

SECTION II

COWAN ESTATES BID SCHEDULE CHEROKEE NATION CONSTRUCTION RESOURCES

Cherokee Nation Construction Resources is seeking sealed bids from qualified contractors for the completion of Twenty-three (23) detached single family, 3 bedroom homes with attached garage. This project will be located in Sequoyah County in the City of Roland, Oklahoma. All homes will be completed and ready to be occupied. CNCR will provide a pad ready site. Interested parties are to provide bids to furnish all necessary labor, quality control, licenses, material, equipment, tools, supplies, permits, insurance and supervision to complete the entire project and to perform the work required thereof with in the time specified after receipt of "Notice to Proceed". The scope of work and specifications are available on this web posting, and can be picked up at the Cherokee One Stop.

There will be a mandatory pre-bid conference on Tuesday, January 27, 2015 at the Interchange Building, located at 10838 East Marshall Street, Suite 240, Conference Room 1. The meeting will start at 10:00am. Bids will be accepted only from vendors in attendance at the mandatory pre-bid meeting. All CNCR buildings, whether leased or owned, and the grounds surrounding those facilities are considered by CNCR to be tobacco free and the Contractor will ensure all employees, subcontractors and other workers will abide by this policy.

Questions are due in writing to the attention of Jason Carlin who can be reached at Jason.carlin@cnet.com by February 3, 2015. All questions and answers will be posted to the Cherokeebids.org website by 5:00pm on February 4th, 2015.

Cherokee (Tribal) and / or Indian preference will be given only to contractors who provide proof of current certification from the Cherokee Nation Tribal Employment Rights Office (TERO) located in Tahlequah, Oklahoma, telephone number 918-453-5334. Proof of TERO certification (both front and back) must accompany and be included in sealed bid submittal. Sealed bid responses are due February 10th, 2015 by 3:00pm.

Sealed bids are to be addressed to the attention of Mr. Jason Carlin and either mailed or hand delivered to 10838 East Marshall Street, Suite 220, Tulsa, OK 74116. Sealed bid responses must include the bid response sheet found in this bid package and the exterior envelop must be labeled: "CNCR West Siloam Springs Estates – Housing Bid".

Bid of _____ (Hereinafter called "Bidder"), and existing under the laws of the State of _____, doing business as * _____.

In compliance with your Solicitation to Bid, Bidder hereby proposes to perform all work for the **Cowan Estates Housing Bid Package** and any alternates thereof, in strict accordance with the Contract Documents, within the time set forth therein, and at the prices stated below.

By submission of this Bid, Bidder certifies, and in the case of a joint Bid each party thereto certifies as to his own organization, that this Bid has been arrived at independently, without consultation, communication, or agreement as to any matter relating to this Bid with any other Bidder or with any competitor.

Bidder hereby agrees to commence work under this Contract on or before a date to be specified in the Notice to Proceed and to fully complete the Work within **150** Calendar Days. Bidder further agrees to be bound by the terms of Contract Agreement terms and Conditions regarding the payment of liquidated damages, if applicable.

PERMITS, LICENSES, DEPOSITS, AND BONDS: Unless otherwise specified, Contractor shall secure all permits and licenses necessary to the performance of the Work from State and local entities, pay all fees and make all deposits pertaining thereto, and shall furnish, at Contractor's expense, all bonds required by proper authorities, and shall submit proof thereof to Owner. Owner may, at its option, require Contractor to obtain and provide to Owner a performance and/or payment bond in a form acceptable to Owner covering the obligations of Contractor under this Contract in the full amount of the estimated value of the Work. Upon Contractor's submission to Owner of the final invoice for such performance and/or payment bond, Owner shall pay to Contractor the actual cost of such performance and payment bond. Owner may, at its election, terminate this Contract if the required bond is not obtained within such time as Owner will deem reasonable (in no event later than commencement of the Work). If this Contract is terminated by Owner for such reason, neither party shall be liable to the other in any sum or in any amount by reason of such termination.

TERO: This procurement is subject to Cherokee Nation Tribal Employment Rights Office ("TERO") regulations that include a fee of ½ of 1% of total contract award and, if applicable, the completion of a TERO Labor Agreement and payment of associated fees. The successful bidder's award will be published on the Cherokee Nation's procurement website and their performance will also be measured, recorded, and reported to the Cherokee Nation. The complete Act is available by contacting the TERO OFFICE at Tahlequah 918-453-5000. TERO bidders are required to provide a copy, front and back, of their TERO certificate with return bid(s) and failure to do so will result in such bidders not receiving the TERO preferences afforded TERO bidders under the CNCR procurement and contracting policies and procedures.

BONDING: BONDING NOTICE CNCR generally requires payment and performance bonds for all construction contracts in excess of \$100,000. However, qualified TERO-certified firms are encouraged to bid, regardless of bonding capability.

DEBARMENT: By submitting a response to this Request for Proposal, the Contractor certifies to the best of their knowledge and belief that the Subcontractor, the firm, or any of its principals are not presently debarred, suspended, or proposed for debarment by any federal, state, local or tribal entity. This certification is a material representation of fact upon which reliance was placed when making award. If it is later determined the Subcontractor rendered an erroneous certification, in addition to other remedies available to CNCR, CNCR may terminate the contract resulting from this Request for Proposal for default.

CONFLICT OF INTEREST: In accordance with Cherokee Nation Law, , 28 C.N.C.A. §20 no contractors or subcontractors of any Cherokee Nation entity may contract with any business owned by a first degree relative of any elected official of the Cherokee Nation.

COMPLIANCE WITH LAW: Contractor shall strictly observe, comply with, and give all notices required by all local, municipal, state, tribal, and federal laws, ordinances, rules, directives, orders, and regulations related to the Work, including, without limitation: a) the Cherokee Nation Employment Rights Act, including all payment requirements, subcontracting requirements, and Indian preference requirements contained therein, as such Act is administered by the Tribal Employment Rights Office (“TERO”) of the Cherokee Nation, and b) the Cherokee Nation Gaming Commission Rules and Regulations and Minimum Internal Control Standards.

BIDDER AGREES TO PERFORM THE WORK DESCRIBED IN THE CONTRACT DOCUMENTS FOR THE FOLLOWING PRICES:

ITEM

1. Total supervision, labor, supplies, tools equipment, light, water, fuel, power, heat, transportation of other facilities necessary for the discharge of Contractor's entire obligation under the Contract Documents

TOTAL PRICE IN WORDS

_____ Dollars \$ _____

2. Total materials necessary for the discharge of Contractor's entire obligation under the Contract Documents

TOTAL PRICE IN WORDS

_____ Dollars \$ _____

TOTAL BID \$ _____

3. Alternate 1: Natural gas piping installed for gas fired furnace and gas fired how water heater. Include gas fired furnace and gas fired water heater in lieu of electric heater and electric hot water heater.

TOTAL PRICE IN WORDS

_____ Dollars \$ _____

4. Alternate 2: Hardie Plank color plus siding, fascia, soffit and trim installed in lieu of vinyl.

TOTAL PRICE IN WORDS

_____ Dollars \$ _____

SUBMITTED ON _____, 20__

BY:

COMPANY:

IF BIDDER IS:

AN INDIVIDUAL

By: _____
(Individual's Name)

doing business as:

Business address: _____

Phone No.:

A PARTNERSHIP

By: _____
(General Partner)

Business address:

Phone No.:

A CORPORATION

By: _____

(Corporation Name)

State of Incorporation:

By: _____

(Name of Person Authorized to Sign)

Title:

(Corporate Seal)

Attest: _____

(Secretary)

Business address:

Phone No.:

A JOINT VENTURE

By:

(Name)

Business address:

By:

(Name)

Business address:

(Each joint venturer must sign. The manner of signing for each individual, partnership and corporation that is a party to the joint venture should be in the manner indicated above.)