

BID REQUIREMENTS

2.0 INSTRUCTIONS TO BIDDERS

2.1 BID PACKAGES

BID PACKAGE #4

#32A	Fences
#32B	Sod & Grasses

ALLOWANCES

Any required allowances will be identified in the bid packages, if applicable.

2.2 BID DATE/TIME/LOCATION

Bids will be received until no later than 10:00 AM on March 12, 2024. Any proposal received more than ninety-six (96) hours, excluding Saturday or Sunday, or any received after the bid time deadline, shall not be considered and will be returned unopened to the proposing firm.

Bids must be delivered via mail, express mail or hand delivered to:

Housing Authority of the Cherokee Nation
1500 Hensley Drive
Tahlequah, OK 74464

MUST BE LABELED ON THE SEALED ENVELOPE:
Cherokee Nation 24 New Homes Tahlequah Bid Package #4

2.3 BID SUBMISSION PROCEDURES

- 2.3.1 Bids shall be submitted on the form included herein and reference the appropriate Bid Package.
- 2.3.2 All blanks on the Bid Form shall be legibly executed in a non-erasable medium.
- 2.3.3 Sums shall be expressed in both words and figures. In case of discrepancy, the amount written in words shall govern.

- 2.3.4 Interlineations, alterations and erasures must be initialed by the signer of the Bid.
- 2.3.5 All requested Alternates shall be bid. If no change in the Base Bid is required, enter “No Change”.
- 2.3.6 Where two or more Bids for designated portions of the Work have been requested, the Bidder may state the Bidder’s refusal to accept award of less than the combination of Bids stipulated by the Bidder. The Bidder shall make no additional stipulations on the Bid Form nor qualify the Bid in any other manner.
- 2.3.7 Each copy of the Bid shall state the legal name of the Bidder and the nature of legal form of the Bidder. The Bidder shall provide evidence of legal authority to perform within the jurisdiction of the Work. Each copy shall be signed by the person or persons legally authorized to bind the Bidder to a contract. A Bid by a corporation shall further give the state of incorporation and have the corporate seal affixed. A Bid submitted by an agent shall have a current power of attorney attached certifying the agent’s authority to bind the Bidder.
- 2.3.8 Proof of TERO Certification must accompany and be included in the bid submittal. TERO preference will only be given to bidders who provide proof.

2.4 BID DOCUMENTATION REQUIRED

All Bidders must submit one (1) copy of their Bid Package Form, all with original signatures on the SUBMITTED BY signature line.

Project: HACN 25 New Homes
Tahlequah, OK
Bid Package # _____
Bid Package Description _____

Bidder’s Name and Address

2.5 BID RECEIPT AND NOTIFICATION OF RESULTS

The bids will be taken under advisement and reviewed by the Owner and Construction Manager. Successful bidders will be notified upon acceptance by the Owner.

2.6 PRE-BID CONFERENCE

Not Applicable.

2.7 QUESTION AND ANSWER PROCEDURES

Not Applicable.

2.8 CONTRACTOR QUALIFICATION

Not Applicable.

2.9 INSURANCE REQUIREMENTS

1. Worker's Compensation – Worker's Compensation insurance complying with the laws of the State of Oklahoma, whether or not the Contractor is required by such laws to maintain such insurance and Employer's Liability insurance with limits of \$500,000 each accident, \$500,000 disease each employee and \$500,000 disease policy limit.
2. General Liabilities – 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 for bodily injury and property damage, including coverage for blanket contractual liability, broad form property damage, personal injury liability, independent contractors, products/completed operations and when applicable, the explosion, collapse and underground exclusion will be deleted.
3. Excess Liability – Excess liability coverage as may be required by the Owner. The Owner shall communicate such coverage requirements to the Construction Manager prior to commencing work on the project.
4. Automobile – 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.

2.10 SITE ACCESS AND TEMPORARY PROVISIONS

Bidders should visit the site during the pre-bid period and take such steps as may be necessary to ascertain the nature and condition of the work and the general and local conditions which can affect the work and the cost thereof. Failure to do so will not relieve bidders from responsibility for estimating properly the difficulty or cost of successfully performing the work. The Owner will assume no responsibility for any understandings or representations made concerning conditions made prior to the execution of the Contract, unless included in the invitation for bids, the specifications or related documents.

The Construction Manager will provide temporary sanitary facilities, temporary construction power and water and dumpster service for the duration of the project.

Each contractor will be responsible for providing drinking water, safety and required PPE for its employees.

The Contractor will provide adequate protection as applicable to its work and as required for public property, private property, utilities and materials. Contractor will be responsible for correcting any damage caused by its negligence in a manner approved by the Construction Manager, Architect and/or Owner at no additional cost.

2.11 PLAN ROOMS

Digital copies of drawings and specifications may be requested and sent via DropBox Link or ISQFT from Cassidy Fisher, cfisher@buiok.com or 918-835-1138.

Builders Unlimited, Inc.
9835 S 219th E Ave
Broken Arrow, OK 74014
918-835-1138

2.12 SUBMISSION OF FAXED OR EMAILED BIDS

Not Applicable.

2.13 INDIAN PREFERENCE REQUIREMENTS

This project is subject to Section 7(b) of the Indian Self-Determination and Education Assistance Act, which requires in part and to the greatest extent feasible, preference in the award of contracts and subcontracts shall be given to Indian Organizations and Indian Owned Economic Enterprises.

The Cherokee Nation, Owner, has adopted a Tribal Employment Rights Ordinance (TERO). The Contractor, its appointed agents and all other parties will agree to recognize the rights, responsibility and authority and agree to abide by the TERO regulations and determinations. The Contractor and all other parties will recognize that TERO has a primary commitment to the employment of Native American tribal members and the hiring of Native American preference employees.

TERO agreements and forms will be signed by all Contractors prior to commencement of work.

TERO will monitor hours and will require weekly labor forms.

TERO will monitor the job site to ensure that the TERO agreement will be enforced.

Indian preference will be given only to bidders who provide proof of current certification from the Cherokee Nation Tribal Employment Office (TERO) located in Tahlequah, OK. A copy of your TERO Certificate (front & back) must accompany and be included in bid submittal.

2.14 ATTACHMENTS

Bid Packages
Prevailing Wage
Civil Documents