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REQUEST FOR BIDS

Roofing Project – Claremore, Oklahoma

WILL ROGERS SENIOR COMPLEX

Located at 202 Stuart Roosa Blvd.

Claremore, Oklahoma



Bids Due: September 14, 2021 @ 5:00 P.M.

Housing Authority of the Cherokee Nation

P.O. Box 1007

Tahlequah, OK 74465

(918) 456-5482 ext. 1142

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**Housing Authority of the Cherokee Nation
BID REQUEST**

The Housing Authority of the Cherokee Nation is seeking bids from all qualified contractors for the removal and replacement of the existing roof on the Will Rogers Senior Complex located at 202 Stuart Roosa Blvd., Claremore, Oklahoma. Work will be completed according to the scope of work, plans and specifications. Qualified and Interested parties are to provide a bid to furnish all labor, quality control, materials supplies and supervision to complete the entire project. **HACN would like this job completed in 45 Working days.** Work should begin within one week of notification. \$1,000.00 per day will be charged for liquidated damages to the contractor for each working day of extension over the contract end date. To be considered a responsive/responsible bidder, the Mandatory Bid Sheet and Drug Free and Tobacco Free Workplace forms must be fully completed.

Contract award will be subject to the availability of funds. A fully executed contract and purchase order will be issued to the responsible Contractor who provides the lowest, most responsive bid in accordance with the HACN Procurement Policy. The purchase Order will act as the Notice to Proceed.

MANDATORY SUBMITTAL INFORMATION: **The deadline for bids is September 14, 2021, at 5:00 P.M.** Bids may be faxed to the attention of Tonya Lockwood at 918-431-9306, e-mailed to tonya.lockwood@hacn.org or hand delivered to Tonya Lockwood, Procurement & Contracts Office located at 5000 S. Muskogee Avenue, Tahlequah, Ok. 74464. It is the bidder's responsibility to ensure delivery of bids. Bids received after the deadline will not be considered.

Bid Acceptance: Bids will be accepted from Indian and Non-Indian bidders. HACN reserves the right to determine if a bid meets stated requirements, and to award a contract for the bid that is in the best interest of the HACN, considering but not limited to the total cost and capability of the bidder. Bidders are responsible for any and all costs associated with the preparation and submission of bids. No bidder may withdraw their bid within 30 days after the due date. HACN reserves the right to reject any and all bids.

Wage Rates: #OK20210081 are applicable and included for this project.

Bidders MUST visit the job site and acquaint themselves with the exact nature of work to be performed. To schedule a site visit contact Virgil (Junior) Johnston at (918) 720-3174.

The Contractor shall verify all quantities, measurements or dimensions, conditions, scope of work and plan specifications before submitting a bid. Change Orders will not be approved based on mistaken quantity count, measurements or dimensions. At the time of the opening of bids, each bidder will be presumed to have: Inspected the site, familiarized themselves with any existing conditions and read and become thoroughly familiar to the scope of work and all plan specifications.

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TERO Certification: Indian preference will be given only to bidders who provide proof of current certification from the Cherokee Nation Tribal Employments Office (TERO) located in Tahlequah, Oklahoma, telephone number (918) 456-5000. Proof of TERO certification must accompany and be included in bid submittal.

Debarment, Suspension, Proposed Debarment, and Other Responsibility Matters: The responding party certifies to the best of its knowledge and belief that the person, the firm, or any of its principals are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency or Indian tribe. The bidder will also certify they have not, within a three-year period preceding this Request for Proposal, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, Local or Tribal) contract or subcontract; violation of Federal or State antitrust statutes relating to the submission of offers; or commissions of embezzlement, theft, forgery, bribery, falsifications or destruction of records, making false statements, and are not presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in this provision. The responding party certifies they have not, within a three-year period preceding this Request for Proposal, had one or more contracts terminated for default by a Federal, State, Local or Tribal agency. The responding party shall provide immediate written notice to the Housing Authority of the Cherokee Nation if, at any time prior to contract award, the person learns its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

General Information: Housing Authority of the Cherokee Nation reserves the right to waive any informalities or to reject any and all bids. Award of purchase order will be to the lowest most responsible responsive bidder and will be subject to availability of funds. Indian preference will be given to Contractors certified as an Indian-Owned firm by the Cherokee Nation Tribal Employment Rights Office (T.E.R.O.). Proof of certification must accompany all bids. No bidder may withdraw their bid within thirty (30) days after bid opening date.

A prospective contractor seeking to receive Indian Preference under this contract must be certified as an Indian-owned firm by the Cherokee Nation Tribal Employment Rights Office (TERO) and submit proof of that certification with their bid.

Method of Award: After reviewing all bids received, the Contract and Purchase order will be awarded to the responsible bidder whose bid is determined to be the lowest and most responsive/responsible in accordance with the HACN Procurement Policy. The subsequent Contract must be fully executed within (3) three days of award, or the bid will become null and void, and the next lowest most responsive/responsible bid will be considered. TERO Preference will be given only to bidders who provide proof of current TERO certification from the Cherokee Nation Tribal Employments Office (TERO). Proof of TERO certification must accompany and be included in bid submittal.

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Metod of Payment: (1) One Payment will be made at 100% completion and acceptance of work and approval of all contract closing documents. Work must be approved by the HACN Inspector. All warranty information pertaining to this project shall be submitted with final invoice.

Subcontracts:

The successful bidder is specifically advised that any person, firm, or other party to whom it is proposed to award a subcontract under this contract must be approved by the HACN and all forms, paperwork and approvals must be in place before they (subcontractor) are allowed on site. The successful bidder will be required to complete the Request for Acceptance of Subcontractor at the time of the contract signing if a subcontractor is to be utilized. All sums due to any suppliers or subcontractors must be paid and Lien Waivers submitted to HACN prior to any payment being released to contractor.

Insurance Requirements (For Successful Bidder Only): Before performing contractual services on the behalf of or for the HACN, compliance with the following insurance requirements must be verified. Provide an original Certificate of Insurance naming the **Housing Authority of the Cherokee Nation of Oklahoma** as a certificate holder and should read as follows:

**Housing Authority of the Cherokee Nation
P.O. Box 1007
Tahlequah, Oklahoma 74464**

The certificate should contain the following information:

- 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) Ten-day cancellation clause

****Required Coverage:**

- 1) Worker's Compensation and Employer's Liability:
Limits of Liability:
Bodily Injury by Accident: \$100,000 each accident
Bodily Injury by Disease: \$500,000 policy limit
Bodily Injury by Disease: \$100,000 each employee
Oklahoma Statute requires Worker's Compensation coverage for anyone with one (1) or more employees. ** Exclusion forms require prior approval by the State of Oklahoma and the Contract Manager
- 2) General Liability:
Coverage:
Comprehensive (including products/completed operations)
Limits of Liability:
Bodily Injury and Property Damage Combined: \$100,000.00
(each occurrence)

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3) Automobile Coverage:

Vehicles Covered:

All Autos

Bodily Injury and Property Damage Combined: \$100,000

Hired Autos

Non-owned Autos

Limits of Liability:

Note: The Contractor shall either: (1) during the life of his subcontract, require each of his subcontractors to procure and to maintain Subcontractor's Public Liability and Property Damage Coverage or the same types of coverage in the same amounts as specified above, or (2) insure the activities of this subcontractors in his own policy.

AWARDED CONTRACTOR MUST SUBMIT TO THE HOUSING AUTHORITY OF THE CHEROKEE NATION ALL REQUIRED DOCUMENTATION WITHIN THREE (3) DAYS OF NOTIFICATION OF AWARD:

Insurance Certificates

Core Crew List

Special Trade Licenses (as applicable)

Request for Acceptance of Sub contracts

Subcontractor agreement(s)

Subcontractor Licenses, CDIB/Tribal Membership Cards, Insurance Certificates (as applicable)

****FAILURE TO SUBMIT ALL PAPERWORK BY DEADLINE WILL RESULT IN AWARD BEING REVOKED****

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Drug Free and Tobacco Free Workplace:

- a) Any contractor performing work for the HACN 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.
- b) The HACN will consider lack of enforcement or lax enforcement of the statement by the Contractor a default of the contract.
- c) The Contractor further agrees to provide all persons engaged in performance of the contract with a copy of the statement.
- d) A copy of the Contractor's Drug Free Workplace Statement shall be included with any bid submitted or the Contractor will be deemed to accept and agree to use the statement provided by the HACN.
- e) The Contractor understands and recognizes that all HACN buildings, whether leased or owned, and the grounds surrounding those facilities are considered by the HACN to be a tobacco free workplace. The Contractor will ensure all employees, subcontractors, and other workers abide by this policy.

Please mark one and sign:

I have my own (Contractor's) Drug/Tobacco Free Policy/Statement: _____
(Attach your policy/statement and sign and date bottom)

I agree to the HACN's Drug/Tobacco Free Policy/Statement: _____

Signature **Date**

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HOUSING AUTHORITY OF THE CHEROKEE NATION
Scope of Work
Will Rogers Senior Complex
Roof Replacement Project

This project will consist of complete removal of the old roof system down to the existing decking and Roof replacement on the Will Rogers Senior Complex located at 202 Stuart Roosa Blvd., Claremore, Oklahoma. This is a 2-story **occupied** Senior Rental Property.

Bid Item #1 Removal of Existing Roof.

Contractor shall bid to remove and dispose of all roofing materials in an approved dumpsite. Removed material cannot stay at the project overnight, must be taken to an approved dump site immediately following removal.

Bid Item #2- Base Bid for Decking Replacement.

Contractor shall include in their base bid **550 Square Feet of Deck repair materials and labor.** All square feet over the base bid will be bid **by the Foot.** Overages must be documented and approved by the HACN assigned inspector. A Change order will be prepared using the by foot cost submitted in your bid. Failure to get prior approval will result in forfeiture of payment by HACN.

Bid Item #3 – Bid for Roofing Material Replacement.

New roofing system shall meet or exceed a white 60 mil TPO membrane that meets ASTM D6878 with a fully adhered application, 4" of polyisocyanurate rigid tapered insulation, ¼" cover board, new cap flashings, edge flashing, down spots, gutters, and any other metal flashings required to complete the roofing system. Roofing system shall include a manufacturer 20-year warranty or better.

** Roof has existing vent pipes and a/c condensers, they will be worked around or if removed they will be replaced.

General Requirements:

- (a) The contractor shall bid to furnish the following labor, licenses, material, equipment, tools, permits and insurance necessary to complete these projects. **(Contractor is responsible for his own measurements)**
- (b) The contractor shall bid work hours from 8 am to 5 pm, 5 days week, M-Fr., or Housing Authority of Cherokee Nation work hours.
- (c) These units are occupied
- (d) Bidder **must visit the jobs site** and acquaint themselves with the exact nature of work to be performed. Contact Virgil (Junior) Johnston at 918-720-3174 to schedule a site visit.

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- (e) The submission of a bid shall indicate the bidder thoroughly understands the specifications, conditions, and scope of work.
- (f) Bidder shall be responsible for **determining the amount of labor and materials needed to complete the project being bid.**
- (g) All equipment, material, and articles furnished under this contract shall be new and of the most suitable grade for the purpose intended, unless otherwise specifically provided in this contract.
- (h) The specifications in the *“General Specifications for New Construction”* in Division 7 and the *“General Specifications for Rehabilitation”* in Division 7 *supersede* any specifications not covered in the *“Scope of Work”*.
- (i) All work must be performed in a workmanlike manner.
- (j) Contractor shall at all times keep the work area clean, including storage areas, free from accumulations of waste materials. Contractor shall place a **Portable/Johnny** and post all required permits notices, documents etc. for this project. After completing the work and before final inspection, the Contractor shall (1) remove from the premises all scaffolding, equipment, tools, and materials (including rejected materials) that are not the property of the “Housing Authority of Cherokee Nation” and all rubbish caused by its work; (2) leave the work area in a clean, neat, and orderly condition satisfactory to the HACN assigned Inspector.
- (k) The contractor shall furnish a one (1) year written warranty to the Housing Authority of the Cherokee Nation on workmanship and materials.

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MANDATORY BID RESPONSE FORM

The General Contractor, as Bidder, agrees to perform all work as shown and called for in the scope of work, plans and specifications for the Housing Authority of the Cherokee Nation. The work shall be completed within 45 working days beginning on acceptance of this bid, a fully executed contract and receipt of a Purchase Order. The Purchase Order will act as the Notice to Proceed.

The Bidder agrees to furnish all necessary labor, quality control, licenses, material, equipment, tools, supplies, permits, insurance, and supervision to complete the entire project and the perform all work required thereof for the sum of:

Bid Item #1 – Removal of Existing Roof - \$ _____

Bid Item #2 - Base Bid for Decking Replacement - 550 Sq. Ft. \$ _____

Deck repair -Beyond 550 Sq ft. \$ _____/sf

Bid Item #3 – Bid for Roofing Material Replacement - \$ _____

GRAND TOTAL OF BID \$ _____

Submission of my bid is confirmation that I have reviewed the job, fully understand the scope of work, plans and specifications and will complete the job within the timeframe designated (45 Working Days) after the issuance of the Purchase Order.

NOTE TO BIDDERS REGARDING (CHEROKEE) TRIBAL OR INDIAN PREFERENCE: (Check One)

TERO Certified Contractor: _____ Yes _____ No

(Proof of Certification must accompany all bids, Front & Back of TERO Certificate)

SUBMITTED:

Company Name

Company Address

Print Name

Authorized Signature

Title

E-Mail Address

Contact Number