

**CHEROKEE NATION
REQUEST FOR SEALED PROPOSAL**

**DESIGN & BUILD
STORM SAFE SHELTER**



Acquisition Management

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

REQUEST FOR SEALED PROPOSAL (RFP) DESIGN/BUILD STORM SAFE SHELTER

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 build a storm safe shelter to be located in the Tahlequah, Cherokee County, Oklahoma. The complete address, scope of work and specifications are provided in this Request for Proposal (RFP). There will be a **mandatory site visit to be held March 9, 2023 at 10:00 a.m.**

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:

- 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.
- Business License Requirement:** All contractors must have a valid Oklahoma Business License prior to award of contract.
- 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.
- 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 15, 2023 by 5:00 p.m.** to email pam-jumper@cherokee.org as specified in this RFP. These questions will be addressed by TERO and included in any addendum issued by **March 20, 2023 by 5:00 p.m.** on the website www.cherokeebids.org with RFP announcement (reference sections 9 and 10).

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: Pam Jumper) no later than **March 15, 2023 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 Site Visit:** Interested parties must attend a mandatory site visit to be eligible for award of project. The mandatory site visit will be held at the address listed in the scope of work and specifications section of this RFP. The mandatory site visit will be held on **March 9, 2023 at 10:00 a.m.**
8. **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 Pam Jumper no later than **March 24, 2023 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 24, 2023 by 5:00 p.m. TO BE CONSIDERED. PROPOSALS MUST BE SEALED AND CLEARLY MARKED "SEALED PROPOSAL, DO NOT OPEN: STORM SAFE SHELTER –TAHLEQUAH IMMERSION." Proposals submitted by e-mail or fax will not be considered. The envelopes containing the

proposals must be **sealed**, addressed to Cherokee Nation, Attn: Pam Jumper, 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: Pam Jumper, 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.

- 9. 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: Pam Jumper) no later than **March 15, 2023 by 5:00 p.m.** at email pam-jumper@cherokee.org.
- 10. 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 with the RFP announcement no later than **March 20, 2023 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.
- 11. 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.
- 12. Proposal Withdrawal and Correction:** A proposal may be corrected or withdrawn by a written request received prior to the date of opening proposals.
- 13. Multiple Proposals:** The NATION shall not accept multiple proposals from the same contractor.
- 14. Disclosure of Proposal Contents:** A proposal's content shall not be disclosed to other contractors.
- 15. Retention of Proposals:** All proposals and other material submitted become the NATION's property and may be returned only at NATION's option.
- 16. 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.
- 17. Delivery of Proposals:** NATION assumes no responsibility or liability for the transmission, delay, or delivery of proposals by either public or private carriers.

- 18. Media Announcements:** Any and all media announcements pertaining to this RFP require the NATION's prior written approval.
- 19. 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.
- 20. 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.
- 21. 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.
- 22. 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: Pam Jumper) to pam-jumper@cherokee.org no later than **March 15, 2023 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.

- 23. 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.

24. 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 OK20210067 are applicable for this project and included as ATTACHMENT A in this RFP.

25. 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.

26. 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.

27. 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: Tim Taylor @ tim-taylor@cherokee.org or 918-457-8074**

NOTE: THE MANDATORY SITE VISIT MUST BE ATTENDED. THIS IS FOR ANY ADDITIONAL SITE VISIT.

28. 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.

29. 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.

30. 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.

31. 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 Pam Jumper, at pam-jumper@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 Pam Jumper, at pam-jumper@cherokee.org.

Location of Project/Services: 16489 US-62, Tahlequah, OK 74464; 35.84820, – 95.01124: Tahlequah, Cherokee County, Oklahoma.

Term of Proposed Contract: The NATION anticipates establishing a contract with the successful offeror with a performance period based on the sealed proposal submittal. 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 negligent acts of either the offeror or their employees; therefore, the offeror is responsible for obtaining the amount of professional liability 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 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: \$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. 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) with specific reference made to coverage for lead abatement (as this is usually excluded under standard commercial general liability policies). In addition to the additional insured endorsement, the commercial general liability policy shall also include a waiver of subrogation in favor of Cherokee Nation of Oklahoma, and evidence of Professional Liability.

Limits of Liability:

Bodily Injury and Property Damage Combined: \$2,000,000 (each occurrence)

Automobile Coverage:

Vehicles Covered:

All Autos

Hired Autos

Non-owned Autos

Limits of Liability:

Bodily Injury and Property Damage Combined: \$300,000

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.

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 Pam Jumper no later than **March 24, 2023 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) Non-Collusive Affidavit Form (Attachment E);
 - 10) Statement Providing Indian Preference in Employment & Training (Attachment F);
 - 11) Statement Providing Indian Preference in Subcontracting (Attachment G);
 - 12) TERO Certificate (if applicable);
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 and stated in the sealed proposal.

The Evaluation Factors and the value of each are:

EVALUATION FACTORS – MUST BE ADDRESSED IN SEALED PROPOSAL	POINTS
1. Experience	30
2. Qualifications	30
3. Timeline to Complete	30
4. Cost	20
5. Indian Preference – TERO Certification (certificate must be included with proposal).	10
TOTAL	120

Notice of Award: After award of Contract, award information will be posted on the Nation's website www.cherokeebids.org with RFP announcement.

SCOPE OF WORK, SPECIFICATIONS, DRAWINGS PROVIDED BY CHEROKEE NATION EMERGENCY MANAGEMENT

Cherokee Nation Emergency Management is accepting bids for a storm safe shelter in Tahlequah, Oklahoma.

Storm safe shelter will be located in Tahlequah, Cherokee County, Oklahoma.
16489 US-62
Tahlequah, OK 74464
35.84820, -95.01124

The shelter will be detached from existing community building, but the roof will "tie" into the existing to provide cover between the two buildings. One door will access exterior South and one door access exterior East to neighboring community building.

Each storm safe shelter shall include the following:

1. The awarded contractor will provide engineered stamped drawings and specifications of proposed construction and agreement prior to construction.
2. Insulated Concrete Forms (ICF) construction (NUDURA, Fox Blocks or Similar)
 - I. Able to withstand 250mph winds and 115mph debris impact
 - II. Meets FEMA shelter requirements at minimum (FEMA P361) and (FEMA 320)
 - III. Complies with ICC 500 shelter code
 - IV. Exterior doors must have FEMA tested and approved stamp
3. 1280 sq ft (approximately 32'x40') with two (2) entry/exit doors with deflection walls if exiting outside if needed.
4. Shelter will contain one ADA compliant restroom with the following: toilet, sink, mirror, towel dispenser, soap dispenser and hand rails.
5. There shall be five (5) double gang electrical outlets on each wall inside the building evenly spaced and one outlet on each four (4) exterior walls. Adequate LED lighting inside (2-way switched by doors), as well as a dusk to dawn commercial light on the exterior in proximity to exit doors, as well as emergency exit lighted sign at interior of exit doors.
6. HVAC: The building will have one (1) HVAC, 19 SEER or better ductless unit, BTU and tonnage rating appropriate to size of room with dual zone capability. Exterior unit secured to concrete pad or to wall. Securable wall vents for air circulation during power outage.
7. The interior will be finished out with drywall and sealant to protect against moisture and mold, sealed trim to protect against weathering and air flow and sealed concrete floor.
8. The exterior will be finished in a fashion to resemble the adjacent structure, with color matched metal walls and metal roof. Roof drainage shall be deflected to an appropriate area by use of gutters and/or drains to mitigate erosion.

9. Slab must have footings at least 18" deep and 24" wide. Entire pad must be overdug 12" both wide and deep of building footprint, backfilled with suitable material.
10. Inside building height shall be at least 8'.
11. Building and exterior design will be provided to Cherokee Nation after bid award for approval, before construction.
12. A fire suppression system (automatic or manual) shall be install in accordance to law or federal and state requirements.
13. Electrical tie in shall be to the adjacent building or power pole and to the generator, to include all materials and or trenching as needed.
14. References for past jobs shall be submitted with bid.
15. A timeline and schedule shall be provided with bid stating potential start date and projected job length. Weather days may be permitted upon request and documentation for weather circumstances.
16. A site visit can be arranged upon request.
17. A pre-construction meeting will be set after award of contractor.
18. All pre-construction utility marking and locations will be supplied by the contractor.
19. A 22KW multi-fuel generator will be placed, secured, protected and wired into the shelter for backup generation power when needed. All necessary switches and boxes will be provided by the contractor. Fuel source will be propane and shall be connected by contractor.
20. Jobsite shall be cleaned of all construction material, trash and debris prior to final payment. Sod shall be placed on all bare/disturbed ground where grass was present. Trenches shall be backfilled with appropriate material and covered/capped with new like material that was removed. Including; asphalt, concrete or sod.
21. Appropriate PPE shall be wore at all times during construction. High visibility safety barriers for the public shall be placed to include fence, netting, cones or other materials. Construction water runoff shall be mitigated.
22. Appropriate signage shall be installed on the inside and outside of the building. Description, material and contents of signage shall be approved by Cherokee Nation before install.
23. An exterior green all-weather and tamperproof light shall be attached to exterior, near south exterior door and switched from inside to signal when shelter is open to public.
24. South exterior shelter exit will have a concrete walkway poured to tie into asphalt parking lot.
25. Contractor will complete attached "Post Construction 361 Certificate" with all information, signed and stamped per certificate instructions.

ATTACHMENTS: Photos of adjacent building for exterior finish typing. Maps of location for building. Post Construction 361 Certificate Engineering Analysis Form.

NW NE
300 330 30 60
☉ 360°N (T) LAT: 35.847850 LON: -95.012017 ±32ft ▲ 877ft



Safe Shelter
Cherokee Nation EM

Immersion School
10 Dec 2020, 12:43:14



☉ 270°W (T) LAT: 35.847778 LON: -95.011996 ±49ft ▲ 877ft



Safe Shelter
Cherokee Nation EM

Immersion School
10 Dec 2020 12:43:38



☉ 182°S (T) LAT: 35.847766 LON: -95.011980 ±45ft ▲ 877ft



Safe Shelter
Cherokee Nation EM

Immersion School
10 Dec 2020, 12:43:52



☉ 90°E (T) LAT: 35.847799 LON: -95.011996 ±13ft ▲ 878ft



Safe Shelter
Cherokee Nation EM

Immersion School
10 Dec 2020, 12:44:01



☀ 219°SW (T) LAT: 35.847892 LON: -95.011959 ±19ft ▲ 877ft



Safe Shelter
Cherokee Nation EM

Immersion School
10 Dec 2020, 12:44:23



☉ 245°SW (T) LAT: 35.847856 LON: -95.011883 ±16ft ▲ 876ft



Safe Shelter
Cherokee Nation EM

Immersion School
10 Dec 2020, 12:44:42



**Post Construction
Hazard Mitigation Grant
FEMA GUIDANCE 361 CONSTRUCTION CERTIFICATE
Engineering analysis**

Grant/Project: _____

Applicant Name: _____

Soil Preparation

Soil analysis and test were conducted? YES _____ NO _____

Comments: _____

Foundation

_____ inches of reinforced concrete at _____ PSI. Reinforced with number _____
rebar and spacing at _____ inches. Rebar connection type _____.

Wall Connection materials used and method _____

Comments: _____

Exterior Walls

_____ inches of reinforced concrete at _____ PSI. Reinforced with number _____
rebar and spacing at _____ inches. Rebar connection type _____.

Wall to ceiling connection materials used and method _____

Comments: _____

Exterior Door/Hardware

Doors and hardware have been tested and meet FEMA 361. YES _____ NO _____

Doors and hardware are rated for 250 MPH winds and debris impact. YES _____ NO _____

Ceiling

_____ inches of reinforced concrete at _____ PSI. Reinforced with number _____ rebar and spacing at _____ inches. Rebar connection type _____.

A sloping, metal, seam roof placed on the deck for protection from climate conditions.

Roof materials used: _____

Comments: _____

Mechanical/Plumbing/Electrical

The following items are provided in accordance with FEMA 361 as well as all applicable codes and standards.

Emergency ventilation. YES _____ NO _____

Emergency lighting. YES _____ NO _____

Bathroom Facilities. YES _____ NO _____

ADA Access. YES _____ NO _____

First Aid Kit(s) YES _____ NO _____

Fire Extinguisher(s) YES _____ NO _____

Design Information Sign. YES _____ NO _____

This document must be stamped by the Architect/Engineer.

This facility was built to meet or exceed the design criteria found in FEMA Guidance 361, the Americans with Disability Act, and all other applicable codes and standards.

Engineer or Architect

Date

Applicant

Date

ATTACHMENT A

WAGE RATES

"General Decision Number: OK20210067 01/01/2021

Superseded General Decision Number: OK20200067

State: Oklahoma

Construction Type: Building
Building Construction -does not include residential construction consisting of single family homes and apartments up to and including 4 stories.

Counties: Adair and Cherokee Counties in Oklahoma.

Note: Under Executive Order (EO) 13658, an hourly minimum wage of \$10.95 for calendar year 2021 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 \$10.95 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 2021. 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.

Modification Number Publication Date

0 01/01/2021

BOIL0592-001 01/01/2017

	Rates	Fringes
BOILERMAKER.....	\$ 28.47	21.88

ELEC0584-006 05/28/2018

	Rates	Fringes
ELECTRICIAN (Excludes Low Voltage Wiring and Installation of Alarms and Sound and Communication Systems).....	\$ 30.43	7%+9.70

ELEV0083-003 01/01/2020

	Rates	Fringes
ELEVATOR MECHANIC.....	\$ 42.02	34.765+a+b

PAID HOLIDAYS:

a. New Year's Day, Memorial Day, Independence Day, Labor Day, Veteran's Day, Thanksgiving Day, the Friday after Thanksgiving, and Christmas Day.

b. Employer contributes 8% of regular hourly rate to vacation pay credit for employee who has worked in business more than 5 years; 6% for less than 5 years' service.

ENGI0627-022 06/01/2019

	Rates	Fringes
POWER EQUIPMENT OPERATOR:		
Group 1.....	\$ 31.05	13.75
Group 2.....	\$ 29.35	13.75
Group 3.....	\$ 28.80	13.75
Group 4.....	\$ 28.00	13.75
Group 5.....	\$ 26.90	13.75
Group 8.....	\$ 23.65	13.75

Group10.....\$ 22.20 13.75

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; BACKHOE; TRACKHOE; EXCAVATOR

GROUP 5: BULLDOZER

GROUP 8: FORK-LIFT

GROUP 10: OILER

IRON0584-010 06/01/2019

	Rates	Fringes
IRONWORKER, STRUCTURAL.....	\$ 26.00	15.35

* PLUM0430-022 10/01/2020

	Rates	Fringes
PIPEFITTER (Including HVAC Pipe and Unit Installation).....	\$ 32.25	13.98

SHEE0270-009 06/01/2017

	Rates	Fringes
SHEET METAL WORKER (Including HVAC Duct Installation).....	\$ 31.89	14.31

SUOK2012-047 06/18/2012

	Rates	Fringes
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BRICKLAYER.....	\$ 20.00	0.00	
CARPENTER.....	\$ 13.42	0.00	
CAULKER.....	\$ 20.00	1.61	
CEMENT MASON/CONCRETE FINISHER...	\$ 16.91		0.61
ELECTRICIAN (Alarm Installation).....	\$ 20.47	4.52	
ELECTRICIAN (Low Voltage Wiring).....	\$ 21.14	4.96	
ELECTRICIAN (Sound and Communications Systems Installation).....	\$ 22.10	5.76	
LABORER: Common or General.....	\$ 11.51		0.00
LABORER: Mason Tender - Brick...	\$ 10.25		0.00
LABORER: Mason Tender - Cement/Concrete.....	\$ 13.04	0.00	
LABORER: Pipelayer.....	\$ 12.93	0.00	
PAINTER: Brush, Roller and Spray.....	\$ 13.56	0.00	
PLUMBER, Excludes HVAC Pipe Installation.....	\$ 24.66	10.36	
ROOFER.....	\$ 15.00	0.29	
SPRINKLER FITTER (Fire Sprinklers).....	\$ 39.95	0.38	

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.

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)).

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.

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

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ATTACHMENT B

PREPARATION OUTLINE FORM

MANDATORY DOCUMENT

**PREPARATION OUTLINE
MANDATORY DOCUMENT**

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.

1. Preparation Outline - Attachment B, this form must be signed & dated.
2. Mandatory Response Form - Attachment C of RFP packet
3. Previous Work History Form – Attachment D of RFP packet
4. Non-Collusive Affidavit Form – Attachment E of RFP packet
5. Statement Providing Indian Preference In Employment & Training – Attachment F of RFP packet
6. Statement Providing Indian Preference In Subcontracting – Attachment G of RFP packet
7. Photos or drawings of previous projects listed on Attachment D
8. Preliminary drawings for this project; these drawings can be rough design and non-engineered. The engineered drawings will be required from successful party.
9. TERO Certification (If applicable, to be provided by bidder)

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
STORM SAFE SHELTER; HULBERT, OKLAHOMA**

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 construct a storm safe shelter located in Cherokee County, Hulbert, Oklahoma, 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

Preliminary Drawings – Rough Design 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

ATTACHMENT E
NON-COLLUSIVE AFFIDAVIT
MANDATORY DOCUMENT

**NON-COLLUSIVE AFFIDAVIT
MANDATORY DOCUMENT**

State of _____

County of _____

_____ being first duly sworn, deposed and says that he/she is a partner or officer of the firm of _____, the party making the foregoing proposal or bid, that such proposal or bid is genuine and not collusive or sham; that said bidder has not colluded, conspired, connived or agreed, directly or indirectly, with any bidder or person, to put in a sham bid or to refrain from bidding, and has not in any manner, directly or indirectly, sought, by agreement or collusion, or communication or conference, with any person to fix the bid price of affiant or any other bidder, or to fix overhead, profit or cost element of said bid price, or that of any other bidder, or to secure any advantage against the Cherokee Nation, or any person interested in the proposed contract; and, that all statements in said proposal or bid are true.

Signed: _____
**(Bidder, if the bid is an individual;
Partner, if the bid is a partnership;
Officer, if the bid is a corporation)**

Subscribed and sworn to before me this _____ day of _____, 20__.

My commission expires _____, 20__.

Notary Public Signature

Commission Number

ATTACHMENT F

**STATEMENT
PROVIDING INDIAN PREFERENCE
IN EMPLOYMENT & TRAINING**

Statement on Providing Indian Preference In Employment and Training Opportunities

The Cherokee Nation has determined that all bidders this solicitation shall to the greatest extent feasible comply with Indian Preferences in providing training and employment opportunities.

Detail your employment and training opportunities and plans to provide preference to Indians in implementing the contract:

Provide the number or percentage of Indians anticipated to be employed and trained.

If less than 100% Indian for new hires explain why:

Provide a list of all core crew (permanent full-time employees) members:

Describe the methods that will be used to train Indian employees _____

Comparable statements from all subcontracts must be submitted.

Company Name

Signature

Date

ATTACHMENT G

**STATEMENT
PROVIDING INDIAN PREFERENCE
IN SUBCONTRACTING**

**Statement on Providing Indian Preference
In the Award of Subcontracts**

The Cherokee Nation has determined that all bidders under this solicitation shall to the greatest extent feasible comply with Indian Preference in the awarding of all subcontracts under the contract.

All bidders must follow this procedure in determining Indian Preference for subcontracts. Awards of subcontract shall be made to the qualified Indian enterprise or organization with the lowest responsive bid if that bid is no more than "X" higher than the total bid price of the lowest responsive bid from any qualified bidder. "X" is determined as follows:

X = lesser of

When the lowest responsive Proposal is less than \$100,000.00 5% of that price

When the lowest responsive Proposal is:
At least \$100,000.00 but Less than \$200,000.00 4.5% of that price

If no responsive proposal by a qualified Indian-Owned economic enterprise or organization is within the stated range of the total price of the lowest responsive proposal from any qualified enterprise, award shall be made to the bidder with the lowest price.

All bidders must submit with their proposal, documentation of the bids or quotations received in subcontracts awarded to a non-Indian enterprise or a non-Indian organization. Failure by the bidder to provide such information shall render the proposal non responsive and the bidder ineligible for award.

Detail your plans to provide Indian Preference in the award of subcontracts:

Company Name: _____

Signature

Date

ATTACHMENT H

ADDITIONAL MANDATORY/REQUIRED DOCUMENTS

ITEMIZED

- **PHOTOS OR DRAWINGS OF PROJECTS LISTED
ON PREVIOUS WORK HISTORY FORM
(Attachment D)**

- **PRELIMINARY DRAWINGS FOR THIS PROJECT. THESE DRAWINGS CAN BE ROUGH DESIGN AND NON-ENGINEERED. THE ENGINEERED DRAWINGS WILL BE REQUIRED FROM SUCCESSFUL PARTY ONLY.**
- **TERO CERTIFICATE (if applicable)**