

**Lac du Flambeau Band  
of  
Lake Superior Chippewa Indians  
and  
Simpson Electric Company, Inc.**



**REQUEST FOR PROPOSALS  
for  
ARCHITECTURAL/ENGINEERING SERVICES  
for  
SIMPSON ELECTRIC MOLDING FACILITY PROJECT**

**RFP No. 24-LDF-017**

## 1. BACKGROUND AND PURPOSE

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This Request for Proposals (hereinafter referred to as the "RFP") is issued by 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 referred to as the "Tribe"). The purpose of this RFP is to solicit bid proposals from qualified firms to provide comprehensive architectural/engineering services through the site evaluation, planning, design, bidding and construction phases of a new approximately 20,000 square foot steel frame building to be utilized as a plastic molding facility by Simpson Electric Company, Inc., the Tribe's well-known panel meter manufacturing company.

Simpson Electric Company is a leader in the analog and digital meter industry, and is most famous for its 260 Volt-Ohm-Milliammeter. Simpson Electric Company was chartered in 1936, and essentially founded the instrument industry. The company initially developed and built sensitive electrical products that were able to perform reliably in tough, industrial conditions, and gradually developed a diversified line of high quality digital and analog panel meters and test instrumentation products. Simpson Electric Company has designed and manufactured instrumentation products for the private sector, NASA, and all branches of the U.S. Military. The company's founder, Ray Simpson, built the indicating mechanism for the earth inductor compass that Charles Lindbergh relied upon when he flew "The Spirit of St. Louis" on the first solo flight across the Atlantic Ocean. For 33 hours, Lindbergh's life and the success of his historic flight depended largely on this navigational instrument, while the world awaited his arrival in Paris. In the 1960s, Simpson Electric Company became a key player in the American space program, by developing a special two-movement, cross-pointer instrument for the Apollo missions. In all, fourteen different types of the instrument were built in Simpson plants during the Apollo program. They were used in the spacecraft, for ground support equipment where dependability was crucial, and by prime contractors working on the aerospace frontier.

Simpson's long involvement in the panel meter and test instrumentation industry has led to strong, enduring relationships with many American manufacturers noted for the highest standards of quality control. Today, the company manufactures products including analog meters, digital meters, and test equipment, utilizing punch presses for stamping, as well as an array of tapping machines, injection molding machines, compression molding machines, and wave soldering machines. Simpson Electric Company also offers circuit board assembly, cable assembly, lead assembly, shunt assembly, sand blasting, and printing to a variety of substrates, including dials, plastic, glass, wood, ceramic, stainless steel, etc.

Simpson's plastics molding capabilities, utilizing its injection and compression molding machines, are critical to its development and manufacturing processes. Its current molding facility was built in 1895. The facility underwent an expansion and conversion in 1946-47, and has had numerous additions and upgrades over the years, but the building has reached end of life, with poor insulation, antiquated power infrastructure, a damaged roof that causes ice leaks, and a crumbling foundation, in addition to other issues. Recognizing the need to construct a new molding facility to enable Simpson Electric Company to remain competitive in its industry, the Tribe sought grant funding for design and construction of a new plastics molding facility. The Tribe was awarded \$2,600,000 for the project, which will consist of the following:

- Architecture/engineering;
- Site preparation (general site development and construction of parking lot and driveway);
- Installation of concrete base floor;
- Construction of 20,000 sq ft steel-frame building;
- Interior frame-out work to create desired layout; and
- Installation of plumbing, HVAC, electrical and fire protection systems.

The completed facility will contain, at minimum, offices, reception/visitor area, conference room, kitchen/vending room; staff restrooms, guest restroom, tool room, utility room, paint room, compressor room, incubator rooms, manufacturing area; drilling/finishing area; storage areas and a shipping/receiving area. The new molding facility will not be constructed on the site of the present molding plant. Rather, it will be located in the Tribe's Lac du Flambeau Industrial Park (located adjacent to State Highway 47 and Thorofare Road), near the Tribe's new Workforce Training and Business Development Center, in the Town of Lac du Flambeau, Wisconsin, and within the exterior boundaries of the Lac du Flambeau Indian Reservation.

**At present, Simpson Electric Company's assembly operations are located in a building separate from the plastic molding facility. Proposers are advised of the possibility that the Tribe may seek additional funding for the purpose of expanding the project to enable all of Simpson's components to be joined under one roof, thereby increasing efficiency and cost-effectiveness. It is anticipated that responders to the Construction RFP will be asked to submit a bid on an expanded facility as an alternate.**

The Tribe's intent is to retain an architectural/engineering firm with the qualifications and staff resources necessary to perform planning, designing, bidding and construction oversight services with respect to the Project. Proposers must be able to show that they are capable of performing the services requested. Such evidence includes, but is not limited to, the respondent's demonstrated competency and experience in delivering services of a similar scope and type and local availability of the proposer's personnel and equipment resources.

It is anticipated that this RFP will result in a single contract being awarded to an architectural/engineering firm or team licensed and insured and authorized to conduct business in the State of Wisconsin, with proven experience and demonstrated ability to meet the specific requirements set forth in this RFP. All work must be performed to the satisfaction of the Tribe and in compliance with the specifications, Scope of Services and conditions set forth in this RFP and the contract entered into by and between the parties. The architectural/engineering firm or team submitting the successful bid will be expected and required to adhere to every term of this RFP and the contract between the parties and perform the required functions with expertise, knowledge and competence with minimal monitoring by the Tribe. All work must be performed in accordance with applicable laws, regulations, codes and standards in the industry. The Project will be funded by the Economic Development Administration, U.S. Dept. of Commerce. The selected architect will submit final plans to EDA for comment and approval, and will also assist the Tribe in completing required EDA checklists relative to the process of selecting the general contractor for the Project.

This RFP does not commit the Tribe to accept any proposal submitted. The Tribe 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. The Tribe reserves the right to select the bidder whose proposal and qualifications are most advantageous to the Tribe. The Tribe 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 Services, and other relevant details and to accept the proposal most advantageous to, and in the best interests of, the Tribe. The Tribe is not responsible for any costs incurred by the respondents in the preparation of responses to this RFP. The terms "Architect," "Architect/Engineer," "architectural/engineering firm or team," "proposer," "vendor," "bidder," "firm" and "respondent" are used interchangeably throughout this RFP and are intended to refer to a person or entity submitting, or intending to submit, a proposal in response to this RFP. The term "RFP" includes any and all addenda thereto.

## **2. RFP ADMINISTRATIVE PROCEDURES**

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- 2.1 RFP CONTACT/CONTRACT ADMINISTRATOR.** The individual named below is the Tribe's Contract Administrator who will be responsible for administration of the Architectural Contract entered into by and between the successful bidder (Architect/Engineer) and the Tribe. The Tribe's 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, bidders 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 bidder or someone acting on the bidder'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 bidder may be disqualified as a prospective Architect/Engineer.

RFP Contact/Contract Administrator:

EMERSON COY, DIRECTOR  
LDF Planning Department  
P.O. Box 67  
602 Peace Pipe Road  
Lac du Flambeau, WI 54538  
Email: [ecoy@ldftribe.com](mailto:ecoy@ldftribe.com)

**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 February 13, 2024        |
| Proposals/Bids Due         | 4:00 P.M., Local Time, March 20, 2024 |
| Bid Opening:               | 9:00 A.M., Local Time, March 21, 2024 |
| Notice of Award Issued     | To Be Announced                       |
| Begin Contract Performance | As Soon As Possible                   |

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

**2.3.1** It is the responsibility of each bidder to examine the Project site for the purpose of proposal preparation, to the extent bidder deems necessary. Bidder may contact a Contract Administrator to gain access to the Project site.

**2.3.2** 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.

**2.3.3** 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 mailing addresses or email addresses 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 by and 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 the addenda.

**2.6 SUBMISSION OF PROPOSAL.** ***Every proposal submitted must include an original, five (5) copies, and one electronic copy on flash drive.*** Proposals and copies 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 4:00 P.M. (local time), Wednesday, March 20, 2024. 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 SIMPSON MOLDING FACILITY ARCHITECTURAL SERVICES." Please also include firm/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 REJECTION OF PROPOSALS.** Notwithstanding any other provision of this RFP, at any time prior to execution of the written Architectural Services 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, in the Tribe's sole discretion.
- 2.8 COSTS OF PREPARING PROPOSALS.** The costs of preparing the proposal are the sole responsibility of the bidder. The Tribe is not responsible for any costs incurred by bidder 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 Thursday, March 21, 2024 at 9:00 A.M. (local time) or as soon thereafter as practicable.
- 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 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 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 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 agrees that, if awarded a contract, bidder's work shall be completed in a high quality, professional manner and shall conform to such recognized high professional standards as are prevalent in this field of endeavor.
- 2.12.4** 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 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 Bidding Architectural Firm.
2. Bid Price.
3. Demonstrated Understanding of and Ability to Address the Tribe'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** The Tribe 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 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 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 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.

## **2.16 AWARD AND NOTIFICATION.**

**2.16.1** If the Tribe selects, it shall select the most responsive, responsible and qualified vendor based on evaluation of vendor responses to this solicitation as deemed relevant to the Tribe. Any contract resulting from this RFP will not necessarily be awarded to the vendor with the lowest price/bid. The Tribe will award the Architectural/Engineering Services Contract to the responsible vendor submitting the bid/proposal that the Tribe deems most advantageous to the Tribe. The Tribe reserves the right to either award a contract without further negotiations with the successful bidder or to negotiate contract terms with the successful bidder if in the best interests of the Tribe. The Tribe may select an architectural/engineering firm 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 the Tribe and any person or entity. If the Tribe selects a bidder to provide the services described in this solicitation, any legal rights and obligations between the successful bidder, if any, and the Tribe 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 incorporated therein.

**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 unsuccessful bidders that submitted a proposal will be notified in writing of the Tribe's decision to not select.

**2.16.4** The successful bidder may be required to attend a post-award meeting with the Tribe to discuss the terms and conditions of the contract by and between the parties. Negotiation and execution of contract with the successful bidder shall be completed not more than fifteen (15) days from date of award notification.

### 3. QUALIFICATIONS

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- 3.1 The Architectural/Engineering firm or team, including principals, project managers, and key personnel shall have relevant experience with similar work, i.e. design and construction of similar new facilities, and shall be competent to perform the services on time within a tight timeline.
- 3.2 The work contemplated is professional in nature. It is understood that the Architect/Engineer, acting as an individual, corporation, or other legal entity, is of a professional status, and is licensed, as appropriate, to perform the necessary professional services in the State of Wisconsin, and shall be governed by the professional ethics of said profession in its relationship with the Tribe.
- 3.3 The Architectural/Engineering firm shall be financially solvent. The Tribe reserves the right to request information to determine solvency.
- 3.4 The Architectural/Engineering firm or team shall possess the ability to assign adequate staffing and resources to the Project and maintain key staff through the duration of Project.
- 3.5 The Architectural/Engineering firm or team shall, preferably, have experience in working with indigenous groups, tribes and/or tribal enterprises.
- 3.6 The ideal Architect/Engineer team will have the following characteristics:
  - 3.6.1 Reasonable proximity to Lac du Flambeau, Wisconsin in order to provide: (1) team working/review sessions during design; (2) ease of team coordination meetings; (3) minimal cost to attend Tribal meetings; and (4) quick response to field issues.
  - 3.6.2 Be organized, effective and efficient. Exercise professional prioritizing skills. Work easily with modern technological amenities like scanners and email.
  - 3.6.3 Be comfortable making in-field decisions, problem solving with engineers or experts via phone during critical times of construction.
  - 3.6.4 Be mindful and tenacious about maintaining project budgets and schedules, especially during construction. Make decisions that support Tribal goals and objectives, relative to scope creep and especially contractor-initiated change orders.

### 4. SCOPE OF SERVICES

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- 4.1 **SUMMARY OF SERVICES.** The successful bidder (Architect/Engineer) must perform the full range of services related to planning, cost estimating, designing, bidding and construction oversight of and for the Project, i.e. a new steel frame building to be utilized as a plastic molding facility by Simpson Electric Company, Inc. The new structure will comprise approximately 20,000 square feet and include, but not be limited to, offices, reception/visitor area, conference room, kitchen/vending room; staff restrooms, guest restroom, tool room, utility room, paint room, compressor room, incubator rooms, manufacturing area; drilling/finishing area; storage areas and a shipping/receiving area. **The Tribe may seek additional funding for the purpose of expanding the project to enable all of Simpson Electric Company's operations to be joined under one roof, thereby increasing efficiency and cost-effectiveness. It is anticipated that responders to the construction RFP will be asked to submit a bid on an expanded facility as an alternate.** The successful bidder (Architectural/Engineering Firm) will create design and construction documents, and prepare the construction contractor bid package and assist with evaluation of potential contractors. Architectural and engineering services shall be completed in phases, and shall include but shall not be limited to: Schematic and design development; Providing architectural design drawings which shall include all components and systems; Development and provision of bid documents; Attending coordination, pre-bidding, bidding and construction meetings; Providing initial cost estimate and progress cost estimates at appropriate intervals;

Reviewing and evaluating submittals and claims for extra costs; Construction oversight; Advising the Tribe regarding interpretations of contract documents and payments to contractors; Inspecting the construction site; and Assisting the Tribe with respect to determining substantial completion by preparing a punch list and conducting a final inspection.

**4.2 PHASE 1: PRE-DESIGN, CONCEPTUAL AND SCHEMATIC DESIGN.** In the Pre-Design, Conceptual and Schematic Design phase, the Architect provides those services necessary to develop concepts and prepare Schematic Design documents consisting of drawings and other documents illustrating the general scope, scale, and relationship of project components for approval by the Tribe. Design should be conceptual in character, based on the requirements developed during pre-design, and program requirements provided by the Tribe and reviewed and agreed upon by the Architect. Pre-Design, Conceptual, and Schematic Design work shall include, but shall not be limited to, the following:

**4.2.1 PROJECT ADMINISTRATION:** Services related to schematic design administrative functions including consultation, meetings and correspondence, and progress design review conferences.

**4.2.2 DISCIPLINES COORDINATION:** Coordination between the architectural work and engineering work and other involved consultants for the project. When specialty consultants are used, additional coordination beyond basic services may be required and negotiated for appropriate phases of the work.

**4.2.3 DOCUMENT CHECKING:** Review and coordination of project documents.

**4.2.4 CONSULTING AND PERMITTING AUTHORITY:** Consultations, research of critical applicable regulations, preparation of written and graphic explanatory materials. The services apply to applicable laws, statutes, regulations, and codes.

**4.2.5 DATA COORDINATION:** Review and coordination of data furnished for the project by the Tribe.

**4.2.6 ARCHITECTURAL DESIGN:** Services responding to scope of services (program/pre-design) requirements and consisting of preparation of conceptual site and building plans, schematic sections and elevations, preliminary selection of building systems and materials, development of approximate dimensions, areas and volumes.

**4.2.7 STRUCTURAL DESIGN:** Services consisting of recommendations regarding basic structural material and systems, analysis, and development of conceptual design solutions.

**4.2.8 MECHANICAL DESIGN:** Services consisting of consideration of alternate materials, systems and equipment, and development of conceptual design solutions for energy sources/conservation, heating, ventilating and air conditioning (HVAC), plumbing, fire protection, and general space requirements.

**4.2.9 ELECTRICAL DESIGN:** Services consisting of consideration of alternate systems, recommendations regarding basic electrical materials, systems and equipment, analysis, and development of conceptual design solutions for power service and distribution, lighting, communication raceways, fire detection and alarms, and general space requirements.

**4.2.10 CIVIL/SITE DESIGN:** Services consisting of site planning, including layout of site features, building position, preliminary grading, location of paving for walkways, driveways and parking, and fencing locations, if applicable. Also included are the normal connections required to service the building such as water, drainage, and sanitary systems.

**4.2.11 SPECIFICATIONS:** Services consisting of preparation for Tribal approval of proposed development of architectural outline specifications, and coordination of outline specifications of other disciplines.

**4.2.12 MATERIALS RESEARCH:** Services consisting of identification of potential architectural materials, systems and equipment.



**4.2.13 SCHEDULING:** Services consisting of reviewing and updating previously established project schedules or initial development of schedules for decision-making, design, and documentation.

**4.2.14 COST ESTIMATING:** Services consisting of development of a probable construction cost from quantity surveys and unit costs of building elements for the project. Parametric costs shall reflect the level of design elements presented in the schematic design documents, plus appropriate design contingencies to encompass unidentified scope ultimately included in the program. Assist the Tribe with analyzing scope, schedule, and budget options to stay within the Cost Estimates.

**4.2.15 PRESENTATIONS:** Services consisting of appropriate presentation(s) of schematic design documents by the Architect to the Tribe and Tribal representatives.

**4.3 PHASE 2: DESIGN DEVELOPMENT.** The Tribe shall, at its sole discretion, provide a written Notice to Proceed (NTP) authorizing work to continue from Phase 1 (Pre-Design, Conceptual, and Schematic Design Phase) to Phase 2 (Design Development Phase). Provided the Tribe authorizes work continuation, the Architect shall commence the Phase 2 services upon delivery to Architect of the written Notice to Proceed. Notice to Proceed may be in the form of email, fax or letter, authorizing commencement of the Phase 2 services. Notice to Proceed shall be deemed to have been delivered upon actual receipt by Architect. In the Design Development Phase, the Architect shall provide those services necessary to progress from the approved Schematic Design documents to the Design Development documents consisting of drawings and other documents to fix and describe the size and character of the entire project for approval by the Tribe. Consideration shall be given to availability of materials, equipment and labor, construction sequencing and scheduling, economic analysis of construction and operations, user safety and maintenance requirements, and energy conservation. Design Development work shall include, but shall not be limited to, the following:

**4.3.1 PROJECT ADMINISTRATION:** Services consisting of design development administrative functions including consultation, meetings and correspondence, and design progress review conferences with the Tribe.

**4.3.2 DISCIPLINES COORDINATION:** Coordination of the architectural work and engineering work with other involved consultants for the Project.

**4.3.3 DOCUMENT CHECKING:** Review and coordination of documents prepared for the Project.

**4.3.4 CONSULTING AND PERMITTING AUTHORITY:** Consultations, research of critical applicable regulations, preparation of written and graphic explanatory materials. The services apply to applicable laws, statutes, regulations, and codes and include obtaining approval from approving agencies as required.

**4.3.5 DATA COORDINATION:** Review and coordination of data furnished for the project by the Tribe.

**4.3.6 ARCHITECTURAL DESIGN:** Services consisting of continued development and expansion of architectural schematic design documents to establish the final scope, relationships, forms, size, and appearance of the Project through plans, sections and elevations, typical construction details, three-dimensional sketches, materials selections, and equipment layouts.

**4.3.7 STRUCTURAL DESIGN:** Services consisting of continued development of the specific structural system(s) and schematic design documents in sufficient detail to establish basic structural system and dimensions, structural design criteria, foundation design criteria, preliminary sizing of major structural components, critical coordination clearances, and outline specifications.

**4.3.8 MECHANICAL DESIGN:** Services consisting of continued development and expansion of mechanical schematic design documents and development of outline specifications or materials lists to establish approximate equipment sizes and capacities, preliminary equipment layouts, required space for equipment, chases and clearances, acoustical and vibration control, visual impacts, and energy conservation.

- 4.3.9 ELECTRICAL DESIGN:** Services consisting of continued development and expansion of electrical schematic design documents and development of outline specifications or materials lists to establish criteria for lighting, electrical and communication raceways, approximate sizes and capacities of major components, preliminary equipment layouts, required space for equipment, chases, and clearances.
- 4.3.10 CIVIL/SITE DESIGN:** Services consisting of continued development of civil/site schematic design documents and development of outline specifications required for the Project that are normally prepared by the architect.
- 4.3.11 SPECIFICATIONS:** Services consisting of preparation, for the Tribe's approval, proposed General and Supplementary Conditions of the Contract for Construction, development of architectural outline specifications, coordination of outline specifications of other disciplines, and production of design manual including design criteria, and outline specifications of materials lists.
- 4.3.12 SCHEDULING:** Services consisting of reviewing and updating previously established schedules for the project.
- 4.3.13 COST ESTIMATING:** Services consisting of development of a probable construction cost from quantity surveys and unit costs of building elements for the Project. Parametric costs reflect the level of design elements presented in the design development documents, plus appropriate design contingencies to encompass unidentified scope ultimately included in the program. Services also include assisting the Tribe with analyzing scope, schedule and budget options.
- 4.3.14 PRESENTATIONS:** Services consisting of appropriate presentation(s) of design development documents by the Architect to the Tribe and Tribal representatives.

**4.4 PHASE 3: CONSTRUCTION DOCUMENTS DEVELOPMENT.** In the Construction Documents Development phase, the Architect shall provide the services necessary to prepare for approval by the Tribe construction documents consisting of drawings, specifications, and other documents describing the requirements for construction of the project and bidding and contracting for the construction of the project. Construction Documents Development work shall include, but shall not be limited to:

- 4.4.1 PROJECT ADMINISTRATION:** Services consisting of construction documents, administrative functions (including consultation, meetings and correspondence), and progress design review conferences.
- 4.4.2 DISCIPLINES COORDINATION:** Coordination of the architectural work, with the work of engineering, and with other involved consultants for the Project.
- 4.4.3 DOCUMENT CHECKING:** Review and coordination of documents prepared for the Project.
- 4.4.4 CONSULTING AND PERMITTING AUTHORITY:** Consultations, research of critical applicable regulations, preparation of written and graphic explanatory materials. The services apply to applicable laws, statutes, regulations, and codes and include obtaining approval from approving agencies as required.
- 4.4.5 DATA COORDINATION:** Review and coordination of data furnished for the project by the Tribe.
- 4.4.6 ARCHITECTURAL DESIGN:** Services consisting of preparation of drawings based on approved design development documents setting forth in **detail** the architectural construction requirements for the Project.
- 4.4.7 STRUCTURAL DESIGN:** Services consisting of preparation of final structural engineering calculations, drawings, and specifications based on approved design development documentation, which details structural construction requirements for Project.

- 4.4.8 MECHANICAL DESIGN:** Services consisting of preparation of final mechanical engineering calculations, drawings and specifications based on approved design development documentation, setting forth in detail the mechanical construction requirements for the Project.
- 4.4.9 ELECTRICAL DESIGN:** Services consisting of preparation of final electrical engineering calculations, drawings and specifications based on approved design development documentation, setting forth in detail the electrical construction requirements for the Project.
- 4.4.10 CIVIL/SITE DESIGN:** Services consisting of preparation of final civil/site design drawings and specifications based on approved design development documentation required for the project, which are normally prepared by the architect.
- 4.4.11 SPECIFICATIONS:** Services consisting of activities of development and preparation of bidding documents, Conditions of the Contract, architectural specifications, coordination of specifications prepared by other disciplines, and compilation of the project manual.
- 4.4.12 SUBMISSION TO EDA:** Because the Project will be funded by the Economic Development Administration, U.S. Dept. of Commerce, the selected Architect will submit final plans to EDA for comment and approval.
- 4.4.13 SCHEDULING:** Services consisting of reviewing and updating previously established schedules for the Project.
- 4.4.14 COST ESTIMATING:** Services consisting of development of a probable construction cost from quantity surveys and unit costs of building elements for the Project. Parametric costs shall reflect the level of design elements presented in the Construction documents plus appropriate design contingencies to encompass unidentified scope ultimately included in the program. Assist the Tribe with analyzing scope, schedule, and budget options to stay within the Project Estimates.
- 4.4.15 TRIBAL ASSISTANCE:** Provide necessary information to the Tribe for the preparation requirements for release of funding including preparation of cost statistics if necessary, and assist the Tribe in completing required EDA checklists relative to the process of selecting the general contractor for the Project.

**4.5 PHASE 4: BIDDING.** In the Bidding phase, following the Tribe's approval of the Construction Documents and the most recent statement of probable construction cost, the Architect shall provide those services necessary for the Architect to assist the Tribe in obtaining bids from competent and qualified construction companies and in awarding and preparing contracts for construction. Bidding phase work shall include, but shall not be limited to:

- 4.5.1 PROJECT ADMINISTRATION:** Services consisting of bidding administrative functions.
- 4.5.2 DISCIPLINES COORDINATION:** Coordination of the architectural work, with the work of engineering, and with other involved consultants for the Project.
- 4.5.3 BIDDING MATERIALS:** Services consisting of organizing, coordinating, and handling Bidding documents for reproduction, distribution and retrieval, receipt, and return of document deposits.
- 4.5.4 ADDENDA:** Services consisting of preparation and distribution of Addenda as may be required during bidding and including supplementary drawings, specifications, instructions, and notice(s) of changes in the bidding schedule and procedure.
- 4.5.5 BIDDING:** Services consisting of participation in pre-bid conferences, responses to questions from bidders, and clarification or interpretations of the bidding documents, attendance at bid opening, evaluation of bidders, and documentation and distribution of bidding results.
- 4.5.6 ANALYSIS OF SUBSTITUTIONS:** Services consisting of consideration, analyses,

comparisons, and recommendations relative to substitutions proposed by bidders prior to receipt of bids.

- 4.5.7 CONTRACT AGREEMENTS:** Services consisting of assisting the Tribe in notification of contract award, assistance in preparation of construction contract agreements when required, preparation and distribution of sets of contract documents for execution of the contract, receipt, distribution and processing, for Tribal approval, of required certificates of insurance, bonds and similar documents, and preparation and distribution to contractor(s) on behalf of the Tribe, of notice(s) to proceed with the work.

**4.6 PHASE 5: CONSTRUCTION CONTRACT ADMINISTRATION.** In the Construction Contract Administration phase, the Architect shall provide services necessary for the administration of the construction contract as set forth in the General Conditions of the Contract for Construction. Construction Contract Administration phase work shall include, but shall not be limited to, the following:

- 4.6.1 PROJECT ADMINISTRATION:** Services consisting of construction contract administrative functions including consultation, conferences, communications, and progress reports.
- 4.6.2 DISCIPLINES COORDINATION:** Coordination between the architectural work and engineering work and other involved consultants for the Project.
- 4.6.3 DOCUMENT CHECKING:** Reviewing and checking of documents (required submittals) prepared for the Project.
- 4.6.4 CONSULTING AND PERMITTING AUTHORITY:** Services relating to applicable laws, statutes, regulations and codes of regulating entities relating to the Tribe's interests during construction of the Project.
- 4.6.5 CONSTRUCTION ADMINISTRATION:** Services consisting of processing of submittals, including receipt, review of and appropriate action on shop drawings, product data, samples, and other submittals required by the contract documents. Distribution of submittals to the Tribe, contractor, and field representatives as required. Maintenance of master file of submittals and related communications.
- 4.6.6 CONSTRUCTION FIELD OBSERVATION:** Services consisting of visits to the site at intervals appropriate to the stage of construction or as otherwise agreed to become generally familiar with the progress and quality of the work and to determine in general if the work is proceeding in accordance with the contract documents, and preparing related reports and communications. Architect to chair project meetings.
- 4.6.7 DOCUMENTS:** Services consisting of preparation, reproduction, and distribution of clarification documents, and interpretations in response to requests for clarification by contractors or the Tribe. Maintenance of records and coordination of communications relative to Requests for Clarification or Information (RFI). Preparation, reproduction and distribution of drawings and specifications to describe work to be added, deleted or modified, review of proposals, review and recommend changes in time for substantial completion, assisting in the preparation of modifications of the contracts and coordination of communications, approvals, notifications, and record-keeping relative to changes in the work.
- 4.6.8 SCHEDULING:** Services consisting of monitoring the progress of the contractors relative to established schedules and making status reports to the Tribe.
- 4.6.9 COST ACCOUNTING:** Services consisting of maintenance of records of payments on account of the contract and all changes thereto, evaluation of applications for payment and certification thereof, and review and evaluation of cost data submitted by the contractors for work performed.

**4.7 PHASE 6: PROJECT CLOSEOUT.** Project Closeout phase work shall include, but shall not be limited to,

the following:

- 4.7.1 PROJECT CLOSEOUT:** Services initiated upon notice from the contractor that the work is sufficiently complete, in accordance with the contract documents, to permit occupancy or utilization for the use for which it is intended, and consisting of a detailed inspection for conformity of the work to the contract documents, issuance of certificate of substantial completion, issuance of a list of remaining work required (punch list), final inspections, receipt and transmittal of warranties, affidavits, receipts, releases and waivers of lien or bonds, permits, and issuance of final certificate for payment.
- 4.7.2 RECORD DOCUMENTS (AS-BUILTS):** Receive and review the contractor's marked-up field records. Supply the record documents to the Tribe. Transferring the contractor's record of field changes to the original record drawings may be authorized by the Tribe as an additional service.
- 4.7.3 OPERATIONS AND MAINTENANCE MANUALS:** Services consisting of processing, reviewing, commenting on, taking appropriate action, and transmitting Operations and Maintenance Manuals provided by the contractor to the Tribe.
- 4.7.4 WARRANTY PERIOD:** Continued assistance to investigate contract problems that arise during the warranty period.

## **5. CONTENT AND FORMAT OF PROPOSAL**

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- 5.1 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.
- 5.2 FORMAT.** Proposals shall be prepared on 8.5" x 11" paper, single sided. A proposal submission must include an original and five (5) copies, and an electronic copy on flash drive, of the proposal, including all attachments.
- 5.3 RESPONSE TO INQUIRIES.** Each proposal shall respond completely and accurately to the following questions and requests for information:
  - 5.3.1** 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.
  - 5.3.2** Please provide a brief history and profile of your firm. Indicate the year the firm was established. Provide an organizational chart. Describe the organization, size and structure of your firm, and explain any variation in size over the last five years. State the location of the office from which the work will be done and describe the range of services provided by the local office.
  - 5.3.3** Please describe your firm's experience in providing architectural/engineering services for construction or manufacturing facilities.
  - 5.3.4** Provide resumes of, and relevant background information regarding, each member of the Architectural/Engineering team to be assigned to the Project.
  - 5.3.5** List a minimum of three (3) new construction projects completed by your firm that best represent your firm's ability to complete the *Simpson Electric Company Molding Facility* project described herein, in that they are of similar size, scope, budget, and complexity. For each project, please include the following information:
    - 5.3.5.1** Project name and location.

- 5.3.5.2 Original Target Completion Date and Actual Completion Date. Explain any discrepancies between the two dates.
  - 5.3.5.3 Design time (contract/actual).
  - 5.3.5.4 Budget.
  - 5.3.5.5 Graphic description.
  - 5.3.5.6 Photographs.
  - 5.3.5.7 Total Square Footage.
  - 5.3.5.8 Cost Per Square Foot - Exclude Site Costs and Architectural Fees.
  - 5.3.5.9 Owner Representative services provided, if applicable.
  - 5.3.5.10 Change Order percentage.
  - 5.3.5.11 Problems encountered and solutions devised.
  - 5.3.5.12 Provide a contact name, phone number, and email address for the main point of contact for each project.
- 5.3.6 Describe your firm's approach to accomplishing the Scope of Services as described in Section 4 of this RFP, including, but not limited to: methodology to be applied; and how your firm will meet the needs of the Tribe with respect to this Project. **In addition, set forth the timeline in which you will complete required services.**
- 5.3.7 Explain how your firm meets the qualifications set forth in Section 3 of this RFP.
- 5.3.8 Describe, in sufficient detail, the firm's affiliation or work with any federally recognized Indian Tribes.
- 5.3.9 Provide a minimum of three (3) references who may be contacted by the Tribe. For each reference, include the name, address, email address and telephone number of the point of contact.
- 5.3.10 Describe the liability insurance coverage carried by your firm.
- 5.3.11 If any of the following has occurred with respect to bidder, please describe in detail the circumstances for each occurrence:
- 5.3.11.1 Failure to enter into a contract after having been selected as the successful bidder.
  - 5.3.11.2 Withdrawal of a proposal on any project as the result of an error.
  - 5.3.11.3 Termination of or failure to complete a contract.
  - 5.3.11.4 Involvement in litigation, arbitration, or mediation on any contract.
  - 5.3.11.5 Knowing concealment of any deficiency in the performance of a contract.
  - 5.3.11.6 Submission of a fraudulent or incorrect invoice relating to a contract.
  - 5.3.11.7 Violation of applicable rules, laws, or regulations relating to any contract or project.
  - 5.3.11.8 Debarment from bidding or performing public works projects.
- 5.3.12 Disclose any and all judgments against and/or pending administrative, disciplinary, civil, or criminal proceedings brought against bidder or any of its officers, agents or employees within the last five years, as well as any expected litigation. If any, provide the following information: (1) a clear and concise statement of all allegations against the bidder, its officers, agents or employees; and (2) the status and/or outcome of the proceedings. Disclose all other real or potential financial reversals that might materially affect the viability or stability of the proposing organization.
- 5.3.13 Disclose any existing or potential conflict of interest relative to the performance of services required by any contract resulting from this RFP.
- 5.3.14 The submission of additional pertinent information beyond the requirements of this RFP is acceptable.
- 5.4 **FEE PROPOSAL.** Provide a fee proposal relative to the services described in Section 4 of this RFP. The fee should be a fixed (NOT TO EXCEED) all-inclusive fee to be charged by your firm for provision of the services set forth in Section 4. The fee should include and account for, but need not delineate, all labor, travel expenses, fringe benefits, insurance, overhead, profit, costs and expenses that the firm will incur in providing



the services. Set forth the charge associated with each Phase of the Project.

## **5.5 ACCEPTANCE OF AND EXCEPTIONS TO TERMS AND CONDITIONS.**

**5.5.1** Subject to subsection 5.5.2, next, by submitting a proposal, bidder signifies that bidder acknowledges, accepts and agrees to all terms, conditions and provisions set forth in this RFP.

**5.5.2** If the bidder objects to any term, condition or provision contained in this RFP it shall note an exception to such term(s), condition(s) or provision(s) in a clearly identified separate section of the bidder's proposal. The bidder shall clearly refer to and identify the specific sections and paragraphs excepted and/or not agreed to by the bidder. Any exceptions not clearly identified by the bidder via inclusion in such a separate section shall be without force and effect in any subsequent contract. Any and all exceptions that are contained in a proposal submitted by a bidder in response to this RFP may negatively affect the evaluation of the proposal. A proposal that takes exception to any material requirement of the RFP may be rejected.

**5.6 EVIDENCE OF INTENT TO BE BOUND.** Bidder agrees that bidder's submission of a proposal signifies the bidder's intent to be bound by the proposal submitted by the bidder and the terms of this RFP and that the information provided by bidder is true, accurate and complete.

## **6. GENERAL REQUIREMENTS**

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### **6.1 PAYMENT AND SUBMISSION OF INVOICES.**

**6.1.1** Payment for work performed/services provided by the Architect/Engineer shall not exceed the fixed price set forth in bidder's proposal, or such other fee as shall be agreed upon by the Parties in writing.

**6.1.2** Payment shall be made to the Architect/Engineer based upon progress achieved. The Architect/Engineer must submit invoices in sufficient detail to document the progress of the Project and the work performed. Invoices must contain a description of services performed and the total cost thereof.

**6.1.3** Invoices will not be accepted on more frequent intervals than once per month.

**6.2 INDEMNIFICATION.** The successful bidder (Architect/Engineer) shall agree to indemnify, defend, and hold harmless the Tribe, Simpson Electric Company, Inc., and the Lac du Flambeau Business Development Corporation and their respective governing bodies, directors, officers, appointed officials, employees, agents representatives 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 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 Architect/Engineer, or any failure of the same to comply with any obligations set forth in this RFP and/or any contract by and between the Tribe and the Architect/Engineer. The Architect/Engineer shall, at its own cost and expense, pay all costs incurred by the Tribe in connection therewith. If any judgment shall be rendered against the Tribe in any such action, the Architect shall satisfy and discharge the same without cost or expense to the Tribe. However, this indemnity shall not apply to loss or damage which was caused by the sole negligence or willful misconduct of the Tribe.

### **6.3 INSURANCE.**

**6.3.1** 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:

**6.3.1.1** Professional Liability Insurance: \$4,000,000.00 per claim.

**6.3.1.2** Comprehensive General Liability Coverage: Minimum of \$2,000,000 per occurrence and \$4,000,000 in aggregate for property damage and personal injury.

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

**6.3.1.4** Excess/Umbrella Liability Coverage: \$4,000,000.

**6.3.1.5** 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.

**6.3.2** The bidder further certifies that it will maintain this insurance coverage during the entire term of the contract and that all insurance coverage will be provided by reputable insurance companies acceptable to the Tribe.

**6.3.3** The bidder will furnish to the Tribe's Contract Administrators certificates of insurance prior to commencement of work and, upon request, at any time during contract performance.

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

**6.4** **INDEPENDENT CONTRACTOR.** The successful bidder (Architect/Engineer) shall, in all matters relating to any contract awarded pursuant to this RFP, be acting as an independent contractor. Neither the Architect/Engineer nor any of the Architect/Engineer's owners, officers, members, employees or agents will be an agent, joint venturer, partner or employee of the Tribe, Simpson Electric Company, Inc., or the Lac du Flambeau Business Development Corporation for any purpose, including, but not limited to, the application of the Federal Insurance Contribution Act, the Social Security Act, the Federal Employment Tax Act, the provisions of the Internal Revenue Code and the State Revenue and Taxation Code relating to income tax withholding at the source of income, Workers' Compensation, Unemployment Compensation, employment-related benefits, and third party liability claims. Nothing contained in the contract shall be construed or interpreted as establishing an employer-employee relationship between the Tribe and the Architect/Engineer or any of the Architect/Engineer's owners, officers, members, employees or agents. In that the Architect/Engineer will be an independent contractor, neither the Architect/Engineer nor any of the Architect/Engineer's owners, officers, members, or employees shall have any right or claim against the Tribe for vacation pay, sick leave, retirement benefits, social security, workers' compensation, health or disability benefits, unemployment insurance benefits, or employee benefits of any kind. Further, the Tribe shall not be responsible for withholding taxes with respect to the Architect/Engineer's compensation for services performed under a contract awarded pursuant to this RFP. The Architect/Engineer shall be individually and solely responsible for the timely payment of any and all state, federal, social security and other self-employment taxes that may be owing on amounts paid to the Architect under said contract. The Architect/Engineer will have no authority, actual, apparent, or implied, to act for or on behalf of the Tribe, or to bind the Tribe in or to any contract, agreement or indebtedness, and shall not represent itself as the agent or legal representative of the Tribe. The Architect/Engineer shall perform all services under the contract at the Architect/Engineer's own risk, and the Architect/Engineer shall take all precautions necessary to protect the Architect/Engineer's person and property. The Architect/Engineer shall assume all liability for personal injury to employees or agents of the Architect/Engineer, occurring during the performance of the Architect/Engineer's services.

**6.5** **ASSIGNMENT OF CONTRACT AND SUBCONTRACTING.** No contract between the Architect/Engineer 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. Further, the Architect/Engineer shall not subcontract any of the work, duties or obligations under the contract by and between the parties without the written consent of the Tribe, which consent may be given, withheld, or conditioned in the sole and absolute discretion of the Tribe. Any assignment, subcontract or



delegation in derogation of this provision shall be deemed void. In the event that the Architect/Engineer desires to subcontract some part of the work specified herein, the Architect/Engineer shall furnish to the Tribe the names, qualifications and experience of its proposed subcontractor(s). The Architect/Engineer 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.

- 6.6 COMPLIANCE WITH LAWS.** The successful bidder (Architect/Engineer) 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.
- 6.7 NOTIFICATION OF FULL EEO COMPLIANCE.** The Tribe will not discriminate against anyone on the basis of race, color, gender, sexual orientation, political affiliation, age, ancestry, religion, marital status, national origin, medical condition or disability in any consideration leading to the award of the contract. No qualified disabled person shall, on the basis of disability, be excluded from participating in, be denied the benefits of, or otherwise be subjected to discrimination in any consideration leading to the award of contract.
- 6.8 PROPRIETARY INFORMATION CONFIDENTIALITY AGREEMENT.** The Architectural/Engineering firm and each of its owners, officers, employees, assignees, subcontractors and agents shall agree, and shall execute a Confidentiality Agreement memorializing said agreement, to maintain as confidential, and not to disclose to any third party without the prior consent of the Tribal President or Tribal Administrator, any information of a proprietary nature which the Architectural/Engineering firm learns as part of the necessary process of performing its services and obligations under this RFP and any contract between the Architectural/Engineering firm and the Tribe and/or Simpson Electric Company, Inc. or the Lac du Flambeau Business Development Corporation, other than information (1) which was already public knowledge at the time it was learned by the Architectural/Engineering firm, or which subsequently came into the public domain through no fault of the Architectural/Engineering firm; or (2) which is necessary or appropriate to disclose in order to enable the Architectural/Engineering firm to comply with its obligations under the contract between the Parties. The Architectural/Engineering firm shall expressly agree and warrant that, during the term of the contract, and following expiration of the contract or termination of the contract for any reason or for no reason, the Architectural/Engineering firm and all of its owners, officers, directors, representatives, employees, assignees, subcontractors and agents will continue to hold confidential all proprietary and confidential information with respect to the Tribe, Simpson Electric Company, Inc., and the Lac du Flambeau Business Development Corporation, and their respective members, employees, independent contractors, enterprises and business operations, and shall not (unless permitted in writing by the Tribal President or Tribal Administrator) use, divulge, or disclose to any other person, firm, agent, business or organization any Confidential Information, including, but not limited to, any information concerning the Tribe, Simpson Electric Company, Inc., or the Lac du Flambeau Business Development Corporation, including information pertaining to the services to be performed by the Architectural/Engineering firm; any contract related to the Project; business operations, government, employees, protocols and policies, financial data, and business and operational data plans and strategies of the Tribe, Simpson Electric Company, Inc., or the Lac du Flambeau Business Development Corporation and/or their respective subsidiaries, acquired by the Architectural/Engineering firm or any representative thereof during the term of the contract between the Parties. Furthermore, any information relating to the Tribe, Simpson Electric Company, Inc., or the Lac du Flambeau Business Development Corporation which was collected, recorded, analyzed or otherwise obtained or used by the Architectural/Engineering firm during the term of the said contract shall be construed as exclusively the proprietary property of the Tribe, Simpson Electric Company, Inc., and the Lac du Flambeau Business Development Corporation and subject to the provisions herein unless exempted by the express written permission of the Tribal President or Tribal Administrator.
- 6.9 MARKETING PROHIBITION.** The successful bidder/Architect shall not use the name or logo of, or refer to, the Lac du Flambeau Band of Lake Superior Chippewa Indians or any subsidiary or entity thereof, in any marketing activity, nor will the Architect use said names or references thereto in any endorsement of its firm, company, product, or service, without the written consent of the Tribal President or Tribal Administrator.
- 6.10 GOVERNING LAW AND VENUE.** The successful bidder/Architect 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 Architect 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 Architect and the Tribe shall be the Lac du Flambeau Band of Lake Superior Chippewa Tribal Court.

- 6.11 SOVEREIGN IMMUNITY.** The successful bidder/Architect acknowledges that the Lac du Flambeau Band of Lake Superior Chippewa Indians does not waive its Sovereign Immunity.

**Lac du Flambeau Band of Lake Superior Chippewa Indians  
and  
Simpson Electric Company, Inc.  
RFP for  
Architectural/Engineering Services  
for  
SIMPSON ELECTRIC MOLDING FACILITY PROJECT**

**RFP NO. 24-LDF-017**

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**ADDENDUM NO. 1**

The Request for Proposals (RFP) is modified as set forth in this Addendum. The original RFP Documents remain in full force and effect, except as modified by this Addendum, which is hereby made part of the RFP. Each Respondent shall take this Addendum into consideration when preparing and submitting its Proposal.

| <b>CHANGE NO.</b> | <b>SECTION NO.</b> | <b>DESCRIPTION OF CHANGE</b>   |
|-------------------|--------------------|--|
| 1                 | 6.3.1.1            | <b>Section 6.3.1.1 is amended to read as follows:</b><br><br><b>6.3.1.1</b> Professional Liability Insurance: Minimum of \$1,000,000.00 per occurrence; \$2,000,000.00 aggregate.  |
| 2                 | 6.3.1.2            | <b>Section 6.3.1.2 is amended to read as follows:</b><br><br><b>6.3.1.2</b> Comprehensive General Liability Coverage: Minimum of \$1,000,000.00 per occurrence and \$2,000,000.00 aggregate for property damage and personal injury. |
| 3                 | 6.3.1.4            | <b>Section 6.3.1.4 is amended to read as follows:</b><br><br><b>6.3.1.4</b> Excess/Umbrella Liability Coverage: Minimum of \$4,000,000.00.   |