

Cherokee Nation

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REQUEST FOR BIDS

CLASSROOM FURNITURE & SUPPLIES
TAHLEQUAH CHILD DEVELOPMENT CENTER



Bid Due Date: MARCH 28, 2025

CHEROKEE NATION

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

**CHEROKEE NATION
BID REQUEST
CLASSROOM FURNITURE & SUPPLIES
TAHLEQUAH CDC**

The Cherokee Nation is accepting bids from interested parties for the Classroom Furniture & Supplies for the Tahlequah Child Development Center located in Tahlequah, Oklahoma. The scope of work and specifications are included in this bid packet.

Interested parties are to provide a bid to furnish all labor, quality control, materials, supplies and supervision to complete the entire project. Interested bidders must follow all directions outlined in this bid packet including the utilization of mandatory bid response sheet to be considered fully responsive.

The lowest most responsive, responsible bid will be the determining factor in awarding this bid taking Indian Preference into consideration. The successful bidder will be issued an agreement and a purchase order incorporating the bid response.

Bids are due March 28, 2025 by 5:00 p.m.

MANDATORY SUBMITTAL INFORMATION: Bid submittal requirements must be followed. Each bid must be submitted on the prescribed, required form with all areas completed. If forwarded by mail, the envelope containing the bid and all other required, completed documents must be received on or before due date listed. Bids may be mailed to Cherokee Nation Acquisition Management, Attn: Janice Vaughan, P.O. Box 948, Tahlequah, OK 74465. Bids may be faxed to the attention of Janice Vaughan at (918) 458-4493 or (918) 458-7695 or e-mailed to janice-vaughan@cherokee.org. It is the bidder's responsibility to ensure delivery of bids by March 28, 2025, by 5:00 p.m. Any bids received after the designated date and time will be ineligible for award.

Bid Acceptance: Bids will be accepted from Indian and Non-Indian bidders. Cherokee Nation reserves the right to reject any and all bids. Cherokee Nation reserves the right to determine if a bid meets stated requirements, and to award a purchase order for the bid that is in the best interest of the Cherokee Nation including but not limited to the total cost and capability of the bidder. Bidders are responsible for any and all costs associated with the preparation and submission of bids. To be considered, bids must be received by the specified date and time; any bid received after stipulated date and time will be returned unopened. No bidder may withdraw their bid within 30 days after proposal due date.

TERO Certification: Indian preference will be given only to bidders 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 bid submittal.

TERO Requirements: Cherokee Nation TERO Office requirements apply to award of agreement; including fee of ½ of 1% of contract award. Successful bidder must complete required TERO paperwork and pay all applicable fees in accordance with the current Legislative Act for this project. Please contact Cherokee Nation Tribal Employment Rights Office (T.E.R.O.) at (918) 453-5000 with any questions. The successful bidder must have fees and all paperwork submitted to TERO for agreement to be considered fully executed.

Buy American – Recovery Act provisions: The buy American provisions direct that all of the iron, steel, and manufactured goods used in the project are produced or manufactured in the United States for a project for the construction, alteration, maintenance or repair of a public building or public work. This Buy American provision is applicable only to iron, steel, and manufactured good brought to the construction site for incorporation into a public building or public work. Products that do not fit the definition of manufactured goods are not covered.

Laws and Regulations: The bidder's attention is directed to the fact that all applicable State Laws, municipal ordinances, and the rules and regulations of all authorities having jurisdiction over construction of the project shall apply to the contract throughout, and they will be deemed to be included in the contract the same as though written out in full.

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 (Attn: Janice Vaughan) no later than on or before March 28, 2025 by **5:00 p.m.** The NATION will determine in writing if the conflict is significant and material and if so, may eliminate the contractor from submitting a proposal.

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 Bidder: The NATION may make such investigations as deemed necessary to determine the ability of the bidder to perform the work, and the bidder shall furnish to the NATION all such information and data for this purpose as the NATION may request. The NATION reserves the right to reject any bid if the evidence submitted by, or investigation of, such bidder fails to satisfy the NATION such bidder is properly qualified to carry out the obligations of the contract and to complete the work contemplated therein. Conditional bids will not be accepted.

Subcontracts: The successful bidder is specifically advised that any person, firm, or other party to whom it is proposed to award a subcontract under this contract must also be acceptable to NATION. Any proposed subcontracts must be approved by the NATION, and the TERO office must be consulted prior to subcontractor being on site to ensure all appropriate forms, paperwork, and approvals are in place. Successful bidder will be required to complete the Request for Acceptance of Subcontractor at time of contract signing if subcontractor to be utilized. All sums due to any suppliers or subcontractors 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.

Method of Award – Lowest Bid That Contains Lowest Most Responsive/Reasonable Offer From Qualified Bidder: After consideration of price and other factors, the project will be awarded to the bidder whose bid is determined to be the lowest most responsive/reasonable offer taking Indian Preference into consideration and in the best interest of the Nation to accept. Award shall be made under unrestricted solicitations to the lowest, most responsive/reasonable bid from a qualified economic enterprise or organization within the maximum total budget price established for the specific project or activity being solicited in accordance with Cherokee Nation Acquisition Management Policy & Procedures. Indian/TERO Preference will be given only to bidders who provide proof of current TERO certification from the Cherokee Nation Tribal Employments Office (TERO) in accordance with current Cherokee Nation Policy. Proof of TERO certification must accompany and be included in sealed bid submittal.

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. 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.

General Information: Cherokee Nation reserves the right to waive any informalities or to reject any and all bids. Award will be to the lowest most responsible responsive bidder and will be subject to availability of funds. Indian preference will be given to Contractors certified as an Indian-Owned firm by the Cherokee Nation Tribal Employment Rights

Office (T.E.R.O.). Proof of certification must accompany all bids. No bidder may withdraw their bid within thirty (30) days after bid opening date.

A prospective contractor seeking to receive Indian Preference under this contract must be certified as an Indian-owned firm by the Cherokee Nation Tribal Employment Rights Office (TERO) and submit proof of that certification with their bid.

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.

Contractor's Insurance Requirements: Before performing contractual services on the behalf of or for the Cherokee Nation, compliance with the following insurance requirements must be verified:

**** Provide an original Certificate of insurance naming the Cherokee Nation as a certificate holder and additional insured with respect to general liability, automobile liability, and builders risk policies, as their interest may appear with respect to the operations defined in this bid packet. The certificate shall reflect that coverage has been placed with an AM Best Rated Carrier of at least A IX and will contain the following information for each required coverage:**

- 1) Type of insurance
- 2) Policy number
- 3) Effective date
- 4) Expiration date
- 5) Limits of Liability (this amount is usually stated in thousands)
- 6) Thirty day notice of cancellation, except ten-day cancellation clause will apply for nonpayment of premium.

**** Required Coverages:**

- 1) 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.

2) General Liability:

Coverages:

Commercial (including products/completed operations) with specific reference made to coverage for lead abatement (as this is usually excluded under standard commercial general liability policies). In addition to the additional insured endorsement, the commercial general liability policy shall also include a waiver of subrogation in favor of Cherokee Nation of Oklahoma.

Limits of Liability:

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

3) Automobile Coverage:

Vehicles Covered:

All Autos

Hired Autos

Non-owned Autos

Limits of Liability:

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

NOTE:

The Contractor shall either: (1) require each of his subcontractors to procure and to maintain during the life of his subcontract, Subcontractor's Public Liability and Property Damage for the type and in the same amounts as specified above, or (2) insure the activities of this subcontractors in his own policy. Each subcontractor policy must also name Cherokee Nation as an additional insured with respect to general liability and auto liability.

**MANDATORY BID RESPONSE SHEET
CLASSROOM FURNITURE & SUPPLIES
TAHLEQUAH CDC**

THE FOLLOWING DETAILED SPREADSHEET MUST BE COMPLETED AND ATTACHED TO THIS RESPONSE SHEET FOR IT TO BE A COMPLETED BID RESPONSE.

GRAND TOTAL \$ _____

LEAD TIME ARO: _____

ALL SPECIFICATIONS FULLY MET: _____ YES _____ NO

PRODUCT SPECIFICATIONS INCLUDED: _____ YES _____ NO

NOTE TO BIDDERS REGARDING INDIAN PREFERENCE: (Check One)

TERO Certified Contractor: _____ Yes _____ No

(Proof of certification must accompany all bids)

Major Cherokee Employer: _____ Yes _____ No

(Bidder must contact TERO at 918-453-5000 for this preference)

SUBMITTED:

Company Name

Company Address

Company Address

Authorized Signature

Print Name & Title

Scope of Work & Specifications
Provided by: Tahlequah CDC _____

ALL ITEMS REQUESTED WILL BE LISTED ON THE
SPREADSHEET ATTACHED AND THE
DESCRIPTIONS & PICTURES OF ITEMS WILL BE
A SEPARATE ATTACHMENTS UNDER THE
DOCUMENT SECTION.

ALL ITEMS NEED TO BE DELIVERED ON OR BEFORE
APRIL 15th TO THE FOLLOWING ADDRESS.

16794 W CHEROKEE
TAHLEQUAH, OKLAHOMA 74464

School Age Bid	QTY	Unit Cost	Total Cost
Sense of Place Range and Sink	3		
Sense of Place Refrigerator	3		
Sense of Place 42" Oval Table	3		
Sense of Place Armoire	3		
Sense of Place Curio Storage	12		
Sense of Place Farmhouse Table and Two Benches	3		
Sense of Place Fireplace	3		
Sense of Place Tan Vinyl Couch	1		
Sense of Place Tan Vinyl Chair	2		
Sense of Place Circle Acrylic Wall Mirror	3		
Sense of Place 30" Right Curved Storage	3		
Sense of Place 30" Left Curved Storage	3		
Sense of Place 30" Corner Unit	6		
Sense of Place Shelving and Tote Storage	3		
Sense of Place Rectangular Storage Baskets- Set of 3	9		
Sense of Place Woven Storage Totes - Set of 4	4		
Senses of Place Woven Baskets - Set of 3	3		
Sense of Place Circle Woven Mirror Trays - Set of 3	3		
Sense of Place Cozy Classroom Arch	3		
Premium Solid Maple 4 - Section Coat Locker	12		
Washable Wicker Basket - Shallow	48		
Washable Wicker Basket - Small	48		
Premium Solid Maple Chairs - 12" seat height - Set of 2	6		
Hedgehog Washable Wicker Basket	3		
Turtle Washable Wicker Basket	3		
Acorn Washable Wicker Basket	3		
Sense of Place Leaf Carpet - Green 6'x9' Rectangle	1		
Sense of Place Lowland Stripe Carpet - Green 6' x 9' Oval	1		
Sense of Place Nature's Stripes Carpet - Green 6' x 9' Rectangle	1		
Sense of Place Carpet Runner - Green 8' x 2' Rectangle	1		
Dramatic Play Pop Up Toaster	3		
Mix & Make Blender	3		
Sence of Place Hex Carpet - Blue - 6'x 9' Rectangle	1		
Sense of Place Geometric Carpet - Blue 6' x 9' Rectangle	1		
Sence of Place Hex Carpet - Natural 6' x 9' Rectangle	1		
Early Engineering Set	1		
Stones and Minerals Loose Parts Kit	3		
Kid's Stanley 10 piece Tool set with Tool Belt	3		
Kids Stanley Toolbox with 5 piece Tool set	3		
Unit Rocks	2		
Branch Blocks	1		
Sense of Place 2 shelf mini open storage 30"	3		
Rectangle Nesting Baskets Set of 3	3		
Washable wicker baskets - Small set of 10	3		
Unit Blocks Classroom Set III - 307 pieces, 28 shapes	1		
Block Labels - 85 Dark Brown, Adhesive Precut	2		

Multi Level Classroom Dollhouse	3		
Parking Garage with Elevator	1		
Parking Garage with Elevator Wooden Transportation Set 24 pieces	3		
Miniature Traffic Signs 7" High 13 Pieces	3		
Community Building Set	1		
Super Wheels Combot - Set of 4	3		
International Families and Community Workers - 42 pieces	3		
Four Season Double-Sides Wood Trees - 12 pieces	1		
Hardwood Mirror Block Set - 10 pieces	3		
Discovery Circles - Natural 6 pieces	3		
Discover Triangles -Natural 6 pieces	3		
Discovery Squares - Natural 6 pieces	3		
Architecture Poster Set - Set of 12	3		
Unit Bricks	1		
Sense of Place Cozy Corner Couch, Lounge Chair and Ottoman	4		
Sense of Place Cozy Corner Couch, Lounge Chair and Ottoman	2		
Sense of Place Cozy Corner Couch, Lounge Chair and Ottoman	3		
Sense of Place Square Collaboration Table	9		
Sense of Place Collaboration Bench	6		
Sense of Place 14" Classroom Chair	24		
Sense of Place 16" Classroom Chair	18		
Sense of Place Kitchen Island	3		
Sense of Place Kitchen Island Stools - Set of 2	3		
Children's Washable Wicker Chair - Set of 2	3		
Washable Wicker Mirrored Table	3		
Four Season Double-Sides Wood Trees - 12 pieces	1		
Modern Vinyl Chair green	2		
Modern Vinyl Chair Blue	2		
Sense of Place Leaf Carpet - Blue Rectangle	2		
Sense of Place Highland Strip Carpet Blue Oval	2		
Sense of Place Nature's Strips Blue Rectangle	2		
Sense of Place Carpet Runner - Blue 8' x 2' Rectangle	2		
Magnetic Fossils 3D Puzzle - Megalodon Tooth 6 pieces	3		
Magnetic Fossil 3D Puzzle - Trilobite 6 pieces	3		
Forest Animals Bingo	1		
Ocean Bingo	1		
Zoo Animals Bingo	1		
Insect Life Cycle Game - Investigate Bees, Ants, Butterfly and Firefly	2		
Dinosaur Picture Cards and X-Rays	3		
The Five Senses Books - Set of 5	3		
Learn with Me Science Books Set of 5	3		
Little Pavers Block Builders - 60 pieces	3		
Little Bricks Construction Set - 60 pieces	3		
Parquetry Blocks Super Set	3		
Friendly Farm Animals Magnetic Number Maze	2		
Teaching Cash Register	3		
Tempera Cakes with Tray	3		

Rounded and Flat Tipped Brush Asst. Set of 24	3		
Flat Stubby Handle Paintbrush - Set of 30	3		
Tabletop Paintbrush Stand	3		
Spinning Tabletop Art Storage	3		
Foam Jumbo Stampers with Animals, Sealife, Insects, and Transport	3		
Foam Brushes and Rollers Set	3		
Dip and Print Sponge Classpack	3		
Non Spill Paint Pots- Set of 10	3		
Sports Ball and Bag Set	2		
Kid's Pottery Wheel	3		
Water - Restistant Markers- Fabric Liner 12 Colors	3		
Wooden Rulers	3		
Human Body Puzzle with 24 Pieces	3		
Big Puzzle set with Metal Rack - Set of 24	1		
Sea Life Floor Puzzle - 24 pieces	1		
Sea Turtle Floor Puzzle - 100 piece	1		
Round Table Puzzle - Landmarks - 500 Pieces	2		
Soccer Pop Up Goal	1		
Coffee Maker	3		
Pretend Cooking Pans and Utensils - 6 pieces	3		
Dramatic Play Stainless Steel Kitchen Set with Utensils - 12 pieces	3		
1-10 counting can with fruits and vegetables	1		
Shop with Me Grocery Cart	3		
Modern Pretend Play Cleaning Set with Stand	3		
Spray, Squirt, & Squeegee Play Set	3		
Wooden Doll Bed with Bedding	1		
Loveable 20 " Soft Body Baby Doll Caucasion	3		
Loveable 20 " Soft Body Baby Doll African	3		
Loveable 20 " Soft Body Baby Doll Hispanic	3		
Loveable 20 " Soft Body Baby Doll Asian	3		
Soft and Loveable 20" Realistic Doll Clothes and Booties - Set of 3	3		
Doll Eyeglasses - Set of 2	3		
Writing Readiness Dry Erase	2		
Life Size Pretend Play Breakfast, Lunch and Dinner Meals	3		
Life Size Pretend Play Interntional Food Collection	3		
Vinyl Dinosaurs - 11 Pieces	3		
North American Wildlife - Set of 13	3		
Animals of the Sea - 11 pieces	3		
Worldwide Animals- 21 pieces	3		
Animals on a farm - 12 piece	3		
Transparent Marble Run	2		
Aluminum Scoops and Sifter Set	3		
	506		