

Chitimacha Tribe of Louisiana

P.O. Box 661 155 Chitimacha Loop Charenton, LA 70523 Tel: 337.923.4973 Fax: 337.923.6848

www.chitimacha.gov

Request for Proposals (RFP) for Fiber Optics Expansion Project

ISSUE DATE: September 8, 2023

DUE DATE: October 6, 2023 by 4:30 p.m., Central Time

SUBMIT TO: Chitimacha Tribe of Louisiana

Attn: Brennan Fangue

Network and Computer Systems Administrator

P.O. Box 661

155 Chitimacha Loop Charenton, LA 70523

Email: brennan@chitimacha.gov.

1. Background Information on the Chitimacha Tribe

The Chitimacha Tribe of Louisiana ("Tribe") is a sovereign federally recognized tribe situated in south-central Louisiana. The Tribe's governing body is a five-member Chitimacha Tribal Council ("Council"). The Tribe delivers government services to over 1,500 enrolled citizens located on-Reservation, across the United States, and abroad. The Tribe's government services include: Chitimacha Health Clinic, Human Services, Police & Fire Departments, Tribal Court System, Chitimacha Tribal School (pre-K through 8th grade), Yaamahana (daycare/early learning), RiverCane (residential services for elders), Housing, Enrollment, Public Works, Economic & Business Development, Scholarships, and Culture Department.

As the owner and operator of multiple successful enterprises, the Tribe is one of the largest employers in south-central Louisiana. The Tribe's enterprises include: the Cypress Bayou Casino Hotel, the Tribe's gaming entertainment facility; the Trading Post, a gas station and convenience store; Raintree Market, a grocery store; KETA Group and its subsidiaries, which hold construction and systems contracts with different federal agencies; Sitimaxa, the Tribe's primary SBA 8(a) program corporation; and the Silver Creek Subdivision, which manages the residential lots within the Raintree Village Development, located in the Town of Baldwin, St. Mary Parish. The Tribe funds the delivery of government services with revenues generated from its enterprises.

You can learn more about the Tribe by visiting our website at: http://chitimacha.gov/.

2. RFP Overview

The Tribe seeks proposals for the delivery of Local Area Network ("LAN") dark fiber service as described in this RFP document. To make a selection, the Tribe will focus predominantly on the proposal's responses to the "Qualifications and Expertise" section and the price proposal submitted.

Please submit your proposal no later than 4:30 p.m. on October 6, 2023 to:

Chitimacha Tribe of Louisiana P.O. Box 661 Charenton, LA 70523 Fax: 337.923.6848

Attn: Brennan Fangue Network and Computer Systems Administrator brennan@chitimacha.gov

3. Scope of Work

3.1 – Background

The Tribe is seeking proposals to expand the current dark fiber optic network to include facilities that are either uplinked via point-to-point wireless, or not yet uplinked to the Tribe's LAN.

3.2 – Specific Key Points

- The proposer will be responsible for the identification, marking, and avoidance of all existing utilities in and around the project area.
- The proposer will be responsible for all material procurement, inclusive of all cabling, conduit, sleeves, pull-boxes, terminations, testing and as-built conditions and other items deemed necessary to complete this project.
- Davis Bacon wage rates apply requiring certified payroll documentation.
- The delivery of 24 strands with LC connector type buried inside conduit of either 1310-nm wavelength Single Mode fiber cable or OM4/OM5 850-nm wavelength multi-mode fiber cable at each termination point. Install pull-boxes as required. There are six termination points in total from:
 - Chitimacha Tribal School → ← RiverCane
 - RiverCane → ← Future Boat Launch
 - RiverCane → ← Yaamahana
 - Yaamahana → ← Ball Park
 - Yaamahana → ← Chitimacha Fire Department
 - Chitimacha Fire Department $\rightarrow \leftarrow$ Chitimacha Police Department
- The attached drawing indicates the approximate required paths for the fiber optic cabling and pull box locations. The proposer shall bore at a minimum depth of three feet and where encountering existing utilities, bore at a minimum of three feet below such utilities. See attached Exhibit A.

4. Proposal Submission Requirements.

All proposals must include the following content. The Tribe may deem a proposal that fails to address the required content as non-responsive and ineligible for consideration.

Proposal Scoring – Proposal will be evaluated for content and responsiveness to the RFP requirements. The maximum scores for each portion of the proposal are as follows:

- Background information and firm profile 10 points
- Scope of work to be performed 30 points
- Qualifications and experience 30 points

Total possible technical score – 70 points

Price proposal (minimum of 49 technical points required) – 30 points

Total possible points – 100 points

Price scoring – The evaluation committee will evaluate the price proposals only after it has been determined that the consensus technical score equals or exceeds 49 points (70% of the possible technical score). Firms scoring less than 49 technical points will be eliminated from further consideration. The firm meeting the minimum 49 technical points which offers the lowest total cost of services will be awarded the maximum 30 points. Other price proposals will be scored using the following formula:

Low Price proposal/Price being considered x 30 = Price score

4.1 – Cover Letter

Please submit a cover letter or cover page that identifies the legal name of your firm or company, the appropriate contact information, the date of the proposal, and a brief description of why you are uniquely suited to perform the services that the Tribe needs.

4.2 – Qualifications and Expertise

Please provide any detailed information that the Tribe will rely on to assess your qualifications and expertise.

4.3 – Price Proposal

Please provide a price proposal that identifies all fees, costs, and ancillaries necessary to perform

the work required.

4.4 -- References

Please include contact name and email address or telephone number for any references listed.

4.5 – Native Preference (if applicable)

This RFP is not restricted to companies owned by Native persons. However, preference will be given to Native and Alaska Native contractors ("Native Contractor") that submit responses that are substantially equal to responses submitted by a non-Native contractor. The term Native Contractor or "Indian-Owned Economic Enterprise" means any Indian-owned commercial, industrial, or business concern established or organized for the purpose of profit, provided that such Indian ownership shall constitute not less than 51 percent of the enterprise, and that ownership shall encompass active operation and control of the enterprise on a continuing basis for the duration of the project. A Native Contractor is not guaranteed Native Preference or an award. A candidate claiming Native Preference is not guaranteed selection and may be required to submit evidence demonstrating qualification for that preference.

5. Submission Details

You may submit your proposal by mail, by facsimile, or by email, in accordance with the following. The Tribe may deem a proposal that fails to address required content, as identified in this RFP, as non-responsive and ineligible for consideration.

• Due date: October 6, 2023, by 4:30 p.m., Central Time.

• Submit to: Chitimacha Tribe of Louisiana

Attn: Brennan Fangue

Network and Computer Systems Administrator

P.O. Box 661

155 Chitimacha Loop Charenton, LA 70523

Email: brennan@chitimacha.gov.

6. Exhibit A – Fiber Optic Expansion Project Drawing

Attached

7. Inquiries

Questions about this RFP may be directed via email to Brennan Fangue, Network and Computer Systems Administrator, at brennan@chitimacha.gov. In the subject line for the inquiry, please insert "RFP – Fiber Optics Expansion Project."

8. General Terms, Limitations, Reservation of Rights

The following terms, limitations, and reservation of rights apply to this RFP:

- The Tribe reserves the right to:
 - Modify or otherwise alter any of the requirements in this RFP, including the deadline for submitting a response to the RFP. If the Tribe modifies the RFP, responders will be notified and afforded an equal opportunity to amend their proposals.
 - Reject any proposals received for whatever reason.
 - Terminate this RFP at any time, without cause or reason.
- The Tribe shall not be responsible for any expenses incurred by the applicant to prepare or deliver a response to this RFP or to attend an interview with the Tribe.
- The Tribe's determination on whether to make this award will be based solely on the Tribe's best interests as understood by the Tribe.
- No right or benefit accrues to the candidate selected by virtue of an award granted pursuant to this RFP. Any award granted pursuant to this RFP shall be subject to the terms and conditions of a written contract executed by the Tribe and the candidate selected.
- While subject to the parties' negotiations, the terms and conditions of the Tribe's contract—and the terms and conditions that the Tribe strongly prefer—include:
 - The laws and procedures that govern any dispute or claim arising from the contract will be the laws of the Chitimacha Tribe of Louisiana, see https://chitimacha.gov/tribal-government/constitution-and-comprehensive-codes-justice.
 - The contractor must maintain for the duration of the contract's term: a general liability insurance policy (with coverage limits of at least one-million dollars (\$1,000,000.00) each occurrence and two-million dollars (\$2,000,000.00) aggregate); a professional liability insurance policy (with coverage limits of at least one-million dollars (\$1,000,000.00) each occurrence and two-million dollars (\$2,000,000.00 aggregate), as applicable; and a workers' compensation insurance policy (at the limits required by the state in which the company is situated).
 - The contractor may not assign any service required under the contract or contract with a third party to perform any service required under the contract without the written consent of the Tribe.
 - In the event of bankruptcy or receivership of any contractor, the applicable contract is null and void, and is terminated without further notice.

- Prior to any award and upon the Tribe's request, the apparent successful proposer must provide the information required of any vendor or independent contractor who does business with the Tribe, including the contractor's legal name, address, federal fax identification number, evidence of insurance policies that meet minimum insurance specifications for the award, and certifications of compliance with laws that govern your license or profession.
- The applicant must disclose to the Tribe the use and identity of all subcontractors it uses in carrying out the requirements herein. The Tribe reserves the right to approve all subcontractors chosen (in its sole discretion). The applicant shall be solely responsible for the satisfactory performance of and compensation to any and all subcontractors.
- The laws and procedures of the Tribe, including those procedures established in this RFP, shall govern all rights and duties created by this RFP, an award granted pursuant to it, and any contract that may result from it.
- This RFP shall not be construed as waiving any rights, privileges, or immunities vested in the Tribe.

By responding to this request for proposal, the proposing vendor/company/firm is agreeing to the terms, conditions, and requirements set forth herein, unless expressly noted in writing in your submission.

