Cherokee Nation

www.cherokee.org

REQUEST FOR SEALED BIDS

Oak Hill – Piney Community Building

Cherokee Nation Procurement Department
On behalf of Planning and Development

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

Cherokee Nation
BID PACKAGE

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CHEROKEE NATION
REQUEST FOR BID
SUMMARY ANNOUNCEMENT
OAK HILL – PINEY COMMUNITY BUILDING

The Cherokee Nation is seeking sealed bids from qualified contractors for the complete construction of the Oak Hill – Piney Community Building located at 43777 Oak Hill Road, Jay (Delaware County), Oklahoma 74346. The Cherokee Nation will only be accepting sealed bids from General Contracting Companies to act as the sole primary Contractor. Interested parties are to provide bids to furnish all labor, quality control, materials, supplies, and supervision to complete the project. All bids from General Contractors shall be whole and assume all sub-contracts and divisions of labor. **There is a mandatory site visit/pre-bid meeting on October 14, 2026 at 10:00 a.m. CT. If a company is interested in the project, but unable to attend the mandatory site visit as stated, there will be an opportunity to meet the requirement on October 15, 2026 at 10:00 a.m. CT by contacting (918) 570-9072 to schedule.** Interested parties are to provide bids to furnish all labor, quality control, materials, supplies, and supervision to complete the project. The project must be completed within **Calendar Days to Complete**, as listed on the bid form. **Calendar Days to Complete** is defined as beginning upon issuance of **Notice to Proceed** by the Cherokee Nation to **Substantial Completion,** as declared by the A/E team. The specifications, scope of work, and all pertinent dates are available in the bid packet and instructions. Sealed bids will be accepted from Indian and Non-Indian bidders. All Cherokee Nation buildings, whether leased or owned, and the grounds surrounding those facilities are considered by the Nation to be a drug free and tobacco free workplace; the successful bidder will ensure all employees, subcontractors, and other workers will abide by this policy. Successful bidder must complete required TERO paperwork and pay all applicable fees in accordance with 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. Indian preference will be given only to bidders who provide proof of current certification from the Cherokee Nation Tribal Employments Office (TERO). Proof of TERO certification must accompany and be included in sealed bid submittal. Detailed announcement and deadline information are available at www.cherokeebids.org.

CHEROKEE NATION
REQUEST FOR BID
DETAILED ANNOUNCEMENT
OAK HILL – PINEY COMMUNITY BUILDING

The Cherokee Nation is seeking sealed bids from qualified contractors for the complete construction of the Oak Hill – Piney Community Building located at 43777 Oak Hill Road, Jay (Delaware County), Oklahoma 74346. The Cherokee Nation will only be accepting sealed bids from General Contracting Companies to act as the sole primary Contractor. Interested parties are to provide bids to furnish all labor, quality control, materials, supplies, and supervision to complete the project. All bids from General Contractors shall be whole and assume all sub-contracts and divisions of labor. **There is a mandatory site visit/pre-bid meeting on October 14, 2026 at 10:00 a.m. CT. If a company is interested in the project, but unable to attend the mandatory site visit as stated, there will be an opportunity to meet the requirement on October 15, 2026 at 10:00 a.m. CT by contacting (918) 570-9072 to schedule.** Interested parties are to provide bids to furnish all labor, quality control, materials, supplies, and supervision to complete the project. The project must be completed within **Calendar Days to Complete**, as listed on the bid form. **Calendar Days to Complete** is defined as beginning upon issuance of **Notice to Proceed** by the Cherokee Nation to **Substantial Completion,** as declared by the Cherokee Nation Team. The specifications and scope of work are available in the bid packet. The bid packet contains all necessary form documents. Interested parties are required to acquaint themselves with the exact nature of the work to be performed. The Nation requires Wage Rate OK20260072 to be followed & wage scale reports maintained and made available to the Nation upon request; any state or Tribal law requiring the payment of wage rates that exceed the corresponding Federal rate is inapplicable and shall not be enforced. A bid guaranty equal to five percent (5%) of total bid must be included with the bid submittal. Bids will be accepted from Indian and Non-Indian bidders. All Cherokee Nation buildings, whether leased or owned, and the grounds surrounding those facilities are considered by the Nation to be a drug free and tobacco free workplace; the successful bidder will ensure all employees, subcontractors, and other workers will abide by this policy. 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 sealed bid submittal. This bid and any subsequent award resulting in an agreement shall comply with procedures for selection of contractors and sub-contractors set forth within § 5307 of the Indian Self-Determination and Education Assistance Act (25 U.S.C. § 5301 *et seq*.), as well as the Cherokee Nation Acquisition Management Policies and Procedures. To that end, the parties of any awarded Agreement shall, to the greatest extent feasible, give preference and opportunities for training and employment to Indian and Alaska Natives, and preference in the award of contracts to Indian organizations and Indian-owned economic enterprises. This clause shall be included in every subcontract in connection with the Project, and Contractor shall, at the direction of Cherokee Nation, take appropriate corrective action in the event of a finding by Cherokee Nation of a violation hereof by a contractor or subcontractor. Bid will be awarded to the lowest, most responsive/responsible bid for each location. The subsequent contract must be fully executed within ten (10) days of award or the bid will become null and void, and the next lowest most responsive/responsible bid will be considered. Award of contract will be subject to availability of funds. TERO requirements apply to award of contract. Cherokee Nation TERO Office requirements apply including fee of ½ of 1% of contract award and additional daily fee of $25.00 for onsite non-Indian crew members. 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 contract to be considered fully executed. A Performance Bond and Payment Bond will be required of the successful bidder along with a one-year warranty period as specified in the bid packet. Sealed bids may be may be hand delivered/courier delivered to Cherokee Nation Procurement Department, Attn: Shelly McClain, 17665 S. Muskogee Avenue, Tahlequah, Oklahoma 74464. **Bids must be received on or before October 29, 2026 by 2:00 p.m. CT.** Bids must be sealed and clearly marked "SEALED BID, DO NOT OPEN, OAK HILL – PINEY COMMUNITY BUILDING". **A Public Bid Opening will be held on October 29, 2026 at 2:00 p.m. CT in the Financial Resources Building, 17665 S. Muskogee Avenue, Tahlequah, Oklahoma 74464.** Cherokee Nation reserves the right to reject any and all bids. Cherokee Nation reserves the right to determine if a proposal meets stated requirements, and to award a contract for bid that is in the best interest of the Cherokee Nation including but not limited to the total cost and capability of the bidder. Cherokee Nation reserves the right to determine the format of any agreement resulting from this bid opportunity. Bidders are responsible for any and all costs associated with the preparation and submission of bids. No bidder may withdraw their bid within 90 days after due date.

Information for Bidders

(1) Receipt and Opening of Bid

a) The Cherokee Nation (hereinafter "NATION"), invites bids on the form attached hereto, all blanks of which must be appropriately filled in. Bids will be received by the NATION at the Procurement Department until **October 29, 2026, by 2:00 p.m. CT.** The envelopes containing the bids must be sealed, addressed to Cherokee Nation, Attn: Shelly McClain, Procurement Department. Bids may be hand delivered/courier delivered to Cherokee Nation Procurement, Attn: , 17665 S. Muskogee Avenue, Tahlequah, Oklahoma 74464. **BIDS MUST BE RECEIVED ON OR BEFORE OCTOBER 29, 2026 BY 2:00 P.M. CT TO BE CONSIDERED. BIDS MUST BE SEALED AND CLEARLY MARKED "SEALED BID, DO NOT OPEN, OAK HILL – PINEY COMMUNITY BUILDING". A PUBLIC BID OPENING WILL BE HELD ON OCTOBER 29, 2026 AT 2:00 P.M. CT IN THE FINANCIAL RESOURCES BUILDING, 17665 S. MUSKOGEE AVENUE, TAHLEQUAH, OKLAHOMA 74464. LATE SUBMITTALS WILL NOT BE ACCEPTED, OPENED, OR CONSIDERED FOR AWARD.**

b) Bids will be accepted from Indian and Non-Indian bidders.

c) Interested bidders must attend the mandatory site visit/pre-bid meeting and submit, at a minimum, the following completed bid sheets and attachments, in the sealed bid packed to be consider fully responsive/responsible bidders: Preparation Outline, Attachment A must be completed and all sections returned; Bid Form, page 18, Base Bid, page 19; Non Collusive Affidavit, page 20; Previous Work History Form, Attachment B; TERO Certification (if applicable, to be provided by bidder); Statement on Providing Indian Preference in Employment & Training Opportunities, Attachment C; Statement on Providing Indian Preference in Subcontracting, Attachment D; Bid Bond. And, any additional documents mandated by the Cherokee Nation in an issued Addendum.

d) The NATION may consider informal a bid not prepared and submitted in accordance with the provisions hereof and may waive any informalities or reject any and all bids. Any bid may be withdrawn prior to the above scheduled time for the opening of bids or authorized postponement thereof. Any sealed bid received from a bidder who does not meet mandatory bid requirements will be returned, unopened. Any bid received after the time and date specified shall not be considered and will be returned, unopened. No bidder may withdraw a bid within 30 days after the actual date of the opening thereof.

(2) Method of Bidding

Each bid must be submitted on the prescribed form. Each bid must be submitted in a sealed envelope bearing on the outside the name of the bidder, his address, and the name of the project for which the bid is submitted. If forwarded by mail, the sealed envelope containing the bid and all other required, completed documents as outlined in Section 1, Part C must be enclosed in another envelope addressed as specified in the bid form.

(3) 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; Sample Contract, Attachment F; Request for Acceptance of Subcontractor, Attachment G. 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.

(4) Modification of Bid

Any bidder may modify his bid at any time prior to the scheduled closing time for receipt of bids, provided such communication is received in writing by NATION prior to the closing time. The written communication should not reveal the bid price but should provide the addition or subtraction or other modification so that NATION will not know the final prices or terms until the sealed bid is opened.

(5) Qualifications of Bidder

a) 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.

b) Bidders are requested to list representative prior experiences on other construction jobs and furnish references. Previous Work History Form, Attachment B.

c) 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 sealed bid submittal.

(6) Time of Completion and Liquidated Damages

a) Bidder must agree to commence work on a date to be specified in a written "Notice to Proceed" of the NATION and to fully complete the construction within bidder's Calendar Days to Complete. Bidder must agree also to pay as liquidated damages, the sum of $500 for each consecutive business day in which the project is incomplete over the presented Days to Complete or previously approved time extension. Upon fifth (5^{th}) calendar day, contract will be fully revoked and actions to invoke bonds will be started by the NATION.

b) Notwithstanding any other provisions of this contract, it is mutually understood that time extensions for changes in the work will depend upon the extent, if any, by which the changes cause delay in the completion of the various elements of construction. A change order granting the time extension may provide that the contract completion date will be extended only for those specific elements so delayed and the remaining contract completion dates for all other portions of the work will not be altered.

(7) Conditions of Work

a) Each bidder has the responsibility to be fully informed of the conditions relating to the project and the employment of labor thereon.

b) Failure to do so will not relieve a successful bidder of his obligation to furnish all material and labor necessary to carry out the provisions of his contract.

(8) Interpretation of the Bid Documents

a) Every request for interpretation of the meaning of the plans, specifications, or other pre-bid documents must be submitted in written format to Cherokee Nation Procurement Department. Requests may be e-mailed to shelly-mcclain@cherokee.org.

b) To be given consideration, interpretation requests must be received by the stipulated deadline. Due date for all interpretation requests for this bid shall be **October 19, 2026 by 5:00 p.m. CT.**

c) Any and all such interpretations and any supplemental instructions will be in the form of written addenda. Due date for interpretations for this bid shall be **October 21, 2026 by 5:00 p.m. CT.**

d) No interpretation of the meaning of the plans, specifications, or other pre-bid documents will be made to any bidder orally.

e) 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.

(9) Security for Faithful Performance

Simultaneously with his delivery of the executed contract, the Contractor shall furnish a surety bond or bonds as specified. Corporate sureties offered for bonds furnished with contracts performed for the Cherokee Nation 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 NATION. The

NATION 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 NATION.

(10) Warranty Period

The Contractor warrants that work performed under awarded contract conforms to all requirements and is free of any defect in equipment, material, design, or workmanship performed by the Contractor or any Subcontractor. This warranty shall continue for a period of one year from the date of final acceptance of the work. The Contractor shall remedy at the Contractor's expense any failure or defect within the one year warranty period.

(11) Power of Attorney

Attorneys-in-fact who sign bid bonds or contract bonds must file with each bond a certified and effectively dated copy of their power of attorney.

(12) Notice of Special Conditions

Attention is particularly called to those parts of the bid and contract documents, specifications, and attachments that deal with the following:

a) Manufacturer's material and installation recommendations and requirements.

b) Insurance Requirements

c) Payment & Performance Bond Requirements

d) Warranty Requirements

e) Wage Rates

f) Indian Preference in Employment & Training Opportunities

g) Indian Preference in Subcontracting Opportunities

(13) Laws and Regulations

The offeror's attention is directed to the fact all applicable State Laws, municipal ordinances, and the rules and regulations of all authorities having jurisdiction over construction of this project shall apply to the contract throughout, and they will be deemed to be included in any future contract the same as though written out in full.

Wage Rates: 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. And, 40 U.S.C.A. §3702 & §3704 per Department of Labor regulations regarding work hours and conditions. The Nation

requests Wage Rate OK20260072 be followed & wage scale reports maintained and made available to the Nation upon request.

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.

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

(14) Requirements

The contractor should require that all employees providing this service at Cherokee homes have a background check, and that documentation should be maintained and available to Cherokee Nation. The contractor is responsible for ensuring backgrounds are updated as personnel changes during the life of the contract.

(15) Method of Award – Lowest Bid That Contains Lowest Most Responsive/Reasonable Offer From Qualified Bidder

After consideration of price and other factors, the contract will be awarded to the bidder whose bid is determined to be the lowest most responsive/reasonable offer 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 contract price established for the specific project or activity being solicited. To be considered as fully responsive and eligible for award all required documents as specified in Section 1, Part C. TERO Preference will be given in accordance with Cherokee Nation Acquisition Management's Policy and Procedures and only to bidders who provide proof of current TERO certification from the Cherokee Nation Tribal Employments Office (TERO). Proof of TERO certification must accompany and be included in sealed bid submittal. Cherokee Nation reserves the right to determine the format of any agreement resulting from this bid opportunity.

(16) Site Inspections

a) At the time of the opening of bids each bidder will be presumed to have inspected the site and to have read and to be thoroughly familiar with the plans and contract documents (including all addenda).

b) 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.

c) **There is a mandatory site visit on October 14, 2026 at 10:00 a.m. CT. If a company is interested, but unable to attend, but unable to attend the mandatory site visit as stated,**

there will be an opportunity to meet the requirement October 15, 2026, at 10:00 a.m. CT by contacting Marty Kimble at (918) 570-9072 to schedule.

(17) Construction Inspections

a) The Contractor shall maintain an adequate inspection system and perform such inspections as will ensure that the work performed under the contract conforms to contract requirements.

b) The Contractor shall maintain complete inspection records and make them available to the NATION.

c) All work is subject to the NATION's inspection and testing at all places and at all reasonable times before acceptance to ensure strict compliance with the terms of the contract.

d) NATION inspections are for the sole benefit of the NATION and do not-
   i. Relieve the Contractor of responsibility for providing adequate quality control measures;
   ii. Relieve the Contractor of responsibility for damages to or loss of the material before acceptance;
   iii. Constitute or imply acceptance; or
   iv. Affect the continuing rights of the NATION after acceptance of the completed work.

e) The presence or absence of the NATION's inspector does not relieve the Contractor from any contract requirement, nor is the inspector authorized to change any term or condition of the specification without the NATION's written authorization.

f) Contractor Cooperation
   i. The Contractor shall promptly furnish, without additional charge, all facilities, labor, and material reasonably needed for performing such safe and convenient inspections and tests as may be required by the NATION.
   ii. The NATION may charge to the Contractor any additional cost of inspection or test when work is not ready at the time specified by the Contractor for inspection or test, or when prior rejection makes reinspection or retest necessary.
   iii. The NATION shall perform all inspections and tests in a manner that will not unnecessarily delay the work. Special, full size, and performance tests shall be performed as described in the contract.

(18) Non-conforming Work

The Contractor shall, without charge, replace or correct work found by the NATION not to conform to contract requirements, unless in the public interest the NATION consents to accept the work with an appropriate adjustment in contract price. The Contractor shall promptly segregate and remove rejected material from the premises.

If the Contractor does not promptly replace or correct rejected work, the NATION may:

a) By contract or otherwise, replace or correct the work and charge the cost to the Contractor, or

b) Terminate for default the Contractor's right to proceed.

(19) Destructive Inspection

a) If, before acceptance of the entire work the NATION decides to examine already completed work by removing it or tearing it out, the Contractor, on request, shall promptly furnish all necessary facilities, labor, and material.

b) If the work is found to be defective or nonconforming in any material respect due to the fault of the Contractor or its subcontractors, the Contractor shall be responsible for the expenses of the examination and of satisfactory reconstruction. If the work is found to meet contract requirements, the NATION shall make an equitable adjustment for the additional services involved in the examination and reconstruction, including, if completion of the work was thereby delayed, an extension of time.

(20) Acceptance

a) Unless otherwise specified in the contract, the NATION shall accept, as promptly as practicable after completion and inspection, all work required by the contract or that portion of the work the NATION determines can be accepted separately.

b) Acceptance shall be final and conclusive except for latent defects, gross mistakes amounting to fraud, or the NATION's rights under any warranty or guarantee.

(21) Safety Standards and Accident Prevention

With respect to all work performed under the contract, the contractor shall:

a) Comply with the safety standards provision of applicable laws, building and construction codes and the "Manual of Accident Prevention in Construction" published by the Associated General Contractors of America, the requirements of the Occupational Safety and Health Act of l970 (Public Law 91-596) and the requirements of Title 29 of the Code of Federal Regulations, Section 1518 as published in the "Federal Register", Volume 36, No. 75, Saturday, April l7, l971.

b) Exercise every precaution at all times for the prevention of accidents and the protection of persons (including employees) and property.

c) Maintain at his office or other well known place at the job site, all articles necessary for giving first aid to the injured, and shall make standing arrangements for the immediate removal to a hospital or a doctor's care for persons (including employees) who may be injured on the job site. Employees shall not be permitted to work at a job site before the employer has made a standing arrangement for removal of injured persons to a hospital or doctor.

(22) Invoice Submission

a) The Contractor shall submit an original invoice on the schedule described in this bid package specifications upon completion of work and after inspection to: Cherokee Nation Planning and Development, Attention: Marty Kimble, PO Box 948, Tahlequah, OK 74465 . Invoices

will be approved and submitted for payment upon completion and acceptance of work by Cherokee Nation; it is the responsibility of the Contractor to submit invoice per instructions.

b) The Contractor agrees to include the following information on each invoice:
   i. Contractor's name and invoice date;
   ii. Contract number;
   iii. Description, cost or price, and quantity of services actually rendered;
   iv. Payment terms as agreed to in the contract;
   v. Other substantiating documentation or information as required by the contract; and
   vi. Name, title, phone number, and complete mailing address of responsible official to whom payment is to be sent.

c) The NATION may, at any time, request information necessary to determine the appropriateness of partial payment amounts.

(23) Work Requirements

The Contractor shall notify the Project Inspector two work days prior to performing any work before 7 am, after 5 pm, or any Saturday, Sunday or Holiday in order that NATION may inspect any work should they choose.

(24) Drug Free Workplace and Tobacco Free Workplace

a) 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.

b) NATION will consider lack of enforcement or lax enforcement of the statement by 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 bidder's Drug Free Workplace statement shall be included with the bid or else the successful bidder will be deemed to accept and agree to use the statement provided by NATION.

e) 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.

(25) Debarment, Suspension, Proposed Debarment, and Other Responsibility Matters

a) The Contractor shall certify, to the best of its knowledge and belief, that the Contractor or any of its Principals:

i. Are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency or Indian tribe;

ii. Have not, within a three-year period preceding this offer, 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 commission of embezzlement, theft, forgery, bribery, falsifications or destruction or records, making false statements, or receiving stolen property 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.

b) The Contractor certifies they have not, within a three-year period preceding this offer, had one or more contracts terminated for default by a Federal, state, local or tribal agency.

c) The Contractor shall provide immediate written notice to the NATION if, at any time prior to contract award, the Contractor learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

d) This certification is a material representation of fact upon which reliance was placed when making award. If it is later determined the Contractor knowingly rendered an erroneous certification, in addition to other remedies available to the NATION, the NATION may terminate the contract resulting from this solicitation for default.

(26) Environmental Protection

a) If extraordinary or exceptional circumstances involving the National Environmental Policy Act (NEPA) and related environmental considerations are encountered in the project, or if there is any change in the project, which could change the project environmental determination, the Contractor agrees to stop construction in affected areas and to notify the NATION'S Project Inspector.

b) The work covered by this section consists of furnishing all labor, materials, and equipment, and performing all work required for the prevention of environmental pollution during, and as a result of, construction operations under this contract except for those measures set forth in other technical provisions of these specifications. For the purpose of these specifications, environmental pollution is defined as the presence of chemical, physical, or biological elements or agents which adversely affect human health or welfare; unfavorably alter ecological balances of importance of human life; affect other species of importance to man; or degrade the utility of the environmental pollution requiring consideration of air, water, and land, and involves noise and solid waste-management, as well as other pollutants. This section applies to work at all sites.

c) In order to prevent, and to provide for abatement and control of, any environmental pollution arising from construction activities of the Contractor and subcontractors in the performance of this contract, they shall comply with all applicable Federal, State, Local, Tribal laws, and regulations concerning environmental pollution control and abatement.

d) The NATION will notify the Contractor of any observed non- compliance with the foregoing provisions. The Contractor shall, after receipt of such notice, immediately take corrective action. Such notice when delivered to the Contractor or his authorized representative at the site of the work shall be deemed sufficient for the purpose.

e) If the Contractor fails or refuses to promptly take corrective action, the NATION may issue an order stopping all or part of the work until satisfactory corrective action has been taken. No part of the time lost due to any such stop orders shall be made the subject of a claim for extension of time, for excess costs or damages by the Contractor unless it was later determined the Contractor was in compliance.

f) Compliance with the provisions of this section by subcontractors will be the responsibility of the Contractor.

g) Prior to commencement of the work, the Contractor will discuss environmental protection with the NATION's Project Inspector to develop a mutual understanding relative to compliance with these provisions and administration of the environmental pollution control program.

h) Protection of Land Resources:
   i. The resources within the scope of work under this contract shall be preserved in their present condition or be restored to a condition after completion of construction that will appear to be natural and not detract from the appearance of the project. Insofar as possible, the Contractor shall confine his construction activities to areas defined by the plans or specifications. At the onset of ditch grading, topsoil shall be saved for use in restoring the ditch areas. Waste and borrow areas shall be leveled or trimmed to regular lines and shaped to provide a neat appearance. In all instances the restored area shall be well drained, so as to prevent the accumulation of stagnant water.
   ii. Except in areas shown on the plans or specified to be cleared, the Contractor shall not deface, injure, or destroy trees or shrubs, nor remove or cut them without special authority from the NATION.
   iii. Any trees or other landscape features scarred or damaged by the Contractor's equipment or operations shall be restored as nearly as possible to original condition at the Contractor's expense.
   iv. The Contractor shall obliterate all signs of temporary construction facilities such as haul roads, work areas, structures, foundations of temporary structures, stockpiles of excess or waste materials, or any other vestiges of construction, as directed by the Project Engineer or his representative. The disturbed areas shall be graded and filled as required sufficient topsoil shall be spread to provide minimum depth of four (4) inches of suitable soil for the growth of grass, and the entire area seeded.

(27) Protection of Water Resources:

a) The Contractor shall not pollute streams, lakes or reservoirs with fuel, oils, bitumens, calcium chloride, acids, construction wastes or other environmentally harmful materials. It is the responsibility of the Contractor to investigate and comply with all applicable Federal, State, County, Local and Tribe water laws concerning pollution of rivers and streams.

b) Special measures shall be taken to prevent chemicals, fuels, oils, bituminous materials, waste washings, and cement from entering drainage ditches.

c) The Contractor shall at all times perform all work and take such steps required to prevent any interference or disturbance to fish and wildlife. Fouling or polluting of water will not be permitted. Wash waters and wastes shall be processed, filtered, ponded, or otherwise treated pursuant to all applicable rules prior to their release into a river or other body of water.

d) No material shall be burned at the project site unless otherwise specified in the contract or authorized by the NATION and any other appropriate regulatory body.

e) The Contractor will be required to maintain all work areas within the project boundaries free from dust or debris that would cause a hazard or nuisance to others. Dust control shall be performed as the work proceeds and whenever a dust nuisance or hazard occurs.

SPECIFICATIONS, SCOPE OF WORK & DRAWINGS
PROVIDED BY CHEROKEE NATION
PLANNING & DEVELOPMENT

Scope of Work:

The Cherokee Nation is seeking sealed bids from qualified contractors for the complete construction of the Oak Hill – Piney Community Building located at 43777 Oak Hill Road, Jay (Delaware County), Oklahoma. The Cherokee Nation will only be accepting sealed bids from General Contracting Companies to act as the sole primary Contractor. Interested parties are to provide bids to furnish all labor, quality control, materials, supplies, and supervision to complete the project. All bids from General Contractors shall be whole and assume all sub-contracts and divisions of labor.

The following link provides all specifications.

Oak Hill-Piney

SEALED BID – BID FORM
OAK HILL – PINEY COMMUNITY BUILDING
(DELAWARE COUNTY)

To the Cherokee Nation:

This Bidder, in compliance with your invitation for a sealed bids for the complete construction of the Oak Hill – Piney Community Building located in Jay (Delaware County), Oklahoma and, having examined the bid documents; and, being familiar with all of the conditions surrounding the scope of work of the proposed project, hereby proposes to furnish all labor, quality control, materials, supplies, and supervision to complete the project for each site in accordance with the Contract Documents, and at the prices stated below. These prices to cover all expenses and taxes incurred in performing the work required under the Contract Documents, of which this proposal is a part.

Bidder hereby agrees to commence work under his contract on dates to be specified in a written "Notice of Award" for the drawings and a "Notice to Proceed" for the construction from the NATION, if he is the successful bidder. Substantial Completion, as defined by the A/E team, shall be reached within bidder's Calendar Days to Complete, as listed on bidding form, or $500 per calendar day will be charged against the Contractor for each calendar day in default.

Should any addenda be issued prior to the submission of this proposal, bidder acknowledges receipt of same by initials and date of the following addenda.

ADDENDUM #l _____

ADDENDUM #2 _____

Bidder understands the NATION reserves the right to reject any or all bids and to waive any informalities in the bidding. Bidder understands award of this contract shall be subject to available funding.

Bidder agrees his bid shall be good and may not be withdrawn for a period of 90 calendar days from bid opening. Bidder will cooperate with the NATION to ensure a formal contract is fully executed within 10 days of his notice if he is the successful contractor.

Indian preference will be given on this project to firms certified as Indian-owned by the Cherokee Nation Tribal Employment Rights Office (TERO). Proof of certification must accompany all bids.

BASE BID: OAK HILL – PINEY COMMUNITY BUILDING

The General Contractor, as Bidder, agrees to perform all work as shown and called for in the Plans and Specifications for the Cherokee Nation, that is shown to be the Base Bid.

The project will be completed within bidder's Calendar Days to Complete from Notice of Award issued by Cherokee Nation. The Bidder agrees to furnish all labor, quality control, materials, supplies, and supervision to complete the project in accordance with the scope of work and specifications for this project, and at the prices stated below.

BASE BID: **$**_____

ALTERNATE 1: **$**_____
Sports Court, Surrounding Sidewalk & Fence

ALTERNATE 2: **$**_____
Playground & all Playground Equipment

ALTERNATE 3: **$**_____
All remaining Sidewalk and Landscaping

GRAND TOTAL: **$**_____

Calendar Days to Complete: _____

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

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

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

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

My commission expires _____, 20___.

_____
Notary Public Signature

_____
Commission Number

BONDING REQUIREMENTS

Minimum requirement for bonding and insurance shall be as follows:

a) A bid bond equal to five percent (5%) of grand total bid amount. A "bid bond" is one executed in connection with a bid offer to guarantee the contractor will enter into a contract if given the award. **The only documents accepted will be an actual bid bond or a cashier's check.**

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.

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 Cherokee Nation 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."

DIRECTIONS FOR PREPARING AND EXECUTION OF BONDS

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

The name, including full legal name, and residence of each individual party to the bond shall be inserted in the body thereof, and each such party shall sign the bond with his usual signature on the line opposite scroll seal.

If the principals are partners, their individual names shall appear in the body of the bond, with the recital they are partners composing a firm, naming it, and all members of the firm shall execute the bond as individuals.

The signature of a witness shall appear in the appropriate place, attesting the signature of each individual party to the bond.

In case the surety and if the principal is a corporation; the name of the State in which incorporated shall be inserted in the appropriate place in the body of the bond, and said instrument shall be executed and attested under the corporate seal, the fact shall be stated, in which case a scroll or adhesive seal shall appear following the corporate seal.

The official character and authority of the person or persons executing the bond for the principal, if a corporation, shall be certified by the secretary or assistant secretary, according to the form attached hereto. In lieu of such certificate, there may be attached to the bond copies of so much of the records of the corporation as will show the official character and authority of the officer signing, duly certified by the secretary or assistant secretary, under the corporate seal, to be true copies.

The date of the bond must not be prior to the date of the instrument for which it is given.

CONTRACTOR'S INSURANCE REQUIREMENTS

Before performing contractual services on 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: $1,000,000 each accident
   Bodily Injury by Disease: $1,000,000 policy limit
   Bodily Injury by Disease: $1,000,000 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 $2,000,000 aggregate
3) Automobile Coverage:
   Vehicles Covered:
   All Autos
   Hired Autos
   Non-owned Autos
   Limits of Liability:
   Bodily Injury and Property Damage Combined: $1,000,000
4) Builders Risk Insurance: Site must be referenced on certificate.

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.

CHEROKEE NATION INDIAN PREFERENCE POLICY IN CONTRACTING

The Cherokee Nation shall to the greatest extent feasible give preference in the award of contracts to Indian organizations and Indian-owned economic enterprises. All contracting is required to comply with procedures for selection of Contractors and Sub-contractors as set forth in the Cherokee Nation Tribal Employment Rights Office, Resolution No. 84-50 and Ordinance Section No. 4.8 which provides for preference to Indians in the awarding of contracts, as well as the Cherokee Nation Acquisition Management Policies and Procedures. All work to be performed under any contract is also subject to Section 7(b) of the Indian Self-Determination Act.

All contracting pursuant to this Agreement shall comply with procedures for selection of contractors and sub-contractors set forth within § 5307 of the Indian Self-Determination and Education Assistance Act (25 U.S.C. § 5301 *et seq*.), as well as the Cherokee Nation Acquisition Management Policies and Procedures. To that end, the parties to this Agreement shall, to the greatest extent feasible, give preference and opportunities for training and employment to Indian and Alaska Natives, and preference in the award of contracts to Indian organizations and Indian-owned economic enterprises. This clause shall be included in every subcontract in connection with the Project, and Contractor shall, at the direction of Cherokee Nation, take appropriate corrective action in the event of a finding by Cherokee Nation of a violation hereof by a contractor or subcontractor.

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.

ATTACHMENT A

PREPARATION OUTLINE FORM

PREPARATION OUTLINE
OAK HILL – PINEY COMMUNITY BUILDING

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

a. Preparation Outline (Attachment A, this page)

b. Bid Form (Bid Packet, Page 18)

c. Base Bid Form (Bid Packet, Page 19)

d. Non-Collusive Affidavit (Bid Packet, Page 20)

e. Previous Work History Form (Attachment B)

f. TERO Certification (If applicable, to be provided by bidder)

g. Statement on providing Indian Preference in Employment and Training Opportunities (Attachment C)

h. Statement on providing Indian Preference in the award of Subcontracts (Attachment D)

i. Bid Bond – 5% of Grand Total Bid Amount

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

_____ _____
Authorized Signature Title

_____ _____
Company Name Date

ATTACHMENT B

PREVIOUS WORK HISTORY FORM

PREVIOUS WORK HISTORY FORM

NOTE: This form is a required submission from each bidder/offeror and is the Nation'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 vendors listed. In thedisclosure space, enter any defaults, assignments or foreclosures.

Employer/Company name, address, phone & fax	Contract Amount	Contract start and completion dates	Describe type of work performed/completed	Disclosures	Contractor's Current and previous vendors – give address and phone/fax
Please attach additional sheets as required to sufficiently provide a minimum of three (3) years work history					

ATTACHMENT C

STATEMENT
PROVIDING INDIAN PREFERENCE
IN EMPLOYMENT & TRAINING

Statement on Providing Indian Preference
In Employment and Training Opportunities

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

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

_____

_____

_____

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

_____

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

_____

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

_____

_____

Describe the methods that will be used to train Indian employees_____

_____

_____

_____

_____

Comparable statements from all subcontracts must be submitted.

_____
Company Name

_____ _____
Signature **Date**

ATTACHMENT D

STATEMENT
PROVIDING INDIAN PREFERENCE
IN SUBCONTRACTING

Statement on Providing Indian Preference
In the Award of Subcontracts

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

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

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

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

_____

_____

_____

_____

_____

_____

_____

_____

_____

_____

_____
Company Name

_____ _____
Signature **Date**

ATTACHMENT E

REQUIRED DOCUMENTS LISTING
SUCCESSFUL BIDDER ONLY

Required Documents for Successful Bidder Only

a. Labor information form (to be provided by Cherokee Nation)

b. W-9 form

c. Signed Contract (contract will be drafted and provided by Cherokee Nation). SAMPLE ONLY PROVIDED (Attachment F)

d. Core Crew Listing

e. Request for Acceptance of Subcontractors (Attachment G)

ATTACHMENT F

CHEROKEE NATION CONTRACT
SAMPLE ONLY

SAMPLE ONLY

CHEROKEE NATION
SERVICE AGREEMENT
PURCHASE ORDER # _____

This Agreement is made and entered into this _____ day of _____, 20___ by and between the Cherokee Nation, P.O. Box 948, Tahlequah, Oklahoma 74465 (hereinafter referred to as the "NATION"), and_____-., Federal Identification Number_____, _____, _____, (hereinafter referred to as the "CONTRACTOR").

The NATION is a sovereign nation and enjoys the full privileges of a sovereign's immunity from suit, as recognized by Congress and the United States Supreme Court. Execution of this Agreement shall not be construed to be a waiver of sovereign immunity, and neither shall any clause herein be construed to effectuate the consent to suit, as the NATION expressly declines to waive sovereign immunity.

WHEREAS, the NATION wishes to enter into an Agreement with the CONTRACTOR to provide the labor, materials, administration, services, supplies, equipment, transportation, and quality control necessary to _____, based on bid solicitation**,** herein referred to as "ATTACHMENT A" and CONTRACTOR'S bid dated _____, herein referred to as "ATTACHMENT B", and

WHEREAS, the CONTRACTOR hereby affirms it is an independent contractor in accordance with the laws of the State of Oklahoma and the Internal Revenue Service, and further maintains it is qualified, willing, and able to perform the services herein described, and

NOW THEREFORE, and in consideration of the mutual covenants, promises, agreements, understandings, and conditions herein contained, the parties hereto mutually promise to the other, agree, and understand as follows, to wit:

TERM: The term of this Agreement shall be from date of last signature through ending date specified in a Notice to Proceed Letter unless canceled or extended in writing by both parties hereto.

NOTICES: All notices required hereunder shall be sent via U.S. Mail, postage paid as follows:

To the NATION:
Cherokee Nation
Procurement Department
Attention: _____
P.O. Box 948
Tahlequah, OK 74465

To the CONTRACTOR:

PERFORMANCE REQUIREMENTS OF THE CONTRACTOR:

The CONTRACTOR shall provide all labor, materials, administration, services, supplies, equipment, transportation, and quality control necessary to provide _____ based on bid solicitation**,** herein referred to as "ATTACHMENT A" and CONTRACTOR'S bid dated _____, herein referred to as "ATTACHMENT B", and

ASSIGNMENT OR NON-ASSIGNMENT PROVISION:

The NATION and the CONTRACTOR hereby agree the services specified in this Agreement may not be delegated or assigned without the prior written approval of the NATION.

TERMINATION OR CANCELLATION CLAUSE:

In the event the NATION should cancel or terminate the requested work, such cancellation or termination shall be submitted in writing and the NATION shall pay the CONTRACTOR for documented and completed work up to the point of notice of termination or cancellation.

Should the CONTRACTOR be adjudged bankrupt, or make a general assignment for the benefit of its creditors, or should a receiver be appointed because of its insolvency, or should it fail to make reasonable prompt payment to its subcontractors or for materials or labor, disregard laws, ordinances or other governmental regulations, or substantially violate any provisions of this Agreement, the NATION may, upon giving written notice, terminate the CONTRACTOR'S services, and take possession of the premises and all belongings thereon and arrange for the completion of the work. The CONTRACTOR shall be paid only the Agreement's price for work satisfactorily performed prior to the date of termination, and shall not receive such payment until the work is finished. Should the cost of completing the work exceed said unpaid balance, the CONTRACTOR shall pay the NATION the difference, plus any other proper charges or damages resulting from the termination of the CONTRACTOR'S services. The CONTRACTOR, at its cost, shall remove from the site any material designated by the NATION to be removed.

Should the CONTRACTOR wish to terminate or cancel any contracted work, it may do so by informing the NATION of its intent with written notice. The CONTRACTOR agrees to request no further compensation and understands the NATION will make no payment for any work project canceled at the CONTRACTOR'S request.

MODIFICATIONS:

No change or modification of the terms and conditions of this Agreement shall be effective unless approved in writing and executed by both parties hereto. Any changes to the design, specifications, or costs of this Agreement proposed by the CONTRACTOR must be approved in writing prior to implementation, by the NATION'S Procurement Department and the designated Cherokee Nation Inspector.

ASSURANCES:

The CONTRACTOR, its employees, subcontractors, agents, and representatives shall indemnify, defend, and hold harmless the NATION, its employees, agents, and representatives against all suits, actions, losses, damages, expenses, and liabilities for injury or harm to persons, including employees of the CONTRACTOR and its subcontractors, agents, and representatives, for loss of or damage to the NATION'S or CONTRACTOR'S property, resulting from, arising out of, or in any way connected with the performance of this Agreement.

STATUS OF THE PARTIES:

The parties hereto stipulate and agree the CONTRACTOR is an independent contractor, and the NATION is interested only in the results of the CONTRACTOR'S services and shall not control the means or methods by which the CONTRACTOR'S services are rendered. The CONTRACTOR is not eligible for federal, Social Security, State Workers' Compensation, or Unemployment Insurance Benefits from the NATION by virtue of payment received and shall be responsible for all federal and state taxes related to payments received from the NATION under the terms of this Agreement.

CONSIDERATION OR COMPENSATION:

In consideration for the services provided, the NATION shall compensate the CONTRACTOR in the amount of _____ ($_____). The NATION SHALL process payment within a reasonable time upon receipt of the CONTRACTOR'S properly prepared invoice(s). Any travel incurred under this Agreement shall be included in the CONTRACTOR'S fee and is the responsibility of the CONTRACTOR. The CONTRACTOR shall submit an original invoice, satisfactory release of liens or claims for liens by subcontractors, laborers, and material suppliers for completed work and installed materials, and full compliance with all terms and conditions of this Agreement, to the attention of _____, Cherokee Nation_____, P.O. Box 948, Tahlequah, OK 74465. The CONTRACTOR'S invoice shall include a description of the services provided, date(s), and amount(s). The NATION shall make full payment for completed work within a reasonable time, upon inspection and certification of the work as satisfactorily completed, approval for payment by an authorized Cherokee Nation Inspector, and receipt and approval of the CONTRACTOR'S properly prepared invoice and attached releases in accordance with payment schedule outlined in bid specifications. The NATION and the designated Cherokee Nation Inspector must approve requests for progress payments for construction, renovation, and remodeling projects. The Contractor certifies all sums due to subcontractors, laborers and material suppliers have been paid or will be paid within ten (10) days of receipt of payment by the NATION. This Agreement shall not exceed _____ ($_____) without the prior written consent of the Principal Chief, Cherokee Nation or his designee.

LIENS AND CLAIMS:

The CONTRACTOR shall pay, or cause to be paid when due, all bills for labor, materials, equipment, or services connected with work performed hereunder, and shall not itself assert any lien or permit any lien to be asserted or maintained against the project. The NATION may, as a condition precedent to any payment hereunder, require the CONTRACTOR to submit satisfactory evidence of payment and release of all such claims. If at any time, there should be evidence of any lien or claim for which the NATION or any of its property might be liable or subject to and which originates with the CONTRACTOR, the NATION shall have the right to retain out of any payment then due or thereafter owed to the CONTRACTOR, an amount sufficient to indemnify the NATION completely against such lien or claim until such time as the CONTRACTOR shall deliver to the NATION a complete release satisfactory to the NATION releasing such claim or claims, lien or liens, or receipts in full.

DRAWINGS AND SPECIFICATIONS:

Anything mentioned in the specifications and not shown on the drawings, or shown on the drawings and not mentioned in the specifications, shall be of like effect as if shown and mentioned in both. In case of conflict or inconsistency between specifications and drawings, or in case of discrepancies,

omissions, and/or errors, the matter shall be submitted immediately to the NATION for determination and the NATION'S determination shall be final. The CONTRACTOR waives any claim to additional compensation in respect of any such discrepancy, error or omission not so submitted to the NATION, and any work affected by such discrepancy, error or omission which is performed by the CONTRACTOR after discovery thereof but prior to the NATION'S determination shall be at the CONTRACTOR'S risk.

WORKING CONDITIONS:

All of the CONTRACTOR'S employees engaged in the work hereunder, as well as the CONTRACTOR'S representatives, suppliers, subcontractors, and visitors, shall be subject to the rules and regulations set by the NATION for the safety and orderly and efficient conduct of all operations upon the project site. The CONTRACTOR shall be responsible for all hours worked at premium pay without the NATION'S written authorization.

The CONTRACTOR shall promptly take all precautions which are necessary and adequate against any conditions created during the progress of the CONTRACTOR'S activities hereunder which involve the risk of bodily harm to persons or a risk of damage to any property. The CONTRACTOR shall continuously inspect all work, materials, and equipment to discover and determine any such conditions and shall be solely responsible for discovery, determination, and correction of any such conditions. The CONTRACTOR shall comply with all applicable safety laws, standards, codes, and regulations in the jurisdiction where the work is performed, specifically, but without limiting the generality of the foregoing, and regardless of any exemptions provided by law, with all rules, regulations, and standards adopted pursuant to applicable state and federal safety laws. The CONTRACTOR assumes all liability for its failure to comply with the provisions of this paragraph. The CONTRACTOR shall include this paragraph in its entirety in all subcontracts for any work at the project site.

RESPONSIBILITY FOR WORK:

The CONTRACTOR has had the full opportunity to examine the site and data pertaining to this work, determine the scope of work involved, and assumes full responsibility for the performance of the work in a manner adequate to meet the conditions encountered.
The CONTRACTOR shall be responsible for loss of or damage to all materials delivered and work performed until completion and acceptance by the NATION, and upon completion, the work shall be delivered complete and undamaged. Materials furnished by the NATION shall be used by the CONTRACTOR in an economical manner.

The CONTRACTOR shall indemnify, defend, and hold harmless the NATION, its employees, agents, and representatives from and against any and all suits, actions, legal or administrative proceedings, claims, demands, damages, liabilities, losses, costs, and expenses of whatsoever kind or nature, whether arising before or after the completion of the work and in any manner directly or indirectly caused, claimed to be caused, by reason of any act, omission, fault or negligence, whether active or passive of the CONTRACTOR, or of anyone acting under its direction or control, or on its behalf, in connection with, or incident to the performance of this Agreement.

GUARANTEES:

All materials and labor furnished by the CONTRACTOR pursuant to this Agreement shall conform to the specifications, drawings, performance requirements, operating standards, designs and other descriptions contained in this Agreement or furnished to the CONTRACTOR therefore. All materials furnished and all work are to be new and of the best quality of their respective kinds, to be free from faulty design (to the extent said design is not specified by the NATION), workmanship, or materials and to be of sufficient size and capacity of proper material so as to fulfill in all respects the

operating conditions specified. The CONTRACTOR agrees that it will repair or replace, at its expense, all materials, equipment, and construction work furnished or performed by the CONTRACTOR or its subcontractors which fail to conform to the aforesaid guarantee in any respect and which are discovered and communicated to the CONTRACTOR during the progress of the work, and for a period of one (1) year following the completion of the work by the CONTRACTOR and its acceptance by the NATION; provided, however, that if the CONTRACTOR'S field forces are unable to promptly perform the required repair or replacement which becomes necessary, the NATION may, at its option, make the necessary repairs and charge the cost thereof to the CONTRACTOR. The NATION shall not be deemed to have waived any rights by allowing or requiring the CONTRACTOR to cure a breach of warranty by repair or replacement of materials and/or workmanship or by itself repairing or replacing materials and/or workmanship.

TAXES AND ASSESSMENTS:

Except to the extent otherwise indicated in this Agreement, the CONTRACTOR accepts liability for the payment of sales taxes on materials purchased by CONTRACTOR for project and any and all assessments for unemployment benefits, or other purposes which are in whole or in part measured by and/or based upon the wages, salaries, or other enumerations paid to persons employed by the CONTRACTOR on work performed under this Agreement.

LAWS AND REGULATIONS:

The parties' performances under this Agreement shall comply with all applicable laws, ordinances, rules, and regulations of any governmental agency having jurisdiction and shall pay any fine, penalty, loss, damage, or expense resulting from either party's failure to comply therewith. The CONTRACTOR shall provide all licenses and permits required to perform its obligations under this Agreement, including but not limited to, building permits, contractor's licenses, specialty permits required by law to be issued to the CONTRACTOR, and/or transportation permits. The CONTRACTOR and its subcontractors shall, in addition to the above, comply with the NATION'S job site procedures and regulations.

CONFIDENTIALITY:

It is understood that any information submitted by the NATION to the CONTRACTOR in respect of the work hereunder embodies certain proprietary information and is loaned to the CONTRACTOR on a confidential basis. Any information acquired at the site or otherwise relating to processes belonging to the NATION incorporated into the project shall be kept confidential. The CONTRACTOR agrees not to use in any unauthorized manner or communicate to others any such confidential items without the prior written consent of the NATION and will undertake such measures as are necessary to require its employees and subcontractors to maintain complete confidentiality.

DISPUTES:

In the event of any dispute which may affect this Agreement, the CONTRACTOR agrees this Agreement shall be governed by the laws of the United States and, where applicable, the laws of the Cherokee Nation.

MEDICAL FIRST AID FACILITIES:

The CONTRACTOR shall be responsible for the provision of adequate first aid facilities at the project site for all personnel employed or retained by the CONTRACTOR or any of its subcontractors in the performance of the work.

DRUG FREE and TOBACCO FREE WORKPLACE

a) 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.

b) The Nation 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 Nation.

e) 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.

EQUIPMENT, MATERIALS, AND SUPPLIES:

The CONTRACTOR agrees to utilize in the course of its work, only equipment, materials, supplies, and protective equipment to ensure compliance with all applicable federal and state safety laws and established safety requirements of the NATION.

INTEGRATION AND WAIVER:

There are no previous or contemporary understandings, representations, or warranties not set forth herein. No subsequent amendment or modification of this Agreement shall be of any force or effect unless in writing and signed by the parties to be bound thereby. No provision of this Agreement shall be considered waived by the NATION unless such waiver is in writing and signed by the NATION. No such waiver shall be a waiver of any past or future default, breach, or modification of any of the provisions of this Agreement unless expressly stipulated in such waiver.

The parties further state to their best of the knowledge, no employee of the NATION who exercises any functions or responsibilities in connection with the performance of the duties under this Agreement has any personal interest, direct or indirect, in this Agreement.

INSURANCE:

Unless otherwise specified in this Agreement, the CONTRACTOR shall, at its sole expense, maintain in effect at all times during the performance of the terms of this Agreement, insurance coverage with policies and carriers satisfactory to the NATION. Such policies shall name the NATION as an additional insured, and shall contain an insurer's waiver of subrogation in favor of the NATION. Not less than ten (10) days advance notice will be given in writing to the NATION prior to cancellation, termination, or material alteration of said policies of insurance.

Before beginning the work hereunder and/or within ten (10) days of execution of this Agreement, the CONTRACTOR shall provide an original certificate of insurance naming the NATION as an additional insured. Said certificate of insurance shall demonstrate the CONTRACTOR'S compliance with the provisions of the above paragraph. All subcontractors with written approval from the NATION to perform work under this Agreement must also comply with these requirements.

The CONTRACTOR shall provide an original certificate of insurance naming the NATION as an additional insured. 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 (10) day cancellation clause.

Required coverage:

AS STATED IN THE REQUEST FOR BID

CHEROKEE NATION INDIAN PREFERENCE POLICY

The Cherokee Nation shall to the greatest extent feasible give preference in the award of contracts to Indian organizations and Indian-owned economic enterprises. All contracting is required to comply with procedures for selection of Contractors and Sub-contractors as set forth in current Legislative Act which provides for preference to Indians in the awarding of contracts, as well as the Cherokee Nation Acquisition Management Policies and Procedures. All work to be performed under any contract is also subject to Section 7(b) of the Indian Self-Determination Act.

ADDITIONAL PROVISIONS PER SECTION 7(b):

All contracting pursuant to this Agreement shall comply with procedures for selection of contractors and sub-contractors set forth within § 5307 of the Indian Self-Determination and Education Assistance Act (25 U.S.C. § 5301 *et seq*.), as well as the Cherokee Nation Acquisition Management Policies and Procedures. To that end, the parties to this Agreement shall, to the greatest extent feasible, give preference and opportunities for training and employment to Indian and Alaska Natives, and preference in the award of contracts to Indian organizations and Indian-owned economic enterprises. This clause shall be included in every subcontract in connection with the Project, and Contractor shall, at the direction of Cherokee Nation, take appropriate corrective action in the event of a finding by Cherokee Nation of a violation hereof by a contractor or subcontractor.

CONTRACTOR:

_____ _____
Authorized Signature **Date**

_____
Please print name & title

CHEROKEE NATION:

_____ _____
Executive Director **Date**

_____ _____
Principal Chief or Designee **Date**

ATTACHMENT G

REQUEST FOR ACCEPTANCE OF SUBCONTRACTOR

REQUEST FOR ACCEPTANCE OF SUBCONTRACTOR

Date_____

TO: _____

Project No. _____

_____ _____
(Project Name)

_____ _____
(Project Location)

In accordance with our prime contract for_____
of this project we request acceptance of the following proposed subcontractor to perform work or supply materials as indicated below:

1. _____
(Name)

_____
(Street address) (City) (State) (Zip code)

2. Scope of work (state kind of work, if for labor, or materials, or both, and give Specification reference):

3. The subcontractor's non-collusive affidavit in the form required by our contract is furnished herewith (original only, attached to the original request).

4. We warrant that the provisions required by our contract to be inserted in each subcontract will be inserted in this subcontract.

5. We certify that this proposed subcontractor is not ineligible to receive awards of contracts from the United States as evidenced by the list or lists of such contractors maintained by the federal government.

6. There will be no assignment of interest in the subcontract except as follow (if none, so state):

1. Terms of payment: Price: $_____
2. Remarks:

_____
(Prime Contractor)

By _____

Title _____

- If a sales agent, identify the manufacturer under "Remarks". If for a subcontract, identify principal subcontractor under "Remarks".

APPROVAL OR REJECTION

The proposed subcontractor named above is _____.

If accepted, the contracting party giving such acceptance assumes no responsibility in connection with the form of terms of the subcontract, nor the performance of the subcontractor, and this form will not be returned.

If rejected, the reason(s) will be briefly stated herein, and this form will be returned within 10 days after receipt..

_____ _____
(Date) (Cherokee Nation)