

# REQUEST FOR RE-BID

**Remove/Install New Floor Tile and  
Remove/Install New Wood Floor Base on  
Vacant Apartments (scattered job sites)**



*Keys to a brighter future*

**Bids Due: November 4th, 2021 at 10:00 A.M.**

**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 **“Remove/Install New Floor Tile and Remove/Install New Wood Floor Base” in approximately (60) vacant (1br-4br) apartments, work will be performed as the apartments become vacant. These vacant apartments could be located in fifteen different locations. (Bartlesville, Jay, Stilwell, Catoosa, Locust Grove, Tahlequah, Claremore, Nowata, Vinita, Grove, Porum, Warner, Hulbert, Pryor, Westville)** Estimated time of completion is **3 working days** per apartment. To be considered a responsive/responsible bidder, the mandatory bid response sheet must be fully completed. **Bids are due no later than November 4<sup>th</sup>, 2021 @ 10:00 a.m**  
**The scope of work is included.**

**Bids are due no later than November 4th, 2021 at 10:00 A.M.**

A purchase order will be issued to the responsible Contractor who provides the lowest, most responsive bid in accordance with the HACN Procurement Policy. If awarded Contractor cannot meet the number of apartments needing floor tile, the Housing Authority reserves the right to award multiple purchase orders.

**MANDATORY SUBMITTAL INFORMATION:** Bids may be mailed to the Housing Authority of the Cherokee Nation, Attn: Duane White, P.O. Box 1007, Tahlequah, OK 74465. Bids may also be faxed to the attention of Duane White at 918-458-5637 or e-mailed to [duane.white@hacn.org](mailto:duane.white@hacn.org). It is the bidder’s responsibility to ensure delivery of bids by October 28th, 2021 at 10:00 A.M. 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 **Virgil Johnston at 918-720-3174.**

**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 **#OK20210005**, **#OK20210009** and **#OK20210081** 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 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 work to be performed. To schedule a site visit contact Virgil Johnston at 918-720-3174.

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:** One payment will be made on each apartment at 100% completion with inspection and approval by HACN Inspector.

**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 complete 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.

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 the HACN's Drug/Tobacco Free Policy/Statement: \_\_\_\_\_

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**Signature**

**Date**

## MANDATORY BID RESPONSE FORM

**BASE BID:**

**PROJECT:** "Remove/Install New Floor Tile and Remove/Install New Wood Floor Base" in approximately (60) vacant (1br-4br) apartments, work will be performed as the apartment become vacant. These vacant apartments could be located in fifteen different locations. (Bartlesville, Jay, Stilwell, Catoosa, Locust Grove, Tahlequah, Claremore, Nowata, Vinita, Grove, Porum, Warner, Hulbert, Pryor, Westville) .

The General Contractor, as Bidder, agrees to perform all work as shown and called for in the Scope of work. The Work will be completed within **3 working days per apartment.**

Remove/Install new floor tile bid price \$ \_\_\_\_\_ per carton (bid price per ct. x 14 ct. x 60 = \$ \_\_\_\_\_)  
**(Estimated 14 Cartons per Unit) (45-pcs per Carton)**

Remove/Install new wood base bid price \$ \_\_\_\_\_ per foot (bid price per ft. x 220 ft. x 60 = \$ \_\_\_\_\_)  
**(Estimated 220 ft. per Unit) (5-1/4" Wood base 3/4" Cove Top)**

**Total \$ \_\_\_\_\_**

(CHEROKEE) TRIBAL OR INDIAN PREFERENCE: (Check One)

TERO Certified Contractor: \_\_\_\_\_ Yes \_\_\_\_\_ No  
(Proof of Certification must accompany all bids)

SUBMITTED:

\_\_\_\_\_  
Company Name

\_\_\_\_\_  
Company Address

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
Phone Number

## **SCOPE OF WORK**

- 1) This project consists of the ***“Remove/Install New Floor Tile and Remove/Install New Wood Floor Base”*** in approximately ***(60) vacant (1br-4br) apartments, work will be performed as the apartment becomes vacant. These vacant apartments could be located in fifteen different locations. (Bartlesville, Jay, Stilwell, Catoosa, Locust Grove, Tahlequah, Claremore, Nowata, Vinita, Grove, Porum, Warner, Hulbert, Pryor, Westville).***
- 2) The contractor shall bid to furnish the following labor, licenses, material, equipment, tools, permits and insurance necessary to complete this project. ***(Contractor is responsible for his own measurements)***
- 3) The contractor shall bid to remove (1-2) layers of floor tile or glued carpet/(1-2) layers of floor tile, to be disposed of at an approved dump site.
- 4) The contractor shall bid to fill all cracks and uneven surfaces with an approved latex underlayment compound, (Para bond Micro Finish, or PP-Plus, Para bond M-600).
- 5) The contractor shall bid to clean and dry floor, free from paint, dust or concrete curing compounds etc.
- 6) The contractor shall bid to install floor adhesive “Para bond Fusion Series Premium Clear Thin Spread #4269” (or equal to). Install to manufacturer’s recommendation.
- 7) The contractor shall bid to use a 1/16”X1/16”X1/16” ***U*** notch trowel to spread the floor adhesive.
- 8) The contractor shall bid 1/8”X12”X12” floor tile ***(Azrock V-205 #1)*** (or equal to) 45pcs. per carton.
- 9) The contractor shall bid to remove floor base and install new wood (pine) floor base 1/2”X5-1/4” with cove at top. ***(With nails, staples are not allowed)***
- 10) The contractor shall bid to paint (1) coat of primer paint and (2) coats paint, on all floor base and shoes. (Contractor shall match H.A wall paint to paint base, and shoe)
- 11) The contractor shall bid to caulk (35yr white latex) around the edge of the new floor tile, door jambs and floor base.
- 12) The contractor shall bid to clean finished floor, ready for wax.



- 13) The contractor shall bid to furnish all necessary labor, material, equipment, tools, permits and insurance necessary for the project work.
- 14) The submission of a bid shall indicate the bidder thoroughly understands the specifications, conditions and scope of work.
- 15) Bidder shall be responsible for ***determining the amount of labor and materials needed to complete the project being bid.***
- 16) All equipment, material and articles furnished under this contract shall be new and of the most suitable grade for the purpose intended, unless otherwise specifically provided in this contract.
- 17) All work must be performed in a workmanlike manner.
- 18) Contractor shall at all times keep the work area clean, including storage areas, free from accumulations of waste materials. Also contractor shall post all proper documents for this project. After completing the work and before final inspection, the Contractor shall (1) remove from the premises all scaffolding, equipment, tools and materials (including rejected materials) that are not the property of the IHA and all rubbish caused by its work; (2) leave the work area in a clean, neat and orderly condition satisfactory to the Contracting Inspector; (3) perform all specified tests.
- 19) Bidder can visit the job site and acquaint them with the exact nature of work to be performed. Contact **Virgil Johnston @ 918-720-3174** to schedule a site visit.
- 20) One payment will be made on each apartment with the approval and inspection done by the Low Rent Housing Authority Inspector. Estimated time of completion is ***3 working days*** per apartment.