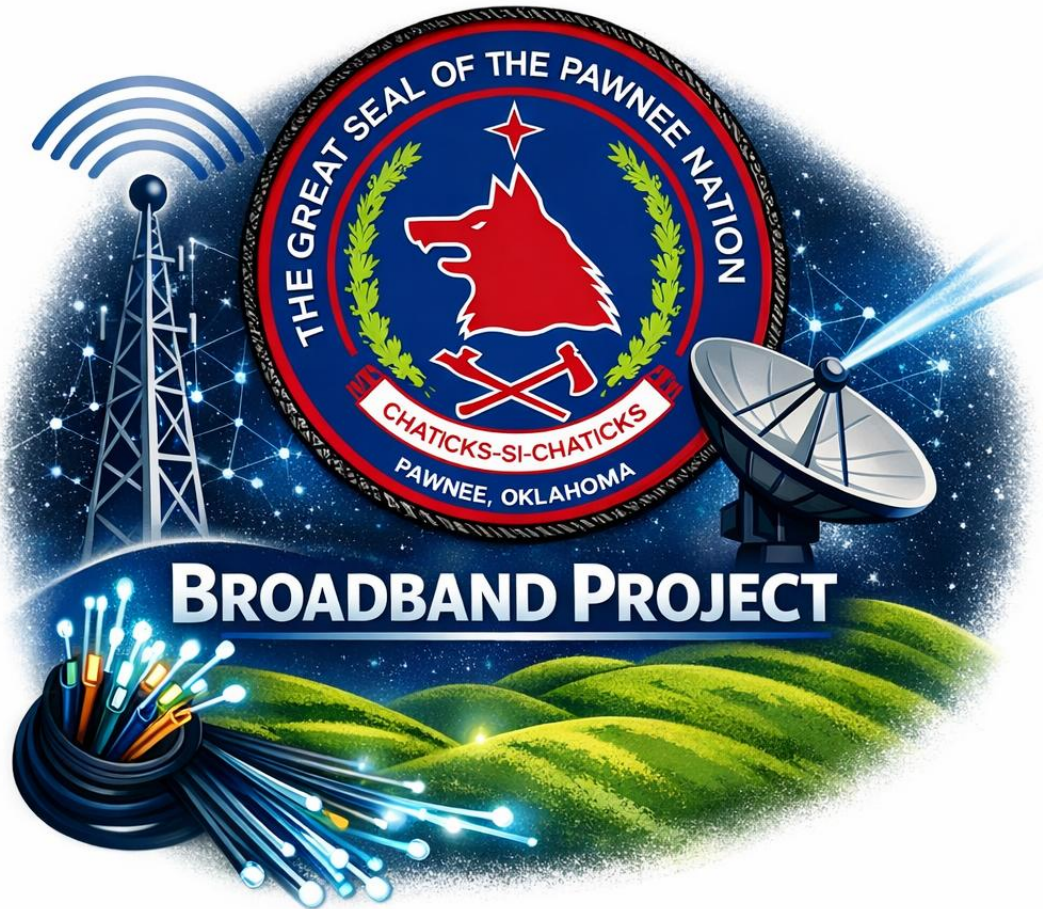




The Pawnee Nation of Oklahoma

Request for Proposals (RFP) ISP Operating Services

Pawnee Nation Broadband Project: ReConnect 3&ReConnect 4 Pawnee, OK



Publication of RFP:
Thursday, August 20, 2026

Submission of Proposal Deadline:
Wednesday, September 9, 2026, 4:00 P.M.

Points of Contact:

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INTRODUCTION

The Pawnee Nation of Oklahoma (the “Nation”) requests proposals from qualified ISP Operators to operate ReConnect 3 and 4 as the exclusive internet provider for the service territory for the duration of the agreement term. The Nation agrees not to establish a competing ISP service or engage an alternative ISP operator to operate the ReConnect 3 and 4 Network in the service territory during the agreement term. This RFP specifies the scope, performance requirements, proposal format, and submission instructions.

PURPOSE & BACKGROUND

This RFP provides sufficient information for respondents to prepare proposals for an ISP Operator. Respondents (“Respondents”) should review the entire RFP (including any addenda). The Nation intends to extend high-speed broadband within the Pawnee Nation Reservation across Pawnee, Noble, and Payne Counties.

The Nation may cancel, delay, amend, or reissue this RFP at any time. This RFP does not commit the Nation to award a contract or reimburse proposal costs. The Nation may accept or reject any proposal, in whole or in part, in the Nation’s best interest.

INDIAN PREFERENCE/TERO STATEMENT

Respondents shall comply with 25 USC Ch. 46: INDIAN SELF-DETERMINATION AND EDUCATION ASSISTANCE §5307, the Nation’s Fiscal Policy and Procurement Manual, and Pawnee Nation TERO Act. To the greatest extent feasible: (i) preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations or Indian-owned economic enterprises. This clause shall be included in every subcontract in connection with the PNBP.

Pawnee Nation TERO ACT, Section 32 Compliance Plan_“no new employer may do business with the Pawnee Nation of Oklahoma until it has consulted with the PNTERO and has negotiated a signed a Compliance Plan approved by the PNTERO Director prior to conducting of business for meeting its obligation under this law. A compliance plan shall be used to monitor cover employer’s compliance with this Act.”

PROJECT GOALS

This is an opportunity made available by the United States Department of Agriculture (USDA), under the ReConnect 3 and ReConnect 4 Program-This program provides loans and grants to expand broadband access, including cost of construction, improvement, or acquisition of facilities and equipment needed in rural areas, addressing the digital divide and enhancing economic opportunities.

- Deploy affordable, reliable high-speed broadband service.
- Expand infrastructure across Pawnee Nation tribal lands and designated service areas.
- Improve connectivity for residents, businesses, government facilities, and community institutions.
- Ensure long-term sustainability, durability, resiliency and ease of maintenance.
- Utilize local workforce and comply with TERO.

- Comply with USDA ReConnect3 and ReConnect 4 program requirements and all federal, tribal, and grant conditions.

PROJECT SCOPE

1.0 – DEFINITIONS

1.1 "Project Completion Date" means the date upon which The Nation's grant-funded broadband network construction is substantially complete and ready for customer activation, as mutually agreed upon in writing by the Parties.

1.2 "Agreement Term" means the period beginning on the Project Completion Date and continuing for five (5) years, subject to renewal as set forth in Section 10.

1.3 "Service Territory" means the geographic area encompassing the approximately 3,001 BSLs within the service territory in Pawnee Nation Reservation across Pawnee, Noble, and Payne Counties as identified in Nation's grant programs.

1.4 "Recurring Revenue" means all monthly broadband service fees, Federal Lifeline subsidy payments, customer co-payments for Lifeline service, and equipment rental fees, if any.

1.5 "Non-Recurring Revenue" means all one-time charges including but not limited to installation fees, custom installation and construction charges, mast and pole costs for non-grant BSLs, service call charges outside warranty, and late payment fees.

1.6 "CPE" means customer premises equipment, including Nokia or Calix ONTs for fiber-served locations

1.7 "CAI" means Community Anchor Institutions, being tribal facilities designated to receive complimentary service under this Agreement.

1.8 "DIA" means Dedicated Internet Access, the upstream internet bandwidth circuit utilized at the Nation headend facility.

1.9 "Lifeline" means the Federal Communications Commission's Lifeline program providing subsidized broadband service to qualifying low-income households, including Oklahoma Tribal Lifeline designation.

2.0 SCOPE OF WORK

Funding Coverage: ReConnect 3 covers approximately two-thirds of Pawnee County (outside municipalities) and extends into northwestern Noble County ($\approx$ 1,388 passings over $\approx$ 653 miles using existing aerial infrastructure). The project utilizes existing aerial paths using Indian Electric Cooperative electric poles infrastructure. Funding Coverage for ReConnect 4 covers City of Pawnee 720 passings, City of Yale 427 passings, and Payne County 466 passings. Target services: Designed to deliver broadband services to all the premises, 100 Mbps downstream and 100Mbps upstream.

2.1 Exclusive Operator. Subject to the terms and conditions of Agreement, The Nation hereby agrees Operator will operate the ReConnect 3 and ReConnect 4 Network as the exclusive service provider for the Service Territory for the duration of the Agreement Term. The Nation agrees not to establish a competing Isp service or engage an alternative ISP operator to operate the Network in the Service Territory during the Agreement Term.

2.2 Turnkey Operations. Operator shall provide complete turnkey ISP operations for R3 and R4 Network, including:

- Customer Sales and acquisition
- Professional installations and activation
- Billing and collections via Gaiia Billing Platform
- Customer support (8am.- 6pm. Monday- Friday, 9am. – 1pm. Saturday direct, off-house support vias Server Plus)
- Field operations and service calls
- Network monitoring, maintenance of 811 database, and responding to locate request
- Regulatory compliance and reporting
- Lifeline program administration
- FCC reporting

2.3 Branding. Operator shall operate its ISP operations service under its own consumer brand, or such other branding as mutually agreed upon in writing.

2.4 Pricing Authority. Operator shall have sole authority to establish service pricing and promotional offers. Operator agrees to consult with the Nation prior to implementing material pricing changes affecting the Service Territory.

2.5 Grant Compliance Reporting. Operator shall provide the Nation with subscriber data, service activation records, speed tier documentation, and network performance metrics as reasonably required to support The Nation's compliance reporting obligations under the ReConnect 3 & ReConnect 4 programs. Reports shall be provided within fifteen (15) days of written request by the Nation. Operator shall maintain records sufficient to support grant audits for a minimum of five (5) years following the Project Completion Date and shall cooperate in good faith with any grant program auditors or administrators requiring access to operational data.

2.6 Operator Expansion Rights. Operator shall have the ongoing right, but not the obligation, to expand broadband service beyond the initial 3,001 grant-funded BSLs where such expansion is delivered over or interconnected with the Nation-owned grant-funded infrastructure. Such expansion shall be at Operator's sole discretion, subject to economic viability, and shall trigger the revenue split. For clarity any expansion Operator undertakes independently using solely its own infrastructure and assets with no connection to the Nation's Grant Network is outside the scope of the agreement and not subject to any revenue sharing obligations.

2.7 The Nation's Grant-Funded Expansion — Right of First Refusal. In the event the Nation identifies or secures funding for any broadband expansion utilizing or interconnected with the Nation-owned grant-funded infrastructure, including but not limited to additional federal or state grants, tribal funds, or third-party financing, the Nation shall notify Operator in writing within thirty (30) days of identifying or securing such funding and shall first offer Operator the

opportunity to operate and integrate such expansion into the existing Grant Network. Operator shall have ninety (90) days from receipt of such notice to commit in writing to undertake providing ISP operations for the expansion project, which period may be extended by mutual written agreement of the Parties. If Operator declines or fails to respond within the ninety (90) day period, the Nation shall be free to provide ISP service or engage an alternative ISP operator for that specific expansion project only, and Operator's right of first refusal shall remain intact for all future expansion project opportunities. The Parties shall work in good faith to incorporate any such expansion project into the Grant Network and Operator's operational platform to maintain network continuity and efficiency.

3.0 REVENUE SHARING

3.1 Network Revenue Split. For all Recurring Revenue generated from ISP operations for the Network locations (3,001 grant-funded BSLs), revenue shall be allocated as follows:

- Operator: percentage
- The Nation: percentage
- Total shall equal 100%

3.2 Non-Recurring Revenue. All Non-Recurring Revenue generated from ISP operations for the Network locations shall be retained 100% by Operator and is not subject to any revenue sharing obligation under this Agreement.

3.3 Lifeline Revenue Treatment. Federal Lifeline subsidy payments and associated customer co-payments shall be treated as Recurring Revenue and subject to the applicable revenue split under Sections 3.1.

3.4 Settlement and Reporting. Operator shall collect all revenue generated from ISP operations the Network locations and remit the Nation's share monthly, within thirty (30) days following the end of each calendar month. Operator shall provide detailed Gaiia-generated revenue reports with each payment, including subscriber counts, service tier breakdown, and split calculations.

3.5 Bad Debt. Operator shall pursue collections in good faith using standard industry practices prior to writing off any account as bad debt. Once written off, bad debt losses shall be allocated between the Parties at the same ratio as the applicable revenue split. Bad debt write-offs shall be itemized in the monthly revenue report provided to the Nation under Section 3.5, and the Nation's share shall be deducted from the monthly remittance.

3.6 CAI Exclusion. Revenue associated with complimentary CAI location connections described in Article 6 shall be excluded from any revenue split calculations under Sections 3.1. Such connections represent Operator's community contribution to the Nation.

4.0 – INFRASTRUCTURE AND ACCESS RIGHTS

4.1 The Nation Provides – Headend Facility.

The Nation shall provide Operator with the following at the Nation's headquarters facility at no cost to Operator:

- Rack space for core networking equipment
- Power and HVAC
- Physical security

4.2 The Nation Provides – DIA Circuit.

Operator shall procure, manage, and pay the DIA circuit serving the Nation headquarters headend facility. The Nation shall reimburse Operator for fifty percent (50%) of the monthly DIA circuit cost within fifteen (15) days of receipt of Operator's monthly invoice. Operator shall be responsible for traffic engineering and capacity planning recommendations.

4.3 The Nation Provides – Fiber Plant and Easements.

- The Nation retains ownership of all grant-funded fiber infrastructure
- The Nation is responsible for all easement acquisition and property access rights through the grant process
- Operator is granted perpetual access to fiber routes for maintenance and troubleshooting during the Agreement Term
- The Nation is responsible for physical plant maintenance (cable, conduit, handholes)
- Operator is responsible for all active electronics

4.4 Operator Provides.

Operator shall provide and maintain at its sole cost and expense:

- Customer support systems (Gaiia Billing Platform)
- NOC monitoring and management systems
- Field service vehicles and tools
- Ample IPv4 and IPv6 address space to support full network deployment and future growth
- All CBRS Spectrum Access System (SAS) fees and regulatory compliance.

5.0 – SERVICE PORTFOLIO AND PRICING

5.1 Fiber Service Tiers (GPON/XGSPON)

Service Tier	Speed	Monthly Price
Standard	500/500 Mbps	\$/mo
Premium	1G/1G	\$/mo
Ultra	2G/2G	\$/mo

5.2 Lifeline Service. Operator shall pursue Oklahoma Tribal Lifeline certification and actively market the Lifeline program to eligible tribal members. Lifeline service shall provide a minimum of 100/20 Mbps. The federal subsidy (\$34.25/month) and customer co-payment shall be treated as Recurring Revenue subject to the applicable revenue split.

6.0 – COMMUNITY ANCHOR INSTITUTIONS

6.1 Complimentary Service. Operator shall provide complimentary broadband service to ten (10) Nation CAI facilities designated by the Nation.

- Pawnee Nation Headquarters (Building 64)
- Pawnee Nation Court
- Pawnee Nation Enrollment Office
- Pawnee Nation Public Safety Center

- Pawnee Nation Roam Chief
- Pawnee Nation Wellness Center/ Gym
- Museum of Pawnee Nation
- Pawnee Nation Housing Authority
- Pawnee Nation Court
- Pawnee Nation Tax Agency

6.2 Service Specifications.

- Fiber-served CAI sites: 1 Gbps/1 Gbps symmetrical
- Fixed wireless CAI sites: 300/60 Mbps
- Installation: Standard installation at no charge
- Support: Priority technical support during business hours
- Term: Coterminous with this Agreement

6.3 Additional CAI Sites. Additional facilities may be added by mutual written agreement of the Parties.

7.0 – Customer Premises Equipment

Operator shall extend fiber from D mark Electric meter, into the house “underground” and install all grant funded equipment as needed.

7.1 Customer Service Operator shall respond to all service calls within a 24-hour time frame. All new service request should be filled within a two-week period.

7.2 Marketing Operator is responsible to identify communication and advertising that will be allocated to ensure the success of the project.

8.0 – INSURANCE AND LIABILITY

8.1 Operator shall maintain the following insurance coverage throughout the Agreement Term:

- Commercial general liability: \$2,000,000
- Professional liability: \$1,000,000
- Commercial auto liability: \$1,000,000
- Workers’ compensation: Statutory requirements
- Property insurance covering Operator-owned equipment

8.2 The Nation shall maintain the following insurance coverage throughout the Agreement Term:

- Liability coverage for tribal facilities

8.3 Mutual Indemnification. Each Party shall indemnify, defend, and hold harmless the other Party from and against any claims, damages, losses, or expenses arising out of or resulting from the indemnifying Party's negligence, willful misconduct, or material breach of this Agreement.

9.0 – TERM, RENEWAL, AND TERMINATION

9.1 Initial Term. This Agreement shall commence on the Project Completion Date and continue for a period of five (5) years.

9.2 Renewal. This Agreement shall automatically renew for successive three (3) year terms unless either Party provides written notice of non-renewal no less than one hundred eighty (180) days prior to the end of the then-current term.

9.3 Termination for Cause. Either Party may terminate this Agreement upon a material breach by the other Party, provided the non-breaching Party delivers written notice of such breach and the breaching Party fails to cure such breach within ninety (90) days of receipt of notice.

9.4 Termination for Insolvency. Either Party may terminate this Agreement immediately upon written notice if the other Party becomes insolvent, makes an assignment for the benefit of creditors, or has a receiver appointed.

9.5 Effect of Termination. Upon expiration or termination of this Agreement:

- Customer accounts served under the Network shall transfer to the Nation or Nation's designated successor ISP operator
- Operator shall provide complete customer database and account information for Network customers within thirty (30) days
- Operator shall provide thirty (30) days of transition assistance to the Nation or successor ISP operator for Network operations
- Grant-funded CPE shall remain with the Nation or successor ISP operator
- Operator-owned active electronics shall be removed by Operator or purchased by the Nation at fair market value
- Final revenue reconciliation shall be completed within thirty (30) days of the termination date, and shall include reimbursement of any Operator equipment replacement contributions eligible for cost recovery under Section 7.3

PROPOSAL CONTENTS

Respondents shall base their proposal's on performing all work in accordance with this RFP. The proposal should provide appropriate exhibits, graphics, drawings, schedules, cost models, and text to reflect consideration of the evaluation factors and RFP requirements. Discussion information should be concise and specific to this project.

Letter of Interest – A letter executed by a principle of the respondent committing to the requirements specified within this RFP.

- 1. ISP Operator Team**
 - a. American Indian Preference
- 2. Relevant Experience & Past Performance**
- 3. Technical Approach**
- 4. Schedule & Capacity**
- 5. Fee Proposal**
- 6. References (minimum 3, maximum 5)**

Appendices

- A. Executive Summary
- B. Company Profile

- C. Implementation plan
- D. Support Model
- E. Financial Statements
- F. BIA FORM BIA-4432 – Indian Preference listed within Team Structure (1 form for each business/company, claiming Indian Preference, does not count towards page limit)
- G. Reference Letters – Minimum of 3, up to 5 different references, please include point of contact information. 8. References. (1 Page Limit, does not count towards page limit)

PROPOSAL EVALUATION CRITERIA

The maximum number of points for the proposal will be 115 points maximum given.

The most qualified respondents will be recommended for interview and after interviews the most qualified and best suited will be forwarded onto the Pawnee Business Council for final selection approval.

1. Technical Solution 15 Points

Full points are given to following directions given within this RFP. This includes, but not limited to, scalability, redundancy, design standards, and future readiness. Fee Proposal

2. ISP Operator 15 Points

**15 Points: Indian
Preference Only**

Provide a company profile of current and past projects that are similar, current service model used with an organizational chart demonstrating capacity.

Criteria for Indian Owned Business for Indian Preference Consideration

The business must be established or organized for the purpose of profit.

Indian ownership must constitute no less than 51% of the enterprise. Provide a BIA Form BIA-4432 Verification of Indian Preference for Employment in the Bureau of Indian Affairs and the Indian Health Service.

If not 100% Indian owned, provide the make up for the rest of the ownership of business/company.

3. Relevant Experience & Past Performance 15 Points

Provide a summary of at least five (5) years of experience in municipal or tribal broadband systems. Demonstrate experience with broadband systems. Provide capability and experience working with tribal governments and culturally sensitive projects.

4. Project Delivery 15 Points

Outline in detail the approach to implanting fiber network to community.

5. Operations and Maintenance **10 Points**

Provide a detailed list of in-house capabilities, field support, preventive maintenance.

6. Service Levels **10 Points**

Availability guarantee, repair times, performance monitoring.

7. Local Presence **10 Points**

Company local presence of work force including workforce development for future jobs.

8. References **10 Points**

Provide a minimum of 3 references up to 5 references that demonstrate relevance, recent collaborations, positive relationships, diversity of projects, size/complexity of projects, and/or achievements. Ensure a point of contact with all contract information for each reference is clearly identifiable.

RFP PROCESS

All interested respondents are invited to submit a proposal in accordance with the specifications, requirements and dates set forth herein. The Nation intends to award a contract to the respondent, who, following the criteria outlined below, best meets the objectives of the RFP. The Nation reserves the right to reject any and/or all proposals.

- Inquires-Prospective respondents may make written or verbal inquiries, to the Points of Contacts, concerning this RFP to obtain clarification of requirements. No inquiries will be accepted after Monday, August 31, 4:00 P.M. C.S.T.
- RFP Request-All requests for a full RFP should be in written form, directed to:

Reva Howell
Phone: (918) 762-3621 ext. 194
E-mail: rh0661@pawneenation.org

Subject line to read: PNB-P3 R4 ISP Operator RFP Request

- Addendum or Supplements to Request for Proposal-In the event it becomes necessary to revise any part of this RFP, an addendum will be provided and posted to the website at www.PawneeNation.org. It is the responsibility of each respondent who received the original RFP to download and print the addendum(s). Every effort will be made to communicate with all respondents of the addendum or supplements to the RFP.
- Proposal Submission-Each proposal must be identified with the project title, respondent's name and address, due date and time. A letter of transmittal shall be provided with each proposal. A proposal may be withdrawn prior to the due date and time by written request. Any proposal not withdrawn by the due date shall constitute

an irrevocable offer. The Respondent is responsible for all costs incurred by Respondents prior to issuance of a fully executed contract. All material submitted regarding this RFP will become the property of the Nation's and will only be returned to the respondent at the Nation's option.

One (1) original and (2) copies of the typewritten proposal and one (1) electronic copy must be received on or before Wednesday September 9, 2026, 4:00 P.M. cst. Respondents mailing their proposals must allow sufficient mail delivery time to ensure receipt of the proposal by the time specified. Late proposals will not be considered under any circumstances and will be returned. The proposal should be delivered or sent to the following address, in person deliveries are acceptable.

Mailing Address

Pawnee Nation of Oklahoma
Procurement Office
PNBP-R3 R4 RFP ISP Operator
P.O. BOX 470
Pawnee, OK 74058

Physical Address (overnight)

Pawnee Nation of Oklahoma
Procurement Office
PNBP-R3 R4 RFP ISP Operator
881 Little Dee Dr.
Pawnee, OK 74058

- Acceptance of Qualification's Proposal Content-The contents of the proposal for the successful respondent, and the RFP may become all or part of the Scope of Work and as such contractual obligations. Failure of the successful respondent to accept these obligations in a contract may result in cancellation of the award.
- Selection/Procurement Process-A single respondent will be selected through the best value selection process. Interested respondents will submit an RFP response. A selection panel will evaluate each response according to the selection criteria set below. The Nation expects to create a short list of at least three (3), but not more than five (5) respondents to conduct formal interviews. The Nation will select the respondent based on the RFPs received and formal interviews conducted. The Nation may conduct a due diligence review on the respondent receiving the highest score.

The Nation will enter negotiations with the selected respondent and execute a contract upon completion of negotiation of fees and contract terms.

If the Nation is unsuccessful in negotiating a contract, the Nation may then negotiate with the next qualified respondent until a contract is executed, or the Nation may decide to terminate the selection process. Once a contract is carried out with the successful respondent, the procurement process is complete.

- Award of RFP/Right to Reject-The contract will be awarded to the successful respondent whose proposal conforms to the RFP and is most advantageous to the Nation. The Nation reserves the right to reject all proposals and to waive informalities and irregularities in the proposals received and to accept any portion of any proposal or all items proposed if deemed in the best interest of the Nation.

SCHEDULE

Published RFP	Thursday, August 20, 2026
Inquiry Deadline	Monday, August 31, 2026
Proposal Submission Deadline	Wednesday, September 9, 2026
Proposal Review (Approximate Date)	Week of September 14th
Interviews	Week of September 21st
Selection (Approximate Date)	Week of September 28th