



REQUEST FOR PROPOSALS
On-Call Professional Engineering Services
Pueblo of Acoma Community Development Office

Project Title: On-Call Engineering Services

RFP#: 2023-EN-3413

Due Date: February 24, 2023, 4:30 P.M. MDST

Point of Contact: Dennis Felipe Jr., Civil Engineer
dhfelipe@poamail.org

Charles Riley, Director
criley@poamail.org

Community Development Office (CDO)
(505) 552-5190

Submit to: Pueblo of Acoma
Daniel Mariano, Procurement Agent
25 Pinsbaari Dr.
PO Box 348
P.O. Box 309
Pueblo of Acoma, NM 87034

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1 – INTRODUCTION & BACKGROUND

1.1 INTRODUCTION

The Pueblo of Acoma (POA) invites proposals for on-call engineering services. Based on previous work experience and/or professional interest, your firm is invited to submit a proposal to produce the service to complete the related Scope of Work. Funding for projects are contingent on funds being available. Funds could be POA, State of New Mexico, Federal, or a combination of each type.

Cost and scope of work assignments under this contract will be negotiated individually using the fee schedule provided in the proposal but may either be time and materials or fixed price with not-to-exceed, depending on the assignment. The fee schedule must state that it will remain in effect for the first year of the contract. Fees for additional years, if the contract is extended, will be negotiated on an annual basis.

1.2 OVERVIEW

The POA is a federally recognized Native American Tribe located in western New Mexico situated in Cibola County. There are over 5,000 tribal members, many residing within the reservation boundaries or in the nearby communities of Grants, Laguna and Albuquerque. The Land Base covers approximately 431,664 acres. POA is internationally known for the historic Sky City village which sits atop a 367-foot sandstone mesa and has earned the reputation of being the oldest continuously inhabited community in North America.

1.3 GENERAL TERMS & CONDITIONS

1.3.1 Addendum

A written or graphic instrument issued prior to the opening of Proposals, which clarifies, corrects, or changes the Request for Proposals. Plural: addenda.

1.3.2 Consultant

Successful Offeror awarded the Professional Services Agreement.

1.3.3 Determination

Means the written documentation of a decision of the procurement officer including findings of fact required to support a decision. A determination becomes part of the procurement to which it pertains.

1.3.4 Offeror

Any person, corporation, or partnership legally licensed to provide design professional services in this state, who chooses to submit a proposal in response to this Request for Proposal.

1.3.5 Request for Proposals

Or “RFP” means all documents, including those attached or incorporated by reference, used for soliciting proposals.

1.3.6 Responsible Offeror of Proposer

Means an offeror or proposer who submits a responsive proposal and who has furnished, when required, information and data to prove that his or her financial resources, production or service facilities, personnel, service reputation and experience are adequate to make satisfactory delivery of the services described in the proposal.

1.3.7 Responsive Offer or Proposal

Means an offer or proposal which conforms in all material respects to the requirements set forth in the request for proposals. Material respects of a request for proposals include, but are not limited to: price, quality, quantity or delivery requirements.

1.3.8 Governing Law

The Agreement shall be governed exclusively by the laws of the Pueblo.

1.3.9 Independent Contractors

The Consultant (design professionals) and their agents and employees are independent Contractors and are not employees of the Pueblo. The Consultant and their agents and employees shall not accrue leave, retirement, insurance, bonding, use of Pueblo vehicles or any other benefits afforded to employees of the Pueblo, as a result of the Agreement.

1.3.10 Bribes, Gratuities, and Kick-Backs

The Pueblo prohibits bribes, kickbacks and gratuities, a violation constitutes a felony.

1.3.11 Funding

This solicitation is subject to the availability of funds to accomplish the work.

1.3.12 Standard Professional Service Agreement (PSA) Between Pueblo and Consultant

The form of agreement required by the funding agency or issued by the Pueblo will be used for this project.

1.3.13 Fees

A lump sum fixed fee for Basic Services will be negotiated with the Offeror selected. Construction Observation will be calculated on a payroll cost times a multiplier.³

[Note: ³ or as appropriate or agreed upon.]

1.3.14 Design Professional Registration

All work shall be under the direction of the applicable design professional legally licensed and registered by the State of New Mexico.

1.3.15 Contact with Pueblo Officials or Staff Members

Prior to, and after submittal of proposal, prospective Offerors shall not make contact with any official or staff member regarding this RFP, other than contact to obtain an RFP copy.

1.3.16 Professional Liability Insurance

The Offeror **will** be required to carry professional liability (errors and omissions) insurance.

1.3.17 Subconsultants

The Offeror shall list and state the qualifications for each sub-consultant the Offeror proposes to use for all subcontracted work. The Offeror is specifically advised that any person or other party, to whom it is proposed to award a subcontract under this proposal, must be acceptable to the Pueblo after verification by the Pueblo of the current eligibility status, including but not limited to suspension by the Pueblo.

1.3.18 Confidentiality

Offerors may request in writing nondisclosure of confidential data. Such data should accompany the proposal and should be readily separable from the proposal to facilitate eventual public inspection of the non-confidential portion of the proposal. A request that states that the entire proposal is kept confidential will not be acceptable. Only that of a confidential nature, will be considered.

1.3.19 Additional Consultant Responsibilities

The Consultant shall be responsible for completing the specified services in accordance with the Pueblo's Professional Services Agreement.

1.3.20 Retention of Records

All proposals and related materials become the property of the Pueblo of Acoma.

1.4 SEQUENCE OF EVENTS

ACTION	RESPONSIBILITY	DATE
Issue RFP	Pueblo of Acoma	January 13 th , 2023
RFP Submission Deadline	Offerors	February 24 th , 2023
Question Deadline (2-Weeks)	Offerors	January 27 th , 2023
Addenda Issued – Q&A	Pueblo of Acoma	February 3 rd , 2023
Proposal Evaluations	Selection Committee	February 27 th , 2023
Interviews (approx. date)	Selection Committee	March 6 th , 2023
Approximate Selection Date	Selection Committee	March 10 th , 2023
Contract Negotiation	Procurement	March 13 th , 2023
Approximate Award Date	Selection Committee	March 20 th , 2023

1.5 SCOPE OF WORK

The scope of work for this on-call services contract will be on an as needed basis and at the discretion of the Pueblo. Technical disciplines necessary to provide the scope of services may include, but not limited to civil, bridge, architect, land surveyor, electrical, and landscape architect.

The selected Consultant may supplement the services to be provided by using Subconsultants, but the primary experience, oversight, and control of the work assignments will be the responsibility of the prime Consultant. The Consultant may be required to provide staff and equipment to perform multiple simultaneous assignments, or assignments on an expedited schedule. The Consultant may be required to attend meetings such as project meetings, pre-construction conferences, preliminary field reviews, and field design inspections. Projects may include but are not limited to the following:

1.5.1 Study Phase Services

1.5.1.1 Roadway Evaluations

1.5.1.1.1 Background data collection/as-built review

1.5.1.2 Drainage Evaluations

1.5.1.2.1 Hydraulic/hydrologic analysis, floodplain delineation and mapping

1.5.1.2.2 Review of site conditions and existing drainage reports

1.5.1.3 Traffic Analysis

1.5.1.3.1 Signal warrant analysis

1.5.1.4 Public Meetings

1.5.2 Design Phase Services

1.5.2.1 Roadway Design

1.5.2.1.1 Bicycle/Pedestrian facility implementation, complete streets design, Public Right of Way Accessibility Guidelines (PROWAG) implementation

1.5.2.2 Storm Drain Design

1.5.2.2.1 Storm pipe network design, Low Impact Development (LID) implementation, surface flow conveyance

1.5.2.3 Traffic Design

1.5.2.3.1 Traffic signal design, corridor timing development, Intelligent Transportation Systems (ITS), vehicle/bicycle detection

1.5.2.3.2 To follow MUTCD guidelines

1.5.2.4 Public Meetings

1.5.3 Federal Funding / Certifications

1.5.3.1 Environmental Investigations, Cultural Studies, Utility Certification, Railroad Certification, ROW Certification, Intelligent Transportation System Certification

1.5.3.2 Accounts payable assistance, state and federal reimbursements

1.5.4 Bidding and Construction Phase Services

1.5.4.1 Plans Set Creation

1.5.4.2 Knowledge and implementation of State and Federal Standard Specifications

1.5.4.3 Estimates

1.5.4.4 Construction Contract Documents (Pueblo and Federal)

1.5.4.5 Construction Meetings

1.5.4.6 Construction Management

1.5.4.7 Construction Inspection

1.5.4.8 RFI Review

1.5.4.9 Record Drawing Creation

1.6 BIDDERS QUALIFICATIONS & EXPECTATIONS

All firms submitting shall have the capability and demonstrable background in the type of work described in the Scope of Work section. The firm shall have sufficient and readily available personnel, support services, specialized consultants, and financial resources to carry out the work without delay or shortcomings.

1.6.1 EXPECTATIONS

For Contract

- Quick Responses
- Time Management
- Task Management
- Project Coordination
- Federal Funding Reimbursement Requirements
- Progress Billings

For Proposal

- Detailed Team Member Experience
- Detailed Firm On-Call Experience
- Follow advertisement guidelines exactly

2 – PROPOSAL REQUIREMENTS

2.1 SUBMITTAL REQUIREMENTS

The following guidelines shall be adhered to by Interested Party for consideration in the selection process of firms or individuals to perform the required services of the Project described. Proposals which do not include all the listed information, will be considered non-responsive/disqualified and will not be evaluated by the Selection Committee.

The proposal shall clearly address all the information requested herein. To achieve a uniform review process and obtain the maximum degree of comparability, proposals must be organized and contain all information as specified below:

2.1.1 Cover Letter

Maximum of two pages serving as an executive summary which shall include an understanding of the scope of services.

2.1.2 Technical Qualifications & Related Experience: Brief Company Profile

General company information including number of employees, location of company headquarters and branch offices, number of years in firm and organization, disciplines, and staffing. Describe the general qualification of the firm as they relate to the work proposed with this RFP.

2.1.3 Technical Qualifications & Related Experience: Organization and Staffing

Provide a list, including an organization chart, of the Consultant's employees and agents which the consultant anticipates assigning to this project. This list shall include a summary of the length of time with the firm, qualifications, licenses, experience of each individual, and area(s) of expertise related to the scope of work; and the professional engineering level of work to be performed by each individual. The Pueblo will retain under its agreement with the successful Consultant the right of approval of all performing under the agreement.

2.1.4 Technical Qualifications & Related Experience: Project Listing

The proposal should demonstrate the Consultant's knowledge of the needs and objectives of the work proposed under this RFP. For each listed project, please provide the following information:

- 2.1.4.1 Project name and location.
- 2.1.4.2 Name of project owner and/or client.
- 2.1.4.3 Role of the firm and a description of the services provided.
- 2.1.4.4 Role of each key team member who worked on the project.
- 2.1.4.5 Approximate dates services provided.
- 2.1.4.6 Project References. Two contacts per project, including current telephone numbers and email addresses. Include similar information for all projects where the firm/team has provided design services in the last five years, completed or ongoing.
- 2.1.4.7 Discuss the expertise your firm/team offers and how proposing to use that expertise to benefit the Pueblo to add value to each of the typical projects listed in the Scope of Work.

2.1.5 Technical Understanding

The proposal should demonstrate the firms technical understanding of the scope of work with proposed methods and assumptions to complete tasks:

- 2.1.5.1 Provide typical project requirements for assignments within the scope of work.
- 2.1.5.2 Provide technical approaches to conducting assignments within the scope of work.
- 2.1.5.3 Methods and tools to be used in performing assignments within the scope of work.
- 2.1.5.4 Possible innovations and cost-saving measures to be considered.
- 2.1.5.5 Project management approach, including the firm's QA/QC and cost control for performing services.

2.1.6 Cost Proposal

Shall include the hourly rate for services and include any sub-consultant's fee schedule, if applicable. This should include hourly billable costs of each team member. In addition, provide categorical schedule of rates for equipment, and other direct costs.

2.1.7 Additional Applicable Requirements

- 2.1.7.1 Offeror Registration Form
- 2.1.7.2 Indian Preference Certification

2.2 SUBMITTING PROCEDURE

By submitting a proposal, the Consultant agrees to the terms and conditions of the sample agreement included with this RFP. Exceptions must be stated in the proposal and may render the proposal non-responsive.

Proposals submission deadline is Friday, February 24th, 2024. Proposal submissions may be mailed, or hand delivered and addressed to:

**Pueblo of Acoma
Daniel Mariano, Procurement Agent
25 Pinsbaari Dr.
P.O. Box 348
Pueblo of Acoma, NM 87034**

Physical and electronic submissions must be received by 4:30pm. Mailed submissions must be postmarked by submission deadline.

No pre-proposal conference will be held for this procurement. However, to receive any addenda, the firm must submit an Offeror Registration Form to the CDO.

2.2.1 Inquiries

All questions regarding this RFP shall be emailed to Dennis Felipe Jr. at dhfelipe@poamil.org **due January 27th 2023 by 4:30pm**. All questions will be answered in addenda posted on February 3rd, 2023.

2.2.2 Submittal of Proposals

2.2.2.1 Proposals shall be submitted at the time and place indicated in the Notice of Request for Proposals and shall be included in a sealed envelope marked with the Project title and name and address of the Offeror and accompanied by the documents listed in the Request for Proposal.

2.2.2.2 Proposals received after the date and time for receipt of Proposals will be returned unopened.

2.2.2.3 The Offeror shall assume full responsibility for timely delivery of proposals at the Pueblo, including those proposals submitted by mail. Hand-delivered proposals submitted to the Pueblo will be clocked in/time stamped at the time received, which must be prior to the deadline.

2.2.2.4 Oral, telephonic, or telegraphic proposals are invalid and will not receive consideration.

2.2.3 Number, Form, and Style of Proposals

- 2.2.3.1 Offerors shall provide one (1) digital copy of the proposal in “.pdf” format and five (5) hard copies.
- 2.2.3.2 A maximum of twenty (20) pages (single-sided), NOT including title, index, front and back covers, and resumes, utilizing a minimum 10-point font. Proposals exceeding the page limitation will be rejected and will not be evaluated.
- 2.2.3.3 Any proposal that does not adhere to this format, and which does not address each specification and requirement within the RFP may be deemed non-responsive and rejected on that basis.
- 2.2.3.4 Costs incurred by the Offeror in preparation, transmittal, presentation of any proposal or material submitted in response to this RFP, shall be borne solely by the Offeror.

2.3 SIGNATURE OF PROPOSALS

Proposals must be signed by a company official with authorization to commit the firm.

2.3.1 Addenda

- 2.3.1.1 The Pueblo reserves the right to amend the RFP by addendum prior to the final proposal submittal date.
- 2.3.1.2 Addenda will be notified to all who have submitted an Offeror Registration Form to the Pueblo.
- 2.3.1.3 Copies of Addenda will be made available for inspection wherever Request for Proposals are on file for that purpose.
- 2.3.1.4 Prior to submitting the Proposal, the Offeror shall acknowledge in the proposal cover letter the offeror has received all addenda issued.

2.3.2 Interpretations

- 2.3.2.1 All questions about the meaning or intent of the Request for Proposals shall be submitted to the Pueblo. Replies will be issued by addenda delivered to all parties who have submitted an Offeror Registration Form. Questions received less than five days prior to the date for opening of proposals will not be answered. Only questions answered by formal written addenda will be binding. Oral and other interpretations or clarifications will be without legal effect.
- 2.3.2.2 Offerors should promptly notify the Pueblo of any ambiguity, inconsistency, or error, which they may discover upon examination of the Request for Proposals.

2.3.3 Copies of Requests for Proposal's

- 2.3.3.1 A complete set of the Request for Proposals may be obtained from the Community Development website at <https://www.puebloofacoma.org/departments/department-of-operations/community-development-office/>
- 2.3.3.2 A complete set of the Request for Proposals shall be used in preparing proposals; the Pueblo assumes no responsibility for errors or misinterpretations resulting from the use of an incomplete set of the request for Proposals.
- 2.3.3.3 A copy of the RFP shall be made available for public inspection and shall be physically posted at the POA Alvin G. Lewis Community Development Complex and the POA Community Development Office website.

2.4 CORRECTION OR WITHDRAWAL OF PROPOSALS

A Proposal containing a mistake discovered before proposal opening may be modified or withdrawn by an Offeror prior to the time set for proposal opening by delivering notice to the location designated in the Request for Proposals, as the place where Proposals are to be received.

Withdrawn Proposals may be resubmitted up to the time and date designated for the receipt of Proposals, provided the proposal conforms with the Request for Proposals.

2.5 NOTICE OF CONTRACT REQUIREMENTS BINDING ON OFFEROR

In submitting this proposal, the Offeror represents that they are familiarized with the nature and extent of the Request for Proposal dealing with Federal, State, and Tribal requirements, which are a part of this Request for Proposal.

Laws and Regulations: The Offeror's attention is directed to all applicable federal, state, local & tribal laws, ordinances & regulations, and the rules & regulations of all authorities having jurisdiction over the services of the project.

2.6 REJECTION OR CANCELLATION OF PROPOSALS

The Request for Proposals may be canceled and any or all proposals may be rejected in whole or in part, at the discretion of the Pueblo without cause for liability.

2.6.1 Insufficient Amount of Submissions

If fewer than three firms have submitted a statement of qualifications for this RFP, the selection committee may recommend termination of the selection process and readvertise the Request for Proposals.

3 – EVALUATION OF PROPOSALS

3.1 CONSIDERATION OF PROPOSALS

Proposals shall be evaluated on the basis of demonstrated competence and qualifications for the type of services required and shall be based on the evaluation factors set forth in this RFP. For the purpose of conducting discussions, proposals may initially be classified as:

3.1.1 Acceptable

Proposal abides by all RFP requirements herein.

3.1.2 Unacceptable

Offerors whose proposals are unacceptable shall be notified promptly. The Pueblo shall have the right to waive technical irregularities in the form of the proposal of the offeror, which do not alter the quality or quantity of the services.

If an Offeror who otherwise would have been awarded a contract is found not to be a responsible Offeror; a Determination that the Offeror is not a responsible Offeror, setting forth the basis of the finding, shall be prepared by the Pueblo. The unreasonable failure of the Offeror to promptly supply information in connection with an inquiry with respect to responsibility is grounds for a determination that the Offeror is not a responsible Offeror. Consultants, which have not been selected, shall be so notified in writing within twenty-one (21) days after an award is made.

3.2 NEGOTIATIONS

The Pueblo's designee shall negotiate a contract with the selected firm for the services considered under this RFP, per proposal, determined in writing to be fair and reasonable. In making this decision, the designee shall consider the estimated value of the services to be rendered and the scope, complexity, and professional nature of the services.

Should the designee be unable to negotiate a satisfactory contract with the selected firm, at a price determined to be fair and reasonable, negotiations with that firm shall be formally terminated. The designee shall then undertake negotiations with the second most qualified firm. Failing accord with the second most qualified firm, the designee shall formally terminate negotiations with that firm.

The designee shall then undertake negotiations with the third most qualified firm.

Should the designee be unable to negotiate a contract with any of the firms, the RFP will be readvertised.

The Pueblo shall publicly announce the firm selected for award.

3.3 PROPOSAL CRITERIA & EVALUATION

The evaluation of proposals will be performed by the selection committee composed of representatives selected by the Pueblo according to the Pueblo's adopted procedures. Interviews may be required by all firms applying for selection regarding qualifications, approach to the project, and ability to furnish the required services.

A maximum of 100 points is possible in scoring each proposal for the evaluation. The evaluation criteria to be used by the Selection Committee for the proposal and corresponding point values for each criterion are as follows:

3.3.1 General Information (15 Points)

- 3.3.1.1 The firm's ownership status, if claiming Indian Preference. (Indian Preference Certification form must be completed to qualify) **(5 Points)**
- 3.3.1.2 Firm's organization history.
- 3.3.1.3 Address and phone number where the work will be performed.
- 3.3.1.4 Name, title, and contact information (including email) for individual(s) who can answer questions regarding the proposal.
- 3.3.1.5 Roles and qualifications of any subcontractors.
- 3.3.1.6 Insurance limits.

3.3.2 Technical Qualifications and Related Experience (30 Points)

- 3.3.2.1 Qualifications of key personnel, to include name, title, firm, years of experience, education, and applicable registration/certification.
- 3.3.2.2 Recent experience (within past 5 years) on similar projects involving the scope of services stated above, including date of project, project description, key personnel involved, and client references.

3.3.3 Technical Understanding (25 Points)

- 3.3.3.1 Typical project requirements within the stated scope of work.
- 3.3.3.2 Technical approach to conducting the scope of work.
- 3.3.3.3 Methods and tools to be used to perform the scope of work.
- 3.3.3.4 Possible innovations and cost-saving measures to be considered.
- 3.3.3.5 Project management approach, including the firm's QA/QC and cost control for performing services.

3.3.4 Cost Proposal (30 Points)

3.4 POST-PROPOSAL INFORMATION

3.4.1 Protests

Any Offeror who is aggrieved in connection with a solicitation or award of an Agreement may protest to the Pueblo. The protest should be made in writing within 24 hours after the facts or occurrences giving rise thereto, but in no case later than 15 calendar days after the facts or occurrences giving rise thereto.

In the event of a timely protest under this section, the Pueblo shall not proceed further with the procurement unless the Pueblo decides that the award of Agreement is necessary to protect substantial interests of the Pueblo.

3.4.2 Notice of Award

A notice of award shall be issued by the Pueblo after review and approval of the proposal and related documents by the Selection Committee.

3.4.3 Business License

All firm(s) must be registered on SAM.gov and attain a business license through the POA Taxation Office, prior to conducting any business on the reservation or with the Pueblo.

3.4.4 Offeror's Qualifications Statement

Offeror to whom award of an Agreement is under consideration shall submit, upon request, information and data to prove their financial resources, production or service facilities, personnel, and service reputation and experience are adequate to make satisfactory delivery of the services described in the Request for Proposals.

3.4.5 Execution and Approval of Agreement

The Agreement shall be signed by the successful offeror and returned within an agreed time frame after the date of the Notice of Award. No Agreement shall be effective until it has been fully executed by all parties thereto.

3.4.6 Notice to Proceed

The Pueblo will issue a written Notice to Proceed to the Consultant.

3.4.7 Contract

The standard Pueblo Professional Services Agreement will be the requirement of the RFP for those selected to be included on the qualified contractors list. This RFP and the Professional Services Agreement does not guarantee work under the agreement, it simply qualifies those on the list to be called upon during the two-year period for work, as needed. The term of this agreement shall be for a period of one (1) year. Due to the need for a

continuity of the contractual services, the term may be extended from year to year for a maximum of two (2) years. Sixty (60) days prior to the end of each agreement the Pueblo may, without stating cause, give notice to terminate the Contract.

4 – ATTACHMENTS

4.1 OFFEROR REGISTRATION FORM