

# Rincon Band of Luiseño Indians

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## REQUEST FOR PROPOSALS FOR BROADBAND USE AND ADOPTION CONSULTANT SERVICES

The Rincon Band of Luiseño Indians (“Tribe”) requests proposals from persons or firms (“Consultant”) experienced in conducting community-level projects that include developing and implementing surveys, assessing and reporting on community needs, competent in understanding and complying within regulatory frameworks, and recommending and executing programmatic activities. Preference will be given to proposals from those with direct experience in conducting community-level programmatic activities in connection with broadband use and adoption. The Tribe exercises native preference when contracting for services in compliance with its procurement policy.

Services subject to this Request for Proposals are funded pursuant to a grant received by the Tribe from the Department of Commerce *Tribal Broadband Connectivity Program*, Round 1, as administered by the National Telecommunications and Information Administration.

**DEADLINE FOR RECEIPT OF PROPOSALS: MAY 17, 2024, AT 5:00 P.M. PST.**

### **I. DESCRIPTION**

In connection with pending broadband infrastructure deployment on the Rincon Reservation, the Tribe seeks a qualified consultant to develop an “Ecosystem Plan” to bring together the Tribe’s broadband deployment expectations in a plan that will include a compliance and impact review of the Tribal facilities, rights of way, and infrastructure, along with a sustainable program for supporting the Tribe’s digital education and culture objectives which will make recommendations to keep Tribal members connected after the existing grant funding in support of tribal technology is exhausted. The Ecosystem Plan will also include a roadmap for increasing the technical capacity within the Tribe and its members to improve distance learning, telehealth and employment opportunities. The Ecosystem Plan will also identify funding sources, a grant writing calendar and perform preliminary grant writing for recommended use and adoption programs, as requested. with developing devices and educational classes. The Consultant will work with the Tribe’s governmental departments when developing the Ecosystem Plan to ensure it will address all aspects of the digital divide affecting the Rincon Reservation community in the Ecosystem Plan, including affordable broadband, devices, and skills.

### **II. DELIVERABLES**

For the Ecosystem Plan, the Consultant will create and distribute a Tribal Broadband Adoption Community Digital Assessment Survey, investigate and report on the status of utility easements on the Reservation, and make recommendations for additional rights-of-way that may be needed prior to broadband build, develop and conduct Reservation-wide surveys to determine tribal community needs and interest in broadband service and make recommendations to keep

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Bo Mazzetti  
Chairman

Joseph Linton  
Vice Chairman

Laurie Gonzalez  
Council Member

John Constantino  
Council Member

Frank Mazzetti III  
Council Member

Tribal members connected beyond the pending broadband infrastructure deployment, and include a roadmap for increasing the technical capacity within the Tribe and its community to improve distance learning, telehealth and employment opportunities. The Ecosystem Plan will identify funding sources, a grant writing calendar and develop preliminary grant work for recommended use and adoption programs.

The Ecosystem Plan will include a regulatory compliance and impact review plan for the Tribal facilities, utility easements, devices, and educational classes. It will include a status report of existing utility easements throughout the Reservation and make recommendations concerning rights-of-way that will be needed prior to installing future broadband infrastructure. It will also include a sustainability plan for a Tribal Digital Education and Culture Objective and make recommendations to keep Tribal members connected after the existing grant funding in support of tribal technology is exhausted. The Ecosystem Plan will also include a roadmap for increasing the technical capacity within the Tribe and its members to improve distance learning, telehealth and employment opportunities. The Ecosystem Plan will also identify funding sources, a grant writing calendar and perform preliminary grant writing for recommended use and adoption programs, as requested.

**A. Ecosystem Plan Outcomes and Performance Measures.** The Ecosystem Plan will provide a comprehensive compliance and impact review plan for the Tribe.

This activity is necessary to access the following eligible Project Areas:

1. In collaboration with the Tribe and its broadband design/build partner AT&T, will assist as needed in determining existing and needed future utility easements for broadband installation.
2. Assesses training, access, equipment, and support to the anchor institutions on the Reservation, including schools, libraries, senior center and Tribal homes, public housing, workforce facilities and other community support organizations serving Native American populations.
3. Will make recommendations to improve access to, and use of, broadband services by Rincon anchor institutions to deliver telehealth, remote learning, digital inclusion and workforce development programs.
4. The Ecosystem Plan will include the objective to establish rules and progress metrics for measuring project success. The study and ecosystem will also establish a plan going forward which will allow the progress and success to continue beyond the currently funded project into the future.

**B. Community Assessment Outcomes and Performance Measures.** Consultant will collect data for the Ecosystem Plan through a Reservation-wide preliminary Tribal Broadband Community Assessment Survey (“Assessment”), which will identify the current digital demand, measure digital need, and collect data regarding digital literacy and

training needs of community members and Tribal employment/anchor institutions. Community member assessments will offer questions that generate data to support the kinds of internet literacy training may be needed and document current internet use. Anchor institutions will be included in the assessment because of the knowledge that many of the employees on the Reservation come from surrounding areas outside Rincon. All documentation will be protected to ensure respondent privacy. Much as any business seeks to support the internet safety of its employees, the Tribe desires digital literacy best practices from the community as well as those employed in their anchor institutions. The community assessment can include:

1. RESERVATION HOMES: data including but not limited to the number of houses with and without connectivity; current household internet use and perceived demand; household factors affecting internet use; cost of any internet service currently used; an evaluation of current digital literacy needs; data indicating the impact current internet access has on employment or job performance; awareness of and use of internet services for telehealth services; self-evaluation of internet safety practice knowledge.

2. ANCHOR INSTITUTIONS – FACILITIES, SERVICES AND BUSINESSES: data including but not limited to current and perceived internet use and need; available digital literacy training; additional internet safety training needed and protection measures.

C. The Consultant will determine the necessary questions and data to be gathered in the Assessment and will – in collaboration with the relevant Tribal department managers - identify best practices for distributing the Assessment - via hand, over phones, or in whatever way it is determined all community members can have equal access to the Assessment. Before deploying the Assessment, all plans, materials and questions will be presented to Tribal Administrator or his delegate for approval.

D. Consultant will seek the direction of the Tribal Administrator or his delegate to determine a timely community introduction to the Assessment before it is distributed, and to establish how long community members and anchor institutions will have to complete Assessment, anticipate any hurdles in the process, and offer solutions to them. Consultant will develop and include privacy statements as part of the Assessment, and ensure all information gathered in the Assessment is secure and protected. Consultant will seek direction and approval from the Tribal Administrator or his delegate regarding privacy concerns, materials, and methods.

E. Consultant will use preexisting Tribal data and maps to determine location of community member homes on Reservation and identified anchor institutions. Consultant will seek the guidance of the Tribe's IT Department in creating a secure digital repository for all confidential data to be collected and stored for future use in Project. Consultant will create the final Assessment piece for replication. Consultant will distribute the Assessment

across the Reservation and will collect Assessments at the identified time. Once collected, the consultant will input the collected data into the secure digital repository created by IT. Relevant general digital literacy feedback will be shared with Education and Language programs when available, for use in later Project digital literacy training.

F. At the completion of the Community Assessment portion of the Project, the Tribe will have data revealing the use, access, digital roadblocks, and current literacy markers of its Reservation community.

### **III. PROPOSAL GUIDELINES**

#### **A. Minimum Qualifications**

Consultants responding to this RFP must demonstrate experience conducting surveys, assessing, reporting, recommending, and executing activities at the community level.

#### **B. Content of Proposals**

Responses should be limited to 6 pages (excluding attachments and appendices) using a typeface font of no less than 12 pitch. Failure to provide all requested information or deviation from the required format might result in disqualification. Address the following items in responding to this Request for Proposals.

##### **1. EXPERIENCE**

Briefly describe your professional experience with emphasis on any community-level projects with native nations and other governmental organizations. Please include a summary of your scope of work, including project names, client and location, the nature and scope of work provided and the date and length of the project.

The Consultant retained by the Tribe as a result of this selection process will be bound by a confidentiality and non-disclosure agreement (NDA). The NDA prohibits disclosure of any information relating to the scope of work and your communications with any unauthorized Tribal or non-Tribal party without express written authorization from the Tribe. In your submittal, please indicate your willingness to be bound by these requirements; a sample NDA is attached as Exhibit A to this RFP.

##### **2. SCOPE OF WORK APPROACH**

Briefly describe your proposed approach to the scope of work described in Section II above, the format for your recommendations and/or deliverables and a schedule for completion of the scope of work.

3. PERSONNEL

Please describe the qualifications of the relevant personnel, if any, who would assist you with your work and the role he or she may have in completing the scope of work.

4. REFERENCES

Please provide three references, two from tribal or governmental organizations, for which you have provided consulting services, and two from existing clients and/or peers who are familiar with your body of work.

5. FEES

Consultants interested in providing the above-referenced services must provide a flat rate hourly fee schedule along with a cost estimate for the project, and a deliverables timeline.

C. **Delivery**

The Tribe will accept proposals by electronic mail, U.S. Mail, or overnight mail until **5:00 p.m. on May 17, 2024**:

If by U.S. mail or overnight mail:

Rincon Band of Luiseño Indians  
Attention: Robert Clark, Tribal Administrator  
One Government Center Lane  
Valley Center, California 92082

If by U.S. mail or overnight mail, please provide six (6) copies of your proposal. All materials submitted in response to this solicitation become the property of the Tribe and will not be returned.

If by electronic mail:

Subject: Broadband Use and Adoption Consultant Services Proposal

To: Robert Clark at [rclark@rincon-nsn.gov](mailto:rclark@rincon-nsn.gov), with a copy to Anna Hoyle at [ahoyle@rincon-nsn.gov](mailto:ahoyle@rincon-nsn.gov).

IV. **PROPOSAL EVALUATION**

Consultants will be evaluated based on the following criteria (not listed in order of importance):

- A. Quality of proposal scope;
- B. Cost estimate and timeline for services;
- C. Qualifications and experience of the professional;
- D. Capability and availability to complete the scope of work within and eighteen (18) month period; and
- E. Past experience with governmental organizations, as well as any tribal government projects.

The Tribe reserves the right to:

- A. Request an interview with and/or additional information from any Consultant providing a response to this RFP prior to selection;
- B. Select a Consultant that, in the Tribe's judgment, will best meet the Band's needs.
- C. Fees will be considered but will not be the sole factor in awarding the contract.
- D. Consider the information about the Consultant from other sources in addition to the information submitted by the individual.

#### **ABOUT THE RINCON BAND OF LUISEÑO INDIANS**

The Tribe is a federally recognized Indian tribal government vested with inherent sovereign power to exclusively regulate its lands and affairs within the exterior boundaries of the Rincon Reservation. The Tribe occupies a 5,000-acre reservation in Valley Center, located in San Diego County, CA. Recognized in 1875 as a sovereign government by the United States of America, the Tribe has powers equal to a city, county, or state. The Tribe has a "Trust Relationship" with the federal government, and, like state governments, is responsible for enforcing all applicable federal laws on the reservation, from environmental to taxation.

The Tribe membership consists of approximately 500 enrolled tribal members. The Tribal was constitutionally organized in 1960 and acts through a five-person democratically elected Tribal Council vested with broad legislative and executive powers under the Tribe's Articles of Association. As the law-making body of the Tribe, the Tribal Council is responsible for legislative enactments that establish various tribal agencies to administer and regulate Reservation affairs, including the delivery of services in program and/or department areas such as education, health and elder care, fire and safety, law enforcement, social welfare, natural resources and environmental regulation. In addition, adult members of the General Council from time to time

serve on various committees to implement Tribal laws and policies relating to subjects such as enrollment, elections, grievance, cultural preservation, land use, donations and various improvements on the Reservation. The judicial branch of the Tribe is comprised of the Southern California Intertribal Court, the Rincon Civil Trial Court, and the Rincon Court of Appeals, an independent judiciary providing trial and appellate court services on the Reservation in a culturally appropriate manner. In addition to exercising its sovereign right to self-government, the Band also acts in a commercial capacity through the operation of a gaming and hotel facility on the Reservation and ownership of two federally-chartered corporations to pursue economic development activities unrelated to gaming on and off the Reservation.

[END OF REQUEST FOR PROPOSALS TEXT]

**EXHIBIT A**

**CONFIDENTIALITY AND MUTUAL NON-DISCLOSURE AGREEMENT**

This Agreement is entered into as of the \_\_\_\_\_ of the month of \_\_\_\_\_, 2024, by and between:

[Entity Name] (“[Short Entity Name]”), and is organized under the laws of the State of [State], [County Name] County, and having its usual place of business at [Street Address, City, State, Zip],

**AND**

**Rincon Band of Luiseño Indians** (“Rincon Band”), a federally recognized Indian tribe, with its principal place of business located at One Government Center Lane, Valley Center, CA 92082.

**RECITALS:**

**WHEREAS** the parties are engaged in discussions and/or negotiations in contemplation of a possible commercial relationship (the “Transaction”) and/or the parties have entered into a commercial agreement (the “Main Agreement”) and the parties wish to disclose to each other certain information to evaluate the Transaction and/or in connection with the Main Agreement;

**WHEREAS** the information to be disclosed is highly confidential and of considerable value and the transfer of some or all of such information and/or disclosure thereof to any third party is liable to cause severe and irrevocable damage to the party disclosing such information (the “Disclosing Party”);

**WHEREAS** the Disclosing Party is willing to disclose such information to the other party (the “Receiving Party”) subject to the Receiving Party’s undertaking to maintain the Confidential Information (as defined below) in strict confidentiality, all as detailed hereunder.

**NOW, THEREFORE**, the parties herein agree as follows:

1. The recitals and exhibits hereto form an integral part of this Agreement.
2. The term “Confidential Information” shall mean all information of confidential nature in any and all media disclosed by the Disclosing Party to the Receiving Party including, without limitation all information, analyses, compilations, studies, documents, books, papers, drawings, ideas, concepts, systems, processes, procedures, methods, models, sketches and all embodiments of any of the foregoing (whether communicated orally, in written form or stored in any other media) regarding the Disclosing Party or its affiliates, regardless of whether the information is specifically marked or designated as “confidential” or not including, without limitation, information concerning the Disclosing Party’s business activities and strategies, financial information, customer and supplier lists, intellectual property,

technology, research, marketing information or plans and information regarding the Disclosing Party's products and services. Except as otherwise indicated in this Agreement, the term "Disclosing Party" shall also include all entities affiliated with or related to the Disclosing Party. For the avoidance of doubt, Confidential Information shall include (i) any such information disclosed by the Disclosing Party to the Receiving Party prior to the signing of this Agreement and (ii) the existence of the relationship between the parties hereto.

3. The obligations of the Receiving Party regarding the confidentiality of Confidential Information shall not apply to any information which (a) the Receiving Party can demonstrate was known to the Receiving Party or its Representatives or in its or its Representatives' possession at the time of disclosure without any confidentiality obligation; (b) is or becomes available to the public other than as a result of improper action by the Receiving Party or its employees or its advisors; (c) is independently developed by the Receiving Party or its Representatives without reliance on or use of the Confidential Information or any part thereof and the Receiving Party can show written proof of such independent development ; (d) required to be disclosed by applicable law, stock exchange, regulatory authority or a valid court order, provided that the Receiving Party shall provide, to the extent permitted by law, rule and regulation, the Disclosing Party with reasonable prior written notice of the required disclosure in order for the Disclosing Party to obtain a Protective Order and the disclosure shall be limited to the extent expressly required; (e) is approved for release by prior written authorization of the Disclosing Party; or (f) the Receiving Party can demonstrate was disclosed by the Disclosing Party to a third party without any obligations of confidentiality.
4. The Receiving Party hereby undertakes to maintain all the Confidential Information in strict and absolute confidence and to refrain from any disclosure and/or publication and/or description and/or communication of the Confidential Information, in whole or in part, to any third party whatsoever. Furthermore, the Receiving Party shall at all times take the necessary precautions to keep the Confidential Information confidential, and such precautions shall in no event be less than those the Receiving Party utilizes to protect its own confidential information.
5. The Receiving Party further undertakes not to use any Confidential Information for any purpose other than the Transaction and/or in connection with the Main Agreement and not to reverse engineer, de-compile or disassemble Confidential Information.
6. The Receiving Party shall not be prevented from disclosing any or all of the Confidential Information to such of its affiliates and its or their respective directors, officers, employees, advisors, agents and consultants (the "Representatives") as are required to have knowledge thereof for the purposes of evaluating the Transaction and/or the in connection with the Main Agreement, provided that each such Representatives has agreed to the terms of this Agreement or is bound by obligations

- of confidentiality to the Receiving Party no less restrictive than those contained herein and provided that the Receiving Party shall remain liable for any act or omission by its Representatives that, if done by the Receiving Party, would be a breach of the terms of this Agreement.
7. The Confidential Information is and shall always remain the exclusive property of the Disclosing Party, and the Receiving Party hereby acknowledges the right, title and interest of the Disclosing Party in and to the Confidential Information. The Receiving Party will not at any time infringe, contest, dispute or question such right, title or interest.
  8. The disclosure to the Receiving Party of the Confidential Information or its use by the Receiving Party shall not be construed in any way as a grant to the Receiving Party of any right or license with respect to the Confidential Information other than the right to use the same strictly in accordance with the terms of this Agreement.
  9. Upon the Disclosing Party's first written request and in any event, the Receiving Party shall: (a) promptly destroy or return to the Disclosing Party all Confidential Information of any type whatsoever that has been or shall be given to the Receiving Party, as well as all copies thereof; and (b) take all necessary steps to ensure the prompt return or destruction by the Receiving Party's present or former Representatives to the Disclosing Party of all Confidential Information of any type provided to or in the possession or control of such persons; and (c) immediately cease all further use of the Confidential Information; and (d) destroy all memoranda, analysis, summaries and any other written material of any kind prepared by the Receiving Party based upon or relating to the Confidential Information, and provide the Disclosing Party with a written certification confirming that such destruction has occurred in accordance with this Section 9(d). upon the written request of the Disclosing Party to do so. Notwithstanding the foregoing, the Receiving party and its Representatives shall be permitted to retain such Confidential Information and any notes, memoranda or analysis derived therefrom in compliance with applicable law or regulation, or in accordance with its or their respective internal document retention and archival policies.
  10. The Receiving Party understands that the Disclosing Party does not make any representations or warranty as to the accuracy or completeness of the Confidential Information. The Disclosing Party and its directors, officers, employees and advisors shall have no responsibility, liability or obligation to the Receiving Party as a result of the Receiving Party's use of the Confidential Information and the Receiving Party hereby waives any rights that it may have towards the Disclosing Party and its directors, officers, employees and advisors with respect to such Confidential Information, except as otherwise agreed to in writing by the parties.
  11. Without affecting any other rights and remedies that the Disclosing Party may have, the Receiving Party hereby acknowledges and agrees that damages may not be an

- adequate remedy for any breach by the Receiving Party of the provisions of this Agreement, and that the Disclosing Party shall be entitled to seek remedies of injunction, specific performance and other equitable relief for any actual breach of the provisions of this Agreement and that no proof of special damages shall be necessary for the enforcement of this Agreement.
12. This Agreement and all obligations herein shall terminate on the date that is two years after the date of this Agreement, provided, however, that any definitive agreement with respect to the Transaction shall supersede this Agreement.
  13. It is agreed that the Receiving Party will, to the extent practicable and legally permissible, promptly inform the Disclosing Party of any damage to or accidental loss of the Confidential Information, including transfer or use by persons not authorized.
  14. For a period of twelve (12) months from the date of signing of this Agreement, neither party will employ or attempt to employ or divert any person known to such party to be an officer, director, executive manager, senior manager or employee of the other party, unless with the other party's prior written approval. Notwithstanding the foregoing, no solicitation for employment shall be deemed a breach of this Agreement if it consists solely of solicitations placed in general circulation, trade or industry publications or other media or with third party recruiters or placement agencies, and either party shall not be prohibited from employing anyone, including employees of the other party, who respond to such general solicitations or who approach the party for employment without any solicitation by the party.
  15. The rights and obligations set forth in this Agreement are intended to prevent the disclosure by either party of Confidential Information belonging to either the Disclosing Party or any of its affiliated or related companies. It is the intention of the parties hereto that such affiliated or related companies shall be entitled to enforce the terms of this Agreement, although the parties hereto may vary or rescind this Agreement without the consent of such companies.
  16. The execution of this Agreement shall not obligate a party hereto to proceed with any business relationship or business collaboration with the other party. Further, neither the execution of this Agreement nor the disclosure or receipt of Confidential Information shall prevent either party hereto from (i) establishing relationships or partnerships with third parties who operate in the same or similar industries to either party hereto or (ii) receiving information similar to the Confidential Information from a third party.
  17. This Agreement is the complete and exclusive agreement of the parties with respect to the subject matter hereof, supersedes all prior written or oral understandings relating thereto, and shall survive the expiration or termination of any other agreement between the parties. This Agreement may not be modified, except by a

written instrument signed by a duly authorized representative of each party hereto.

18. No delay or omission to exercise any right, power, or remedy accruing to any party hereto upon any breach or default by the other under this Agreement shall impair any such right, or remedy nor shall it be construed to be a waiver of any such breach or default, or any acquiescence therein or in any similar breach or default thereafter occurring.
19. This Agreement and any matters relating hereto shall be governed by, and construed in accordance with Tribal Law and shall be subject to the exclusive jurisdiction of the Rincon Civil Trial Court. By entering into this Agreement, the Receiving Party expressly consents to the jurisdiction of the Rincon Band and jurisdiction of the Rincon Civil Trial Court.
20. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same Agreement.
21. This Agreement is valid, effective and binding upon receipt of an electronic signature of an authorized representative of the parties.

IN WITNESS WHEREOF, each party hereto has executed this Agreement by a representative duly authorized as of the date set forth below.

**Rincon Band of Luiseño Indians**

**[Entity Name]**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

By: \_\_\_\_\_  
Print Name

By: \_\_\_\_\_  
Print Name

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_