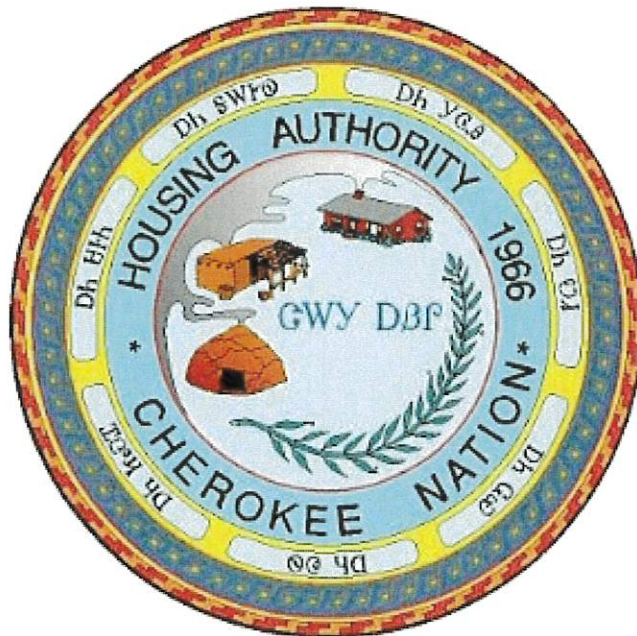


REQUEST FOR SEALED BIDS

RFSB –2025-001-047
Autumn Woods II - Site Development for Future New Home
Construction
Tahlequah, Oklahoma



Bid Solicitation: 2025-001-047

Bids Due: 5:00 p.m. on August 27, 2025.

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

HOUSING AUTHORITY OF THE CHEROKEE NATION (HACN) COST PROPOSAL – SITE DEVELOPMENT

INTRODUCTION: The Cherokee Nation is the federally recognized government of the Cherokee people and thereby has sovereign status granted by treaty and law. Tribal sovereignty is the right to self governance. The seat of tribal government is the W.W. Keeler Complex near Tahlequah, Oklahoma, capital of the Cherokee Nation. The reservation of the Cherokee Nation (hereinafter “Nation”) covers 14 counties in Northeast Oklahoma.

The Housing Authority of the Cherokee Nation (HACN) is an entity of the Cherokee Nation, a sub-recipient of various federal grants, and a partner in numerous projects funded by the Tribe.

BACKGROUND AND OBJECTIVE:

The Housing Authority of the Cherokee Nation is seeking Bids/proposals from qualified contractors for the site development of a 6-acre property located at 17068 N. Bryant Road in Tahlequah, Oklahoma. The objective is to complete all necessary site work to prepare the property for the future construction of seven single-family homes.

OBJECTIVE: The objective of the RFSB is to receive bids for the specific project outlined in this RFSB. The site development project for the Housing Authority of the Cherokee Nation (HACN) consists of the site work and utilities for the future development of multifamily units. Site Plan issued by the Engineer are included for reference. Any exclusions or clause to be turned in with sealed bid. The HACN is requesting bids to be based on these plans, but upon negotiations, the plans may be altered at the request of the HACN.

MANDATORY INFORMATION TO BE PROVIDED IN RESPONSE:

- The Contractor must submit a copy of the front and back of their TERO Certification issued by the Cherokee Nation, if applicable. Non-Indian vendors are eligible to bid. Must Include all documents outlined in the Bid preparation outline
- Include a sample certificate of insurance evidencing the policies, limits, and applicable endorsements described in the insurance section of this RFB.
- The Contractor must include bid bond of one (1%) percent
- Include Schedule of Values.
- Include Construction Schedule.

VERBAL INSTRUCTIONS:

A non-mandatory pre-bid conference will be held on August 11th, 2025 at 10:00 A.M. in the HACN Administration Conference Room located at 1500 Hensley Drive in Tahlequah, OK. Attendance is highly encouraged.

Interested parties shall not initiate or execute any negotiation, decision, or action arising from any verbal discussion with any Cherokee Nation or HACN employee. Only written communications from the designated contact person may be considered a duly authorized expression on behalf of the HACN regarding this RFSB. 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

Interpretation of the Bid Documents

Every request for interpretation of the meaning of the plans, specifications, or other pre-bid documents must be submitted in written format to Housing Authority of the Cherokee Nation. Requests may be e-mailed to Baylee Scott baylee.scott@hacn.org. **No interpretation of the meaning of the plans, specifications, or other pre-bid documents will be made to any bidder orally.**

To be given consideration, interpretation request must be received by **5:00 p.m. on August 13, 2025.**

Any and all such interpretations and any supplemental instruction will be in the form of written addenda to the specifications which, if issued, will be posted with bid announcement on the CHEROKEE NATION PROCUREMENT WEBSITE, www.cherokeebids.org under HACN Procurements.

Clarifications for this bid shall be posted by **5:00 p.m. on August 20, 2025.**

No additional interpretations will be addressed once HACN response is posted on the CN procurement website,

Failure of any bidder to receive any such addendum or interpretation shall not relieve the bidder from any obligation under his bid as submitted. All addenda become part of the contract documents.

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

NO OBLIGATION: This RFSB does not obligate the HACN to contract for any services.

CANCELLATION:

The HACN retains the right to cancel, modify or amend the RFSB process at any time, at the HACN's sole discretion. The HACN shall not be responsible for costs incurred by firms for proposal preparation or any subsequent requests for additional information.

REJECTION OF SUBMITTALS:

The HACN reserves the right to reject any and all submittals received without penalty.

RFB RESPONSE WITHDRAWAL AND CORRECTION:

A response may be corrected or withdrawn by a written request received prior to the due date.

SUBCONTRACTORS OR JOINT VENTURES:

The HACN expects the selected contractor to perform all of the work. Any firm that proposes to employ a subcontractor or subcontractors or enter into a joint venture must disclose this information to the HACN prior to agreement execution. The HACN must approve in writing any subcontractor(s) or joint venture. The HACN in giving acceptance assumes no responsibility in connection with the terms of the subcontract or joint venture.

CONFLICTS OF INTEREST:

Firms submitting a response to this RFSB must disclose any actual, apparent, direct or indirect, or potential conflicts of interest that may exist with respect to the firm, management, or employees of the firm relative to any potential future services with the HACN. The disclosure must be included with the RFSB submittal.

CONFIDENTIALITY:

Any information provided by the HACN in respect to this RFSB contains proprietary information and is shared on a confidential basis. Any information acquired at the HACN or relating to processes belonging to the HACN included in this RFSB shall be kept confidential. The Contractor agrees not to use proprietary information in any unauthorized manner or communicate to others any confidential information without the written consent of the HACN and will take such measures as are necessary to require its employees and all approved Subcontractors to maintain complete confidentiality.

MEDIA ANNOUNCEMENTS:

Any and all media announcements pertaining to this RFB, or any subsequent award(s) require the HACN's prior written approval.

OWNERSHIP:

All documents submitted in response to this RFB shall become the property of the HACN and will not be returned to the offerors. Responses received will be retained by the HACN Contracts Department.

INCURRING COSTS:

Any costs incurred by the firm in preparation, transmittal, or presentation of any proposal, or material submitted in response to this RFSB shall be borne solely by the vendor. The vendor is responsible for all costs associated with travel for on-site demonstrations.

SUBMITTAL DEADLINE:

Sealed proposals may be mailed to the Housing Authority of the Cherokee Nation, Attn: Baylee Scott P.O. Box 1007, Tahlequah, Oklahoma 74465; or, sealed proposal may be hand delivered to the Housing Authority of the Cherokee Nation, Attn: Baylee Scott, HACN Contracts Building, 1200 West Fourth Street., Tahlequah, Oklahoma 74464. Sealed proposals must be received by HACN on or before, August 27th, 2025, by 5:00 p.m. CT to be considered eligible for award. Late submittals will not be accepted. Submittal must be sealed and clearly marked "RFSB Autumn Woods II -Site Development, Tahlequah, Oklahoma RFSB # 2025-001-047" Sealed responses are to include 1 original, and 3 copies. It is the bidder's responsibility to ensure delivery of bids by designated due date and time. **LATE BIDS WILL NOT BE CONSIDERED AND WILL BE RETURNED UNOPENED**

SUBMITTALS:

The Proposals should be concise and cover all areas requested in this RFSB. All mandatory documents and mandatory statements must be included with sealed proposals and all areas. Proposals should have a Table of Contents and clearly defined sections.

GOVERNING LAW:

The HACN will make this RFSB and the successful Offeror's response a part of any future contract. This RFSB and any subsequent contract and related documents shall be construed under the laws of the United States and where applicable, the Cherokee Nation. Nothing in this RFSB, any subsequent documents or contract or related documents shall be construed as a waiver of limitation upon the Nation's sovereign immunity. To the extent this statement is found to be inconsistent with any other language in this RFSB or any subsequent document or contract or related document, this statement shall control. This statement shall survive the completion or termination of any subsequent contract. In the event of any dispute which may affect this Agreement, the Contractor agrees the Agreement shall be governed by the laws of the United States, and where applicable, the laws of the Cherokee Nation. There will be no Arbitration, Mediation or Indemnification clauses, and the Nation will not waive sovereign immunity. By submitting a proposal in response to this RFSB, the Contractor agrees to these terms and conditions.

LAWS AND REGULATIONS:

The Contractor is advised that all applicable state laws, municipal ordinances, and the rules and regulations of all authorities having jurisdiction over construction of this project shall apply to the contract throughout, and they will be deemed to be included in any future contract the same as though written out in full.

Wage Rates: The HACN requires the wages for any future contract/project follow the Davis Bacon Wage Scale. Awarded parties will be required to maintain wage rates paid to employees for any future awarded project and have reports available upon request. In addition, Contractor must adhere to 40 U.S.C.A. §3702 & §3704 per Department of Labor regulations regarding work hours and conditions.

Davis-Bacon Wage Rate #OK20240005, Modification Number 0, Publication Date 1/5/2024 applies to this project. Any state or Tribal law requiring the payment of wage rates that exceed the corresponding Federal rate is inapplicable and shall not be enforced.

Buy American – Recovery Act Provisions: The Buy American provisions direct that all the iron, steel, and manufactured goods used in the project are produced or manufactured in the United States for a project for the construction, alteration, maintenance or repair of a public building or public work. This Buy American provision is applicable only to iron, steel, and manufactured good brought to the construction site for incorporation into a public building or public work. Products that do not fit the definition of manufactured goods are not covered.

RFSB #2025-001-047

Cherokee Nation TERO law and fees are applicable to any future agreement.

TERM:

Any award based on the "RFSB- Autumn Woods II Site Development" will be established in a formal Notice to Proceed Letter stipulating a starting date and final completion date agreed upon by both parties.

INDIAN PREFERENCE:

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

SUMMARY OF INDEMNITY AND INSURANCE REQUIREMENTS FOR ANY FUTURE AGREEMENT

1. These are the Indemnity and Insurance Requirements for Contractors providing services or supplies to HACN. By agreeing to perform the work or submitting a bid, you verify that you comply with and agree to be bound by these requirements. If any additional Contract documents are executed, the actual Indemnity language and Insurance Requirements may include additional provisions as deemed appropriate by the HACN.
2. You should check with your insurance advisors to verify compliance and determine if additional coverage or limits may be needed to adequately insure your obligations under this agreement. These are the minimum required and do not in any way represent or imply that such coverage is sufficient to adequately cover the Contractor's liability under this agreement. The full coverage and limits afforded under Contractor's policies of Insurance shall be available to the HACN and these Insurance Requirements shall not in any way act to reduce coverage that is broader or includes higher limits than those required. The Insurance obligations under this agreement shall be: 1—all the Insurance coverage and limits carried by or available to the Contractor; or 2—the minimum Insurance requirements shown in this agreement, whichever is greater. Any insurance proceeds in excess of the specified minimum limits and coverage required, which are applicable to a given loss, shall be available to the HACN.
3. The Contractor shall furnish the HACN with original Certificates of Insurance including all required amendatory endorsements (or copies of the applicable policy language impacting coverage required by this clause) and a copy of the Declarations and Endorsement Page of the CGL policy listing all policy endorsements to the HACN before work begins. The HACN reserves the right to require full-certified copies of all Insurance coverage and endorsements.

INDEMNIFICATION:

To the fullest extent permitted by law, the Contractor shall hold harmless, defend and indemnify the HACN and its officers, officials, employees and volunteers from and against any and all liability, loss, damage, expense, costs (including without limitation costs and fees of litigation) of every nature arising out of or in connection with Contractor's performance of work hereunder or its failure to comply with any of its obligations contained in the agreement, except such loss or damage which was caused by the sole negligence or willful misconduct of the HACN.

In claims against any person or entity indemnified under this section by an employee of the Contractor or a Subcontractor, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, the indemnification obligation under this section shall not be limited by a limitation on amount or type of damages, compensation or benefits payable by or for the Contractor or a Subcontractor under workers' compensation acts, disability benefit acts or other employee benefit acts.

INSURANCE

Before performing contractual services on the behalf of or for the HACN, exact requirements will be provided, and coverage must be verified prior to execution of any future agreement.

The Contractor agrees to procure and maintain for the duration of the contract, and for a minimum of ten (10) years thereafter, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Contractor and the Contractor's agents, representatives, employees, or subcontractors of any tier.

Minimum Scope and Limit of Insurance:

- 1) Worker's Compensation and Employer's Liability or Affidavit of Exempt Status Filed with the State of Oklahoma for everyone listed on the core crew list.

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. **Exclusion Forms require state filed approved/authorization from the Workers Comp Administration. **

- 2) General Liability:

- Coverage: Comprehensive (including products/completed operations)
- Limits of Liability: Bodily Injury and Property Damage Combined: \$100,000.00 (each occurrence)

- 3) Automobile Coverage:

- Vehicles Covered: All Autos Bodily Injury and Property Damage Combined: \$100,000

• Umbrella / Excess Liability Limits – minimum total limits of liability for each of the policies listed above. Required minimum limits may be satisfied by a combination of umbrella and/or excess liability policy(ies). NOTE: Higher Limits Strongly Preferred.

o Each Occurrence Limit \$10,000,000

o Annual General Aggregate Limit \$10,000,000

o Following form of underlying insurance, and be endorsed as necessary such that the coverage provided by the Umbrella/Excess is at least as broad as the underlying insurance

o Limits may be satisfied by combination with appropriate Umbrella/Excess liability policy

With respect to the liability insurances specified above, and for claims related to this project, Contractor's insurance coverage shall be primary insurance coverage in respect to other insurance available to the HACN, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the HACN, its officers, officials, employees, or volunteers shall be excess of the Contractor's insurance (including umbrella and excess liability policies) and shall not contribute with it.

• Builders Risk – insurance utilizing an "All Risk" (Special Perils) coverage form, with limits equal to the completed value of the project and no coinsurance penalty provisions. Such coverage shall name the HACN as a loss payee as their interest may appear.

Professional Liability – with limits no less than \$10,000,000 per occurrence or claim, and \$10,000,000 policy aggregate.

- Pollution Legal Liability and/or Errors and Omissions with limits no less than \$10,000,000 per occurrence or claim, and \$10,000,000 policy aggregate

Deductibles. Any Deductibles or Self-Insured Retentions are the sole responsibility of the Contractor and must be declared to and approved by the HACN.

Waiver of Subrogation.

Contractor agrees to waive rights of subrogation which any insurer of the Contractor may acquire from the Contractor by virtue of the payment of any loss. The Contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation. The Workers' Compensation policy shall be endorsed with a waiver of subrogation in favor of the HACN for all work performed by the Contractor, its employees, agents and subcontractors.

The Contractor shall include in the bid a sample certificate of insurance evidencing the policies, limits, and applicable endorsements described above.

SECURITY FOR FAITHFUL PERFORMANCE FOR ANY FUTURE AGREEMENT:

Simultaneously with delivery of the signed contract, the Contractor shall furnish a surety bond or bonds as specified. Corporate sureties offered for bonds furnished with contracts performed for the HACN must appear on the list contained in the Department of the Treasury Circular 570, "Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and Acceptable Reinsuring Companies." Before any work is commenced, the Contractor shall obtain a performance bond and payment bond to guarantee the faithful performance of this contract and payment for all labor and materials used in the work each in the full amount of the contract price in a form and with sureties satisfactory to the HACN. The HACN will accept an irrevocable letter of credit from an established institution in lieu of the above bonds. This shall remain in effect until final acceptance by the HACN.

LEGAL REVIEW:

The HACN requires that all vendors agree to be bound by the general requirements contained in this RFSB. Any vendor concerns must be properly brought to the attention of Tonya Lockwood, Contracts Manager.

CONTRACT TERMS AND CONDITIONS:

The contract between the HACN and the vendor will follow the standard format of the HACN.

RIGHT TO WAIVE MINOR IRREGULARITIES: The RFSB Evaluation Committee reserves the right to waive minor irregularities. This right is at the sole discretion of the proposal evaluation committee.

The HACN reserves the right to determine a proposal acceptable in terms of meeting RFB requirements. The HACN reserves the right to accept or reject any and all proposals received and to negotiate with the responding firm regarding the terms of their proposals or parts thereof. The HACN reserves the right to award any future contracts in the best interests of the HACN.

RFSB #2025-001-047

WARRANTY PERIOD FOR ANY FUTURE AGREEMENT:

The Contractor warrants that work performed under awarded contract conforms to all requirements and is free of any defect in equipment, material, design, or workmanship performed by the Contractor or any Subcontractor. This warranty shall continue for a period of one year from the date of final acceptance of the work. The Contractor shall remedy at their expense any failure or defect within the one-year warranty period.

PROMPT PAYMENT FOR ANY FUTURE AGREEMENT:

The successful firm agrees to pay all sums due to subcontractors, laborers and material suppliers within ten (10) days of receipt of payment by the HACN.

SCOPE OF WORK:

Project Intent:

The purpose of this project is to complete all necessary site development work—including roads and infrastructure—to prepare the property for the construction of seven new homes. A separate contractor will be responsible for the vertical construction of the homes. This scope includes all work required to deliver fully prepared building pads with utilities and access in place.

Contractor Responsibilities:

1. General Requirements:
 - Complete all grading, utility installation, permitting, testing, inspections, reporting, and required deposits.
 - Coordinate all work with the Owner and relevant authorities to ensure compliance with local codes and standards.
2. Sanitary Sewer:
 - Owner will install sanitary sewer line and manholes 1 through 5.
 - Contractor is responsible for installation of sanitary sewer lines and manholes 6 through 10.
 - Coordinate tie-in at manhole 5 with the Owner.
 - Extend sewer lines to within three (3) feet of each building pad cap and ensure proper protection.
3. Utilities and Infrastructure:
 - Install primary overhead (OH) electric service.
 - Install water meters for each lot.
 - Provide and install solar-powered streetlights.
4. Site Features:
 - Construct entrance monument sign as per design specifications.
 - Install sidewalks and driveway approaches up to the back of sidewalk for each lot.

Information for Bidders

Bid Documents

The Housing Authority of the Cherokee Nation (hereinafter "HACN") invites bids on the attached bid form. All sections of the form must be completed.

Interested bidders must submit, at a minimum, the following completed bid sheets and attachments in the bid packet to be considered fully responsive/responsible bidders: Preparation Outline (must be completed and all sections returned); Mandatory Bid Response Sheet, Non-Collusive Affidavit, Previous Work History Form; TERO Certification (if applicable, to be provided by bidder); HUD-5369-A and Bid Bond.

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

Qualifications of Bidder

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

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

Debarment, Suspension, proposed Debarment and other Responsibility Matters:

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

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

- Been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, Local or Tribal) contract or subcontract; violation of Federal or State anti-trust statutes relating to the submission of offers; or commissions of embezzlement, theft, forgery, bribery, falsifications or destruction of records, making

false statements, and are not presently indicted for, or otherwise criminally or civilly charged by governmental entity with, commission of any of the offenses enumerated in this provision, or

- Had one or more contracts terminated for default by a Federal, State, Local or Tribal agency.

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

Subcontracts:

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

Site Inspections:

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

- Inspected the site.
- Familiarized themselves with any existing conditions.
- Read and became thoroughly familiar with the plans and contract documents (including all addenda).

Site Inspections may be scheduled for eligible bidders by contacting David Linch 918-316-1349.

Bonding Requirements

Minimum requirement for bonding and insurance shall be as follows:

A bid bond equal to One percent (1%) of grand total bid amount. A "Bid Bond" is one executed in connection with a bid offer to guarantee the contractor will enter into a contract if given the award.

THE ONLY DOCUMENTS ACCEPTED WILL BE AN ACTUAL BID BOND OR CASHIERS CHECK.

Acceptable Methods to provide performance and payment assurance may include:

a) A performance bond on the part of the Contractor for 100 percent (100%) of the contract price. A "performance bond" is one executed in connection with a contract to secure fulfillment of all the Contractor's obligations under such contract.

b) A payment bond on the part of the Contractor for 100 percent (100%) of the RFSB- Autumn Woods II Site Preparation contract price.

A "payment" bond is one executed in connection with a contract to assure payment as required by law of all persons supplying labor and material in the execution of the work provided for in the contract.

c) A maintenance bond may be required by the HACN based on the project. The HACN may request the Contractor provide the percentage/fees for a maintenance bond for a specific project. A "maintenance" bond is one executed to make sure the Contractor remedies any defects, or the owner is compensated for any defects that may have occurred throughout the construction project.

NOTE: The payment and performance bonds will only be required of the successful Contractor but must be in full effect before any work is done. The date of the bonds must not be prior to the date of the Contract. If the Contractor is a partnership, all partners must execute the bonds.

Corporate sureties offered for bonds furnished with contracts performed for the HACN must appear on the list contained in the Department of the Treasury Circular 570, "Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and Acceptable Reinsuring Companies."

At the execution of a contract, or at the rejection of all bids, the HACN will return any bid bond (guarantee(s) submitted.

AVAILABILITY OF FUNDS:

Any future contract awarded as a result of this RFB is contingent on the appropriation of funds. A contract award may be terminated or reduced in scope if sufficient appropriations or authorizations do not exist. This vendor will be notified in writing of such terminations. The vendor will accept, as final, the HACN's decision as to whether sufficient appropriations and authorizations are available.

Required Documents for Successful bidder only:

- a. Labor Information Form (to be provided by HACN)
- b. W-9 Form (to be provided by HACN)
- c. New Contractors must complete a Vendor Registration form (provided by HACN)
- d. Core Crew Listing, Proof of CDIB or Tribal Membership cards (if Applicable, Licenses for trade. (If Applicable) Ex. HVAC, Plumbing, Roofing, Electrical, Pest, (pre-treat)
- e. Request for Acceptance of Sub-Contractors, Subcontract Agreement and all applicable licenses, insurances and Core Crew list
- f. Insurance Certificates (General Liability, Auto, & Workers Comp) Builders Risk in the amount of the project any additional insurance(s) required in the RFSB
- g. Drug Free and Tobacco Free Workplace Certification

Closing documents required for final draw:

- a. Final Davis- Bacon payrolls
- b. Lien releases for all subcontractors and suppliers
- c. Final DEQ filed paperwork (if applicable)
- d. Certificate of Release from General Contractor
- e. Serial numbers (appliances, HVAC, water heater) (as applicable)
- f. As-Built drawing for each unit (as applicable)
- g. Required HUD forms
- h. Account numbers for all utilities (as applicable)

PREPARATION OUTLINE

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

- a. Preparation Outline (this form, must be signed and dated)
- b. Mandatory Bid Response Form
- c. TERO Certification (Bidder to provide if applicable)
- d. Bid Bond (aka Bid Guarantee)- 1% of grand total bid amount
- e. Statement on Providing Cherokee (Tribal) and Indian Preference in Employment and Training Opportunities
- f. Statement on Providing Cherokee (Tribal) and Indian Preference in the Award of Subcontracts
- g. Non-Collusive Affidavit
- h. Previous Work History Form
- i. Contractors Drug Free Workplace Statement or Agreement to follow HACN Drug Free Workplace statement (Copy of contractors or signed statement to agree to HACN) must be included in bid.
- j. By signing below, I have reviewed the posted pre-bid minutes and the Interpretations & Clarification.
- k. HUD-5369-A

SPECIAL INSTRUCTIONS

**** Be advised that all responsive proposals will be evaluated as outlined in this solicitation packet.**

Authorized Signature

Title

Company Name

Date

**MANDATORY SEALED BID RESPONSE – HACN
BID SOLICITATION # 2025-001-047**

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

Autumn Woods II Site Development – Tahlequah, Oklahoma

1. Company Information

Company Name: _____
Contact Person: _____
Title: _____
Phone Number: _____
Email Address: _____
Mailing Address: _____

2. Itemized Cost Breakdown

| Scope Item | Cost (USD) |
|---------------------------------------|------------|
| Site Preparation and Grading | _____ |
| Utility (Electric, Water, Gas, Sewer) | _____ |
| Asphalt | _____ |
| Site Concrete | _____ |
| Rock Clause (per Cubic Yard) | _____ |

Total Bid Amount (USD): _____

3. Project Timeline

Estimated Start Date: _____
Estimated Completion Date: _____
NOTE TO BIDDERS REGARDING (CHEROKEE) TRIBAL _____ OR INDIAN
PREFERENCE: _____ (Check One)
TERO Certified Contractor: _____ YES _____ NO
(Proof of Certification must accompany all bids)

4. Signature

Authorized Representative Name: _____
Title: _____
Signature: _____
Date: _____
Phone: _____
Email: _____

**Statement on Providing Cherokee (Tribal) and Indian Preference
In Employment and Training Opportunities**

The Housing Authority of the Cherokee Nation has determined that all bidders for this solicitation shall, to the greatest extent feasible, comply with Cherokee (Tribal) and Indian Preferences in providing training and employment opportunities.

Detail your employment and training opportunities and plans to provide preference to Indians in implementing the contract:

Provide the number or percentage of Indians anticipated to be employed and trained.

If less than 100% Indian for new hires explain why:

Provide a list of all core crew members (owners, supervisors, key positions):

Describe the methods that will be used to train Indian employees:

Comparable statements from all subcontracts must be submitted.

Company Name _____

Signature

Date

Statement on Providing Cherokee (Tribal) or Indian Preference In the Award of Subcontracts

The Housing Authority of the Cherokee Nation has determined that all bidders under this solicitation shall, to the greatest extent feasible, comply with Cherokee (Tribal) and Indian Preference in the awarding of all subcontracts under the contract.

Awards of subcontracts shall be made to the qualified Indian Enterprise or organization with the lowest responsive bid if that bid is no more than "X" higher than the total bid price of the lowest responsive bid from any qualified bidder. In accordance with paragraph V of the HACN Procurement Policy, for any solicitation of a purchase exceeding \$150,000 that is based on price and other factors, Indian preference will be given based on the following criteria:

| When the lowest responsive bid is: | X = THE LESSER OF |
|--|------------------------------|
| At least \$150,000 but less than \$200,000 | 4.5% of that bid or \$8,000 |
| At least \$200,000 but less than \$300,000 | 4% of that bid or \$10,500 |
| At least \$300,000 but less than \$400,000 | 3.5% of that bid or \$12,000 |
| At least \$400,000 but less than \$500,000 | 3% of that bid or \$15,000 |
| At least \$500,000 but less than \$1,000,000 | 2.5% of that bid or \$20,000 |
| At least \$1,000,000 but less than \$2,000,000 | 2% of that bid or \$30,000 |
| At least \$2,000,000 but less than \$4,000,000 | 1.5% of that bid or \$40,000 |
| At least \$4,000,000 but less than \$7,000,000 | 1% of that bid or \$52,500 |
| \$7,000,000 or more | .75% if that bid or \$75,000 |

If no responsive proposal by a qualified Indian-Owned economic enterprise or organization is within the stated range of the total price of the lowest responsive proposal from any qualified enterprise, award shall be made to the bidder with the lowest price.

All bidders must submit with their proposal documentation of the bids or quotations received in subcontracts awarded to a non-Indian enterprise or a non-Indian organization. Failure by the bidder to provide such information shall render the proposal non-responsive and the bidder ineligible for award.

Detail your plans to provide Cherokee (Tribal) Indian Preference in the award of subcontracts:

Company Name _____

Signature

Date

NON-COLLUSIVE AFFIDAVIT

State of _____

County of _____

_____ being first duly sworn, depose and says

that he/she is a partner or officer of the firm of _____, the party making and foregoing proposal or bid, that such proposal or bid is genuine and not collusive or sham; that said bidder has not colluded, conspired, connived or agreed, directly or indirectly, with any bidder or person, to put in a sham bid or to refrain from bidding, and has not in any manner, directly or indirectly, sought by agreement or collusion or communication or conference, with any person to fix the bid price of affiant or any other bidder, or to fix overhead, profit or cost element of said bid price, or that of any other bidder, or to secure any advantage against the Housing Authority of the Cherokee Nation, or any person interested in the proposed contract; and, that all statements in said proposal or bid are true.

Signed: _____
(Bidder, if the bid is an individual;
Partner, if the bid is a partnership;
Officer, if the bid is a corporation)

Subscribed and sworn to before me this _____ day of _____, 20____.

My commission expires _____, 20____.

Notary Public Signature

Commission Number

Drug Free and Tobacco Free Workplace:

- a) Any Contractor performing work for the Housing Authority of 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.
- b) The Housing Authority of the Cherokee Nation will consider lack of enforcement or lax enforcement of the statement by the Contractor a default of the contract.
- c) The Contractor further agrees to provide all persons engaged in performance of the contract with a copy of the statement.
- d) A copy of the Contractor's Drug Free Workplace statement shall be included with any bid submitted or the Contractor will be deemed to accept and agree to use the statement provided by the Nation.
- e) The Contractor understands and recognizes that all Housing Authority of the Cherokee Nation buildings, whether leased or owned, and the grounds surrounding those facilities are considered by the Nation to be a tobacco free workplace. The Contractor will ensure all employees, subcontractors, and other workers will abide by this policy.

Please mark one and sign:

I have my own (Contractor's) Drug/Tobacco Free Policy/Statement: _____
(Attach your policy/statement and sign and date bottom)

I agree to the HACN's Drug/Tobacco Free Policy/Statement: _____