



**Nisqually Indian Tribe**  
*Squally-Absch* People of the river, people of the grass

FIRM NAME

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## REQUEST FOR QUALIFICATIONS (RFQ)

For

Nisqually Tribe/Pierce County Broadband Survey,  
Assessment and Pre-engineering Project

Prepared By: Joe Cushman  
Nisqually Planning Department  
4820 She-Nah-Num Drive  
Olympia WA. 98513



REQUEST FOR PROPOSALS  
RFQ# 2021-BB-PL-002

DATE: April 8, 2022

The Nisqually Indian Tribe is issuing a Request for Qualifications (RFQ) for the Nisqually Tribe/Pierce County Broadband Survey, Assessment and Pre-engineering Project. Minority and disadvantaged companies are encouraged to submit proposals. The successful firm will have a demonstrated track record of excellence in Broadband Survey, Assessment, and Pre-engineering.

**SUBMITTALS:** Consultants will deliver five copies of their qualifications to the following address either by hand, US postal or delivery service:

Nisqually Indian Tribe  
4820 She-Nah-Num Drive SE  
Olympia WA. 98513  
Phone: 360-456-5221  
Attn: Jill Wall  
Financial Services - Contracts

**CLOSING DATE FOR SUBMITAL SHALL BE: 5PM April 18, 2022**

**PROPOSALS received after the above-cited time will be considered a late response and are not acceptable.**

Please mark the envelopes clearly with Sealed RFQ# 2021-BB-PL-002

Questions may be directed to Joe Cushman at 360-456-5221 x 1112.

Thank you for your interest in this project.

**Definitions:**

<b>“Tribe”</b>	<b>is Nisqually Indian Tribe</b>
<b>“Proposer”</b>	<b>an individual or business submitting a proposal for services to Nisqually Tribe</b>
<b>“Contractor”</b>	<b>One who contracts to perform services in accordance with a contract</b>

## **1. QUALIFICATION TERMS**

- A. The Nisqually Tribe reserves the right to reject any and all submittals received as a result of this RFQ. If a proposal is selected, it will be the most advantageous regarding price, quality of service, the Proposers qualification and capabilities to provide the specified service(s), and other factors in accordance with the Tribal Procurement policy. The Tribe does not intend to award a contract fully on the basis of any response made to the proposal; the Tribe reserves the right to consider proposals for modifications at any time before a contract would be awarded and negotiations would be undertaken with the Proposer deemed to best meet the Tribe’s needs.
- B. The Tribe reserves the right to reject any or all proposals/RFQ’s, to waive or not waive informalities, and to accept or further negotiate cost, terms, or conditions of any proposal determined by the Tribe to be in the best interest of the Tribe.
- C. In the event it becomes necessary to revise any part of the RFQ, addenda will be provided. Deadlines for submission of the RFQ may be adjusted to allow for revisions.
- D. Proposals for professional services should be prepared simply and economically providing a straight-forward, concise description of the proposer’s ability to meet the requirements of the RFQ.

## **SUMMARY OF PROJECT SCOPE OF SERVICES**

### **1. County Wide Broadband Survey**

- Contractor will conduct a survey to determine all underserved and unserved residential and small business areas of the entire County. Surveys will be conducted door to door utilizing the tribes survey material.
- The contractor will utilize existing large business and anchor institution broadband data to complete a county wide assessment. Survey results will be completed in digital format with KMZ, KML, SHP, SHX, and DBF file format.
- First tier of priority:
  - Health Services

- Emergency Services
- Educational Services

## 2. County Wide Pre-Engineering

Contractor will utilize the county wide survey results and conduct a pre-engineering assessment containing the following information:

- All permits required for an open access fiber network built to all unserved and underserved areas of Pierce County. Permits include city, county, railroad, WSDOT, bridge attachments, river crossings, forestry, wetlands, parks and recreation, THPO, and environmental Right of way permits, private easement permits, franchise agreements, pole attachment agreements, and any other required permits for the placement of aerial and underground fiber optic infrastructure.
- Conduct surveys to establish the method of construction required to place the fiber network to all underserved and unserved areas of Pierce County. Survey will include all areas where aerial construction is recommended along with the method of aerial attachment. Surveys will include all areas underground construction is recommended along with the method of underground installation i.e. (Trench, Bore, Plow, Saw Cut). Results will be delivered in KMZ, KML, SHP, SHX, and DBF format.
- Detailed construction budget for county wide open access fiber infrastructure build. Will include all related costs for engineering, permitting, construction, materials, restoration, splicing, and testing. Construction budget will include all required elements of the project along with a 5-year maintenance budget.

First tier of priority:

1. *Areas with lowest level of service*
2. *Areas with highest cost of service*

## 2. SUBMITTAL FORMAT

The response to this Request for Qualifications must coincide with the following format and must specifically address the following items. Do not include generic marketing material. Maximum of 20 pp. per submittal.

- A. **Personnel:** Include summary CV for project staff.
- B. **Experience with broadband survey, assessment and pre-engineering work.** Provide project summaries and contact information for references on similar projects completed with other Tribes or jurisdictions.
- C. **Indian Owned Business:** Provide documentation if the Contractor or Architect is a certified Indian Owned Business.

### **3. CONTRACT PROVISIONS**

#### REPORTING OF FIRMS

Section 1 – The Consultant is to report to the Project Manager and confer with them as necessary to insure satisfactory work progress.

Section 2 – All reports, estimates, memoranda and documents submitted by the Consultant must be dated and bear the Consultants name.

Section 3 – All reports made in connection with these services are subject to review and final approval by the Project Manager.

Section 4 – When Applicable, the Consultant will submit a final written report to the Project Manager.

Section 5 – After reasonable notice to the Consultant, the Tribe may review any of the Consultant's internal records, reports, or insurance policies.

#### INDEMNIFICATION AGREEMENT

The consultant will protect, defend and indemnify the Nisqually Tribe, its officers, agents volunteers and employees from any and all liabilities, claims, liens fines, demands and costs, including legal fees, of whatsoever kind and nature which may result in injury or death to any persons, including the consultants own employees and loss of damages to any property, including property owned or in the care, custody or control of the Nisqually Tribe in connection with or in any way incident to or arising out of the occupancy, use, service, operations, performance or non-performance of work in connection with this contract resulting in whole or in part from negligent acts or omissions of consultant, any sub-consultant, or any employee, agent or representative of the consultant.

#### NATIVE AMERICAN PREFERENCE

The owner wishes to make available any and all opportunities for employment and training for Nisqually Tribal Members, their immediate families, and all other Native Americans.

#### INSURANCE REQUIRMENTS

Consultant shall maintain the following insurance for the duration of the agreement/contract.



- Consultant is required to provide proof of current workers Compensation Insurance with Washington State statutory limits and Employers liability Insurance with a policy of no less than 1,000,000 per occurrence.
- Consultant will provide proof of Commercial General Liability Insurance of no less than 1,000,000 combined single limit and property damage in the amount of no less than 1,000,000 per occurrence.
- Automobile Liability Insurance covering all owned hired and non-owned vehicles with Personal Protection Insurance and Property Protection insurance in the amount of no less than 1,000,000 combined single limit.
- Professional Liability. The architect will secure and maintain errors and omissions insurance in the amount of no less than 1,000,000 per claim and 2,000,000 aggregate.

#### **4. Minimum Qualifications**

- Contractor must have experience in fiber optic outside plant engineering and permitting.
- Contractor must have experience in PON technology engineering.
- Contractor must have experience in fiber optic splicing.
- Contractor must have experience conducting broadband speed surveys.

#### **5. Preferred Qualifications**

- Tribal owned contract firm