act of 1964. Questions and complaints of alleged discrimination should be directed to the Equity and Civil Rights Director at 360-725-6162/TTY: 360-664-3631; or P.O. Box 47200, Olympia, WA 98504-7200; or equity@k12.wa.us.

The Office of Superintendent of Public Instruction (OSPI) is initiating this Informal Solicitation to solicit proposals from consultants to work in conjunction with OSPI's Office of Native Education (ONE), to prepare for and co-conduct basic inservice training and training of trainer workshops for the "Since Time Immemorial (STI): Tribal Sovereignty in Washington State" online curriculum website. Training shall be provided through inservice training workshops coordinated by ONE, and informational/STI overview workshops will be provided at conferences, symposiums, etc. OSPI is also seeking consultants to edit and update the existing STI website content and develop new lessons for Grades K-8 and 4-12+.

The goal of the **Basic STI Training** is to provide workshop participants with an introduction to the curriculum website including navigation within the site to locate lesson plans, materials, etc., suggestions for contacting/working with local tribes, and sample lessons for infusing Native history cultural information into classroom curriculum. Basic Trainings are full day trainings.

The goal of the **STI Training of Trainers** is for participants to become familiar enough with the STI curriculum that they will be able to instruct others in its use. Consultants shall provide additional instruction in planning and conducting effective trainings, modeling classroom lessons in collaboration with the website, and strategies to collaborate with neighboring tribe(s). Training of Trainer Workshops are full day trainings.

Editing STI cultural resources will involve up to two hundred (200) hours. Contractor may be required to meet with co-editors to review suggested edits, identify website content to be updated, work with the OSPI website manager to initiate the updates, fix links, streamline access to videos, review additional teaching materials and resources for inclusion, etc.

Creation of new STI lesson resources will include development of up to twenty (20) lessons for Grades K-8, up to ten (10) additional units (units include individual lessons, levels, resources, materials, etc.) for Grades K-12+, and complete alignment of the units not currently aligned to appropriate state standards. Lessons and units shall be developed matching the current STI website format including teaching levels and/or Inquiry Design Model teaching materials/documents, and linking to relevant audio-visual resources.

The Office of Native Education is looking for up to ten (10) consultants for the Basic STI Training, up to five (5) consultants for the Training of Trainers and district implementation meetings, up to five (5) consultants for the STI resource editing/update component, and up to eight (8) consultants for the lesson development component. **Consultants shall indicate their interest in one or more of the positions/roles described below. Please include this information in the Project Work Plan.**

SCOPE OF WORK

The following areas are identified as the primary roles and responsibilities for the Contractors:

1. BASIC STI TRAINER

1. Attend at least one (1) STI basic training workshop planning committee with ONE staff to establish the agenda/PowerPoint, training materials, model lessons, etc.
2. Identify if additional training materials are needed and collaborate with ONE staff to develop these materials and/or lessons.

3. Conduct full and half day basic inservice training workshops for the STI online curriculum and present informational workshops at conferences, symposiums, etc., between November 1, 2019, and June 30, 2020 (dates and locations to be determined).

2. STI TRAINING OF TRAINERS (TOT)

1. Attend at least one (1) STI TOT workshop planning committee meeting with ONE staff and co-trainers to establish the agenda/PowerPoint, training materials, model lessons, etc.
2. Identify if additional training materials are needed and collaborate with ONE staff and co-trainers to develop these materials and/or lessons.
3. Conduct or co-conduct full day training of trainer workshops for the STI online curriculum between November 1, 2019, and June 30, 2020 (dates and locations to be determined).

3. STI CURRICULUM RESOURCE EDITING

Editing/updating the STI curriculum resources will involve up to two hundred (200) hours. Contractors shall meet with co-editors to identify suggested edits, updates and additional resources, work with ONE staff to initiate the updates, input additional lessons and resources, identify and fix linkage issues, streamline access to videos, etc.

4. STI UNIT AND LESSON DEVELOPMENT

Develop, format, and align to the Washington State Social Studies Standards, Washington State English Language Arts Standards, and Washington Environmental and Sustainability Standards, up to twenty (20) new lessons for Grades K-8 and up to ten (10) new units for Grades K-12+ including teaching levels, accompanying resources and teaching materials which will be added to the STI Curriculum website.

PERIOD OF PERFORMANCE

The initial period of performance of any contract awarded as a result of this solicitation is tentatively scheduled to begin on or about November 1, 2019, and be in force through June 30, 2020. The option to extend any contract resulting from this solicitation shall be at the sole discretion of OSPI.

As such, OSPI reserves the right to amend/extend the contract for four (4) additional contract years (July 1-June 30): 2020-21, 2021-22, 2022-23, and 2023-24. Decision to amend shall be based on sustained satisfactory performance as decided by the Superintendent's designee, successful completion of project objectives, and availability of funding.

BUDGET

It is anticipated that any contract awarded under this solicitation shall be in an amount not to exceed \$20,000 annually according to the following rates:

- STI Unit Development: \$2,500 per unit
- STI Lesson Development: \$900 per lesson
- Leading STI Basic and/or Training of Trainer workshops: \$600 per training workshop
- STI Curriculum Resources Editing/Updating: \$50 per hour

Any applicable mileage, meals, lodging, or other travel-related expenses, will be reimbursed in accordance with [Washington State travel regulations](#) established by the Office of Financial Management.

If OSPI determines it is necessary to increase the Contractor's involvement, OSPI may amend any awarded contract to increase the Contractor's involvement. Such amendment, if any, to increase or decrease the dollar value and extend the period of performance, shall be at the sole discretion of OSPI.

Per OSPI's indirect costs policy, the maximum amount that may be charged or included in grants and contracts is the following:

Entity	State Grants and Contracts	Federal Grants and Contracts
School Districts	State recovery rate	Federal indirect rates, per OSPI's agreement with the U.S. Department of Education
Educational Service Districts	Per annual letter of agreement by K-12 Financial Resources Division	Per annual letter of agreement by K-12 Financial Resources Division
All other entities (including higher education, non-profits, independent Bidders, etc.)	10%	10%

MINIMUM QUALIFICATIONS

Basic Trainers, and TOT:

This solicitation is open to individuals that meet the following minimum criteria:

1. Licensed to do business in the State of Washington. If not licensed, provide a written intent to become licensed within thirty (30) calendar days of being selected as the Apparently Successful Contractor.
2. Knowledgeable about the "Since Time Immemorial (STI): Tribal Sovereignty Curriculum in Washington State" online curriculum website.
3. Knowledgeable about strategies/processes to implement the STI Tribal Sovereignty Curriculum in Washington State online curriculum.
4. Has successfully completed the Basic and Training of Trainer trainings offered by the Office of Native Education/OSPI.
5. Has utilized the STI website in classroom or other venues.
6. Has modeled classroom lessons utilizing the units within the STI website.
7. Experience presenting in front of groups of twenty-five (25) or more adults.
8. Experience working with tribal communities.
9. *Preferred:* Knowledge, experience and/or training with the National Museum of the American Indian's Native Knowledge 360 curriculum is preferred since lessons from this curriculum are embedded within STI lessons.

STI Website Editing and New Lesson Development:

In addition to 1-6 above, Consultants shall have been involved in lesson development, lesson planning, contributed materials for inclusion within the STI website, and have an in-depth knowledge of all aspects of the STI curriculum design, layout, resources, etc.

Preferred: Previous assistance/experience with STI website editing and Native Knowledge 360 knowledge/training is preferred but not a requirement.

Bidders who do not meet these minimum qualifications shall be deemed to be non-responsive, will not be evaluated, and a score will not be assigned.

SCHEDULE

OSPI has the right to change this schedule as necessary.

Solicitation Released:	October 8, 2019
Complaints Due:	See Complaint Procedure
OSPI posts Q&A amendment (if needed):	October 11, 2019
Proposals Due:	October 17, 2019*
Evaluation:	October 18-21, 2019
Award:	October 22, 2019
Estimated Contract Start:	November 1, 2019

****This solicitation shall remain open until filled. However, to be considered for a contract beginning in November 2019, Consultants are strongly encouraged to submit proposals by 4:00 p.m. on October 17, 2019.***

PROPOSAL CONTENTS

The proposal is to be brief but should include:

1. Resume
2. Name, addresses, and telephone numbers of three (3) references. By submitting a proposal in response to this solicitation, the Bidder and team members grant permission to OSPI to contact these references and others, who from OSPI's perspective, may have pertinent information. OSPI may or may not, at OSPI's discretion, contact these references or others. Do not include current OSPI staff as references.
3. Project Work Plan (include roles sought as described under section "Statement of Work" above)
4. Cost proposal (see rates under section "Budget" above)
5. Certification and Assurances – Exhibit A
6. Contractor Intake Form – Exhibit B

Provide information regarding past performance by indicating if the Bidder has received notification of contract breach in the past five (5) years. This does not lead to automatic disqualification. However, OSPI reserves the right to disqualify Bidder's proposal based on the Bidder's historical performance.

Proposals will be evaluated by OSPI based on the response to the information requested above. All items above must be addressed for the proposal to be considered responsive.

All proposals shall be submitted electronically via email to the Informal Solicitation Coordinator noted below. Attachments to email shall be on Microsoft Office software and/or PDF format. OSPI does not assume responsibility for any problems in the email submission or delays caused by any delivery service. The Informal Solicitation Coordinator will respond with a confirmation email upon receipt of proposals.

Proposals are to be emailed to:

Office of Superintendent of Public Instruction

Informal Solicitation Coordinator: Johannah Renfro

Email: contracts@k12.wa.us

QUESTIONS

Any requests for information about this project are to be directed to Informal Solicitation Coordinator named above. Any other communication will be considered unofficial and non-binding on OSPI. Bidders are to rely on written statements issued by the Informal Solicitation Coordinator. Communication directed to parties other than the Informal Solicitation Coordinator may result in disqualification of the Bidder.

EVALUATION

The following weights will be assigned for bid evaluation purposes:

Experience/Staff Qualifications	10 points
Project Work Plan	10 points
Reference Checks (if determined necessary by OSPI)	10 points
Total Points Possible	30 points

OSPI reserves the right at its sole discretion to reject any or all proposals for any reason whatsoever prior to the execution of a contract. This solicitation does not obligate OSPI to contract for the services specified herein. The final selection, if any, will be the proposal, which in the opinion of OSPI best meets the requirements set forth in this solicitation, and is in the best interest of the State of Washington. OSPI is not obligated to select the lowest priced proposal. OSPI shall not be responsible for any costs associated with a Bidder's preparation of a proposal in response to this solicitation. OSPI reserves the right, at its sole discretion, to waive minor administrative irregularities.

The Contractor selected to perform the duties as outlined in this solicitation shall be required to sign a contract, including General Terms and Conditions. Bidders shall not propose their own standard contract or terms and conditions in response to this solicitation.

AMERICANS WITH DISABILITIES ACT

OSPI complies with the Americans with Disabilities Act (ADA). Bidders may contact the Informal Solicitation Coordinator to receive this Solicitation in an alternative format.

COMMITMENT OF FUNDS

Only authorized representatives of OSPI may legally commit OSPI to the expenditures of funds for a contract resulting from this Informal Solicitation. No cost chargeable to the proposed contract may be incurred before receipt of a fully executed contract.

PROPRIETARY INFORMATION/PUBLIC DISCLOSURE

Your entire response to this Informal Solicitation is a public record and will be disclosed consistent with the Public Records Act, Chapter 42.56 RCW.

A. CONFIDENTIAL DOCUMENTS

For the purposes of this Informal Solicitation, do not include confidential or proprietary information unless specifically requested by OSPI.

If OSPI requests confidential or proprietary information, you must clearly print the word "Confidential" on the lower right-hand corner of each page containing the confidential or proprietary information.

B. PUBLIC RECORDS REQUESTS

If a public records request seeks your proposal and the proposal contains pages clearly marked "Confidential", OSPI will take the following steps:

- i. We will notify you. We will identify the requestor and the date that OSPI will disclose the requested records.
- ii. We will give you an opportunity to seek a court order to stop OSPI from disclosing the records.
- iii. We will not evaluate or defend your claim of confidentiality. We will not withhold or redact your documents without a court order.

If you have any questions, refer to the [OSPI Public Records Office](#).

STATEWIDE VENDOR PAYMENT REGISTRATION

Vendors awarded contracts as a result of this solicitation are **required** to register as a Statewide Vendor (SWV). The SWV file is a central vendor file maintained by the Office of Financial Management for use by Washington State agencies in processing vendor payments. This allows you, as a vendor, to receive payments from all participating state agencies by direct deposit, the State's preferred method of payment. For online registration, visit: the [Department of Enterprise Services' website](#).

SMALL BUSINESS, WOMEN-/MINORITY - OR VETERAN-OWNED BUSINESS PARTICIPATION

In accordance with the legislative findings and policies set forth in chapter 39.19 RCW, the State of Washington encourages participation in all of its contracts by firms certified by the Office of Minority and Women's Business Enterprises (OMWBE). Participation may be either on a direct basis in response to this solicitation or on a subcontractor basis. For more information on certification, contact the [Washington Office of Minority and Women's Business Enterprises](#).

43.60A.200 encourages the participation of Veteran and Service Member Owned Businesses certified by the Washington State Department of Veterans Affairs RCW [43.60A.195](#). For more information on certification, contact [Washington State Department of Veteran Affairs](#).

Additionally, per Department of Enterprise policy, agencies are encouraged to buy from in-state small business, including microbusinesses and minibusinesses.

However, no preference will be included in the evaluation of proposals, no minimum level of MWBE participation shall be required as a condition for receiving an award, and proposals will not be rejected or considered non-responsive on that basis. Any affirmative action requirements set forth in federal regulations or statutes included or referenced in the contract documents will apply.

Self-Certification should be submitted with the Contractor Intake Form.

COMPLAINT PROCEDURE

The complaint process is available to Bidders interested in this solicitation. The complaint process allows Bidders to focus on the solicitation requirements and evaluation process and raise issues with these processes early enough in the process to allow OSPI to correct a problem before proposals are submitted and time expended on evaluations.

A Bidder may submit a complaint based on any of the following:

- The solicitation unnecessarily restricts competition;
- The solicitation evaluation or scoring process is unfair or flawed; or
- The solicitation requirements are inadequate or insufficient to prepare a response.

Bidders may submit complaints up to five (5) business days prior to the proposal due date noted in the Estimated Schedule of Procurement Activities. However, Bidders are encouraged to submit complaints as soon as possible so OSPI can rectify the issue(s) early in the process. Complaints must be submitted to the Informal Solicitation Coordinator. In order to be considered a valid complaint, the complaint must meet the following requirements:

- Must be in writing.
- Should clearly articulate the basis for the complaint.
- Should include a proposed remedy.

Complaints not received by the deadline noted in the Estimated Schedule of Procurement Activities will not be reviewed by OSPI. Failure by the bidder to raise a complaint at this stage may waive its right for later consideration.

The OSPI Contracts Administrator or an employee delegated by the Contracts Administrator will review valid complaints and respond to the submitter in writing. OSPI will consider all complaints but is not required to adopt a complaint, in part or in full. OSPI's response to the complaint is final and not subject to administrative appeal. The response, and any changes to the Informal Solicitation will be posted to WEBS prior to the proposal due date. Any complaint addressed during the complaint process cannot be raised during the protest process.

DEBRIEFING OF UNSUCCESSFUL PROPOSERS

Upon request, an individual debriefing conference will be scheduled with an unsuccessful Bidder. The request for a debriefing conference must be received by the Coordinator within three (3) business days after the Notification of Unsuccessful Bidder letter or e-mail is sent to the Bidder. The debriefing must be held within three (3) business days of the request, unless otherwise agreed upon by the Informal Solicitation Coordinator and Bidder.

Discussion will be limited to a critique of the requesting Bidder's proposal. Comparisons between proposals or evaluations of the other proposals will not be allowed. Debriefing conferences may be conducted in person or on the telephone and will be scheduled for a maximum of one hour.

PROTEST PROCEDURE

This protest procedure is available to Bidders who submitted a response to this solicitation document and who have participated in a debriefing conference. Upon completion of the

debriefing conference, the Bidder is allowed five (5) business days to file a protest of the acquisition with the Informal Solicitation Coordinator. Protests may be submitted by fax or email, but should be followed by a hard copy document.

Bidders protesting this procurement shall follow the procedures described below. Protests that do not follow these procedures shall not be considered. This protest procedure constitutes the sole administrative remedy available to Bidders under this procurement.

All protests must be in writing and signed by the protesting party or an authorized Agent. The protest must state the grounds for the protest including specific facts and complete statements of the action(s) being protested. The protesting party may submit with the protest any documents or information deemed relevant. A description of the relief or corrective action being requested should also be included. All protests shall be addressed to the Informal Solicitation Coordinator.

Only protests stipulating an issue of fact concerning the following subjects shall be considered:

- A matter of bias, discrimination or conflict of interest on the part of the evaluator/evaluation team;
- Errors in computing the score; and/or
- Non-compliance with procedures described in the procurement document or OSPI policy.

Protests not based on procedural matters will not be considered. Protests will be rejected as without merit if they address issues such as: 1) an evaluator's professional judgment on the quality of a proposal, 2) OSPI's assessment of its own and/or other agencies needs or requirements, or 3) a complaint raised during the Complaint Procedure.

Upon receipt of a protest, a protest review will be held by OSPI. OSPI's Contracts Administrator or an employee delegated by the Contracts Administrator who was not involved in the procurement will consider the record and all available facts and issue a decision within ten (10) business days of receipt of the protest. If additional time is required, the protesting party will be notified.

In the event a protest may affect the interest of another Bidder that submitted a proposal, such Bidder will be given an opportunity to submit its views and any relevant information on the protest to the Informal Solicitation Coordinator.

The final determination of the protest shall:

- Find the protest lacking in merit and uphold OSPI's action; or
- Find only technical or harmless errors in OSPI's acquisition process and determine OSPI to be in substantial compliance and reject the protest; or
- Find merit in the protest and provide OSPI options which may include:
 - o Correct the errors and re-evaluate all proposals, and/or
 - o Reissue the solicitation and begin a new process, or
 - o Make other findings and determine other courses of action as appropriate.

If OSPI determines that the protest is without merit, OSPI will enter into a contract with the Apparent Successful Bidder. If the protest is determined to have merit, one of the alternatives noted in the preceding paragraph will be taken.

EXHIBIT A CERTIFICATION AND ASSURANCES

Bidder must sign and include the full text of this Exhibit A with their proposal.

Bidder makes the following certifications and assurances as a required element of the proposal to which it is attached, understanding that the truthfulness of the facts affirmed here and the continuing compliance with these requirements are conditions precedent to the award or continuation of the related contract(s):

1. Bidder declares that all answers and statements made in the proposal are true and correct.
2. The prices and/or cost data have been determined independently, without consultation, communication, or agreement with others for the purpose of restricting competition. However, Bidder may freely join with other persons or organizations for the purpose of presenting a single proposal.
3. The attached proposal is a firm offer for a period of sixty (60) days following receipt, and it may be accepted by OSPI without further negotiation (except where obviously required by lack of certainty in key terms) at any time within the sixty- (60-) day period.
4. In preparing this proposal, Bidder has not been assisted by any current or former employee of the state of Washington whose duties relate (or did relate) to this proposal or prospective contract, and who was assisting in other than his or her official, public capacity. (Any exceptions to these assurances are described in full detail on a separate page and attached to this document.)
5. Bidder understands that OSPI will not reimburse Bidder for any costs incurred in the preparation of this proposal. All proposals become the property of OSPI, and Bidder claims no proprietary right to the ideas, writings, items, or samples, unless so stated in this proposal.
6. Unless otherwise required by law, the prices and/or cost data which have been submitted have not been knowingly disclosed by the Bidder and will not knowingly be disclosed by Bidder prior to opening, directly or indirectly, to any other Bidder or to any competitor.
7. Bidder agrees that submission of the attached proposal constitutes acceptance of the solicitation contents and the attached sample contract and general terms and conditions. If there are any exceptions to these terms, Bidder has described those exceptions in detail on a page attached to this document.
8. No attempt has been made or will be made by the Bidder to induce any other person or firm to submit or not to submit a proposal for the purpose of restricting competition.
9. Bidder grants OSPI the right to contact references and others, who may have pertinent information regarding the Bidder's prior experience and ability to perform the services contemplated in this procurement.
10. Bidder acknowledges that if awarded a contract with OSPI, Bidder is required to comply with all applicable state and federal civil rights and other laws. Failure to comply may result in

Contract termination. Bidder agrees to submit additional information about its nondiscrimination policies, at any time, if requested by OSPI.

11. Bidder certifies that Bidder has not, within the three-year period immediately preceding the date of release of this competitive solicitation, been determined by a final and binding citation and notice of assessment issued by the Department of Labor and Industries or through a civil judgment to have willfully violated state minimum wage laws (RCW 49.38.082; Chapters 49.46 RCW, 49.48 RCW, or 49.52 RCW).
12. Bidder has not been debarred or otherwise restricted from participating in any public contracts.
13. Bidder certifies that Bidder has not willfully violated Washington State's wage payment laws within the last three years.
14. Bidder acknowledges its obligation to notify OSPI of any changes in the certifications and assurances above.

I certify under penalty of perjury of the laws of the State of Washington that the foregoing is true and correct.

_____ Signature of Bidder	_____ Date	_____ Place Signed (City, State)
_____ Print Name	_____ Title	_____ Organization Name

EXHIBIT B
CONTRACTOR INTAKE FORM

Available as an editable Word document on [OSPI's contract website](#):

<http://www.k12.wa.us/RFP/default.aspx>