REQUEST FOR BIDS
RENOVATION

CHEROKEE COUNTY

Bids Due: March 30, 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 interested parties for the renovation of one home located in Cherokee County. Work will be completed according to the work write-up**. The entire project must be fully completed within 45 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. Bids may also be emailed to Baylee.Scott@hacn.org or hand delivered to 1200 West 4th Street Tahlequah, OK. It is the bidder's responsibility to ensure delivery of bids by March 30, 2026 @ 5 pm. 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 Brian Smith at 918-453-1612.

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 **#OK20260005 Modification #0 Publication Date 1-2-26** 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 at https://hud.gov/offices/cpo/forms.

Bidders can visit the job site and acquaint themselves with the exact nature of the work to be performed. To schedule a site visit contact **Brian Smith at 918-453-1612.**

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 in 2 payments. Once payment at a minimum 50% inspection report & the final payment at 100% statement of completion & acceptance of work approved by the HACN inspector withs submission & 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 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 compete 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.

<u>AWARDED CONTRACTOR MUST SUBMIT TO THE HOUSING AUTHORITY OF THE CHEROKEE NATION ALL REQUIRED DOCUMENTATION WITHIN THREE (3) DAYS OF NOTIFICATION OF AWARD:</u>

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:

Participant:

Unit #74302

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

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

TERO Certified Contractor: _____Yes _____No
(Proof of Certification front and back must accompany all bids)

SUBMITTED:

_____

Company Name Company Address & Phone Number

_____

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