CHEROKEE NATION
REQUEST FOR PROPOSAL

FOR ONSITE TRAINING FOR (HRFA) HIGH RISK FUGITIVE APPREHENSION

Acquisition Management
On Behalf of the
Marshal Service

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

REQUEST FOR PROPOSAL
For Onsite Training For (HRFA) High Risk Fugitive Apprehension

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 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's Commerce Department is dedicated to securing and enhancing the financial well-being of people, businesses, and communities located throughout the jurisdictional area.

The Nation is seeking proposals from interested parties with qualifications, credentials, and previous experience providing onsite training for (HRFA) High Risk Fugitive Apprehension and services for organizations similar in size and scope. Complete information regarding the scope of work and specifications are 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 interested parties in providing For Onsite Training (HRFA) High Risk Fugitive Apprehension for the NATION. The complete scope of work and specifications are included in this RFP.

2. **Other Licenses and Registrations Requirement:** All parties are required to hold any and all necessary applicable professional licenses and registrations required by law. Proof of professional licenses is required with the proposal. Obtaining and ensuring compliance to all licensing and registering requirements is the complete responsibility of the contractor.

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.

   TERO requirements may apply to award of contract. Successful bidder must complete required TERO paperwork and pay all applicable fees in accordance with current TERO Legislation for this project.

   Please direct any questions for Cherokee Nation Tribal Employment Rights Office (T.E.R.O.) in written format by deadline, **August 12, 2024 by 5:00 p.m. CST** to Pam Jumper at email pam-jumper@cherokee.org., as specified in this RFP. These questions will be addressed by TERO and included in any addendum issued by **August 14, 2024 by 5:00 p.m. CST** on the website www.cherokeebids.org with bid announcement (reference section 8 and 9).

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 Acquisition Management to pam-jumper@cherokee.org no later than **August 12, 2024 by 5:00 p.m. CST.** 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 shall 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 Cherokee Acquisition Management, Pam Jumper by email to pam-jumper@cherokee.org in the email subject line list: **RFP – Onsite Training for (HRFA) High Risk Fugitive Apprehension.**

7. **Deadline for Receipt of Proposals:** Proposals may be e-mailed to Cherokee Acquisition Management, Pam Jumper, by email to pam-jumper@cherokee.org no later than **August 19, 2024 by 5:00 p.m. CST.** 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. **Contractor's Review and Questions:** Contractor's should carefully review this RFP for errors, questionable or objectionable materials, and items requiring clarification. Contractor's shall put these comments and/or questions in writing and submit them to the Cherokee Acquisition Management no later than **August 12, 2024 by 5:00 p.m. CST** to pam-jumper@cherokee.org in the email subject line list: RFP – **For Onsite Training for (HRFA) High Risk Fugitive Apprehension.**

9. **Addendum to the RFP:** The NATION reserves the right to issue written addendums to revise or clarify the RFP, respond to questions, and/or extend the due date of proposals. Any and all such interpretations and any supplemental instructions will be in the form of written addenda, and will be posted on the Nation's bid website www.cherokeebids.org with bid announcement no later than **August 14, 2024 by 5:00 p.m. CST.** No interpretation of the proposal specifications will be made to any interest party orally. Failure to receive any issued addendum or interpretation shall not relieve responding party from any obligation contained in submitted proposal. All addenda so issued shall become part of the contract documents.

10. **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.

11. **Proposal Withdrawal and Correction:** A proposal may be corrected or withdrawn by a written request received prior to the date of opening proposals.

12. **Multiple Proposals:** The NATION shall not accept multiple proposals from the same contractor.

13. **Disclosure of Proposal Contents:** A proposal's content shall not be disclosed to other contractor's.

14. **Retention of Proposals:** All proposals and other material submitted become the NATION's property and may be returned only at NATION's option.

15. **Cost of Proposal Preparation:** Any and all costs incurred by contractor's 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.

16. **Delivery of Proposals:** NATION assumes no responsibility or liability for the transmission, delay, or delivery of proposals by either public or private carriers.

17. **Media Announcements:** Any and all media announcements pertaining to this RFP require the NATION's prior written approval.

18. **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.

19. **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.

20. **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.

21. **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 Acquisition Management (Attn: Pam Jumper) no later than **August 12, 2024 by 5:00 p.m. CST.** 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 to not award or to cancel the award of a contract to a contractor who will not agree to all of 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.

22. **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.

23. **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.

24. **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. The vendor is responsible for all costs associated with travel for on-site demonstrations upon the Nation's request.

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 Pam Jumper at pam-jumper@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".

Location of Services: 14 county jurisdictional area of the Cherokee Nation in northeast Oklahoma.

Term of Proposed Contract: NATION anticipates establishing a contract with a performance period ending approximately September 30, 2024 with the option to renew based upon satisfactory performance, funding availability, and mutual agreement of both parties through September 30, 2025**.**

General Responsibility: The successful contractor will provide all necessary tools, equipment, parts, supplies, labor and supervision to provide the services 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. Contractor 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 to be 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.

Following are the insurance requirements for this contract:

General Liability, including premises/operations and products/completed operations
$1,000,000 each occurrence/$2,000,000 annual aggregate
Such policy will name Cherokee Nation as an additional insured and include a waiver of subrogation in favor of the Cherokee Nation.

- Listed coverage is preferred, but optional.

Professional Liability, covering professional services rendered under this contract.
$1,000,000 each wrongful act/$3,000,000 annual aggregate.
Professional Liability policies issued on a claims-made basis must include a three year extended reporting endorsement, in the event the coverage is cancelled or non-renewed by the contractor.

- Listed coverage is preferred, but optional.

Automobile Liability, including hired and non-owned auto
$300,000 combined single limit
Such policy will name Cherokee Nation as an additional insured and include a waiver of subrogation in favor of the Cherokee Nation.
Workers' Compensation – statutory to the State of jurisdiction
Employers' Liability - $500,000/$500,000/$500,000
Such policy will include a waiver of subrogation in favor of the Cherokee Nation.

- Will accept Certificate of Non-Coverage from individual with no employees.

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.

Availability of Funds: 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 Pam Jumper and Michelle Parsons, 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. 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 single sided/double spaced original (excluding staff resumes and references) and may be emailed to Pam Jumper, pam-jumper@cherokee.org in the email subject line list: RFP – **For Onsite Training for (HRFA) High Risk Fugitive Apprehension**. Proposals must be received no later than **August 19, 2024 by 5:00 p.m. CST.**

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 the anticipated 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 Commerce 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 in the proposal.

SPECIFICATIONS	POINTS
Work Experience	40
Provide all licenses and Certifications	20
Previous Projects of Similar Scope of Work	20
Cost	10
Indian Preference – TERO Certification must accompany response	10
TOTAL	100

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

INFORMATION, SCOPE OF WORK & SPECIFICATIONS
PROVIDED BY
CHEROKEE NATION MARSHAL SERVICE

The Cherokee Nation Marshal Service is requesting proposals for A.I. assisted subscription-content for marketing teams.

SUMMARY OF REQUEST

The Cherokee Nation Marshal Service is looking for a Vendor to provide HRFA training to 22-25 Marshals over a four-day period.

SCOPE OF TRAINING

The HRFA training will consist of lectures, PowerPoint presentations, hands-on training, force-on-force training, and scenario-based exercises. The training will be conducted by the four-instructor team who are SMEs with real-world expertise and backgrounds.

TRAINING MODULES
Module 1 – introduction
Introduction of instructors/backgrounds and course overview.

Module 2 – use of force issues
Reinforce case law establishing reasonableness as the standard for judging law enforcement use of force. Also addressed are examples of agency policy designed to establish parameters more stringent than case law and the dangers of such policy.

Module 3 – OODA Loop
Explore the mental and physical processes involved in critical incidents and tactics to overcome obstacles that interfere with effective decision making during those incidents.

Module 4 – Post incident considerations
This module provides legal, policy and common-sense considerations to ensure officer(s) involved in use of force situations are protected legally, civilly, and administratively. Additionally, steps to enhance the officers' personal and mental well-being are discussed.

Module 4 – 1st and 3rd party considerations
Fourth Amendment status of a fugitive's residence. This module is designed to convey legal and policy considerations to enhance an officer's ability to determine such status thus providing legal, civil, and administrative protection.

Module 5 – Exigent planning
This module is designed to convey arrest considerations for static and mobile arrest operations. As always, safety is the paramount consideration along with team assignments / responsibilities, briefing details and medical details.

Module 6 – First Responder trauma medical
Designed to reinforce basic medical training provided to law enforcement such as the evaluation of injuries, direct pressure/pressure points, application of tourniquets, wound packing, lift-drags-carries, vehicle rescue/transport. The block will incorporate medical scenarios of complex, realistic situations involving injuries to officers and others, necessitating implementation of medical techniques taught while exercising sound tactics.

Module 7 – Combat mindset and leadership
Establishing an effective officer mindset to ensure mission completion while considering the safety of the officer, citizens, and suspects.

Module 8 – Basic room clearing and basic shield.
This module will introduce students to tactics basic to clearing a structure in a safe manner. Additionally, the students will be exposed to the ballistic shield, instructed on the proper use of the shield, as well as its strengths and drawbacks.

Module 9 – Mechanical breaching
This module conveys techniques to overcome locked doors as well as mechanically breaching other features such as windows and sliding glass doors.

Module 10 – Approach, building entry, and room clearing.
Students participating in the building entry scenarios will be required to encompass all considerations from the material presented prior to the scenarios. For instance,

provided a fugitive's location, the students may have to determine fourth amendment considerations, conduct exigent planning, apply varied use of force options, apply medical assistance, breach structures, and properly employ the ballistic shield.

Module 11 – Firearms/range training
The range day module is designed to enhance an officer's ability to accurately discharge their handgun while moving, discharge their handgun from various positions of disadvantage, properly employ their issued rifle / long gun, and transition between the handgun and rifle / long gun. Operating a shield while engaging a threat.

Module 12 – Arrest considerations involving vehicles.
This module is designed to impart techniques for officers to pin a fugitive's vehicle and effect his / her arrest safely and effectively. The Module also involves static scenarios in which the students participating in these scenarios will employ techniques presented in the arrest considerations involving vehicles lecture.

TRAINING GOALS

The goal of this training is to increase the effectiveness and safety of an officer when responding and taking part in a high-risk law enforcement operation. The effectiveness and safety aspect goes hand in hand with an increased skill set, positive mindset, and understanding of the law so that an officer can make a quick, effective, and appropriate decision in high risk and high stress situations.