REQUEST FOR BIDS

RFB – Concrete Paving, Curb and Guttering, Design and Proposal – for Parking and Roadways of Construction of Fourteen (14) duplexes and two (2) four-bedroom units – a total of 16 units, in Tahlequah, OK.



Today's Performance is Tomorrow's Opportunity



Keys to a brighter future

Bid Solicitation: #32-13130 (Concrete Paving)

Bids Due: October 2, 2023, at 5:00 P.M.

Arrowhead Contracting, Inc. 10981 Eicher Drive Lenexa, KS 66219 (913) 232-8329

and

Housing Authority of the Cherokee Nation P.O. Box 1007 Tahlequah, OK 74465 (918) 456-5482





Request for Bids Detailed Announcement

GENERAL:

Arrowhead Contracting, Inc. (hereinafter referred as "Arrowhead") and The Housing Authority of the Cherokee Nation (hereinafter referred as "HACN") is seeking bids from qualified contractors for the turnkey construction of fourteen (14) duplexes and two (2) four-bedroom units. Interested parties are to provide bids to furnish all necessary labor, quality control, licenses, material, equipment, tools, supplies, permits, insurance and supervision to complete the entire project and to perform the work required thereof within the time specified after receipt of "Notice to Proceed". The Contractor will propose an aggressive timeline for completion of work that will be agreed to by Arrowhead and form part of the contract. Contract Extensions will only be allowed under extenuating circumstances. The Scope of Work and Specifications are available in the bid packet, along with all information and all necessary form documents.

<u>Bid will be awarded to the lowest, most responsive/responsible bidder.</u> The subsequent contract must be fully executed within (10) ten days of award or the bid will become null and void, and the next lowest most responsive/responsible bid will be considered. Contract award will be subject to the availability of funds.

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

The deadline for bids is October 2, 2023 at 5:00 p.m. The bids must be emailed to the following personnel: Kimmie Harris at kharris@arrowhead-usa.com and Nathan Limore at nlimore@arrowhead-usa.com Bids may also be hand delivered to Nathan Limore at the job site trailer, E. Ross Street and S. 525 Road, Tahlequah, OK 74464. It is the bidder's responsibility to ensure delivery of bids by designated due date and time.

BIDS MUST BE RECEIVED ON OR BEFORE THE DEADLINE TO BE CONSIDERED. BIDS MUST BE CLEARLY MARKED "BID ENCLOSED, TURNKEY CONSTRUCTION RFB #32-13130". LATE BIDS WILL NOT BE CONSIDERED AND WILL BE RETURNED UNOPENED.

Wage Rate:

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

INDIAN PREFERENCE:

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

Information for Bidders

Bid Documents

Arrowhead Contracting, Inc. (hereinafter referred as "Arrowhead") and The Housing Authority of the Cherokee Nation (hereinafter referred as "HACN") invites bids on the attached bid form. All sections of the form must be completed.

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

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

Qualifications of Bidder

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

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

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

Debarment, Suspension, proposed Debarment and other Responsibility Matters:

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

The responding party certifies to the best of its knowledge and belief that the person, the firm, or any of its principals are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency or Indian Tribe. The bidder will also certify they have not, within a three-year period preceding this Request for Bid:

- Been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, Local or Tribal) contract or subcontract; violation of Federal or State anti-trust statutes relating to the submission of offers; or commissions of embezzlement, theft, forgery, bribery, falsifications, or destruction of records, making false statements, and are not presently indicted for, or otherwise criminally or civilly charged by governmental entity with, commission of any of the offenses enumerated in this provision, or
- Had one or more contracts terminated for default by a Federal, State, Local or Tribal agency.

The responding party shall provide immediate written notice to the HACN if, at any time prior to contract award, the person learns its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

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 be approved by the HACN, and the TERO office must be consulted prior to any subcontractor being on site to ensure all appropriate forms, paperwork and approvals are in place. The successful bidder will be required to complete the Request for Acceptance of Subcontractor at the time of the contract signing if a subcontractor is to be utilized. All sums due to any suppliers or subcontractors must be paid and Lien Waivers submitted to HACN prior to any draw being released to Contractor.

Insurance Requirements: (For Successful Bidder Only)

Before performing contractual services on the behalf of the HACN, compliance with the following insurance requirements must be verified. Provide an original Certificate of Insurance naming the Housing Authority of the Cherokee Nation as a certificate holder.

Certificate should read:

Housing Authority of the Cherokee Nation

Attn. Contracts Dept.

P.O. Box 1007

Tahlequah, Oklahoma 74465

The certificate should contain the following information:

- 1. Type of Insurance
- 2. Policy number
- 3. Effective date
- 4. Expiration date
- 5. Limits of Liability (this amount is usually stated in thousands)
- 6. Ten-day cancellation clause

Required Coverage:

1. Worker's Compensation and Employer's Liability:

Limits of Liability:

Bodily Injury by Accident: \$500,000 each accident Bodily Injury by Disease: \$500,000 policy limit Bodily Injury by Disease: \$500,000 each employee

Oklahoma Statute requires Worker's Compensation coverage for anyone with one (1) or more employees.

2. General Liability:

Coverage:

Comprehensive (including products/completed operations)

Limits of Liability:

Bodily Injury and Property Damage Combined: \$1,000,000

(Each Occurrence)

3. Automobile Coverage:

Vehicles Covered:

All Autos

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

Hired Autos

Non-Owned Autos

Limits of Liability:

Note: The Contractor shall either: (1) during the life of his subcontract, require each of his subcontractors to procure and to maintain Subcontractor's Public Liability and Property Damage Coverage or the same types of coverage in the same amounts as specified above, or (2) insure the activities of this subcontractors in his own policy.

4. Builders Risk:

Builders Risk in the amount of the project is required for all development construction contracts and shall be supplied by the contractor. Builders Risk Policy must be in effect for the entire term of the contract, including any approved extensions.

- The entire project must be fully completed within the agreed timeline or \$1,000.00 per working day will be charged to the contractor for each day that work continues beyond the contract end date Contract Extensions will only be allowed under extenuating circumstances.
- 6. The Contractor shall verify, on job site, all quantities, measurements or dimensions, conditions, plans, scope of work and write up before submitting this bid. There will be no Change Order to prices based on mistaken quantity count, measurements or dimensions.

Interpretation of the Bid Documents

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

Site Inspections

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

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

<u>Site Inspections may be scheduled for eligible bidders by contacting Rick Smith at (805)512-3242.</u>

Company Name

PREPARATION OUTLINE

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

a.	Preparation Outline (this form, must be signed and dated)
b.	Mandatory Bid Response Form
C.	TERO Certification (Bidder to provide if applicable)
d.	Non-Collusive Affidavit
e.	Previous Work History Form
f.	Contractors Drug Free Workplace Statement or Agreement to follow HACN Drug Free Workplace statement (Copy of contractors or signed statement to agree to HACN) must be included in bid.
g.	Proposed timeline to complete scope of work (Bidder to provide)
** Be a	AL INSTRUCTIONS advised that all responsive proposals will be evaluated as outlined in this ation packet.
Authori	zed Signature Title

Date

MANDATORY PRE-BID Meeting will be held on <u>Sept-25-2023 at 9:00 a.m.</u>. You must have a company representative present to submit a proposal for consideration. There will be a sign-in sheet provided by Arrowhead Contacting. <u>Mandatory Pre-Bid will be held at the Birdtail Addition Jobsite Location 18515 S 525 Rd, Tahleguah, Ok, 74464 —</u>

ARROWHEAD AND HACN

BID SOLICITATION # 32-13130 (Concrete Paving)

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

Scope of Work: Arrowhead contracting will accepting bid proposals for concrete paving, Concrete guttering and flatwork for sidewalks and A/C pads.

- 1. Subcontractor must provide 100% concrete construction drawings and specifications that coincide with the civil construction documents provided.
- 2. Subcontract must obtain all permits required for construction.
- 3. Contractor must provide all clean up and take down forms.
- 4. Contractor will perform all tasks and provide a timeline with scheduled start date.
- Contractor will have to self-perform all scopes of work per construction contract. No Subcontracting
- 6. Contractor will comply with Tero laws, rules and pay Tero fees.
- 7. Contractor will provide a list of number of employees and Native American credentials on employee.
- 8. Please see attachment of civil plans and drawing.

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

GRAN	D TOTAL	\$	
Time to Complete – Within agreed tir	neline from the establi	shed start date.	
NOTE TO BIDDERS REGARDING (Check One)	CHEROKEE) TRIBAL	OR INDIAN PREFERENCE:	
TERO Certified Contractor:(Proof of Certification must accompa		_NO	

SUBMITTED:	
COMPANY NAME	COMPANY ADDRESS
PRINT NAME & TITLE	AUTHORIZED SIGNATURE
DATE	PHONE/FAX
EMAIL ADDRESS	

NON-COLLUSIVE AFFIDAVIT

State of				
County of				
	being fi	irst duly sworr	n, deposed a	ınd says
that he/she is a partner or officer of the the party making and foregoing propose not collusive or sham; that said bidder directly or indirectly, with any bidder or bidding, and has not in any manner, di collusion or communication or confere or any other bidder, or to fix overhead, any other bidder, or to secure any advaction or conference or any other bidder, or to secure any advaction or conference or any other bidder, or to secure any advaction or conference or any other bidder, or to secure any advaction or conference or any other bidder, or to secure any advaction or conference or any other bidder, or to secure any advaction or conference or any other bidder, or to secure any advaction or conference or any other bidder, or to secure any advaction or conference or any other bidder, or to secure any advaction or conference or any other bidder, or to secure any advaction or conference or any other bidder, or to secure any advaction or conference or any other bidder, or to secure any advaction or conference or any other bidder, or to secure any advaction or conference or any other bidder, or to secure any advaction or conference or any other bidder, or to secure any advaction or conference or any other bidder, or to secure any advaction or conference or any other bidder, or to secure any advaction or conference or any other bidder, or to secure any advaction or conference or any other bidder.	sal or bid, that has not collur person, to purectly or indirectly or indirect, with any profit or cost antage again ested in the pr	t such proposided, conspire ut in a sham to ectly, sought person to fix telement of so st the Housing	ed, connived bid or to refra by agreemen the bid price aid bid price g Authority o	or agreed, ain from nt or of affiant or that of of the
Signe	Partner, if the	ne bid is an indivi he bid is a partno ne bid is a corpor	ership;	-
Subscribed and sworn to before me this	day of		, 20	
My commission expires	, 20			
Notary Public Signature				
Commission Number				

Drug Free and Tobacco Free Workplace:

- a) Any Contractor performing work for Arrowhead and the HACN agrees to publish a statement notifying all employees, subcontractors, and other workers that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the Contractor's workplace and specifying the actions that will be taken against violators of such prohibition.
- b) The Housing Authority of the Cherokee 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 Housing Authority of the 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.

Please mark one and sign:	
I have my own (Contractor's) Drug/Tobacco Free Policy/Statement: (Attach your policy/statement and sign and date bottom)	
I agree to the HACN's Drug/Tobacco Free Policy/Statement:	

Housing Authority of the Cherokee Nation PREVIOUS WORK HISTORY FORM

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

Employer/Company Name, Address, Phone/Fax	Contract Amount	Amt. & Size of Units	Describe type of work performed/completed - provide begin & completion dates	Disclosures	Contractor's current & previous vendors give address & phone/fax
Please a	attach additional	sheets as required	to sufficiently provide a minimum of <u>3</u> ye	ars work histor	<u></u>

Davis-Bacon Act WD # OK20230005

"General Decision Number: OK20230005 01/06/2023 Superseded General Decision Number: OK20220005

State: Oklahoma

Construction Type: Residential

Counties: Adair, Cherokee, Craig, Delaware, Mayes, Nowata,

Ottawa and Washington Counties in Oklahoma.

RESIDENTIAL CONSTRUCTION PROJECTS (consisting of single family

homes and apartments up to and including 4 stories)

Note: Contracts subject to the Davis-Bacon Act are generally required to pay at least the applicable minimum wage rate required under Executive Order 14026 or Executive Order 13658. Please note that these Executive Orders apply to covered contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but do not apply to

contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(2)-(60).

|If the contract is entered linto on or after January 30, |2022, or the contract is |renewed or extended (e.g., an |. The contractor must pay |option is exercised) on or |after January 30, 2022:

- |. Executive Order 14026 generally applies to the contract.
 - all covered workers at least \$16.20 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in 2023.

or between January 1, 2015 and generally applies to the |January 29, 2022, and the |contract is not renewed or extended on or after January 130, 2022:

- | If the contract was awarded on |. Executive Order 13658 contract.
 - |. The contractor must pay all| covered workers at least \$12.15 per hour (or the applicable wage rate listed|

<i>、</i>
on this wage determination, if it is higher) for all hours spent performing on that contract in 2023.
The applicable Executive Order minimum wage rate will be
adjusted annually. If this contract is covered by one of the Executive Orders and a classification considered necessary for performance of work on the contract does not appear on this wage determination, the contractor must still submit a conformance request.
Additional information on contractor requirements and worker
protections under the Executive Orders is available at
http://www.dol.gov/whd/govcontracts.
Modification Number Publication Date 0 01/06/2023
SUOK1997-001 09/01/1997
Rates Fringes
Air Conditioning Mechanic\$ 7.25 **
BRICKLAYER \$ 7.25 **
CARPENTER\$ 7.25 **
CEMENT MASON/CONCRETE FINISHER\$ 7.25 **
Drywall Installer &
Sheetrocker\$ 7.25 **
ELECTRICIAN\$ 7.25 **
ELECTRICIAN 7 /.25 ^^
FLOOR LAYER: Carpet 7.25 **
Insulation Installer 7.25 **
Ironworker\$ 7.25 **
LABORER
Laborers\$ 7.25 **

PAINTER Brush\$ 7.25 ** Tapers and Finishers\$ 7.25 **
PLUMBER/PIPEFITTER\$ 7.25 **
Power equipment operators: Backhoe\$ 7.25 ** Bulldozers
ROOFER\$ 7.25 **
Sheet metal worker \$ 7.25 **
TILE SETTER\$ 7.25 **
TRUCK DRIVER\$ 7.25 **
WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.
** Workers in this classification may be entitled to a higher minimum wage under Executive Order 14026 (\$16.20) or 13658 (\$12.15). Please see the Note at the top of the wage determination for more information. Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year.

Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is

like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at

https://www.dol.gov/agencies/whd/government-contracts. Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (ii)).

The body of each wage determination lists the classification and wage rates that have been found to be prevailing for the cited type(s) of construction in the area covered by the wage determination. The classifications are listed in alphabetical order of ""identifiers"" that indicate whether the particular rate is a union rate (current union negotiated rate for local), a survey rate (weighted average rate) or a union average rate (weighted union average rate).

Union Rate Identifiers

A four-letter classification abbreviation identifier enclosed in dotted lines beginning with characters other than ""SU"" or ""UAVG"" denotes that the union classification and rate were prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2014. PLUM is an abbreviation identifier of the union which prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. 07/01/2014 is the effective date of the most current negotiated rate, which in this example is July 1, 2014.

Union prevailing wage rates are updated to reflect all rate changes in the collective bargaining agreement (CBA) governing this classification and rate.

Survey Rate Identifiers

Classifications listed under the ""SU"" identifier indicate that no one rate prevailed for this classification in the survey and the published rate is derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As this weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SULA2012-007 5/13/2014. SU indicates the rates are survey rates based on a weighted average calculation of rates and are not majority rates. LA indicates the State of Louisiana. 2012 is the year of survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. 5/13/2014 indicates the survey completion date for the classifications and rates under that identifier. Survey wage rates are not updated and remain in effect until a new survey is conducted.

Union Average Rate Identifiers

Classification(s) listed under the UAVG identifier indicate that no single majority rate prevailed for those classifications; however, 100% of the data reported for the classifications was union data. EXAMPLE: UAVG-OH-0010 08/29/2014. UAVG indicates that the rate is a weighted union average rate. OH indicates the state. The next number, 0010 in the example, is an internal number used in producing the wage determination. 08/29/2014 indicates the survey completion date for the classifications and rates under that identifier. A UAVG rate will be updated once a year, usually in January of each year, to reflect a weighted average of the current negotiated/CBA rate of the union locals from which the rate is based.

WAGE DETERMINATION APPEALS PROCESS

- 1.) Has there been an initial decision in the matter? This can be:
- * an existing published wage determination
- * a survey underlying a wage determination
- * a Wage and Hour Division letter setting forth a position on a wage determination matter
- * a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour National Office because National Office has responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

> Branch of Construction Wage Determinations Wage and Hour Division U.S. Department of Labor 200 Constitution Avenue, N.W.

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

> Wage and Hour Administrator U.S. Department of Labor 200 Constitution Avenue, N.W. Washington, DC 20210

Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue. 3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

> Administrative Review Board U.S. Department of Labor 200 Constitution Avenue, N.W. Washington, DC 20210

4.) All decisions by the Administrative Review Board are final. _____

END OF GENERAL DECISIO"