

INVITATION TO BID

Sealed bids will be received by the Seminole Nation Procurement Office, 36645 Hwy 270, Wewoka, Oklahoma 74884, until 10:00 a.m., Monday, April 1, 2013 at which time and place the proposals will be publicly opened and read aloud. Any bids received after the scheduled time for closing will be returned unopened. The Seminole Nation Waterline Project is the installation of an eight (8) inch waterline and reconnecting the existing service line to the Transit building at the Mekusukey Mission Grounds in Seminole County, Oklahoma. The estimated cost of construction is between \$20,000.00 and \$45,000.00.

Bid documents, specifications and half size plans are available at the Procurement Office at 36645 Hwy 270, Wewoka, Oklahoma 74884. Plans may be mailed by contacting the Procurement Office at 405-257-7285 or by emailing procurement@sno-nsn.gov

The following bonds and insurances will be required from the Successful Bidder:

- Workers' compensation and employer's liability
- Automobile liability
- General liability
- One year Maintenance Bond in the Full Amount of the Contract Price
- Performance Bond in the Full Amount of the Contract Price
- Payment Bond for payment of all labor and materials used in the construction of such improvements in the Full Amount of the Contract Price

The bidder (proposer) must supply all the information required by the bid forms including completion of the Bidders Certifications and Affidavits or bid will be considered incomplete and therefore rejected.

No bids may be withdrawn after the scheduled closing time for receipt of bids for at least Sixty (60) days.

The Nation reserves the right to reject any or all bids and to waive informalities.

The attention of all bidders is called to the fact that they must meet the requirements of and bid in accordance with the laws of the State of Oklahoma governing public works contracts.

Attention of bidders is particularly called to the requirements as to conditions of employment to be observed and Davis-Bacon Act wages paid under contract.

TERMS AND CONDITIONS

1. Sealed bids will be opened in the offices of the Seminole Nation Procurement Office, Seminole, Oklahoma, at the time and date shown on the Invitation to Bid.
2. Late bids will not be considered. Bids must be received in a sealed envelope with bid name "Waterline Project" and opening date written on the outside of the envelope.
3. Unit prices will be guaranteed correct by the bidder.
4. This bid is submitted as a legal offer and any bid when accepted by the Seminole Nation of Oklahoma constitutes a firm contract.
5. The Seminole Nation of Oklahoma requires each bidder submitting a bid for goods or services to furnish a notarized sworn ~statement of non-collusion. A form will be supplied.

INDIAN PREFERENCE

Procurement by sealed bids (Invitations for Bid): Preference in the award of contracts and subcontracts using sealed bidding (e.g. conventional bid construction contracts, material supply contracts) shall be provided as follows:

- (1) The IFB may be restricted to qualified Indian-owned economic enterprises and Indian organizations. The IFB should, however, not be so restricted unless the NATION has a reasonable expectation that the required minimum number of qualified Indian-owned economic enterprises or organizations are likely to submit responsive bids. If two or more (or at the Nation's option, a number greater than two specified in the IFB) qualified Indian-owned economic enterprises or organizations submit responsive bids, award shall be made to the qualified enterprise or organization with the lowest responsive bid. If fewer than the minimum required number of qualified Indian-owned economic enterprises or organizations submit responsive bids, the NATION shall reject all bids and shall advertise and issue the *IFB* in accordance with paragraph 2 of this section... The NATION may accept a single bid where *the* NATION determines that the single bid received is of a fair and reasonable price, or the NATION determines that delays caused by re-advertising would *subject* the project to higher construction costs.
- (2) If the NATION prefers not to restrict the IFB as described in paragraph 1, above; or if an insufficient number of qualified Indian-owned economic enterprises or organizations submit responsive bids in response to an IFB under paragraph 1; or if a single bid is not accepted and approved: the NATION or contractor shall advertise and issue an invitation for bids from non-Indian as well as Indian-owned economic enterprises and Indian organizations. Award shall be made to lowest responsive qualified Indian-owned economic enterprise or organization with the lowest responsive bid if that bid:
 - a) is within the maximum contracted price established for the specific project or activity for which the IFB has been issued and
 - b) is no more than "X" higher than the total bid price of the lowest responsive bid from any qualified bidder. "X" is determined as follows:

X= lesser of	
When the lowest responsive bid is less than \$100,000	10% of that bid, or \$9,000
When the lowest responsive bid is At least \$100,000, but less than \$200,000	9% of that bid, or \$16,000
At least \$200,000, but less than \$300,000	8% of that bid, or \$21,000
At least \$300,000, but less than \$400,000	7% of that bid, or \$24,000
At least \$400,000, but less than \$500,000	6% of that bid, or \$25,000
At least \$500,000, but less than \$1 million	5% of that bid, or \$40,000
At least \$1 million, but less than \$2 million	4% of that bid, or \$60,000
At least \$2 million, but less than \$4 million	3% of that bid, or \$80,000
At least \$4 million, but less than \$7 million	2% of that bid, or \$105,000

\$7 million or more	1 % of the lowest responsive bid, with no dollar limit
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If no responsive bid by a Qualified Indian-owned economic enterprise or organization is within the stated range of the total bid price of the lowest responsive bid from any qualified enterprise award shall be made to the bidder with the lowest bid. If the lowest responsive bid exceeds the budgeted amount for development then NATION can negotiate the bid with the lowest responsive qualified bidder.

SEMINOLE NATION TRIBAL EMPLOYMENT RIGHTS ACT

Every covered employer or entity with a construction contract in the sum of \$1,000 or more shall pay a fee of 2% of the total amount of the contract. Such fee shall be paid by the employer or entity prior to commencing work in the Nation’s territorial jurisdiction. However, where good cause is shown, the Director may authorize a construction contractor to pay said fee in installments. This is per Title 11 Section 416(a) of the Seminole Nation Employment Rights Act.

TRIBAL EMPLOYMENT RIGHTS OFFICE

The Nation is a TERO organization. Under the Tribal Employment Rights Office Compliance Plan form:

- “Any Employer not submitting an acceptable compliance plan may be denied the right to commence or continue doing business on or near Seminole Nation of Oklahoma Tribal Lands;” and
- This applies “on any contract let where the majority of the work will take place within the jurisdictional boundaries of the Seminole Nation of Oklahoma.”

Salient points include:

- Indian preference except for “core employees;”
- Local Indian preference except for core employees; and
- The 2% fee also applies to change orders.

SCHEDULE 1

<u>SERVICES TO BE PERFORMED</u>	<u>AMOUNT</u>
1. Install approximately 885-feet 8" waterline	_____
2. Reconnect service line	_____
3. Connect one fire hydrant	_____
4. Waterline and casing materials	_____
5. Install 14" casings	_____
6. TERO, 2% of the total of items 1 thru 5.	_____
TOTAL	_____