



CHEROKEE NATION PROPERTY MANAGEMENT

REQUEST FOR PROPOSAL

PROJECT NAME: TAHLEQUAH HEALTH CENTER

DATED: 11 JANUARY 2016

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SECTION I

**REQUEST FOR PROPOSAL
CHEROKEE NATION PROPERTY MANAGEMENT
PROJECT NAME: TAHLEQUAH HEALTH CENTER
PROJECT DIRECTOR: W.C. Gernandt III**

Sealed proposals are being solicited by Cherokee Nation Property Management (CNPM), on behalf of the Cherokee Nation (CN), for furnishing all equipment, labor, services, facilities, materials and otherwise do all things necessary to complete the work described in [Section IV](#) of the Contract Documents, Statement of Work and Specifications.

All proposals should be sent by express delivery, regular mail or hand delivery to CNPM's Catoosa Corporate office at the following address, to be received no later than **2:00 pm, February 1, 2016**.

**IF BY EXPRESS DELIVER OR REGULAR MAIL
CHEROKEE NATION PROPERTY MANAGEMENT**

Attn: Tina Jones
Senior Buyer
777 W. Cherokee Street
Catoosa, Oklahoma 74015

**IF BY HAND DELIVERY
CHEROKEE NATION PROPERTY MANAGEMENT**

Corp. Building #3
Attn: Tina Jones
Senior Buyer
1102 N. 193rd East Ave.
Catoosa, Ok 74015

It is the intention of CNPM to conduct interviews, within 2 weeks of the proposal date, of the four (4) most responsive, qualified proposing firms. CNPM may elect to interview all proposing firms, or to narrow the field.

It is the intention of CNPM to award this project within 30 days of the proposal date.

Any proposal received more than ninety-six (96) hours, excluding Saturdays, Sundays and holidays, before the time set for the opening of proposals, or any proposal so received after the time set for opening of proposals, shall not be considered and shall be returned unopened to the proposing firm submitting same.

The proposing firm must supply all the information required by the Contract Documents.

Any and all cost incurred in the preparation of this RFP submittal will not be reimbursed.

SECTION II

INSTRUCTIONS TO PROPOSING FIRM

1.00 DEFINITIONS

- 1.01 The “Contract Documents” and “Contract” shall mean and shall include the Request for Proposal, Instructions to Proposing Firm, Schedule, Contract Agreement, Statement of Work and Specifications, and Attachments, Exhibits and all other documents attached hereto and thereto and incorporated by reference herein and therein, said accumulation of documents constituting the entire agreement.
- 1.02 “Company” refers to Cherokee Nation Property Management or other operating unit as dictated by Cherokee Nation Businesses (CNB) for the sole purpose of contracting the Proposing Firm for the work set forth herein.
- 1.03 “Company Representative” refers to [Cherokee Nation Property Management’s Project Director](#) as identified in Section I, Request For Proposal, or other authorized representative of Company as may be designated in writing.
- 1.04 “Contractor”, “Construction Manager”, and “Proposing Firm” refer to the party contracting with the Company in the Contract Documents, acting directly or through agents, subcontractors, or employees.
- 1.05 “Subcontractor” refers to the party contracting with the Contractor for any part of the Work required by the Contract Documents.
- 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 under the Contract Documents.
- 1.07 “A/E Firm” refers to the party contracting with CNPM to provide the Architectural & Engineering services necessary for Tahlequah Health Center.
- 1.08 “IHS” refers to Indian Health Services.
- 1.09 “DHHS/IHS/DES A/E Design Guide 2013” refers to the Department of Health & Human Services/Indian Health Services/Division of Engineering Services Architectural/Engineering Guide version 2013(Attached as “Attachment 2”).

2.00 DESCRIPTION OF WORK

- 2.01 The Work to be performed is described in [Section IV](#), Statement of Work and Specifications, of the enclosed Contract Documents.

3.00 FAMILIARITY WITH CONTRACT DOCUMENTS AND PROPOSED WORK

- 3.01 The proposing firm has the responsibility for examination of all Contract Documents, inspection of all work sites, and familiarization with all conditions concerning the Work. Failure or neglect of the proposing firm to discharge this responsibility will not excuse nonperformance.
- 3.02 The proposing firm has the responsibility to estimate the time and quantities of work required to complete the Work. Failure or neglect of the proposing firm to discharge its responsibility will not excuse nonperformance.
- 3.03 The proposing firm will be responsible to have a full understanding of the requirements and standards defined in the DHHS/IHS/DES A/E Guide 2013 to guarantee that all requirements are met to achieve IHS approval.

4.00 PROPOSAL INSTRUCTIONS

- 4.01 The proposing firm shall make his proposal by completing [Section V](#) per the instructions therein.
- 4.02 The proposing firm must furnish with its proposal, a completed, signed and notarized Business Relationship Affidavit, a copy of which is included in the Contract Documents as [Section VI](#).
- 4.03 The proposing firm must furnish with its proposal, a completed, signed and notarized Non-Collusion Affidavit, a copy of which is included in the Contract Documents as [Section VII](#).
- 4.04 The proposing firm must complete the “Bid Return Checklist” signed and dated. Checklist will be included within this RFP, Section XIII.
- 4.05 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 in Tahlequah (918) 453-5000. TERO certified 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 certified bidders under the CNB procurement and contracting policies and procedures.
- 4.06 The proposing firm must furnish, with its proposal, a subcontractor plan indicating how the proposing firm will accomplish the promotion of utilizing TERO certified firms in the construction of the project. ([Section V, Item 5](#))
- 4.07 The FORM OF PROPOSAL ([Section V, Item 19](#)) must be completed in ink or by typewriter. The Bid Prices on these line items 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 these line items. Erroneous entries shall be lined out, initialed by the proposing firm and the correct entry inserted.

- 4.08 All names on the Proposal must be typed or printed below the signature.
- 4.09 The Proposal shall contain an acknowledgment of receipt of all Addenda (the numbers of which shall be filled in on the Proposal) [\(Section V, Item 23\)](#).
- 4.10 The contact information to which communications regarding the Proposal are to be directed must be shown. [\(Section III\)](#)
- 4.11 Proposals shall be submitted at the time and place indicated in the Request for Proposal and shall be enclosed in a sealed envelope, marked with the Project Title, Name and Address of the proposing firm, and accompanied by the other required documents. If the Bid is sent through the mail or other delivery system, the sealed envelope shall be enclosed in a separate envelope addressed to the Cherokee Nation Property Management, Attn: Tina Jones, with the notation "**SEALED BID - DO NOT OPEN**" on the face thereof.

5.00 QUALIFICATION OF PROPOSING FIRMS

- 5.01 No proposal will be accepted unless the proposing firm 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 his firm (or principal employees) having satisfactorily performed and completed during the past ten (10) years in compliance with the qualifications listed within [Section V](#).
- 5.02 No proposal will be accepted unless the proposing firm can show to the satisfaction of the Company evidence of his financial ability to perform the Work successfully and properly, to completion.
- 5.03 If the proposing firm 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 require proposing firm's parent company to provide guarantee of proposing firm's proposal and the performance of any obligations arising under the Contract Documents.
- 5.04 In the awarding of this Contract and the performance of these Contract Documents, Company and Contractor and its subcontractor(s) 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 Contract Documents shall be submitted in writing to the [Buyer or Senior Buyer](#) listed in Section I. Replies will be issued by Addenda mailed to, delivered or sent by facsimile to all parties recorded by Company as having received the Contract Documents. Questions received less than two days prior to the date for opening of proposals 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 The number of days within which, or the date by which, the Work is to be completed (the “Contract Time”) is set forth in the Schedule and will be included in the Contract Agreement.
- 7.02 The Contract Time for the work to be performed is the essence of the Contract Agreement. Delays and extensions of time may be allowed in accordance with General Terms and Conditions attached to the Contract Agreement.

8.00 NOT USED

9.00 SUBSTITUTE MATERIAL AND EQUIPMENT

- 9.01 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 “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 PROPOSALS

- 10.01 Proposals received more than ninety-six (96) hours, excluding Saturdays, Sundays and holidays, before the time set for opening of proposals, as well as proposals received after the time set for opening of proposals, will not be considered and will be returned unopened.
- 10.02 Company reserves the right to reject any and all proposals when such rejection is in the best interest of Company. All proposals are received subject to this stipulation and Company reserves the right to decide which proposal shall be deemed most qualified and best. A violation of any of the following provisions by the proposing firm shall be sufficient reason for rejecting his proposal, or shall make any Contract between Company and the Contractor that is based on his proposal; (i) null and void; divulging the information in said sealed proposal to any person, other than those having a financial interest with him in said proposal, until after proposals have been opened; (ii) submission of a proposal which is incomplete, unbalanced, obscure, incorrect, or which has conditional clauses, additions, or irregularities of any kind not in the original Request for Proposal, or which is not in compliance with the Instructions to Proposing Firm and Request for Proposal, or which is made in collusion with another proposing firm. The foregoing list is non-exhaustive and Company reserves the right to reject a proposal or nullify any Contract between Company and the Contractor that is based on his proposal for any other reason it deems is in the best interest of the Company.

11.00 PROPOSALS TO REMAIN OPEN

All proposals and pricing submitted under this RFP shall remain valid and open for SIXTY (60) days after the day of the proposal opening, but Company may, in its sole discretion, release any proposal prior to that date.

12.00 AWARD OF CONTRACT

- 12.01 Company reserves the right to reject any and all proposals, to waive any and all proposal document requirements and to negotiate Contract terms with the successful proposing firm, and the right to disregard all nonconforming, nonresponsive or conditional proposals. 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 proposals. 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 proposals, Company shall consider the qualifications of the proposing firms and whether or not the proposals 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 proposal and to establish the responsibility, qualifications and financial ability of the proposing firms, proposed subcontractors and other persons and organizations to do the Work in accordance with the Contract Documents to Company's satisfaction within the prescribed time.
- 12.06 Company reserves the right to reject the proposal of any proposing firm who does not pass any such evaluation to Company's satisfaction.
- 12.07 In the awarding of this Contract and the performance of these Contract Documents, 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 proposing firm shall execute and deliver the Contract Agreement, Contractor's Payment and Performance Bond and the required certificates of insurance within five (5) calendar days of receipt of the Notice of Award. If the successful proposing firm fails to execute and deliver the Contract Agreement, Contractor's Payment and Performance Bond and the required certificate of insurance within five (5) calendar days of the Notice of Award, Company may annul the Notice of Award.

13.00 BEGINNING WORK

The Work shall immediately commence after the execution of the Contract Agreement as directed by Company **and** after IHS and the Cherokee Nation have executed the IHS-Cherokee Nation Joint Venture Agreement.

14.00 CONTRACTOR'S LIABILITY INSURANCE REQUIREMENTS

14.01 No Work is to be commenced and no invoices will be paid until Company is in receipt of a Certificate of Insurance covering all the requirements outlined in the General Terms and Conditions attached to the Contract Agreement.

15.00 RETURNING OF CONTRACT DOCUMENTS

15.01 Whether a proposal is submitted or not, this book of Contract Documents and any accompanying documents are to be returned intact.

15.02 The successful proposing firm will be furnished necessary copies of this book and documents, conforming to the proposal accepted by the Company.

16.00 INVOICING REQUIREMENTS

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

SECTION III

**CERTIFICATION OF PROPOSAL
CHEROKEE NATION PROPERTY MANAGEMENT
TAHLEQUAH HEALTH CENTER**

Proposal of _____ (Hereinafter called "Proposing Firm"), and existing under the laws of the State of _____, doing business as *_____.

In compliance with your Request for Proposal, Proposing Firm hereby proposes to perform all work for the Tahlequah Health Center 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 Proposal, Proposing Firm certifies, and in the case of a joint Proposal each party thereto certifies as to his own organization, that this Proposal has been arrived at independently, without consultation, communication, or agreement as to any matter relating to this Proposal with any other Proposing Firm or with any competitor.

Proposing Firm 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 as outlined. Proposing Firm further agrees to be bound by the terms of Contract Agreement terms and Conditions.

SUBMITTED ON _____, 20__

IF PROPOSING FIRM IS:

A CORPORATION:

BY: _____

COMPANY: _____

ADDRESS: _____

CITY/STATE/ZIP CODE: _____

PHONE: _____

FAX: _____

E-MAIL (primary contact): _____

AN INDIVIDUAL:

By: _____
(Individual's Name)

doing business as: _____

CITY/STATE/ZIP CODE: _____

PHONE: _____

FAX: _____

E-MAIL (primary contact): _____

A PARTNERSHIP:

By: _____
(General Partner)

CITY/STATE/ZIP CODE: _____

PHONE: _____

FAX: _____

E-MAIL (primary contact): _____

(Corporate Seal)

Attest: _____
(Secretary)

Business address: _____

Phone No.: _____

A JOINT VENTURE:

By: _____
(Name)

CITY/STATE/ZIP CODE: _____

PHONE: _____

FAX: _____

E-MAIL (primary contact): _____

By: _____
(Name)

CITY/STATE/ZIP CODE: _____

PHONE: _____

FAX: _____

E-MAIL (primary contact): _____

(Each joint venture partner 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.)

SECTION IV

PROJECT DESCRIPTION

Proposals are being solicited by Cherokee Nation Property Management (CNPM), on behalf of the Cherokee Nation (CN), for the construction of a new 470,000 square foot (approximate gross square footage (GSF)) outpatient health facility in accordance with the *DHHS/IHS/DES A/E Design Guide 2013* requirements and adjacent approximate 1,400 stall parking garage (jointly called the Project) to be constructed in Tahlequah, Oklahoma per the following General Scope of Work. The Construction Manager system will be used in which the Construction Manager performs professional management services, but generally does not perform with his own force any of the construction work with the exception of those items defined as General Conditions (reference EXHIBIT A). The Construction Manager shall provide consultation as a member of a CNPM/Architect-Engineer/Construction Manager Team involving the design, budget control, construction and closeout of the Tahlequah Health Center project. The Construction Manager will need to provide a complete and functional health center that is 100% compliant with the requirements defined in the *DHHS/IHS/DES A/E Design Guide 2013* as reflected in the construction documents certified by the architect.

The Construction Manager shall be responsible for cost estimates and recommendations on cost control, review of design during the process with a view towards value analysis, construction coordination and scheduling, and direction of all construction activities needed to provide a complete code compliant health center that will house (at a minimum) the departments/programs listed on the "List of Potential Programs/Departments" (Attachment 1). Construction Manager will also be responsible for providing to the Owner, throughout and at completion of construction, progress and final photographs in color taken by an experienced photographer w/option of job site video of duration of construction.

Contact the Buyer, **TINA JONES** to answer any questions regarding the bid.

GENERAL SCOPE OF WORK:

The successful proposing firm will be "at Risk". Proposing firms are to provide all information as requested in [SECTION V: PROPOSAL REQUIREMENTS](#). Evaluation of Proposals will be done by committee and a points system. Points will be awarded based on the criteria listed in [Section V: Proposal Requirements](#) and the proposed lump sums, fees, and rates provided in [Section V item 20: Form of Proposal](#).

Procurement of the Construction Management services will be awarded in two parts hereinafter called **PART A (Pre-Construction Services)** and **PART B (Construction Manager Fixed General Conditions)** w/option to convert to Guaranteed Maximum Price (GMP).

- I. Scope of work for **PART A (Pre-Construction Services)** will include:
 - a) Consultation with design team to determine the most cost effective and efficient manner to construct the project.
 - b) Six (6) pre-construction estimating phases of the Project.

- i. Pre-design/Concepts Estimate.
 - ii. Schematic Design Estimate.
 - iii. Design Development Estimate.
 - iv. 65% Construction Document Estimate.
 - v. 95% Construction Document Estimate.
 - vi. Final Construction Documents Estimate.
- c) Consultation related to value engineering, breakdown of bid packages, and scheduling of the advertisements for bids.
- d) Preparation of cost estimates and cost comparisons, including long-term cost effects of various alternatives.
- e) Preparation of early bid packages as required.
- f) Pre-qualification of prospective subcontractors.
- g) Development of an acceptable Guaranteed Maximum Price (GMP).
- h) Proposed cost for Part A shall be inclusive of the following:
- a. Overhead and Profit.
 - b. All home office expenses.
 - c. All field expenses.
 - d. All reimbursable expenses.
 - e. Development and issuance of the first Bid Package.
 - f. Travel as required. CM to expect two (2) major design review meetings per month in Tahlequah, Oklahoma during the design phase.
 - g. Part A term shall be for 12 months. CM invoicing will be submitted in conjunction with the six (6) pre-construction estimating phases of the Project as identified in [Section IV Item I\(b\)](#) on a monthly basis of completion agreed upon by CM, Architect and Owner.

II. Scope of work for **PART B (Construction Manager Fixed General Conditions)**.

- a) It is anticipated a GMP shall be reached during PART A (Pre-Construction Services) between CNPM and the CM.
- b) Fixed General Conditions shall be the General Conditions component of the GMP.
- c) Proposed Fee shall be the fee component of the GMP.
- d) Fixed General Conditions shall be calculated for a thirty-six (36) month construction period beginning from the award of the first Bid Package.
- e) Project shall include the following:
 - i. Overall construction shall be conducted on the property adjacent to W.W. Hastings Hospital. Construction operations shall not, or minimally with Owner approval, interfere with same.
 - ii. Property shall be designed and constructed for future addition of a connecting access corridor to existing W.W. Hastings Hospital.

- iii. Site development including grading, drainage, surfacing and landscape.
- iv. Site utilities and infrastructure.
- v. An approximate 470,000 SF multi-story, outpatient healthcare facility.
- vi. An approximate 1,400 stall parking garage.
- vii. Helipad.
- viii. Successful proposing firm will comply with all subcontractor bidding requirements of Owner.
- ix. Successful proposing firm will assist Owner in maintaining the budget by making available its preconstruction resources, building evaluation, competitive bidding, providing design consultation on the project to monitor project cost and endeavor to keep cost within established limitations; to schedule the project efficiently for the construction phases so that the project will be ready for occupancy at the earliest possible date; and to review the design of the project with the intent that the most efficient use of materials and methods will be employed to provide quality construction at the least cost. Owner reserves the right of final determination of the preceding.

1. **BONDING NOTICE:** CNPM may require payment and performance bonds, however, qualified firms are encouraged to propose, regardless of bonding capability.

Sealed Proposals may be mailed, couriered, or hand delivered to CNPM's Catoosa Corporate office to be received no later than **2:00 p.m., February 1, 2016.**

SECTION V

PROPOSAL REQUIREMENTS

The proposing firm shall provide its proposal in a tabbed submission with each tab representing the following delineation. If the proposing firm is a joint venture or partnership, include a separate tabbed submission for the joint venture or partner firm.

1. List 5 projects with similar scope, size, and dollar amount. Provide for each:
 - a. Project:
 - b. Description, including constructed areas:
 - c. Contract amount at award:
 - d. Final contract amount at completion:
 - e. Schedule duration at award:
 - f. Schedule duration at completion:
 - g. Owner, contact name, address, and telephone number:
 - h. Architect, contact name, address, and telephone number:

2. List 5 Design Assist/Construction Manager Projects with similar scope, size, and dollar amount. Provide for each:
 - a. Project:
 - b. Description including constructed areas:
 - c. Contract amount at award:
 - d. Contract amount at completion:
 - e. Schedule duration at award:
 - f. Schedule duration at completion:
 - g. Owner, contact name, address, and telephone number:
 - h. Architect, contact name, address, and telephone number:

3. List all projects completed within the past 10 years for the Cherokee Nation, Cherokee Nation Entertainment, or Cherokee Nation Businesses. For each provide the following:
 - a. Project and location:
 - b. Contract amount:
 - c. TERO contract compliance officer (if known), telephone number, state or federal agency:

4. List all projects completed with Indian Health Services. Provide for each:
 - a. Project:
 - b. Joint Venture project or not:
 - c. Was the DHHS/IHS/DES A/E Design Guide used for basis of design and if so what version:
 - d. Description including constructed areas:

- e. Contract amount at award:
 - f. Contract amount at completion:
 - g. Schedule:
 - h. Owner, contact name, address, and telephone number:
 - i. Architect, contact name, address, and telephone number:
5. Provide a copy of your firm's TERO/Affirmative Action/EEO Plan.
 6. Provide TERO certification (front and back), if a TERO certified firm.
 7. Provide a copy of your firm's alcohol, drug, and controlled substance screening policy.
 8. Provide a copy of your firm's safety manual (as a PDF on a CD). Include your vendor questionnaire (hard copy).
 9. Provide your firm's safety record; include statement from insurance provider clearly identifying your Experience Modification Rate (EMR).
 10. List any OSHA violations received in the past 3 years and the disposition.
 11. Provide AIA – A305 Contractor's Qualification Statement. Ensure all questions are answered.
 12. Provide cost for Performance and Payment Bond as a percentage.
 13. Name of Surety (not insurance agent):
Is Surety Treasury listed and A rated?
 14. Regarding your bonding line.
 - a. Single project amount:
 - b. Aggregate amount:
 - c. Bonding agent contact and telephone number:
 15. Provide proof of bonding ability from your surety addressed to Cherokee Nation Property Management.
 16. Provide sample Certificate of Liability Insurance evidencing proof your firm can meet the insurance requirement of Cherokee Nation Property Management. (refer to [Section XI](#) for a definition of coverage).
 17. Provide your proposed staffing matrix for the Project duration.

- a. Provide resumes for the key Project personnel.

18. Provide schedule of time for beginning and turnover of Closeout Documents to Owner.

19. Will the proposing firm be self-performing any of the work? If so, provide a list of any trades you would self-perform. The following constraints apply to self-performance:

- a. Proposing firm shall request in writing approval to self-perform a trade thirty (30) days prior to posting the bid package for said trade.
- b. The Owner has the right to approve or not approve any request to self-perform a trade.
- c. Any trade the Owner elects to approve for self-performance shall be competitively bid.
- d. Self-perform bids shall be due to the Owner a minimum of twenty-four (24) hours prior to the bid package bid opening.

20. FORM OF PROPOSAL

The Construction Manager shall provide as its Form of Proposal the following:

1. PART A (Construction Manager Pre-Construction Services) as defined above:

\$ _____

2. PART B (Construction Manager Fixed General Conditions) (General Conditions as defined in EXHIBIT A). General Conditions is inclusive of all fees and markup (overhead and profit) for this subset of cost through the completion of the project, with the exception of the ½% TERO fee:

\$ _____

3. Cost of Daily General Conditions for each documented and agreed upon day beyond the scheduled completion as delayed by Owner. (General Conditions as defined in EXHIBIT A). General Conditions is inclusive of all fees and markup for this subset of cost, with the exception of the ½% TERO fee and any worker permit fees:

\$ _____

4. FEE: This shall be your fee expressed as a percentage of the work. Fee includes all overhead and profit on the Cost of the Work and excludes General Conditions, Bonds, Sub-Bonds, Insurances, TERO Fees and daily permit costs, which shall be direct pass-through to the Owner. FEE shall be used to establish the costs of the GMP.

_____ %

- 5. LABOR RATES:** Provide a schedule of salaried personnel hourly labor rates assigned to the Project. This rate shall be inclusive of all burden, overhead, profit, home/local office personnel, etc. This rate excludes TERO fees and worker permit fees.

21. Insert signed **SECTION III: CERTIFICATION OF PROPOSAL.**
22. Insert signed **SECTION VI: BUSINESS RELATIONSHIP AFFIDAVIT.**
23. Insert signed **SECTION VII: NON-COLLUSION AFFIDAVIT.**
24. Insert signed **SECTION X: NON-DISCLOSURE AGREEMENT.**
25. Insert signed **SECTION XIII: BID RETURN CHECKLIST.**
26. Provide a statement of receipt and acknowledgement of addenda.

Subscribed and sworn to before me this _____ day of _____ 20__.

Notary Public

My Commission Expires: _____

SECTION VII

NON-COLLUSION AFFIDAVIT

STATE OF)
) ss.
COUNTY OF)

, of lawful age, being first duly sworn, on oath says that (s)he is the agent authorized by the bidder to submit the attached bid. Affiant further states that the bidder has not been a party to any collusion among bidders in restraint of freedom of competition by agreement to bid at a fixed price or to refrain from bidding; or with any Cherokee Nation Property Management employee as to quantity, quality or price in the prospective Contract, or any other terms of said prospective Contract; or in any discussions between bidders and any Cherokee Nation Property Management official concerning exchange of money or other thing of value for special consideration in the letting of a Contract.

Signed: _____

TITLE: _____

Subscribed and sworn to before me this _____ day of _____, 20__.

Notary Public

My Commission Expires: _____

SECTION VIII

NOTICE OF AWARD

TO:

PROJECT NAME: **TAHLEQUAH HEALTH CENTER**

BID NUMBER: _____

Cherokee Nation Property Management has considered the bid submitted by you for the above described Work in response to its Request for Proposal dated 11 January 2016, and Instructions to Proposing Firm.

You are hereby notified that your proposal has been accepted and shall be further defined in the forthcoming contract.

You are required by the Instructions to Proposing Firms to execute the Contract Agreement and furnish the required certificates of insurance within five (5) calendar days from the date of this Notice to you.

If you fail to execute said Contract Agreement and to furnish said certificates of insurance within the five (5) days from the date of this Notice, Company will be entitled to consider all your rights arising out of Company's acceptance of your proposal as abandoned. Company will be entitled to such other rights as may be granted by law. Payment and Performance Bond **IS / IS NOT required at this time.**

You are required to return an acknowledged copy of this Notice of Award to Cherokee Nation Property Management

Dated this _____ day of _____, 20__.

_____ for Company

By: _____

Title: _____

Receipt of the above Notice of Award is hereby acknowledged by:

this _____ day of _____, 20__.

By: _____

Title: _____

SECTION IX



CONTRACT AGREEMENT AND TERMS AND CONDITIONS

**CHEROKEE NATION PROPERTY MANAGEMENT
RFP –**

Contract agreement and terms and conditions will be negotiated upon award

SECTION X



AGREEMENT # _____

NON-DISCLOSURE AGREEMENT

Cherokee Nation Property Management, a Cherokee Nation limited liability company, with offices at 777 West Cherokee Street, Catoosa, Oklahoma 74015, ("CNPM"), and _____, with its principal office at _____ ("Company"), in consideration of the mutual covenants of this Non-disclosure Agreement ("Agreement"), hereby agree as follows:

1. In connection with discussions and/or negotiations between the parties regarding **potential business transactions and relationships** ("Subject Matter"), each party to this Agreement may wish to disclose its proprietary or trade secret information ("Information") to the other party on a confidential basis. The disclosing party may consider such Information proprietary under this Agreement either because it has developed the Information internally, or because it has received the Information subject to a continuing obligation to maintain the confidentiality of the Information, or because of other reasons. The disclosing party may consider such Information as a trade secret because such Information derives independent economic value, actual or potential, from not being generally known to, and not being readily ascertained by proper means by, other persons who can obtain economic value from its disclosure or use.
2. When information deemed to be proprietary or trade secret is furnished in a tangible form, including electronic mail, the disclosing party shall clearly mark the Information in a manner to indicate that it is considered proprietary, confidential, trade secret or otherwise subject to limited distribution as provided herein. When Information deemed to be proprietary is provided orally, including information conveyed to an answering machine, voice mail box or similar medium, the disclosing party shall, at the time of disclosure, clearly identify the information as being proprietary or confidential or otherwise subject to limited distribution as provided herein. If the disclosing party fails to identify Information as confidential, such disclosing party may correct the omission by later notice consisting of a writing or statement, and the recipient shall only be liable for unauthorized disclosures of such confidential information made subsequent to said notice. In addition, the existence and terms of this Agreement, and the fact and substance of discussions and correspondence between the parties concerning goods or services, shall be deemed proprietary Information.
3. With respect to Information disclosed under this Agreement, the party receiving Information shall:
 - a. hold the Information in confidence, exercising a degree of care not less than the care used by

- receiving party to protect its own proprietary or confidential information that it does not wish to disclose;
- b. restrict disclosure of the Information solely to those directors, officers, employees, affiliates, and/or agents/consultants, including either party's ability to disclose to commercial lenders, and the Chief and Tribal Council of the Cherokee Nation, with a need to know and not disclose it to any other person;
 - c. advise those persons to whom the Information was disclosed of their obligations with respect to the Information; and,
 - d. use the Information only in connection with continuing discussions by the parties concerning the Subject Matter, except as may otherwise be mutually agreed upon in writing; and
 - e. except for the purposes of evaluating the Subject Matter, not copy or distribute such Information or knowingly allow anyone else to copy or distribute such Information, and any and all copies shall bear the same notices or legends, if any, as the originals.
4. The Information shall be deemed the property of the disclosing party and, upon request, the other party will return all Information received in tangible form (and marked proprietary or confidential) to the disclosing party or will destroy or erase if such Information is recorded on an erasable storage medium, all such Information at the disclosing party's direction, and certify to the disclosing party the Information has been destroyed or erased. If either party loses or makes an unauthorized disclosure of the other party's Information, it shall notify such other party immediately and use reasonable efforts to retrieve the lost or wrongfully disclosed Information.
 5. In the event a party or its affiliate(s) makes an unauthorized disclosure, such party shall indemnify the aggrieved party, including the aggrieved party's officers, directors, managers, agents and/or employees for any loss proximately arising from such disclosure.
 6. The party to whom Information is disclosed shall have no obligation to preserve the proprietary nature of any Information which:
 - a. was previously known to such party free of any obligation to keep it confidential;
 - b. is or becomes publicly available by other than unauthorized disclosure;
 - c. is developed by or on behalf of such party independent of any Information furnished under this Agreement;
 - d. is received from a third party whose disclosure does not violate any confidentiality obligation; or
 - e. is disclosed pursuant to the requirement or request of a duly empowered governmental agency or court of competent jurisdiction to the extent such disclosure is required by a valid law, regulation or court order, and sufficient notice is given by the recipient to the disclosing party of any such requirement or request to permit the disclosing party to seek an appropriate protective order or exemption from such requirement or request, unless such notice is prohibited by said order.
 7. Neither this Agreement, nor the disclosure of Information under this Agreement, nor the ongoing discussions and correspondence between the parties, shall constitute or imply a commitment or binding obligation between the parties or their respective affiliated companies, if any, regarding the Subject Matter. If, in the future, the parties elect to enter into a binding commitment regarding the Subject Matter, such commitment will be explicitly stated in a separate written agreement executed

by both parties, and the parties hereby affirm that they do not intend their discussions, correspondence, and other activities to be construed as forming a contract regarding the Subject Matter or any other transaction between them without execution of such separate written agreement.

8. This Agreement may not be assigned by either party without the prior written consent of the other party, except that no consent is necessary for either party to assign this Agreement to a corporation succeeding to substantially all the assets or business of such party whether by merger, consolidation, acquisition or otherwise. This Agreement shall benefit and be binding upon the parties hereto and their respective successors and permitted assigns.
9. The parties acknowledge that they have had an adequate opportunity to review this Agreement and to consult legal counsel knowledgeable in Federal Indian Law and Cherokee Nation Law regarding the legal effect of this Agreement.
10. This Agreement shall become effective as of the date set forth below (“Effective Date”). Disclosure of Information between the parties under this Agreement may take place for a period (the “Information Disclosure Period”) of one (1) year after the Effective Date. The obligations of the parties contained in Paragraphs 3 and 4 shall survive and continue beyond the expiration of the Information Disclosure Period indefinitely with regard to information designated as a trade secret by disclosing party and for a period of two (2) years with regard to all other Information.
11. The parties acknowledge that in the event of an unauthorized disclosure, the damages incurred by a non-disclosing party may be difficult if not impossible to ascertain, and that such non-disclosing party may seek injunctive relief as well as monetary damages against a party that breaches this Agreement.
12. This Agreement constitutes the entire understanding between the parties with respect to the Subject Matter provided hereunder and supersedes all proposals and prior agreements (oral or written) between the parties relating to the confidential nature of the Information provided hereunder. No amendment or modification of this Agreement shall be valid or binding on the parties unless made in writing and executed on behalf of each party by its duly authorized representative.
13. During the term of this Agreement and for a period of two (2) years following the expiration or termination of this Agreement, Company shall not directly or indirectly solicit the engagement or employment of, or engage as an employee, consultant or otherwise, any person who was an employee of CNE during the term of the Agreement or at any time during the one year period immediately preceding such solicitation.
14. Neither party:
 - a. is responsible or liable for any business decisions made or inferences drawn by the other party in reliance on this Agreement or in reliance on actions taken or disclosures made pursuant to this Agreement;
 - b. shall be liable to or through the other hereunder for amounts representing loss of profits, loss of business, or special, indirect, consequential, or punitive damages.
15. **NOTWITHSTANDING ANYTHING IN THIS AGREEMENT TO THE CONTRARY, NEITHER DISCLOSING PARTY MAKES ANY REPRESENTATIONS OR WARRANTIES**

OF ANY NATURE WHATSOEVER WITH RESPECT TO ANY INFORMATION DISCLOSED, INCLUDING, WITHOUT LIMITATION, ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR AGAINST INFRINGEMENT.

- 16. The parties acknowledge that this Agreement does not restrict the ability of the parties to engage in their respective businesses, nor does it limit either party's use or application of any information or knowledge acquired independently of the other without a breach of this Agreement in the course of such party's business.
- 17. This Agreement may be executed in one or more counterparts each of which shall be deemed an original, but all of which together shall constitute one and the same agreement. Facsimile signatures to this Agreement shall be deemed to be binding upon the parties.

Each party represents that it has caused this Agreement to be executed on its behalf as of the date written below by a representative empowered to bind that party with respect to the undertakings and obligations contained herein.

Executed and effective this _____ day of _____ 20__.

**CHEROKEE NATION PROPERTY
MANAGEMENT**

(SIGNATURE)

(SIGNATURE)

(PRINT NAME)

(PRINT NAME)

(TITLE)

(TITLE)

SECTION XI

INSURANCE REQUIREMENTS

Insurance: Contractor shall carry or cause to be carried and maintained in force throughout the entire term of this Base Agreement insurance coverage as described in subsections (a) through (d) below with insurance companies acceptable to Company. Non-renewal or cancellation of policies described below will be effective only after written notice is received by Company from the insurance company, thirty (30) days in advance of any such non-renewal or cancellation. Prior to commencing the services hereunder, Contractor shall deliver to Company certificates of insurance on an Acord 25 or 25S form evidencing the existence of the following insurance coverage. All costs and deductible amounts will be for the sole account of Contractor.

(a) Workers' Compensation insurance complying with the law of the State or States having jurisdiction over each employee, whether or not Contractor is required by such laws to maintain such insurance, and Employer's Liability with limits of \$500,000 each accident, \$500,000 disease each employee, and \$500,000 disease policy limit.

(b) Commercial or Comprehensive General Liability insurance on an occurrence form with a combined single limit of \$1,000,000 each occurrence, and annual aggregates of \$2,000,000 each, for bodily injury and property damage, including coverage for blanket contractual liability, broad form property damage, personal injury liability, independent contractors, and products/completed operations.

(c) Automobile Liability insurance with a combined single limit of \$1,000,000 each occurrence for bodily injury and property damage to include coverage for all owned, non-owned, and hired vehicles.

(d) Professional Liability insurance with limits of not less than \$2,000,000 for each claim and an annual aggregate of not less than \$5,000,000.

With respect to any insurance policy required by this Section which provides coverage on a "claims made" basis, such policy shall, if possible, be maintained for a period of not less than two years after termination of the applicable Service Agreement with retroactive coverage to the effective date of the applicable Service Agreement. If any such policy is terminated, Contractor shall provide a substitute insurance policy with the same terms, conditions, and policy limit including retroactive coverage to the effective date of the applicable Service Agreement. Said substitute policy shall be maintained in full force and effect for at least two years or provide for a two year discovery period from the date Company finally accepts work.

In each of the above described policies, Contractor agrees to waive and will require its insurers to waive any rights of subrogation or recovery they may have against Company its parent, or affiliated companies.

Under the policies described in subsections (b) and (c) above, Company, its parent, and affiliated companies will be named as additional insured as respects any work performed under this Base Agreement. Any costs associated with naming these additional insured are included in the compensation as designated on the Service Agreement.

The policies described in subsections (b) and (c) above shall include the following "other insurance" amendment: "This insurance is primary insurance with respect to Company its parent, subsidiary and affiliated companies, and any other insurance maintained by Company its parent, or affiliated companies is excess and not contributory with this insurance."

In the event coverage is denied or reimbursement of a properly presented claim is disputed by the carrier for insurance provided in subsections (a) through (d) above, Contractor shall, upon written request, provide

Company with a certified copy of the involved insurance policy or policies within ten (10) business days of receipt of such request.

Neither the insurance required herein nor the amount and type of insurance maintained by Contractor, shall limit or affect the extent of Contractor's liability hereunder for injury, death, loss or damage.

Company will not insure nor be responsible for any loss or damage, regardless of cause, to property of any kind, including loss of use thereof, owned, leased or borrowed by Contractor, or its employees, servants or agents, other than property which becomes a part of the services under this Base Agreement.

Contractor may be required to procure and maintain Builder's Risk Insurance on this project.

All terms and conditions of Insurance requirements may be amended by specific Service Agreements as needed.

SECTION XII

EXHIBITS/ATTACHMENTS

EXHIBIT A: Exhibit A shall be used to determine the allowed charges under the category of “Fixed General Conditions”.

EXHIBIT B: Conceptual Schedule for proposal preparation and for establishing the cost of the “Fixed General Conditions”.

ATTACHMENT 1: List of Potential Programs/Departments

ATTACHMENT 2: *DHHS/IHS/DES A/E Design Guide 2013*

SECTION XIII
BID RETURN CHECKLIST

- A. Sealed envelope clearly marked with project name, bidder name, and bid package number. _____
- B. Acknowledgement of all addenda (if applicable). _____
- C. Cherokee Nation - Previous Work History Form, AIA A305, with supporting documentation. _____
- D. Certification of Proposal _____
- E. Non-collusion Affidavit. _____
- F. Business Relationship Affidavit. _____
- G. Certificate of Insurance. _____
- H. Letter from Surety identifying current EMR. _____
- I. Workers Comp Ins. (proof of effective dates). _____
- J. Copy of TERO Certification front and back (if applicable). _____
- K. List of any certifications related to this bid request. _____
- L. Copy of CDIB Card (if applicable). _____
- M. A brief narrative, signed and dated, acknowledging the bidder has read the proposal and fully understands the scope of work, drawings, specifications, and any other supporting documents included in the proposal. _____
- N. A list of any materials and/or labor not included in the bid price. _____
- O. Section XIII, initialed on each line where provided and acknowledged below. _____

If any items are not included please provide a list and explanation of why the item is not included in the bid submittal.

I have reviewed and completed the checklist above,

Signature:

Print Name: _____

Title: _____

Date: _____