

GWY.Ꭰ DBP
CHEROKEE NATION®

REQUEST FOR PROPOSALS

Archaeological Investigations

March 2022



Pam Jumper
Procurement Specialist III
pam-jumper@cherokee.org

CHEROKEE NATION
P.O. Box 948
Tahlequah, OK 74465
(918) 453-5215

Table of Contents

I. **Introduction**

II. **Summary**

III. **Scope of Services**

Environmental Health and Engineering

Technical Requirements

Deliverables

Performance and Payment

Cost Schedule

IV. **Contractor's Acknowledgements**

V. **Information for Contractors and General Conditions**

Attachment A: **Mandatory Proposal Response Form**

Attachment B: **SAMPLE Contract**

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. The Cherokee tribal registry lists more than 355,000 citizens, and half approximately live in the 14-county jurisdiction of the Cherokee Nation.

SUMMARY

The Cherokee Nation is receiving proposals from individuals and firms qualified to provide field investigation and reporting of archaeologically significant findings for the Nation's Cherokee Nation Environmental Programs for projects involving community water, wastewater, realty services, roads construction and housing services for the benefit of the Cherokee Nation as per the terms and conditions contained in this RFP. The contract award will be for one (1) year with an option for the Cherokee Nation to renew the contract annually for up to four (4) additional one-year terms. Contract award and renewals will be subject to availability of funds and satisfactory delivery of services. 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. The Cherokee Nation will make this RFP and the successful bidder's proposal a part of any contract awarded under this RFP.

SCOPE OF SERVICES

The Cherokee Nation is soliciting proposals for the services of a qualified firm or professional to provide field archaeological reviews of proposed construction sites including but not limited to, housing rehabilitation, new housing construction, housing relocation, non-housing related structures, waterlines, sewer lines, water/sewer treatment or storage facilities, roads, bridges, borrow pits or related appurtenance within the established boundaries of the Cherokee Nation. The firm or professional should expect to provide field review and a written report for project sites ranging in size from 0.5 acres to in excess of 70 acres. Project sites involving housing activities are generally square or rectangular in shape, whereas, roads or water and sanitation projects are usually very linear. For example housing projects may be sited on a 10-acre allotment. Waterline projects may be 500-50,000' long by 20' wide. Roads projects are normally 100' either side of an existing road centerline for a number of miles.

Firms or professionals must have experience in field reviews and reporting for these types of projects in order to be considered qualified for this award.

Projects will usually be located within rural communities of the Cherokee Nation. The established boundaries of the Cherokee Nation include all or parts of the following counties in Oklahoma: Adair, Cherokee, Craig, Delaware, Mayes, McIntosh, Muskogee, Nowata, Ottawa, Rogers, Sequoyah, Tulsa, Wagoner, and Washington. Most fieldwork will be on privately owned land or lands of the Cherokee Nation held in trust by the Bureau of Indian Affairs.

Proposals will be evaluated by a team of qualified professionals and project managers in accordance with the criteria established in this RFP. The proposal deemed to be the most effective for the Cherokee Nation will be awarded a contract with an anticipated performance period through September 30, 2023.

Following award of the contract, services will be ordered, as needed, by task order. Task orders will be issued against the term contract as projects move the phase of design and planning which mandates environmental review. The following is a list of projects that the selected firm will be tasked to research upon award of the contract. Additional task orders will be issued by the project engineer as needed by the programs. No commitment is made by the Cherokee Nation to undertake these projects until a task order is issued.

Environmental Health and Engineering

Additional similar projects will be tasked to the contractor as need arises throughout the contract period.

Any firm or professional submitting a proposal must, as part of its offer, provide written evidence that it maintains general liability, worker's compensation and auto insurance, and that the company is in compliance with all labor regulations of the State of Oklahoma. The successful offeror will be required to submit Certificates of Insurance as per the requirements in this RFP.

Technical Requirements

The Cherokee Nation engineer/contract manager shall provide to the firm or professional the following information in order to complete the assigned tasks.

- General location map of project areas
- An enlarged, United States Geological Survey, 7.5 minute topographic map identifying the project area and the corridor requiring research
- Detailed location maps for all major structures on the project including latitude and longitude information
- Any information that the Environmental Programs or Community Services Environmental Health and Engineering and Sanitation Facility

Construction or Roads Program staff have available that would be helpful in the firm's field and research activities

- The name of an Environmental Programs program contact that can be available to orient the firm to the project site, if needed
- Accounting information and instruction for invoicing when the task order is complete

The firm selected for this contract must be able to complete the following tasks and provide the deliverables as described in this RFP.

- Obtain, through file research and information regarding historic and prehistoric uses of the project lands
- Intensive field review of project lands to the satisfaction of the project engineer/contract manager, Oklahoma Archaeological Survey, Oklahoma State Historic Preservation Officer, and the Bureau of Indian Affairs archaeological division
- Prepare a written report and maps of activities and findings to the satisfaction of the entities above
- Complete the assigned tasks in a timely manner
 - Within 30 days of notice to proceed for projects involving less than 10 acres of right-of-way
 - Within 60 days for projects in excess of 10 acres and less than 25 acres of right-of-way
 - For any project larger than 25 acres, a schedule will be negotiated with the firm prior to issuance of a task order
 - For sites with an urgent need to archaeological review, such as an unanticipated borrow pit during construction, expedited schedule will be negotiated

Other Licenses and Registrations Requirements:

All Contractors are required to hold any and all necessary applicable professional licenses as required with the proposal. Obtaining and ensuring compliance to all licensing and registering requirements is the complete responsibility of the Contractor.

Deliverables

The firm selected shall receive a task order from the Cherokee Nation project engineer/contract manager written under the terms of the contract with specific details of project location and magnitude. Within the timeframes specified above, the firm shall provide the following information to the designated program representative.

- Electronic copy of report including maps, charts,

- A report signed and dated by a qualified professional which includes at a minimum the following data:
 - Summary of file research completed in examining this project and previous uses of the project lands
 - Summary of the project and project boundaries
 - Report of findings for field review of project lands and test pits completed
 - Complete inventory and location of noteworthy archaeological remains within the project lands
 - Maps showing the location of all findings
 - Project site map
 - Recommended remediation of the findings as they relate to the construction project at hand (avoidance or mitigation)
 - Any other information pertinent to the archaeological investigation that the reviewing agencies typically require before a determination can be made
- Electronic copy of report including maps, charts, drawings, text and sketches in PDF or Word format
- Invoice for services complete with date of service, task order number, contract number, cost and summary of services provided.

Performance and Payment

The firm or professional selected shall assure that all duties, as prescribed in this proposal, are completed by fully qualified and experienced personnel. Each task order shall be completed in accordance with the time limitations and deliverables described above. Payment shall be made to the firm based upon the number of acres within the project area that have been researched and reported to the Environmental Programs Department in accordance with the deliverables specified above. The rate of payment per acre shall be a sliding scale based upon the size of project plus a fee for drafting a report.

Cost schedule

The below listed scenarios are examples of typical projects that will require Archeological Field Inspections. The cost estimates that are provided should include all costs for fieldwork/investigation, travel costs, report generation and any other work associated with generating the necessary information to complete the inspection.

Scenario #1: Road Reconstruction / Realignment of an existing dirt road in Adair County, 5 miles in length that will require multiple alignment changes, multiple cross drain changes along entire roadway. The average new ROW disturbance expected is 100 feet either side of existing roadway centerline.

Total Project Cost Estimate: _____

Scenario #2: Construction of a community center on 10 acres of wooded land in Delaware County. The total ground disturbance, including building, parking area, & sanitation services, will not exceed 4 acres of the said 10 acre tract.

Total Project Cost Estimate: _____

Scenario #3: New construction of 1 single family dwelling including installation/connection to sanitation services on approximately 1 acre of land. Site will be located in rural Sequoyah County.

Total Project Cost Estimate: _____

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.
 - * If any Contractor, Contractor's employee, 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, Attention: Rebecca Mitchell, with the Contractor's proposal. The Cherokee Nation will determine if the conflict is significant and material, and if so, may eliminate the Contractor from submitting a proposal.

INFORMATION FOR CONTRACTORS AND GENERAL CONDITIONS

The Cherokee Nation is receiving proposals from individuals and firms qualified to provide field investigations and reporting of archaeologically significant findings for the benefit of the Cherokee Nation as per the scope of work and terms and conditions contained in this RFP. Contract award and renewals will be subject to availability of funds and satisfactory delivery of services. 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. The Cherokee Nation will make this RFP and the successful bidder's proposal a part of any contract awarded under this RFP.

All correspondence and questions regarding this Request for Proposal and requests for additional information must be directed to Pam Jumper, Procurement Specialist III of Acquisition Management, Cherokee Nation, at pam-jumper@cherokee.org. No interpretation of the meaning of the Request for Proposal will be made to any Contractor orally. No telephone inquiries please. A copy of this Request for Proposal will be posted on the Cherokee Nation bid website www.cherokeebids.org under Cherokee Nation procurements. All questions regarding this RFP must be directed to Pam Jumper, Cherokee Nation at pam-jumper@cherokee.org, no later than **5:00 p.m., Wednesday, March 16, 2022**. The Nation anticipates responding to any questions submitted on or before **5:00 p.m., Monday, March 21, 2022**. **No further notification will be made to any bidder other than what is posted on the Cherokee Nation bid website www.cherokeebids.org. Responses to any questions that may be posed or updates and/or addendums issued during the RFP process will be posted on the Cherokee Nation bid website www.cherokeebids.org under Cherokee Nation procurements. It is the responsibility of each bidder to monitor the Cherokee Nation bid website www.cherokeebids.org for information posted regarding this Request for Proposal. Failure of any**

Contractor to receive any such addendum or interpretation shall not relieve such Contractor from any obligation under their proposal as submitted. All addenda so issued shall become part of the contract documents. Contact with any individual other than the contact person named in this RFP may be grounds for disqualification of the proposal.

Proposals will be accepted until **5:00 p.m., Friday, March 25, 2022.** Three copies of the proposal should be submitted. Proposals must be sealed and designated as “RFP – Archaeological Investigations – DO NOT OPEN”. Proposals may be mailed to the attention of Pam Jumper Procurement Specialist III Acquisition Management, Cherokee Nation, P.O. Box 948, Tahlequah, Oklahoma, 74465, or may be hand delivered to Pam Jumper at the Cherokee Nation Financial Resources Building, located at 17665 S. Muskogee Avenue, Tahlequah, Oklahoma, 74464, which is approximately 3.5 miles south of Tahlequah on Highway 62. Any proposal received after the time stated above will not be considered. The name of the individual or firm submitting the proposal should be included on the outside envelope. The Nation assumes no responsibility or liability for the transmission, delay, or delivery of proposals by either public or private carriers. All proposals and documents submitted in response to this RFP shall become the property of the Cherokee Nation.

Media Announcements: Any and all media announcements pertaining to this RFP require the Nation’s prior written approval.

Term: It is anticipated the term of this contract will be from date of award, or October 1, 2022 to September 30, 2023, with an option to renew for an additional four one-year terms at the Nation’s discretion, subject to available funding and satisfactory delivery of services.

Indian Preference: 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 Legislative Act 01-14 which provides for preference to Indians in the awarding of contracts, Section 7(b) of the Indian Self-Determination Act if applicable, as well as the Cherokee Nation Acquisition Management Policies and Procedures. The successful Contractor will insert this clause in every subcontract in connection with the project.

TERO Certification and Information: 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, 918-453-5000. Proof of current certification (**front and back**) must accompany all proposals.

TERO requirements may 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.

Any questions regarding TERO requirements should be directed to the contact person for this RFP by the deadline given. Questions will be addressed by the TERO Office and included in any addendum issued.

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. Subcontracts or Joint Ventures will not be allowed under the terms and conditions of this RFP. The successful firm will be required to perform the entire Scope of Services as outlined in this RFP and the final contract document.

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.

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.

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.

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 terms and conditions of this RFP, as well as the provisions of their contract. Any discrepancy between the terms and conditions in this RFP and the Bidder's proposal, the RFP terms and conditions shall govern. 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 Cherokee Nation assumes no responsibility for negligent acts of either the offeror or their employees; therefore, the offeror is responsible for obtaining the insurance coverage the NATION considers appropriate. The offeror will keep harmless and indemnify the Cherokee Nation against any or all loss, cost, damage, claims, expense or liability for all acts related to quality care management and enforcement of this contract.

Following are the anticipated 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.

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.

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.

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.

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, any subsequent documents or 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 document or 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 will make the final decision on the contract format to be utilized for any award(s) under this procurement.

If a Contractor has concerns with any of the terms and conditions in this RFP, as well as the terms and conditions found in the SAMPLE contract in Attachment B, The Contractor shall detail their questions or concerns in writing by the deadline given for questions in this RFP. The Nation reserves the right to not award or to cancel the award of a contract to a Contractor who will not agree to all of the terms and conditions in this RFP, Attachment A, and Attachment B.

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 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.

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.

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:

- 1) **Qualifications (30 points):**
Education and field experience of project staff, managers, researchers and support personnel shall be given strong consideration in selecting a firm or professional.
- 2) **Experience (20 points):**
Experience in working on Indian lands, both fee and trust status and familiarity with the Bureau of Indian Affairs processes and requirements is critical and must be properly documented in the proposal.
- 3) **Past History in Working with Tribal Governments (15 points):**
Past history of similar work with other tribal governments. Reference projects and contact information should be provided.
- 4) **Cost (25 points):**
Any contract awarded as a result of this Request for Proposal will be a firm fixed price award. The cost of services provided as described on the attachment included in this RFP will be a factor in determining the most appropriate firm.
- 5) **Indian Preference (10 points):**
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, 74464 (918-453-5000). Proof of current certification (**front and back**) must accompany all proposals.

Award: An award for this project will be made subject to available funding. 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.

Cancellation of the RFP: The Cherokee Nation retains the right to cancel, modify or amend the RFP process at any time, at the Nation's sole discretion. The Nation shall not be responsible for costs incurred by Contractors for proposal preparation.

Drug Free and Tobacco Free Workplace: The Contractor understands and recognizes that all Cherokee Nation buildings, whether leased or owned by the Nation to be a tobacco free workplace. The Contractor will ensure all employees, subcontractors, and other workers will abide by this policy.

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.

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.

Print Name

Title

Company

Physical Address

City/State/Zip

Date

E-Mail Address

Telephone Number

Fax Number

Signature of Authorized Individual

ATTACHMENT A

Mandatory Proposal Response Form

(Bidders should submit Attachment A with their full proposal, while addressing all evaluation criteria listed in this Request for Proposal)

Please provide cost quotes for each of the three given scenarios.

Scenario #1: Road Reconstruction / Realignment of an existing dirt road in Adair County, 5 miles in length that will require multiple alignment changes, multiple cross drain changes along entire roadway. The average new ROW disturbance expected is 100 feet either side of existing roadway centerline.

Total Project Cost Estimate: _____

Scenario #2: Construction of a community center on 10 acres of wooded land in Delaware County. The total ground disturbance, including building, parking area, & sanitation services, will not exceed 4 acres of the said 10 acre tract.

Total Project Cost Estimate: _____

Scenario #3: New construction of 1 single family dwelling including installation/connection to sanitation services on approximately 1 acre of land. Site will be located in rural Sequoyah County.

Total Project Cost Estimate: _____

BID RESPONSE

Time to complete each report: _____
(Calendar days from date of Notice to Proceed)

TERO Certified: _____ Yes _____ No

Mark appropriate area

(Copy of current TERO certificate must be included with bid)

ATTACHMENT B

SAMPLE MEMORANDUM OF AGREEMENT

This Agreement is made and entered into this _____ day of _____, 2010, by and between Cherokee Nation, P.O. Box 948, Tahlequah, Oklahoma 74465 (hereinafter referred to as the "NATION"), and **contractor's name and address**, Social Security Number ***-**-____ or **Federal Identification Number** (hereinafter referred to as the "CONTRACTOR").

WHEREAS, 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 or addendum or attachment hereto be construed to effectuate the consent to suit, as the NATION expressly declines to waive sovereign immunity, and

WHEREAS, the NATION wishes to enter into an agreement with the CONTRACTOR to provide **brief description of services**, as per this contract, the Cherokee Nation Request for Proposal incorporated as Attachment "A", and,

WHEREAS, the CONTRACTOR hereby affirms he is an independent contractor in accordance with the laws of the State of Oklahoma and the Internal Revenue Service, and further maintains he 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 be from **start date**, 2022, through **end date**, 2023, 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 Nation **Department/Program**
Attention: **name and title**
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: **name**
address
city, state, zip

PERFORMANCE REQUIREMENTS OF THE CONTRACTOR:

The CONTRACTOR shall furnish all labor, materials, administration, services, supplies, equipment, transportation, and quality control necessary to provide **complete description of services**

PERFORMANCE REQUIREMENTS OF THE NATION:

The NATION shall make all necessary arrangements for the site of the **completion description of CN's duties.**

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.

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 Agreement.
- 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.

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

The CONTRACTOR certifies to the best of **its/his/her** knowledge and belief that neither the CONTRACTOR, nor any of **its/his/her** 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/his/her** knowledge and belief that **it/he/she** has not, within a three-year-period preceding this Agreement, been convicted of or had a civil judgment rendered against **it/him/her** 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/he/she** 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.

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.

CONSIDERATION OR COMPENSATION:

In consideration for the services provided, the NATION shall compensate the CONTRACTOR in the amount of INSERT AMOUNT HERE (\$). Any travel incurred under this Agreement shall be included in the CONTRACTOR'S fee and is the responsibility of the CONTRACTOR. The CONTRACTOR shall submit an original invoice for completed work to the attention of PROGRAM EMPLOYEE'S NAME HERE Cherokee Nation, P.O. Box 948, Tahlequah, OK 74465. The CONTRACTOR'S invoice(s) shall include a description of the services provided, date(s), and amount(s). The NATION shall make full payment for completed work within a reasonable time, upon certification of the work as satisfactorily completed and approved for payment by an authorized Cherokee Nation personnel and receipt and approval of the CONTRACTOR'S properly prepared invoice(s). The CONTRACTOR certifies that all sums due to subcontractors, laborers and material suppliers have been paid or will be paid within ten (10) days of receipt of payment by Cherokee Nation. This Agreement shall not exceed INSERT AMOUNT HERE (\$) without the prior written consent of the Principal Chief, Cherokee Nation or his authorized designee.

CONTRACTOR:

Name, Title, Company Name

Date

CHEROKEE NATION:

Executive Director

Date

Shelly Pumpkin-McClain
Director of Procurement

Date