



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

REQUEST FOR QUOTATION(S)/PROPOSAL(S)

SOLICITATION NUMBER: 2019-00002

SOLICITATION DUE DATE/TIME: 4/4/2019 @ 3:00 PM (CDST)

SUBMITTAL LOCATION: 16281 Q Road, Mayetta, KS 66814

DESCRIPTION: MASTER AGREEMENT FOR PREFERRED VENDOR
SERVICES FOR RENT-A-CAR ORDERED ON A CASE BY
CASE BASIS -2019

PRE-OFFER TELECONFERENCE	<u>3/22/2019</u>	<u>11:00AM (CDST)</u>	<u>Mayetta, KS</u>
	DATE	TIME	LOCATION

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

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

OFFERORS ARE STRONGLY ENCOURAGED TO CAREFULLY READ THE ENTIRE SOLICITATION

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

PROJECT NARRATIVE

1. INTRODUCTION

The Prairie Band Potawatomi Nation (PBPN) is a federally recognized Indian tribe of more than 4586 enrolled Tribal members and approximately 300 Tribal employees. As part of the Council of Three Fires, the PBPN signed the 1829 Second Treaty of Prairie du Chien independently and the 1832 Treaty of Tippecanoe. The Indian Removal Act of 1884 the Prairie Band were forcibly relocated west to Missouri's Platte County, then to Council Bluffs, Iowa and eventually in 1846 relocated to present day in Mayetta, Kansas. Throughout the 1940-60's, the United States Government shaped the Indian Termination Policy, to end all US government's recognition of sovereignty and trust relationship with tribes. The Prairie Band was targeted along with three (3) other tribes in Kansas and several other tribes in California, New York, Florida and Texas. However, in 1954 with the perseverance of then PBPN Tribal leader Minnie Evans, led the effort to stop termination of the Prairie Band of Potawatomi Nation as well as the Sac & Fox, Kickapoo and Iowa tribes.

With the 1996 opening of the PBPN Casino Resort, 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., Fire Keeper Golf Club/Course, Nation Convenience with Subway and several other enterprises.

2. BACKGROUND

The PBPN has a land area of 11 square miles, a total of 77,357 acres located entirely in Jackson County, 20 miles north of Topeka, Kansas off state highway 75. The Nation's current land mass though trust land and owned individually by the Nation consists of; 661 tracts (33,703 acres) on-reservation; 34 tracts (1,744 acres) off-reservation and 695 tracts (35,447 acres) overall. It 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, child care, planning and zoning and general administrative services. The PBPN government has a Council-Manager form of government. The Tribal Council is comprised of the Chairman and six (6) Council members. The Tribal Council are elected at large every four years with staggered terms. The Council is the legislative body of the Tribal government with the Chairman as the presiding officer. The General Manager is appointed by the Council and administers the daily operations of the Tribal government through appointed department heads.

3. PURPOSE OF REQUEST FOR QUOTATION/PROPOSAL (RFQ/P)

It is the intent of the Prairie Band Potawatomi Nation (PBPN) to establish a Master Agreement for Vehicle and Charter Rentals for the purposes of PBPN employees attending conferences, off-site meetings, business visits and other travel that requires the use of a vehicle or charter transportation supported under this Contract. This Request for Proposal (RFQ/P) is issued on behalf of PBPN is to solicit proposals from vendors who can provide vehicle rental services

4. PROJECT LOCATION

The PBPN Government offices are located at 16281 Q Road, Mayetta, KS. The Finance Department is located within the government complex.

5. PROPOSAL GUIDELINES

This request for Proposal represents the requirements for an open and competitive process. Proposals will be accepted **until 3:00 PM; April 4, 2019 (CDST)**. 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 contract 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.

6. PROJECT DESCRIPTION

The PBPN seeks a Vehicle and Charter Rental agency/firm experienced working cohesively with Indian Tribes in remote areas. It intends to enter into a Master Agreement contract with a qualified firm who demonstrates knowledge, experience, organization and financial ability to undertake the task of providing essential vehicle and charter services in a timely manner and that serves the best interest of the Tribe.

7. PRE-OFFER CONFERENCE

- 7.1. **A mandatory Pre-proposal meeting will be held at the Owner's office located at 16381 Q Road, Mayetta, KS on March 22, 2019 at 11:00 AM (CDST) local time.** The PBPN does offer telecommunication services for this RFQ/P. Should you need to utilize this service, please contact the Procurement Department at (785)966-3970. The PBPN Travel Representative will be available for the Pre-conference to answer your questions.
- 7.2. The purpose of the meeting is to clarify the contents of this solicitation and the procurement process to prevent any misunderstanding of the project, and to response to any immediate questions that Proposers may have about this RFP/Q. A list of persons in attendance at the pre-Proposal meeting will be recorded.
- 7.3. Any doubt as to the requirements of this Proposal (RFQ/P) or any apparent omission or discrepancy should be presented to the Nation at this conference.
- 7.4. An Offeror may not rely on any verbal responses to questions at the conference. Material issues raised at the conference that result in changes to the Solicitation shall be answered solely through a Solicitation Amendment.
- 7.5. Persons with Disabilities: Person with a disability may request a reasonable accommodation by contacting the Procurement office. Request should be made as early as possible to allow sufficient time to arrange for accommodations.
- 7.6. No oral communication from or with the Owner Contact, Tribal employee individuals or Tribal official concerning the Project during the Procurement process is allowed, except during the Pre-Conference meeting and Question inquiry phase. A violation of this may result in disqualification of the proposer.
- 7.7. Selection of the firm will follow a two-step process with a three (3) person Evaluation Selection Committee. The Committee may request an interview and/or presentation of the two (2) highest scoring Offerors. This interview process shall be used to ensure selection of the firm providing the best overall capability to perform the work in a manner most advantageous to the PBPN in accordance with established evaluation criteria.

8. PROJECT SCOPE OF WORK

The Project scope of work is attachment "A"

9. PROJECT REQUIREMENTS

- 9.1. The selected contactor will commence with service upon completion of the required PBPN Professional Services Contract.
- 9.2. The selected contractor shall be given access to all documents relevant to assessing the insurance needs of the PBPN.
- 9.3. The selected Contractor will make available two (2) options for selection of insurance assessments.
- 9.4. The Contractor shall re-execute any work that fails to conform to requirements of the contract. Such re-execution of work shall be the sole responsibility of the Contractor (including all associated cost).

10. 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.

11. SOLICITATION INQUIRIES

11.1. Duty to Examine

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

11.2. 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.

11.3. Submission of Inquiries

11.3.1. All inquiries related to the Solicitation are required to be submitted to the Procurement office and/or emailed to MaureenCurley@pbpn.org

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

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

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

11.4. Timeliness

11.4.1. Any inquiry or exception to the Solicitation shall be submitted as soon as possible and should be submitted at least seven (7) days before the Offer due date and time for review and determination.

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

11.5. Solicitation Amendments

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

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

11.6. Offer Amendment or Withdrawal

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

11.7. Confidential Information

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

11.8. Public Record

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

11.9. Non-collusion, Employment and Services

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

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

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

11.10. Formal Contract

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

11.11. Disclosure

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

11.12. 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).

12. BUDGET

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

- 12.1. Provide a guaranteed budget for services listed in the Scope of Work (attachment "A").
- 12.2. Cost of Offer Preparation:
 - 12.2.1. The PBPN will not reimburse any Offeror the cost of responding to the Solicitation.
- 12.3. The PBPN reserves the right to negotiate the fees proposed by the offeror.
- 12.4. 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.
- 12.5. The PBPN will require and attest the Contractor in good faith hire qualified PBPN Tribal members according to the TERO Ordinance requirements of 1979 for preference, employment and this opportunity.

13. PRICING

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

14. PROJECT TIMELINE

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

March 18, 2019	Public/Private Advertisement of RFQ/P
March 22, 2019	Amendments to RFQ/P
March 22, 2019 @ 11 AM (CDST)	Mandatory Pre-Bid Conference/Telecom
March 27, 2019	Deadline for Questions
March 27, 2019	Answers to Questions - Final
April 4, 2019 @ 3:00PM (CDST)	Proposals Due
April 4, 2019 @ 3:30PM (CDST)	Opening of Proposal submitted
April 8, 2019	Evaluations of Proposals
April 9, 2019	Notice of Award

15. PROPOSAL CONTENT

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

- 15.1. Offerors responding to this Solicitation must submit three (3) hard-bond copies with no more **than twenty-five (25) pages and no less than five (5) pages**, typed **using 12-point font single spaced**, and on each document, insert a footer that specifies: Name of Offeror, Name of the Attachment, the Solicitation number and Page number, to the Procurement Officer at MaureenCurley@pbpn.org. The Procurement Office will not respond to any inquiries received in any other manner.
- 15.2. Offers shall be received before the due date and time stated in the solicitation. Offers submitted outside the stated requirements or those that are received after the due date and time shall be rejected.
 - 15.2.1. When submitting an Offer, only files that are Microsoft Word Documents, Excel Workbooks, PowerPoint presentations and/or Adobe Acrobat documents will be accepted. Any other format will need advance approval before submitting your files.
 - 15.2.2. Each proposal shall include an attachment for each response section,
 - 15.2.3. The material shall be in sequence and organized as outlined in section 11.3 (below) as related to the RFQ/P,
 - 15.2.4. Failure to include the requested information may have a negative impact on the evaluation of the Offeror's proposal.
- 15.3. **The proposal shall be organized in the following manner:**
 - 15.3.1. **Tab 1- Letter of Interest**
 - 15.3.1.1. Provide a letter of interest describing your interest for this project (1 page minimum).
 - 15.3.2. **Tab 2 -Company Profile**
 - 15.3.2.1. Provide a company profile including principal areas of expertise and experience providing services to Tribal communities , include an organizational chart depicting the management of the firm's organization and its relationship to any other business entity. Proposals must include the following information:
 - 15.3.2.1.1. Date, state and type of business organization (close, general or S Corporation, LLC or PLLC, Sole proprietorship),
 - 15.3.2.1.2. Federal and State Tax ID numbers,
 - 15.3.2.1.3. Names of Owners, Principals and/or Officers,
 - 15.3.2.1.4. Civil or Criminal claims, judgments or suite within the last ten (10) years,
 - 15.3.2.1.5. Evidence of the firm's financial wherewithal to complete the project,

15.3.2.1.6. 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,

15.3.2.1.7. The Project Manager's name, title, email address, mailing address, fax and telephone number,

15.3.3. Tab 3 – Project Understanding and Approach

15.3.3.1. Describe your understanding of the project and approach to delivering the services requested. It is important to demonstrate the ability to advocate for PBPN while maintaining professional relationships throughout the project.

15.3.3.2. Describe your understanding of the Rental Car and Charter industry and technical approach for the project.

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

15.3.4.1. Address and phone numbers of all company offices,

15.3.4.2. Brief description of company history and key services,

15.3.4.3. Number of years in business,

15.3.4.4. Types of services provided,

15.3.4.5. List and describe all claims, lawsuits or legal settlements within the past five (5) years, and those that are currently pending, and

15.3.4.6. Number of full and part-time employees.

15.3.4.7. References from at least three (3) previous projects as stipulated with experience must be provided as proof of experience.

15.3.4.8. All sub-contractors engaged at work at the job site shall possess the necessary and appropriate licenses, certificates, training, and qualifications as required by PBPN Code for the intended work.

15.3.5. Tab 5 - Technical Qualifications

15.3.5.1. Offeror's 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,

15.3.5.2. Offeror's shall provide a detailed description of the Project Coordinator's function and how they will accomplish the minimum tasks listed in the Scope of Work.

15.3.6. Tab 6 – Fee/Budget Proposal

15.3.6.1. Provide an all-inclusive pricing to include but not limited to; all labor, materials, labor rate, labor benefits, payroll burden, insurances, workmen's compensation

fee, profit, overhead and all other related cost factors for the life of this contract.

15.3.6.2. The firm may not bill the Tribe for any other products or services without the Tribe Procurement and Purchasing approval.

15.3.6.3. Offeror's shall COMPLETE the attached budget worksheet or provide one equivalent to the PBPN worksheet.

15.3.7. Tab 7 – Indian Preference

15.3.7.1. Provide a description of the firm's history and proposed efforts to promote diversity in employment and utilization of Indian Preference, certified Disadvantaged Business Enterprise (DBE), Minority Business Enterprise (MBE), Small Disadvantage Business (SDB) and Women's Business Enterprise (WBE) firms as partners, subcontractors or suppliers on previous contracts.

15.3.7.2. Describe any innovative or particularly successful measures the firm has undertaken to work with these firms.

15.3.7.3. Describe how the firm is currently utilizing minorities and women in the workforce and how the firm has historically provided opportunities for minorities and women to receive training and work within the firm. The Proposal must include the following information:

15.3.7.4. Indian Preference (Applicable):

15.3.7.4.1. The contractor shall comply with the Indian preference requirements in employment and subcontracting as required by the PBPN, the RFQ/P Policy, and the Indian Self Determination and Education Act, as amended.

15.3.7.4.2. The work to be performed under this proposal is subject to the Indian Self-Determination Act (25 U.S.C. 450), that requires to the greatest extent feasible:

15.3.7.4.3. Preference and opportunities for training and employment shall be given to Indians, and

15.3.7.4.4. Preference in the award of contracts and subcontracts shall be given to Indian organizations or Indian-owned economic enterprises.

15.3.7.4.5. The parties to this contract shall comply with the provisions of the Indian Self-Determination Act.

15.3.7.5. In connection with this contract the contractor shall, to the greatest extent feasible, give preference in the award of any subcontracts to Indian organizations or Indian-owned economic enterprises, and preferences and opportunities for training and employment to Indians.

15.3.7.6. The contractor shall include this clause in every subcontract in connection with the project, and shall, at the direction of the recipient, take appropriate action pursuant to the subcontract upon a finding by the recipient that the subcontractor has violated the clause of the Indian Act.

16. SUBMISSION OF OFFER

16.1. Offer Submission Due Date and Time:

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

PBPN Tribal Procurement Office
Ms. Maureen Curley, Procurement Officer
“RFQ/P PREFERRED RENTAL CARE AND CHARTER SERVICES”
16281 Q Road
Mayetta, KS 66509
MaureenCurley@pbpnation.org

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

16.3. Offer and Acceptance

16.3.1. The Offer and Acceptance for this RFQ/P shall be signed with a signature by the person authorized to sign the Offer and shall be submitted to the Procurement Office with the solicitation no later than ten (10) after the initial award date.

16.4. Solicitation Amendment

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

16.4.2. Offer Amendment or Withdrawal:

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

16.5. Public Record:

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

17. PROPOSAL OPENING

17.1. Offers received by the due date, **April 4, 2019 @ 3:00 PM (CDST)** and time will be opened within one-half (1/2) hour of the closing date and time.

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

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

18. EVALUATION

18.1. Evaluation Criteria

18.1.1. In accordance with the PBPN Procurement Policy, awards shall be made to the responsible

Offeror(s) whose proposal is determined in writing to be the most advantageous to the Tribe based upon the evaluation criteria listed below.

18.1.2. The Tribe reserves the right to reject any or all responses to this RFQ/P. 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.

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

18.1.4. The evaluation factors are listed in their relative order of importance. In evaluating responses to this RFQ/P, the PBPN Procurement Office will take into consideration the experience capacity, and costs that are being proposed by the Respondent.

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

EVALUATION FACTORS		
1	Broad history of experience in providing Rental car and Charter services to Tribal/Community organization	15
2	Knowledge and understanding of PBPN business expectation and corporate pricing for rental services	15
3	Assessing cost effective ways to establish pricing agreements with Tribes	10
4	Demonstrate positive, honest, transparent negotiation skills and communication	20
5	Clear statement of addressing PBPN needs and indicate Rental agency's relationship with Tribes	15
6	Provided a description of the types of vehicles and charter portfolios provided for Tribal organizations	15
7	Indian Preference (must show proof)	10

19. AWARD

19.1. Number and Types of Awards

The PBPN 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 PBPN.

19.2. Contract Inception

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

19.3. Effective Date

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

20. INVOICING

20.1. Submitting invoices: Contractor shall submit an invoice to the PBPN Finance Accounting Office within thirty (30) days of the end of each month services was provided. Every invoice must be signed by

Contractor's authorized representative and accompanied by all supporting information and documentation required by the Contract.

- 20.2. No invoice without authorization.
 - 20.2.1. Contractor shall not seek payment for any service(s) provided without the proper signature of the designated or assigned individual for the project.
 - 20.2.2. Services that have not been authorized on an acknowledged purchase order, and
 - 20.2.3. Services that are the subject of a Contract Amendment or Change Order that has not been fully signed and execute.
- 20.3. 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
AccountPayable@pbpnation.org

- 20.4. 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.
- 20.5. Every invoice shall include the following information:

Item Price	REQUIRED
Bill to Name and Address	●
Contractor Name and Contact information	●
Remit - to Address	●
PBPB Contract number	●
Invoice number and date	●
Date the items shipped an/or service performed	●
Applicable payment terms	●
Contract line item number	●
Contract line item description	●
Quantity delivered or performed	●
Line item unit of measure	●
Item Price	●
Extended Pricing	●
Discount off list or catalog	●
Taxes	●
FOB - Shipping, Frieght, etc.	●
Total invoice amount due	●

- 20.6. Invoicing will be deemed automatically rejected upon delivery if they;
 - 20.6.1. Are sent to the wrong address,
 - 20.6.2. Do not reference the correct PBPB Contract number, or
 - 20.6.3. Are payable to any Person other than the Contractor.

- 20.7. Invoicing for Task Orders: For task order Services, invoices must include the following information as applicable to the relevant task order being invoiced against;
 - 20.7.1. Substantiation of hours worked using:
 - 20.7.1.1. A detailed daily timesheet,
 - 20.7.1.2. Itemization to the task level, and
 - 20.7.1.3. Breakdown by service area (if the Contract covers more than one area) and Contract Amendment (if any apply),
 - 20.7.2. Authorization and receipts for all allowable reimbursable items being invoices; and
 - 20.7.3. 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.

21. MINIMUM CONTRACTING STANDARDS

21.1. Insurance Requirements

- 21.1.1. 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.
- 21.1.2. 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.
- 21.1.3. 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.

21.2. The Contractor and sub-contractors shall use in the performance of this contract to name the PBPN Tribe as an additional insurer with the following standard types and minimum amounts.

- 21.2.1. Commercial General Liability (CGL): \$1,000,000.00
 - 21.2.1.1. Policy shall include bodily injury, property damage, and broad form contractual liability coverage.
- 21.2.2. Comprehensive Automobile Liability: \$1,000,000.00
 - 21.2.2.1. Bodily injury and Property damage for any owned, hired and/or non-owned automobiles used in the performance of this contract.
- 21.2.3. Worker's Compensation: Statutory limits
- 21.2.4. Employer's Liability:

- 21.2.4.1. 100% of insurable value of the work. Builder’s Risk, Extended coverage for Vandalism, and Malicious Mischief, if required.
- 21.2.4.2. 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.
- 21.2.5. Professional Liability (Error and Omissions Liability)
 - 21.2.5.1. Each Claim \$2,000,000
 - 21.2.5.2. Annual Aggregate \$2,000,000
- 21.2.6. 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.
- 21.2.7. The policy shall cover professional misconduct or negligent acts for those positions defined in the Scope of Work of this Contract.
- 21.2.8. 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.
- 21.2.9. 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.
- 21.2.10. Insurance provided by the Contractor shall not limit the Contractor’s liability assumed under the indemnification provisions of this Contract.

21.3. Indemnification Clause

- 21.3.1. To the fullest extent permitted by law, Contractor shall defend, indemnify and hold harmless the PBPB 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.
- 21.3.2. 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.
- 21.3.3. It is the specific intention of the parties that the indemnitee shall, in all instances, expect for Claims arising solely from the negligent or willful acts or omissions of the indemnitee, be indemnified by Contractor from and against all claims.
- 21.3.4. It is agreed that Contractor will be responsible for primary loss investigation, defense, and judgment costs where this indemnification is applicable.
- 21.3.5. In consideration of the award of this contract, the Contractor agrees to waive all rights of

subrogation against the PBPB, its Tribal Council, agents and employees for losses arising from the work performed by the Contractor for the PBPB.

21.4. 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.

21.5. Tribal Business Licensing (Applicable)

Contractors conducting business on 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.

21.6. Governing Law and Jurisdiction:

Unless otherwise approved by the PBPB Tribe 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.

21.7. 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).

21.8. 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.

21.9. 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;

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

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

22. PROTEST

A protest shall comply with and be resolved according the PBPB Tribal Procurement Policies. Protests shall be in writing and be filed with both the Procurement Office and with the PBPB Tribe General Manager. A

protest of the Solicitation shall be received by the Procurement Office before the Offer due date. A protest of the proposed award or of an award shall be filed within ten (10) days after the Procurement office makes the procurement file available for public inspection. A protest shall include:

- 22.1. The name, address, email address and telephone number of the interested party;
- 22.2. The signature of the interested party or its representative,
- 22.3. Identification of the purchasing agency and the Solicitation or Contract number,
- 22.4. A detailed statement of the legal and factual grounds of the protest including copies of relevant documents; and
- 22.5. The form of relief requested.

ATTACHMENT "A"

Scope of work

The PBPN Procurement Department is requesting RFQ/P proposals from qualified professional firms who can provide rental car and charter vehicle service the purposes of PBPN employees attending conferences, off-site meetings, business visits and other travel that requires the use of a vehicle or charter transportation supported under this Contract. The qualified firm must demonstrate knowledge, experience, organization and financial ability to undertake the task of providing essential vehicle and charter services in a timely manner and that serves the best interest of the Tribe.

Throughout the FY of 2017-2018 the PBPN utilized various vehicle rental services for staff members who travel domestically and internationally conducting the Nation's business with an approximate incurred amount of \$10,000 per year. The average trips were summarized at 3-7 business days per traveler. On an as needed basis, the Contractor will provide;

- 1.1. A viable, courteous and flexible car rental service for the PBPN employee(s),
- 1.2. Provide a safe and corporate level transportation services of one or more rental cars appropriate for the needs of PBPN traveler(s),
- 1.3. Provide at no additional cost, pick-up services for the traveler(s),
- 1.4. Provide corporate rates for PBPN on attachment "C".
- 1.5. The PBPN is interested in pursuing a rental car partnership with extensive experience and one who is not affiliated with a third-party administrative agency or provider network.
- 1.6. The selected company will be expected to manage the lines of communication with the Travel Representative for the Nation and provide quarterly reviews and attend meetings in Mayetta, Kansas when requested.
- 1.7. A detailed cost estimate must be prepared on the attached budget sheet.

ATTACHMENT "B"

Budget Sheet

BUDGET TEMPLATE					
COMPANY NAME			COMPANY ADDRESS		PURCHASE ORDER #
PBPN DEPARTMENT LEAD	CONTRACTOR PHONE NUMBER		CONTRACTOR EMAIL ADDRESS		DATE SUBMITTED
ITEM	PRODUCT ID	DESCRIPTION	QUANTITY	PRICE PER UNIT	TOTAL PRICE
					\$
					\$
					\$
					\$
					\$
					\$
					\$
					\$
					\$
					\$
					\$
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					\$
					\$
					\$
				SUBTOTAL	\$
<i>enter total amount of any discounts applied</i>				DISCOUNTS	\$
<i>enter current tax rate</i>				SALES TAX RATE	0.00%
				TAX TOTAL	\$
				TOTAL	\$

PLEASE USE ATTACHMENT "C" INCLUSIVE FOR THE BUDGET AND GUARANTEED PRICING.

ATTACHMENT "C"
REFERENCES

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

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

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

Contract Title _____

Contract Term / Dates of Work _____ through _____

Geographic Area Served: _____

Company: _____















Contact Name and Title: _____

Address: _____ City/State/Zip: _____

Telephone: _____

Description of Services Performed:

ATTACHMENT "D"
PRICING FOR GUARANTEED RATES

CARS			RATES		
Category	Pictures	Make and Models	DAILY	WEEKLY	MONTHLY
Economy and/or Subcompact		Chevy Aveo or similar			
Compact		Nissan Versa, Toyota Yaris or similar			
Intermediate		Pontiac G5, Nissan Sentra, Toyota Corolla or similar			
Standard		Chevy Malibu, Ford Fusion or similar			
Full Size		Chevy Impala, Nissan Altima, Dodge Charger or similar			
Premium		Nissan Maxima, Toyota Avalon or similar			
Luxury		Cadillas DTS, Lincoln Towncar or similar			
MiniVan		Chrysler Town and Country Dodge Grand Caravan or similar			
Standard Sport Utility (medium)		Chevy Trailblazer, Jeep Grnad, Cherokee or similar			
Sport Utility (Lg)		GMC Yukon, Chevy Tahoe, Ford Expedition, or similar			
Pick Up (Lg)		Chevy Silverado, Ford 150 or similar			
Cargo Van		GM Express, Ford Econoline or similar			
Hybrid		Toyota Pirus, Toyota Camry			
15 Passenger Van		Chevrolet Express, Ford Econoline or similar			