

**CHEROKEE NATION  
REQUEST FOR SEALED PROPOSAL**

**DESIGN & BUILD  
COMMUNICATION TOWERS**



**Purchasing Department on behalf of  
Government Resources**

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

# REQUEST FOR SEALED PROPOSAL (RFP) DESIGN/BUILD: COMMUNICATION TOWERS

## 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. The seat of tribal government is the W.W. Keeler Complex near Tahlequah, Oklahoma, capital of the Cherokee Nation. The Cherokee Nation (hereinafter "Nation") Reservation covers 14 counties in Northeast Oklahoma.

The Nation is requesting sealed proposals from interested, qualified companies to design and build fifteen (15) communication towers at various sites throughout the reservation. The scope of work, specifications, and coordinates are provided in this Request for Proposal (RFP) as Attachment A. Interested parties may bid on all sites or only a portion. The Nation reserves the right to award to multiple offerors and to set the construction sequence of the towers.

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

## General Information:

- Purpose of the Request for Proposal (RFP):** The NATION is soliciting detailed, sealed proposals from contractors interested in providing the outlined services for the NATION. The complete scope of work and specifications are included in this RFP in Attachment A.
- Business License Requirement:** All contractors must have a valid Oklahoma Business License prior to award of contract.
- Other Licenses and Registrations Requirement:** All contractors are required to hold any and all necessary applicable professional licenses and registrations required by law. Proof of professional licenses is required with the proposal. Obtaining and ensuring compliance to all licensing and registering requirements is the complete responsibility of the contractor.
- TERO CERTIFICATION & INFORMATION:** Indian preference will be given only to responding parties who provide proof of current certification from the Cherokee Nation Tribal Employments Office (TERO) located in Tahlequah, Oklahoma, telephone number (918) 453-5000. Proof of TERO certification must accompany and be included in sealed proposal submittal.

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

Please direct any questions for Cherokee Nation Tribal Employment Rights Office (T.E.R.O.) in written format by deadline, **February 20, 2024 by 5:00 pm CT** to email [shelly-mcclain@cherokee.org](mailto:shelly-mcclain@cherokee.org) as specified in this RFP. These questions will be addressed by TERO and included in any addendum issued by **February 27, 2024 by 5:00 pm CT.** on the website [www.cherokeebids.org](http://www.cherokeebids.org) with RFP announcement (reference sections 7 and 8).

5. **Conflict of Interest and Restrictions:** If any contractor, contractor's employee, subcontractor, or any individual working on the proposed contract may have a possible conflict of interest that may affect the objectivity, analysis, and/or performance of the contract, it shall be declared in writing and submitted to Cherokee Nation Acquisition Management (Attn: Shelly McClain) no later than **February 20, 2024 by 5:00 pm CT.** The NATION will determine in writing if the conflict is significant and material and if so, may eliminate the contractor from submitting a proposal.
  
6. **Verbal Instructions:** Interested parties shall not initiate or execute any negotiation, decision, or action arising from any verbal discussion with any Cherokee Nation employee. Only written communications from the designated Contact Person at Cherokee Nation may be considered a duly authorized expression on behalf of the NATION regarding this RFP. Additionally, only written communications from interested parties are recognized as duly authorized expressions on behalf of the vendor. The same instructions shall apply to any subsequent award and agreement communications.
  
7. **Contractor's Review and Questions:** Contractor's should carefully review this RFP for errors, questionable, or objectionable materials, and items requiring clarification. Contractor's shall put these comments and/or questions in writing and submit them to the Cherokee Purchasing Department (Attn: Shelly McClain) no later than **February 20, 2024 by 5:00 pm CT** at email [shelly-mcclain@cherokee.org](mailto:shelly-mcclain@cherokee.org).
  
8. **Addendum to the RFP:** The NATION reserves the right to issue written addendums to revise or clarify the RFP, respond to questions, and/or extend the due date of proposals. Any and all such interpretations and any supplemental instructions will be in the form of written addenda, and will be posted on the Nation's bid website [www.cherokeebids.org](http://www.cherokeebids.org) with the RFP announcement no later than **February 27, 2024 by 5:00 pm CT.** No interpretation of the proposal specifications will be made to any interest party orally. Failure to receive any issued addendum or interpretation shall not relieve responding party from any obligation contained in submitted proposal. All addenda so issued shall become part of the contract documents.

9. **Deadline for Receipt of Proposals:** Sealed Proposals may be mailed or hand delivered, as long as **one (1) clearly marked, single sided original, 10 copies and one (1) USB drive** are physically received by Shelly McClain no later than **March 05, 2024 by 5:00 pm CT.** Proposals received after this deadline will not be considered and will be returned unopened. Proposals must be addressed and delivered to the Office of Acquisition Management at the addresses specified in this RFP. No responding party may withdraw their proposal within 90 days after sealed proposal due date.

**Proposals must be received on or before March 05, 2024 by 5:00 pm CT to be considered. Proposals must be sealed and clearly marked “Sealed Proposal, Do Not Open: Communication Towers.” Proposals submitted by email or fax will not be accepted or considered for award.** The envelopes containing the proposals must be **sealed**, addressed to Cherokee Nation Purchasing Department. Proposals must be hand delivered (sent by carrier service **not** United States Postal Service) to Cherokee Nation Purchasing Department, Attn: Shelly McClain, 17665 S. Muskogee Avenue, Tahlequah, Oklahoma 74464. Proposals will be accepted from Indian and Non-Indian responding parties. Any proposal not received by the stipulated deadline will not be accepted and will be returned, unopened.

10. **Cancellation of the RFP:** The 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.
11. **Proposal Withdrawal and Correction:** A proposal may be corrected or withdrawn by a written request received prior to the date of opening proposals.
12. **Multiple Proposals:** The NATION shall not accept multiple proposals from the same contractor.
13. **Disclosure of Proposal Contents:** A proposal's content shall not be disclosed to other contractors.
14. **Retention of Proposals:** All proposals and other material submitted become the NATION's property and may be returned only at NATION's option.
15. **Cost of Proposal Preparation:** Any and all costs incurred by contractor's in preparing and submitting a proposal are the contractor's responsibility and shall not be charged to the NATION or reflected as an expense of the resulting contract.
16. **Delivery of Proposals:** NATION assumes no responsibility or liability for the transmission, delay, or delivery of proposals by either public or private carriers.
17. **Media Announcements:** Any and all media announcements pertaining to this RFP require the NATION's prior written approval.

- 18. Other Governmental Requirements:** It is the responsibility of the contractor to indicate within their proposal the applicability of any other federal, state, municipal, or other governmental statutes, regulations, ordinances, acts, and/or requirements.
- 19. Qualification of Responding Party:** The Nation may make such investigations as deemed necessary to determine the ability of the responding party to perform the work. The responding party shall furnish to the Nation all such information and data for this purpose upon request. The Nation reserves the right to reject any proposal if the evidence submitted by, or investigation of, such responding party fails to satisfy the Nation such responding party is properly qualified to carry out the obligations of the contract and to complete the work contemplated therein. Conditional proposals will not be accepted.
- 20. Binding Contract:** This RFP does not obligate the NATION or the selected contractor until a contract is signed and approved by both parties. If approved, it is effective from the date of final approval by the Contracting Officers. The NATION shall not be responsible for work done, even in good faith, prior to final approval of the proposed contract.
- 21. Concerns with the Special or General Provisions:** If a contractor has concerns with either the Special or General Provisions, they should put their comments and/or questions in writing and submit them to Cherokee Nation Purchasing (Attn: Shelly McClain) to [shelly-mcclain@cherokee.org](mailto:shelly-mcclain@cherokee.org) no later than **February 20, 2024 by 5:00 pm CT**. This will allow time for an addendum to the RFP to be issued, if required, to all recipients of the initial 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 Special or General Provisions of said contract. It is the intent of the NATION to utilize only the NATION'S terms and conditions for any subsequent agreement based on award from this RFP.

An award for this project will be made subject to available funding. Firms are cautioned that proposals should be submitted initially on the most favorable terms, from both a technical and cost standpoint.

- 22. Governing Laws and Contract:** The Cherokee Nation will make this RFP and the successful Contractor's proposal a part of the contract. This RFP and any subsequent contract and related documents shall be construed under the laws of the United States and where applicable, the Cherokee Nation. Nothing in this RFP, any subsequent documents or contract or related documents 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 RFP or any subsequent document or contract or related document, this statement shall control. This statement shall survive the completion or termination of any subsequent contract. 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. There will be no Arbitration, Mediations or Indemnification clauses, and the Nation will not waive sovereign immunity. By submitting a proposal in response to this RFP, the Contractor agrees to these terms and conditions.

**23. Laws and Regulations:** The offeror's attention is directed to the fact all applicable State Laws, municipal ordinances, and the rules and regulations of all authorities having jurisdiction over construction of 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.

This proposal and any subsequent award resulting in an 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 of any awarded 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.

Wage Rates: Awarded parties will be required to follow the applicable Davis-Bacon Wage scale and maintain wage rates paid to employees. Salary/wage scale reports shall be available to the Nation upon request. Department of Labor regulations regarding work hours and conditions per 40 U.S.C.A. §3702 & §3704 are applicable.

Buy American – Recovery Act provisions: The buy American provisions direct that all of the iron, steel, and manufactured goods used in the project are produced or manufactured in the United States for a project for the construction, alteration, maintenance or repair of a public building or public work. This Buy American provision is applicable only to iron, steel, and manufactured good brought to the construction site for incorporation into a public building or public work. Products that do not fit the definition of manufactured goods are not covered.

Cherokee Nation TERO law and fees are applicable to any future agreement(s).

**24. Environmental Protection:**

- If extraordinary or exceptional circumstances involving the National Environmental Policy Act (NEPA) and related environmental considerations are encountered in the project, or if there is any change in the project, which could change the project environmental determination, the Contractor agrees to stop construction in affected areas and to notify the NATION'S Project Inspector.
- The work covered by this section consists of furnishing all labor, materials, and equipment, and performing all work required for the prevention of

environmental pollution during, and as a result of, construction operations under this contract except for those measures set forth in other technical provisions of these specifications. For the purpose of these specifications, environmental pollution is defined as the presence of chemical, physical, or biological elements or agents which adversely affect human health or welfare; unfavorably alter ecological balances of importance of human life; affect other species of importance to man; or degrade the utility of the environmental pollution requiring consideration of air, water, and land, and involves noise and solid waste-management, as well as other pollutants.

- In order to prevent, and to provide for abatement and control of, any environmental pollution arising from construction activities of the Contractor and subcontractors in the performance of this contract, they shall comply with all applicable Federal, State, Local, Tribal laws, and regulations concerning environmental pollution control and abatement.
- The NATION will notify the Contractor of any observed non-compliance with the foregoing provisions. The Contractor shall, after receipt of such notice, immediately take corrective action. Such notice when delivered to the Contractor or his authorized representative at the site of the work shall be deemed sufficient for the purpose.
- If the Contractor fails or refuses to promptly take corrective action, the NATION may issue an order stopping all or part of the work until satisfactory corrective action has been taken. No part of the time lost due to any such stop orders shall be made the subject of a claim for extension of time, for excess costs or damages by the Contractor unless it was later determined the Contractor was in compliance.
- Compliance with the provisions of this section by subcontractors will be the responsibility of the Contractor.
- Prior to commencement of the work, the Contractor will discuss environmental protection with the NATION's Project Inspector to develop a mutual understanding relative to compliance with these provisions and administration of the environmental pollution control program.
- Protection of Land Resources:
  - The resources within the scope of work under this contract shall be preserved in their present condition or be restored to a condition after completion of construction that will appear to be natural and not detract from the appearance of the project. Insofar as possible, the Contractor shall confine his construction activities to areas defined by the plans or specifications. At the onset of ditch grading, topsoil shall be saved for use in restoring the ditch areas. Waste and borrow areas shall be leveled or trimmed to regular lines and shaped to provide a neat appearance. In all instances the restored area shall be well drained, so as to prevent the accumulation of stagnant water.
  - Except in areas shown on the plans or specified to be cleared, the Contractor shall not deface, injure, or destroy trees or shrubs, nor remove or cut them without special authority from the NATION.
  - Any trees or other landscape features scarred or damaged by the

Contractor's equipment or operations shall be restored as nearly as possible to original condition at the Contractor's expense.

- The Contractor shall obliterate all signs of temporary construction facilities such as haul roads, work areas, structures, foundations of temporary structures, stockpiles of excess or waste materials, or any other vestiges of construction, as directed by the Project Engineer or his representative. The disturbed areas shall be graded and filled as required sufficient topsoil shall be spread to provide minimum depth of four (4) inches of suitable soil for the growth of grass, and the entire area seeded.
- Protection of Water Resources:
  - The Contractor shall not pollute streams, lakes or reservoirs with fuel, oils, bitumens, calcium chloride, acids, construction wastes or other environmentally harmful materials. It is the responsibility of the Contractor to investigate and comply with all applicable Federal, State, County, Local and Tribe water laws concerning pollution of rivers and streams.
  - Special measures shall be taken to prevent chemicals, fuels, oils, bituminous materials, waste washings, and cement from entering drainage ditches.
  - The Contractor shall at all times perform all work and take such steps required to prevent any interference or disturbance to fish and wildlife. Fouling or polluting of water will not be permitted. Wash waters and wastes shall be processed, filtered, ponded, or otherwise treated pursuant to all applicable rules prior to their release into a river or other body of water.
  - No material shall be burned at the project site unless otherwise specified in the contract or authorized by the NATION and any other appropriate regulatory body.
  - The Contractor will be required to maintain all work areas within the project boundaries free from dust or debris that would cause a hazard or nuisance to others. Dust control shall be performed as the work proceeds and whenever a dust nuisance or hazard occurs.

**25. Safety Standards and Accident Prevention:** With respect to all work performed under the contract, the Contractor shall:

- Comply with the safety standards provision of applicable laws, building and construction codes and the "Manual of Accident Prevention in Construction" published by the Associated General Contractors of America, the requirements of the Occupational Safety and Health Act of 1970 (Public Law 91-596) and the requirements of Title 29 of the Code of Federal Regulations, Section 1518 as published in the "Federal Register", Volume 36, No. 75, Saturday, April 17, 1971.
- Exercise every precaution at all times for the prevention of accidents and the protection of persons (including employees) and property.
- Maintain at his office or other well known place at the job site, all articles necessary for giving first aid to the injured, and shall make standing arrangements for the immediate removal to a hospital or a doctor's care for

persons (including employees) who may be injured on the job site. Employees shall not be permitted to work at a job site before the employer has made a standing arrangement for removal of injured persons to a hospital or doctor.

**26. Construction Inspections:** The Contractor shall maintain an adequate inspection system and perform such inspections to ensure that the work performed under the contract conforms to contract requirements.

The Contractor shall maintain complete inspection records and make them available to the Nation.

All work is subject to the Nation's inspection and testing at all places and at all reasonable times before acceptance to ensure strict compliance with the terms of the contract.

The Nation's inspections are for the sole benefit of the Nation and do not:

- Relieve the Contractor of responsibility for providing adequate quality control measures;
- Relieve the Contractor of responsibility for damages to or loss of the material before acceptance;
- Constitute or imply acceptance; or
- Affect the continuing rights of the Nation after acceptance after the completed work.

The presence or absence of the Nation's Inspector does not relieve the Contractor from any contract requirement, nor is the inspector authorized to change any term or condition of the specification with the Nation's written authorization.

**27. Additional Terms and Conditions:** The NATION reserves the right to include additional terms and conditions during contract negotiations. However, these terms and conditions must be within the scope of the original RFP and will be limited to price, clarification, definition, and administrative and legal requirements.

**28. Contract Negotiations:** Upon completion of the evaluation process, contract negotiations may commence. If the selected contractor fails to provide the necessary information for negotiations in a timely manner, negotiate in good faith, or cannot perform the contract for any reason, including completion of the project within the amount of funds available for the project and/or as proposed, the NATION may terminate negotiations and negotiate with the next highest ranked contractor, or terminate award of the contract. The NATION shall not be responsible for costs incurred by the contractor resulting from contract negotiations.

**29. Expansion of Services:** The NATION reserves the right to expand services and add similar projects to services to be performed by successful party. Any expansion of service would be in the form of a contract addendum with specific site information provided.

## Terms and Conditions

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

**Acceptance of Business Associate Agreement:** Vendors must indicate willingness to establish agreement should it be necessary to access protected health information.

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

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

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

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

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

**Location of Project/Services:** Refer to coordinates provided in specification section.

**Term of Proposed Contract:** The NATION anticipates establishing a contract with the successful offeror with a performance period based on the sealed proposal submittal. Offerors are asked to include best completion timeline in business days within their proposal. Upon complete execution of agreement, a Notice to Proceed Letter will be provided specifying exact starting and ending dates for the project.

**General Responsibility:** The successful contractor will provide all necessary tools, equipment, parts, supplies, labor and supervision to provide services in RFP scope of work and specifications (Attachment A).

**Contractor's Compensation:** Compensation to the contractor shall be based on specific price and/or rates identified in the Contractor's proposal, as negotiated. This shall include any proposed subcontractor pricing.

**Subcontracts:** Contractor is solely responsible for fulfillment of the contract terms. NATION will make payments only to the Contractor. Contractor must identify in response to this RFP any subcontractors that may perform services on the project. Except for those subcontractors identified by the Contractor in response to the RFP, Contractor shall not subcontract any portion of the services to be performed under this contract without prior written approval of NATION. The NATION reserves the right to approve or disapprove any subcontractors.

Contractor shall notify NATION no less than ten (10) days in advance of its desire to subcontract and include a copy of the proposed subcontract with the proposed subcontractor. Any subcontract must be in writing and contain provisions consistent with the Contractor's obligations pursuant to this contract.

Approval of any subcontract shall not obligate NATION the subcontractor against NATION or its agents, employees, representatives, directors, officers, successors or assigns.

The Cherokee Nation, in giving such acceptance, assumes no responsibility in connection with the terms of the subcontract and their performance will be the responsibility of the Contractor. All sums due to any suppliers must be paid or will be paid within ten (10) days of receipt of any money received from the Cherokee Nation under any executed Agreement.

**Debarment, Suspension, Proposed Debarment, and Other Responsibility Matters:**

The responding party certifies to the best of its knowledge and belief that the person, the firm, or any of its principals are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency or Indian tribe. The offeror will also certify they have not, within a three-year period preceding this Request for Proposal, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, Local or Tribal) contract or subcontract; violation of Federal or State antitrust statutes relating to the submission of offers; or commissions of embezzlement, theft, forgery, bribery, falsifications or destruction of records, making false statements, and are not presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in this provision. The responding party certifies they have not, within a three-year period preceding this Request for Proposal, had one or more contracts terminated for default by a Federal, State, Local or Tribal agency.

**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.

**Indemnity and Insurance:** The Cherokee Nation assumes no responsibility for negligent acts of either the offeror or their employees; therefore, the offeror is responsible for obtaining the amount of professional liability 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.

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

\*\* Provide a Certificate of insurance naming the Cherokee Nation as a certificate holder and additional insured with respect to general liability, automobile liability, and builders risk policies, as their interest may appear with respect to the operations defined in this bid 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:

Worker's Compensation and Employer's Liability:

Limits of Liability:

Bodily Injury by Accident: \$1,000,000 each accident

Bodily Injury by Disease: \$1,000,000 policy limit

Bodily Injury by Disease: \$1,000,000 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.

General Liability:

Coverages:

Commercial General Liability (including products/completed operations) coverage consistent with ISO form CG 00 01 04 13. Nation shall be included as an additional insured, and the commercial general liability policy shall also include a waiver of subrogation in favor of Cherokee Nation of Oklahoma. Contractor's coverage shall be endorsed to be primary and non-contributory with respect to any insurance available to Nation. Where exposure exists, the policy shall include a Riggers' Liability endorsement.

Limits of Liability:

Each Occurrence: \$1,000,000 (each occurrence)

General Aggregate: \$2,000,000

Products/Completed Operations Aggregate: \$2,000,000

Professional Liability / Errors & Omissions Coverage:

Limits of Liability \$1,000,000 each claim; \$2,000,000 annual aggregate

Automobile Coverage:

Vehicles Covered:

All Autos

Hired Autos

Non-owned Autos

Limits of Liability:

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

Umbrella/Excess Liability:

Liability coverage in excess of the required insurance for Commercial General Liability, Commercial Auto Liability, and Employers' Liability.

Limits of Liability: \$2,000,000 each occurrence and annual aggregate

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

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

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

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

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

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

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

**Warranty Period:** The Contractor warrants that work performed under awarded contract conforms to all requirements and is free of any defect in equipment, material, design, or workmanship performed by the Contractor or any Subcontractor. This warranty shall continue for a period of one year from the date of final acceptance of the work. The Contractor shall remedy at the Contractor's expense any failure or defect within the one year warranty period.

**Security for Faithful Performance:** Simultaneously with his delivery of the signed contract, the Contractor shall furnish a surety bond or bonds as specified. Corporate sureties offered for bonds furnished with contracts performed for the Cherokee Nation must appear on the list contained in the Department of the Treasury Circular 570, "Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and Acceptable Reinsuring Companies." Before any work is commenced, the Contractor shall obtain a performance bond and payment bond to guarantee the faithful performance of this contract and payment for all labor and materials used in the work each in the full amount of the Contract price in a form and with sureties satisfactory to the NATION. The NATION will accept an irrevocable letter of credit from an established institution in lieu of the above bonds. This shall remain in effect until final acceptance by the NATION.

**Bonding Requirements:** Minimum requirement for bonding and insurance shall be as follows.

- a) A bid bond equal to five percent (5%) of grand total bid amount. A "bid bond" is one executed in connection with a bid offer to guarantee the contractor will enter into a contract if given the award. Only acceptable alternate in lieu of bid bond is a Cashier's Check.
- b) A performance bond on the part of the contractor for 100 percent (100%) of the contract price. A "performance bond" is one executed in connection with a contract to secure fulfillment of all the contractor's obligations under such contract.

- c) A payment bond on the part of the contractor for 100 percent (100%) of the contract price. A “payment” bond is one executed in connection with a contract to assure payment as required by law of all persons supplying labor and material in the execution of the work provided for in the contract.

**NOTE:** The payment and performance bonds will only be required of the successful Contractor, but must be in full effect before any work is done. The date of the bonds must not be prior to the date of the Contract. If the Contractor is a partnership, all partners must execute the bonds.

**Corporate sureties offered for bonds furnished with contracts performed for the Cherokee Nation must appear on the list contained in the Department of the Treasury Circular 570, “Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and Acceptable Reinsuring Companies.”**

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

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

## Review of Proposals

1. **Proposal Format:** Sealed Proposals may be mailed or hand delivered, as long as one (1) clearly marked, single sided original, 10 copies and one (1) USB drive of the complete proposal are physically received by Shelly McClain no later than **March 05, 2024 by 5:00 pm CT.**
2. **Table of Contents:** The proposal will have a table of contents with page numbers and pages numbered throughout the proposal.
3. **Mandatory Information:**
  - 1) Preparation Outline (Attachment B);
  - 2) The contractor's name and address (Attachment C);
  - 3) Statement that indicates the proposal is valid for at least 90 days from the proposal submission deadline (Attachment C);
  - 4) Statement that indicates the contractor's willingness to perform the services described in this RFP (Attachment C);
  - 5) Statement that indicates the number of calendar days to complete a tower (Attachment C);
  - 6) Signature of authorized individual that can bind the contractor (Attachment C);
  - 7) Previous Work History/Experience (Attachment D);
  - 8) Non-Collusive Affidavit Form (Attachment E);
  - 9) Statement Providing Indian Preference in Employment & Training (Attachment F);
  - 10) Statement Providing Indian Preference in Subcontracting (Attachment G);
  - 11) Proposed Scheduled Construction Plan if bidding multiple sites;
  - 12) Photos or drawings of previous projects listed on Attachment D;
  - 13) TERO Certificate (if applicable);
  - 14) Bid Bond or Cashier's check.
4. **TERO CERTIFICATION:** Indian preference will be given only to responding parties who provide proof of current certification from the Cherokee Nation Tribal Employments Office (TERO) located in Tahlequah, Oklahoma, telephone number (918) 453-5000. Indian preference will be applied in accordance with Cherokee Nation Acquisition Management Policy and Procedures. Proof of TERO certification must accompany and be included in proposal submittal.
5. **Responsiveness:** Prior to evaluation, each proposal shall be reviewed to determine whether or not it is responsive. Nonresponsive proposals shall be eliminated and will not be evaluated. Factors that may result in a proposal being declared nonresponsive are:
  - a. Not providing evidence of meeting the Minimum Requirements.
  - b. Substantive and material conflicts of interest which were not declared and/or were declared and determined to be significant enough that the NATION requested the potential contractor not submit a proposal.

- c. Substantive and material noncompliance to requirements of the RFP proposal submission guideline.
  - d. Not providing a price or timeline, if applicable.
6. **Evaluation Process:** An evaluation committee shall evaluate responsive proposals. Each proposal shall be independently evaluated by each member of the evaluation committee. The evaluation will be based on the evaluation factors and values stated in this RFP. Discussions, presentations, and/or site visits, if held, may result in individual evaluation committee members changing their scores. Evaluation factors not specified in this RFP may not be considered.
7. **Evaluation Factors:** The evaluation factors are listed below and must be clearly stated and addressed and stated in the sealed proposal.

The Evaluation Factors and the value of each are:

EVALUATION FACTORS – MUST BE ADDRESSED IN SEALED PROPOSAL	POINTS
1. Experience with similar projects	30
2. Compliance with Technical Specifications	20
3. Cost	20
4. Timeline to Complete	20
5. Compliance with FAA & FCC Regulations	10
6. Indian Preference – TERO Certification (certificate must be included with proposal).	10
<b>TOTAL</b>	<b>110</b>

**Notice of Award:** After award of Contract, award information will be posted on the Nation's website [www.cherokeebids.org](http://www.cherokeebids.org) with RFP announcement.

# **ATTACHMENT A**

## **SCOPE OF WORK, SPECIFICATIONS, DRAWINGS**

# SCOPE OF WORK, SPECIFICATIONS, DRAWINGS

## Request for Proposal: Design, Acquisition, and Construction of Communication Towers

### Introduction

The Cherokee Nation seeks proposals from qualified firms for designing, acquiring material, and constructing 15 communication towers on the Cherokee Reservation in Oklahoma.

### Project Description

The project involves the construction of 15 lattice towers, each with a height of 195 ft, and developing the complete tower sites. The construction includes tower materials, tower foundations, shelters, HVAC, UPS, generators, fuel tanks, and fencing around the sites. The towers must meet TIA-222-H Category 3 specifications and Motorola R56 standards for grounding. The towers must be built to the manufacturer's specifications for each tower. Ground clearing and soil testing must be included in the proposal.

The towers will be used for multiple purposes. They will provide a private LTE system for fixed wireless covering over six thousand unserved residential and business locations on the reservation. A second use will be for commercial carriers (AT&T, Verizon, T-Mobile) to rent space and provide mobile cellular service to the area.

Each tower and tower site should be monitored 24x7 by remote cameras and door entry sensors. Security and sensor telemetry data will be backhauled to the Nation Network Operations Center.

Below are the approximate locations for each tower.

Site name	Latitude	Longitude	Height(ft)
Belfonte-Nicut	35.5629	-94.5599906	195
Bell	35.7166023	-94.6106274	195
Brent	35.3539985	-94.772735	195
Brushy	35.5530485	-94.7429207	195
Chewey	36.1052996	-94.7662825	195
Christie	35.9506436	-94.6911724	195
Dry Creek	35.7280595	-94.8389629	195
Eucha	36.3924916	-94.8798424	195
Greasy	35.6664165	-94.6933244	195
Marble City	35.5799777	-94.8224907	195
Oak Hill-Piney	36.3814302	-94.7244315	195
Oaks	36.1636041	-94.8583044	195
Proctor	35.9654608	-94.7752469	195
Taiholt	35.837105	-94.8398806	195
Vian	35.5114067	-94.9682346	195

## **Project Responsibilities**

The Cherokee Nation (Nation) will provide:

1. The Nation will provide land for the towers.
2. The Nation will provide each tower with a fiber optic network connection.
3. The Nation will provide local permits to build the tower.
4. The Nation will obtain FRN numbers from the FCC and notify the FCC of tower construction.
5. The Nation will file FAA form 7460-1 to obtain a No Hazard Determination.
6. The Nation will be responsible for the environmental applications for all tower sites.

The qualified firm (The Firm) will provide:

1. The galvanized steel tower sections.
2. The labor to construct the tower.
3. The Safe Climbing System for each tower.
4. All brackets and fixtures to attach the antennae required for up to 3 commercial carrier systems and one private LTE system.
5. Ground Clearing at the tower sites.
6. Soil testing for each location.
7. Shelter (10x20 Ft) for each tower site.
8. Uninterruptible power supply capable of 15 minutes at full load.
9. Transfer switch to go from Commercial A/C to generator and back.
10. Generator with the capacity (at least 50 Kw) to support all the above-listed systems per tower.
11. Fuel Tank with capacity to power generator for 72 hours per tower.
12. A 7-foot-high fence around the tower site with lockable access doors.
13. Electrical connections that can produce at least 50 Kw per tower.
14. Roads to access tower location if needed.
15. Testing all towers, including physical inspections, ground testing, security fencing, electrical connections, and generator operation.
16. Site security plan, including 24/7 monitoring of each site and interface to NOC systems.
17. Create As-Builts of all tower sites, including shelters, generators, fuel tanks and fencing.
18. An Ice bridge between the shelters and towers.
19. Restoration and cleaning of the tower site and adjacent areas, including replacing native foliage around tower foundations.

## **Regulatory Compliance**

The towers must meet all required Federal Aviation Administration (FAA) and the Federal Communications Commission (FCC) registrations. The towers are under 200 Feet and should only be registered in the FCC/FAA databases if they are in an active flight path.

All local tribal, county and Oklahoma state regulations for commercial tower construction must be adhered to.

### **Project Deliverables**

1. Provide a detailed design for each tower and tower site. Present to Nation management for approval.
2. Construct 15 functional 195 ft lattice towers with foundations, shelters, HVAC, generators, UPS, fuel tanks, and fencing.
3. Provide As-builts for each tower and tower site.
4. Have a signoff from a Registered Professional Engineer for each tower.

### **Proposal Requirements**

Interested firms are requested to submit a comprehensive proposal that includes:

- Detailed design of the towers, shelters, UPS, and Generators.
- Costs for acquiring necessary materials, equipment, and construction. Costs should be listed on a per-tower basis.
- Estimated construction timeline and methodology per tower.
- Plan for ground clearing and soil testing.
- Site security and site monitoring plan.

### High Level Design - Cherokee Nation

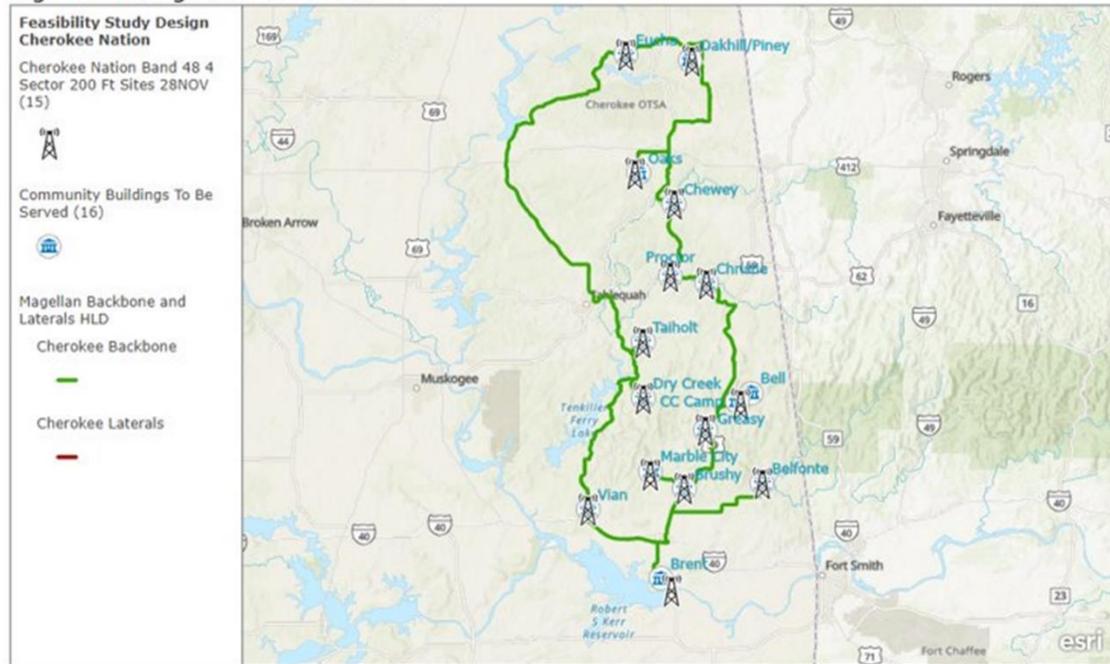


Figure 1 Cherokee Nation Fiber Backbone and Towers

**ATTACHMENT B**  
**PREPARATION OUTLINE FORM**  
**MANDATORY DOCUMENT**

**PREPARATION OUTLINE  
MANDATORY DOCUMENT**

The following information must be submitted and signed as indicated with sealed proposal. All information must be submitted for sealed proposal to be considered responsive and reasonable to enable all rating criteria outlined to reviewed and rated.

1. Preparation Outline - Attachment B, this form must be signed & dated.
2. Mandatory Response Form - Attachment C of RFP packet
3. Previous Work History Form – Attachment D of RFP packet
4. Non-Collusive Affidavit Form – Attachment E of RFP packet
5. Statement Providing Indian Preference In Employment & Training – Attachment F of RFP packet
6. Statement Providing Indian Preference In Subcontracting – Attachment G of RFP packet
7. Proposed Scheduled Construction Plan if bidding multiple sites
8. Photos or drawings of previous projects listed on Attachment D
9. TERO Certification (If applicable, to be provided by bidder)
10. Bid Bond or Cashier's Check

**SPECIAL INSTRUCTIONS**

**\*\*Be advised that all responsive proposals will be evaluated as outlined in this solicitation packet.**

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
Company Name

\_\_\_\_\_  
Date

**ATTACHMENT C**  
**MANDATORY RESPONSE FORM**  
**MANDATORY DOCUMENT**

**MANDATORY RESPONSE FORM  
SEALED PROPOSAL INFORMATION  
COMMUNICATION TOWERS**

The Offeror agrees to perform all work as outlined in the RFP documents for the Cherokee Nation. Offeror agrees to hold proposal valid for 90 days from the submission deadline. The Offeror agrees to furnish all labor, licenses and materials, administration, services, supplies, equipment, transportation and quality control necessary to design and construct communication towers at various locations, for the sum of:

<b>LOCATION</b>	<b>BID AMOUNT</b>
• Belfonte-Nicut	\$ _____
• Bell	\$ _____
• Brent	\$ _____
• Brushy	\$ _____
• Chewey	\$ _____
• Christie	\$ _____
• Dry Creek	\$ _____
• Eucha	\$ _____
• Greasy	\$ _____
• Marble City	\$ _____
• Oak Hill-Piney	\$ _____
• Oaks	\$ _____
• Proctor	\$ _____
• Tailholt	\$ _____
• Vian	\$ _____

**MANDATORY RESPONSE FORM  
SEALED PROPOSAL INFORMATION  
COMMUNICATION TOWERS**

**GRAND TOTAL:** \$ \_\_\_\_\_

**Time to complete per tower:** \_\_\_\_\_  
**(Calendar Days)**

Proposed Scheduled Construction Plan if bidding multiple sites must be included if bidding multiple sites. Included: \_\_\_\_\_ Yes \_\_\_\_\_ No

Work History/Experience Form Attachment D Included: \_\_\_\_\_ Yes \_\_\_\_\_ No

Photos or Drawings for projects listed in Attachment D Included: \_\_\_\_\_ Yes \_\_\_\_\_ No

**NOTE TO BIDDERS REGARDING INDIAN PREFERENCE: (Check One)**

TERO Certified Contractor: \_\_\_\_\_ Yes \_\_\_\_\_ No  
(Proof of certification must accompany all bids)

Major Cherokee Employer: \_\_\_\_\_ Yes \_\_\_\_\_ No  
(Bidder must contact TERO at 918-453-5000 for this preference)

**SUBMITTED:**

\_\_\_\_\_  
Company Name

\_\_\_\_\_  
Company Address

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Print Name & Title

**ATTACHMENT D**

**PREVIOUS WORK HISTORY/EXPERIENCE FORM**

**MANDATORY DOCUMENT**

# PREVIOUS WORK HISTORY FORM

Employer/Company name, address, phone & fax	Contract Amount	Contract start and completion dates	Describe type of work performed/completed	Disclosures	Contractor's Current and previous vendors – give address and phone/fax
<b>Please attach additional sheets as required to sufficiently provide a minimum of three (3) years work History. Or, responding party can use their own form, but it must be clearly marked PREVIOUS WORK HISTORY,</b>					

**NOTE:**  
 This form is a required submission from each bidder/offeror and is the Nation’s documentation to determine responsible bidders/offerors.

In the spaces below, complete all information requested, providing all telephone numbers and any available facsimile numbers for all employers, companies and vendors listed.

In the disclosure space, enter any defaults, assignments or foreclosures

**ATTACHMENT E**  
**NON-COLLUSIVE AFFIDAVIT**  
**MANDATORY DOCUMENT**

NON-COLLUSIVE AFFIDAVIT  
MANDATORY DOCUMENT

State of \_\_\_\_\_

County of \_\_\_\_\_

\_\_\_\_\_ being first duly sworn, deposed and says that he/she is a partner or officer of the firm of \_\_\_\_\_, the party making the foregoing proposal or bid, that such proposal or bid is genuine and not collusive or sham; that said bidder has not colluded, conspired, connived or agreed, directly or indirectly, with any bidder or person, to put in a sham bid or to refrain from bidding, and has not in any manner, directly or indirectly, sought, by agreement or collusion, or communication or conference, with any person to fix the bid price of affiant or any other bidder, or to fix overhead, profit or cost element of said bid price, or that of any other bidder, or to secure any advantage against the Cherokee Nation, or any person interested in the proposed contract; and, that all statements in said proposal or bid are true.

**Signed:** \_\_\_\_\_

**(Bidder, if the bid is an individual;  
Partner, if the bid is a partnership;  
Officer, if the bid is a corporation)**

**Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.**

**My commission expires \_\_\_\_\_, 20\_\_.**

\_\_\_\_\_  
**Notary Public Signature**

\_\_\_\_\_  
**Commission Number**

**ATTACHMENT F**

**STATEMENT  
PROVIDING INDIAN PREFERENCE  
IN EMPLOYMENT & TRAINING**

## **Statement on Providing Indian Preference In Employment and Training Opportunities**

The Cherokee Nation has determined that all bidders this solicitation shall to the greatest extent feasible comply with Indian Preferences in providing training and employment opportunities.

Detail your employment and training opportunities and plans to provide preference to Indians in implementing the contract:

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Provide the number or percentage of Indians anticipated to be employed and trained.

---

If less than 100% Indian for new hires explain why:

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---

Provide a list of all core crew (permanent full-time employees) members:

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---

---

Describe the methods that will be used to train Indian employees\_\_\_\_\_

---

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**Comparable statements from all subcontracts must be submitted.**

\_\_\_\_\_  
**Company Name**

\_\_\_\_\_  
**Signature**

\_\_\_\_\_  
**Date**

**ATTACHMENT G**

**STATEMENT  
PROVIDING INDIAN PREFERENCE  
IN SUBCONTRACTING**



**ATTACHMENT H**

**ADDITIONAL MANDATORY/REQUIRED  
DOCUMENTS**

**ITEMIZED**

- **PROPOSED SCHEDULED CONSTRUCTION PLAN**
- **PHOTOS OR DRAWINGS OF PROJECTS LISTED ON PREVIOUS WORK HISTORY FORM (Attachment D)**
- **TERO CERTIFICATE (if applicable)**
- **BID BOND or CASHIER'S CHECK**