

#2023-001-025

**REQUEST FOR BIDS
ROOFING SHEET
ASPHALT ROOFING**

SOLICITATION #2023-001-025



Bids Due: April 3, 2023 @ 5:00 P.M.

Housing Authority of the Cherokee Nation

**P.O. Box 1007
Tahlequah, OK 74465
(918) 456-5482**

Housing Authority of the Cherokee Nation

BID REQUEST: ASPHALT ROOFING

The Housing Authority of the Cherokee Nation (HACN) is accepting bids from interested parties for roofing projects located at multiple privately-owned homes throughout the Cherokee Nation Reservation in Northeastern Oklahoma. The scope of work and specifications are included in this bid packet.

Interested parties are to provide a bid to furnish all labor, quality control, materials, supplies and supervision to complete the assigned roofing projects. Interested bidders must follow all directions outlined in this bid packet including the utilization of mandatory bid response sheet to be considered fully responsive.

Project award will be based on bid responsiveness, bidder responsibility (capability) to complete the assigned project, cost, geographic location, contractor availability, and Indian preference. The successful bidder will be issued an agreement and a purchase order incorporating the bid response. The HACN reserves the right to award to multiple bidders.

Bids are due April 3, 2023 by 5:00 p.m.

MANDATORY SUBMITTAL INFORMATION: Bid submittal requirements must be followed. Each bid must be submitted on the prescribed, required form with all areas completed. Bids may be faxed to the attention of Whitney Cochran at (918) 431-9306 or e-mailed to whitney.cochran@hacn.org. It is the bidder's responsibility to ensure delivery of bids by **April 3, 2023 by 5:00 p.m.** Any bids received after the designated date and time will be ineligible for award.

Interpretation of the Bid Documents: All questions or requests for interpretation of the bid must be submitted in written format to HACN and e-mailed to whitney.cochran@hacn.org. Requests may also be faxed to (918) 431-9306, Attention: Whitney Cochran, Contracts Department.

- a) To be given consideration, questions and interpretation requests must be received no later than **March 24, 2023 by 5:00 p.m.**
- b) Any and all such answers and interpretations and any supplemental instructions will be in the form of written addenda to the bid which, if issued, will be communicated in written format to all prospective bidders not later via a posting on the Cherokee Nation website, www.cherokeebids.org with bid announcement. Due date for interpretations for this bid shall be **March 28, 2023 by 5:00 p.m.**
- c) No answers or interpretation of the bid documents will be made to any bidder orally.
- d) 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.

Bid Acceptance: Bids will be accepted from Indian and Non-Indian bidders. HACN reserves the right to reject any and all bids. HACN reserves the right to determine if a bid meets stated requirements, and to award a purchase order for the bid that is in the best interest of the HACN including 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. To be considered, bids must be received by the specified date and time; any bid received after stipulated date and time will be returned unopened. No bidder may withdraw their bid within 30 days after proposal due date.

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) 453-5000. Proof of TERO certification must accompany and be included in bid submittal.

TERO Requirements: Cherokee Nation TERO Office requirements apply to award of agreement; including fee of ½ of 1% of contract award. Successful bidder must complete required TERO paperwork and pay all applicable fees in accordance with the current Legislative Act for this project. Please contact Cherokee Nation Tribal Employment Rights Office (T.E.R.O.) at (918) 453-5000 with any questions. The successful bidder must have fees and all paperwork submitted to TERO for agreement to be considered fully executed.

Wage Rate Requirements: All laborers and mechanics employed by contractors and subcontractors shall be paid wages at rates not less than those prevailing on projects of character similar in the locality as determined by the Secretary of Labor in accordance with the Davis-Bacon Act. Wage rates (based on county) will apply to projects to be completed. *Please see wage rates by county included in the attachments.*

Buy American – Recovery Act provisions: The buy American provisions direct that all of the iron, steel, and manufactured goods used in the project are produced or manufactured in the United States for a project for the construction, alteration, maintenance or repair of a public building or public work. This Buy American provision is applicable only to iron, steel, and manufactured good brought to the construction site for incorporation into a public building or public work. Products that do not fit the definition of manufactured goods are not covered.

Laws and Regulations: The bidder's attention is directed to the fact that all applicable State Laws, municipal ordinances, and the rules and regulations of all authorities having jurisdiction over construction of the 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.

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 HACN, Attn: Whitney Cochran (whitney.cochran@hacn.org) no later than on or before **March 24, 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.

Verbal Instructions: Interested parties shall not initiate or execute any negotiation, decision, or action arising from any verbal discussion with any HACN employee. Only written communications from the designated Contact Person at HACN 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.

Qualifications of Bidder: The NATION may make such investigations as deemed necessary to determine the ability of the bidder to perform the work, and the bidder shall furnish to the NATION all such information and data for this purpose as the NATION may request. The NATION reserves the right to reject any bid if the evidence submitted by, or investigation of, such bidder fails to satisfy the NATION such bidder is properly qualified to carry out the obligations of the contract and to complete the work contemplated therein. Conditional bids will not be accepted.

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 also be acceptable to NATION. Any proposed subcontracts must be approved by the NATION, and the TERO office must be consulted prior to subcontractor being on site to ensure all appropriate forms, paperwork, and approvals are in place. Successful bidder will be required to complete the Request for Acceptance of Subcontractor at time of contract signing if subcontractor to be utilized. All sums due to any suppliers or subcontractors must be paid or will be paid within ten (10) days of receipt of any money received from the HACN under any executed Agreement.

Method of Award – Lowest Bid That Contains Lowest Most Responsive/Reasonable Offer From Qualified Bidder: After consideration of price and other stated factors, the project will be awarded to the bidder whose bid is determined to be the lowest most responsive/reasonable offer taking Indian Preference into consideration and in the best interest of the Nation to accept. Award shall be made under unrestricted solicitations to the lowest, most responsive/reasonable bid from a qualified economic enterprise or organization within the maximum total budget price established for the specific project or activity being solicited in accordance with HACN Policy & Procedures. Indian/TERO Preference will be given only to bidders who provide proof of current TERO certification from the Cherokee Nation Tribal Employments Office (TERO) in accordance with current HACN Policy. Proof of TERO certification must accompany and be included in sealed 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 HACN 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: HACN reserves the right to waive any informalities or to reject any and all bids. Award 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.

Drug Free Workplace and Tobacco Free Workplace: 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. The HACN 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 bidder's Drug Free Workplace statement shall be included with the proposal or else the successful bidder will be deemed to accept and agree to use the statement provided by NATION. The Contractor understands and recognizes that all HACN 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.

Contractor's Insurance Requirements: 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 HACN 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:

- 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. Contractor's worker's compensation policy shall include a waiver of subrogation in favor of the Housing Authority of the Cherokee Nation.
- 2) 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 Housing Authority of the Cherokee Nation.
Limits of Liability:
Bodily Injury and Property Damage Combined: \$100,000
(each occurrence)
- 3) Automobile Coverage:
Vehicles Covered:
All Autos
Hired Autos

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Non-owned Autos

Limits of Liability:

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

NOTE: The Contractor shall either: (1) require each of his subcontractors to procure and to maintain during the life of his subcontract, Subcontractor's Public Liability and Property Damage for the type and in the same amounts as specified above, or (2) insure the activities of this subcontractors in his own policy. Each subcontractor policy must also name HACN as an additional insured with respect to general liability and auto liability.

Material Specifications & Requirements

MATERIAL SPECIFICATIONS:

Asphalt Shingles: Asphalt-coated glass felt, mineral granule surfaced, complying with ASTM D3462/D3462M.

1. Fire Resistance: Class A, conforming to ASTM E108.
2. Wind Resistance: Class F, when tested in accordance with ASTM D3161/D3161M.
3. Algae Resistant.
4. Hail Impact Rating: Class 3 or 4.
5. Self-sealing or interlocking type.
6. Style: Staggered edge butt.
7. Color*: As selected by Housing Authority Inspector or Housing Rehab staff, and will be limited to three color options:
 1. Weathered Grey
 2. Charcoal
 3. Tan

** - Varies from Section 073113-Asphalt Shingles, Construction Documents. In such cases this RFB supersedes the specification.*

Subject to compliance with requirements, available manufacturers offering products that may be incorporated into the Work include, but are not limited to, the following:

1. Asphalt Shingles:
 - a. Atlas Roofing Corporation: www.atlasroofing.com/#sle
 - b. GAF: www.gaf.com/#sle
 - c. Owens Corning Corp: www.owenscorning.com/#sle
 - d. Malarkey Roofing Products: www.malarkeyroofing.com
 - e. Substitutions: See Section 016000 - Product Requirements

For additional information on the specifications, see the provided "Construction Documents, 12/01/22), Section 073113 and accompanying detailed drawings contained in "Cherokee Nation + Speaker Housing" from Blue River Architects.

If any discrepancies exist between the specification manual and this Request for Bids, the Request for Bids shall contain the most recent information.

Interested bidders are to provide product specifications with bid submittal.

Warranties/Workmanship:

The contractor/subcontractor shall warranty his work against faulty materials or workmanship for a period of One (1) Year and replace same at the direction of the Housing Authority of the Cherokee Nation (HACN) at no cost to the homeowner and/or the Housing Authority of the Cherokee Nation. The one-year period shall begin on the date

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of the final acceptance (inspection) for the completed job by the Inspector or designee. All labor shall have a one (1) warranty.

The contractor/subcontractor shall present all manufacturers' warranties to the homeowner with a copy to the Housing Authority of the Cherokee Nation upon completion of the work and submitted with all closing documents and final invoice.

Term for Pricing:

Amounts in submitted in bid package are to be honored for 120 days.

MANDATORY BID RESPONSE SHEET ASPHALT ROOFING

The General Contractor, as Bidder, agrees to perform all work as shown and called for in the scope of work and specifications for the HACN, that is shown to be the Base Bid. The Work will be completed within the specified number of working days of acceptance of this bid, a fully executed agreement, and receipt of a Notice to Proceed in the form of a purchase order. The Bidder agrees to furnish all labor and materials for the Base Bid for the sum of:

Labor and Materials (provide cost of both for each line item):

Installation of shingles includes tear-off and disposal of all existing materials, installation of new felt, shingles, flashing and rain edge, and should include approximately 200sf of decking replacement.

For bid purposes HACN requests cost per square foot only

Installation of Shingles \$ _____/sf
Replacement of roof jacks \$ _____/ea

Some projects may require additional replacements over and above the list above. If so, please specify the cost below, and note that all must be approved prior to replacement by HACN Rehab staff.

Replacement of fascia (as required/approved) \$ _____/sf
Replacement of Additional Deck (as required/approved) \$ _____/sf

HACN may elect to supply the asphalt shingles and felt necessary for this project. As an alternative, provide the pricing below for shingle installation if HACN elects to supply the shingles. If so, all other materials to be supplied by the contractor for each project:

Labor Only

Installation of felt and shingles \$ _____/sf

Additional Requirements for Consideration

Work Area(s) Preference: Area 1 Area 2 Area 3 Area 4

*Refer to the HACN Area Map included, **Area 1)** Adair, Cherokee, Wagoner **2)** Craig, Nowata, Rogers, Tulsa, Washington **3)** McIntosh, Muskogee, Sequoyah **4)** Delaware, Mayes, Ottawa*

Number of days to complete a 'typical' roof: _____ days

All specifications met: Yes No

Product Specifications Included: Yes No

Note to bidders regarding TERO 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)

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SUBMITTED:

Company Name

Company Address

Company Address

Authorized Signature

Print Name & Title

Company phone number & email address

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 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

Map: Housing Authority Areas

