

Housing Authority of the Cherokee Nation

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REQUEST FOR BIDS

HACN

1 Replacement home located in Craig County

Solicitation #A10-06-17-3650



Bid Due Date: August 16, 2017 @ 5:00 P.M.

Housing Authority of the Cherokee Nation

P.O. Box 1007

Tahlequah, OK 74465

(918) 456-5482

Housing Authority of the Cherokee Nation BID REQUEST

The Housing Authority of the Cherokee Nation is seeking bids from interested parties for the demolition of an existing home and turnkey construction of One (1) Two-bedroom home located in Craig County. Work will be completed according to the work write-up and must be completed in 180 working days. TO BE CONSIDERED A RESPONSIVE/RESPONSIBLE BIDDER, THE MANDATORY BID RESPONSE SHEET AND BID BREAKDOWN SHEET MUST BE FULLY COMPLETED. **Bids are due no later than 5:00 P.M., August 16, 2017.**

The lowest most responsive, responsible bid will be the determining factor in awarding this bid based on the Housing Authority of the Cherokee Nation Policy and Procedure. The successful bidder will be issued a purchase order incorporating the bid response.

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 the due date listed and **must be clearly identified “Bid Enclosed”, Attn: Arlene Chambers.** Bids may be mailed to the Housing Authority of the Cherokee Nation, Attn: Arlene Chambers, P.O. Box 1007, Tahlequah, OK 74465. Bids may be hand delivered to Arlene Chambers at 5000 S. Muskogee Avenue, (Hopkins Building) Tahlequah, Ok. 74464 or e-mailed to arlene.chambers@hacn.org. **It is the bidder’s responsibility to ensure delivery of bids by August 16, 2017 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 Cherokee Tribal, Indian and Non-Indian bidders. Tribal and Indian preference will be given ONLY to bidders who provide current certification from the Tribal Employment Rights Office (TERO) located at the Cherokee Nation of Oklahoma, P.O. Box 948, Tahlequah, Oklahoma, 74465, telephone number (918) 453-5000. Failure to submit the TERO certification with the bid, or within three (3) days of deadline may result in denial of Indian preference. This contract is subject to section 7(b) of the Indian Self-Determination and Education Assistance Act which requires in part that to the greatest extent feasible, preference in the award of contracts and subcontracts shall be given to Indian Organizations and Indian Owned Economic Enterprises. Housing Authority of the Cherokee Nation reserves the right to reject any and all bids. Housing Authority of the 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 Housing Authority of the Cherokee Nation including but not limited to the total cost and capability of the bidder. Bidders are responsible for 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 the stipulated date and time will be returned unopened. No bidder may withdraw their bid within 30 days after proposal due date.

Wage Rate #OK170005 applies to this project. Any state or Tribal law requiring the payment of wage rates that exceed the corresponding Federal rate is inapplicable and shall not be enforced.

Bidders should visit the job site and acquaint themselves with the exact nature of work to be performed. To schedule a site visit contact Joe Leach at 918-456-5482 extension 1406. At the time of the bid opening each bidder will be presumed to have inspected the site and familiarized themselves with any existing conditions. There will be no change orders to process based on mistaken quantity count, measurements or dimensions.

Tribal and Indian Preference: 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) 453-5334. Proof of TERO certification (Copy of TERO Certificate (front and back) must accompany and be included with the bid).

TERO requirements apply, including the fee of ½ of 1% of contract award. The successful bidder must complete the TERO Labor Agreement and pay all applicable fees, including \$25 per day per non-Indian employee working on this project in accordance with Legislative Act 01-14. Please contact the TERO office at (918) 453-5334 with any questions. The successful bidder must have all fees and paperwork submitted to TERO for a contract/P.O. to be considered fully executed.

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 and most responsive/reasonable offer and in the best interest of the HACN to accept in accordance with the HACN Policy and Procedures. Award shall be made under unrestricted solicitations to the lowest, most responsible/reasonable bid from a qualified economic enterprise or organization within the maximum total budget price established for the specific project or activity being solicited. TERO preference will be given only to bidders who provide proof of current TERO certification from the Cherokee Nation Tribal Employments Rights Office (TERO). **Proof of TERO certification must accompany and be included in bid submittal.**

THE FOLLOWING FACTORS WILL BE GIVEN CONSIDERATION:

Number of Current, Pending Projects
Previous Projects Completed on Time
Quality of Work on Previous Projects
Outstanding Warranty issues

Method of Payment: Payments will be made to the Contractor in a three (3) phase process for new construction and one (1) payment for demolition.

NHC - First phase, 30% upon completion of the slab, submission of the Original Termite Certificate for footing and pad and inspection report indicating that the work site is free and clear of any trash and debris; second phase, 30% upon completion and acceptance dry-in (window, entry doors, plumbing and electrical roughed in, shingles installed) and an inspection report indicating that the work site is free and clear of any trash and debris. The final phase, 40% upon completion on new home (100%) (Final grade, driveways, perimeter treated and sod installed, utilities connected) and an amended Termite Certificate to indicate that the perimeter 15' surrounding the home been treated, the area will be the same square footage as the sod installation.

Demolition of the existing home will be paid at 100% completion.

All Payments will be paid upon completion and acceptance of work and approved by the HACN inspector and with all required paperwork submitted to the HACN.

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 anti-trust 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 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/Request for Bids, 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 Housing Authority of 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: Housing Authority of the 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 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 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.

Insurance Requirements (For Successful Bidder Only): Before performing contractual services on the behalf of or for the Housing Authority of the Cherokee Nation, compliance with the following insurance requirements must be verified. Provide an original Certificate of Insurance naming the Housing Authority of the Cherokee Nation of Oklahoma as a certificate holder.
Certificate should read:

**Housing Authority of the Cherokee Nation
P.O. Box 1007
Tahlequah, Oklahoma 74464**

The certificate should contain the following information:

- 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) Ten-day cancellation clause

****Required Coverage:**

- 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. ** Exclusion forms require prior approval by the Contract Manager
- 2) General Liability:
Coverage:
Comprehensive (including products/completed operations)
Limits of Liability:
Bodily Injury and Property Damage Combined: \$100,000.00
(each occurrence)
- 3) Automobile Coverage:
Vehicles Covered:
All Autos
Bodily Injury and Property Damage Combined: \$100,000
Hired Autos
Non-owned Autos
Limits of Liability:

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 Coverage or the same types of coverage in the same amounts as specified above, or (2) insure the activities of this subcontractors in his own policy.

- 4) **Builders Risk:** Builders Risk in the amount of the project is required for all development construction contracts and shall be supplied by the contractor and shall remain in force until the completion of the contract.

The Contractor shall verify, on job site, all quantities, measurements or dimensions, conditions, plans, scope of work and write-up before submitting this bid. There will be no Change Order(s) to prices based on mistaken quantity count, measurements or dimensions.

AWARDED CONTRACTOR MUST SUBMIT REQUIRED DOCUMENTATION WITHING THREE (3) BUSINESS DAYS OF NOTIFICATION OF AWARD TO THE HOUSING AUTHORITY OF THE CHEROKEE NATION DEPARTMENT, AS APPLICABLE TO THE PROJECT:

INSURANCE CERTIFICATES – For General Contractor and all subcontractors, General Contractor will need to List HACN, P.O. Box 1007, Tahlequah, Oklahoma 74465 as additional insured/certificate holder. Subcontractor's insurance certificates must list the General Contractor as the additional insured/certificate holder.

CORE CREW LIST – Copies of CDIB or Tribal Membership cards for all core crew members for both General and Subcontractor's.

LICENSES – specific for the job. EXAMPLE: HVAC, Plumbing, Electrical, Termite Treatment, Roofing, Septic System/Aerobic System installation.

REQUEST FOR ACCEPTANCE OF SUBCONTRACT/SUBCONTRACT AGREEMENT – All paperwork for subcontract, including licenses and insurances.

****FAILURE TO SUBMIT ALL PAPERWORK BY DEADLINE WILL RESULT IN AWARD BEING REVOKED****

Drug Free and Tobacco Free Workplace:

- a) Any contractor performing work for the HOUSING AUTHORITY OF 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.
- b) The HOUSING AUTHORITY OF THE CHEROKEE NATION will consider lack of enforcement or lax enforcement of the statement by the Contractor a default of the contract.
- c) The Contractor further agrees to provide all persons engaged in performance of the contract with a copy of the statement.
- d) A copy of the Contractor's Drug Free Workplace Statement shall be included with any bid submitted or the Contractor will be deemed to accept and agree to use the statement provided by the HOUSING AUTHORITY OF THE CHEROKEE NATION.
- e) The Contractor understands and recognizes that all HOUSING AUTHORITY OF THE CHEROKEE NATION buildings, whether leased or owned, and the grounds surrounding those facilities are considered by the HOUSING AUTHORITY OF THE CHEROKEE NATION to be a tobacco free workplace. The Contractor will ensure all employees, subcontractors, and other workers abide by this policy.

Certification of Policy:

I have my own (Contractor's) Drug/Tobacco Free Policy/Statement _____
(Attach your policy/statement and sign and date bottom)

OR

I agree to the HOUSING AUTHORITY OF THE CHEROKEE NATION's Drug/Tobacco Free Policy/Statement: _____

Signature of Bidder

Date

Housing Authority of the Cherokee Nation
MANDATORY BID RESPONSE SPREADSHEET

The General Contractor, as Bidder agrees, to perform all work as shown and called for in the scope of work and specifications for the HACN.

The work will be completed within 180 working days of acceptance of this proposal, and receipt of purchase order, **Purchase order will act as “Notice to Proceed”**. The Bidder agrees to furnish all necessary labor, quality control, licenses, material equipment, tools, supplies, permits, fees, insurance and supervision to complete the entire project and to perform the work required.

Bidder also agrees to perform work required within the time specified after receipt of "NOTICE TO PROCEED". And to guarantee all workmanship, including, labor, labor and materials supplied/completed by the general contractor and sub-contractors for a period of one (1) year proceeding final inspection of unit.

A one year walk through inspection with the HACN will be completed prior to the warranty period of the contractor being released.

Name: Linda Adams – Craig County – 2 Bedroom Handicap Unit (Statement Attached)

2 Bedroom Home – Turn Key Construction \$_____

Demolition of existing home prior to construction \$_____

Total Bid amount \$ _____

GRAND TOTAL	\$
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(Cherokee) Tribal or Indian Preference: (Check One)

TERO Certified Contractor: Yes No

(Proof of certification must accompany all bids)

SUBMITTED:

Company Name/Address/Title

Authorized Signature