

Cherokee Nation

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REQUEST FOR BIDS

CHEROKEE NATION OUTPATIENT HEALTH CENTER – FIRE
LANE STRIPING PROJECT

CHEROKEE COUNTY



Bid Due Date: JUNE 22, 2020

CHEROKEE NATION

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

**CHEROKEE NATION
BID REQUEST
CHEROKEE NATION OUPATIENT HEALTH CENTER- FIRE
LANE STRIPING PROJECT
CHEROKEE COUNTY**

The Cherokee Nation is accepting bids from interested parties for the materials and services to provide fire lane striping to the Cherokee Nation Outpatient Health Center parking lot, 19600 East Ross Street, Tahlequah, Oklahoma 74464. The scope of work and specifications are included in this bid packet. **A mandatory site visit is scheduled for Wednesday, June 10, 2020 at 10:00 a.m. in the main entry of the Cherokee Nation Outpatient Health Center. Contact information is Jessie Brackett at 918-931-6277. A sign-in sheet will be made available at the site visit.**

Interested parties are to provide a bid to furnish all labor, quality control, materials, supplies and supervision to complete the entire project. Interested bidders must follow all directions outlined in this bid packet including the utilization of mandatory bid response sheet to be considered fully responsive.

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

Bids are due Monday, June 22, 2020 by 5:00 p.m.

MANDATORY SUBMITTAL INFORMATION: Bid submittal requirements must be followed. Each bid must be submitted on the prescribed, required form with all areas completed. If forwarded by mail, the envelope containing the bid and all other required, completed documents must be received on or before due date listed. Bids may be mailed to Cherokee Nation Acquisition Management, Attn: Amanda Coles, P.O. Box 948, Tahlequah, OK 74465. Bids may be faxed to the attention of Amanda Coles at (918) 458-4493 or (918) 458-7695 or e-mailed to amanda-coles@cherokee.org. It is the bidder's responsibility to ensure delivery of bids by Monday, June 22, 2020 by 5:00 p.m. Any bids received after the designated date and time will be ineligible for award.

Interpretation of the Bid Documents: All questions or requests for interpretation of the bid must be submitted in written format to Cherokee Nation Acquisition Management. Requests may be e-mailed to amanda-coles@cherokee.org. Requests may also be faxed to (918) 458-4493 or (918) 458-7695, Attention: Amanda Coles.

- a) To be given consideration, questions and interpretation requests must be received no later than Friday, June 12, 2020 by 5:00 p.m.
- b) Any and all such answers and interpretations and any supplemental instructions will be in the form of written addenda to the bid which, if issued, will be communicated in written format to all prospective bidders not later via a posting on the NATION'S website, www.cherokeebids.org with bid announcement. Due date for interpretations for this bid shall be Tuesday, June 16, 2020 by 5:00 p.m.
- c) No answers or interpretation of the bid documents will be made to any bidder orally.
- d) 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.

Bid Acceptance: Bids will be accepted from Indian and Non-Indian bidders. Cherokee Nation reserves the right to reject any and all bids. Cherokee Nation reserves the right to determine if a bid meets stated requirements, and to award a purchase order for the bid that is in the best interest of the Cherokee Nation including but not limited to the total cost and capability of the bidder. Bidders are responsible for any and all costs associated with the preparation and submission of bids. To be considered, bids must be received by the specified date and time; any bid received after stipulated date and time will be returned unopened. No bidder may withdraw their bid within 30 days after proposal due date.

TERO Certification: Indian preference will be given only to bidders who provide proof of current certification from the Cherokee Nation Tribal Employments Office (TERO) located in Tahlequah, Oklahoma, telephone number (918) 456-0671. Proof of TERO certification must accompany and be included in bid submittal.

TERO Requirements: Cherokee Nation TERO Office requirements apply to award of agreement; including fee of ½ of 1% of contract award. Successful bidder must complete required TERO paperwork and pay all applicable fees in accordance with the current Legislative Act for this project. Please contact Cherokee Nation Tribal Employment Rights Office (T.E.R.O.) at (918) 453-5000 with any questions. The successful bidder must have fees and all paperwork submitted to TERO for agreement to be considered fully executed.

Wage Rate Requirements: All laborers and mechanics employed by contractors and subcontractors shall be paid wages at rates not less than those prevailing on projects of character similar in the locality as determined by the Secretary of Labor in accordance with the Davis-Bacon Act.

For this project Wage Rate OK20200067 applies.

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

Conflict of Interest and Restrictions: If any contractor, contractor's employee, subcontractor, or any individual working on the proposed contract may have a possible conflict of interest that may affect the objectivity, analysis, and/or performance of the contract, it shall be declared in writing and submitted to Cherokee Acquisition Management (Attn: Amanda Coles) no later than on or before **Monday, June 22, 2020 by 5:00 p.m.** The NATION will determine in writing if the conflict is significant and material and if so, may eliminate the contractor from submitting a proposal.

Verbal Instructions: Interested parties shall not initiate or execute any negotiation, decision, or action arising from any verbal discussion with any Cherokee Nation employee. Only written communications from the designated Contact Person at Cherokee Nation may be considered a duly authorized expression on behalf of the NATION regarding this RFP. Additionally, only written communications from interested parties are recognized as duly authorized expressions on behalf of the vendor. The same instructions shall apply to any subsequent award and agreement communications.

Qualifications of Bidder: The NATION may make such investigations as deemed necessary to determine the ability of the bidder to perform the work, and the bidder shall furnish to the NATION all such information and data for this purpose as the NATION may request. The NATION reserves the right to reject any bid if the evidence submitted by, or investigation of, successful bidder fails to satisfy the NATION such bidder is properly qualified to carry out the obligations of the contract and to complete the work contemplated therein. Conditional bids will not be accepted.

Subcontracts: The successful bidder is specifically advised that any person, firm, or other party to whom it is proposed to award a subcontract under this contract must also be acceptable to NATION. Any proposed subcontracts must be approved by the NATION, and the TERO office must be consulted prior to subcontractor being on site to ensure all appropriate forms, paperwork, and approvals are in place. Successful bidder will be required to complete the Request for Acceptance of Subcontractor at time of contract signing if subcontractor to be utilized. All sums due to any suppliers or subcontractors must be paid or will be paid within ten (10) days of receipt of any money received from the Cherokee Nation under any executed Agreement.

Method of Award – Lowest Bid That Contains Lowest Most Responsive/Reasonable Offer From Qualified Bidder: After consideration of price and other factors, the project will be awarded to the bidder whose bid is determined to be the lowest most responsive/reasonable offer taking Indian Preference into consideration and in the best interest of the Nation to accept. Award shall be made under unrestricted solicitations to the lowest, most responsive/reasonable bid from a qualified economic enterprise or organization within the maximum total budget price established for the specific project or activity being solicited in accordance with Cherokee Nation Acquisition Management Policy & Procedures. Indian/TERO Preference will be given only to bidders who provide proof of current TERO certification from the Cherokee Nation Tribal Employments Office (TERO) in accordance with current Cherokee Nation Policy. Proof of TERO certification must accompany and be included in sealed bid submittal.

Debarment, Suspension, Proposed Debarment, and Other Responsibility Matters:

The responding party certifies to the best of its knowledge and belief that the person, the firm, or any of its principals are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency or Indian tribe. The bidder will also certify they have not, within a three-year period preceding this Request for Proposal, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, Local or Tribal) contract or subcontract; violation of Federal or State antitrust statutes relating to the submission of offers; or commissions of embezzlement, theft, forgery, bribery, falsifications or destruction of records, making false statements, and are not presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in this provision. The responding party certifies they have not, within a three-year period preceding this Request for Proposal, had one or more contracts terminated for default by a Federal, State, Local or Tribal agency. The responding party shall provide immediate written notice to the Cherokee Nation if, at any time prior to contract award, the person learns its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

General Information: Cherokee Nation reserves the right to waive any informalities or to reject any and all bids. Award will be to the lowest most responsible responsive bidder and will be subject to availability of funds. Indian preference will be given to Contractors certified as an Indian-Owned firm by the Cherokee Nation Tribal Employment Rights Office (T.E.R.O.). Proof of certification must accompany all bids. No bidder may withdraw their bid within thirty (30) days after bid opening date.

A prospective contractor seeking to receive Indian Preference under this contract must be certified as an Indian-owned firm by the Cherokee Nation Tribal Employment Rights Office (TERO) and submit proof of that certification with their bid.

Drug Free Workplace and Tobacco Free Workplace: Any Contractor performing work for the Cherokee Nation agrees to publish a statement notifying all employees, subcontractors, and other workers that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the Contractor's workplace and specifying the actions that will be taken against violators of such prohibition. The NATION will consider lack of enforcement or lax enforcement of the statement by Contractor a default of the contract. The Contractor further agrees to provide all persons engaged in performance of the contract with a copy of the statement. A copy of bidder's Drug Free Workplace statement shall be included with the proposal or else the successful bidder will be deemed to accept and agree to use the statement provided by NATION. The Contractor understands and recognizes that all Cherokee Nation buildings, whether leased or owned, and the grounds surrounding those facilities are considered by the Nation to be a tobacco free workplace. The Contractor will ensure all employees, subcontractors, and other workers will abide by this policy.

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

** Provide an original Certificate of insurance naming the Cherokee Nation as a certificate holder and additional insured with respect to general liability, automobile liability, and builders risk policies, as their interest may appear with respect to the operations defined in this bid packet. The certificate shall reflect that coverage has been placed with an AM Best Rated Carrier of at least A IX and will contain the following information for each required coverage:

- 1) Type of insurance
- 2) Policy number
- 3) Effective date
- 4) Expiration date
- 5) Limits of Liability (this amount is usually stated in thousands)
- 6) Thirty day notice of cancellation, except ten-day cancellation clause will apply for nonpayment of premium.

** Required Coverages:

- 1) Worker's Compensation and Employer's Liability:

Limits of Liability:

Bodily Injury by Accident: \$100,000 each accident

Bodily Injury by Disease: \$500,000 policy limit

Bodily Injury by Disease: \$100,000 each employee

Oklahoma Statute requires Worker's Compensation coverage for anyone with one (1) or more employees. Contractor's worker's compensation policy shall include a waiver of subrogation in favor of Cherokee Nation of Oklahoma.

- 2) General Liability:

Coverages:

Commercial (including products/completed operations) with specific reference made to coverage for lead abatement (as this is usually excluded under standard commercial general liability policies). In addition to the additional insured endorsement, the commercial general liability policy shall also include a waiver of subrogation in favor of Cherokee Nation of Oklahoma.

Limits of Liability:

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

- 3) Automobile Coverage:

Vehicles Covered:

All Autos

Hired Autos

Non-owned Autos

Limits of Liability:

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

NOTE:

The Contractor shall either: (1) require each of his subcontractors to procure and to maintain during the life of his subcontract, Subcontractor's Public Liability and Property Damage for the type and in the same amounts as specified above, or (2) insure the activities of this subcontractors in his own policy. Each subcontractor policy must also name Cherokee Nation as an additional insured with respect to general liability and auto liability.

MANDATORY BID RESPONSE SHEET
CHEROKEE NATION OUTPATIENT HEALTH CENTER
FIRE LANE STRIPING PROJECT
CHEROKEE COUNTY

The General Contractor, as Bidder, agrees to perform all work as shown and called for in the scope of work and specifications for the Cherokee Nation, that is shown to be the Base Bid. The Work will be completed within the specified number of working days of acceptance of this bid, a fully executed contract, and receipt of a Notice to Proceed. The Bidder agrees to furnish all labor and materials for the Base Bid for the sum of:

APPROXIMATELY 8700 LINEAR FEET OF RED FIRE LANE STRIPING

GRAND TOTAL \$ _____

NOTE TO BIDDERS REGARDING INDIAN PREFERENCE: (Check One)

Mandatory Site Visit: Yes No

TERO Certified Contractor: Yes No
(Proof of certification must accompany all bids)

Major Cherokee Employer: Yes No
(Bidder must contact TERO at 918-453-5000 for this preference)

SUBMITTED:

Company Name

Company Address

Company Address

Authorized Signature

Print Name & Title

SPECIFICATIONS AND SCOPE OF WORK

Fire Lane Striping Project Scope of Work

Contractor to provide parking lot striping according to the Fire Lane marking plan included in the package there is approximately 8700 linear feet of RED fire lane striping.

Contractor to verify all measurements.

Contractor to provide all required surface prep and cleaning that is needed for this scope of work.

Contractor to provide all necessary tools, materials and overspray protection to complete this work.

This work is to be completed on off business hours Saturday and Sunday.

Coordinate all work with CNOHC Facilities.

Please submit a schedule of values and estimated completion date with response.

All work to be completed according to Section 32-17-00

Paving Specialties included in this package.

SECTION 32 17 00
PAVING SPECIALTIES

Part 1 GENERAL

1.01 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 01 Specification Sections, apply to this Section.

1.02 SUMMARY

- A. The work under this section of the Specifications includes all labor, materials, equipment, and services necessary for PAVING SPECIALTIES as shown on the Drawings and herein specified and in accordance with the Contract Documents. All costs for labor, materials, equipment, and services necessary for PAVING SPECIALTIES shall be included in the bid prices for the work.

1.03 SECTION INCLUDES

- A. Parking Bumpers
- B. Pavement Markings
- C. Preformed Traffic-Calming Devices

1.04 RELATED SECTIONS

- A. 32 13 00 Rigid Paving
- B. 32 13 73 Concrete Paving Joint Sealants
- C. 32 16 13 Concrete Curbs and Gutters

1.05 DEFINITIONS

- A. AHJ – Authority Having Jurisdiction
 - 1. City of Tahlequah

1.06 ACTION SUBMITTALS

- A. Product Data: For each type of product.
 - 1. Include technical data and tested physical and performance properties.
- B. Shop Drawings: For Pavement Markings.
 - 1. Indicate Pavement Markings, colors, lane separations, defined parking spaces, and dimensions to adjacent work.
 - 2. Indicate, with international symbol of accessibility, spaces allocated for people with disabilities.

1.07 INFORMATIONAL SUBMITTALS

- A. Photograph, video, or both the existing trees and plantings, adjoining construction, roadways, utilities, and site improvements to establish preconstruction conditions. Identify preexisting damage to trees, plantings, adjoining construction, pavements, sidewalks, and other site improvements. Include plans and notations to identify and describe any such conditions.

1.08 DELIVERY, STORAGE, AND HANDLING

1.09 QUALITY ASSURANCE

- A. PRECONSTRUCTION CONFERENCE
 - 1. Conduct a preconstruction conference. Subcontractors that will be performing the work shall attend the preconstruction conference.

B. REGULATORY REQUIREMENTS

1. All materials and methods shall comply with the requirements of the AHJ.
2. If the AHJ has not adopted specifications for materials and methods, the Oklahoma Department of Transportation's 2009 Specifications shall be used.

1.10 CONSTRUCTION CONTROL

- A. Do not commence work until temporary erosion and sedimentation control measures are in place.
- B. CONTRACTOR shall be responsible for properly laying out the work, and for lines and measurements for the work executed under the Contract Documents. Verify the figures shown on the Drawings before ordering any materials and laying out the work, and report errors or inaccuracies in writing to the ENGINEER before commencing work. The ENGINEER or his representative will in no case assume the responsibility for laying out the work.
- C. Existing survey points other than those shown on the Drawings shall not be considered as acceptable control points unless approved by the ENGINEER. If approval is secured, CONTRACTOR remains responsible for maintaining them and for their accuracy. Be responsible for preserving all existing iron or metal, and all concrete survey points or monuments for the construction period.

1.11 PROJECT CONDITIONS

A. TRAFFIC

1. Obtain any Work Zone Permits required from the AHJ at least two (2) working days prior to the start of work and/or placing or removing any barricades or modifying existing traffic control devices.
2. CONTRACTOR shall be responsible for erecting and maintaining barricades and other traffic warning devices as necessary around the perimeter of construction and adjacent to any open trenches. Provide and maintain adequate detours around the work under construction. Provide sufficient lights, warning signs, and watchmen for the safety of the public.
3. Any temporary street closure shall be coordinated with and approved by the AHJ. CONTRACTOR shall establish all detour routes while streets are closed during construction. CONTRACTOR shall notify Fire, Police, and EMSA headquarters when any street is temporarily closed.
4. CONTRACTOR is responsible for the prompt replacement and/or repair of all traffic control devices and appurtenances damaged or disturbed due to construction. Any existing traffic signals, signal loops, conduits, cables, and other traffic control devices affected by the work shall be reset or replaced according to AHJ's specifications. Coordinate the work with the AHJ's traffic department.

B. ENVIRONMENTAL CONDITIONS

1. Environmental Limitations: Proceed with pavement marking only on clean, dry surfaces and at a minimum ambient or surface temperature of 40 deg F for alkyd materials 55 deg F for water-based materials, and not exceeding 95 deg F.

Part 2 PRODUCTS

2.01 PARKING BUMPERS

- A. Concrete Wheel Stops: Precast, steel-reinforced, air-entrained concrete, 3000-psi (28-day) minimum compressive strength, 5-1/2 inches high by 8 inches wide by 72 inches long. Provide chamfered corners, transverse drainage slots on underside, and a minimum of two factory-formed or drilled vertical holes through wheel stop for anchoring to substrate.

- B. Surface Appearance: Free of pockets, sand streaks, honeycombs, and other obvious defects. Corners shall be uniform, straight, and sharp.
- C. Mounting Hardware: Galvanized-steel spike or dowel, 1/2-inch diameter, 10-inch minimum length or hardware as standard with wheel-stop manufacturer.

2.02 PAVEMENT MARKINGS

- A. All materials and products shall comply with the Oklahoma Department of Transportation's 2009 Specifications.

2.03 PREFORMED TRAFFIC-CALMING DEVICES

- A. Speed Bumps: Solid, integrally colored, 96 percent postconsumer or commingled postconsumer and pre-consumer recycled rubber or plastic; UV stabilized. Provide factory-formed or -drilled vertical holes for anchoring to substrate.
 - 1. Size: 2 inches high by 10 inches wide by 72 inches long; with tapered, square, or rounded ends.
 - 2. Size: Modular assembly 3 inches high by 12 feet in overall width, with overall length as dimensioned on Drawings; and with tapered, square, or rounded ends.
 - 3. Color: Black.
 - 4. Embedded Markings: Molded-in, yellow reflective markings, permanently inset in exposed surface.
 - 5. Mounting Hardware: Galvanized-steel lag screw, shield, and washers; 1/2-inch diameter, 8-inch minimum length or hardware as standard with device manufacturer.
 - 6. Adhesive: As recommended by device manufacturer for adhesion to pavement.

Part 3 EXECUTION

3.01 PARKING BUMPERS

A. EXAMINATION

- 1. Verify that pavement is in suitable condition to begin installation according to manufacturer's written instructions.
- 2. Proceed with installation only after unsatisfactory conditions have been corrected.

B. INSTALLATION

- 1. General: Install wheel stops according to manufacturer's written instructions unless otherwise indicated.
- 2. Install wheel stops in bed of adhesive before anchoring.
- 3. Securely anchor wheel stops to pavement with hardware in each preformed vertical hole in wheel stop as recommended in writing by manufacturer. Recess head of hardware beneath top of wheel stop.

3.02 PAVEMENT MARKINGS

A. ADOPTED REQUIREMENTS

- 1. The placement of pavement markings shall comply with the Oklahoma Department of Transportation's 2009 Specifications.

B. EXAMINATION

- 1. Verify that pavement is dry and in suitable condition to begin pavement marking according to manufacturer's written instructions.
- 2. Proceed with pavement marking only after unsatisfactory conditions have been corrected.

C. PAVEMENT MARKING

1. Do not apply pavement-marking paint until layout, colors, and placement have been verified with Architect.
2. Allow paving to age for a minimum of 30 days before starting pavement marking.
3. Sweep and clean surface to eliminate loose material and dust.
4. Apply paint with mechanical equipment to produce pavement markings, of dimensions indicated, with uniform, straight edges. Apply at manufacturer's recommended rates to provide a minimum wet film thickness of 15 mils.
5. Apply graphic symbols and lettering with paint-resistant, die-cut stencils, firmly secured to pavement. Mask an extended area beyond edges of each stencil to prevent paint application beyond the stencil. Apply paint so that it cannot run beneath the stencil.
6. Broadcast glass beads uniformly into wet markings at a rate of 6 lb/gal.

D. PROTECTING AND CLEANING

1. Protect pavement markings from damage and wear during remainder of construction period.
2. Clean spillage and soiling from adjacent construction using cleaning agents and procedures recommended by manufacturer of affected construction.

3.03 PREFORMED TRAFFIC-CALMING DEVICES

A. EXAMINATION

1. Verify that pavement is in suitable condition to begin installation according to manufacturer's written instructions.
2. Proceed with installation only after unsatisfactory conditions have been corrected.

B. INSTALLATION

1. General: Install manufactured traffic-calming devices according to manufacturer's written instructions unless otherwise indicated.
2. Install devices in bed of adhesive before anchoring.
3. Securely anchor devices to pavement with hardware spaced as recommended in writing by manufacturer for heavy traffic. Recess head of hardware beneath top surface of device.

END OF SECTION 32 17 00