

REQUEST FOR BID

**Lawn Care Services for Two Properties
Located in Hulbert, Oklahoma, Cherokee County**



Keys to a brighter future

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

RFB # 2026-001-028

Bids Due April 20, 2026, at 5:00 P.M.

Request for Bid

The Housing Authority of the Cherokee Nation (HACN) is soliciting bids from qualified Lawn Services Contractors to self-perform lawn care services for (2) TWO properties located in Hulbert, Oklahoma, Cherokee County. Both complexes are owned and operated by either the Cherokee Nation or the Housing Authority of the Cherokee Nation and are located within the city limits of the town of Hulbert.

This project will consist of Lawn care services including mowing, edging, blowing and trimmings of all turf areas.

The properties consist of 2 areas located within the City of Hulbert, Oklahoma.

Area 1 HACN Proctor Heights. Which consist of approximately 7.7 acres minus trees, structures and roads. The units are occupied. The awarded contractor will be required to submit a schedule so that the LR manager can give proper notice to the families within the complex to have their yard ready for mowing. The HACN has included an aerial view of the map with boundaries identified in **yellow**.

Area 2 CN. Which consist of 12.1 acres minus roads, trees and structures. The awarded contractor will be required to complete this project on the same day as Area 1. The HACN has included an aerial view of the map with boundaries identified in **orange**.

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 April 20, 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 and will be returned unopened.

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 HACN, including but not limited to the total cost and capability of the bidder. There will be no change order to prices based on mistaken measurements, dimensions. 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: (as applicable) 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, alteration, 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 Brandon Moore, at 918-606-3059. Inspector subject to change once contract is awarded.**

For this project, *Wage Rate OK20260005* 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, (Site 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.

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 lawn care services and contact information for verifying references.
Also, provide a profile list of all employees who will be engaged in work under the contracts.

Pricing – Contractor must include weekly pricing for completion of both projects. Contract shall run from May 1, 2026, through October 31, 2026. HACN reserves the right at their discretion to offer an extension for mowing season 2027 and 2028 based on existing price and performance. Extension (if elected) will not extend past 2 mowing seasons.

- 2) Completion date** – Contractor must complete both projects on the same day and set a weekly schedule for management to notify respected occupants. Job must begin within 3 days once issued the Notice to Proceed.
- 3) Method of Payment:** Contractor may invoice monthly for mowing services. Invoice must be received on or before the last day of the month. Invoice must be accompanied by the Davis Bacon payrolls. Invoice will be submitted for payment once verified and accepted by the assigned inspector with 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 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.

HACN recommends that **Contractor should also carry Tool and Equipment Insurance (Inland Marine) to cover repair or replacement cost for stolen or damaged mowers, trailers, and hand tools at job sites or in transit.

Any Permits, licenses and bonding as required by the City of Hulbert will be purchased by the awarded contractor and in place for the duration of the contract.

Warranties/Workmanship: The contractor shall warrant his work against negligence /workmanship for a period of 6 months and fully agree that misuse of equipment causing damage to the existing lawn will result in re-seeding areas affected. Including, reseeded areas that failed to grow/thrive, replacement of dead plants/shrubs or trees caused by misuse of equipment, and rectification of poor workmanship.

Contractor will do their due diligence to avoid any broken windows or damage to any vehicle etc. on the premises. Contractor will pick up any toys/yard ornaments, etc. left on the lawn prior to mowing and place on the sidewalk or porch of the nearest apartment/building. Contractor will do their due diligence to avoid any broken windows or damage to any vehicle etc. on the premises. Contractor will not blow any yard clippings/debris onto any building, vehicles or sidewalks. Contractor will park all vehicles, trailers etc. in a place not to impede traffic or residents assigned parking spaces.

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- LAWN CARE SERVICES- HULBERT

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

The Bidder agrees to self-perform lawn care services for (2) TWO properties located in Hulbert, Oklahoma, Cherokee County on a weekly basis from May 1, 2026, through October 31, 2026.

Weekly Cost for Lawn Care Services for both Properties:

\$ _____

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 _____

LANDSCAPE SCOPE OF WORK (Page 1 of 2)

Scope of Work

Generally, Contractor shall provide all labor, materials, equipment, tools and services required to provide full, professional lawn and landscaping maintenance and installation at Company's Property (the "Work"),

Specifically, the Work shall include the following:

1. Base Services. Contractor shall perform the following Work on the Property on a weekly basis at the minimum, and more frequently as required by weather and growing conditions:
 - A. Turf Maintenance:
 - Mowing, edging, blowing, and trimming of all turf areas.
 - Mowing height to be based on the season and what is horticulturally correct for the turf variety.
 - Mowing frequency shall be as required to maintain a lawn in the manner acceptable to Company's Representative or designee (max height of 3").
 - Never scalp the lawn or remove more than 1/3 of the existing top growth in one mowing; during excessive periods of growth or after extended periods of rainfall, the turf is to be lowered in the appropriate manner possibly requiring multiple cuts.
 - Any unsightly or visible clippings which remain on the turf are to be promptly removed.

Contractor should remove and haul away any limbs that have fallen onto the mowing area before mowing. Any toys or yard ornaments left on the lawn shall be picked up and placed on the sidewalk or porch of the nearest building.

** HACN may ask you for a nearby apt # if toys and yard ornaments are repeatedly left for you to pick up before mowing.

Contractor shall bid to perform lawn maintenance beginning May 1, 2026, through October 31, 2026. Any extension shall be in writing and at the discretion of the HACN.

Bidders may make a site visit before submitting their bid in order to be familiar with the jobsite and nature of work involved. To schedule a site visit please contact: **Brandon Moore – 918-606-3059. Inspector subject to change once a contract is awarded.**

- 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. Unless approved by HACN assigned inspector.

LANDSCAPE SCOPE OF WORK (Page 2 of 2)

- 2) Bidders should visit the job sites and acquaint themselves with the exact nature of work to be performed. There will be no change order to prices based on mistaken measurements, dimensions.
- 3) After completion and before final inspection, the contractor shall remove all tools and equipment that are not the property of HACN.
- 4) The contractor shall warrant his work against negligence /workmanship for a period of 6 months and fully agree that misuse of equipment causing damage to the existing lawn will result in re-seeding the areas affected. Including, reseeding of areas that failed to grow/thrive, replacement of dead plants/shrubs or trees caused by misuse of equipment, and rectification of poor workmanship.
- 5) Contractor will do their due diligence to avoid any broken windows or damage to any vehicle etc. on the premises.
- 6) Contractor will not blow any yard clippings/debris onto any building, vehicles or sidewalks.
- 7) Contractor will park all vehicles, trailers etc. in a place not to impede traffic or residents assigned parking spaces, for clear directive check with HACN assigned inspector.