

PUEBLO OF POJOAQUE
REQUEST FOR PROPOSALS (RFP)
ARCHITECTURAL/ENGINEERING SERVICES
for the
WHITE SANDS PHASE III SUBDIVISION COMMUNITY CENTER



Project # RFP #609-24-TF05-1

Release Date: March 21, 2025

Proposal Due Date: April 18, 2025 no later than 3:00 p.m.

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

Website Address: <https://pojoaque.org/rfp>

RFP documents and subsequent addenda are available under the "News/Posts" heading on the home page of the website.

The Pueblo of Pojoaque is issuing a Request for Proposals (Project #609-24-TF05-1) for interested Architectural or Engineering Firms for the design related to the White Sands Phase III Subdivision Community Center, which is owned by the Pueblo of Pojoaque.

Applications for this RFP should structure proposals to address all phases of development as described in the RFP through completion of the design of the new Community Center.

Sealed Proposals: Proposers have the option to deliver one (1) reproducible unbound original and three copies to the following address

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

Or, email an electronic version in PDF format to cladd@pojoaque.org AND to FNMaestas@pojoaque.org

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

The envelope or Subject Line in the email must indicate "SEALED Project # 609-24-TF05-1 – Pueblo of Pojoaque White Sands Phase III Community Center."

Please direct any questions regarding this RFP to Christy Ladd, Planning & Development Director, at email cladd@pojoaque.org, telephone: 505-455-5508.

The full Request for Proposals, and any subsequent addenda, are accessible via the Pueblo's website: <https://Pojoaque.org> using the RFP Project title. Bidders are responsible for monitoring the website referenced above for notifications of changes and addenda related to this project.

A non-mandatory Pre-Proposal Meeting will be held on April 4, 2025. To register for the Pre-Proposal Meeting, please contact Fredrica Maestas at FNMaestas@pojoaque.org or at 505-455-5058.

RFP Table of Contents

- I. PROPOSAL DEFINITIONS
- II. PROPOSAL AND PROJECT PHASES AND SCHEDULE
- III. PROPOSAL TERMS AND CONDITIONS
- IV. PROJECT BACKGROUND AND REQUIREMENTS
- V. SCOPE OF SERVICES
- VI. PROPOSAL SUBMITTAL AND REQUIREMENTS
- VII. CONTRACT PROVISIONS
- VIII. SIGNATURE PAGE

- 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 the RFP.

- II. PROPOSAL AND PROJECTS PHASES AND SCHEDULE

Proposal and Project Schedule:

- RFP Release: March 21, 2025
- Pre-Proposal meeting: April 4, 2025
- RFP Questions Due: April 9, 2025
- Response to Questions: April 11, 2025
- **Proposal Due Date and Time: April 18, 2025 – 3:00pm**

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

- Programming/Schematic Design Phase
- Design/Development Phase
- Topographic Survey
- Geotechnical Investigation
- Furniture/Fixtures/Equipment (FF&E)
- Security/IT Plan

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 # 609-24-TF05-1 of 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 straightforward, concise description of the Proposer's ability to meet the requirements of the RFP.
- F. A Pueblo of Pojoaque Independent Contractor Agreement (ICA) 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-BACKGROUNDAND-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 Pueblo of Pojoaque White Sands Phase III Subdivision Community Center.

V. SCOPE OF SERVICES

The Pueblo of Pojoaque Community Center at the White Sands Phase III Subdivision will be located centrally in this housing area. The survey plat is attached. The Environmental Assessment and Cultural Clearances have been completed (the survey plat is attached – Tract D “Future Community Area).

The new Community Center is planned to be approximately 7,400 square feet and will house the Pueblo of Pojoaque Housing Authority, the Community Health Representatives, and will provide the Community with a commercial kitchen and community gathering areas.

- Programming/Schematic Design Phase
- Design/Development Phase
- Topographic Survey
- Geotechnical Investigation
- Furniture/Fixtures/Equipment (FF&E)
- Security/IT Plan
- Final Design – Construction Package: Completion of Stamped Final Design

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.

The Proposal must be limited to 15-pages (not including the signature, cost proposal, and reference pages).

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 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: 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 consultants understanding of the Project and nature of the work associated with the required planning activities. 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. 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. **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 fee, including amendments (breakdown by major phase i.e., design phase services)
- i. Original schedule for completion of professional services (breakdown by major phases, i.e.: design phase services)
- j. Final actual schedule of completion of professional services (breakdown by major phases, i.e. design phase services)
- k. Describe change order/amendments.
- l. Bid award amount

IV. 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.

V. Include as Attachment E: Cost Proposal (35 Points)
Complete Attachment E — Cost Proposal

VI. Include as Attachment F: Insurance Certificates.
Include insurance certificates for the insurance types and amounts listed in the contract provisions.

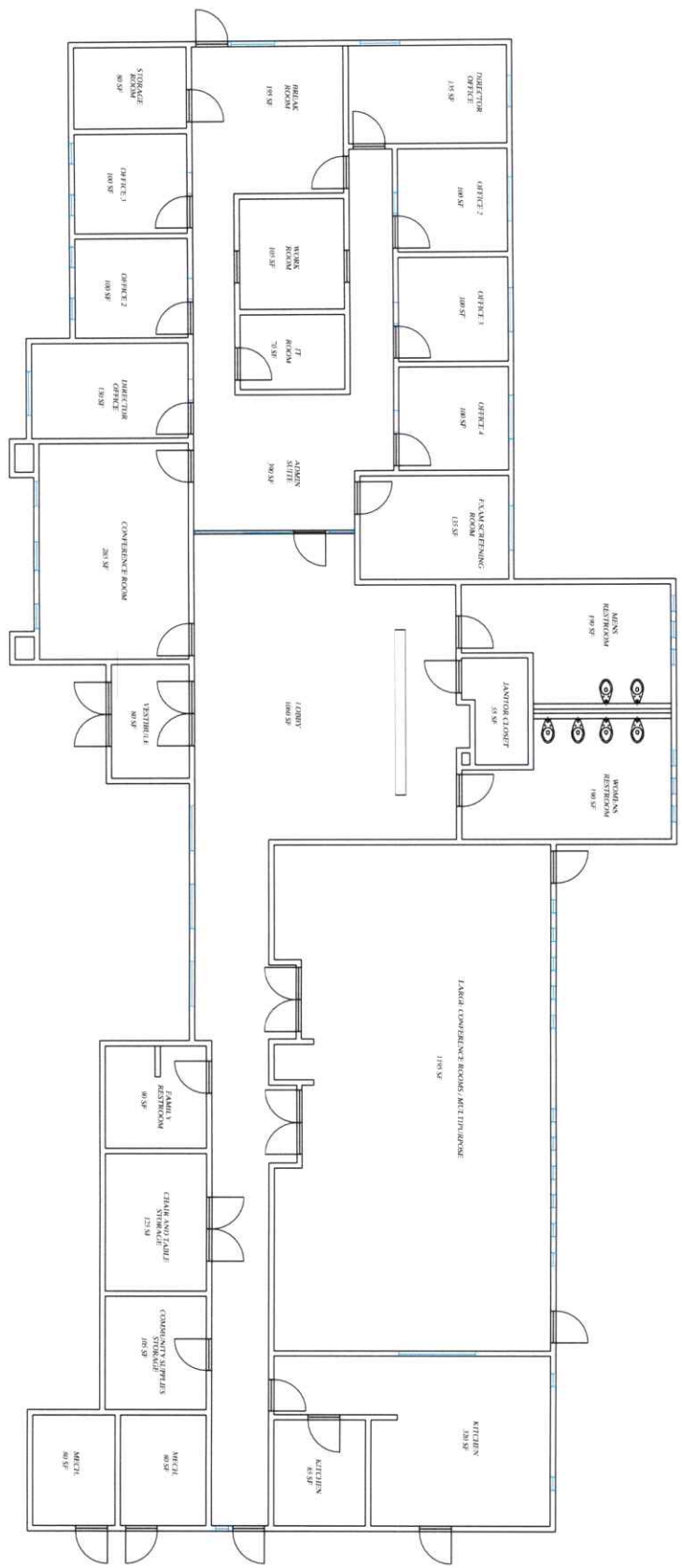
VII. Include as Attachment G: References
Complete Exhibit A — References and add as Attachment G to the final proposal.
Provide three (3) professional references.

VIII. CONTRACT PROVISIONS

Attached as Exhibit B 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.

POJOAQUE COMMUNITY CENTER



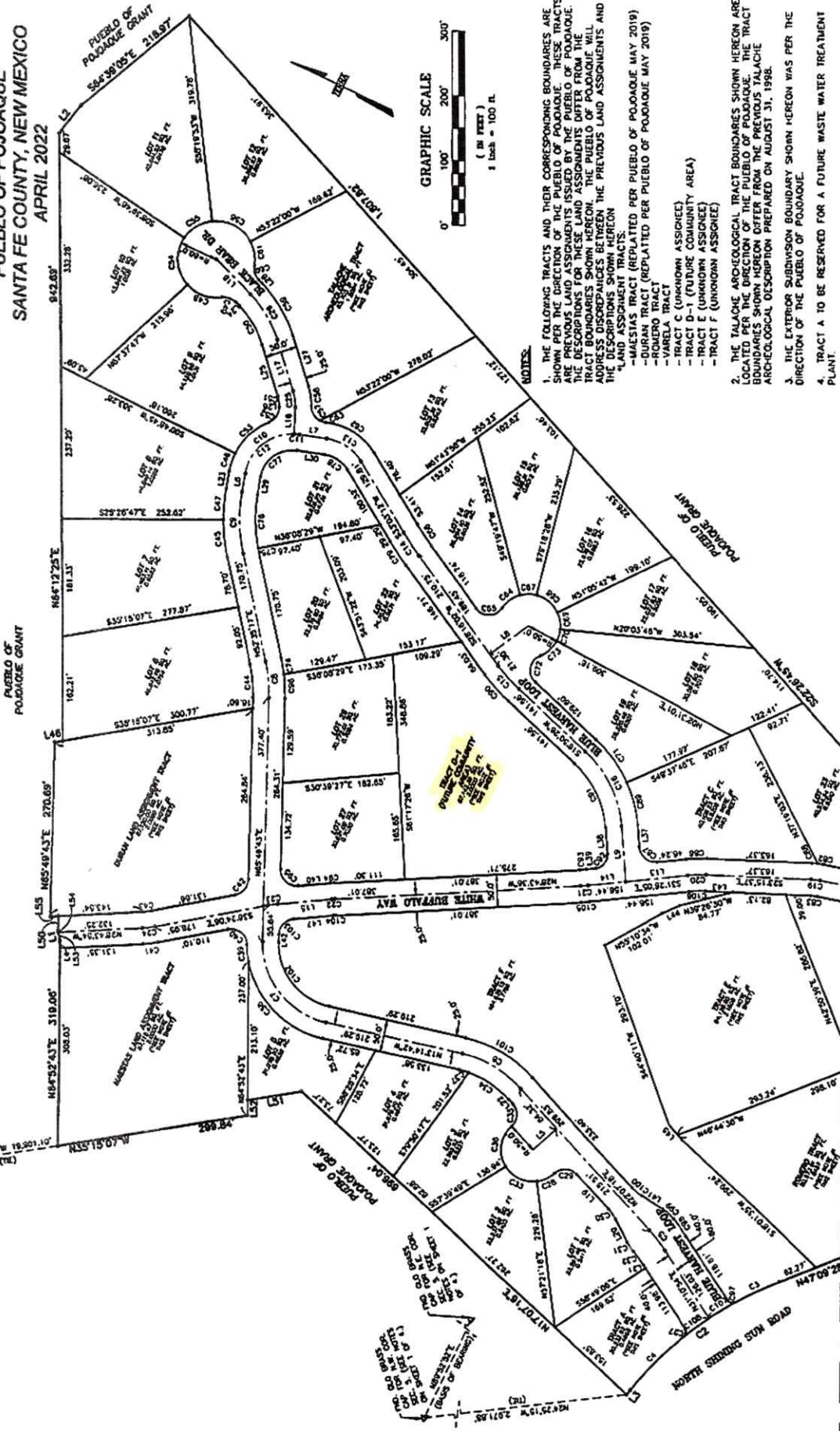
SCHEMATIC DESIGN / FLOOR PLAN
SCALE 1" = 60'

Notes

1. GROSS TOTAL 6230 SQ. FT.



REPLAT OF
WHITE SANDS PHASE III SUBDIVISION
SITUATE WITHIN
SECTION 5, T. 19 N., R. 9 E., N.M.P.M.
PUEBLO OF POJOAQUE
SANTA FE COUNTY, NEW MEXICO
APRIL 2022



- NOTES:
1. THE FOLLOWING TRACTS AND THEIR CORRESPONDING BOUNDARIES ARE SHOWN PER THE DIRECTION OF THE PUEBLO OF POJOAQUE. THESE TRACTS ARE PREVIOUS LAND ASSIGNMENTS ISSUED BY THE PUEBLO OF POJOAQUE. THE DESCRIPTIONS FOR THESE LAND ASSIGNMENTS DIFFER FROM THE TRACT BOUNDARIES SHOWN HEREON. THE PUEBLO OF POJOAQUE WILL ADDRESS DISCREPANCIES BETWEEN THE PREVIOUS LAND ASSIGNMENTS AND THE DESCRIPTIONS SHOWN HEREON.
 - DURAN TRACT (REPLATED PER PUEBLO OF POJOAQUE MAY 2019)
 - VARELA TRACT
 - ROQUE TRACT
 - TRACT C (UNKNOWN ASSIGNEE)
 - TRACT D-1 (FUTURE COMMUNITY AREA)
 - TRACT E (UNKNOWN ASSIGNEE)
 - TRACT F (UNKNOWN ASSIGNEE)
 2. THE TALACHE ARCHEOLOGICAL TRACT BOUNDARIES SHOWN HEREON ARE CONSIDERED THE DIRECTION OF THE PUEBLO OF POJOAQUE. THE TRACT BOUNDARIES SHOWN HEREON DIFFER FROM THE PREVIOUS TALACHE ARCHEOLOGICAL DESCRIPTION PREPARED ON AUGUST 31, 1998.
 3. THE EXTERIOR SUBDIVISION BOUNDARY SHOWN HEREON WAS PER THE DIRECTION OF THE PUEBLO OF POJOAQUE.
 4. TRACT A TO BE RESERVED FOR A FUTURE WASTE WATER TREATMENT PLANT.



TERRA LAND SURVEYS, LLC
P.O. BOX 2537 • CORRALES, NM 87408 • (505) 792-8813

FOR CONTINUATION SEE SHEET 4 OF 4



PUEBLO OF POJOAQUE

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

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

INDEPENDENT CONTRACTOR AGREEMENT

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

AGREEMENT

- Scope of Work.**
(Insert SOW)
Subtotal
Pueblo of Pojoaque Tax (7.125%)
TOTAL AMOUNT DUE TO CONTRACTOR
- Term.** The Term for this Agreement shall begin on _____ and shall terminate on _____.
- Termination for Cause.** In the event that any of the provisions of this Agreement are violated by the Contractor, or by any Subcontractors, Pueblo of Pojoaque may serve written notice upon the Contractor of its intention to terminate the Agreement, and unless within ten (10) days after the serving of such notice, the violation or delay does not cease and satisfactory arrangement of correction be made, the Agreement shall cease and terminate in those (10) days. In the event of such termination, Planning and Development shall immediately serve notice upon the Contractor and Pueblo of Pojoaque may take over the work and bring it to completion by contract, at the expense of the Contractor, who shall be liable to Pueblo of Pojoaque for any excess cost incurred by Planning and Development, and in such event Pueblo of Pojoaque may take possession of and utilize in completing the work, materials and appliances that may be on the site as necessary to complete the work.
- Termination for Convenience.** Pueblo of Pojoaque may terminate this contract at any time by giving at least ten (10) days' notice in writing to the Contractor. If the Agreement is terminated by Pueblo of Pojoaque as provided herein, the Contractor will be paid for the time provided and expenses incurred up to the termination date.

5. **Payment.** Pueblo of Pojoaque shall pay \$_____ . This Agreement provides for payment for Services performed only and does not include payment for any expenses or other costs incurred by the Contractor in the performance of the Services.
6. **Invoices.** Contractor shall provide invoices to the Pueblo which are payable within 30 days. The Pueblo shall pay Contractor after each invoice is received on the condition that Contractor's invoice includes a calculation and accounting of Contractor'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.
7. **Relationship of the Parties.** Pueblo of Pojoaque and Contractor intend that an independent Contractor relationship will be created by this Agreement. Contractor shall perform the obligations of this Agreement in the role of an independent Contractor. Nothing in this Agreement shall be construed to confer upon Contractor any employment benefits that the Pueblo of Pojoaque provides for its employees. Contractor, shall pay and be solely responsible for all applicable federal, state, and tribal taxes, including but not limited to income and gross receipts taxes. Contractor shall control the Services and the manner in which the outcome of the Services is achieved.
8. **Gross Receipts Tax.** Contractor shall pay the Pueblo of Pojoaque gross receipts taxes ("GRT"), which is 7.125% pursuant to be the Cooperative Agreement Between New Mexico Taxation and Revenue Department and Pueblo of Pojoaque Tax Commission, assessed against the contract fee and costs paid for performance of this contract, or of any part or portion thereof, within the Pueblo of Pojoaque. Payment of GRT shall be made to the state of New Mexico Tax and Revenue Department (NMTRD) in the amount of _____ after the project is completed and contractor has been paid. Contractor shall file their CRS-1 form to the NMTRD using the Pueblo's Location Code 01-962. All work performed on the Pueblo of Pojoaque Tribal Lands is subject to and must be paid to the Pueblo of Pojoaque. Contractors are responsible for making monthly payments to the New Mexico Department of Taxation and Revenue Department using the Pueblo's Location Code of 01-962.
9. **Insurance.** Prior to commencing work, Contractor and each and any of its sub-Contractors, agents, or representatives shall procure and maintain insurance at Contractor's, and each and any of its sub-Contractor's, own cost and expense against professional malpractice and any claims for injuries to persons or damages to property that may arise from or in connection with the performance of services by Contractor, its agents, representatives, employees, or sub-Contractors. Contractor, its agents, representatives, employees, or sub-Contractors, engaged for the work referenced in this Agreement shall be responsible for obtaining and

maintaining appropriate insurance to remain in place throughout the Term of Agreement. Additionally, the Contractor shall name the Pueblo of Pojoaque as additional insureds on its insurance policies and shall be required to provide the Pueblo of Pojoaque with a copy of the insurance policies within fifteen (15) days of executing this Agreement. Failure to provide proof of adequate insurance shall result in immediate termination of the Agreement.

10. **Indemnity.** Contractor agrees to defend, indemnify and hold harmless the Pueblo of Pojoaque, and any of its 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 Behavioral Health, and caused by any error, omission, or negligent act of the Contractor or any of the Contractor's agents.

11. **Notice.**

If to Pueblo of Pojoaque:

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

If to Contractor:

12. **Confidentiality.** Contractor warrants that it, and its agents, representatives, employees, or sub-Contractors, 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-Contractors, develops or prepares pursuant to the Agreement. "Confidential Information" means all information or materials furnished by the Pueblo or the Pueblo to Contractor, orally, or in written or electronic form, which is confidential, proprietary, or otherwise not generally available to the public. Materials acquired by Contractor in connection with Services (acquired from the Pueblo or a third party or developed by Contractor) 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. Contractor 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.

13. **Ownership and Rights to Services Produced.** The work product produced by Contractor 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 Contractor.
14. **No Conflict of Interest.** Contractor represents and warrants that it currently does not have and will not have during the Term of this Agreement, any other contracts, obligations or relationships with any other entities that are in conflict with or that may pose of conflict of interest with Contractor's obligations to provide the Services to Pueblo of Pojoaque. This Conflict of Interest provision is a material part of this Agreement, the breach of which may subject the Contractor to a claim for damages.
15. **Use of Pueblo of Pojoaque Property and Facilities.** Contractor 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.
16. **Contact Person.** Contractor's contact person at the Pueblo shall be **Christy Ladd**. Any questions, concerns, or logistical issues Contractor, or its agents, representatives, employees, or sub-Contractors, regarding Services shall be directed to the contact person. The contact person will be responsible for communicating with Contractor throughout the Term of this Agreement.
17. **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.
18. **Amendment to Agreement.** Any changes to this Agreement shall be made only by written, mutual consent of the Parties.
19. **No Assignment.** The Contractor 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.

20. **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.
21. **Choice of Law.** This Agreement shall be governed by and interpreted in accordance with the laws and customs of the Pueblo of Pojoaque.
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. **Jurisdiction.** 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.
24. **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 or Contractors, representatives, or affiliates.

SIGNATURE PAGE TO FOLLOW

AGREED:

PUEBLO OF POJOAQUE :

By: _____

Jenelle Roybal, Governor

Date: _____

By: _____

Name: _____

Title: _____

Date: _____

IV. SIGNATURE PAGE

To be included with Proposal submittal package.

X _____
Signature of Contractor

X _____
Printed Name of Contractor

X _____
Title of Contractor's Signer

X _____
Company Name

X _____
Company Address

X _____
Telephone Number 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

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.

1. Company Name: _____

Address: _____

Contact Person: _____ Phone No: _____

Email Address: _____

Services Provided: _____

2. Company Name: _____

Address: _____

Contact Person: _____ Phone No: _____

Email Address: _____

Services Provided: _____

3. Company Name: _____

Address: _____

Contact Person: _____ Phone No: _____

Email Address: _____

Services Provided: _____