INSTRUCTIONS TO BIDDERS

1. Pre-bid Conference:

Due to the issues with COVID-19 we will not be having a pre-bid meeting.

2. Receipt and Opening of Bids:

M. Ross, Inc. (herein called Construction Manager) acting as Construction Manager for Cherokee Nation Property Management L.L.C. (herein called the "Owner"), invites bids on the form attached hereto, all blanks of which must be appropriately filled in.

Due to the issues with COVID-19
All bids shall be mailed to Cherokee Nation Businesses at the following address:

Mail Cherokee Nation Businesses.

ATT: Amy Eubanks 777 W. Cherokee St. Catoosa, Ok 74015

and designated as:

Cherokee Nation - Wilma P. Mankiller Health Clinic Expansion

Bid Package #: 11 Loading Dock Equipment

Cherokee Nation Property Management or the Construction Manager expressly reserves the right to waive any formalities or minor irregularities and to reject any or all bids. Combination of Bid Packages may be subject to rejection. Any bid may be withdrawn prior to the scheduled time for the opening of bids or authorized postponement thereof. Any bid received after the time and date specified shall not be considered. No bidder may withdraw a bid within ninety (90) days after the actual date of the opening thereof.

Bids submitted must be postdated no later than April 24, 2020.

Bids will be opened in private by Cherokee Nation Property Management and M. Ross, Inc.

3. Preparation of Bid:

- a. Each bid proposal must be submitted on the prescribed form. All blank spaces for bid prices must be filled in, ink or typewritten in both words and figures. In the event of a discrepancy, words will take precedence.
- b. Bidder shall submit proposals using the prescribed forms included herein. Bidder must also include an electronic version on a USB thumb drive.
- c. Bidders must deposit with each bid, security in the amount and form and subject to all conditions provided for in the Instructions to Bidders.
- d. Each bidder will be required to fill out Cherokee Nation Previous Work History Form.

- e. Contractor's Qualification Statements, AIA Document A305, with all blanks filled in and properly executed and all requested information attached, shall accompany bid proposal. A financial statement is not required with the qualification statement; however, the bidder may be required to submit a notarized current statement within 72-hours after the bid opening. This AIA Document A305 is not required to be submitted with purchase order bids.
- f. Bidders must submit with each bid a Non -Collusion Affidavit.
- g. Bidders must submit with each bid a Business Relationship Affidavit.
- h. Bid shall be delivered in a sealed envelope clearly marked with project name, name of bidder and bid package number.
- i. Bidder shall include TERO Certification front and back (if applicable)
- j. Bidder shall include CDIB Card (if applicable)
- k. Bidder must submit Certificate of Insurance with each bid

4. Qualifications of Bidder:

The Owner or Construction Manager may make such investigations as he deems necessary to determine ability of the bidder to perform the work, and the bidder shall furnish to the Owner or Construction Manager all such information and data for this purpose as the Owner or Construction Manager may request. The Owner or Construction Manager reserves the right to reject any bid if the evidence submitted by, or investigation of, such bidder fails to satisfy the Owner or Construction Manager that such bidder is properly qualified to carry out the obligation of the Agreement for Construction and to complete the work contemplated therein. Conditional bids may not be accepted.

5. Bid Security:

Each bid must be accompanied by certified check of the bidder, or a bid bond duly executed by the bidder as principal and having as surety thereof a surety company approved by the Owner or Construction Manager, in the amount of five percent (5%) of the bid. Such certified checks or bid bonds will be returned to all except the three lowest bidders within three (3) days after the bid opening, and the remaining checks or bid bonds will be returned promptly after the Owner or Construction Manager and the accepted bidder have executed the Agreement for Construction, or, if no award has been made within ninety (90) days after the date of the opening of bids, upon demand of the bidder at any time thereafter, so long as he or she has not been notified of the acceptance of his bid.

6. Liquidated Damages for Failure to Enter into the Agreement for Construction:

The successful bidder, upon his failure or refusal to execute and deliver the Agreement for Construction and bonds required within ten (10) days after he has received notice of the acceptance of his or her bid, shall forfeit to the Owner or Construction Manager, as liquidated damages for such failure or refusal, the security deposited with his bid.

7. Conditions of Work:

Each bidder must inform himself fully of the conditions relating to construction of the Project and the employment of labor thereon and all **TERO REQUIREMENTS**. It is mandatory that all bidders visit the site prior to submitting a bid. While the drawings and specifications are intended to indicate the physical scope of the project, each bidder is encouraged to closely examine the site in order to determine the most precise quantities of labor and material required to complete the project. Failure to do so will not relieve a successful bidder of his obligation to furnish all material and labor necessary to carry out the provisions of his Agreement. Insofar as possible the Contractor, in carrying out his work, must employ such methods or means as will not cause any interruption of or interference with the work of any other Contractor or **existing building operations**.

It is understood and agreed that the work shall be completed and performed according to the true intent, meaning and spirit of the Contract documents, and should anything be omitted from the Contract documents, which are intended to cover all work necessary to complete the project in a first-class workmanlike manner, then the Contractor shall secure written instructions from the Construction Manager before proceeding with the work affected or to be affected by such omissions and discrepancies.

8. Addenda and Interpretations:

Any question as to meaning or interpretation of plans and specification should be taken up with the Contracting Officer prior to submitting proposals. No interpretation of the meaning of plans, specifications or other pre-bid documents will be made to any bidder orally. Every request for such interpretation should be in writing, addressed to Amy Eubanks, Contracting Officer at Amy.Eubanks@cnent.com Questions must be received at least seven (7) working days prior to date fixed for opening of bids. Any and all such interpretations and supplemental instructions will be in the form of a written addenda to the specification. Failure of any bidder to receive any such addendum or interpretation shall not relieve such bidder from any obligation under his bid as submitted. All addenda so issued shall become part of the Contract documents.

9. <u>Security for Faithful Performance</u>:

Simultaneously with his delivery of the executed Agreement for Construction the Contractor shall furnish a surety bond or bonds as security for faithful performance of this Agreement, for the payments of all persons performing labor on the project under this Agreement and furnishing materials in connection with this Agreement, and for defects in materials and workmanship. The surety on such bond or bonds shall be a duly authorized surety company satisfactory to the Owner or Construction Manager and licensed to do business in the State of Oklahoma.

10. <u>Power of Attorney</u>:

Attorneys-in-fact who sign bid bonds or Contract bonds must file with each bond a certified and effectively dated copy of their power of attorney.

11. Notice of Special Conditions:

Attention is particularly called to those parts of the Contract documents and specifications which deal with the following:

a. Insurance requirements

b. Pre-bid Conference

12. Not Used

13. <u>TERO Certified Business Process:</u>

- a. Reference the attached TERO Legislative Act 01-14 dated January 15, 2014. This document is An Act of Amending LA 30-12, "Cherokee Nation Employment Rights Act"
- b. Subcontractors are to EXCLUDE the cost for Section 5; Title 40, § 1011; T. Employee Rights Fee of one-half (½) of one percent (1%) on all covered contracts. This cost will be paid by the Construction Manager.
- c. Subcontractors are required to provide a \$25.00 per day work permit for non-native workers.

14. <u>Sales Tax Exemption</u>:

Owner will pay material invoices direct to supplier for all invoices greater than \$500.00. Subcontractors will be responsible for all other taxes.

15. <u>Examination of Site</u>

Contractor shall set up an appointment with the Project Manager, Chad Bell at M. Ross, Inc., phone (918)441-8633, or at email address chadbell77@hotmail.com to personally examine site, making notes of existing conditions, comparing such with the plans and specifications, and be fully satisfied as to conditions of such before submitting his proposal. No allowance shall be subsequently made to the Contractor by reason of any error on his part.

16. Obligation of Bidder:

At the time of the opening of bids each bidder will be presumed to have inspected the site and to have read and be thoroughly familiar with the Plans and Contract Documents (including all addenda). The failure or omission of any bidder to examine any form, instrument or document shall in no way relieve any bidder from any obligation in respect of his bid. Bidder must agree to commence work on a date to be specified in a written "Notice to Proceed" of the Construction Manager and to fully complete the project within the number of days specified in the "Instructions to Bidders".

17. Time of Completion and Liquidated Damages:

Bidder must agree to commence work on a date to be specified and must mobilize within 24 hours of a written "Notice to Proceed." Bidder agrees to be substantially complete with the project in accordance with the date(s) included in Construction Manager's project schedule. Projected start date for Concrete is March 1, 2020

SCOPE SUMMARY:

DIVISION: 00 - Procurement and Contracting Requirements Complete: DIVISION: - GENERAL REQUIREMENTS As Applicable; 01 SECTION: 07 9200 - JOINT SEALANTS As Applicable; As Applicable: - EXTERIOR PAINTING SECTION: 09 9100 SECTION: 111300 - Loading Dock Equipment Complete;

In the event of a conflict or ambiguity between the following "clarifications" to the scope of Work and the contract documents, the contract documents shall control. The following "Scope Clarifications" are intended to emphasize, amplify, and clarify the work of this package, and do not supersede contract documents or in any way list every item of work required by contract documents for this work package.

Terminology

Contractor shall mean work package Bidder

Construction Manager (CM) shall mean M. Ross, Inc.

GENERAL SCOPE OF WORK INCLUSIONS:

Includes, but is not limited to, providing all the necessary labor, materials, tools, supplies, supervision, insurance, equipment, scaffolding, hoisting, fees, etc. necessary to provide the <u>Bid Package 11 – Loading Dock Equipment</u> for the Cherokee Nation **Wilma P. Mankiller Health Center Expansion -** located at 471688 HWY 51 Stilwell, OK 74960, in accordance with the Contract Documents. It is further understood and agreed that this Work Package also includes the furnishing and installation of the below listed items regardless of whether or not they are in the listed specification section(s) or any other specification section(s), or shown on drawings. Drawing and detail references are provided for reference only and are not to be considered as all inclusive of Contract Documents for particular items referenced. (Please note: The word "provide" when used herein shall mean furnish and install completely, including all costs for labor, materials, equipment, hoisting, layout, scaffolding, ladders, staging, tools, rigging and any other facilities necessary to complete the work".)

BID PACKAGE SCOPE ITEMS:

- 1. Provide all Loading Dock Equipment as specified in the contract documents, per Specification Section 111300.
- 2. All dock bumpers, dock levelers, truck restraints, and dock seals as specified.
- 3. Install loading dock equipment according to Sheet A1.12 Floor Plan Level 1 Sector 2.
- 4. Provide dock leveler; complete as specified in section 111300.
- 5. All applicable sealants as specified in the contract documents, per Specification Section 07 9200.
- 6. Provide systems by specified manufacturers as identified in each relevant specification. Approved substitutions must be made in accordance with specification section 012500 and 012500a, prior to bid.
- 7. Coordination with the electrical subcontractor regarding the connection of the dock leveler. Low voltage connections, terminations and wiring are the responsibility of this contractor.
- 8. Coordination with the plumbing/mechanical subcontractor regarding the pit drains for loading dock equipment.
- 9. Comply with all performance requirements as indicated.

- 10. All submittals and samples as required complete.
- 11. All finishes as indicated and required, complete.
- 12. All hydraulic operators, remote control stations, emergency stops, independent lip operation, as specified and required. It is this contractor's responsibility to verify proper voltage requirements for motor power and control power.
- 13. All caulking and sealants as required and associated with work of this package.
- 14. All welding, fasteners, inserts, expansion anchors and/or anchors as required and specified.
- 15. Coordinate with Electrical contractor for all electrical requirements required.

General Items

- 1. Provide all required pedestrian protection, traffic control and protection including flagman, barricades, signage, etc. as required for the work, and as may be required for protection for equipment access, deliveries and loading. This will be required for all truck entering and leaving the jobsite as it is located
- 2. Comply with all CM Safety Policies and Insurance requirements.
- 3. Submit daily while on site, a Daily Project Report to the CM's on-site superintendent.
- 4. Contractor shall submit to the CM an emergency contact list.
- 5. Contractor shall include daily cleanup of construction debris created by work scope including depositing into trash dumpsters. Trash Dumpster(s), dump service, and cost thereof shall be provided by others. Additionally, Contractor agrees that no hazardous substances will be discharged or deposited in any project dumpster, on the ground or other surface, or into any drainage system. All costs for lawful off-site disposal and any necessary reclamation resulting from this Contractor's operations are the responsibility of this Contractor.
- 6. Provide coordination, assistance, and necessary access for the Owner's furnished Testing Laboratory, including notification, obtaining samples and data gathering as required for scope of work. Costs for retesting due to failed tests and/or for Contractor's unpreparedness, will be paid by this Contractor.
- Provide manpower and equipment mobilizations and remobilizations as required for the work of this agreement in accordance with project schedule including phasing and interim milestone dates.
- 8. Timely submit all submittals including but not limited to: shop drawings, samples, product data sheets, MSDS information, mock-ups, and all other data as required by contract documents.
- 9. Contractor agrees to expedite material deliveries and to supply adequate manpower and resources to complete work for all areas in accordance with CM's master schedule including all individual and/or phased area milestone completion dates, in order to meet the Owners completion and equipment installation dates. If inadequate progress by Contractor is evident, CM may direct Contractor to take immediate measures at no additional cost to CM or the Owner. Contractor further agrees to cooperate and work harmoniously with all trades to achieve required completion dates and to coordinate the work to avoid compression (to the extent possible) for the benefit of all trades. Provide to

the CM each week, a two (2) week look-ahead schedule identifying anticipated work activities.

- 10. Provide all flagmen where required to position the truck for unloading and to control traffic during truck positioning. Provide barricades required for workers, pedestrians, and traffic control for material deliveries. All deliveries are to be coordinated through the CM may be restricted to nights or weekends to avoid traffic or schedule activity disruptions. All deliveries must be sized to fit within the designated construction entrances.
- 11. Furnish, install, and remove any temporary protection required to protect existing, all improvements, work of other trades and/or building finishes from damage from material deliveries or work activities of this Contractor. This also includes protection and proper storage of materials for this scope of work.
- 12. Contractor shall be responsible for all existing public and private property clean-up, protection and restoration if damaged from Contractor's work. Restore areas as indicated per documents and/or in accordance with jurisdictional requirements immediately following completion of the work.
- 13. Provide all field engineering and layout from benchmarks and base building control (Benchmarks and baseline control is furnished by others). This Contractor is responsible for replacement of any damaged benchmarks, base line control or layout work of other trades/packages damaged or destroyed by the work of this work package.
- 14. Provide all hoisting, material transportation, dunnage, rigging, loading, unloading, protection thereof, etc. as required for the work of this contract.
- 15. In addition to other safety requirements required elsewhere in this work package, this Contractor shall replace or restore any removed safety rails, guards, fences, and protection temporarily removed or damaged by the work of this contract.
- 16. Submit to the CM a self-performed, typewritten, pre-punch list for all work of this work package, including any concealed, in-wall, or above ceiling work, as part of Contractor's quality control procedures.
- 17. Contractor is responsible for all applicable taxes. (There will be no sales taxes for materials. All material suppliers will be set up as vendor and paid directly by owner.)
- 18. Contractor is responsible for all warranties as specified.
- 19. Provide in compliance with all rules and regulations, all coordination, obtaining, and payment for all permits, licenses, testing, inspections, approvals, certifications, etc. as may be required for work of this contract. Further, Contractor is responsible to provide all street/sidewalk/parking lane blocking and closures necessary for all applicable work including providing all safety requirements, traffic and pedestrian control, (i.e. signage, barricades, flashers, etc.), traffic covers, flagmen and flagging, etc. as required for prosecution and completion of Contractor's work.
- 20. Coordinate and conduct work to ensure minimum interference with vehicular or pedestrian traffic and to allow unencumbered access to site and adjacent properties.
- 21. All work adjacent or near existing buildings, drives, streets, sidewalks, etc. must be prescheduled in advance a minimum of 14 working days through CM (or longer if so specified or required by governing authorities).
- 22. Any shutdown of services to Wilma P. Mankiller Health Center requires a 30 day notice.
- 23. Provide as applicable to work scope, all factory or field testing of work and systems

including test & startup, commissioning, Owner training, record drawings, O&M manuals, independent test & balance, etc., as specified. All close-out information is to be submitted as one package.

- 24. Schedule of Values and applications for payment shall be broken down as required by the Owner and/or the CM.
- 25. Contractor's, lower tier Subcontractor's and Supplier's lien releases must be received monthly prior to processing for the following month's application for payment.
- 26. Costs for bonds shall be provided (separately stated) with your proposal. Additionally, provide cost of bonds for any applicable alternates or unit prices. All bidders with contracts greater than \$100,000 must be bondable.
- 27. The terms and conditions contained in the following documents, including General Provisions Article 2.5, "Indemnification", are incorporated herein by reference as if fully written out (Copies are available from the CM upon request);

CM General Provisions for Subcontracts

Exhibit "B" Subcontract Performance and Payment bonds

Exhibit "C" Contractors Minimum Insurance Requirements

Exhibit "D" of Subcontract.

Exhibit "F" Preliminary Schedule,

INSURANCE REQUIREMENTS

Advisor will carry or cause to be carried and maintained in force throughout the entire term of this Agreement insurance coverage as described below with insurance companies acceptable to CNE. The limits set forth below are minimum limits and will not be construed to limit Advisor's liability. All costs and deductible amounts will be for the sole account of Advisor.

- (A) Commercial or Comprehensive General Liability insurance on an occurrence form with a combined single limit of \$1,000,000 each occurrence, and annual aggregates of \$2,000,000, for bodily injury and property damage, including coverage for blanket contractual liability, broad form property damage, personal injury liability, independent contractors, products/completed operations, and when applicable the explosion, collapse and underground exclusion will be deleted.
- (B) Automobile Liability insurance with a combined single limit of \$1,000,000 each occurrence for bodily injury and property damage to include coverage for all owned, non-owned, and hired vehicles.
- (C) Worker's Compensation insurance complying with the laws of the State or States having jurisdiction over each employee, whether or not Advisor is required by such laws to maintain such insurance, and Employer's Liability with limits of \$500,000 each accident, \$500,000 disease each employee, and \$500,000 disease policy limit.

In each of the above described policies, Advisor agrees to waive and will require its insurers to waive any rights of subrogation or recovery they may have against CNE its parent, subsidiary, or affiliated companies.

Under the policies described in (B) and (C) above, CNE its parent, subsidiary and affiliated companies will be named as additional insured. The policies described in (B) and (C) above will include the following "other insurance" amendment: "This insurance is primary insurance with respect to CNE its parent, subsidiary and affiliated companies, and any other insurance maintained by CNE its parent, subsidiary or affiliated companies is excess and not contributory with this insurance."

At least ten (10) days prior to the start of service, Advisor will deliver to CNE certificates of insurance on an ACORD 25 or 25S form evidencing the existence of the insurance coverage required above. In the event coverage is denied or reimbursement of a properly presented claim is disputed by the carrier for insurance provided in subsections (A) through (C) above, Advisor shall, upon written request, provide CNE with a certified copy of the involved insurance policy or policies within ten (10) business days of receipt of such request

SCOPE OF WORK EXCLUSIONS:

- 1. Dock angle embed at cast in place concrete.
- 2. Sales Tax for Materials.

BID PROPOSAL

Wilma P. Mankiller Health Clinic Expansion Stilwell, Oklahoma

BID PACKAGE #: _11 Loading Dock Equipment
DATE:
Proposal of(hereinafter called Bidder)
To M. Ross, Inc. ("Construction Manager") and Cherokee Nation Property Management L.L.C. ("Owner).
The Bidder in compliance with your invitation for bids for the Cherokee Nation – Wilma P. Mankiller Health Clinic Expansion in Stilwell, Oklahoma, having examined plans and specifications with related documents and the site of the proposed work, and being familiar with all of the conditions surrounding the construction of the proposed project including the availability of materials and labor, hereby proposes to furnish all materials, equipment and labor required to provide all work included in the Cherokee Nation – Wilma P. Mankiller Health Clinic Expansion project in accordance with the Contract Documents within the time set forth therein and at the prices stated below. These prices to cover all expenses incurred in performing the work required under the Contract Documents, of which this proposal is a part.
Bidder is aware of all Cherokee Nation TERO requirements. In submitting the bid, it is understood that the right is reserved by the Owner and the Construction Manager to reject any and all bids, and it is agreed that this bid may not be withdrawn for a period of <i>ninety</i> (<i>90</i>) days after the date of closing of same. Work is to start within Ten (10) days after receipt of NOTICE TO PROCEED. Bidder acknowledges he is aware of \$25.00 per day work permit required for non-native workers.
If the bid is for \$100,000 or more, it shall be accompanied by a certified check or a cashier's check made payable to M. Ross, Inc., or a Corporate Surety Bond of a surety company duly authorized to do business in the State of Oklahoma, in the sum of five percent (5%) of the total amount of the bid (unless otherwise specified in the bid documents which is submitted as bid security, conditioned upon the Bidder's entering into a contract with M. Ross, Inc. in accordance with the terms of the bid. It is agreed that said bid security of the successful bidder will constitute liquidated damages, and not a penalty for the failure of the bidder to enter into a contract in accordance with this bid.
We propose to complete this work in calendar days.

		Dollars
<u>\$</u>)	
Bond Cost:		
		Dollars
\$)	
<u>otal</u> :		
		Dollars

<u>ALTERNATE PROPOSALS</u>: Bidder proposes to perform the substitutions, omissions or changes required by the following alternates or any alternates that may be required by addenda for the following:

If required by Bid Package, include alternate proposal on a separate page with Bid Form.

<u>UNIT COST</u>: Additional work shall be performed on express authorization from the Construction Manager for the following unit cost prices:

If required by Bid Package, include unit cost pricing on a separate page with Bid Form.

<u>TIME OF COMPLETION</u>: Bidder agrees to prosecute the work with diligence and to maintain the job construction schedule and complete the work within the time as defined by "Instructions to Bidders," Paragraph 16.

<u>EXTRAS</u>: The undersigned Contractor agrees to furnish all materials, equipment and labor for additional work ordered by the Construction Manager for which no pre-agreed price has been fixed, for the net cost of all materials, equipment and labor directly attributable to the additional work furnished, plus a maximum of ten percent (10%) for overhead and profit which may be applied to the cost of the work provided by the Contractor. The Contractor may apply a maximum of ten percent (10%) for overhead and profit to the cost of work performed by subcontractors.

All submittals are to be turned in to M. Ross, Inc. with 2 weeks of NOTICE TO PROCEED.

Bidder understands that the Owner or Construction Manager reserves the right to reject any or all bids and to waive any informalities in the bidding.

The Bidder agrees that this bid shall be good and may not be withdrawn for a period of ninety (90) calendar days after the actual date of the opening of bids.

damages for the delay and additional expense to the Construction Manager caused thereby.

Bidder has examined copies of all contract documents and of the following addenda:

Number of addenda	 Date of addenda	
Number of CM Clarification	 Date CM Clarification	

Alternates: (Note see addendum for complete alternate description and scope)

This bid is submitted as a legal offer and any bid when accepted by the Construction Manager constitutes a firm contract.

The Bidder certifies that they are an Equal Employment Opportunity Employer and that they do not discriminate in any of their business or employment practices.

Respectfully submitted:	
Company Name: _	
Type of Company _	Individual Corporation Partnership Joint Venture
Business Address: _	
-	
Telephone Number: _	
By: _	
_	Typed or Printed Name
Title: _	Toward on Deinter LTitle
	Typed or Printed Title
Signature: _	
(Seal - if bid is by a Corp	poration)
Communication concern	ning this bid shall be addressed to:
Firm:	
Address:	
_	
Telephone:	
Facsimile Telephone: _	
Authorized Representat	tive:
Federal Employers Iden	ntification Number:
e-mail Address:	

Bidders Checklist:

The following documents are to be attached to and made a condition of this bid. Please mark in the column provided to verify inclusion of documents.

		<u>Bidder</u>
a.	Required bid security in the form of (bond, or check, 5% of bid).	
b.	Cherokee Nation - Previous Work History Form	
C.	Contractor's Qualification Statement (AIA A305) with support documentation (Financials will be requested from successful bidder only)	
d.	Non-collusion Affidavit	
e.	Business Relationship Affidavit	
f.	Sealed envelope clearly marked with Project name, bidder, and bid package No.	
g.	Certificate of Insurance	
h.	Copy of TERO Certification (if applicable)	
i.	Copy of CDIB Card (if applicable)	
j.	USB Thumb Drive with electronic version	
k.	of bid Sample of your companies change order request form	