

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 #: 21 Fire Protection

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 Any bid may be withdrawn prior to the scheduled time for the opening of bids or authorized postponement thereof.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. Security for Faithful Performance:

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. Power of Attorney:

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

Wilma P. Mankiller Health Clinic Expansion

- b. Pre-bid Conference
- 12. Not Used
- 13. TERO Certified Business Process:
 - 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. Sales Tax Exemption:

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

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

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BID PROPOSAL

**Wilma P. Mankiller Health Clinic Expansion
Stilwell, Oklahoma**

BID PACKAGE #: 21 Fire Protection

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 *ninety (90)* 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.

**Cherokee Nation Property Management L.L.C. – Wilma P. Mankiller Health Clinic
Expansion**

BASE PROPOSAL:

Bidder agrees to perform all of the above work described in the specifications and shown on the plans for the sum of:

_____ Dollars

(\$ _____)

Bond Cost:

_____ Dollars

(\$ _____)

Total:

_____ Dollars

(\$ _____)

ALTERNATE PROPOSALS: 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.

UNIT COST: 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.

TIME OF COMPLETION: 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.

EXTRAS: 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.

**Cherokee Nation Property Management L.L.C. – Wilma P. Mankiller Health Clinic
Expansion**

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.

Upon receipt of written notice of the acceptance of his bid, bidder will execute the formal Agreement for Construction attached within ten (10) days and deliver a Surety Bond or Bonds as required. The bid security attached in the sum of

Dollars (\$_____) is to become the property of the Construction Manager in the event the Agreement for Construction and Bond are not executed within the time set forth, as liquidated 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)

**Cherokee Nation Property Management L.L.C. – Wilma P. Mankiller Health Clinic
Expansion**

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: _____

Typed or Printed Title

Signature: _____

(Seal - if bid is by a Corporation)

Communication concerning this bid shall be addressed to:

Firm: _____

Address: _____

Telephone: _____

Facsimile Telephone: _____

Authorized Representative: _____

Federal Employers Identification Number: _____

e-mail Address: _____

**Cherokee Nation Property Management L.L.C. – Wilma P. Mankiller Health Clinic
Expansion**

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 of bid	_____
k. Sample of your companies change order request form	_____