

Cherokee Nation

www.cherokee.org

REQUEST FOR BIDS

REHAB FOR SPEAKER HOME

(DELAWARE COUNTY)



Bid Due Date: DECEMBER 09, 2024

CHEROKEE NATION

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

**CHEROKEE NATION
BID REQUEST
REHAB FOR SPEAKER HOME
(DELAWARE COUNTY)**

The Cherokee Nation is accepting bids from interested parties for the complete rehab construction of a speaker home located in Kansas, Oklahoma (Delaware County). **Contractor shall be expected to mobilize within seven (7) days of issuance of notice to proceed. To attend a pre-bid site visit, please contact Lonnie Ragland 479-653-9512 or Tommy Flute 918-525-2681.** 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 entire project. Interested bidders must follow all directions outlined in this bid packet including the utilization of mandatory bid response sheet to be considered fully responsive.

The lowest most responsive, responsible bid will be the determining factor in awarding this bid taking Indian Preference into consideration. The successful bidder will be issued an agreement and a purchase order incorporating the bid response.

Bids are due Monday, December 09, 2024 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. If forwarded by mail, the envelope containing the bid and all other required, completed documents must be received on or before due date listed. Bids may be mailed to Cherokee Nation Acquisition Management, Attn: **Georgette Smith**, P.O. Box 948, Tahlequah, OK 74465. Bids may be faxed to the attention of **Georgette Smith** at (918) 458-4493 or (918) 458-7695 or e-mailed to georgette-smith@cherokee.org. It is the bidder's responsibility to ensure delivery of bids by **Monday, December 09, 2024 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 Cherokee Nation Acquisition Management. Requests maybe e-mailed to georgette-smith@cherokee.org. Requests may also be faxed to (918) 458-4493 or (918) 458-7695, Attention: **Georgette Smith**.

Bid Acceptance: Bids will be accepted from Indian and Non-Indian bidders. Cherokee Nation reserves the right to reject any and all bids. Cherokee Nation 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 Cherokee Nation 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.

For this project Wage Rate **#OK20240005** applies.

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 Cherokee Acquisition Management (Attn: **Georgette Smith**) no later than on or before **Monday, December 09, 2024 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 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.

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 Cherokee Nation 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 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 Cherokee Nation Acquisition Management 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 Cherokee Nation 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 Cherokee Nation if, at any time prior to contract award, the person learns its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

General Information: Cherokee Nation 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 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 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 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.

Contractor's Insurance Requirements: Before performing contractual services on the behalf of or for the Cherokee Nation, compliance with the following insurance requirements must be verified:

** Provide an original 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:

- 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 Cherokee Nation of Oklahoma.

- 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 Cherokee Nation of Oklahoma.

Limits of Liability:

Bodily Injury and Property Damage Combined: \$1,000,000
(each occurrence)

- 3) Automobile Coverage:

Vehicles Covered:

All Autos

Hired Autos

Non-owned Autos

Limits of Liability:

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

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 Cherokee Nation as an additional insured with respect to general liability and auto liability.

**MANDATORY BID RESPONSE SHEET
REHAB FOR SPEAKER HOME
DELAWARE COUNTY**

The General Contractor, as Bidder, agrees to perform all work as shown and called for in the scope of work and specifications for the Cherokee Nation, 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 contract, and receipt of a Notice to Proceed. The Bidder agrees to furnish all labor and materials for the Base Bid for the sum of:

SPEAKER HOME LOCATED IN TAHLEQUAH, OK: W. FIELDS

SPEAKER HOME: **BASE BID \$** _____

GRAND TOTAL \$ _____

DAYS TO COMPLETE PROJECT: _____

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

Company Address

Authorized Signature

Print Name & Title

SPECIFICATIONS ATTACHED:



CHEROKEE NATION SPEAKERS SERVICES

Office - 918.207.4904

Home Rehabilitation/Replacement
Cost Estimate

- Emergency
- Rehab
- Replacement

Client Name: William Fields _____

Address: 10318 E 570 Rd Kansas, OK 744347 _____



Time to Complete Job (3 Man Crew): 30 Days

Total Write up Cost: \$

Cost Estimator/ Inspector: Lonnie Ragland___Date: 8/30/2024

WorkWrite-Up and Cost Estimate/By Trade

William "Bill" Fields
 10318 E 50 Kansas, OK 7-4347
 (918) 998-7739

PROJECT TYPE: **Rehabilitation**

<i>Trade</i>	<i>Work Description I</i>	<i>Comments</i>	<i>Difficulty/Gen. Spec.</i>	<i>Qty</i>	<i>Unit</i>	<i>Unit Cost</i>	<i>Cost Estimate</i>
Appliances							
<i>Area:</i> KITCHEN	Average		Div. # <u>10E</u>	1	Ea		
1 Oven/Range/Electric/30"/Free Standing. Install new 30" free standing electric range/oven with clock, oven window and one-year manufacturer's warranty							
Appliances							
<i>Area:</i> KITCHEN	Average		Div. # <u>10E</u>	1	Ea		
2 Refrigerator/Top Freezer/Energy Star/18.2 C.F. Minimum Size/Install new. Install new 18.2 C.F. (minimum size) refrigerator with top freezer. Must be Energy Star compliant							
<i>Area:</i> KITCHEN	Average		Div. # <u>10D</u>	1	Ea		
3 Vent-A-Hood/30"/Ext. Vented/Install new kitchen vent-a-hood (ext.vent)/30"							
Appliances Sub Total:							
Carpentry							
<i>Area:</i> KITCHEN	Average		Div. # <u>6.0.2</u>	10	LF		
4 Base Cabinets/Replace & Paint/Birch. Replace base cabinets with new paint grade birch. Work shall include paint (gloss enamel). replace all cabinets in kitchen base and wall hung, restore to like new condition in existing footprint.							

Trade	Work Description	Difficulty/Gen. Spec.	Qty	Unit	Unit Cost	Cost Estimate
Carpentry						
	Area: EXTERIOR	Average		Div.# 6.P		100LF
5	Corner Boards/Replace/1" x 6". Replace corner boards/ 1" x 6". replace and or repair any and all exterior trim to repair seal to structure and remove rot or damage to home					
	Area: LIVING ROOM #1	Average		Div.# 8.A		1Ea
6	Door/Exterior/Fan Light/Pre-Hung Steel/Replace. Replace exterior entrance door with new pre-hung-steel six panel door with fan light. Work shall include paint-both sides, lockset, deadbolt & peephole. front door of home entry to living room					
	Area: KITCHEN	Average		Div.# 8.A		1Ea
7	Door/Exterior/Half-Glass/Pre-Hung Steel/Replace. Replace exterior entrance door with new pre-hung-steel two panel with 1/2 glass. Work shall include paint-both sides, lockset, deadbolt & peephole. rear door to porch					
	Area: ENTIRE STRUCTURE	Average		Div.# 15.C.		1Ea
8	Siding/Repair damaged siding. See comments. repair any rot or damage to exterior siding to maintain proper sealing of home. Use as close to match of existing material as possible					
	Area: ROOF	Average		Div.# 6.P		120SF
9	Soffit/Repair. Repair damaged soffit/See comments. homefx currently has open eves allowing wildlife intrusion to attic spaces. estimate needed time and material cost to enclose.					

Trade	Work Description	Comments	Difficulty	Gen. Spec.	Qty	Unit	Unit Cost	Cost Estimate
Carpentry								
	Area: EXTERIOR		Average	Div. # <u>8.B</u>		2Ea		
10	Storm Door/Aluminum/Mill finish/Replace. Replace storm/screen door with new aluminum storm door (<u>self storing</u>)/Mill finish.							
	replace both exterior storm doors							
	Area: BATHROOM #1		Average	Div. # <u>2.A</u>		80SF		
11	Strip room/Bathroom. Remove all wall and floor coverings, doors, other trim, and underlayment to stud walls and subfloor.							
	strip the non-remodeled bathroom for mod and mildew remediation and to prepare for remodel							
	Area: BATHROOM #1		Average	Div. # <u>6.0</u>		1LF		
12	Vanity Base Cabinet/Pre-Finished Oak. Replace existing vanity with new pre-finished oak vanity base cabinet.							
	Area: KITCHEN		Average	Div. # <u>6.0.2</u>		6LF		
13	Wall Hung Cabinets/Replace & Paint/Birch. Replace all <u>wall</u> hung cabinets with new paint grade birch. Work shall include paint (gloss enamel).							
	replace all kitchen cabinetry wall hung and base							
	Area: ENTIRE STRUCTURE		Average	Div. # <u>8.G</u>		12Ea		
14	Window/Replace <u>in w/</u> Thermopane/Low-E. Replace window with new Solid Vinyl window/single hung. Use Am. Craftsman Series 2160-Vinyl or written approved equal. Include frame, sill, sash, trim, hardware, screen, repair & paint of int. and ext. surfaces.							
	remove all windows. repair any and all hidden rot or damage to mounting surfaces including stools. install new window seal and trim out accordingly							
Carpentry Sub Total:								

Drywall & Finish

- 15 Backer Board/Moisture Resistant/Replace. Replace existing drywall with new moisture resistant backer board. Use ~~Durock~~, ~~Wonderboard~~ or written approved equal.

Area: BATHROOM #1 Average Div. # 9.D 80SF

Drywall & Finish Sub Total:

Electrical

- 16 Ceiling Fan, Light Kit & Circuit Wiring/52". Install new ceiling fan (52" w/lifetime warranty) with light kit, switch, cover plate and wiring.

Area: ENTIRE STRUCTURE Average Div. # 13.D. 4Ea
 9.8

- 17 Light Fixture. Switch & Circuit/Room. Install new 15 inch, round, flush mount, ceiling light fixture and 55 watt compact fluorescent lighting, switch, cover plate and circuit.

Area: INTERIOR Average Div. # 13.D. 4Ea
 9

- 18 Light Fixture/Porch/Wall Mounted/Install new exterior porch light and circuit wiring.

Area: EXTERIOR Average Div. # 13.D. 2Ea
 9

Trade Work Description I Comments Difficulty/Gen. Spec. Qty Unit Unit Cost Cost Estimate

Electric

Area: **KITCHEN**

Average Div.# 13.D
16

2Ea

19 Light Fixture/New/Install new bathroom light (100 watt), vent fan (70 CFM) and switch. Fan shall be vented out of attic to code.
one new install 1n each bathroom

Area: **ENTIRE STRUCTURE**

Average Div.# 13.D
1

1Ea

20 Main Service/200 Amp/Replace. Replace existing main service with new 200 Amp main service with 18 branch breakers. Work shall include replacement of ~~weatherhead~~.
replace existing electrical service to meet any and all area codes and update for safety and requirements to appropriate appliances of updated home.

Electrical Sub Total:

HVAC

Area: **HVAC**

Average Div.# 12

1Ea

21 HVAC Equipment/Central/Cooling & Heating/3 TON/New. Install new HVAC cooling equipment. INSIDE AND OUTSIDE EQUIPMENT/INCLUDING AIR HANDLER, COPPER LINES, CONDENSOR COILS, EVAP. COILS. AND COMPRESSOR.
install multi-zone ~~mini-split~~ HVAC system sized to fit home space.

HVAC Sub Total:

Paint & Finish

Paint & Finish

Area: EXTERIOR Average Div. # **9.N.4** 200LF

22 Fascia/Paint fascia/two coats.

paint of all facia and soffit materials after repairs have been completed

Area: EXTERIOR Average Div. # **9.N.4** 1100SF

23 Siding & Trim/Paint/Two Coats. Paint exterior siding & trim, soffit and fascia (two coats). Include cleaning, caulking and filling of small holes.
NOTE:SF=W ALLAREA.

repair damaged siding and trim seal joints and paint entire exterior of home

Area: ENTIRE STRUCTURE Average Div. # **9.N.3** 1100SF

24 Walls & Ceiling/Drywall/Paint/Two coats. Paint walls & ceiling in entire area. Work shall include minor repairs to surfaces. SF=ACTUAL SURFACE AREA OF WALLS & CEILING.

repair any and all damage to interior walls and ceiling surfaces, rot damage or sagging ceilings, scrape popcorn ceilings retexture and paint entire interior om structure

Paint & Finish Sub Total:

Plumbing

Area: BATHROOM #1 Average Div. # **16.C.** 1Ea

25 Commode/High Rise/Replace existing commode with new high rise commode with two (2) grab bars. Work shall include new shutoff, supply line and wax ring. Examine condition of the flange and report if damaged. Consult owner for location of grab bars.

Plumbing

Area: ENTIRE STRUCTURE

Average Div.# 11.A 25LF

26 Gas Lines/Replace/Entire Structure. Replace all gas lines in and under the structure to connection with all appliances and fixtures. Work shall include shutoffs and supply lines to all fixtures and appliances.

replace gas line from tank to cook stove

Area: BATHROOM #1

Average Div.# 11.A 1 Ea

27 Shower Faucet & Diverter/Single Lever/Install new bath/shower faucet with diverter. Work shall include installation of pre-fab access panel or removal and replacement of wall materials on opposite wall to faucet.

Area: BATHROOM #1

Average Div.# 11.A 1Ea

28 Shower Unit/Pre-Fab/32" x 32"/Replace. Replace ~~existing~~ shower unit with new one piece fiberglass shower (32" x 32"), shower faucet & trim, & shower curtain & rod.

install new shower enclosure with replacement of existing size

Area: KITCHEN

Average Div.# 11.A 1Ea

29 Sink & Faucet/Kitchen. Install new stainless steel kitchen sink (33" x 22" x 7") & Faucet (Use Delta single-handle model 100-WF or written approved equal). Work shall include new drain lines, trap and shutoffs (2).

Area: BATHROOM #1

Average Div.# 11.A

30 Supply Lines & Shutoffs/Sink. Replace existing supply lines (2) and shutoffs (2) with new water supply lines & shutoffs at sink.

Area: UTILITY ROOM #1

Average Div.# 11.A 1 Ea

31 Washer Box, Valves & Drain/Replace. Replace existing washer box, valves and drain line with new washer box, valves and drain line.

Trade Work Description / Comments Difficulty/GenSpec Qty Unit Unit Cost Cost Estimate

Plumbing

Area: **UTILITY ROOM #1** Average Div. # 11.A 1 Ea

32 Water Heater/Gas/40 Gallon/Replace. Replace existing gas water heater with new 40 gal. gas water heater. Work shall include elevating to 18" (if in garage), replacement of TPR, all combustion air and gas & electrical hook-ups for code legal installation.

Sheetmetal & Gutters

Area: **ROOF** Average Div. # 5.J.

33 Vent/Install/Soffit. Install soffit vents/16" x 8"/mill finish. install soffit vents needed after enclosing the currently open eaves of the structure

Sheetmetal & Gutters Sub Total:

Site Work

Area: **PROFESSIONAL SERVICE** Average Div. # 1 1 Box

34 supply storage container
place a storage Conex Style box on premises for the occupants to store personal items during home rehabilitation

Site Work Sub Total:

Grand Total: