

Sault Tribe Broadband Consultant Request for Proposal (RFP)

Project # 24-068



**BID OPENING LOCATION AND DATE:
3:15 p.m. Local Time, Friday, April 26, 2024
Purchasing Department,
2186 Shunk Road,
Sault Ste. Marie, MI 49783**

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Sault Tribe Purchasing Department
2186 Shunk Road
Sault Ste. Marie, MI 49783
(906) 635-7035



DATE: Friday, April 19, 2024
TO: Broadband Consulting Companies
RE: Request for Proposal (RFP) Due **Friday, April 26, 2024 3:15 p.m.** for
a Broadband Consultant

RFP SYNOPSIS #24-068

Attached is a Request for Proposal (RFP) for a Broadband Consultant for the Sault Ste. Marie Tribe of Chippewa Indians ("The Tribe").

- The Sault Tribe Broadband Consultant Project # 24-068 RFP package will be available from the Sault Tribe Purchasing Department ("Purchasing Department") starting Friday, April 19, 2024 upon request by email to MMacDonald@saulttribe.net. Bidders using Sault Tribe Broadband Consultant Project # 24-068 RFP packages not obtained from the Sault Tribe Purchasing Department risk not receiving necessary addenda, eliminating their bid from consideration.
- Questions regarding Sault Tribe Broadband Consultant Project # 24-068 RFP **must be emailed** to the Sault Tribe Purchasing Department to MMacDonald@saulttribe.net. Responses will be sent electronically to all bidders. The deadline for questions regarding the Sault Tribe Broadband Consultant Project # 24-068 RFP is Wednesday, April 24, 2024.
- Sealed bid envelopes must be labeled with the words:

"SEALED BID ENCLOSED – SAULT TRIBE BROADBAND CONSULTANT PROJECT # 24-068 "

- Sealed and labeled bid packages **must be mailed or delivered in person** to the address below:

**Sault Tribe Purchasing Department
ATTN: Marissa MacDonald
2186 Shunk Road
Sault Ste. Marie, MI 49783**

Bid packages submitted by facsimile or email will not be considered.

- **Bids must be received** at the Sault Tribe Purchasing Department no later than **3:15 p.m. Local Time Friday, April 26, 2024**. Bids must be complete at time of submission prior to bidding deadline to be considered a responsive bid. Incomplete or late proposals will not be considered.
- **Public video recorded bid opening** will be conducted at **3:15 p.m. Local Time Friday, April 26, 2024** at the Purchasing Department, 2186 Shunk Road, Sault Ste. Marie, MI 49783.
- *The Sault Ste. Marie Tribe of Chippewa Indians reserves the right to accept and / or reject any or all bid proposals for any reason whatsoever it deems appropriate.* A bid shall constitute an irrevocable offer for a period of sixty (60) days from the bid opening date or until date of award, whichever is earlier. In the event that an award is not made by the Sault Tribe within sixty (60) days from the bid opening date, the bidder may withdraw the bid or provide a written extension of the bid.

PROJECT INTRODUCTION

The Sault Ste. Marie Tribe of Chippewa Indians is a federally recognized Indian Tribe located in the Eastern Upper Peninsula of Michigan. It is the mission of the Purchasing Department to acquire goods and services for the Sault Ste. Marie Tribe of Chippewa Indians and its entities at the lowest possible cost consistent with the quality required. Service requirements, delivery schedules and payment terms play a crucial role in the decision of the vendor chosen.

Project Name: *Sault Tribe Broadband Consultant Project*

Project Number: 24-068

1.1 Requirements

In accordance with the terms and conditions of the Contract, the Consultant shall perform the work of this Request for Proposal (RFP) for the Sault Ste. Marie Tribe of Chippewa Indians (The Tribe) as described below.

The Consultant shall perform the Work in compliance with applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities. If the Broadband Consultant performs Work contrary to applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities, the Broadband Consultant shall assume responsibility for such Work and shall bear the costs attributable to correction. The most stringent of applicable laws, statutes, ordinances, codes, rules and regulations or lawful orders of public authorities shall apply and prevail.

1.1.1 Certification from Debarment

The Consultant must provide a Certification from Debarment form for the contractor and each of its subcontractors under this contract with its bid.

In connection with the performance of work under this contract, the Contractor shall not subcontract with a subcontractor who, at the time of the subcontract award, is listed on the List of Parties Excluded from Federal Procurement or Non-procurement programs, unless authorized by the Government in accordance with Subpart 9.4 of the Federal Acquisition Regulations.

In accordance with FAR Clause 52.209.5 "Certification Regarding Debarment, Suspension, Proposed Debarment, and Other Responsibility Matters", the Consultant shall provide the Tribe with the required certification from all proposed subcontractors to the Tribe for review, prior to the contract being executed. The Certification from Debarment form must be submitted with the bid.

1.1.2 Insurance Requirements

1.1.3 Insurance Requirements

A. Insurance Requirements: The following insurance requirements must be submitted to Sault Tribe prior to commencement of any work on the Minimum Scope of Insurance Coverage

Coverage shall include:

Professional Liability Insurance.

2. Errors and Omissions insurance

B. Minimum Limits of Insurance CONTRACTOR shall maintain limits no less than:

1. Professional Liability: \$1,000,000.00 per occurrence.

2. Errors and Omissions \$500,00.00 per occurrence

C. Deductibles and Self-Insured Retentions

Any deductibles or self-insured retentions must be declared to and approved by the Tribe.

D. Other Insurance Provisions

The Professional Liability and Errors and Omissions insurance policies are to contain, or be endorsed to contain, the following provisions:

1. The Sault Tribe, 523 Ashmun, Sault Ste. Marie, MI 49783, its agents, officers, officials, employees and volunteers are to be named as additional insured's.

2. For any claims related to this project, the CONTRACTOR's insurance coverage shall be primary insurance as respects the Tribe, its agents, officers, officials, employees and volunteers. Any insurance or self-insurance maintained by the Tribe, its agents, officers, officials, employees or volunteers shall be excess of the CONTRACTOR's insurance and shall not contribute with it.

3. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be cancelled or reduced by either party or modified in any way, except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the Tribe.

E. Waiver of Subrogation

The Professional Liability and Errors and Omissions Liability policies are to be endorsed with a waiver of subrogation. The insurance company, in its endorsement, agrees to waive all rights of subrogation against the Tribe, its agents, officers, officials, employees and volunteers for losses paid under the terms of the policy which arises from the work performed by the named insured for the Tribe.

F. Acceptability of Insurers

Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII.

G. Verification of Coverage

CONTRACTOR shall furnish the Tribe with original certificates and amendatory endorsements effecting coverage required by this clause. All certificates and endorsements are to be received and approved by the Tribe before work commences. The Tribe reserves the right to require complete, certified copies of all required insurance policies, including endorsements affecting the coverage required by these specifications at any time.

1.2 Location

This project is headquartered in Sault Ste. Marie, Michigan. It may also include the counties of Alger, Chippewa, Delta, Luce, Mackinac, Marquette, and Schoolcraft (7-County Service Area)

1.3 Background

Sault Tribe currently is expecting to pursue multiple grant funds that are associated with broadband, which may include but are not limited to:

Current Project:

- USDA ReConnect 5
 - It is important to know that the tribe has a significant amount of work done as it has applied and was awarded for the third and fourth round of funding. Narrative, statistics, mapping, letters of support have all been drafted. These documents will be shared with the vendor and can be used to move the project closer to completion. Each will require updating to reflect the new rules and new locations of the network. The response should highlight engineering capacity to define the network, estimate costs, and financial feasibility.

Future Projects that bidder may choose to include as task orders:

- Department of Agriculture (Community Connect Grant, Distance Learning/Telemedicine, Rural Broadband Loan, ReConnect, Telecom Infrastructure Loan, and Community Facilities)
- FCC E-Rate program
- National Telecom and Information Administration (BEAD Program)
- Other broadband related work and pricing may also be included.

*for task orders the respondent may wish to provide hourly rates or total rates for potential projects.

The Tribe's goals include:

- Connecting membership to broadband
- Improving connectivity, speed, reliability, and affordability for Sault Tribe members and government facilities throughout the 7-County Service Area.
- Ensuring financial sustainability of tribal network.
- Establishing a fair partnership with capacity to manage.
- Integrating resulting network with the current network being built

1.4 Schedule

The Broadband Contractor must submit a schedule developing the ReConnect 5 grant to ensure that it can be submitted prior to the deadline.

1.5 Information

1.5.1 The Tribe's Points of Contact:

Single point of contact:

Larry Jacques (ljacques@saulttribe.net)

Broadband workgroup:

Robert Schulte (Chief Financial Officer),
Dan Doyle (Enterprise Executive Director),
Larry Jacques (Director of Strategic Planning),
Josh Elliot (Staff Attorney)
Staff from Cherry Capital Connections

1.5.2 Address:

Sault Ste. Marie Tribe of Chippewa Indians
523 Ashmun Street
Sault Ste. Marie, MI 49783

2.0 Project Requirements

- Consultant(s) will be required to sign an agreement that includes the terms and requirements as outlined in the RFP, including the start date and end dates of the Work.
- Consultant(s) will be required to meet all associated requirements in regard to applicable federal, State, and local laws and regulations, and be responsible for meeting all requirements related to Sault Tribe's solicitation.
- Consultant(s) and all sub-contractors must maintain all licenses required, if any, for their discipline by the State of Michigan and the Federal Government during the course of the contract.
- Consultant(s) will not proceed on a Scope of Services task without the written consent of the Tribe.
- Consultant(s) will be accountable to the Director of Strategic Planning and/or their delegee(s).

- Consultant(s) will collaborate with the Sault Tribe Broadband Workgroup and attend monthly meetings (remote meetings are an option).
- Consultant(s) will be required to provide a qualified representative to attend all meetings related to contract tasks.
- All invoices submitted to Sault Tribe will be reviewed and approved before payment is made. Invoices must clearly itemize expenses or these will not be paid. Documentation of completed work must be available for review at the time of invoicing.

2.1 Deliverables/Scope of Work

Bid packages must contain a proposed Scope of Work that encompasses the following tasks relating to submitting the ReConnect5 grant by May 21, 2024.

2.1.1 Complete a kick-off meeting with Sault Tribe Broadband Workgroup to discuss project objectives, goals, and tasks; ensuring compliance with ReConnect 5 funding requirements listed in the NOFO).

2.1.2 Conduct an inventory current broadband service providers and buildouts primarily in (Luce and Mackinac counties) and more broadly within the 7-County Service Area and the locations of existing fiber-optic infrastructure in the Service Area. **The tribe and a partner have some of this information*

2.1.3 Provide analysis that will enable the Tribe to focus funding in areas where broadband deployment is most needed. **Using the FCC Maps and other data sets.*

2.1.4 Develop a partnership strategy to engage owners/operators of existing fiber-optic and broadband infrastructure in the Service Area to encourage them to deploy service within areas with Tribal Membership, & Tribal Facilities to ensure the tribe has the resources to execute the grant. **Utilizing tribal data*

2.1.5 Write the ReConnect 5 grant. Please detail experience, technical expertise, capacity, ability to ensure compliance with all applicable compliance requirements, and past grant acquisition performance. etc.

2.1.6 Within the grant avoid ILOC requirements by submitting financial projections utilizing tribes financial audit, and previously submitted projections from Reconnect 3 and 4.

2.1.6 Ensure financial sustainability for entire project including but not limited to:

- Working Capital Requirement
- Bond Amount
- Total Funding Requirement
- Total Revenue (Year 15)

- Total Expense (Year 15)
- Operating Income (Year 15)
- Cash Flow with Debt Service (Year 15)
- Cumulative Cash Flow (Year 15)
- Net Present Value (Year 15)
- Return on Investment (Year 15)

3.0 Proposal Evaluation Criteria

The Tribe intends to evaluate and rank the technical proposals received by utilizing the following criteria:

Criteria Points

- Qualifications of the Firm (15 pts): Experience and projects similar to this project
- References (10 pts): Quality of references
- Staffing (20 pts): Background and experience of proposed staffing on similar projects with the proposing firm
- Schedule (10 pts): Thoroughness and reasonableness of the proposed schedule
- Scope of Work (20 pts): Shows understanding and of the work, approach, methods, procedures, etc.
- Cost (25 pts)

Responsive proposals will be ranked using the evaluation method described above.

The final evaluation and ranking of the proposals will consider the scores from the technical review, with the final selection being based upon qualification, experience, resources, understanding of the Tribe's requirements, approach, methods and procedures, and schedule. The highest ranked firm will be selected to negotiate an Agreement utilizing the submitted cost proposal as a starting point, provided that *the Sault Ste. Marie Tribe of Chippewa Indians reserves the right to accept and/or reject any or all bid proposals for any reason whatsoever it deems appropriate.*