

Cherokee Nation

www.cherokee.org

REQUEST FOR PROPOSAL (RFP)

E-RATE PROGRAM SERVICES



**Acquisition Management
On Behalf Of
Education Services**

**CHEROKEE NATION
P.O. Box 948
Tahlequah, OK 74465
(918) 453-5000**

REQUEST FOR PROPOSALS (RFP) E-RATE SERVICES

Introduction and Background:

The Cherokee Nation is the federally recognized government of the Cherokee people and thereby has sovereign status granted by treaty and law. Tribal sovereignty is the right to self-governance. The seat of tribal government is the W.W. Keeler Complex near Tahlequah, Oklahoma, capital of the Cherokee Nation. The jurisdictional area of the Cherokee Nation (hereinafter referred to as Nation) covers 14 counties in Northeastern Oklahoma.

An integral part of Cherokee Nation is the Education Services Department. The Sequoyah School program is a part of this department. The Sequoyah school program located in Tahlequah, Oklahoma, offers middle and high school education for Native American students in grades 7-12.

The Schools and Libraries program, also known as the E-rate program, assists in making telecommunications and information services affordable for schools and libraries. Mandated by Congress in 1996 and implemented in 1997 by the FCC, the E-rate program started to provide discounted telecommunications, internet access, and internal connections to eligible schools and libraries. The program is funded through the Universal Service Fund.

There is an increasing demand for bandwidth in schools and libraries due to the growing importance of the internet to support digital learning technologies to connect students and teachers to life-long learning and information. The Cherokee Nation is seeking E-rate Program Services for the Sequoyah School Program to support this need.

At this time the Nation is seeking proposals from interested parties with qualifications, credentials, and previous experience providing E-rate Program Services for organizations similar in size and scope.

The Nation will be accepting proposals from Indian and Non-Indian parties. Indian preference will be given only to responding parties who provide proof of current certification from the Cherokee Nation Tribal Employments Office (TERO) located in Tahlequah, Oklahoma, telephone number (918) 453-5000. Indian preference will be applied in accordance with Cherokee Nation Acquisition Management Policy and Procedures. Proof of TERO certification must accompany and be included in proposal submittal.

GENERAL CONDITIONS: The Nation is seeking proposals from qualified parties to provide category 1 broadband internet services through the Universal Services Administrative Company (USAC) E-rate program. Proposals will be accepted from Indian and non-Indian companies. The RFP and any issued addendum(s) will be posted for vendor access on the Nation's bid website www.cherokeebids.org. The RFP will also be posted in the USAC's E-Rate application portal, EPC. It is the responsibility of interested parties to access the website for addendum information and to follow all instructions outlined in the RFP for proposal submittal.

There shall be one contract awarded for the project based on the evaluation criteria set forth in this RFP. The successful vendor will be required to have insurance acceptable to the Nation as detailed in this RFP.

Responding parties are advised that any person, firm, or other party to whom it is proposed to award a subcontract or form a joint venture under this contract must be acceptable to the Nation. Any proposed subcontracts must be approved by the Nation and meet all requirements and qualifications as detailed in this RFP.

Award of contract will be subject to availability of funds. The Nation reserves the right to reject any and all proposals. The Nation reserves the right to determine if a proposal meets stated requirements, and to award a contract that is in the best interest of the Nation. Responding parties are responsible for any and all costs associated with the preparation and submission of proposals. No responding party may withdraw their proposal within 90 days after proposal due date.

TERO Certification & Information: Indian preference will be given only to responding parties who provide proof of current certification from the Cherokee Nation Tribal Employments Office (TERO) located in Tahlequah, Oklahoma, telephone number (918) 453-5000. Proof of TERO certification must accompany and be included in sealed proposal submittal.

TERO requirements apply to award of contract. Successful bidder must complete required TERO paperwork and pay all applicable fees in accordance with current TERO Legislation for this project.

Please direct any questions for Cherokee Nation Tribal Employment Rights Office (T.E.R.O.) in written format by deadline, **December 28, 2018 by 5:00 p.m.** to email shelly-mcclain@cherokee.org as specified in this RFP. These questions will be addressed by TERO and included in any addendum issued by **January 04, 2019 by 5:00 p.m.** on the website www.cherokeebids.org with the RFP announcement.

Conflict of Interest and Restrictions: If any contractor, contractor's employee, subcontractor, or any individual working on the proposed contract may have a possible conflict of interest that may affect the objectivity, analysis, and/or performance of the contract, it shall be declared in writing and submitted to Cherokee Nation Acquisition Management (Attn: Shelly McClain) no later than **December 28, 2018 by 5:00 p.m.** The NATION will determine in writing if the conflict is significant and material and if so, may eliminate the contractor from submitting a proposal.

Verbal Instructions: Interested parties shall not initiate or execute any negotiation, decision, or action arising from any verbal discussion with any Cherokee Nation employee. Only written communications from the designated Contact Person at Cherokee Nation may be considered a duly authorized expression on behalf of the NATION regarding this RFP. Additionally, only written communications from interested parties are recognized as duly authorized expressions on behalf

of the vendor. The same instructions shall apply to any subsequent award and agreement communications.

Contact Person: Any additional information required or questions regarding this RFP should be submitted, by specified deadline, in written format only to:

Cherokee Acquisition Management
Shelly McClain
E-mail: shelly-mcclain@cherokee.org

Contractor's Review and Questions: Contractor's should carefully review this RFP for errors, questionable or objectionable materials, and items requiring clarification. Contractor's shall put these comments and/or questions in writing and submit them to the Cherokee Nation Acquisition Management (Attn: Shelly McClain) no later than **December 28, 2018 by 5:00 p.m.** at email shelly-mcclain@cherokee.org.

Addendum to the RFP: The NATION reserves the right to issue written addendums to revise or clarify the RFP, respond to questions, and/or extend the due date of proposals. Any and all such interpretations and any supplemental instructions will be in the form of written addenda, and will be posted on the Nation's bid website www.cherokeebids.org with the RFP announcement no later than **January 04, 2019 by 5:00 p.m.** No interpretation of the proposal specifications will be made to any interest party orally. Failure to receive any issued addendum or interpretation shall not relieve responding party from any obligation contained in submitted proposal. All addenda so issued shall become part of the contract documents.

Proposal Deadline and Submission Information: Proposals must be received no later than **January 11, 2019 by 5:00 p.m.** The proposals must be emailed to shelly-mcclain@cherokee.org. The email with the proposal must contain in the subject line: 2019-007 Response to RFP – E-Rate Program Services. Any proposal received after the time and date will not be considered eligible for award. Cherokee Nation reserves the right to reject any and all proposals. Cherokee Nation reserves the right to determine if a proposal meets stated requirements. Award will be made subject to availability of funds. No offeror may withdraw their proposal within 90 days after proposal due date.

Qualifications of Responding Party:

- The Nation may make such investigations as deemed necessary to determine the ability of the responding party to perform the work. The responding party shall furnish to the Nation all such information and data for this purpose upon request. The Nation reserves the right to reject any proposal if the evidence submitted by, or investigation of, such responding party fails to satisfy the Nation such responding party is properly qualified to carry out the obligations of the contract and to complete the work contemplated therein. Conditional proposals will not be accepted.
- **Indian Preference/TERO Certification:** Indian Preference will be applied in the selection and award of this proposal in accordance with Cherokee Nation Policy. Indian Preference will be given to entities certified as an Indian-owned firm by the Tribal Employment Rights

Office (TERO) of the Cherokee Nation. Proof of TERO certification must accompany and be included in proposal submittal.

Proposal Evaluation Process: The proposal evaluation criteria is outlined in detail within Project Scope section of this RFP.

Proposal Scoring Methodology: The proposal evaluation criteria is outlined in detail within Project Scope section of this RFP.

Drug Free Workplace and Tobacco Free Workplace: Any Contractor performing work for 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. The NATION will consider lack of enforcement or lax enforcement of the statement by Contractor a default of the contract. The Contractor further agrees to provide all persons engaged in performance of the contract with a copy of the statement. A copy of bidder's Drug Free Workplace statement shall be included with the proposal or else the successful bidder will be deemed to accept and agree to use the statement provided by NATION. The Contractor understands and recognizes that all 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.

Proposal Acceptance: The Cherokee Nation reserves the right to determine a proposal acceptable in terms of meeting RFP requirements. The Cherokee Nation reserves the right to accept or reject any and all proposals received and to negotiate with offerors regarding the terms of their proposals or parts thereof. The Nation reserves the right to award a contract in the best interests of the Cherokee Nation. The Nation will not accept multiple proposals from the same offeror.

Conditions of Work: Each interested party must inform themselves fully of the scope of work of this Request for Proposal. Failure to do so will not relieve a successful offeror of his obligation to carry out the provisions of a contract resulting from this proposal. Insofar as possible, the offeror, in performing work under this contract, will employ such methods or means as will not cause any interruption of or interference with the work of the Cherokee Nation.

Debarment, Suspension, Proposed Debarment, and Other Responsibility Matters: 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 offeror will also certify they have not, within a three-year period preceding this Request for Proposal, 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 antitrust 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 a governmental entity with, commission of any of the offenses enumerated in this provision. The responding party certifies they have not, within a three-year period preceding this Request for Proposal, 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 Cherokee Nation 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.

This certification is a material representation of fact upon which reliance was placed when making award. If it is later determined the responding party knowingly rendered an erroneous certification, in addition to other remedies available to the Cherokee Nation; the Cherokee Nation may terminate the contract resulting from this Request for Proposal for default.

Confidentiality: It is understood any information submitted to the interested party by the Cherokee Nation in respect to this Request for Proposal embodies certain proprietary information and is loaned to the party on a confidential basis. Any information acquired at the Cherokee Nation or otherwise relating to processes belonging to the Cherokee Nation incorporated into this project shall be kept confidential. The party agrees not to use in any unauthorized manner or communicate to others any such confidential items without the prior written consent of the Cherokee Nation and will undertake such measures as are necessary to require its employees and all approved subcontractors to maintain complete confidentiality.

Indemnity and Insurance:

Following are the insurance requirements for this contract:

- General Liability, including premises/operations and products/completed operations
 - \$1,000,000 each occurrence/\$2,000,000 annual aggregate
 - Such policy will name Cherokee Nation as an additional insured and include a waiver of subrogation in favor of the Cherokee Nation.
- Professional Liability, covering professional services rendered under this contract.
 - \$2,000,000 each wrongful act/\$4,000,000 annual aggregate.
Professional Liability policies issued on a claims-made basis must include a three year extended reporting endorsement, in the event the coverage is cancelled or non-renewed by the contractor.
- Automobile Liability, including hired and non-owned auto
 - \$1,000,000 combined single limit
Such policy will name Cherokee Nation as an additional insured and include a waiver of subrogation in favor of the Cherokee Nation.
- Workers' Compensation – statutory to the State of jurisdiction

- Employers' Liability - \$500,000/\$500,000/\$500,00
 - Such policy will include a waiver of subrogation in favor of the Cherokee Nation

All coverage will be written with an AM Best "A X" rated carrier. Contractor will provide a certificate of insurance to the Cherokee Nation, evidencing coverage outlined above.

Term: The term of the Agreement shall be from date of fully executed agreement with services to start on July 01, 2019 through June 30, 2020 with an option to renew based on satisfactory performance, availability of funds, and mutual agreement of both parties for an additional three (3) one year terms.

Terms and Conditions:

Acceptance of Conditions Governing the Procurement: Vendors must indicate their acceptance of conditions governing this procurement in their cover letter.

Incurring Cost: Any costs incurred by the vendor in preparation, transmittal, or presentation of any proposal, or material submitted in response to this RFP shall be borne solely by the vendor. The vendor is responsible for all costs associated with travel for on-site demonstrations (if requested).

Amended Proposals: Any vendor may submit an amended proposal before the deadline for receipt of proposals. Such amended proposals must be complete replacements for a previously submitted proposal and must be clearly identified as such in the transmittal letter.

Vendor's Right to Withdraw Proposal: Vendors will be allowed to withdraw their proposals at any time prior to the deadline for receipt of proposals. The vendor must submit a written withdrawal request addressed to Shelly McClain, shelly-mcclain@cherokee.org.

Proposal Offer Firm: Responses to this RFP, including proposal prices, will be considered firm for 90 days after the date of receipt of the proposal.

Proprietary Information: Any restriction on any data included in any proposals must be clearly stated in the proposal itself. Each and every page of the proprietary material must be labeled or identified with the word "PROPRIETARY".

Disclosure of Proposal Contents: The proposal will be kept confidential until a contract is awarded. At that time, all proposals will be open to the public, except for the material that is proprietary or confidential.

No Obligation: This RFP in no way obligates the Nation to the eventual contracting for services offered until a valid written contract is approved and executed by the Principal Chief or his designee.

Termination: This RFP may be canceled at any time and any and all proposals may be rejected in whole or in part when Acquisition Management, in conjunction with the Evaluation Committee, determines that such action is in the best interest of the Nation.

Sufficient Appropriation: Any contract awarded as a result of this RFP is contingent on the appropriation of funds. A contract award may be terminated or reduced in scope if sufficient appropriations or authorizations do not exist. This vendor will be notified in writing of such terminations. The vendor will accept, as final, the Nation's decision as to whether sufficient appropriations and authorizations are available.

Legal Review: The Nation requires that all vendors agree to be bound by the general requirements contained in this RFP. Any vendor concerns must be properly brought to the attention of Shelly McClain, Cherokee Nation Purchasing Manager.

Governing Law: This RFP and subsequent agreements shall be governed by, construed, and enforced in accordance with the laws of the United States, and where applicable, the laws of the Cherokee Nation.

Contract Terms and Conditions: The contract between the Cherokee Nation and the vendor will follow the standard format of the Cherokee Nation.

Vendor's Terms and Conditions: Vendors must submit with the proposal a complete set of any additional terms and conditions that they expect to have included in a contract negotiated with the Cherokee Nation.

Right to Waive Minor Irregularities: The proposal evaluation committee reserves the right to waive minor irregularities. This right is at the sole discretion of the proposal evaluation committee.

The Nation reserves the right to determine a proposal acceptable in terms of meeting RFP requirements. The Nation reserves the right to accept or reject any and all proposals received and to negotiate with offerors regarding the terms of their proposals or parts thereof. The Cherokee Nation reserves the right to award a contract in the best interests of the Cherokee Nation.

Ownership of Proposals: All documents submitted in response to this RFP shall become the property of the Cherokee Nation and will not be returned to the vendors. Responses received will be retained by the Acquisition Management Department.

Prompt Payment: The successful firm agrees to pay all sums due to subcontractors, laborers and material suppliers within ten (10) days of receipt of payment by the Cherokee Nation.

Specifications/Requirements for E-Rate Services

The current internet system is used for students and faculty to access the internet for video conferences, online learning, research, cloud based services, and the majority of student curriculum. Sequoyah High School (SHS) (BEN 84954) is seeking to increase the current capacity from 100mbps to 1 gigabit/second to adequately meet the needs of users. Internet service is available in all 13 of the campus' buildings, and supports 750 – 1000 users. See map, Figure 1.

Specifications provided by Cherokee Nation Information Technology.

Requirements are as follows:

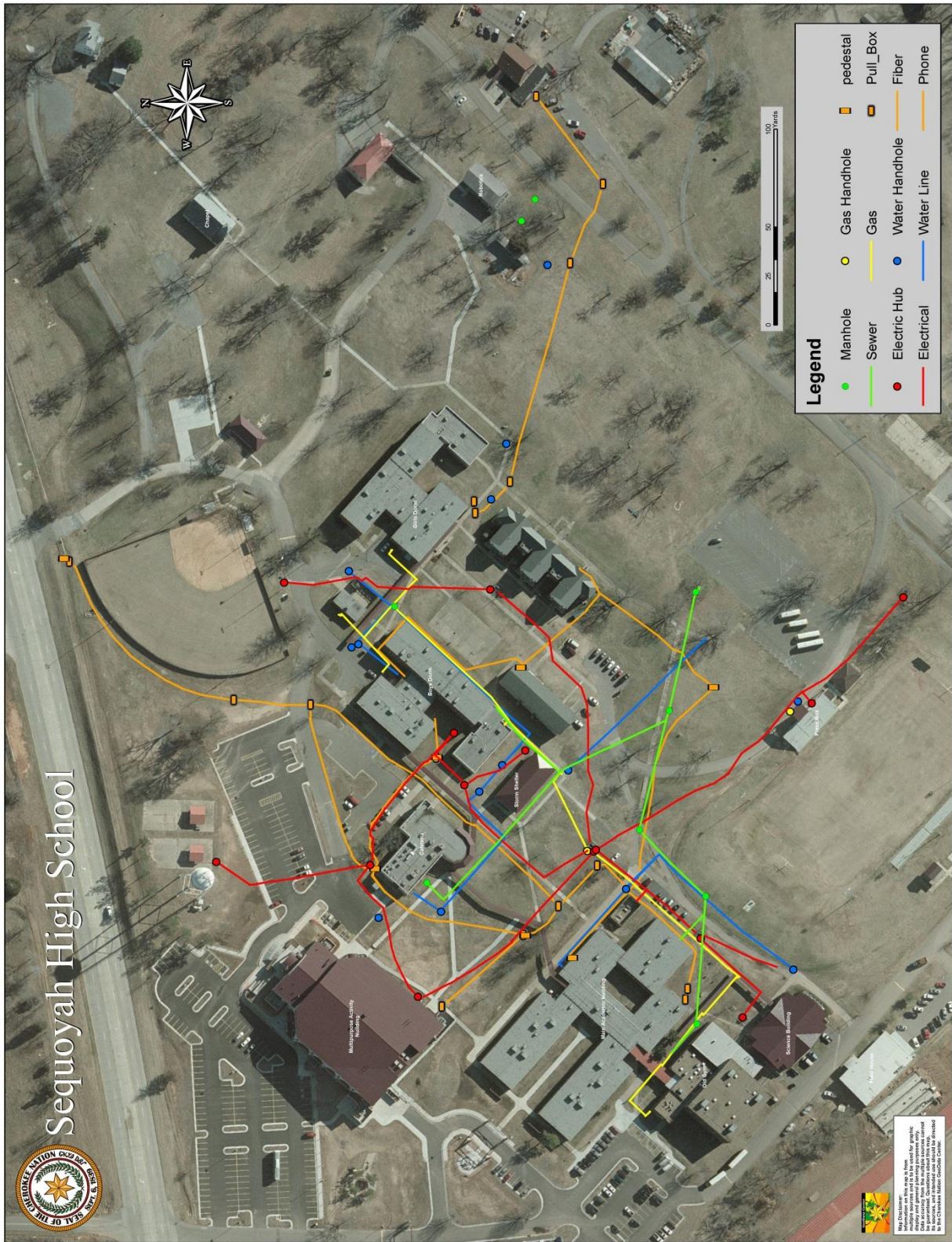
- Broadband internet with Ethernet handoff, to be provided over existing fiber infrastructure, which is leased from AT&T as the last-mile provider.
 - If additional fiber will need to be installed, please include a quote for the purchase and installation cost.
- Internet speed minimum of 1 gigabit/second.
- If provider will require a router to be on-site (i.e. services will not be cloud-based), provider must supply management services for the router.
 - If this will result in a service fee, include a quote for this service.
- It is required that offeror participate in discounted billing services, utilizing the Universal Service Administrative Company (USAC) Form 474 (SPI method). Bidders who will not participate in this service will not be considered eligible for consideration.

Proposals must be received in accordance with instructions within this RFP to be eligible for review.

Service must be equivalent to or exceed stated specifications.

Exact service to be provided must be stated in proposal response.

Figure 1: Sequoyah High School Campus Map



Proposal Evaluation

A proposal evaluation team will judge the proposals received in accordance with the scoring methodology described below. Vendors should be prepared to provide any additional information the evaluation team feels is necessary for the fair evaluation of proposals.

Failure of a vendor to provide any information requested in the RFP may result in disqualification of the proposal. All proposals must be endorsed with the signature of a responsible official having the authority to bind the vendor to the execution of a contract.

The sole objective of the evaluation team will be to select the vendor who best meets the needs of the Cherokee Nation in a cost effective and efficient manner. The specifications in this RFP represent the minimum performance necessary for a response.

PROPOSAL EVALUATION PROCESS

The following steps will be observed in the evaluation of vendor proposals:

1. The Nation will appoint a proposal evaluation committee;
2. Vendor proposals must meet all mandatory specifications or they will be disqualified;
3. The proposal evaluation committee will review all proposals received, determine if the mandatory specifications have been met, and, if so, score the proposals in accordance with the predefined scoring methodology;
4. Composite scores will be developed summarizing the individual scoring efforts of each proposal evaluation team member;
5. Vendors will be ranked by composite score;
6. The Nation reserves the right to seek oral presentations, if deemed necessary;
7. The preferred vendor will be selected.

PROPOSAL SCORING METHODOLOGY

The following is a summary of the proposal evaluation factors and the point value assigned to each. These factors will be used in the evaluation of the individual vendor proposals. Points will be awarded on the basis of the following factors:

Rating Criteria	Points
1. Price of the ELIGIBLE goods and services	31
2. Prior experience with vendor	21
3. Adherence to Standards	26
4. Certified and Qualified	16
5. Indian Preference - must be TERO certified and a copy of the certificate must be included with proposal	6
TOTAL	100

To be considered, responses must be received by the date and time specified: 5:00 pm on January 11, 2019.