

PUEBLO de SAN ILDEFONSO
REQUEST FOR PROPOSALS (RFP)
CONSULTANT PLANNING SERVICES

for the

Pueblo de San Ildefonso
FEMA Hazard Mitigation Plan



RFP # SI-RFP-26-001

Release Date: August 31st, 2025

Pre-Proposal Meeting: September 18, 2025 at 10:00 A.M.
Tribal Administration Conference Room
02 Tunyo Po Santa Fe, NM 87506

Proposal Due Date: October 2nd, 2025 no Later than 3:00 p.m.

**It is the responsibility of prospective proposers to check Pueblo website
for RFP Addenda**

Website Address: www.sanipueblo.org

**RFP documents and subsequent addenda are available under the
'JOB/RFPSs' heading on the home page of the website.**

REQUEST FOR PROPOSALS # SI-RFP-26-001

The Pueblo de San Ildefonso is issuing a Request for Proposals (RFP) # SI-RFP-26-001 for interested Planning Consultants for consulting services to assist in the development of a **Critical FEMA Hazard Mitigation Plan**.

The Pueblo of San Ildefonso is developing a Hazard Mitigation Plan to meet the requirements off 44 CFR parts 201 and 206. The plan will identify preventive measures, property and life protection activities, structural and non-structural measures for prevention and mitigation, emergency service measures and public information and education strategies to support and implement the plans.

In accordance with FEMA Instruction 108-1-1 and DHS Instruction 023-01-001-01; CATEx N17, FEMA concludes that the Hazard Mitigation Plan Project is categorically excluded from the National Environmental Policy Act (NEPA) requirement to prepare further environmental documentation. No extraordinary conditions in accordance with DHS Instruction 023-01-001-01 exist involving this project

Given the abundance of Hazard Mitigation Plans (HMP) provisioning (and management) from various jurisdictions and entities, the need for a centralizing document and coordinating process is imperative. Additionally, as part of this document, an inventory of known public HMP (existing and planned) will need to be taken, including a map reflecting said HMP, along with a centralized regional database of pertinent information regarding HMP. It is expected that a combination of data sources (e.g., local, state, federal, public entity, non-profit, and private) will need to be utilized in the creation of this document.

Sealed Proposals: Proposers will deliver one (1) reproducible unbound original, and four (4) original copies, and one digital copy of their Proposal to the following address:

Pueblo de San Ildefonso
Administration Building
C/O Tribal Administrator
02 Tunyo Po
Santa Fe, NM 87501

Proposals received after the cited time will be considered late and are not acceptable unless waived by the Tribal Administrator. Emailed proposals are not allowed.

The envelope must be clearly marked "**SEALED RFP # SI-RFP-26-001, SAN ILDEFONSO CRITICAL FEMA HAZARD MITIGATION PLAN**"

Please direct any questions regarding this RFP to Kate Bohannen, Director, Natural Resources at email: natural.resources@sanipueblo.org Telephone 505.252-5835

The full Request for Proposals, and any subsequent addenda, can be downloaded by Proposers at the following website: www.sanipueblo.org under the JOBS/RFPs heading of the home page. Proposers are responsible for monitoring the website referenced above for notifications of changes and addenda related to this project.

A Pre-Proposal Meeting will be held on Thursday September 18, 2025 at 3:00 P.M. at 02 Tunyo Po Santa Fe, NM 87506. Send any request for information prior to the Pre-Proposal Meeting to the Kate Bohannen, Director, Natural Resources at email: natural.resources@sanipueblo.org Telephone 505.252-5835 10:00 a.m. Monday, September 15th, 2025. An email will be sent by noon on September 17th, 2025. Attendance at the Pre-Proposal Meeting is mandatory.

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I. PROPOSAL DEFINITIONS

Definitions:

“Owner” means the Pueblo de San Ildefonso.

“Pueblo” means the Pueblo de San Ildefonso.

“Tribe” means the Pueblo de San Ildefonso.

“Proposer” means an individual or business submitting a proposal to the Pueblo.

“Consultant” means the selected company to perform the services as stated in this RFP.

II. PROPOSAL AND PROJECT PHASES AND SCHEDULE

Proposal and Project Schedule:

- | | |
|---------------------------------|---|
| • RFP Release: | Sunday August 31 st , 2025 |
| • RFP Questions Due: | Monday September 15 th , 2025 |
| • Response to Questions Issued: | Wednesday September 17 th , 2025 |
| • Pre-Proposal Meeting: | Thursday September 18 th , 2025 @ 10:00 A.M. |
| • Proposal Due Date and Time: | Thursday October 2 nd , 2025 @ 3:00 PM |

III. PROPOSAL TERMS AND CONDITIONS

A. The Pueblo reserves the right to reject any and all proposals received as a result of this RFP. The contract shall be awarded to the most responsible firm whose qualifications, price and other factors as considered, are the most advantageous to the Pueblo. The Pueblo does not intend to award a contract fully on the basis of any response made in the proposal; the Pueblo reserves the right to consider proposals for modifications at any time before a contract would be awarded, and negotiations would be undertaken with that provider whose proposal is deemed to best meet the Pueblo’s specifications and needs.

B. The Pueblo reserves the right to waive or not waive informalities or irregularities in a proposal, and to accept or further negotiate cost, terms, or conditions of any proposal determined by the Pueblo to be in its best interests.

C. Proposals must be signed by an official authorized to bind the Proposer to its provisions for at least a period of 120 days. Failure of the successful Proposer to accept the obligation of the proposal may result in the cancellation of any award.

D. In the event it becomes necessary to revise any part of the RFP, addenda will be provided on the Pueblo website, under the News/Posts heading on the home page. Deadline for submission of the proposal may be adjusted to allow for revisions. To be considered, **original proposals** must be received at the above address on or before the date and time specified, unless waived by the Tribal Administrator.

E. Proposals should be prepared simply and economically providing a straight-forward, concise description of the Proposer's ability to meet the requirements of the RFP.

F. A Pueblo de San Ildefonso Professional Services Agreement will be executed between the Pueblo and the awarded Consultant. The Pueblo reserves the right to award the total proposal or a portion thereof, to reject any and all proposals in whole or in part, and to waive any informality or technical defects if, in the Pueblo's sole judgment, the best interest of the Pueblo will be so served.

G. Preference will be given to qualified Native American Owned firms who submit a responsive proposal.

H. It is the responsibility of prospective proposers to check the Pueblo website for any addenda to this RFP (see item D above).

I. Any cost incurred by the potential Proposer in preparation, transmittal, and/or presentation of any proposal or material submitted in response to this RFP shall be borne solely by the Proposer.

J. The Consultant shall follow all applicable federal and tribal laws, including applicable tax laws.

K. Term of Proposal: The Proposal is for a specific project therefore valid for the duration of the awarded project and this project solely.

L. Proposers may or may not be interviewed for this project.

IV. PROJECT BACKGROUND AND REQUIREMENTS

A. Purpose and Project Description.

The intent of this document is to provide interested Proposers with sufficient information to enable them to prepare and submit proposals for consideration by the Pueblo for the development of an Critical FEMA Hazard Mitigation Plan.

B. Information to be furnished by the Owner

- Consultant will coordinate for cultural resource clearance documentation under the direction of the Tribal Historic Preservation Office (THPO) and is not included in the scope of this RFP.

V. SCOPE OF SERVICES

The following is the approved Scope of Work (SOW) for RFP # SI-RFP-26-001:

San Ildefonso will organize the planning process and existing resources in the Pueblo. With coordination and partnership with an appropriate consulting firm, The Pueblo will assess risks and will develop a mitigation strategy and plan consistent with mitigation planning regulations for Tribal Governments per Title 44 of the Code of Federal Regulations (44 C.F.R.) Sections 201.7. The San Ildefonso Tribal Administration and Tribal Council will adopt the Plan through Tribal Council Resolution and will engage in the Plan implementation with the staff assigned to the project. The Plan will be a living and working document which will be updated each year and presented to the Tribal Council and the San Ildefonso Community annually.

With the selected qualified contractor, the following phases of the Pueblo's new Hazard Mitigation Plan (HMP) will be developed:

I. Technical Approach:

1. Identify key stakeholders and form the Hazard Mitigation Planning Team (HMPT). The Team will be the core team with knowledge of recent hazard events and current initiatives that can support the HMP process.

II. Public Involvement:

1. The HMPT will coordinate the implementation of public involvement and will work with the Contractor on strategy options to present information to the public and to collect and record feedback.

III. Draft Plan Development:

1. The HMPT and Contractor will conduct a thorough review of existing local, state, and national plans to identify hazards that have the potential to affect the Pueblo. The team will conduct a hazard identification, identification, analysis, and risk assessment. The existing 2018 New Mexico HMP will be very beneficial. Each hazard will be profiled with data such as frequency, magnitude, distribution, and duration. Stakeholder involvement will be critical to identify data, reports, studies, plans, or related information that will affect the plan, will assist with the documentation of hazard events, will gather data about mitigation efforts, evaluate and develop mitigation goals, and examine the feasibility of mitigation measures or action items for the HMP.

2. Risk Assessment:

The Project Team will examine each identified hazard using reliable data such as data and information available through the state and federal government. The Team will use information on past occurrences, topography, and climate to determine distribution, extent or magnitude, duration, general loss estimation, and frequency of occurrence for each natural hazard with the potential to occur within the Pueblo. The threat analysis will rank each hazard based on the criteria and help the community understand the degree of threat and which hazard to focus future mitigation efforts.

3. Vulnerability Assessment: the project team will utilize available Geographic Information Systems data to identify the location of existing community assets within the Pueblo boundaries and will emphasize on critical facilities and infrastructure, such as police and fire stations, hospitals, emergency shelters, water and wastewater treatment plants, and power generation facilities.

4. Capabilities Assessment: In keeping with the 44 C.F.R. Section 201.7 requirements, the Team will conduct a capability assessment to include: Discussion of the Pueblo's pre and post-disaster hazard management policies, programs, and capabilities to mitigate the hazards in the area; evaluation of the Pueblo's laws, regulations, policies, and programs related to hazard mitigation; identify the Pueblo's funding capabilities for mitigation projects; and identification of current and potential funding sources to implement mitigation activities.

5. Assessment of Hazard Mitigation Measures: The Contractor and HMPT Team will facilitate a process to develop goals, objectives, and mitigation strategies. The Team will evaluate mitigation strategies and mitigation alternatives and lead the preparation of action measures that are effective to address the risks that the Pueblo has from natural hazards.

6. Development of the HMP Implementation Strategy: The HMP will have an implementation strategy that will build on existing capabilities and identifies the position or agency responsible for implementation, a schedule/timeframe for the implementation, and potential funding sources.

IV. Plan Revisions and Final Adoption:

1. The draft plan will be presented to the San Ildefonso Community and to the Tribal Council. Comments and recommendations will be considered, and where appropriate, will be included in the HMP.

2. Complete HMP Plan Review and Adoption: The Pueblo will submit the Plan to the New Mexico Department of Homeland Security Emergency Management State Hazard Mitigation Officer (SHMO) for review. When the SHMO determines that the Pueblo's Hazard Mitigation Plan meets federal and state guidelines, the State will forward the HMP to FEMA Region VI for review and approval. Revisions to the HMP will be made, as required, so that it can be submitted in a timely manner and approved by the Tribal Council through Tribal Council Resolution.

There will be three key staff members who will be actively engaged in the development of the HMP:

John Gonzales: Mr. Gonzales oversees all programs for the Pueblo and will have administrative oversight and coordination of the project; he will attend all planning and Community meetings and will complete periodic and final reviews of the Hazard Mitigation Plan.

Raymond Martinez, Director, Department of Environmental and Cultural Programs: Mr. Martinez will be involved throughout the development of the HMMP and will provide technical reviews of the Plan. Mr. Martinez is responsible for the Pueblo's Risk assessment and the government-to-government relationship with the Los Alamos National Laboratory.

Kate Bohannon, Director, Natural Resources. Ms. Bohannon oversees the Realty Department and assists with emergency response to natural disasters for the Pueblo.

She will provide technical assistance to the Pueblo's team and contractor relating to historical events and hazard mitigation priorities.

This project has been determined to be Categorically Excluded (CATEX) in accordance with FEMA Instruction 108-1-1 and Department of Homeland Security (DHS) Instruction 023-01-001-01; CATEX N17 from the need to prepare either an Environmental Impact Statement or Environmental Assessment. No extraordinary circumstances in accordance with DHS Instruction 023-01-001-01 have been identified regarding this action.

A change to the approved SOW requires prior approval from FEMA. Implementation of any modifications to the approved SOW before receipt of FEMA approval would jeopardize grant funding.

General:

Submittals should include:

- a) Introduction: provide a brief letter of introduction on the consultant's letterhead
- b) Professional Qualifications: describe the professional credentials of the consultant and team
- c) Capability and Experience: provide a profile of experiences that illustrate the consultant's creative approach to similar projects including information pertaining to timeliness, staying within budget, and working with others in a team environment to meet the client's needs
- d) Approach: provide a framework or general approach to address the project objectives and goals that does not exceed two (2) pages.
- e.) The Pueblo recognizes that the specific tasks for the project will be developed during the scoping process; however, the Pueblo seeks to understand the general approach the consultant will take
- f.) References: provide information and a minimum of two references on work relating to similar Critical FEMA Hazard Mitigation Plan,
- g.) Proposed Fees and Costs: provide a listing of fees for members of the consulting team who would be involved in the project, including any support personnel
- h.) A statement of willingness (or unwillingness) to undertake designated tasks for a flat fee for the project, i.e. "all inclusive" fee for all services

The following instructions included here in Section V of the RFP are provided for consideration while the Proposer develops their Project Approach to Planning and Final Findings and Report, and reflect some of the expectations the Pueblo will have of the Consultant upon award of the Contract. These requirements will be spelled out in greater detail in the subsequent Agreement for Professional Services.

Consultant shall prepare a formal submittal upon conclusion of its analysis.

Submittals shall include, but are not limited to, the following (detail of which will be commensurate with level of completion):

- One legible hard copy (11"x17" plans) and one electronic copy (Adobe Acrobat PDF format) of progress plans, specifications, and cost estimate

Planning Documents deliverables for review shall be submitted at 30%, 60%, 90% and Final completion. Drawings shall be reduced to 50% of full-size. Ten (10) sets shall be submitted at the review stages to allow the Tribe and all other appropriate agencies to provide a thorough review of the project documents. Following review and incorporation of comments, the final Planning drawings shall be delivered in the following formats:

- 24" x 36" bond, complete with final signatures, ready for reproduction;
- Portable Document Format (.PDF) file(s) of final plans complete with final signatures on PC-compatible USB flash drive; and
- AutoCAD drawing format files (.DWG, AutoCAD or later format) of final plans (signatures not required) on PC-compatible USB flash drive.

Specifications shall be prepared utilizing planning best practices as defined by the American Planning Association (APA), or a substitute format approved by the Pueblo. Deliverables for review shall be submitted at the 90% stage with specifications on 8 ½" x 11" reproducible paper. Ten (10) sets of prints shall be submitted at the 90% review stage to allow the Tribe and all other appropriate agencies to provide a thorough review of the project documents. Final specifications shall be delivered in the following formats:

- 8 ½" x 11" hardcopy, complete with final signatures, ready for reproduction;
- Portable Document Format (.PDF) file(s) of final specifications complete with final signatures on PC-compatible USB flash drive; and
- Microsoft Word 2007 format (.DOCX) files of final specifications (signatures not required) on PC-compatible USB flash drive.

Formal deliverables (plans, specifications and estimates) shall occur at the progress and final completion points for Tribe and agency review. Submittal formats shall follow the guidelines stated herein. The Consultant shall respond to, and incorporate, if appropriate, any and all comments received from the Tribe or any other regulatory agency or utility.

Meetings:

Community involvement, especially in the Planning Phase, will be essential. Proposer should anticipate at least four public meetings during the Planning Phase (two related to programming and, and two related to development). Incentives to encourage broad participation by Pueblo members at such public meetings, such as the provision of food, is encouraged and the cost thereof will be considered a reimbursable expense. Additional multiple topic-specific meetings will be held with Pueblo staff and/or Tribal Council throughout the Planning Phases. Proposer shall identify the anticipated frequency of meetings while describing their proposed Project Approach and Timeline in Section VI of this RFP.

Project Control

1. The Consultants will meet with selected representatives on a regular basis or as determined necessary by the Tribal Administrator/Project Manager to review progress and provide necessary guidance to the Consultant which may arise.
2. Although there will be continuous liaison with the project team, the Tribal Administrator/Project Manager will meet as often as required with the Consultant's project manager for the purpose of reviewing progress and providing necessary guidance.
3. The Consultant will, on a regular basis, submit brief written summaries of the work accomplished during the reporting period, work to be accomplished during the subsequent reporting period,

real or anticipated problems and notification of any significant deviation from previously agreed upon work plans.

4. Within 10 working days of the award of a project and release of contract, the Consultant will submit to the Tribal Administrator/Project Manager for approval a detailed work plan which includes the following:
 - a. The Consultant's names and titles of personnel assigned to the project.
 - b. Complete background checks for ALL personnel that will be performing services on the project at the facility.
 - c. The project breakdown showing subprojects, costs, activities and tasks.
 - d. The time-phased plan for completing the project.
5. Payments for the work will be subject to progress payments and five percent retainage held until final payment.
6. Selected Consultant will be responsible for the payment of all applicable taxes, including but not limited to applicable taxes under the Pueblo de San Ildefonso Tax Act of 2013. Consultant shall factor such obligations into their overall fee developed during Contract Negotiation phase.
7. Consultant will be responsible for obtaining any work permits and covering tax registration fees required by the Pueblo.

VI. PROPOSAL SUBMITTAL REQUIREMENTS

Proposals are sought from firms with recognized expertise and experience in the subject work.

It is not the intent of this RFP to solicit an overly long response, but it is important the Proposer's experience/expertise and technical approach be adequately described. There is no page limit imposed, but Proposers are encouraged to present a concise yet compelling narrative description of their approach to the present project. It will, for example, be much more useful to address abilities and expertise related to the nature of this project than to include an exhaustive list of all projects completed by the Proposer. Pueblo staff will review the submitted proposals and may select Proposers to meet and discuss the proposal submitted and Proposer qualifications in greater detail.

The proposal shall include all of the following information. Failure to include all of the required information may result in disqualification of a Proposer.

All proposals must be submitted in the format as follows:

- Standard 8 ½ x 11 inch paper (larger paper is permissible for charts, spreadsheets, etc.)
- Organized with tabs delineating each section.
- Text shall be no smaller than 10 point font.

Proposals shall include the following sections:

Cover/Transmittal Letter: Letter is to be signed by a member of the organization having the authority to negotiate and execute contracts on behalf of the firm. Cover letter must acknowledge receipt of any and all RFP addenda, if any were issued.

Proposal Body and Evaluation Criteria:

1. Include as Attachment A: Firm Description and Staff (10 Points). Consultant's name, address, and name of primary contact person. Include an Organizational Chart of the specific staff who will

comprise the project team for all phases of development including Planning Phase, Final Design Phase, and Construction Phase. Include abbreviated resumes of staff shown in the Organizational Chart.

2. Include as Attachment B: Relevant Past Experience (15 points): Project descriptions of related/comparable past projects that would serve as examples of experience and expertise necessary for this project. Provide descriptions of three (3) recent projects/programs/efforts that included similar scope of work for the prime consultant and relevant subconsultant experience. The following information shall be included for each project:

- a. Project title
- b. Firm name
- c. Role of firm
- d. Firm team members involved
- e. Project description
- f. Client name
- g. Client contact (address, phone, e-mail)
- h. Year completed
- i. Total final design fee, including amendments (breakdown by major phase, i.e.: planning, design, construction phase services)
- j. Original schedule for completion of professional services (breakdown by major phase, i.e.: planning, design, construction phase services)
- k. Final actual schedule of completion of professional services (breakdown by major phase, i.e.: planning, design, construction phase services)
- l. Describe change orders/amendments
- m. Consultant's estimate of construction cost at bid
- n. Bid award amount
- o. Construction cost at time of completion

3. Include as Attachment C: Firm Qualifications (10 Points). Statement of firm qualifications and experience with relevant private and/or public sector work. Along with statement, include:

- a. List of proposed subconsultants to be used on the MCC project. Identify those to be used for the Planning Phase, and those to be used during the Final Design Phase.
- b. List of client references (minimum of four).

4. Include as Attachment D Contract Experience and Negotiations (10 Points): Statement of experience related to contractual matters.

- a. Review sample contract provisions and insurance requirements included as Exhibit A of the present RFP. Note any limitations on meeting these requirements as outlined in the contract provisions, or any objections the Proposer has to the standard terms and conditions delineated therein.
- b. Describe any past or present contracts which have resulted in mediation, arbitration, and/or litigation regarding services of your firm.

5. Include narrative as Attachment E: Project Approach and Timeline (30 points):

- a. Project Understanding: The Proposal shall include a description of the Consultant's understanding of the Project. Consultant to identify key issues to be addressed during the project and any insights or innovative ideas the Consultant can provide in addressing those issues. To demonstrate an understanding of the Scope of Services, the Consultant shall

develop an outline description of project deliverables and include it as an attachment to the Proposal. At a minimum, this should include a description of proposed technical memoranda, report deliverables, and a preliminary list of drawings.

- b. **Project Approach:** The Proposal shall provide a detailed description of the proposed approach to all phases of the Project, from the Planning Phase through Final Design and the Construction Phase. The description shall include details to implement the tasks described in the Scope of Services. The Consultant is encouraged to provide comments and enhancements to the scope provided in the RFP. The Proposal shall include a discussion regarding the Project's technical issues and the Consultant's approach to handling these issues. The Consultant shall also explain how technical memos, workshops, and/or design review meetings will be used, working with the framework of the Scope of Services, to achieve consensus in design details. Emphasis should be placed on how the Consultant's technical approach will promote the Project's success.
- c. **Design Management:** The Proposal shall include a discussion regarding the Consultant's management approach, including coordination and monitoring of project schedule, cost, risk, scope, communications, quality, resources, and other management issues that the Consultant feels should be addressed. Emphasis should be placed on how the Consultant's management approach will promote the Project's success. The Consultant approach to quality control in the preparation of construction documents shall be clearly described in this section as well.
- d. **Project Design Schedule:** The Proposal shall include a proposed schedule for completion of each element of the Planning Phase, i.e.: programming, site analysis/site selection, and schematic design. Provide time allowed for each element and any critical paths. Describe how the proposed staff will meet the resource requirements of the project per the schedule using the resources proposed by the Consultant, considering present and projected workload(s). Schedules for Final Design and Construction Phase Services will be requested upon completion of the Planning Phase.

6. Include as Attachment F: Consultant Fee Schedule (20 points): Compensation will be on a time and materials basis and shall be computed as direct labor, overhead, and profit, and include applicable taxes. Consultant shall identify any proposed mark-up on subconsultants or other direct costs. The proposal shall include Consultant's fee schedule in a separate sealed envelope, identifying direct hourly rate listing for those staff to be billed to the project. While reviewing the Consultant's fee schedule and experience on other projects of similar nature and scope, the Pueblo will consider design fees associated with the projects identified in Attachment B. The expectation is that a similar fee for such services, based on a percentage of construction cost, can be expected on the present project. If the Consultant believes that the result of such analysis will not be representative of the fees the Pueblo can expect for the present project, explain why.

- 8. **Include as Attachment G: Native American Preference (5 points):** Include documentation if the Consultant is Native American Owned and identify relevant experience working with Indian Tribes.
- 9. **Include as Attachment H: Insurance Certificates.** Include insurance certificates for the insurance types and amounts listed in the contract provisions.

VII EVALUATION OF PROPOSALS

SELECTION COMMITTEE

A Selection Committee, consisting of Pueblo personnel, will convene, review, and discuss all proposals submitted. The Selection Committee will use a point formula during the review process to score proposals and assign points in the evaluation process in accordance with the evaluation criteria.

The Proposer shall satisfy and explicitly respond to all the requirements of the RFP, including a detailed explanation of how the services shall be performed. Each proposal will be reviewed to determine if the Proposal is responsive to the submission requirements outlined in the RFP. A responsive Proposal is one which follows the requirements of this RFP that includes all documents submitted in the format outlined in this RFP, is of timely submission, and has the appropriate signatures as required on the signature page. Failure to comply with these requirements may result in the Proposal being deemed non-responsive.

The Contract (s) will be awarded to the most responsive Proposer whose Proposal best serves the interest of and represents the best value to the Pueblo de San Ildefonso.

EVALUATION CRITERIA

The Committee may select and choose to invite any and/or or all firms to make presentations and be interviewed by the Committee as part of the evaluation process for this RFP. The Committee's decision will be communicated by staff to all Proposers. The Proposer's presentation may clarify but may not modify their submitted Proposal. Any discussion between the presenter and Evaluation Committee during presentations is intended only for purposes of providing clarification in response to questions from the Committee.

ORAL PRESENTATIONS

Proposers may be required to make individual presentations to the Pueblo Selection Committee to clarify their proposals. Only those firms with the highest rated scores in accordance with the stated criteria and their weights will be invited to give oral presentations. However, the Pueblo has the right to accept the best proposal as submitted, without discussion or negotiation. If the Pueblo determines that such presentations are needed, a time and place will be scheduled for oral presentations.

Each Proposer shall be prepared to discuss and substantiate any of the areas of the proposal submitted, and its qualifications to perform the specified services. During the oral presentations, the Proposers should relate their discussion to the evaluation criteria, which will include (but not be limited to) their approach to the project. The proposed Project Manager must be in attendance.

The Evaluation Criteria may be changed for the oral presentation evaluation phase. References and site visits (if completed) shall be included in the final evaluation criteria, along with other criteria and weights as determined by the Selection Committee. Finalists will be informed as to the revised criteria, if any, prior to their oral presentation.

Additionally, prior to award of an Agreement pursuant to this RFP, the Pueblo may require Proposers to submit such additional information bearing upon the Proposer's ability to perform the services in the Agreement as the Pueblo deems appropriate.

FINAL SELECTION

The Pueblo de San Ildefonso will select the firm that meets the best interests of the Pueblo. The Pueblo shall be the sole judge of its own best interests, the proposals, and the resulting negotiated Agreement.

The Pueblo's decisions will be final. Following the selection of firm, the expectation is that an Agreement will be executed between both parties. Pueblo staff will recommend the award to the responsible Proposer whose Proposal is determined to provide overall best value to the Pueblo, considering the evaluation factors in this RFP.

VIII. CONTRACT PROVISIONS

Attached as Exhibit A is a standard form of Agreement for Professional Services.

The attached is a representative draft contract and is subject to further terms and amendments. Contractor shall be aware that the actual contract may include additional provisions.

End of RFP

VIII. SIGNATURE PAGE

To be included with Proposal submittal package.

Signature of Contractor

Printed Name of Contractor's Signer

Title of Contractor's Signer

Company Name

Company Address

City, State, Zip Code

Telephone # and Fax #

Email Address

Verify if your company is 51% or greater Native American owned. If yes, include documentation in Attachment G.

____ Yes ____ No

Federal Tax ID #

The above individual is authorized to sign on behalf of company submitting proposal. Proposals must be signed by an official authorized to bind the provider to its provisions for at least a period of 120 days.

End of Signature Page

EXHIBIT A

RFP# SI-RFP-26-001



Pueblo de San Ildefonso
Office of the Governor

CONTRACT # _____

This _____ Contract ("Contract") is entered into by and between the Pueblo de San Ildefonso ("Owner") by and through its authorized representative, Christopher A. Moquino, Governor and _____ ("Contractor"). The Owner and Contractor agree as follows:

ARTICLE 1: SCOPE OF WORK

The Contractor shall _____. The term "Scope of Work" is intended to include items necessary for the proper execution and completion of the Scope of Work and also to include all Work which may be reasonably inferred from the documents referenced in this Contract and the description of the Work as being necessary to produce the intended results. The Scope of Work is set forth in Exhibit A.

ARTICLE 2: COMMENCEMENT AND COMPLETION

- A. The Work to be performed under this Contract shall commence on or before _____, and be completed within _____ calendar days from commencement date, with various deliverables per the Schedule of Deliverables included in Exhibit A. Owner will issue a Notice to Proceed. Except as otherwise required for the safety or protection of persons, all Work performed within the boundaries of the Pueblo shall be performed between the hours of 8:00 a.m. and 5:00 p.m., Monday through Friday unless otherwise agreed to in writing by the Owner. While performing the Work, Contractor will use all available means to limit and minimize the amount of disruption and or interference with business operations.
- B. The Contractor agrees that the Services being provided under this Contract will be performed regularly, diligently and without interruption at such rate of progress as will provide for completion within the Contract Time. It is expressly understood and agreed, by and between the Contractor and the Owner, that the Contract Time is a reasonable time for completion of the Services, taking into consideration the usual conditions for performing the Services. The Contractor agrees to promptly notify the Owner of delays in completing the services under this Contract that are beyond the Contractor's control and for which a Contract Time extension will be requested. If the Contractor neglects, fails, or refuses to complete the Services within the Contract Time, including any time extension granted by the Owner, then

the Contractor agrees to pay the Owner the amount specified below, not as a penalty, but as liquidated damages.

- C. The parties agree that the amount of the likely damages to the Owner for such delay is difficult to ascertain at the time of execution of this Contract, but that a reasonable estimate of such damages may be deducted from any monthly payments due to the Contractor, or from other monies being withheld from the Contractor, when a reasonable estimate of the expected date of completion can be determined by the Owner.
- D. Final accounting of liquidated damages shall be determined at completion and the Contractor shall be liable for any liquidated damages over and above unpaid balances held by the Owner.
- E. The Owner and the Contractor agree that reasonable liquidated damages for delay (but not as a penalty) due from the Contractor to the Owner are \$_____ per day for each calendar day that expires after the Contract Time specified in the Contract until the Work is complete and accepted by the Owner. The Owner shall have no more than ten (10) calendar days to accept or reject the Work.

ARTICLE 3: CONTRACT AMOUNT AND PAYMENTS

The Owner shall pay the Contractor per the Schedule of Quantities and Price established in Exhibit A, up to a not-to-exceed amount of \$_____, inclusive of all expenses and applicable tax, for the satisfactory performance of Work in no more often than monthly progress payments presented on a percent complete basis. All Work performed within the boundaries of the Pueblo is subject to the Pueblo de San Ildefonso Gross Receipts Tax. Contractor shall be responsible for submitting the Gross Receipts Tax. Final payment shall be made only upon the full acceptance of Owner. The making of the final payment shall not release Contractor of any of the obligations of Contractor set forth in this Contract.

ARTICLE 4: CONTRACTOR

- A. The Contractor shall perform the Work as an Independent Contractor pursuant to the terms of this Contract. Contractor is neither an employee nor agent of the Owner for any reason.
- B. The Contractor shall supervise and direct all Work, using Contractor's best attention and efforts. The Contractor shall be solely responsible for all means, methods, techniques, sequences and procedures and for coordinating all portions of the Work under this Contract.
- C. The Contractor shall be financially responsible for and shall pay for all labor, expertise, materials, and services necessary for the proper execution and completion of the Work.
- D. The Contractor shall be responsible for the performance of its employees and shall not employ anyone not skilled in the task assigned to them. The Contractor shall be responsible for the acts and omissions of its employees and agents.
- E. The Contractor shall be responsible for the payment of any applicable taxes as a result of receipt of funds under this Agreement, including but not limited to the Pueblo's gross receipts tax under the Pueblo Tax Act for all work performed while within the Pueblo's exterior boundaries. All receipts for work performed by Contractor or the Contractor's

subcontractors within the Pueblo's exterior boundaries are considered as Class 1 Gross Receipts and must be reported using the New Mexico Taxation and Revenue Department (NMTRD) Combined Reporting System in accordance with the Pueblo de San Ildefonso-State of New Mexico Gross Receipts Tax Cooperative Agreement and using Location Code 01-975 as shown the NMTRD Gross Receipts Tax Rate Schedule. The Contractor shall not bill the Pueblo for such taxes as an amount over the contract price.

- F. The Contractor shall comply with all laws, ordinances, rules, regulations, building codes and orders regarding the Work performed under this Contract.
- G. Unless permission is granted in writing by Owner, Contractor shall not employ any subcontractor to perform the Work under this Contract. If permission of Owner is granted it will also provide any applicable terms and conditions related to Owner's permission.
- H. Contractor shall furnish Owner appropriate releases or waivers of lien for all work performed or materials provided.
- I. Contractor represents that it has visited the site for the performance of the Work and is familiar with the local conditions under which the Work is to be performed.
- J. Contractor shall be responsible solely for his own and his employees' and agent's activities on the site. Contractor shall supervise and direct all work. Contractor shall comply with all applicable laws, ordinances and rules regarding the Work being performed, including but not limited to the following:
 - 1. Photography on Pueblo land is prohibited without a permit issued by the Owner. All photography for personal use is prohibited. Contractor will work with the Owner to acquire a permit for photography needed for construction and related activities and only personnel authorized under the permit will be allowed to take photographs.
 - 2. The Pueblo has the right as a government to protect its Pueblo from conduct and activities that threaten or directly affect the Pueblo's political integrity, economic security, health, and/or welfare.
 - 3. The provisions of the Archeological Resources Protection Act ("ARPA") apply to all Contractor employees and subcontractors, if any, in the conduct of their activities on the Pueblo. Any unlawful damage, destruction, disturbance, or defacement of any archeological resource located on the Pueblo will be considered a violation of the ARPA, 16 U.S.C. § 1470, and may result in prosecution by the United States Department of Justice, fines up to \$20,000, and up to 2 years in prison.
 - 4. The Pueblo's sex offender reporting requirements as well as any other rules or regulations apply to registered sex offenders on Pueblo lands. The Contractor shall identify and certify whether or not any Contractor employee or subcontractor employee is subject to self-reporting as a registered sex offender. The Owner reserves the right to require that an employee may be subject to additional background check by the Owner if the Owner determines the need to conduct such a check.
- K. Contractor shall be responsible for initiating, maintaining and supervising all safety precautions in connection with the Work. Contractor shall take appropriate precautions to avoid injury, loss or damage to all employees and other persons associated with the Work

being performed under this Agreement. The obligations in this section do not relieve any construction contractor from their responsibility for maintaining a safe jobsite.

- L. Contractor will be responsible for obtaining any work permits or tax registration fees required by the Pueblo.
- M. Contractor shall not hire any employee of Owner for any of the Work under this Contract without the Owner's written approval.
- N. Contractor agrees to retain and provide to Owner if requested, documentation of all expenditures for the Work.
- O. Contractor warrants and guarantees to Owner that all Work will be in accordance with the Contract Documents and will not be defective. Owner, Engineer, and all officers, directors, members, partners, employees, agents, consultants, and subcontractors shall be entitled to rely on Contractor's warranty and guarantee.
- P. If within one year after the date of substantial completion, any Work is found to be defective, or if the repair of any damages to the Site, adjacent areas that Contractor has arranged to use through construction easements or otherwise, and other adjacent areas used by Contractor as permitted by Laws and Regulations, is found to be defective, then Contractor shall promptly and without cost to Owner, correct such defective Work. Equipment warranties will stem from the manufacturer.

ARTICLE 5: STANDARD OF CARE

The standard of care for all related services performed or furnished by Contractor under this Contract will be the care and skill ordinarily used by members of the subject profession practicing under similar circumstances at the same time and in the same locality.

ARTICLE 6: INDEMNIFICATION, BONDS AND INSURANCE

- A. The Contractor shall indemnify and hold harmless the Owner, its Governor, Council, its agents and employees from and against any claims, suits, damages, liability, losses and expenses including but not limited to attorney's fees arising out of or relating to the performance of the Work caused in whole or in part by the acts or omissions of Contractor or anyone working directly or indirectly for them or at their direction.
- B. Before starting Work, Contractor shall furnish a performance bond and a payment bond from surety companies that are duly licensed or authorized to issue bonds in the required amounts in the jurisdiction in which the Project is located. Each bond shall be in an amount equal to the Contract Price, as security for the faithful performance and payment of all of Contractor's obligations under the Contract. These bonds shall remain in effect until the completion of the correction period, but in any case, not less than one year after the date when final payment becomes due.
- C. The Contractor shall purchase insurance from and maintain in a company lawfully authorized to do business in the jurisdiction where the Work is performed, such insurance as will protect the Contractor from the claims set forth below which may arise out of or result from the Contractor's operations under this Contract and for which Contractor may be

legally liable, whether such operations are by Contractor or anyone directly or indirectly employed by them or anyone acting at their direction.

1. Claims under workers' or workmen's compensation, disability benefits or other similar benefits, which are applicable to the Work, performed.
 2. Commercial General Liability insurance with a minimum combined single limit of ONE MILLION DOLLARS (\$1,000,000) each occurrence. The policy shall be applicable to all premises and operations. The policy shall include coverage for bodily injury, broad form property damage, personal injury, blanket contractual, independent contractors, products and completed operations.
 3. Comprehensive Automobile Liability insurance with minimum combined single limits for bodily injury and property damage at not less than ONE MILLION DOLLARS (\$1,000,000) each occurrence with respect to each of Contractor's owned, hired or non-owned vehicles assigned to or used in the performance of the services. If the Contractor has no owned automobiles, the requirements of the paragraph shall be met by each employee of the Contractor providing services under this Contract.
 4. Professional/Contractor Liability insurance with minimum limits of ONE MILLION DOLLARS (\$1,000,000) each occurrence.
- D. The policy required in Sections 2 and 3 above shall be endorsed to include Owner, its agents and employees as additional insureds. The policies listed above shall be primary and any Owner insurance shall be excess and not contributory to that provided by Contractor. No additional insured endorsement shall contain any exclusion for bodily injury or property damage arising from completed operations. The Contractor shall be responsible for any deductible losses under the policies listed above.
- E. Contractor shall provide evidence that the policies providing the required coverage is in full force and effect and shall be submitted to Owner prior to commencement of the Work. Such certificates shall be provided by Contractor's insurance agent. The certificate shall identify this Contract and provided that the coverage under the policies will not be cancelled, terminated or materially changes until at least thirty (30) days prior notice has been given to Owner. Contractor shall still comply with the policy requirements even if they make changes to such policies. Failure to maintain such policies shall constitute a material breach and allow Owner to immediately terminate this Contract.
- F. To the extent Contractor utilizes any Sub-Contractor with respect to the Work, Contractor agrees to ensure that such Sub-Contractor also complies with the insurance provisions of this Contract prior to initiating any of the Work.

ARTICLE 7: ASSIGNMENT

Contractor shall not assign or transfer any interest in this Contract, the Work to be performed under this Contract or assign any claims for money due or to become due under this Contract without the prior written consent of Owner.

ARTICLE 8: DISPUTE RESOLUTION

- A. Mediation: If a dispute arises concerning a provision of the Contract, the parties agree to try in good faith to resolve the dispute. In the event that the dispute cannot be resolved by the parties, the party making the claim of non-compliance shall deliver to the other party written notice thereof, specifying the nature of action or failures to act that are alleged to be contrary to the Contract terms. If the matter remains unresolved after fifteen (15) days after receipt of the notice of claim, the parties shall submit the dispute to a mutually agreed upon mediator. The mediation shall be conducted under the voluntary Commercial Mediation Rules of the American Arbitration Association. The parties shall bear their own costs and shall share the costs charged by the mediator.
- B. Arbitration: In the event that mediation does not result in resolution of the dispute, the party making the claim of noncompliance can, by written notice to the other party, invoke arbitration. Arbitration shall be conducted in New Mexico under the Arbitration Rules of the American Arbitration Association, excluding Rule 52(c), except that the arbitrator(s) shall be attorney(s) who are licensed in good standing of the State Bar of New Mexico and shall have experience in Indian Affairs and commercial law. The decision of the arbitrator(s) shall be final. All parties shall bear their own costs of arbitration and attorney fees.
- C. Sovereign Immunity: By entering this Agreement, the Pueblo does not waive, limit, or modify its sovereign immunity from suit.

ARTICLE 9: TERMINATION

If the Contractor defaults or neglects to carry out the Work or fails to perform any provision of this Contract, the Owner may upon seven (7) days written notice terminate the Contract. This option shall be without prejudice to any other remedy and in addition to any other remedies or rights to damages at law or in equity.

ARTICLE 10: EARLY TERMINATION

This Contract is funded in whole or in part by funds made available und an Indian Affairs Department Grant Agreement. Should the Indian Affairs Department early terminate the grant agreement, the Grantee may early terminate this contract by providing contractor written notice of such termination. In the event of termination pursuant to this paragraph, the Grantee's only liability shall be to pay contractor or vendor for acceptable goods delivered and services rendered before the termination date.

ARTICLE 11: MISCELLANEOUS

- A. No failure to enforce any provision of this Contract for any breach thereof shall be considered as a waiver of any right to enforce provisions of this Contract concerning any subsequent or continuing breach.
- B. If any provision of this Contract is declared by a court of competent jurisdiction to be invalid for any reason, such shall not affect the remaining provisions. The remaining provisions

shall be fully severable, and this Agreement shall be construed and enforced as is such invalid provision had never been included.

- C. No amendment to this Contract shall be effective unless made by written instrument signed by both of the parties hereto.
- D. This Contract contains the entire agreement between the parties, superseding in all respects all prior oral or written agreements or understandings pertaining to the matters covered under this Contract.
- E. Notice for any matter involving or arising out of this Contract shall be given in writing as follows.

ARTICLE 12: NON-APPROPRIATION

The terms of this Agreement are contingent upon sufficient appropriations and authorization being made by the Legislature of New Mexico for the performance of this Agreement. If sufficient appropriations and authorization are not made by the Legislature, the Grantee may immediately terminate this Agreement by giving the Contractor written notice of such termination. The Grantee's decision as to whether sufficient appropriations are available shall be accepted by the Contractor and shall be final.

ARTICLE 13: NOTICE TO PARTIES:

Notice for any matter involving or arising under this Agreement shall be given in writing as follows:

i) To the Contractor:

ii) To the Pueblo:

Governor
Pueblo de San Ildefonso
02 Tunyo Po
Santa Fe, New Mexico 87506
(505) 455-2273

Tribal Administrator
Pueblo de San Ildefonso
02 Tunyo Po
Santa Fe, New Mexico 87506
(505) 455-2273

ARTICLE 14: ENTIRE AGREEMENT AND AMENDMENT:

This Agreement constitutes the entire agreement of the parties and supersedes all proposals, prior agreements and other communications, whether oral or written. This agreement shall not be altered, changed or amended except in writing, signed by both parties.

ARTICLE 15: CONFIDENTIAL AND PROPRIETY INFORMATION

- A. Contractor agrees to hold in strict confidence any and all information (referred to as "Confidential Information") provided in the course of rendering Services. "Confidential Information" shall mean any confidential, secret, and/or proprietary knowledge or information concerning the business or culture of the Pueblo or its businesses, and confidential or proprietary designs, inventions, processes, formula, marketing or business plans and strategies, devices, research, work or material (whether or not patentable) directly or indirectly used or useful in any aspect of Pueblo's business operations.
- B. Except as permitted or directed by the Pueblo, Contractor shall not, either during the term of this Agreement or at any time thereafter, divulge, furnish or make accessible to anyone or use in any way (other than in the ordinary course of the performance of this Agreement) any Confidential Information which the Contractor has acquired or become acquainted with or will acquire or become acquainted with prior to the expiration and/or termination of Contractor's rights and obligations hereunder. Without limitation of the generality of the foregoing, Contractor shall use their best efforts to prevent the unauthorized disclosure and/or use of such Confidential Information. Contractor acknowledges that the Confidential Information constitutes a unique and valuable asset acquired at great time and expense, and that any disclosure or use of any Confidential Information other than in furtherance of this Agreement will be wrongful and would cause irreparable harm to the Pueblo. The foregoing obligations of confidentiality, however, shall not apply to any knowledge or information which is now published or which subsequently becomes generally publicly known, other than as a direct or indirect result of the breach of this covenant. In the event of a breach or actions that suggest an inadequate remedy at law, both preliminary and permanent equitable injunctive relief is hereby deemed necessary and shall be available to protect the rights of the Pueblo.

ARTICLE 16: OWNERSHIP AND DELIVERY OF MATERIALS

- A. Any information or documents provided to or developed, in whole or in part, by the Contractor in the performance of this Agreement are works undertaken on behalf of the Pueblo and shall at all times be the property of the Pueblo and shall not be retained by Contractor; and Contractor hereby assigns and transfers to the Pueblo all rights, titles, and interests therein. Immediately upon the expiration or earlier termination of this Agreement, Contractor must deliver to the Pueblo all papers, documents, and any other tangible information regardless of form or medium, containing or constituting such work product or that relate to, or were made available in connection with the Contractor's services hereunder.

The Contractor shall be allowed to retain a copy of the documents, papers, and other tangible information constituting the work product for their records.

- B. The Pueblo shall not reuse or make any modifications to the documents without the prior written authorization of the Contractor. If the Pueblo modifies the documents without written authorization, the Pueblo agrees to defend and hold harmless the Contractor against any damages, liabilities or costs, including reasonable attorneys' fees and defense costs, arising from or allegedly arising from or connected with the unauthorized reuse or modification of the documents by the Pueblo.

THE UNDERSIGNED HEREBY AGREE TO THE TERMS CONTAINED IN THIS AGREEMENT:

For the Contractor: _____

Date

For the Pueblo de San Ildefonso:

Christopher A. Moquino, Governor

Date