

**CHEROKEE NATION  
REQUEST FOR SEALED PROPOSAL  
DESIGN & INSTALL  
FIBER CONNECTIVITY**



**Acquisition Management  
On behalf of Information Technology**

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

# REQUEST FOR SEALED PROPOSAL (RFP) DESIGN & INSTALL FIBER CONNECTIVITY

## Introduction:

The Cherokee Nation is the federally recognized government of the Cherokee people and thereby has sovereign status granted by treaty and law. Tribal sovereignty is the right to self-governance. The seat of tribal government is the W.W. Keeler Complex near Tahlequah, Oklahoma, capital of the Cherokee Nation. The jurisdictional area of the Cherokee Nation (hereinafter "Nation") covers 14 counties.

The Nation is requesting sealed proposals from interested, qualified companies to design and install fiber from the tribal complex campus located in Tahlequah, Oklahoma (Cherokee County) to other sites across SH62. Complete information regarding the locations, scope of work and specifications are provided in this Request for Proposal (RFP) including information for a mandatory pre-proposal meeting to be held on **March 01, 2019 at 10:00 a.m.** with a site visit to immediately follow.

The Nation will be accepting sealed proposals from Indian and Non-Indian parties. Indian preference will be given only to responding parties who provide proof of current certification from the Cherokee Nation Tribal Employments Office (TERO) located in Tahlequah, Oklahoma, telephone number (918) 453-5000. Indian preference will be applied in accordance with current TERO legislation and the Nation's Policy and Procedures. Proof of TERO certification must accompany and be included in proposal submittal.

## General Information:

- 1. Purpose of the Request for Proposal (RFP):** The NATION is soliciting detailed, sealed proposals from contractors interested in providing the outlined services for the NATION. The complete scope of work and specifications are included in this RFP.
- 2. Business License Requirement:** All contractors must have a valid Oklahoma Business License prior to award of contract.
- 3. Other Licenses and Registrations Requirement:** All contractors are required to hold any and all necessary applicable professional licenses and registrations required by law. Proof of professional licenses is required with the proposal. Obtaining and ensuring compliance to all licensing and registering requirements is the complete responsibility of the contractor.
- 4. TERO CERTIFICATION & INFORMATION:** Indian preference will be given only to responding parties 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 sealed proposal submittal.

TERO requirements apply to award of contract. Successful offeror must complete required TERO paperwork and pay all applicable fees in accordance with current Legislative Act for this project.

Please direct any questions for Cherokee Nation Tribal Employment Rights Office (T.E.R.O.) in written format by deadline, **March 08, 2019 by 5:00 p.m** to email [shelly-mcclain@cherokee.org](mailto:shelly-mcclain@cherokee.org) as specified in this RFP. These questions will be addressed by TERO and included in any addendum issued by **March 15, 2019 by 5:00 p.m.** on the website [www.cherokeebids.org](http://www.cherokeebids.org) with RFP announcement (reference section 10 and 11).

5. **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 Acquisition Management (Attn: Shelly McClain) no later than **March 08, 2019 by 5:00 p.m.** The NATION will determine in writing if the conflict is significant and material and if so, may eliminate the contractor from submitting a proposal.
6. **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.
7. **Mandatory Pre-Proposal Meeting & Site Visit:** Interested parties must attend a mandatory pre-proposal meeting and site visit to be eligible for award of project. The mandatory pre-proposal meeting will be held in the Cherokee Nation Financial Resources Building, 17665 S. Muskogee Avenue (building located directly behind the Tribal Complex), Tahlequah, Oklahoma 74464 on **March 01, 2019 at 10:00 a.m.** A site visit will immediately follow at the site locations across SH62 from the Tribal Complex Area, Tahlequah, Oklahoma 74464.
8. **Contact Person:** Any additional information required or questions regarding this RFP should be submitted, by specified deadline, in written format only to:  
Cherokee Nation Acquisition Management  
Attn: Shelly McClain  
P.O. Box 948  
Tahlequah, OK 74464  
E-mail: [shelly-mcclain@cherokee.org](mailto:shelly-mcclain@cherokee.org)



9. **Deadline for Receipt of Proposals:** Sealed Proposals may be mailed or hand delivered, as long as **one (1) clearly marked, single sided original and 6 copies** are physically received by Shelly McClain no later than **March 22, 2019 by 5:00 p.m.** Proposals received after this deadline will not be considered and will be returned unopened. Proposals must be addressed and delivered to the Office of Acquisition Management at the addresses specified in this RFP. No responding party may withdraw their proposal within 90 days after sealed proposal due date.

**PROPOSALS MUST BE RECEIVED ON OR BEFORE March 22, 2019 by 5:00 p.m. TO BE CONSIDERED. PROPOSALS MUST BE SEALED AND CLEARLY MARKED "SEALED PROPOSAL, Do Not Open: FIBER INSTALL PROJECT." Proposals submitted by e-mail or fax will not be considered.** The envelopes containing the proposals must be **sealed**, addressed to Cherokee Nation, Attn: Shelly McClain, Acquisition Management Department, P.O. Box 948, Tahlequah, Oklahoma, 74465. Proposals may also be hand delivered (sent by carrier service) to Cherokee Nation Acquisition Management, Attn: Shelly McClain, 17665 S. Muskogee Avenue, Tahlequah, Oklahoma 74464. Proposals will be accepted from Indian and Non-Indian responding parties. Any proposal not received by the stipulated deadline will not be accepted and will be returned, unopened.

10. **Contractor's Review and Questions:** Contractor's should carefully review this RFP for errors, questionable, or objectionable materials, and items requiring clarification. Contractor's shall put these comments and/or questions in writing and submit them to the Cherokee Acquisition Management (Attn: Shelly McClain) no later than **March 08, 2019 by 5:00 p.m.** at email [shelly-mcclain@cherokee.org](mailto:shelly-mcclain@cherokee.org).
11. **Addendum to the RFP:** The NATION reserves the right to issue written addendums to revise or clarify the RFP, respond to questions, and/or extend the due date of proposals. Any and all such interpretations and any supplemental instructions will be in the form of written addenda, and will be posted on the Nation's bid website [www.cherokeebids.org](http://www.cherokeebids.org) with the RFP announcement no later than **March 15, 2019 by 5:00 p.m.** No interpretation of the proposal specifications will be made to any interest party orally. Failure to receive any issued addendum or interpretation shall not relieve responding party from any obligation contained in submitted proposal. All addenda so issued shall become part of the contract documents.
12. **Cancellation of the RFP:** The NATION retains the right to cancel, modify or amend the RFP process at any time, at the NATION's sole discretion. The NATION shall not be responsible for costs incurred by contractors for proposal preparation.
13. **Proposal Withdrawal and Correction:** A proposal may be corrected or withdrawn by a written request received prior to the date of opening proposals.
14. **Multiple Proposals:** The NATION shall not accept multiple proposals from the same contractor for the same fiber connectivity option.



- 15. Disclosure of Proposal Contents:** A proposal's content shall not be disclosed to other contractors.
- 16. Retention of Proposals:** All proposals and other material submitted become the NATION's property and may be returned only at NATION's option.
- 17. Cost of Proposal Preparation:** Any and all costs incurred by contractor's in preparing and submitting a proposal are the contractor's responsibility and shall not be charged to the NATION or reflected as an expense of the resulting contract.
- 18. Delivery of Proposals:** NATION assumes no responsibility or liability for the transmission, delay, or delivery of proposals by either public or private carriers.
- 19. Media Announcements:** Any and all media announcements pertaining to this RFP require the NATION's prior written approval.
- 20. Other Governmental Requirements:** It is the responsibility of the contractor to indicate within their proposal the applicability of any other federal, state, municipal, or other governmental statutes, regulations, ordinances, acts, and/or requirements.
- 21. Qualification of Responding Party:** The Nation may make such investigations as deemed necessary to determine the ability of the responding party to perform the work. The responding party shall furnish to the Nation all such information and data for this purpose upon request. The Nation reserves the right to reject any proposal if the evidence submitted by, or investigation of, such responding party fails to satisfy the Nation such responding party is properly qualified to carry out the obligations of the contract and to complete the work contemplated therein. Conditional proposals will not be accepted.
- 22. Binding Contract:** This RFP does not obligate the NATION or the selected contractor until a contract is signed and approved by both parties. If approved, it is effective from the date of final approval by the Contracting Officers. The NATION shall not be responsible for work done, even in good faith, prior to final approval of the proposed contract.
- 23. Concerns with the Special or General Provisions:** If a contractor has concerns with either the Special or General Provisions, they should put their comments and/or questions in writing and submit them to Cherokee Acquisition Management (Attn: Shelly McClain) no later than **March 08, 2019 by 5:00 p.m.** This will allow time for an addendum to the RFP to be issued, if required, to all recipients of the initial RFP.

The NATION reserves the right to not award or to cancel the award of a contract to a contractor who will not agree to all of the Special or General Provisions of said contract. It is the intent of the NATION to utilize only the NATION'S terms and conditions for any subsequent agreement based on award from this RFP.



An award for this project will be made subject to available funding. Firms are cautioned that proposals should be submitted initially on the most favorable terms, from both a technical and cost standpoint.

**24. Governing Laws and Contract:** The Cherokee Nation will make this RFP and the successful Contractor's proposal a part of the contract. This RFP and any subsequent contract and related documents shall be construed under the laws of the United States and where applicable, the Cherokee Nation. Nothing in this RFP, any subsequent documents or contract or related documents shall be construed as a waiver of limitation upon the Nation's sovereign immunity. To the extent this statement is found to be inconsistent with any other language in this RFP or any subsequent document or contract or related document, this statement shall control. This statement shall survive the completion or termination of any subsequent contract. In the event of any dispute which may affect this Agreement, the Contractor agrees the Agreement shall be governed by the laws of the United States, and where applicable, the laws of the Cherokee Nation. The Cherokee Nation will make the final decision on the contract format to be utilized for any award(s) under this procurement. There will be no Arbitration, Mediations or Indemnification clauses, and the Nation will not waive sovereign immunity. By submitting a proposal in response to this RFP, the Contractor agrees to these terms and conditions.

**25. Laws and Regulations:** 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 the contract the same as though written out in full.

**Wage Rates** OK190012; OK190013; OK190019; OK190033 are applicable for this project and included as ATTACHMENT A in this RFP.

**26. Environmental Protection**

- If extraordinary or exceptional circumstances involving the National Environmental Policy Act (NEPA) and related environmental considerations are encountered in the project, or if there is any change in the project, which could change the project environmental determination, the Contractor agrees to stop construction in affected areas and to notify the NATION'S Project Inspector.
- The work covered by this section consists of furnishing all labor, materials, and equipment, and performing all work required for the prevention of environmental pollution during, and as a result of, construction operations under this contract except for those measures set forth in other technical provisions of these specifications. For the purpose of these specifications, environmental pollution is defined as the presence of chemical, physical, or biological elements or agents which adversely affect human health or welfare; unfavorably alter ecological balances of importance of human life; affect other species of importance to man; or degrade the utility of the environmental pollution requiring consideration of air, water, and land, and involves noise and solid waste-management, as well as other pollutants.



- In order to prevent, and to provide for abatement and control of, any environmental pollution arising from construction activities of the Contractor and subcontractors in the performance of this contract, they shall comply with all applicable Federal, State, Local, Tribal laws, and regulations concerning environmental pollution control and abatement.
- The NATION will notify the Contractor of any observed non-compliance with the foregoing provisions. The Contractor shall, after receipt of such notice, immediately take corrective action. Such notice when delivered to the Contractor or his authorized representative at the site of the work shall be deemed sufficient for the purpose.
- If the Contractor fails or refuses to promptly take corrective action, the NATION may issue an order stopping all or part of the work until satisfactory corrective action has been taken. No part of the time lost due to any such stop orders shall be made the subject of a claim for extension of time, for excess costs or damages by the Contractor unless it was later determined the Contractor was in compliance.
- Compliance with the provisions of this section by subcontractors will be the responsibility of the Contractor.
- Prior to commencement of the work, the Contractor will discuss environmental protection with the NATION's Project Inspector to develop a mutual understanding relative to compliance with these provisions and administration of the environmental pollution control program.
- Protection of Land Resources:
  - The resources within the scope of work under this contract shall be preserved in their present condition or be restored to a condition after completion of construction that will appear to be natural and not detract from the appearance of the project. Insofar as possible, the Contractor shall confine his construction activities to areas defined by the plans or specifications. At the onset of ditch grading, topsoil shall be saved for use in restoring the ditch areas. Waste and borrow areas shall be leveled or trimmed to regular lines and shaped to provide a neat appearance. In all instances the restored area shall be well drained, so as to prevent the accumulation of stagnant water.
  - Except in areas shown on the plans or specified to be cleared, the Contractor shall not deface, injure, or destroy trees or shrubs, nor remove or cut them without special authority from the NATION.
  - Any trees or other landscape features scarred or damaged by the Contractor's equipment or operations shall be restored as nearly as possible to original condition at the Contractor's expense.
  - The Contractor shall obliterate all signs of temporary construction facilities such as haul roads, work areas, structures, foundations of temporary structures, stockpiles of excess or waste materials, or any other vestiges of construction, as directed by the Project Engineer or his representative. The disturbed areas shall be graded and filled as required sufficient topsoil shall be spread to provide minimum depth of four (4) inches of suitable soil for the growth of grass, and the entire area seeded.



- Protection of Water Resources:
  - The Contractor shall not pollute streams, lakes or reservoirs with fuel, oils, bitumens, calcium chloride, acids, construction wastes or other environmentally harmful materials. It is the responsibility of the Contractor to investigate and comply with all applicable Federal, State, County, Local and Tribe water laws concerning pollution of rivers and streams.
  - Special measures shall be taken to prevent chemicals, fuels, oils, bituminous materials, waste washings, and cement from entering drainage ditches.
  - The Contractor shall at all times perform all work and take such steps required to prevent any interference or disturbance to fish and wildlife. Fouling or polluting of water will not be permitted. Wash waters and wastes shall be processed, filtered, ponded, or otherwise treated pursuant to all applicable rules prior to their release into a river or other body of water.
  - No material shall be burned at the project site unless otherwise specified in the contract or authorized by the NATION and any other appropriate regulatory body.
  - The Contractor will be required to maintain all work areas within the project boundaries free from dust or debris that would cause a hazard or nuisance to others. Dust control shall be performed as the work proceeds and whenever a dust nuisance or hazard occurs.

**27. Safety Standards and Accident Prevention:** With respect to all work performed under the contract, the Contractor shall:

- Comply with the safety standards provision of applicable laws, building and construction codes and the "Manual of Accident Prevention in Construction" published by the Associated General Contractors of America, the requirements of the Occupational Safety and Health Act of 1970 (Public Law 91-596) and the requirements of Title 29 of the Code of Federal Regulations, Section 1518 as published in the "Federal Register", Volume 36, No. 75, Saturday, April 17, 1971.
- Exercise every precaution at all times for the prevention of accidents and the protection of persons (including employees) and property.
- Maintain at his office or other well known place at the job site, all articles necessary for giving first aid to the injured, and shall make standing arrangements for the immediate removal to a hospital or a doctor's care for persons (including employees) who may be injured on the job site. Employees shall not be permitted to work at a job site before the employer has made a standing arrangement for removal of injured persons to a hospital or doctor.

**28. Site Inspections:** At the time of proposal submission, each offeror will be presumed to have inspected the site and to have read and to be thoroughly familiar with the specifications and RFP document (including all addenda). The failure of omission of any bidder to examine any form, instrument, or document shall in no way relieve any bidder from any obligation in respects of the submitted proposal. **Additional Site**



Visits can be scheduled by contacting: CN-IT Department, Jeff Carroll, at email [jeff-carroll@cherokee.org](mailto:jeff-carroll@cherokee.org), cell number (918) 822-2466.

NOTE: THE MANDATORY PRE-PROPOSAL MEETING & SITE VISIT MUST BE ATTENDED. THIS IS FOR ANY ADDITIONAL SITE VISIT.

**29. Construction Inspections:** The Contractor shall maintain an adequate inspection system and perform such inspections to ensure that the work performed under the contract conforms to contract requirements.

The Contractor shall maintain complete inspection records and make them available to the Nation.

All work is subject to the Nation's inspection and testing at all places and at all reasonable times before acceptance to ensure strict compliance with the terms of the contract.

The Nation's inspections are for the sole benefit of the Nation and do not:

- Relieve the Contractor of responsibility for providing adequate quality control measures;
- Relieve the Contractor of responsibility for damages to or loss of the material before acceptance;
- Constitute or imply acceptance; or
- Affect the continuing rights of the Nation after acceptance after the completed work.

The presence or absence of the Nation's Inspector does not relieve the Contractor from any contract requirement, nor is the inspector authorized to change any term or condition of the specification with the Nation's written authorization.

**30. Additional Terms and Conditions:** The NATION reserves the right to include additional terms and conditions during contract negotiations. However, these terms and conditions must be within the scope of the original RFP and will be limited to price, clarification, definition, and administrative and legal requirements.

**31. Contract Negotiations:** Upon completion of the evaluation process, contract negotiations may commence. If the selected contractor fails to provide the necessary information for negotiations in a timely manner, negotiate in good faith, or cannot perform the contract for any reason, including completion of the project within the amount of funds available for the project and/or as proposed, the NATION may terminate negotiations and negotiate with the next highest ranked contractor, or terminate award of the contract. The NATION shall not be responsible for costs incurred by the contractor resulting from contract negotiations.

**32. Expansion of Services:** The NATION reserves the right to expand services and add similar projects to services to be performed by successful party. Any expansion of service would be in the form of a contract addendum with specific site information provided.

## Terms and Conditions

**Acceptance of Conditions Governing the Procurement:** Vendors must indicate their acceptance of conditions governing this procurement in their cover letter.

**Acceptance of Business Associate Agreement:** Vendors must indicate willingness to establish agreement should it be necessary to access protected health information.

**Incurring Cost:** Any costs incurred by the vendor in preparation, transmittal, or presentation of any proposal, or material submitted in response to this RFP shall be borne solely by the vendor. The vendor is responsible for all costs associated with travel for on-site demonstrations

**Amended Proposals:** Any vendor may submit an amended proposal before the deadline for receipt of proposals. Such amended proposals must be complete replacements for a previously submitted proposal and must be clearly identified as such in the transmittal letter.

**Vendor's Right to Withdraw Proposal:** Vendors will be allowed to withdraw their proposals at any time prior to the deadline for receipt of proposals. The vendor must submit a written withdrawal request addressed to Shelly McClain, at [shelly-mcclain@cherokee.org](mailto:shelly-mcclain@cherokee.org).

**Proposal Offer Firm:** Responses to this RFP, including proposal prices, will be considered firm for 90 days after the date of receipt of the proposal.

**Proprietary Information:** Any restriction on any data included in any proposals must be clearly stated in the proposal itself. Each and every page of the proprietary material must be labeled or identified with the word "PROPRIETARY".

**Vendor's Right to Withdraw Proposal:** Vendors will be allowed to withdraw their proposals at any time prior to the deadline for receipt of proposals. The vendor must submit a written withdrawal request addressed to Shelly McClain, at [shelly-mcclain@cherokee.org](mailto:shelly-mcclain@cherokee.org).

**Location of Services:** Tahlequah, Oklahoma 74464, located in Cherokee County.

**Term of Proposed Contract:** The NATION anticipates establishing a contract with the successful offeror with a performance period based on successful offer. Offerors are asked to include best completion timeline in business days within their proposal. Upon complete execution of agreement, a Notice to Proceed Letter will be provided specifying exact starting and ending dates for the project.

**General Responsibility:** The successful contractor will provide all necessary tools, equipment, parts, supplies, labor and supervision to provide services in RFP scope of work and specifications.



**Contractor's Compensation:** Compensation to the contractor shall be based on specific price and/or rates identified in the Contractor's proposal, as negotiated. This shall include any proposed subcontractor pricing.

**Subcontracts:** Contractor is solely responsible for fulfillment of the contract terms. NATION will make payments only to the Contractor. Contractor must identify in response to this RFP any subcontractors that may perform services on the project. Except for those subcontractors identified by the Contractor in response to the RFP, Contractor shall not subcontract any portion of the services to be performed under this contract without prior written approval of NATION. The NATION reserves the right to approve or disapprove any subcontractors.

Contractor shall notify NATION no less than ten (10) days in advance of its desire to subcontract and include a copy of the proposed subcontract with the proposed subcontractor. Any subcontract must be in writing and contain provisions consistent with the Contractor's obligations pursuant to this contract.

Approval of any subcontract shall not obligate NATION the subcontractor against NATION or its agents, employees, representatives, directors, officers, successors or assigns.

The Cherokee Nation, in giving such acceptance, assumes no responsibility in connection with the terms of the subcontract and their performance will be the responsibility of the Contractor. All sums due to any suppliers 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.

**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 offeror 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.

**DRUG 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 responding party's Drug Free Workplace statement shall be included with the proposal or else the successful responding party 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.

**Indemnity and Insurance:** The Cherokee Nation assumes no responsibility for acts of either the offeror or their employees; therefore, the offeror is responsible for obtaining the insurance coverage the NATION considers appropriate. The offeror will keep harmless and indemnify the Cherokee Nation against any or all loss, cost, damage, claims, expense or liability for all acts related to services provided including but not limited to quality care management and enforcement of this contract.

**Before performing contractual services on the behalf of or for the Cherokee Nation, compliance with the following insurance requirements must be verified:**

\*\* Provide a 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:

Worker's Compensation and Employer's Liability:

Limits of Liability:

Bodily Injury by Accident: \$500,000 each accident

Bodily Injury by Disease: \$500,000 policy limit

Bodily Injury by Disease: \$500,000 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.

#### General Liability

##### Coverages:

Commercial (including products/completed operations). The policy shall not have an Exclusion – Explosion, Collapse, and Underground Property Damage.

##### Limits of Liability:

Bodily Injury and Property Damage Combined: \$1,000,000 (each occurrence)

#### Automobile Coverage

##### Vehicles Covered:

All Autos

Hired Autos

Non-owned Autos

##### Limits of Liability:

Bodily Injury and Property Damage Combined: \$1,000,000

#### Excess Liability Insurance with the following limits

Each Occurrence: \$1,000,000

General Aggregate: \$2,000,000

Products and Completed Operations Aggregate: \$2,000,000

Commercial liability, excess, and auto liability policies shall provide coverage to the Cherokee Nation as an additional insured. In addition to the additional insured endorsement, the policies shall also include a waiver of subrogation in favor of Cherokee Nation of Oklahoma.

#### Installation Floater

- a) Contractor shall provide coverage for damage to property in the course of installation or transit to the installation site.
- b) Coverage shall be equal to the full replacement cost of the equipment or materials being installed.
- c) Contractor must determine if the Installation Floater, if in place for this project, is adequate to protect the interest of Cherokee Nation.

Professional Design and IT Liability, including Cyber Risk Insurance, with limits of not less than \$1,000,000 for each claim and an annual aggregate of not less than \$2,000,000. Cyber liability shall include release of confidential information, network security liability and liability for introduction of computer virus.

**Availability of Funds:** Any contract awarded as a result of this RFP is contingent on the appropriation of funds. A contract award may be terminated or reduced in scope if sufficient appropriations or authorizations do not exist. This vendor will be notified in writing of such terminations. The vendor will accept, as final, the Nation's decision as to whether sufficient appropriations and authorizations are available.

**Legal Review:** The Nation requires that all vendors agree to be bound by the general requirements contained in this RFP. Any vendor concerns must be properly brought to the attention of Shelly McClain, Cherokee Nation Purchasing Manager.

**Governing Law:** This RFP and subsequent agreements shall be governed by, construed, and enforced in accordance with the laws of the United States, and where applicable, the laws of the Cherokee Nation.

**Contract Terms and Conditions:** The contract between the Cherokee Nation and the vendor will follow the standard format of the Cherokee Nation.

**Vendor's Terms and Conditions:** Vendors must submit with the proposal a complete set of any additional terms and conditions that they expect to have included in a contract negotiated with the Cherokee Nation.

**Right to Waive Minor Irregularities:** The proposal evaluation committee reserves the right to waive minor irregularities. This right is at the sole discretion of the proposal evaluation committee.

The Nation reserves the right to determine a proposal acceptable in terms of meeting RFP requirements. The Nation reserves the right to accept or reject any and all proposals received and to negotiate with offerors regarding the terms of their proposals or parts thereof. The Cherokee Nation reserves the right to award a contract in the best interests of the Cherokee Nation.

**Warranty Period:** The Contractor warrants that work performed under awarded contract conforms to all requirements and is free of any defect in equipment, material, design, or workmanship performed by the Contractor or any Subcontractor. This warranty shall continue for a period of one year from the date of final acceptance of the work. The Contractor shall remedy at the Contractor's expense any failure or defect within the one year warranty period.

**Security for Faithful Performance:** Simultaneously with his delivery of the signed contract, the Contractor shall furnish a surety bond or bonds as specified. 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." Before any work is commenced, the Contractor shall obtain a performance bond and payment bond to guarantee the faithful performance of this contract and payment for all labor and materials used in the work each in the full



amount of the Contract price in a form and with sureties satisfactory to the NATION. The NATION will accept an irrevocable letter of credit from an established institution in lieu of the above bonds. This shall remain in effect until final acceptance by the NATION.

**Bonding Requirements:**

Minimum requirement for bonding and insurance shall be as follows:

- a) A bid bond equal to five percent (5%) of grand total bid amount. A “bid bond” is one executed in connection with a bid offer to guarantee the contractor will enter into a contract if given the award. Only acceptable alternate in lieu of bid bond is a Cashier’s Check.
- b) 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.
- c) 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.

**NOTE:** The payment and performance bonds will only be required of the successful Contractor, but must be in full effect before any work is done. The date of the bonds must not be prior to the date of the Contract. If the Contractor is a partnership, all partners must execute the bonds.

**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.”**

**Ownership of Proposals:** All documents submitted in response to this RFP shall become the property of the Cherokee Nation and will not be returned to the vendors. Responses received will be retained by the Acquisition Management Department.

**Prompt Payment:** The successful firm agrees to pay all sums due to subcontractors, laborers and material suppliers within ten (10) days of receipt of payment by the Cherokee Nation.

## Review of Proposals

1. **Proposal Format:** Sealed Proposals may be mailed or hand delivered, as long as one (1) clearly marked, single sided original and 6 copies of the complete proposal are physically received by Shelly McClain no later than **March 22, 2019 by 5:00 p.m.**
2. **Table of Contents:** The proposal will have a table of contents with page numbers and pages numbered throughout the proposal.
3. **Mandatory Information:**
  - 1) Preparation Outline (Attachment B);
  - 2) The contractor's name and address (Attachment C);
  - 3) Statement that indicates the proposal is valid for at least 90 days from the proposal submission deadline (Attachment C);
  - 4) Statement that indicates the contractor's willingness to perform the services described in this RFP (Attachment C);
  - 5) Statement that indicates the number of business days to complete project (Attachment C);
  - 6) Signature of authorized individual that can bind the contractor (Attachment C);
  - 7) Previous Work History/Experience (Attachment D);
  - 8) Photos or drawings of previous projects listed on Attachment D;
  - 9) TERO Certificate (if applicable);
  - 10) Bid Bond or Cashier's check.
4. **TERO CERTIFICATION:** Indian preference will be given only to responding parties who provide proof of current certification from the Cherokee Nation Tribal Employments Office (TERO) located in Tahlequah, Oklahoma, telephone number (918) 453-5000. Indian preference will be applied in accordance with Cherokee Nation Acquisition Management Policy and Procedures. Proof of TERO certification must accompany and be included in proposal submittal.
5. **Responsiveness:** Prior to evaluation, each proposal shall be reviewed to determine whether or not it is responsive. Nonresponsive proposals shall be eliminated and will not be evaluated. Factors that may result in a proposal being declared nonresponsive are:
  - a. Not providing evidence of meeting the Minimum Requirements.
  - b. Not attending mandatory pre-proposal meeting and site visit.
  - c. Substantive and material conflicts of interest which were not declared and/or were declared and determined to be significant enough that the NATION requested the potential contractor not submit a proposal.
  - d. Substantive and material noncompliance to requirements of the RFP proposal submission guideline.
  - e. Not providing a price or timeline, if applicable.



6. **Evaluation Process:** An evaluation committee consisting of NATION employees shall evaluate responsive proposals. Each proposal shall be independently evaluated by each member of the evaluation committee. The evaluation will be based on the evaluation factors and values stated in this RFP. Discussions, presentations, and/or site visits, if held, may result in individual evaluation committee members changing their scores. Evaluation factors not specified in this RFP may not be considered.
7. **Evaluation Factors:** The evaluation factors are listed below and must be clearly stated and addressed in the sealed proposal.

The Evaluation Factors and the value of each are:

EVALUATION FACTORS – MUST BE ADDRESSED IN SEALED PROPOSAL	POINTS
1. Timeline to Complete	30
2. Design	25
3. Cost	15
4. Experience	12
5. Qualifications	12
6. Indian Preference – TERO Certification (certificate must be included with proposal).	6
<b>TOTAL</b>	<b>100</b>

**Notice of Award:** After award of Contract, award information will be posted on the Nation’s website [www.cherokeebids.org](http://www.cherokeebids.org) with RFP announcement.

## **SCOPE OF WORK, SPECIFICATIONS, DRAWINGS PROVIDED BY CHEROKEE NATION IT DEPARTMENT**

Definition of scope of work needed:

This is a scope of work for installation of single mode fiber to be ran and terminated between Cherokee Nation main campus network in Tahlequah Ok at 17675 S Muskogee Ave adjacent to state highway 62. See aerial A-1 and the following sites on the north side of Highway 62.

1. Tax Commission – 17918 S Muskogee Ave, Tahlequah Ok 74464
2. Grant Development – 17846 S Muskogee Ave, Tahlequah Ok 74464
3. Career Literacy Center – 17822 S Muskogee Ave, Tahlequah Ok 74464
4. Career Services (Southgate) – 17138 S Muskogee Ave, Tahlequah Ok 74464

Specifications:

Fiber optics needs to be at least 96 strand indoor/outdoor and armored. The fiber layout will be designed by the bidder and will need to be designed to have a main distribution box located on the north side of highway 62. Each location listed above shall be connected to this main distribution box. Terminations need to be done by fusion splice in the distribution box as well as inside the DMARC locations in each building listed above. Fiber needs to be either bored under highway 62, attached to a underpass drainage bridge (Must obtain Permit for this, from ODOT\* Bridge Div) or you can run fiber over poles (Must obtain applicable permits and permission from Pole Company) and must obey all ODOT\* rules and regulations for crossing US highways.

1. Contractor is responsible for obtaining any permits needed from ODOT\*
2. Above ground Fiber distribution box shall be mounted on Cherokee Nation property.
3. Contractor shall be responsible for calling in all locates to CALL OKIE\*\*
4. Contractor shall be responsible for notifying Any Public Works Authority applicable and ODOT\* when work begins and ends.

If attaching to poles:

1. *Reference: NEC shall represent National Electric Code. NESC Shall represent National Electric Safety Code within this document*
  - a. Fiber shall be attached in compliance to NEC regulatory guidelines and permits
    - i. NEC Code: 830.40-44 Section A through G
    - ii. NESC Code: ANSI C2-2007
  - b. Fiber shall be anchored to every pole.
  - c. Fiber shall be at a height no lower than NEC regulatory guidelines and permits allow.
    - i. NEC Code: 830.40-44 Section C Part 1, 2 and 3



ii. NESC Code: ANSI C2-2007

2. Fiber shall be figure 8 style and be 96 strand minimum fiber Single mode.
3. Pole Attachments need to be attached with approved mounting hardware and lashings.
4. All work needs to be done as to not block traffic or impede the flow of traffic when crossing roads. If a temporary road closure needs to take place while crossing then the Contractor shall be responsible for contacting the proper law enforcement agencies to coordinate road closure and traffic warnings.
5. All work shall include installation (hanging and anchoring fiber to poles) all terminations of the ends into termination boxes, and testing all fiber with OTDR or power meter/light source. All test results shall be sent to the Cherokee Nation IT dept., attention Jeff Carroll and Dathan Alley

Boring and or trenching:

1. All boring and trenching shall be done in accordance to industry standards and ODOT\* rules and regulations.
2. All open trenches will need to have orange protective barrier around them if left open for a duration of time.
3. Trenches shall have sand in the bottom covering the fiber or conduit.
4. Buried fiber shall be no less than 18 inches deep.
5. See diagram on Highway Fiber Trench for details and specifications on the trench.
6. Contractor shall call Okie Digg\*\* before any trenching is to be done.
7. Contractor shall notify home and business owners on the North side of HW62 of any work that may affect their driveway or access to their business or home. All trenching that is done that may cross a home or business owner's drive shall be restored to its previous state.
8. All work needs to be done as to not block traffic or impede the flow of traffic when crossing roads. If a temporary road closure needs to take place while crossing then the Contractor shall be responsible for contacting the proper law enforcement agencies to coordinate road closure and traffic warnings.

All State and Federal rules and regulations for crossing highways and or boring under or attaching to bridges, drains or power poles that cross highways must be followed in accordance to the appropriate organization.

Final design:

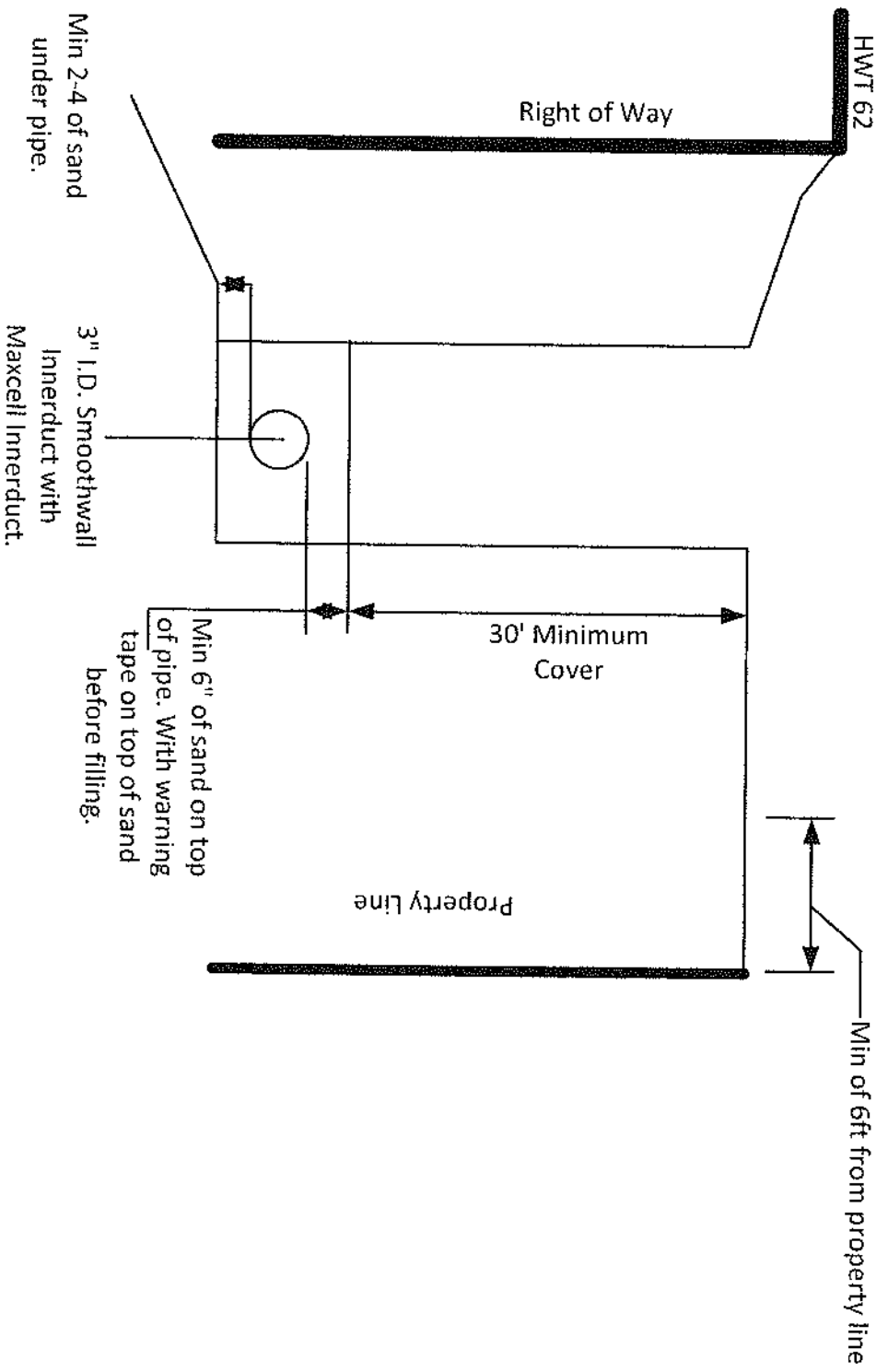
1. Cherokee Nation IT will have the final decision on the design or implementation of the installation.
2. The contractor shall look at our specifications and come up with a design plan for us to look over and approve.

3. Cherokee Nation IT shall have the right to add or change any design or specification.

**All Contractors are required to attend the mandatory pre-proposal meeting and site visit to be eligible for award. CN-IT is available for other site visits as noted in RFP content.**



Cherokee Nation  
End View  
Fiber Trench on North side of US 62



NOT TO SCALE

Rev. 2 2-20-2012

Offices that need  
connected to CN Keeler  
Complex Network

CN Keeler  
Complex

62

S Mustang Ave

W. Murrel Rd





Coffee Hollow Rd

**Southgate Office  
that needs to be  
connected to CN  
Network**



**Sequoyah  
Hignschool  
Campus which  
is connected to  
the CN Network**



Post Oak St

# **ATTACHMENT A**

## **WAGE RATES**

**OK190012**

**OK190013**

**OK190019**

**OK190033**



General Decision Number: OK190012 01/04/2019 OK12

Superseded General Decision Number: OK20180012

State: Oklahoma

Construction Type: Heavy Dredging

Counties: Oklahoma Statewide.

DREDGING

Note: Under Executive Order (EO) 13658, an hourly minimum wage of \$10.60 for calendar year 2019 applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2015. If this contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination at least \$10.60 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in calendar year 2019. If this contract is covered by the EO and a classification considered necessary for performance of work on the contract does not appear on this wage determination, the contractor must pay workers in that classification at least the wage rate determined through the conformance process set forth in 29 CFR 5.5(a)(1)(ii) (or the EO minimum wage rate, if it is higher than the conformed wage rate). The EO minimum wage rate will be adjusted annually. Please note that this EO applies to the above-mentioned types of contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but it does not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(2)-(60). Additional information on contractor requirements and worker protections under the EO is available at [www.dol.gov/whd/govcontracts](http://www.dol.gov/whd/govcontracts).

Modification Number	Publication Date
0	01/04/2019

\* SUOK1997-012 09/01/1997

	Rates	Fringes
Derrick Operator.....	\$ 7.25	
Dozer Operator.....	\$ 7.25	
Dredge 16" and Over		
Deckhand.....	\$ 7.25	
Dredge Tender Operator.....	\$ 7.25	
Fireman.....	\$ 7.25	
First Assistant Engineer....	\$ 7.25	
Leverman.....	\$ 7.25	
Oiler.....	\$ 7.25	
Second Assistant Engineer...	\$ 7.25	
Shoreman.....	\$ 7.25	
Third Assistant Engineer....	\$ 7.25	
Truck Driver.....	\$ 7.25	

Welder.....	\$	7.25	
Dredge Under 16"			
Deckhand.....	\$	7.25	
Dredge Tender Operator.....	\$	7.25	
Leverman.....	\$	7.25	
Oiler.....	\$	7.25	
Welder.....	\$	7.25	
Hydraulic Dredging			
Cook.....	\$	7.25	
Handyman.....	\$	7.25	
Janitor - Cabin Person.....	\$	7.25	
Marsh Buggy Dragline			
Oiler.....	\$	7.25	
Operator.....	\$	7.25	
Self-Propelled Hopper Dredge			
DRAG TENDERS.....	\$	9.70	3.45 + a

FOOTNOTE: a. Fourteen Paid Vacation Days and Eight Paid Holidays (New Years' Day, Good Friday, Memorial Day, Independence Day, Labor Day, Veterans' Day, Thanksgiving Day, and Christmas Day) Provided employee has one year of service.

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WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

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Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at [www.dol.gov/whd/govcontracts](http://www.dol.gov/whd/govcontracts).

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (ii)).

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The body of each wage determination lists the classification and wage rates that have been found to be prevailing for the cited type(s) of construction in the area covered by the wage determination. The classifications are listed in alphabetical order of "identifiers" that indicate whether the particular rate is a union rate (current union negotiated rate for local), a survey rate (weighted average rate) or a union average rate (weighted union average rate).

#### Union Rate Identifiers

A four letter classification abbreviation identifier enclosed in dotted lines beginning with characters other than "SU" or "UAVG" denotes that the union classification and rate were prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2014. PLUM is an abbreviation identifier of the union which prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. 07/01/2014 is the effective date of the most current negotiated rate, which in this example is July 1, 2014.

Union prevailing wage rates are updated to reflect all rate changes in the collective bargaining agreement (CBA) governing this classification and rate.

#### Survey Rate Identifiers

Classifications listed under the "SU" identifier indicate that no one rate prevailed for this classification in the survey and the published rate is derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As this weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SULA2012-007 5/13/2014. SU indicates the rates are survey rates based on a weighted average calculation of rates and are not majority rates. LA indicates the State of Louisiana. 2012 is the year of survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. 5/13/2014 indicates the survey completion date for the classifications and rates under that identifier.

Survey wage rates are not updated and remain in effect until a new survey is conducted.

#### Union Average Rate Identifiers

Classification(s) listed under the UAVG identifier indicate that no single majority rate prevailed for those classifications; however, 100% of the data reported for the classifications was union data. EXAMPLE: UAVG-OH-0010 08/29/2014. UAVG indicates that the rate is a weighted union

average rate. OH indicates the state. The next number, 0010 in the example, is an internal number used in producing the wage determination. 08/29/2014 indicates the survey completion date for the classifications and rates under that identifier.

A UAVG rate will be updated once a year, usually in January of each year, to reflect a weighted average of the current negotiated/CBA rate of the union locals from which the rate is based.

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WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

- \* an existing published wage determination
- \* a survey underlying a wage determination
- \* a Wage and Hour Division letter setting forth a position on a wage determination matter
- \* a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour Regional Office for the area in which the survey was conducted because those Regional Offices have responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations  
Wage and Hour Division  
U.S. Department of Labor  
200 Constitution Avenue, N.W.  
Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator  
U.S. Department of Labor  
200 Constitution Avenue, N.W.  
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative



Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board  
U.S. Department of Labor  
200 Constitution Avenue, N.W.  
Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

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END OF GENERAL DECISION

General Decision Number: OK190013 01/04/2019 OK13

Superseded General Decision Number: OK20180013

State: Oklahoma

Construction Types: Heavy Water Well Drilling

Counties: Oklahoma Statewide.

Note: Under Executive Order (EO) 13658, an hourly minimum wage of \$10.60 for calendar year 2019 applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2015. If this contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination at least \$10.60 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in calendar year 2019. If this contract is covered by the EO and a classification considered necessary for performance of work on the contract does not appear on this wage determination, the contractor must pay workers in that classification at least the wage rate determined through the conformance process set forth in 29 CFR 5.5(a)(1)(ii) (or the EO minimum wage rate, if it is higher than the conformed wage rate). The EO minimum wage rate will be adjusted annually. Please note that this EO applies to the above-mentioned types of contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but it does not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(2)-(60). Additional information on contractor requirements and worker protections under the EO is available at [www.dol.gov/whd/govcontracts](http://www.dol.gov/whd/govcontracts).

Modification Number      Publication Date  
                                 0                              01/04/2019

SUOK1992-006 05/12/1992

   Rates                              Fringes  
Water Well Driller.....\$ 8.00

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WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

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Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their



own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at [www.dol.gov/whd/govcontracts](http://www.dol.gov/whd/govcontracts).

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (ii)).

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The body of each wage determination lists the classification and wage rates that have been found to be prevailing for the cited type(s) of construction in the area covered by the wage determination. The classifications are listed in alphabetical order of "identifiers" that indicate whether the particular rate is a union rate (current union negotiated rate for local), a survey rate (weighted average rate) or a union average rate (weighted union average rate).

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#### WAGE DETERMINATION APPEALS PROCESS

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- \* a survey underlying a wage determination
- \* a Wage and Hour Division letter setting forth a position on a wage determination matter
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Wage and Hour Division  
U.S. Department of Labor  
200 Constitution Avenue, N.W.  
Washington, DC 20210



2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator  
U.S. Department of Labor  
200 Constitution Avenue, N.W.  
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board  
U.S. Department of Labor  
200 Constitution Avenue, N.W.  
Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

=====  
END OF GENERAL DECISION





CEMENT MASON/CONCRETE FINISHER  
 Delaware County.....\$ 13.27  
 Muskogee County.....\$ 14.24  
 Ottawa County.....\$ 14.72  
 Remaining Counties.....\$ 13.70

1.35

FORM WORKER/FORM SETTER  
 (Including Curb Line Setting)....\$ 12.30

GUARDRAIL INSTALLER (Includes  
 Guardrail/Post Driver Work).....\$ 9.70

IRONWORKER, REINFORCING.....\$ 13.63

LABORER

Air/Power Tool Operator  
 (Includes Handheld  
 Concrete Saws and Chipping  
 Guns).....\$ 12.79  
 Asphalt Raker and Shoveler..\$ 12.41  
 Common or General  
 Adair County.....\$ 11.96  
 Cherokee County.....\$ 11.12  
 Delaware County.....\$ 11.16  
 Mayes County.....\$ 10.07  
 Muskogee County.....\$ 10.68  
 Okfuskee County.....\$ 10.55  
 Remaining Counties.....\$ 10.64  
 Pipelayer.....\$ 11.13  
 Traffic Control (Includes  
 Flagger, Setting Up and  
 Moving Cones/Barrels).....\$ 10.28  
 Vibrating Plate.....\$ 12.70

POWER EQUIPMENT OPERATOR:

Asphalt Paver Screed.....\$ 14.77  
 Asphalt Paving Machine.....\$ 14.84  
 Asphalt Plant.....\$ 14.70  
 Backhoe/Trackhoe  
 Muskogee County.....\$ 14.99  
 Remaining Counties.....\$ 16.13  
 Bobcat/Skid Loader.....\$ 12.56  
 Broom.....\$ 11.02  
 Bulldozer  
 Muskogee County.....\$ 14.33  
 Remaining Counties.....\$ 14.61  
 Concrete Paving Machine.....\$ 14.42  
 Concrete Saw.....\$ 14.65  
 Crane.....\$ 18.63  
 Distributor Truck.....\$ 13.34  
 Excavator.....\$ 14.75  
 Grader/Blade.....\$ 16.47  
 Loader (Front End)  
 Muskogee County.....\$ 13.83  
 Remaining Counties.....\$ 13.66  
 Mechanic

Muskogee County.....	\$ 18.96	
Remaining Counties.....	\$ 18.77	
Milling Machine.....	\$ 14.87	
Mixer.....	\$ 14.56	
Oiler		
Muskogee County.....	\$ 13.38	
Remaining Counties.....	\$ 14.59	
Roller (Asphalt)		
Adair County.....	\$ 13.12	
Muskogee County.....	\$ 12.58	
Remaining Counties.....	\$ 13.48	
Roller (Dirt Compaction)....	\$ 12.44	
Rotomill.....	\$ 17.33	
Scraper.....	\$ 14.13	
Striping Machine.....	\$ 11.54	
Tractor/Box Blade.....	\$ 12.83	
Transfer Material Machine...\$	12.38	0.75
Trencher.....	\$ 14.66	

TRUCK DRIVER

Concrete Truck.....	\$ 14.22	
Dump Truck		
Muskogee County.....	\$ 13.93	
Remaining Counties.....	\$ 13.91	
Flatbed Truck.....	\$ 16.18	
Lowboy/Float.....	\$ 15.20	0.69
Off the Road Truck.....	\$ 13.64	
Single Axle Truck		
(Includes Pilot Car).....	\$ 13.15	
Straight Truck.....	\$ 15.92	
Tandem Axle/Semi Trailer		
Delaware County.....	\$ 15.15	
Mayes County.....	\$ 16.93	
Muskogee County.....	\$ 16.14	
Remaining Counties.....	\$ 15.75	
Water Truck.....	\$ 13.44	

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WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

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like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at [www.dol.gov/whd/govcontracts](http://www.dol.gov/whd/govcontracts).

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (ii)).

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The body of each wage determination lists the classification and wage rates that have been found to be prevailing for the cited type(s) of construction in the area covered by the wage determination. The classifications are listed in alphabetical order of "identifiers" that indicate whether the particular rate is a union rate (current union negotiated rate for local), a survey rate (weighted average rate) or a union average rate (weighted union average rate).

#### Union Rate Identifiers

A four letter classification abbreviation identifier enclosed in dotted lines beginning with characters other than "SU" or "UAVG" denotes that the union classification and rate were prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2014. PLUM is an abbreviation identifier of the union which prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. 07/01/2014 is the effective date of the most current negotiated rate, which in this example is July 1, 2014.

Union prevailing wage rates are updated to reflect all rate changes in the collective bargaining agreement (CBA) governing this classification and rate.

#### Survey Rate Identifiers

Classifications listed under the "SU" identifier indicate that no one rate prevailed for this classification in the survey and the published rate is derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As this weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SULA2012-007 5/13/2014. SU indicates the rates are survey rates based on a weighted average calculation of rates and are not majority rates. LA indicates the State of Louisiana. 2012 is the year of survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. 5/13/2014 indicates the survey completion date for the classifications and rates under that identifier.

Survey wage rates are not updated and remain in effect until a new survey is conducted.

#### Union Average Rate Identifiers

Classification(s) listed under the UAVG identifier indicate that no single majority rate prevailed for those classifications; however, 100% of the data reported for the classifications was union data. EXAMPLE: UAVG-OH-0010 08/29/2014. UAVG indicates that the rate is a weighted union average rate. OH indicates the state. The next number, 0010 in the example, is an internal number used in producing the wage determination. 08/29/2014 indicates the survey completion date for the classifications and rates under that identifier.

A UAVG rate will be updated once a year, usually in January of each year, to reflect a weighted average of the current negotiated/CBA rate of the union locals from which the rate is based.

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#### WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

- \* an existing published wage determination
- \* a survey underlying a wage determination
- \* a Wage and Hour Division letter setting forth a position on a wage determination matter
- \* a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour Regional Office for the area in which the survey was conducted because those Regional Offices have responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations  
Wage and Hour Division  
U.S. Department of Labor  
200 Constitution Avenue, N.W.  
Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:



Wage and Hour Administrator  
U.S. Department of Labor  
200 Constitution Avenue, N.W.  
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The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board  
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200 Constitution Avenue, N.W.  
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4.) All decisions by the Administrative Review Board are final.

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END OF GENERAL DECISION

General Decision Number: OK190033 01/04/2019 OK33

Superseded General Decision Number: OK20180033

State: Oklahoma

Construction Type: Heavy

Counties: Adair, Cherokee, Craig, Delaware, Mayes, McIntosh, Muskogee, Nowata, Okfuskee, Ottawa and Washington Counties in Oklahoma.

HEAVY CONSTRUCTION PROJECTS (including sewer/water line construction; heavy construction projects on treatment plants) (excludes heavy dredging and water well drilling)

Note: Under Executive Order (EO) 13658, an hourly minimum wage of \$10.60 for calendar year 2019 applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2015. If this contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination at least \$10.60 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in calendar year 2019. If this contract is covered by the EO and a classification considered necessary for performance of work on the contract does not appear on this wage determination, the contractor must pay workers in that classification at least the wage rate determined through the conformance process set forth in 29 CFR 5.5(a)(1)(ii) (or the EO minimum wage rate, if it is higher than the conformed wage rate). The EO minimum wage rate will be adjusted annually. Please note that this EO applies to the above-mentioned types of contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but it does not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(2)-(60). Additional information on contractor requirements and worker protections under the EO is available at [www.dol.gov/whd/govcontracts](http://www.dol.gov/whd/govcontracts).

Modification Number	Publication Date
0	01/04/2019

ELEC1002-005 07/01/2018

	Rates	Fringes
ELECTRICIAN.....	\$ 37.12	29%+5.95

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ENGI0627-017 06/01/2018

	Rates	Fringes
POWER EQUIPMENT OPERATOR:		
Group 1.....	\$ 29.70	13.58
Group 2.....	\$ 28.00	13.58
Group 3.....	\$ 27.45	13.58



Group 4.....	\$ 26.65	13.58
Group 5.....	\$ 26.15	13.58
Group 6.....	\$ 24.90	13.58
Group 8.....	\$ 22.90	13.58
Group 9.....	\$ 22.40	13.58
Group10.....	\$ 21.70	13.58

POWER EQUIPMENT OPERATOR

GROUP 1: All Crane Type Equipment 200 ton and larger and including 400 ton capacity cranes. All Tower Cranes.

GROUP 2: All Crane Type Equipment 100 ton capacity and larger cranes, and less than 200 ton capacity.

GROUP 3: All Crane Type Equipment 50 ton capacity and larger cranes, and less than 100 ton capacity. Crane Equipment (as rated by mfg.) 3 cu. yd. and over Guy derrick Whirley Power Driven Hole Digger (with 30' and longer mast).

GROUP 4: CRANES with Boom Incl. Jib less than 100 ft and less than 3 cu. Yd.; Overhead Monorail Crane; MECHANIC; BACKHOE; TRACKHOE; GRADER/BLADE; Power Driven Hole Digger with less than 30' mast

GROUP 5: BULLDOZER; BOBCAT/SKID STEER/SKID LOADER

GROUP 6: Rotary Drilling Machine when operated from console

GROUP 8: FORK-LIFT; TRACTOR

GROUP 9: PUMPS

GROUP 10: OILER

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IRON0584-020 06/01/2018

	Rates	Fringes
IRONWORKER, STRUCTURAL.....	\$ 25.00	15.25

\* TEAM0516-006 06/05/2018

	Rates	Fringes
TRUCK DRIVER		
(3) Flatbed Truck.....	\$ 26.42	11.30

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SUOK2012-011 05/18/2012

	Rates	Fringes
CARPENTER (Form Work Only).....	\$ 14.00	0.00
LABORER: Common or General.....	\$ 12.41	0.00
LABORER: Pipelayer.....	\$ 13.29	0.00
OPERATOR: Scraper.....	\$ 14.00	0.00

WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

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Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at [www.dol.gov/whd/govcontracts](http://www.dol.gov/whd/govcontracts).

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (ii)).

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Regional Office for the area in which the survey was conducted because those Regional Offices have responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

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4.) All decisions by the Administrative Review Board are final.

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END OF GENERAL DECISION



**ATTACHMENT B**  
**PREPARATION OUTLINE FORM**  
**MANDATORY DOCUMENT**

## PREPARATION OUTLINE

The following information must be submitted and signed as indicated with sealed proposal. All information must be submitted for sealed proposal to be considered responsive and reasonable to enable all rating criteria outlined to reviewed and rated.

- a. Preparation Outline - this form, Attachment B, must be signed & dated.
- b. Mandatory Response Form, Attachment C of RFP packet
- c. Previous Work History Form – Attachment D of RFP packet
- d. Photos or drawings of previous projects listed on Attachment D
- e. TERO Certification (If applicable, to be provided by bidder)
- f. Bid Bond or Cashier's Check
- g. Proposed design drawings with narrative in sealed proposal submittal.

### **SPECIAL INSTRUCTIONS**

**\*\*Be advised that all responsive proposals will be evaluated as outlined in this solicitation packet.**

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

\_\_\_\_\_  
Title

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

\_\_\_\_\_  
Date



**ATTACHMENT C**  
**MANDATORY RESPONSE FORM**  
**MANDATORY DOCUMENT**

**MANDATORY RESPONSE FORM  
SEALED PROPOSAL INFORMATION  
DESIGN & INSTALL FIBER CONNECTIVITY**

The Offeror agrees to perform all work as outlined in the RFP documents for the Cherokee Nation. Offeror agrees to hold proposal valid for 90 days from the submission deadline.

The project will be completed within \_\_\_\_\_ consecutive business days of acceptance of this proposal, a fully executed contract, and receipt of a Notice to Proceed.

The Offeror agrees to furnish all labor, licenses and materials, administration, services, supplies, equipment, transportation and quality control necessary to design and install fiber from the Tribal Complex Campus to multiple sites located in Tahlequah, Oklahoma (Cherokee County), for the sum of:

GRAND TOTAL                      \$ \_\_\_\_\_

Work History/Experience Form Completed & Included: \_\_\_\_\_ Yes \_\_\_\_\_ No

Photos or Drawings for projects listed in Attachment D Included: \_\_\_\_\_ Yes \_\_\_\_\_ No

All Mandatory Documents 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

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

\_\_\_\_\_ Print Name & Title



**ATTACHMENT D**

**PREVIOUS WORK HISTORY/EXPERIENCE FORM**

**MANDATORY DOCUMENT**

**Cherokee Nation**  
P.O. Box 948, Tahlequah, Oklahoma, 74465  
Phone (918)-453-5000 Fax (918) 458-7695

**PREVIOUS WORK HISTORY FORM**

**NOTE:** This form is a required submission from each bidder/offeror and is the NATION'S documentation to determine responsible bidders/offerors. In the spaces below complete all information requested, providing all telephone numbers and any available facsimile numbers for all employers, companies and vendors listed. In the disclosure space enter any defaults, assignments or foreclosures.

Employer/Company name, address, phone & fax	Contract Amount	Contract start and completion dates	Describe type of work performed/completed	Disclosures	Contractor's Current & previous vendors give address & phone/fax

Please provide a minimum three (3) years previous years work history. Additional pages from bidder can be attached.

**NOTE: FULL SIZE FORM ON LEGAL PAPER PROVIDED UPON REQUEST. CONTACT PURCHASING**



**ATTACHMENT E**

**ADDITIONAL MANDATORY/REQUIRED  
DOCUMENTS**

**ITEMIZED**

- **Photos or Drawings of projects listed on Previous Work History Form (Attachment D)**
- **TERO Certificate (if applicable)**
- **Bid Bond or Cashier's Check**
- **Proposed design drawings with narrative in sealed proposal submittal.**