

**Lac du Flambeau Band
of
Lake Superior Chippewa Indians
and
PETER CHRISTENSEN DENTAL CLINIC**



REQUEST FOR PROPOSALS

for

Pre-Purchased Propane

RFP NO. 19-PCDC-015

1. PURPOSE

The purpose of this Request for Proposals (RFP) is to solicit bid proposals from qualified vendors for the provision of 18,000 gallons of propane, including delivery, on a pre-buy purchase basis, to the Peter Christensen Dental Clinic (hereinafter PCDC). PCDC is a Native American-operated dental clinic facility of the Lac du Flambeau Band of Lake Superior Chippewa Tribe. The facility is located at 128 Old Abe Road in Lac du Flambeau, Wisconsin

Presently, PCDC leases two 1,000 gallon propane tanks, but plans to purchase two 1,000 tanks in the near future, pursuant to installation of a new LP fuel system. The successful bidder (Contractor) will agree to keep both tanks filled above 50% at all times, and to maintain the tanks for no additional charge or service fees. The Contractor will enter into a 2019-2020 Propane Pre-Buy Purchase Contract with PCDC. The Contractor will be expected and required to adhere to every term of this RFP and the Propane Pre-Buy Purchase Contract and perform the required functions with expertise, knowledge and capability with minimal monitoring by PCDC.

This RFP does not commit PCDC to accept any proposal submitted. PCDC reserves the right to accept or reject any and all proposals, and to accept or reject any or all items in any proposal. The lowest bidder may not be the successful bidder. PCDC reserves the right to select the bidder whose proposal and qualifications are most advantageous to PCDC. PCDC reserves the right to negotiate with any and all bidders any and all parts of the proposals received, including, but not limited to, cost, scope of work, and other relevant details and to accept the proposal most advantageous to, and in the best interest of, PCDC. PCDC is not responsible for any costs incurred by the respondents in the preparation of responses to this RFP.

2. RFP ADMINISTRATIVE PROCEDURES

2.1 RFP CONTACT/CONTRACT ADMINISTRATOR. The individual named below is the PCDC Contract Administrator who will be responsible for administration of the 2019-2020 Propane Pre-Buy Purchase Contract entered into by and between the successful bidder (Contractor) and PCDC. The PCDC Contract Administrator shall be the sole point of contact regarding this RFP from the date of issuance until selection of the successful bidder (Contractor). 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 (Contractor), 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 PCDC other than the RFP Contact/Contract Administrator designated below, the vendor may be disqualified as a prospective bidder.

PCDC RFP Contact/Contract Administrator:

DR. TOM WHEELER, DIRECTOR
Peter Christensen Dental Clinic
P.O. Box 128
128 Old Abe Road
Lac du Flambeau, WI 54538
Email: twheeler@pcdcampus.com

2.2 RFP TIMETABLE. The dates set forth are subject to change, in the sole discretion of PCDC:

EVENT	DATE
RFP Issued	On or before August 13, 2019
Proposals/Bids Due	4:00 P.M. Local Time , September 17, 2019
Notice of Award Issued	TBA
Begin Contract Performance	October 1, 2019

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 and between the parties, related to the subject matter of this RFP.

2.5 AMENDMENT OF RFP. PCDC 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 the Tribal Council. All submitted proposals/bids must include acknowledgment of the addenda.

2.6 SUBMISSION OF PROPOSAL. Proposals must be submitted to the Lac du Flambeau Tribal Secretary, to-wit: **Beverly LaBarge, 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 4:00 P.M. (local time), Tuesday, September 17, 2019. 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 PCDC PROPANE." 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 PCDC. **Proposals sent via email or fax will NOT be accepted.**

2.7 REJECTION OF PROPOSALS. Notwithstanding any other provision of this RFP, at any time prior to execution of the written Contract, PCdC 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 PCDC, in PCDC's sole discretion.

2.8 COSTS OF PREPARING PROPOSALS. The costs of preparing the proposal are the sole responsibility of the vendor. PCDC 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.

2.9 OPENING OF PROPOSALS. The proposals will be opened during a CLOSED BID OPENING on September 18, 2019 at 9:00 A.M. (local time) or as soon thereafter as practicable.

2.10 PROPOSALS PROPERTY OF PCDC. All proposals become the property of PCDC and shall not be returned to the bidder submitting a proposal. The bidder agrees that PCDC 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 sixty (60) 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 PCDC 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 a 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).

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 (PCDC reserves the right to waive any minor informalities or irregularities, in its sole discretion) will be evaluated by the RFP committee. Evaluation factors are listed below, not necessarily in order of importance:

1. Qualifications/Experience/Reputation of Vendor.
2. Bid Price.
3. Demonstrated Understanding of and Ability to Address PCdC’s Needs.
4. Conformance to Terms and Conditions.
5. Native American Preference.
6. Method of Approach.
7. Such other criteria as may be deemed appropriate in evaluating proposals, even if such criteria are not specifically addressed in this RFP.

2.14.2 PCDC reserves the right to request an oral interview with, and additional information from, any bidder prior to final selection and award of a contract, and the bidder shall furnish to PCDC all such information and data as may be requested. PCDC also reserves the right to obtain, from any and all sources, information concerning a bidder or a bidder’s services or personnel, to make such reasonable investigations as PCDC 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. PCDC may use any of this information to evaluate a bidder’s proposal.

2.15 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 PCDC shall be final and binding upon all parties.

2.16 AWARD AND NOTIFICATION.

- 2.16.1** If PCDC selects, it shall select the most responsive, responsible and qualified vendor based on evaluation of vendor responses to this solicitation as deemed relevant to PCDC. Any contract resulting from this RFP will not necessarily be awarded to the vendor with the lowest price/bid. PCDC will award the contract to the responsible vendor submitting the bid/proposal that PCDC deems most advantageous to PCDC. PCDC reserves the right to either award a contract without further negotiations with the successful bidder/Contractor or to negotiate contract terms with the selected bidder if in the best interest of PCDC. PCDC may select a vendor on the basis of proposals, including qualifications, with or without further discussions, interviews or visits. Therefore, proposals should contain the respondent's best terms from a technical, operations and monetary standpoint.
- 2.16.2** This solicitation and selection process shall in no way be deemed to create a binding contract, agreement or offer of any kind between PCDC and any person or entity. If PCDC selects a vendor to provide the services described in this solicitation, any legal rights and obligations between the successful vendor, if any, and PCDC will come into existence only when an agreement is fully executed by the parties, and the legal rights and obligations of each party shall at that time be only those rights and obligations which are set forth in the agreement and any other documents specifically referred to in that agreement and executed by the parties. **NOTE: Any contract resulting from this RFP will not be in force and affect for any purpose unless and until it is approved by the Lac du Flambeau Tribal Administrator and the PCDC Dental Director.**
- 2.16.3** Notice of award to successful bidder will be sent via U.S. mail or email. Notice may also be provided via telephone. All bidders that submitted a proposal will be notified in writing of PCDC's decision to not select.
- 2.16.4** The successful bidder/Consultant may be required to attend a post-award meeting with PCDC to discuss the terms and conditions of the contract by and between the parties. Negotiation and execution of contract with the successful bidder/Consultant shall be completed not more than fifteen (15) days from date of award notification.

3. CONTENT AND FORMAT OF PROPOSAL

- 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 full name, address, telephone number(s), fax number, and email address of bidder and bidder's primary contact, and, if bidder is a business organization, identify what type of business organization 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 contract, as well as the person who will be responsible for working with the PCDC Contract Administrator to address and resolve contract and performance issues.
- 3.3.3** List two (2) entities, either commercial or governmental, to which bidder has provided propane on a pre-purchase basis within the past 24 months. Include the name, address and telephone number of the point of contact, the length of service, a description of the services provided, and, if services are no longer being provided, an explanation for termination of services.

3.3.4 State whether, during the preceding three-year period, bidder has terminated a propane contract prior to the expiration of the stated contract term or has had a propane contract terminated by the other party prior to its stated term; provide all such contracts; provide a description of the facts and circumstances of each termination; provide the name, address, and telephone number(s) of a contact person for the entity with whom bidder had the propane contract.

3.3.5 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 performance of the services described in the Scope of Work.

4. SCOPE OF WORK (EQUIPMENT AND SERVICES)

4.1 Contractor will provide 18,000 gallons of propane to PCDC during the term of the Contract and will keep both of PCDC's 1,000 gallon propane tanks filled above 50% at all times.

4.2 Contractor will maintain both of PCDC's 1,000 gallon propane tanks for no additional charge or service fees.

4.3 Contractor will provide regulators, etc. needed to provide propane services to PCDC.

4.4 Contractor will provide all necessary lines to supply the regulators, etc. for propane services.

5. REQUIREMENTS

5.1 INSURANCE.

5.1.1 By signing and submitting a bid/proposal under this RFP, the bidder certifies that if awarded a contract, it will have insurance coverage as specified below at the time the contract is awarded:

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

5.1.1.2 Business Automobile Liability: Business Automobile Liability covering all owned, hired and non-owned vehicles; \$1,000,000 per occurrence for bodily injury and property damage.

5.1.1.3 Umbrella Liability Coverage: \$1,000,000.

5.1.1.4 Worker's Compensation: Statutory limits and benefits. If any owner, partner, executive, officer, member or employee is excluded from Worker's Compensation coverage or if the Worker's Compensation policy is for certificate purposes only, it must be stated on the certificate.

5.1.2 The bidder further certifies that it and any subcontractors will maintain this insurance coverage during the entire term of the contract and that all insurance coverage will be provided by reputable insurance companies authorized to sell insurance in Wisconsin by the Wisconsin Office of the Commissioner of Insurance.

5.1.3 The Contractor will furnish to the PCDC Contract Administrator certificates of insurance prior to commencement of the Contract term and, upon request, at any time during contract performance.

5.1.4 The Contractor will give PCDC 10-days written notice prior to modifying any insurance obtained and/or maintained as required by the contract and this provision. PCDC may object to the modification within 10 days of receiving the notice.

- 5.2 COMPLIANCE WITH LAWS.** The successful bidder/Contractor 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.
- 5.3 MARKETING PROHIBITION.** The successful bidder/Contractor shall not use the name of, or refer to, the Lac du Flambeau Band of Lake Superior Chippewa Indians or PCDC in any marketing activity, nor will the successful bidder/Contractor use said names or references thereto in any endorsement of its company, product, or service, without the written consent of PCDC and the Lac du Flambeau Band of Lake Superior Chippewa Indians.
- 5.4 ASSIGNMENT OF CONTRACT AND SUBCONTRACTING.** No contract between a successful bidder (Contractor) and PCDC 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. Further, the successful bidder (Contractor) shall not subcontract any of the work, duties or obligations under the Propane Pre-Buy Purchase Contract between the Contractor and PCDC, without the written consent of PCDC, which consent may be given, withheld, or conditioned in the sole and absolute discretion of PCDC. Any assignment, subcontract or delegation in derogation of this provision shall be deemed void. In the event that the Contractor desires to subcontract some part of the work specified herein, the Contractor shall furnish to PCDC the names, qualifications and experience of its proposed subcontractor(s). The Contractor shall, however, remain fully liable and responsible for the work to be done by its subcontractor(s) and shall assure compliance with all requirements of the contract.
- 5.5 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. 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.
- 5.6 INDEMNIFICATION.** The successful bidder/Contractor shall indemnify, defend, and hold harmless the Tribe and PCDC and their respective officers, officials, employees, agents and volunteers, from and against any and all claims, demands, expenses, losses, liabilities, causes of action, and the like, which are or may be asserted in any action by anyone, based upon any alleged personal injury, death or property damage that may occur, or may be alleged to have occurred, as a result of, relating to, arising out of, or in any way associated with, any act or omission of the Contractor, or any failure of the same to comply with any obligations set forth in this RFP and/or a Propane Pre-Buy Purchase Contract. The Contractor shall, at its own cost and expense, pay all costs incurred by PCDC and/or the Tribe in connection therewith. If any judgment shall be rendered against the Tribe and/or PCDC in any such action, the Contractor shall satisfy and discharge the same without cost or expense to the Tribe or PCDC. However, this indemnity shall not apply to loss or damage which was caused by the sole negligence or willful misconduct of PCDC.
- 5.7 GOVERNING LAW AND VENUE.** The successful bidder/Contractor shall consent and agree that any and all questions arising in connection with this RFP and/or any 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/Contractor 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/Contractor and PCDC shall be the Lac du Flambeau Band of Lake Superior Chippewa Tribal Court.
- 5.8 SOVEREIGN IMMUNITY.** The Lac du Flambeau Band of Lake Superior Chippewa Indians does not waive its Sovereign Immunity.