

**Sault Tribe
Broadband Engineering Services
Request for Proposal (RFP)**

Project # 24-096



**PROPOSAL OPENING LOCATION AND DATE:
12:00 p.m. EST, Friday July 12, 2024**

Sault Tribe 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: June 25, 2024

TO: Broadband Engineering & Design Contractors

RE: Request for Proposal (RFP) Due [Open Day], [Open Date] to provide Low-level Design and Engineering for Broadband Backbone and Fiber-to-the-Home in Chippewa and Mackinac Counties, MI.

SYNOPSIS

Attached is a Request for Proposal (RFP) for Broadband Engineering Services for a Fiber to the Home Project that connects the Tribal Housing sites in Sault Ste. Marie, Kincheloe and St. Ignace, MI for the Sault Ste. Marie Tribe of Chippewa Indians ("The Tribe"). Service locations identified in awarded ReConnect.

- The Sault Tribe Broadband Engineering Proposal Request 24-096 RFP package will be available from the Sault Tribe Purchasing Department ("Purchasing Department") starting [Start Day], [Start Date] upon request by email to kreno@saulttribe.net. Respondents not using the Sault Tribe Broadband Engineering Proposal Request 24-096 RFP package obtained from the Sault Tribe Purchasing Department risk not receiving necessary addenda, eliminating their bid from consideration.
- Questions regarding Sault Tribe Broadband Engineering Proposal Request 24-096 RFP **must be emailed** to the Sault Tribe Purchasing Department to kreno@saulttribe.net and tim@cccfiber.com. The deadline for questions regarding the Sault Tribe Broadband Engineering Proposal Request 24-096 RFP is 12:00 P.M., EST, Friday July 5, 2024. Responses will be sent electronically to all bidders by 12:00 P.M., EST Friday July 8, 2024. **Sault Tribe Purchasing department, working with Cherry Capital Connection (CCC), can arrange for a in person field review (this is encouraged). Arrange through the Sault Tribe Purchasing Department.**
- Sealed bid envelopes must be labeled with the words:

SEALED PROPOSAL ENCLOSED
SAULT TRIBE BROADBAND ENGINEERING REQUEST FOR PROPOSAL (RFP) 24-096

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

Sault Tribe Purchasing
ATTN: Kara Reno 24-096
2186 Shunk Rd
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 **12:00 p.m. EST, Friday July 12, 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 **12:00 p.m. EST, Friday July 12, 2024** at the Sault Tribe 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 responses for any reason whatsoever it deems appropriate.*

Project Specifics

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, payment terms, and Industry experience play a crucial role in the decision of the vendor chosen.

Project Name: Broadband Engineering Services Proposal

Project Number: 24-096

Description of Project: The Sault Ste. Marie Tribe of Chippewa Indians (“Sault Tribe”) in Michigan’s eastern upper peninsula (EUP) is the tribal awardee for a USDA: Rural Utility Services ReConnect grant in the “100% Tribal Government and Socially Vulnerable Communities” under ReConnect Funding Opportunity Announcement 3 (FOA 3) and ReConnect Funding Opportunity Announcement 4 (FOA 4).

The Sault Tribe has contracted with Cherry Capital Connection (“CCC”) as a third-party consultant to oversee the engineering and construction and maintain and operate the awarded ReConnect projects. The resulting engineering and construction must adhere to the operational needs of CCC.

For the awarded ReConnect project, the Sault Tribe will deploy a full fiber backbone network with fiber-to-the-premises (FTTP) connections. The proposed project will deploy approximately 98 miles of underground and aerial single-mode fiber-optic cables. The network will be a completely new fiber network, with 71+ miles of backbone network running from City of Sault Ste. Marie in northern Chippewa County on a roughly southwest path through Kincheloe and terminating in south Mackinac County at St. Ignace. Internet connectivity will be supplied through direct Internet access (DIA) provided by CCC (an Internet service provider) in Sault Ste. Marie. Up to six (6) Fiber distribution centers will be established providing a 100Gig backbone end to end. Sault Tribe will own and control all physical assets constructed and developed under the grant.

For electronics, the network will utilize X Gigabit Passive Optical Network (XgsPON) optical line terminals (OLT) with optical network units (ONU) capable of delivering a minimum of 100 Mbps symmetrical data service concurrently to every subscriber in the PFSA. Up to 10 Gig Active Optical Network (AON) access will be available. All proposed technologies adhere to standards set by the Institute of Electrical and Electronics Engineers (IEEE), the Internet Engineering Task Force (IETF), and the International Telecommunication Union (ITU) (including ITU-T G.9807.12 XGS-PON).

The network lays the foundation for later extensions to other tribal areas, based on broader, more appropriate definitions of the areas served by the Sault Tribe. As a fiber network with upgradeable electronics, the network can deliver to many more households and businesses at higher speeds. In addition, the network can be leveraged in the future to offer services to businesses, schools, and offer wholesale, non-discriminatory access to third party entities.

The awarded projects adhere to all RUS procedures and requirements. Reference Form 217 for engineering and Form 515 for construction.

When creating your written response organize the data in support of the following: The RFP awardee should expect two separate contracts based on Form 217 example. The first contract would reflect costs and activities associated with Reconnect 3 and the second contract would reflect costs and activities associated with Reconnect 4.

Davis Bacon Act

All individuals receiving pay from this contract shall be paid wages at not less than those prevailing on similar construction in the locality, as determined by the Government of Labor in accordance with Davis-Bacon Act of March 3, 1931 (46 Stat. 1494), as amended.

Certification from Debarment

The CONTRACTOR 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.

The CONTRACTOR shall provide the Tribe with, in accordance with FAR Clause 52.209.5 "Certification Regarding Debarment, Suspension, Proposed Debarment, and Other Responsibility Matters" – the required certification from all proposed SUBCONTRACTORS to the Tribe for review, prior to the contract being executed. The Certification from Debarment Form will be attached to Part 2 of the RFP which will be provided to bidders at the mandatory site inspection. The Certification from Debarment Form must be submitted with the bid.

Location

Sault Ste. Marie Tribe of Chippewa Indians proposes that the project consists of a fiber optic network installation utilizing trenching, directional boring, and aerial installation methods within existing Rights-Of-Way (ROW) along the route from Sault Ste. Marie, MI to St. Ignace, MI as shown on the enclosed map.

This route APE includes the following Township and Range: 47N IE Sec (16, 20, 21, 30, 29); 46N IE Sec (06, 07, 18, 19, 30, 31); 46N IW Sec (24, 25, 36); 45N IW Sec (06, 07, 18, 19, 30, 31); 45N IW Sec (1, 12, 13, 24- 30, 31 -36); 45N 2W Sec (25 -27, 34 -36, 28 -32); 44N 2W Sec (05 - 08, 18 -20, 29 -32); 44N 3W Sec (36); 43N 2W Sec (06); 43N 3W Sec (01, 11 -14, 22, 23, 27, 33, 34); 42N 3W Sec (4, 8, 9, 17-20, 29, 30, 31); 42N 4W Sec (36); 41N 4W Sec (01, 12, 13, 19, 24, 25, 36); 41N 3W Sec (19, 30, 31); 40N 3W Sec

(06, 07) and unsectionalized 00; 40N 4W Sec (01, 12) unsectionalized 00.

The geographic scope of the APE will not be final until a determination is made by RUS pursuant to 36 CFR§ 800.4(a)(l). Additionally, the APE includes the following federal and/or tribal land(s) as defined pursuant to 36 CFR§ 800.16(x) within the 1836 Treaty of Washington and USPS Hiawatha National Forest.

The goal is as much underground as possible allowing the project to remain within approved budget.

Rights-Of-Way Jurisdictional Authorities

MDOT

Chippewa and Mackinaw County

City of Sault Ste Marie and City of St Ignace

Soo, Pickford, Kenrose, Bruce, Rudyard, St Ignace, and Moran townships

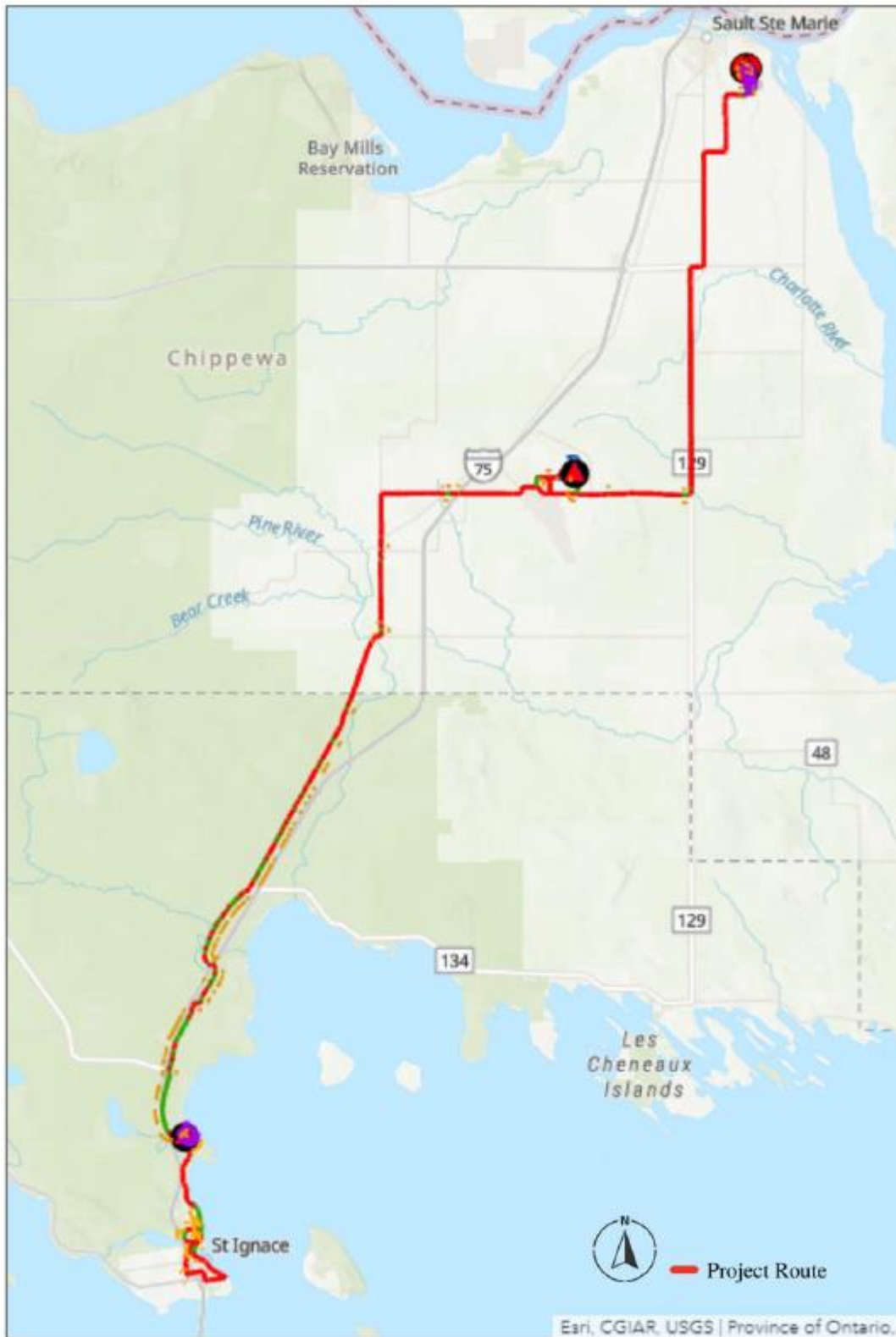
Pole attachment Authority

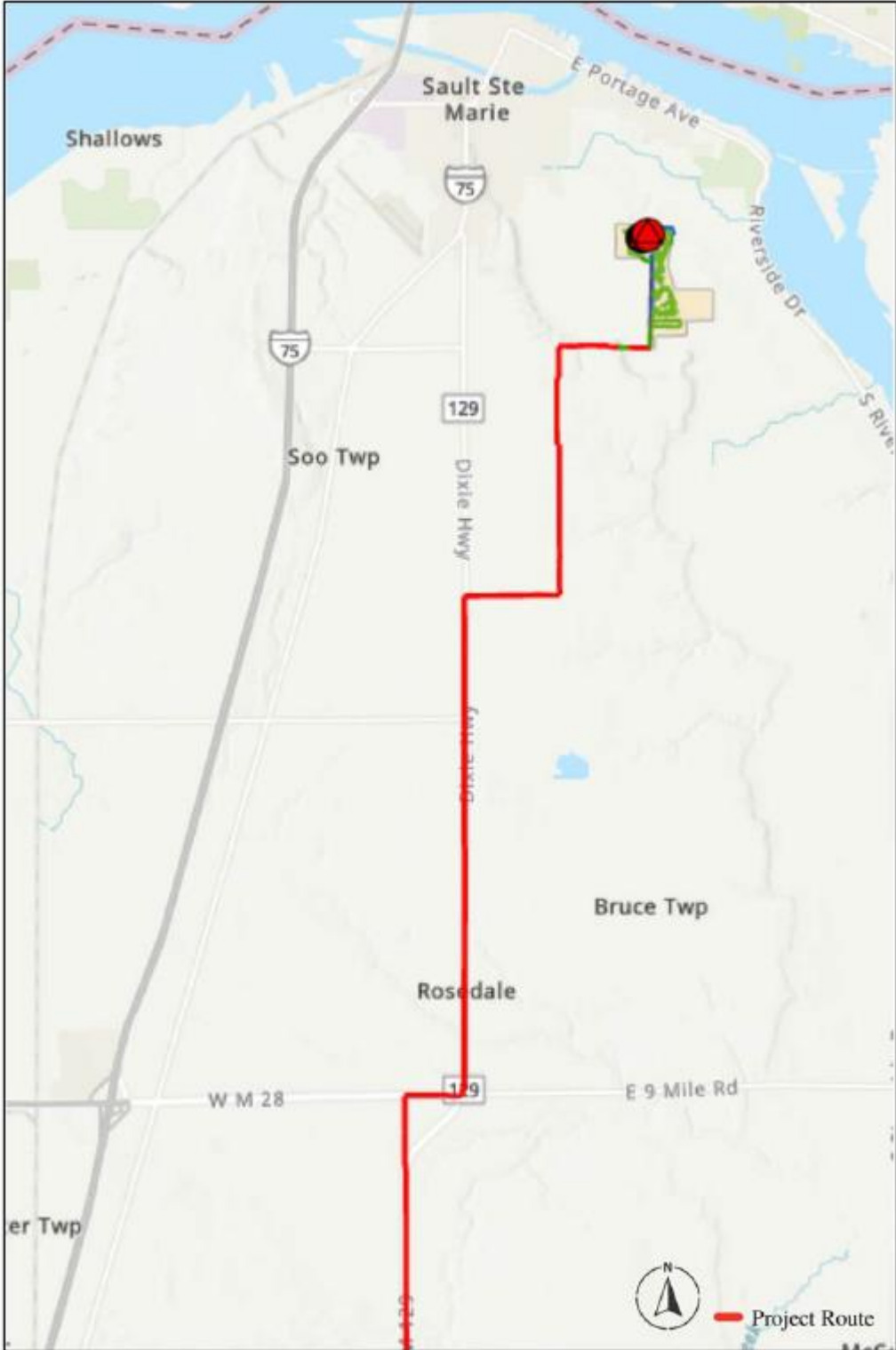
Cloverland Electric Cooperative

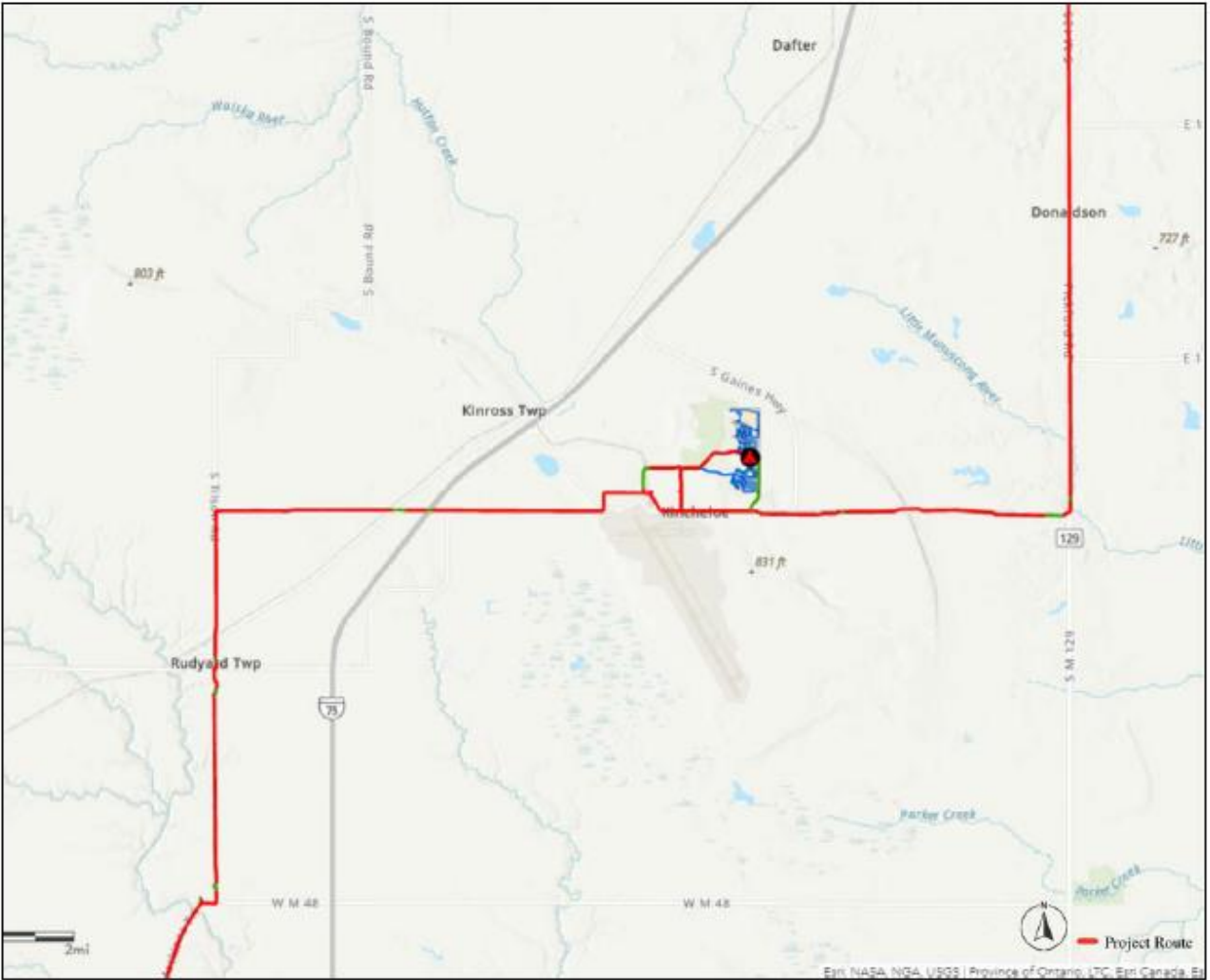
Awarded Route

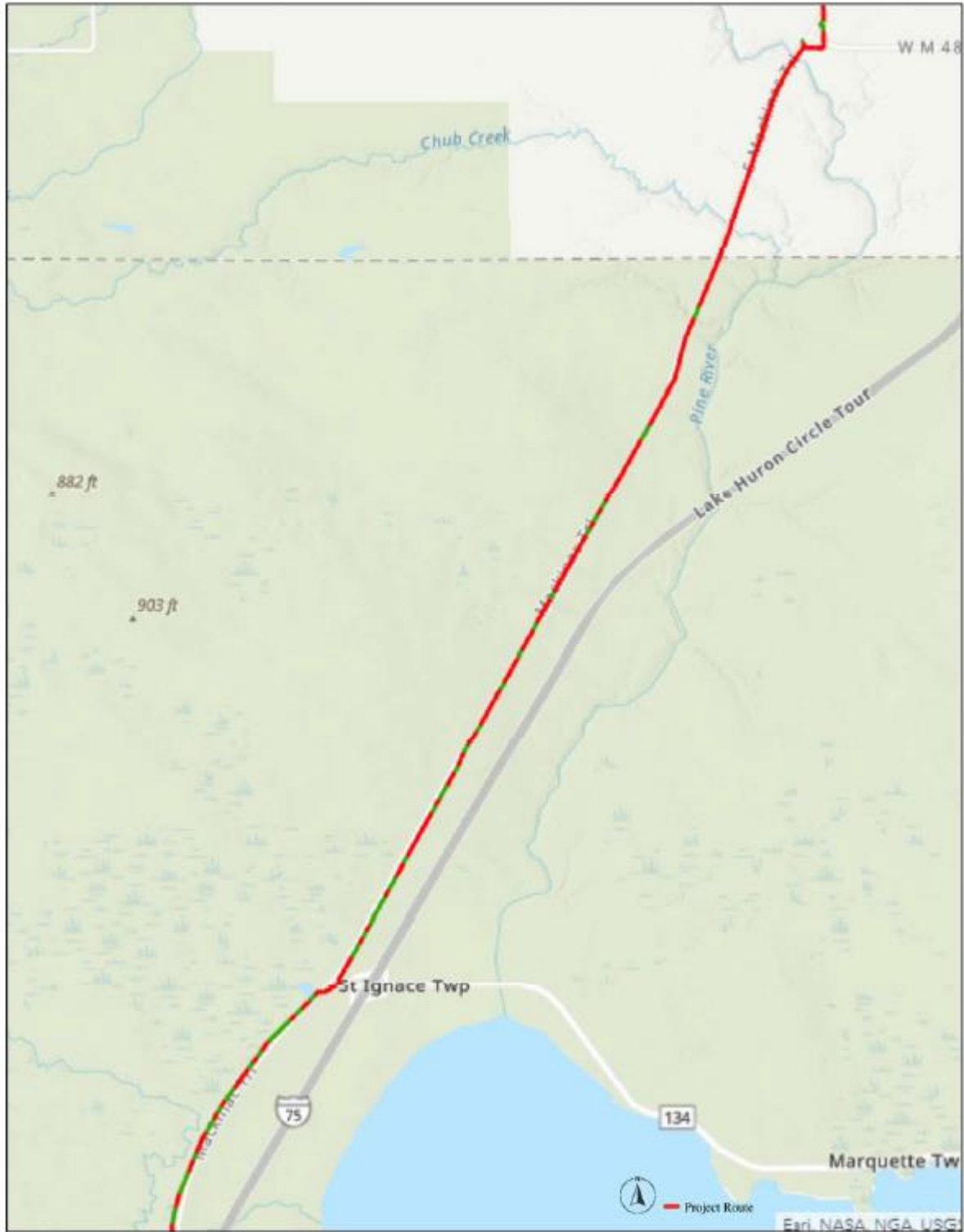
KML of Route is available upon request

The goal is to do more underground where feasible.











Background

The awarded Project is a new deployment of a fiber network stretching from Sault Ste. Marie through Kinross to St Ignace. 100 Mbps symmetrical broadband service will be offered via fiber-to-the-home to households in four tribal areas. The purpose of this Project is to address the lack of sufficient, affordable broadband on Sault Ste. Marie Tribe of Chippewa Indians lands. The awarded Project requires that access points be engineered and constructed along the route. The backbone and last mile requirements must adhere to the operator requirements.

The awarded projects adhere to all RUS procedures and requirements. Reference Form 217 for engineering and Form 515 for construction. It is the sole responsibility of the responder to be familiar with and adhere to the rules outlined by the USDA (RUS).

Deliverables (not limited to)

- i. Address all items listed in Form 217
- ii. Low level design (ESRI / ARCGIS) shared group
 1. Permit level - ROW permits and Tribal
 2. Construction RFP level
- iii. Splicing considerations (will be stored in VETRO)
 1. Splicing of mainline meets CCC standards
 2. Minimize "End Butt" splicing
- iv. Interfacing with as-built questions
 1. Same day responses
- v. Pole Make ready
- vi. Pole Permitting
- vii. Confirmation (weekly) of construction progress
- viii. Asset tracking
- ix. Invoice verification associated with actual work
- x. As-built final build by jurisdiction
- xi. Layer to identify
 1. Private roads, County Roads, City roads, State roads
 2. Associated with Metro Act
 3. Tribal properties
- xii. Signed contract based on Form 217
- xiii. Signed end of construction documents with PE stamp
- xiv. PE stamp that network constructed will meet and has meet awarded requirement
- xv. A form 217 based contract for each program Reconnect 3 and Reconnect 4.

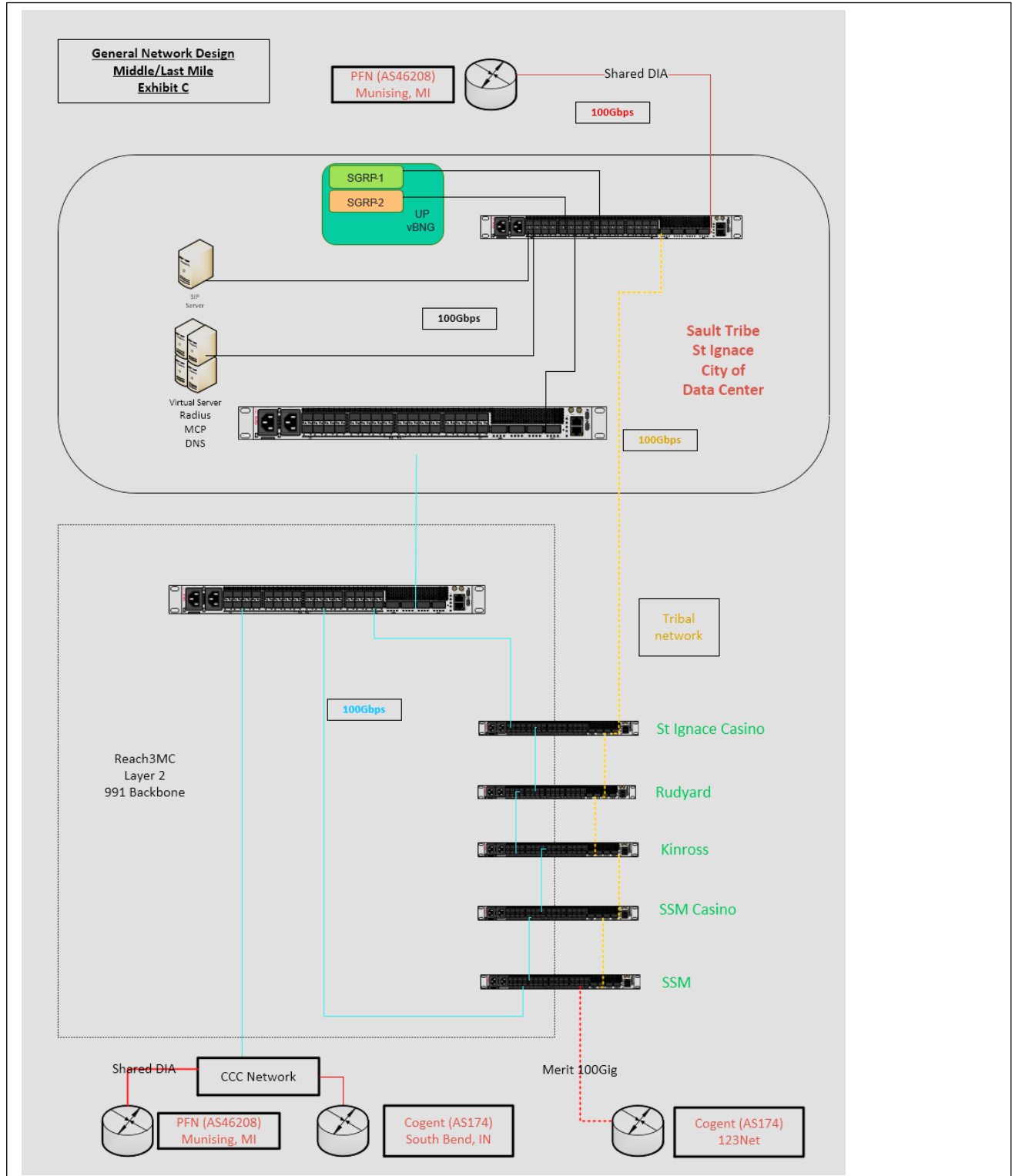
All costs must be itemized by USDA program Reconnect 3 and Reconnect 4.

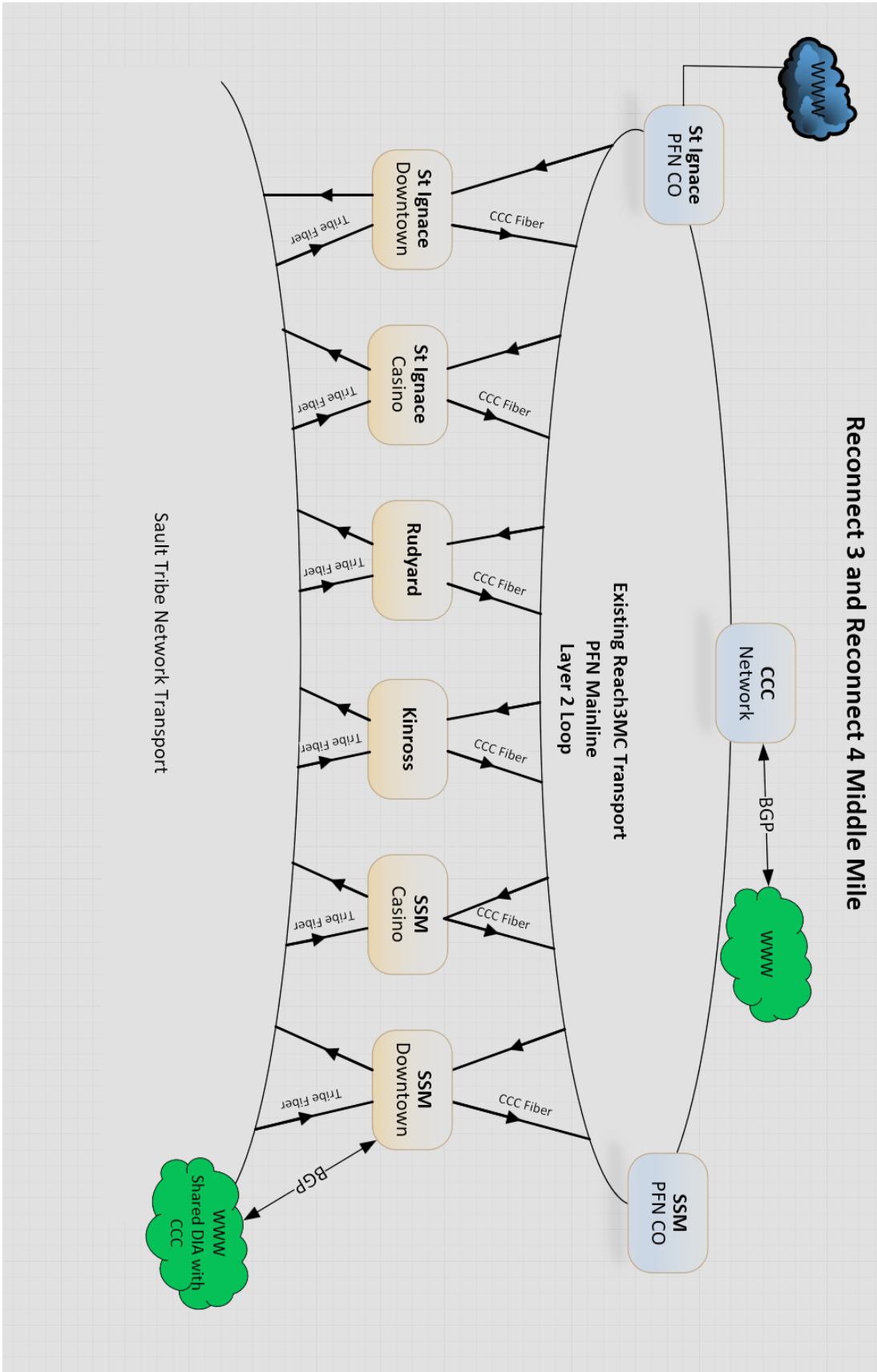
Deliverables (not required)

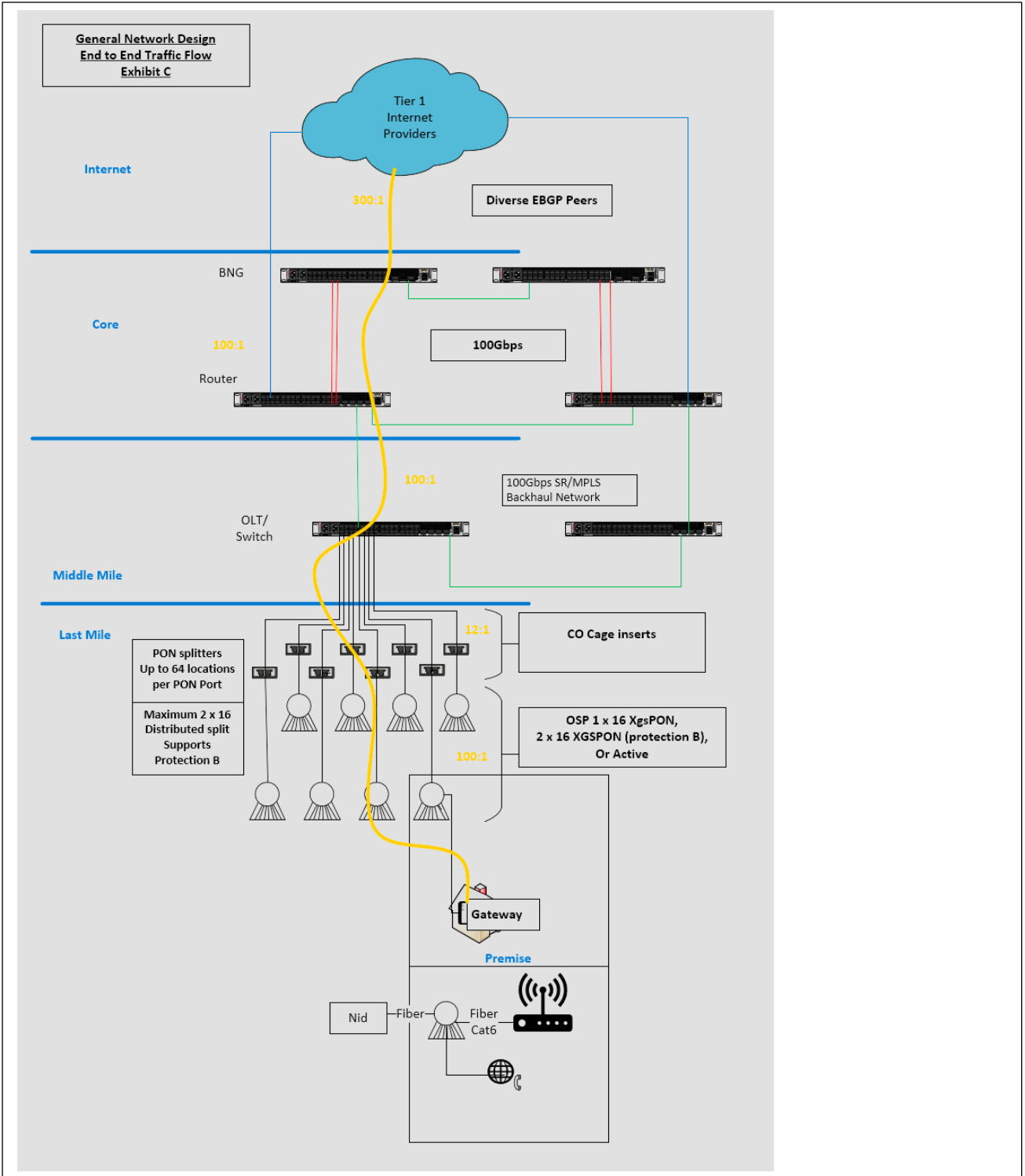
Electronics design
Logic design
Fiber Distribution Hut
Cable Specifications
Splicing standards

GENERAL NETWORK DESIGN suggested

[Exhibit C will be completed when network design is approved by both Parties as part of the Approved Network Budget process]







Splicing standards used

FIBER SPECIFICATIONS:

Fiber Specifications. The fibers installed in the Tribes network shall be single mode fiber with a maximum attenuation @ 1550nm of 0.3 dB/km.

As Built Specifications:

The as-built drawings, provided electronically by the GRANTEE to the GRANTOR in a shape file Format (or another Format, if mutually agreed to), shall show the following information: Thorough engineering design and depiction of the fiber route as requested by CCC Engineering.

Acceptance requirements:

1. All splices will be performed with an industry-accepted fusion splicing machine. Testing will be documented and sent digitally in SOR and PDF file Format. All testing will be performed at 1550 nm.
2. During initial unidirectional OTDR testing, a general indicator of the quality of each splice will be an objective loss of 0.2 dB or less. If, after three attempts, GRANTOR is not able to produce a loss value of less than 0.2 dB, then 0.25 dB will become the objective. If, after two additional attempts, a value of 0.25 or less than is not achievable, then the splice will be marked as "Out-of -Spec" (00S) on a field data sheet.
3. The installed span loss (span shall be Fiber Distribution Point (FDP) to FDP) shall be a bi-directional average of 0.3 dB/km or less, as calculated using an industry-accepted optical loss test set at 1550 nm.
4. The entire fiber optic cable route shall be properly protected from foreign voltage and grounded with an industry-accepted system.
5. The fibers shall be terminated to the FDP with SC connectors, unless another type of connector is specified.

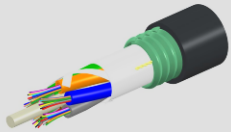
PON Specifications:

Adhere to CCC engineering standards for PON. Current CCC standards support a hard splice 1 x 16 distributed field split in support of a maximum 1 x 64 split at the Fiber Distribution Hut.

Cable Specifications

Cable specifications associated with 288, 144, 96, 48, 6, and 2 count must adhere to the following specification associated with underground and arial applications that are not in the neutral. If mounting on poles in the neutral area the specification would follow Arial Dielectric Self Supporting (ADSS) standards. Manufacturers with similar approved specifications to CommScope, listed below, include Corning, Superior Essex, and OFS.

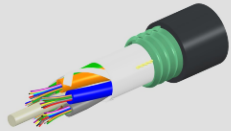
8107307/DB | D-288-LA-8W-F12NS



Fiber OSP cable, LightScope ZWP® Single Jacket/Single Armor, 288 fiber, Gel-Free, Stranded Loose Tube, Singlemode G.652.D and G.657.A1, Feet jacket marking, Black jacket color

- Corrugated steel tape armor is strong yet flexible, providing additional crush and rodent protection
- *Product complies with the Build America, Buy America Act (BABAA) requirements of the Infrastructure Investment and Jobs Act of 2021 (Pub. L. 117- 58, §§ 70901-70953), or is the subject of a waiver approved by the Secretary of Commerce or designee. Compliance requirements and waiver applicability vary based on government funding program. Check the laws and regulations for your specific program.

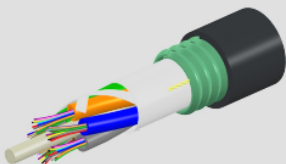
8107305/DB | D-144-LA-8W-F12NS



Fiber OSP cable, LightScope ZWP® Single Jacket/Single Armor, 144 fiber, Gel-Free, Stranded Loose Tube, Singlemode G.652.D and G.657.A1, Feet jacket marking, Black jacket color

- Corrugated steel tape armor is strong yet flexible, providing additional crush and rodent protection
- *Product complies with the Build America, Buy America Act (BABAA) requirements of the Infrastructure Investment and Jobs Act of 2021 (Pub. L. 117- 58, §§ 70901-70953), or is the subject of a waiver approved by the Secretary of Commerce or designee. Compliance requirements and waiver applicability vary based on government funding program. Check the laws and regulations for your specific program.

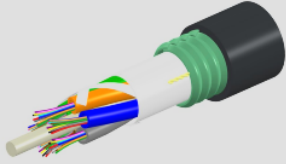
760053348 | D-096-LA-8W-F12NS



Fiber OSP cable, TeraSPEED® Single Jacket/Single Armor, 96 fiber, Gel-Free, Stranded Loose Tube, Singlemode G.652.D and G.657.A1, Feet jacket marking, Black jacket color

- Corrugated steel tape armor is strong yet flexible, providing additional crush and rodent protection

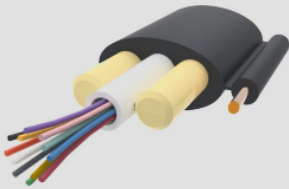
760053314 | D-048-LA-8W-F12NS



Fiber OSP cable, TeraSPEED® Single Jacket/Single Armor, Gel-Free, 48 fibers, Stranded Loose Tube, Singlemode G.652.D and G.657.A1, Feet jacket marking, Black jacket color

- Corrugated steel tape armor is strong yet flexible, providing additional crush and rodent protection

8108200/DB | O-006-DF-HY-F06NS/8W006 /1X24AWG



Fiber Hybrid drop cable, LightScope ZWP® Fiber + Tone Wire Outdoor, 6 fiber Arid Core construction, central loose tube, Gel-filled, Singlemode G. 652.D and G.657.A1, Feet jacket marking, Black jacket color

- *Product complies with the Build America, Buy America Act (BABAA) requirements of the Infrastructure Investment and Jobs Act of 2021 (Pub. L. 117- 58, §§ 70901-70953), or is the subject of a waiver approved by the Secretary of Commerce or designee. Compliance requirements and waiver applicability vary based on government funding program. Check the laws and regulations for your specific program.

Service location passing

8,500

Locations connected

477

Schedule

The Scope of the Engagement is expected to be three years but may be extended.

Information

A. The Tribe's Points of Contacts:

Project Administrator (PA): Larry Jacques (Sault Tribe)

Purchasing Manager (PM): Kara Reno (Sault Tribe)

B. Owner Address:

Sault Ste. Marie Tribe of Chippewa Indians

523 Ashmun Street

Sault Ste. Marie, MI 49783

C. Third Party Consultant Points of Contact:

PA advisor: Tim Maylone

PA OSP advisor: Levi Schrepfer

PA ISP advisor: Justin Maylone

Itemize costs associated with RFP

Make ready pole analysis cost per pole

Engineering PE stamp

Per foot cost field engineering

Permit cost recovery

Provide a list of additional services available

Requested Proposal and Review Scoring

1. Experience – minimum of five (5) years of experience in design and engineering of fiber networks. (20 points)
2. Technical Competence – existing staff to handle technical design, permitting, GIS, construction management and inspections, and any related activities required in specifying and overseeing construction. (20)
3. Capacity –able to demonstrate and can commit resources to perform and complete design / engineering work within six months of notice to proceed. (15)
4. Past Performance– for items 1-3 above, record of performance against budget, schedule, qualify for a minimum of four engagements. (15)
5. Financial Health – sound balance sheet, reliable income statement, relatively debt-free, sufficient capital to fund engagement, assuming a two-month payment lag on invoices. (10)
6. References – three references from similar engagements, with contact information. (15)
7. Grant Experience – experience with federal and state grant programs, including compliance and adherence to budget, schedule. Knowledge of 2 CFR 200 obligations and USD requirements (s(15)
8. Compliance with Grant Obligations – entity willing to accept and work with all federal award obligations. (15)
9. Current Licenses and SAM.gov Registration – entity maintains active business registrations and licenses, and professional engineering certifications in the State of Michigan. (10)
10. Weather Conditions – experience in managing construction work in harsh weather conditions, such as Upper Peninsula, MI. (15)
11. Federally Recognized Tribes – experience working with tribes. (20)
12. Tribal Sovereignty – commitment to respect and uphold the sovereignty of the Tribe by ensuring it will not require a waiver of sovereign immunity at any point during or otherwise in relation to its engagement with the Tribe. (20)
13. Surety Bonding – entity commits to post performance bond for services. (10)

Other Requirements

Insurance

The Engineering Firm is an independent contractor, and therefore is responsible for all of its own benefits, insurances, etc. The selected firm will be required to provide the following insurance requirements to Sault Tribe and CCC prior to entering into contract and commencement of any work.

A. Minimum Scope of Insurance

Coverage shall include:

1. Commercial General Liability Insurance; to include Contractual Liability coverage.
2. Workers Compensation and Employer's Liability Insurance.
3. Professional Liability Insurance.
4. Automobile Liability Insurance.
5. Cyber Liability on storage and transmittal of data.

B. Minimum Limits of Insurance

Contractor shall maintain limits no less than:

1. General Liability: \$1,000,000.00 per occurrence for bodily injury, personal injury and property damage; at least \$2,000,000.00 in the aggregate.
2. Worker's Compensation statutory limits and Employer's Liability: \$1,000,000.00 per accident for bodily injury or disease.
3. Professional Liability: \$1,000,000.00 per occurrence.
4. Automobile Liability: Must meet State of Michigan minimum requirements.
5. Cyber Liability: \$1,000,000.00 per occurrence; and \$2,000,000.00 in the aggregate.
6. Umbrella Liability \$5,000,000.00

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 general liability and automobile liability 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 insureds with respect to liability arising out of automobiles owned, leased, hired or borrowed by or on behalf of the contractor; and with respect to liability arising out of work or operations performed by or on behalf of the contractor including materials, parts or equipment furnished in connection with such work or operations. General liability coverage can be provided in the Form of an endorsement to the contractor's insurance, or as a separate owner's policy.
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 Workers' Compensation and General 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.

Native Preference Policy

- Native Preference Policy: As per the Sault Ste. Marie Tribe of Chippewa Indians Purchasing Policy, revised effective June 12, 2018, all proposals received for the project will be subject to the Native Preference Policy, as described below:
- "Indian Economic Enterprise" means any business entity which is at least 51 percent owned by one or more members of a federally recognized Indian Tribe; and has one or more of the tribe members involved in the daily business management of the economic enterprise; and a majority of the earnings from said Economic Enterprise benefits said member or members.
- Eligibility/Certification. The vendor claiming to be an Indian Economic Enterprise must have satisfied the requirements of eligibility/certification. Eligibility would include proof that a member/vendor is an Enrolled Tribal Member of a Federally Recognized Indian Tribe. Certification of eligibility for native preference could include: Bureau of Indian Affairs Certification, Michigan Minority Business Development Council, Small Business Administration, and Certification of membership from another Tribe. Eligibility/Certification shall be submitted with the bid response.
- Qualification Statement. A prospective vendor seeking to qualify for preference shall evidence showing extent of Indian ownership and interest. Evidence of structure, management and financing affecting the Indian character of the enterprise, including major SUBCONTRACTORS and purchase agreements; materials or equipment supply arrangement; and management salary or profit-sharing arrangements; and evidence showing the effect of these on the extent of Indian ownership and interest. Evidence to demonstrate that the CONTRACTOR has the technical, administrative, and financial capability to perform work of the size and type involved. The Indian Economic Enterprise

must submit a letter as evidence of Indian ownership and control certifying that the enterprise will continue to meet requirements necessary to sustain Indian ownership and control throughout the period of service.

- General. All purchases covered under this policy shall be subject to the native preference. Any qualified vendor who qualifies as an Indian Economic Enterprise shall be given a preference as found in the table below, if the Indian Economic Enterprise submits the lowest responsive bid, not exceeding the lowest bid submitted by any other responsible vendor by more than the percentage described below.
- Preference percentages are applied to actual cost, not apparent cost.

Total Actual Purchase Cost Preference

- At least \$1 but less than \$3,000 5%
- At least \$3,000 but less than \$10,000 4.5%
- At least \$10,000 but less than \$25,000 4%
- At least \$25,000 but less than \$50,000 3.5%
- At least \$50,000 but less than \$100,000 3%
- At least \$100,000 but less than \$150,000 2%
- Over \$150,000 1%

Sales Tax and Use Tax

Sault Tribe Sales Tax and Use Tax Exemption: Materials purchased for the project shall be exempt from sales tax and use tax.

Contract and Governing Law

- Contract: (If Applicable) Prior to any services being performed by the awarded CONTRACTOR, the Tribe and awarded CONTRACTOR shall enter into a separate signed agreement which sets forth the obligations of the parties for the project. Such agreement will be a separate document, which will be negotiated and executed after bid has been awarded. Moreover, such agreement will include all provisions and requirements as set forth in this RFQ; any provisions required pursuant to the funding for this project; and any other required provisions agreed to between the parties.
- Governing Law: This RFQ and/or any Agreement entered into between the Tribe and the awarded CONTRACTOR for services will be governed by the laws of the Sault Ste. Marie Tribe of Chippewa Indians. CONTRACTOR agrees that all disputes, actions and claims arising from said Agreement shall be subject to the exclusive jurisdiction of the Sault Ste. Marie Tribe of Chippewa Indians Tribal Court and CONTRACTOR consents to the personal jurisdiction of said Tribal Court. CONTRACTOR further consents to enforcement of any judgment of said Tribal Court in any state court of applicable jurisdiction.

Kick-off Meeting

The vendor, the Tribe, and CCC shall agree to a 1-hour virtual meeting prior to the beginning of work.

Progress Meetings

The CONTRACTOR shall participate in **bi-weekly** telephone conference calls or virtual meetings with the CONTRACT ADMINISTRATOR and CCC until the project is completed.

Project Schedule

Schedule Development: The project schedule shall cover the entire contract period. The late finish date of the project schedule shall be the same date as the established completion date of the contract. In developing the project schedule, the CONTRACTOR shall be responsible for ensuring that SUBCONTRACTOR work at all tiers, as well as its own work, is included in the project schedule.

Project Schedule Updates

Updates: any updates will be communicated to the Contract Administrator within 48 hours of the required changes.

Time Extensions: Generally, contract extensions will not be granted.

Contracting Officer's Review

Any work done before approval shall be at the CONTRACTOR's own risk.

After reviewing submittals, the CONTRACT ADMINISTRATOR will return one copy of applicable (marked up) submittal sheets to the CONTRACTOR. All submitted items will be retained. The CONTRACTOR is responsible for producing additional copies for his/her own use.

The returned submittal will be marked in one of three ways as defined below:

APPROVED: Acceptable with no corrections.

APPROVED WITH NOTATIONS: Minor corrections or clarifications are required. All comments are clear and no further review is required. The CONTRACTOR shall address all review comments when proceeding with the work.

DISAPPROVED - RESUBMIT: Rejected as not in accordance with the contract or as requiring major corrections or clarifications. The CONTRACT ADMINISTRATOR will identify the reasons for disapproval. The CONTRACTOR shall revise and resubmit with changes clearly identified.

Coordination

Notification: The CONTRACT ADMINISTRATOR will provide all necessary written notification and/or direction to the CONTRACTOR.

Documentation

Documentation will be kept in alignment with Fiber-to-the-Home Engineering and Design Industry Standards.

Project Close-out

All documentation developed during the project will be sent in standard Formats to the contract officer.

USDA (RUS) References

Form 217

Link to Form 217: https://www.rd.usda.gov/sites/default/files/UTP_Form_217.pdf

217 a: Project Design, Assistance, and Coordination

- Section 1: Project Design
- Section 2: Assistance to Owner
- Section 3: Coordination
- Section 4: Plant Records

217 b: Central Office Equipment Engineering Service (if required)

- Section 1: Review of Requirements
- Section 2: Plans and Specifications and Contracts
- Section 3: Tests
- Section 4: Final Documents

217 c: Transmission Facilities Engineering Services

- Section 1: Review of Requirements
- Section 2: Plans and Specifications
- Section 3: Contracts
- Section 4: Tests
- Section 5: Final Documents

217 d: Building Engineering Services

- Section 1: Review of Requirements
- Section 2: Plans and Specifications
- Section 3: Contracts
- Section 4: Final Documents

217 e: Outside Plant Staking Services

- Section 1: Review of Requirements
- Section 2: Staking Requirements

217 f: Outside Plant Contract Document Phase Engineering Services

- Section 1: Review of Requirements
- Section 2: Map Tracing and Other Data
- Section 3: Schematics, Assignments, and Cut Sheets
- Section 4: Outside Plant Plans and Specification and Contracts

217 g: Outside Plant Construction Phase Engineering Services

- Section 1: Construction Phase
- Section 2: Final Documents
- Section 3: Plant Records
- Section 4: Inventory and Appraisal

Form 515

Link to Form 515:

https://www.rd.usda.gov/sites/default/files/UTP_Form_515.pdf

Engineer must be familiar with USDA RUS rules and procedures.

Engineer must provide a PE stamp

Reference Page 25 – example of engineering aspects associated with the Form 515

The Engineer will check the applicable Specification Packet(s) which become(s) a part of the Contract by this reference:

...RUS Form 515a - Specifications and Drawings for Construction of Direct Buried Plant (RUS Bulletin 1753F-150). Dated: _____

...RUS Form 515b - Specifications and Drawings for Construction of Underground Plant (RUS Bulletin 1753F-151). Dated: _____

...RUS Form 515c - Specifications and Drawings for Construction of Aerial Plant (RUS Bulletin 1753F-152). Dated: _____

...RUS Form 515d - Specifications and Drawings for Service Installations at Customer Access Locations (RUS Bulletin 1753F-153). Dated: _____

The following Standards are applicable: (Engineer to insert date)

RUS Bulletin 1753F-401 (PC-2) Dated: _____

RUS Bulletin 1753F-201 (PC-4) Dated: _____

RUS Bulletin 1753F-801 (PC-5A) Dated: _____