

CHEROKEE NATION
REQUEST FOR PROPOSAL
Consulting Services
Community Need & Assessment



Purchasing Department
www.cherokeebids.org

CHEROKEE NATION
P.O. Box 948
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CHEROKEE NATION REQUEST FOR PROPOSAL (RFP) CONSULTING SERVICES COMMUNITY NEED & ASSESSMENT

INTRODUCTION:

The Cherokee Nation is the federally recognized government of the Cherokee people and thereby has sovereign status granted by treaty and law. Tribal sovereignty is the right to self-governance. The seat of tribal government is the W.W. Keeler Complex near Tahlequah, Oklahoma, capital of the Cherokee Nation. The area of the Cherokee Nation (hereinafter “Nation”) covers 14 counties in Northeast Oklahoma. The Cherokee Nation Tribal Government employs approximately 5,800 individuals across multiple locations/regions.

PROJECT BACKGROUND:

The goal of Cherokee Nation, through its Community and Cultural Outreach (CCO) department is to assess the operational and governance barriers and challenges of certain independent non-profit entities participating in programs administered by CCO and which operate beyond the exterior boundaries of the Cherokee Nation reservation. The Nation is seeking proposals from interested parties with qualifications, credentials, and previous experience. Additional background and scope of services information is provided on page eleven (11) of this RFP.

The service timeframe will extend from date of award through September 30, 2026, with the option to renew based on satisfactory performance, mutual agreement, and funding availability for one (1) additional year. Complete information regarding the scope of work and specifications is provided in this Request for Proposal (RFP).

The Nation will be accepting proposals from Indian and Non-Indian parties. Indian preference will be given only to responding parties who provide proof of current certification from the Cherokee Nation Tribal Employments Office (TERO) located in Tahlequah, Oklahoma, telephone number (918) 453-5000. Indian preference will be applied in accordance with Cherokee Nation Acquisition Management Policy and Procedures. Proof of TERO certification must accompany and be included in proposal submittal.

General Information:

- 1. Purpose of the Request for Proposal (RFP):** The NATION, is soliciting detailed proposals from contractors interested in conducting organizational needs and governance assessments of Cherokee Nation Community and Cultural Outreach participating non-profit organizations operating beyond the exterior boundaries of the Cherokee Nation reservation (“at-large”) as outlined in this RFP for the NATION. The complete scope of work and specifications are included in this RFP.
- 2. Other Licenses and Registrations Requirement:** All contractors are required to hold all necessary applicable professional licenses and registrations required by law. Proof of professional licenses is required with the proposal. Obtaining and ensuring compliance with all licensing and registering requirements is the complete responsibility of the contractor.

Contractor must have a minimum of three years professional experience working in or in support of government or non-profit entities and at least a bachelor's degree in any field of study.

3. **TERO CERTIFICATION & INFORMATION:** Indian preference will be given only to responding parties who provide proof of current certification from the Cherokee Nation Tribal Employments Office (TERO) located in Tahlequah, Oklahoma, telephone number (918) 453-5000. Proof of TERO certification must accompany and be included in proposal submittal.

Please direct any questions for Cherokee Nation Tribal Employment Rights Office (T.E.R.O.) in written format to shelly-mcclain@cherokee.org as specified in this RFP. These questions will be addressed by TERO and included in any addendum.

4. **Conflict of Interest and Restrictions:** If any contractor, contractor's employee, subcontractor, or any individual working on the proposed contract may have a possible conflict of interest that may affect the objectivity, analysis, and/or performance of the contract, it shall be declared in writing and submitted to Cherokee Nation Purchasing (Attn: Shelly McClain). The NATION will determine in writing if the conflict is significant and material and if so, may eliminate the contractor from submitting a proposal.
5. **Verbal Instructions:** Interested parties shall not initiate or execute any negotiation, decision, or action arising from any verbal discussion with any Cherokee Nation employee. Only written communications from the designated Contact Person at Cherokee Nation may be considered a duly authorized expression on behalf of the NATION regarding this RFP. Additionally, only written communications from interested parties are recognized as duly authorized expressions on behalf of the vendor. The same instructions apply to any subsequent award and agreement communications.
6. **Contact Person:** Any additional information required or questions regarding this RFP should be submitted, by specified deadline, in written format only to Shelly McClain at shelly-mcclain@cherokee.org.
7. **Deadline for Receipt of Proposals:** Proposals may be e-mailed to Shelly McClain at shelly-mcclain@cherokee.org in one consolidated document and the subject line must reference **"RFP –CONSULTING SERVICES"** no later than **Friday, January 16, 2026 CT.** Proposals received after this deadline will not be considered and will not be considered for award. No responding party may withdraw their proposal within 90 days after proposal due date.
8. **Cancellation of the RFP:** The NATION retains the right to cancel, modify or amend the RFP process at any time, at the NATION's sole discretion. The NATION shall not be responsible for costs incurred by contractors for proposal preparation.
9. **Proposal Withdrawal and Correction:** A proposal may be corrected or withdrawn by a written request received prior to the date of opening proposals.

10. **Multiple Proposals:** The NATION shall not accept multiple proposals from the same contractor.
11. **Disclosure of Proposal Contents:** A proposal's content shall not be disclosed to other contractors or any individual per signed NDA.
12. **Retention of Proposals:** All proposals and other material submitted become the NATION's property and may be returned only at NATION's option.
13. **Cost of Proposal Preparation:** Any and all costs incurred by contractors in preparing and submitting a proposal are the contractor's responsibility and shall not be charged to the NATION or reflected as an expense of the resulting contract.
14. **Delivery of Proposals:** NATION assumes no responsibility or liability for the transmission, delay, or delivery of proposals by either public or private carriers.
15. **Media Announcements:** Any and all media announcements pertaining to this RFP require the NATION's prior written approval.
16. **Other Governmental Requirements:** It is the responsibility of the contractor to indicate within their proposal the applicability of any other federal, state, municipal, or other governmental statutes, regulations, ordinances, acts, and/or requirements.
17. **Qualification of Responding Party:** The Nation may make such investigations as deemed necessary to determine the ability of the responding party to perform the work. The responding party shall furnish to the Nation all such information and data for this purpose upon request. The Nation reserves the right to reject any proposal if the evidence submitted by, or investigation of, such responding party fails to satisfy the Nation such responding party is properly qualified to carry out the obligations of the contract and to complete the work contemplated therein. Conditional proposals will not be accepted.
18. **Binding Contract:** This RFP does not obligate the NATION or the selected contractor until a contract is signed and approved by both parties. If approved, it is effective from the date of final approval by the Contracting Officers. The NATION shall not be responsible for work done, even in good faith, prior to final approval of the proposed contract.
19. **Concerns with the Special or General Provisions:** If a contractor has concerns with either the Special or General Provisions, they should put their comments and/or questions in writing and submit them to Cherokee Nation Purchasing Department (Attn: Shelly McClain) with proposal submittal. This will allow time for an addendum to the RFP to be issued, if required, to all recipients of the initial RFP.

The NATION reserves the right not to award or to cancel the award of a contract to a contractor who will not agree to all the Special or General Provisions of said contract. It is the intent of the NATION to utilize only the NATION'S terms and conditions for any subsequent agreement based on award from this RFP.

An award for this project will be made subject to available funding. Firms are cautioned that proposals should be submitted initially on the most favorable terms, from both a technical and cost standpoint.

- 20. Governing Laws and Contract:** The Cherokee Nation will make this RFP and the successful Contractor's proposal a part of the contract. This RFP and any subsequent contract and related documents shall be construed under the laws of the United States and where applicable, the Cherokee Nation. Nothing in this RFP, any subsequent documents or contract or related documents shall be construed as a waiver of limitation upon the Nation's sovereign immunity. To the extent this statement is found to be inconsistent with any other language in this RFP or any subsequent document or contract or related document, this statement shall control. This statement shall survive the completion or termination of any subsequent contract. In the event of any dispute which may affect this Agreement, the Contractor agrees the Agreement shall be governed by the laws of the United States, and where applicable, the laws of the Cherokee Nation. The Cherokee Nation will make the final decision on the contract format to be utilized for any award(s) under this procurement. There will be no Arbitration, Mediations or Indemnification clauses, and the Nation will not waive sovereign immunity. By submitting a proposal in response to this RFP, the Contractor agrees to these terms and conditions.
- 21. Additional Terms and Conditions:** The NATION reserves the right to include additional terms and conditions during contract negotiations. However, these terms and conditions must be within the scope of the original RFP and will be limited to price, clarification, definition, and administrative and legal requirements.
- 22. Contract Negotiations:** Upon completion of the evaluation process, contract negotiations may commence. If the selected contractor fails to provide the necessary information for negotiations in a timely manner, negotiate in good faith, or cannot perform the contract for any reason, including completion of the project within the amount of funds available for the project and/or as proposed, the NATION may terminate negotiations and negotiate with the next highest ranked contractor, or terminate award of the contract. The NATION shall not be responsible for costs incurred by the contractor resulting from contract negotiations.

Terms and Conditions

Acceptance of Conditions Governing the Procurement: Vendors must indicate their acceptance of conditions governing this procurement in their cover letter.

Acceptance of Business Associate Agreement: Vendors must indicate willingness to establish agreement should it be necessary to access protected health information.

Incurring Cost: Any costs incurred by the vendor in preparation, transmittal, or presentation of any proposal, or material submitted in response to this RFP shall be borne solely by the vendor. All reasonable costs associated with travel for performance under this contract will be borne by the Nation, subject to the Nation's travel policy and the negotiated terms of the agreement.

Amended Proposals: Any vendor may submit an amended proposal before the deadline for receipt of proposals. Such amended proposals must be complete replacements for a previously submitted proposal and must be clearly identified as such in the transmittal letter.

Proposal Offer Firm: Responses to this RFP, including proposal prices, will be considered firm for 90 days after the date of receipt of the proposal.

Proprietary Information: Any restriction on any data included in any proposal must be clearly stated in the proposal itself. Every page of the proprietary material must be labeled or identified with the word “PROPRIETARY”.

Vendor’s Right to Withdraw Proposal: Vendors will be allowed to withdraw their proposals at any time prior to the deadline for receipt of proposals. The vendor must submit a written withdrawal request addressed to Shelly McClain, at shelly-mcclain@cherokee.org.

Location of Services: Tahlequah, Oklahoma and 24 locations TBD in the following states or described geographic areas:

- Arizona
- California
- Colorado
- Florida
- Georgia
- Kansas
- Missouri
- New Jersey
- New Mexico
- Oregon
- Texas
- Washington
- Washington, DC

Term of Proposed Contract: The NATION anticipates establishing a contract with an initial performance period ending September 30, 2026, with the option to renew based on satisfactory performance, mutual agreement, and funding availability for one (1) additional year.

General Responsibility: The successful contractor will provide all necessary tools, equipment, parts, supplies, labor and supervision to develop and provide a video as outlined in this RFP scope of work.

Contractor’s Compensation: Compensation to the contractor shall be based on specific price and/or rates identified in the Contractor’s proposal, as negotiated. This shall include any proposed subcontractor pricing.

Subcontracts: Contractor is solely responsible for fulfillment of the contract terms. NATION will make payments only to the Contractor. Contractors must identify in response to this RFP any subcontractors that may perform services on the project. Except for those subcontractors identified by the Contractor in response to the RFP, Contractor shall not subcontract any portion of the

services performed under this contract without prior written approval of NATION. The NATION reserves the right to approve or disapprove any subcontractors.

Contractor shall notify NATION no less than ten (10) days in advance of its desire to subcontract and include a copy of the proposed subcontract with the proposed subcontractor. Any subcontract must be in writing and contain provisions consistent with the Contractor's obligations pursuant to this contract.

Approval of any subcontract shall not obligate NATION the subcontractor against NATION or its agents, employees, representatives, directors, officers, successors or assigns.

The Cherokee Nation, in giving such acceptance, assumes no responsibility in connection with the terms of the subcontract and their performance will be the responsibility of the Contractor. All sums due to any suppliers must be paid or will be paid within ten (10) days of receipt of any money received from the Cherokee Nation under any executed Agreement.

Debarment, Suspension, Proposed Debarment, and Other Responsibility Matters: The responding party certifies to the best of its knowledge and belief that the person, the firm, or any of its principals are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency or Indian tribe. The bidder will also certify they have not, within a three-year period preceding this Request for Proposal, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, Local or Tribal) contract or subcontract; violation of Federal or State antitrust statutes relating to the submission of offers; or commissions of embezzlement, theft, forgery, bribery, falsifications or destruction of records, making false statements, and are not presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in this provision. The responding party certifies they have not, within a three-year period preceding this Request for Proposal, had one or more contracts terminated for default by a Federal, State, Local or Tribal agency.

DRUG AND TOBACCO FREE WORKPLACE:

- Any Contractor performing work for the Cherokee Nation agrees to publish a statement notifying all employees, subcontractors, and other workers that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the Contractor's workplace and specifying the actions that will be taken against violators of such prohibition.
- The Nation will consider lack of enforcement or lax enforcement of the statement by Contractor a default of the contract.
- The Contractor further agrees to provide all persons engaged in performance of the contract with a copy of the statement.
- A copy of responding party's Drug Free Workplace statement shall be included with the proposal or else the successful responding party will be deemed to accept and agree to use the statement provided by Nation.
- The Contractor understands and recognizes that all Cherokee Nation buildings, whether leased or owned, and the grounds surrounding those facilities are considered by the Nation

to be a tobacco free workplace. The Contractor will ensure all employees, subcontractors, and other workers will abide by this policy.

Indemnity and Insurance: The Cherokee Nation assumes no responsibility for negligent acts of either the offeror or their employees; therefore, the offeror is responsible for obtaining the insurance coverage the NATION considers appropriate. The offeror will keep harmless and indemnify the Cherokee Nation against any or all loss, cost, damage, claims, expense or liability for all acts related to quality care management and enforcement of this contract.

Availability of Funds: Any contract awarded because of this RFP is contingent on the appropriation of funds. A contract award may be terminated or reduced in scope if sufficient appropriations or authorizations do not exist. This vendor will be notified of such terminations. The vendor will accept, as final, the Nation's decision as to whether sufficient appropriations and authorizations are available.

Legal Review: The Nation requires that all vendors agree to be bound by the general requirements contained in this RFP. Any vendor concerns must be properly brought to the attention of Shelly McClain, Cherokee Nation Purchasing Director.

Governing Law: This RFP and subsequent agreements shall be governed by, construed, and enforced in accordance with the laws of the United States, and where applicable, the laws of the Cherokee Nation.

Contract Terms and Conditions: The contract between the Cherokee Nation and the vendor will follow the standard format of the Cherokee Nation.

Vendor's Terms and Conditions: Vendors must submit with the proposal a complete set of any additional terms and conditions that they expect to have included in a contract negotiated with the Cherokee Nation.

Right to Waive Minor Irregularities: The proposal evaluation committee reserves the right to waive minor irregularities. This right is at the sole discretion of the proposal evaluation committee.

The Nation reserves the right to determine a proposal acceptable in terms of meeting RFP requirements. The Nation reserves the right to accept or reject any and all proposals received and to negotiate with offerors regarding the terms of their proposals or parts thereof. The Cherokee Nation reserves the right to award a contract in the best interests of the Cherokee Nation.

Ownership of Proposals: All documents submitted in response to this RFP shall become the property of the Cherokee Nation. Responses received will be retained by the Acquisition Management Department.

Prompt Payment: The successful firm agrees to pay all sums due to subcontractors, laborers and material suppliers within ten (10) days of receipt of payment by the Cherokee Nation.

Review of Proposals

1. **Proposal Format:** Proposals must be emailed to Shelly McClain at email shelly-mcclain@cherokee.org in one consolidated document and the subject line must reference “RFP – CONSULTING SERVICES” no later than January 16, 2026 by 5:00 pm CT.
2. **Table of Contents:** The proposal will have a table of contents with page numbers and pages numbered throughout the proposal (see specifics under Specifications Section).
3. **General Information:** Brief introduction which includes (see specifics under Specifications Section):
 - 1) The contractor’s name and address;
 - 2) Statement that indicates the proposal is valid for at least 90 days from the proposal submission deadline;
 - 3) Statement that indicates the contractor’s willingness to perform the services described in this RFP;
 - 4) Proof of any other licenses and/or registrations as required by this RFP.
 - 5) A statement that all staff and other resources which are required to perform the services described in this RFP will be made available by your organization over the life of any subsequent contract;
 - 6) Statement that the signatory has authority to bind the contractor; and
 - 7) Signature of authorized individual.
4. Specific requirements listed in the Specifications provided by the Nation’s CCO department in this RFP must be included in responses.
5. **TERO CERTIFICATION:** Indian preference will be given only to responding parties who provide proof of current certification from the Cherokee Nation Tribal Employments Office (TERO) located in Tahlequah, Oklahoma, telephone number (918) 453-5000. Indian preference will be applied in accordance with Cherokee Nation Acquisition Management Policy and Procedures. Proof of TERO certification must accompany and be included in proposal submittal.
6. **Responsiveness:** Prior to evaluation, each proposal shall be reviewed to determine whether or not it is responsive. Nonresponsive proposals shall be eliminated and will not be evaluated. Factors that may result in a proposal being declared nonresponsive are:
 - a. Not providing evidence of meeting the Minimum Requirements.
 - b. Substantive and material conflicts of interest which were not declared and/or were declared and determined to be significant enough that the NATION requested the potential contractor not submit a proposal.
 - c. Substantive and material noncompliance to requirements of the RFP proposal submission guideline.
 - d. Not providing a price, if applicable.

7. **Evaluation Process:** An evaluation committee consisting of NATION employees shall evaluate responsive proposals. Each proposal shall be independently evaluated by each member of the evaluation committee. The evaluation will be based on the evaluation factors and values stated in this RFP. Discussions, presentations, and/or site visits, if held, may result in individual evaluation committee members changing their scores. Evaluation factors not specified in this RFP may not be considered.
8. **Evaluation Factors:** The evaluation factors are listed below and must be clearly stated and addressed and stated in the proposal.

<u>EVALUATION FACTORS</u>	<u>POINTS</u>
Ability to meet all Stated Requirements	25
Previous Experience with Government or Non-Profit Entities	25
Proposed Cost	20
References (Minimum of 3)	20
Indian Preference – TERO Certification must accompany response	10
TOTAL	100

Notice of Award: After award of Contract, award information will be posted on the Nation's website www.cherokeebids.org with RFP announcement.

BACKGROUND & SCOPE OF SERVICES

Cherokee Nation Community and Cultural Outreach department (CCO) provides support programs and services, including but not limited to grants, to independent non-profit entities operating beyond the exterior boundaries of the Cherokee Nation Reservation, known as “at-large organizations.” Such organizations exist to perpetuate the culture, heritage and traditions of the Cherokee Nation and service as conduits for important civic information and experiences for Cherokee Nation citizens. These “CCO Participating at-large organizations” must conform to minimum standards set by CCO policies, but are functionally and legally independent non-profit entities. Cherokee Nation, through its CCO department, has an interest in better understanding the organizations’ challenges and opportunities to meet their goals, administer Cherokee Nation funded initiatives and advocate for new or different initiatives and funding streams.

The contracted service will require the contractor to conduct in-person organizational operations and governance needs assessments, gathering qualitative and quantitative data and observations and summarizing findings, analysis and recommendations in a standardized format for submission to CCO. The service will require substantial travel such that each report is based on part on in-person engagement with governing board members of each organization. All reasonable costs associated with travel for performance under this contract will be borne by the Nation, subject to the Nation’s travel policy and the negotiated terms of the agreement.

Project Goal

Such summary reports shall, at minimum, assess:

- Whether organization’s governing board members identify a particular mission of the organization, whether there is consensus among governing board members as to that mission, whether governing board members believe the organization’s operations and governance is aligned with that mission and whether the organization’s governing board members perceive Cherokee Nation as supportive of that mission.
- The extent to which Cherokee Nation provides adequate resources to meet the at-large organization’s goals and objectives.
- The extent to which the organization faces challenges or barriers to utilize the resources provided by Cherokee Nation.
- Operational barriers or challenges that exist for the organization.
- Governance barriers or challenges that exist for the organization.
- Specific recommendations to improve available resource, utilization of resources and addressing operational and organizational governance barriers or challenges, including any concerns relating to the understanding of and support for an identified mission.

Qualification Requirements

- Minimum of three years experience in work in or with non-profit or governments related to planning, budget management or personnel management.
- Minimum of a bachelor’s degree in any field.