

REQUEST FOR BIDS

RFB for Concrete of seven (7) duplex buildings and two (2) four-bedroom units – a total of 16 units, in Tahlequah, OK.



Today's Performance is Tomorrow's Opportunity



RFB # 033100

Bid Solicitation: # 033100

Bids Due: May 12, 2023, at 5:00 P.M.

**Arrowhead Contracting, Inc.
1700 W Albany Street, Ste 200
Broken Arrow, Oklahoma 74012
(918) 806-2100**

and

**Housing Authority of the Cherokee Nation
P.O. Box 1007
Tahlequah, OK 74465
(918) 456-548**



Request for Bids Detailed Announcement

GENERAL:

Arrowhead Contracting, Inc. (hereinafter referred to as "Arrowhead") and The Housing Authority of the Cherokee Nation (hereinafter referred to as "HACN") is seeking bids from qualified sub-contractors for the concrete construction of seven (7) duplex buildings and two (2) four-bedroom units. Interested parties are to provide bids to furnish all necessary labor, quality control, licenses, material, equipment, tools, supplies, permits, insurance, and supervision to complete the entire scope of work and to perform the work required thereof within the time specified after receipt of "Notice to Proceed". The sub-contractor will propose an aggressive timeline for completion of work that will be agreed to by Arrowhead and form part of the contract. Contract extensions will only be allowed under extenuating circumstances. The Scope of Work and Specifications are available in the bid packet, along with all information and all necessary form documents.

Bids will be awarded to the lowest, most responsive/responsible bidder.

Arrowhead and the HACN reserves the right to reject any and all bids. Arrowhead and the HACN reserves the right to determine if a bid meets stated requirements, and to award a contract that is in the best interest of Arrowhead and the HACN, considering but not limited to the total cost and capability of the bidder. Bidders are responsible for all cost associated with the preparation and submission of bids. No bidder may withdraw their bid within 30 days after closing date.

The deadline for bids is **May 12, 2023 at 5:00 p.m.** The bids must be emailed to the following personnel: Kimmie Harris at kharris@arrowhead-usa.com and nlimore@arrowhead-usa.com. Or Bids may be hand delivered to 1700 W. Albany St. Ste. 200 Broken Arrow, OK 74012. It is the bidder's responsibility to ensure delivery of bids by designated due date and time.

BIDS MUST BE RECEIVED ON OR BEFORE THE DEADLINE TO BE CONSIDERED. BIDS MUST BE CLEARLY MARKED "BID ENCLOSED, CONCRETE CONSTRUCTION RFB #033100". LATE BIDS WILL NOT BE CONSIDERED AND WILL BE RETURNED UNOPENED.

Wage Rate:

For this project, **Davis-Bacon Act WD # OK20230005** is applicable and included in the bid packet. Any state or Tribal law requiring the payment of wage rates that exceed the corresponding Federal rate is inapplicable and shall not be enforced.

INDIAN PREFERENCE:

Indian preference will be given only to sub-contractors who provide proof of current certification from the Cherokee Nation Tribal Employments Rights Office (TERO) located in Tahlequah, OK. Proof of TERO certification must be included with the bid. This bid is subject to Section 7 (b) of the Indian Self- Determination and Education Assistance Act (25 U.S.C. 405 e), which requires in part, that to the greatest extent feasible, preference in the award of the contracts and subcontracts shall be given to Indian Organizations and Indian Owned Economic Enterprises. Cherokee Nation TERO Office requirements apply, including fee of ½ of 1% of contract award. The successful contractor must complete the TERO Labor Agreement and pay all applicable fees, including \$25 per day for every non-Indian employee working on this project in accordance with Legislative Act 01-14. Please contact TERO at 918-453-5334 with any questions. The successful bidder must have all fees and paperwork submitted to TERO for a contract to be considered fully executed.

Information for Bidders

Bid Documents

Arrowhead and the HACN invite bids on the attached bid form. All sections of the form must be completed.

Interested bidders must submit, at a minimum, the following completed bid sheets, and attachments in the bid packet to be considered fully responsive/responsible bidders: Preparation Outline (must be completed and all sections returned); Mandatory Bid Response Sheet, Non-Collusive Affidavit, Previous Work History Form; TERO Certification (if applicable, to be provided by bidder).

Bids prepared and submitted in accordance with these provisions may be considered informal; Arrowhead and the HACN may waive any informalities (immaterial variations) or reject any and all bids. Any bid may be withdrawn prior to the scheduled bid opening or authorized postponement. Any bid received from a bidder who does not sign for the packet in the office or who submits their bid after the specified deadline will not be considered and will be returned unopened.

Qualifications of Bidder

Arrowhead and the HACN may make such investigations as deemed necessary to determine the ability of the bidder to perform the work, and the bidder shall furnish to Arrowhead and the HACN all such information and data for this purpose as Arrowhead and the HACN may request. Arrowhead and the HACN reserves the right to reject any bid if the evidence submitted by, or investigation of, such bidder fails to satisfy Arrowhead and the HACN that the bidder is properly

qualified to carry out the obligations of the contract and to complete the work. Conditional bids will not be accepted.

Bidders shall list prior work experience on other construction jobs and furnish references on the Previous Work History Form.

Debarment, Suspension, proposed Debarment, and other Responsibility Matters:

No Sub-contracts/Purchase Orders shall be awarded to debarred, suspended, or ineligible contractors, under Executive Order 12549 (Debarment and Suspension). Sub-contractors may be suspended, debarred, or determined ineligible by HUD regulations (24 CFR Part 24) or by other Federal agencies (e.g., Department of Labor, for violations of Labor Regulations) when necessary to protect the Housing Authority of the Cherokee Nation in its business dealings. The HACN may suspend or debar a contractor under state, local or tribal laws as applicable.

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 Bid:

- 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 anti-trust 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 governmental entity with, commission of any of the offenses enumerated in this provision, or
- 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 Arrowhead and 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.

Insurance Requirements: (For Successful Bidder Only)

Before performing contractual services on the behalf of Arrowhead and the HACN, compliance with the following insurance requirements must be verified. Provide an original Certificate of Insurance naming Arrowhead Contracting, Inc. as certificate of insurance holder and the HACN as an additional certificate holder.

Certificate should read:

Arrowhead Contracting, Inc.
1700 W Albany St, Ste 200
Broken Arrow, OK 74012

And (additional certificate holder)

Housing Authority of the Cherokee Nation
Attn. Contracts Dept.
P.O. Box 1007
Tahlequah, Oklahoma 74465

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: \$500,000 each accident
Bodily Injury by Disease: \$500,000 policy limit
Bodily Injury by Disease: \$500,000 each employee
Oklahoma Statute requires Worker's Compensation coverage for anyone with one (1) or more employees.
2. General Liability:
Coverage:
Comprehensive (including products/completed operations)
Limits of Liability:
Bodily Injury and Property Damage Combined: \$1,000,000
(Each Occurrence)
3. Automobile Coverage:
Vehicles Covered:
All Autos
Bodily Injury and Property Damage Combined: \$300,000
Hired Autos
Non-Owned Autos
Limits of Liability:
4. The scope of work must be fully completed within the agreed timeline or \$1,000.00 per working day will be charged to the contractor for each day that work continues beyond the contract end date Contract Extensions will only be allowed under extenuating circumstances.
5. The sub-contractor shall verify, on job site, all quantities, measurements or dimensions, conditions, plans, scope of work and write up before submitting this bid. There will be no

RFB # 033100

Change Order to prices based on mistaken quantity count, measurements, or dimensions.

Performance Bond must be provided

Interpretation of the Bid Documents

The failure or omission of any bidder to examine any form, instrument or document shall in no way relieve any bidder from any obligation in respect of his bid.

Site Inspections

At the time of the opening of bids, each bidder will be presumed to have:

- Inspected the site
- Familiarized themselves with any existing conditions
- Read and became thoroughly familiar with the plans and contract documents.

Site Inspections may be scheduled for eligible bidders by contacting Rick Smith at (805)512-3242 or email rsmith@arrowhead-usa.com.

PREPARATION OUTLINE

The following information must be submitted and signed as indicated with bid. All information must be submitted for any bid to be considered responsive and responsible.

- a. Preparation Outline (this form, must be signed and dated)
- b. Mandatory Bid Response Form
- c. TERO Certification (Bidder to provide if applicable)
- d. Non-Collusive Affidavit
- e. Previous Work History Form
- f. Contractors Drug Free Workplace Statement or Agreement to follow HACN Drug Free Workplace statement (Copy of contractors or signed statement to agree to HACN) must be included in bid.
- g. Proposed timeline to complete scope of work (Bidder to provide)

SPECIAL INSTRUCTIONS

**** Be advised that all responsive proposals will be evaluated as outlined in this solicitation packet.**

Authorized Signature

Title

Company Name

Date

**MANDATORY BID RESPONSE SPREADSHEET – ARROWHEAD AND THE HACN
BID SOLICITATION # 033100**

The Sub-Contractor, as Bidder, agrees to perform all work as shown and called for in the scope of work and specifications for Arrowhead and the HACN.

Scope of Work:

Scope of work for Concrete for seven (7) duplex buildings and two (2) four-bedroom units – nine (9) structures.

The sub-contractor must perform the following.

The sub-contractor must supply Labor, Equipment, and rebar for this project.

1. Concrete construction – Digging, Forming and Finishing Concrete Footings: Contractor must provide all forming materials, rebar, r Board insulation for the footing perimeter of dwelling structures, and labor for installation and pouring.
2. Concrete Construction -- Forming and Finishing Concrete Slabs: Sub-contractor must provide all forming materials, moisture barrier, screening material for back grading and back filling under slabs, and labor for backfilling and installation of post tension cables.
3. The sub-contractor must provide all clean up and take down forms.
4. The sub-contractor will perform all tasks and provide a timeline with scheduled start date.
5. The Sub-contractor will have to self-perform all scopes of work per construction contract. No Subcontracting
6. The Sub-contractor will comply with Tero laws, rules and pay Tero fees.
7. The Sub-contractor will provide a list of number of employees and Native American credentials on employee.
8. Please see attachment of civil plans and drawing.

The work will be completed within the proposed timeline from start date, acceptance of this proposal, and issuance of the Notice to Proceed. Contract Extensions will only be allowed under extenuating circumstances. The Bidder agrees to furnish all necessary labor, quality control, licenses, material, equipment, tools, supplies, permits, insurance, certified payroll reports, and supervision to complete the entire scope of work and to perform the work required thereof for the sum of:

GRAND TOTAL \$ _____

Time to Complete _____ – Within agreed timeline from the established start date.

RFB # 033100

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

TERO Certified Contractor: _____YES _____NO
(Proof of Certification must accompany all bids)

SUBMITTED:

COMPANY NAME

COMPANY ADDRESS

PRINT NAME & TITLE

AUTHORIZED SIGNATURE

DATE

PHONE/FAX

EMAIL ADDRESS

NON-COLLUSIVE AFFIDAVIT

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 and 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 Housing Authority of 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

Drug Free and Tobacco Free Workplace:

- a) Any Sub-contractor performing work for Arrowhead and 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) Arrowhead and the HACN will consider lack of enforcement or lax enforcement of the statement by the Sub-contractor a default of the contract.
- c) The Sub-contractor further agrees to provide all persons engaged in the performance of the contract with a copy of the statement.
- d) A copy of the Sub-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 Nation.
- e) The Sub-contractor understands and recognizes that all Arrowhead and the HACN buildings, whether leased or owned, and the grounds surrounding those facilities are considered by the Nation to be a tobacco free workplace. The Sub-contractor will ensure all employees, subcontractors, and other workers will abide by this policy.

Please mark one and sign:

I have my own (Sub-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: _____

RFB # 033100

Previous Work History Form

Employer	Contract Amount	Size	Describe Work	Disclosure	Address

Davis-Bacon Act WD # OK20230005

"General Decision Number: OK20230005 01/06/2023

Superseded General Decision Number: OK20220005

State: Oklahoma

Construction Type: Residential

Counties: Adair, Cherokee, Craig, Delaware, Mayes, Nowata, Ottawa and Washington Counties in Oklahoma.

RESIDENTIAL CONSTRUCTION PROJECTS (consisting of single family homes and apartments up to and including 4 stories)

Note: Contracts subject to the Davis-Bacon Act are generally required to pay at least the applicable minimum wage rate required under Executive Order 14026 or Executive Order 13658. Please note that these Executive Orders apply to covered contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but do not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(2)-(60).

If the contract is entered	. Executive Order 14026	
into on or after January 30,	generally applies to the	
2022, or the contract is	contract.	
renewed or extended (e.g., an	. The contractor must pay	
option is exercised) on or	all covered workers at	
after January 30, 2022:	least \$16.20 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 2023.	
If the contract was awarded on	. Executive Order 13658	
or between January 1, 2015 and	generally applies to the	
January 29, 2022, and the	contract.	
contract is not renewed or	. The contractor must pay all	
extended on or after January	covered workers at least	
30, 2022:	\$12.15 per hour (or the	
	applicable wage rate listed	
	on this wage determination,	
	if it is higher) for all	
	hours spent performing on	
	that contract in 2023.	

The applicable Executive Order minimum wage rate will be adjusted annually. If this contract is covered by one of the Executive Orders and a classification considered necessary for performance of work on the contract does not appear on this wage determination, the contractor must still submit a conformance request.

Additional information on contractor requirements and worker protections under the Executive Orders is available at

RFB # 033100

<http://www.dol.gov/whd/govcontracts>.

Modification Number Publication Date

0 01/06/2023

SUOK1997-001 09/01/1997

	Rates	Fringes
Air Conditioning Mechanic.....	\$ 7.25 **	
BRICKLAYER.....	\$ 7.25 **	
CARPENTER.....	\$ 7.25 **	
CEMENT MASON/CONCRETE FINISHER...	\$ 7.25 **	
Drywall Installer & Sheetrocker.....	\$ 7.25 **	
ELECTRICIAN.....	\$ 7.25 **	
FLOOR LAYER: Carpet.....	\$ 7.25 **	
Insulation Installer.....	\$ 7.25 **	
Ironworker.....	\$ 7.25 **	
LABORER		
Laborers.....	\$ 7.25 **	
PAINTER		
Brush.....	\$ 7.25 **	
Tapers and Finishers.....	\$ 7.25 **	
PLUMBER/PIPEFITTER.....	\$ 7.25 **	
Power equipment operators:		
Backhoe.....	\$ 7.25 **	
Bulldozers.....	\$ 7.25 **	
Graders.....	\$ 7.25 **	
Tractors (small).....	\$ 7.25 **	
Trenching machine.....	\$ 7.25 **	
ROOFER.....	\$ 7.25 **	
Sheet metal worker.....	\$ 7.25 **	
TILE SETTER.....	\$ 7.25 **	
TRUCK DRIVER.....	\$ 7.25 **	

WELDERS - Receive rate prescribed for craft performing
operation to which welding is incidental.

=====
** Workers in this classification may be entitled to a higher
minimum wage under Executive Order 14026 (\$16.20) or 13658
(\$12.15). Please see the Note at the top of the wage

RFB # 033100

determination for more information.

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

<https://www.dol.gov/agencies/whd/government-contracts>.

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 National Office because National Office has 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

RFB # 033100

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.

=====

END OF GENERAL DECISIO"