

**PUEBLO OF POJOAQUE
REQUEST FOR PROPOSALS (RFP)
ENGINEERING SERVICES
for the
PUEBLO OF POJOAQUE BEHAVIORAL HEALTH CENTER EXPANSION
ARCHITECTURAL/ENGINEERING SERVICES**



Project # IGA 609-21-F2505

Release Date: October 19, 2023

Proposal Due Date: November 22, 2023, no later than 3:00 p.m.

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

Website Address: [Pojoaque.org/rfp](https://pojoaque.org/rfp)

**RFP documents and subsequent addenda are available under the "Request for
Proposals" heading at the bottom home page of the website.**

PUEBLO OF POJOAQUE

REQUEST FOR PROPOSALS – Project Number IGA 609-21-F2505

The Pueblo of Pojoaque is issuing a Request for Proposals (Project # IGA 609-21-F2505) for interested Architectural Consultants for planning and design related to the Pueblo of Pojoaque Behavioral Health Facility.

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

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

Pueblo of Pojoaque
Grants Department
C/O Christy Ladd
78 Cities of Gold Road
Santa Fe, NM 87506

Proposals received after the cited time will be considered late and are not acceptable.

The envelope must be clearly marked **“SEALED Project # IGA 609-21-F2505, PUEBLO OF POJOAQUE BEHAVIORAL HEALTH CENTER EXPANSION – ARCHITECTURAL/ENGINEERING SERVICES”**

Please direct any questions regarding this RFP to Christy Ladd, Grants Manager, at email cladd@pojoaque.org, telephone: 505-455-5505.

The full Request for Proposals, and any subsequent addenda, are accessible via the Pueblo's website: <https://pojoaque.org> – “Request for Proposals” at the bottom of the home page. Bidders are responsible for monitoring the website referenced above for notifications of changes and addenda related to this project.

A Pre-Proposal Meeting will not be held, but interested parties are encouraged to direct all questions related to the RFP to Christy Ladd, Grants Manager by November 15, 2023

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I. PROPOSAL DEFINITIONS

Definitions:

"Owner" means the Pueblo of Pojoaque

"Pueblo" means the Pueblo of Pojoaque

"Tribe" means the Pueblo of Pojoaque

"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: October 19, 2023
- RFP Questions Due: November 15, 2023
- Response to Questions: November 17, 2023
- **Proposal Due Date and Time:** November 22, 2023

Phases of Project Development (as further defined in Section V of the present RFP):

- Planning Phase
- Preliminary/Schematic Design Phase
- Final Design Phase

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 based on 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 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 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://pojoaque.org/rfp> via the Project # IGA 609-21-F2505 located on the home page. The 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.
 - 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 of Pojoaque 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 judgement, 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 the 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 and design of the Pueblo of Pojoaque Behavioral Health Facility Expansion.

The expansion will be added to the existing Behavioral Health Building located at:
101 Lightening Loop
Santa Fe, NM 87506

As-builts (Wayne Andrews, A.I.A. Albuquerque, NM) can be located via the Pueblo of Pojoaque's Website, <https://pojoaque.org>, "Request for Proposals," "Appendix #I – RFP IGA #609-21-F2505 - Behavioral Health Center As-Builts." Please note that the As-Builts are titled "Phase 4 – Physical Therapy." The Phase 4 Physical Therapy building is now titled the "Behavioral Health Center."

V. SCOPE OF SERVICES

Anticipated Phases of Project Development:

- Planning Phase:
 - Structural Assessment to be completed by a Civil or Structural Engineer
 - Site Visit and Inspection
 - Gather structural specimens as necessary for laboratory testing (test for common defects in the concrete)
 - Engineer to prepare a report on defects found during the site inspection. The Engineer should also include aspects of architectural and structural variations.
 - The Engineer and Architect should provide itemized findings from the inspection and testing and provide a detailed report on the integrity of the existing Behavioral Health Facility.
 - Engineer and Architect should provide recommendations on whether a second floor could be constructed at the existing facility or if a first-floor addition should be added to the existing facility.
 - Host a series of meetings with the Pueblo of Pojoaque Staff and the Community to obtain input for the Preliminary design.
- Preliminary Design Phase: Progressive reviews with the Pueblo of Pojoaque staff and finalization of the Preliminary Design Phase
- Final Design Phase: Design review with the Pueblo of Pojoaque Staff and presentation to the Pueblo of Pojoaque Tribal Council at 30%/60%/90% design.
- Finalization of Construction Documents – Plan, Survey & Estimate (PS&E)

VI. PROPOSAL SUBMITTAL REQUIREMENTS

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

The Proposal shall include all the following information. Failure to include all the required information may result in the 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/attachment.
- Text shall be 12-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 all RFP addenda, if any were issued.

Proposal Body and Evaluation Criteria:

1. Include as Attachment A: Capacity and Capability (20 points)

Include consultant's name, address, and name of primary contact person. Include an Organizational Chart of the specific staff who will comprise the project team, including proposed sub-consultants, for all phases of Planning and Design. Include a narrative description of the capacity and capability of the business, including any sub-consultants, their representatives, qualifications, and locations, to perform the work including any specialized services. Include abbreviated resumes of staff shown in the Organizational Chart.

2. Include as Attachment B: Specialized Design and Technical Competence (20 points)

Provide a narrative description of the project team's specialized technical competence to perform the work associated with the proposed project. Include a description of the following:

- a. **Project Understanding:** The Proposal shall include a description of the Consultant's understanding of the Project and nature of the work associated with the final design of similar facility projects. 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 preliminary list of drawings, specifications, and related documents.
- b. **Project Approach:** The Proposal shall provide a detailed description of the proposed approach to the design phases of the Project: Planning, Preliminary Design, and Final Design Phase. The description shall include details to implement the tasks described in the Scope of Services. The Proposal shall include a discussion regarding the Project's technical issues and the Consultant's approach to handling these issues. 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's 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 Phase of project development. 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).

3. Include as Attachment C: Past Record of Performance (20 points)

Project descriptions of related/comparable past projects that would serve as examples of experience and expertise necessary for the present Project. Provide description of three (3) recent projects that included similar scope of work for the prime consultant and relevant sub-consultant experience. The following information shall be included for each project:

- a. Project title
- b. Role of firm
- c. Firm team members involved.
- d. Project description
- e. Client name
- f. Client contact (address, phone, e-mail)
- g. Year completed.
- h. Total final design fee, including amendments (breakdown by major phase, i.e.: planning, preliminary and final design phases)
- i. Original schedule for completion of professional services (breakdown by major phases, i.e.: planning, preliminary and final design)
- j. Final actual schedule of completion of professional services (breakdown by major phases, i.e.: planning, preliminary and final design phases)
- k. Describe change order/amendments.
- l. Bid award amount

4. Include as Attachment D: Native American Preference (5 Points):

Include documentation if the Consultant is Native American Owned and identify relevant experience working with Indian Tribes.

5. Include as Attachment E: Cost Proposal (35 Points)

Complete Attachment E – Cost Proposal

6. Include as Attachment F: Insurance Certificates.

Include insurance certificates for the insurance types and amounts listed in the contract provisions. A Certificate of Liability Insurance is required.

7. Include as Attachment G: References

Complete Attachment B – References. Provide three (3) professional references.

VII. CONTRACT PROVISIONS

Attached as Exhibit A is the Pueblo's "Independent Consultant Agreement" for Professional Services.

The attached is a representative draft contract and is subject to further terms and amendments. The consultant is hereby made aware that the actual contract may include additional provisions. Also, the agreement ultimately executed between the Pueblo and the Consultant may contain a liquidated damages clause to ensure timely completion of the Work.

End of RFP



PUEBLO OF POJOAQUE

GOVERNOR
Jenelle Roybal
LIEUTENANT GOVERNOR
Jamie Viarrial
TRIBAL SECRETARY
Annette Hooper
TRIBAL TREASURER
Shirley Catanach

OFFICE OF THE GOVERNOR
78 CITIES OF GOLD ROAD
SANTA FE, NEW MEXICO 87506
(505) 455-5052 FAX (505) 455-3684

INDEPENDENT CONSULTANT AGREEMENT

This Independent Consulting Agreement ("Agreement") is made between the **Pueblo of Pojoaque**, a federally recognized Indian tribe located in the state of New Mexico ("Pueblo"), and (**Selected Firm**) a New Mexico corporation located at (address) ("Consultant"). The Pueblo and Consultant may be referred to herein individually as "Party" and collectively as "Parties."

1. **Scope of work.** Consultant shall provide the following services ("Services") to the Pueblo: all services described in the Scope of Services (or proposal) dated _____, attached hereto as Attachment A, and including:

Insert Scope of Work

2. **Term.** This Agreement is for a term of one (1) year and shall commence upon execution of this Agreement. This Agreement may be renewed for one (1) additional year.
3. **Payment.** The Pueblo shall pay Consultant (insert contract amount). This Agreement provides for payment for Services performed and does not include payment for any expenses or other costs incurred by the Consultant in the performance of the Services. Any additional work required outside of the Scope of Work shall be submitted to the Pueblo for approval before the work is conducted or billing initiated.
4. **Invoices.** Consultant shall provide invoices to the Pueblo which are payable within 30 days. The Pueblo shall pay Consultant after each invoice is received on the condition that Consultant's invoice includes a calculation and accounting of Consultant's hours and a description of services performed for the invoice period in a form and with sufficient content acceptable to the Pueblo. The Pueblo may request additional information and condition payment on the receipt of such information.
5. **Taxes.** As a federally recognized Indian Tribe, the Pueblo is exempt from New Mexico sales and use tax. If Consultant work is on land held in trust by the United

States of America on the Pueblo's behalf, then all material used for the Project shall be shipped free on board (FOB) to the trust land and be exempt from sales and use tax. Consultant agrees to pay all taxes incurred or owed by the Consultant as a result of the compensation hereunder, including estimated taxes if eligible. Consultant is solely responsible for payment of any and all taxes payable in connection with Services and compensation.

6. **Independent Consultant.** The Pueblo and Consultant intend that an independent consultant relationship will be created by this Agreement. Consultant shall perform the obligations of this Agreement in the role of an independent consultant. Nothing in this Agreement shall be construed to confer upon Consultant any employment benefits that the Pueblo provides for its employees. Consultant shall pay and be solely responsible for all applicable federal, state, and tribal taxes, including but not limited to income and gross receipts taxes. Consultant shall control the Services and the manner in which the outcome of the Services is achieved.
7. **Liability and Insurance.** Consultant agrees to be liable for and carry the risk for any and all claims, demands, actions, losses, expenses, and liabilities for, or related to loss of or damage to property or injury to or death of any person relating to, in connection with, arising out of, or resulting in any way for the performance of Consultant's work under this Agreement. Consultant agrees to carry insurance in amounts necessary to cover its respective obligations under this Agreement. Consultant shall name as Additional Insureds: The Pueblo of Pojoaque.
8. **Indemnity.** The Consultant agrees to defend, indemnify and hold harmless the Pueblo, and any of their departments, agencies, officers, or employees from all damages, claims or liabilities and expenses (including attorney's fees) arising out of or resulting in any way from the performance of the Services for Pueblo, and caused by any error, omission, or negligent act of the Consultant or any of the Consultant's agents. The indemnity required hereunder shall not be limited by reason of the specification of any particular insurance coverage in this Agreement.

9. **Notice:**

If to Pueblo of Pojoaque:

If to Consultant:

Pueblo of Pojoaque, Grants Office
Christy Ladd, Director
78 Cities of Gold Road
Santa Fe, NM 87506
(505) 455-5055
cladd@pojoaque.org

10. **Confidentiality.** Consultant warrants that it, and its agents, representatives, employees, or sub-consultants, shall maintain the confidentiality of all oral and

written information or documents received from the Pueblo, the Pueblo, and any of its affiliates and all information or data which it, or its agents, representatives, employees, or sub-consultants, develops or prepares pursuant to the Agreement. "Confidential Information" means all information or materials furnished by the Pueblo or the Pueblo to Consultant, orally, or in written or electronic form, which is confidential, proprietary, or otherwise not generally available to the public. Materials acquired by Consultant in connection with Services (acquired from the Pueblo or a third party or developed by Consultant) and not generally available to the public will constitute confidential materials of the Pueblo or the Pueblo ("Confidential Materials"). Confidential Materials may include, without limitation, plans, designs, specifications, recommendations, reports, documents, notes, photographs, computer programs, prototypes, samples and other materials that contain Confidential Information. "Proprietary Information" means knowledge of, or all information not in writing, of a private, secret, sensitive or confidential nature concerning the Pueblo's or Pueblo's businesses, prospective businesses, business relationships, business locations, business strategies, or financial affairs. Proprietary Information includes but is not limited to inventions, products, processes, methods, techniques, formulas, compositions, compounds, projects, developments, research data, financial data, personnel data, computer programs, customer and supplier lists, and contacts or knowledge of customers, prospective customers, business partners or prospective business partners. Consultant acknowledges and agrees that this Confidentiality provision of this Agreement is of the highest concern and priority to the Pueblo, and that this Confidentiality provision is a material part of this Agreement, the breach of which will result in immediate termination of this Agreement and non-payment of any outstanding invoices.

11. **Ownership and Rights to Services Produced.** The work product produced by Consultant under this Agreement shall be the sole property of the Pueblo, and the Pueblo shall retain all rights to the work product, information, or data produced by the Consultant.
12. **Use of Pueblo of Pojoaque Property and Facilities.** Consultant shall obtain permission from the Contact Person prior to using any of the Pueblo's facilities, property, or equipment, including electronic equipment, in performing the Services under this Agreement.
13. **Contact Person.** Consultant's contact person at the Pueblo shall be Christy Ladd. Any questions, concerns, or logistical issues Consultant, or its agents, representatives, employees, or sub-consultants, regarding Services shall be directed to the contact person. The contact person will be responsible for communicating with Consultant throughout the Term of Agreement.
14. **Complete Agreement.** This Agreement supersedes and replaces any and all prior agreements or understandings. This Agreement incorporates all of the agreements, covenants, and understandings between the Parties concerning the subject matter

of this Agreement. No prior agreements, covenants or understandings, oral or written shall be valid or enforceable unless embodied in this Agreement.

15. **Amendment to Agreement.** Any changes to this Agreement shall be made only by written, mutual consent of the Parties.
16. **No Assignment.** The Consultant shall not assign or transfer any interest in this Agreement nor assign any claims for money due or to become due under this Agreement without the Pueblo prior written approval.
17. **Subcontractors.** Consultant shall not subcontract any Services under this Agreement without prior written approval of the Pueblo. The Pueblo shall not be responsible for payment of subconsultants.
18. **Severability.** If any provision of this Agreement or the application thereof to any person or circumstance is held invalid, the remainder of this Agreement shall not be affected and remain in force.
19. **Termination.** This Agreement may be terminated at will at any time and in any manner by the Pueblo. If Consultant chooses to terminate this Agreement before the end of the Term of Agreement, Consultant must provide written notice to the Pueblo thirty (30) days in advance to the address listed in Notice, paragraph 9. After termination the Pueblo shall pay for any services actually rendered under this Agreement upon receipt of detailed invoice from Consultant.
20. **Choice of Law; Jurisdiction; Venue.** This Agreement shall be governed by and interpreted in accordance with the laws of the Pueblo of Pojoaque. Any dispute arising under, related to, or in connection with this Agreement shall be subject to the exclusive jurisdiction of the Pueblo of Pojoaque Tribal Court. Contractor agrees to submit to the exclusive personal and subject matter jurisdiction and venue of the Pueblo of Pojoaque Tribal Court.
21. **No Waiver of Sovereign Immunity.** Nothing in this Agreement shall be construed as a waiver of sovereign immunity, express or implied, of the Pueblo of Pojoaque, or any of its affiliated organizations, programs, departments or corporations, including PCC, or any of their respective shareholders, officers, directors, employees, agents, independent Contractors, representatives, or affiliates.
22. **Consensual Agreement.** This Agreement is executed on the Pueblo of Pojoaque and is a consensual agreement within the meaning of *Montana v. United States*, 450 U.S. 544 (1981).
23. **Effective Date.** This Agreement shall become effective upon signature by both Parties. Consultant shall provide the Pueblo with an original signature.

IN WITNESS THEREOF, the Parties have executed this Agreement as of the Effective Date indicated below.

Pueblo of Pojoaque

(Selected Firm)

By: _____

By: _____

Name: Jenelle Roybal

Name: _____

Title: Governor

Title: _____

Date: _____

Date: _____

VIII. SIGNATURE PAGE

To be included with Proposal submittal package.

X

Signature of Contractor

X

Printed Name of Contractor's Signer

X

Title of Contractor's Signer

X

Company Name

X

Company Address

X

City, State, Zip Code

X

Telephone # and Fax #

X

Email Address

X

Federal Tax ID

The above individual is authorized to sign on behalf of the 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

COST PROPOSAL

ATTACHMENT E

Proposer: _____

Provide specific itemized charges and services for each of the phases. The proposal should include a list of any proposed or anticipated additional services that may be required and additional fees that would be charged.

It is understood that once the Concept Review has been completed, the owner reserves the right to suspend, delay, or terminate the Preliminary Design or Final Design Development

Please note that Administrative Fees, travel, and reimbursable costs are not allowable per the New Mexico Indian Affairs Department Intergovernmental Agreement.

FEES

A/E Fee for Planning, Preliminary and Final Design (Lump Sum): \$ _____

For information only, please break out the following:

A/E Fee for Planning: \$ _____

A/E Fee for Conceptual Design: \$ _____

A/E Fee for Schematic Design: \$ _____

A/E Fee for 30% Design: \$ _____

A/E Fee for 60% Design: \$ _____

A/E Fee for 90% Design: \$ _____

A/E Fee for PS&E Package: \$ _____

End of Cost Proposal

REFERENCES

ATTACHMENT G

Proposer: _____

Provide company name, address, contact person, telephone number, and appropriate information on the services provided to customers similar to those requested in this RFP. Potential subcontractors cannot be references.

Company Name: _____

Address: _____

Contact Person: _____ Phone No: _____

E-Mail Address: _____

Services Provided: _____

Company Name: _____

Address: _____

Contact Person: _____ Phone No: _____

E-Mail Address: _____

Services Provided: _____

Company Name: _____

Address: _____

Contact Person: _____ Phone No: _____

E-Mail Address: _____

Services Provided: _____
