

CHEROKEE NATION
REQUEST FOR PROPOSALS

Automated Teller Machines (ATMs)



Acquisition Management
On behalf of
Health Services

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

Table of Contents

- I. Introduction
- II. Summary
- III. Scope of Services
- IV. ATM Bidding Options
- V. Revenue Sharing Options
- VI. Contractor's Acknowledgements
- VII. Information for Contractors and General Conditions

Attachment A: Mandatory Proposal Response Form

INTRODUCTION

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. It is essentially the right to decide issues which affect the good of the population; to design and implement programs in response to specific needs of the population; and, to establish goals for the improvement of the organization's ability to achieve program objectives. The seat of tribal government is the W.W. Keeler Complex near Tahlequah, Oklahoma, capital of the Cherokee Nation.

SUMMARY

The Cherokee Nation is receiving proposals from qualified firms for the furnishing of the highest quality equipment, supplies, material and service in accordance with the terms and conditions of this Request for Proposal to install two ATM machines.

It is anticipated the Nation will require two ATM machines. One machine will be installed at the Cherokee Nation W.W. Hastings Indian Hospital, 100 S. Bliss Avenue, Tahlequah, Oklahoma, and one machine will be installed at the Cherokee Nation Outpatient Health Center, 19600 E Ross Tahlequah, Oklahoma. The Nation reserves the right to decrease or increase the number of machines at a later date based upon need.

SCOPE OF SERVICES PER HEALTH SERVICES

The successful Contractor(s) will:

- * Install an Automatic Teller Machine (ATM) in the two locations detailed above in specific location to be determined by the Nation;
- * Be responsible for all costs related to delivery, installation, operation, maintenance and repair and loss for any cause whatsoever;
- * Be responsible for all relationships with all customers using the ATM;
- * Pay for the entire installation cost of necessary electrical and telephone lines to supply power and to connect the ATM to the Contractor's base operation;
- * Pay the monthly charges for the telephone connection;
- * Submit ATM signage to the Nation for final approval;
- * Maintain the equipment in good working order with sufficient cash to complete transactions at all times;
- * Provide a free-standing ATM that will allow for access to common nationally accepted bankcard access systems as specified in this RFP. The ATM will provide such services as deposit and withdrawal of funds from checking and savings accounts, subject to availability; cash advances from MasterCard, Visa, American

Express and Discover; transfers between checking and savings accounts; account balance inquiry; and such other services mutually agreeable to the parties hereto. The ATM machine will contain a silent alarm system capable of alerting applicable law enforcement, a concealed surveillance camera and related equipment, and an automatic dialer to alert bank staff in case of malfunction;

- * Ensure the ATM machine is available with night and after-hours capability;
- * Pay for all royalties, license fees, patent or invention rights, or copyrights and defend all suits or claims for infringements of any patent or invention right or copyrights involved in the items furnished hereunder. The Contractor will defend, protect, and hold harmless the Nation, its officers, agents, servants and employees against all suits of law or in equity resulting from patent and or copyright infringement concerning the Contractor's performance or products produced under the terms of this contract. The Contractor will indemnify, defend and save harmless the Nation, their officers, agents and employees from and against all loss or expense from any cause of action arising from the Contractor's operations;
- * Observe all applicable federal, state, local and tribal laws;
- * Guarantee that each of its representatives who will be performing any type of maintenance or service on the Nation's property will obtain and wear at all times while on tribal property a Contractor provided ID identifying that representative as affiliated with the Contractor;
- * Furnish an ATM machine that meets the Americans with Disabilities (ADA) requirements at no charge to the Nation;
- * Provide a well publicized and expedient means for responding to complaints about machine operation, quality or performance. An information label shall be supplied and prominently affixed to each ATM by the Contractor publishing a number to call for complaints.
- * No fee for usage with a Rapid Pay card.

Contractors should see other sections of this RFP for additional requirements.

ATM BIDDING OPTIONS

In addition, each Contractor is asked to indicate their plans for compensating the Nation through revenue sharing of fee income associated with the use of the ATM.

REVENUE SHARING OPTIONS

Contractors must indicate their willingness to commit to revenue sharing in one of the following ways:

Revenue Sharing Option 1 – Transaction Based Pricing

The Contractor will share revenue with the Nation on the basis of transaction fees paid to the Nation, based on ATM usage volume. The proposed fee structure is:

- Set Transaction Fee: per set transaction fee to be paid to the Nation. If a transaction based revenue sharing approach is chosen, the Contractor will pay the Nation at the above referenced rate for each ATM provided.
- Monthly revenue will be calculated as:
 - Number of transactions per month @ amount offered by vendor per proposal = Nation's share of the revenue.

NOTE: Monthly reports must be provided to substantiate payments and be provided with payment to the Nation.

Revenue Sharing Option 2 – Fixed Monthly Payment Version

The Contractor will pay the Nation at a fixed monthly rate.

- Set Monthly Fee for each ATM/location.

Reports & Revenue Payments

Every month the Contractor must provide the Nation with a report of transaction volume for each ATM for the prior month's period. A completed transaction shall be defined as a completed deposit, withdrawal, transfer, balance inquiry, debit card transaction, and credit card advance at the ATM. The monthly report and revenue sharing must be provided to Cherokee Nation Cash Management: the exact point-of-contact for the report and revenue payment will be provided to successful offeror.

CONTRACTOR'S ACKNOWLEDGEMENTS

By submitting a proposal in response to this RFP, the Contractor understands, represents and acknowledges that:

- * All information provided by, and representations made by, the Contractor in the proposal are material and important and will be relied upon by the Nation in awarding any contract;
- * No employee of the Nation has an ownership interest in the business or is an employee of the business;
- * The price and amount of this proposal have been arrived at independently and without consultation, communication or agreement with any other Contractor or potential Contractor;
- * Neither the price nor the amount of this proposal have been disclosed to any other firm or person who is a Contractor or potential Contractor, and they will not be disclosed on or before the proposal submission deadline specified in the cover letter of this RFP;
- * No attempt has been made or will be made to induce any firm or person to refrain from submitting a proposal on this solicitation, or to submit a proposal higher than this proposal, or to submit any intentionally high or noncompetitive proposal or other form of complementary proposal;

- * The proposal is made in good faith and not pursuant to any agreement or discussion with, or inducement from, any firm or person to submit a complementary or other noncompetitive proposal;
- * To the best knowledge of the person signing the proposal for the Contractor, the Contractor, its affiliates, subsidiaries, officers, directors, and employees are not currently under investigation by any governmental agency and have not in the last four (4) years been convicted or found liable for any act prohibited by federal, state, local or tribal law in any jurisdiction, involving conspiracy or collusion with respect to bidding or proposing on any public contract;
- * To the best of the knowledge of the person signing the proposal for the Contractor and except as otherwise disclosed by the Contractor in its proposal, the Contractor has no outstanding, delinquent obligations to any federal, state, local or tribal entity, including but not limited to, any tax liability;

INFORMATION FOR CONTRACTORS AND GENERAL CONDITIONS

The Cherokee Nation will receive proposals from firms qualified to provide and administer ATM machines as per the scope of work and terms and conditions contained in this Request for Proposal. The contract will contain a cancellation clause in favor of the Cherokee Nation. The Cherokee Nation reserves the right to award to more than one firm.

Proposals will be accepted until 5:00 p.m., July 15, 2020. Proposals may be emailed to Shelly McClain at shelly-mcclain@cherokee.org. The subject line of the email must state: RFP – ATMs RESPONSE. Any proposal received after the time stated above will not be considered.

Term: It is anticipated the term of this contract will be from date of award to September 30, 2021, with an option to renew for an additional four years at the Nation's discretion.

Indian Preference: Proposals will be accepted from Indian and non-Indian firms. Indian preference will be given to those firms certified as Indian-owned by the Cherokee Nation Tribal Employment Rights Office (TERO), P.O. Box 948, Tahlequah, Oklahoma, 74465. Proof of current certification must accompany all proposals. To receive points during the evaluation process for Indian preference, the bidder must demonstrate they will control, direct and perform at least 51% of the Scope of Services.

In addition, by submitting a proposal in response to this RFP, the Contractor agrees to the following:

The Cherokee Nation shall to the greatest extent feasible give preference in the award of contracts to Indian organizations and Indian-owned economic enterprises. All contracting is required to comply with procedures for selection of Contractors and Sub-contractors as set forth in the Cherokee Nation Tribal Employment Rights Office, Resolution No. 84-50 and Ordinance Section No. 4.8 which provides for preference to Indians in the awarding of contracts, as well as the Cherokee Nation Acquisition Management Interim Policies and Procedures (January - 1997). All work to be performed under any contract is also subject to Section 7(b) of the Indian Self-Determination Act.

Section 7(b) states:

Any contract, subcontract, grant, or subgrant pursuant to this act, the Act of April 16, 1934 (48 Stat. 596) as amended, (the Johnson-O'Malley Act) or any other Act authorizing federal contracts with or grants to Indian organizations or for the benefit of Indians, shall require to the greatest extent feasible;

(1) Preference and opportunities to training and employment in connection with the administration of such contracts or grants shall be given to Indians; and

(2) Preference in the award of subcontracts and subgrants in connection with the administration of such contracts or grants shall be given to Indian organizations and to Indian-owned economic enterprises as defined in Section 3 of the Indian financing Act of 1974 (88 Stat. 77).

A prospective contractor seeking to receive Indian Preference under this contract must be certified as an Indian-owned firm by the Cherokee Nation Tribal Employment Rights Office (TERO) and submit proof of that certification with their proposal.

Governing Laws and Contract: The Cherokee Nation will make this Request for Proposal and the successful Contractor's proposal a part of the contract. This Request for Proposal and any subsequent contract shall be construed under the laws of the United States and where applicable, the Cherokee Nation. Nothing in this Request for Proposal or any subsequent contract shall be construed as a waiver of limitation upon the Nation's sovereign immunity. To the extent this statement is found to be inconsistent with any other language in this Request for Proposal or any subsequent contract, this statement shall control. This statement shall survive the completion or termination of any subsequent contract. By submitting a proposal in response to this Request for Proposal, the Contractor agrees to these terms and conditions. In the event of any dispute which may affect this Agreement, the Contractor agrees the Agreement shall be governed by the laws of the United States, and where applicable, the laws of the Cherokee Nation. The Cherokee Nation contract format will be utilized for any award(s) under this procurement.

Evaluation Process: An Evaluation Committee of qualified persons will evaluate each proposal received. As part of the evaluation process, the Committee reserves the right to direct Acquisition Management to contact responding parties with questions regarding the proposal. The Committee reserves the right to schedule presentations with prospective Contractors. Contractors may be asked to provide additional data or oral discussion for the purpose of addressing identified concerns or questions in the proposal, clarify any ambiguities, and discuss aspects of the cost and/or delivery of services. The Committee may make such investigations as they deem necessary to determine the ability of the Contractor to perform the work, and the Contractor shall furnish to the Committee all such information and data for this purpose as may be requested.

Nation's Right to Inspect: The Nation reserves the right to inspect and investigate thoroughly the establishment, facilities, equipment, business reputation and other qualifications of the Contractor and any proposed Subcontractors or Joint Ventures and to reject any proposal irrespective of price if it shall be administratively determined that the Contractor is deficient in any of the essentials necessary to assure acceptable standards of performance. The Nation reserves the right to continue this inspection procedure throughout the life of the contract that may arise from this RFP.

Award: An award for this project will be made at the discretion of the Nation. The Nation reserves the right to determine a proposal acceptable in terms of meeting Request for Proposal requirements. The Nation reserves the right to accept or reject any and all proposals received and may negotiate with Contractors regarding the terms of their proposals or parts thereof. The Nation reserves the right to award a contract in the best interests of the Nation. The Nation is not obligated to award the contract based on cost alone. All proposals, documents, and paperwork associated with this Request for Proposal become the property of the Nation.

The Cherokee Nation may make such investigations as they deem necessary to determine the ability of the Contractor to perform the work and the Contractor shall furnish to the Cherokee Nation all such information and data for this purpose as the Cherokee Nation may request. The Cherokee Nation reserves the right to reject any submittal if the evidence submitted by, or investigation of, such Contractor fails to satisfy the Cherokee Nation such Contractor is properly qualified to carry out the obligations of the contract and to complete the work contemplated herein.

Withdrawal of Proposals: Any proposal may be withdrawn prior to the above scheduled due date. Any proposals received after the date and time specified shall not be considered. No Contractor may withdraw a proposal within 30 days after the actual due date. Any Contractor may modify their proposal at any time prior to the scheduled closing time for receipt of proposals, provided such communication is received in writing by the designated contact person for this Request for Proposal prior to the closing time. No public bid/proposal opening will be held. All

proposals will be submitted based on the information contained in this Request for Proposal. Unless a specific note is made to the contrary, we will assume each Contractor's proposal conforms to the specifications contained herein. All deviations to any part of these specifications must be submitted in writing and clearly identified. Any deviation deemed to be significant by the Nation will disqualify the proposal. Failure by Contractors to identify any such deviation(s) will not in the future accrue to the disadvantage of the Nation in any manner.

Subcontractors or Joint Ventures: The Nation will contract only with the Contractor and expects the Contractor to perform the work. Should the Contractor propose to employ a Subcontractor, the request must be made in writing to the Nation. The Nation must approve in writing any person, firm or party proposed by the bidder to award a subcontract. The Nation, in giving such acceptance, assumes no responsibility in connection with the terms of the Subcontractor and their performance will be the responsibility of the Contractor. All Contractors who determine a need for subcontracting must state so in the initial proposal. All Contractors proposing to enter into a joint venture under this contract must state so in their initial proposal. The Nation will review the request and notify the Contractor if their request has been approved or disapproved.

Debarment: By submitting a response to this Request for Proposal, the Contractor certifies to the best of their knowledge and belief that the Contractor, the firm, or any of its principals are not presently debarred, suspended, or proposed for debarment by any federal, state, local or tribal entity. This certification is a material representation of fact upon which reliance was placed when making award. If it is later determined the Contractor rendered an erroneous certification, in addition to other remedies available to the Nation or its entities, the Nation may terminate the contract resulting from this Request for Proposal for default.

Drug 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 responding party's Drug Free Workplace statement shall be included with the proposal or else the successful responding party 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.

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

Cost of Submitting Proposal: All costs in connection with the preparation and submission of this proposal will be paid by the Contractor. All proposals submitted in response to this RFP become the property of the Nation.

Verification of Scope of Work: Each Contractor must inform themselves fully of the Scope of Work and all terms and conditions in this Request for Proposal. Failure to do so will not relieve a successful Contractor of his obligation to carry out the provisions of this contract. All applicable laws and ordinances, and the rules and regulations of all authorities having jurisdiction over this project shall apply to the contract throughout, and they will be deemed to be included in the contract the same as though written out in full.

Insurance Requirements:

The Contractor shall purchase and maintain such insurance as will protect the Nation against any and all claims and demands arising from the execution of the contract. The Contractor shall maintain the following types of insurance and limits:

Before performing contractual services on the behalf of or for the Cherokee Nation, compliance with the following insurance requirements must be verified:

** Provide an original Certificate of insurance naming the Cherokee Nation as a certificate holder and additional insured with respect to general liability, and automobile liability, as their interest may appear with respect to the operations defined in this proposal packet. The certificate shall reflect that coverage has been placed with an AM Best Rated Carrier of at least A IX and will contain the following information for each required coverage:

- 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) Thirty day notice of cancellation, except ten-day cancellation clause will apply for nonpayment of premium.

**** Required Coverages:**

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. Contractor's worker's compensation policy shall include a waiver of subrogation in favor of Cherokee Nation of Oklahoma.

2) **General Liability:**

Coverages:

Commercial (including products/completed operations). In addition to the additional insured endorsement, the commercial general liability policy shall also include a waiver of subrogation in favor of Cherokee Nation of Oklahoma.

Limits of Liability:

Bodily Injury and Property Damage Combined: \$1,000,000
(each occurrence)

3) **Automobile Coverage:**

Vehicles Covered:

All Autos

Hired Autos

Non-owned Autos

Limits of Liability:

Bodily Injury and Property Damage Combined: \$1,000,000

NOTE: The Contractor shall either: (1) require each of his subcontractors to procure and to maintain during the life of his subcontract, identical insurance for the type and in the same amounts as specified above, or (2) insure the activities of all subcontractors in his own policy. Each subcontractor policy must also name Cherokee Nation as an additional insured with respect to general liability and auto liability.

Audit/Examination/Retention of Records: The Contractor, any subcontractors, or joint ventures shall maintain books and records related to the performance of this contract in accordance with applicable law, terms and conditions of any contract with the Nation, and generally accepted accounting standards. Contractor shall maintain these books and records for a minimum of three (3) years after the completion of the contract, final payment, or completion of any contract, audit, or litigation, whichever is later. All books and records shall be available for review or audit by the nation, its representatives, and other governmental entities with monitoring authority upon reasonable notice and during normal business hours. Contractor agrees to cooperate fully with any such review or audit.

Assignment: No assignment of the contract or of any right or obligation under this RFP will be made by either party without the prior consent of the non-assigning party.

Evaluation Criteria: The award of a contract will be made to the responsible, responsive Contractor whose proposal is determined to be in the best interests of the Nation. Criteria to be considered by the Nation in making its selection among proposals submitted include, but are not limited to the following:

- * History and financial responsibility of the Contractor sufficient to assure the Nation of the Contractor's ability to perform its duties and obligations hereunder;
- * Experience and qualifications of Contractor's and Contractor's management, key personnel, and local representation. Contractors should include a detailed description of experience in the installation and maintenance of ATM's, including technology background and capability to deliver services. Also, include experience with participating financial institutions in the network. Experience shown should include work done by individuals who will be assigned to this project as well as that of your company. Studies or projects referred to should be identified and the name of the customer shown, including the name, address, and telephone number of the responsible official of the customer, company, or agency who may be contacted.
- * Personnel – Contract should include the number, and names where practicable, of executive and professional staff who will be engaged in the work. Show where these personnel will be physically located during the time they are engaged in the work. Contractors should indicate their education and experience with their technology, their responsibilities they will have in this project and how long each has been with the company. Identify all subcontractors you intend to use and the services they will perform. Identify all joint ventures proposed for this project:
- * Ability and experience of the Contractor in operating and maintaining remote ATM facilities;
- * The amount of revenue to be shared;
- * The cost of Contractor's services to Nation clients and patrons. It is desired that total costs imposed on patrons should not exceed industry standards;
- * References – The Contractor should submit at least three references of customers to whom they have provided ATM machines and services during the last two years;
- * Equipment – The Contractor will provide as a part of its proposal, a complete description of the ATM, the services available from the ATM, and a complete technical description of the amount of space required including power requirements and environmental requirements. A layout sketch of the proposed equipment and access requirements should be furnished with the proposal

response. A photograph or illustration of the ATM would be desirable;

- * Response Time – Contractor should describe their program of preventive maintenance and the regular replacement of worn and/or malfunctioning equipment and give details of the response time when the machine malfunctions or needs service;
- * Indian preference – Indian preference will be awarded to Contractors who are certified as an Indian owned company by the Cherokee Nation Tribal Employment Rights Office (TERO) at the time of submission of the proposal. A copy of the Contractor's current TERO certification must be submitted with the proposal;

ATTACHMENT A

Revenue Sharing Options

NOTE: Contractors must submit Attachment A in order to be considered responsive to the RFP, in addition to addressing each Evaluation Criteria contained in the RFP.

REVENUE SHARING OPTIONS

Contractors must indicate their willingness to commit to revenue sharing in one of the following ways:

Revenue Sharing Option 1 – Transaction Based Pricing

The Contractor will share revenue with the Nation on the basis of transaction fees paid to the Nation, based on ATM usage volume. The proposed fee structure is:

- Set Transaction Fee: per set transaction fee to be paid to the Nation. If a transaction based revenue sharing approach is chosen, the Contractor will pay the Nation at the above referenced rate for each ATM provided.
- Monthly revenue will be calculated as:
 - Number of transactions per month @ amount offered by vendor per proposal = Nation's share of the revenue.

NOTE: Monthly reports must be provided to substantiate payments and be provided with payment to the Nation.

TRANSACTION FEE TO BE PAID TO THE NATION:

\$ _____ per transaction

Revenue Sharing Option 2 – Fixed Monthly Payment Version

The Contractor will pay the Nation at a fixed monthly rate of:

\$ _____ per month per ATM location

Reports & Revenue Payments

Every month the Contractor must provide the Nation with a report of transaction volume for each ATM for the prior month's period. A completed transaction shall be defined as a completed deposit, withdrawal, transfer, balance inquiry, debit card transaction, and credit card advance at the ATM. The monthly report and revenue sharing must be provided to Cherokee Nation Cash Management: the exact point-of-contact for the report and revenue payment will be provided to successful offeror.

Print Name

Title

Company

Date

E-Mail Address

Telephone Number

Fax Number

Signature of Authorized Individual