



Prairie Band of Potawatomi Nation  
16281 Q Road, Mayetta, KS 66509  
Phone: (785)966.4000 • Fax: (785)966.3062

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## **PRAIRIE BAND POTAWATOMI NATION**

**16281 Q ROAD**

**MAYETTA, KS 66509**

### **REQUEST FOR PROPOSAL**

**“PBPN TIRE PURCHASE, REPAIR AND MINOR VEHICLE  
MAINTENANCE”**

#### **SUBMISSION DEADLINE:**

**July 28, 2021@ 3:00 PM (CST)**

Late submissions will not be considered.

#### **SUBMIT TO:**

PBPN Procurement Office

Maureen Curley, MPA, CPM

[maureencurley@pbpnation.org](mailto:maureencurley@pbpnation.org)



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## REQUEST FOR PROPOSAL(S)

**SOLICITATION NUMBER:** 2021-00011

**SOLICITATION DUE DATE/TIME:** July 28, 2021 @ 3:00 PM

**SUBMITTAL LOCATION:** 16281 Q Road, Mayetta, KS 66509

**DESCRIPTION:** "PBPN TIRE PURCHASE, REPAIR, AND MINOR VEHICLE MAINTENANCE"

<b>PRE-OFFER CONFERENCE:</b>	<b>NONE</b>	<b>NONE</b>	<b>PBPN, Mayetta, KS</b>
	<b>DATE</b>	<b>TIME</b>	<b>LOCATION</b>

There is no pre-conference for this RFP.

Interested contractors are encouraged to contact the Procurement Office for questions and additional information.

In accordance with PRAIRIE BAND POTAWATOMI NATION (PBPN) competitive sealed proposals for the services specified will be received by the PBPN at the address provided for in the RFP. Proposals received by the due date and time will be opened. The name of each Offeror will be publicly available. Proposals must be submitted to the PBPN on or prior to the date and time indicated. Late proposals will not be considered. It is the responsibility of the supplier/offeror to offer company email address and routinely check with the PBPN Representative for Solicitation Amendments. Additional instructions for preparing an Offer are included in this solicitation.

With seventy-two (72) hours prior notice, persons with disabilities may request special accommodations such as interpreters, alternative formats, or assistance with physical accessibility. Such requests are to be addressed to the Solicitation contact person named below.

**OFFERORS ARE STRONGLY ENCOURAGED TO CAREFULLY READ THE ENTIRE SOLICITATION**

**Ms. Maureen Curley, MPA, CPM**  
**PBPN – Procurement Officer**  
**16281 Q Road**  
**Mayetta, Kansas 66509**  
**Telephone: (785)966- 3970**  
[MaureenCurley@pbpnation.org](mailto:MaureenCurley@pbpnation.org)

# **PRAIRIE BAND POTAWATOMI NATION NARRATIVE**

## **1. INTRODUCTION**

The Prairie Band Potawatomi Nation (PBPN) is a federally recognized Indian tribe of more than 4,586 enrolled Tribal members and approximately 300 Tribal employees. As part of the Council of Three Fires, the PBPN signed the 1829 Second Treaty of Prairie du Chien independently and the 1832 Treaty of Tippecanoe. With the Indian Removal Act of 1884, the Prairie Band were forcibly relocated west to Missouri's Platte County, then to Council Bluffs, Iowa and eventually in 1846 relocated to present day Mayetta, Kansas. Throughout the 1940-60's, the United States Government shaped the Indian Termination Policy, to end all US government's recognition of sovereignty and trust relationship with tribes. The Prairie Band was targeted along with three (3) other tribes in Kansas and several other tribes in California, New York, Florida, and Texas. However, in 1954 PBPN Tribal leader Minnie Evans lead the effort to stop termination of the Prairie Band of Potawatomi Nation as well as the Sac & Fox, Kickapoo, and Iowa tribes.

With the 1996 opening of the PBPN Casino, the tribe has provided over 191 tribal homes fully occupied on the reservation as well as the Tribe's government offices, Police and Fire Stations, Boy & Girls Club facility, Health Center, Behavioral Health Center, Early Childhood Education, Senior Center, Language Program building, the PB Construction Inc., Firekeeper Golf Course, Nation Station Convenience store and several other enterprises.

## **2. BACKGROUND**

The PBPN has a land area of 11 square miles, a total of 77,357 acres located entirely in Jackson County, 20 miles north of Topeka, Kansas off state highway 75. The Nation's current land mass though trust land and owned individually by the Nation consists of; 661 tracts (33,703 acres) on-reservation; 34 tracts (1,744 acres) off-reservation and 695 tracts (35,447 acres) overall.

PBPN has 56 commercial structures with an active Tribal government serving its membership with a full range of services including fire, police, sanitation, public improvements, health and social services, childcare, planning and zoning and general administrative services.

The PBPN government has a Council-Manager form of government. The Tribal Council is comprised of the Chairman and six (6) Council members. The Tribal Council are elected at large every four years with staggered terms. The Council is the legislative body of the Tribal government with the Chairman as the presiding officer. The General Manager is appointed by the Council and administers the daily operations of the Tribal government through appointed department heads.

## 1. SECTION ONE - GENERAL INFORMATION

### 1.1. PURPOSE FOR REQUEST FOR PROPOSAL (RFP)

The Prairie Band of Potawatomie Nation (PBPN) is requesting proposals from qualified firms or individual businesses to provide Tire repair, tire replacement services, and minor repairs related to vehicle maintenance services for all PBPN fleet vehicles when required, per terms, conditions, and specification of this RFP. The primary purpose is to obtain the lowest cost for tires, tube, labor, and related vehicles maintenance services. Contractor shall provide competitive pricing for labor, tire products and services, parts discount, and warranty services through either retail distribution networks and/or front window stores. It is the intent of PBPN, that PBPN staff will deliver and pick up vehicles to and from the vendors place of business, unless mobile onsite service is requested.

### 1.2. PROJECT LOCATION

The PBPN Tribal Government Center is located at 16821 Q Road, Mayetta, KS., 66509.

### 1.3. PROPOSAL GUIDELINES

This request for Proposal represents the requirements for an open and competitive process. Proposals will be accepted **until 3:00 PM, July 28<sup>th</sup>, 2021 (CST)**. Any proposals received after this date and time will not be considered. All proposals must be signed by an official agent or representative of the company submitting the proposal.

If an organization submitting a proposal, outsources or contracts any work to meet the requirements contained herein, this must be clearly stated in the proposal. Additionally, all costs, included in the proposals must be all-inclusive to include all outsourced or contracted work. Any proposals which call for outsourcing or contract work must include a name and description of the organizations being contracted and type of work to be performed.

All costs must be itemized to include an explanation of all fees and costs.

### 1.4. PRE-OFFER CONFERENCE

1.4.1. **There is NO Pre-proposal meeting for this solicitation. Interested contractors are encouraged to contact the Procurement office for questions and additional information.**

1.4.2. The purpose of the Pre-proposal meeting is to clarify the contents of this solicitation and the procurement process to prevent any misunderstanding of the project, and to respond to any immediate questions that Contractor may have about this RFP. A list of persons in attendance at the pre-Proposal meeting will be recorded.

1.4.3. Any doubt as to the requirements of this Proposal (RFP) or any apparent omission or discrepancy should be presented to the Nation at this conference.

1.4.4. An Offeror may not rely on any verbal responses to questions at the conference. Material issues raised at the conference that result in changes to the Solicitation shall be answered solely through a Solicitation Amendment.

1.4.5. Persons with Disabilities: Persons with a disability may request a reasonable accommodation by contacting the Procurement office. Request should be made as early as possible to allow sufficient time to arrange for accommodations.

- 1.4.6. No oral communication from or with the Owner Contact, Tribal employee individuals or Tribal official concerning the Project during the Procurement process is allowed, except during the Pre-Conference meeting and Question inquiry phase. A violation of this may result in disqualification of the proposer.
- 1.4.7. Selection of the firm will follow a two-step process with a three (3) person Evaluation Selection Committee. The Committee may request an interview and/or presentation of the two (2) highest scoring Offerors. This interview process shall be used to ensure selection of the firm providing the best overall capability to perform the work in a manner most advantageous to the PBPN in accordance with established evaluation criteria.

## 1.5. PROJECT SCOPE OF WORK

The project scope of work is attachment "A."

## 2. SECTION TWO – REQUIREMENTS

### 2.1. Project

- 2.1.1. The selected contactor will commence with service upon completion of the required PBPN Professional Goods and Services Contract.
- 2.1.2. The selected contractor shall be given access to relevant documents to assess the needs of PBPN.
- 2.1.3. The Contractor shall re-execute any work that fails to conform to the requirements of this contract. Such re-execution of work shall be the sole responsibility of the Contractor (including all associated cost).
- 2.1.4. PBPN reserves the right to request all responsible and responsive Offerors to provide a demonstration, presentation and overview of the Offerors proposal which will be scheduled after the Request for Proposal close date.
  - 2.1.4.1. Demonstrations/Presentations will be conducted at the PBPN Administration Conference Room.
  - 2.1.4.2. PBPN will arrange the format, date, time, and place for the presentation and notify each Offeror.
  - 2.1.4.3. Demonstration/Presentation shall be provided at no expense to PBPN.
  - 2.1.4.4. Demonstration/Presentation will be limited to the time stated in the PBPN invitation.

### 2.2. Project Delivery and Stipulations

The price and contract will be procured using the PBPN Procurement's Competitive Sealed Bidding Process as described in PBPN Procurement Policy procedures as it has been determined to be the most appropriate method of contracting for the subject project.

## 2.3. Solicitation Inquiries

### 2.3.1. Duty to Examine

It is the responsibility of each Offeror to examine the entire Solicitation, seek clarification in writing (inquiries) and examine its Offer for accuracy before submitting an Offer. Lack of care in preparing an Offer shall not be grounds for modifying or withdrawing after the due date and time.

### 2.3.2. Solicitation Contact Person

Any inquiry related to a Solicitation, including any request for or inquiries regarding standards referenced in the Solicitation shall be directed solely to the Procurement Office.

### 2.3.3. Submission of Inquiries

2.3.3.1. All inquiries related to the Solicitation are required to be submitted to the Procurement office and/or emailed to [MaureenCurley@pbpnation.org](mailto:MaureenCurley@pbpnation.org)

2.3.3.2. All responses to inquiries will be answered by email.

2.3.3.3. Any inquiry related to the Solicitation should reference the appropriate solicitation page and paragraph number.

2.3.3.4. Offerors are prohibited from contacting any PBPN department/employee other than the Finance Director and/or the Procurement Officer concerning the procurement while the solicitation and evaluation are in process.

### 2.3.4. Timeliness

2.3.4.1. Any inquiry or exception to the Solicitation shall be submitted as soon as possible and should be submitted at least twenty-four (24) hours before the Offer due date and time for review and determination.

2.3.4.2. Failure to do so may result in the inquiry not being considered for a Solicitation Amendment.

### 2.3.5. Solicitation Amendments

2.3.5.1. All Solicitation Amendments shall only be modified by a Solicitation Amendment and issued by mail or email.

2.3.5.2. All Solicitation Amendments shall be acknowledged by email to the PBPN's Procurement Office no later than the Offer due date and time. Failure to acknowledge a Solicitation Amendment may result in rejection of the Offer.

### 2.3.6. Offer Amendment or Withdrawal

An offer may not be amended or withdrawn after the Offer due date and time except as otherwise provided under applicable PBPN Procurement Policy.

### 2.3.7. Confidential Information

If an Offeror believes that any portion of an Offer, protest, or correspondence contains a trade secret or other proprietary information, the Offeror shall clearly designate the trade secret and other proprietary information, using the term “confidential.”

#### 2.3.8. Public Record

All offers submitted and opened are public records and must be retained by PBPN for a period of three (3) years. Offers shall be open and available to public inspection through PBPN’s Procurement Office ten (10) days after the awarded contract, except for such Offers deemed to be confidential by the Tribe.

#### 2.3.9. Non-collusion, Employment and Services

By signing the Offer and Acceptance form or official contract form, the Offeror certifies that:

2.3.9.1. The Offeror did not engage in collusion or other anti-competitive practices in connection with the preparation or submission of its Offer; and

2.3.9.2. The Offeror does not discriminate against any employee or applicant or employment or person to whom it provides services because of race, color, religion, sex, national origin, or disability and that it complies with an applicable federal state and local laws and executive orders regarding employment.

#### 2.3.10. Formal Contract

The contractor shall meet all the requirements to establish a Professional Goods and Service Contract (PGSC) with the Procurement Office.

#### 2.3.11. Disclosure

If the person submitting this Offer has been debarred, suspended or otherwise lawfully precluded from participating in any public procurement activity, including being disapproved as a subcontractor with any federal, state or local government, or if any such preclusion from participation from any public procurement activity is currently pending, the Offeror shall fully explain the circumstances relating to the preclusion or proposed preclusion in the Offer (Attachment C). The Offeror shall set forth the name and address of the governmental unit, the effective date of the suspension or debarment, the duration of the suspension or debarment, and the relevant circumstances relating to the suspension or debarment. If suspension or debarment is currently pending, a detailed description of all relevant circumstances including the details enumerated above shall be provided.

#### 2.3.12. Delivery

Unless stated otherwise in the Solicitation, all prices shall be F.O.B. Destination and shall include all freight, delivery and unloading at the destination(s).

### 2.4. **Project Timeline**

2.4.1. The PBPN reserves the right to make changes or alterations to the schedule in the best interest of the Project. Contractor will be notified sufficiently in advance of any changes or alterations in the schedule. Unless otherwise notified in writing, the dates indicated below for submission of items or for other actions on the part of a Proposer shall constitute absolute deadlines for those activities and failure to fully comply by the time stated shall

cause a Proposer to be disqualified as non-responsive.

<b>July 1, 2021</b>	<b>Legal Notice</b>
<b>July 1, 2021</b>	<b>Public/Private Advertisement of RFP</b>
<b>July 7, 2021</b>	<b>Amendments to RFP</b>
<b>July 9, 2021</b>	<b>Deadline for submission of questions</b>
<b>N/A</b>	<b>Mandatory Pre-Bid ZOOM Conference</b>
<b>July 12, 2021</b>	<b>Answers to submitted Questions - Final</b>
<b>July 28, 2021 @ 3:00 PM (CST)</b>	<b>Proposals Due</b>
<b>July 28, 2021 @ 3:00 PM (CST)</b>	<b>Opening of Proposal submitted</b>
<b>TBD</b>	<b>Evaluations of Proposals</b>
<b>TBD</b>	<b>Notice of Award</b>

## 2.5. Budget

All proposals must include proposed costs to complete the tasks described in the project scope.

- 2.5.1. Provide a guaranteed budget for services listed in the Scope of Work (attachment "A").
- 2.5.2. Fee Proposal: All Proposers are required to use the Pricing Proposal form (Attachments "C") to be submitted with their proposal. Pricing instructions should be clearly defined to ensure fees proposed can be compared and evaluated. Proposals shall be valid for a minimum of 180 days following submission.
- 2.5.3. Cost of Offer Preparation:
  - 2.5.3.1. The PBPN will not reimburse any Offeror the cost of responding to the Solicitation.
- 2.5.4. The PBPN reserves the right to negotiate the fees proposed by the offeror.
- 2.5.5. This contract does/does not require the contractor to satisfy the requirement of the Davis Bacon Act of 1931, a federal law that establishes the requirement for paying the local prevailing wages with respect to the employees working in connection with the contracted.
- 2.5.6. The PBPN will require and attest the Contractor in good faith to hire qualified PBPN Tribal members according to the TERO Ordinance requirements of 1979 for preference, employment, and this opportunity.

## 2.6. Pricing and Taxes

- 2.6.1. Contractor's best pricing, for the term of this Contract, the prices and discounts will be equal to or better than the lowest price and largest discounts, both separately and in combination, at which Contractor sells equivalent items of equipment and materials.
- 2.6.2. All prices and rates to the extent they differ from those exhibited by the Contractor, shall be valid for the entire term of the Contract, and shall not be subject to revision for inflation, or any changes to wages, taxes or other costs that Contractor may be obliged to incur that may be higher than those which it contemplated when proposing the relevant price of rate.
- 2.6.3. The PBPN is exempt from paying Kansas Use Tax and Federal Excise Tax.



### 3. SECTION THREE - INSTRUCTIONS TO BIDDERS

#### 3.1. Proposal Content

Proposal must be organized according to the mandatory sections listed below. Proposals that do not address all the mandatory sections listed below may be considered non-responsive and may not be evaluated. Proposal should be of sufficient length and details to demonstrate the offeror has a thorough understanding of the skills necessary to deliver the services requested.

3.2. Offerors responding to this Solicitation must **submit two (2) hard-bond copies, typed using 12-point font single spaced and a digital file using either a USB drive file or emailing an electronic copy to [MaureenCurley@pbpnation.org](mailto:MaureenCurley@pbpnation.org)**. The Procurement Office will not respond to any inquiries received in any other manner.

3.3. Offers shall be received before the due date and time stated in the solicitation. Offers submitted outside the stated requirements or those that are received after the due date and time shall be rejected.

3.3.1. When submitting an Offer, only files that are Microsoft Word Documents, Excel Workbooks, PowerPoint presentations and/or Adobe Acrobat documents will be accepted. Any other format will need advance approval before submitting your files.

3.3.2. Each proposal shall include an attachment for each response section.

3.3.3. The material shall be in sequence and organized as outlined in section 3.4 (below) as related to the RFP.

3.3.4. Failure to include the requested information may have a negative impact on the evaluation of the Offeror's proposal.

3.4. **The proposal shall be organized in the following manner:**

3.4.1. **Cover and Table of Contents**

3.4.2. **Tab 1- Letter of Interest**

3.4.2.1. Provide a letter of interest describing your interest for this project (2 pages minimum) and any changes to the format or deletions of requested materials should be explained in the cover letter. Please include the following in your cover letter:

3.4.2.1.1. Describe why your firm considers itself to be best qualified to master the project and perform the work required in a responsive manner,

3.4.2.1.2. Describe how the delivery of services will be provided to the Tribe including the location of the Respondent's offices and expected response times to the Tribe's requests,

3.4.2.1.3. Describe those conditions, constraints, or problems that are unique to the scope of work that may adversely affect either cost or delivery dates, and

3.4.2.1.4. If the Respondent is proposing to joint partner with another principle firm, the cover letter must specify the type of services to be provided by each firm.

**3.4.3. Tab 2 - Company Profile**

- 3.4.3.1. Provide a company profile including principal areas of expertise and experience providing services to Tribal communities, include an organizational chart depicting the management of the firm's organization and its relationship to any other business entity. Proposals must include the following information:
- 3.4.3.2. Date, state, and type of business organization (close, general or S Corporation, LLC or PLLC, Sole proprietorship),
- 3.4.3.3. Federal and State Tax ID numbers,
- 3.4.3.4. Names of Owners, Principals and/or Officers,
- 3.4.3.5. Civil or Criminal claims, judgments, or suite within the last ten (10) years,
- 3.4.3.6. Evidence of the firm's financial wherewithal to complete the project,
- 3.4.3.7. The name, title, email address, mailing address, fax and telephone numbers of the officer authorized to represent the Broker in any correspondence, negotiations and sign any contract that may result,
- 3.4.3.8. The Project Manager's name, title, email address, mailing address, fax, and telephone number.

**3.4.4. Tab 3 – Project Understanding and Approach**

- 3.4.4.1. Describe your understanding of the project and preliminary approach, methodology and plan to deliver the services requested. It is important to demonstrate the ability to advocate for PBPN while maintaining professional relationships throughout the project.
- 3.4.4.2. Describe the anticipated interaction with the Tribe.
- 3.4.4.3. Describe your understanding of the suitability of the specific audit and approach and the timing of the engagement technical approach for the project.

**3.4.5. Tab 4 – Company Experience and qualifications. All firms are requested to provide the following information (2 pages maximum).**

- 3.4.5.1. Address and phone numbers of all company offices,
- 3.4.5.2. Brief description of company history and key services,
- 3.4.5.3. Number of years in business,
- 3.4.5.4. Types of services provided,
- 3.4.5.5. List and describe all claims, lawsuits, or legal settlements within the past five (5)

years, and those that are currently pending, and

- 3.4.5.6. Number of full and part-time employees.
- 3.4.5.7. References from at least three (3) previous projects as stipulated with experience must be provided as proof of experience.
- 3.4.5.8. All sub-contractors engaged at work at the job site shall possess the necessary and appropriate licenses, certificates, training, and qualifications as required by PBPB Code for the intended work.

**3.4.6. Tab 5 - Technical Qualifications**

- 3.4.6.1. Offeror's shall identify a Project Coordinator who shall be a primary contract person for the PBPB Procurement office in discussing work that needs to be completed,
- 3.4.6.2. Offeror's shall provide a detailed description of the Project Coordinator's function and how they will accomplish the minimum tasks listed in the Scope of Work.

**3.4.7. Tab 6 – Fee/Budget Proposal**

- 3.4.7.1. Provide an all-inclusive pricing to include but not limited to, all labor, materials, labor rate, labor benefits, payroll burden, insurances, workmen's compensation fee, profit, overhead and all other related cost factors for the life of this contract.
- 3.4.7.2. The firm may not bill the Tribe for any other products or services without the Tribe Procurement and Purchasing approval.
- 3.4.7.3. Offeror's shall COMPLETE the attached budget worksheet or provide one equivalent to the PBPB worksheet.

**3.4.8. Tab 7 – Professionalism**

- 3.4.8.1.** Candidate has affirmed facilitation of communication, decision maker, pro-active responsibilities, competency, ethical principles and demonstrates trustworthy quality, and
- 3.4.8.2.** Demonstrates the ability to work with Tribal communities, entities and/or organizations.

**3.4.9. Tab 8 - Indian Preference**

- 3.4.9.1. Provide a description of the firm's history and proposed efforts to promote diversity in employment and utilization of Indian Preference, certified Disadvantaged Business Enterprise (DBE), Minority Business Enterprise (MBE), Small Disadvantage Business (SDB) and Women's Business Enterprise (WBE) firms as partners, subcontractors or suppliers on previous contracts.
- 3.4.9.2. Describe any innovative or particularly successful measures the firm has undertaken to work with these firms.

- 3.4.9.3. Describe how the firm is currently utilizing minorities and women in the workforce and how the firm has historically provided opportunities for minorities and women to receive training and work within the firm. The Proposal must include the following information:
- 3.4.9.4. Indian Preference (Applicable):
  - 3.4.9.4.1. The contractor shall comply with the Indian preference requirements in employment and subcontracting as required by the PBPB, the RFP Policy, and the Indian Self-Determination and Education Act, as amended.
  - 3.4.9.4.2. The work to be performed under this proposal is subject to the Indian Self-Determination Act (25 U.S.C. 450), that requires to the greatest extent feasible:
  - 3.4.9.4.3. Preference and opportunities for training and employment shall be given to Indians, and
  - 3.4.9.4.4. Preference in the award of contracts and subcontracts shall be given to Indian organizations or Indian-owned economic enterprises.
  - 3.4.9.4.5. The parties to this contract shall comply with the provisions of the Indian Self-Determination Act.
- 3.4.9.5. In connection with this contract the contractor shall, to the greatest extent feasible, give preference in the award of any subcontracts to Indian organizations or Indian-owned economic enterprises, and preferences and opportunities for training and employment to Indians.
- 3.4.9.6. The contractor shall include this clause in every subcontract in connection with the project, and shall, at the direction of the recipient, take appropriate action pursuant to the subcontract upon a finding by the recipient that the subcontractor has violated the clause of the Indian Act.

### 3.5. Submission of Offer

#### 3.5.1. Offer Submission Due Date and Time:

Offerors responding to this Solicitation must submit the Offer by mail and email to:

**PBPB Tribal Procurement Office**  
**“PBPB Tire Purchase, Repair and Minor Vehicle Maintenance”**  
**16281 Q Road**  
**Mayetta, KS 66509**  
[MaureenCurley@pbpnation.org](mailto:MaureenCurley@pbpnation.org)

3.5.2. Offers shall be received before the due date and time stated in the solicitation. Offers submitted outside of the stated submission requirements or those received after the due date and time shall be rejected.

#### 3.5.3. Offer and Acceptance

The Offer and Acceptance for this RFP shall be signed with a signature by the person authorized to sign the Offer and shall be submitted to the Procurement Office with the solicitation no later than five (5) days prior to the initial start date.

#### 3.5.4. Solicitation Amendment

A Solicitation Amendment shall be acknowledged to the PBPB Procurement/Purchasing Office no later than the Offer due date and time. Failure to acknowledge the Solicitation Amendment may result in rejection of the Offer.

#### 3.5.5. Offer Amendment or Withdrawal:

An Offer may not be amended or withdrawn after the Offer due date and time except as otherwise provided under applicable tribal policy or resolution.

#### 3.5.6. Public Record:

All Offers submitted and opened are public records and shall be retained by the PBPB Procurement/Purchasing Office for a period of three (3) years. Offers shall be open and available for public inspection through the PBPB Procurement/Purchasing office ten (10) days after the award has been made.

### 3.6. Proposal Opening

3.6.1. Offers received by the due date and time will be opened within one-half (1/2) hour of the closing date and time.

3.6.2. The name of each Offeror will be publicly available.

3.6.3. Offers will not be subject to public inspection for a period of ten (10) days or until after the Contract has been awarded.

## 4. EVALUATION

### 4.1. Evaluation Criteria

4.1.1. In accordance with the PBPB Procurement Policy, awards shall be made to the responsible Offeror(s) whose proposal is determined in writing to be the most advantageous to the Tribe based upon the evaluation criteria listed below.

4.1.2. The Tribe reserves the right to reject any or all responses to this RFP. Final selection of candidates will be on a basis of their apparent ability to meet the overall expectations of PBPB, as determined solely by the PBPB.

4.1.3. The PBPB reserves the right to conduct investigations as it deems necessary for the evaluation of any proposal and to establish the experience, responsibility, reliability, references, reputation, business ethics, history qualifications and financial ability of the firm responding. The purpose of the investigation is to determine that the candidate has the ability, experience, resources, and reputation necessary to perform the work and to support all warranties in accordance with the contract documents.

4.1.4. The evaluation factors are listed in their relative order of importance. In evaluating responses to this RFP, the PBPB Procurement Office will take into consideration the

experience capacity, and costs that are being proposed by the Respondent.

4.1.5. The following Evaluation Criteria will be considered in reviewing submittals:

- |                 |  |                 |
|-----------------|--|-----------------|
| 4.1.5.1.        | Meeting the minimal qualifications and requirements for service. | 10 points       |
| 4.1.5.2.        | Quality of work and ability to meet schedules.                   | 15 points       |
| 4.1.5.3.        | Vendors capacity and capability to perform the work.             | 15 points       |
| 4.1.5.4.        | Proximity and Location of Vendor.                                | 10 points       |
| 4.1.5.5.        | Vendors responsiveness to this RFP packet.                       | 5 points        |
| 4.1.5.6.        | Weekend, holiday, and afterhours services offered.               | 20 points       |
| 4.1.5.7.        | Proposers cost based on fee proposal.                            | 20 points       |
| <b>4.1.5.8.</b> | <b>Indian Preference</b>   | <b>5 points</b> |

## 4.2. **AWARD**

4.2.1. Number and Types of Awards

The PBPB reserves the right to make multiple awards or to award a Contract by individual line items or alternatives, by group of line items or alternatives, or to make an aggregate award, whichever is most advantageous to PBPB.

4.2.2. Contract Inception

An Offer does not constitute a Contract, nor does it confer any rights on the Offeror to the award of a Contract. A Contract is not created until the Offer is accepted in writing by the Procurement Office with the Finance and General Manager's signature on the Offer and Acceptance form. A notice of Award or of the intent to award shall not constitute acceptance of the Offer.

4.2.3. Effective Date

The effective date of the Contract shall be the date that the PBPB Tribal Council sign the Offer and Acceptance or other official contract form unless another date is specifically stated in the Contract.

## 4.3. **INVOICING**

4.3.1. Submitting invoices:

- 4.3.1.1. Contractor shall submit an invoice to the PBPB Finance Accounts Payable Office within thirty (30) days of the end of each month services were provided.
- 4.3.1.2. Every invoice must be signed by Contractor's authorized representative and accompanied by all supporting information and documentation required by the Contract.

- 4.3.1.3. No payment of invoice shall be made without authorization.
- 4.3.2. Contractor shall not seek payment for any service(s) provided without the proper signature of the designated or assigned individual for the project.
- 4.3.3. Services that have not been authorized on an acknowledged purchase order, and
- 4.3.4. Services that are the subject of a Contract Amendment or Change Order that has not been fully signed and executed.
- 4.3.5. Contractor shall submit all billing notices or invoices to the PBPN Accounts Payable Department at the following address:

**PBPN -Finance Department**  
**Accounting Section – Accounts Payable**  
**16281 Q Road, Mayetta, KS 66509**  
**(785) 966-8253**  
[AccountsPayable@pbpnation.org](mailto:AccountsPayable@pbpnation.org)

- 4.3.6. Defective invoices: without prejudice to its other rights under the Contract or further obligations to Contractor, the PBPN Accounting office may, at its discretion, reject any materially defective invoice. It will have no obligations to pay against a defective invoice unless and until the Contractor has re-submitted invoice free of defects.
- 4.3.7. Invoicing will be deemed automatically rejected upon delivery if they are,
  - 4.3.7.1. Sent to the wrong address,
  - 4.3.7.2. Do not reference the correct PBPN Contract number or Purchase Order, or
  - 4.3.7.3. Are payable to any Person other than the Contractor.
- 4.3.8. Invoicing for Task Orders: For task order Services, invoices must include the following information as applicable to the relevant task order being invoiced against,
  - 4.3.8.1. Substantiation of hours worked using:
    - 4.3.8.1.1. A detailed daily timesheet,
    - 4.3.8.1.2. Itemization to the task level, and
    - 4.3.8.1.3. Breakdown by service area (if the Contract covers more than one area) and Contract Amendment (if any apply),
  - 4.3.8.2. Authorization and receipts for all allowable reimbursable items being invoices; and
  - 4.3.8.3. Contractor's certification that the invoice has been examined and to the best of Contractor's knowledge and belief the invoiced amounts are entitled, correct, and accurate as can be demonstrated by the contractually required books and records upon the Tribe's demand.

## 5. MINIMUM CONTRACTING STANDARDS

### 5.1. Insurance Requirements

- 5.1.1. Contractor and subcontractors shall procure and maintain, until all their obligations have been discharged, including and warranty periods under this Contract, insurance against claims for injury to persons or damage to property arising from, or in connection with, the performance of the work hereunder by the Contractor, its agents, representative, employees or subcontractors.
- 5.1.2. The Insurance Requirements herein are minimum requirements for this Contract and in no way limit the indemnity covenants contained in this Contract. The PBPN in no way warrants that the minimum limits contained herein are sufficient to protect the Contractor from liabilities that arise out of the performance of the work under this Contract by the Contractor, its agents, representative, employees or subcontractors, and the Contractor is free to purchase additional insurance.
- 5.1.3. Proof of Insurance shall not be terminated or expire within thirty (30) days written notice and are required to be maintained in force until completion of this contract.
- 5.1.4. The Contractor and sub-contractors shall use in the performance of this contract to name the PBPN Tribe as an additional insurer with the following standard types and minimum amounts.
- 5.1.5. Commercial General Liability (CGL): \$2,000,000.00
- 5.1.5.1. Policy shall include bodily injury, property damage, and broad form contractual liability coverage.
- 5.1.5.2. The policy shall be endorsed, as required by this written agreement, to include the Prairie Band Potawatomi Nation and its departments as additional insurers with respect to liability arising out of the activities performed by or on behalf of the Contractor.
- 5.1.5.3. Policy shall contain a waiver of subrogation endorsement, as required by this written agreement, in favor of the Prairie Band Potawatomi Nation and its department for losses arising from work performed by or on behalf of the Contractor.
- 5.1.6. Comprehensive Automobile Liability: \$1,000,000.00
- 5.1.6.1. Bodily injury and Property damage for any owned, hired and/or non-owned automobiles used in the performance of this contract.
- 5.1.6.2. The policy shall be endorsed, as required by this written agreement, to include the Prairie Band Potawatomi Nation and its departments as additional insurers with respect to liability arising out of the activities performed by or on behalf of the Contractor.
- 5.1.6.3. Policy shall contain a waiver of subrogation endorsement, as required by this written agreement, in favor of the Prairie Band Potawatomi Nation and its department for losses arising from work performed by or on behalf of the Contractor



- 5.1.7. Worker’s Compensation: Statutory limits
- 5.1.8. Employer’s Liability: Each accident \$1,000,000
  - 5.1.8.1. 100% of insurable value of the work. Builder’s Risk, Extended coverage for Vandalism, and Malicious Mischief, if required.
  - 5.1.8.2. Policy shall contain a waiver of subrogation endorsement, as required by this written agreement, in favor of the PBPN and its department and employees for losses arising from work performed by or on behalf of the Contractor.
- 5.1.9. Professional Liability (Error and Omissions Liability)
  - 5.1.9.1. Each Claim \$2,000,000
  - 5.1.9.2. Annual Aggregate \$2,000,000
- 5.1.10. In the event that the Professional Liability insurance required by this Contract is written on a claims-made basis, Contractor warrants that any retroactive date under the policy shall precede the effective date of this Contract and other continuous coverage will be maintained or an extended discovery well be exercised, for a period of two (2) years beginning at the time work under this Contract is completed.
- 5.1.11. The policy shall cover professional misconduct or negligent acts for those positions defined in the Scope of Work of this Contract.
- 5.1.12. Failure to provide proof or failure to maintain insurance as required in this bid, or by law, are grounds for immediate termination of this contract.
- 5.1.13. In the event of termination of contract, the awarded bidder shall be liable for all procurement costs and any other remedies under PBPN Procurement policies.
- 5.1.14. Insurance provided by the Contractor shall not limit the Contractor’s liability assumed under the indemnification provisions of this Contract.

5.2. Notice of Cancellation

Applicable to all Insurance policies required within the Insurance Requirements of this Contract, Contractor’s insurance shall not be permitted to expire, be suspended, be canceled, or be materially changed for the reason without thirty (30) days prior written notice to the Prairie Band of Potawatomi Nation. Within two (2) business days of receipt, Contractor must provide notice to the PBPN if they receive notice of a policy that has been or will be suspended, canceled, materially changed for any reason, has expired, or will be expiring. Such notice shall be sent directly to the department or by email to: Ms. [MaureenCurley@pbpnation.org](mailto:MaureenCurley@pbpnation.org).

5.3. Verification of Coverage

Contractor shall furnish the Prairie Band Potawatomi Nation with certificates of insurance (COI) (valid ACORD form or equivalent approved by the State of Kansas) evidencing that Contractor has the insurance as required by this Contract. An authorized representative of the insurer shall sign the certificates.

- 5.3.1. All such certificates of insurance and policy endorsements must be received by the State before work commences. The PBPN's receipt of any certificates of insurance or policy endorsements that do not comply with this written agreement shall not waive or otherwise affect the requirements of this agreement.
- 5.3.2. Each insurance policy required by this Contract must be in effect at, or prior to, commencement of work under this Contract. Failure to maintain the insurance policies as required by this Contract, or to provide evidence of renewal, is a material breach of contract.

#### 5.4. Subcontractors

Contractor's certificate(s) shall include all subcontractors as insureds under its policies or Contractor shall be responsible for ensuring and/or verifying that all subcontractors have valid and collectable insurance as evidenced by the certificates of insurance and endorsements for each subcontractor. All coverage for subcontractor shall be subject to the minimum Insurance Requirements identified above. The PBPN reserves the right to require, at any time throughout the life of this contract, proof from the Contractor that its subcontractor have the required coverage.

#### 5.5. Approval and Modifications

The PBPN reserves the right to review or make modifications to the insurance limits, required coverages, or endorsements throughout the life of this contract, as deemed necessary. Such action will not require a formal Contract amendment but may be made by administrative action.

#### 5.6. Indemnification Clause

- 5.6.1. To the fullest extent permitted by law, Contractor shall defend, indemnify and hold harmless the PBPN and its departments, Tribal officials and employees, (hereinafter referred to as "indemnitee") from and against any and all claims, actions, liabilities, damages losses, or expenses (including court costs, attorney's fees, and costs of claim processing, investigation and litigation) for bodily injury or personal injury (including death), or loss or damage or tangible or intangible property causes, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of Contractor or any of its owners, officers, directors, agents, employees or subcontractors.
- 5.6.2. This indemnity includes any claim or amount arising out of, or recovered under, the Workers' Compensation Law or arising out of the failure of such Contractor to conform to any federal, state, or local law, statute, ordinance, rule, regulations or court decree.
- 5.6.3. It is the specific intention of the parties that the indemnitee shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the indemnitee, be indemnified by Contractor from and against all claims.
- 5.6.4. It is agreed that Contractor will be responsible for primary loss investigation, defense, and judgment costs where this indemnification is applicable.
- 5.6.5. In consideration of the award of this contract, the Contractor agrees to waive all rights of subrogation against the PBPN, it's Tribal Council, agents and employees for losses arising from the work performed by the Contractor for the PBPN.

#### 5.7. Confidentiality:

The Contractor shall maintain all non-public information secured in connection with any contract with PBPB in strict confidence, with disclosure only to individuals as needed to perform under the contract and on a need-to-know basis.

5.8. Health Insurance Portability and Accountability Act of 1996

5.8.1. If applicable, the Contractor warrants that it is familiar with the requirements of HIPAA, as amended by the Health Information Technology for Economic and Clinical Health Act (HITECH Act) of 2009, and accompanying regulations and will comply with all applicable HIPAA requirements in the course of this Contract. Contractor warrants that it will cooperate with the PBPB Health Clinic in the course of performance of the Contract so that both PBPB Health Clinic and Contractor will be in compliance with HIPAA, including cooperation and coordination with the Contractor who will sign any documents that are reasonably necessary to keep PBPB Health Clinic and Contractor in compliance with HIPAA, including, but not limited to, business associate agreements.

5.8.2. If applicable, and requested by the PBPB Health Clinic and PBPB Procurement Office, Contractor agrees to sign a "Pledge to Protect Confidential Information" and to abide by the statements addressing the creation, use and disclosure of confidential information, including information designated as protected health information and all other confidential or sensitive information as defined in policy. In addition, if requested, Contractor agrees to attend or participate in HIPAA training offered by PBPB Health Clinic or to provide written verification that the Contractor has attended or participated in job related HIPAA training that is: (1) intended to make the Contractor proficient in HIPAA for purposes of performing the services required and (2) presented by a HIPAA Privacy Officer or other person or program knowledgeable and experienced in HIPAA.

5.9. Tribal Business Licensing (Applicable)

Contractors conducting business within the PBPB Tribal community must obtain a business license. The cost of an annual license is approximately fifty dollars (\$50.00). The Contractor shall comply with the PBPB Tribal community business registration, licensing, and other applicable tribal regulatory laws, and shall pay any applicable licensing fees. A copy of a current business license must be provided to PBPB Tribe and be maintained for the duration of the contract.

5.10. Governing Law and Jurisdiction:

Unless otherwise approved by the PBPB Tribal Council, this contract shall be governed by and construed in accordance with the laws of the PBPB, and the contractor consents to jurisdiction of the PBPB Tribal Courts for all matters related to or arising out of this contract.

5.11. Sovereign Immunity:

Notwithstanding any other terms or provisions of this Agreement, Contractor understands and agrees that the PBPB Tribe, by entering into this Agreement, does not waive its sovereign immunity from suit, nor does it waive, alter, or otherwise diminish its rights, privileges, remedies or services guaranteed by the Treaty with the PBPB Tribe of 1856 (12 Stat. 971).

5.12. Contractor Responsibility:

Nothing in the contract shall relieve or limit the contractor's responsibility for damages for its own negligence or breach of the contract. Nothing shall require PBPB to indemnify or hold the contractor harmless for its own negligence, breach or misconduct. All products from or services by a contractor are warranted or represented as being suitable for the intended purpose of the contract.

### 5.13. Authorization of Services

Authorization for purchase of services under this Contract shall be made only upon PBPN issuance of a Purchase Order that is signed by an authorized agent. The Purchase Order will indicate the Contract number and the dollar amount of funds authorized. The Contractor shall only be authorized to perform services up to the amount on the Purchase Order. PBPN shall not have any legal obligation to pay for services in excess of the amount indicated on the Purchase Order. No further obligation for payment shall exist on behalf of PBPN unless,

5.13.1. the Purchase Order is changed or modified with an official PBPN Procurement Change Order, and/or

5.13.2. an additional Purchase Order is issued for purchase of services under this Contract.

## 6. **PROTEST**

A protest shall comply with and be resolved according to the PBPN Tribal Procurement Policies. Protests shall be in writing and be filed with both the Procurement Office and with the PBPN General Manager. A protest of the Solicitation shall be received by the Procurement Office before the Offer due date. A protest of the proposed award or of an award shall be filed within ten (10) days after the Procurement office makes the procurement file available for public inspection. A protest shall include:

- 6.1. The name, address, email address and telephone number of the interested party,
- 6.2. The signature of the interested party or its representative,
- 6.3. Identification of the purchasing agency and the Solicitation or Contract number,
- 6.4. A detailed statement of the legal and factual grounds of the protest including copies of relevant documents; and
- 6.5. The form of relief requested.

**CERTIFICATION:**

By signing below, I certify that I am authorized to offer the items quoted at these prices, that the items comply with the specifications and requirements listed, or are insubstantial compliance thereto, and that I accept these terms and conditions.

\_\_\_\_\_

Date

\_\_\_\_\_

Signature

\_\_\_\_\_

Print Name

\_\_\_\_\_

Title

\_\_\_\_\_

Company Name

\_\_\_\_\_

Telephone

\_\_\_\_\_

Email

# **ATTACHMENT "A"**

## **SCOPE OF WORK**

### **1. NARRATIVE**

The Prairie Band of Potawatomi Nation (PBPN) is requesting proposals from qualified firms or individual businesses to provide Tire repair, tire replacement services, and related maintenance services for all PBPN fleet vehicles when required, per terms, conditions, and specification of this RFP. The primary purpose is to obtain the lowest cost for tires, tube, labor, and related vehicles maintenance services. Contractor shall provide competitive pricing for tire products and services through either retail distribution networks and/or front window stores. It is the intent of PBPN, that PBPN staff will deliver and pick up vehicles to and from the vendors place of business, unless mobile onsite service is requested.

### **2. BACKGROUND**

PBPN fleet has over 300 vehicles which include heavy equipment, Commercial, Industrial, Light Trucks, Vans, SUV, and passenger, foam or retread tires that may need emergency roadside tire repair services. In past years, the PBPN departments has outsourced its Tire purchase, repair, and replacement services on a per-department request basis. This method has not provided PBPN with a complete dollar amount associated with all fleet tire services and purchases. Therefore, this RFP is issued to improve and simplify the manner in which PBPN will do business with a Contractor for the purchasing, replacement, and repair of its fleet tires.

### **3. DELIVERABLES:**

The Contractor shall provide all material, labor, parts, and equipment to maintain the PBPN fleet of vehicles. PBPN may award multiple contracts for tire purchase and maintenance based on geographic location or other factors such as product quality and contractor standards of maintenance

### **4. OBJECTIVE**

- 4.1. Contract with a potential Contractor who can offer a competitive range of quality tires offering lowest total cost of ownership and provide the best value to PBPN.
- 4.2. Contract with a potential Contractor who can offer reliable and timely service including guaranteed service levels for emergency vehicles, and
- 4.3. Maximize social, environmental and sustainability considerations that provide best value to the Nation and finding creative solutions to address,
  - 4.3.1. Reducing administrative costs by means such as batch or summary billing and priced to include electronic billing and credit card payments,
  - 4.3.2. Minimize or reduce effects to the environment by purchasing tires with long tread life and to follow best business and environmental practices in the disposal of used tire products.
  - 4.3.3. Reduce and eliminate obsolete inventory by the Nation,

### **5. PRODUCT SPECIFICATION AND SERVICE REQUIREMENTS:**

The Contractor shall be responsible for furnishing all labor, equipment, supplies and supervision to provide Tire Repair and Replacement Services in accordance with the following specifications and requirements.

#### 5.1. General Tire Specifications:

All tires will be of a quality not less than the tires normally furnished in representative quantities by Original Equipment Manufacturers (OEM) as original equipment for automobiles, truck, tractors, buses, backhoes, loaders, motor graders and other heavy equipment. Tires supplied must be marked with "DOT" compliance symbol. Tires will conform to all applicable federal specifications and laws. Tires must be new.

All tires must have the size, including load range, manufacturer's name and DOT number, serial number and indication of body material molded in sidewall at time of cure. The application of any of the above by any other means, such as branding, application of decals, and etc., will not be acceptable.

Tires offered must have been tested to meet or exceed the American Society of Testing and Materials (ASTM) Standard F1922 for highway tires, F1923 for Off Road/Low Speed tires, and meet operational performance levels and marking requirements of Federal Standards FMVSS 109 for new pneumatic passenger tires and FMVSS 119 for new pneumatic non-passenger MPV's, trucks, buses, and trailers.

The scope of this proposal includes specific full line of tires and tubes as covered in the MPL and related services in the following sub-categories:

##### 5.1.1. Pursuit and Performance Tires

- 5.1.1.1. Include tires for Police and other pursuit vehicles and for high speed performance vehicles.
- 5.1.1.2. Subcategory includes any tire that is H, V, W, Y, or ZR rated or above. And H rated is the minimum speed rating for tire in the subcategory.
- 5.1.1.3. Tires shall be new, standard production tires expressly designed and certified by the manufacturer for high speed operation and shall exhibit exceptional safety, stability, handling and stopping characteristics.
- 5.1.1.4. Contractor shall maintain evidence/certifications that such tires meet all laboratory test and size requirements of Federal Standards MVSS 109 and shall ensure that the tires are marked with "DOT" compliance symbol.

##### 5.1.2. Automobile/Passenger Vehicles

- 5.1.2.1. Include common passenger car tires and designated with a "P" at the beginning of the tire size.
- 5.1.2.2. Common applications for this type of tire would be passenger cars and mini vans.
- 5.1.2.3. Tires shall be of standard OEM quality equal to or superior in every respect to those normally furnished as original equipment for such vehicles.

5.1.3. Light Duty Trucks: Radial and Bias

5.1.3.1. Generally identified with "LT" and common applications are for pick-up trucks, Sports Utility Vehicles (SUV), full size vans and some trailers.

5.1.3.2. Tires shall be of standard OEM quality equal to or superior in every respect to those normally furnished as original equipment for such vehicles

5.1.4. Medium Commercial/Heavy Duty Trucks

5.1.4.1. These tires do not have a letter associated with them.

5.1.4.2. Common applications would be for medium to heavy trucks, buses, semi-trucks, cargo vans and trailer tires.

5.1.4.3. Tires in this subcategory have a diameter that is equal to or greater than twenty (20) inches.

5.1.4.4. Tires shall be of standard OEM quality equal to or superior in every respect to those normally furnished as original equipment for such vehicles.

5.1.5. Off-the Road (OTR): Radial and Bias

5.1.5.1. Common applications are heavy construction equipment such as wheel loaders, backhoes, graders, and trenchers.

5.1.6. Agriculture/Farm

5.1.6.1. Common applications are farm tractors, wagons, harvesters, and other farm implements requiring tires with high traction qualities and tire with high flotation qualities at low inflation pressures.

5.1.7. Industrial

5.1.7.1. Common applications are specialty industrial equipment, some construction equipment, and material handling equipment such as skid loaders and forklifts.

5.1.7.2. Includes pneumatic, non-pneumatic, and press on tires.

5.1.8. Specialty Tires

5.1.8.1. Specialty tires may include, but not limited to, recreational, all-terrain-vehicle (ATV), boat trailer, yard and garden, and aviation tires.

5.1.8.2. This category also includes all other tires not identified above.

5.1.9. Tubes

5.1.9.1. All inner tubes shall be standard production first line, heavy duty butyl tubes or natural rubber of fresh stock.

5.1.9.2. All tubes shall be of quality not less than the tubes normally furnished in representative quantities by Original Equipment Manufacturers as original



equipment for automobiles, trucks, tractors, buses, backhoes, loaders, motor graders and other heavy equipment.

5.1.9.3. Tubes shall conform to all applicable Federal Specifications.

5.1.9.4. All tubes must be new and must have been produced or manufactured within the last one (1) year prior to installation or delivery to the ordering PBPN department.

## 5.2. **Detail Services Specification:**

Contractors are asked to provide a quote utilizing the Proposal Price Sheet (Attachment "B") for each of the items listed below that may be performed and to include any parts and labor as a total cost. If the contractor does not offer any of the services listed below, they should indicate it with NA (not applicable). If awarded, the contractor shall be responsible for the timeliness and quality of all services provided to PBPN under this RFP.

Product installation and repairs such as mounting, rotation, and balancing, will be in accordance with manufacturer's recommended procedures or warranted new virgin-product tires for each product subcategory.

5.2.1. Tire installation with purchase includes dismount of used tires and tubes.

5.2.2. Change tire, dismount, and mount.

5.2.3. Flat repair, remove, repair and mount.

5.2.4. Flat repair, off vehicle.

5.2.5. Rotate mounted tires (per tire).

5.2.6. New valve stem rubber or metal.

5.2.7. Wheel balance- computer spin balance (per tire).

5.2.8. Wheel balance, valve stem combo.

5.2.9. Alignment service (Two-wheel vs Four-Wheel)

5.2.9.1. If bidder provides this service, the price should be listed as a percentage discount from list price for parts and a price per hour for labor.

5.2.10. Emergency tire repair, roadside services assistance per hour.

5.2.10.1. Awarded contractor shall provide complete twenty-four (24) hour roadside service as required.

5.2.10.2. Dispatch response time shall occur within the time parameters.

5.2.10.3. Contractor shall make every effort possible, including having all necessary tools, replacement materials and labor on hand at the time of repair, to make all roadside repairs and tire replacement(s) in a safe, cost efficient manner.

5.2.10.4. In the event, contractor is unable or unwilling to respond within the required dispatch time after telephone notification of the emergency, PBPN reserves the right to procure another entity without contract violation.

5.2.11. Studding:

5.2.11.1. Metal implants in the surface of the tread to improve traction on ice.

5.2.12. Siping:

5.2.12.1. The small slots cut or molded into a tire tread surface.

5.2.12.2. These slots are meant to aid in increasing traction in snow, ice, mud, and wet road surfaces.

5.2.13. Used tire recycle/disposal fee (per tire)

5.2.13.1. Some participating agencies have statutes that limit the fees that can be charged. In those states, the participating Public Agencies will only pay the amount listed in this agreement or the statute required price, whichever is lower.

5.2.14. Tire Pressure Monitoring System (TPMS)

5.2.14.1. Newer vehicles all come with a tire pressure monitoring system (TPMS) which is built into the tire valve.

5.2.14.2. When a new tire is mounted on a vehicle with the TPMS system, the TPMS system is reinstalled with a new washer, valve, and valve cap (TPMS service kit).

**5.3. Quality and Service Requirements:**

5.3.1. Availability

5.3.1.1. All tires of common usage will be regularly carried in stock by Contractor, or their distributor.

5.3.1.2. All other tires must be available from Contractor, or their distributors, within seven (7) business days after receipt of order.

5.3.1.3. Indicate the process, policies, or procedures used by manufacturers to mitigate the risks of running short of the materials needed to produce the tire products required to meet the need of PBPN.

5.3.2. Returns

5.3.2.1. The Contractor shall not charge for return fees for inaccuracies or other errors on the part of the Contractor that require the return of materials.

5.3.3. Product Guarantee and Adjustment

5.3.3.1. Tires furnished shall be guaranteed to be free from defects in workmanship and material for original tread life or 48 months whichever comes first.

- 5.3.3.2. Any tire which fails this guarantee shall either be satisfactorily repaired by the Contractor or replaced with a new tire charging for only the mileage used based on the tread depth or as agreed upon by PBPN and the contractor.
- 5.3.3.3. Contractor shall defray all transportation costs on both the defective tire (s) and replacement tire(s).
- 5.3.3.4. The warranty on all tubes and products/parts will begin on the date of installation, to repair or replace as necessary, as determined by PBPN, AT NO COST.
- 5.3.3.5. If such items are not normally warranted for one (1) year, maintenance to supply the equivalent of a one (1) year warranty shall be included in the cost.
- 5.3.3.6. Shipping cost for returned tubes and parts warranty service shall be paid by the Contractor.
- 5.3.4. **Emergency Vehicle Service Priority**
  - 5.3.4.1. Contractor shall give Emergency vehicles (i.e. Police vehicles, Firefighting equipment, Ambulances, snow removal equipment, etc.), during emergency operations, priority service over all other customers including both private and public customers.
  - 5.3.4.2. If there is no emergency, Contractor shall service Emergency vehicles in their normal priority manner.
- 5.3.5. **Contact Person**
  - 5.3.5.1. Contractor shall provide the name of the person who will work with the PBPN during the term of the contract.
  - 5.3.5.2. The point of contact shall be authorized to coordinate with PBPN representatives to ensure an efficient implementation of the contract and correct pricing for goods and services.
- 5.3.6. **Availability, delivery, and pricing problems.**
  - 5.3.6.1. Contractor shall with its distributors to ensure they will be effective in responding to tire availability, delivery, and pricing problems.
- 5.3.7. **Compliance of dealers with insurance requirements and warranty issues.**
  - 5.3.7.1. Contractor shall work with its distributors to ensure that it complies with the terms of the contract with regards to liability insurance requirements and warranty issues.

#### **5.4. New Tires**

- 5.4.1. All tires shall be of the new model and carry full manufacturer's warranty.
- 5.4.2. All tires purchased shall be of the same major brand name unless authorized by PBPN department fleet manager.

- 5.4.3. All purchased tires of each size shall be the same load range and tread style unless specified.
- 5.4.4. Tread types shall be specified in the bid with 32<sup>nd</sup> noted for each tire size.
- 5.4.5. All tires installed by the vendor shall have the lug nuts torqued to manufacturer specifications and this information shall be included on the invoice.

**5.5. Mounted Tires**

- 5.5.1. All tires shall be mounted in accordance with standard fleet practices as recommended by the manufacturer referencing Section 4.1 of this RFP.
- 5.5.2. All tires shall be mounted on rims with new valve stems installed.
- 5.5.3. The contractor shall have an inventory of tires in stock to be able to meet the needs of PBPN fleet.

**5.6. Facilities and Equipment & Security**

- 5.6.1. The contractor shall have complete facilities and equipment for the following services,
  - 5.6.1.1. Tire repair and replacement services for PBPN fleet vehicles such as but not limited to:
    - 5.6.1.1.1. Passenger cars and light duty trucks
    - 5.6.1.1.2. Medium and heavy-duty trucks, single and tandem axle
    - 5.6.1.1.3. Off road equipment such as skid loaders, large wheel loaders, tractors, back hoes, etc.,
    - 5.6.1.1.4. Mowers, trailers, and various small equipment.
  - 5.6.1.2. Front end alignment,
  - 5.6.1.3. Mobile repair on-site services for all equipment – including heavy-duty equipment such as Fire apparatus, medium and heavy-duty trucks, large wheel loaders and other similar equipment with 1hour maximum response time within normal business hours Monday-Friday.
  - 5.6.1.4. 24/7 after hour service available with 2-hour maximum response time.
  - 5.6.1.5. Storage of take-off tires that are still in useable condition to be reused on other

**5.7. Length of Price Agreement**

- 5.7.1. The Master Price Agreement resulting from this RFP will be a three (3) year Master Price Agreement for the entire PBPN fleet and may be extended beyond the initial term of the contract.
- 5.7.2. Pricing shall be considered firm for the first twelve (12) months of the contract and no change in pricing will be accepted.
- 5.7.3. Price adjustments for tires, tubes and tire services may be allowed only during the contract anniversary renewal period.

**ATTACHMENT "B"**  
**PROPOSAL PRICE SHEET(S)**

Please provide pricing in the format below. If there is a service that you do not provide or an item that you do not carry, please mark N/A in the space provided.

<b><u>Service</u></b>	<b><u>COST</u></b>
1. Tire installation with purchase in store includes dismount of used tires and tubes.	\$ _____
2. Change tire, dismount, and mount.	\$ _____
3. Flat repair, remove, repair and mount.	\$ _____
4. Flat repair, off vehicle.	\$ _____
5. Rotate mounted tires (per tire).	\$ _____
6. New valve stem rubber or metal.	\$ _____
7. Wheel balance, computer spin balance (per tire).	\$ _____
8. Wheel balance, computer spin balance and valve stem combination.	\$ _____
9. Alignment services: if bidder provides this service, the price should be listed as a percentage discount from price for parts and a price per hour for labor.	\$ _____
10. Emergency tire repair: Roadside assistance (price per hour for labor or service call).	\$ _____
11. Used Tire recycle and disposal fee (per tire).	\$ _____

**Pages 30-33**

In the following pages, the lists provided is for bid purposes only and is not a complete list of all tires that may be purchased by PBPN. Complete ONLY the LINE ITEM AND SECTIONS for the Tires and Tire Repair supplies/installation your company can provide.

The Nation currently use the following brand of tires:  
Bridgestone, Cooper Firestone, Michelin, Goodyear and BF Goodrich.

REQUIREMENT A: Light Duty all weather Tires less than 17.5"

Item	TIRE SIZE	EST Annual Quantity	Proposed Make or Model	Tread Type	Load Rating	Price Per Tire	Environmental Handling Charge	TOTAL PRICE PER TIRE
1	225-65R17					\$ -	\$ -	\$ -
2	235/45R18					\$ -	\$ -	\$ -
3	235/45R19					\$ -	\$ -	\$ -
4	235/50R17					\$ -	\$ -	\$ -
5	235/50R18					\$ -	\$ -	\$ -
6	235/50R19					\$ -	\$ -	\$ -
7	235/55R17					\$ -	\$ -	\$ -
8	235/55R18					\$ -	\$ -	\$ -
9	245/70R17					\$ -	\$ -	\$ -
10	245/70R17					\$ -	\$ -	\$ -
11	245/75R16					\$ -	\$ -	\$ -
12	245/75R17					\$ -	\$ -	\$ -
13	255/50R20					\$ -	\$ -	\$ -
14	255/70R17					\$ -	\$ -	\$ -
15	255/65R18					\$ -	\$ -	\$ -
16	255/55R20					\$ -	\$ -	\$ -
17	265/60R18					\$ -	\$ -	\$ -
18	265/60R20					\$ -	\$ -	\$ -
19	265/65R18					\$ -	\$ -	\$ -
20	265/70R17					\$ -	\$ -	\$ -
21	265/70R18					\$ -	\$ -	\$ -
22	275/50R22					\$ -	\$ -	\$ -
23	275/55R20					\$ -	\$ -	\$ -
24	275/60R20					\$ -	\$ -	\$ -
25	275/65R18					\$ -	\$ -	\$ -
26	275/65R20					\$ -	\$ -	\$ -
27	275/70R18					\$ -	\$ -	\$ -
28	285/45R22					\$ -	\$ -	\$ -
29	285/60R20					\$ -	\$ -	\$ -
<b>TOTAL</b>								

Item	Description	Service Call (Price per Service Call)	Shop Rates (Price per Hour)
1	During Regular Business Hours	\$ -	\$ -
2	Evening and Weekends	\$ -	\$ -
3	Holidays	\$ -	\$ -

The Nation currently use the following brand of tires:  
 Bridgestone, Cooper Firestone, Michelin, Goodyear and BF Goodrich.

REQUIREMENT B: Heavy Truck Tires larger than 17.5"								
ITEM	TIRE SIZE	EST Annual Quantity	Proposed Make or Model	Tread Type	Load Rating	Price Per Tire	Environmental Handling Charge	TOTAL PRICE PER TIRE
1	225/70R19.5 Drive					\$ -	\$ -	\$ -
2	245/70R19.5					\$ -	\$ -	\$ -
3	10R22.5					\$ -	\$ -	\$ -
4	10R22.5					\$ -	\$ -	\$ -
5	11522.5					\$ -	\$ -	\$ -
6	12R22.5					\$ -	\$ -	\$ -
7	12R22.5					\$ -	\$ -	\$ -
8	385/65R22.5					\$ -	\$ -	\$ -
9	315/80R22.5					\$ -	\$ -	\$ -
10	425/65R22.5					\$ -	\$ -	\$ -
11	445/65R22.5					\$ -	\$ -	\$ -
12	215/75R17.5					\$ -	\$ -	\$ -
13	215/75R17.5 Drive					\$ -	\$ -	\$ -
14	255/70R22.5					\$ -	\$ -	\$ -
15	11R22.5					\$ -	\$ -	\$ -
16	425/65R22.5					\$ -	\$ -	\$ -
17	11R22.5					\$ -	\$ -	\$ -
18	11R22.5					\$ -	\$ -	\$ -
19	235/75R17.5 LRJ					\$ -	\$ -	\$ -
20	315/80R22.5					\$ -	\$ -	\$ -
<b>TOTAL</b>							\$ -	\$ -

Item	Description	Service Call (Price per Service Call)	Shop Rates (Price per Hour)
1	During Regular Business Hours	\$ -	\$ -
2	Evening and Weekends	\$ -	\$ -
3	Holidays	\$ -	\$ -

REQUIREMENT C - TIRE REPAIR SUPPLIES					
Item No	Description	Estimated Yearly Qty (a)	Price Per Item (b)	Environmental Handling Charge [c]	Total (a*b+c)
1	PATCH RADIAL GNR10	100	\$ -	\$ -	\$ -
2	PATCH RADIAL GNR12	100	\$ -	\$ -	\$ -
3	PATCH RADIAL GNR20	100	\$ -	\$ -	\$ -
4	PATCH RADIAL GNR25	100	\$ -	\$ -	\$ -
5	VALVE,STEM,VS-573-XX	100	\$ -	\$ -	\$ -
6	VALVE CORE VAL 100HA	100	\$ -	\$ -	\$ -
7	VALVE CAP 655	100	\$ -	\$ -	\$ -
8	PATCH RADIAL GNR18	100	\$ -	\$ -	\$ -
9	VALVE, TUBELESS VS714A-R	100	\$ -	\$ -	\$ -
10	VALVE HIGH PRESSURE E600R	100	\$ -	\$ -	\$ -
11	VALVE STEM TR-500	100	\$ -	\$ -	\$ -
12	VALVE EXT 347	100	\$ -	\$ -	\$ -
13	CORES 6489A	100	\$ -	\$ -	\$ -
14	PATCH,MAR L3	100	\$ -	\$ -	\$ -
15	AIR CHUCK 6999L	100	\$ -	\$ -	\$ -
16	SPUD ASSY LB VALVE VS977	100	\$ -	\$ -	\$ -
17	CORE REMOVER TOOL	100	\$ -	\$ -	\$ -
18	CEMENT VALKARN	100	\$ -	\$ -	\$ -
19	VALVE T-13-R	100	\$ -	\$ -	\$ -
20	VALVE, T-15-R	100	\$ -	\$ -	\$ -
21	VALVE TR-418	100	\$ -	\$ -	\$ -
22	GATOR VALVE CAP, VAL-6541-A	100	\$ -	\$ -	\$ -
23	VALVE TOOL 5209	100	\$ -	\$ -	\$ -
24	GAUGE EXTENDED D.F. VAL 7285	100	\$ -	\$ -	\$ -
25	INSERT/PLUG,4"FAT BROWN,12-361	100	\$ -	\$ -	\$ -
26	PLUG,MARUNI STEM SM07	100	\$ -	\$ -	\$ -
27	PLUG,MARUNI STEM SM10	100	\$ -	\$ -	\$ -
28	PLUG,MARUNI STEM SM15	100	\$ -	\$ -	\$ -
29	WHEEL WEIGHT, PASS, 0.25 OZ	100	\$ -	\$ -	\$ -
30	WHEEL WEIGHT, PASS, 0.50 OZ	100	\$ -	\$ -	\$ -
31	WHEEL WEIGHT, PASS, 0.75 OZ	100	\$ -	\$ -	\$ -
32	WHEEL WEIGHT, PASS, 1.00 OZ	100	\$ -	\$ -	\$ -
33	WHEEL WEIGHT, 12 OZ, MED. TR.	100	\$ -	\$ -	\$ -
34	WHEEL WEIGHT, PASS, 1.25 OZ	100	\$ -	\$ -	\$ -
35	WHEEL WEIGHT, PASS, 1.50 OZ	100	\$ -	\$ -	\$ -
36	WHEEL WEIGHTS, PASS, 1.75 OZ	100	\$ -	\$ -	\$ -
37	WHEEL WEIGHTS, PASS, 2.00 OZ	100	\$ -	\$ -	\$ -
38	WHEEL WEIGHTS, PASS, 2.25 OZ	100	\$ -	\$ -	\$ -
39	WHEEL WEIGHTS, PASS, 2.50 OZ	100	\$ -	\$ -	\$ -
40	WHEEL WEIGHTS, PASS, 2.75 OZ	100	\$ -	\$ -	\$ -
41	WHEEL WEIGHTS, 3 OZ, E MED. TR.	100	\$ -	\$ -	\$ -
42	WHEEL WEIGHTS, TRUCK, 4.00 OZ - 112G	100	\$ -	\$ -	\$ -
43	WHEEL WEIGHTS, TRUCK, 5.00 OZ-142G	100	\$ -	\$ -	\$ -
44	WHEEL WEIGHTS, TRUCK, 6.00 OZ-170G	100	\$ -	\$ -	\$ -
45	WHEEL WEIGHTS, 8OZ E MED. TR.	100	\$ -	\$ -	\$ -
46	WHEEL WEIGHTS, 2 OZ, E MED. TR.	100	\$ -	\$ -	\$ -
47	WHEEL WEIGHTS, PASS 3.00 OZ	100	\$ -	\$ -	\$ -
48	VALVE STEM, FIRE DEPT. VAL VS542	100	\$ -	\$ -	\$ -
49	VALVE STEM, VAL VS23R	100	\$ -	\$ -	\$ -
50	VALVE STEM, STAINLESS STEEL, VAL 902CR	100	\$ -	\$ -	\$ -
51	VALVE STEM, 45 DEGREE, VAL 545D	100	\$ -	\$ -	\$ -
52	TIRE TOOL, KNIFE, KNX22/75190	100	\$ -	\$ -	\$ -
53	410/350-4 90Deg Stem	100	\$ -	\$ -	\$ -
<b>TOTAL</b>					\$ -

CASING CREDIT				
Item No	Size	Make	Tread	Price per Casing
1	385/65R22.5	Michelin	XZY3	\$
2	425/65R22.5	Michelin	XZY3	\$
<b>TOTAL</b>				\$



## ATTACHMENT "D"

### DISBARMENT DISCLOSURE

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#### CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS

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This certification is required by the regulations implementing Executive Order 1249, Debarment and Suspension, 13 CFR part 145. The regulations were published as Part VII of the May 26, 1988 Federal register (Pages 1916-19211). Copies of the regulations are available for the local offices of the U.S. Small Business Administration.

1. The Prospective participant certifies to the best of its knowledge and belief that it and its principles:
  - a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency.
  - b) Have not within a three (3) year period preceding this proposal been convicted of or had a civil judgement rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
  - c) Are not presently indicted for or otherwise criminally charged by a government entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1) (b) of this certification; and
  - d) Have not within a three (3) year period preceding this application Proposal had one or more public transactions (Federal, State, or local) terminated for cause or default.
2. Where the prospective primary participant is unable to certify to any of the statements in this certification such prospective primary shall attach an explanation to this proposal.
3. I understand that a false statement on this certification may be grounds for rejection of this proposal or termination of the award. In addition, under 18 USC Sec. 1001, a false statement may result in a fine of up to \$10,000 or imprisonment for up to 5 years, or both.

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Name of Authorized Representative

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Title of Authorized Representative

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Firm Name and Address

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Date

# ATTACHMENT "E"

## REFERENCES

(Print additional copies and complete the information below and attach as part of your Quote)

Offerors are required to submit information about PAST experience to verify performance using this form. Insert the information as requested. Responses shall include the details of at least **three (3) individual contracts** for services related to those described in this solicitation within the last five (5) years.

Do not use references from any past or current contracts with PBPN. Do not use any current PBPN employee as a reference.

Contract Title \_\_\_\_\_

Contract Term / Dates of Work \_\_\_\_\_ through \_\_\_\_\_

Geographic Area Served: \_\_\_\_\_

Company: \_\_\_\_\_

Contact Name and Title: \_\_\_\_\_

Address: \_\_\_\_\_ City/State/Zip: \_\_\_\_\_

Telephone: \_\_\_\_\_

Description of Services Performed:

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