

REQUEST FOR BID

**Property clean-up from storm damage at 2 Low Rent
Apartment complexes
Located in Stilwell, Oklahoma, Adair County**



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

RFB # 2026-001-005

Bids Due January 12, 2026, at 5:00 P.M.

Request for Bid

The Housing Authority of the Cherokee Nation (HACN) is soliciting bids from qualified contractors to self-perform property clean up from previous storm damage at (2) Two Low Rent apartment complexes located in Stilwell, Oklahoma, Adair County. Both complexes are owned and operated by the Housing Authority of the Cherokee Nation and are familiarly named Hogner Heights Addition- 50 units, 160 Alyene Drive and Plainview 1 & 2 Addition 38 units located North of the former Stilwell Memorial Hospital. Awarded contractor will have 30 days to complete the contract.

This project will consist of leaf and debris removal, tree pruning and removal and stump removal. Stumps may be ground if they are flushed to the ground and must be filled with clean topsoil. This will be required on both properties damaged by previous storms. Exact nature of the jobs will be designated by the HACN Executive Director, Todd Enlow, or his designated Maintenance Supervisor, Paul Walker.

The Awarded contractor will be required to be licensed and bonded for this job if required by the City of Stilwell and provide any applicable permits. All Debris, trees, stumps, limbs, leaves etc. must be removed from the site. They will not be allowed to be burned where they lay. Todds intentions are to mark with different colored ribbon the trees that he would like pruned and for complete removal. Bidders are requested to make a site visit before submitting their bid in order to be familiar with the jobsite and nature of work involved.

To be considered a responsive/responsible bidder, the Mandatory Bid Response sheet must be fully completed. To receive preference, bidder must be TERO certified through the Cherokee Nation Tribal Employment Rights Office; proof of certification must accompany submittals. Successful bidders will be obligated to comply with Tribal rules and regulations and TERO.

A purchase order will be issued to the responsible Contractor who provides the lowest, most responsive bid in accordance with the HACN Procurement Policy. Award will be subject to availability of funds.

MANDATORY SUBMITTAL INFORMATION: The deadline for bids is January 12, 2026, at 5:00 P.M. Bids may be e-mailed to baylee.scott@hacn.org or hand delivered to Baylee Scott at 1200 W. Fourth Street, Tahlequah, OK 74464. 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 meets stated requirements, and to award a purchase order for the bid that is in the best interest of 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. No bidder may withdraw their bid within 30 days after the due date. HACN reserves the right to reject any and all bids.

Cherokee (Tribal) and/or Indian preference will be given only to contractors who provide proof of current certification from the Cherokee Nation Tribal Employment Rights Office (TERO) located in Tahlequah, OK. Proof of TERO certification must accompany and be included in the proposal. If no TERO vendor is available, Indian preference will be given in accordance with 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 sub-contracts shall be given to Indian Organizations and Indian Owned Economic Enterprises. Cherokee Nation TERO 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. For TERO questions please contact them directly. It is presumed that you understand their requirements by submitting your bid.

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.

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. **For additional information or to schedule site visits please contact Inspector Supervisor, Paul Walker – at 918-506-9072**

For this project, *Wage Rate , OK20250005*, are applicable and included in the bid packet. Any state or Tribal law requiring the payment of wage rates that exceed the corresponding Federal rate is inapplicable and shall not be enforced. (will be updated

once the website is back up and running, < shuts down January of each year to update the rates and wage rate/modification Identification number)

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.

Method of Award: After reviewing all bids received, the contract/ purchase order will be awarded to the responsible bidder whose bid is determined to be the lowest and most responsive/responsible in accordance with the HACN Procurement Policy. HACN will select the contractor or contractors whose bid with price and other factors considered, is most advantageous to the HACN. as a contract extension.

Factors given consideration

- 1) **Ability to perform work/experience in related work- If requested Contractor, should be able to** Provide information on similar types of renovations and all experience construction/renovations/repairs.
Also, provide a profile list of all employees who will be engaged in work under the contracts including any sub-contractor you intend to hire if chosen. Quality of work on previous projects. Previous Projects were completed on time. Any outstanding warranty issues. Number of Current, Pending projects.
- 2) **Pricing** – Contractor must include pricing for completion of entire job.
- 3) **Completion date** – Contractor must complete job in 30 days of Notice to Proceed.
- 4) **Method of Payment:** Payments will be made in 1 payment at 100% statement of completion and acceptance of work approved by the HACN Inspector with submission and acceptance of all closing documents.

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 Offeror Only)

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

Certificate should read:

Housing Authority of the Cherokee Nation
Attn. Contracts Dept.
P.O. Box 1007
Tahlequah, Oklahoma 74465

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:

- a. 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 *** Exclusion Forms will not be accepted** unless approved by Contracts Manager.

b. General Liability:

Coverage:

Comprehensive (including products/completed operations)

Limits of Liability:

Bodily Injury and Property Damage Combined: \$100,000
(Each Occurrence)

c. 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) require each of his subcontractors to procure and to maintain during the life of his subcontract, Subcontractor's Public Liability and Property Damage or the type and in the same amounts as specified above, or (2) insure the activities of the subcontractors in his own policy.

Any Permits, licenses and bonding as required by the City of Stilwell.

Warranties/Workmanship:

The contractor/subcontractor shall warrant 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.

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 HACN's Drug/Tobacco Free Policy/Statement: _____

Signature

Date

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

MANDATORY BID RESPONSE FORM AREA 1

The General Contractor, as Bidder, agrees to perform all work as described in the RFB, Scope of Work and Specifications. ,

The Bidder agrees to furnish all labor and equipment to complete the property clean up from previous storm damage at (2) Two Low Rent apartment complexes located in Stilwell, Oklahoma, Adair County.

AREA 1:

Hogner Heights Addition- \$ _____

Plainview 1 & 2 Addition \$ _____

Total: \$ _____

Anticipated Start Date: _____

Submission of my bid is confirmation that I have reviewed the job, fully understand the scope of work, and will complete the job within the timeframe designated after the issuance of the Purchase Order.

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

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

SUBMITTED:

Company Name _____

Company Address _____

Print Name _____

Authorized Signature _____

Phone # _____ Date _____

Scope Of Work

The Housing Authority of the Cherokee Nation (HACN) is soliciting bids from qualified contractors to self-perform property clean up from previous storm damage at (2) Two Low Rent apartment complexes located in Stilwell, Oklahoma, Adair County. Both complexes are owned and operated by the Housing Authority of the Cherokee Nation and are familiarly named Hogner Heights Addition, 160 Alyene Drive and Plainview 1 & 2 Addition located North of the former Stilwell Memorial Hospital. Awarded contractor will have 30 days to complete the contract.

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- 1) The contractor shall bid work hours from 8 am to 5 pm, 5 days week, Monday- Friday, or Housing Authority of the Cherokee Nation work hours.
- 2) Bidders can visit the job sites and acquaint themselves with the exact nature of work to be performed. Contact the following Inspector Supervisors to schedule their respected areas.
AREA 1- Paul Walker – 918-506-9072
- 3) After completion and before final inspection, the contractor shall remove all tools and equipment that are not the property of HACN.

"General Decision Number: OK20250005 01/03/2025

Superseded General Decision Number: OK20240005

State: Oklahoma

Construction Type: Residential

Counties: Adair, Cherokee, Craig, Delaware, Mayes, Nowata, Ottawa and Washington Counties in Oklahoma.

RESIDENTIAL CONSTRUCTION PROJECTS (consisting of single family homes and apartments up to and including 4 stories)

Note: Contracts subject to the Davis-Bacon Act are generally required to pay at least the applicable minimum wage rate required under Executive Order 14026 or Executive Order 13658. Please note that these Executive Orders apply to covered contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but do not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(1).

If the contract is entered into on or after January 30, 2022, or the contract is renewed or extended (e.g., an option is exercised) on or after January 30, 2022:	<ul style="list-style-type: none">. Executive Order 14026 generally applies to the contract.. The contractor must pay all covered workers at least \$17.75 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in 2025.
If the contract was awarded on or between January 1, 2015 and January 29, 2022, and the contract is not renewed or extended on or after January 30, 2022:	<ul style="list-style-type: none">. Executive Order 13658 generally applies to the contract.. The contractor must pay all covered workers at least \$13.30 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on that contract in 2025.

The applicable Executive Order minimum wage rate will be adjusted annually. If this contract is covered by one of the Executive Orders and a classification considered necessary for performance of work on the contract does not appear on this wage determination, the contractor must still submit a conformance request.

Additional information on contractor requirements and worker protections under the Executive Orders is available at <http://www.dol.gov/whd/govcontracts>.

Modification Number Publication Date

SUOK1997-001 09/01/1997

	Rates	Fringes
Air Conditioning Mechanic.....	\$ 7.25	**
BRICKLAYER.....	\$ 7.25	**
CARPENTER.....	\$ 7.25	**
CEMENT MASON/CONCRETE FINISHER...	\$ 7.25	**
Drywall Installer & Sheetrock.....	\$ 7.25	**
ELECTRICIAN.....	\$ 7.25	**
FLOOR LAYER: Carpet.....	\$ 7.25	**
Insulation Installer.....	\$ 7.25	**
Ironworker.....	\$ 7.25	**
LABORER		
Laborers.....	\$ 7.25	**
PAINTER		
Brush.....	\$ 7.25	**
Tapers and Finishers.....	\$ 7.25	**
PLUMBER/PIPEFITTER.....	\$ 7.25	**
Power equipment operators:		
Backhoe.....	\$ 7.25	**
-Bulldozers.....	\$ 7.25	**
Graders.....	\$ 7.25	**
Tractors (small).....	\$ 7.25	**
Trenching machine.....	\$ 7.25	**
ROOFER.....	\$ 7.25	**
Sheet metal worker.....	\$ 7.25	**
TILE SETTER.....	\$ 7.25	**
TRUCK DRIVER.....	\$ 7.25	**

WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

** Workers in this classification may be entitled to a higher minimum wage under Executive Order 14026 (\$17.75) or 13658 (\$13.30). Please see the Note at the top of the wage determination for more information. Please also note that the minimum wage requirements of Executive Order 14026 are not currently being enforced as to any contract or subcontract to which the states of Texas, Louisiana, or Mississippi, including their agencies, are a party.

Note: Executive Order (EO) 13706, Establishing Paid Sick Leave

for Federal Contractors applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at <https://www.dol.gov/agencies/whd/government-contracts>.

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (iii)).

The body of each wage determination lists the classifications and wage rates that have been found to be prevailing for the type(s) of construction and geographic area covered by the wage determination. The classifications are listed in alphabetical order under rate identifiers indicating whether the particular rate is a union rate (current union negotiated rate), a survey rate, a weighted union average rate, a state adopted rate, or a supplemental classification rate.

Union Rate Identifiers

A four-letter identifier beginning with characters other than "SU", "UAVG", "SA", or "SC" denotes that a union rate was prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2024. PLUM is an identifier of the union whose collectively bargained rate prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. The date, 07/01/2024 in the example, is the effective date of the most current negotiated rate.

Union prevailing wage rates are updated to reflect all changes over time that are reported to WHD in the rates in the collective bargaining agreement (CBA) governing the classification.

Union Average Rate Identifiers

The UAVG identifier indicates that no single rate prevailed for those classifications, but that 100% of the data reported for the classifications reflected union rates. EXAMPLE: UAVG-OH-0010 01/01/2024. UAVG indicates that the rate is a weighted union average rate. OH indicates the State of Ohio. The next number, 0010 in the example, is an internal number used in producing the wage determination. The date, 01/01/2024 in the example, indicates the date the wage determination was

updated to reflect the most current union average rate.

A UAVG rate will be updated once a year, usually in January, to reflect a weighted average of the current rates in the collective bargaining agreements on which the rate is based.

Survey Rate Identifiers

The ""SU"" identifier indicates that either a single non-union rate prevailed (as defined in 29 CFR 1.2) for this classification in the survey or that the rate was derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As a weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SUFL2022-007 6/27/2024. SU indicates the rate is a single non-union prevailing rate or a weighted average of survey data for that classification. FL indicates the State of Florida. 2022 is the year of the survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. The date, 6/27/2024 in the example, indicates the survey completion date for the classifications and rates under that identifier.

?SU? wage rates typically remain in effect until a new survey is conducted. However, the Wage and Hour Division (WHD) has the discretion to update such rates under 29 CFR 1.6(c)(1).

State Adopted Rate Identifiers

The ""SA"" identifier indicates that the classifications and prevailing wage rates set by a state (or local) government were adopted under 29 C.F.R 1.3(g)-(h). Example: SAME2023-007 01/03/2024. SA reflects that the rates are state adopted. ME refers to the State of Maine. 2023 is the year during which the state completed the survey on which the listed classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. The date, 01/03/2024 in the example, reflects the date on which the classifications and rates under the ?SA? identifier took effect under state law in the state from which the rates were adopted.

----- WAGE DETERMINATION APPEALS PROCESS

1) Has there been an initial decision in the matter? This can be:

- a) a survey underlying a wage determination
- b) an existing published wage determination
- c) an initial WHD letter setting forth a position on a wage determination matter
- d) an initial conformance (additional classification and rate) determination

On survey related matters, initial contact, including requests for summaries of surveys, should be directed to the WHD Branch of Wage Surveys. Requests can be submitted via email to davisbaconinfo@dol.gov or by mail to:

Branch of Wage Surveys
Wage and Hour Division
U.S. Department of Labor

200 Constitution Avenue, N.W.
Washington, DC 20210

Regarding any other wage determination matter such as conformance decisions, requests for initial decisions should be directed to the WHD Branch of Construction Wage Determinations. Requests can be submitted via email to BCWD-Office@dol.gov or by mail to:

Branch of Construction Wage Determinations
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

2) If an initial decision has been issued, then any interested party (those affected by the action) that disagrees with the decision can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Requests for review and reconsideration can be submitted via email to dba.reconsideration@dol.gov or by mail to:

Wage and Hour Administrator
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210.

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END OF GENERAL DECISION"