2027-001-004

REQUEST FOR BID

Renovate Low Rent Apartments
Located throughout Ten of the Fourteen County Reservation

HOUSING AUTHORITY

OF THE CHEROKEE NATION

Keys to a brighter future.

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

RFB # 2027-001-004

Bids Due November 13, 2026, at 10:00AM

Request for Bid

The Housing Authority of the Cherokee Nation (HACN) is soliciting bids from qualified contractors to self-perform for the renovation of Low Rent apartments located within 10 counties of our 14-county Reservation of the Housing Authority of the Cherokee Nation. The contract shall be for a period not to exceed one (1) year. If it is determined to be in the best interest of HACN, this contract may be extended annually for two additional 1-year periods but will not exceed a period of three (3) year's total. Each extension must be in written form as a contract extension. HACN reserves the right to award multiple contractors at their discretion. Awards will be made per Area; you must submit a bid for each area interested in and your bid will include all projects within said area.

This Project will consist of the renovation of vacant Low Rent Apartment located at various apartment complexes within 10 of the 14-county reservation of the Housing Authority of the Cherokee Nation. Square footage for each unit varies but is approximately 600sq ft – 1200 sq ft. Renovations/Repairs will consist of painting (including trim), hanging doors (including hardware) along with minor sheetrock repair (including patching, hanging, and finishing). The Housing Authority will provide all paint, doors, hardware, and sheetrock for hanging and finishing. Typically, all apartments have ½" sheetrock for wall and 5/8" inch for ceilings, green rock in the same sizes in all wet areas. If a unit should differ from this, the contractor will be required to match in the existing in the units. Contractors should include in their price the cost of all cleaning supplies for post construction clean up, consumable supplies (example, tape, visqueen plastic, trash bags, paint brushes, paint pans, and rollers, screws and nails, dumpsters, etc..) and standard carpentry tools necessary to preform each task along with an estimated turn around for each size unit.

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. The successful bidder 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 due November 13, 2026, at 10:00 A.M. Bids may be e-mailed to bids@hacn.org or hand delivered to Baylee Woodward 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 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. 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 of½ 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 Unites 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 supervisors listed for the assigned areas as listed in the scope of work.**

For this project, *Wage Rate OK20260003, OK20260005, OKk20260009, 0K20260079* & *OK2060081* 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.

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(s) 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. The contract shall be for a period not to exceed one
(1) year. If it is determined to be in the best interest of the I-IACN, this contract may be extended annually for two additional 1-year periods but will not exceed a period of three (3) years' total. Each extension must be in written form as a contract extension.

Factors given consideration

1} **Ability to perform work/experience in related work-** 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 contract 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 each Area interested in. Must include cost for each bedroom size including travel in your total price.

3} **Completion date** - Contractor must provide an estimated amount of time needed to complete each individual unit.

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.

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.

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.

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:
There will be no subcontractors used for this project. General Contractor must self-preform the labor as required in the scope of work.

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 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.

Cherokee Nation Reservation (HACN Service Area) AREA 1

- Adair,
- Cherokee,
- Muskogee,
- Sequoyah,

The Bidder agrees to furnish all labor and materials for the sum of:
AREA 1:

1 Bedroom Apartment: $_____

2 Bedroom Apartment: $_____

3 Bedroom Apartment: $_____

4 Bedroom Apartment: $_____

Contractors must provide an estimated amount of time needed to complete each individual unit.

_____days Per Unit

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._____

MANDATORY BID RESPONSE FORM AREA 2

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

Cherokee Nation Reservation (HACN Service Area) AREA 2

- Mayes,
- Rogers,

The Bidder agrees to furnish all labor and materials for the sum of:
AREA2:

I Bedroom Apartment: $_____

2 Bedroom Apartment: $_____

3 Bedroom Apartment: $._____

4 Bedroom Apartment: $_____

Contractors must provide an estimated amount of time needed to complete each individual unit.
_____days Per Unit
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,_____

MANDATORY BID RESPONSE FORM AREA 3

The General Contractor, as Bidder, agrees to perform all work as described in the RFB, Scope of Work and Specifications.
Cherokee Nation Reservation (HACN Service Area) AREA 3

- Craig,
- Delaware,
- Nowata,
- Washington

1 Bedroom Apartment: $_____

2 Bedroom Apartment: $_____

3 Bedroom Apartment: $_____

4 Bedroom Apartment: $_____

Contractors must provide an estimated amount of time needed to complete each individual unit.
_____days Per Unit

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)

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 for the renovation of Low Rent apartments located within 10 counties of our 14-county Reservation of the Housing Authority of the Cherokee Nation. The contract shall be for a period not to exceed one (1) year. If it is determined to be in the best interest of HACN, this contract may be extended annually for two additional 1-year periods but will not exceed a period of three (3) year's total. Each extension must be in written form as a contract extension.
HACN reserves the right to award to multiple contractors at their discretion.

This project will consist of the renovation of vacant Low Rent Apartments located at various apartment complexes within 10 of our 14-county reservation of the Housing Authority of the Cherokee Nation. Square footage for each unit varies but is approximately 600 Sq ft to 1200 Sq. ft. Renovations/ Repairs will consist of painting (including trim), hanging doors (including hardware) along with minor sheetrock repair (including patching, hanging and finishing) The Housing Authority will provide all paint, doors, hardware and sheetrock for hanging and finishing. Typically, all apartments have 1/2 inch sheetrock for walls and 5/8 inch for ceilings, green rock in the same size(s) are required to be used in wet areas. If a unit should differ from this, the contractor will be required to match the existing in the unit. Contractors should include in their price the cost of all cleaning supplies for post construction, consumable supplies (example, tape, visqueen plastic, trash bags, paint brushes, paint pans and rollers, screws and nails, dumpsters, and standard carpentry tools necessary to perform each task along with an estimated turn around for each size unit.

- Cherokee Nation Reservation (HACN Service Area)
  - Adair,
  - Cherokee
  - Craig,
  - Delaware,
  - Mayes,
  - McIntosh,
  - Muskogee
  - Nowata
  - Ottawa,
  - Rogers,
  - Sequoyah,
  - Tulsa,
  - Wagoner, and
  - Washington

** Low Rent Projects are located in 10 of the 14 counties. Highlighted above
Awards will be made per Area; you must submit a bid for each area interested in and your bid will include all projects within said area.

1) **These unit(s) will be Un- unoccupied and cleaned out, as HACN Staff will prep walls and all applicable work areas so the contractor may begin masking, prepping for paint and any sheetrock related issues. Thes units are approximately 600 to 1200 Sq Ft. based on bedroom size.**

2) The contractor shall bid for work hours from 8 am to 5 pm, 5 days week, Monday-Friday, or Housing Authority of the Cherokee Nation work hours.

   a. Bidders can visit the job sites and acquaint themselves with eh exact nature of work to be performed. Contact the following Inspector Supervisors to schedule their respected areas.
   b. AREA 1- Paul Walker- 918-506-9072
   c. Adair,
   d. Cherokee
   e. Muskogee
   f. Sequoyah
   g. AREA 2 - Leonard Blossom- 918-720-3186
   h. Mayes
   i. Rogers
   j. AREA 3- Leonard Blossom- 918-720-3186
   k. Craig,
   l. Delaware
   m. Nowata
   n. Washington

3) The contractor shall bid to repair sheetrock and install it according to manufacturer's specs. Including Greeb rock in all wet areas(bathroom(s) behind the kitchen cabinet and laundry room. Contractors must include sheetrock metal comers on outside corners and windows.

4) The contractor shall bid to tape, bed and finish all sheetrock (3 coats) with a medium knockdown on ceilings and walls

5) The contractor shall bid to paint all ceilings and walls with 1 coat of primer paint and 2 coats of interior paint.

6) The contractor shall bid to install all interior wood door units; Doors shall be painted with (1) coat of primer paint and 2 coats of interior paint.

7) The contractor must at all times keep the work area clean, including storage areas, free from accumulation and waste of materials.

8) After completion and before final inspection, the contractor shall remove all tools and equipment that are not the property of the Housing Authority of the Cherokee nation.