



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

PRAIRIE BAND POTAWATOMI NATION

16281 Q ROAD

MAYETTA, KS 66509

REQUEST FOR PROPOSAL

PBPN Road Repair, Full Depth Replacement

SUBMISSION DEADLINE:

September 28th, 2022 @ 3:00 PM (CST)

Late submissions will not be considered.

Electronic bid submittals only.

SUBMIT TO:

PBPN Procurement Office

procurement@pbpnation.org



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

REQUEST FOR PROPOSAL(S)

SOLICITATION NUMBER: 2022-CM007

SOLICITATION DUE DATE / TIME: September 28th, 2022 @ 3:00 PM (CST)

SUBMITTAL LOCATION: Electronic Bid Submittals Only

DESCRIPTION: PBPN Road Repair, Full Depth Replacement

PRE- BID On-Site:

<u>DATE</u>	<u>TIME</u>	<u>LOCATION</u>
<u>9/12/2022</u>	<u>10:30 AM (CST)</u>	<u>16277 Q Road, Mayetta, KS 66509</u>

In accordance with PRAIRIE BAND POTAWATOMI NATION (PBPN or Nation) procurement policies, bids for the services specified will be received by PBPN at the e-mail address provided for in this Bid event. Bids received by the due date and time will be opened. The name of each Bidder will be publicly available. Bids must be submitted to the PBPN on or prior to the date and time indicated. Late bids will not be considered. It is the responsibility of the bidder to provide a company email address and routinely check with the PBPN Representative for Solicitation Amendments. Additional instructions for preparing a bid are included in this solicitation.

BIDDERS ARE STRONGLY ENCOURAGED TO CAREFULLY READ THE ENTIRE SOLICITATION

***** Bid attachments are linked to the bid event on our website*****

www.pbpindiantribe.com/finance/procurement/

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Mayetta, Kansas 66509
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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. 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's reservation established by the 1846 treaty is located in Northeast Kansas.

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 form of government. The Tribal Council is comprised of the Chairman and six (6) Council members elected by the Nation's General Council. The General Council consists of all enrolled members of the Nation who are 18 years of age or older meeting in a general council. The Tribal Council members 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. A General Manager is appointed by the Council and administers the daily operations of the Tribal government through appointed department heads.

The General Council has the responsibility for oversight and regulation of the Nation's government.

1. SECTION ONE - GENERAL INFORMATION

1.1. Purpose for Request for Proposal (RFP)

This construction project includes necessary asphalt patching, repair, and 2" asphalt overlay, asphalt shoulders as designed, milling, pipe repair or replacement, pavement marking, gravel shoulder installation as designed and grading on designated paved roads within PBPN as well as four Add Alternate areas.

1.2. Project Location

All Paved roads within PBPN and additional alternate areas as provided in the construction documents. See Scope of work #1.

1.3. Proposal Guidelines

This request for Proposal represents the requirements for an open and competitive process. Proposals will be accepted by e-mail **until September 28, 2022 3:00 PM, (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-Bid Conference

1.4.1. A Pre-bid meeting will be held at the **PBPN Community Building located at 16277 Q Road, Mayetta, KS, September 12, 2022 @ 10:30 AM (CST) local time.** Telecommunication will NOT be provided for this mandatory on-site meeting.

1.4.2. The purpose of the pre-bid conference 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. A bidder 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: 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.

- 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- Bid Teleconference meeting and Question inquiry phase. A violation of this may result in disqualification of the proposer.

1.5. Project Scope of Work

The project scope of work is attachment “A.”

1.6. Attachment – Table of Contents

- 1.6.1. Attachment A – Scope of Work
- 1.6.2. Attachment B – Budget Worksheet **(to be submitted as a separate PDF file)**
- 1.6.3. Attachment C – Drug Free Workplace Certification
- 1.6.4. Attachment D – PBPN Disbarment Disclosure
- 1.6.5. Attachment E – References
- 1.6.6. Attachment F – RFP Submission Checklist
- 1.6.7. Attachment G – PBPN Business License Application
- 1.6.8. Attachment H – 2022 Road Repair Plans (bidding final)
- 1.6.9. Attachment I – List of KDOT Special Provisions
- 1.6.10. Attachment J – Project Special Provisions for Hot Mix Asphalt Construction
- 1.6.11. Attachment K – EPA Hot Mix Asphalt Plants Permit Request for Coverage
- 1.6.12. Attachment L – Subcontractor / Supplier list
- 1.6.13. Attachment M – 25 CFR part 170

2. SECTION TWO – REQUIREMENTS

2.1. Project

- 2.1.1. The selected contactor will commence with service upon completion of the required PBPN Industry standard based contract with provisions for working on tribal lands to be provided after notice of award.
- 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 Bidder to provide a demonstration, presentation and overview of the Bidders 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 Bidder.
 - 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 Bidder to examine the entire Solicitation, seek clarification in writing (inquiries) and examine its Bid for accuracy before submitting a Bid. Lack of care in preparing a Bid 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 emailed to michaeltamez@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. Bidders 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 no later than 09/22/2022 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. The Procurement Officer will respond to any questions and requests for clarification that were posed in writing or at the pre-bid meeting or site visit.

- 2.3.5.3. Clarification, modifications, or amendments may be made to this request at any time prior to the Bid Deadline at the Nation’s discretion. The response shall be in the form of a written addendum issued to all interested bidders.
- 2.3.5.4. All bidders shall acknowledge receipt of any addenda by email to the PBPN’s Procurement Office.
- 2.3.5.5. The Procurement Officer shall make all reasonable attempts to ensure that all interested bidders receive any written addenda to this request.
- 2.3.5.6. Failure to acknowledge a Solicitation Amendment may result in rejection of the Bid.

2.3.6. Bid Amendment or Withdrawal

- 2.3.6.1. Bids may only be withdrawn by written notice prior to the date and time set for the opening of Bids.
- 2.3.6.2. A bid may not be amended or withdrawn after the bid due date and time except as otherwise provided under applicable PBPN Procurement Policy.

2.3.7. Confidential and Proprietary Information

- 2.3.7.1. If a Bidder believes that ANY portion of a bid, protest, or correspondence contains a trade secret or other proprietary information submitted is confidential and the release of such information could be detrimental to the Bidder, the Bidder shall separate such information and clearly label and designate the trade secret and other proprietary information, using the term “confidential.”
- 2.3.7.2. The “Confidential” label documents will be held in confidence by PBPN, and reasonable care will be taken to ensure they are not released (unless required by law), without prior authorization of the Bidder.

2.3.8. Public Record

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

2.3.9. Non-collusion, Employment and Services

By signing the official contract form, the Bidder certifies that:

- 2.3.9.1. The Bidder did not engage in collusion or other anti-competitive practices in connection with the preparation or submission of its bid; and
- 2.3.9.2. The Bidder 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 an Industry standard based contract with provisions for working on tribal lands to be provided after notice of award. with the Procurement Office.

2.3.11. Disclosure

If the person submitting this bid 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 Bidder shall fully explain the circumstances relating to the preclusion or proposed preclusion in the Bid (Attachment D). The Bidder 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.

In addition to the foregoing, Bidder shall complete and submit Attachment C, Drug-Free Workplace Certification.

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).

2.3.13. Care of Nation's Property

2.3.13.1. The Contractor shall be responsible for the proper care and custody of any Nation-owned personal tangible property and real property furnished for the Contractor's use in connection with the performance of his/her work, and

2.3.13.2. Contractor shall reimburse the Nation for such property's loss or damage caused by the Contractor, normal wear and tear excepted.

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.

2.4.2. Contractor will be notified sufficiently in advance of any changes or alterations in the schedule.

2.4.3. Each bid must be signed by an authorized officer or individual of the Bidder's company.

2.4.4. As part of their responses, Bidders shall indicate a single point of contact for any subsequent communications.

2.4.5. Unless otherwise notified in writing, the dates indicated below for submission of items or for other actions on the part of a Bidder shall constitute absolute deadlines for those activities and failure to fully comply by the time stated shall cause a Bidder to be disqualified as non-responsive.

September 1 st , 2022	Legal Notice
September 1 st , 2022	Public/Private Advertisement of RFP
September 12 th , 2022 @ 10:30 AM	Pre-Bid Onsite Meeting
September 12 th , 2022	Amendments to RFP
September 22 nd , 2022	Deadline for Submission of Questions
September 26 th , 2022	Answers to Submitted Questions - Final
September 28 th , 2022 @ 3:00 PM	Proposals Due
September 28 th , 2022 @ 3:30 PM	Opening of Proposals Submitted
TBD	Evaluations of Proposals
TBD	Notice of Award

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 (**see Attachment B**) for services listed in the Scope of Work (Attachment A). Budgets should be clearly defined to ensure bids proposed can be compared and evaluated. Bids shall be valid for a minimum of 180 days following submission. **This form must be submitted in a separate PDF file containing the price bid.**

2.5.2. Cost of Bid Preparation:

2.5.2.1. The cost of preparing, developing, and submitting the bid is entirely the responsibility of the Bidder.

2.5.2.2. PBPN will not reimburse any Bidder the cost of responding to the Solicitation.

2.5.3. The PBPN reserves the right to negotiate the fees proposed by the bidder.

2.5.4. This contract **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.

2.6. Pricing and Taxes

2.6.1. Bidder'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 Bidder sells equivalent items of equipment and materials.

2.6.2. All prices and rates to the extent they differ from those exhibited by the Bidder, 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 Bidder may be obliged to incur that may be higher than those which it contemplated when proposing the relevant price or rate.

2.6.3. The Nation is exempt from paying Kansas State sale and use Taxes and Federal Excise Tax for direct purchases. These taxes shall not be included in the Bidder's price quotation.

3. SECTION THREE - INSTRUCTIONS TO BIDDERS

3.1. Bid Content

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

3.2. Bidders responding to this Solicitation must submit a digital file formatted in accordance with 3.5.1 below by emailing an electronic copy to the Procurement Office at: procurement@pbpnation.org

3.3. The fixed fee bid, including Attachment B, described in Section 7 below shall be submitted as a separate PDF.

3.4. On each document, insert a footer that specifies: Name of Bidder, Name of the Attachment, the Solicitation number, and Page number. The Procurement Office will not respond to any inquiries received in any other manner.

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

3.5.1. For the digital files required pursuant to Section 3.2 above, 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.

3.5.2. Each bid shall include a document page for each response section.

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

3.5.4. Failure to include the requested information may have a negative impact on the evaluation of the Bidder's bid.

3.6. The bid shall be organized in the following manner:

3.6.1. Cover and Table of Contents

3.6.2. Section 1- Letter of Interest

3.6.2.1. 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:

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

3.6.2.1.2. 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,

- 3.6.2.1.3. Describe those conditions, constraints, or problems that are unique to the scope of work that may adversely affect either cost or delivery dates, and
- 3.6.2.1.4. If the Bidder is proposing to joint partner with another principal firm, the cover letter must specify the type of services to be provided by each firm.
- 3.6.2.1.5. Include a statement that the Bidder's bid, including bid prices, will be considered firm for ninety (90) to one-hundred twenty (120) days after submission of the bid.

3.6.3. Section 2 - Company Profile

- 3.6.3.1. 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.
- 3.6.3.2. The information provided will be used to evaluate the Respondent's financial stability and its ability to support the commitments set forth in the bid.
- 3.6.3.3. PBPN, as its option, may require the Respondent to provide additional support and/or clarify requested information.
- 3.6.3.4. Bids must include the following information:
 - 3.6.3.4.1. Date, jurisdiction, and type of business organization (close, general or S Corporation, LLC or PLLC, Sole proprietorship),
 - 3.6.3.4.2. Federal and State Tax ID numbers,
 - 3.6.3.4.3. Names of Owners, Principals and/or Officers,
 - 3.6.3.4.4. Civil or Criminal claims, judgments, or suits within the last ten (10) years,
 - 3.6.3.4.5. Evidence of the firm's financial wherewithal to complete the project,
 - 3.6.3.4.6. 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,
 - 3.6.3.4.7. The Project Manager's name, title, email address, mailing address, fax, and telephone number.

3.6.4. Section 3 – Project Understanding and Approach

- 3.6.4.1. Provide a thorough statement of work describing your understanding of the project and preliminary approach, methodology, time frames 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.

3.6.5. Section 4 – Company Experience and qualifications. All firms are requested to provide the following information (2 pages maximum for items 3.6.5.1 – 3.6.5.6).

- 3.6.5.1. Address and phone numbers of all company offices,
- 3.6.5.2. Brief description of company history and key services,
- 3.6.5.3. Number of years in business,
- 3.6.5.4. Types of services provided,
- 3.6.5.5. List and describe all claims, lawsuits, or legal settlements within the past five (5) years, and those that are currently pending, and
- 3.6.5.6. Number of full and part-time employees.
- 3.6.5.7. References for the contractor (and not for its sub-contractors or joint venturers), in the form specified in Attachment E, from at least three (3) previous projects of comparable size and scope must be provided as proof of experience. Please provide references for the following types of customers:
 - 3.6.5.7.1. New customers, and discuss their conversion experiences,
 - 3.6.5.7.2. Ongoing customers and discuss what is working well and how you have solved problems,
 - 3.6.5.7.3. A client that your firm recently lost and describe the circumstances, and
 - 3.6.5.7.4. A Native American Tribe or Sovereign Indian Nation.

3.6.6. Section 5 - Technical Qualifications

- 3.6.6.1. Bidders shall identify a Project Coordinator who shall be a primary contract person for the PBPN Procurement office in discussing work that needs to be completed,
- 3.6.6.2. Bidders 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.

3.6.7. Section 6 – Professionalism

- 3.6.7.1. Candidate has affirmed facilitation of communication, decision maker, proactive responsibilities, competency, ethical principles and demonstrates trustworthy quality, and
- 3.6.7.2. Demonstrates the ability to collaborate with Tribal communities, entities and/or organizations.

3.6.8. Section 7 – Cost Proposal (submitted as a separate PDF)

- 3.6.8.1.** Provide an all-inclusive pricing to include but not limited to, all labor, materials, labor rate, labor benefits, payroll burden, insurances, workers' compensation fee, profit, overhead and all other related cost factors for the life of this contract.
- 3.6.8.2.** The firm may not bill the Tribe for any other products or services without the Tribe Procurement and Purchasing approval.
- 3.6.8.3.** Bidders shall provide a budget sheet (Attachment B).
- 3.6.8.4.** As noted above in Section 3.3, this item must be submitted separately in PDF format.

3.7. Submission of Bid

3.7.1. Bid Submission Due Date and Time:

Only emailed proposals will be accepted. Bid proposals are to be submitted via email to procurement@pbpnation.org by **09/28/2022.**

Subject line of the email must contain **Bid 2022-CM007 and your company name.**

Bidder's proposal shall consist of **two (2)** separate documents:

A Technical Proposal, including the cover and table of contents, pages 1-6 referenced above, required forms, applicable literature, and other supporting documents, in Microsoft® Word, Excel or searchable PDF®. The Technical Proposal file is to be named **"Company Name - Bid 2022-CM007 Technical Proposal"**

A Cost Proposal, Attachment B, in Microsoft® Word, Excel or searchable PDF. The Cost Proposal file is to be named **"Company Name - Bid 2022-CM007 Cost Proposal"**

Bidder's proposal shall be received no later than 3:00 PM, Central Time, on the closing date.

It is the bidder's responsibility to ensure bids are received by the closing date and time. Delays in email delivery shall not excuse late bid submissions. It is the bidder's responsibility that the file size does not exceed maximum limits and the emails have been received.

Faxed, mailed, and telephoned proposals are not accepted.

Proposals received prior to the closing date shall be kept in a secured file until closing. The Nation shall not be responsible for the premature opening of a proposal or for the rejection of a proposal that was not received prior to the closing date because it was not properly identified on the email. Late Technical and/or Cost Proposals will not receive consideration.

- 3.7.2.** Bids shall be received before the due date and time stated in the solicitation. Bids submitted outside of the stated submission requirements or those received after the due date and time shall be rejected.

3.7.3. Bid and Acceptance

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

3.7.4. Solicitation Amendment

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

3.7.5. Bid Amendment or Withdrawal:

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

3.7.6. Public Record:

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

3.8. Bid Opening

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

3.8.2. The name of each Bidder will be publicly available.

3.8.3. Bids 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 PBPN Procurement Policy, awards shall be made to the responsible Bidder(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 Nation 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 PBPN, as determined solely by the PBPN.

4.1.3. The Nation may reject any or all bids, accept a bid other than the lowest bid, and waive informalities or minor irregularities in bids received if determined by the Procurement Officer that the best interest of the Nation will be served by doing so. The Nation reserves the right to reject all nonconforming, nonresponsive, unbalanced, or conditional bids. A Bidder's failure to provide any additional information requested by the Nation prior to a contractor selection may result in rejection of the Bid. The Nation may reject any bid from any person, firm, or corporation in arrears or in default to the Nation on any contract, debt,

or other obligation, if the Bidder is debarred by the Nation from consideration for a contract award, if Bidder has committed a breach of contract which resulted in a termination of a contract or other material sanction within two (2) years immediately preceding the date of issuance of this document, or based on past performance.

- 4.1.4. The PBPB reserves the right to conduct investigations as it deems necessary for the evaluation of any bid 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.
- 4.1.5. PBPB will evaluate all bids meeting the criteria set forth within this RFP by a committee selected by the requesting department.
- 4.1.6. **To be considered a responsible or qualified bidder, the bidder must satisfy the following requirements:**
 - 4.1.6.1. Submit a complete bid package which is responsive to all requirements of this RFP.
- 4.1.7. In evaluating responses to this RFP, the PBPB Procurement Office will take into consideration the qualification, experience capacity, and cost that are being bid by the Bidder.
- 4.1.8. **The Evaluation committee shall engage in the following two-step process:**
 - 4.1.8.1. Step one (1) consists of evaluation of all **Technical Proposals** to determine which bidders are responsible/qualified bidders.
 - 4.1.8.2. Step two (2) consists of evaluation of **Cost Proposals**. The electronic PDF price bid, Attachment B, of each responsible/qualified bidder is reviewed and evaluated, and the award recommendation is made in accordance with the Nation's procurement policies and applicable federal regulations.

4.2. **AWARD**

- 4.2.1. **The Nation shall give preference when awarding contracts in the following order:**
 - 4.2.1.1. Licensed PBPB-owned business.
 - 4.2.1.2. Licensed Nation member-owned business or individual PBPB member
 - 4.2.1.3. Other licensed Native American-owned business or individual Native American.
- 4.2.2. **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.

4.2.3. Contract Inception

A Bid does not constitute a Contract, nor does it confer any rights on the Bidder to the award of a Contract. A Contract is not created until the Model Contract is executed and delivered by the Nation and the successful bidder. A notice of Award or of the intent to award shall not constitute acceptance of the Bid.

4.2.4. Effective Date

The effective date of the Contract shall be the date that the PBPN Tribal Council sign the Bid 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 PBPN 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.
- 4.3.1.4.** No payment shall be made without a current W9 on file with Accounts Payable.
- 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 and Construction Management Departments at the following address:

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

**PBPN -Construction Management Department
Construction Management
16281 Q Road, Mayetta, KS 66509
(785) 966-4031
ShawnaWilliams@pbpnation.org
ShawnKelly@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:
- 4.3.7.1. Are 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 invoiced; 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 PBPB 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 PBPB 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. Liquidated Damages

5.2.1. If the Contractor fails to complete the work within the time specified in the contract, the Contractor shall pay liquidated damages to the Government in the amount of \$5,000.00 for each calendar day of delay until the project has reached substantial completion (see Scope of Work section 5.4.1) or upon acceptance by Owner and/or Engineer.

5.2.2. If the Government terminates the Contractor's right to proceed, liquidated damages will continue to accrue until the work is completed. These liquidated damages are in addition to excess costs of repurchase under the Termination clause.

5.3. Performance and Payment Bond

The successful Bidder shall furnish a Performance and Payment Bond in the full amount of the Contract. The Surety issuing the Performance and Payment Bond must have a general rating of "A" and shall be a Class V or higher in the financial size category as defined by Best's Key Rating Guide-Property and Casualty. If the Bidder fails to furnish the Performance and Payment Bond within fourteen (14) calendar days, after the official signing of the PBPN Goods and Services Contract and the Notice of Award, PBPN may elect to move to the next qualifying applicant and the Contract shall be terminated.

Within the bid submission shall be a letter from bonding company certifying that the contractor is bondable and upon successful contract approval a Performance Bond can be secured for the project.

5.4. 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: michael.tamez@pbpnation.com.

5.5. 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.

5.5.1. 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.

5.5.2. 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.

5.6. 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 subcontractors 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 subcontractors have the required coverage.

5.7. 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.

5.8. Indemnification Clause

5.8.1. 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.

5.8.2. 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.

5.8.3. 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.

5.8.4. It is agreed that Contractor will be responsible for primary loss investigation, defense, and judgment costs where this indemnification is applicable.

5.8.5. In consideration of the award of this contract, the Contractor agrees to waive all rights of subrogation against the PBPB and its Tribal Council, agents and employees for losses arising from the work performed by the Contractor for the PBPB.

5.9. Conflict of Interest

5.9.1. The Contractor shall not knowingly employ or contract with, during the period of this contract or any extensions to it, any employees or subcontractors who are also officials or employees of the Nation.

5.9.2. Furthermore, the Contractor shall not knowingly employ, during the period of this contract or any extensions to it, any Nation employee who has participated in the making of this contract until at least two (2) years after his/her termination of employment with the Nation.

5.10. 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.

5.11. Health Insurance Portability and Accountability Act of 1996

5.11.1. 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.

5.11.2. 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.

5.12. 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.

5.13. 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.

5.14. 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).

5.15. 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.

5.16. Authorization of Services

Authorization for purchase of services under this Contract shall be made only upon PBPB 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. PBPB 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 PBPB unless:**

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

5.16.2. 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 PBPB Tribal Procurement Policies. Protests shall be in writing and be filed with both the Procurement Office and with the PBPB General Manager. A protest of the Solicitation shall be received by the Procurement Office before the Bid 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

This construction project includes necessary asphalt and base removal for full depth replacement of Road base and paving, pipe repair or replacement, pavement marking, gravel shoulder installation as designed and grading on designated paved roads in the Prairie Band Potawatomie Nation (PBPN). The project includes the following paved roads where work will be required:

150th Road from M Road to West of L Road

158th Road from K Road to H Road

2. OWNERS OBJECTIVES

PBPN is looking to hire a Contractor able to perform the complete road repairs as specified in the construction plans and specifications.

3. DELIVERABLES

To place all asphaltic concrete material, aggregate base material, surfacing material, aluminized corrugated steel pipe, end sections, pavement marking materials, labor, equipment, materials, and incidentals to complete the work as specified in the plans and contract documents.

3.1. Contractor shall perform all work as planned in construction drawings (see attachment "H" 2022 Full Replacement 158th & 150th (bidding Final), and the specifications (See attachment "I" List of KDOT Special provisions and Attachment "J" Project Special Provisions for Hot Mix Asphalt Construction), as well as any requirements within 25 CFR Part 170 (see Attachment "M") provided.

3.1.1. Project Engineer for the project is:

Finney & Turnipseed, Transportation & Civil Engineering, LLC.
610 SW 10th St.
Suite, 200
Topeka, KS 66612

3.1.2. Owner's Representative for the Project is:

PBPN Construction Management Department
Shawn Kelly, Construction Manager

3.2. Contractor Responsibility

3.2.1. Supervision & Superintendence

3.2.1.1. Contractor shall supervise and direct the Work competently and efficiently, devoting such attention thereto and applying such skills and expertise as may be necessary to

perform the Work in accordance with the Contract Documents. Contractor shall be solely responsible for the means, methods, techniques, sequences and procedures of construction, but Contractor shall not be responsible for the negligence of others in the design or selection of a specific means, method, technique, sequence or procedure of construction which is indicated in and required by the Contract Documents. Contractor shall be responsible to see that the finished Work complies accurately with the Contract Documents.

3.2.1.2. Contractor shall keep on site at all times during Work progress a competent resident superintendent, who shall not be replaced without written notice and approval of the Owner and Engineer except under extraordinary circumstances. The superintendent will be Contractor's representative at the site and shall have full authority to act on behalf of Contractor. All communications given to the superintendent shall be as binding as if given to Contractor. Failure to comply with this requirement may result in the suspension of work or termination of the contract.

3.2.2. Labor, Materials and Equipment

3.2.2.1. Contractor shall provide competent, suitably qualified personnel to perform construction as required by the Contract Documents. Contractor shall at all times maintain good discipline and order at the site. Except in connection with the safety or protection of persons or the Work or property at the site or adjacent thereto, and except as otherwise indicated in the Contract Documents, all Work at the site shall be performed during the allowable working hours as defined in section 5.3 of Scope of work.

3.2.2.2. Unless otherwise specified in the Supplementary Conditions, Contractor shall furnish and assume full responsibility for all materials, equipment, labor, transportation, construction equipment and machinery, tools, appliances, fuel, power, light, heat, telephone, water, sanitary facilities, temporary facilities and all other facilities and incidentals necessary for the furnishing, performance, testing, start-up and completion of the Work.

3.2.2.3. All materials and equipment shall be of good quality and new, except as otherwise provided in the Contract Documents. If required by Engineer, Contractor shall furnish satisfactory evidence (including reports of required tests) as to the kind and quality of materials and equipment. All materials and equipment shall be applied, installed, connected, erected, used, cleaned and conditioned in accordance with the instructions of the applicable Supplier except as otherwise provided in the Contract Documents; but no provision of any such instructions will be effective to assign to Engineer any duty or authority to supervise or direct the furnishing or performance of the Work or any duty or authority to undertake responsibility contrary to the provisions of Engineer's responsibilities:

3.2.2.3.1. Engineer will not be responsible for Contractor's means, methods, techniques, sequences or procedures of construction, or the safety precautions and programs incident thereto, and Engineer will not be responsible for Contractor's failure to perform or furnish the Work in accordance with the Contract Documents.

3.2.2.3.2. Engineer will not be responsible for the acts or omissions of Contractor or of any Subcontractor, any Supplier, or of any other person or organization performing or furnishing any of the Work.

- 3.2.2.4.** Salvaged Materials. All materials designated for salvage during the progress of the Work and or specified to be reused in new construction, shall remain the property of the Owner. Salvaged materials shall be delivered and neatly piled at any point as per section 3.2.3.2 of Scope of work which is designated by the Owner or Engineer. Transportation and handling shall be at the Contractor's expense. Salvaged materials will be considered to be in the custody of the Contractor, and he will be held responsible for their care and protection and must cover any losses resulting from damage, theft, or misappropriation while they remain on the job site or while enroute to the place of storage.
- 3.2.2.5.** Storage of Materials. All materials delivered to and stored on the project site shall be neatly placed to minimize obstruction and allow for convenient inspection. No materials or equipment shall be stored within five (5) feet of fire hydrants or trees which are to be protected. All fire hydrants shall remain readily accessible to the Fire Department throughout the project unless otherwise approved by the Owner.
- 3.2.3.** Contractor is responsible for all demo and hauling of removed materials from the roadways during the project.
- 3.2.3.1.** PBPN would prefer that the material if possible be millings, although it is understood that the size and scope of repairs may make milling not optional in locations.
- 3.2.3.2.** PBPN has different locations for hauling of this material to. Contractor will be responsible to assist in piling of the material into larger piles at these locations and not spread-out on the property.
- 3.2.3.2.1.** Asphalt millings can be hauled to the storage location located South of the intersection of Q Road and 158th on the West side of the road.
- 3.2.3.2.2.** Asphalt and Concrete chunks can be hauled to the storage lot located North of the intersection of K Road and 158th on the East side of the road.
- 3.2.3.2.3.** Clays / soils can be hauled to the storage lot located at storage location located South of the intersection of Q Road and 158th Road on the West side of the road. (same as the Asphalt Millings location).
- 3.2.4.** Contractor is responsible for hauling of all materials for the project to PBPN. This would be for prepared asphalt as well as all raw material for making of asphalt onsite.
- 3.2.5. Signage / Traffic Control**
- 3.2.5.1. Traffic Control**
- 3.2.5.1.1.** The Contractor shall comply with all pertinent requirements set forth in the drawing "Typical Traffic Control Through Construction Areas", of the Contract Documents, and as directed by the Engineer. The Contractor shall obtain approval of traffic control devices and methods from the Project Engineer and Owner at least three (3) days prior to beginning work. All barricades, signs, lights and traffic control devices of any nature shall conform with current requirements of the "Manual on Uniform Traffic Control Devices for Streets and Highways."

3.2.5.1.2. The Contractor shall be responsible for all traffic control, including flaggers during such time traffic on the roadway is limited. Traffic control shall be in accordance with the latest edition of the “Uniform Traffic Control Manual”.

3.2.5.2. Signage

3.2.5.2.1. Contractor is responsible for all detour route signage during the project.

3.2.5.2.2. Contractor is responsible for installation of all permanent road signage per the drawings and specifications upon the completion of the project.

3.2.5.2.3. Any existing permanent road signage removed or replaced including posts are the property of PBPN and will be returned to PBPN Construction Management Department (CMD) for their use or disposal.

3.2.6. Road Closures

3.2.6.1. The Owner and/or Engineer shall have the authority to regulate the amount of work which may be open or under construction in advance of the completed portions of the work. The sequence of construction shall be approved by the Owner and Engineer prior to construction if not specifically covered in the contract documents.

3.2.6.2. All planned Road closures will need to be scheduled at minimum 1 week in advance and notification sent to PBPN CMD staff so that public notifications and alerts can be sent to the local community.

3.2.6.3. Contractor is responsible for keeping the Engineer and PBPN CMD staff aware of the schedule, and planned construction areas.

3.3. Permits and Licenses

3.3.1. The Owner will obtain permits required for work in highways, and regulation of other governmental agencies. Unless otherwise provided in the Supplementary Conditions, Contractor shall obtain and pay for all other construction permits and licenses. Owner shall assist Contractor, when necessary, in obtaining such permits and licenses. Contractor shall pay all governmental charges and inspection fees necessary for the prosecution of the Work, which are applicable at the time of opening of Bids, or if there are no Bids, on the Effective Date of the Agreement. Contractor shall pay all charges of utility owners for connections to the Work.

3.4. Use of Premises

3.4.1. Contractor shall confine construction equipment, the storage of materials and equipment and the operations of workers to the Project site and land and areas identified in and permitted by the Contract Documents and other land and areas permitted by Laws and Regulations, rights-of-way, permits and easements, and shall not unreasonably encumber the premises with construction equipment or other materials or equipment. Contractor shall assume full responsibility for any damage to any such land or area, or to the owner or occupant thereof or of any land or areas contiguous thereto, resulting from the performance of the Work. Should any claim be made against Owner or Engineer by any such owner or occupant because of the performance of the work, Contractor shall promptly attempt to settle with such other party by agreement or otherwise resolve the claim at law. Contractor shall, to the fullest extent permitted by Laws and Regulations, indemnify and hold Owner, and Engineer harmless from and against all claims, damages, losses and expenses (including, but not limited to, fees of engineers, architects, attorneys and other professionals and court costs) arising directly

indirectly or consequentially out of any action, legal or equitable, brought by any such other party against Owner or Engineer to the extent based on a claim arising out of Contractor's performance of the Work.

3.4.2. During the progress of the Work, Contractor shall keep the premises free from accumulations of waste materials, rubbish and other debris resulting from the Work. At the completion of the Work, Contractor shall remove all waste materials, rubbish and debris from and about the premises as well as all tools, appliances, construction equipment and machinery, and surplus materials, and shall leave the site clean and ready for occupancy by Owner. Contractor shall restore to original condition all property not designated for alteration by the Contract Documents.

3.5. Documents On-Site

3.5.1. Contractor shall maintain in a safe place at the site one record copy of all Drawings, Specifications, Addenda, Change Orders, Work Change Directives, and written interpretations and clarifications (issued pursuant to paragraph 9.4) in good order. These documents together with all approved samples and a counterpart of all approved Submittals will be available to Engineer for reference.

3.6. Temporary Asphalt Plant

If Contractor plans for or would like to consider installation of a temporary asphalt plant and material storage location on PBPB, PBPB currently had previously allocated a site for a temporary plant to be located on 134th Road Between Q and P Road on the South side of the Road. This site would be allowed again for a Temporary site location.

3.6.1. Items required within 30 days of award:

3.6.1.1. Detailed drawings

3.6.1.1.1. Plant Layout and plant information

3.6.1.1.2. Site Layout for all equipment, material, etc.

3.6.1.1.3. Surface Water Pollution Prevention Plan (SWPPP)

3.6.1.1.3.1. For Tribal lands the SWPPP is applied for and permitted through the federal EPA department and **NOT** the State of Kansas.

3.6.1.1.3.2. Any fees for the SWPPP plan are the responsibility of the contractor.

3.6.1.1.3.3. Contractor is responsible for the SWPPP application and permit with EPA.

- 3.6.1.2. Contractor is responsible to repair the gravel roads if determined to be damaged from the truck traffic to and from the plant.
- 3.6.1.3. Return the property back to natural state and grass seeding upon completion of project as per section 3.4.2.
 - 3.6.1.3.1. Contractor is responsible to remove any environmental waste or affected soils (oil spills, etc.)
- 3.6.1.4. Licenses & permits for Plant installation – must be in place before any work on the site can begin.
 - 3.6.1.4.1. NEPA (Environmental Assessment) of the site based on the drawings for the site.
 - 3.6.1.4.2. EPA License – Minor Source Permit (See Attachment “K”)

3.7. Asphalt Material Index (AMI)

- 3.7.1. Per Attachment “J” Project Special Provisions – Asphalt section 1.05 Asphalt Oil Price Adjustment. Asphalt Material adjustments for asphalt material index will be allowed and will require forms to submitted monthly.
- 3.7.2. Starting Asphalt Material Index (SAMI) for August 2022 is \$774.00 per Short Ton.

3.8. Access / Inspections and Testing

- 3.8.1. Owner, Engineer, testing agencies, governmental agencies, other representatives of owner, shall have access to the work at all times for their observation, inspecting and testing. Contractor shall provide proper and safe conditions for such access.
- 3.8.2. PBPN will be requiring all installations to be tested and inspected by PBPN’s 3rd party inspectors and the Engineer.
- 3.8.3. Contractor is responsible for contacting PBPN’s inspections team and shall provide timely notice of readiness of the work for all required inspections, tests, and approvals.
 - 3.8.3.1. Next step in paving process cannot start until previous testing and inspections are completed and approved by the PBPN approved inspection team.

- 3.8.4. Inspections will include compaction of soils, compaction of base rock, paving core samples

each lift, density of paving of each lift, and others as applicable per Engineer.

3.8.5. If any work (including the work of others) that is to be inspected, tested or approved is covered without written concurrency of Engineer, it must, if requested by Engineer, be uncovered for observation. Such uncovering shall be at Contractor's expense unless Contractor has given Engineer timely notice of Contractor's intention to cover the same and Engineer has not acted with reasonable promptness in response to such notice.

3.8.5.1. PBPN would prefer that notices or requests of inspections be supported by electronic means such as Emails to verify that request of inspection has occurred.

3.8.6. Neither observations by Engineer nor inspections, tests, or approvals by others shall relieve Contractor from Contractor's Obligations to perform the work in accordance with the contract documents.

4. Material and Equipment

The Contract, if awarded, will be on the basis of material and equipment described in the Drawings or specified in the Specifications without consideration of possible substitute or "of equal" items.

4.1. All asphalt material mix and preparation shall meet the requirements set forth in the drawings and specifications for the project.

4.2. Substitute Material and Equipment

4.2.1. Whenever it is indicated in the drawings or allowed by Specifications that a substitute or an "or equal" item of material or equipment may be furnished or used by Contractor if acceptable to Engineer and Owner, application for such acceptance will not be considered by Engineer or Owner until after the "Effective date of the Agreement".

4.3. All materials and substitute materials will require to follow a submittal process of approval by Engineer and by the Owner before material can be ordered and used for the project.

4.4. Any material or left-over material purchased for the project that cannot be sent back for a refund is the property of PBPN and should be turned over to the PBPN Construction Management department for use and storage as needed.

4.5. Submittals

4.5.1. After checking and verifying all field measurements, Contractor shall submit to Engineer for review and approval in accordance with the accepted schedule of Submittals, or for other appropriate action if so indicated in the Supplementary Conditions, a pdf formatted copy (via electronic mail) of all submittals (unless otherwise specified), which bear a stamp or written indication that Contractor has satisfied Contractor's responsibilities under the contract documents with respect to the submission. All submissions will be identified as Engineer may require. The data shown on the Submittals will be complete with respect to quantities, dimensions, specified performance and design criteria, materials and similar data to enable Engineer to review the information as required.

4.5.2. Contractor shall also submit to Engineer for review and approval with such promptness as to cause no delay in Work, all samples required by the Contract Documents. All samples will be

identified clearly as to material, Supplier, pertinent data such as catalog numbers and the use for which intended.

- 4.5.2.1.** Before submission of each Submittal or sample Contractor shall have determined and verified all quantities, dimensions, specified performance criteria, installation requirements, materials, catalog numbers and similar data with respect thereto and reviewed or coordinated each Submittal or sample with other Submittals and samples and with the requirements of the Work and the Contract Documents.
- 4.5.2.2.** At the time of each submission, Contractor shall give Engineer specific written notice of each variation that the Submittal or samples may have from the requirements of the Contract Documents, and, in addition, shall cause a specific notation to be made on each Submittal submitted to Engineer for review and approval of each such variation.
- 4.5.2.3.** All Submittals will be reviewed by Engineer first, then submittals will be sent to Owner for approval or notes prior to final submittal return to the contractor. PBPN for record keeping purposes would like to be able to receive and have a copy of every submittal (approved or not) as well as the opportunity to provide any additional notes to the submittal prior to final approval being sent to the Contractor.
- 4.5.3.** Engineer and Owner will review and approve with reasonable promptness Submittals and samples, but Engineer's and Owner review and approval will be only for conformance with the design concept of the Project and for compliance with the information given in the Contract Documents and shall not extend to means, methods, techniques, sequences or procedures of construction (except where a specific means, method, technique, sequence or procedure of construction is indicated in or required by the Contract Documents) or to safety precautions or programs incident thereto. The review and approval of a separate item as such will not indicate approval of the assembly in which the item functions. Contractor shall make corrections required by Engineer and shall return the required number of corrected copies of Submittals and submit as required new samples for review and approval. Contractor shall direct specific attention in writing to revisions other than the corrections called for by Engineer on previous submittals.
- 4.5.4.** Engineer's review and approval of Submittals or samples shall not relieve Contractor from responsibility for any variation from the requirements of the Contract Documents unless Contractor has in writing called Engineer's attention to each such variation at the time of submission as required by Section 4.5.2.2 and Engineer has given written approval of each such variation by a specific written notation thereof incorporated in or accompanying the Submittal or sample approval; nor will any approval by Engineer relieve Contractor from responsibility for errors or omissions in the Submittals or from responsibility for having complied with the provisions of section 4.5.2.1.
- 4.5.5.** Where a Submittal or sample is required by the Specifications, any related Work performed prior to Engineer's review and approval of the pertinent submission will be the sole expense and responsibility of Contractor.

5. Schedule Requirements

- 5.1.** The Contractor shall submit, with the signed RFP Proposal, a schedule of proposed construction operations which is acceptable to the Owner for any project with a substantial completion time greater than 60 days or with a calendar completion date as defined in section 5.5.2 of the Scope of work; however, on any project for which more than one pay application will be submitted, a schedule of proposed construction operations shall be submitted. The schedule shall comply with

all provisions of this specification. The schedule shall be a bar graph type schedule which identifies the target starting and completion dates for each bid item of the Work. The schedule shall indicate completion of the various parts of the Work and the total project by the calendar completion dates called out in the Scope of Work.

- 5.2. Project is required to be completed by dates listed and all work must be completed within temperature allowances and approved by Engineer as to work during cool or cold temperatures.
- 5.3. Work may be completed on an as needed basis. There are no time limitations or day restrictions. PBPN does request that if jackhammering or extremely loud work is to occur, to plan accordingly so as to not have this work occur during overnight periods near residential properties.

5.4. Substantially Complete

5.4.1. Substantial Completion - The Work (or a specified part thereof) has progressed to the point where, in the opinion of Engineer as evidenced by Engineer's notice of Substantial Completion, it is sufficiently complete, in accordance with the Contract Documents, so that the Work (or specified part) can be utilized for the purposes for which it is intended; or if there be no such certificate issued, when final payment is due. The terms "substantially complete" and "substantially completed" as applied to any Work refer to Substantial Completion thereof.

5.4.2. For the work to be considered Substantially Complete, all work except Sodding, seeding, Fertilizing and Mulching shall be complete an accepted and the roadway opened to unrestricted traffic.

5.4.2.1. After substantial Completion time period, the Contractor shall complete the Sodding and Seeding items of work.

5.5. Schedule after Award

- 5.5.1. **Installation of Temporary Asphalt plant** **January 2023**
- 5.5.2. **Project Start (weather dependent)** **February 1st, 2023**
- 5.5.3. **Project substantial Completion** **November 3rd, 2023**
(All road paving, striping completed and 100% open to traffic)
- 5.5.4. **Final Completion (seeding, signs, etc.)** **December 1st, 2023**
- 5.5.5. **Temp Asphalt Plant Removal** **March 31st, 2024**
Removal of plant, full repairs to site, roads, etc. & grass seeding complete.
Final Payment allowance after Plant is removed and site work complete.
- 5.5.6. **1-year warranty check** **August 1st, 2024**

5.6. If project is not completed within this time schedule, please refer to the RFP section 5.2 Liquidated damages for this project.

6. Warranty

6.1. Project will require a 1-year warranty walk-thru and inspection by engineer, owner, and contractor of the project. Upon completion of the walk thru, any items found of requiring repairs, Contractor

will have 60 days to complete repairs per Engineer's specifications and inspections during repairs.

7. Safety and Protection

7.1. Contractor shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the Work. Contractor shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury or loss to:

7.1.1. All employees on the Work and other persons and organizations who may be affected thereby;

7.1.2. All the Work and materials and equipment to be incorporated therein, whether in storage on or off the site; and

7.1.3. Other property at the site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures, utilities and Underground Facilities not designated for removal, relocation or replacement in the course of construction.

8. Subcontractors, Suppliers, and others

8.1. Bidder must submit to Owner, as part of their Bid Form, a complete list of all Subcontractors and other persons and organizations (including those who will be furnishing the principal items of material and equipment) proposed to be used by the bidder to complete this project. **Failure by the Bidder to provide this list with his bid shall render the bid nonresponsive.** If requested by the Owner, the Successful Bidder shall submit to the owner, in writing, an experience statement with pertinent information as to similar projects and other evidence of qualifications for each such Subcontractor, person and organization listed on the Bid Form. If Owner or Engineer, after due investigation, has reasonable objection to any proposed Subcontractor, other person or organization, either Owner or Engineer may before giving the award of contract, request the apparent Successful Bidder to submit an acceptable substitute without an increase in Bid Price. If the apparent Successful Bidder declines to make any such substitution, the contract shall not be awarded to such Bidder, but his declining to make any such substitution will not constitute grounds for sacrificing his Bid Security. Any Subcontractor, other person or organization so listed and to whom Owner or Engineer does not make written objection prior to the giving the award of contract, will be deemed acceptable to Owner and Engineer. Substitutions to this list of acceptable Subcontractors and other persons and organizations after the apparent Successful Bidder has been awarded a contract by the Owner will not be allowed without the written approval of the Owner or Engineer.

8.2. The amount of the work performed by Subcontractors in aggregate shall not exceed seventy (70) percent of the total Contract Price as determined based on the units of work to be performed by Subcontractors at the actual unit prices contained in the Agreement. For the purposes of this paragraph 8.2, "work" shall include all services, labor, equipment and materials associated with each specific item of the contract. The purchase of materials by the Contractor for use by Subcontractors in completing the project shall not be credited toward the amount of work performed by the Contractor. If Engineer has reason to believe that any unit price contained in the agreement does not represent a reasonable price for the Work involved with the specific item, Contractor shall furnish full documentation of the unit price(s) determination. If specific units of Work involve more than one Subcontractor, Contractor shall provide documentation which enables Engineer to determine the portion of the unit price attributable to each Subcontractor. If it is determined during the course of the Work that the aggregate amount of the work being performed by subcontractors exceeds seventy (70) percent of the Contract Price, Contractor shall take appropriate actions to comply with the requirements of this paragraph 8.2.

9. Notes / Miscellaneous

9.1. Coordination with Utilities

- 9.1.1.** The Contractor shall notify in writing responsible representatives of public utilities, or any other facilities or property that will be affected by his operations. Such notice shall be given in a timely manner before beginning work. The Contractor shall thereafter coordinate his work with the work necessary to protect or relocate such utilities, property or facilities, and cooperate to the fullest extent to avoid damage or service interruptions. Contractor shall keep Engineer informed of all such coordination and provide copies of written correspondence at time of notification. For obtaining underground utility locations, the Contractor shall utilize the Kansas One-Call service, telephone no. 1-800-344-7233.
- 9.1.2.** PBPN utilities and other underground installations are not on Kansas One Call or Dig Safe. Anytime the contractor or one of their sub-contractors is required to contact dig-safe for locating underground utilities, they are required to contact PBPN Construction management for locating of all PBPN underground Utilities at the same time. For PBPN Utility locating service, Telephone No. (785)966-4031.

9.2. Public Convenience

- 9.2.1.** The Contractor shall notify owners of adjacent property and cooperate with them in the protection of their property. Engineer shall be informed of all actions and issued copies of any written correspondence with property owners. Access to driveways, houses and buildings, and temporary approaches and crossings of streets and sidewalks shall be provided, unless otherwise directed by the Engineer, and kept in good condition.

9.3. Sanitary Conveniences

- 9.3.1.** The Contractor shall provide all necessary privy accommodations for the use of his employees and shall maintain the same in a clean and sanitary condition. He shall not create or permit any nuisance to the public or to residents in the vicinity of the work.
- 9.4.** Contractor is responsible for all Trash and debris removal from the site.
- 9.5.** If, in the course of the work, the contractor encounters human remains, or recognized the existence of burial markers, archaeological sites, or wetlands, not indicated on the construction documents, the contractor shall immediately suspend any operations that would affect them and shall notify the Owner. Upon receipt of such notice, the Owner shall promptly take any action necessary to obtain governmental authorization required to resume the operations. The contractor shall continue to suspend such operations until otherwise instructed by the Owner but shall continue with all other operations that do not affect those remains or features. Contractor is to contact the Construction Management Department (785-966-4031).

ATTACHMENT “B”

BUDGET SHEET

**(Budget Sheet is linked to the bid event on our website
www.pbpindiantribe.com/finance/procurement/)**

ATTACHMENT "C"

DRUG FREE WORKPLACE CERTIFICATION

The undersigned hereby certifies to the Prairie Band Potawatomi Nation, subject to penalty for perjury pursuant to the laws of the Prairie Band Tribal Court, that the following is true and correct:

1. The undersigned is a duly authorized representative of the Contractor and, in that capacity, has executed this certification on behalf of the Contractor.
2. The Contractor, in accordance with Government Code Section 41 U.S.C. Code §8102, the Drug-Free Workplace Act of 1988, shall provide a drug-free workplace by doing all of the following:
 - a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited in the person's or organization's workplace and specifying actions which will be taken against employees for violations of the prohibition.
3. Establishing a drug-free awareness program to inform employees about all of the following:
 - a) The dangers of drug abuse in the workplace.
 - b) The person's or organization's policy of maintaining a drug-free workplace.
 - c) The availability of drug counseling, rehabilitation and employee-assistance programs; and
 - d) The penalties that may be imposed upon employees for drug abuse violations.
4. Requiring that each employee engaged in the performance of the Contract be given a copy of the statement required by subdivision
 - a) Above and that, as a condition of employment on the Project, the employee agrees to abide by the terms of the statement.
5. The Contractor hereby acknowledges and agrees that, if the District determines that the certification given herein is false or that the Contractor violated this certification by failing to implement the requirements of Government Code Section 41 U.S.C. Code §8102, the Contract shall be subject to termination, suspension of payments, or both, and the Contractor shall be subject to debarment in accordance with the requirements of Code Section 8102.

Signature Company Representative

Date

Print Name

Title

ATTACHMENT "D"

DISBARMENT DISCLOSURE

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS

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.

Name of Authorized Representative

Title of Authorized Representative

Firm Name and Address

Date

ATTACHMENT "F"

RFP Submission Checklist

Please initial next to each item as to verify that all listed items are included with the electronic submission to PBPN.

- 1) RFP Signed Technical Proposal (Content completed as per section 3 of RFP) _____
- 2) Signed copy of Attachment "C" Drug Free Workplace _____
- 3) Signed copy of Attachment "D" PBPN Disbarment Disclosure _____
- 4) Attachment "E" References _____
- 5) Attachment "B" Cost Proposal (completed as per section 3.7 of RFP) _____
- 6) Attachment "B – 1A" Cost Proposal (completed as per section 3.7 of RFP) _____
- 7) Copy of Insurance Certificate per section 5.1 of RFP _____
- 8) Copy of Performance Bond, or letter of bonding agency of ability to bond _____
- 9) Copy of PBPN Business license or application for license upon award of project _____
- 10) Attachment "L" - Subcontractor / Supplier List _____
- 10) Copy of signed Attachment "F" – RFP submission Checklist _____

Signature: _____

Date: _____

Documents linked to the bid event on our website

www.pbpindiantribe.com/finance/procurement/

ATTACHMENT “G” - PBPN Business License Application

ATTACHMENT “H” - 2022 Road Repair plans (bidding final)

(Front page of plans shows map of roads that this project will include)

ATTACHMENT “I” - List of KDOT special provisions for paving

ATTACHMENT “J” - Project Special Provisions for Hot Mix Asphalt Construction

ATTACHMENT “K” - EPA Hot Mix Asphalt Plants Permit Request for Coverage

ATTACHMENT “L” - Subcontractor / Supplier List

ATTACHMENT “M” - 25 CFR Part 170 (Transportation projects on Tribal Lands)