CHEROKEE NATION REQUEST FOR PROPOSAL CONSULTING SERVICES FOR DESIGN & FURNISHINGS



Purchasing Department On behalf of the Public Health Group

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

REQUEST FOR PROPOSAL (RFP) CONSULTING SERVICES FOR DESIGN & FURNISHINGS

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 the 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 "Nation") covers 14 counties.

Cherokee Nation Public Health promotes and protects the health of Cherokee Nation citizens and the communities where they live, learn, work and play. Cherokee Nation Public Health programs strive to promote healthy behavior and lifestyle. To support the goals and initiatives of the Public Health Group, the Cherokee Nation is constructing and expanding Wellness Centers throughout the 14 county reservation.

The Nation is requesting proposals from interested, qualified companies to design the layout and furniture recommendations for the offices, public spaces, classrooms, and meeting areas at the various Wellness Centers. The first Center for the project will be the Mary L. (Holland) Carson Wellness Center located in Stilwell (Adair County), Oklahoma. Complete information regarding the locations, 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 current TERO legislation and the Nation's Policy and Procedures. Proof of TERO certification must accompany and be included in proposal submittal.

General Information:

- Purpose of the Request for Proposal (RFP): The NATION is soliciting detailed, proposals from contractors interested in providing the outlined services for the NATION. The complete scope of work and specifications are included in this RFP.
- 2. 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.

Please direct any questions for Cherokee Nation Tribal Employment Rights Office (T.E.R.O.) in written format by deadline, <u>January 15, 2025 by 5:00 pm CT</u> to email

shelly-mcclain@cherokee.org as specified in this RFP. These questions will be addressed by TERO and included in any addendum issued by <u>January 22, 2025 by 5:00 pm CT</u> on the website <u>www.cherokeebids.org</u> with RFP announcement (reference sections 5 and 6).

All contracting pursuant to any agreement shall comply with procedures for selection of contractors and sub-contractors set forth within § 5307 of the Indian Self-Determination and Education Assistance Act (25 U.S.C. § 5301 et seq.), as well as the Cherokee Nation Acquisition Management Policies and Procedures. To that end, the parties to this Agreement shall, to the greatest extent feasible, give preference and opportunities for training and employment to Indian and Alaska Natives, and preference in the award of contracts to Indian organizations and Indian-owned economic enterprises. This clause shall be included in every subcontract in connection with the Project, and Contractor shall, at the direction of Cherokee Nation, take appropriate corrective action in the event of a finding by Cherokee Nation of a violation hereof by a contractor or subcontractor.

TERO requirements apply to award of any future contract. Successful offeror must complete required TERO paperwork and pay all applicable fees in accordance with current Legislative Act for this project.

- 3. 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 Nation Purchasing Department (Attn: Shelly McClain) no later than January 15, 2025 by 5:00 pm 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.
- 4. <u>Verbal Instructions</u>: 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.
- 5. 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 (Attn: Shelly McClain) no later than January 15, 2025 by 5:00 pm CT at email shelly-mcclain@cherokee.org. Email with questions or requests for information must state in email Subject Line: RFP-Consulting Services for Design & Furnishings.

- 6. 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 the RFP announcement no later than january 22, 2025 by 5:00 pm CT 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.
- 7. <u>Deadline for Receipt of Proposals</u>: Proposals may be emailed to Shelly McClain at shelly-mcclain@cherokee.org.

PROPOSALS MUST BE RECEIVED ON OR BEFORE JANUARY 29, 2025 by 5:00 p.m. TO BE CONSIDERED. EMAIL WITH PROPOSALS MUST BE STATE IN SUBJECT LINE: RFP - CONSULTING SERVICES FOR DESIGN & FURNISHINGS."

Proposals will be accepted from Indian and Non-Indian responding parties. Any proposal not received by the stipulated deadline will not be accepted and will be returned, unopened.

- 8. <u>Cancellation of the RFP</u>: 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.
- **9.** <u>Proposal Withdrawal and Correction</u>: A proposal may be corrected or withdrawn by a written request received prior to the proposal due date and time.
- 10. <u>Multiple Proposals</u>: The NATION shall not accept multiple proposals from the same contractor for the same fiber connectivity option.
- 11. <u>Disclosure of Proposal Contents</u>: A proposal's content shall not be disclosed to other contractors.
- **12.** <u>Retention of Proposals</u>: All proposals and other material submitted become the NATION's property and may be returned only at NATION's option.
- 13. <u>Cost of Proposal Preparation</u>: 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.
- **14.** <u>Delivery of Proposals</u>: NATION assumes no responsibility or liability for the transmission, delay, or delivery of proposals by either public or private carriers.
- **15. Media Announcements:** Any and all media announcements pertaining to this RFP require the NATION's prior written approval.

- **16.** 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.
- 17. 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.
- 18. <u>Binding Contract</u>: 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.
- 19. 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: Shelly McClain) no later than May 02, 2022 by 5:00 p.m. 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.

20. 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.

- 21. 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.
- 22. Contract Negotiations: Upon completion of the evaluation process, contract negations 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.
- 23. Expansion of Services: The NATION reserves the right to expand services and add similar projects to services to be performed by successful party. Any expansion of service would be in the form of a contract addendum with specific site information provided.

Terms and Conditions

<u>Acceptance of Conditions Governing the Procurement:</u> Vendors must indicate their acceptance of conditions governing this procurement in their cover letter.

<u>Acceptance of Business Associate Agreement:</u> Vendors must indicate willingness to establish agreement should it be necessary to access protected health information.

<u>Incurring Cost:</u> 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 onsite demonstrations

<u>Amended Proposals:</u> 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 communication.

<u>Proposal Offer Firm:</u> Responses to this RFP, including proposal prices, will be considered firm for 90 days after the date of receipt of the proposal.

<u>Proprietary Information:</u> 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".

<u>Vendor's Right to Withdraw Proposal:</u> 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 Shelly McClain, at <u>shelly-mcclain@cherokee.org</u>.

<u>Location of Services</u>: at various sites throughout the Cherokee Nation reservation with the firs project site being in Stilwell (Adair County), Oklahoma.

<u>Term of Proposed Contract</u>: The NATION anticipates establishing a contract with the successful offeror with a performance period based on successful offer. Offerors are asked to include best completion timeline in business days within their proposal.

<u>General Responsibility</u>: The successful contractor will provide all necessary tools, equipment, parts, supplies, labor and supervision to provide services in RFP scope of work and specifications.

<u>Contractor's Compensation</u>: 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.

<u>Subcontracts</u>: 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 offeror 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.

<u>Indemnity and Insurance:</u> The Cherokee Nation assumes no responsibility for negligent acts of either the offeror or their employees; therefore, the offeror is responsible for obtaining the amount of professional liability 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.

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

Provide a 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:

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.

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, and evidence of Professional Liability.

Limits of Liability:

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

Automobile Coverage:

Vehicles Covered:

All Autos

Hired Autos

Non-owned Autos

Limits of Liability:

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

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.

<u>Legal Review:</u> 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 Shelly McClain, Cherokee Nation Purchasing Manager.

<u>Governing Law:</u> 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.

<u>Contract Terms and Conditions:</u> The contract between the Cherokee Nation and the vendor will follow the standard format of the Cherokee Nation.

<u>Vendor's Terms and Conditions:</u> 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.

<u>Warranty Period:</u> The Contractor warrants that work performed under awarded contract conforms to all requirements and is free of any defect in equipment, material, design, or workmanship performed by the Contractor or any Subcontractor. This warranty shall continue for a period of one year from the date of final acceptance of the work. The Contractor shall remedy at the Contractor's expense any failure or defect within the one year warranty period.

<u>Ownership of Proposals:</u> All documents submitted in response to this RFP shall become the property of the Cherokee Nation and will not be returned to the vendors. Responses received will be retained by the Acquisition Management Department.

<u>Prompt Payment:</u> 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

- Proposal Format: Proposals may be emailed to Shelly McClain at shelly-mcclain@cherokee.org. The email Subject Line must reference/state "RFP CONSULTING SERVICES FOR DESIGN & FURNISHINGS. Proposals must be received no later than January 29, 2025 by 5:00 pm CT.
- 2. <u>Table of Contents</u>: The proposal will have a table of contents with page numbers and pages numbered throughout the proposal.

3. Mandatory Information:

- 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. <u>TERO CERTIFICATION:</u> 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.
- 5. <u>Responsiveness</u>: 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. Not attending mandatory pre-proposal meeting and site visit.
 - c. 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.
 - d. Substantive and material noncompliance to requirements of the RFP proposal submission guideline.
 - e. Not providing a price or timeline, if applicable.
- 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.

7. <u>Evaluation Factors</u>: The evaluation factors are listed below and must be clearly stated and addressed in the proposal.

The Evaluation Factors and the value of each are:

	EVALUATION FACTORS — MUST BE ADDRESSED IN PROPOSAL	<u>Points</u>
1.	Experience	30
2.	Qualifications	25
3.	Cost	20
4.	Timeline to Completion	15
5.	Indian Preference – TERO Certification (certificate must	10
	be included with proposal).	
TOTAL		100

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

SCOPE OF WORK & SPECIFICATIONS PROVIDED BY CHEROKEE NATION PUBLIC HEALTH GROUP

First Project Site:

Mary L. (Holland) Carson Wellness Center, 46188 S HWY 51, Stilwell, OK 74960

Design best furnishing scenario(s) for the following areas:

- 1 Director Office (11' x 12.5')

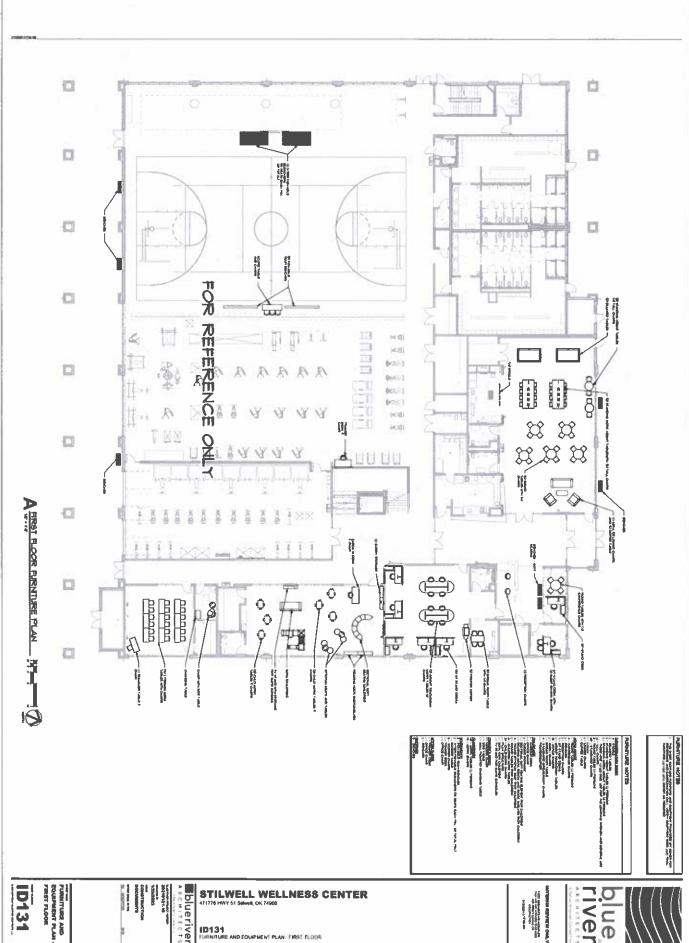
 1 desk
- 1 SPO Office (10' x 8') 2 desk
- 1 Supervisors Office (10' x 8')- 1 desk
- 1 Large Open Office (31'10" x 30') Need 9 desk set-ups (prefer high/low capabilities)
- 1 Large Classroom Space (24'6" x 24'6") need 8 mobile desks
- Congregation Area: 61'9" x 32'6"

Successful party will design room layout and develop specifications for furnishings for Cherokee Nation review and approval.

The Cherokee Nation is tax-exempt and eligible to place orders on all federal and state awarded agreements. Successful party will obtain quotes for furnishings and provide for final review. The Cherokee Nation will then issue a purchase order for the furnishings.

Successful party will then coordinate the delivery and installation for the furnishings based on the bid results.

Drawing of facility follows.



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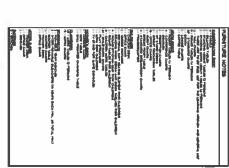
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