

**PUEBLO de SAN ILDEFONSO**  
**REQUEST FOR PROPOSALS (RFP)**  
**DESIGN & CONSTRUCTION SERVICES**  
**for the**

**Pueblo de San Ildefonso**  
**Audio/Visual Equipment Design and Installation Project**



**RFP # SI-RFP-26-004**

**Release Date: January 13, 2026**

**Pre-Proposal Meeting: January 27, 2026 at 1:00 p.m.**

**Proposal Due Date: February 13, 2026 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](http://www.sanipueblo.org)**

**RFP documents and subsequent addenda are available under the  
'JOBS/RFPS' tab on the home page of the website.**

## **REQUEST FOR PROPOSALS # SI-RFP-26-004**

The Pueblo de San Ildefonso is issuing a Request for Proposals (**RFP**) # **SI-RFP-26-004** for interested Consultants for **Audio/Visual Equipment Design and Installation**.

Applicants for this RFP should structure proposals to address all phases of development as described in the present RFP, from planning through final design and construction.

**Proposal Delivery:** Proposals may be submitted electronically to the Tribal Administrator, John Gonzales at [j.gonzales@sanipueblo.org](mailto:j.gonzales@sanipueblo.org). Or proposers can deliver hard copies of proposals including one (1) reproducible unbound original, and four (4) original copies, and one digital copy of their Proposal in a sealed envelope 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 acceptable.**

The envelope or email must be clearly marked "**RFP # SI-RFP-26-004, SAN ILDEFONSO AUDIO/VISUAL EQUIPMENT DESIGN AND INSTALLATION PROJECT**"

Please direct any questions regarding this RFP to John Gonzales, Tribal Administrator 505.455.4118, email: [j.gonzales@sanipueblo.org](mailto:j.gonzales@sanipueblo.org).

The full Request for Proposals, and any subsequent addenda, can be downloaded by Proposers at the following website: [www.sanipueblo.org](http://www.sanipueblo.org), under the JOBS/RFPS tab 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 January 27, 2026 at 1:00pm. Confirm your intention to attend the Pre-Proposal Meeting by emailing the Tribal Administrator, John Gonzales at [j.gonzales@sanipueblo.org](mailto:j.gonzales@sanipueblo.org) by 10:00 a.m. Tuesday, January 27th. Attendance at the Pre-Proposal Meeting is encouraged but not 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 SCHEDULE**

- RFP Release: January 13, 2026
- Pre-Proposal Meeting: January 27, 2026 1pm
- Proposal Due Date and Time: February 13, 2026 3pm

### **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 (<https://sanipueblo.org>) under the JOBS/RFPS tab on the home page. Deadline for submission of the proposal may be adjusted to allow for revisions. To be considered, 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 planning, design as well as furnishing and installation of the Audio/Visual Equipment

B. Information to be furnished by the Owner

- Plans of the Pueblo de San Ildefonso Gymnasium and Tewa Center where the Audio/Visual Equipment will be installed.

#### **V. SCOPE OF SERVICES**

##### **Anticipated Phases of Project Development:**

- Planning Phase
  - Programming (scope, size, quality, location, cost, etc.)
  - Schematic Design
- Final Design Phase
  - Design Development

- Furnishing and Installation Phase
  - Furnishing and Installation of the Audio Visual Equipment identified during the Planning and Design Phases
  - Start up and Training of Pueblo Staff

**General:**

The purpose of this project is to equip the Gymnasium and/or the Tewa Center with state of the art Audio/Visual Equipment. The Tribal Gymnasium was constructed almost 50 years ago. The material used to construct the Gym includes concrete pumice block walls, the roof is made of plywood panels supported by trusses and the flooring consists of vinyl tiles covering a concrete slab. The Gym is large enough to hold events so that the entire community can attend. Acoustically the Gym is not very conducive for events where it is important to listen to and understand presenters. Whenever visual aids are required a standard size projection screen is used which isn't large enough for all to see. The Tewa Center recently went through a renovation, but is also in need of a new AV system.

The Pueblo intends to contract with an expert specializing in equipping large halls with the latest audio/visual technology. Firms with specialized knowledge will be invited to develop a plan to improve the overall audio/visual qualities in the Gym and/or Tewa Center including the associated costs. The selected firm will be responsible for planning and designing the new system, along with furnishing, installing and connecting all system components, and system start-up, including training of Pueblo staff on operations and maintenance procedures.

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 Design Phase services, 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.

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

- One legible hard copy and one electronic copy (Adobe Acrobat PDF format) of progress plans, specifications, and cost estimate
- Written responses to all comments (not required at the first submittal)
- Updated reports as completed by the Consultant
- Mechanical plans showing the proposed equipment layout
- Electrical plans showing the proposed electrical equipment layout
- Equipment list that includes catalog-cut sheets for all equipment
- Estimated project schedule and sequencing plan
- Estimated cost of construction and projected costs of operations and maintenance

Consultant shall provide an itemized estimate of the total project cost based on the expected period of construction. Aside from upfront capital cost to construct the facility, Consultant shall also project realistic operations and maintenance costs for a period of 5 years.

During final design development, Consultant shall prepare all design calculations and drawing layouts. Design work shall comply with all appropriate federal and tribal design standards, codes, and guidelines, including EPA, and building and electrical codes. Complete all drawings and details,

prepare technical specifications, special provisions, opinion of probable construction cost, and all other appropriate architectural and engineering services necessary.

### **Project Control**

1. The Consultant 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.
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 access permits and covering business 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 as hard copies or in digital format to print as follows:

- Standard 8 ½ x 11 inch paper (larger paper is permissible for charts, spreadsheets, etc.)
- Clear delineation of 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 team members involved
- c. Project description
- d. Client name
- e. Client contact (address, phone, e-mail)
- f. Year completed
- g. Total cost, including amendments/change orders
- h. Original schedule for completion of professional services
- i. Final actual schedule of completion of professional services
- j. Describe change orders/amendments
- k. Consultant's original estimate of total project cost
- l. Total project 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 project.
- 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 and Approach:** The Proposal shall include a description of the Consultant's understanding of the Project, and proposed approach to complete 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. **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.
- c. **Project Design Schedule:** The Proposal shall include a proposed schedule for completion of each element of Project development, from planning, through design, furnishing and installation of the equipment, and system start-up and training of Pueblo staff on proper operation and maintenance of the new system.

**6. Include as Attachment F: Consultant Fee Schedule (20 points):** Compensation will ultimately be established on a lump sum basis for all phases of the project. While reviewing the Consultant's fee history 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 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.

**7. 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.

**8. Include as Attachment H: Insurance Certificates.** Include insurance certificates for the insurance types and amounts listed in the contract provisions.

## **VII. 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.

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Signature of Contractor

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Printed Name of Contractor's Signer

Title of Contractor's Signer

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Company Name

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Company Address

---

City, State, Zip Code

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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

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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**

**PUEBLO DE SAN ILDEFONSO**

**STANDARD FORM OF AGREEMENT  
FOR PROFESSIONAL SERVICES**



**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, entitled \_\_\_\_\_.

**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.

### **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. 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.
- K. Contractor will be responsible for obtaining any work permits or tax registration fees required by the Pueblo.
- L. Contractor shall not hire any employee of Owner for any of the Work under this Contract without the Owner's written approval.
- M. Contractor agrees to retain and provide to Owner if requested, documentation of all expenditures for the Work.

## **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 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. 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.
- C. 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.
- D. 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.
- E. 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