

Cherokee Nation

www.cherokee.org

REQUEST FOR BIDS

**2 Full Size Black 7-8 Passenger FWD SUV's for CN Food
Distribution**



Bid Due Date: April 15, 2021

CHEROKEE NATION

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

CHEROKEE NATION BID REQUEST

2-Full Size Black 7-8 FWD Passenger SUV's for CN Food Distribution

The Cherokee Nation is accepting bids from interested parties for 2-Full Size Black 7-8 Passenger FWD SUV's for CN Food Distribution. Interested parties are to provide a bid to furnish product equal to or better than the specifications provided. 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 in accordance with Cherokee Nation Acquisition Management Policy and Procedures. The successful bidder will be issued a purchase order incorporating the bid response.

Bids are due April 15, 2021 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. 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 bid by April 15, 2021 by 5:00 p.m. Any bids received after the designated date and time will be ineligible for award.

Interpretation of the Bid Documents: All questions or requests for interpretation of the bid must be submitted in written format to Cherokee Nation Acquisition Management. Requests may be e-mailed to janice-vaughan@cherokee.org. Requests may also be faxed to (918) 458-4493 or (918) 458-7695, Attention: Janice Vaughan. Questions are due by: Thursday April 08, 2021 @5:00pm. Responses will be posted on the website www.cherokeebids.org with the Request for Bid information by Friday April 09, 2021.

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.

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 April 15, 2021 **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.

Method of Award – Lowest Bid That Contains Lowest Most Responsive/Reasonable Offer From Qualified Bidder: After consideration of price and other factors, the purchase order 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 to the lowest, most responsive/reasonable bid in accordance with Cherokee Nation Acquisition Management Policy and 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 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 of purchase order will be to the lowest most responsible responsive bidder and will be subject to availability of funds. All sums due to any suppliers utilized by successful bidders must be paid or will be paid within ten (10) days of receipt of any money received from the Cherokee Nation under any purchase order. 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.

MANDATORY BID RESPONSE SHEET
2-Full Black Size 7-8 FWD Passenger SUV's for CN Food
Distribution

| <u>Product Description</u> | <u>QTY</u> | <u>UNIT COST</u> | <u>TOTAL</u> |
|-----------------------------------|-------------------|-------------------------|---------------------|
| SUV | 2 | _____ | _____ |

GRAND TOTAL BID \$ _____

LEAD TIME ARO: _____

ALL SPECIFICATIONS ARE FULLY MET: _____ **YES** _____ **NO**

PRODUCT SPECIFICATIONS INCLUDED: _____ **YES** _____ **NO**

Cherokee Nation will consider bids for product equal to or better. If not bidding exact product, complete details and specifications for product must be submitted with bid.

NOTE TO BIDDERS REGARDING INDIAN PREFERENCE:

TERO Certified Contractor: _____ Yes _____ No
(Proof of certification must accompany all bids)

SUBMITTED:

Company Name

Company Address

Authorized Signature

Print Name & Title

Product Specifications and Requirements
Provided by: Tahlequah Food Distribution

TWO FULL SIZE Black (7 TO 8) PASSENGER SUV'S WITH FOUR WHEEL DRIVE:

MECHANICAL

- 5.3 L V8 engine or equal to
- Automatic transmission with select shift
- 4-wheel antilock disc brakes
- 7,500 lbs. GVWR
- Automatic Emergency Braking
- Engine air filtration monitor
- External engine oil cooler
- Fuel, gasoline, E15
- Hill start assist
- Mechanical jack with tools
- Mechanical limited –slip rear differential
- StabiliTrak, electronic stability control system with traction control
- Power steering
- Suspension, front coil-over shock
- Suspension, rear multi-link
- Trailer sway control
- Trailering equipment

EXTERIOR

- **Black - Only**
- 17" all-season black wall spare tire
- 17" full-size spare steel wheel
- 18" painted aluminum wheels
- 18" 10 ply-tires
- Acoustic laminated glass
- Black assist steps
- Black roof rack cross rails
- Bright roof-mounted side rails
- Deep-tinted glass
- Driver alert package
- Glass, windshield shade band
- Hands-free power lift gate
- Highway safety kit
- IntelliBeam
- LED Headlamps
- LED tail lamps
- Rainsense automatic wipers
- Rear intermittent wiper
- Spare tire carrier
- Upper active aero shutters
- Wheel locks
- 22" x 9.0", steel interim

INTERIOR

- 10-way power driver and front passenger seats
- 10.2" diagonal multicolor reconfigurable infotainment screen
- 12-volt outlet
- 4G LTE Wi-Fi hotspot capable

- 9 speaker audio system
- 7 airbags
- Cruise control
- Assist handles
- Bluetooth
- Cargo management system
- Carpeted floor covering
- Carpeted floor mats
- Center console lockable storage box
- Connected access capable
- Infotainment 3 plus system with 10.2" diagonal color touch-screen
- Driver Alert package
- Driver and front passenger visors with illuminated mirrors
- Electrical theft-deterrent system
- Electronic precision shift
- Forward collision alert
- Front pedestrian braking
- Front and rear park assist
- Front bucket seats
- Front center console
- HD radio
- HD rear vision camera
- Inside review manual day/night mirror
- Interior lighting
- Keyless open
- Keyless start
- LATCH system
- Lane change alert with side blind zone alert
- Lane keep assist with lane departure warning
- Leather-wrapped steering wheel
- Manual 60/40 split-folding third row bench seat
- Manual tilt and telescoping steering column
- Manual folding second row 60/40 split-bench seats
- OnStar connected services capable
- Overhead assist handles
- Power door locks
- Power windows with driver express-up/down
- Power windows with front passenger express-down
- Air condition with driver/front passenger climate controls
- Rear park assist
- Rear air conditioning
- Rear window defogger
- Remote start
- Seat trim Leather
- Seat adjuster, 10 way power
- Steering column lock control
- Steering wheel mounted controls
- Tire pressure mounting system
- Tri-zone automatic climate control
- USB data ports
- USB data ports with SD card reader
- USB ports for rear passengers
- Warning tones
- Wireless Apple car play/Wireless Android auto capability for compatible phones

SAFETY

- 7 Airbags
- Automatic emergency braking
- Forward collision alert
- LED daytime running lamps

- Rear child security door locks

WARRENTY

- 1 scheduled maintenance visit 1 Year/1 Visit
- Bumper-to-Bumper Limited Warranty 3 years/36,000 mile
- Corrosion Limited Warranty 3 years/36,000 Rust-Through 6 years/100,000 Miles
- Powertrain/Drivetrain limited warranty 5 years/60,000 miles Qualified Fleet Purchases: 5 years/100,000 miles
- Roadside Assistance program and available courtesy transportation 5 years/60,000 miles Qualified Fleet Purchases: 5 years/100,000 miles

MUST BE DELIVERED NO LATER THAN 21 DAYS FROM DATE PURCHASE ORDER ISSUED TO SELECTED VENDOR.

**MUST BE DELIVERED TO:
CHEROKEE NATION FOOD DISTRIBUTION – TAHLEQUAH SITE
17675 S. MUSKOGEE, TAHLEQUAH, OK 74464**