

**Lac du Flambeau Band  
of  
Lake Superior Chippewa Indians**

**AGING & LTC PROGRAM**



**REQUEST FOR PROPOSALS**

**for**

**Supply and Delivery of Minivan**

**RFP NO. 21-AGING-002**

## 1. PURPOSE

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The Lac du Flambeau Band of Lake Superior Chippewa Indians, a federally recognized Indian Tribe organized under a constitution and bylaws pursuant to the Indian Reorganization Act, 48 Stat. 984, 25 U.S.C. § 476 (hereinafter "Tribe"), is soliciting bid proposals from qualified vendors for provision and delivery of a minivan for official use by the Tribe's Aging and Long Term Support Program. The vehicle must meet the minimum specifications set forth in Section 4 of this Request for Proposals (hereinafter "RFP").

## 2. RFP ADMINISTRATIVE PROCEDURES

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- 2.1 RFP CONTACT/CONTRACT ADMINISTRATOR.** The individual named below is the Tribal Contract Administrator who will be responsible for administration of the Purchase Contract entered into by and between the successful bidder (Vendor) and the Tribe. The Tribal Contract Administrator shall be the sole point of contact regarding this RFP from the date of issuance until selection of the successful bidder. To ensure clear and accurate communication and avoidance of the appearance of impropriety, from the date of issuance of this RFP until announcement of the successful bidder, vendors may contact only the RFP Contact. The RFP Contact/Contract Administrator will respond only to questions submitted in writing to the RFP Contact/Contract Administrator in accordance with this RFP. In the event that a vendor or someone acting on the vendor's behalf attempts to discuss this RFP verbally or in writing with any employee of the Tribe other than the RFP Contact/Contract Administrator designated below, the vendor may be disqualified as a prospective bidder.

Tribal RFP Contact/Contract Administrator:	SHARON THOMPSON Aging & LTC Program Director Aging & Long Term Care Department P.O. Box 67 Lac du Flambeau, WI 54538 Email: sthompson@ldftribe.com
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- 2.2 RFP TIMETABLE.** The dates set forth are subject to change, in the sole discretion of the Tribe:

EVENT	DATE
RFP Issued	On or before December 30, 2021
Proposals/Bids Due	1:00 P.M. Local Time, January 14, 2022
Notice of Award Issued	TBA
Delivery of Vehicle	Not later than February 28, 2022

### 2.3 DUTY TO EXAMINE AND INQUIRIES REGARDING RFP.

**2.3.1** It is the responsibility of each bidder to examine the entire RFP, including all addenda, seek clarification in writing (inquiries), and examine its proposal for accuracy before submitting the proposal. Lack of care in preparing a proposal shall not be grounds for modifying or withdrawing the proposal after the proposal due date and time, nor shall it give rise to any contract claim.

**2.3.2** All inquiries concerning this RFP, including any questions related to the terms and conditions of this RFP, shall be made in writing and submitted to the RFP Contact at the physical address or email address noted above. Verbal inquiries will not be accepted.

- 2.4 CONTENT OF RFP AND SUPERSEDING EFFECT.** This RFP is designed to provide prospective bidders with information necessary for the preparation of competitive proposals. Each bidder is responsible for determining all factors necessary for the submission of a comprehensive and compliant proposal. Proposals

submitted in response to this RFP should be based solely on the material contained in the RFP, including any and all addenda. This RFP supersedes all previous RFPs and all proposals, oral and written, and all negotiations, conversations, communications and discussions heretofore had between the parties, related to the subject matter of this RFP.

- 2.5 AMENDMENT OF RFP.** The Tribe reserves the right to amend this RFP at any time. In the event it becomes necessary to amend, add to, or delete any part of the RFP, an amendment will be provided to all known vendors/prospective bidders who received the original RFP and posted on the Tribe's website. All submitted proposals/bids must include acknowledgment of all addenda.
- 2.6 SUBMISSION OF PROPOSAL.** ***Every proposal submitted must include an original and three (3) copies.*** Proposals must be submitted to the Lac du Flambeau Tribal Secretary, to-wit: **Jamie Allen, Tribal Secretary, William Wildcat, Sr. Community Building, 418 Little Pines Road, P.O. Box 67, Lac du Flambeau, Wisconsin.** **The Tribal Secretary must receive proposals no later than 1:00 P.M. (local time), Friday, January 14, 2022.** ***Any proposal received after this deadline will not be accepted.*** Proposals may be submitted by mail or hand-delivered in an envelope. The envelope must be SEALED and include the following notation on the bottom left hand corner: "RFP FOR MINIVAN." Please also include company/individual name on the outside of the envelope. Bidders mailing proposals must allow ample mail delivery time to ensure timely receipt of their proposal. It is the bidder's responsibility to ensure that the proposal is received prior to the deadline. Postmarking by the due date will not substitute for actual receipt of the proposal by the Tribe. ***Proposals sent via email or fax will NOT be accepted.***
- 2.7 OPENING OF PROPOSALS.** The proposals will be opened during a CLOSED BID OPENING on Friday, January 14, 2022, at 2:00 o'clock P.M. (local time), or as soon thereafter as practicable.
- 2.8 REJECTION OF PROPOSALS.** Notwithstanding any other provision of this RFP, at any time prior to execution of a written Purchase Contract, the Tribe reserves the right to reject any or all proposals, in whole or in part, to advertise for new proposals, to abandon the need for such services, and to cancel this RFP if it is in the best interest of the Tribe.
- 2.9 COSTS OF PREPARING PROPOSALS.** The costs of preparing the proposal are the sole responsibility of the vendor. The Tribe is not responsible for any costs incurred by vendor which are related to the preparation or delivery of the proposal or any other activities carried out by the vendor related to this RFP.
- 2.10 PROPOSALS PROPERTY OF THE TRIBE.** All proposals become the property of the Tribe and shall not be returned to the bidder submitting a proposal. The bidder agrees that the Tribe may copy the proposal for purposes of facilitating the evaluation of the proposal or for any other reason.
- 2.11 VALIDITY OF PROPOSALS.** All proposals shall be valid for a period of ninety (90) business days following the date on which proposals are due, except that the proposal of the successful bidder shall remain valid until expiration or termination of any contract based upon the successful bidder's proposal, between the Tribe and the successful bidder.
- 2.12 BIDDER'S REPRESENTATIONS.**
- 2.12.1** By submitting a bid, bidder certifies that bidder is authorized to conduct business in the State of Wisconsin.
- 2.12.2** By submitting this bid, bidder certifies that bidder is experienced and qualified to perform the services required by this RFP and is properly staffed, organized and financed to perform such services, and to commence such services immediately.
- 2.12.3** By submitting a bid, bidder certifies that bidder's bid and proposal were made and submitted without collusion or fraud and that bidder has not offered or received any kickbacks or inducements from any other bidder, supplier, manufacturer or subcontractor in connection with its bid, and that bidder has not conferred on any Tribal employee having official responsibility for this procurement transaction any payment, loan, subscription, advance, deposit of money, services or

anything of more than nominal value, present or promised, unless consideration of substantially equal or greater value was exchanged.

**2.13 NATIVE AMERICAN PREFERENCE REQUIREMENTS.** The work to be performed under this proposal is subject to the Tribe's General Procurement and Property Management Policies and Procedures, and Section 7(b) of the Indian Self-Determination and Education Assistance Act (25U.S.C. 450e (b)). Section 7(b) of the Indian Self-Determination and Education Assistance Act requires that to the greatest extent feasible: (1) preference and opportunities for training and employment shall be given to Native Americans, and (2) preference in the award of contracts and subcontracts shall be given to Native American organizations or Native American-owned economic enterprises as defined in Section 3 of the Indian Financing Act of 1974 (25 U.S.C. 1452). If claiming Native American Preference in contracting under this proposal, please indicate whether or not the firm can provide documentation that will qualify the firm as an "Economic Enterprise," (Native American ownership constituting not less than 51 percent of the enterprise), or a "Tribal Organization," (the recognized governing body of any Native American Tribe). If submitter is an enrolled member of a federally recognized Indian Tribe, please provide confirming documentation, such as a photocopy of submitter's Tribal ID card.

**2.14 PROPOSAL EVALUATION AND SOURCES OF INFORMATION.**

**2.14.1** Proposals that are timely submitted and comply with the mandatory requirements of this RFP (the Tribe reserves the right to waive any informalities and/or irregularities, in the Tribe's sole discretion) will be evaluated by the RFP committee with respect to the evaluation criteria listed below. The evaluation factors are listed below, not necessarily in order of importance:

1. Capacity/Experience/Reputation of vendor.
2. Price of all goods to be furnished in relation to this RFP.
3. Compliance with Vehicle Specifications.
4. Native American Preference.
5. Conformance to Terms and Conditions.
6. Delivery schedule of goods to be supplied.
7. Warranty of goods to be supplied.

**2.14.2** The Tribe reserves the right to request additional information from any bidder prior to final selection and award of a bid, and the bidder shall furnish to the Tribe all such information and data as may be requested. The Tribe also reserves the right to obtain, from any and all sources, information concerning a bidder or a bidder's products, services or personnel, to make such reasonable investigations as the Tribe deems proper and necessary to determine the ability of a bidder to perform the services contemplated by this RFP, and the right to consider information from other sources such as the bidder's performance of other contracts. The Tribe may use any of this information to evaluate a bidder's proposal.

**2.15 AWARD AND NOTIFICATION.**

**2.15.1** Any bid award/purchase contract resulting from this RFP will not necessarily be awarded to the vendor with the lowest price/bid. The Tribe will award the contract to the responsible vendor submitting the bid/proposal that the Tribe deems most advantageous to the Tribe.

**2.15.2** Notice of award to successful bidder will be sent via email or U.S. mail. Notice may also be provided via telephone. All bidders that submitted a proposal will be notified in writing of the Tribe's decision to not select.

**2.15.3** The Tribe reserves the right to either award a purchase contract without further negotiations with the successful bidder or to negotiate contract terms with the selected bidder if in the best interest of the Tribe. The successful bidder may be required to attend a post-award meeting with representatives of the Tribe's Aging & Long Term Care Program to discuss the terms and conditions of the purchase contract and delivery of the vehicle. Negotiation and execution of contract with the successful bidder shall be completed not more than ten (10) days from date of award notification.

### 3. CONTENT AND FORMAT OF PROPOSAL

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- 3.1 PURPOSE.** These instructions prescribe the required format and content of the proposal and are designed to elicit information necessary to selection of the most qualified bidder, and to facilitate the submission of a proposal that is easy to understand and evaluate.
- 3.2 FORMAT.** Proposals shall be prepared on 8.5" x 11" paper, single sided.
- 3.3 CONTENT.** Each proposal shall respond completely to the following questions and requests for information:
- 3.3.1** Please provide a description of the bidder's organization including size, goods and services provided and length of time in operation. Refer specifically to bidder's branch location or affiliate. Please provide full name, address, telephone number(s), fax number, and email address of bidder and bidder's primary contact, and verify that bidder is authorized to conduct business in the State of Wisconsin.
- 3.3.2** Please provide the name and qualifications of the person(s) who will be responsible for general administrative oversight and direct supervision if bidder is awarded a purchase contract, as well as the person who will be responsible for working with the Tribe's Contract Administrator to address and resolve contract and performance issues.
- 3.3.3** Please list three (3) entities, either commercial or governmental, to which bidder has provided vehicles and/or mechanical services within the past 3 years. Include the name, address and telephone number of the point of contact, and a description of the goods and/or services provided. The Tribe reserves the right to conduct reference checks.
- 3.3.4** Please identify and describe, in detail, any and all warranties associated with the vehicle bidder proposes to supply to the Tribe.
- 3.3.5** Please describe in detail bidder's ability to provide maintenance and repair services with respect to the vehicle bidder proposes to supply to the Tribe.
- 3.3.6** Please provide copies of all literature, brochures, and specification information pertaining to the vehicle proposed by bidder.
- 3.3.7** The submission of additional pertinent information beyond the requirements of this RFP is acceptable.
- 3.4 BID.** The bid/proposal includes all labor, materials, equipment, costs, overhead, profit, services, and incidentals necessary for the successful supply and delivery of the vehicle described in Section 4, below. Bid shall reflect any and all applicable discounts relative to the Tribe's Fleet #818062, as requested in Section 4.7, below. The Tribe is exempt from Sales Tax.
- 3.5 DISPUTES.** In case of any doubt or differences of opinions as to the contents of this RFP, or interpretation of any provision of this RFP, the decision of the Tribe shall be final and binding upon all parties.

### 4. SPECIFICATIONS (EQUIPMENT AND SERVICES)

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- 4.1** The Tribe is requesting proposals for the supply and delivery of a new minivan meeting the minimum specifications detailed below.
- 4.2** If bidder's proposal does not match the minimum specifications in any respect, please include a list of differences in your proposal/bid.
- 4.3** Any ADDITIONAL options must be listed in your proposal/bid with any additional associated costs.

#### **4.4 POWERTRAIN SPECIFICATIONS.**

- 4.4.1** V6, V8 or 2.5-Liter Engine (Gasoline)
- 4.4.2** Automatic Transmission
- 4.4.3** Front Wheel Drive

#### **4.5 GENERAL SPECIFICATIONS.**

- 4.5.1** 4 Entrance/Exit Doors and Rear Door.
- 4.5.2** Power Steering and Tilt Steering Wheel
- 4.5.3** Air Bags
- 4.5.4** Cruise Control
- 4.5.5** Electric Locks
- 4.5.6** Anti-Lock Brakes
- 4.5.7** Air Conditioning
- 4.5.8** Heated Front Seats
- 4.5.9** Manufacturer's Standard Production Seats in Neutral Color
- 4.5.10** Manufacturer's Standard AM/FM Radio
- 4.4.11** Two (2) Keys/Fobs
- 4.5.12** Power Windows
- 4.5.13** All-Weather Floor Mats
- 4.5.14** Standard-Size All-Weather Tires
- 4.5.15** Spare Tire - Full Size
- 4.5.16** Color - NO NEON COLOR

**4.6 WARRANTY.** Extended Warranty - 5 Years, 100,000 miles.

**4.7 FEDERAL FLEET DISCOUNT.** Please identify any and all discounts to which the Tribe is entitled, based upon its Federal Fleet No. 818062.

**4.8 DELIVERY.** Vendor shall timely deliver the vehicle to 418 Little Pines Road, Lac du Flambeau, Wisconsin.

#### **5. PURCHASE ORDER TERMS AND CONDITIONS**

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**5.1 INSPECTION.** The Tribe has the right of inspection and approval. Inspection shall not constitute final acceptance and the successful bidder/supplier will remain bound by any warranties set out in the specification requirements.

**5.2 RIGHT TO CANCEL.** The Tribe reserves the right to cancel the Purchase Order if specified delivery terms are not met or if goods or services fail to meet specification requirements.

**5.3 SUBSTITUTIONS.** No substitutions are permitted unless previously agreed to by the Tribe and confirmed in writing.

**5.4 SUPPLIER PRICING.** The successful bidder/supplier shall not change prices, terms or conditions without the prior written permission of the Tribe.

#### **6. REQUIREMENTS**

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**6.1 INSURANCE.** By signing and submitting a bid/proposal under this RFP, the bidder certifies that if awarded a bid, it will have insurance coverage as specified below at the time the purchase contract is awarded and will maintain such coverage through delivery of the subject vehicle:

**6.1.1** General Liability Coverage: Minimum of \$500,000 per person per occurrence; \$500,000 property damage; \$5,000 medical expense; \$2,000,000 aggregate.

**6.1.2** Umbrella Liability Coverage: \$1,000,000.

**6.2 COMPLIANCE WITH LAWS.** The successful bidder will agree to abide by and comply with all applicable laws, rules, ordinances, regulations and administrative rulings of the Lac du Flambeau Band of Lake Superior Chippewa Indians, the United States, and the State of Wisconsin.

**6.3 MARKETING PROHIBITION.** The successful bidder shall not use the name of, or refer to, the Lac du Flambeau Band of Lake Superior Chippewa Indians or the Aging & Long Term Care Program of the Lac du Flambeau Band of Lake Superior Chippewa Indians or any other department or program of the Tribe in any marketing activity, nor will the successful bidder use said names or references thereto in any endorsement of its company, products, or services, without the written consent of the Lac du Flambeau Band of Lake Superior Chippewa Indians.

**6.4 NO ASSIGNMENT.** No bidder may assign its bid/proposal or any rights or obligations with respect thereto to any other party. No purchase contract between a successful bidder and the Tribe may be assigned by either party without the prior written consent of the other party, which consent may be given, withheld, or conditioned in the sole and absolute discretion of the party whose consent is sought. Any assignment, subcontract or delegation in derogation of this provision shall be deemed void

**6.5 DEBARMENT AND SUSPENSION.** No contract shall be made to parties listed on the General Services List of Parties Excluded from Federal Procurement or Non-procurement Programs in accordance with E.O.'s 12549 and 12689, "Debarment and Suspension." A list of excluded parties can be found at [www.sam.gov](http://www.sam.gov). 2 CFR 180, OMB Guidelines to Agencies on Government-wide Debarment and Suspension (Non-procurement), governs debarment and suspension of federal grantees and sub-grantees from receiving federal grant awards. Debarment and suspension can occur if federal grantees use federal funds wastefully or fraudulently. In order to ensure federal funds do not flow to excluded parties, federal agencies and grantees are required to check for excluded parties prior to opening bids or awarding.

**6.6 GOVERNING LAW AND VENUE.** The successful bidder/vendor shall consent and agree that any and all questions arising in connection with this RFP and/or any purchase contract arising therefrom shall be governed first by the laws and ordinances of the Lac du Flambeau Band of Lake Superior Chippewa Indians and second by federal and Wisconsin laws, if applicable. The successful bidder shall further consent and agree to the jurisdiction of the Lac du Flambeau Band of Lake Superior Chippewa Tribal Court and that the venue for any legal proceeding relating to this RFP and/or any contract by and between the successful bidder and the Tribe shall be the Lac du Flambeau Band of Lake Superior Chippewa Tribal Court.

**6.7 SOVEREIGN IMMUNITY.** The Lac du Flambeau Band of Lake Superior Chippewa Indians does not waive its Sovereign Immunity.