

Cherokee Nation

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REQUEST FOR PROPOSAL (RFP)

EQUINE THERAPY SESSIONS



**Acquisition Management
On Behalf Of
Indian Child Welfare**

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

REQUEST FOR PROPOSALS
Equine Therapy Sessions
Indian Child Welfare

INTRODUCTION AND BACKGROUND

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 jurisdictional area of the Cherokee Nation (hereinafter referred to as Nation) covers 14 counties in Northeastern Oklahoma.

The Nation is seeking proposals from interested parties to provide Equine Therapy Sessions. The Nation is requesting proposals from companies with knowledge and previous experience providing Equine Therapy for organizations similar in size and scope. 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 CONDITIONS:

The Nation is seeking proposals from qualified parties to provide Equine Therapy Sessions to Children ranging in ages 4- 18 years old. Proposals will be accepted from Indian and non-Indian companies. The RFP and any issued addendum(s) will be posted for vendor access on the Nation's bid website www.cherokeebids.org. It is the responsibility of interested parties to access the website for addendum information and to follow all instructions outlined in the RFP for proposal submittal.

The intent is one award and contract for the entire project based on the evaluation criteria set forth in this proposal but reserves the right to issue multiple awards and contracts. Successful vendor will be required to have insurance acceptable to the Nation.

Responding parties are advised any person, firm, or other party to whom it is proposed to award a subcontract or form a joint venture under this contract must be acceptable to the Nation. Any proposed subcontracts must be approved by the Nation.

Award of contract(s) will be subject to availability of funds. The Nation reserves the right to reject any and all proposals. The Nation reserves the right to determine if a proposal meets stated requirements, and to award a contract that is in the best interest of the Nation. Responding parties are responsible for any and all costs associated with the preparation and submission of proposals. No responding party may withdraw their proposal within 90 days after proposal due date.

Proposal Deadline and Submission Information:

Proposals must be received no later than **5:00 p.m. on April 20, 2023.** Any and all costs to submit proposals are the responsibility of the offeror. The proposals must be emailed to janice-vaughan@cherokee.org. The email with the proposal must contain in the subject line: Response to RFP – Equine Therapy Sessions. Any proposal received after the time and date will not be considered eligible for award. Cherokee Nation reserves the right to reject any and all proposals. Cherokee Nation reserves the right to determine if a proposal meets stated requirements. Award will be made subject to availability of funds. No offeror may withdraw their proposal within 90 days after proposal due date.

Requests for Interpretation:

Interpretation of the meaning of the Request for Proposal will be made in writing only. All requests for interpretation or additional information must be submitted in written format. Requests may be emailed to janice-vaughan@cherokee.org. until 5:00 p.m., **April 11, 2023.**

Response/Addenda Deadline:

Any and all such interpretations and any supplemental instructions will be in the form of written addenda, and will be posted to the Cherokee Nation bid website www.cherokeebids.org no later than **5:00 p.m., April 13, 2023.** Failure of any interested party to receive any such addendum or interpretation shall not relieve such party from any obligation under their proposal as submitted. All addenda so issued shall become part of the contract documents.

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 shall apply to any subsequent award and agreement communications.

Qualifications 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.
- **Indian Preference/TERO Certification:** Indian Preference will be applied in the selection and award of this proposal. 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 sealed proposal submittal.

TERO Information:

TERO requirements apply to award of contract. Successful bidder must complete required TERO paperwork and pay all applicable fees in accordance with the current Legislative Act for this project. Please direct any questions for Cherokee Nation Tribal Employment Rights Office (T.E.R.O.) in written format by deadline, April 11, 2023, to fax number (918) 458-4493 or email janice-vaughan@cherokee.org. as specified in this RFP. These questions will be addressed by TERO and included in any addendum issued by April 13, 2023 on the website www.cherokeebids.org with bid announcement.

Proposal Evaluation Process:

The proposal evaluation criteria is outlined in detail within Project Scope section of this RFP.

Proposal Scoring Methodology:

The proposal evaluation criteria is outlined in detail within Project Scope section of this RFP.

Drug Free Workplace 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 bidder's Drug Free Workplace statement shall be included with the proposal or else the successful bidder 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.

Proposal Acceptance:

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 offerors regarding the terms of their proposals or parts thereof. The Nation reserves the right to award a contract in the best interests of the Cherokee Nation. The Nation will not accept multiple proposals from the same offeror.

Conditions of Work:

Each interested party must inform themselves fully of the scope of work of this Request for Proposal. Failure to do so will not relieve a successful offeror of his obligation to carry out the provisions of a contract resulting from this proposal. Insofar as possible, the offeror, 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.

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 offeror 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.

The responding party shall provide immediate written notice to the Cherokee Nation if, at any time prior to contract award, the person 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 responding party 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 interested party by the Cherokee Nation in respect to this Request for Proposal embodies certain proprietary information and is loaned to the party 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 party 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 date of award to the end of the fiscal year, September 30, 2023 with the option to renew based upon satisfactory performance, funding availability, and mutual agreement of both parties through September 30, 2026.

TERMS AND CONDITIONS:

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

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. The vendor is responsible for all costs associated with travel for on-site demonstrations

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.

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 Janice Vaughan, at janice-vaughan@cherokee.org.

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 proposals must be clearly stated in the proposal itself. Each and every page of the proprietary material must be labeled or identified with the word "PROPRIETARY".

Disclosure of Proposal Contents: The proposal will be kept confidential until a contract is awarded. At that time, all proposals will be open to the public, except for the material that is proprietary or confidential.

No Obligation: This RFP in no way obligates the Nation to the eventual contracting for services offered until a valid written contract is approved and executed by the Principal Chief or his designee.

Termination: This RFP may be canceled at any time and any and all proposals may be rejected in whole or in part when Acquisition Management, in conjunction with the Evaluation Committee, determines that such action is in the best interest of the Nation.

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.

Following are the insurance requirements for this contract:

Worker's Compensation and Employer's Liability:

Limits of Liability:

Bodily Injury by Accident: \$100,000 each accident

Bodily Injury by Disease: \$500,000 policy limit

Bodily Injury by Disease: \$100,000 each employee

Oklahoma Statute requires Worker's Compensation coverage for anyone with one (1) or more employees. Contractor's worker's compensation policy shall include a waiver of subrogation in favor of Cherokee Nation of Oklahoma.

General Liability:

Coverages:

Bodily Injury and Property Damage Combined: \$1,000,000
(each occurrence)

Automobile Coverage:

Vehicles Covered:

All Autos

Hired Autos

Non-owned Autos

Limits of Liability:

Bodily Injury and Property Damage Combined: \$300,000

All coverage will be written with an AM Best "A X" rated carrier. Contractor will provide a certificate of insurance to the Cherokee Nation, evidencing coverage outlined above.

Sufficient Appropriation: Any contract awarded as a result 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 in writing 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 Janice Vaughan, Cherokee Nation Purchasing.

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 and will not be returned to the vendors. 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.

REQUEST FOR PROPOSAL Equine Therapy Sessions

Proposal Contents/Requirements

Proposal Submission: Proposals may be emailed to janice-vaughan@cherokee.org. with the subject line statement RFP – Equine Therapy Sessions or faxed (918) 458-4493 attention: Janice Vaughan no later than **April 20, 2023 by 5:00 p.m.**

General Information – Proposal Contents:

- 1) The contractor's name and address; Attachment "A"
- 2) Statement that indicates the proposal is valid for at least 90 days from the proposal submission deadline; Attachment "A"
- 3) Statement that indicates the contractor's willingness to perform the services described in this RFP; Attachment "A"
- 4) Cost for project – breakdown by site – monthly cost; Attachment "A"
- 5) Similar/previous experience
- 6) References, at least 3, from previous work experience including company name, contact name and phone number
- 7) Signature of authorized individual. Attachment "A"
- 8) TERO Certification; if applicable

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.

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.

Evaluation Factors: The evaluation factors are listed below and must be clearly stated and addressed and stated in the proposal.

REQUEST FOR PROPOSAL Equine Therapy Sessions

Evaluation Process

A. PROPOSAL EVALUATION PROCESS

The following steps will be observed in the evaluation of vendor proposals:

1. The Nation will appoint a proposal evaluation committee;
2. Vendor proposals must meet all mandatory specifications or they will be disqualified;
3. The proposal evaluation committee will review all proposals received, determine if the mandatory specifications have been met, and, if so, score the proposals in accordance with the predefined scoring methodology;
4. Composite scores will be developed summarizing the individual scoring efforts of each proposal evaluation team member;
5. Vendors will be ranked by composite score;
6. The preferred vendor will be selected.
7. Mandatory to include Attachment "A"
8. All areas of rating criteria must be fully addressed

B. PROPOSAL SCORING METHODOLOGY

The following is a summary of the proposal evaluation factors and the point value assigned to each. These factors will be used in the evaluation of the individual vendor proposals. Points will be awarded on the basis of the following factors:

CRITERIA	POINTS
1. Staff Capabilities	25
2. Experience with Similar Size Projects (Minimum 3)	25
3. References (Minimum 3)	25
4. Cost	15
5. Indian Preference	10
TOTAL	100

ATTACHMENT “A”

REQUEST FOR PROPOSAL EQUINE THERAPY SESSIONS SPECIFICATIONS PROVIDED BY INDIAN CHILD WELFARE

*Three to four times per week.

*No more than 5 children per session

*During school year would arrive around 4-4:30 depending on where facility is located.

We can't pick children up until after school.

During summer months children could be brought in the morning.

Depending on where the facility is located and where the children live we could possibly bring several groups per day during the summer.

*Children will be grouped in close proximity in age.

Will serve children 4-18.

Right now we have;

5 children 4-6,

9 that are 7-9,

6 that are 10-12,

10 that are 13-15

5 that are 16-18.

The age groups may not be able to stay exactly like these.

We have to consider where they live when grouping them.

*We would like to be able to go year round but due to not being able to pick the children up until after school the arena would need to have lighting when the time changes.

We also try to do early sessions during summer months so it is not so hot for the children and horses.

If arena is equipped with fans etc. the time of day for sessions is not an issue for us.

We could pick them up and have them to the facility whenever they are available.

* We reserve the right to inspect the facility before selecting a vendor.