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CHEROKEE NATION®

REQUEST FOR QUALIFICATIONS

Broadband Network Engineering Services



On Behalf of Cherokee Nation Government Resources

CHEROKEE NATION
P.O. Box 948
Tahlequah, OK 74465

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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 seeking statements of qualifications from qualified engineering firms for the development of a network broadband system to serve the Cherokee Nation reservation. The Cherokee Nation reserves the right to award to more than one firm if deemed necessary to complete this project.

SCOPE OF SERVICES PROVIDED BY GOVERNMENT RESOURCES

Cherokee Nation is proposing engineering and deployment of broadband infrastructure on its reservation lands that includes middle-mile and last-mile networks to serve currently unserved communities. Cherokee Nation's comprehensive broadband feasibility study focused on Cherokee Nation's community centers that are often the focal point of communities where generations of Cherokee families have called home and where the language and culture still thrives. This proposal is to launch Cherokee Nation on a path of broadband independence, where citizens have access to a future-proof network that provides them with affordable, reliable connectivity. This new deployment of infrastructure will utilize commercial grade equipment that capitalizes on the Cherokee Nation's available 2.5GHz spectrum, once that application is granted through the Federal Communications Commission.

Cherokee Nation is focused on deploying middle-mile fiber to reach unserved Cherokee communities that Cherokee Nation certifies as unserved and a wireless infrastructure to reach 100% of the unserved Cherokee households. The tribe self-certifies these communities as unserved because the majority are limited to satellite or DSL services that perform well below 25 Mbps download and 3 Mbps upload (25/3) speeds with data caps, despite purported speed availabilities supplied by service providers.

Many of the proposed service areas are cited in NTIA's "Indicators of Broadband Need Mapping" as being below the 25/3 threshold. In addition, the Cherokee Nation conducted a connectivity survey and received nearly 12,000 results from its citizens. Of those responses, more than 84% of the respondents identifying companies providing satellite service within the reservation indicate the service does not meet their households' needs. A request to a number of those respondents to perform a speed test confirms that these services consistently perform well below the 25/3 standard identified in this grant opportunity.

These are just a few examples of many that support Cherokee Nation's strategic approach to deploy broadband infrastructure in order to address the long-term connectivity needs of its citizens with federal funds, Cherokee Nation will contract the engineering and design for the construction of a three-phased broadband network deployment to support the Cherokee Nation and its citizens. Once the engineering and design is complete, the Cherokee Nation will construct the network over a two-year period.

Engineering

Engineering of a more than 240.2-mile fiber network and wireless infrastructure in 16 Cherokee communities to meet specified speed, latency, and reliability benchmarks.

Construction Phases

- Phase I will focus on constructing and/or long-term, IRU leased middle and backhaul fiber infrastructure and NOC capabilities that interconnect tribal facilities throughout the Cherokee Nation reservation.
- Phase II will focus on implementing a wireless overlay of the existing infrastructure capable of supporting both minimal fail-over service provisioning and out-of-band network operations and may include leased and new tower sites.
- Phase III will focus on ensuring ubiquitous broadband service provisioning to all Cherokee Nation citizens and tribal facilities that meets or exceeds established speed, latency, and reliability benchmarks.

ENGINEERING FIRM'S ACKNOWLEDGEMENTS

By submitting a qualification statement in response to this RFQ, the firm understands, represents and acknowledges that:

- All information provided by, and representations made by, the firm in the submittal 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 contents of the qualification statements have been compiled independently and without consultation, communication or agreement with any other Engineering firm or potential Engineering firm;
- No contents of the Qualification Statement have been disclosed to any other firm or potential firm, and they will not be disclosed on or before the submission deadline specified in the cover letter of this RFQ;
- No attempt has been made or will be made to induce any firm or person to refrain from submitting a Qualification Statement on this solicitation;
- The Qualification Statement 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 Qualification Statement;
- To the best knowledge of the person signing the Qualification Statement for the firm, 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 seeking or acquiring any public contract;
- To the best of the knowledge of the person signing the Qualification Statement and except as otherwise disclosed by the firm in its Qualification Statement, the firm has no outstanding, delinquent obligations to any federal, state, local or tribal entity, including but not limited to, any tax liability.

INFORMATION FOR FIRMS AND GENERAL CONDITIONS

The Cherokee Nation will receive submittals from firms qualified to design this project as per the scope of work and terms and conditions contained in this Request for Qualifications. Any subsequent Agreement or Agreements will contain a cancellation clause in favor of the Cherokee Nation. The Cherokee Nation reserves the right to award to more than one firm if deemed necessary to complete this project. The Cherokee Nation will make this RFQ and the firm's submittal a part of the contract.

All correspondence and questions regarding this Request for Qualifications and requests for additional information must be directed to Shelly McClain, Director of Procurement at email shelly-mcclain@cherokee.org and received no later than **January 17, 2023 by 5:00 p.m. CT.** The Nation anticipates responding to questions by posted on the Cherokee Nation bid website by **January 20, 2023 by 5:00 p.m. CT.** No interpretation of the meaning of the Request for Qualification will be made to any Contractor orally. No telephone inquiries please. A copy of this Request for Qualification will be posted on the Cherokee Nation bid website www.cherokeebids.org under Cherokee Nation procurements. **No further notification will be made 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 RFQ process will be posted on the Cherokee Nation bid website www.cherokeebids.org under Cherokee Nation procurements. It is the responsibility of each prospective firm to monitor the Cherokee Nation bid website www.cherokeebids.org for information posted regarding this Request for Qualifications. Failure of any Firm to receive any such addendum or interpretation shall not relieve such Firm from any obligation under their submittal.** All addenda so issued shall become part of the contract documents. No contact should be made with any Cherokee Nation personnel regarding this RFQ other than to the individual named above. Contact with any individual other than the contact person named in this RFQ may be grounds for disqualification of the proposal.

Any submittal received after the time stated above will not be considered.

Submittals should include a Letter of Intent and a Standard Form (SF) 330 and will be accepted until **January 27, 2023 at 5:00 p.m. CT.** Submittals should be mailed to the attention of Shelly McClain, Director of Procurement, Cherokee Nation, P.O. Box 948, Tahlequah, Oklahoma, 74465, or may be hand-delivered to the Cherokee Nation Financial Services Building, attn: Shelly McClain, 17665 S. Muskogee, Tahlequah, Oklahoma,

74464. Any Letter of Intent and Standard Form (SF) 330 received after the time stated above will not be considered. **Submittals mailed or delivered must be sealed and designated “Engineering Services Broadband Design – DO NOT OPEN”.** The name of the individual or firm submitting the Qualification Statement should be included on the outside envelope.

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

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 Policies and Procedures. All work to be performed under any contract is also subject to Section 7(b) of the Indian Self-Determination Act.

All contracting pursuant to this Agreement shall comply with procedures for selection of contractors and sub-contractors set forth within § 5307 of the Indian Self-Determination and Education Assistance Act (25 U.S.C. § 5301 *et seq.*), as well as the Cherokee Nation Acquisition Management Policies and Procedures. To that end, the parties to this Agreement shall, to the greatest extent feasible, give preference and opportunities for training and employment to Indian and Alaska Natives, and preference in the award of contracts to Indian organizations and Indian-owned economic enterprises. This clause shall be included in every subcontract in connection with the Project, and Contractor shall, at the direction of Cherokee Nation, take appropriate corrective action in the event of a finding by Cherokee Nation of a violation hereof by a contractor or subcontractor.

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

TERO requirements may apply to any award or awards resulting from this RFQ. The successful Engineering firm must complete any required TERO paperwork and pay all applicable fees in accordance with the TERO legislation in effect at the time of award.

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

Withdrawal of Submittals: Any submittal may be withdrawn prior to the above scheduled due date. Any submittals received after the date and time specified shall not be considered. No Engineering firm may withdraw a submittal within 30 days after the actual due date. Any Engineering firm may modify their submittal at any time prior to the scheduled closing time for receipt of submittals, provided such communication is received in writing by the designated contact person for this RFQ prior to the closing time. No public opening will be held. All responses will be submitted based on the information contained in this RFQ. Unless a specific note is made to the contrary, the Nation will assume each submittal conforms to the terms and conditions contained herein. All deviations to any part of these terms and conditions must be submitted in writing and clearly identified. Any deviation deemed to be significant by the Nation will disqualify the submittal. Failure by Engineering firms 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 Engineering firm or firms and expects the Engineering firm or firms to perform the work. Should any Engineering firm 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 Engineering firm 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 Engineering firm.

Cost of Submitting Response: All costs in connection with the preparation and submission of a response will be paid by the firm. All responses submitted in response to this RFQ become the property of the Nation.

Confidentiality: It is understood any information submitted to the Engineering firm by the Nation in respect to this RFQ embodies certain proprietary information and is loaned on a confidential basis. Any information acquired at the Nation or otherwise relating to processes belonging to the Nation incorporated into this RFQ shall be kept confidential. The firm 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 to maintain complete confidentiality.

Debarment: By submitting a response to this RFQ, the firm 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 firm 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 RFQ for default.

Verification of Scope of Work: Each Engineering firm must inform themselves fully of the Scope of Work and all terms and conditions in this RFQ. Failure to do so will not relieve a successful firm 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.

Indemnity and 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 the enforcement of this contract.

Following are the insurance requirements for this contract:

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.
- Cyber Liability, with coverage sufficiently broad to respond to the duties and obligations as is undertaken by offeror and shall include, but not be limited to, claims involving infringement of intellectual property, including but not limited to infringement of copyright, trademark, trade dress, invasion of privacy violations, information theft, damage to or destruction of electronic information, release of private information, alteration of electronic information, extortion and network security.
\$1,000,000 per occurrence or claim/\$3,000,000 annual aggregate
- Professional Liability, covering professional services rendered under this contract.
\$1,000,000 each wrongful act/\$3,000,000 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. May be combined with Cyber Liability policy above
- 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/\$500,000
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.

Governing Laws and Contract: The Cherokee Nation will make this RFQ and the successful firm's submittal a part of the contract. This RFQ 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 RFQ or any subsequent contract, this statement shall control. This statement shall survive the completion or termination of any subsequent contract. By submitting a response to this RFQ, the firm agrees to these terms and conditions. In the event of any dispute which may affect this Agreement, the firm 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.

Evaluation Process: An Evaluation Committee of qualified persons will evaluate each submittal received. As part of the evaluation process, the Committee reserves the right to direct the Purchasing Department to contact responding parties with questions regarding the submittals. The Committee reserves the right to schedule presentations with prospective firms. Contractors may be asked to provide additional data or oral discussion for the purpose of addressing identified concerns or questions in the submittal, clarify any ambiguities, and discuss aspects of the project 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. The Evaluation Committee may or may not choose to select a short list, or may proceed to award based on the proposals submitted.

Nation's Right to Inspect: The Nation reserves the right to review and investigate thoroughly the establishment, facilities, equipment, business reputation and other qualifications of the firm and any proposed Subcontractors and to reject any submittal 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 review procedure throughout the life of the contract that may arise from this RFQ.

Evaluation Criteria:

The important threshold issues for the initial phase of the RFQ selection process are:

35% Firm qualifications and experience with similar projects involving tribal or local government and/or other governmental agencies. The firm should demonstrate that they have similar experience with other public assignments, demonstrate they have the resources needed to undertake on-call engineering services, and demonstrate they have a proven ability to implement projects quickly and cost effectively. The firm should also address the number of years working together as a team, the number of years in business, and the location of the firm.

20% Key staff that would be assigned to the Nation's project, and their project understanding and approach.

15% Ability to complete timely development reviews and to respond in an appropriate time frame to individual requests for services..

15% Thoroughness of material submitted, included the proposed work plan and the quality, amount and type of services provided.

9% Customer Service/Response to requests – ability to provide quick service response.

6% Indian preference. 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 submittals. To receive points during the evaluation process for Indian preference, the firm must demonstrate they will control, direct and perform a minimum of 51% of the Scope of Services outlined in this RFQ and the final Contract documents.

Each firm should submit a list of three recent references that reflect similar work as detailed in this RFQ.

The award of a contract will be made to the responsible, responsive Consultant or Consultants whose submittal and subsequent fee proposal is determined to be in the best interests of the Nation.

Award: An award or awards made as a result of this RFQ 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 submittal acceptable in terms of meeting RFQ requirements. The Nation reserves the right to accept or reject any and all submittals received and may negotiate with firms regarding the terms of their submittals or parts thereof. The Nation reserves the right to award a contract in the best interests of the Nation. All submittals associated with this RFQ become the property of the Nation. The Nation reserves the right to request additional information and/or presentations from responding firms as deemed necessary.

The Cherokee Nation may review any information and data they deem necessary to determine the ability of the firm to perform the work and the firm 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 firm fails to satisfy the Cherokee Nation such firm is properly qualified to carry out the obligations of the contract and to complete the work contemplated herein.

Media Announcements: Any and all media announcements pertaining to this RFQ or any subsequent award or awards require the Nation's prior written approval.

Drug Free and Tobacco Free Workplace:

1) Any firm performing work for the Cherokee Nation on the Nation's premises 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 firm's workplace and specifying the actions that will be taken against violators of such prohibition:

2) The firm 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 RFQ will be made by either party without the prior consent of the non-assigning party.

Audit/Examination/Retention of Records: The firm, 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.

REQUEST FOR QUALIFICATIONS

Broadband Network Engineering Services

Submittal

Print Name

Title

Company

Address

City, State, Zip

E-Mail Address

Telephone Number

Fax Number

Signature of Authorized Individual

Date