

REQUEST FOR BIDS
Complete Replacement of Furnaces and
Condensers
at
Proctor Heights II
Hulbert, OK



Bids Due: August 28th, 2025, at 2:00 P.M.

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

Housing Authority of the Cherokee Nation BID REQUEST

The Housing Authority of the Cherokee Nation is seeking bids from Mechanical Contractors for the complete replacements of Twenty-Five (25) 70,000 BTU Natural Gas Furnaces, Nineteen (19) 2 Ton Condensers, and Six (6) 2.5 Ton Condensers located at **“Proctor Heights II” Hulbert, Oklahoma**. Work will be completed according to the Scope of Work. This job is to be performed from **8am to 5pm, 5 days week M-Fr, or Housing Authority of Cherokee Nation work hours**. The entire project must be fully completed within **35 working** days or \$100.00 per working day will be charged to the contractor for each day of extension over the presented construction end date.

To be considered a responsive/responsible bidder, the mandatory bid response sheet must be fully completed. Bids are due no later than **August 28th, 2025 at 2:00 P.M.**

A purchase order will be issued to the responsible contractor who provides the lowest, most responsive/responsible bid in accordance with the HACN Procurement Policy.

MANDATORY SUBMITTAL INFORMATION:

Bids may be mailed to the Housing Authority of the Cherokee Nation, Attn: Baylee Scott, P.O. Box 1007, Tahlequah, OK 74465, or hand delivered to Baylee Scott at 1204 West Fourth Street, Tahlequah, Ok. Bids may also be **emailed to baylee.scott@hacn.org**. It is the bidder's responsibility to ensure delivery of bids. Bids received after the deadline will not be considered.

Bid Acceptance:

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

Bidders can direct questions to **Virgil Johnston 918-720-3174**.

Tribal and Indian Preference:

Indian preference will be given only to bidders who provide proof of current certification from the Cherokee Nation Tribal Employments Office (TERO) located in Tahlequah, OK. Proof of TERO certification must be included with the bid or provided within three (3) days. TERO requirements apply, including the fee of ½ of 1% of contract award. The successful bidder must complete the TERO Labor Agreement and pay all applicable fees, including \$25 per day per non-Indian employee working on this project. Please refer to Legislative Act 01-14 or contact the TERO office at (918) 453-5334 with any questions.

This contract is subject to Section 7(b) of the Indian Self-Determination and Education Assistance Act, which requires in part that to the greatest extent feasible, preference in the award of contracts and subcontracts shall be given to Indian Organizations and Indian Owned Economic Enterprises.

Wage Rate **#OK20250005, Modification Number 0, Publication Date 1-3-2025** 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.

General Conditions:

The Contractor/Subcontractor agrees to the U.S. Department of Housing and Urban Development, Office of Public and Indian Housing, Instructions to Bidders for Contracts (HUD-5369), Representations, Certifications, and Other Statements of Bidders (HUD-5369-A) and General Contract Conditions for Small Construction/Development Contracts (HUD-5370-EZ). The contractor/subcontractor can review the above-mentioned General Conditions for HUD that are included in the bid packet or at <https://hud.gov/offices/cpo/forms>. Submission of bid indicates that I have reviewed the Instructions to Bidders for Contracts (HUD-5369), Representations, Certifications, and Other Statements of Bidders (HUD-5369-A) and General Contract Conditions for Small Construction/Development Contracts (HUD-5370- EZ). and agree to the terms and conditions. <https://hud.gov/offices/cpo/forms>.

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, alternation, 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.

Bidders can visit the job site and acquaint themselves with the exact nature of work to be performed. To schedule a site visit contact **Virgil Johnston 918-720-3174.**

The Contractor shall verify all quantities, measurements or dimensions, conditions, plans, scope of work, and write up before submitting a bid. Change Orders will not be approved based on mistaken quantity count, measurements, or dimensions.

Method of Award:

After reviewing all bids received, the purchase order will be awarded to the responsive/responsible bidder whose bid is determined to be the lowest and most responsive in accordance with the HACN Procurement Policy.

THE FOLLOWING FACTORS WILL BE GIVEN CONSIDERATION:

Number of Current, Pending Projects
Previous Projects Completed on Time
Quality of Work on Previous Projects

Method of Payment:

Payments will be made at 100% after completion and final inspection and approval by the HACN inspector and with a Statement of Completion and submission & acceptance of all closing documents for each project unless a pay schedule is submitted with bid for prior approval. Each project will have its own invoice payrolls and certificate of release. The inspector will conduct wage interviews at various times. Instructions are attached for the payroll. Please send a copy of the warranty information.

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.

Insurance Requirements (For Successful Bidder Only):

Before performing contractual services on the behalf of or for the HACN, compliance with the following insurance requirements must be verified. Provide an original Certificate of Insurance naming the **Housing Authority of the Cherokee Nation of Oklahoma** as a certificate holder.

The certificate should contain the following information:

- 1) Type of insurance
- 2) Policy number
- 3) Effective date
- 4) Expiration date

- 5) Limits of Liability (this amount is usually stated in thousands)
- 6) Ten-day cancellation clause

****Required Coverage:**

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

Limits of Liability:

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

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

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

Oklahoma Statute requires Worker's Compensation coverage for anyone with one (1) or more employees.

- 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

Hired Autos

Non-owned Autos

Limits of Liability:

Note: the Contractor shall either: (1) during the life of his subcontract, require each of his subcontractors to procure and to maintain Subcontractor's Public Liability and Property Damage Coverage or the same types of coverage in the same amounts as specified above, or (2) insure the activities of this subcontractors in his own policy.

Warranties/Workmanship: The contractor/subcontractor shall warranty his work against faulty materials or workmanship for a period of One (1) Year and replace same at the direction of the Housing Authority of the Cherokee Nation (HACN) at no cost to the homeowner and/or the Housing Authority of the Cherokee Nation. The one-year period shall begin on the date of the final acceptance (inspection) for the completed job by the Inspector or designee. All labor shall have a one (1) warranty.

The contractor/subcontractor shall present all manufacturers' warranties to the homeowner with a copy to the Housing Authority of the Cherokee Nation (appliances, HVAC, termite treatment, roofing, hot water heaters, flooring, etc.) upon completion of the work and submitted with all closing documents and final invoice.

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.

AWARDED CONTRACTOR MUST SUBMIT TO THE HOUSING AUTHORITY OF THE CHEROKEE NATION ALL REQUIRED DOCUMENTATION WITHIN THREE (3) DAYS OF NOTIFICATION OF AWARD:

- Insurance Certificates
- Core Crew List
- Special Trade Licenses (as applicable)

****FAILURE TO SUBMIT ALL PAPERWORK BY DEADLINE WILL RESULT IN AWARD BEING REVOKED****

Drug Free and Tobacco Free Workplace:

- a) Any contractor performing work for the HACN 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 HACN 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 HACN.
- e) The Contractor understands and recognizes that all HACN buildings, whether leased or owned, and the grounds surrounding those facilities are considered by the HACN to be a tobacco free workplace. The Contractor will ensure all employees, subcontractors, and other workers 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: _____

Signature

Date

Housing Authority of the Cherokee Nation
MANDATORY BID RESPONSE SPREADSHEET

To furnish all labor and materials, administration, services, supplies, equipment, transportation and quality control necessary to provide services as specified.

Bidder also agrees to perform work required within the time specified after receipt of **Purchase Order**.

Site: HACN 45-52 Proctor Heights II, Hulbert, OK

Specifications: This project consists of *complete replacements of Twenty-Five (25) 70,000 BTU natural gas furnaces, nineteen (19) 2-ton condensers, and six (6) 2.5-ton condensers located at Proctor Heights II, Hulbert, Oklahoma*. All work will be done in a professional manner, subject to inspections by the Housing Authority of Cherokee Nation, Low Rent Inspector and in accordance with specified **scope of work and specifications**.

BID RESPONSE

Twenty-Five (25) 70,000 BTU Natural Gas Furnaces Each \$_____ Total \$_____

Nineteen (19) 2 Ton Condensers Each \$_____ Total \$_____

Six (6) 2.5 Ton Condensers Each \$_____ Total \$_____

GRAND TOTAL: \$_____

Time to complete: _____ 35 Working Days
(Working days from date of executed contract)

TERO Certified: _____ Yes _____ No

(PROOF OF CERTIFICATION FRONT&BACK MUST ACCOMPANY ALL BIDS)
SUBMITTED: **(Include Coy of Mechanical License Front & Back with Bid)**

Company Name

Company Address

Authorized Signature

Print Name & Title

Phone Number