

**CHEROKEE NATION
BID REQUEST
MODULAR HOME & DELIVERY**

The Cherokee Nation is seeking bids from a qualified Modular home manufacturer. Bids shall include all materials, equipment, finishes, transportation, logistics, communications, permits and fees for the complete construction, delivery, assembly, placement and commissioning of the specified home. The modular home specifications are included in this bid packet. The homes will be delivered and set-up at designated sites throughout the fourteen (14) county Cherokee Nation Reservation.

Interested parties are to provide a bid to furnish all labor, quality control, materials, supplies and supervision to provide the modular home, deliver, and set-up at sites established by the Cherokee Nation. Interested bidders must follow all directions outlined in this bid packet including the utilization of mandatory bid response sheet to be considered fully responsive.

The lowest most responsive, responsible bid will be the determining factor in awarding this bid taking Indian Preference into consideration. The successful bidder will be issued an agreement and a purchase order incorporating the bid response. The Nation reserves the right to make multiple awards.

Bids are due May 08, 2024 by 5:00 p.m. CT

MANDATORY SUBMITTAL INFORMATION: Bid submittal requirements must be followed. Each bid must be submitted on the prescribed, required form with all areas completed. Bids may be e-mailed to georgette-smith@cherokee.org. The subject line of the email must state: Bid for Modular Homes. It is the bidder's responsibility to ensure delivery of bids by **May 08, 2024 by 5:00 p.m. CT**. Any bids received after the designated date and time will be ineligible for award.

Interpretation of the Bid Documents: All questions or requests for interpretation of the bid must be submitted in written format to Cherokee Nation Purchasing. Requests may be e-mailed to georgette-smith@cherokee.org.

- a) To be given consideration, questions and interpretation requests must be received no later than **May 01, 2024 by 5:00 p.m. CT**.
- b) Any and all such answers and interpretations and any supplemental instructions will be in the form of written addenda to the bid which, if issued, will be communicated in written format to all prospective bidders not later via a posting on the NATION'S website, www.cherokeebids.org with bid announcement. Due date for interpretations for this bid shall be **May 03, 2024 by 5:00 p.m. CT**.
- c) No answers or interpretation of the bid documents will be made to any bidder orally.
- d) Failure of any bidder to receive any such addendum or interpretation shall not relieve such bidder from any obligation under his bid as submitted. All addenda so issued shall become part of the contract documents.

Bid Acceptance: Bids will be accepted from Indian and Non-Indian bidders. Cherokee Nation reserves the right to reject any and all bids. 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 Cherokee Nation including but not limited to the total cost and capability of the bidder. Bidders are responsible for any and 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 stipulated date and time will be returned unopened. No bidder may withdraw their bid within 30 days after proposal due date.

TERO Certification: 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) 453-5000. Proof of TERO certification must accompany and be included in bid submittal.

TERO Requirements: Cherokee Nation TERO Office requirements apply to award of agreement; including fee of ½ of 1% of contract award. Successful bidder must complete required TERO paperwork and pay all applicable fees in accordance with the current Legislative Act for this project. Please contact Cherokee Nation Tribal Employment Rights Office (T.E.R.O.) at (918) 453-5000 with any questions. The successful bidder must have fees and all paperwork submitted to TERO for agreement to be considered fully executed.

Laws and Regulations: The bidder's attention is directed to the fact that all applicable State Laws, municipal ordinances, and the rules and regulations of all authorities having jurisdiction over construction of the project shall apply to the contract throughout, and they will be deemed to be included in the contract the same as though written out in full.

The offeror's attention is directed to the fact all applicable State Laws, municipal ordinances, and the rules and regulations of all authorities having jurisdiction over construction of this project shall apply to the contract throughout, and they will be deemed to be included in any future contract the same as though written out in full.

Wage Rates: The Cherokee Nation requests the wages for any future contract/project follow the Davis Bacon Wage Scale if applicable to the services/work being provided. Awarded parties will be required to maintain wage rates paid to employees for any future awarded project and have reports available upon request. And, 40 U.S.C.A. §3702 & §3704 per Department of Labor regulations regarding work hours and conditions.

Buy American – Recovery Act provisions: The buy American provisions direct that all of the iron, steel, and manufactured goods used in the project are produced or manufactured in the United States for a project for the construction, alteration, maintenance or repair of a public building or public work. This Buy American provision is applicable only to iron, steel, and manufactured good brought to the construction site for incorporation into a public building or public work. Products that do not fit the definition of manufactured goods are not covered.

Cherokee Nation TERO law and fees may be applicable to any future agreement(s).

Conflict of Interest and Restrictions: If any contractor, contractor's employee, subcontractor, or any individual working on the proposed contract may have a possible conflict of interest that may affect the objectivity, analysis, and/or performance of the contract, it shall be declared in writing and submitted to Cherokee Nation Procurement (Attn: Georgette Smith) no later than on or before **May 01, 2024 by 5:00 p.m. CT** The NATION will determine in writing if the conflict is significant and material and if so, may eliminate the contractor from submitting a proposal.

Verbal Instructions: Interested parties shall not initiate or execute any negotiation, decision, or action arising from any verbal discussion with any Cherokee Nation employee. Only written communications from the designated Contact Person at Cherokee Nation may be considered a duly authorized expression on behalf of the NATION regarding this RFP. Additionally, only written communications from interested parties are recognized as duly authorized expressions on behalf of the vendor. The same instructions shall apply to any subsequent award and agreement communications.

Qualifications of Bidder: The NATION may make such investigations as deemed necessary to determine the ability of the bidder to perform the work, and the bidder shall furnish to the NATION all such information and data for this purpose as the NATION may request. The NATION reserves the right to reject any bid if the evidence submitted by, or investigation of, such bidder fails to satisfy the NATION such bidder is properly qualified to carry out the obligations of the contract and to complete the work contemplated therein. Conditional bids will not be accepted.

Subcontracts: The successful bidder is specifically advised that any person, firm, or other party to whom it is proposed to award a subcontract under this contract must also be acceptable to NATION. Any proposed subcontracts must be approved by the NATION, and the TERO office must be consulted prior to subcontractor being on site to ensure all appropriate forms, paperwork, and approvals are in place. Successful bidder will be required to complete the Request for Acceptance of Subcontractor at time of contract signing if subcontractor to be utilized. All sums due to any suppliers or subcontractors must be paid or will be paid within ten (10) days of receipt of any money received from the Cherokee Nation under any executed Agreement.

Method of Award – Lowest Bid That Contains Lowest Most Responsive/Reasonable Offer From Qualified Bidder: After consideration of price and other factors, the project will be awarded to the bidder whose bid is determined to be the lowest most responsive/reasonable offer taking Indian Preference into consideration and in the best interest of the Nation to accept. Award shall be made under unrestricted solicitations to the lowest, most responsive/reasonable bid from a qualified economic enterprise or organization within the maximum total budget price established for the specific project or activity being solicited in accordance with Cherokee Nation Acquisition Management Policy & Procedures. Indian/TERO Preference will be given only to bidders who provide proof of current TERO certification from the Cherokee Nation Tribal Employments Office (TERO) in accordance with current Cherokee Nation Policy. Proof of TERO certification must accompany and be included with bid submittal.

Bonding Requirements: Upon issuance of a purchase order, the awarded party will be expected to provide payment and performance bonds within 10 business days. A performance bond on the part of the contractor for 100 percent (100%) of the contract price. A “performance bond” is one executed in connection with a contract to secure fulfillment of all the contractor’s obligations under such contract. A payment bond on the part of the contractor for 100 percent (100%) of the contract price. A “payment” bond is one executed in connection with a contract to assure payment as required by law of all persons supplying labor and material in the execution of the work provided for in the contract. Corporate sureties offered for bonds furnished with contracts performed for the Cherokee Nation must appear on the list contained in the Department of the Treasury Circular 570, “Companies holding Certificates of Authority as Acceptable Sureties on Federal Bonds and Acceptable Reinsuring Companies.”

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 antitrust 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 a 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, 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 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: Cherokee Nation reserves the right to waive any informalities or to reject any and all bids. Award 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.

Drug Free Workplace and Tobacco Free Workplace: Any Contractor performing work for 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. The NATION will consider lack of enforcement or lax enforcement of the statement by Contractor a default of the contract. The Contractor further agrees to provide all persons engaged in performance of the contract with a copy of the statement. A copy of bidder's Drug Free Workplace statement shall be included with the proposal or else the successful bidder will be deemed to accept and agree to use the statement provided by NATION. The Contractor understands and recognizes that all Cherokee Nation buildings, whether leased or owned, and the grounds surrounding those facilities are considered by the Nation to be a tobacco free workplace. The Contractor will ensure all employees, subcontractors, and other workers will abide by this policy.

Contractor's Insurance Requirements: Before performing contractual services on the behalf of or for the Cherokee Nation, compliance with the following insurance requirements must be verified:

** Provide an original Certificate of insurance naming the Cherokee Nation as a certificate holder and additional insured with respect to general liability, automobile liability, and builders risk policies, as their interest may appear with respect to the operations defined in this bid packet. The certificate shall reflect that coverage has been placed with an AM Best Rated Carrier of at least A IX and will contain the following information for each required coverage:

- 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) Thirty day notice of cancellation, except ten-day cancellation clause will apply for nonpayment of premium.

** Required Coverages:

- 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. Contractor's worker's compensation policy shall include a waiver of subrogation in favor of Cherokee Nation of Oklahoma.
- 2) General Liability:
Coverages:
Commercial (including products/completed operations) with specific reference made to coverage for lead abatement (as this is usually excluded under standard commercial general liability policies). In addition to the additional insured endorsement, the commercial general liability policy

shall also include a waiver of subrogation in favor of Cherokee Nation of Oklahoma.

Limits of Liability:

Bodily Injury and Property Damage Combined: \$1,000,000 per occurrence and \$2,000,000 general aggregate limit

3) Automobile Coverage:

Vehicles Covered:

All Autos

Hired Autos

Non-owned Autos

Limits of Liability:

Bodily Injury and Property Damage Combined: \$500,000

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 for the type and in the same amounts as specified above, or (2) insure the activities of this subcontractors in his own policy. Each subcontractor policy must also name Cherokee Nation as an additional insured with respect to general liability and auto liability.

Modular Home Specifications – Home Type 1

Modular home manufacturer shall include all materials, equipment, finishes, transportation, logistics, communications, permits and fees for the complete construction, delivery, assembly, placement and commissioning of the specified home.

Homes shall be “Off-Frame” installed onto owner provided footings and stem walls. All attachment/fastening materials, labor and equipment shall be covered by the home installer.

Homes shall be IRC Compliant. Bidder/Contractor shall include IRC compliance certificates with bidding package. Bidders/Contractors are to include product specifications with bid submittal for the Owner’s review. Home orders and delivery sites shall be supplied to the manufacturer on an as needed basis by the Cherokee Nation, via Purchase Order.

Supply line item cost for modular home type one (1), 1400-1500 SF with a 3 bedroom/2 bath layout as typical, with specifications as follows:

- 30 year architectural shingles.
- Synthetic underlayment over 3/4” decking
- 2x4 Exterior walls framed 16” OC, R-15 minimum for all exterior walls
- 4/12 pitch trusses, minimum
- Attic insulation to meet R-40, minimum
- Floor joists to be minimum of 2x10 for off frame install
- Floor insulation to meet R-30, minimum
- 2x3 interior wall, framed at 16” OC.
- All interior walls to receive R-13 sounds batts
- Exterior Sheathing to be 7/16” minimum
- Exterior siding to be fiber cement lap or board and batten style. Manufacturer to provide two (2) color options
- Exterior windows to be thermally broken, single hung, vinyl frame with standard interior window treatments
- Front and rear doors shall be insulated with integral view upper panes
- Kitchen to have upper and lower cabinets as designed by manufacturer
- Counter tops shall be Formica or solid surface with 4” integral back splash
- Full depth kitchen sink with single hole faucet
- Kitchen sink shall receive 1/3hp, switched garbage disposal
- Kitchen shall receive electric full size range/oven combo
- Bathrooms to receive vanity, sink and three hole faucets
- Fiberglass tub/shower insert with single hole/handle mixing valve
- Front and back exterior walls shall have exterior hose spigot
- Water heater shall be a minimum 40 gal capacity, electric tank style
- Electrical light fixtures shall be all LED
- Front and back doors shall have exterior, switched fixtures

- All bedrooms to receive switched, fan with additional switched ceiling can lights
- Living room shall receive switched ceiling fan with additional switched ceiling can lights
- Mechanical system shall be Split system, DX style with electric heat strips
- System controls shall be digital wall mount thermostat
- Main duct shall be wrapped to R-8 minimum. Flex duct shall be R-8 minimum
- All interior walls shall receive minimum ½” sheetrock, fully taped and bedded
- Flooring materials shall be 25oz carpet minimum for living areas and 1/8” minimum vinyl flooring for wet areas. Manufacturer to provide two (2) color options
- Home installer shall include all materials, labor and equipment to install secondary electrical conductors from the meter to the home distribution panel. Installer shall assume 75’ of secondary installation, as typical for each residence. Conductors shall be installed in electrical conduit and buried a minimum of 30”. Conduit shall be fully bedded in sand or screenings. All ditch work and clean up shall be included in this contract
- Home installer shall include all materials, labor and equipment to install and hook up water line from the meter to the home. Installer shall assume 75’ of waterline install as typical for each residence. Water line shall be PEX line fully bedded with sand or screenings and shall be a minimum of 30” in depth. All ditch work and clean up shall be included in this contract
- Home Installer shall connect the main sanitary discharge to the inlet pipe of the septic system or sanitary sewer. All ditch work and clean up shall be included in this contract
- Home installer shall include all commissioning and start up procedures necessary to turn over a complete and fully functioning home. All MEP systems, appliances and utilities shall be verified as operational upon final walk through.
- Homes shall come with a one (1) year warranty against defects and issues with the MEP systems, roof systems, wall systems, windows, flooring system, finishes and appliances that result from no fault of the owner.

Modular Home Specifications – Home Type 2

Modular home manufacturer shall include all materials, equipment, finishes, transportation, logistics, communications, permits and fees for the complete construction, delivery, assembly, placement and commissioning of the specified home.

Homes shall be “Off-Frame” installed onto owner provided footings and stem walls. All attachment/fastening materials, labor and equipment shall be covered by the home installer.

Homes shall be IRC Compliant. Bidder/Contractor shall include IRC compliance certificates with bidding package. Bidders/Contractors are to include product specifications with bid submittal for the Owner’s review. Home orders and delivery sites shall be supplied to the manufacturer on an as needed basis by the Cherokee Nation, via Purchase Order.

Supply line item cost for modular home type two (2), 900-1000 SF with a 2 bedroom/2 or 1 bath layout as typical, with specifications as follows:

- 30 year architectural shingles.
- Synthetic underlayment over 3/4” decking
- 2x4 Exterior walls framed 16” OC, R-15 minimum for all exterior walls
- 4/12 pitch trusses, minimum
- Attic insulation to meet R-40, minimum
- Floor joists to be minimum of 2x10 for off frame install
- Floor insulation to meet R-30, minimum
- 2x3 interior wall, framed at 16” OC.
- All interior walls to receive R-13 sounds batts
- Exterior Sheathing to be 7/16” minimum
- Exterior siding to be fiber cement lap or board and batten style. Manufacturer to provide two (2) color options
- Exterior windows to be thermally broken, single hung, vinyl frame with standard window treatments
- Front and rear doors shall be insulated with integral view upper panes
- Kitchen to have upper and lower cabinets as designed with manufacturer
- Counter tops shall be Formica or solid surface with 4” integral back splash
- Full depth kitchen sink with single hole faucet
- Kitchen sink shall receive 1/3hp, switched garbage disposal
- Kitchen shall receive electric full size range/oven combo
- Bathrooms to receive vanity, sink and three hole faucets
- Fiberglass tub/shower insert with single hole/handle mixing valve
- Front and back walls shall have exterior hose spigot
- Water heater shall be a minimum 40 gal capacity, electric tank style
- Electrical fixtures shall be all LED
- Front and back doors shall have exterior, switched fixtures
- All bedrooms to receive switched, fan with additional switched ceiling can lights

- Living room shall receive switched ceiling fan with additional switched ceiling can lights
- Mechanical system shall be Split system, DX style with electric heat strips
- System controls shall be digital wall mount thermostat
- Main duct shall be wrapped to R-8 minimum. Flex duct shall be R-8 minimum
- All interior walls shall receive minimum ½” sheetrock, fully taped and bedded
- Flooring materials shall be 25oz carpet minimum for living areas and 1/8” minimum vinyl flooring for wet areas. Manufacturer to provide two (2) color options
- Home installer shall include all materials, labor and equipment to install secondary electrical conductors from the meter to the home distribution panel. Installer shall assume 75’ of secondary installation, as typical for each residence. Conductors shall be installed in electrical conduit and buried a minimum of 30”. Conduit shall be fully bedded in sand or screenings. All ditch work and clean up shall be included in this contract. Utility cost shall be included in total home cost.
- Home installer shall include all materials, labor and equipment to install and hook up water line from the meter to the home. Installer shall assume 75’ of waterline install as typical for each residence. Water line shall be PEX line fully bedded with sand or screenings and shall be a minimum of 30” in depth. All ditch work and clean up shall be included in this contract. Utility cost shall be included in total home cost.
- Home Installer shall connect the main sanitary discharge to the inlet pipe of the septic system or sanitary sewer. All ditch work and clean up shall be included in this contract. Utility cost shall be included in total home cost.
- Home installer shall include all commissioning and start up procedures necessary to turn over a complete and fully functioning home. All MEP systems, appliances and utilities shall be verified as operational upon final walk through.
- Homes shall come with a one (1) year warranty against defects and issues with the MEP systems, roof systems, wall systems, windows, flooring system, finishes and appliances that result from no fault of the owner.

**MANDATORY BID RESPONSE SHEET
MODULAR HOME, DELIVERY & SET-UP**

The General Contractor, as Bidder, agrees to perform all work as shown and called for in the scope of work and specifications for the Cherokee Nation, that is shown to be the Base Bid. The Work will be completed within the specified number of working days of acceptance of this bid, a fully executed contract, and receipt of a Notice to Proceed. The Bidder agrees to furnish all labor and materials for the Base Bid for the sum of:

MODULAR HOME TYPE 1: \$ _____

DELIVERY FEE: \$ _____

SET-UP FEE: \$ _____

GRAND TOTAL: \$ _____

MODULAR HOME TYPE 2: \$ _____

DELIVERY FEE: \$ _____

SET-UP FEE: \$ _____

GRAND TOTAL: \$ _____

NUMBER OF HOMES AVAILABLE FOR IMMEDIATE DELIVERY: _____

NORMAL/STANDARD LEAD TIME: _____

ALL SPECIFICATIONS FULLY MET & INCLUDED: _____ YES _____ NO

NOTE TO BIDDERS REGARDING INDIAN PREFERENCE: (Check One)

TERO Certified Contractor: _____ Yes _____ No
(Proof of certification must accompany all bids)

Major Cherokee Employer: _____ Yes _____ No
(Bidder must contact TERO at 918-453-5000 for this preference)

SUBMITTED:

Company Name

Company Address

Company Address

Authorized Signature

Print Name & Title