



Prairie Band 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

Playground Equipment, Installation, Surfacing, and
Design/Layout Services

SUBMISSION DEADLINE:

May 5, 2023 @ 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: 2023-0005

SOLICITATION DUE DATE / TIME: May 5, 2023 @ 3:00 PM (CST)

SUBMITTAL LOCATION: Electronic Bid Submittals Only

DESCRIPTION: Playground Equipment, Surfacing, and Design/Layout Services

ON-SITE MEETING:

<u>DATE</u>	<u>TIME</u>	<u>LOCATION</u>
04/21/2023	10:00 AM (CST)	15400 M Road Mayetta, KS. 66509

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

Michael Tamez
PBPN – Senior Procurement Specialist
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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)**

The Prairie Band Potawatomi Nation is seeking bids from manufacturers and/or dealers who can offer playground Equipment installation, design and layout services, surfacing recommendation specifications.

1.2. **Project Location**

L4 Lane Mayetta, Kansas 66509

N1 / N2 Lane Mayetta, Kansas 66509

Prairie Peoples Park 15400 M Road Mayetta, Kansas 66509

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 May 5, 2023 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. **On-Site Pre-Bid Meeting**

- 1.4.1. An on-site pre-bid meeting will be held on **04/21/2023 at 10:00 AM (CST)**
Details of the meeting are as follows:

Location:

Prairie Peoples Park

15400 M Road Mayetta, Kansas 66509

- 1.4.2. The purpose of the on-site 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 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

2. SECTION TWO – REQUIREMENTS

2.1. Project

- 2.1.1. The selected contractor 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 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 **April 24, 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 a Professional Goods and Service Contract (PGSC) 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.

4/14/2023	Legal Notice
4/14/2023	Public/Private Advertisement of RFP
4/21/2023 @ 10:00 AM	Pre-Bid On-Site Meeting
4/24/2023	Amendments to RFP
4/24/2023	Deadline for Submission of Questions
4/28/2023	Answers to Submitted Questions - Final
05/05/2023	Proposals Due
05/05/2023	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 Page 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 PBPB 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 PBPB 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. Page 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 **05/05/2023**.

Subject line of the email must contain **“Bid 2023-0005 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 2023-0005 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 2023-0005 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 PBPN 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. PBPN 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 PBPN 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 PBPB 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 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.

4.3.1.4. 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 PBPB Accounts Payable Department at the following address:

PBPB -Finance Department

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

- 4.3.6. Defective invoices: without prejudice to its other rights under the Contract or further obligations to Contractor, the PBPB 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 PBPB 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 PBPB 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 PBPB 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 PBPB 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

5.3. 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 PBPB’s receipt of any certificates of insurance of 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 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.

5.5. 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 and its Tribal Council, agents and employees for losses arising from the work performed by the Contractor for the PBPN.

5.7. Conflict of Interest

- 5.7.1.** 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.
- 5.7.2.** 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.

5.8. Confidentiality

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

5.9. Health Insurance Portability and Accountability Act of 1996

- 5.9.1.** 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 PBPN Health Clinic in the course of performance of the Contract so that both PBPN 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 PBPN Health Clinic and Contractor in compliance with HIPAA, including, but not limited to, business associate agreements.
- 5.9.2.** If applicable, and requested by the PBPN Health Clinic and PBPN 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 PBPN 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.

5.10. Tribal Business Licensing (Applicable)

Contractors conducting business within the PBPN 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 PBPN 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 PBPN Tribe and be maintained for the duration of the contract.

5.11. Governing Law and Jurisdiction

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

5.12. Sovereign Immunity

Notwithstanding any other terms or provisions of this Agreement, Contractor understands and agrees that the PBPN 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 PBPN Tribe of 1856 (12 Stat. 971).

5.13. 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 PBPN 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.

5.14. 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:

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

5.14.2. 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 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**

The Prairie Band Potawatomi Nation has a requirement for three (3) playground structures, to include playground equipment with installation, design and layout assistance including the drawings for the amount of loose fill needed per design of the structure and height of the containment wall needed.

2. **DELIVERABLES**

Contractor shall provide all equipment, materials, supplies and labor to supply and install play structures, to include play structure loose fill retaining boarder/barrier size to meet playground specifications as described in this statement of work.

3. **ADA COMPLIANCE:** Play structure design shall meet ADA Accessibility Guidelines for buildings and facilities and all applicable provisions of the current "Handbook for Public Playground Safety" published by the Consumer Product Safety Commission (CPSC)", and of ASTM F1487-98 "Standard Consumer Safety Performance Specification for Playground Equipment for Public Use", published by the American Society for Testing and Materials (ASTM).

4. **EQUIPMENT SPECIFICATIONS:** Specifications for playground equipment include:

- Equipment shall be designed for children 5 to 12 years of age.
- Equipment shall be of new unused manufacture.
- Equipment shall be free of points, sharp edges and protrusions that may cut or puncture.
- Equipment shall be free of protrusions and other elements that may snag clothing or body parts.
- Equipment shall be free of angles or openings that may entrap body parts.
- Equipment shall be free of pinch or crush points.
- Equipment shall be free of splinters and not be subject to future splintering.
- Equipment shall have slip resistant walking and climbing surfaces.
- Equipment shall have components that drain freely and do not collect water.
- Equipment shall have steps and handholds of proper size, spacing and incline where necessary to assist climbing.
- Equipment shall have all moving parts constructed of materials that minimize the potential for impact injuries.
- Equipment shall have handrails, raised edges and other barriers where necessary to minimize the potential for falls.
- Equipment shall have vandal-proof connectors that cannot be loosened or unfastened without specialized tools.
- Equipment shall permit easy access by adults for maintenance and emergencies.
- Equipment shall be designed to support the maximum possible load able to be imposed on the apparatus.
- Equipment shall be designed to be permanently anchored in place.
- Equipment shall be constructed of non-rusting and nontoxic materials.
- Equipment shall be constructed of materials that will remain durable in an outdoor environment.
- Equipment shall not be constructed of wood or contain wooden components.
- All necessary posts, hardware, safety rails, fastening devices, clamps, etc. shall be provided to insure completed construction as well as compliance with safety requirements.
-

5. **EQUIPMENT ITEMS:** Playground equipment shall include a minimum of the following or very similar components at each public use area. Play Set shall be one of already pre-manufactured nature, does not need to be custom manufactured to reduce cost:
- Slides of varying heights (3 or more)
 - Wave slide
 - Guardrails
 - Pole Climber
 - Climber Attachment
 - Bridge
 - ADA Steps
 - Swing Sets including ADA swings at all sites
 - Transfer Modules
 - Two Covered Components
 - Options for inclusive products such as sensory walls and other inclusive equipment that can be added to each site. (these pieces of equipment can be all ages)
6. **PLAY SURFACE:** Play surface will be loose fill provided by the Nation. Contractor to provide guidance on installation requirements per equipment specifications.
7. **CONTAINMENT BARRIER:** A concrete containment barrier will be provided by the Nation. Design & consultation services to be offered by the contractor.
8. **SAFETY:** The contractor will be expected to take a vital interest in safety hazards and educate their employees to work and plan their work safely, and comply with all pertinent provisions of the Federal, State, and local regulations. Any open holes or tripping hazards left after working hours shall be secured by use of barrier fencing to prevent accidental injury to the public.
9. **A CONTRACTOR PROPOSAL:** A technical diagram and list of the assembled playground components and containment/surface specifications with warranty information should be submitted with all the contractor's proposal(s). Contractors may submit multiple proposals for each public use area to include required information listed above.
10. **WAGE RATES:** Applicable Davis Bacon Act wage rates are attached herein.
11. **JOBSITE LOCATIONS:** (Following Attachments)



L4 Lane Mayetta, KS
66509

N1/N2 lane Mayetta, KS
66509





Prairie People's Park
15400 M rd Mayetta, KS 66509

ATTACHMENT “B”

BUDGET SHEET

To be provided by the bidder in a separate PDF as part of the Cost Proposal.

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

