

General Conditions

The following are the general conditions for the work to be performed.

Purpose & Scope of Work

The United Keetoowah Band of Cherokee Indians is seeking Proposals to remove and add a new roof to the tribes Commercial Strip Mall building located in Stilwell, OK.

It is understood that except as otherwise specifically stated in the contract, the vendor (contractor) shall provide and pay for all materials, labor, tools, equipment, and transportation of every nature and all other services and facilities of every nature whatsoever, necessary to execute, complete, and deliver the work within the specified time. Permits and licenses (including the City of Stilwell) necessary for the execution of work shall be secured by the vendor but no fees will be charged to the vendor. All supplies and material shall be new. Any work necessary to be performed after regular working hours, such as work performed on Sundays or legal holidays shall be performed without additional expense to the United Keetoowah Band of Cherokee Indians.

Existing Conditions

The vendor, in undertaking the work under this contract, is assumed to have visited the premises and to have taken into consideration all conditions which might affect the work. No consideration will be given to any claims based on lack of knowledge or existing conditions.

Insurance

Prior to the commencement of work, the vendor shall furnish to the United Keetoowah Band of Cherokee Indians a Certificate of Insurance showing compliance with the following limitations. The vendor agrees to comply with the provisions of Worker's Compensation laws of the State of Oklahoma.

The vendor further shall maintain such other insurance (with limits as shown below) as shall protect the vendor and the United Keetoowah Band of Cherokee Indians from any claims for property damage or personal injury, including death, which may arise out of operations under this contract, and vendor shall furnish the United Keetoowah Band of Cherokee Indians with certificates and policies of such insurance as shown below. Insurance coverage shall be maintained until the work has been completed by the vendor.

Listed below are the insurance coverages which must be procured by the vendor at the vendor's expense.

The vendor agrees to follow instructions indicated in each case.

- ★ **Proof of current workers compensation**
- ★ **Proof of current Surety Bond**
- ★ **Vendor's public liability insurance, personal injury, including death- \$250,000.00 for each person and \$500,000.00 for each accident.**
- ★ **Property damage – limits of \$500,000.00 for each accident and \$1,000,000.00 for the aggregate.**

Certificate of Insurance with the County listed as additional insured must be sent to the United Keetoowah Band of Cherokee Indians prior to commencement.

Insurance must be written by a company that is licensed to do business in the State of Oklahoma.

Examination of Documents

Before submitting their proposal, the interested firm shall:

1. Carefully examine and acquaint themselves with all portions of the work and requirements.
2. Fully inform themselves of existing conditions and limitations.
3. If information required for submitting the proposal is absent the proposer is required to notify the Project Manager, Larry Pritchett.

The United Keetoowah Band of Cherokee Indians and/or its employees will not be responsible for any oral interpretations. All replies to questions will be responded to in writing or email to all RFP holders as an addendum.

The proposer shall acknowledge receipt of all addenda in their proposal.

Statement of Vendor Qualifications

As part of the Proposal, the vendor must complete the attached "Statement of Vendors Qualification" before awarding of contract, to demonstrate to the complete satisfaction of the United Keetoowah Band of Cherokee Indians, that the vendor has the necessary certifications, licenses, facilities, ability and financial resources to execute the work in a satisfactory manner within the time specified; that the Vendor has had experience in work of the same or similar nature; and that the Vendor has past history and references which will assure the United Keetoowah Band of Cherokee Indians of the Vendor's qualifications for executing the work.

Subconsultants

The successful proposer shall be granted the right to subcontract a portion of the work. All proposers must list in their proposal the complete names and addresses of all potential sub-consultants, and the type and percentage of work they will accomplish. Sub-consultants must supply evidence of valid licenses.

Taxes

The United Keetoowah Band of Cherokee Indians is a tax-exempt federal government. A copy of the UKB's tax-exempt form will be furnished.

Governing Laws

All Proposals and related documents submitted to the United Keetoowah Band of Cherokee Indians by the Vendors are governed under the laws of the United Keetoowah Band of Cherokee Indians and state and local ordinances, policies and regulations.

Addenda

If any questions arise from the RFP, the bidder may submit to Larry Pritchett, a request for interpretation via email at lpritchett@ukb-nsn.gov. Any interpretation documents will be made by addendum to the RFP. All questions should be emailed to lpritchett@ukb-nsn.gov no later than 5:00 p.m. CST, Wednesday, June 7th, 2023. All questions that arise that require an addendum will be posted to the United Keetoowah Band of Cherokee Indians website at www.ukb-nsn.gov, under the 'more' tab, no later than June 12th, 2023. All questions received after June 7th, 2023, will not be answered.

The United Keetoowah Band of Cherokee Indians will not be responsible for any other explanations or interpretations. The United Keetoowah Band of Cherokee Indians reserves the right to extend the due date if such information significantly amends this solicitation or makes compliance with the original due date impractical. The United Keetoowah Band of Cherokee Indians reserves the right to reject any or all Proposals and waive technicalities and informalities.

Proposal Form and Format

Proposers are urged to prepare simple, economical proposals. A complete, yet concise description of the proposer's ability to successfully execute and complete the requirements outlined in the RFP is sought. Fancy materials and special formats are not desirable.

Each Proposal package should be submitted in the format specified within this document; enclosed in an opaque envelope, sealed envelope, contain information required by the RFP, and addressed to the following:

United Keetoowah Band of Cherokee Indians
ATTN: Caleb Grimmatt, Procurement & Budget Specialist
18300 W. Keetoowah Cir.
Tahlequah, OK 74464

Sealed Proposals will be received until 10:00 a.m. CST, Monday, June 26th, 2023. All proposals shall be clearly marked with "*Stilwell OK Strip Mall Roof Replacement.*" Immediately following the closing of the RFP, the United Keetoowah Band of Cherokee Indians will publicly open bids at the UKB Federal Programs Building Conference Room located at 18300 W. Keetoowah Cir., Tahlequah, OK 74464.

Proposals received after the stipulated time will not be considered and will be returned unopened.

An official that is authorized to bind the proposer to its provisions shall sign each proposal. The signature shall be in longhand with her/his usual signature. The full name and title of each person signing shall be typed or printed below the signature.

Proposals by partnerships must be signed with the partnership name by one of the partners, followed by the signature and designation of the partner signing.

Proposals by corporations must be signed with the legal name of the corporation, followed by the name of the State of incorporation, and by the Signature of the President, Secretary, or other person authorized to bind in the matter. If signed by other than the corporate president, a corporate resolution of authority designating the signer must be approved by the board.

****Each Proposal must include one (1) original and three (3) bound copies. The firm will make no other distribution of the proposals.**

All Proposals and other material submitted become the property of the United Keetoowah Band of Cherokee Indians and may be returned only at the UKB's option. UKB retains the right to use any ideas presented in any response to the RFP. All proposal information including detailed price and cost information will be held in confidence during the evaluation process and prior to the issuance of professional services agreement contract. Thereafter, proposals will become public information.

No oral, telephone, facsimile, or electronic modifications of any proposal submitted will be considered.

No costs incurred by the firms in preparation of the proposals, including travel and personnel expenses, may be charged as an expense of fulfilling the contract. The UKB shall not pay for costs incurred for proposal or contract preparation as a result of termination of this RFP or termination of the contract resulting from this RFP.

Multiple proposals will not be accepted.

Deviations

Any deviations from the scope of work indicated herein must be submitted in writing, clearly noted and explained in detail on a separate form, and attached to the submitted Proposal; otherwise, it will be considered that item/services offered are in strict compliance with these specifications and the successful bidder shall be held responsible thereto.

Any deviations within a submitted Proposal between prices quoted and restated in the summation sheet shall be resolved by the United Keetoowah Band of Cherokee Indians as being the lower price, unless the bidder requested in writing a correction or withdrawal of the Proposal prior to the date and time set for opening.

Any Proposal withdrawal or modification received after the established due date at the place designated for receipt of Proposal is late. No late Proposal, late modification, or late withdrawal will be considered and shall be returned to the Vendor unopened. The United Keetoowah Band of Cherokee Indians reserves the right to reject any or all Proposals. It further reserves the right to waive technicalities and formalities in the Proposals, as well as, to accept in whole or in part, such Proposal(s) where it deems it advisable in protection of the best interest of the United Keetoowah Band of Cherokee Indians. The UKB will be the sole judge as to whether Proposals submitted meet all requirements contained in the solicitation.

Affidavits

Before acceptance of the Proposal by the United Keetoowah Band of Cherokee Indians, the vendor will be required to furnish affidavits on the enclosed forms.

Withdrawal of Proposal

A Proposal cannot be withdrawn after it is filed, unless (a) the vendor makes a request in writing to the United Keetoowah Band of Cherokee Indians prior to the time set for opening of Proposals, or (b) the UKB fails to accept a bid within thirty (30) days after bid opening date. No proposal may be modified after the time set for proposal opening.

Proposal Negotiations & Award of Contract

Award of contract will be made to the most responsive/responsible bidder meeting the requirement of the United Keetoowah Band of Cherokee Indians within thirty (30) days of the bid opening date. This solicitation does not commit the United Keetoowah Band of Cherokee Indians to award a contract, to pay any costs incurred in the preparation of the Proposal, or to procure or contract for goods services listed herein. The UKB may accept any Proposal offered on an all, partial, or none basis, or within funds available, whichever is in the best interest of the United Keetoowah Band of Cherokee Indians.

The United Keetoowah Band of Cherokee Indians, at its option, may request oral interviews with any or all those firms, prior to final rankings. UKB will attempt to negotiate a contract with the consultant considered to be the best qualified to perform the work. If negotiations are unsuccessful, as determined by the UKB, the UKB will attempt to negotiate a contract with the second ranked consultant, and so on. When an agreement is reached a professional services contract will be executed between the parties following the United Keetoowah Band of Cherokee Indians approval.

Evaluation Criteria

All responsive proposals will be opened, reviewed and rated based on upon the following evaluation factors: Skilled Experience, Total Cost, and Indian Preference

Contract Form

Upon contact award, the United Keetoowah Band of Cherokee Indians and vendor will have a signed contact prior to any work being started.

Change in Contract

The United Keetoowah Band of Cherokee Indians will not be responsible for any change in the work involving extra cost unless approval in writing is furnished and approved by the UKB before such work is begun.

Indemnification

The vendor agrees to hold the United Keetoowah Band of Cherokee Indians harmless and to indemnify the UKB from every expense, liability or payment arising out of or through injury (including death) to any person or persons or damage to property (regardless of who the UKB of the property may be) of any place in which work is located arising out of or suffered through any act or omission of the vendor or subcontractor.

Installation

The United Keetoowah Band of Cherokee Indians anticipates issuing a notice to proceed no later than July 10th, 2023, following award. The successful bidder shall complete installation within fourteen (14) calendar days from the date of the Notice to Proceed.

Wages and Salaries

Davis-Bacon wage rates will be required for all workers employed at this site, regardless of TERO status.

Warranty

All materials and labor provided by the vendor shall have a 20-year manufacturer's warranty as well as a 2-year workmanship warranty for the weather tightness on the sheet metal portions of the project. Provide a 10-year warranty for all roofing products cover materials with no depreciation and a 5-year workmanship warranty for all related work as well.

Site Visit

To arrange a site visit, please contact Larry Pritchett, via email at lpritchett@ukb-nsn.gov or phone at (918) 506-7554.

Application for Payment

All applications for payment shall be mailed or emailed to the following address:

United Keetoowah Band of Cherokee Indians
ATTN: Caleb Grimmatt-Smith
18300 W. Keetoowah Cir.
Tahlequah, OK 74464
cgrimmatt@ukb-nsn.gov

Payments

Payments will be made in increments to the vendor based on the completion of the project phases and to the satisfaction of the United Keetoowah Band of Cherokee Indians. The United Keetoowah Band will consider other reasonable arrangements should they be requested by the vendor.

Liquid Damages

Liquidated damages in the amount of \$100.00 per day from each calendar day after the 14-day project timeline will be charged to the vendor. Liquidated damages will not be charged for delays associated with the weather. Furthermore, the United Keetoowah Band of Cherokee Indians will consider all other reasonable requests associated with delays.

Weather

The United Keetoowah Band of Cherokee Indians – Stilwell OK Strip Mall Building (the “Building”) shall never be opened to the elements at any time. All openings must be covered in a manner to withstand any weather condition and must be secured to avoid anyone entering the Building through any roof openings.

Clean Up Site

All outside and inside areas of the building and the grounds shall remain clean and free of any and all construction debris. An allotted area will be allowed for material storage.