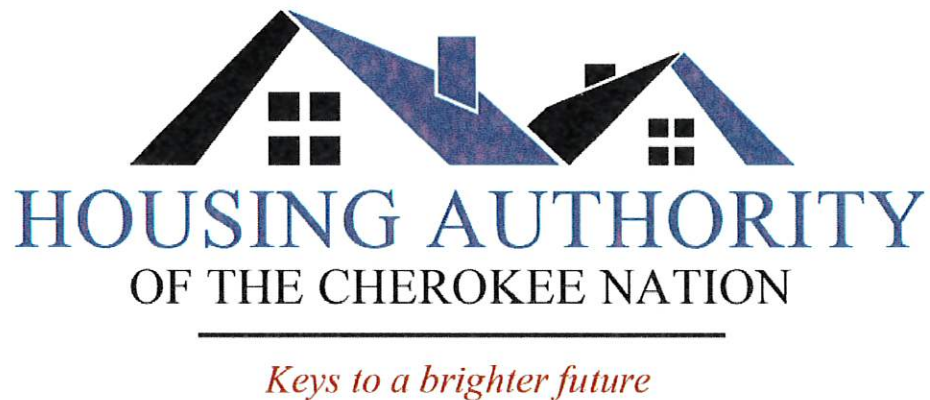


# REQUEST FOR QUALIFICATIONS

Cherry Tree GROW Project



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

**RFQ # 2025-001-037**

**Due: Tuesday, June 2, 2025, by 5:00 PM**

## **Request for Qualifications**

The Housing Authority of the Cherokee Nation (HACN) is seeking a Request for Qualifications (RFQ) for multiple Contractors to provide individual home inspections/repairs in the Cherry Tree Community south of Stilwell, Adair County. The Cherry Tree GROW project seeks to address several housing, wellness and community needs using community-based project management. This project is funded primarily, but not exclusively, by the Cherokee Nation's Public Health and Wellness funding.

Cherry Tree is a historic Cherokee community founded prior to Oklahoma statehood and contains approximately 130 households. Many of the original housing developments were constructed using a Mutual Help model that is synonymous with GADUGI (working together). Using Mutual Help potential homeowners would provide "sweat equity" toward the construction of the home for themselves and others in the community. The housing projects were constructed in the late 1960s through the 1980s. Additionally, several homes in the community were added in later years through private financing. Unfortunately, many homes in the community need repairs to address a variety of structural and aesthetic challenges.

HACN seeks responses from qualified General Contractors to provide home assessments and rehabilitations in coordination with identified individual homeowners. The General Contractor shall document the needs with photos, videos, sketches and other materials to delineate the needs in each house. Additionally, the General Contractor shall supply a scope of work write-up containing costs and timelines for each line of work. If the work is approved, the Housing Authority will supply an individual purchase order for each approved project along with a notice to proceed. All work shall be inspected and approved, and payment applications shall include approved inspection reports.

The Cherry Tree GROW project seeks to complete these projects congruently within a limited geographic area. Many of the house plans are similar with like materials, dimensions and layout. The majority of the homes are single-story 3-bedroom or 4-bedroom with 1-bathroom and include slab construction.

HACN reserves the right to engage multiple contractors to complete the work according to established specifications and standards. Each selected contractor shall participate and coordinate work with other contractors and HACN staff during weekly status meetings. Contractors shall work as part of the community, supporting one another.

HACN reserves the right to directly purchase and furnish standardized materials used in the renovations.

HACN may also directly contract with licensed trades for the performance of HVAC replacements or repairs to standardize materials.

This project will include the following considerations:

- TERO Certified Contractor Preference
- Prior work history
- Identification and qualifications of direct staff members (Core Crew)
- Subcontractors, if any, including TERO certification and work history
- Payment and Performance bonds ( Provide documentation of capability, if needed)

This project will exclude the following considerations:

- Davis Bacon Wages and associate payroll reporting

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 proposal.

**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>

HACN reserves the right to accept or reject any or all RFQ's received in response to this request, to negotiate with all qualified sources providing proposals in the competitive range, or to cancel in part or in its entirety this Request for Qualifications (RFQ) if, for

any reason, it is in the best interest of HACN to do so. HACN may also award multiple contractors at their discretion.

#### **Qualifications**

The HACN may make such investigations as deemed necessary to determine the ability of the contractor to perform the work, and the contractor 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.

#### **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.

### **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.

Any questions pertaining to this RFQ should be sent in email at [baylee.scott@hacn.org](mailto:baylee.scott@hacn.org). She will provide clarifications.

### **Section 2: Proposal Details**

- 1) All offerors must address each of the evaluation factors, in the order listed, in Section 4 of this document.
- 2) This proposal is subject to federal, state, and tribal laws where applicable.
- 3) All costs associated with the preparation and submission of a proposal shall be paid by the offeror.
- 4) It is the intention of HACN to make this RFQ, the successful offeror's proposal, and any written correspondence or negotiations a part of the contract.
- 5) The offeror understands that there is not a minimum unit quantity indicated in this document and are subject to increase or decrease, and agrees that all quantities of units, whether increased or decreased, are accepted.
- 6) The Housing Authority of the Cherokee Nation reserves the right to determine RFQ in terms of meeting RFQ requirements. The Housing Authority reserves the right to accept or reject all RFQ's received and may negotiate with offerors regarding the terms of their proposals, final contract, or parts thereof. The Housing Authority of the Cherokee Nation reserves the right to award a contract for proposals that are in the best interest of the Housing Authority of the Cherokee Nation.
- 7) The RFQ shall contain all required attachments, forms and documentation as outlined in the solicitation documents.
- 8) HACN may make multiple awards



### **Section 3: Receipt and Opening of Requests for Qualifications**

- 1) Interested contractors may submit four (4) complete RFQ's (One Original and 3 copies) to the Housing Authority of the Cherokee Nation, PO Box 1007, Tahlequah, OK 74465 (Attn: Baylee Scott). RFQ's may also be delivered in person at the Contracts Office located at 1200 W. 4<sup>th</sup> Street Suite D, Tahlequah, OK. Proposals must be in a sealed envelope that is clearly marked "Request for Qualifications – Cherry Tree GROW Project". The deadline for submission is no later than **5:00 p.m. on Tuesday, June 2, 2025**. It is the interested party's responsibility to ensure delivery.
- 2) At the time of the opening of qualifications, each offeror will be presumed to be thoroughly familiar with the scope of the project. Failure to do so will not relieve the offeror of their obligation to carry out the provisions of the contract at the accepted RFQ and other listed factors.

### **Section 4: Evaluation Factors**

All qualifications will be evaluated individually on their administrative technical merits. Offeror must provide a general summary of the items asked for and the names and contact information of 3 references that may be contacted for references.

1. **Tero Certified Contractor/Indian preference** – Include TERO certification and 1) proof of Cherokee Tribal Membership, or 2) proof of membership with another tribe.
2. **Prior Work History- Ability to perform work/experience in related work-**  
Provide information on similar types of renovations and all experience construction/renovations/repairs.
3. **Identification and qualifications of Direct Staff Members (Core Crew)**  
Provide a profile list of all employees and their qualifications who will be engaged in work under the contracts.  
Provide a profile of all sub-contractors, (IF any) that you intend to hire if chosen.  
Include TERO certification and work history along with their qualifications.
4. **Payment and Performance Bonds** – Provide documentation that you have the capability to provide Payment and Performance Bonds for this project. **(As outlined in this notice, if applicable)**
5. **References** – Include references from at least three (3) previous companies that included similar renovation/repair or construction along with their contact information.

### **Section 5: Award**

Based upon the ranking criteria and final negotiation (if any), the HACN will select the contractor or contractors whose RFQ 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 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.

### **Section 6: 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, 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: \$500,000 each accident

Bodily Injury by Disease: \$500,000 policy limit

Bodily Injury by Disease: \$500,000 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: \$1,000,000  
(Each Occurrence)

c. Automobile Coverage:

Vehicles Covered:

All Autos

Bodily Injury and Property Damage Combined: \$300,000

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) ensure the activities of the subcontractors in his own policy.



## **Section 7: Bonding Requirements, If applicable**

Minimum requirement for bonding shall be as follows:

A bid bond equal to one percent (1%) of grand total bid amount. A "bid bond" is one executed in connection with a bid offer to guarantee the contractor will enter into a contract if given the award. The only documents accepted will be an actual bid bond or cashier's check.

Acceptable methods to provide performance and payment and assurance may include:

A. Deposit with the recipient a cash escrow (Retainage) of not less than 20 percent of the total contract price, subject to reduction during the warranty period, commensurate with potential risk;

B. Letter of credit for 25 percent of the total contract price, unconditionally payable upon demand of the recipient, subject to reduction during any warranty period commensurate with potential risk: or

C. Letter of credit for 10 percent of the total contract price unconditionally payable upon demand of the recipient, subject to reduction during any warranty period commensurate with potential risk, and compliance with the procedures for monitoring of disbursements by the contractor.

D. A maintenance bond for a one (1) year time period from the completion date of the project. A maintenance bond is one executed to protect the owner of a completed construction project for a specified time period against defects and faults in materials, workmanship and design that could arise later if the project was done incorrectly. Or a Retainage:

NOTE: The payment and performance and maintenance bonds will only be required of the successful Contractor but must be in full effect before any work is done. The date of the bonds must not be prior to the date of the Contract. If the Contractor is a partnership, all partners must execute the bonds, or if agreed by the HACN and Contractor, the 1% retainage can be held in lieu of the Maintenance Bond.

Corporate sureties offered for bonds furnished with contracts performed for the HACN must appear on the list contained in the Department of the Treasury Circular 570, "Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and Acceptable Reinsuring Companies."

## PREPARATION OUTLINE

- I. Attachments *(these must be submitted with proposals to be considered responsive) all other documents required for the purpose of obtaining points during the evaluation process is the responsibility of the offeror.*
  - a. Preparation Outline (This form)
  - b. Offeror's Request for Qualifications (Original and 3 copies)
  - c. Contractors Drug Free Workplace Statement or Agreement to follow  
HACN Drug Free Workplace statement
  - d. Non-Collusive Affidavit
  - e. Instructions to Bidders for Contracts (HUD-5369)
  - f. Representations, Certifications, and Other Statements of Bidders (HUD-5369-A)
  - g. General Contract Conditions for Small Construction/Development  
Contracts (HUD-5370-EZ).
- II. Documents the successful offeror will be required to complete and submit.
  - a. W-9 form (provided by HACN)
  - b. New Contractors must complete a Vendor Registration form (provided by HACN)

## SPECIAL INSTRUCTIONS

**\*\*Be advised that all responsive proposals will be evaluated as outlined in this solicitation packet.**

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Authorized Signature/Title

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Company Name

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Contact Phone Number(s)

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Date

### Section 5: Evaluation Factors

<b>1) Tero Certified Contractor/ Indian preference</b>	Include TERO certification and 1) proof of Cherokee Tribal Membership, or 2) proof of membership with another tribe. (15 points Cherokee, 10 points another tribe)	(maximum 25 points)
<b>2) Prior Work History- Ability to perform work/experience in related work-</b>	Provide information on similar types of renovations and all experience construction/renovations/repairs.	(maximum 25 points)
<b>3) Identification and qualifications of Direct Staff Members (Core Crew)</b>	Provide a profile list of all employees and their qualifications who will be engaged in work under the contracts. Provide a profile of all sub-contractors, (IF any) that you intend to hire if chosen. Include TERO certification and work history along with their qualifications.	(maximum 25 points)
<b>4) Payment and Performance Bonds</b>	Provide documentation that you have the capability to provide Payment and Performance Bonds for this project. <b>As outlined in this Notice (if applicable)</b>	(maximum 15 points)
<b>5) References</b>	Include references from at least three (3) previous companies that included similar renovation/repair or construction along with their contact information.	(maximum 10 points)

**Drug Free and Tobacco Free Workplace:**

- a) Any Contractor performing work for the Housing Authority of the Cherokee Nation 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 Housing Authority of the Cherokee Nation 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 Nation.
- e) The Contractor understands and recognizes that all Housing Authority of the Cherokee Nation buildings, whether leased or owned, and the grounds surrounding those facilities are considered by the Nation to be a tobacco free workplace. The Contractor will ensure all employees, subcontractors, and other workers will 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 with the HACN's Drug/Tobacco Free Policy/Statement:

\_\_\_\_\_

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