

**CHEROKEE NATION
REQUEST FOR PROPOSAL
FEASIBILITY STUDY
ADDENDUM 01**



**Acquisition Management
On Behalf of
Government Relations**

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

**REQUEST FOR PROPOSAL
FEASIBILITY STUDIES
ADDENDUM 01**

PROPOSAL DEADLINE EXTENSION:

- **THE DEADLINE FOR PROPOSALS HAS BEEN EXTENDED TO OCTOBER 06, 2020 BY 5:00 P.M. CT.**
- **ALL SUBMITTAL INSTRUCTIONS STATED IN RFP REMAIN THE SAME/UNCHANGED.**
 - **Proposals may be e-mailed to Shelly McClain at shelly-mcclain@cherokee.org and the subject line must reference “RFP –FEASIBILITY STUDY” no later than October 06, 2020 by 5:00 p.m. CT. Proposals received after this deadline will not be considered and will not be considered for award. No responding party may withdraw their proposal within 90 days after sealed proposal due date.**

The following questions and/or requests for clarification were received by the deadline mandated in the Request for Proposal.

QUESTION: One question which came up is will the winner of the Feasibility Study be precluded from participating in implementation and deployment of future broadband and other related solutions which the Nation would choose to implement from this study?

RESPONSE: No, the NATION will use the information to formulate a plan for the next phase of this project. Should the next phase go out for proposals, the specifications and statement of work will be designed and developed by the NATION.

QUESTION: The timeline on pages 12 and 13 assumes that a contractor will be selected by September 1, 2020. Based on the actual date on which a contractor is selected, will the timeline be adjusted in any way?

RESPONSE: Yes, the timeline will shift, however the completion date remains August 1, 2021.

QUESTION: Again referring to the timeline on pages 12 and 13, are each of the objectives to be completed by the first of each listed month? Specifically, we noted that objectives 1, 2, 6, and 7 list the first of the month, while objectives 3, 4, and 5 do not.

RESPONSE: The intent is to get the respective phase of the project within the desired month to ensure the August 1, 2021 date is met.

QUESTION: In light of COVID-related health and travel restrictions, will the Nation be open to remote meetings in place of in-person meetings and/or on-the-ground assessments, as needed?

RESPONSE: Yes, the NATION is open to virtual meetings but expects those submitting proposals to demonstrate how a virtual meeting is sufficient for replacing any need for an on-the-ground assessment.

QUESTION: The RFP states that “Indian preference will be applied in accordance with Cherokee Nation Acquisition Management Policy and Procedures”. Can you please provide a copy of the Policies and Procedures, or otherwise describe how the Indian preference will be applied? Is the TERO-certified firm required to be the prime contractor, or can it be a subcontractor?

RESPONSE: The RFP outlines the method Indian Preference will be awarded on page 3, item 3, “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”. To be TERO Certified a company must complete a TERO certification application to show proof of at least 51% ownership by Native American(s). The Cherokee Nation TERO application/certification takes approximately two (2) months. The preference application methodology is listed on the RFP, page 10, rating factor 3: to receive any preference points the proof of certification must be included with the proposal submittal.

NOTE: The Cherokee Nation will accept proposals from Indian-owned and non Indian-owned companies.

QUESTION: The RFP states that “Specific requirements listed in the Specifications provided by the Nation’s Government Relations Department in this RFP must be included in responses.” The Specifications section does not include these requirements – can you please provide a copy?

RESPONSE: The specifications are on the last 3 pages of the Request for Proposal packet; pages 11, 12, 13 (coversheet is not numbered).

QUESTION: The RFP refers to “Minimum Requirements”, however such requirements are not described. Can you please specify the minimum requirements?

RESPONSE: The specifications are on the last 3 pages of the Request for Proposal packet; pages 11, 12, 13 (coversheet is not numbered). This information outlines the minimum requirements from the NATION.

QUESTION: The RFP indicates that the Contract Terms and Conditions will follow the standard format of the Cherokee Nation, and Vendor’s Terms and Conditions are to be submitted with the proposal. Can you please provide a copy of the standard format?

RESPONSE: Please see Attachment 01 of this Addendum 01.

QUESTION: Will you share all Q&A with all vendors?

RESPONSE: Yes, this Addendum 01 includes all questions and requests for clarification submitted by the deadline mandated in the RFP.

QUESTION: Will you allow time for follow up questions for the answers you provide?

RESPONSE: No, refer to RFP.

QUESTION: If a vendor performs the feasibility study does that prohibit the same vendor from future and follow-on work from the resulting assessment?

RESPONSE: Refer to previous response.

QUESTION: Although it is stated as broadband study, is it the intent/interest to identify additional infrastructure equipment (i.e. switching, wireless indoor/outdoor, AV message boards, etc.)?

RESPONSE: The study will identify existing communications infrastructure throughout the Cherokee Nation reservation, provide recommendations for what opportunities exist to expand broadband to these 35 locations (fixed, wireless, etc.), and identify the equipment and hardware necessary to execute the expansion. This study is looking at the connectivity options to a location, not hardware or equipment inside a building.

QUESTION: Will a current list of internet and cell providers and capabilities for the 35 sites be provided to the awardee to compare if upgrades are possible or is it the expectation that awardee facilitate discovery of existing resources?

RESPONSE: The NATION will provide limited support on researching existing infrastructure.

QUESTION: Will CADS/PDF of 35 locations to determine demark locations be provided to awardee or is it the expectation that awardee facilitate discovery of existing or potential demarks?

RESPONSE: The NATION will provide a PDF map along with addresses of the 35 locations.

QUESTION: Will a list of current infrastructure equipment and network maps at each location be provided to the awardee or is it the expectation that awardee facilitate discovery of existing assets?

RESPONSE: The NATION expects the awardee to identify the existing infrastructure in the respective 35 communities.

QUESTION: I have downloaded a copy of the 14 page RFP from the Cherokee Nation's website and also the details of the RFP and, I am unable to locate the "Specifications Section" that is referenced several times in the RFP packet. Please advise as to where I may locate the "Specifications Section"?

RESPONSE: Refer to previous response.

**CHEROKEE NATION
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ADDENDUM 01

ATTACHMENT 01

SAMPLE AGREEMENT

CHEROKEE NATION
PROFESSIONAL SERVICE AGREEMENT

This Agreement is made and entered into this _____ day of _____, 20__, by and between Cherokee Nation, P.O. Box 948, Tahlequah, Oklahoma 74465 (hereinafter referred to as the "NATION"), and _____, Federal Identification Number ____ (hereinafter referred to as the "CONTRACTOR").

The NATION is a sovereign nation and enjoys the full privileges of a sovereign's immunity from suit, as recognized by Congress and the United States Supreme Court. Execution of this Agreement shall not be construed to be a waiver of sovereign immunity, and neither shall any clause herein be construed to effectuate the consent to suit, as the NATION expressly declines to waive sovereign immunity.

WHEREAS, the NATION wishes to enter into an agreement with the CONTRACTOR to provide _____ and

WHEREAS, the CONTRACTOR hereby affirms it is an independent contractor in accordance with the laws of the State of Oklahoma and the Internal Revenue Service, and further maintains it is qualified, willing, and able to perform the services herein described, and

NOW THEREFORE, and in consideration of the mutual covenants, promises, agreements, understandings, and conditions herein contained, the parties hereto mutually promise to the other, agree, and understand as follows, to wit:

TERM: The term of this Agreement shall _____, through _____, unless canceled or extended in writing by both parties hereto.

NOTICES: All notices required hereunder shall be sent via U.S. Mail, postage paid as follows:

To the NATION: Cherokee Nations
Attention:
P.O. Box 948
Tahlequah, OK 74465

With a copy to: Cherokee Nation Acquisition Management
Attention: Contracts Office
P.O. Box 948
Tahlequah, OK 74465

To the CONTRACTOR: _____
Attention:

PERFORMANCE REQUIREMENTS OF THE CONTRACTOR:

The CONTRACTOR shall provide materials, administration, services, supplies and quality control necessary to provide [scope of work inserted here](#)_____

PERFORMANCE REQUIREMENTS OF THE NATION:

The NATION shall provide task orders as projects become available for CONTRACTOR.
Task orders will be issued by the (requesting program inserted here)
as needed. No commitment is made by the NATION to undertake these projects until a task order is issued.

OPTIONS TO RENEW

The Nation may or may not choose this option.

ASSIGNMENT OR NON-ASSIGNMENT PROVISION:

The NATION and the CONTRACTOR hereby agree the services specified in this Agreement may not be delegated or assigned without the prior written approval of the NATION.

TERMINATION OR CANCELLATION CLAUSE:

This Agreement may be terminated by either party, with or without cause, upon ten (10) days written notice by certified letter. In the event this Agreement is terminated or canceled by either party, the NATION shall compensate the CONTRACTOR only for services provided up to the point of termination or cancellation.

STATUS OF THE PARTIES:

The parties hereto stipulate and agree the CONTRACTOR is an independent contractor, and the NATION is interested only in the results of the CONTRACTOR'S services and shall not control the means and methods by which the CONTRACTOR'S services are rendered. The CONTRACTOR is not eligible for federal, Social Security, State Workers' Compensation, or Unemployment Insurance Benefits from the NATION by virtue of payment received and shall be responsible for all federal and state taxes related to payments received from the NATION under this Agreement.

HOLD HARMLESS:

The CONTRACTOR, its employees, subcontractors, agents, and representatives shall indemnify, defend, and hold harmless the NATION, its employees, agents, and representatives against all suits, actions, losses, damages, expenses, and liabilities for injury or harm to persons, including employees of the CONTRACTOR and its subcontractors, agents, and representatives or loss of or damage to the NATION'S or CONTRACTOR'S property, resulting from, arising out of, or in any way connected with the performance of this Agreement.

CONFIDENTIALITY:

It is understood that any information submitted by the NATION to the CONTRACTOR in respect of the services provided hereunder embodies certain proprietary information and is loaned the CONTRACTOR on a confidential basis. Any information acquired at the site or otherwise relating to processes belonging to the NATION 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 subcontractors to maintain complete confidentiality.

DEBARMENT, SUSPENSION, PROPOSED DEBARMENT, AND OTHER RESPONSIBILITY MATTERS:

The CONTRACTOR certifies to the best of its knowledge and belief that neither the CONTRACTOR, nor any of its principals, are presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any federal, state, local, or tribal agency. The CONTRACTOR also certifies to the best of its knowledge and belief that it has not, within a three-year-period preceding this Agreement, been convicted of or had a civil judgment rendered against it for: commission of a 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 submission of offers or commissions or embezzlement, theft, forgery, bribery, falsifications or destruction of records, and/or making false statements; and is 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 CONTRACTOR certifies it has not within a three-year period preceding this Agreement, had one or more contracts terminated for default by a federal, state, local, or tribal agency.

GOVERNING LAWS AND CONFLICT OF LAW:

This Agreement 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. If it should appear that any of the Agreement terms are in conflict with any rule of law or statutory provision of the United States, or where applicable, with any rule of law or statutory provision of the Cherokee Nation, such conflicting term(s) shall be deemed inoperative and null and void insofar as it may be in conflict with such rule of law or statutory provision, and shall be deemed modified to conform to such rule of law or statutory provision. However, such conflict shall not operate to nullify or void the entire Agreement.

INTEGRATION AND WAIVER:

This Agreement contains the complete expression of the parties' agreement with respect to the subject matter hereof, and shall bind the parties, their successors and assigns. There are no previous or contemporary understandings, representations, or warranties not set forth herein. No subsequent amendment or modification of this Agreement shall be of any force or effect unless in writing and signed by the parties to be bound thereby. No provision of this Agreement shall be considered waived by the NATION unless such waiver is in writing and signed by the NATION. No such waiver shall be a waiver of any past or future default, breach, or modification of any of the provisions of this Agreement unless expressly stipulated in such waiver. The parties further state to the best of their knowledge, no employee of the NATION who exercises any functions or responsibilities in connection with the performance hereunder has any personal interest, direct or indirect in this Agreement. This Agreement shall supersede any and all written or oral statements, agreements, and/or representations of the parties made prior to or contemporaneously with the execution hereof. The parties agree their respective performances hereunder shall be governed by an obligation of good faith.

AVAILABILITY OF FUNDS:

The NATION'S obligation for payment under this Agreement is contingent upon the availability of appropriated funds from which payment for services can be made. Funds are available for performance under this Agreement when appropriated or authorized by the Tribal Council of the Cherokee Nation. No legal liability on the part of the NATION for any payment may arise hereunder until funds are made available by the designated officer of the NATION for performance and until the CONTRACTOR receives notice of availability from the NATION'S designated officer through issuance of a purchase order.

CONSIDERATION OR COMPENSATION:

The CONTRACTOR shall invoice for each Task Order/Purchase Order, per prices on CONTRACTOR’S quoted dated _____, hereby incorporated into this Agreement as Attachment ___ each invoice shall contain the description of services provided, date(s) and amount(s) including the purchase order number for each project. All invoices shall be sent to the attention of (requesting program information inserted here) Cherokee Nation, P.O. Box 948, Tahlequah, OK 74465.

PROMPT PAYMENT:

The CONTRACTOR certifies that all sums due to any suppliers have been paid or will be paid within ten (10) days of receipt of any money received from the Cherokee Nation under this Agreement.

DRUG FREE and TOBACCO FREE WORKPLACE

- a) 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.
- b) The 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 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.

CONTRACTOR:

Contractor name inserted here

Date

CHEROKEE NATION:

Department Executive Director

Date

Chuck Hoskin, Jr.
Principal Chief

Date