

DCM RFQ #: 2026-020
Date Posted: 09/21/2026

**Request for Qualifications (RFQ)
for
Architectural & Engineering Design Services
for
Perdido River Farms Feeding Facility and Site Improvements**



PREPARED BY:

**Poarch Band of Creek Indians
Facilities Department
5811 Jack Springs Road
Atmore, AL 36502**

September 8, 2026

Request for Qualifications

Background

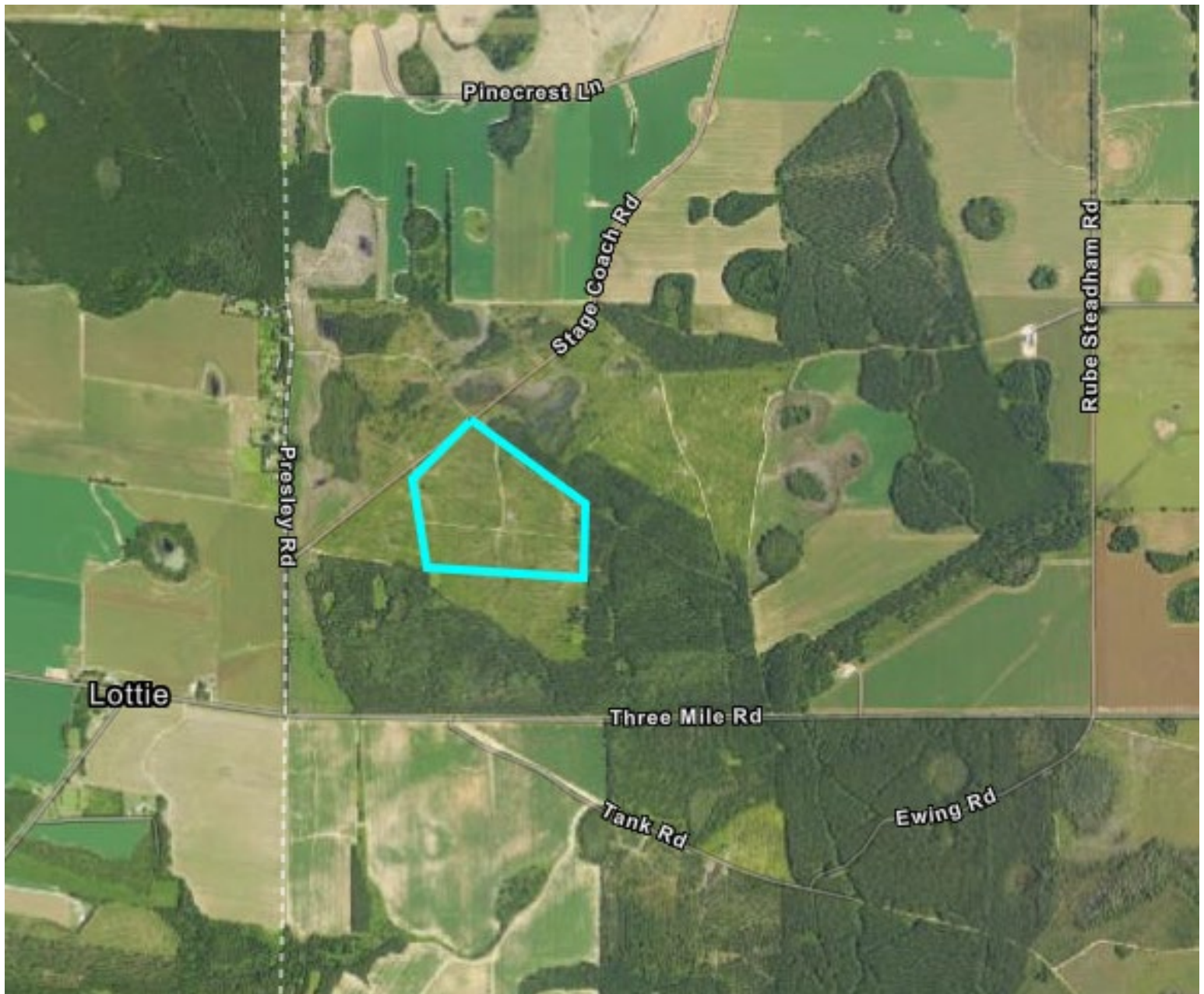
The Poarch Band of Creek Indians (PBCI) is the only federally recognized Indian Tribe in Alabama. The Reservation is located approximately eight miles northwest of Atmore, Alabama in rural Escambia County. The Tribal Council desires to design and construct a new approximately 56,520 sq ft Feeding Facility, office space/control center facility approximately 1,200 sq ft, well and water distribution system, utility infrastructure and commodity barn approximately 6,000 sq ft and approach pad and incinerator. The facility and design must meet NRCS standards and specifications for planned practices, located at <https://efotg.sc.egov.usda.gov/#/state/AL/documents/section=4&folder=-3>. In addition, the proposed facility shall be designed to support feed-out operations for up to 999 head of cattle. The new Feeding Facility is anticipated to be constructed on or near fee land owned by the Tribe along 3 Mile Road, with the final site location to be confirmed during the design process.

SECTION 1 - Purpose for RFQ

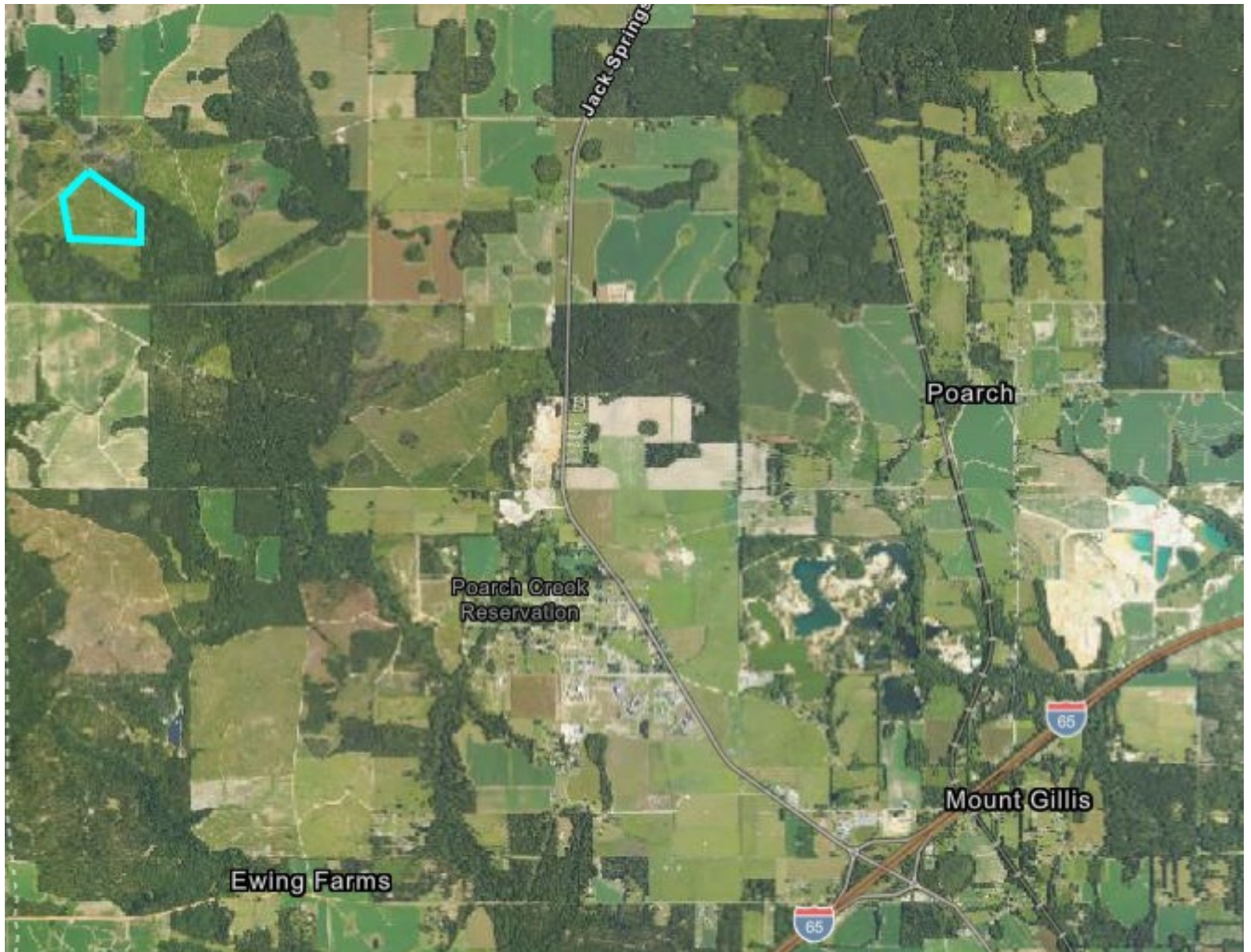
The Poarch Band of Creek Indians invites the submittal of responses to this Request for Qualifications (RFQ) from qualified firm(s) interested in providing architectural and engineering services in connection with the design and planning of a new feed barn and infrastructure build out, to be built on or near the PBCI reservation. Architectural & Engineering firm(s) must be licensed or be able to obtain licensing before entering a contract and in good standing with the State of Alabama. There will not be a proximity requirement to the location of the PBCI reservation. The firm must be able to demonstrate the ability to perform the specified scope of work. The project will be funded through a combination of sources, including but not limited to federal funding through a Tribal Alternative Funding Arrangement for the Environmental Quality Incentives Program under Subtitle D of Title XII of the Food Security Act of 1985, as amended by the Agriculture Improvement Act of 2018. The selected Architect will assist the Tribe in determining the building location, needed utility infrastructure, programming, and produce alternate renderings of the proposed facility to be presented to Tribal Council for review and approval. Upon approval from Tribal Council, the architect will develop construction plans, assist in bidding, and perform construction management services for the duration of the project.

SECTION 2 - Project Location

The project area is located on or near the reservation in Atmore, Escambia County, AL. The aerial photograph below provides a general location for the proposed new facility. The exact location will be determined during the design process.



Perdido River Farms Feeding Facility and Site Improvements
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SECTION 3 - Scope of Services

The selected Architectural & Engineering firm will be required to perform the basic architectural and engineering services required to complete the project. The resulting contract will include but not be limited to the following: programming, schematic design, production of computer-generated renderings, and cost estimates for each submittal of project documents. The selected Architect will assist the Tribe in determining the building location and produce alternate renderings of the proposed facility to be presented to Tribal Council for review and approval. Upon approval from Tribal Council, the architect will develop construction plans and specifications, assist in the bidding process to include updating construction documents and incorporations of addendums and RFI responses, obtain all required permits for construction, and perform construction management services for the duration of the project. The selected Architect will be required to retain and be responsible for all basic engineering disciplines such as mechanical, electrical, IT, plumbing, fire protection, landscape architecture, civil engineering, geotechnical engineering, and structural engineering as appropriate for the Scope of Work. The Architect is also required to identify and select the appropriate sub-consultants; however, PBCI reserves the right to approve proposed sub-consultants that will be associated with each project. NRCS planned practices are to include, but not limited to 309, 313, 316, 367, 371, 516, 520, 533, 558, 561, 606, 614, 620, 629, 632, and 634. Specifications for each practice can be found in the [Alabama Field Office Technical Guides](#).

3.1 Deliverables

The deliverables that the Architect shall provide the Tribe include but are not limited to the following:

- Schematic Design: PDF files of all design files at 30%, 60%, 90%, and final completion
- Architectural Renderings: PDF files of all documents
- Final Design Documents: PDF files of final design documents
- Bid Documents
- Permitting: Applications for and approval of all necessary permits to construct the project
- Closeout Documents: Typical closeout documents such as, as-built drawings, warranties, inspection reports

SECTION 4 – Procurement Process

4.1 Acknowledgement of RFQ

Each Proposer must provide the Tribe after receipt of this RFQ, an acknowledgement that they have received this RFQ and intend to submit a fully compliant SOQ. Such acknowledgement shall identify and provide full contact information for the Selected Architect's contact, who shall be the Selected Architect's single point of contact for the receipt of any future documents, notices, and addenda associated with this RFQ. Such acknowledgement must be sent via email to:

Rebekah Patti, Senior Buyer
rpatti2136@pci-nsn.gov

4.2 Procurement Schedule

The following tentative schedule has been prepared for this project. A pre-qualifications meeting is not scheduled to be held at this time. Should a meeting be scheduled, the invitees will be contacted with the date and time. Persons wishing to visit the sites should contact John English, Director of Perdido River Farms, to arrange a date and time at (251) 253-9256 or by email at jenglish@pci-nsn.gov.

Issue Date:	September 8, 2026	
Questions for Clarification Deadline:	October 01, 2026	5:00 P.M. CST
Submittal Deadline:	October 09, 2026	5:00 P.M. CST

4.3 Electronic Submittal Place and Deadline

All SOQs and accompanying documents must be submitted by email only to: **rpatti2136@pci-nsn.gov** and received by the Procurement Department no later than the Submittal Deadline stated in Section 4.2, or as modified by written Addendum. The email subject line must read: SOQ Submission – Perdido River Farms Feeding Facility and Site Improvements. The submission must identify the Proposer’s legal name, primary contact person, phone number, email address, and State of Alabama license number, if applicable. The SOQ must be submitted as one searchable PDF unless file-size or technical limitations require multiple PDF files. Oral, telephone, facsimile, hard-copy, hand-delivered, courier, or mailed SOQs will not be accepted unless otherwise authorized in writing by the Tribe. The Proposer is responsible for submitting sufficiently early to account for file-size, transmission, delivery, or other technical issues. SOQs received after the deadline may be deemed nonresponsive and may not be considered.

No Proposer may submit more than one SOQ. Multiple SOQs under different names will not be accepted from one Architectural & Engineering Firm or Association.

4.4 Submission Content

The content requirements set forth in this RFQ represent the minimum requirements for the SOQ. It is the Proposer’s responsibility to include sufficient information in its submittal to address all aspects of the required content and demonstrate to the evaluation team the Architect’s understanding of and approach to the Project.

Responses must include the following:

- A. **Architectural & Engineering Firm Information:** Legal name, address, telephone number, and State of Alabama license number; or, if the firm is not currently licensed in Alabama, proof of application to the State of Alabama for reciprocity or licensing.
- B. **Professional Qualifications:** Qualifications and professional license numbers of the professional personnel proposed to be assigned to the project.
- C. **NRCS Technical Service Provider Certification:** Proof of current certification through the Natural Resources Conservation Service (NRCS) as a Technical Service Provider (TSP) for, at a minimum, Conservation Practice Standards 309 and 313.
- D. **Relevant Project References:** References from at least three (3) clients for whom the firm has provided architectural or engineering services for cattle feed barns within the past five (5) years.
- E. **Firm Capacity and Workload:** Present and projected workload for key project staff, including the firm's ability to provide adequate personnel and resources to perform the required services.
- F. **Related Experience:** Description of related experience on similar projects, including the project name, client, scope of services provided, and name and telephone number of a point of contact.
- G. **Professional References:** Contact information for an official or representative who is knowledgeable about the Architectural & Engineering Firm’s overall work and professional qualifications and who is not already listed as a project reference under Item D or Item F.

H. Prior or Current Work with the Poarch Band of Creek Indians: If applicable, provide information regarding any recent or current work performed for the Poarch Band of Creek Indians. Prior or current work with the Poarch Band of Creek Indians is not required.

I. Proposed Project Approach and Schedule: Description of the firm's proposed approach and methodology for performing the required services, including anticipated activities, key milestones, proposed sequencing, and how the firm intends to address the project requirements.

4.5 Proposal Format and Qualifications Content

The Proposer must include the following information in the order listed:

A. Cover Letter (0-5 points)

The cover letter shall not exceed two (2) pages in length. It shall include a commitment of the Project Design Team key personnel for the entire duration of the project. The cover letter should also include full Architectural & Engineering Firm name, address, phone number, State of Alabama license number, and the contact information (name, mailing address, email address, fax number, and the telephone number) of the person whom the Tribe should contact regarding the SOQ. The person authorized by the Architectural & Engineering Firm to negotiate a contract with the Tribe shall sign the cover letter.

The cover letter should contain the following statement:

The undersigned, whose title and position with the Architectural & Engineering Firm are stated next to or beneath his or her signature, has the authority to submit this SOQ (including this cover letter) on behalf of the Architectural & Engineering Firm in response to the Poarch Band of Creek Indians' RFQ.

Unless otherwise clearly stated in this response to the RFQ, our SOQ accepts the terms and conditions stated in the RFQ, including the description of services to be performed and the provisions of the contract to be signed.

The cover letter should list the addendum(s) that the Tribe issues for this RFQ, with a statement such as the undersigned candidate has read all the addendums issued by the Tribe for this RFQ, through and including Addendum(s) No. _____. Dated _____. In those blanks, the candidate should list the number and dates of the addendums that were issued.

B. Team Structure & Organization (0-15 points)

The proposal shall demonstrate the respondent's understanding of the project scope and the design and engineering service requirements. It shall include a description of the proposed project design team structure and an organizational chart. Describe the relationship between the Architect and any proposed consultants. Clearly identify by listing the services to be performed by the Architect's in-house staff and the services to be performed by outside consultants, and indicate the percentage of time each project design team member will allocate to the project for each phase of design and construction.

C. Project Design Team Experience (0-20 points)

Provide descriptions of relevant similar completed projects on which the proposed Project Design Team members have worked together and performed comparable design, engineering, and construction

administration services. Identify the design team members and their respective disciplines. Include a brief description of the project, the scopes of services provided, project location, contact information for the client and general contractor, square footage, construction cost, change order percentages for Owner initiated and Contractor initiated change orders, the completion date, and whether the project was completed on time and within the Owner's budget.

D. Experience of Project Design Team Members (0-20 points)

Provide resumes and qualifications for the proposed Project Design Team members. Describe their professional experience with relevant previous projects of similar scope and complexity and identify their individual roles and responsibilities for those projects. Also, define the roles and responsibilities that will be assigned to each design team members proposed for our project.

E. Methodology and Approach (0-5 points)

Describe the methodology and approach for how your firm works with clients to research and determine the project goals and requirements, develop the program, design the project, and perform construction administration services. Describe established project controls to substantiate that your firm and the proposed project design team has the qualifications, competence, experience, capabilities, and support systems in place to meet and exceed the project goals within the agreed upon schedule and development budget.

F. Project Administration (0-10 points)

Describe the manner in which the project design team will provide architectural and construction administration services for the project. Describe the means and methods that will be utilized to address

submittals, substitution requests, questions, field related issues, constructions changes, and cost changes, especially for things that might potentially affect the budget, critical path, and completion date.

G. Quality Assurance and Coordination (0-5 points)

Describe in-house protocols and procedures that will be used to assure the accuracy and coordination of design disciplines and construction documents by the architect and its consultants. Specifically address how work of any Owner provided consultants will be coordinated and integrated into the project design team.

H. References (0-5 points)

Provide contact information for three (3) client references for similar projects completed within the past five (5) years. Additional references may be included but should be identified as "additional references".

I. Litigation (0-5 points)

Provide a list of all litigations relating to a dispute with an Owner or a General Contractor for which the Architect or any of its proposed Consultants is currently involved or has been involved within the previous five (5) years. Describe the basis for the dispute, the resolution, and the judgment.

J. Native American Indian Preference (0 or 10 points)

The Poarch Band of Creek Indians, a federally recognized Indian tribe, has an established Indian preference policy. Accordingly, preference will be given to Tribal Member owned firms or Indian owned firms by

allocating 10 points to Proposers possessing said status. Documentation must be included in the Proposer's submission to establish status as a TERO Certified Business or a business of which Tribal Member(s) or Indian(s) own, operate, manage and control interests meeting or exceeding fifty-one percent (51%), as determined or verified by TERO.

Appendix A – Resumes of Key Project Individuals

Appendix B – Certificate of Authorizations and Individual Professional Licensing

Appendix C – Insurance Documentation – see Exhibit A for detailed information

Appendix D - Additional Information Exhibit

4.6 Communications

All communications shall be submitted in writing, by email, and shall specifically reference the RFQ. All questions or comments should be directed to the Tribe as follows:

Rebekah Patti, Senior Buyer
Poarch Band of Creek Indians
5811 Jack Springs
Atmore, Alabama 36502
rpatti2136@pci-nsn.gov

No oral communications shall be binding. Contact with any Tribal Council members or employees of the Poarch Band of Creek Indians concerning the Project during the procurement process is not permitted, other than during required meetings and/or interviews conducted by the Tribe. A violation of this provision may result in disqualification of the respondent's SOQ.

4.7 Ex Parte Communications

Please note that to insure the proper and fair evaluation of a submittal, the Tribe prohibits ex parte communication (i.e., unsolicited) initiated by any respondent to any Tribal Official or Tribal Employee concerning this RFQ prior to the time a decision has been made. Communication between respondent and the Tribe will be initiated by the Procurement Officer, in order to obtain information or clarification needed to develop a proper and accurate evaluation of the SOQ. Ex parte communication may be grounds for disqualifying the offending respondent from consideration or award of the SOQ then in evaluation or any future SOQ.

4.8 Clarification

Respondents requiring clarification or having a dispute with these documents must advise the Procurement Officer of the nature of the required clarification or basis of the dispute no later than the Questions for Clarification Deadline stated in Section 4.2, as finalized prior to issuance or modified by written Addendum. Questions should be directed to:

Rebekah Patti, Senior Buyer
5811 Jack Springs Road
Atmore, AL 36502
Office: 251-368-9136 x 2571
Fax: 251-446-1624

rpatti2136@pci-nsn.gov

4.9 Addenda

If any revisions to the RFQ or procurement process become necessary or desirable (at the Tribe's sole discretion), the Tribe may issue written addenda. The Tribe will attempt to transmit addenda to potential Proposers who have complied with Section 4.1 above. It is the Respondent's responsibility to obtain all addenda prior to submitting its SOQ.

4.10.1 Withdrawal or Revision of SOQs

A Proposer may, without prejudice, withdraw a SOQ after it has been submitted to the Tribe, provided the written withdrawal request is received by the Procurement Department through the official electronic submission method before the time set for submission of SOQs. Telephonic or informal communications shall not be accepted.

A Proposer may modify its SOQ by submitting a complete revised SOQ through the official electronic submission method any time prior to the scheduled deadline, provided the revised submission is received by the Tribe prior to the deadline. The revised submission should clearly identify that it replaces the prior SOQ.

If, within twenty-four (24) hours after SOQs are opened, a Proposer submits a duly signed written notice to the Tribe through the official electronic submission method and promptly thereafter demonstrates to the reasonable satisfaction of the Tribe that there was a material and substantial mistake in the preparation of its SOQ, the Proposer may withdraw its SOQ. Thereafter, that Proposer will be disqualified from further submitting a SOQ for the Work to be provided.

4.10.2 Opening of SOQs

SOQs will be opened privately by the Poarch Band of Creek Indians after the electronic submission deadline stated in Section 4.2, as finalized prior to issuance or modified by written Addendum.

4.10.3 SOQs to Remain Subject to Acceptance

SOQs will remain subject to acceptance for thirty (30) days after the day of the submission of SOQ, but the Tribe may, in its sole discretion, release any SOQ before that date.

4.10.4 Grounds for Disqualification

Please be advised that the following will be grounds for disqualification, and will be strictly enforced:

- Receipt of the electronic SOQ submission after the specified cut-off date and time stated in Section 4.2, as finalized prior to issuance or modified by written Addendum.
- Submission of the SOQ by an unauthorized method, including hard copy, hand delivery, courier, mail, facsimile, or telephone.

- Violating the “Contact with Tribal Employees” policy contained in this RFQ.

SECTION 5 – SOQ EVALUATION AND SELECTION

5.1 General

The Tribe reserves the right to reject any and all SOQs, to waive any and all informalities not involving fee, time or changes in the Work and to negotiate contract terms with the Successful Proposer, and the right to disregard all nonconforming, nonresponsive, unbalanced or conditional SOQs. Also, the Tribe reserves the right to reject the SOQ of any Architectural & Engineering Firm if the Tribe believes that it would not be in the best interest of the Project to make an award to that Architectural & Engineering Firm, whether because the SOQ is not responsive, or the Architectural & Engineering Firm is unqualified or of doubtful financial ability or fails to meet any other pertinent standard or criteria established by the Tribe.

In evaluating SOQs, the Tribe will consider the qualifications of the Architectural & Engineering Firm, whether or not the SOQ complies with the prescribed requirements, and such alternatives, and other data, as may be requested in the Request for Qualifications or prior to the Notice of Award.

In evaluating SOQs, the Tribe will consider the qualifications of the RFQ Respondent, in order to determine the most qualified, responsive, responsible Architectural & Engineering Firm.

The Tribe may consider the qualifications and experience of the Architectural & Engineering Firm, consultants, and other persons and organizations proposed for those portions of the Work as to which the identity of Architectural & Engineering Firm, consultants, and other persons and organizations must be submitted as provided herein. The Tribe may conduct such investigations as the Tribe deems necessary to assist in the evaluation of any SOQ and to establish the qualifications, responsibility, and financial ability of the Architectural & Engineering Firm, consultants, and other persons and organizations to perform and furnish the Work in accordance with the Contract Documents to the Tribe’s satisfaction within the prescribed time.

The SOQs will be reviewed and evaluated by a Selection Review Committee according to the requirements and criteria outlined herein. During the SOQ evaluation process, written questions or requests for clarification may be submitted to one or more respondents regarding its SOQ or related matters. Failure to respond in a timely manner to any such questions or requests may be grounds for elimination of the SOQ from further consideration. In addition, the Tribe may require short-listed Proposers to participate in interviews.

5.2 Responsiveness

Each SOQ will be reviewed by the Tribe’s Selection Review Committee to determine whether it is responsive to the RFQ. Failure to comply with the requirements of this RFQ may result in a SOQ being rejected as non-responsive. At its sole discretion, the Selection Committee may waive any such failure to meet a requirement of this RFQ and may request clarification or additional information to remedy a failure.

5.3 Comparative Evaluation Criteria

The following general criteria in combination with the Weighted Evaluation Criteria will be used in evaluating the SOQs.

1. Proposed project schedule
2. Current workload
3. Capability to meet schedules and deadlines

4. Familiarity with the proximity to the geographic location of the project
5. Knowledge of Federal, State, Local, and Tribal laws regulations and procedures

5.4 Selection Process

The successful Architectural & Engineering Firm will be selected through a qualifications-based selection process. Interested Architectural & Engineering Firms will submit a SOQ. A Selection Review Committee will evaluate each SOQ according to the criteria set forth above. Finalists from the SOQ evaluation may be invited to participate in a detailed interview, at the discretion of the Selection Review Committee. An invitation sent by email from the Procurement Department to each finalist, will provide information regarding the interview presentation. The Tribe may conduct a due diligence review on the Architectural & Engineering Firm(s) receiving the highest evaluation.

The Tribe will enter into negotiations with the highest-scoring Architectural & Engineering Firm and execute a contract upon favorable completion of negotiation of fees and contract terms for approval.

If the Tribe is unsuccessful in negotiating a contract with the best-qualified Selected Architectural & Engineering Firm, the Tribe may then negotiate with the next most qualified Selected Architectural & Engineering Firm until a contract is executed, or the Tribe may decide to terminate the selection process. Once a contract is executed with the successful Selected Architectural & Engineering Firm, the procurement is complete.

SECTION 6 – CONTRACTS

6.1 Contract Information

This RFQ is not a contract and shall not be interpreted as such. It is the instrument through which qualifications are solicited. The Tribe will select the highest-ranked, most qualified Architectural & Engineering Firm in accordance with Section 5.4 and will negotiate fees and contract terms after selection.

Selection by the Poarch Band of Creek Indians shall not constitute a contract. The Architectural & Engineering Firm selected will be expected to enter into a written contract with the Poarch Band of Creek Indians, and it is only upon the mutual execution of the written contract document that a contract will be formed. All information and material returned with the proposal may become part of any contract, which results from this RFQ. The contract may incorporate the Request, the Proposal, or both by the process of attachment and incorporation by reference.

If the contract is to be awarded, it will be awarded to the Selected Architectural & Engineering Firm whose evaluation by the Tribe indicates to the Tribe that the award will be in the best interests of the Project. If the contract is to be awarded, the Tribe will give the Successful Proposer a Notice of Award within thirty (30) calendar days after the day of SOQ submission.

The Architectural & Engineering Firm that will best meet our needs will be selected and will have the opportunity to discuss provisions of their proposal with Tribal Government. Prior to the execution of a contract the Selected Architectural & Engineering Firm will be required to provide proof of adequate and customary insurance, as detailed in Exhibit A. Should negotiations fail, the Tribe will return to the finalist list and initiate negotiations with the next highest respondent.

6.2 Signing of Contract

When the Tribe gives a Notice of Award to the Successful Proposer, it will be accompanied by the required number of unsigned counterparts of the Contract with all other written Contract Documents attached. Within ten (10) days thereafter the Proposer shall sign and deliver the required number of counterparts of the Contract and attached documents to the Tribe with all required documents. Within ten (10) days thereafter the Tribe shall deliver one fully signed counterpart to the Selected Architectural & Engineering Firm.

Failure of the Selected Architectural & Engineering Firm to execute the Contract and furnish all prescribed documents, licenses, and insurance certificates within the specified time will be just cause for annulment of the award and the Tribe may move into negotiations with the next responsible Proposer without recourse.

SECTION 7 -- CONDITIONS FOR PROPOSERS

7.1 Firm Investigation

Before submitting a proposal, each Firm shall make all investigations and examinations necessary to ascertain all conditions and requirements affecting the full performance of the contract, and to verify any representations made by the Tribe that the Firm will rely upon. No pleas of ignorance of such conditions and requirements resulting from failure to make such investigations and examinations will relieve the successful vendor from its obligations to comply in every detail with all the provisions and requirements of the contract documents or will be accepted as a basis for any claim whatsoever for any monetary consideration on the part of the successful Respondent.

7.2 Conflict of Interest

Tribal code mandates the public disclosure of certain information concerning persons doing business or seeking to do business with the Tribe, including affiliations and business and financial relationships such persons may have with Tribal elected or appointed officials, or employees. It is unlawful for any officer, employee or agent of the Tribe to participate personally in his/her official capacity through decision, approval, disapproval, recommendation, advice or investigation in any contract or other matter in which he/she, his/her spouse, parent, minor child, brother, or sister, has a financial interest, or to which any firm, corporation, association, or other organization in which he/she has a financial interest, or in which he/she is serving as an officer, director, trustee, partner, or employee, or agent. The successful Respondent agrees that during the term of the contract and for twenty four (24) months following the exit conference, the successful Respondent, its employees, agents, and representatives, shall not, with or without compensation, on behalf of the successful Respondent, or another person, entity, or corporation, take any action in connection or receive any benefit with any specific matter, finding or recommendation associated in any way with this project, except with the express written consent of the Tribe.

7.3 Collusion Among Firms

Multiple proposals from an individual, firm, partnership, corporation, or association under the same or different names are subject to rejection by the Tribe. Reasonable grounds for believing that a vendor is interested in more than one proposal for the work contemplated may result in rejection of all submittals in which the vendor is interested. Any or all proposals will be rejected if there is any reason for believing that collusion exists among the Firms. Participants in such collusion may not be considered in future

solicitations for the same work. Each vendor, by submitting a proposal, certifies that it is not a party to any collusive action.

7.4 Order of Preference

In any and all cases of conflict between this document and the attachments, the following order of precedence shall govern:

- a. This solicitation document
- b. Addendum(s) signed by the vendor

7.5 Anti-Bribery Affidavit

Firms and Respondents are required to be aware that any person convicted of bribery, attempted bribery, or conspiracy to bribe under the laws of any State or federal government or found civilly liable under a State or federal anti-trust statute, shall be subject to disqualification from entering into a contract with the Tribe for the supply of materials, supplies, equipment, or services by the person.

7.6 Ownership of Proposals

All submittals in response to the RFQ are to be the sole property of the Tribe. The Tribe is not responsible for any costs incurred or associated with the development and submittal of a proposal for this RFQ.

7.7 Proprietary Information

All materials submitted to the Tribe become property of the Tribe and are subject to the Tribe's Policies. If the SOQ contains proprietary information that the Proposer does not want disclosed, each page containing such information must be identified and marked "PROPRIETARY" at the time of Submittal. The Tribe will, to the extent provided by law, maintain the confidentiality of and endeavor to protect such information from disclosure. The final decision as to what information must be disclosed, however, lies with the Tribe. Proposers shall not be permitted to mark the entire SOQ submittal as proprietary.

7.8 Incurring Costs

The Tribe will not accept responsibility for any expense incurred in the submittal preparation; such expenses are to be borne exclusively by the respondent Firm.

The Tribe is not liable for any costs incurred by the Firms prior to the issuance of a contract and purchase order.

7.9 Taxes

All taxes are the obligation of Proposer concerning the Work and the cost of Proposer's taxes shall be paid by Proposer. The Proposal shall include all federal, state, and local taxes as may be required to complete the design and engineering for the project unless otherwise specifically noted.

7.10 Rights of the Tribe

In connection with this procurement process, including the receipt and evaluation of SOQs, Tribe reserves (at its sole discretion) all rights available to it under applicable law, without limitation, with or without cause and with or without notice, the right to:

- Cancel, withdraw, postpone, or extend this RFQ, in whole or in part, at any time prior to the execution of a design-bid-build contract, without incurring any obligations or liabilities.
- Modify the procurement schedule.
- Waive deficiencies, informalities, and irregularities in a SOQ and accept and review a nonconforming SOQ.
- Permit corrections to data submitted with any SOQ.
- Hold meetings and interviews, and conduct discussions, with one or more of the Respondents to seek an improved understanding of any information contained in a SOQ.
- Seek or obtain, from any source, data that may improve the evaluation of a SOQ.
- Seek clarification from any Proposer to further understand information provided in a SOQ.
- Reject any or all SOQs containing exceptions, additions, qualifications, or conditions not called for in the RFQ or otherwise not acceptable to the Tribe.
- Request additional information from a Proposer during the evaluation of its SOQ.

The Tribe may cancel this RFQ, in whole or in part, or may reject any/all proposals submitted in response, whenever this action is determined to be in their best interest. In the event of such suspension, termination or modification, the Tribe shall have no liability or obligation to any of the proposers preparing or submitting proposals under this RFQ.

7.11 Irregular Submittals

Submittals may be rejected if they show omissions or irregularities of any kind. Submittals taking or noting exception to any element requested may be rejected in their entirety.

7.12 Minor Irregularities

Minor irregularities in submittals, which are immaterial or inconsequential in nature, may be waived wherever it is determined to be in the best interest of the Tribe.

7.13 Obligations to Keep Project Design Team Intact

The Project Design Team is comprised of the Architect and its Architects, Engineers, and Consultants. Key Personnel identified in the SOQ shall remain on the Project Design Team for the duration of the procurement process and execution of the Project. If extraordinary circumstances require a change, it must be submitted in writing to the Tribe, who, at their sole discretion, will determine whether to authorize a change, recognizing that certain circumstances (such as termination of employment) may occur that are beyond the Selected Architectural & Engineering Firm's control. Unauthorized changes to the Project Design Team at any time during the procurement process and during the execution of the Project may result in elimination of the Proposer from further consideration.

7.14 Laws and Regulations

It shall be understood and agreed that any and all articles and/or equipment furnished on this proposal shall comply fully with all Local, Tribal, State, and Federal laws and regulations.

7.15 Acceptance of Terms and Conditions

By submitting a response to this RFQ, a Firm shall be deemed to have accepted all the terms, conditions, and requirements set forth in the RFQ unless otherwise clearly noted and explained in its proposal. All proposals submitted in response to this RFQ become the property of the Tribe. The Tribe reserves the right to reject any or all proposals in whole or part, to award any one service or group of services or all

services, to negotiate with any or all companies submitting proposals, and to enter into an agreement with any company for any services mentioned in this RFQ, if it is deemed in the best interest of the Tribe.

7.16 Protests

Any protest to a Tribal action in connection with this procurement process must be filed in writing no later than seven (7) business days following such action and must be in strict accordance with the Tribe's applicable procedures and with applicable law.

EXHIBIT A

INSURANCE REQUIREMENTS

1. Architect shall, at its own expense, provide and maintain during the entire performance period of this agreement at least the kinds and minimum amounts of insurance required herein. The Poarch Band of Creek Indians, and the Lender or Lenders designated by Owner (collectively, the “Additional Insured’s”) shall be named as additional insured’s on Architect’s insurance policies as provided for herein. Each policy shall state that such insurance is primary and that any insurance maintained by Owner or any other Additional Insured is excess and non-contributory. Owner may from time to time reasonably designate insurance coverage’s other than or in addition to those specified herein, in such amounts and with such endorsements as may be required by Owner.

2. Before commencing Work under this Contract, Architect shall furnish each Additional Insured with a Certificate of Insurance evidencing that the required insurance has been obtained. The policies evidencing required insurance shall contain an endorsement to the effect that any cancellation or any material change adversely affecting an Additional Insured’s interest shall not be effective without thirty (30) days prior notice to such Additional Insured. Standard Certificates of Insurance which do not provide for each Additional Insured’s status as an additional insured and mandatory advance notice of cancellation or material changes in coverage are not acceptable under this provision.

3. Standard Insurance Schedule: At all times during the term of the Contract Agreement, Architect shall procure, pay for, and maintain, with approved insurance carriers, the insurance set forth below. All subcontractors, vendors and subconsultants engaged by Architect will carry like and similar insurance pursuant to the foregoing schedule below, with the same Additional Insureds requirements.

Worker’s Compensation and Employer’s Liability Insurance

- Minimum statutory workers compensation coverage
- If applicable, coverage for U.S. Longshore and Harbor Worker’s Compensation Act
- Employer’s Liability insurance:
 - Limits: \$1,000,000 each accident
 - \$1,000,000 disease, each employee
 - \$1,000,000 disease, policy limit
- Consultants—same as above

General Liability Insurance (CGL)

Effective date: 1 year policy with additional 3 years for products and completed operations

Limits: \$2,000,000 general aggregate

\$2,000,000 products and completed operations aggregate

\$2,000,000 personal and advertising injury

\$1,000,000 each occurrence

Blanket contractual

Independent contractual

Broad form property damage

Cross liability, severability of interests
Personal and advertising injury
Consultants—same as above

Typical Subcontractors minimum CGL Limits:

\$1,000,000 per occurrence

\$2,000,000 aggregate

Major Subcontractors (Mechanical, Electrical, Steel) minimum CGL limits:

\$1,000,000 per occurrence

\$2,000,000 aggregate

Products/Completed Operations Extension for 3 years after completion of entire project

Waiver of Subrogation. Architect waives all rights against Owner and its respective subsidiaries, including each of their respective agents, officers, members, directors, employees, successors and assigns, for recovery of damages to the extent damages are covered by the commercial general liability or commercial umbrella insurance maintained pursuant to the requirements herein.

Umbrella Insurance

Limits: \$2,000,000 aggregate

\$2,000,000 each occurrence

Coverage provides catastrophe protection over automobile liability, general liability, professional and employer's liability

Automobile Insurance

Liability limits: \$1,000,000 combined single limit per occurrence

\$1,000,000 bodily injury per occurrence

\$1,000,000 property damage per occurrence

\$1,000,000 uninsured and underinsured motorist

Coverage for any auto, owned, hired, and non-owned autos

Architect acknowledges that any and all vehicles of the Architect or its employees or contracted employees entering the Project will have State minimum insurance coverage and all drivers will have a valid driver's license.

Professional Liability Insurance

General policy

Limits: \$2,000,000 aggregate

\$1,000,000 any one claim

Must include attorney's fees, neglect act, errors and omissions

4. Special Conditions: Concerning Insurance to be furnished by Architect, it is a condition precedent to acceptability thereof that:

Any policy submitted shall not be subject to limitations, condition, or restrictions deemed inconsistent with the intent of the Insurance Requirements to be fulfilled by Architect; Owner's decision thereon shall be final.

Approval, disapproval, or failure to act by Owner regarding any insurance supplied by Architect shall not relieve Architect of responsibility or liability for damages and accidents set forth herein. Neither shall the bankruptcy, insolvency, or denial of liability by the insurance company exonerate Architect from liability.

No special payment shall be made by any Additional Insured for instance that Architect may be required to carry; all payments are included in the Contract Sum.

The insurance companies issuing the policy or policies shall have no recourse against any Additional Insured for payment of any premiums or for assessments under any form of policy.

All insurance policies must be endorsed with Waiver of Subrogation Endorsements, waiving the carrier's right of subrogation with respect to each Additional Insured. Furthermore, each Additional Insured, and any affiliates designated by such Additional insured, will be included as an additional insured on the required insurance policies.

Any of such insurance policies may be written in combination with any of the others, where legally permitted, but none of the specified limits may be lowered thereby.

5. Proof of Insurance: When requested by any Additional Insured, copies of any policies must be furnished to any Additional Insured; otherwise, any Additional Insured shall require certificates only.

Certificates indicating Architect coverage to be in force shall be filed with each Additional Insured prior to commencement of the Work.

All Certificates shall indicate that A.M. Best Company rating of the insurance company. A minimum rating of "A" is required.

Within thirty (30) days subsequent to renewal or required coverage, Architect shall provide to any Additional Insured a Certificate of Insurance evidencing renewal or required coverage.

6. Changes to Insurance: Insurance requirements may be changed at any time by Owner during the term of this Contract due to changes in the law, changes in Owner's policy, or increased risk due to the nature of the Work being performed.

7. Surety Requirements: Concerning bonds to be furnished by Architect, it is a condition precedent to acceptability that the surety company shall have a minimum A.M. Best Company rating of "A" and be listed by the U.S. Department of the Treasury as an acceptable surety.

8. Any limits of insurance required herein may be met by primary and/or excess insurance.