

Cherokee Nation

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REQUEST FOR SEALED BIDS

**Handheld Radios, VHF Mobile, Repeaters, & Mobile Radios
For Cherokee Nation Marshal Service**



Bid Due Date: February 23, 2023

CHEROKEE NATION

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

**CHEROKEE NATION
REQUEST FOR SEALED BIDS
Handheld Radios, VHF Mobile, Repeaters, & Mobile Radios**

The Cherokee Nation is accepting sealed bids from interested parties for handheld radios, VHF radios, repeaters, and mobile radios. There will be removal of existing units, installation and set-up of new units, and onsite training required. The specifications are included in this bid packet.

Interested parties are to provide a sealed 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 taking cost, delivery, and training capabilities into consideration will be the determining factor in awarding this bid taking Indian Preference into consideration in accordance with Cherokee Nation Acquisition Management Policy & Procedures. The successful bidder will be issued a purchase order incorporating the bid response.

Sealed Bids are due February 23, 2023 by 5:00 p.m.

The Cherokee Nation invites bids on the form attached hereto, all blanks of which must be appropriately filled in. Bids will be received by the NATION at the **Acquisition Management Department until February 23, 2023 at 3:00 p.m. CT**, “The envelopes containing the bids must be sealed, addressed to Cherokee Nation, Attn: Pam Jumper, Acquisition Management Department, P.O. Box 948, Tahlequah, Oklahoma, 74465. Bids may also be hand delivered to Cherokee Nation Acquisition Management, Attn: Pam Jumper, 17665 S. Muskogee Avenue, Tahlequah, Oklahoma 74464. **BIDS MUST BE RECEIVED ON OR BEFORE February 23, 2023 AT 3:00 P.M. CT TO BE CONSIDERED. BIDS MUST BE SEALED AND CLEARLY MARKED “SEALED BID, DO NOT OPEN, SOLICATION: “Handheld Radios, VHF Mobile, Repeaters, & Mobile Radios”. A PUBLIC BID OPENING WILL BE HELD ON FEBRUARY 23, 2023 @ 3:00 P.M. IN THE FINANCIAL RESOURCES CONFERENCE ROOM LOCATED IN THE FINANCIAL RESOURCES BUILDING (DIRECTLY BEHIND THE MAIN COMPLEX) 17665 S. MUSKOGEE AVENUE, TAHLEQUAH, OKLAHOMA.**

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 maybe e-mailed to Pam Jumper at pam-jumper@cherokee.org.

- a) To be given consideration, questions and interpretation requests must be received no later than **February 15, 2023, by 5:00 p.m. CT.**
- b) Any and all such answers and interpretations and any supplemental instructions will be in the form of written addenda to the bid which, if issued, will be communicated

in written format to all prospective bidders not later via a posting on the NATION'S website, www.cherokeebids.org with bid announcement. Due date for interpretations for this bid shall be **February 20, 2023 by 5:00 p.m. CT.**

- c) No answers or interpretation of the bid documents will be made to any bidder orally.
- d) Failure of any bidder to receive any such addendum or interpretation shall not relieve such bidder from any obligation under his bid as submitted. All addenda so issued shall become part of the contract documents.

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: Pam Jumper) no later than **February 15, 2023 by 5:00 p.m. CT.** 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 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 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 of purchase order will be to the lowest most responsible 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.

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
Handheld Radios, Repeaters, VHF Mobile, & Mobile Radios

Product Description	QTY	UNIT COST	TOTAL
Handheld Radios			
APX NEXT Portable Radio	27	_____	_____
VHF Mobile Radios			
XPR 5550E VHF 45 Watt Digital/Analog Mobile Radios	27	_____	_____
REPEATERS			
SVR-P250 Vehicular Repeater	27	_____	_____
Mobile Radios			
APX6500 700/800 Mobile Radio	27	_____	_____
Specific Programming & Set-up			_____
Onsite Training			_____
Removal of Existing Units			_____
Installation of New Units			_____

Interoperability between XPR5550E & SVR-P250: ____ Yes ____ No

GRAND TOTAL BID \$ _____

LEAD TIME ARO: _____

ALL SPECIFICATIONS ARE FULLY MET: ____ YES ____ NO

**ALL SPECIFICATIONS INCLUDED WITH SEALED BID
SUBMITTAL:** ____ 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

Phone/Fax Numbers

PRODUCT SPECIFICATIONS & REQUIREMENTS PROVIDED BY: CHEROKEE NATION MARSHAL SERVICE

Delivery To:

Cherokee Nation Marshal Service
22114 S Bald Hill Rd, Tahlequah OK, 74464

Handheld Radios

Brand- Motorola
Model- APX NEXT Portable Radio
Quantity- 27
Color- Black

Please include service, software, warranty information and process.

To include the following features:

- Dual band Simultaneous Operation in VHF, 700 and 800 MHz Bands
- WiFi – 2.4 and 5 GHz Bands
- LTE (FirstNet, Verizon & Bell Mobility Certified)
- 3W Speaker with Adaptive Equalization
- 2 Internal Digital Microphones
- Adaptive Noise Suppression Intensity
- Built-in GNSS (GPS and GLONASS)
- Smart Locate and Indoor Positioning
- SmartMapping
- 256-bit multi-key AES
- Single-key ADP Encryption
- P25 Authentication
- IPx8 Submersion (Delta-T)
- Text Messaging
- ViQi Voice Interaction
- IMPRES 2 Smart Battery Technology
- Multicast Voting Scan
- Bluetooth

To include the following equipment:

Quantity	Description	Model#
27	Impres Gen2 LIION, IP68, 4400T Battery Pack	
27	XV Remote Speaker Microphone	PMMN4123
27	Classic Holster	PMLN7947
27	Impres 2 single-unit charger	NNTN9199
10	Impres 2 Multi-unit (6 radio) Charger	NNTN9115

Must include radio programming and setup specific to CNMS needs and wants. Must include onsite training for personnel.

VHF Mobile

Brand- Motorola
Model- XPR 5550E VHF 45Watt Digital/Analog Mobile Radio
Quantity- 27

Please include service term, software, warranty term/information and process.

To include the following features and equipment:

- Antenna, Coax/Wiring, Connectors
- Enabled Wi-Fi, GPS and Bluetooth
- Intelligent Audio
- Palm Microphone
- All necessary wiring and accessories
- Upto 1,000 channels

Repeater

Brand- Pyramid
Model- SVR-P250 Vehicular Repeater
Quantity- 27

Please include service term, software, warranty term/information and process.

To include the following features and equipment:

- P25 Compliant
- Up to 20 Channels
- 2Watt or Greater Coverage
- Wide or Narrow Band
- AES / DES Encryption
- Emergency Signaling

Must include delivery and installation for twenty-seven (27) vehicles at property.

Must include radio programming and setup specific to CNMS needs and wants. Must include onsite training for personnel. Interoperability between XPR5550E and SVR-P250 required.

Mobile Radios

Brand- Motorola
Model- APX6500 700/800 Mobile Radio
Quantity- 27

Please include service term, software, warranty term/information and process.

To include the following features and equipment:

- Remote Mount Mid Power
- 3DB Gain Antenna 700-800 compatible
- APX E5 Control Head
- APX Control Head Software
- Astro Digital CAI Operation
- Smartzone Operation APX6500
- P25 Trunking Software for APX
- TDMA Operation APX
- Palm Microphone
- 15W or Bigger Water Resistant Speaker
- All necessary wiring and accessories

Must include delivery and installation of the APX6500 units into 52 vehicles at property.

Must include radio programming and setup specific to CNMS needs and wants. Must include onsite training for personnel.