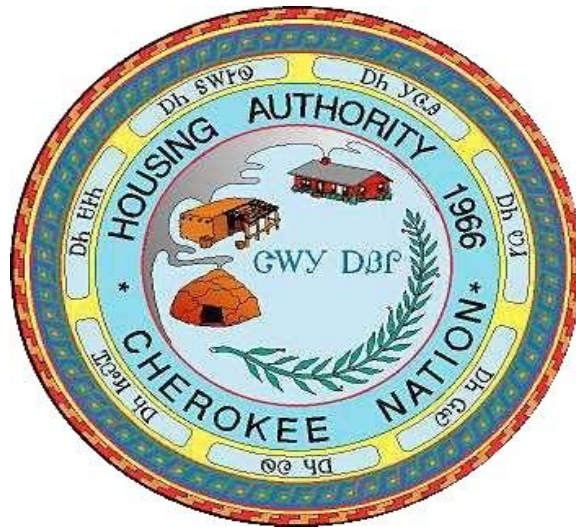


REQUESTS FOR BIDS

Concrete Above Ground Storm Shelters

Solicitation: #2027-001-001



Bids Due: October 23rd, 2026 @ 5PM

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 qualified Storm Shelter Installers for the purchase, delivery, leveling, and installing of Above Ground Concrete FEMA Rated Storm Shelters throughout the 14 County Cherokee Nation Reservation. Bids must meet or exceed the attached specs. The CONTRACTOR shall provide all labor, materials, administration, services, supplies, equipment and transportation. The CONTRACTOR shall complete the job within the allotted timeframe and for the agreed shelter amount.

To be considered a responsive/responsible bidder, the mandatory bid response sheet must be fully completed. Bidders must also include their specifications with their bid along with all warranty information.

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: Interested professionals may submit bids by mail to the HACN Procurement Office, P.O. Box 1007, Tahlequah, OK 74464 (Attn: Baylee Woodward) clearly marked "Bids for Concrete Above Ground Storm Shelters". Bids may also be delivered via email to baylee.scott@hacn.org with the subject line titled "Bids for Concrete Above Ground Storm Shelters". **The deadline for submission is no later than 5:00 P.M. on October 23rd, 2026.**

Bid Acceptance: Bids will be accepted from Cherokee, Tribal, Indian and Non-Indian bidders. Tribal and Indian preference will be given ONLY to bidders who provide current certification from the Tribal Employment Rights Office (TERO) located at the Cherokee Nation of Oklahoma, P.O. Box 948, Tahlequah, Oklahoma, 74465, telephone number (918) 456-0671. Failure to submit the TERO certification with the bid, or within three (3) days of deadline may result in denial of Indian preference. 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. Housing Authority of the Cherokee Nation reserves the right to reject any and all bids. Housing Authority of the Cherokee Nation 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 Housing Authority of the Cherokee Nation 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 specified date and time; any bid received after stipulated date and time will be returned unopened. No bidder may withdraw their bid within 30 days after proposal due date.

Bidder can direct questions to Brandon Hamilton @ 539-635-0322.

Warranties/Workmanship:

The contractor/subcontractor shall warranty their 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) year warranty.

OBJECTIVE:

The Housing Authority of the Cherokee Nation of Oklahoma is accepting Bids from certified individuals and/or firms interested in installing storm shelters within the Cherokee Nation Reservation. The successful offerors(s) will be required to enter a contract with the Housing Authority to provide said services and begin within approximately 14 calendar days of contract signing. This will be for a one-year engagement with the option to renew annually for two additional years; the contract will not exceed three years total. The HACN may award contracts to more than one offeror.

General:

- HACN will be responsible for clearly marking where the shelter is to be safely located clear from all overhead limbs and overhead utility lines and note the direction in which the shelter door is to face.
- Contactor will only work Monday – Friday during Normal HACN Business Hours.
- Contractor will contact the assigned inspector before beginning any site work or installing a storm shelter
- Contractor will be responsible for level installation with proper drainage away from Installed Shelter.
- Contractor will be responsible for final grade and removal of any dirt and or rock should the site require prep work.
- Rock Clause will require prior approval from HACN and an approved change order before any cost is added to the cost of the shelter.
- Contactors must be willing to work with the assigned inspector in order to maintain a working relationship and avoid any issues or misunderstandings.
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SCOPE OF WORK:

Furnish and install a FEMA certified above ground concrete storm shelter, various sizes (5'x 7', 6' x 8') based on HACN Family Composition, rated for 250 MPH winds. Each Site will be required to have site prep that exceeds industry standards for a level site. Storm shelters will be handicap accessible and meet the criteria below:

Bidders will supply pictures of the Exterior and Interior of the unit the will be installing, as well as spec sheet of those units.

Insulated Concrete Forms (ICF) or pre-cast construction.

- I. Able to withstand 250mph winds and 115mph-debris impact.
- II. Meets FEMA shelter requirements at minimum (FEMA P361) and (FEMA 320)
- III. Complies with ICC 500 shelter code IV. Exterior doors must be FEMA engineered and certified.
- IV. Shelters shall include adequate ventilation to prevent condensation and mold occurrence.
- V. Shelters shall have Stone Aggregate 28-day Compressive Strength of a min of 5,000 Psi. ½ Steel Bar 12” on center all directions.
- VI. Foundation Uplift resistance provided by 6 30” ¾” Rod w/ 2-4” Helix Anchors – Model M122 or equivalent. Tiedown engineering w/ 7/16” Diameter Polylok Loop – 7600 Lbs. Capacity or greater.

Selected contractor will be responsible for all permitting and utility location services necessary for a successful project

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/responsible in accordance with the HACN Procurement Policy. (Multiple Bidders May Be Awarded)

Debarment, Suspension, Proposed Debarment, and Other Responsibility Matters:

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 Proposal, 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 antitrust 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 a governmental entity with, commission of any of the offenses enumerated in this provision. The responding party certifies they have not, within a three-year period preceding this Request for Proposal, 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 Housing Authority of the Cherokee Nation if, at any time prior to contract award, the person learns its certification was erroneous when submitted or has become erroneous because of changed circumstances.

General Information: Housing Authority of the Cherokee Nation reserves the right to waive any informality or to reject any and all bids. Award of purchase order will be to the lowest most

responsible/responsive bidder and will be subject to availability of funds. Indian preference will be given to Contractors certified as an Indian-Owned firm by the Cherokee Nation Tribal Employment Rights Office (T.E.R.O.). Proof of certification must accompany all bids. No bidder may withdraw their bid within thirty (30) days after bid opening date. A prospective supplier seeking to receive Indian Preference under this contract must be certified as an Indian-owned firm by the Cherokee Nation Tribal Employment Rights Office (TERO) and submit proof of that certification with their bid.

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 and should read as follows:**

**Housing Authority of the Cherokee Nation
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:**

**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 prior approval by the Contract Manager

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:

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 Specifications for:

Above Ground Concrete Storm Shelters

The Bidder agrees to provide all labor, materials, and delivery, for the installation of an Above Ground Concrete Storm Shelter for the sum of:

Photo of Storm Shelter to be Installed must be attached in order to be considered. _____(Initial)

Contractor Installed:

Above Ground Storm Shelter (5' x 7') \$ _____

Above Ground Storm Shelter (6' x 8') \$ _____

Above Ground Storm Shelter (7' x 9') \$ _____

Mandatory Bid Response Form must be fully completed before bid is considered.

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

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