

Cherokee Nation

www.cherokee.org

REQUEST FOR BIDS

TRANSPORT MODULAR HOME SECTIONS & SET-
UP/ASSEMBLE HOMES



Bid Due Date: April 20, 2026

CHEROKEE NATION

P.O. Box 948
Tahlequah, OK 74465
(918) 453-5000

**CHEROKEE NATION
BID REQUEST
TRANSPORT MODULAR HOME SECTIONS & SET-
UP/ASSEMBLE HOMES**

The Cherokee Nation is accepting bids from interested parties for the transport and set-up of modular home sections along with set-up and assembly. The sections are located and will be transported/assembled within Tahlequah (Cherokee County), Oklahoma. The scope of work and specifications are included in this bid packet.

Interested parties are to provide a bid to furnish all labor, quality control, materials, supplies and supervision to complete the entire project. 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.

Bids are due April 20, 2026 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 e-mailed to shelly-mcclain@cherokee.org. It is the bidder's responsibility to ensure delivery of bids by April 20, 2026, by 5:00 p.m. CT. Any bids received after the designated date and time will be ineligible for award.

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.

Wage Rate Requirements: All laborers and mechanics employed by contractors and subcontractors shall be paid wages at rates not less than those prevailing on projects of character similar in the locality as determined by the Secretary of Labor in accordance with the Davis-Bacon Act.

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.

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.

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 Purchasing (Attn: Shelly McClain) no later than on or before April 06, 2026 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 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 in sealed bid submittal.

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:

The Contractor shall procure and maintain, at its own expense, the following insurance coverages throughout the duration of the project and any applicable warranty or completed operations period. All insurance shall be issued by insurance companies licensed to do business in the State of Oklahoma and rated A- VII or better by A.M. Best.

The Contractor shall furnish Certificates of Insurance evidencing all required coverages prior to commencement of any work and upon each policy renewal. Failure to maintain required insurance shall be grounds for termination of the contract.

General Insurance Conditions

The Cherokee Nation shall be named as Certificate Holder on all policies. Where required, the Cherokee Nation shall be named as Additional Insured for both ongoing and completed operations. All insurance required of the Contractor shall be primary and non-contributory with respect to any insurance carried by the Cherokee Nation. Policies shall contain a Waiver of Subrogation in favor of the Cherokee Nation when allowed by law. Policies shall provide for thirty (30) days' written notice of cancellation, or ten (10) days for non-payment of premium.

Workers' Compensation and Employers' Liability

- Workers' Compensation: Statutory limits as required by applicable jurisdiction(s)
- Employers' Liability: \$1,000,000 each accident; \$1,000,000 disease policy limit; \$1,000,000 disease each employee.

- A Waiver of Subrogation in favor of the Cherokee Nation shall be included.

Commercial General Liability

- Occurrence form including premises/operations, independent contractors, contractual liability, products and completed operations, XCU, lifting, rigging, and modular assembly operations.
- Minimum Limits: \$1,000,000 per occurrence; \$2,000,000 general aggregate; \$2,000,000 products/completed operations aggregate.
- The Cherokee Nation shall be named as Additional Insured; Waiver of Subrogation applies.

Commercial Automobile Liability

- Coverage for owned, hired, and non-owned vehicles used in performance of the work.
- Minimum Limit: \$1,000,000 combined single limit per accident.
- The Cherokee Nation shall be named as Additional Insured; Waiver of Subrogation applies.

Builders Risk / Installation Floater

- All Risk coverage for 100% replacement value covering transit, staging, assembly, and installation, including off-site storage, loading/unloading, and craning operations where exposure exists.
- Cherokee Nation named as Loss Payee as their interests may appear.

Motor Truck Cargo / Inland Marine

- If transit not covered above, provide coverage equal to full replacement cost value of modular sections.

Excess / Umbrella Liability (Recommended)

- \$2,000,000 per occurrence/aggregate excess of and following form of underlying workers compensation, general liability and auto liability policies required above

Subcontractor Insurance

Contractor shall ensure subcontractors meet these requirements and remains responsible for compliance.

Scope of Work & Specifications

The Cherokee Nation is building a neighborhood located in Tahlequah (Cherokee County), Oklahoma.

The neighborhood will consist of five (5) one-bedroom and two (2) two-bedroom modular homes.

The one-bedroom (Long Island) homes require two (2) modular home sections to be assembled.

The two-bedroom (Ponderosa) homes require four (4) modular home sections to be assembled.

The 18 modular sections are 9' x 21' and weigh less than 10,000 pounds. Each modular section contains support systems in the walls and will have eyelets, allowing for crane connections, rather than exterior strapping.

The modular sections are currently located at: 1605 W Keetoowah Street, Tahlequah, OK 74464 (35.91468 N, 95.00281 W)

The modular sections will need to be moved to: (estimated) 1501 Graham Avenue, Tahlequah, OK 74464 (35.89553 N, 94.99320 W)

Estimated distance of transport is 1.5 miles.

Assembly of the homes will be required.

The following will be considered for add alternate:

- Installation of additional roof system on Pondersa models, including trusses (specifications provided in supplemental documents), 15/32" plywood decking, felt paper, 30-year architectural shingles, drip edge and all fasteners.
- Construction of 5' x 5' pressure treated decks outside of 3' entry door, including stairs with railing around deck and stairs.
- Construction of 5' x 10' pressure treated decks outside of 8' slide door, including stairs with railing around deck and stairs.

**CHEROKEE NATION
 BID REQUEST
 TRANSPORT MODULAR HOME SECTIONS & SET-
 UP/ASSEMBLE HOMES**

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:

Transport Cost per Modular Section: \$ _____
X 18 modules

Transport Cost Total (18 Total Modules): \$ _____

One-Bedroom Home Assembly *(Per unit cost)*: \$ _____
X 5 units

Total Cost One-Bedroom Assembly (5 Total): \$ _____

Two-Bedroom Home Assembly *(Per unit cost)*: \$ _____
X 2 units

Total Cost Two-Bedroom Assembly (2 Total): \$ _____

GRAND TOTAL \$ _____

Add Alternate Items:

Installation of roof system on Ponderosa: \$ _____
(Per unit cost)

Construction of 5' x 5' decks: \$ _____
(Per unit cost)

Construction of 5' x 10' decks: \$ _____
(Per unit cost)

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