

REQUEST FOR QUALIFICATIONS

Project: Underground Power Lines – CPN Headquarters Area
Funding Source: U.S. Dept. Of Energy, Grid Resilience 40101(d)
Services Solicited: Develop Plans, Specifications and Estimate (PS&E), Bid Packet, and Bill of Materials
Submission Deadline: December 11, 2023 by 4:30 p.m. CST
RFQ Contact Name: Justin Whitecotton, CPN Electrical Director
Contact Address: 41707 Hardesty Road
Shawnee, OK 74801
Telephone Number: (405) 273-0623
Email Address: justin.whitecotton@potawatomi.org

I. Purpose:

Citizen Potawatomi Nation (CPN or Tribe) is requesting Statements of Qualifications from qualified engineering consulting firms (Respondent, or collectively, Respondents) to provide professional engineering services for the CPN Headquarters Area Electrical Undergrounding Project (Project).

II. Project Location:

The Project is on tribal trust land and in the vicinity of Hardesty Road and Gordon Cooper Drive in Sections 30 and 31, Township 10 North, Range 4 East as well as Sections 25 and 36, Township 10 North, Range 3 East, in Shawnee, Pottawatomie County, Oklahoma. Project will construct approximately 2.4 miles of new underground power lines. See Project location map.

III. Scope of Services:

The Contractor will perform and be responsible for:

- All registered professional engineering services and any other professional services required for the preparation of a complete PS&E package for the Tribe's submittal to DOE;
- Final designs of the project;
- all information required for survey and construction staking;
- delivery of both initial plans and as-builts for the project;
- a complete bid packet for project labor;
- a complete bill of materials;

- CPN environmental staff will conduct environmental studies/investigations, develop reports, consult with agencies (as necessary), and complete and submit the Categorical Exclusion Checklist.
- PS&E package to be completed within **90 calendar days**.

All work shall follow all applicable codes, ordinances, rules, and laws. The Project is to be designed to any DOE standards and specifications required by the Grid Resilience Program. PS&E submittal is to include a full-sized paper copy set of final drawings (24" x 36") as well as a copy in .pdf format, AutoCAD and/or Civil 3D in electronic format. Statement of Qualifications to include current Certificate of Insurance.

CPN will negotiate and refine a final Scope of Work with the selected firm.

IV. Submittal Instructions:

A. Qualifications Package

All pages shall be typed on 8.5" x 11" paper portrait oriented, single-sided with 12-point text. A cover letter that identifies a contact person and all contact information shall be included in each Qualification Statement copy. Additional text shall be no more than 10 pages. Brevity is encouraged. Additional foldouts, maps or drawings (folded in pockets) may be submitted to supplement the text. These additions may or may not be reviewed.

Each item outlined below must be addressed in the submittal in the prescribed order for the Qualification Package to be valid:

- Company Information – Provide your company's full legal name, primary office location, and years of experience.
- Project Approach – Describe your team's approach to successfully deliver the Project. Provide details on how the study will be completed and include any recommendations for maximizing effectiveness and efficiency.
- Scope of Services – Provide details regarding the specific methodologies, approaches, tasks, and schedule being proposed, and indicate any work or resources that are to be subcontracted or assumed to be provided by local government agencies.
- Contract Man-Hours – Qualification Packages must provide estimated man-hours for each task.

- Project Team – Provide an organizational chart identifying all staff assigned to the Project, including any subcontractors, defining roles, responsibilities, and task assignments of each member for the duration of the Project.
- Financial Capacity – Provide information to demonstrate your company’s current financial capacity. CPN reserves the right to request additional financial information for any Respondent in order to support the viability of the Respondent.
- Statement of Qualifications – Qualification packages must indicate general qualifications of the Respondent(s) in disciplines appropriate to the Project, as well as specific prior experience and qualifications applicable to this Project. Qualifications Packages should include the following:
 - Qualifications and resumes of key personnel to be assigned to the Project.
 - Provide a list of all similar projects completed within the past three (3) years. Include the owner or contracting agency, brief scope of work, contact person, address, telephone number and dollar amount for each project.

B. Deadline

Qualification Packages must be received by 4:30 p.m. CST on December 11, 2023. CPN will not be responsible for the failure of any mail or delivery service to deliver qualifications packages prior to the stated date and time. Regardless of the manner of submission, any package received after the stated date and time will not be considered. Incomplete qualification packages or qualification packages inconsistent with the required format may be disqualified from consideration.

C. Copies

Please send one (1) electronic copy in .pdf format on a USB drive and one hard copy of your submittal to:

Justin Whitecotton

CPN Electrical Director
1601 South Gordon Cooper Drive
Shawnee, OK 74801

V. Evaluation:

There may be a selection review committee for this Project, and it is possible that a presentation may be required as part of the selection process. CPN reserves the right to select the firm that best meets the needs of CPN with regard to this Project. CPN further reserves the right to negotiate a final Scope of Work that reflects the work to be done within budget constraints.

Statements of Qualifications will be evaluated based on Respondents' ability to meet the requirements of this Request for Qualifications. Evaluation criteria will include, without limitation:

- Respondent's experience in providing similar services for similar projects
- Qualifications and accessibility of key individuals identified in the qualifications statement that will be assigned to the Project
- Capability of Respondent to manage the work
- Ability to meet established schedules
- Ability to deliver within budget
- Appearance and presentation of the Statement of Qualification

VI. Additional Terms and Conditions:

All questions or comments shall be submitted in writing to Justin Whitecotton at justin.whitecotton@potawatomi.org by 5:00 p.m. CST on December 1, 2023. A copy of all questions, further clarifications, and answers will be made in the form of an addendum to this Request for Qualifications and will be provided to all known interested Respondents.

CPN will not be responsible for any costs or expenses incurred by Respondents in submitting Statements of Qualifications. CPN reserves the right to cancel the work described herein prior to the issuance and acceptance of any contractual agreement.

CPN reserves the right to refuse or reject any or all Statements of Qualifications and to waive any and all formalities, irregularities, or technicalities.

In addition to the terms and conditions contained in this Request for Qualifications, by

submitting a Statement of Qualifications, if selected, Respondent agrees to enter into and be bound by the provisions of a Professional Services Agreement in substantially the form attached hereto and incorporated herein by reference. To the extent that any of the terms of this Request for Qualifications and the terms of the Professional Services Agreement conflict, the terms of the Professional Services Agreement shall prevail. No work shall commence until an agreement has been fully executed by the parties.

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PROFESSIONAL SERVICES AGREEMENT

This Professional Services Agreement (hereafter referred to as “Agreement”) is by and between the Citizen Potawatomi Nation (hereafter referred to as “CPN”), a federally recognized Indian Tribe, and {Vendor Name} (hereafter referred to as “Independent Contractor”).

TERM

The term of this Agreement shall begin on the date of signature by Independent Contractor in the “Notice” unless a different date is established in a writing signed by both parties. Signing of this Agreement by Independent Contractor will constitute a notice to proceed. The Independent Contractor shall supply ample labor to complete the PS&E package within 90

calendar days from commencement date. Extension of the term shall be in writing executed by both parties and dated.

SERVICES

The Independent Contractor agrees to perform the services (hereafter referred to as "Services") in connection with the project (hereafter referred to as "Project") at the agreed upon fees, all as more fully set forth in Exhibit "A" attached hereto.

The Independent Contractor shall execute all Services on the Project in compliance with all applicable codes, ordinances, rules, laws, statutes, standards, and specifications.

The Independent Contractor will supply all materials necessary to complete the Services as described, subject to accounting and allocation in Exhibit "A".

Any exhibits or attachments herein are hereby incorporated by reference and made a part of this Agreement. Any conflict between the language in an exhibit or attachment and the main body of this Agreement shall be resolved in favor of the main body of this Agreement.

Any information, drawings, data, models, results, and any associated intellectual property, that is made, discovered, created, invented or generated in any activities or work under this Agreement shall be owned by CPN. CPN shall have the authority to use any such information, drawings, data, models, results, and any associated intellectual property, that is made, discovered, created, invented or generated in any activities or work under this Agreement for its sole use in other tribal projects.

COMPENSATION

For performing said Services in a professional, satisfactory, competent and timely manner, CPN agrees to pay the Independent Contractor a total fee as specified in "Exhibit A" subject to additions and deductions as otherwise provided herein.

Payment shall be dependent upon the Independent Contractor submitting an invoice to CPN that records dates and times when Services were performed and description of those Services. CPN shall have ten (10) days from the date of receipt of the invoice to contest all or part of said invoice. Uncontested invoices are then due and payable with thirty (30) days of the date of receipt of the invoice.

RELATIONSHIP

The Independent Contractor is not an employee of CPN. Thus, the Independent Contractor is responsible for hiring his/her own employees, subcontractors or others as he/she may deem necessary or desirable. The Independent Contractor exercises the sole and exclusive control

and supervision over such persons. The Independent Contractor is solely responsible, and CPN has no liability for any injury or damage to person or property resulting from any act by the Independent Contractor or his/her employees or subcontractors. The Independent Contractor's other business activities shall not interfere with his/her performance hereunder or violate the provisions of this Agreement.

TAXES

The Independent Contractor is solely responsible for all payroll taxes and contributions for unemployment insurance and old age pensions and annuities that now or hereafter may be measured by the wages, salaries, or other remuneration paid to himself/herself, his/her employees or subcontractors and is responsible for filing all required returns relating thereto. The Independent Contractor agrees to file his/her own federal, state and tribal tax returns on the basis of his/her status as an independent contractor. The compensation to the Independent Contractor has been established on the basis that he/she is an Independent Contractor and is legally responsible for the payment of all taxes or contributions as herein described.

BONDS AND INSURANCE

The Independent Contractor agrees to furnish proof of such bonds (if applicable) or insurance as CPN may from time to time reasonably require related to the Services herein described.

INDEMNITY

The Independent Contractor agrees to indemnify and hold CPN harmless from and against any and all claims, liabilities, losses, damages to person or property including expenses and attorney fees arising out of the Independent Contractor's performance or non-performance of the Services agreed to herein.

TERMINATION

Either party may terminate this Agreement upon giving five (5) days written notice or sooner by mutual agreement of the parties. Services performed by the Independent Contractor up to the date of termination will be paid by CPN upon presentation of a proper invoice as hereinbefore described.

JURISDICTION

This Agreement will be governed by CPN and enforceable in the courts of CPN.

NO ARBITRATION ALLOWED

No arbitration shall be allowed regarding any disputes or disagreements in regard to this Agreement. Any references to "arbitration" in this Agreement and/or its attachments,

references, applicable law or any other possible use of “arbitration” in the courts of the state of Oklahoma or any State or the Courts of the United States is hereby stricken, disallowed and null and void. Any provision of this Agreement whether or not incorporated herein by reference which provides for arbitration by any extra-judicial body or person or which is otherwise in conflict with said laws, rules and regulations shall be considered null and void. Nothing contained in any provision incorporated herein by reference which purports to negate this or any other special provision in whole or part shall be valid or enforceable or available in any action at law whether by way of complaint, defense or otherwise. Any provision rendered null and void by the operation of this provision will not invalidate the remainder of the Agreement to the extent that the Agreement is capable of execution.

AGREEMENT DOCUMENTS

CPN or its designated agent retains the right to review and have complete access to all records of the Independent Contractor pertaining to the Project for a period of four (4) years after the completion of the Agreement.

Agreement Documents which comprise the Agreement between CPN and the Independent Contractor, made a part of this Agreement include the documents identified below:

- a. The written Professional Services Agreement between CPN and the Independent Contractor;
- b. Addenda and supplemental documentation pertaining to the Agreement including but not limited to the Request for Qualifications, Scope of Work, Statement of Work, responses to questions, and other correspondence;
- c. Independent Contractor’s Statement of Qualifications (including documentation accompanying the Proposal and any post-Proposal documentation submitted prior to the notice of Agreement award);
- d. Certificate of Insurance;
- e. Written Amendments, Change Orders, Work Change Directives, and Clarification Statements; and
- f. Any other documentation pertaining to the Agreement on or after the effective date of this Agreement.

ENTIRE AGREEMENT

This document sets forth the entire and exclusive statement of the Agreement between the parties hereto and supersedes all prior and contemporaneous or oral agreements, representations or understandings between the parties relating to the subject matter hereof. This Agreement may only be modified, extended or amended by mutual consent of the parties hereto expressed in writing and endorsed by both parties.

NOTICE

Notices to CPN shall be deemed given by written notice personally served or sent by registered mail to:

John A. Barrett, Tribal Chairman
Citizen Potawatomi Nation
1601 S. Gordon Cooper Dr.
Shawnee, OK 74801

Notices to the Independent Contractor shall be deemed given by written notice personally served or sent by registered mail to:

{Vendor Name}
{Vendor Mailing Address}
{Vendor City, State}, {Vendor Zip Code}

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the dates below.

CITIZEN POTAWATOMI NATION

BY: _____
John A. Barrett, Tribal Chairman

DATE: _____

INDEPENDENT CONTRACTOR

BY: _____

DATE: _____

{Vendor Signatory Name}, {Vendor Signatory Title}
{Vendor Name}