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**CHEROKEE NATION ENTERTAINMENT, L.L.C.**

**REQUEST FOR PROPOSAL**

**PROJECT NAME: CNE Fire Suppression Systems**

**RFP NUMBER:**

**DATED: May 16, 2023**

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## 1.0 INTRODUCTION

### 1.1 Company

Sealed bids are being solicited by Cherokee Nation Entertainment, L.L.C. or the Cherokee Nation Entertainment, L.L.C. wholly-owned entity identified in the attached Statement of Work (“Company”) to execute Fire Suppression Systems Inspections for all Cherokee Nation Businesses properties as requested in the attached scope of work and spreadsheet. **VENDOR** to supply all labor and materials to perform annual and semiannual inspections of the fire suppression systems located at the attached addresses (see spreadsheet). This inspections will be in accordance with **OAC 310:205-3-7, NFPA #25, 2015 International Fire Code and the Local Authority having Jurisdiction. VENDOR** will be required to have all approved licenses to perform work in the State of Oklahoma and on Cherokee Nation Entertainment properties. **VENDOR** must also use only approved methods and materials to complete this work. All work will be performed during approved hours by property management. Some work will have to be completed outside normal business hours.

### 1.2 Contact

All questions related to this document should be directed by email to Talia Myres at the following address: [Talia.Myres@cnenet.com](mailto:Talia.Myres@cnenet.com)

### 1.3 Business Objective

This RFP details our goals and services required. Through this contract, CNE intends to obtain the highest level of service for each of its businesses, regardless of size or location, to minimize costs, and improve operational efficiencies. CNE is also interested in utilizing the best, current, and latest technologies. The bidder must supply all the information required by the RFP Documents, hereinafter defined.

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## **2.0 Instructions to Bidder**

### **1.00 DEFINITIONS**

- 1.01 The "RFP Documents" shall mean and shall include the Solicitation to Bid, Instructions to Bidder; Bid Schedule, Statement of Work, Drawings and Specifications, and all other attachments, exhibits, and other documents attached hereto and/or incorporated by reference herein.
- 1.02 "Company" refers to Cherokee Nation Entertainment, L.L.C. or the Cherokee Nation Entertainment, L.L.C., or the wholly-owned entity soliciting bids and/or proposals for the work described in the Statement of Work.
- 1.03 "Company Representative" refers to the Company personnel who has been designated as the Project Manager, Solicitation to Bid, or other authorized representative of company as may be designated in writing.
- 1.04 "Contractor" refers to the party acting directly or through agents, subcontractors, or employees and is currently under Contract with the company or, upon the award of the bid, will enter into a contract directly with the company.
- 1.05 "Subcontractor" refers to the party contracting with the Contractor for any part of the work as defined in the Statement of Work.
- 1.06 "Work" includes all services to be performed or things to be furnished by the Contractor, or both services and things, as the context reasonably requires, including all supervision, labor, materials, supplies, tools, equipment, light, water, fuel, power, heat, transportation, or other facilities necessary for the discharge of all of Contractor's obligations as described in the Statement of Work.

### **2.00 DESCRIPTION OF WORK**

- 2.01 The Work to be performed is described in Section III, Statement of Work and Specifications, of the enclosed RFP Documents.

### **3.00 FAMILIARITY WITH RFP DOCUMENTS AND PROPOSED WORK**

- 3.01 The bidder has the responsibility for examination of all RFP Documents, inspection of all work sites, and familiarization with all conditions concerning the work. Failure or neglect of the bidder to discharge this responsibility will not excuse nonperformance.
- 3.02 The bidder has the responsibility to estimate the time and quantities of work required to complete the work. Failure or neglect of the bidder to discharge its responsibility will not excuse nonperformance.
- 3.03 Company may require prospective bidders to complete a Non-Disclosure Agreement prior to providing the Statement of Work to a prospective bidder.

#### **4.00 BIDDING INSTRUCTIONS**

- 4.01 If applicable, the bidder shall make its bid by inserting the bidder's figure in the applicable blanks of the Bid Response provided in the Statement of Work, by initialing those inserted figures, by completing any forms, and by returning the completed Bid Schedule to the company.
- 4.02 The bidder must furnish with its bid, a completed, signed Business Relationship Affidavit, a copy of which is included in the RFP Documents as Section VI.
- 4.03 The bidder must furnish with its bid, a completed, signed Non-Collusion Affidavit, a copy of which is included in the RFP Documents as Section VI.
- 4.04 If applicable, the Bid Schedule must be completed in ink or by printer. The Bid Price on the Bid Schedule must be stated in words and figures, in case of a conflict words will take precedence. No alterations, additions or erasures shall be made on the Bid Schedule. Erroneous entries shall be lined out, initialed by the bidder and the correct entry inserted.
- 4.05 If applicable, all names on the Bid Schedule must be typed or printed below the signature.
- 4.06 If applicable, the Bid Schedule shall contain an acknowledgment of receipt of all Addenda (the numbers of which shall be filled in on the Bid Schedule).
- 4.07 If applicable, the address to which communications regarding the Bid Schedule are to be directed must be shown.

- 4.08 Bids shall be submitted at the time and place indicated in the Solicitation to Bid, marked with the Project Title, Bid Number, Name and Address of the bidder, and accompanied by the other required documents.

## **5.00 QUALIFICATION OF BIDDERS**

- 5.01 No bid will be accepted unless the bidder can, if requested, show to the satisfaction of the Company evidence of its experience and familiarity with work of the character specified. This may include, at the company's option, evidence of similar work by its firm (or principal employees) that has been performed satisfactorily and completed during the past five (5) years.
- 5.02 No bid will be accepted unless the bidder can show to the satisfaction of the Company evidence of its financial ability to perform the work, successfully and properly, to completion.
- 5.03 If bidder has a parent company or relies on a parent company to obtain or fulfill any of the work to be contracted, then company has the right to required bidder's parent company to provide guarantee of bidder's proposal and the performance of any obligations arising under a Contract Agreement if bidder has been awarded the bid.
- 5.04 If awarded the bid, bidder and any subcontractors of bidder in the performance of the work shall, to the greatest extent feasible, give preference to Indian organizations, Indian-owned enterprises and individuals as certified by TERO. First preference shall be given to members of the Cherokee Nation and their businesses. Second preference shall be given to members of all other federally recognized tribes.

## **6.00 INTERPRETATIONS**

- 6.01 All questions about the meaning or intent of the RFP Documents shall be submitted to the Company Representative in writing. Replies will be issued by Addenda mailed to, delivered or sent by facsimile to all parties recorded by company as having received the RFP Documents. Questions received less than two days prior to the date for opening of bids will not be answered. Only questions answered by formal written Addenda will be binding. Oral and other interpretations or clarifications will be without legal effect.

## **7.00 CONTRACT TIME**

7.01 If applicable, as required in the Statement of Work, the number of days within which the work is to be completed, or the date by which the work is to be completed shall be provided as set forth in the Bid Schedule and will be included in the Contract Agreement.

7.02 If a Project Schedule is required or a Date of Substantial Completion is defined per the Statement of Work, then the Contract Time for the work to be performed shall be considered a material consideration in the award of the bid.

## **8.00 LIQUIDATED DAMAGES**

8.01 Provisions for liquidated damages, if any, will be specified in the Statement of Work and/or as set forth in the Contract Agreement.

## **9.00 SUBSTITUTE MATERIAL AND EQUIPMENT**

9.01 If material and equipment as described in the Statement of Work are a basis for award, then the Contract, if awarded, will be on the basis of material and equipment described in the Statement of Work and Specifications without consideration of possible substitute or "or-equal" items. Whenever it is indicated in the Statement of Work and Specifications that a substitute or "equal" item of material or equipment may be furnished or used by a Contractor if acceptable to company, application for such acceptance will not be considered by company until after the effective date of the Contract Agreement.

## **10.00 REJECTION OF BIDS**

10.01 Bids received more than ninety-six (96) hours, excluding Saturdays, Sundays and holidays, before the time set for opening of bids, as well as bids received after the time set for opening of bids, will not be considered and will be returned unopened.

10.02 Company reserves the right to reject any and all bids when such rejection is in the best interest of company. All bids are received subject to this stipulation and Company reserves the right to decide which bid shall be deemed lowest and best. A violation of any of the following provisions by the bidder shall be sufficient reason for rejecting his bid, or shall make any Contract between Company and the Contractor that is based on his bid; (i) null and void; divulging the information in said sealed bid to any person, other than those having a financial interest with him in said bid, until after bids have been opened; (ii) submission of a bid which is incomplete, unbalanced, obscure, incorrect, or which has conditional clauses, additions, or irregularities of any kind not in the original Bid Schedule, or which is not in compliance with the Instructions to Bidder and Solicitation to Bid, or which is

made in collusion with another bidder. The foregoing list is non-exhaustive and company reserves the right to reject a bid or nullify any Contract between Company and the Contractor that is based on his bid for any other reason it deems is in the best interest of the company.

#### **11.00 BIDS TO REMAIN OPEN**

All bids and pricing submitted under this RFP shall remain valid and open for **Nine (9) months** after the day of the bid opening, but company may, in its sole discretion, release any bid prior to that date.

#### **12.00 AWARD OF CONTRACT**

- 12.01 Company reserves the right to reject any and all bids, to waive any and all bid document requirements and to negotiate Contract terms with the successful bidder, and the right to disregard all nonconforming, nonresponsive or conditional bids. Discrepancies between words and figures will be resolved in favor of words. Discrepancies between the indicated sum of any column of figures and the correct sum thereof will be resolved in favor of the correct sum.
- 12.02 Company reserves the right to issue one award, multiple awards, or reject all bids. All quotes are subject to negotiation prior to award. Awards may be issued without discussion of quote received, and quotes should initially be submitted on the most favorable terms from a price and technical standpoint.
- 12.03 In evaluating bids, company shall consider the qualifications of the bidders and whether or not the bids comply with the prescribed requirements.
- 12.04 Company may consider the qualifications and experience of subcontractors and other persons and organizations (including those who are to furnish the principal items of material or equipment) proposed for those portions of the work as to which the identity of subcontractors and other persons and organizations must be submitted. Operating costs, maintenance considerations, performance data and guarantees of materials and equipment may also be considered by company.
- 12.05 Company may conduct such investigations as it deems necessary to assist in the evaluation of any bid and to establish the responsibility, qualifications, and financial ability of the bidders, proposed subcontractors and other persons and organizations to perform the work

in accordance with the terms of a Contract Agreement and to company's satisfaction within the prescribed time.

- 12.06 Company reserves the right to reject the bid of any bidder who does not pass any such evaluation to company's satisfaction.
- 12.07 A Contract Agreement along with the terms and conditions of such agreement will be negotiated upon award. Company may rescind the award of a bid for failure to agree upon the terms of the Contract Agreement within a reasonable period of time or for bidder's failure to negotiate in good faith or timely respond to requests or inquiries of company. Prior to the execution of a Contract Agreement by an authorized representative(s) of each party, the successful bidder shall not perform any services, conduct any business on Company property or acquire or procure any supplies, materials or equipment on behalf of company to be used in performing the work as bid, unless specifically requested by an authorized Company Representative in writing. Company will notify the successful bidder in the Statement of Work or Notice of Award that additional executive or board of directors' approval will be required prior to negotiating the terms of a Contract Agreement. In the performance of the work awarded, Company, Contractor and its subcontractor(s) shall, to the greatest extent feasible, give preference to Indian organizations, Indian owned enterprises and individuals. First preference shall be given to members of the Cherokee Nation. Second preference shall be given to members of all other federally recognized tribes.
- 12.08 The successful bidder shall execute and deliver the Contractor's Payment and Performance Bond (if required per the Statement of Work or Contract Agreement) and the required certificate(s) of insurance evidencing the limits and endorsements as required by the terms and conditions of the Contract Agreement within five (5) calendar days of receipt of the Notice of Award. If the successful bidder fails to execute and deliver Contractor's Payment and Performance Bond and the required certificates of insurance(s) within five (5) calendar days of the Notice of Award, Company may annul the Notice of Award.

### **13.00 BEGINNING WORK**

The work shall be commenced as agreed upon by the parties. However, work shall not be commenced until Contractor has provided the requisite bonds and proofs of insurance required by the Contract Agreement.

### **15.00 RETURNING OF RFP DOCUMENTS**



15.01 Whether a bid is submitted or not, this collection of RFP Documents and any accompanying documents are to be returned intact.

15.02 The successful bidder will be furnished necessary copies of this book and documents, conforming to the bid accepted by the company.

#### **16.00 INVOICING REQUIREMENTS**

16.01 All invoices for the work submitted by the successful bidder must be coded in accordance with Company policies. The successful bidder will be responsible for meeting with a representative of Company's Accounting Department regarding necessary coding requirements and complying therewith.

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## **3.0 Requirements**

### **3.1 Required Features**

- See attached CNE Fire Suppression Systems spreadsheet for complete information and pricing tab

### **3.2 Additional Information**

- Inspections will start after the bid is awarded. Contract will run 1 year from bid award date.

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## 4.0 RFP GENERAL INFORMATION

### 4.1 RFP Overview

The goal of this Request for Proposal (RFP) is to determine if your services meet the functional and technical needs of CNE. Please submit any additional information you deem appropriate for this project.

Any user documentation submitted with your proposal will be returned upon written request. All other materials provided will become the property of CNE and will not be returned to the vendor.

Return bids are due no later than May 24, 2023, at 4:00 pm CST. All bids shall be submitted by email to [talia.myres@cnenet.com](mailto:talia.myres@cnenet.com).

We are not accepting bids in person or by mail. All proposals shall be submitted to this address only. Please **do not copy the buyer or anyone within CNE on your submittal**, or your bid will be disqualified. **Bid responses will be valid nine months from the due date.** All required attached documents must be filled out in their entirety and returned via email with the bid before the bid closing date. Failure to return these required documents with all questions answered before bid closing will disqualify the bid. Any queries must be submitted via email. Verbal questions will not receive a response.

RFP responses should include all requested information. This information will be confidential and will not be available to other vendors. Likewise, the vendor agrees to hold in confidence all information included in this RFP and will not disclose to a third party any part of this RFP except as necessary to generate a response to this RFP. CNE reserves the right to issue one or multiple awards or reject any or all responses. CNE reserves the right to make partial awards, award all work, split awards, reject all bids, waive all bid document requirements, negotiate contract terms with the successful bidder, and disregard all nonconforming, nonresponsive, or conditional bids. Discrepancies between words and figures will be resolved in favor of words. Discrepancies between the indicated sum of any column of figures and the correct sum thereof will be decided in favor of the correct sum. Any questions regarding this RFP should be communicated via email to [Talia.Myres@cnenet.com](mailto:Talia.Myres@cnenet.com).

### 4.2 RFP Format

This RFP is distributed to selected vendors in the following electronic format:

- CNE Fire Suppression Systems

### **4.3 RFP Timetable**

The timetable below is subject to change, but if any modifications to the project schedule are made, they will promptly be communicated to all bidders.

- May 24, 2023 – Bid responses are due to CNE by 4 pm CST
- May 29, 2023 – June 2, 2023 – Possible vendor de-scope/interviews
- Early June 2023 – Contract negotiations and final selection

### **4.4 Vendor Characteristics**

Outlined below, not necessarily in order of importance, are the high-level descriptions of criteria that will be looked for in evaluating proposals.

- Have a reputation for financial stability and operate a well-established and stable organization
- Demonstrate an approach and design methodology compatible with the approach outlined in this document
- CNE's preference is a vendor with significant multiple company experience and clients
- Have the ability and willingness to obtain a vendor license from the Cherokee Nation Gaming Commission (CNGC) if required

### **4.5 Contractual Issues**

Upon award, Cherokee Nation Entertainment and the vendor will negotiate mutually agreeable terms and conditions. All work products after award will become the property of CNE. Vendor must contractually commit to all statements made in their RFP response. All statements in this document are considered in scope even if not identified in vendor documents.

### **4.11 Tribal Employment Rights Office**

This project is also subject to Cherokee Nation Tribal Employment Rights Office regulations that include a fee of ½ of 1% of the total contract award, if applicable, and the completion of a TERO Labor Agreement and payment of associated fees, including a \$25 per person per day fee for any

non-Indian worker on site. The successful bidder's performance will also be measured, recorded, and reported to the Cherokee Nation. Please refer to Cherokee Nation Legislative Act 38-05 dated 11-14-06, repealing and superseding Cherokee Nation law regarding Labor and the Employment Rights Ordinance and Declaring an Emergency. The complete Act is available at our website or by contacting the TERO OFFICE at Tahlequah 918-453-5000.

#### **4.12 Cherokee Nation Gaming Commission**

As a result of the successful bidder's provision of goods and/or services under the agreement, the successful bidder may be required to apply for and obtain a gaming license from the Cherokee Nation Gaming Commission ("CNGC"). If so required, and the successful bidder is unable to obtain or maintain its gaming license throughout the term of the agreement, upon written notification of such failure from CNGC and/or CNE, CNE may cancel the agreement without penalty, paying only for the goods and/or services provided to CNE prior to such notification.

#### **4.13 Rejection of Bids**

CNE reserves the right to reject any bids when such rejection is in the best interest of CNE. All bids are received subject to this stipulation, and CNE reserves the right to decide which bid shall be deemed the lowest and best. A violation of any of the following provisions by the bidder shall be sufficient reason for rejecting their bid or shall make any Contract between CNE and the Contractor that is based on their bid null and void: (i) divulging the information in said sealed bid to any person, other than those having a financial interest with them in the said bid, until after bids have been opened; (ii) submission of a bid which is incomplete, unbalanced, obscure, incorrect, or which has conditional clauses, additions, or irregularities of any kind; (iii) which is not in compliance with this RFP; or (iv) which is made in collusion with another bidder. The previous list is non-exhaustive, and CNE reserves the right to reject a bid or nullify any Contract between CNE and the bidder based on their bid for any other reason it deems is in the best interest of the CNE.

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## 5.0 Vendor's Response to RFP

### 5.1 Format of Vendor's Response

Please follow the format described below. The RFP responses will be submitted to Talia Myres at the Box address in section 3.1 above. Responses to this RFP should address all deliverables listed in the RFP. CNE may include the vendor's response to this RFP as an addendum to any potential contract. The RFP response packages must arrive by email to [talia.myres@cnent.com](mailto:talia.myres@cnent.com) no later than 4 pm CST on May 24, 2023.

Please include a Certificate of Insurance with your response.