

REQUEST FOR BIDS MODERNIZATION

**5 MODERNIZATION UNITS LOCATED IN
Adair & Sequoyah Counties**



Bids Due: September 2, 2025 @ 5:00 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 interested parties for the modernization repairs of 5 Units located Adair and Sequoyah Counties. Work will be completed according to the work write-up. **All 5 Units must be bid to be considered.** These 5 projects must be fully completed within 15 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.

A purchase order will be issued to the responsible Contractor who provides the lowest, most responsive 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, e-mailed to baylee.scott@hacn.org or hand delivered to Baylee Scott at 1200 West Fourth Street. It is the bidder's responsibility to ensure delivery of bids by **September 2, 2025 @ 5:00 p.m.** 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 meets 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 **Tracy Wacoche 918-837-0617**

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 #OK 20250005 & OK20250079 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 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.

Bidders can visit the job site and acquaint themselves with the exact nature of work to be performed. To schedule a site visit contact **Tracy Wacoche 918-837-0617**.

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 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: Payment will be made after 100% Statement of Completion with approval and acceptance of work by HACN Inspector & acceptance of all closing documents for each unit.

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.

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

MANDATORY BID RESPONSE FORM

The General Contractor, as Bidder, agrees to perform all work as described in the Work Write Up and Bid Document.

The Bidder agrees to furnish all labor and materials for the sum of:

Dane Smith \$ _____
Chirstopher Noisey \$ _____
Janie Powel \$ _____
Justin Blackbird \$ _____
Jacob Dry \$ _____

GRAND TOTAL OF BID \$ _____

(CHEROKEE) TRIBAL _____ OR INDIAN PREFERENCE: _____ (Check One)

TERO Certified Contractor: _____ Yes _____ No
(Proof of Certification must accompany all bids)

SUBMITTED:

Company Name	Company Address
ABC Corporation	123 Main Street, New York, NY 10001
XYZ Inc.	456 Elm Street, Los Angeles, CA 90001
DEF LLC	789 Oak Street, Chicago, IL 60601
GHI Partners	101 Pine Street, San Francisco, CA 94101
JKL Group	202 Cedar Street, Boston, MA 02101
MNO Enterprises	303 Birch Street, Houston, TX 77001
PQR Solutions	404 Spruce Street, Phoenix, AZ 85001
STU Systems	505 Willow Street, Philadelphia, PA 19101
VWX Technologies	606 Ash Street, San Diego, CA 92101
YZA Innovations	707 Hickory Street, Austin, TX 78701
BCD Ventures	808 Maple Street, Portland, OR 97201
EFG Capital	909 Poplar Street, Denver, CO 80201
HIJ Holdings	1010 Sycamore Street, Salt Lake City, UT 84101
KLM Investments	1111 Walnut Street, Las Vegas, NV 89101
NOP Financial	1212 Chestnut Street, Miami, FL 33101
QRS Bank	1313 Olive Street, Seattle, WA 98101
TUV Credit	1414 Elm Street, Minneapolis, MN 55401
WXY Finance	1515 Maple Street, St. Paul, MN 55101
ZAB Lending	1616 Birch Street, Des Moines, IA 50301
ACD Finance	1717 Spruce Street, Omaha, NE 68101
DEF Finance	1818 Willow Street, Lincoln, NE 68501
GHI Finance	1919 Ash Street, Kansas City, MO 64101
JKL Finance	2020 Hickory Street, St. Louis, MO 63101
MNO Finance	2121 Maple Street, Springfield, IL 62701
PQR Finance	2222 Walnut Street, Champaign, IL 61801
STU Finance	2323 Chestnut Street, Urbana, IL 61801
VWX Finance	2424 Olive Street, Carbondale, IL 62901
YZA Finance	2525 Elm Street, Macomb, IL 61455
BCD Finance	2626 Maple Street, Danvers, IL 61830
EFG Finance	2727 Birch Street, Moline, IL 61701
HIJ Finance	2828 Spruce Street, Peoria, IL 61601
KLM Finance	2929 Willow Street, Quincy, IL 62401
NOP Finance	3030 Ash Street, Macoupin, IL 62450
QRS Finance	3131 Hickory Street, Jerseyville, IL 62538
TUV Finance	3232 Maple Street, Piasa, IL 62450
WXY Finance	3333 Walnut Street, Piasa, IL 62450
ZAB Finance	3434 Chestnut Street, Piasa, IL 62450
ACD Finance	3535 Olive Street, Piasa, IL 62450
DEF Finance	3636 Elm Street, Piasa, IL 62450
GHI Finance	3737 Maple Street, Piasa, IL 62450
JKL Finance	3838 Birch Street, Piasa, IL 62450
MNO Finance	3939 Spruce Street, Piasa, IL 62450
PQR Finance	4040 Willow Street, Piasa, IL 62450
STU Finance	4141 Ash Street, Piasa, IL 62450
VWX Finance	4242 Hickory Street, Piasa, IL 62450
YZA Finance	4343 Maple Street, Piasa, IL 62450
BCD Finance	4444 Walnut Street, Piasa, IL 62450
EFG Finance	4545 Chestnut Street, Piasa, IL 62450
HIJ Finance	4646 Olive Street, Piasa, IL 62450
KLM Finance	4747 Elm Street, Piasa, IL 62450
NOP Finance	4848 Maple Street, Piasa, IL 62450
QRS Finance	4949 Birch Street, Piasa, IL 62450
TUV Finance	5050 Spruce Street, Piasa, IL 62450
WXY Finance	5151 Willow Street, Piasa, IL 62450
ZAB Finance	5252 Ash Street, Piasa, IL 62450
ACD Finance	5353 Hickory Street, Piasa, IL 62450
DEF Finance	5454 Maple Street, Piasa, IL 62450
GHI Finance	5555 Walnut Street, Piasa, IL 62450
JKL Finance	5656 Chestnut Street, Piasa, IL 62450
MNO Finance	5757 Olive Street, Piasa, IL 62450
PQR Finance	5858 Elm Street, Piasa, IL 62450
STU Finance	5959 Maple Street, Piasa, IL 62450
VWX Finance	6060 Birch Street, Piasa, IL 62450
YZA Finance	6161 Spruce Street, Piasa, IL 62450
BCD Finance	6262 Willow Street, Piasa, IL 62450
EFG Finance	6363 Ash Street, Piasa, IL 62450
HIJ Finance	6464 Hickory Street, Piasa, IL 62450
KLM Finance	6565 Maple Street, Piasa, IL 62450
NOP Finance	6666 Walnut Street, Piasa, IL 62450
QRS Finance	6767 Chestnut Street, Piasa, IL 62450
TUV Finance	6868 Olive Street, Piasa, IL 62450
WXY Finance	6969 Elm Street, Piasa, IL 62450
ZAB Finance	7070 Maple Street, Piasa, IL 62450
ACD Finance	7171 Birch Street, Piasa, IL 62450
DEF Finance	7272 Spruce Street, Piasa, IL 62450
GHI Finance	7373 Willow Street, Piasa, IL 62450
JKL Finance	7474 Ash Street, Piasa, IL 62450
MNO Finance	7575 Hickory Street, Piasa, IL 62450
PQR Finance	7676 Maple Street, Piasa, IL 62450
STU Finance	7777 Walnut Street, Piasa, IL 62450
VWX Finance	7878 Chestnut Street, Piasa, IL 62450
YZA Finance	7979 Olive Street, Piasa, IL 62450
BCD Finance	8080 Elm Street, Piasa, IL 62450
EFG Finance	8181 Maple Street, Piasa, IL 62450
HIJ Finance	8282 Birch Street, Piasa, IL 62450
KLM Finance	8383 Spruce Street, Piasa, IL 62450
NOP Finance	8484 Willow Street, Piasa, IL 62450
QRS Finance	8585 Ash Street, Piasa, IL 62450
TUV Finance	8686 Hickory Street, Piasa, IL 62450
WXY Finance	8787 Maple Street, Piasa, IL 62450
ZAB Finance	8888 Walnut Street, Piasa, IL 62450
ACD Finance	8989 Chestnut Street, Piasa, IL 62450
DEF Finance	9090 Olive Street, Piasa, IL 62450
GHI Finance	9191 Elm Street, Piasa, IL 62450
JKL Finance	9292 Maple Street, Piasa, IL 62450
MNO Finance	9393 Birch Street, Piasa, IL 62450
PQR Finance	9494 Spruce Street, Piasa, IL 62450
STU Finance	9595 Willow Street, Piasa, IL 62450
VWX Finance	9696 Ash Street, Piasa, IL 62450
YZA Finance	9797 Hickory Street, Piasa, IL 62450
BCD Finance	9898 Maple Street, Piasa, IL 62450
EFG Finance	9999 Walnut Street, Piasa, IL 62450

Print Name	Authorized Signature
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Title

NON-COLLUSIVE AFFIDAVIT

State of _____

County of _____

_____ being first duly sworn, deposed 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