



**REQUEST FOR PROPOSAL NUMBER:** 20-2018-10

**DUE DATE:** Wednesday, August 1, 2018

**TIME:** 5:00 pm MST

**TITLE:** Consulting Services

**CONTACTS:** (RFP Questions may be directed to the following personnel)

Deshanna Garcia  
Pueblo of Sandia  
Purchasing Manager  
Phone: 505-771-5032  
Email: [dgarcia@sandiapueblo.nsn.us](mailto:dgarcia@sandiapueblo.nsn.us)

**CONTENTS OF RFP:**

SECTION I: General Requirements  
SECTION II: Instructions to Offerors  
SECTION III: Scope of Work  
SECTION IV: Response Format  
SECTION V: Evaluation Criteria

**NUMBER OF PROPOSAL COPIES REQUIRED:** Three (3) COPIES

**SUBMIT PROPOSALS TO:**

Pueblo of Sandia  
Finance Department (Attn: "Consulting Services")  
481 Sandia Loop  
Bernalillo, NM 87004  
[dgarcia@sandiapueblo.nsn.us](mailto:dgarcia@sandiapueblo.nsn.us)



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THE FOLLOWING INFORMATION MUST BE COMPLETED AND RETURNED WITH YOUR PROPOSAL

**AUTHORIZED REPRESENTATIVE:**

The undersigned, as an authorized representative for the Company named below, acknowledges that he/she has examined this Request for Proposal with its related documents, and being familiar with all the conditions surrounding the described goods and/or services, including the availability of materials and/or labor, hereby offers to furnish all labor, goods and services necessary to comply with the requirements and specifications in accordance with the prices stated in the price quote.

<b>Company Name:</b>	
<b>Address:</b>	
<b>Printed or Typed Name and Title:</b>	
<b>Phone:</b>	
<b>Fax:</b>	
<b>Email:</b>	

## **SECTION I GENERAL REQUIREMENTS**

**AGREEMENT TERMS AND CONDITIONS:** The Pueblo of Sandia has the right to negotiate provisions with a successful Offeror in addition to those contained in this Request for Proposal (“RFP”). The contents of this RFP, as revised and/or supplemented, and the successful Offeror's proposal will be incorporated into the contract.

**CANCELLATION:** The Pueblo of Sandia reserves the right to cancel without penalty, this request, the resultant contract or any portion thereof

**CONFIDENTIALITY AND NON-DISCLOSURE:** In order to protect the confidentiality and the ownership of the Pueblo of Sandia's proprietary and confidential information, the Offeror agrees not to disclose any proprietary and confidential information to which the Offeror may have access except as outlined in any subsequent Confidentiality Agreement entered into by the parties in connection with this RFP.

**REFERENCES:** Offeror must furnish a minimum of four (4) references from entities where a similar scope of work was completed. The organization's name, a contact name, telephone number and a brief description of the scope of work performed must be provided for each reference. Offeror, by furnishing these references, agrees to allow the Pueblo of Sandia to contact any persons and/or organizations listed, and to utilize information obtained in evaluation of the offer. In addition, the Pueblo of Sandia may check any references known to them and to use information received from such references in making the award.

**RELATIONSHIP OF PARTIES:** The Offeror and its respective employees are at all times acting as independent contractors and will not be considered an employee of the Pueblo of Sandia for any purpose, including, but not limited to, workers' compensation, insurance, bonding or any other benefits afforded to employees of the Pueblo of Sandia and its enterprises. The successful Offeror will have no express or implied authority to assume or create any obligation or responsibility on behalf of or in the name of the Pueblo of Sandia or its enterprises.

**CONFLICTS OF INTEREST:** The Pueblo of Sandia prohibits kickbacks, bribes, gratuities and /or other gifts of entertainments which may interfere in any way with the interest of the Pueblo of Sandia or that might affect or give appearance of affecting an Offeror’s judgment. Any resulting agreement from this RFP will require that the Offeror stipulate that any conflict of interest shall be immediately disclosed to the Pueblo of Sandia and that the Pueblo of Sandia may, at its option and sole discretion, terminate the agreement if it determines that a conflict of interest exists and poses a perceived or material conflict to and with the performance of the Offeror’s obligations.

**ATTORNEYS:** All attorneys associated with a Proposal must have graduated from an ABA accredited law school with a Juris Doctorate degree and be in good standing with their respective “state” licensing bar and all tribal bar admissions. Proposals should contain a description of the attorney’s: (a) experience in the practice of Indian law in general; (b) experience in Indian gaming specifically; and (c) experience working with and for Tribal Governments.

**INSURANCE:** The successful Offeror shall maintain workers compensation coverage meeting statutory requirements in New Mexico, automotive liability insurance with limits of not less than \$1 million, as well as comprehensive liability insurance with limits of not less than \$1 million per claim and \$2 million in the aggregate, and \$1,000,000 personal injury. Professional liability with limits of \$1,000,000 per occurrence \$1,000,000 general aggregate. Evidence of Umbrella liability coverage limits of at least \$1,000,000 per occurrence and \$1,000,000 aggregate. A certificate of insurance will be provided to Pueblo of Sandia as

evidence of such coverage and no such coverage will be subject to termination or non-renewal

**PROPOSAL REVIEW AND AWARD:** A team of Pueblo staff will review bids for completion per the requirements of this RFP and make recommendations to the Pueblo of Sandia Tribal Council. The Tribal Council is the ultimate authority for awarding contracts. The Pueblo of Sandia Tribal Council may also choose to postpone or cancel work per the Cancellation provision stated above. Offeror may be required to present its proposal, answer questions, or engage in discussions directly with the Pueblo of Sandia Tribal Council.

**TERMS OF AGREEMENT AND DURATION:** The terms of the agreement between the Pueblo and the chosen Offeror shall be established at the time a formal contract is executed, including its duration. Renewal or extension of terms, if needed, will be upon mutual agreement of both parties; there is no provision for automatic renewal or extension. Nothing in the agreement shall be construed as a waiver, express or implied, of the Pueblo of Sandia's sovereign immunity from unconsented suit.

**NEWS RELEASE PROHIBITION:** Offerors will not issue any news release or make any statement to the media pertaining to this RFP, its proposal, any proposed contract or the work to be performed without the prior written approval of the Pueblo of Sandia.

**APPLICABLE LAWS:** The laws, regulations, policies and procedures of the Pueblo of Sandia shall govern any contract resulting from this RFP.

## **SECTION II INSTRUCTIONS TO OFFERORS**

**ADDRESSES FOR PROPOSALS:** All proposals must be submitted in writing and delivered in person, via first class mail or via e-mail to the following address:

**MAIL TO:**

Pueblo of Sandia  
Finance Department (Attn: "Consulting Services")  
481 Sandia Loop  
Bernalillo, NM 87004  
dgarcia@sandiapueblo.nsn.us

**SEALED PROPOSALS:** All proposals must be sealed and submitted in the prescribed manner and must be signed. The authority of the individual signing the offer must be stated in the proposal.

**CONSIDERATION FOR ACCEPTANCE:** Discussions may relate to negotiated changes to any portion of the proposal. However, proposals may be accepted or rejected without discussions.

**NUMBER OF COPIES OF PROPOSAL:** Please submit the required number of copies of your proposal and all supporting documents stated on the cover sheet.

**EMAIL ADDRESS OR TELEPHONE PHONE NUMBER FOR OFFER CLARIFICATION:** The Offeror must include an email address for offer clarification.

**CLARIFICATIONS:** Questions should be referred to individuals listed on the Cover Sheet. Clarifications will be provided to all Offerors, in writing, as an addendum, and will be considered as part of this Request for Proposal.

**REJECTION OF OFFERS:** The Pueblo of Sandia reserves the right to award a contract based on evaluation criteria contained herein, to reject any and all offers or any part thereof, and to accept the offer that is in the best interests of Pueblo of Sandia.

**TAXES:** Pueblo of Sandia is exempt from taxes on tangible personal property and services performed on tribal land.

**RFP COSTS:** The costs of preparing and submitting a proposal in response to this RFP, and the costs associated with preparing for and participating in any demonstration shall be borne by the Offeror. The costs that result from participating in the proposal process may not be charged, directly or indirectly, against any contract signed with the Pueblo of Sandia. The Pueblo of Sandia assumes no responsibility for these costs even in if the RFP is cancelled or continued.

**IMPORTANT DATES:**

RFP advertised

Turtle Talk: July 18, 2018

Offeror Questions Due in Writing via Email

Wednesday, July 25, 2018 by 5:00 pm

Pueblo Responses to Contractor Questions

Friday, July 27, 2018 by 5:00 pm

Proposal Due Date

Wednesday, August 1, 2018 by 5:00 pm

### **SECTION III SCOPE OF WORK**

The Pueblo of Sandia is examining the impact of the U.S. Supreme Court's decision in *Murphy v. National Collegiate Athletic Association*, including compact implications, business and regulatory oversight models for a potential emerging market on Pueblo of Sandia lands. To facilitate the Pueblo's decision-making processes, the Pueblo of Sandia is soliciting Requests for Proposals from expertly qualified Offerors to provide strategic consulting services and legal advice. The objectives of the RFP are to find a qualified consultant that will provide expert analysis of the legal and policy landscape, and national trends in the market working closely with the Tribal Council, Pueblo Leadership and the Pueblo's General Counsel. Offerors should be experienced in Indian law or be willing to affiliate with an Indian law expert as part of their team.

## **SECTION IV RESPONSE FORMAT**

Offerors should respond in the form of a thorough narrative report to each mandatory specification listed in the scope of work section of this RFP. The report along with required supporting materials will be evaluated accordingly.

**GENERAL INFORMATION.** Provide a brief description of the individual or firm, and provide the following information:

- A. Name of the principal(s) of the firm.
- B. Name, telephone number and e-mail address of a representative of the firm authorized to discuss the Proposal.

**STATEMENT OF QUALIFICATIONS.** A statement of qualifications is to be provided by the Offeror and should include any prior project experience that exhibits the individual's or firm's capabilities. It is essential to list prior experience working with a Tribal Government that demonstrates an ability to follow Tribal Government protocol. Offerors should provide the following minimal information:

- A. Individual/Firm Name
- B. Business Address
- C. Mailing Address
- D. Telephone and Fax Number
- E. E-mail Address/Website URL
- F. Contact Person for RFP
- G. Number of years of experience (for individual) or number of years company has been in business
- H. Experience: Describe the capacity and qualifications to perform the Scope of Work. Provide the names and professional credentials of key personnel who will be assigned to the project and their area of responsibilities.
- I. Proposed Team: Designate the primary contact(s) and identify those who would be working as part of a team. Provide resumes for each individual primarily assigned to the Scope of Work.

**TECHNICAL APPROACH.** Demonstrate capability to provide the services described in the Scope of Work. Include a brief narrative description of the proposed approach to the Scope of Work that explains why the Offeror best meets the objectives of this RFP.

**PROPOSED FEE STRUCTURE.** Provide billing rates or other proposed fee structure to fulfill the Scope of Work. Include anticipated expenses or applicable expense billing rates.

**CONFLICT OF INTEREST.** Identify any conflict of interest that may arise as a result of business activities or ventures by the Offeror. Describe how actual and or potential conflicts of interest will be handled. Confirm that the firm does not have any known or potential conflicts of interest that would arise if the Offeror is awarded this contract.

## **SECTION V EVALUATION CRITERIA**

### **Evaluation Factors and Point Summary**

This section describes the criteria to be used for analyzing and evaluating the various proposals.

The Pueblo seeks a proposal that is most advantageous to the Pueblo of Sandia. Proposals will be scored based upon a comparison of the information submitted by each Offeror against the evaluation criteria below but is at the discretion of Tribal Council.

Technical Approach	15 pts.
Firm Qualifications, Experience, and References	55 pts.
Cost	30 pts.