

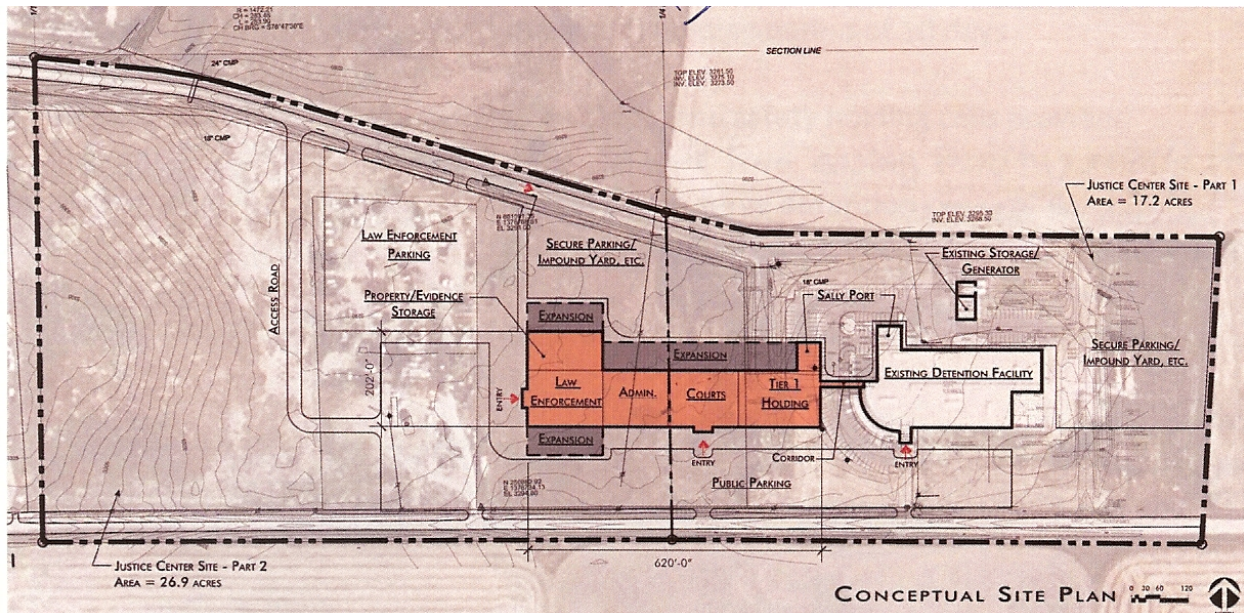


**REQUEST FOR QUALIFICATIONS and PROPOSALS
for
ARCHITECTURAL AND ENGINEERING PROFESSIONAL SERVICES**

for the

**PINE RIDGE JUSTICE CENTER COMPLEX
PINE RIDGE, SOUTH DAKOTA**

Owner: Oglala Sioux Tribe – Department of Public Safety (OST-DPS)



December 2010

TABLE OF CONTENTS

1.0 BACKGROUND INFORMATION..... 3

2.0 PURPOSE OF THIS RFQ 4

3.0 SCOPE OF SERVICES..... 5

4.0 SPECIFICS OF SUBMITTING A RESPONSIVE PROPOSAL..... 8

5.0 SUBMITTAL REQUIREMENTS..... 11

6.0 COMPLETING THE STANDARD FORM 330 (U.S. GENERAL SERVICES ADMINISTRATION) 11

7.0 LIMITATIONS ON PROJECTS— APPROPRIATION FUNDING LIMITATIONS 13

8.0 RIGHTS..... 13

9.0 PROPOSAL EVALUATION PROCESS..... 14

10.0 RFQ PROCESS AND SUBSEQUENT EVENTS 16

11.0 ADMINISTRATIVE RULES GOVERNING THIS RFQ/RFP TERMS 19

12.0 INSURANCE REQUIREMENTS..... 19

13.0 TRIBAL SOVEREIGN IMMUNITY 20

14.0 PUBLIC RECORDS REQUIREMENTS 20

15.0 CONFLICTS REQUIRING CLARIFICATION 21

16.0 ATTACHMENTS AND OTHER RELEVANT INFORMATION..... 21

[ATTACHMENTS](#) See www.beezleymanagement.com/procore.php

1.0 BACKGROUND INFORMATION

The Oglala Sioux Tribe (the “Tribe”) is a federally recognized Indian tribe, which reorganized under Section 16 of the 1934 Reorganization Act (25 U.S.C. § 476) by adopting a Constitution and By-Laws, which were duly approved by the Secretary of the Interior on December 14, 1935. That Constitution states that the Oglala Sioux Tribal Council (“Tribal Council”), is the governing body of the Tribe and it delegates to the Tribal Council the authority to, among others, create subordinate tribal entities and cloak them with the Tribe’s powers and protections, and engage in certain governmental functions.

By enacting Tribal Council Ordinance No. 10-22, the Oglala Sioux Tribal Council, on August 3, 2010, amended the charter of the Oglala Sioux Tribe Department of Public Safety (“OST-DPS”), gave it certain powers and limitations, and appointed a (9) member Board of Trustees (“Board”). That Charter delegated to the OST-DPS the authority to engage in certain governmental functions of the Tribe including, among others, the authority to operate and manage tribal law enforcement, detention, 911 emergency communications, criminal investigations and other public safety services. That Charter delegated to the OST-DPS’ Board the authority to enter into contracts on behalf of the OST-DPS with the United States (including P.L. 93-638 contracts), as well as contracts with other governments, and private individuals and entities. P.L. 93-638 contracts under the Indian Self Determination and Education Assistance Act of 1975 authorize Indian Tribes and organizations to contract and operate federal service programs within the Bureau of Indian Affairs and Indian Health Services.

In lieu of having employees of the United States perform the required work, the OST-DPS has, pursuant to such a P.L. 93-638 contract, stepped into the shoes of the United States, to perform certain design and construction tasks related to the federal construction of a new tribal Justice Center complex of approximately 90,000 square feet (the “Project”). This Project will be located on the trust lands of the Tribe and funded exclusively with federal money. All new structures and infrastructure will belong to the United States or be granted by the United States to the OST-DPS for federal and tribal governmental purposes.

Because the OST-DPS lacks the expertise to perform this work without outside professional assistance, it has contracted with Gruen Associates and its subconsultant Beezley Management (collectively referred to as “Gruen,”) to serve as its’ Construction Manager for the Project.

The project consists of:

1. An approximate 89,517 gross square foot Justice Center containing pre-sentencing holding (aka Tier 1 facilities), law enforcement (police and criminal investigation, law enforcement administrative offices), tribal courts and program support spaces. Detailed space requirements are contained in the approved Program of Requirements (POR) as delivered to the OST-DPS by BIA-OFMC. The new Justice Center will be physically connected to the existing Sentenced Offender’s Facility (SOF) building via a connecting enclosed corridor from the new Tier 1 facilities point to the SOF sally port inmate booking entrance as requested by the BIA-OFMC.

2. The project also includes site development and utilities. Site development includes earthwork, grading, drainage (surface and storm), both new and replaced parking lot(s), new and replaced sidewalks, exterior lighting, on-site hard surface access streets with curb and gutter and regionally appropriate landscaping. Utilities include wastewater (sewer) disposal collection and connection to the existing sewer main which is connected to a sewer lagoon; water distribution system for drinking and fire fighting; LPG gas distribution system and storage tank; three phase electrical distribution system with transformers; telephone system and Information Technology systems in the new Justice Center with connections to the SOF building.

A geothermal system shall be included in the project scope if test results show such a system is life-cycle cost effective and feasible. The design shall adhere as close as possible to the defined gross square feet in the BIA approved Program of Requirements.

3. The project includes an 800 square foot expansion of the existing grounds maintenance building.
4. Staff quarters in several of the Tribe's on-reservation districts. These housing units will be approximately 1,450 to 1,650 sq. ft. *A designer has already been selected for this work.*
5. The communications tower and its equipment building, will be located on a yet to be determined on-reservation site. *This will be a design-build-maintain procurement in 2011.*

For the Justice Center component of the Project, MOA Architecture was retained to perform programming, site evaluation and master planning services. A list of their deliverables that are available to all Proposers to this RFQ/RFP is shown in Attachment "A, Item 5.0"

The documents referenced in Attachment A will be available to all Proposers by following directions set forth herein at Article 10.0 of this RFQ/RFP "RFQ Process."

2.0 PURPOSE OF THIS RFQ

OST-DPS seeks the services of qualified architectural and engineering consulting teams ("Service Providers"), led by architects licensed in South Dakota with expertise in all phases of planning and design of Justice Center Complexes (not housing or communication towers). Architects licensed in South Dakota do not necessarily need to have offices located in South Dakota, as long as the firms can demonstrate their capability to provide effective service to the OST-DPS based on their primary locations, or through business associations with South Dakota practices which are proposed in the Proposals for all phases, or for specific phases of a project. SOQs submitted

must clearly describe and explain joint ventures and other firm associations which are proposed for a project or projects.

This RFQ is the means for prospective Service Providers to submit their qualifications to the OST-DPS, for this project as more fully described in Attachment A, for the services described in this document.

Prospective Service Providers are required to submit separate customized qualifications, including specific teams, for this specific project solicitation. Single, boilerplate-type qualification submissions will be disqualified. Proposals must directly respond to the criteria for qualifications, upon which scores will be assigned and tabulated, as described in section 9 of this RFQ.

3.0 SCOPE OF SERVICES

The scope of architectural, engineering and related services desired for the project described in this RFQ and its Attachment “A” may include some or all of the following services:

- 3.1 **Studies and Reports:** Review previously completed studies and reports as set forth in Attachment “A,” and prepared/managed by MOA Architecture. Review for programming, design and space planning scope and related local, state and federal laws and regulations.

- 3.2 **Architectural and Engineering Design Services:** Provide design services including architectural, structural, civil, mechanical, electrical (including lighting), plumbing, landscaping, food service, and graphics. Provide sustainable and LEEDTM design for certification to current standards for Silver. Provide low voltage system design including fire protection, security, audio-visual, telecommunications and IT-building automation systems integration; acoustical, interior design including furniture selection, specification, bidding and procurement coordination and assistance, and any other design disciplines which may be required to produce a complete and comprehensive design. Building information modeling (“BIM”) and related services which may be required in connection with planning, design and a new building project. Other services that may be requested include but may not be limited to, geotechnical engineering; land surveys; wind engineering; and other, where appropriate. ***Service Provider is solely responsible for code compliance per Sec. 3.3 below.***

All services shall include an evaluation and full coordination and tie-in with and between the existing SOF and the new Justice Center with respect to all disciplines (interior, exterior, sitework, utilities, etc.).

Attachment “D” includes the BIA Approved “Statement of Work” for Design Services for this Project. Proposers MUST REVIEW this document as it will form the basis of the Scope of Work required through this solicitation.

- 3.3 Planning and Building Code Analyses:** Conduct and/or participate in all building and planning code analysis and reviews, including progressive and final analyses prior to design approvals, during coordination with OST-DPS and BIA reviews, and during and after construction.
- 3.4 Cost Analysis and Schedule Planning:** Provide for project cost estimating at the 20%, 40%, 70%, 99% and 100% design milestones using cost breakdown and formats as prescribed by the Construction Manager. Provide life cycle costing, value engineering, constructability reviews, critical path, and scheduling input services to the Construction Manager.
- 3.5 Design Services for Furniture, Fixtures and Equipment:** Provide all services required to properly plan, design, specify and coordinate, select,, bid and install furniture, fixtures, special finishes and equipment, including but not necessarily limited to: interior design, including millwork design and furniture specification, and finished material details.
- 3.6 A/V, Telecommunications, Security, Low-Voltage Systems Design:** Provide all services required to properly plan, design and coordinate new and existing A/V, Telecommunications, Security and related low voltage systems associated with courthouse and detention equipment, including integration as appropriate with building automation system design.
- 3.7 Site Planning and Landscape Architecture:** Provide all services required to properly plan, design, specify and coordinate exterior site design, including grading, parking lots, roads, driveways, hardscape, landscape, irrigation and coordination of underground utilities and/or building structures with landscape and hardscape elements.
- 3.8 Construction Contract Administration:** Consistent with the scope stipulated in the attached contract, provide construction phase services, including (but not necessarily limited to) field administration and observations, RFI and submittal reviews and processing, review of testing and inspection reports required by the bid documents (testing laboratory or construction inspection services are not part of this RFQ), coordination of finishes, furnishings and equipment, evaluation of pricing and schedule impacts for consideration/negotiation of changes, and project contract completion, including punch list, warranty review, preparation of record drawings and closeout.
- 3.9 Building Commissioning:** Participation in development of building commissioning documents and procedures; and participation in commissioning program in connection with sustainable design requirements or as otherwise needed. (Specialized Commissioning agent services are not part of this RFQ).
- 3.10 Move and Occupancy Planning:** Planning, design, and execution of temporary relocation, move planning, and start-up assistance.

- 3.11 Justice Center Design Standards:** All projects shall be designed subject to the Justice Center's Facility Standards "*Bureau of Indian Affairs, Office of Facilities Management and Construction, Justice/Detention Facilities Design Handbook,*" dated July 8, 2010. See Attachment "A" for further information.
- 3.12 Sustainable Design and LEED Requirements:** All projects shall be designed for sustainability and at a minimum to the standards of (and certified as) LEED™ Version 3 Silver rating.
- 3.13 Project Delivery:** Unless otherwise noted, the form of project delivery will be based on a traditional design-bid-build approach with hybrid elements of other delivery methods. Project will include multiple procurements with each being supported by Service Provider in their packaging and preparing bid and contract documents, including owner-direct procurements for FF&E.

4.0 SPECIFICS OF SUBMITTING A RESPONSIVE PROPOSAL

The following materials (“Materials”) shall constitute a Proposal:

4.1 Submittals – electronic and physical copies.

Each Service Provider’s Statement of Qualifications should clearly and accurately demonstrate the specialized knowledge and experience required for consideration. An SOQ consists of (1) a completed Standard Form 330, (Parts I and II); (2) a completed and a signed Qualifications Questionnaire, a blank copy of which is posted in Attachment “C” of this RFQ. SOQs should provide straightforward, concise information that satisfies the requirements noted above and the criteria for point ranking listed below. Extensive color displays, and/or graphics are not necessary. Emphasis should be placed on brevity, conformity to instructions, requirements of this RFQ, as well as the completeness and clarity of content.

Electronic:

Submit three (3) compressed compact disks (please do not submit flash drives), each disk containing a single PDF file containing all of the elements of a complete SOQ as specified immediately above. Place a label on the disks you submit with (1) the name of your organization, the OST-DPS’s RFQ number for this solicitation (PR-JC- RFQ-001).

Physical:

Three (3) physically written, printed and bound copies of your complete SOQ response with all attachments and signatures, (one (1) wet original and two (2) copies is acceptable)

Litigation History Disks:

Submit three (3) disks or flash drives, each containing a PDF file of a written document that provides a listing of any litigation or settlements your organization is/was involved in that arose from or is/was related to claims made with regards to errors or omissions in your provision of architectural and/or engineering services. The history provided shall cover the 10 year period prior to the date proposals are due under this RFQ. Provide any explanatory comments regarding the litigation or settlements you may wish to include. Make certain to cite the manner in which any litigation or settlement was concluded / is being continued. The file submitted must in addition bear a statement affirming and attesting that this is a true and accurate history, this affirmation signed by an authorized officer or legal representative of your organization. Do not include the file of the litigation history on the SOQ disks you submit. Place a label on the disks or drives you submit with (1) the name of your organization, (2) the words “Litigation History”, and (3) the OST-DPS’s RFQ number for this solicitation (PR-JC-RFQ-001). Entitle the actual PDF file submitted on the disk with an abbreviated but easily

recognizable version of this same information, in the same order as requested above.

Do not provide printouts or bound copies of your Litigation History when you submit. Submit only the disks requested above.

Introductory Letter:

Submit a (1) separate written document identifying the individual who will serve as your point of contact for administrative communication with regard to this RFQ, including their address, telephone and e-mail contact information. It is the intention of the OST-DPS that all communication regarding this RFQ will be made through the OST-DPS Construction Manager Gruen Associates. Should the need arise for the OST-DPS to initiate any separate communication addressed to your organization with regards to this RFQ it will be sent to that individual at the e-mail address you specify. This written document should, in addition, reference this RFQ by name and assert and attest that (1) all requirements of the RFQ have been read and understood; (2) the legal agreement posted with this RFQ is completely acceptable to your organization; (3) that the information submitted on your PDF files is true to the best of your knowledge; and (4) that the signatures provided on the PDF files you are submitting have been made by individuals from your organization with the appropriate knowledge and authority to make such assertions. The letter itself should be signed by an authorized officer or legal representative of your organization. Do not include a file of this written document on the SOQ disks or drives you submit, but do submit a PDF file of you're the signed document on the same disks on which you submit your litigation history. Entitle this file with (1) the name of your organization, (2) the words "Introductory Letter", and (3) the OST-DPS's RFQ number for this solicitation (PR-JC-RFQ-001).

4.2 Fee Proposal:

Along with the materials requested in Section "A," above, Service Provider is required to submit along with this RFQ a detailed **fee proposal** for all services to be provided hereinunder.

A fee proposal (which will be utilized in the scored evaluation) must be submitted by each proposer as part of their proposal in a separate sealed envelope. After the preliminary scores are recorded based upon qualification documents and non-price criteria, the fee proposals will be opened privately. The responsive Proposer submitting the lowest Base Price proposal, without consideration of suggested optional or additional services pricing, will receive the total possible points score for the fee proposal category. Thereafter, proposers will receive lower scores depending upon the percentage difference between their price and the lowest price proposal submitted by all Proposers. After the fee proposals are rated and scored, the price scores will be added to the qualification scores to determine the ranking of proposers.

Fee Proposal Form:

The Fee Proposal form must include all costs of performing necessary services according to the Scope of Services included in Section 3.0 to these RFQ-RFP Documents, including costs associated with the administrative and risk responsibilities assigned to the Proposer. Prices shall include all applicable Federal, State and Local taxes (including TERO per Article 4.5 herein), Davis-Bacon Act compliance, duties, costs of insurance, bonds, overhead and profit.

Proposed Staffing Plan:

Shall include Hourly Rates and Reimbursable Cost Schedule for the Scope of Services in Section 3.0, (approximately January 2011 through December 31, 2013) – 36 months.

Staffing Plans shall be in the form of a table/chart for the scope and durations specified indicating, at a minimum, the level of effort (Full Time Equivalent) and hourly rate for each proposed Project position of proposer and its Sub-consultants on a month-by-month basis, for the scope of services established in this RFP and the tasks described in the Project Approach and Services Schedule submitted by proposer.

Estimated Reimbursable Cost Schedules shall depict only those expenditures that are exclusive to and in support of the OST-DPS' strategic plan and as described in the Project Approach and Services Schedule submitted by proposer. The proposed Estimated Reimbursable Cost Schedule shall include document reproduction, communication expenses, delivery services, travel, model making supplies and other expenses incurred for the benefit of the Project.

4.3 Packaging:

With the exception of the materials requested above, do not enclose any other materials with your submission.

Submit all of the disks and written materials referred to above in a single shipping container, labeled with (1) the name of your organization, and (2) the OST-DPS's RFQ number for this solicitation (PR-JC-RFQ-001).

4.4 Submission of Proposals:

See section 10.6 for the address to which your Proposal must be submitted

4.5 Indian Business Preference and Tribal TERO Programs:

The OST-DPS has an Indian Business Preference and Tribal TERO program participation requirement. TERO is the Tribal Employment Rights Office compliance program established by OST-DPS to protect and assert Indian employment and contracting rights for the economic, social and cultural prosperity of the OST tribal and reservation communities. It is through enforcement of the tribal law that TERO hopes to reduce joblessness and raise the standard of living for all enrolled tribal members.

The OST-DPS does not require that your participation forms be submitted with your Proposal. However, submission of your forms and registration in these programs will be required following notification of selection and prior to the signing of a contract with the OST-DPS. Forms are provided herein as Attachments to familiarize you with this requirement and for your later compliance.

5.0 SUBMISSION REQUIREMENTS

- 5.1 In the event that a prospective Service Provider fails to provide the electronic and written proposal as requested in section 4.0, Service Provider will not receive consideration as submitting a complete Proposal under this solicitation and will be disqualified.**
- 5.2** Provide all materials requested directly to the OST-DPS Contract Compliance Specialist, addressed as follows (good for overnight courier as well even though there is a post office PO box listed):

Roxanne Two Bulls
Contract Compliance Specialist
Oglala Sioux Tribe – Department of Public Safety
PO Box 300
4 Way Stop Club Building
Pine Ridge, South Dakota 57770-0300
Tel: 605-867-8120
E-mail: RKTwobulls@OSTDPS.org

6.0 COMPLETING THE STANDARD FORM 330 (U.S. GENERAL SERVICES ADMINISTRATION)

Complete the Standard Form 330 completely, paying particular attention to the following:

- 6.1 Part I (A – D):** Identify organization's point of contact, proposed team comprised of the Architect and only key sub-service providers, Structural, Mechanical, Electrical, low-voltage and LEED/Sustainability (as applicable), and an organizational team chart for the project described in Attachment "A."
- 6.2 Part I (E):** Provide resumes for the key personnel that will constitute the actual team you propose to provide to the OST-DPS the services necessary to complete the project. Include your organization's principal-in-charge for this project, project manager, project architect, and project designer or alternate team roles. For your sub-service providers include principal-in-charge for this project or projects and project engineer (one page per person maximum). In composing your team, the OST-DPS urges that you propose teams and individuals which have the requisite experience for the size, scale and complexity of the subject project, availability during the time frame proposed and in each particular geographical location. In

particular, candidates for project lead/project manager should have the proven, commensurate experience in court or institutional projects, Indian projects, in the proposing organization, or in recent (5 years or less) past employment.

- 6.3 Part I (F):** Provide examples of your organization's projects (no more than five (5) projects) which best illustrate their collective firm, and individual qualifications for the scope and size of the specific project for which you propose to compete. Provide one attached page following the text page for each project for supporting photographs and/or graphics. Indicate any projects accomplished by the staff you are proposing that were conducted while under the employment of others. Project examples cited should be either South Dakota justice center complexes, Indian / tribal institutional buildings of similar complexity, or other Justice or institutional buildings of similar complexity, completed in the last ten (5) years which demonstrate the prospective Service Provider's ability and experience to successfully complete the subject project applied for. Provide Owner's information as a reference contact for verification of firm, team and individual roles and responsibilities for project(s) you have listed. (two pages per project maximum);
- 6.4 Part I (G):** Participation of the key proposed team members in the project examples from Part 1 (F) should be provided. (One page maximum);
- 6.5 Part I (H):** Provide a description of: a) your organization's approach to the design of public or similar institutional buildings, and b) your response to the selection criteria listed in section 9.0 of this RFQ. This section shall be signed by an authorized representative of the proposing organization. (four pages maximum);
- 6.6 Part II:** Provide specific qualifications for the home office and/or branch office(s) and/or combination of single or multiple firm resources which you are proposing to perform the work described in the RFQ. Fill in sections 1 through 9. Part 9 shall indicate current employees by discipline. Section 12 shall be signed by an authorized representative of the proposing organization. Parts 4, 5b, 8c and 11 are not required. If you are proposing that a branch office provide a significant part of the services, provide your proposed plan for managing the project as regards to the roles, relationships and respective responsibilities of the proposing office and the home office relative to provision of the services within the home office, the branch offices of the firm, or both.

7.0 LIMITATIONS ON PROJECTS— APPROPRIATION FUNDING LIMITATIONS

- 7.1** If a prospective Service Provider wishes to participate in this RFQ, but already has major capital work with the OST-DPS, that Service Provider will not be precluded from consideration for additional work under this solicitation provided that the OST-DPS makes a determination that the Service Provider has the requisite resources to complete the work as will be determined subject to the criteria for selection under section 9 of this RFQ.
- 7.2** It is the intention of the OST-DPS to contract with the selected firms for all phases of the project described. However, the OST-DPS can only authorize work for a phase or phases of work subject to appropriation under the respective budget act. As previously noted, all of the projects included in this RFQ have received an initial funding appropriation from the Department of Interior – Bureau of Indian Affairs. All future phases of work may similarly be subject to budget appropriations in future fiscal years. OST-DPS cannot guarantee the amount or duration of the work. Prior to the time a contract is executed the project descriptions provided here are subject to change at the sole discretion of the OST-DPS, and without any penalty or damages due to Service Provider.

8.0 RIGHTS

- 8.1** The OST-DPS has the right to reject any and all Proposals that are not provided on or before the due date and time or that do not conform to the requirements of this RFQ.
- 8.2** The OST-DPS has the right to issue RFQs for the same or similar projects, in the future.
- 8.3** If, prior to the signing of the contract for an awarded project, the proposing entity changes its business ownership or the OST-DPS determines a prospective Service Provider's proposed personnel or the subcontractors specified in the Proposal or subsequently agreed to during the interview process have substantially changed, the OST-DPS reserves the right to terminate the intent to award a contract.
- 8.4** This RFQ and the Proposals provided as a result of it shall in no way act to form an agreement, obligation, or contract. In any event and regardless of circumstances in no way shall the OST-DPS or the OST be held responsible for any loss of profit or any costs or expenses incurred or experienced as a result of a prospective Service Provider's preparation and provision of Proposal(s), or participation in interviews.
- 8.5** One copy of each Proposal submitted will be retained for official files.

9.0 PROPOSAL EVALUATION PROCESS, INTERVIEWS, AND SELECTION OF SERVICE PROVIDERS FOR PROJECT

- 9.1 Upon Submissions being received, an evaluation team will be assigned by the OST-DPS. The evaluation team will be comprised of two OST-DPS staff reviewers, as well as representatives of the OST DPS Construction Management team.
- 9.2 The evaluation team will initially determine if the Proposal submitted conforms to the requirements of this RFQ. Prospective Service Providers that submitted Proposals failing to meet RFQ requirements will, as soon as practicable, be notified in writing by e-mail.
- 9.3 The evaluation team will evaluate and grade the remaining Statements of Qualifications each to be weighted as indicated. In the process of grading the Proposals submitted, OST-DPS Staff may contact previous Clients and Owners listed in Part 1 (F) of the Standard Form 330 to verify the experience and performance of the prospective Service Provider, their key personnel, and their key sub-service providers, as appropriate.
- 9.4 Criteria for Evaluation of Proposals and Interviews. OST DPS reserves the right to alter the evaluation weighting of the qualifications at its discretion and without notice.

WEIGHT	QUALIFICATIONS TO BE EVALUATED
40%	<p>Design Experience</p> <p>Specific experience of the proposed team and its key individuals in the development of high quality buildings for justice center complexes or other similar program intensive public/institutional buildings of similar size, complexity and cost, during the past ten years, as evidenced by awards from third party organizations for completed projects; teams with long-term experience together; documented and proven successful design solutions.</p>
20%	<p>Technical and Project Execution Capabilities Expertise</p> <p>Demonstrated experience and expertise of the proposed team to deliver high quality construction documents, and specific aspects of institutional building, including (but not necessarily limited to), building Mechanical/Electrical/Plumbing (MEP) and structural engineering design, interior design, site design and LEED TM standards and processes, as evidenced by documentation of completed projects which accomplished specific technical goals, such as LEED or otherwise unique and particular mechanical, electrical, structural and other systems, etc.</p> <p>The OST-DPS's evaluation of prospective Service Provider's ability to actually provide all the requisite resources needed to complete the project, taking the OST-DPS's scheduled expectations of the time frames for project</p>

execution into effect, as evidenced by a list of staff in specific locations who will be assigned to the proposed project.

15%

Project Management

Specific experience of the proposed project manager in managing individual public/institutional projects of similar size, complexity. Prospective Service Provider's record and systems for providing and maintaining high quality consulting services and design/contract documents to its clients, and in construction contract administration, and for budgetary and scheduling management, as evidenced by projects which have bid on or below budget; been completed on or ahead of schedule; specialized documentation of successes in management of scope, cost and time parameters for completed projects, etc.

10%

Fee Proposal

5%

Geographic Breadth of Service/Specific Local Knowledge

Ability of the firm to provide service in the geographical location of the project, given the firm's proposed resources and by demonstration of specific knowledge of the project geography, culture, and local requirements.

5%

Specialized Expertise

Specialized expertise in justice center design and engineering; and any other particular technical specialty associated with a given building project, as evidenced by specific examples of that expertise.

5%

Local Indian Preference

Certified Indian-Owned businesses with a Principal place of business located on the Oglala Sioux reservation in Pine Ridge, South Dakota will receive the maximum points for this category. Certified Indian-Owned businesses by a member of the Oglala Sioux Tribe, irrespective of where the Principal place of business is located, will receive points for this category.

- 9.5 Based upon this initial evaluation, the OST-DPS will select a list (estimated at 3 in number) of short listed firms for the project. The selected firms may be invited for in-person interviews.
- 9.6 Following the interviews, if scheduled, the evaluation team will, taking the results of the interview into account, and using the assigned weights, determine the highest ranking prospective Service Provider, who will be selected for the project. If the OST-DPS and the firm selected for a project have not come to an agreed to price and a fully developed Statement of Work within 60 days from the day of posting of the selections, the OST-DPS has the right to discontinue discussion with that firm and proceed with the next highest ranked firm.

10.0 RFQ PROCESS AND SUBSEQUENT EVENTS

- 10.1 This RFQ process and the RFQ Schedule are subject to change at any time. RFQ/RFP documents, along with any administrative changes, will be posted to the Project website accessible at www.beezleymanagement.com. From this website home page, click on the tab called “Resources” and then “Project Mgmt Software” to find the Procore Portal (project management system registration link). Following these directions will give Proposers access to the RFQ/RFP and all related documents. In addition, any questions pertaining to the RFQ/RFP can be forwarded to the Construction Manager pineridgecm@beezeleymanagement.com

Prospective participants are urged to consult website in a timely manner to remain apprised of any updates and/or changes. Staying abreast of changes in the RFQ is the sole responsibility of the prospective Service Provider.

RFQ SCHEDULE OF MILESTONE ACTIVITIES:

Advertising of Design Services Request for Proposal and availability of RFQ publicly	12/08/2010
Pre-Proposal Teleconference/Web conference 2pm MST	12/17/2010
Deadline for Questions/RFI's Related to RFQ 5pm MST	12/20/2010
Issuance of Final Addenda incl. Q&A for this RFQ 5pm MST	12/23/2010
Proposal Due Date 5pm MST	1/07/2011
Selection of Shortlisted 3 Firms	1/12/2011
Interviews of Shortlisted 3Firms (if necessary)	1/17/2011
Selection of Successful Firm	1/19/2011
Anticipated Contract Award with Successful Firm	1/21/2011

- 10.2** Prospective Service providers may submit written questions to the OST-DPS Construction Manager via e-mail which must be sent to pineridgecm@beezleymanagement.com. Questions must be submitted no later than 12/20/2010 at 5pm (MST). The OST-DPS will post answers to the questions submitted as well as any necessary clarifications and addenda to this RFQ on the Project's website posting pertaining to this solicitation by 12/23/2010. If, as a result of a question submitted, the OST-DPS deems it necessary to modify this RFQ, the OST-DPS will post clarifications and addenda to this RFQ on the Project's website posting pertaining to this RFQ.
- 10.3** On 12/17/2010 at 2:00 pm (MST), a web based teleconference may be held to review the published RFQ and to provide overall summary answers to any frequently submitted questions or other questions that appear to be of particular importance or interest. Details regarding the website for the teleconference and how to obtain access codes and telephone number for the call will be provided to those entities that send in a request by 12/16/2010 to pineridgecm@beezleymanagement.com or call the Construction Manager at 818-591-8555. Due to the limitations of the teleconference format, the OST-DPS is not bound by the verbal comments provided during the teleconference. If a prospective Service Provider requires a binding answer, the question must be submitted in writing as detailed above.
- 10.4** Proposals to be submitted may be sent by US mail, express mail, courier service of the prospective vendor's choice, with return receipt obtained to verify sent date and time status. E-mail and/or fax submissions are not acceptable.
- 10.5** All of the materials required in section 4 of this RFQ ("Materials") are due on 1/07/2011 by 5:00 pm (MST), or as said schedule is subsequently modified via changes posted to the Project's website. It is the sole responsibility of the prospective Service Provider to ensure that the Proposal reaches the OST-DPS on or before the date and time specified. Submittals received after the deadline will be rejected without review. With the exception of Proposals delivered by hand, the OST-DPS provides no receipts nor makes any notification of its receipt or failure to receive any Proposal, and participants are requested to refrain from inquiring about this matter.
- 10.6** Submissions must be sent to: (good for overnight courier as well even though there is a post office PO box listed)

Roxanne Two Bulls, Contract Compliance Specialist
Oglala Sioux Tribe – Department of Public Safety
PO Box 300
4 Way Stop Club Building
Pine Ridge, South Dakota 57770-0300
Tel: 605-867-8120
E-mail: RKTwobulls@OSTDPS.org

(Indicate RFQ No. and Name of Firm in lower left corner of packaging)

- 10.7** As already discussed in detail in section 9 above, after an initial evaluation of the received Proposals for compliance with the requirements of this RFQ, a short-list of three (3) qualified firms will be established for the Project.
- 10.8** The OST-DPS Construction Manager will notify the short listed firms by telephone and email of their selection for interview. The Construction Manager will also provide those firms on the short-list with their interview time and location, which shall be in offices of the OST-DPS, or at the location specified. Of particular importance and interest at the interviews is attendance by the prospective Service Provider's specific proposed principal, project manager, project designer and/or project architect, as well as any other key service provider or service providers whose attendance will inform the interview and contribute to the final selection.
- 10.9** It is the intention of the OST-DPS to proceed with the project with the prospective Service Provider staff and subcontractors specified in the Proposals submitted. However, during the interviews, the OST-DPS may request a mutually agreeable equivalent substitution for any one or more of the prospective Service Provider's staff and sub-service providers originally proposed as part of the prospective Service Provider team that will execute the project. If a prospective Service Provider is selected for the project, prospective Service Provider is advised that the OST-DPS shall have the right to approve the selection of other sub-service providers not designated in your Proposal.
- 10.10** Once the interviews have been completed and a selection made, the selected firm will be informed by OST-DPS Construction Manager of the decision.
- 10.11** Following selection, the OST-DPS's Construction Manager will contact the firm and immediately proceed with the negotiation of the contract fee and execution of the contract.
- 10.12** If a satisfactory Agreement regarding services and fees cannot be reached between the OST-DPS and the first ranked prospective Service Provider within 15 calendar days after notification of prospective Service Provider selection, the OST-DPS reserves the right to assign any project to another qualified prospective Service Provider, according to the results of the final ranking of firms for each project.
- 10.13** Throughout this solicitation process, if there is any need for communication with the OST-DPS' Construction Manager with regards to any aspect of this RFQ, such communication must be in writing, and submitted as e-mail to pineridgejcm@beezleymanagement.com. With regard to the details of this project or this RFQ/RFP, prospective Service Providers and their sub-service providers **must not communicate on these topics directly with OST-DPS or Justice Center personnel or other OST-DPS consultants** associated with the subject projects. **Violation of this restriction may disqualify a firm from consideration.**

11.0 ADMINISTRATIVE RULES GOVERNING THIS RFQ—CONTRACT TERMS

This solicitation (the “RFQ”) (including, without limitation, any modification made thereto in the course of the solicitation), the evaluation of materials to be submitted in response to this solicitation (the “Proposal(s)”), the selection of any service provider for a project, and any issues to be raised with regards to this solicitation or to these Administrative Rules Governing Requests for Proposals themselves (the “Administrative Rules”) are governed solely by these Administrative Rules. By the act of submission of a Proposal, prospective Service Providers agree to be bound by these Administrative Rules. If a prospective Service Provider has objections to the Administrative Rules or any other objections to this RFQ, they must be dealt with in accordance with the provisions of the Administrative Rules, which are attached hereto as Attachment “B.”

The provision of these Services will be subject to a written and signed professional services Agreement with the OST-DPS. A copy of the Standard Agreement for professional services performed by architects and engineers is posted with this RFQ. The Standard Agreement is provided to allow prospective Service Providers to familiarize itself with the Standard Agreement’s terms and structure. The OST-DPS will modify the Statement of Work of the Standard Agreement to account for any differences in the services to be provided for individual projects.

12.0 LIMITS OF PROFESSIONAL LIABILITY INSURANCE COVERAGE APPLICABLE TO PROJECTS COVERED BY THIS RFQ

The legal Agreement published as part of this RFQ includes professional liability insurance requirements. It is the policy of the OST-DPS to require architects and engineers contracted to provide services to maintain professional liability insurance. The limits of liability required for this contract shall be \$5 Million professional liability with a deductible no greater than \$25,000 and a coverage duration of not less than 5 years after completion of all services required by Service Provider.

The OST-DPS does not require a selected Service Provider to have each of its subconsultants maintain professional liability insurance limits equal to those required of the Service Provider. The insurance required of subconsultant is a business decision between the Service Provider and its subconsultant.

Service Provider shall agree to the following Indemnity language in the attached Design Services Agreement:

“Subject to any limitations on liability contained in this Agreement, and to the extent of insurance coverage required under this Agreement, Service Provider agrees to indemnify, defend and save harmless the OST-DPS, the Oglala Sioux Tribe, its Construction Manager, and each of their respective officers, directors, employees, affiliates, agents and representatives from and against expenses, liabilities, damages, claims, suits, actions, judgments and costs whatsoever (including reasonable attorney’s fees) to the extent that they arise out of, or in connection with, any claim or action based on (i) Service Provider’s negligence or misconduct; or (ii) breach of any representation, warranty or agreement of Service Provider made hereunder; or (iii)

or any other action taken by Service Provider, or one of its subcontractors, agents or representatives. The provisions of this Paragraph shall survive the termination or expiration of the Agreement.”

13.0 SOVEREIGN IMMUNITY

No Waiver of Immunity of the Tribe. Nothing contained in this RFQ/RFP or any subsequent Agreement with Service Provider is or may be construed to be a waiver of the sovereign immunity of the Oglala Sioux Tribe or any of its officers, employees, agents or subsidiaries, other than the limited waiver of the sovereign immunity of the OST-DPS described herein.

It is understood and Proposers expressly understand and agree by submitting a Response to this RFQ/RFP that waivers of sovereign immunity by OST-DPS must be expressed, unambiguous and narrowly construed. With this specific understanding, OST-DPS expressly and irrevocably waives its immunity from suit as provided for and limited by the following conditions with Proposers (and ultimately with the successful Service Provider):

- a. Time Period: The waiver granted herein shall commence upon the execution of an Agreement by the Service Provider and OST-DPS for the Services set forth hereinunder and shall continue for three (3) years following expiration, termination or cancellation of said Agreement, but shall remain effective for the duration of any mediation, arbitration or litigation proceedings then pending, all appeals therefrom, and except by subsection 13(A)(ii) below, to the full satisfaction of any awards or judgments which may issue from such proceedings, provided that an action to collect any judgments legally awarded pursuant to this Section have been filed within eighteen (18) months of the date of the final judgment.
- b. Limitation Upon Enforcement: Any damages awarded against OST-DPS resulting from a dispute under the design services Agreement with the successful Service Provider and OST-DPS shall be satisfied solely from the monies contained in an escrow account that will be set up and funded in an amount equal to the fees negotiated and established by a design services Agreement. In no instance shall any enforcement of any kind whatsoever be allowed against any assets of OST or OST-DPS other than those specified in this subsection.

14.0 REQUESTS FOR PUBLIC RECORDS; CONFIDENTIAL OR PROPRIETARY INFORMATION

The OST-DPS is its own sovereign nation and is not bound by the rules or laws of the State of South Dakota with respect to this RFQ. If a request is made to the OST-DPS for access to documents or materials related to this RFQ, the OST-DPS will determine whether such documents or materials, in whole or part, are subject to disclosure under the applicable tribal law or other applicable law and inform the inquiring party. If subject to disclosure under the applicable law, the OST-DPS will proceed to disclose the documents/materials as public records.

15.0 CONFLICTS REQUIRING CLARIFICATION

Should Proposer find any conflicts within these RFQ/RFP documents requiring clarification or guidance, it is Proposer's responsibility to seek out clarification through the Request for Information (RFI) process. Deadline for submitting questions to Construction Manager for clarification is 5:00 pm MST on December 20, 2010.

In the event that Proposer has failed to seek clarification or any conflict survives after the RFI process in these RFQ/RFP documents, OST-DPS expressly reserves its sole right to determine the requirement to which Proposer shall be bound thereafter.

16.0 ATTACHMENTS AND OTHER RELEVANT INFORMATION

ATTACHMENTS LISTING

- Attachment "A" MOA Planning Report and Deliverables (Section 3 Above)
- Attachment "B" BIA/OFMC Administrative Rules Governing the RFQ/RFP
- Attachment "C" Consultant Qualifications Questionnaire
- Attachment "D" Statement of Work – Part A for Public Law 93-638 Design and Construction Contract between the BIA-OFMC and the OST-DPS (Contract CTA-06X32007)
- Attachment "E" Sample Design Services Agreement: AIA - B141, modified for use on federally funded projects with BIA/OFMC
- Attachment "F" Draft Preliminary Cost Estimate (4/10/10 Scoval Mgmt) - \$33M Total Costs
- Attachment "G" Preliminary Project Schedule
- Attachment "H" GSA Form 330 Parts I and II (with Instructions)
- Attachment "I" Indian Preference and Tribal TERO Program Description
- Attachment "J" Public Law 93-638 Agreement between OST-DPS and BIA/OFMC