

Cherokee Nation

www.cherokee.org

REQUEST FOR PROPOSALS (RFP)
Training Employee Assistance Program (TEAP)
TEAP Specialist

Talking Leaves Job Corps



Acquisition Management
On behalf of the
TALKING LEAVES JOB CORPS

CHEROKEE NATION
P.O. Box 948
Tahlequah, OK 74465
(918) 453-5000

I. 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 Talking Leaves Job Corps is operated and ran by the Cherokee Nation. The purpose of Talking Leaves Job Corps is to assist youth in completing their education and the development of vocational skills to be a productive citizen in society.

II. Summary

The Cherokee Nation now seeks vendors to submit proposals to provide development and implementation to conduct individual student assessments for alcohol and illicit drug use and develop individual management plans in conjunction with Talking Leaves Job Corp (TLJC) staff to assist students in becoming drug free. The RFP and any issued addendum(s) will be posted for vendor access on the Nation's bid website www.cherokeebids.org. Interested parties are requested to review the following documentation and provide a written proposal, and a point-of-contact for interview and idea presentation.

Indian Preference applies to all Cherokee Nation requests for bids or proposals. To receive preference, bidder must be TERO certified through the Cherokee Nation Tribal Employment Rights Office; proof of certification must accompany submittals. Successful bidder will be obligated to comply with Tribal rules and regulations and TERO.

III. Proposal Requirements

Proposals should include, but are not limited to, the following:

- A. Experience
- B. Timeframe – to start service if successful, and planned outline of time spent with students, TEAP, and training, Thirty to Forty (30-40) hours weekly required.
- C. References – provide list of references including name of company, contact name and phone number, and/or letters of reference.
- D. Costs – provide itemized listing of cost and grand total for entire project.
- E. Service
- F. Copies of Credentials for Staff to be utilized if selected as successful proposal. Bachelor's degree from a 4-year college or university in Counseling or related field; No Substitutions. A

Counseling degree is preferred. Chemical Abuse Dependency Counselor (CADC) certification is required.

- G. Indian Preference – to receive preference TERO Certification must be included with proposal submittal. Preference will be given in accordance with the Nation's current law and policy.

General Information/Requirements

Questions must be submitted in written format to fax (918) 458-7695, or e-mailed to jeananna-hendricks@cherokee.org. Questions must be clearly marked "RFP – TEAP" and be submitted no later than 5:00 p.m. on **January 13, 2023**. Responses to questions will be posted as an Addendum to this RFP on the website www.cherokeebids.org no later than 5:00 p.m. on **January 19, 2023**.

Responses must include a written proposal addressing, at a minimum, each of the outlined requirements. **Interested bidders are requested to submit seven (7) copies of the proposal.**

Responses must be submitted in a sealed envelope no later than 5:00 p.m. on January 30, 2023. Responses may be mailed to Cherokee Nation, RFP: TEAP, Attn: Jeananna Hendricks, P.O. Box 948, Tahlequah, Oklahoma 74465, or hand-delivered to Cherokee Nation, RFP: TEAP, Attn: Jeananna Hendricks, 17665 S. Muskogee, Tahlequah, OK 74464.

Proposals will be accepted from Indian and Non-Indian firms. Indian preference will be given to those firms certified as Indian-owned by the Cherokee Nation Tribal Employment Rights Office (TERO), P.O. Box 948, Tahlequah, Oklahoma, 74465. Proof of certification must accompany all proposals.

The Cherokee Nation reserves the right to determine a proposal acceptable in terms of meeting RFP requirements. The Cherokee Nation reserves the right to accept or reject any and all proposals received and to negotiate with bidders 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.

Modification of Proposal - Any bidder may modify their proposal at any time prior to the scheduled closing time for receipt of proposals, provided such communication is received in writing by the Cherokee Nation prior to the closing time.

Subcontracts - The Cherokee Nation will contract only with the Contractor. Should the Contractor propose to employ a Subcontractor, the request must be made in writing to the Director of Acquisition Management. The Nation must approve in writing any person, firm, or party proposed by the bidder to award a subcontract. 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.

Conditions of Work - Each bidder must inform themselves fully of the scope of work of this Request for Proposal. Failure to do so will not relieve a successful bidder of his obligation to carry out the provisions of a contract resulting from this proposal. Insofar as possible, the bidder, in performing work under this contract, will employ such methods or means as will not cause any interruption of or interference with the work of the Cherokee Nation.

Interpretation of the Request for Proposal - Interpretation of the meaning of the Request for Proposal will be made in writing only. Requests for interpretation shall be submitted in written format to Jeananna Hendricks, at fax number (918) 458-7695 or e-mailed to jeananna-hendricks@cherokee.org by the given date and time. Any and all such interpretations and supplemental instructions will be in the form of written addenda to the specifications which, if

issued, will be posted on the bid website www.cherokeebids.org. Failure of any bidder to receive any such addendum or interpretation shall not relieve such bidder from any obligation under their proposal as submitted. All addenda so issued shall become part of the contract documents.

Debarment, Suspension, Proposed Debarment, and Other Responsibility Matters - The bidder certifies to the best of its knowledge and belief that the bidder, 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 bidder 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.

The bidder shall provide immediate written notice to the Cherokee Nation if, at any time prior to contract award, the bidder learns its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

This certification is a material representation of fact upon which reliance was placed when making award. If it is later determined the bidder knowingly rendered an erroneous certification, in addition to other remedies available to the Cherokee Nation; the Cherokee Nation may terminate the contract resulting from this Request for Proposal for default.

Confidentiality - It is understood any information submitted to the bidder by the Cherokee Nation in respect to this Request for Proposal embodies certain proprietary information and is loaned to the bidder on a confidential basis. Any information acquired at the Cherokee Nation or otherwise relating to processes belonging to the Cherokee Nation incorporated into this project shall be kept confidential. The bidder agrees not to use in any unauthorized manner or communicate to others any such confidential items without the prior written consent of the Cherokee Nation and will undertake such measures as are necessary to require its employees and all approved subcontractors to maintain complete confidentiality.

TERM:

The term of the Agreement shall be from February 1, 2023 to September 30, 2023 with the option to extend for two (2) additional fiscal years based on satisfactory performance, funding availability, and agreement of both parties.

The PROVIDER agrees to:

1. Conduct individual student assessments for alcohol and illicit drug use and develop individual management plans in conjunction with Talking Leaves Job Corps (TLJC) staff to assist students in becoming drug free.
2. Assist the TLJC Center Director and mental health staff with development of an annual training plan for TLJC staff members.
3. For students with positive alcohol entry levels, conduct a minimum of five (5) alcohol training sessions.
4. For students with positive drug use entry levels, conduct a minimum of five (5) illicit drug use training sessions.

5. Coordinate with students sponsors on progress reports and follow-ups of students Alcohol Anonymous and/or Narcotics Anonymous meetings.
6. Develop individual case management plans for students, in conjunction with TLJC staff members.
7. Attend meetings with Mental Health services professional for consultations one (1) hour each week.
8. Services may be provided on-site at the TLJC Center of any other appropriate place as agreed upon by TLJC and PROVIDER.
9. Maintain malpractice insurance coverage in an amount not less than One Million Dollars (\$1,000,000.00) per occurrence and Three Million Five Hundred Thousand Dollars (\$3,500,000.00) per aggregate. The PROVIDER shall provide to TLJC certificates of insurance demonstrating coverage and naming Cherokee Nation as an additional insured within ten (10) days of execution of the Agreement. Said certificates of insurance shall contain a thirty (30) days cancellation clause. The PROVIDER agrees to maintain such coverage with limits of liability and coverage required during the term of the Agreement.
10. Deliver evidence of professional training, education, licenses and other credentials to TLJC, such as Oklahoma licensure, for review and approval to commencement of services.
11. Submit monthly invoices to TLJC no later than the 15th day of each month for TEAP services. The monthly invoice shall state the number of hours worked, a list of participants seen, date(s) and amount.
12. The PROVIDER hereby affirms he has not been convicted in this state or any other state of any sex offense, child abuse and/or neglect, any crime relating to any felony or any drug and/or alcohol related offense.
13. The PROVIDER shall provide a minimum of thirty (30) hours per week and a maximum of forty (40) hours of consultation per week during the term of the Agreement.

TLJC/The NATION agrees to:

1. Provide access to all necessary student records and adequate office and consultation space.
2. Process payments to the PROVIDER within a reasonable time, upon receipt and approval of each of the PROVIDER'S original invoices.
3. Insure the PROVIDER adheres to the policies, procedures, and guidelines established by the NATION.

GENERAL PROVISIONS:

1. This Agreement 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. If it should appear that any of the Agreement terms are in conflict with any rule of law or statutory provision of the United States, or where applicable, with any rule of law or statutory provision of the Cherokee Nation, such conflict shall be deemed inoperative and null and void insofar as it may be in conflict with such law, and shall be deemed modified to conform to such rule of law.
2. This Agreement contains the complete expression of the parties' agreement with respect to the subject matter hereof, and shall bind the parties, their successors and assigns. There are no previous or contemporary understandings, representations, or warranties not set forth herein. No subsequent amendment or modification of this Agreement shall be of any force or

effect unless in writing and signed by the parties to be bound thereby. No provision of this Agreement shall be considered waived by the NATION unless such waiver is in writing and signed by the NATION. No such waiver shall be a waiver of any past or future default, breach, or modification of any of the provisions of this Agreement unless expressly stipulated in such waiver. The parties further state to the best of their knowledge, no employee of the NATION who exercises any functions or responsibilities in connection with the performance hereunder has any personal interest, direct or indirect, in this Agreement.

3. This Agreement shall supersede any and all written or oral statements, agreements, and/or representations of the parties made prior to or contemporaneously with the execution hereof. The parties agree their respective performances hereunder shall be governed by an obligation of good faith.
This Agreement may be terminated or canceled by either party with or without cause upon ninety (90) days written notice by certified letter. In the event this Agreement is terminated or canceled by either party, the NATION shall compensate the PROVIDER only for services provided up to the point of termination or cancellation.
4. This Agreement may be modified by written mutual consent of both parties and concurrence of the United States Department of Labor.
5. The NATION and the PROVIDER hereby agree the services specified in this Agreement may not be delegated or assigned without the prior written approval of the NATION.
6. The parties hereto stipulate and agree the PROVIDER is an independent contractor, and the NATION is interested only in the results of the PROVIDER'S services and shall not control the means and methods by which the PROVIDER'S services are rendered. The PROVIDER is not eligible for federal, Social Security, State Workers' Compensation, or Unemployment Insurance Benefits from the NATION by virtue of payment received and shall be responsible for all federal and state taxes related to payments received from the NATION under this Agreement.
7. The PROVIDER shall indemnify, defend and hold harmless the NATION, its employees, agents, and representatives from and against any and all suits, actions, legal or administrative proceedings, claims, demands, damages, liabilities, losses, costs and expenses of whatsoever kind or nature, whether arising before or after the completion of the work in a manner directly or indirectly caused, claimed to be caused, by the reason of any act, omission, or negligence, whether active or passive of the PROVIDER or of anyone acting under the PROVIDERS direction or control, or on his behalf, in connection with or incident to the performance of this Agreement.
8. This Agreement is subject to approval by the United States Department of Labor.
9. All publications related to the PROVIDER'S performance hereunder shall be cleared through the NATION and the TLJC National Health Office.
10. The PROVIDER agrees to make no public statement concerning TLJC students or activities without prior written permission of the NATION and the TLJC Center Director or his/her authorized designee.
11. The PROVIDER will assure the maintenance, confidentiality, and safeguarding of all necessary mental health records maintained outside of TLJC. Mental health records at TLJC shall be maintained by the TLJC'S Health Department. Copies of all case notes and records shall be forwarded to the TLJC National Health Office and made a part of the students' health records upon written consent of each student (18 years of age and over), or if required, written consent of each student's parent or legal guardian.
12. The NATION'S obligation for payment under this Agreement is contingent upon the availability of appropriated funds from which payment for services can be made. Funds are available for performance under this Agreement when appropriated or authorized by the Tribal Council of the Cherokee Nation. No legal liability on the part of the NATION for any payment may arise hereunder until funds are made available by the designated officer of the

NATION for performance and until the CONTRACTOR receives notice of availability from the NATION'S designated officer.

13. Vendors please refer to the following website for Federal Acquisition Regulation Flow-Down Clauses:

http://www.cherokee.org/Docs/Services/CareerServices/TLJC_Acquisitions.pdf