



**Request for
Proposal (RFP) for
Chippewa Cree Tribal Court
Architectural/Engineering Design Proposal
#4.18.2023**

Issued by:

Chippewa Cree Tribal Court

**Proposals must be submitted
No later than June 30, 2023 @ 4 pm**

**Chippewa Cree Tribal Court
96 Clinic Road N.
Box Elder, Mt 59521**

LATE PROPOSALS WILL BE REJECTED
There will not be a public opening for this Proposal

For further information regarding this
RFP contact Elinor Nault at (406) 395-4735
Email: enault@cctcourt.org

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Attachment A - Signature and Authority Affidavit Form

Attachment B - References

Attachment C - Designation of Confidential & Proprietary Information Form

Attachment D - Standard Terms and Conditions

Attachment E - Cost Proposal

1. General Information

1.1. Introduction

The purpose of this document is to provide interested parties with information to enable them to prepare and submit a proposal for architectural/engineering design services for Chippewa Cree Tribal Court building. The Tribal Court project consists of the construction of a new Facility building and all related site work. Services include architectural/engineering design, consulting promotion services and to represent the Chippewa Cree Tribal Court interests during the concept validation, schematic design, design development, construction documents, bidding, and close out phases. The new Facility building is to include court rooms, office space, and a secure port for judges' entrance and exit.

The Tribal Court intends to use the results of this Request for Proposal (RFP) to award a contract for the above listed project. The contract administrator will be determined at the time of the contract award. Retain a copy of these proposal documents for your files. Should you receive an award, these documents become your contract terms and conditions.

Contract Execution: The Chippewa Cree Tribal Court requires the execution of contracts signed off by the Court Administrator, Chippewa Cree Tribe Business Committee Chairman and two (2) Business Committee members. By submitting your proposal, you are agreeing to the use of this process.

1.2. Definitions

The following definitions are used throughout the RFP:

A/E means Architectural / Engineering.

Tribal Court means the Chippewa Cree Tribal Court

Proposer/Vendor/Bidder means a company or individual submitting a proposal in response to this RFP.

RFP means Request for Proposal.

Firm means the company for which the Architectural / Engineer works for.

OR (in all caps) means the Owner's Representative which is Chippewa Cree Tribal Court

Tribe means the Chippewa Cree Tribe.

1.3. Scope

1.3.1. Project Description

Tribal Court is requesting proposals from Architectural / Engineering (A/E) Firms for the Tribe's anticipated building of a new Tribal Court facility building. The goal of the Tribal Court is to receive the highest level of quality that aligns with its needs at the lowest reasonable price from an experienced and qualified firm.

1.3.2. Objective/Needs

The Tribal Court is seeking an A/E Firm to represent the Tribe in all aspects of the design from a qualified professional Architectural/Engineering firm to provide architectural /engineering design services, consulting, promotion services and to represent the Tribe's interests during the concept validation, schematic design, design development, construction documents, bidding, and close out phases. The Tribal Court project consists of designing of a new Government Facility building. The new

Tribal Court Facility building is to include court rooms, office space, a secure port for Judges to enter and exit the building.

1.3.3. Current Operations

The concept development for this project has not been completed. An estimated design includes space needs analysis and preparation of conceptual floor plans and designs. These are only conceptual and the AE for this project will validate this concept prior to preceding to the schematic design phase.

1.3.4. Clarifications and/or Revisions to this RFP

Chippewa Cree Tribe and Tribal Court are the sole points of contact for the project during the selection process. When contacting with questions regarding this process, both the Court Administrator and the Chief of Staff Richard Sangrey must be included on the email. Contact with anyone else involved with this process without the prior authorization may result in the disqualification of your proposal. Proposers are expected to raise any questions, noted errors, discrepancies, ambiguities, exceptions, additions or deficiencies they have concerning this proposal **in writing through email by end of day on 6/30/2023** to: Elinor Nault, Executive Director/Court Administrator, Email: enault@cctcourt.org
Richard Sangrey , Email: richard@chippewa-cree.org

If a proposer discovers any significant ambiguity, error, conflict, discrepancy, omission, or other deficiency in this proposal after the above date, they shall immediately notify the above-named individuals of such error and request modification or clarification of the proposal document before the proposal opening date.

If the proposer fails to notify the Executor Director/Court Administrator prior to the proposal due date of any condition stated above that reasonably should have been known to the proposer, and if a contract is awarded to that proposer, the proposer shall not be entitled to additional compensation or time by reason of the error or its correction.

Revisions to this request for proposal or answers to questions will be made only by an official written addendum issued by bidder. Request for Proposal will be posted on Tribal Court Website and Facebook page. Proposers are responsible for checking these websites for any addenda before submitting a proposal. Failure to acknowledge addenda may disqualify your proposal. <https://cctcourt.org/>

1.4. Calendar of Events

Listed below are specific and estimated dates and times of actions related to this Request for Proposal. The actions with specific dates must be completed as indicated unless otherwise changed by the Tribal Court. In the event that the Executive Director/Court Administrator finds it necessary to change any of the specific dates and times, it will do so by issuing addenda to this RFP. There may or may not be a formal notification issued for changes of the estimated dates and times.

DATE	EVENT
April 18, 2023	RFP Issuance date
June 30, 2023	Last day for submitting written questions
April 18, 2023	Addenda posted to https://cctcourt.org/
June30, 2023	Proposals due at or before 4:00 p.m.

Week of July 3-7, 2023	Interviews/Presentations (estimated date if needed)
July 20, 2023	Notification of intent to award sent to proposers (estimated)
August 3, 2023	Contract award (estimated)
August 7, 2023	Contract start date (estimated)

1.5. Contract and Contract Term

The Agreement between the bidder and Chippewa Cree Tribal Court shall be an Agreement Between Owner and Architect.

The Agreement shall be effective on the date indicated on the Agreement and shall continue until the completion of the building plans, subject to the termination clause in section.

2. Preparing and Submitting a Proposal

2.1. General Instructions

The evaluation and selection of an Architectural / Engineering Design Firm will be based on the information submitted in the proposal plus references or demonstrations. Proposers should respond clearly and completely to all requirements or requests. Failure to respond to each of the requirements or requests in the RFP may be the basis for rejecting a proposal.

Elaborate proposals (e.g., expensive artwork), beyond that sufficient to present a complete and effective proposal, are not necessary or desired. The Tribal Court Administrator encourages all proposers to print their submission double-sided to save paper.

2.2. Incurring Costs

The Tribal Court nor Tribe is not liable for any cost incurred by proposers in replying to this RFP.

2.3. Submitting Proposals

Proposers must submit, in a sealed package, **One Original (identify) PLUS 5 identical copies** of all materials required for acceptance of their proposal on or before 4:00 p.m., June 30, 2023 to:

Chippewa Cree Tribal Court, 96 Clinic Road N, Box Elder, MT 59521

All proposals must be received by the Tribal Court by the stated time. Late proposals will not be accepted. Receipt of the proposal by the U.S. mail system does not constitute receipt of the proposal.

The Tribal Court does not accept facsimile machine or email submitted proposals. All proposals must be packaged, sealed, and show the following information on the outside of the package:

Proposer's Name and Address Request for Proposal Title Request for Proposal Number Proposal Due Date

COST PROPOSAL: **Submit Original plus one (1) identical copy Attachment E.** Seal in an envelope and submit within the proposal package. The outside of the envelope should clearly state "Cost Proposal" and the name of proposer.

2.4. Withdrawal of Proposals

Proposals shall be irrevocable until Agreement award unless the proposal is withdrawn. Proposers may withdraw a proposal, in writing, at any time up to the proposal due date and time or upon expiration of 180 days after the due date and time. The written withdrawal notice must be received by the Tribal Court. The notice must be signed by an authorized representative of the proposer. If a previously submitted proposal is withdrawn before the proposal due date and time, the proposer may submit another proposal at any time up to the proposal due date and time.

3. Proposal Selection and Award Process

3.1. Evaluation Committee

The Chippewa Cree Tribal Business Committee will select the proposal. Proposers may not contact members of the Business Committee.

3.2. Rights to reject proposals

The Chippewa Cree Tribal Business Committee reserves the right to reject any and all proposals in full and/or in part, waive any informalities, issue subsequent RFPs, cancel the entire RFP, remedy technical errors in the RFP process, and seek assistance in the evaluation process.

3.3. Notification of Intent to Award

All proposers who respond to this RFP will be notified in writing of the Chippewa Cree Tribe intent to award the contract(s) as a result of this RFP.

3.4. Negotiate Contract Terms

The Chippewa Cree Tribe reserves the right to negotiate the terms of the Agreement, including the award amount, and/or refinement of the scope or work, with the selected proposer prior to entering into a contract. All negotiation shall be conducted in good faith by both parties.

4. Requirements

4.1. Proposal Requirements

The awarded A/E Firm needs to demonstrate their experience in dealing with moderate and complex governmental projects. The A/E Firm is expected to fulfill the following contract requirements.

4.1.1. Validation of completed Concept Documents:

concept development for this project has been complete. This includes space needs analysis and preparation of conceptual floor plans and designs. These are only conceptual and the A/E for this project will validate this concept with the help of the OR prior to preceding to the schematic design phase. Validation will likely include several meetings with user groups and other committees.

4.1.2. Schematic Design:

- Complete necessary site surveys. CAD files are not available.
- Complete code study.
- Review existing work, reports and studies completed to date.
- Evaluate and locate future possible expansion for a new Court building
- Evaluate primary building materials and develop options to stay within the project budget.
- Prepare a schematic design for the Project.
- Evaluate different building systems relative to long-term operational costs and life cycle costs such as LED lighting, heating and cooling systems, etc.
- Coordinate with the Chippewa Cree Tribe, Court staff and administration.
- Coordinate public input including community need(s)
- Complete Schematic Design Documents for review and approval that meets the intended design, schedule and budget.

4.1.3. Design Development:

- Based on reviewed and approved Schematic Design, prepare detail design documents (drawings and other documents) that include:
 - Plans, sections, elevations, typical construction details
 - Diagrams or layouts of building systems along with efficiency calculations
 - Establishment of the architectural, structural, mechanical and electrical systems
 - Specifications that outline types and quality of materials and systems types
 - Review and confirm that the current ADA rules and code requirements are incorporated into the new and renovated building and site plans
 - Take into consideration the possibility of the future expansion
- Meet with the Staff, Consultants, OR, and Committees to review preliminary and final design
- Work with the OR to provide an evaluation of utilizing comprehensive bid packages based on the project schedule, budget, and available resources.
- Coordinate public input including community needs and update
- Complete Design Development Documents for review and approval that meets the intent of the design, schedule and budget
- Certificates
 - The A/E, upon completion of the Project, will be responsible for certifying that, to the best of his professional knowledge, the building conforms to the approved plans, specifications and shop drawings.

4.1.8. Subcontractors

The Contractor shall be responsible for Contract performance when subcontractors are used. However, when subcontractors are used, they must abide by all terms and conditions of the Contract. If subcontractors are to be used, the Contractor must notify the Chippewa Cree Tribe and OR prior to subcontractor work. Firm must clearly explain their participation. The Chippewa Cree Tribe must approve of all subcontractors prior to subcontractor work.

4.1.9. Insurance Requirements

- The Contractor shall carry at its sole expense and provide evidence of acceptable insurance coverage listed below to protect itself and the Chippewa Cree Tribe and Tribal Court from and against liability, loss, damage, expense, cost (including without limitation to litigation and court costs and attorneys' fees) arising out of or in connection with the performance of any work performed in accordance with the specifications of any related documents, whether such work is performed by the Contractor or any subcontractor or by anyone directly or indirectly employed by any of them or by anyone for whose acts any of them may be liable.

5. Proposer Information and Solutions

Submit response under Tab 2 of proposal - see section 2.4 for proposal submittal format.

5.1. Organization Capabilities

Describe the organization/company's experience and capabilities providing similar services to those required. Be specific and detail no more than three projects/contracts: description of work, dates, locations, challenges and results. (100 Points)

5.2. Staff Qualifications

Provide a list of all individuals, including consultants, to be involved in the project and a brief description of their role and qualifications. Please indicate how this design team will be managed and identify the main contact person at the firm. Provide a synopsis describing the educational and work experience for each of the key staff who will be assigned to the project/program. (100 Points)

5.3. Proposer Solutions (600 points broken down as indicated below)

5.3.1. Describe your experience in providing Architectural Engineering Services to a government organization for large scale building and renovation projects. (100 points)

5.3.2. Detail your firm's understanding of the challenges and barriers for a project like this and proposed approach to overcoming these barriers. (75 points)

5.3.3. Identify potential risk factors and methods for dealing with these factors. (50 points)

5.3.4. Program delivery – estimated work plan and timetable. Outline the tasks your firm proposes to accomplish throughout the life of the contract. Provide an estimated schedule and timeline for each task. (50 points)

5.3.5. Detail how you will exceed proposal requirements. (50 points)

5.3.6. Describe value-added solutions (50 points)

5.3.7. Outline the process the firm will use in each of the aforementioned three (3) Phases in the Scope of Services section. Please provide evidence of ability to work within tight time constraints and contentious situations. (100 points)

5.3.8. Provide an assurance of the level of detail included in the plans and specifications, as well as your ability to work cooperatively with a Representative that is not directly hired or paid by your firm. (100 points)

5.3.9. All things considered; summarize why you believe the Chippewa Cree Tribe of Portage should retain your firm to perform this project. (25 points)

5.4. Proposer References

Submit response using Attachment B References under Tab 2 of proposal – see section 2.4 for proposal submittal format.

Proposer must supply references of three firms to which similar products/service have been provided within the past five years to a comparable sized institution or company. If contacted, all references must verify that a high level of satisfaction was provided.

ATTACHMENT A

SIGNATURE AND AUTHORITY AFFIDAVIT FORM

PROPOSING COMPANY NAME: _____

FEIN (Federal Employer ID Number) _____ OR Social Security # (if Sole Proprietorship) _____

Address: _____

City _____ State _____ Zip + 4 _____ Number of years in Business _____

Name the person to contact for questions concerning this proposal.

Name _____ Title _____
Phone () _____ Toll Free Phone () _____
Fax () _____ Email Address _____

In signing this proposal, we also certify that we have not, either directly or indirectly, entered into any agreement or participated in any collusion or otherwise taken any action in restraint of free competition; that no attempt has been made to induce any other person or firm to submit or not to submit a proposal; that this proposal has been independently arrived at without collusion with any other proposer, competitor or potential competitor; that this proposal has not been knowingly disclosed prior to the opening to any other proposer or competitor; that the above statement is accurate under penalty of perjury.

The undersigned, having familiarized themselves with the conditions affecting the cost of the work, having read completely the requirements, hereby proposes to perform everything required and to provide and furnish labor, materials, equipment, tools and all other services and supplies necessary to produce in a complete and workmanlike manner all of the materials or products described in the project relating to this proposal.

I further certify that I have carefully examined the proposal documents and all terms herein, and site where the work is to be done and have no agreements to prevent the completion of said work.

Signature

Title

print)

Date

Name (type or

This firm hereby acknowledges receipt / review of the following addendum(s) (if any)

Addendum # _____ Addendum # _____ Addendum # _____ Addendum # _____

ATTACHMENT B

REFERENCES

Proposer: _____

Provide company name, address, contact person, telephone number, and appropriate information on the product(s) and/or service(s) provided to customers similar to those requested in this solicitation document. Potential subcontractors cannot be references. Any subcontractor arrangement for the completion of this work shall be listed on a separate page.

Company Name: _____

Address (include Zip + 4) _____

Contact Person: _____ Phone No. _____

E-Mail Address: _____

Product(s) Used and/or Service(s) Provided: _____

Company Name: _____

Address (include Zip + 4) _____

Contact Person: _____ Phone No. _____

E-Mail Address: _____

Product(s) Used and/or Service(s) Provided: _____

Company Name: _____

Address (include Zip + 4) _____

Contact Person: _____ Phone No. _____

E-Mail Address: _____

Product(s) Used and/or Service(s) Provided: _____

Company Name: _____

Address (include Zip + 4) _____

Contact Person: _____ Phone No. _____

E-Mail Address: _____

Product(s) Used and/or Service(s) Provided: _____

ATTACHMENT C DESIGNATION OF CONFIDENTIAL AND PROPRIETARY INFORMATION

The attached material submitted in response to Bid/Proposal # _____ includes proprietary and confidential information which qualifies as a trade secret, as provided in s. 19.36(5), Wis. Stats., or is otherwise material that can be kept confidential under the Wisconsin Open Records Law. As such, we ask that certain pages, as indicated below, of this bid/proposal response be treated as confidential material and not be released without our written approval.

Prices always become public information when bids/proposals are opened, and therefore cannot be kept confidential.

Other information cannot be kept confidential unless it is a trade secret. Trade secret is defined in s. 134.90(1)(c), Wis. Stats. as follows: "Trade secret" means information, including a formula, pattern, compilation, program, device, method, technique or process to which all of the following apply:

1. The information derives independent economic value, actual or potential, from not being generally known to, and not being readily ascertainable by proper means by, other persons who can obtain economic value from its disclosure or use.
2. The information is the subject of efforts to maintain its secrecy that are reasonable under the circumstances.

We request that the following pages not be released:

Section	Page #	Topic

IN THE EVENT THE DESIGNATION OF CONFIDENTIALITY OF THIS INFORMATION IS CHALLENGED, THE UNDERSIGNED HEREBY AGREES TO PROVIDE LEGAL COUNSEL OR OTHER NECESSARY ASSISTANCE TO DEFEND THE DESIGNATION OF CONFIDENTIALITY AND AGREES TO HOLD THE STATE HARMLESS FOR ANY COSTS OR DAMAGES ARISING OUT OF THE CHIPPEWA CREE TRIBE'S AGREEING TO WITHHOLD THE MATERIALS.

Failure to include this form in the bid/proposal response may mean that all information provided as part of the bid/proposal response will be open to examination and copying. The Chippewa Cree Tribe considers other markings of confidential in the bid/proposal document to be insufficient. The undersigned agrees to hold the Chippewa Cree Tribe harmless for any damages arising out of the release of any materials unless they are specifically identified above.

Company Name _____

Authorized Representative _____
Signature

Authorized Representative _____
Type or Print

Date _____

ATTACHMENT D

STANDARD TERMS AND CONDITIONS

1.0 SPECIFICATIONS: The specifications in this request are the minimum acceptable. When specific manufacturer and model numbers are used, they are to establish a design, type of construction, quality, functional capability and/or performance level desired, unless otherwise specified. When alternates are bid/proposed, they must be identified by manufacturer, stock number, and such other information necessary to establish an acceptable equivalency. The Chippewa Cree Tribe shall be the sole and final judge of equivalency.

2.0 HOW TO AMEND A REQUEST FOR BID, PROPOSAL OR QUOTE:

2.1 Public Works Projects are subject to Chippewa Cree Tribe Ordinances. If a person submits a bid or proposal for the performance of public work under any public contract to be let by a municipality and the bidder claims that a mistake, omission or error has been made in preparing the bid, the bidder shall, before the bids are opened, make known the fact that an error, omission or mistake has been made. If the bidder makes this fact known, the bid shall be returned to the bidder unopened and the bidder may not bid upon the public contract unless it is re-advertised and relet upon the re-advertisement. If a bidder makes an error, omission or mistake and discovers it after the bids are opened, the bidder shall immediately and without delay give written notice and make known the fact of the mistake, omission or error which has been committed and submit to the municipality clear and satisfactory evidence of the mistake, omission or error and that it was not caused by any careless act or omission on the bidder's part in the exercise of ordinary care in examining the plans or specifications and in conforming with the provisions of this section. If the discovery and notice of a mistake, omission or error causes a forfeiture, the bidder may not recover the moneys or certified check forfeited as liquidated damages unless it is proven before a court of competent jurisdiction in an action brought for the recovery of the amount forfeited, that in making the mistake, error or omission the bidder was free from carelessness, negligence or inexcusable neglect.

2.2 Non-Public Work Projects: After a Request for Bid/Proposal/Quote has been filed with the Chippewa Cree Tribe the responder may submit an amended response BEFORE THE DUE DATE AND TIME set in the request. All the conditions and provisions of the original Bid/Proposal/Quote will be in effect. No submittals or amendments will be accepted after the due date and time of the request. This does not preclude the Chippewa Cree Tribe from requesting additional information and/or clarification.

3.0 DEVIATIONS AND EXCEPTIONS: Deviations and exceptions from original text, terms, conditions, or specifications shall be described fully, on the bidder's/proposer's letterhead, signed, and attached to the request. In the absence of such statement, the bid/proposal shall be accepted as in strict compliance with all terms, conditions, and specifications and the bidders/proposers shall be held liable.

4.0 QUALITY: Unless otherwise indicated in the request, all material shall be new, newest model year, and free from defects. Items which are used, demonstrators, obsolete, seconds, or which have been discontinued are unacceptable without prior written approval by the Chippewa Cree Tribe.

5.0 QUANTITIES: The quantities shown on this request are based on estimated needs. The Chippewa Cree Tribe reserves the right to increase or decrease quantities to meet actual needs.

6.0 DELIVERY: Deliveries shall be F.O.B. destination freight prepaid and included unless otherwise specified.

7.0 PRICING AND DISCOUNT: The Chippewa Cree Tribe qualifies for governmental discounts. Unit prices shall reflect these discounts.

7.1 Unit prices shown on the bid/proposal or contract shall be the price per unit of sale (e.g., gal., cs., doz., ea.) as stated on the request or contract. For any given item, the quantity multiplied by the unit price shall establish the extended price; the unit price shall govern in the bid/proposal evaluation.

- 7.2 Prices established in continuing agreements and term contracts may be lowered due to general market conditions.
- 8.0 RESPONSES TO REMAIN OPEN:** Responses must remain open and will be deemed to be open and subject to acceptance until awarding of the bid/proposal is finalized, or a minimum of sixty (60) days unless otherwise specified.
- 9.0 ACCEPTANCE-REJECTION:** The Chippewa Cree Tribe reserves the right to accept or reject any or all bids/proposals, to waive any technicality in any bid/proposal submitted, request clarification of any bid/proposal, award a bid/proposal that is not the lowest price, and to accept any part of a bid/proposal as deemed to be in the best interests of the Chippewa Cree Tribe.
- 10.0 GUARANTEED DELIVERY:** Failure of the Contractor to adhere to delivery schedules as specified or to promptly replace rejected materials shall render the Contractor liable for all costs in excess of the contract price when alternate procurement is necessary. Excess costs shall include the administrative costs and other costs attributable to the delay.
- 11.0 CONTRACT AND EXECUTION OF CONTRACT:** Unless otherwise specified in the bid/proposal, the successful responder agrees to enter into a contract, a copy of which will be on file in the Chippewa Cree Tribal Court. Contractor shall and will well and truly execute and perform this contract under the terms applicable to the satisfaction of the Chippewa Cree Tribe, and shall promptly make payment to each and every person or party entitled thereto of all the claims for work or labor performed and materials furnished in the performance of this contract.
- 12.0 ENTIRE AGREEMENT:** These Standard Terms and Conditions shall apply to any contract or order awarded as a result of this request except where special requirements are stated elsewhere in the request; in such cases, the special requirements shall apply. Further, the written contract and/or order with referenced parts and attachments shall constitute the entire agreement and no other terms and conditions in any document, acceptance, or acknowledgment shall be effective or binding unless expressly agreed to in writing by the Chippewa Cree Tribe.
- 13.0 APPLICABLE LAW AND COMPLIANCE:** This contract shall be governed under the laws of the Chippewa Cree Tribe. The Contractor shall at all times comply with and observe all federal and state laws, local laws, ordinances, and regulations which are in effect during the period of this contract and which in any manner affect the work or its conduct. The Chippewa Cree Tribe reserves the right to cancel this contract if the contractor fails to follow the Chippewa Cree Tribe Laws and Order codes and related statutes regarding certification for collection of sales and use tax. The Chippewa Cree Tribe also reserves the right to cancel this contract with any state or federally debarred contractor or a contractor that is presently identified on the list of parties excluded from federal procurement and nonprocurement contracts.
- 14.0 LICENSES AND PERMITS:** Contractor shall have and/or provide any and all licenses and permits required to perform the work specified and furnish proof of such licensing authorization and permits with their bids if required.
- 15.0 ASSIGNMENT:** No right or duty in whole or in part of the Contractor under this contract may be assigned or delegated without the prior written consent of the Chippewa Cree Tribe.
- 16.0 NONEXCLUSIVE CONTRACT:** Unless otherwise stated, the Chippewa Cree Tribe reserves the right to purchase work or materials outside of this contract.
- 17.0 NONDISCRIMINATION & AFFIRMATIVE ACTION:** In connection with the performance of work under this contract, the Contractor agrees not to discriminate against any employee or applicant for employment because of age, race, religion, color, handicap, sex, physical condition, developmental disability sexual orientation, or national origin. This provision shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. Except with respect to sexual orientation, the contractor further agrees to take affirmative action to ensure equal employment opportunities.

- 18.0 INDEPENDENT CAPACITY:** The parties hereto agree that the contractor, its officers, agents, and employees, in the performance of this agreement shall act in the capacity of an independent contractor and not as an officer, employee, or agent of the Chippewa Cree Tribe. The contractor agrees to take such steps as may be necessary to ensure that each subcontractor of the contractor will be deemed to be an independent contractor and will not be considered or permitted to be an agent, servant, joint venturer, or partner of the Chippewa Cree Tribe.
- 19.0 SAFETY REQUIREMENTS:** All materials, equipment, and supplies provided to the Chippewa Cree Tribe must comply fully with all safety requirements as set forth by the Chippewa Cree Tribe Law and Order Codes and all applicable OSHA Standards.
- 20.0 WARRANTY:** Unless otherwise specifically stated, equipment purchased as a result of this request shall be warranted against defects by the Contractor for one (1) year from date of receipt. The equipment manufacturer's standard warranty shall apply as a minimum and must be honored by the Contractor.
- 21.0 INSURANCE RESPONSIBILITY:** If insurance is required, satisfactory proof of the existence and carriage of such insurance of the kinds and limits specified will be required.
- 22.0 CANCELLATION:** The Chippewa Cree Tribe reserves the right to cancel any contract in whole or in part without penalty due to nonappropriation of funds or for failure of the contractor to comply with terms, conditions, and specifications of this contract.
- 23.0 VENDOR TAX DELINQUENCY:** Vendors who have a delinquent Chippewa Cree Tribe tax liability may have their payments offset by the Chippewa Cree Tribe.
- 24.0 OPEN RECORDS:** Both parties understand that the Chippewa Cree Tribe is bound by the Chippewa Cree Tribe Laws, and as such, responses and contracts are subject to and conditioned on the provisions of the law. Contractor acknowledges that it is obligated to assist the Chippewa Cree Tribe in retaining and producing records that are subject to Chippewa Cree Tribe Law, and that the failure to do so shall constitute a material breach of the contract, and that the Contractor must defend and hold the Chippewa Cree Tribe harmless from liability under that law. Except as otherwise authorized, those records shall be maintained for a period of seven (7) years after receipt of final payment under the contract.
- 25.0 MATERIAL SAFETY DATA SHEET:** If any item(s) on an order(s) resulting from this award(s) is a hazardous chemical, as defined under 29CFR 1910.1200, the Contractor shall provide one (1) copy of a Material Safety Data Sheet for each item with the shipped container(s) and one (1) copy with the invoice(s).
- 26.0 ADVERTISING AND NEWS RELEASES:** Reference to or use of the Chippewa Cree Tribe, any of its departments, officials, or employees, for commercial promotion is prohibited. News releases pertaining to this procurement shall not be made without prior approval of the Chippewa Cree Tribe. Release of broadcast e-mails pertaining to this procurement shall not be made without prior written authorization of the Chippewa Cree Tribe.
- 27.0 HOLD HARMLESS:** The Contractor will indemnify, pay the cost of defense including attorney's fees, and save harmless the Chippewa Cree Tribe and all of its officers, agents and employees from all suits, actions, or claims of any character brought for or on account of any injuries or damages received by any persons or property resulting from the operations of the contractor, or of any of its contractors, in prosecuting work under this agreement.
- 28.0 FOREIGN CORPORATION:** A foreign corporation which becomes a party to this contract is required to conform to all the requirements relating to a foreign corporation and must possess a certificate of authority from the Chippewa Cree Tribe, unless the corporation is transacting business in interstate commerce or is otherwise exempt from the requirement of obtaining a certificate of authority. Any foreign corporation which desires to apply for a certificate of authority should contact the Chippewa Cree Tribe
- 29.0 FORCE MAJEURE:** Neither party shall be in default by reason of any failure in performance of this contract in accordance with reasonable control and without fault or negligence on their part. Such causes may include, but are not restricted to, acts of

nature or the public enemy, acts of the government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes and unusually severe weather, but in every case the failure to perform such must be beyond the reasonable control and without the fault or negligence of the party.

ATTACHMENT E

COST PROPOSAL

Proposer: _____

Submit original plus one copy (Submit in separate envelope within proposal package)

Provide a specific, itemized charges and services for each of the aforementioned Phases. In addition, the proposal should include a list of any proposed or anticipated additional services that may be required and additional fees that would be charged. Providing examples of services for existing clients and coordination required between various disciplines not directly under the Firm’s control is essential.

It is understood that once the design has been completed, the owner reserves the right to suspend, delay or terminate the Schematic Design, Design Development, Construction Document and Construction Administration Phase of work.

Please note that reimbursable costs will be limited to printing costs associated with external distribution, special postage and handling charges, and renderings, mock-ups, and presentation materials requested by the Chippewa Cree Tribe. These costs will be allowed at face value excluding any mark-up. All other reimbursable costs are to be included in the lump sum cost.

IT and Technology – ALTERNATE PRICING

The Architect shall complete design work for all power and data requirements. Additionally, include the design coordination for monitors, projectors, screens, kiosks, etc.

FF&E – ALTERNATE PRICING

As an alternate on the fee portion, provide design services of FF&E for the building. Including coordination with owner and data requirements for FF&E

FEES

A/E Fee for Concept Review (Lump sum) \$ _____

1. A/E Fee for Design and Construction \$ _____ or _____ % of total cost

For information only, please break out the following:

2. A/E Fee for Schematic Design \$ _____ or _____ % of total cost

3. A/E Fee for Design Development \$ _____ or _____ % of total cost

4. A/E Fee for Construction Document \$ _____ or _____ % of total cost

5. A/E Fee for Construction Administration \$ _____ or _____ % of total cost

6. Total A / E Fee (including Concept Review) \$ _____ or _____ % of total cost

•ALTERNATE #1 - Total Fee for: IT and Technology Design, Selection, Bidding and CA

\$ _____ or _____ % of total cost

•ALTERNATE #2 - Total Fee for: FF&E Design, Selection Bidding and CA

\$ _____ or _____ % of total cost

•Please note any additional services fee which the Chippewa Cree Tribe should consider (separate page)