

# REQUEST FOR PROPOSAL

## Above Ground Storm Shelter

Rebid for Area 1 and Area 4  
SOLICITATION # 2024-001-002



*Keys to a brighter future*

**Proposals Due: November 1, 2023 @ 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  
REQUEST FOR PROPOSALS**

The Housing Authority of the Cherokee Nation is seeking competitive proposals for the **Installation of Storm Shelters (Above Ground) located in Area 1 (Adair, Cherokee & Wagoner Counties) and Area 4 (Delaware, Mayes & Ottawa Counties) within Cherokee Nation Reservation**. The CONTRACTOR shall provide all labor, materials, administration, services, supplies, equipment and transportation. The CONTRACTOR shall complete the job within the allotted timeframe and for the agreed shelter amount.

Interested professionals may submit proposals by mail to the HACN Contracts Office, P.O. Box 1007, Tahlequah, OK 74464 (Attn: Baylee Scott) clearly marked "Proposal for Above Ground Storm Shelters". Proposals may also be delivered via email to [baylee.scott@hacn.org](mailto:baylee.scott@hacn.org) with the subject line titled "Proposal for Above Ground Storm Shelters". **The deadline for submission is no later than 5:00 P.M. on November 1, 2023.**

Indian preference will be given only to contractors who provide proof of current certification from the Cherokee Nation Tribal Employments Office (TERO) located in Tahlequah, OK. Proof of TERO certification must be included with the proposal. If no TERO vendor is available, Indian preference will be given in accordance with Section 7(b) of the Indian Self-Determination and Education Assistance Act, (25 U.S.C.405 e) 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. Respondents are not required to be on the TERO list to bid.

Cherokee Nation 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 (see 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.

Davis-Bacon Wage Rate 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.

Note: The Contractor shall either: (1) during the life of his subcontract, require each of his subcontractors to procure and to maintain 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.

**Warranties/Workmanship:**

The contractor/subcontractor shall warranty his work against faulty materials or workmanship for a period of One (1) Year and replace same at the direction of the Housing Authority of the Cherokee Nation (HACN) at no cost to the homeowner and/or the Housing Authority of the Cherokee Nation. The one-year period shall begin on the date of the final acceptance (inspection) for the completed job by the Inspector or designee. All labor shall have a one (1) year warranty.

**OBJECTIVE:**

The Housing Authority of the Cherokee Nation of Oklahoma is accepting proposals from certified individuals and/or firms interested in installing storm shelters within the Cherokee Nation Reservation. The successful offerors(s) will be required to enter a contract with the Housing Authority to provide said services and begin within approximately 14 calendar days of contract signing. This will be for a one-year engagement with the option to renew annually for two additional years; the contract will not exceed three years total. The HACN may award contracts to more than one offeror.

**SCOPE OF WORK:**

**Furnish and install a FEMA certified above ground concrete storm shelter, various sizes (5'x 7', 6' x 8', 7' x 9'), rated for 250 MPH winds. Storm shelters will be handicap accessible and meet the criteria below:**

Insulated Concrete Forms (ICF) or pre-cast construction.

- I. Able to withstand 250mph winds and 115mph debris impact.
- II. Meets FEMA shelter requirements at minimum (FEMA P361) and (FEMA 320)
- III. Complies with ICC 500 shelter code IV. Exterior doors must be FEMA engineered and certified.
- IV. Shelters shall include adequate ventilation to prevent condensation and mold occurrence.
- V. Shelters shall be constructed using at a minimum 6,000 psi concrete with ½" rebar on 10" centers and anchored with at least 3' metal anchors.

**Selected contractor will be responsible for all permitting and utility location services necessary for a successful project.**

**AWARD:**

Based upon the ranking criteria and final negotiation (if any), the HACN will select the offeror whose proposal, with price and other factors considered, is most advantageous to the HACN.

**INSURANCE REQUIREMENTS (For Successful Bidder Only):**

Before performing contractual services on the behalf of or for the HACN, 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 and should read as follows:**

**Housing Authority of the Cherokee Nation  
P.O. Box 1007  
Tahlequah, Oklahoma 74465**

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 or Affidavit of Exempt Status Filed with the State of Oklahoma for everyone listed on the core crew list:**

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:

**EVALUATION FACTORS:**

Offeror's years of experience in related work	Provide the number of years the company has provided related professional services.	Maximum 15 points
References	Include references from at least three (3) previous clients.	Maximum 15 points
Indian preference	Include TERO certification and 1) proof of Cherokee Tribal Membership, or 2) proof of membership with another tribe. (20 points Cherokee, 15 points another tribe)	Maximum 20 points
Pricing	Vendor should include pricing for one installation that can be applied to multiple locations.	Maximum 20 points
Response time for completing an installation	State (in days) how quickly services will be provided after a request is received (from the time it is assigned until services are completed)	Maximum 30 points

**Drug Free and Tobacco Free Workplace:**

- a) Any contractor performing work for the HACN 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 HACN 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 HACN.
- e) The Contractor understands and recognizes that all HACN buildings, whether leased or owned, and the grounds surrounding those facilities are considered by the HACN to be a tobacco free workplace. The Contractor will ensure all employees, subcontractors, and other workers abide by this policy.

**Please mark one and sign:**

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

I agree to the HACN's Drug/Tobacco Free Policy/Statement: \_\_\_\_\_

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**Signature**

**Date**

## MANDATORY BID RESPONSE FORM

The General Contractor, as Bidder, agrees to perform all work as described in the Work Write-Up and Specifications for:

### Above Ground Storm Shelters

The Bidder agrees to furnish all labor and materials for the installation of an Above Ground Storm Shelter for the sum of:

**Contractor Installed:**

Above Ground Storm Shelter (5' x 7') \$ \_\_\_\_\_

Above Ground Storm Shelter (6' x 8') \$ \_\_\_\_\_

Above Ground Storm Shelter (7' x 9') \$ \_\_\_\_\_

**Shelter Only/HACN Installed:**

Above Ground Storm Shelter (5' x 7') \$ \_\_\_\_\_

Above Ground Storm Shelter (6' x 8') \$ \_\_\_\_\_

Above Ground Storm Shelter (7' x 9') \$ \_\_\_\_\_

**Mandatory Bid Response Form must be fully completed before bid will be considered.**

***Submission of my bid is confirmation that I have reviewed the job, fully understand the scope of work, and will complete the job within the timeframe designated after the issuance of the Purchase Order.***

(CHEROKEE) TRIBAL OR INDIAN PREFERENCE: (Check One)

TERO Certified Contractor: \_\_\_\_\_ Yes \_\_\_\_\_ No

**(Proof of TERO Certification must accompany all bids)**

SUBMITTED:

\_\_\_\_\_  
Company Name

\_\_\_\_\_  
Company Address

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Title

**NON-COLLUSIVE AFFIDAVIT**

State of \_\_\_\_\_

County of \_\_\_\_\_

\_\_\_\_\_ being first duly sworn, deposed and says

that he/she is a partner or officer of the firm of \_\_\_\_\_, the party making and foregoing proposal or bid, that such proposal or bid is genuine and not collusive or sham; that said bidder has not colluded, conspired, connived or agreed, directly or indirectly, with any bidder or person, to put in a sham bid or to refrain from bidding, and has not in any manner, directly or indirectly, sought by agreement or collusion or communication or conference, with any person to fix the bid price of affiant or any other bidder, or to fix overhead, profit or cost element of said bid price, or that of any other bidder, or to secure any advantage against the Housing Authority of the Cherokee Nation, or any person interested in the proposed contract; and, that all statements in said proposal or bid are true.

Signed: \_\_\_\_\_  
(Bidder, if the bid is an individual.  
Partner, if the bid is a partnership.  
Officer, if the bid is a corporation)

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_,  
20\_\_\_\_\_.

My commission expires \_\_\_\_\_, 20\_\_\_\_\_.

\_\_\_\_\_  
Notary Public Signature

\_\_\_\_\_  
Commission Number



