RFB #A10-11-27-9790 #13167

REQUEST FOR BIDS

Concrete/ Foundation Repair

SOLICITATION #A10-11-27-9790
Sequoyah County

Bids Due: December 3, 2026 @ 5:00 P.M.

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

RFB #A10-11-27-9790 #13167

Housing Authority of the Cherokee Nation
BID REQUEST

The Housing Authority of the Cherokee Nation is seeking bids from certified Foundation Repair companies for the rehabilitation of one home located in **Sequoyah County**. Work will be completed according to the work write-up. **This job must be completed in 20 working days.** Work should begin within two weeks of notification or $100.00 will be charged for liquidated damages to the contractor for each working day of extension over the contract end date. To be considered a responsive/responsible bidder, the Mandatory Bid Response sheet and the Work Write Up 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 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 **December 3, 2026 at 5:00 P.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 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. No bidder may withdraw their bid within 30 days after the due date. HACN reserves the right to reject any and all bids.

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. This bid is subject to Section 7(b) of the Indian Self-Determination and Education Assistance Act, (25 U.S.C.405 e) 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. Cherokee Nation 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 (see Legislative Act 01-14). Please contact the TERO office at (918) 453-5334 with any questions.

The successful bidder must have all fees and paperwork submitted to TERO for a contract/P.O. to be considered fully executed.

Davis-Bacon Wage Rate **#OK20260079, Modification Number 1, Publication Date 5-18-26** 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.

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 ta 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 **Jarrod Proctor at (918) 883-5847.**

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. At the time of the opening of bids, each bidder will be presumed to have: Inspected the sites, familiarized themselves with any existing conditions and read and become thoroughly familiar to the scope of work and contract documents. (Including all addenda)

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.

THE FOLLOWING FACTORS WILL BE GIVEN CONSIDERATION:

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

Method of Payment: Payments will be made in 1 payment at 100% Statement of Completion and acceptance of work approved by the HACN Inspector and submission & acceptance of all required 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 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 state filed approved/authorization from the Workers Comp Administration. **

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. **Unless the successful bidder is Licensed in a Trade area (ROOFING, HVAC, PLUMBING, ELECTRICAL, PEST TREATMENT), a Subcontractor IS REQUIRED.** 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 Listing the General Contractor as the Certificate Holder

- Current General Liability
- Current Auto Insurance
- Current Workman's Compensation Insurance or Affidavit of Exempt Status filed with the State of Oklahoma **for everyone listed on the core crew list.**

Core Crew List

Special Trade Licenses (as applicable) for Subcontractor(s) (Ex: Roofing, HVAC, Plumbing, Electrical)

Request for Acceptance of Subcontractor(s)

Subcontractor Agreement(s)

CDIB/Tribal Membership Cards

RRP Lead Based Paint Certificate - Identify as needed per LBP test

RRP Renovation Firm Certificate – Identify as needed by year built

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**

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

The General Contractor, as Bidder, agrees to perform all work as described in the Work Write-Up and Specifications for:

Unit: **13167**

Year of construction: **1992- Contractor must be a certified foundation repair company.**

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

Labor	$_____
Materials	$_____
GRAND TOTAL OF BID	$_____

Anticipated Start Date: _____
I understand that this job must be completed within 20 working days once an NTP is issued. _____ (initials)

Mandatory Bid Response sheet and Bid break down sheet must be fully completed before bid will be 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

_____ _____
Email Address Phone Number