Cherokee Nation

www.cherokee.org

REQUEST FOR BIDS

CLASSROOM FURNITURE SUPPLIES PRYOR HEAD START-EDUCATION DEPT.



Bid Due Date: April 4, 2025

CHEROKEE NATION

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

CHEROKEE NATION BID REQUEST CLASSROOM SUPPLIES PRYOR HEAD START PROGRAM

Cherokee Nation is accepting bids from interested parties for the Classroom Supplies for the Pryor Head Start Program located in Pryor, 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 April 04, 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 April 04, 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.

<u>TERO Certification</u>: 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.

<u>Laws and Regulations</u>: 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 April 04, 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.

<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.

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.

<u>Subcontracts:</u> 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.

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

Debarment, Suspension, Proposed Debarment, and Other Responsibility Matters:

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

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.

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.

<u>Contractor's Insurance Requirements:</u> 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 SUPPLIES PRYOR HEAD START PROGRAM

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:	YESNO
PRODUCT SPECIFICATIONS INCLUDED:	YES NO
NOTE TO BIDDERS REGARDING IN TERO Certified Contractor: Yes (Proof of certification must accompany	s No
Major Cherokee Employer: Yes (Bidder must contact TERO at 918-453-5000 fc	_ No or this preference)
SUBMITTED:	
	Company Name
-	Company Address
-	Company Address
<u> </u>	Authorized Signature
	Print Name & Title

Scope of Work & Specifications Provided by: PRYOR HEAD START PROGRAM

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.

3340 W 530 RD PRYOR, OKLAHOMA 74361

PRYOR HEAD START LIST			
DESCRIPTION	QTY	Unit Cost	Total
FLS-SPC JR MBL 48X72 GROUP TABLE	1		7000
11.5 ERGO STACKING CHAIR	22		
17.5 TCHAIR STKING CHAIR	3		
DBL SIDED W-W MAG ROOM DIVIDER	1		
EASY COT CARRIER	1		
HEAVY DUTY COT ST OF 5	3		
HEAVY DUTY COT	2	= 10	
CALMING COLORS CARPET FOR 30	1		
FLX SPC JR MBL CUBBIES-SHELVES	1		W
FLX SPC JR CLEAR BINS-SET OF 6	1	_	
BUILDER BLOCK SET STORAGE CAB	1		
HARDWOOD UNIT BLOCKS-BUILDER	1		
6 FT NAVY ROUND CARPET	1		
HEKP YOURSELF DRESS UP CENTER	1		
DSHWASHER SAFE PLAST BASKETS-3	1		
SHATTERPROOF SCHOOL MIRROR	1		
HVY DUTY ALL IN ONE KITCHEN	1		
30" ROUND HVY DUTY TODDLER TBL	1		
10" COMFY STOOL- SAGE GREEN	2		
HARDWOOD DOLL CRIB	1		
DOLL BEDDING SET	1		
FLX SPC JR MOBIL LISTENING CTR	1		
SEE-INSIDE BINS-ST OF 2	1		
NAVY BLUE 9X12 RECTNGLER CARPET	1		
FLX SPC JR MOVILE BOOK CENTER	1		
FLX SPC JR NATURAL BIG BIN-3 EA	1		
CLM CLR PRM BNBG SEAT-SAGE GR	2		
CALM CLRS GNT PILLOW-ST OF 4	1		
SENSORY HIDEAWAY	1		
SENSORY HIDEAWAY CUSHION	1		
FLX-SOC MBL PRESCHL STORRAGE	1		
FLS SPC JR CLEAR BINS-ST OF 6	1		
FLX SPC JR MBL WRITING CENTER	1		
PREMUIM WOBBLE CHAIR-12"	2		
FLX SPPC JR MBL HOLDS ALL UNIT	1		
FLX SPC JR CLEAR BINS -SET OF 8	1		
INDR-OUTDR PNT CTER 4-NATURAL	1		
FLX SP JR MOBL HOLDS ALL UNIT	1		_
FLX SPC JR CLEAR BINS-SET OF 6	1		
FLX SPC JR MBL PRESCHL STORRAGE	1		
SUPER SAFE LIGHT UP WATER TBL	1		
COT SHEET DOZEN	1		
COT SHEET-SINGLE	5		
EASY STCK CRDBRD BLOCKS START SET	1		

PLAYFUL PENGUIN ICE BLOCKS	1	· · · · · · · · · · · · · · · · · · ·	
CASTLE BLOCKS	1		
HARDWOOD COMMNTY VEHICLES ST		-	
	1		
BLOCK PLAY TRAFFIC SIGNS	1		
GIANT TREEHOUSE	1	#1 10	
TREEHOUSE FURNITURE SET	1		
POSE AND PLAY KIDS- ST OF 4	1		
COMMUNITY BLOCK PLAY PEOPLE	1		
BLOCK PLAY PEOPLE DIF ABILITIES	1		
SOF AND SQUEEZY FARM ANIMALS	1		
CLASSIC WILD ANIMAL COLLECTION	1		
FEELS REAL ASIAN BABY DOLL	1		
FEELS REAL AFRAICAN AMER DOLL	1		
BEDTIME CLOTHES-14" BABY DOLL	1		
BABY DOLL BLANKETS-BOTTLES	1		
CAUCASIAN BOY DOLL	1		
HISPANIC GIRL DOLL	1		
GUID DOG, HARNESS AND CANE	1		
WALKER AND ACCESSORY BAG	1		
JUST LIKE HOM KITCHEN PLAYSET	1		
VEGETABLE BASKET	1		
MULTICULTRAL PLAY FOOD	1		
INDESTRUCTIBLE POTS-PANS SET	1		
MAIL CARRIER CAREER COSTUME	1		
ASTRONAUT CAREER COSTUME	1		
FIREFIGHTER CAREER COSTUME			
DOCTOR CAREER COSTUME	1		
	1		
PET VET CENTER	1		
PUSH BUTTON PLAY PHONE	2		
CLSSRM CD CASS PLYR W BLTOOTH	1		
LISTENING CENTER HEADPHONES	1		
8 STATION JUNC BOX W VOL CNTRL	1		
FAVORITE PIC BK RD ALG SET 1	1		
RELAXING CLASSICS FOR KIDS CD	1		
KIDS IN MOTION CD	1		
EGG SHAKERS- SET OF 12	1		
10 PLAYER RHYTHM SET	1		
PAPERBACK CLASSICS LIBRARY	1		
MULTICULTURAL STORIES PB LIBRY	1		
FEELING-EMOTIONS PL LIBRARY	1		
24X36 FLANNEL BOARD	1		
THE SNOWY DAY STORY TELLING KIT	1	•	
THE SNOY DAY HARDCOVER	1		ii
RAINBOW FISH STORYTELLING KIT	1		
THE RAINBOW FIS-HARDCOVER	1		_
VERY HUNGRY CATRPILLER STORY KT	1	1 2	
VERY HUNGY CATRPILLAR HARDCO	1		
TENT HONGT CATTE ICCAN HANDCO	1 1		

	1		
STORYTELLING GLOVE	1		
LITTLE RED HEN GLOVE PUPPET KIT	1		
3 BEARN GLOVE PUPPET KIT	1		
CLASROOM CALMING KIT	1		
CELEBRATION DIVERSITY POSTERS	1		
MOODS AND EMOTION MIRRORS	1		
CATEGORY SORTING ACTIVITY BOX	1		
MAG LANG LEARNG RODS-DESC WRD	1		=
POSITIONAL WORDS RESOURCE BOX	1		
LETTER RECOG LANG ILC	1		
DBL-SIDED MAGNTC LETTER TILES	1		
CONSTRUCT A LTTR ACT CENTER	1		
PHONEMIC AWARENESS FLDR GM	1		
SPLASH GAMES BEGGING SOUNDS	1		
RHYMING SOUNDS LAUNCH-LRN GM	+		
	1		
LETTER CRAYONS WORD BLDG CTR	1		_
UPPERCASE TACTILE LETTERS	1		
LOWERCASE TACTILE LETTERS	1		
TRACE WRUTE AKOGABET CENTER	1		
DBL SIDED MAG WRITE-WIPE BRD	4		
4 PK W-W BLK THIN-LINE MARKER	1		
WRIE-WIPE LAPBRD ERASERS-10	1		
MAGNETIC LETTERS-UPPERCASE	1		
MAGNETIC LETTERS-LOWERCASE	1		
RED BASELINE JUMBO NEWSPRINT	1		
JUMBO PENCILS-SET OF 36	1		
ADJUSTBL VINYL PAINT APRON-RED	4		
H-D NYLON BRISTILES- 10 COLORS	2		
NO SPILLL PAINT CUPS-10 EA	1		
WASHABLE TEMPERA ASSORTED	1		
NEWSPRINT EASEL PAPER 18X24"	1		
CLASSROOM CARRY ALL	1		
JUMBO COLORED PENCILS-12 SET	1		7.7
CRAYON LARGE 8 CLR BOX-400 SET	1		
BEGIN SKILLS RUB PLATES-NUMBERS	1		
CONST PAPER 9X12- ASSORTED	5		
CONST PAPER 12X18 -ASS	5		
DOUGH- YELLOW-3 LB	+		
DOUGH-BLUE- 3LB	1		
	1		
DOUGN - RED - 3 LB	1		
UPPRCS ALPH-NUMB DOUGH STAMP	1		
SCISSORS CENTER	1		
SHCHOOL GLUE-WHITE-4OZ	10		
3-D COLLAGE BOX	1		
PEEL AND STICK WIGGLY EYES	1		
POM POMS	1		
COLORED FEATHERS	1	<u> </u>	

COLORED CRAST STICKS	4		
COLORED CRAFT STICKS	1		
PIPE STEMS-100 PCS	1		
HAIR COLOR CRINKLE STRIPS	1		
MAKE A FACE SHEETS	1		
3 5.8X3 5.8 LABELING POCKETS	1		
BRISTLE BUILDERS STARTER SET	1		
LOG BUILDERS- STARTER SET	1		
EASY FRIP JUMBO PEGS-PEGBOARD	1		=
LACING ANIMALS	1		
SNAP BOTS	1		
INDESTRT GIALN BEADS -PATTERNS	1		
ZIP SMAP BUTTON DRESSING FRMES	- 1		
FEED THE DOG GAME	1		
TWEEZER TONGS COLOR SORTING KIT	1		
SEASONS AND WEATHER PUZZLE	1		
CELEBRATION DIVERSITY FLOR PUZL	1		
COUNTING CONES	1		
NUTS ABOUT MATH COUNTING	1		
TACTILE NUMBER MATCH UPS	1		
LINKING NUMBER MONKEYS			
	1		
FIND THE NUMBER ACTIV CENTER	1		
SIZE AND COLOR BUG COUNTERS	1		
GRAPHING TRAY	1		
BIG TAPE MEASURE	1		91
HOW MUCH DOES IT WEIGH CENTER	1	/	
MEASUREMENT ILC	1		
MAG MATH LRN RODS-SHAPE SORTI	1		
MAGNETIC PATTRN BLOCK BUILDRS	1		
GEOBOARD DESIGN CENTER	1		
REPTILES SPECIMEN CENTER	1		
SEA LIFE SCIENCE VIEWER	1		
PLANTS ACTIVITY TIN	1		L
ANIMALS UP CLOSE PUZZLE SET	1		
MAGNIFIER CENTER	1		
STEM MAGNETS SCI STATION K-1	1		
CAN DO COLOR AND LIGHT SCIENCE	1	·	
CAN DO SINK OR FLOAT SCIENCE	1		
WHAT SOUND MYSTERY CAPSULES	1		
FIVE SENSES ILC	1		
WEATHER AND SEASONS ILC	1		
WATER PLAY KIT	1		
FLOAT FIND BUBBLES- COMP SET	1		
DESIGN-BUILD WATER BLOCKS	1		
LETS GET MOVING ACTIVITY MATS	1		
ALPHABET BPOWLING	1		
ACTIVE PLAY KIT	1		
FL SPC JR MBL 30X60 RECT TABLE	3		
LE SECTIVISION SOVOR VECT TABLE			

		Grand Total	
ON THE FARM FLOOR PUZZLE	1		.01
TRANSPORTATION FLOOR PUZZLE	1		
CELEBRATING DIVERSITY FLR PUZL	1		
FIRE ENGINE FLOOR PUZZLE	1		
CONSTRUCTION FLOOR PUZZLE	1		
BUSY BUG FLOOR PUZZLE	1		
HAND TOM TOM	1		
BONGO DRUM	1		
HARDWOOD DOLL HIGHCHAIR	1		
KWIK STIX TMPRA PAINTRS- STONT PK	2		
WAHABLE BROAD TIP MARKERS PK	1		
TABLE TOP DRYING RACK	1		
LETS TALK STORYTELLING PUPPTS-ST	1		
GOLDILOCKS-THE THREE BEARS HC	1		
THE THREE LITTLE PIGS- HARD COV	1		
THREE BILLY GOATS GRUFF- HARD COV	1		
LITTLE RED RIDING HOOD- HARD COV	1		