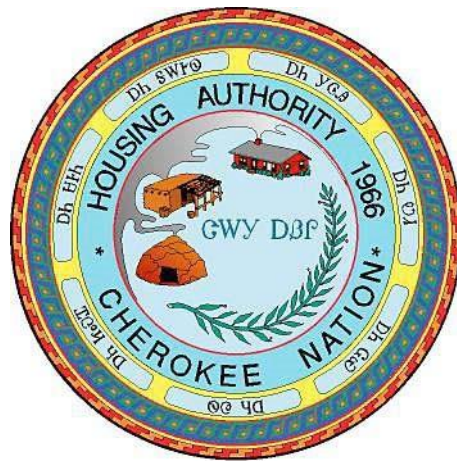


**HOUSING AUTHORITY OF THE CHEROKEE NATION (HACN)
REQUEST FOR BID**

**NEW HOME CONSTRUCTION
WARRIOR ADDITION - MUSKOGEE, OK**



RFB Response Due Date: 06/23/2023

**HOUSING AUTHORITY OF THE CHEROKEE NATION
P.O. Box 1007
Tahlequah, OK 74465
(918)456-5482**

HOUSING AUTHORITY OF THE CHEROKEE NATION (HACN)

REQUEST FOR BID – HOME CONSTRUCTION

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 reservation of the Cherokee Nation (hereinafter “Nation”) covers 14 counties in Northeast Oklahoma.

The Housing Authority of the Cherokee Nation (HACN) is an entity of the Cherokee Nation, a sub-recipient of various federal grants, and a partner in numerous projects funded by the Tribe.

BACKGROUND:

The proposed site is located on the north side of East Hancock Street, one third of a mile east of South York Street, Muskogee, Oklahoma. It consists of approximately 12 acres. Land use and subdivision activities are approved by the City of Muskogee. Storm water, contractor permits, water, electric and sanitary sewer approvals are by the City of Muskogee Public Works Department. Planning and Building Permits would go through the City of Muskogee Planning Department. Natural gas, telephone and cable communications are provided by public franchises.

OBJECTIVE:

The objective of the RFB is to receive bids for the specific project outlined in this RFB. The construction project for the Housing Authority of the Cherokee Nation (HACN) consists of the site work for the development of subdivision and three (3) single home type 1, four (4) single home type 2, one (1) single handicap accessible home type 3, and four (4) single home type 4. The House Plans and Site Plan issued by the Architect/Engineer are included for reference. The HACN is requesting bids to be based on these plans, but upon negotiations, the plans may be altered at the request of the HACN.

MANDATORY INFORMATION TO BE PROVIDED IN RESPONSE:

- The Contractor must submit a copy of the front and back of their TERO Certification issued by the Cherokee Nation, if applicable. Non-Indian vendors are eligible to bid.
- Include a sample certificate of insurance evidencing the policies, limits, and applicable endorsements described in the insurance section of this RFB.
- The Contractor must include bid bond of 1% in RFB.
- Include Schedule of Values.
- Include Construction Schedule.

VERBAL INSTRUCTIONS:

Optional Prebid meeting will be held on-site **Tuesday, June 6th, 2023, at 11:00 a.m.** Interested parties shall not initiate or execute any negotiation, decision, or action arising from any verbal discussion with any Cherokee Nation or HACN employee. Only written communications from the designated contact person may be considered a duly authorized expression on behalf of

the HACN regarding this RFB. 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.

CONTACT PERSON:

The HACN point-of-contact for the RFB is Erna Reeves, Deputy Executive Director. All communication between any interested Firm and HACN shall be in written format to Erna Reeves at erna.reeves@hacn.org. The subject line of the email communication should state "RFB – WARRIOR ADDITION"

REVIEW AND QUESTIONS:

Firms should carefully review this RFB. Firms shall put any comments and/or questions in writing and submit them to the HACN (Attn: Tonya Lockwood, Contracts Manager) no later than **Tuesday, June 13st, 2023, by 5:00 p.m. CT** at email tonya.lockwood@hacn.org. In the subject line of email, reference "RFB – WARRIOR ADDITION"

ADDENDUM:

Any and all such interpretations and any supplemental instructions, should they be needed, will be in the form of written addenda provided no later than **Friday, June 16th, 2023, by 5:00 p.m. CT**. No interpretation of the RFB requirements will be made to any interested party orally. Failure to receive any issued addendum or interpretation shall not relieve responding party from any obligation contained in RFB document.

NO OBLIGATION:

This RFB does not obligate the HACN to contract for any services.

CANCELLATION:

The HACN retains the right to cancel, modify or amend the RFB process at any time, at the HACN's sole discretion. The HACN shall not be responsible for costs incurred by firms for proposal preparation or any subsequent requests for additional information.

REJECTION OF SUBMITTALS:

The HACN reserves the right to reject any and all submittals received without penalty.

RFB RESPONSE WITHDRAWAL AND CORRECTION:

A response may be corrected or withdrawn by a written request received prior to the due date.

SUBCONTRACTORS OR JOINT VENTURES:

The HACN expects the selected contractor to perform all of the work. Any firm that proposes to employ a subcontractor or subcontractors or enter into a joint venture must disclose this information to the HACN prior to agreement execution. The HACN must approve in writing any subcontractor(s) or joint venture. The HACN in giving acceptance assumes no responsibility in connection with the terms of the subcontract or joint venture.

CONFLICTS OF INTEREST:

Firms submitting a response to this RFB must disclose any actual, apparent, direct or indirect, or potential conflicts of interest that may exist with respect to the firm, management, or employees of the firm relative to any potential future services with the HACN. The disclosure must be included with the RFB submittal.

CONFIDENTIALITY:

Any information provided by the HACN in respect to this RFB contains proprietary information and is shared on a confidential basis. Any information acquired at the HACN or relating to processes belonging to the HACN included in this RFB shall be kept confidential. The Contractor agrees not to use proprietary information in any unauthorized manner or communicate to others any confidential information without the written consent of the HACN and will take such measures as are necessary to require its employees and all approved Subcontractors to maintain complete confidentiality.

MEDIA ANNOUNCEMENTS:

Any and all media announcements pertaining to this RFB, or any subsequent award(s) require the HACN's prior written approval.

OWNERSHIP:

All documents submitted in response to this RFB shall become the property of the HACN and will not be returned to the offerors. Responses received will be retained by the HACN Contracts Department.

INCURRING COSTS:

Any costs incurred by the firm in preparation, transmittal, or presentation of any proposal, or material submitted in response to this RFB shall be borne solely by the vendor. The vendor is responsible for all costs associated with travel for on-site demonstrations.

SUBMITTAL DEADLINE:

Sealed bid may be mailed to the Housing Authority of the Cherokee Nation, Attn: Erna Reeves, P.O. Box 1007, Tahlequah, Oklahoma 74465; or, sealed bids may be hand-delivered to the Housing Authority of the Cherokee Nation, Attn: Tonya Lockwood, HACN Contracts Building, 5006 South Muskogee Ave., Tahlequah, Oklahoma 74464. Sealed bids must be received by the HACN on or before **Friday, June 23rd, 2023, by 5:00 p.m. CT** to be considered eligible for award. Late submittals will not be accepted. Submittal must be sealed and clearly marked "RFB – WARRIOR ADDITION" Sealed responses are to include 1 original, and 3 copies.

SUBMITTALS:

The bids should be concise and cover all areas requested in this RFB. All mandatory documents and mandatory statements must be included with sealed bid and all areas of the rating criteria outlined in the EVALUATION AND SCORING section of this RFB must be fully addressed. The bids should have a Table of Contents and clearly defined sections.

GOVERNING LAW:

The HACN will make this RFB and the successful Offeror's response a part of any future contract. This RFB 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 RFB, 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 RFB 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. There will be no Arbitration, Mediation or Indemnification clauses, and the Nation will not waive sovereign immunity. By submitting a proposal in response to this RFB, the Contractor agrees to these terms and conditions.

LAWS AND REGULATIONS:

The Contractor is advised that 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 any future contract the same as though written out in full.

Wage Rates: The HACN requires the wages for any future contract/project follow the Davis-Bacon Wage Scale. Awarded parties will be required to maintain wage rates paid to employees for any future awarded project and have reports available upon request. In addition, Contractor must adhere to 40 U.S.C.A. §3702 & §3704 per Department of Labor regulations regarding work hours and conditions.

Cherokee Nation TERO law and fees are applicable to any future agreement.

TERM:

Any award based on the "RFB – WARRIOR ADDITION" will be established in a formal Notice to Proceed Letter stipulating a starting date and final completion date agreed upon by both parties.

DEBARMENT, SUSPENSION, PROPOSED DEBARMENT & 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 responding party 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 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 Bid, had one or more contracts terminated for default by a Federal, State, Local or Tribal agency

SUMMARY OF INDEMNITY AND INSURANCE REQUIREMENTS FOR ANY FUTURE AGREEMENT

1. These are the Indemnity and Insurance Requirements for Contractors providing services or supplies to HACN. By agreeing to perform the work or submitting a bid, you verify that you comply with and agree to be bound by these requirements. If any additional Contract documents are executed, the actual Indemnity language and Insurance Requirements may include additional provisions as deemed appropriate by the HACN.
2. You should check with your insurance advisors to verify compliance and determine if additional coverage or limits may be needed to adequately insure your obligations under this agreement. These are the minimum required and do not in any way represent or imply that such coverage is sufficient to adequately cover the Contractor's liability under this agreement. The full coverage and limits afforded under Contractor's policies of Insurance shall be available to the HACN and these Insurance Requirements shall not in any way act to reduce coverage that is broader or includes higher limits than those required. The Insurance obligations under this agreement shall be: 1—all the Insurance coverage and limits carried by or available to the Contractor; or 2—the minimum Insurance requirements shown in this agreement, whichever is greater. Any insurance proceeds in excess of the specified minimum limits and coverage required, which are applicable to a given loss, shall be available to the HACN.
3. The Contractor shall furnish the HACN with original Certificates of Insurance including all required amendatory endorsements (or copies of the applicable policy language impacting coverage required by this clause) and a copy of the Declarations and Endorsement Page of the CGL policy listing all policy endorsements to the HACN before work begins. The HACN reserves the right to require full-certified copies of all Insurance coverage and endorsements.

INDEMNIFICATION:

To the fullest extent permitted by law, the Contractor shall hold harmless, defend and indemnify the HACN and its officers, officials, employees and volunteers from and against any and all liability, loss, damage, expense, costs (including without limitation costs and fees of litigation) of every nature arising out of or in connection with Contractor's performance of work hereunder or its failure to comply with any of its obligations contained in the agreement, except such loss or damage which was caused by the sole negligence or willful misconduct of the HACN.

In claims against any person or entity indemnified under this section by an employee of the Contractor or a Subcontractor, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, the indemnification obligation under this section shall not be limited by a limitation on amount or type of damages, compensation or benefits payable by or for the Contractor or a Subcontractor under workers' compensation acts, disability benefit acts or other employee benefit acts.

INSURANCE

Before performing contractual services on the behalf of or for the HACN, exact requirements will be provided, and coverage must be verified prior to execution of any future agreement.

The Contractor agrees to procure and maintain for the duration of the contract, and for a minimum of ten (10) years thereafter, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Contractor and the Contractor's agents, representatives, employees, or subcontractors of any tier.

Minimum Scope and Limit of Insurance:

- **Workers' Compensation and Employer's Liability**
 - Part One:
 - Workers' Compensation – Statutory Limit
 - Part Two:
 - Employer's Liability – Primary Limits of Liability
 - Bodily Injury by Accident, each accident \$1,000,000
 - Bodily Injury by Disease, each employee \$1,000,000
 - Bodily Injury by Disease, policy limit \$1,000,000
- **Commercial General Liability Insurance – Primary Limits of Liability**
 - General Aggregate \$10,000,000
 - Products/Completed Operations Aggregate \$10,000,000
 - Personal/Advertising Injury \$5,000,000
 - Each Occurrence Limit \$5,000,000
 - Fire Damage Legal Liability (any one fire) \$100,000
 - Medical Payments (any one person) \$10,000
 - Products/Completed Operations Tail - 10 years/Statute of Limitations
 - Aggregate limits shall apply separately to this project
 - HACN, its officers, officials, employees, and volunteers are to be covered as additional insureds
- **Auto Liability – Primary Limits of Liability**
 - Combined Single Limit \$10,000,000
 - Coverage applicable to Any Auto (Symbol 1)

- HACN, its officers, officials, employees, and volunteers are to be covered as additional insureds
- **Umbrella / Excess Liability Limits** – minimum total limits of liability for each of the policies listed above. Required minimum limits may be satisfied by a combination of umbrella and/or excess liability policy(ies). NOTE: Higher Limits Strongly Preferred.
 - Each Occurrence Limit \$10,000,000
 - Annual General Aggregate Limit \$10,000,000
 - Following form of underlying insurance, and be endorsed as necessary such that the coverage provided by the Umbrella/Excess is at least as broad as the underlying insurance
 - Limits may be satisfied by combination with appropriate Umbrella/Excess liability policy

With respect to the liability insurances specified above, and for claims related to this project, Contractor’s insurance coverage shall be primary insurance coverage in respect to other insurance available to the HACN, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the HACN, its officers, officials, employees, or volunteers shall be excess of the Contractor’s insurance (including umbrella and excess liability policies) and shall not contribute with it.

- **Builders Risk** – insurance utilizing an “All Risk” (Special Perils) coverage form, with limits equal to the completed value of the project and no coinsurance penalty provisions. Such coverage shall name the HACN as a loss payee as their interest may appear.
Professional Liability – with limits no less than \$10,000,000 per occurrence or claim, and \$10,000,000 policy aggregate
- **Pollution Legal Liability** and/or Errors and Omissions with limits no less than \$10,000,000 per occurrence or claim, and \$10,000,000 policy aggregate

Deductibles. Any Deductibles or Self-Insured Retentions are the sole responsibility of the Contractor and must be declared to and approved by the HACN.

Waiver of Subrogation. Contractor agrees to waive rights of subrogation which any insurer of the Contractor may acquire from the Contractor by virtue of the payment of any loss. The Contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation. The Workers’ Compensation policy shall be endorsed with a waiver of subrogation in favor of the HACN for all work performed by the Contractor, its employees, agents and subcontractors.

The Contractor shall include in the bid a sample certificate of insurance evidencing the policies, limits, and applicable endorsements described above.

SECURITY FOR FAITHFUL PERFORMANCE FOR ANY FUTURE AGREEMENT:

Simultaneously with delivery of the signed contract, the Contractor shall furnish a surety bond or bonds as specified. Corporate sureties offered for bonds furnished with contracts performed for the HACN must appear on the list contained in the Department of the Treasury Circular 570, "Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and Acceptable Reinsuring Companies." Before any work is commenced, the Contractor shall obtain a performance bond and payment bond to guarantee the faithful performance of this contract and payment for all labor and materials used in the work each in the full amount of the contract price in a form and with sureties satisfactory to the HACN. The HACN will accept an irrevocable letter of credit from an established institution in lieu of the above bonds. This shall remain in effect until final acceptance by the HACN.

BONDING REQUIREMENTS FOR ANY FUTURE AGREEMENTS:

Minimum requirement for bonding and insurance shall be as follows:

- a) A bid bond on the part of the Contractor for 1 percent (1%) of the bid submitted. A "bid bond" is one to ensure commitment to entering into contract.
- b) A performance bond on the part of the Contractor for 100 percent (100%) of the contract price. A "performance bond" is one executed in connection with a contract to secure fulfillment of all the Contractor's obligations under such contract.
- c) A payment bond on the part of the Contractor for 100 percent (100%) of the contract price. A "payment" bond is one executed in connection with a contract to assure payment as required by law of all persons supplying labor and material in the execution of the work provided for in the contract.
- d) A maintenance bond may be required by the HACN based on the project. The HACN may request the Contractor provide the percentage/fees for a maintenance bond for a specific project. A "maintenance" bond is one executed to make sure the Contractor remedies any defects, or the owner is compensated for any defects that may have occurred throughout the construction project.

NOTE: The payment and performance bonds will only be required of the successful Contractor but must be in full effect before any work is done. The date of the bonds must not be prior to the date of the Contract. If the Contractor is a partnership, all partners must execute the bonds.

Corporate sureties offered for bonds furnished with contracts performed for the HACN must appear on the list contained in the Department of the Treasury Circular 570, "Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and Acceptable Reinsuring Companies."

AVAILABILITY OF FUNDS:

Any future contract awarded as a result of this RFB 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 HACN's decision as to whether sufficient appropriations and authorizations are available.

LEGAL REVIEW:

The HACN requires that all vendors agree to be bound by the general requirements contained in this RFB. Any vendor concerns must be properly brought to the attention of Tonya Lockwood, Contracts Manager.

CONTRACT TERMS AND CONDITIONS:

The contract between the HACN and the vendor will follow the standard format of the HACN.

RIGHT TO WAIVE MINOR IRREGULARITIES:

The RFB Evaluation Committee reserves the right to waive minor irregularities. This right is at the sole discretion of the proposal evaluation committee.

The HACN reserves the right to determine a proposal acceptable in terms of meeting RFB requirements. The HACN reserves the right to accept or reject any and all proposals received and to negotiate with the responding firm regarding the terms of their proposals or parts thereof. The HACN reserves the right to award any future contracts in the best interests of the HACN.

WARRANTY PERIOD FOR ANY FUTURE AGREEMENT:

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 their expense any failure or defect within the one-year warranty period.

PROMPT PAYMENT FOR ANY FUTURE AGREEMENT:

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 HACN.

ATTACHMENT A

**BID FORM
HOUSING AUTHORITY OF THE CHEROKEE NATION
NEW HOME CONSTRUCTION**

The following cost is to be based on the following:

Construction of Houses	\$ _____
Cost of Site Work	\$ _____
Total Project Cost	\$ _____
Duration of Project	_____

- *Include Schedule of Values.**
- *Include Construction Schedule.**

Print Name of Authorized Individual

Title

Company

Signature of Authorized Individual

Date

ATTACHMENT B

HACN Warrior Addition - Schedule of Values

General Contractor _____

DESCRIPTION

HOMES	HOUSE TYPE 1	HOUSE TYPE 2	HOUSE TYPE 3	HOUSE TYPE 4
Concrete				
Brick Masonry/CMU				
Rough Carpentry				
Cabinets/Countertops				
Finish Carpentry				
Insulation				
Roofing				
Interior/Exterior Doors				
Overhead Doors				
Windows				
Gypsum Board				
Flooring				
Paint				
Toilet Accessories				
Appliances				
Window Coverings				
Plumbing				
HVAC				
Electrical				
Subtotal of Home Type				
Number of Homes	3	4	1	4
Total of Homes Type				

SITE WORK	
Clearing & Grubbing	
Earthwork	
Utilities	
Storm Sewer	
Asphalt	
Concrete	
Sodding	
Fencing	
Subtotal of Site Work	

General Conditions	
Project Requirements	
Construction Fee	
Permitting	

Grand Total _____

Housing Authority of the Cherokee Nation PREVIOUS WORK HISTORY FORM

NOTE: This form is a required submission from each bidder/offeror and is the HACN's documentation to determine responsible bidders/offerors. In the spaces below complete all information requested, providing all telephone numbers and any available facsimile numbers for all employers, companies and vendor listed. In the disclosure space enter any defaults, assignments, or foreclosures.

Employer/Company Name, Address, Phone/Fax	Contract Amount	Amt. & Size of Units	Describe type of work performed/completed - provide begin & completion dates	Disclosures	Contractor's current & previous vendors - give address & phone/fax

Please attach additional sheets as required to sufficiently provide a minimum of 3 years work history