

United Keetoowah Band of Cherokee Indians in Oklahoma

18300 W. Keetoowah Cir., Tahlequah, OK 74464 – Phone: (918) 871-2800

REQUEST FOR PROPOSALS (RFP) New Construction – TAG AGENCY



Joe Bunch
Chief

Jeffrey Wacoche
Asst. Chief

Joyce Hawk
Secretary

Sonja Gourd
Treasurer

Eddie Sacks
Canadian

Cliff Wofford
Cooweescoowee

Elmer Panther
Delaware

Frankie Still
Flint

Willie Christie
Goingsnake

Peggy Girty
Illinois

Charles Smoke
Saline

Junior L. Catron
Sequoyah

Alvin Hicks
Tahlequah

May 16th, 2024

Request For Proposal No.: Re-bid **RFP 0101-2024**

To All Interested Bidders:

The United Keetoowah Band of Cherokee Indians in Oklahoma is soliciting proposals for new construction on a commercial building for the Tag Agency located in Tahlequah, OK. Bids open **May 16th, 2024**, and will close **June 15th, 2024**.

Requirements include but are not limited to cost estimation, bid specification preparation, and rehabilitation phase services.

All bidders may submit to the United Keetoowah Band of Cherokee Indians in Oklahoma (the "UKB" or "United Keetoowah Band of Cherokee Indians" or "Tribe") Project Supervisor Larry Pritchett, a request for information and/or interpretation via email at lpritchett@ukb-nsn.gov or Francesca Smith at fsmith@ukb-nsn.gov. Any interpretation documents will be made by an addendum to the RFP. All questions should be emailed no later than 5:00 p.m. CST, **June 1st, 2024**. All questions that arise requiring an addendum will be posted to the UKB tribal website at www.ukb-nsn.gov under the 'more' tab, no later than **June 8th, 2024**.

Sealed Proposals will be received in the UKB's Accounting office until 10:00 am CST, on June 15th, 2024. All Proposals shall be clearly marked with **"New Construction – Tag Agency."** 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.

All sealed Proposals must be delivered/mailed to the following address:

United Keetoowah Band of Cherokee Indians
Attn: Francesca Smith, Procurement & Budget Specialist
18300 W. Keetoowah Cir.
Tahlequah, OK 74464

Proposals will be opened at the time, date, and location indicated above. The Proposals will remain firm for not less than sixty (60) calendar days from the date of receipt of the Proposal. Bidders guarantee that all goods and services meet the requirements of the solicitation during the contract period.

CONTENTS

Introduction				1
Section I – General Information				2
Background	Insurance	Certificate of Insurance	Additional Items	
Fraud and Misrepresentation	Confidentiality / Non-Disclosure	Non-Exclusivity	Disclosure	
Examination of Documents	Statement of Vendor Qualifications	Subconsultants	Taxes	
Governing Laws	Deviations	Affidavits	Withdrawal of Proposal	
Evaluation Criteria	Contract Form	Change in Contract	Indemnification	
Wages and Salaries	Warranty	Application for Payment	Payments	
Liquid Damages				
Section II – Scope of Work				9
Purpose & Scope of Work	Existing Conditions	Site Visit	Contractor’s Responsibilities	
Jobsite	Tribe’s Responsibilities	Weather	Unforeseen Circumstances	
Location of Services				
Section III – Qualification Requirements				12
Qualifications	Pre-Bid Conferences	Price		
Section IV – Submission Requirements				14
Submission Requirements	Submission Instructions	Contact Person(s)	Addenda	
Attachments & Exhibits Checklist				
Section V – Selection Process				18
Selection of Contractor(s)	UKB Tribal Member Preference	Right to Rescind Award		
Attachment A				19
Form A – Statement of Qualifications				20
Form B – Certification Regarding Debarment and Suspension				23
Form C – Non-Collusion Affidavit of Prime Bidder				24
Form D – Proposed Subcontractor List				25
Form E – List of Recently Completed Projects and Contract Amounts				26
Form F – List of References				27
Form G – Firm Certification				28
Form H – Drug-Free Workplace				29
Form I – Acknowledgement of Receipt of Addenda				30
Form J – Bid Form				31

SECTION I – GENERAL INFORMATION

1. BACKGROUND

The United Keetoowah Band of Cherokee Indians in Oklahoma (hereinafter the “UKB” or “Tribe”) is a federally recognized Indian Tribe organized pursuant to the Indian Reorganization Act of 1934 & the Oklahoma Indian Welfare Act (OIWA) of 1936. Tribal Headquarters are located on the UKB Reservation in Northeastern Oklahoma. The tribe’s reservation has a total of nine (9) tribal districts (fourteen (14) state counties), that we serve.

The Tribe provides various governmental services to its members located on its reservation. Examples of such services include but are not limited to, recreation, elder services programs, and police. The Tribe also maintains an education program, a child development center, a museum, a tag agency, a housing subdivision, etc. In addition, the Tribe, and United Keetoowah Band of Cherokee Indians Corporate Authority Board (hereinafter “UKB CAB”), also engaged in various business activities including recreation, mental health, and general store.

2. INSURANCE

Contractor receiving an award, if any, will be requested to procure and maintain insurance coverage throughout the term of service provision from an insurer(s) financially acceptable and lawfully authorized to do business in the state where the Tribe conducts operations. Further, the awarded contractor shall maintain such other insurance coverage that protects the vendor and the United Keetoowah Band of Cherokee Indians from any claims for sickness, disease, property damage, or personal injury, including death, which may arise out of operations under this contract, and the 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 throughout the term of service provision.

Contractor’s insurance coverage shall include the following minimum limits and coverage, if applicable:

- I. If Contractor sells or distributes alcoholic beverages such coverage shall include Liquor or Dram Shop Liability. If Contractor sells or distributes food or beverage products such coverage shall include claims emanating from food-borne illness. Other than the standard exclusions applicable to pollution, asbestos, mold, employment practices, ERISA, and professional liability, there shall be no additional limitations or exclusions beyond those contained in the *Insurance Services Office Commercial General Liability Policy form CG 0001 ©*, current edition, applicable to products and contractual liability. In addition to procuring and maintaining this insurance during the duration of the contract, the Contractor agrees to continue to procure and continuously maintain product liability insurance coverage for a minimum of three years after the date the contract is completed or terminated.
- II. Automobile Liability insurance covering liability arising from the use or operation of any auto, including those owned, hired, or otherwise operated or used by or on behalf of the Contractor.
- III. Workers’ compensation and Employer’s Liability insurance as is required by statute or law, or as may be available on a voluntary basis.
- IV. Professional Liability insurance covering wrongful acts made by or on behalf of the Contractor. Claims-made coverage is permitted, provided the policy retroactive date is continuously maintained

prior to the commencement of professional services rendered to the Tribe, plus an additional period of three years after such services have been rendered to the Tribe. If the Contractor's scope of work includes environmental engineering or consulting, the coverage required hereunder must not exclude coverage for environmental (professional) services.

Contractor shall maintain the following minimum limits of insurance, if applicable (unless higher limits are required by law or statute):

- ★ **Commercial General Liability (including umbrella or excess liability): \$1,000,000.00 per occurrence, bodily injury, and property damage liability; \$1,000,000.00 per offense personal and advertising injury liability; \$1,000,000.00 products and completed operations policy aggregate and \$2,000,000.00 policy general aggregate applicable to claims other than products and completed operations.**
- ★ **Automobile Liability: \$1,000,000.00 combined bodily injury and property damage liability per accident for bodily injury and property damage.**
- ★ **Employer's Liability: \$500,000.00 accident for bodily injury by accident or disease, including \$500,000.00 disease aggregate.**
- ★ **Professional Liability: \$1,000,000.00 for each wrongful act, \$2,000,000.00 policy aggregate. If Contractor's contract with the Tribe exceeds \$1,000,000.00, each wrongful act limit shall apply separately to the Tribe project.**

Deductibles and Self-Insured Retentions:

- I. The funding of deductibles and self-insured retentions maintained by the Contractor shall be the sole responsibility of the Contractor. Self-insured retentions of more than \$50,000.00 must be declared to and approved by the Tribe.

3. **CERTIFICATE OF INSURANCE WITH THE UNTIED KEETOOWAH BAND OF CHEROKEE INDIANS LISTED AS ADDITIONAL INSURED MUST BE SENT TO THE UKB PRIOR TO COMMENCEMENT.**

Insurance must be written by a company that is licensed to do business in the State of Oklahoma. The required insurance shall contain the following additional provisions:

- I. **ADDITIONAL INSURED:** The Tribe must be included as an additional insured, by endorsement, under the Contractor's Commercial General Liability with respect to liability arising from the Contractor's products, goods, or work or operations performed by or on behalf of the Contractor.
- II. **WAIVERS OF SUBROGATION:** Contractor agrees to waive all rights of subrogation against the Tribe and other tenants of the Tribe, with respect to loss, damage, claims, suits, or demands, howsoever caused:
 - a. To real or personal property, equipment, vehicles, tools, laptops, etc., owned, leased, or used by Contractor, its employees, agents, or subcontractors; and
 - b. To the extent such loss, damage, claims, suits, or demands are covered or should be covered, by the required insurance or any other insurance maintained by the Contractor. This waiver shall apply to all first-party property, equipment, vehicle, and worker's compensation claims, and all third-party liability claims, including deductibles or retentions, which may be applicable thereto. The Contractor agrees to endorse the required insurance policies to acknowledge the required waivers of subrogation in favor of the Tribe. Contractor further agrees to hold harmless and

indemnify the Tribe for any loss or expense incurred because of the Contractor's failure to obtain such waivers of subrogation from the Contractor's insurers.

- III. NOTICE OF CANCELLATION: Each insurance policy shall be endorsed to require the Insurer(s) to provide thirty (30) days written notice to the Tribe by certified mail, return receipt requested, prior to any suspension, cancellation, or non-renewal of the required insurance.

Acceptability of Insurers

- I. Insurance is to be placed with insurers with a current A.M. Best rating of not less than A- VII unless otherwise approved by the Tribe.

Verification of Coverage

- I. The Contractor shall furnish the Tribe with a certificate of insurance evidencing the required coverage prior to the delivery of product, goods, or services to the Tribe. The certificates are to be signed by a person authorized by the insurer(s) to bind coverage on their behalf. Renewal certificates are to be provided to the Tribe prior to the expiration of the required insurance policies. As an alternative to a certificate of insurance, the Contractor's broker or insurer may provide complete, certified copies of all required insurance policies, including endorsements necessary to affect coverage required by these specifications.

4. **ADDITIONAL ITEMS AND SERVICES**

The Tribe may require additional items or services of similar nature, but not specifically listed in this solicitation. The selected Contractor(s) agrees to provide such items or services and shall provide the Tribe prices on such additional items or services based upon a formula or method that is the same or similar to that used in establishing the fees as a result of this solicitation. If the fees offered are not acceptable to the Tribe, and the situation cannot be resolved to the satisfaction of the Tribe, the Tribe reserves the right to procure those items or services from others. Contractor shall work cooperatively, when required, with any additional parties from which these services are obtained.

5. **FRAUD AND MISREPRESENTATION**

Any individual, corporation, or other entity that attempts to fulfill the requirements of this solicitation through fraud, misrepresentation, or material misstatement may be deemed non-responsible and such individual, corporation, or other entity's qualifications may be null and void.

6. **CONFIDENTIALITY / NON-DISCLOSURE**

Contractor(s) shall treat any information contained in this solicitation (or accumulated through other written or oral communication with the Tribe as confidential information. Any information provided by the Tribe to Contractor(s) in this solicitation is to be used solely to permit Contractor(s) to reply to the solicitation and Contractor(s) shall make no other use of the information, inclusive of sharing the information with corporate affiliates and subsidiaries without the prior written consent of the Tribe. Contractor(s) shall hold the information contained in this solicitation in strict confidence and the information obtained will not be disclosed to any third party, vendor affiliate, or subsidiary, without the Tribe's prior written consent.

7. **NON-EXCLUSIVITY**

It is expressly understood that contractor selection does not grant the Contractor an exclusive privilege to provide the Tribe with any or all the goods and/or services that are the subject of this solicitation. The Tribe reserves the right, as deemed in its best interest, to perform or cause to be performed the provision of the goods and/or services, or any portion thereof, herein described in any manner it sees fit, including but not limited to award to multiple contractors, and contract with other contractors for the provision of goods and/or services similar or identical to those that are the subject of this solicitation.

8. **DISCLOSURE**

Contractor(s) responding to this solicitation must disclose in detail any current or past relationships with the Tribe, Keetoowah Cherokee Casino, UKB Corporate Authority Board, and/or their employees.

9. **EXAMINATION OF DOCUMENTS**

Before submitting their proposal, the interested firm shall:

- I. Carefully examine and acquaint themselves with all portions of the work and requirements.
- II. Fully inform themselves of existing conditions and limitations.
- III. If the information required for submitting the proposal is absent the proposer is required to notify the Project Supervisor. 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 by email to all RFP holders as an addendum.

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

10. **STATEMENT OF VENDOR QUALIFICATIONS**

As part of the Proposal, the vendor must complete the attached "Statement of 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.

11. **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.

12. **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.

13. **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.

14. **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 the 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 requests 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 the 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 the protection of the best interest of the United Keetoowah Band of Cherokee Indians. The UKB will be the sole judge as to whether the Proposals submitted meet all requirements contained in the solicitation.

15. **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.

16. **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 the 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 the proposal opening.

17. **EVALUATION CRITERIA**

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

18. **CONTRACT FORM**

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

19. **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.

20. **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.

21. **INSTALLATION**

The United Keetoowah Band of Cherokee Indians anticipates issuing a *notice to proceed* no later than November 1st, 2023, following the award. The successful bidder shall sign and return the provided contract within fourteen (14) calendar days from the date of the Notice to Proceed.

22. **WAGES AND SALARIES**

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

23. **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 covering materials with no depreciation and a 5-year workmanship warranty for all related work as well.

24. **APPLICATION FOR PAYMENT**

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

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

25. **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.

26. LIQUID DAMAGES

Liquidated damages in the amount of \$1000.00 per day from each calendar day after the 30-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.

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SECTION II – SCOPE OF WORK

1. **PURPOSE & SCOPE OF WORK**

The Tribe is seeking Proposals for the repair and rehabilitation of a commercial building that serves as the tribe's Elder Center.

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 Tahlequah) necessary for the execution of work shall be secured by the vendor but no fees will be charged to the vendor. All supplies and materials 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.

2. **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 a lack of knowledge or existing conditions.

3. **SITE VISIT**

To arrange a site visit, please contact Larry Pritchett via lpritchett@ukb-nsn.gov or Francesca Smith via phone at (918) 871-2842 or by email at fsmith@ukb-nsn.gov.

4. **CONTRACTOR'S RESPONSIBILITIES**

- ★ Contractor shall take all necessary measurements and determine the quantity of materials needed. Any dimensions mentioned in this solicitation are an estimate and shall be assumed inaccurate until confirmed by the Contractor's own measurements.
- ★ Contractor shall be responsible for notification to the Tribe's representative before beginning work. The Tribe's Project Manager(s) will provide Contractor with a Notice to Proceed (NTP) and/or a Purchase Order number before work may begin.
- ★ Contractor shall supply all materials and equipment necessary for the total completion of the required scope of work.
- ★ Contractor shall supply any additional labor, materials, and equipment necessary for the safe delivery of materials and equipment to the Tribe's facility.
- ★ Contractor shall work in tandem with the Tribe's Project Manager(s) to obtain instructions and guidance regarding the delivery of all supplies and materials.
- ★ All work shall be performed in a skillful manner by Contractor and shall be carried out in such a way as to minimize any inconvenience to the Tribe.
- ★ Contractor shall maintain a full workforce from the start of the project to the completion of the project.

- ★ Contractor shall ensure that all workers are fully and properly clothed in identifiable uniforms or clothing while working on the premises or entering any part of the job site. Contractor and the Contractor's employees shall also wear all appropriate safety gear, such as eyewear, nose, and mouth coverings, etc.
- ★ Contractor shall inform the Tribe's Project Manager if there is a delay in securing materials, immediately after the job is awarded.
- ★ Contractor shall provide a project schedule of target facilities for services within fifteen (15) calendar days of being awarded, prior to work engagement.

5. **JOBSITE**

- ★ Contractor shall access the property daily between the hours of 7:00 A.M. and 6:00 P.M. (CST) on Monday through Friday, and between 8:00 A.M. and 6 P.M. (CST) on Saturday and Sunday. The timeline is subject to change based on approval from the Tribe.
- ★ Contractor shall erect scaffolding and barricades in specified areas, as needed, for accessibility in hard-to-reach areas.
- ★ Contractor shall rope off and erect warning signs in areas where work is being performed or any chance of damage or injury could occur, to indicate the working area and coordinate human traffic flow. The use of barricades, cones, and caution tape is highly recommended.
- ★ Contractor shall place "wet paint" caution signage around freshly painted areas until paint is completely dry.
- ★ Contractor shall park in open parking spaces only. Reserved or pre-designated spaces shall not be used by Contractor's vehicles, materials, temporary storage, portable restrooms, etc. unless approved in writing by the Tribe's Project Manager(s).
- ★ Contractor shall provide their own storage to secure materials and equipment if needed. Any materials left overnight are to be stacked neatly in one area to avoid inconvenience to the Tribe.
- ★ Contractor shall be responsible for job safety administration (including tools, equipment, and work methods), and must comply with all applicable Occupational Safety and Health Administration (OSHA) safety regulations.
- ★ Contractor shall be responsible for and use care in the protection of the Tribe's property and shall protect other areas not in this scope of work from dirt or damage. If such damage occurs, the Contractor shall be solely responsible for the restoration of such damage as the result of the Contractor or any employees of the Contractor.
- ★ Contractor shall provide continual dumpster rotation to ensure debris is disposed of in a timely manner.
 - Contractor shall place a dumpster/roll-off container, as designated by the Tribe's Project Manager(s). The dumpster shall not interfere with traffic or parking.
- ★ Debris and trash shall be immediately removed from the site at the end of each workday. Proper clean-up of the job site and surrounding area shall be performed by Contractor on a daily basis, as well as upon completion of work.
- ★ Once all services are completed, the Contractor shall perform a final cleaning of the job site and surrounding area to ensure all debris, trash, dust, nails, etc., have been removed. The cleanliness of the job site and surrounding area should be returned to its previous condition once services are complete.

6. **TRIBE'S RESPONSIBILITIES**

- ★ The Tribe shall be responsible for removing or protecting loose objects in the work area(s) that are not included in this scope of work. If such items are not removed, the Contractor shall exercise due diligence to protect any such items but will not be responsible for damages to these loose objects.

- ★ The Tribe shall be responsible for providing proper parking spaces for vehicles and equipment as necessary to complete the work.
- ★ The Tribe shall provide access to water for the Contractor’s use, where possible and if possible.

7. **WEATHER**

The United Keetoowah Band of Cherokee Indians – Elder Center Repair and Rehabilitation Project (the “Building”) shall never be opened to the elements at any time. All openings must be covered in a manner to withstand any weather conditions and must be secured to avoid anyone entering the building through any roof openings.

8. **UNFORESEEN CIRCUMSTANCES**

Many times, as work progresses, situations arise that are unforeseen, or problems are uncovered that are outside of the scope of the Contractor’s work. When such situations arise, the Contractor shall stop all work in this area. The Tribe and the Contractor should come to some mutual agreement prior to the resumption of work. At no time is the Contractor to continue such new work without a written agreement from the Tribe, if any additional charges are to be billed beyond the original contract amount.

9. **LOCATION OF SERVICES**

All equipment, materials, and services included in this solicitation shall be delivered to and completed at the following address:

UNITED KEETOOWAH BAND TRIBAL COMPLEX – Tahlequah, OK 74464	
Tag Agency	18419 W Keetoowah Cir., Tahlequah, OK 74464

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SECTION III – QUALIFICATIONS REQUIREMENTS

1. QUALIFICATIONS

Bids shall be considered only from bidders normally engaged in performing the type of work specified in this solicitation. Bidder must have adequate organizational resources, facilities, equipment, and personnel to ensure prompt and efficient service to the Tribe.

At a minimum, qualifying bids shall demonstrate that the Bidder possesses the qualifications necessary to provide a high-quality service or product, as described in this solicitation.

To ensure the Bidder is capable of providing an acceptable level of service to the Tribe, the Bidder must meet the following minimum qualifications:

- ★ Be the prime Contractor and will not subcontract out any work or partner with another firm unless explicitly authorized in the Statement of Work.
 - The Tribe must approve in advance any subcontractors related to this work. Bidder(s) must clearly disclose in their bid any known or expected use of subcontractors. Failure to make such disclosure at the time of the bid may result in the rejection of the subcontractor and the resulting agreement. The Tribe reserves the right to reject any subcontractors who, in the Tribe's sole opinion, are unfit to work on this project.
 - The awarded Contractor shall actively manage and supervise all the Contractor's subcontractors performing these services.
- ★ Have a minimum of five (5) years of experience in providing similar services.
- ★ Provide three (3) current references for three (3) completed individual projects of equivalent size, scope, and complexity, completed within the past five (5) years.
- ★ Maintain a fully equipped organization capable, technically, and financially, of performing the work required, and has performed similar work in a satisfactory manner.
- ★ Carry and maintain adequate insurance consistent with the requirements listed in this solicitation.
- ★ The business is required to be actively registered within the State of Oklahoma, where organized and present.
- ★ Meet any other requirements outlined in this solicitation.

2. PRE-BID CONFERENCES

A Pre-Bid Conference for each project has been scheduled for interested bidders to attend before the Bid Due Date for this solicitation.

Bidders may ask questions during the Pre-Bid Conferences. These questions may or may not be answered during the Pre-Bid Conferences, as decided by the Tribe. For questions that were not answered during the Pre-Bid Conferences, the answers may be shared with prospective bidders via an official addendum.

Questions outside of the Pre-Bid Conferences must be submitted to the Contact Person(s) in writing by the Deadline for Questions to receive a formal written response.

The date, time, and location of the Pre-Bid Conference are shown in the table below: No Pre-Bid Conference will be held.

PRE-BID CONFERENCE	
DATE:	
TIME:	
LOCATION:	

At the Tribe's discretion, the Tribe may videotape and/or audiotape the Pre-Bid Conferences, whether held in-person or online. This recording shall only be shared internally with the Tribe's key personnel and will not be provided to prospective bidders who attended the Pre-Bid Conferences unless otherwise determined by the Tribe.

An employee or representative of the prime Bidder responding to this solicitation may be in attendance at the Pre-Bid Conference. Subcontractors or other individuals may not attend for the prime Bidder.

3. **PRICE**

Prices stated in the Bidder's response to this solicitation shall remain fixed for all services to be performed for a minimum period of sixty (60) calendar days from the Bid Due Date.

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SECTION IV – SUBMISSION REQUIREMENTS

1. SUBMISSION REQUIREMENTS

Bidders must include the items listed below as part of their submission to be considered for this solicitation:

- ★ Attachments and Forms Checklist – Bidder must initial next to each attachment and form listed in the *Forms Checklist* to confirm Bidder’s submission includes each applicable completed form.
- ★ Compliance Documents – As described below (**Attachment A**):
 - A signed copy of the Bidder’s W-9;
 - A copy of the Bidder’s Certificate of Insurance;
 - A copy of the Bidder’s Certificate of Good Standing to prove authority to do business in the State of Oklahoma. If incorporated elsewhere, similar document(s) from the other state is acceptable; and
 - A copy of licenses, certificates, or registrations, as defined in this solicitation. If not applicable, please note and submit the file.
- ★ All other attachments, exhibits, and forms, according to Section IV, Paragraph 4 of this solicitation.

Bidders must include pricing for the UKB Elder Center Repair and Rehabilitation in their submissions. Submissions that do not include pricing are considered incomplete and will not be eligible for an award.

Failure to submit all information may result in disqualification or lower ranking due to not meeting these requirements.

2. SUBMISSION INSTRUCTIONS

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, or sealed envelope, containing the information required by the RFP, and addressed to the following:

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

Sealed Proposals will be received until 10:00 a.m. CST, Wednesday, October 11th, 2023. All proposals shall be clearly marked with “*Repair and Rehabilitation – Title VI Elder Center.*” 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.

Flash drives or any other physical media shall not be accepted. Links to file-sharing websites or portals will not be accepted.

Proposals received after the stipulated time will not be considered and will be returned unopened. An official who 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 the professional services agreement contract. Thereafter, proposals will become public information.

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 because of termination of this RFP or termination of the contract resulting from this RFP.

To fairly evaluate all responses, bidders should not include additional information other than what is asked to be provided. This includes any information related to the Bidder's organization that was not specifically asked to be provided.

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

Multiple proposals will not be accepted.

3. **CONTACT PERSON(S)**

Responses to this solicitation, in addition to all questions, inquiries, and communication, must be routed through:

TO: Larry Pritchett
Lpritchett@ukb-nsn.gov

CC: Francesca Smith, Procurement & Budget Specialist
fsmith@ukb-nsn.gov or via phone at (918) 871-2842

4. **ADDENDA**

If any questions arise from the RFP, the bidder may submit to Travis Sawney, a request for interpretation via email at lpritchett@ukb-nsn.gov. Any interpretation documents will be made by an addendum to the RFP. All questions should be emailed no later than 5:00 p.m. CST, **June 1st, 2024**. 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 8th, 2024**. All questions received after **June 1st, 2024**, 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.

5. **ATTACHMENTS & EXHIBITS CHECKLIST**

Bidder must initial next to each required Attachment and Exhibit listed in the tables below to confirm Bidder's submission includes the completed form(s).

5.1 ATTACHMENTS:

Attachments	Description	Submission Instructions	Bidder's Initials
Attachment A	Compliance Documents (to be submitted by Bidder)	<p>Review this attachment's requirements in Section IV, Paragraph 1 "Compliance Documents." This file must be clearly labeled in BIDDER's submission as <i>Attachment A</i>.</p> <p>If BIDDER does not have an existing signed copy, BIDDER may request a W-9 template from the Contact Person(s).</p>	

5.2 FORMS:

FORMS	DESCRIPTION	SUBMISSION INSTRUCTIONS	BIDDER'S INITIALS
Form A	Statement of Qualifications	Complete, sign, and submit	
Form B	Contactoer Certification Regarding Debarment and Suspension	Complete, sign, and submit	
Form C	Non-Collusion Affidavit of Prime Bidder	Complete, sign, and submit	
Form D	Proposed Subcontractor List	Complete, sign, and submit If no subcontractors will be used, note on form, and submit	
Form E	List of Recently Completed Projects and Contract Amounts	Complete, sign, and submit	
Form F	List of References	Complete, sign, and submit	
Form G	Firm Certification	Complete, sign, and submit	
Form H	Drug-Free Workplace	Complete, sign, and submit	
Form I	Acknowledgement of Receipt of Addenda	Complete and submit signed form ONLY if an addendum has been issued. If no addenda have been issued, this form does not need to be submitted	
Form J	Bid Form	Complete, sign, and submit	

SECTION V – SELECTION PROCESS

1. SELECTION OF CONTRACTOR(S)

The Tribe shall and will conduct a comprehensive, fair, and impartial evaluation of all documents received in response to this solicitation.

The award of the contract will be made to the most responsive/responsible bidder meeting the requirement of the Tribe within thirty (30) days of the bid opening date. This solicitation does not commit the Tribe to award a contract, to pay any costs incurred in the preparation of the Proposal, or to procure or contract for goods or services listed herein. The UKB may accept any Proposal offered on an all, partial, or no basis, or within funds available, whichever is in the best interest of the United Keetoowah Band of Cherokee Indians.

The Tribe, 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 Tribe, 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.

2. UNITED KEETOOWAH BAND TRIBAL MEMBER VENDOR PREFERENCE

The Tribe encourages its Members who own their businesses, or who are majority owners of a business, to bid on goods and services through the competitive bidding process.

The Tribe will give preference to qualified business entities certified through TERO. “Qualified” shall mean, notwithstanding the above:

- ★ A Tribal Member, spouse, child, or business entity is actively involved in the business and owns 51% or more of the business
- ★ Who can provide goods or services at competitive prices
- ★ Has demonstrated skills and abilities to perform the task to be undertaken in an acceptable manner
- ★ Can meet the application, bonding, and licensing requirements.

For construction projects, preference will be given to bids submitted by Tribal Members as long as the bid is equal to or less than (4%, not to exceed \$200,000) of the lowest-priced non-tribal Member bid.

For non-construction projects, preference will be given to bids submitted by Tribal Members as long as the bid is equal to or less than (3%, not to exceed \$100,000) of the lowest-priced non-tribal Member bid.

3. RIGHT TO RESCIND AWARD

The Tribe reserves the right to rescind an award or eliminate any submission should the awardee or bidder have poor or unsatisfactory performance in performing similar or dissimilar services for the Tribe in the past.

The awarded Contractor(s) will be required to enter into a formal agreement for these services after the award. The Tribe reserves the right to rescind an award should the awardee be considered, in the Tribe's sole opinion, to be inflexible in its agreement negotiations.

ATTACHMENT A

COMPLIANCE DOCUMENTS

Ref. Section IV, Paragraph 1, Bullet 2 'Compliance Documents'

(To be submitted by Bidder)

-Form A-
STATEMENT OF QUALIFICATIONS

A. CONTRACTOR'S DATA

Corporate Name: _____

Address: _____

Telephone Number: _____

Authorized Signor: _____

Title: _____

Email: _____

Date Contractor Est.: _____

Federal Tax ID No.: _____ - _____

- i. **If the Contractor has been in business under the present business name for less than five (5) years, provide the prior business name of the Contractor (or its principals) and the number of years it was in business.**

Prior Business Name: _____

Prior Business in business for _____ years.

- ii. **Contractor is a (check one):**

Sole Proprietorship:

Corporation:

Partnership:

Other (specify): _____

- iii. **If the Contractor is a corporation, it is (check all that apply):**

Publicly Held

Privately Held

Subsidiary

iv. Contractor’s present headquarters office:

Corporate Name: _____

Address: _____

Telephone: _____

Relationship between Contractor and Parent Company (applies to Subsidiary Corporations only):

v. The following named person(s) are hereby authorized to bind the Contractor in matters relating to the Proposal:

1. Name: _____

Title: _____

2. Name: _____

Title: _____

3. Name: _____

Title: _____

B. REPRESENTATIONS, CERTIFICATION AND ACKNOWLEDGMENTS OF THE CONTRACTOR

- i. The Contractor hereby acknowledges having reviewed the **SCOPE OF WORK** and agrees to be bound by all applicable provisions on projects.
- ii. The undersigned represents, warrants, and certifies on behalf of the Contractor that:
 - a. The information contained in the Proposal is true and complete.
 - b. The Proposal has been duly and properly authorized for submission by the Contractor.
 - c. In its preparation and development of the Proposal, the Contractor has not, directly nor indirectly, solicited or received any advice, assistance or information concerning the RFP from and representative of the United Keetoowah Band of Cherokee Indians, or its agents or contractors, which was not equally available to other Contractors, and which might contribute to an actual or potential competitive advantage for the Contractor.

The undersigned acknowledges on behalf of the Contractor that the Tribe’s receipt or discussion of any information (including information contained in the Proposal) shall not impose any obligation whatsoever on the Tribe or entitle the Contractor to any compensation therefore, except to the extent specifically provided in such written Agreement as may be entered into between the Tribe and the Contractor. Any information given to the Tribe before, with, or after the submission of the Proposal, either orally or in writing, except as noted below, may be used or disclosed to others for any purpose and any time without obligation or compensation and without liability of any kind whatsoever. Any statement which is inconsistent with the terms of the paragraph, whether made as part of or in connection with any information received from the Contractor or made at any other time in any fashion, shall be void and of

no effect. The solicitation is not intended, however, to grant the Tribe the right to use any matter which is the subject of valid existing or pending patents.

- iii. The undersigned certifies for herself/himself and for the Contractor, under penalty of perjury that to the best of her/his knowledge and belief:
 - a. The contractor’s sole proprietorship, partnership, corporation or other legal entity is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any local agency.
 - b. The Contractor’s sole proprietorship, partnership, corporation or other legal entity is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any local agency within the past five (5) years.
 - c. The Contractor’s sole proprietorship, partnership, corporation or other legal entity has not been indicted, convicted nor had a civil judgment rendered against it by a court of competent jurisdiction in any manner involving fraud or official misconduct within the past five (5) years.

Knowingly providing false information will result in disqualification from consideration as part of the RFP.

IN WITNESS THEREOF, the Contractor has executed this **Statement of Qualifications** this _____ day of _____, 2023.

When the Contractor is a corporation:

Name of Corporation: _____

By: _____
Signature of Officer

Print Name: _____

Title: _____

Corporate Address: _____

Attest: _____
Secretary

Affix Corporate Seal:

When Contractor is a Partnership of Joint Venture: (A general or limited partner must sign):

Name of Partnership of
Joint Venture: _____

By: _____
Signature of Partner

Print Name: _____

Address: _____

When Contactor is a Sole Proprietorship or operates under a Trade Name:

Name of Firm: _____

By: _____
Signature

Print Name: _____

Address: _____

-FORM B-
CERTIFICATION REGARDING DEBARMENT AND SUSPENSION

The undersigned as an officer and an authorized representative of the Contractor certifies that the Contractor and its principals:

- a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency.
- b. Have not within a three (3) year period preceding this proposal been convicted of or had a connection with obtaining, attempting to obtain, or performing a public (Federal, State, or Local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, falsification or destruction of records, making false statements, or receiving stolen property;
- c. Are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State, or Local) with a commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
- d. Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State, or Local) terminated for cause or default.

I understand that a false statement on this certification may be grounds for rejection of this proposal or termination of the award. In addition, under 18 USC Sec. 1001, a false statement may result in a fine of up to \$10,000.00 or imprisonment for up to five (5) years, or both.

Business Name: _____

Signature of Authorized Representative: _____

Print Name: _____

Title: _____

Date: _____

_____ I am unable to certify the above statements. My explanation is attached.

-FORM C-
NON-COLLUSION AFFIDAVIT OF PRIME BIDDER

The Bidder hereby declares that the undersigned is the person or persons responsible within the firm for the final decision as to the price(s) and amount of this bid and the Bidder further declares that:

1. The price(s) and amount of this bid have been arrived at independently, without consultation, communication, or agreement for the purpose of restricting competition with any other contractor, bidder, or potential bidder.
2. Neither the price(s) nor the amount of this bid has been disclosed to any other firm or person who is a bidder or potential bidder on this project and will not be so disclosed prior to the bid opening.
3. No attempt had been made or will be made to solicit, cause, or induce any firm or person to refrain from bidding on this project, or to submit a bid higher than the bid of this firm, or any intentionally high or non-competitive bid or other forms of the complementary bid.
4. The bid is made in good faith and not pursuant to any agreement or discussion with, or inducement from any other firm or person to submit a complementary bid.
5. The Bidder has not offered or entered into a subcontract or agreement regarding the purchase of materials or services from any other firm or person, or offered, promised, or paid cash or anything of value to any other Bidder or person, whether in connection with this or any other project, in consideration for an agreement or promise by any other firm or person to refrain from bidding or to submit a complementary bid on this project.
6. The bidder has not accepted or been promised any subcontract or agreement regarding the sale of materials or services to any other firm or person and has not been promised or paid cash or anything of value by any other firm or person, whether in connection with this or any other project, in consideration for the firm's submitting a complementary bid, or agreeing to do so, on this project.
7. The Bidder has made a diligent inquiry of all members, officers, employees, and agents of the Bidder with responsibilities relating to the preparation, approval, or submission of the firm's bid on this project and has been advised by each of them that she or he has not participated in any communication, consultation, discussion, agreement, collusion, act, or other conduct inconsistent with any of the statements and representations made in this Declaration.

Business Name: _____

Signature of
Authorized Representative: _____

Print Name: _____

Title: _____

Date: _____

**-FORM D-
PROPOSED SUBCONTRACTOR LIST**

List proposed subcontractors to be contracted by the Contractor (utilization of subcontractors requires pre-approval by the Tribe). Not if no subcontractors shall be utilized.

COMPANY NAME	SPECIALTY

Business Name: _____

Signature of
Authorized Representative: _____

Print Name: _____

Title: _____

Date: _____

-FORM E-
LIST OF RECENTLY COMPLETED PROJECTS AND CONTRACT AMOUNTS

Provide the required information for a minimum of three (3) separate and verifiable projects. The work listed must be similar in nature to that specified in the solicitation.

1. Client Name: _____
 - a. Client Address: _____

 - b. Client Phone: _____
 - c. Contact Person: _____
 - d. Project Name: _____
 - e. Location of Project: _____
 - f. Description of Project: _____
 - g. Project Performance Date: _____

2. Client Name: _____
 - a. Client Address: _____

 - b. Client Phone: _____
 - c. Contact Person: _____
 - d. Project Name: _____
 - e. Location of Project: _____
 - f. Description of Project: _____
 - g. Project Performance Date: _____

3. Client Name: _____
 - a. Client Address: _____

 - b. Client Phone: _____
 - c. Contact Person: _____
 - d. Project Name: _____
 - e. Location of Project: _____
 - f. Description of Project: _____
 - g. Project Performance Date: _____

Business Name: _____
 Signature of Authorized Representative: _____

Print Name: _____
Title: _____
Date: _____

**-FORM F-
LIST OF REFERENCES**

Provide the required information for a minimum of three (3) separate and verifiable references.

1. Reference

a. Name: _____
b. Address: _____
c. Phone No.: _____
d. Fax No.: _____
e. Email: _____

2. Reference

a. Name: _____
b. Address: _____
c. Phone No.: _____
d. Fax No.: _____
e. Email: _____

3. Reference

a. Name: _____
b. Address: _____
c. Phone No.: _____
d. Fax No.: _____
e. Email: _____

Business Name: _____

Signature of Authorized Representative: _____

Print Name: _____

Title: _____

Date: _____

-FORM G-
FIRM CERTIFICATION

I/we make the following certifications and assurances as a required element of the Request for Proposals, understanding that the truthfulness of the facts affirmed here and the continuing compliance with these requirements are conditions precedent to the award or continuation of the related contract:

1. I/we declare that all answers and statements made in the proposal are true and correct.
2. I/we understand that the United Keetoowah Band of Cherokee Indians in Oklahoma will not reimburse me/us for any costs incurred in the preparation of this proposal.
3. I/we agree that submission of the attached qualifications constitutes acceptance and understanding of the solicitation contents and the attached sample contract and general terms and conditions. If there are any exceptions to these terms, I/we have described those exceptions in detail on a page attached to this document.
4. No attempt has been made or will be made by the Firm to induce any other person or firm to submit or not to submit a proposal for the purpose of restricting competition.
5. I/we grant the United Keetoowah Band of Cherokee Indians in Oklahoma the right to contact references and others who may have pertinent information regarding the ability of the Respondent and the lead staff person to perform the services contemplated by this proposal.

On behalf of the firm submitting this proposal, I hereby certify the above statements:

Business Name: _____
Signature of Authorized Representative: _____
Print Name: _____
Title: _____
Date: _____

-FORM H-
DRUG-FREE WORKPLACE

The undersigned Contractor does:

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of controlled substances is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the business' policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or contractual services that are under procurement a copy of the statement specified in Paragraph 1.
4. In the statement specified in Paragraph 1, notify the employees that, as a condition of working on the commodities or contractual services that are under Proposal, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or no contest to, any violation of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
5. Impose a sanction on, or require the satisfactory participation in, a drug assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.
6. Make a good faith effort to continue to maintain a drug-free workplace through the implementation of Paragraphs 1 through 5.

Initial One:

_____ As the person authorized to sign this statement, I certify that this firm complies fully with the above requirements.

_____ As the person authorized to sign this statement, this firm does not comply fully with the above requirements.

Business Name: _____

Signature of Authorized Representative: _____

Print Name: _____

Title: _____
Date: _____

-FORM I-
ACKNOWLEDGEMENT OF RECEIPT OF ADDENDA

Bidder acknowledges receipt of the following Addenda:

Addendum No. 1, dated: _____ Addendum No. 4, dated: _____
Addendum No. 2, dated: _____ Addendum No. 5, dated: _____
Addendum No. 3, dated: _____ Addendum No. 6, dated: _____

Bidder: _____

By: _____
(Signature in File)

Title: _____

Address: _____

Phone: _____

Attest: _____
(Signature in File)

Title: _____
(Seal)

Note: Attest for a corporation must be by the corporate secretary; for a partnership by another partner; for an individual by a notary.

Note: If the Bidder is a corporation, the Bid shall be signed by an officer of the corporation; if a partnership, it shall be signed by a partner. If signed by others, authority for signature shall be attached.

The full names and addresses of persons or parties interested in the foregoing Bid, as principals, are as follows:

Name	Address

-FORM J-
BID FORM

New Construction-Tag Agency

The undersigned, hereinafter called "Bidder", having familiarized itself with the nature and extent of the work, and having carefully examined the specifications and other required documents, proposes to furnish all labor, materials, equipment, and other items, facilities, and services for the proper execution of the Bid Requirements, in full accordance with the specifications prepared by the below firms, and as listed in the Scope of Work:

The Bidder agrees to furnish all products, materials, and equipment and perform all labor necessary to complete the scope of work including all line items in the attached Scope of Work for the combined amount (This shall **not** include any alternates)

The Bidder hereby agrees that:

The Bid Amount and Alternates shall remain in full force and effect for a period of one hundred and eighty days (180) calendar days after the time of opening of this bid and the Bidder will not revoke or cancel this bid or withdraw from the competition for thirty (30) calendar days. **The Bidder further attests that the TOTAL BID AMOUNT herein proposed represents and includes the entirety of the work, fees, profit, overhead, general requirements, general conditions, etc. of the project, as per the bid documents.**

Base Bid (written): _____ dollars.

Base Bid (figure): \$_____ USD

Company Name: _____

By: _____ Signature: _____

Title: _____

Address: _____

Dated this _____ day of _____, 20____

Attest: _____ Title: _____

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