

**CHEROKEE NATION
REQUEST FOR PROPOSAL**

**FOR AIR MONITORING EQUIPMENT,
SUPPLIES, & SERVICES**



**Acquisition Management
On Behalf of the
Environmental Programs**

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

REQUEST FOR PROPOSAL

For Air Monitoring Equipment, Supplies, and Services

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 right to self-governance. The seat of tribal government is the W.W. Keeler Complex near Tahlequah, Oklahoma, capital of the Cherokee Nation. The jurisdictional area of the Cherokee Nation (hereinafter referred to as Nation) covers 14 counties in Northeastern Oklahoma. The Nation's Environmental Programs is dedicated to securing and enhancing the financial well-being of people, businesses, and communities located throughout the jurisdictional area.

The Nation is seeking proposals from interested parties with qualifications, credentials, and previous experience providing air monitoring equipment, supplies and services to several sites for organizations similar in size and scope. The service timeframe will extend from date of fully executed agreement with successful party through **September 30, 2023** with the option to renew additional **3 years** based upon satisfactory performance, funding, availability and mutual agreement of both parties. Complete information regarding the scope of work and specifications are provided in this Request for Proposal (RFP).

The Nation will be accepting 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 Cherokee Nation Acquisition Management Policy and Procedures. Proof of TERO certification must accompany and be included in proposal submittal.

General Information:

1. **Purpose of the Request for Proposal (RFP):** The NATION, is soliciting detailed, proposals from contractors interested in providing social media marketing plans as outlined in this RFP for the NATION. The complete scope of work and specifications are included in this RFP.
2. **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.
3. **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 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.

Please direct any questions for Cherokee Nation Tribal Employment Rights Office (T.E.R.O.) in written format by deadline, **June 14, 2023 by 5:00 p.m.** to email pam-jumper@cherokee.org as specified in this RFP. These questions will be addressed by TERO and included in any addendum issued by **June 16, 2023 by 5:00 p.m.** on the website www.cherokeebids.org with bid announcement (reference section 8 and 9).

4. **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 Acquisition Management* (Attn: Pam Jumper) no later than **June 14, 2023 by 5:00 p.m.** The NATION will determine in writing if the conflict is significant and material and if so, may eliminate the contractor from submitting a proposal.
5. **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.
6. **Contact Person:** Any additional information required or questions regarding this RFP should be submitted, by specified deadline, in written format only to Cherokee Acquisition Management, Pam Jumper, by email to pam-jumper@cherokee.org in the email subject line list: RFP –For Air Monitoring Equipment, Supplies, and Services.
7. **Deadline for Receipt of Proposals:** Proposals may be e-mailed to Pam Jumper at pam-jumper@cherokee.org and the subject line must reference "RFP – **FOR AIR MONITORING EQUIPMENT, SUPPLIES, AND SERVICES**" no later than **June 22, 2023 by 5:00 p.m.** Proposals received after this deadline will not be considered and will not be considered for award. No responding party may withdraw their proposal within 90 days after sealed proposal due date.
8. **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 Acquisition Management (Attn: Pam Jumper) no later than **June 14, 2023 by 5:00 p.m.** to pam-jumper@cherokee.org in the email subject line list: RFP – For Air Monitoring Equipment, Supplies and Services.
9. **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 with bid announcement no later than **June 16, 2023 by 5:00 p.m.** 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.

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 contractor's.
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 Acquisition Management (Attn: Pam Jumper) no later than **June 14, 2023 by 5:00 p.m.** 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. 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.

24. 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.

Terms and Conditions

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

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 upon the Nation's request.

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 Pam Jumper, at pam-jumper@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 Services: Please review the scope of work for the location of services on page 13 of this bid packet.

Term of Proposed Contract: NATION anticipates establishing a contract with a performance period ending **September 30, 2023** with the option to renew based upon satisfactory performance, funding, availability, and mutual agreement of both parties through **September 30, 2026**

General Responsibility: The successful contractor will provide all necessary tools, equipment, parts, supplies, labor and supervision to provide the services as outlined in this RFP scope of work.

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 bidder 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 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 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.

- Listed coverage is preferred, but optional.

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.

- Listed coverage is preferred, but optional.

Automobile Liability, including hired and non-owned auto
\$300,000 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.

- Will accept Certificate of Non-Coverage from individual with no employees.

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.

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 Pam Jumper, Cherokee Nation Purchasing.

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.

Ownership of Proposals: All documents submitted in response to this RFP shall become the property of the Cherokee Nation. 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:** Proposals must be single sided/double spaced original (excluding staff resumes and references) and may be emailed to Pam Jumper at pam-jumper@cherokee.org. The email submission must reference "RFP: **For Air Monitoring Equipment, Supplies and Services**" in the subject line. Proposals must be received no later than **June 22, 2023 by 5:00 p.m.**
2. **Table of Contents:** The proposal will have a table of contents with page numbers and pages numbered throughout the proposal (see specifics under Specifications Section).
3. **General Information:** Brief introduction which includes (see specifics under Specifications Section):
 - 1) The contractor's name and address;
 - 2) Statement that indicates the proposal is valid for at least 90 days from the proposal submission deadline;
 - 3) Statement that indicates the contractor's willingness to perform the services described in this RFP;
 - 4) Proof of any other licenses and/or registrations as required by this RFP.
 - 5) A statement that all staff and other resources which are required to perform the services described in this RFP will be made available by your organization over the life of the anticipated contract;
 - 6) Statement that the signatory has authority to bind the contractor; and
 - 7) Signature of authorized individual.
4. Specific requirements listed in the Specifications provided by the Nation's Commerce Department in this RFP must be included in responses.
5. **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.
6. **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, if applicable.
7. **Evaluation Process:** An evaluation committee consisting of NATION employees 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.

8. **Evaluation Factors:** The evaluation factors are listed below and must be clearly stated and addressed in the proposal.

<u>SPECIFICATIONS</u>	<u>POINTS</u>
Cost for Equipment/Supplies	30
Costs for Services	30
Time in Business/Experience with Tribes/Community Groups	20
Sustainability Practices	10
Indian Preference – TERO Certification must accompany response	10
TOTAL	100

9. **Notice of Award:** After award of Contract, award information will be posted on the Nation's website www.cherokeebids.org with RFP announcement.

REQUEST FOR PROPOSAL

Air Monitoring Equipment, Supplies, and Services

SPECIFICATIONS PROVIDED BY ENVIRONMENTAL SERVICES

SCOPE OF SERVICES

Cherokee Nation has established a network of four monitoring stations: three fixed locations on lands of the Cherokee Nation and one mobile monitoring station that rotates between tribes in Region 6. These stations monitor criteria pollutants and a variety of other pollutants, including mercury and passive ammonia. Cherokee Nation currently participates in five EPA national program initiatives: the Clean Air Status and Trends Network (CASTNET); Interagency Monitoring of Protected Visual Environments (IMPROVE); the Mercury Deposition Network (MDN); the Mercury Litterfall Network (MLN); and the Ammonia Monitoring Network (AMoN). Cherokee Nation also operates an NCore site at its rural CASTNet site near Stilwell.

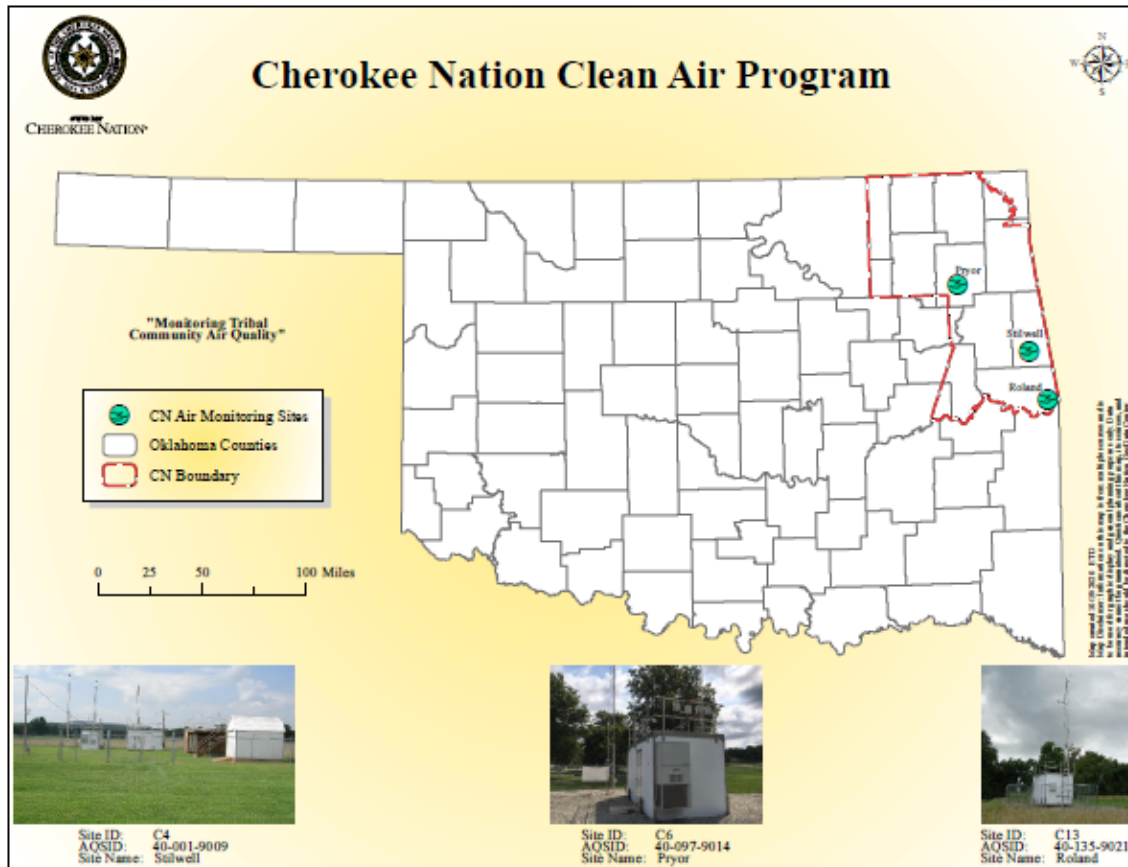


Figure 1

The Cherokee Nation has received funds as part of the Enhanced Air Quality Monitoring for Communities grant to perform VOC monitoring with low-cost sensors in the vicinity of our Pryor air monitoring site, and to operate a combined ozone + VOC sensor at our Stilwell monitoring site (after comparing data against our existing continuous monitors, we plan to use the equipment for outreach/special studies). The project duration is three years.

We are requesting quotes for the following equipment/supplies/services:

An ambient air monitoring package that includes measurements using a FEM ozone monitor, plus CO₂, CO, PM₁/PM_{2.5}, and total VOC sensors that fit inside a ventilated, mountable outdoor enclosure. The power requirement should be 15 watts or less. There should be an option to upload data to the Cloud via cellular access.

Pricing should include the option for cellular communication service and data access for the duration of the project.

We also require **two** compact, outdoor enclosures that contain the following air pollution sensors: CO, CO₂, PM₁/PM_{2.5}, and total VOCs. The power requirements should be less than 2.5 watts for each unit. There should be an option to upload data to the Cloud via cellular access. Pricing should include the option for cellular communication service and data access for the duration of the project.

Preferred sensor specifications:

Carbon dioxide (CO₂)

Measurement Range: 0-5000 ppm

Accuracy: 400-5000 ppm: ± 30 ppm, ± 3% of reading

Response Time: < 3 min for 90% step change

Carbon Monoxide (CO)

Measurement Range: 0-500 ppm

Precision: contact 2B Tech for information

Response Time: < 30 s for a 10-ppm step change

Nitrogen Dioxide (NO₂)

Measurement Range: up to 20 ppm

Noise (±2 SD): ±15 ppb equivalent

Response Time: < 80 s from 0 to 2 ppm NO₂

Particulate Matter (PM₁, PM_{2.5})

Particle Size Range: 0.3-10 µm

Mass Concentration Range: 0-999 µg/m³

Count Accuracy: 50% @ 0.3 µm, 98% @ ≥ 0.5µm

Response Time: < 10 s

Total VOCs

Measurement Range: 0 to 3 ppm

Minimum Detection Limit: 0.5 ppb

Response Time: < 12 s

Sensitivity: > 600 mV per ppm

Sulfur Dioxide (SO₂)

Range: up to 50 ppm

Noise (±2 SD): ±15 ppb equivalent

Response Time: < 20 s from 0 to 2 ppm SO₂

Please include the cost for either replacing sensors or sending sensors back for calibration as per the recommended maintenance schedule over the three-year project duration.

Please include the cost for necessary supplies over the three-year duration (filters, scrubbers, etc.).

All expenses should be included in quoted price. Requested equipment receipt timeline is July 31st, 2023.

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**)

Total cost to perform for air monitoring equipment, supplies and services to several sites as per the terms and conditions of this Request for Proposal:

\$ _____

=====

BID RESPONSE

Time to complete each report: _____

(Calendar days) (not sure if this is needed)

Signature: _____

Printed Name: _____

Company Name: _____

TERO Certified: _____ Yes _____ No

Mark appropriate area

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

Work to be subcontracted to another company: ___ Yes ___ No

If yes, percentage of work to be completed by subcontractor: _____

Joint Venture: _____ Yes _____ No

Name of subcontractor(s): _____

ATTACHMENT B **Indian Preference Policy**

Cherokee Nation Indian Preference Policy In Contracting

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

Section 7(b) states:

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

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

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

ATTACHMENT C
SAMPLE Contract

SAMPLE
CHEROKEE NATION
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**, 2023, through **end date**, 2026, 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 McClain
Director of Acquisition Management

Date