



REQUEST FOR PROPOSALS
PROFESSIONAL ENGINEERING SERVICES

for

Engineering Design and Bidding Phase Services
Santo Domingo Pueblo
Tribal Utility Authority
Domingo Lift Station

Santo Domingo Pueblo
Tribal Utility Authority
P.O. Box 70
Santo Domingo Pueblo, NM 87052

TABLE OF CONTENTS

SECTION I – INSTRUCTIONS TO OFFERORS 3

SECTION II – PROPOSAL CONTENT 5

SECTION III – SCOPE OF WORK 8

SECTION IV – PROJECT SCHEDULE 10

SECTION V – EVALUATION AND AWARD..... 11

SECTION VI – LOCATION OF PROJECT MAP 12

SECTION VII – PROPOSED AGREEMENT 13

SECTION I – INSTRUCTION TO BIDDERS

A. GENERAL INFORMATION AND PURPOSE

Santo Domingo Pueblo is located in northern New Mexico between Albuquerque and Santa Fe on Interstate 25. Four main population centers within the Pueblo are known as the Main Village, with about 528 occupied homes, Galisteo Housing with about 113 occupied homes, Domingo Community with about 50 occupied homes and apartments, and Cedar Tree Community with about 19 occupied homes. The Pueblo claims a population of 5,300 and is anticipated to grow as much as 10,000 by 2040. Santo Domingo Pueblo currently utilizes three separate lagoon systems, two community septic systems, and four large facility septic systems as the Pueblos main wastewater treatment.

The purpose of this document is providing information to Offerors submitting proposals to provide Engineering Design with Bidding phase services for Domingo lift-station and force-main, along with lift-station and force-main permit, environmental assessment, SUE utility locating, and right-of-way assistance.

B. EXAMINATION OF PROPOSAL DOCUMENTS

By submitting a proposal, Engineer represents that it has thoroughly examined and become familiar with the work required in this Request for Proposal (“RFP”) and that it is capable of performing quality work to achieve the objectives of the Santo Domingo Tribal Utility Authority (“SDTUA”) and Santo Domingo Pueblo (“SDP” or “the Pueblo”).

C. LIST OF INTERESTED OFFERORS

The full content of this RFP will be made available at:

<https://santodomingotribe.org/tua/>

Interested bidders will contact Herman Sanchez, Tribal Programs Administrator, at Herman.Sanchez@kewa-nsn.us to be placed on the “List of Interested Offerors” with the following information: Company name, address, phone number, primary contact person, contact person title, email, and direct line by May 10, 2023.

A Pre-Bid conference invite will be sent out to the “List of Interested Offerors” by email with instructions and protocols for entering Santo Domingo Pueblo. The Pre-Bid conference shall be mandatory.

D. ADDENDUM TO THE RFP

Any revisions to the requirements to the RFP will be made by written addendum. If addendums are issued, they will be emailed to “List of Interested Offerors”.

E. ADMINISTRATOR CONTACT

All inquiries regarding this RFP, including submitting proposals, shall be mailed or emailed and directed to:

Attention: Herman Sanchez
Tribal Programs Administrator
Santo Domingo Pueblo
Physical Address:
10 Tesuque Street
Santo Domingo Pueblo, NM 87052

Mailing Address:
P.O. Box 70
Santo Domingo Pueblo, NM 87052
Herman.Sanchez@kewa-nsn.us

F. **QUESTIONS AND CLARIFICATIONS**

1. **Submittal of Questions and Requests for Clarifications**

Should an Offeror require clarifications regarding the RFP or have questions, the Offeror shall submit those questions in writing by email to Kevin Montoya, Director of Santo Domingo Tribal Utility Authority at kevin.montoya@kewa-nsn.us.

Requests for Clarifications and/or questions must be clearly labeled, Re: "RFP for SDTUA Project: Domingo Lift-Station" and submitted by the date and time set forth in "Section IV – Project Schedule" of this RFP. Santo Domingo Pueblo is not responsible for failure to respond to a request that has not been labeled as such.

2. **Santo Domingo Pueblo Responses**

Responses from Santo Domingo Pueblo will be emailed to "List of Interested Offerors" no later than date set forth in the Project Schedule in Section IV of the RFP. If Santo Domingo Pueblo finds that clarification is necessary, it shall issue an addendum to the RFP.

G. **SUBMISSION OF PROPOSALS**

1. **General Information**

Proposals shall comply with all conditions and requirements set forth in this Request for Proposal. Any items missing in the proposals may serve as grounds for rejection of the proposal at Santo Domingo Pueblo's sole discretion. The Offeror shall submit one (1) original proposal clearly marked on the outside cover page with name of this RFP in a sealed package bearing the Offeror's name and address, along with four (4) copies of the proposal (bounded and single-sided) and one electronic copy on a usb flash drive.

Proposals must be submitted on or before the date and time set forth in "Section IV – Project Schedule" of this RFP. Proposals received after the above specified time and date will be returned unopened.

2. **Acceptance/Modification/Rejection**

Santo Domingo Pueblo reserves the right to accept, reject, modify, or cancel in whole or in part this RFP and to issue a new RFP at its sole discretion. Santo Domingo Pueblo reserves the right to reject any or all proposals, negotiate modifications to the proposal that are deemed acceptable, to request and consider additional information from any other Offeror and to waive any informalities or irregularities and technical defects in the proposals. If so desired, Santo Domingo Pueblo reserves the right to require confirmation of information furnished by any Offeror and/or request any Offeror to provide additional evidence of qualifications to successfully perform the work.

3. Authority to Postpone or Withdraw

Santo Domingo Pueblo reserves the right to postpone the proposal opening for its own convenience. Santo Domingo Pueblo also reserves the right to withdraw this RFP at any time without prior notice. Santo Domingo Pueblo makes no representations that any contract will be awarded to any Offeror responding to this RFP.

H. PRE-CONTRACTUAL EXPENSES AND INFORMATION

Each Offeror understands and agrees that Santo Domingo Pueblo is not responsible or liable for: (i) any pre-contractual expenses incurred by the Offeror in the preparation of its proposal. Pre-contractual expenses are defined as expenses incurred by Offeror in the preparing its proposal in response to this RFP; submitting proposal to Santo Domingo; negotiating with Santo Domingo Pueblo on any matter related to its proposal; and any other expenses incurred by the Offeror prior to the date of award; and (ii) any errors, inaccuracies or misstatements related to the information or data supplied by Santo Domingo Pueblo or any of its consultants. The use of such information or data is intended to be used at the sole discretion and risk of the Offeror in the preparation of a proposal pursuant to this RFP.

I. JOINT VENTURES

Joint Venture Offerors will need to submit qualifications of the companies as well as a statement letter for the reasoning for the joint venture.

SECTION II – PROPOSAL CONTENT

A. PROPOSAL FORMAT

Proposals shall be typed and submitted on 8 1/2" x 11" size paper, using a single method of fastening and a TOTAL page limit of 35 pages (inclusive of dividers, transmittal letter, Table of Contents, and required forms). Lengthy narrative is discouraged and proposals should be brief, clear and concise. It is encouraged that offerors include clear photos and in professional format.

B. LETTER OF TRANSMITTAL

A Letter of Transmittal shall be addressed to Herman Sanchez, Tribal Programs Administrator, and must, at a minimum, contain the following information:

1. Identification of Offeror who will have contractual responsibility with Santo Domingo Pueblo. Identification shall include legal name of company, corporate address, telephone number and email address of the contact person identified during the period of proposal evaluation.

2. Proposed working relationship between Offeror and sub-consultants, if applicable.
3. A statement to the effect that the proposal shall remain valid for a period of not less than 90 days from the date of submittal.
4. Signature of the official authorized to bind Offeror to the terms of the proposal.
5. Signed statement attesting that all information submitted with the proposal is true and correct.

C. **TECHNICAL PROPOSAL**

1. **Qualifications, Relevant Experience and References**

This section of the proposal shall establish the ability of the Offeror to satisfactorily perform the required work by reasons of: experience in performing work of a similar nature to the Scope of Work shown in Section III; proven competence in the services to be provided; strength and stability of the firm; staffing capability; CURRENT WORK LOAD; track record of meeting schedules on similar projects and supportive client references.

The Offeror shall:

- a. Provide a brief profile of the firm, including the types of services offered; the year founded; form of the organization (corporation, partnership, or sole proprietorship); size and location of offices; and total number of employees.
- b. Provide a general description of the firm's financial condition and identify any conditions (e.g. bankruptcy, pending litigation, planned office closures, impending merger, etc.) that may impede the Offeror's ability to provide these services. This shall include debarment and/or suspensions from the New Mexico State General Services Department or any governing entity including Sam.gov.
- c. Describe the firm's experience in performing work of a similar nature with Tribal entities as well municipalities and highlight the participation in such work by the key personnel proposed for assignment to Santo Domingo Pueblo.
- d. Describe specialized training, experience and professional competence in the area directly related to this RFP.
- e. Identify sub-consultants by company name, address, contact person, telephone number and project function, if applicable. The list should include a summary of the roles and responsibilities of each sub-consultant. This shall include debarment and/or suspensions from the New Mexico State General Services Department or any governing entity including Sam.gov.
- f. Provide a minimum of three (3) references for completed work similar to that in scope of work contained in this RFP. Furnish the contact name, title, address and telephone number of the person at each client agency/organization who is most knowledgeable about the work performed.

2. **Proposed Team**

This section of the proposal shall establish the method that will be used by the Offeror to provide requested services as well as identify key personnel assigned.

The Offeror shall:

- a. Provide the education, training, experience, and applicable professional credentials of the proposed Project Manager.
- b. Furnish brief resumes for the proposed Project Manager and key personnel (including sub-consultants).
- c. Identify key personnel proposed to perform the specified tasks and include major areas of sub-consultant work.
- d. Include a statement that key personnel will be available to the extent proposed for the duration of the required services acknowledging that no person designated as "key" shall be removed or replaced without the prior written concurrence of Santo Domingo Pueblo.
- e. Include an organizational chart with clearly defining roles, lines of communication, and support services.

3. **Detailed Work Plan**

The Offeror shall provide a narrative addressing the Scope of Work and demonstrating the Offeror's understanding of Santo Domingo Pueblo's needs and requirements.

The Offeror shall:

- a. Describe project understanding, complexity of project, and provide potential solutions to mitigate identified issues and constraints.
- b. Describe the proposed approach and work plan for completing the services specified in the Scope of Work. The description of the proposed approach shall discuss the services in sufficient detail to demonstrate the Offeror's ability to accomplish Santo Domingo Pueblo objectives and timeframe for the completion of the design.
- c. Describe approach to managing resources, including a description of the role(s) of any sub-consultants, if applicable, their specific responsibilities, and how their work will be supervised. Identify methods that Offeror will use to ensure quality, budget, and schedule control.

4. **Exceptions and Deviations**

State any exceptions or deviations from the requirements of this RFP, segregating "technical" exceptions from "contractual" exceptions. Where the Offeror wishes to propose alternative

approaches to meeting Santo Domingo Pueblo's technical or contractual requirements, these shall be thoroughly explained. If no contractual exceptions are noted, Offeror will be deemed to have accepted the contract requirements as set forth in Section VI, "Proposed Agreement."

5. Additional Fee Proposal

Should Santo Domingo require and/or exceed the scope of work the Offeror shall provide a fee that shall include hourly rate per person, per discipline of work. Hours per task and an hourly rate schedule shall be provided for the duration of the project of the additional work. Any proposed travel or reimbursable expenses shall also be included. If applicable, Offeror shall include a fee proposal for any subconsultants that complies with this provision of this section.

6. Appendices

Information considered by Offeror to be pertinent to this RFP and which has not been specifically solicited in any of the sections may be placed in a separate appendix section. Offerors are cautioned, however, that this does not constitute an invitation to submit large amounts of extraneous materials. Appendices shall be relevant and brief.

SECTION III – SCOPE OF WORK

A. PROJECT DESCRIPTION

Santo Domingo Pueblo is seeking a long-term wastewater solution. The proposed site for a new Wastewater Treatment Facility will be located a half a mile south of the Kewa Station – Rail Runner Station adjacent to State Road 22 (35°30'16N 106°19'35Wgps coordinates). The design for the Domingo lift-station and force-main will connect to the new Wastewater Treatment Facility. Currently, the Domingo community is served by a community septic tank and infiltration gallery. The location for the Domingo Lift-Station gps coordinates is 35°30'31"N 106°19'16"W. Included in the design will be a gravity sewer system servicing Domingo homes on the north side of the railroad with a gravity sewer main crossing the railroad to the existing Wa-di community complex sewer system. Also included in the design will be the Wa-di community complex sewer main connection, at the manhole leading to the underground infiltration area, and sewer main to the lift station location site. Please refer to Section VI for a visual of this project.

B. SCOPE OF SERVICES

The offeror will be responsible for following Safe Drinking Water Act and Clean Water Act guidelines, processes, and specifications set forth by the Environmental Protection Agency. The Offer shall follow all guidelines, processes, and specifications set forth by the Indian Health Services. The offer shall follow all Bureau of Indian Affairs, NM Indian Affairs Department and NM Capital Outlay processes, guidelines, laws and prevailing wages for duration of the project.

The following scope of services is intended as a guide only, and additional services may be required which may not be listed below:

The design and bidding phase services may include, but not be limited to:

- Kickoff
- Preliminary Design Phase

- 30% design
- 60% design
- 90% design
- Final Design Phase
- Bidding and Negotiation Phase

1. Project Administration

The Offeror shall designate a Project Manager to oversee all aspects of the project, including ensuring the scope of services are completed in a timely and professional manner; preparing and implementing a project schedule; 30% design; oversee progress meetings; ensure the project meets all federal, state, and tribal design requirements; report directly to the Director of Santo Domingo Pueblo Tribal Utility Authority; ensure all appropriate communications, correspondence, and reports are completed in a timely manner; arrange and participate in a detailed review of the 60% and 90% of design; coordinate and ensure completeness of all appropriate project documents to advertise and award the project.

2. Research and Development

The Engineer shall research and obtain copies of available as-built drawings and other available databases/information pertaining to the project. The Engineer shall review the preliminary utility information for all utility companies known to operate within the project area to clear utilities for the project as well as survey the existing utility locations and alignment. The design should align with construction constraints and methods. The consultant shall prepare a digital file map depicting the location of all known underground and above ground utilities influenced by the project. The consultant shall conduct field review of the project area. The field review of the project site shall identify design constraints, verify as-built information, and observe general site conditions. Underground and overhead utilities shall be identified and potential conflicts shall be noted. The Engineer shall review preliminary concept plans/geometrics and coordinate with affected agencies not limited to but including Santo Domingo Tribal Historical Preservation office.

3. Surveying and Right-of-Way

The Engineer shall review and research available right-of-way maps and easement information within the project limits. Based upon this information a digital file shall be prepared created, showing property lines, right-of-way, and easements within the project limits. Initial contact shall be made as early as possible to the right-of-way or permitting agencies to initiate and gather information for approvals and hindrances to the project.

4. Geotechnical Engineering

The Engineer shall conduct necessary geotechnical subsurface investigation and soils engineering services to complete the study of this project. The scope of geotechnical work shall include:

- Review of available geotechnical data
- Perform a subsurface exploration.
- Perform laboratory testing of representative samples.
- Prepare materials report and foundation reports.

5. Hydraulic Loading and Construction

The Engineer shall review and research all available data for current and future flows to size equipment and appurtenances properly. Santo Domingo Pueblo Tribal Utility Authority shall agree and accept the findings before proceeding with a design or recommendations from the consultant. This shall include sewer main-line and forced main-line routings.

6. Utility Locate Exploratory Analysis

The Engineer shall review and research all available data on utilities necessary for connections to the project. The consultant shall work closely with utility companies and the Santo Domingo Tribal Utility Authority to resolve conflicts with the proposed improvements. The consultant should allocate time and resources for exploration of unidentified utility locations that may be a potential conflict to construction.

7. Environmental Impact Evaluation

The Engineer shall perform an Environmental Assessment based upon a consultant developed conceptual plan and in accordance with strict adherence to the most stringent Federal Funding Agency approval.

8. Engineering Design

The Engineer shall develop key project design criteria, preliminary list of drawings and specifications, site considerations, and resolve any conflicts with the project to reach an approved complete design. This shall include a lift station, forced main, and gravity sewer mains and sewer services to serve the purpose identified in the Project Description. All CAD files and surface survey files shall be submitted to Santo Domingo Tribal Utility Authority Director throughout the phases of design and as-built. The Preliminary Engineering Report for this particular project will be made available at the Pre-Bid conference.

9. Engineers Construction Cost

The Engineer shall create and provide Santo Domingo Pueblo with itemized and Bid Tabulations of the Engineers Estimate of the Construction Cost of the entire project. This should be developed at 30% complete design and will be a working document through the final design. The Engineer should include the estimate as item on the agenda for progress meetings.

The Offeror shall provide a fixed cost for all Section III – Scope of Work items 1-9. Any work done on Santo Domingo Pueblo boundaries shall be tax exempt from all NM State Taxes and subject to Santo Domingo Pueblo tax. The Santo Domingo Pueblo tax rate is set at 6.375%. Any work completed outside of Santo Domingo Boundaries are subject to its appropriate taxes and is the responsibility of the Offeror.

SECTION IV – PROJECT SCHEDULE

1. Santo Domingo Pueblo is in critical need to get this Engineering Design accomplished. The Offeror shall propose a date for the completion of the Design and will be evaluated by a score in the evaluation process. The completion date shall be included in the contract.

Release RFP
Pre Bid Conference

April 21, 2023
May 12, 2023, 10:00 a.m.

Deadline for Submittal of Questions	May 17, 2023, 11:00 a.m.
Response to Questions	May 19, 2023, 5:00 p.m.
Proposal Due Date	May 26, 2023, 3:00 p.m.
Award of Contract	June 09, 2023 (tentative)

SECTION V – EVALUATION AND AWARD

1. **GENERAL INFORMATION**

An Evaluation Committee will consist of representatives of the procuring entity and may include Santo Domingo Pueblo Tribal Leadership. It is understood and accepted by the proponent that all decisions about the degree to which a proposal meets the requirements of this RFP are in the sole determination of this Evaluation Team.

2. **EVALUATION PROCESS**

The proposal will be evaluated using the following process:

Stage 1: Proposal will be reviewed to determine compliance with all mandatory criteria.

Stage 2: Proposals that meet all mandatory criteria will be evaluated and scored using the evaluation criteria.

The compliant proposal that scores the highest number of rated points will be recommended for award of a contract.

3. **EVALUATION CRITERIA**

If a proposal meets the mandatory criteria, it will be evaluated using the Evaluation Criteria set out in the table below.

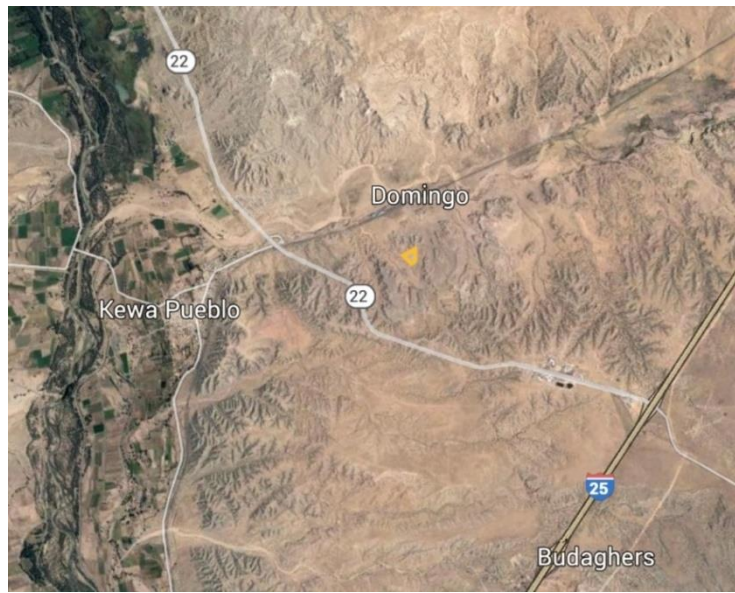
Scores will be recorded for each criterion and a total score will be determined. Prepare the table below, inserting references to the appropriate sections within your proposal that deal with each criterion under evaluation.

Criterion	Weight	Score	Offerors Reference page number
Technical Response:			
Firms Qualifications, Relevant Experience, and References	20		
Proposed Team assigned to the project	10		
Detailed Work Plan including expedited work schedule	25		
Additional Fee Proposal	10		
Subtotal – Qualification Score	65		

Pricing Response	20		
Native American preference	10		
Training and Employment of Native American Staff	5		
Maximum Score	100		

SECTION VI – LOCATION OF PROJECT MAP

Please refer to “SECTION III – SCOPE OF WORK under A. PROJECT DESCRIPTION” for the gps coordinates of the site.



SECTION VII – PROPOSED AGREEMENT

Tribal Council approved general contract and EJCDC E-500 contract agreement (must be provided by the Engineer).

Any agreement or contract format subject to change as the Santo Domingo Pueblo deems necessary.

INDEPENDENT SERVICES CONTRACT AGREEMENT

This Independent Services Contract Agreement is made between the Santo Domingo Tribal Programs, P.O. Box 310, Santo Domingo Pueblo, New Mexico, 87052 ("Tribal Programs"), and the Contractor identified below. The Tribal Programs agree to contract for the independent services of Contractor, and Contractor agrees to provide services to the Tribal Programs, on the terms and conditions stated in this Agreement.

1. Identity of Contractor.

Name:
Address:

Phone:
Mobile:
Email:

Legal Status: Individual
 Corporation; State: __ _____
 Limited Liability Company; State: _____
 Partnership; State: _____
 Other; Explain: _____

FEIN or SSN: _____

2. Tribal Department. Contractor shall provide services to the following department or program of the Tribal Programs: _____.

3. Statement of Work. The services to be provided by Contractor are set forth in detail in the Statement of Work, attached hereto as Attachment 1 and incorporated herein. The Statement of Work may be amended from time to time, by mutual written consent of Contractor and the Tribal Programs.

4. Deliverables. In addition to the services described in the Statement of Work, Contractor shall submit to the Tribal Programs (mark all that apply):

Narrative progress reports describing in detail the services rendered under this Agreement, no less frequently than monthly to the Tribal Programs Administrator.

Presentation to Governor/ Lt. Governor and Tribal Programs' Administrator when requested.

5. Payment for Services.

a. In full compensation for the services to be provided under this Agreement, the Tribal Programs agree to pay Contractor (**mark all that apply**):

A lump sum cost of _____ (including estimated applicable GRT)

At the rate of \$ _____ per hour for time worked on the Tribal Program's business,

Total payment under this Agreement shall not exceed _____ unless authorized in writing by the Tribal Programs.

b. As a pre-condition to receipt of any payments under this Agreement, Contractor must provide the Tribal Programs with invoices describing all services for which payment is requested. Invoices shall be submitted bi-weekly, to **Santo Domingo Pueblo Finance Department, P.O. Box 310, Santo Domingo Pueblo 87052.** Payment for approved invoices will be made:

once at beginning of project and once upon completion of project.

the week following submission of the monthly invoice

c. All invoices shall include a summary description of the services provided in the time period covered by the invoice. A final invoice must be submitted within thirty (30) days of the completion of the services performed under this Agreement.

d. Payment of amounts due under this Agreement shall be limited to the amounts authorized by approved budgets of the department or program receiving the services.

e. In addition to the compensation described in section 5(a) (mark all that apply):

Contractor shall be reimbursed by the Tribal Programs for travel expenses, which shall be reimbursed at the prevailing government rate per mile if a private automobile is used, or the actual expenses incurred if a rental car or commercial transportation is used.

Contractor shall be reimbursed by the Tribal Programs for the actual cost of lodging outside of the Contractor's city of residence which is necessary for the

performance of Contractor's services under this Agreement, provided such expenses must be approved in advance.

Contractor shall be reimbursed by the Tribal Programs for other miscellaneous expenses, including but not limited to reproduction or copying costs, express mail, and long distance phone charges which may be incurred in connection with the performance of his/her duties under this Agreement.

All claims for reimbursement under this section shall be itemized on invoices submitted to the Tribal Programs.

6. Term of Agreement. This time for performance of services under this Agreement shall begin on _____ and shall continue through _____, until project completion. This term shall not be extended without prior written authorization by the Tribal Programs.

7. Principal Contacts. All notices under this Agreement shall be sent to the following designated Principal Contacts under this Agreement. Either party may change its Principal Contact at any time by written notification.

Tribal Program's principal contact: _____, Tribal Programs Administrator

Address: P.O. Box 310
Santo Domingo Pueblo, NM 87052

Phone: 505/465-2214, ext. 2245

Fax: 505/465-2688

Email: _____

Contractor's principal contact:

Address: _____

Phone: _____

Fax: _____

Email: _____

8. Independent Contractor Relationship.

a. It is understood and agreed that Contractor is an independent contractor with respect to all work to be performed under this Agreement, and that Contractor and any employee of the Contractor is not an employee of the Tribal Programs and is not entitled to any benefits of employees of the Tribal Programs.

b. Contractor shall be solely responsible for payment of all applicable federal, state, local, and tribal taxes, and/or special levies required under unemployment insurance, social security, income tax, gross receipts tax (tribal and state) and/or other laws, with respect to Contractor's performance of services and receipt of payment under this Agreement.

- c. Nothing contained in the Agreement shall be construed as establishing a partnership or joint obligation. Contractor and the Tribal Programs shall each retain their right to conduct their own separate business affairs, provided that such affairs do not interfere with the parties' obligations under this Agreement.
9. Representations and Warranties of Contractor. Contractor represents and warrants to the Tribal Programs that Contractor is not subject to any obligations, contracts, or restrictions that would prevent Contractor from entering into or carrying out the provisions of this Agreement. Contractor further represents and warrants that Contractor has all of the qualifications, education, experience and licenses (if any) required to properly perform the services required by this Agreement. If Contractor is not so qualified, the lack of such qualification is grounds for immediate termination of this Agreement by the Tribal Programs without liability beyond payment for work actually completed. Contractor shall perform the services required by this Agreement in accordance with the standard of professional care, skill and diligence normally adhered to by a person in this field providing similar services.
10. Termination. This agreement may be terminated by either party at any time without cause by giving 21 (calendar) days advance written notice of such termination to the other party. Contractor shall only be paid for services performed prior to the effective date of termination. Contractor's obligations under Sections 11, 12, and 13 of this Agreement shall survive, and shall not be affected by, termination of this Agreement.
11. Indemnification. Contractor shall be solely responsible for any wrongful or negligent acts or omissions he/she/it engages in associated with performance under this Agreement and agrees to indemnify and hold the Tribal Programs harmless from any liability or damage to person or property that arises from or is related to any such act or omission, including any attorney fees that may be incurred by the Tribal Programs. Contractor shall indemnify and hold the Tribal Programs harmless from and against any claims, damage and expense arising from the violation by Contractor of any law, rule, regulation, or ordinance applicable to Contractor's services under this Agreement.
12. Confidentiality.
- a. Contractor acknowledges that all information related to Contractor's work under this Agreement, including all findings, reports, and other information provided either directly or indirectly by the Tribal Programs in connection with the Agreement or developed, compiled or created by Contractor in performing services under this Agreement, is confidential information owned by the Tribal Programs. Accordingly, Contractor agrees not to disclose any such confidential information to any person (other than officials, employees and other agents of the Tribal Programs that may be identified by the Santo Domingo Pueblo Governor), without the prior, written authorization of the Santo Domingo Pueblo Governor.
- b. Regardless of how or when this Agreement is terminated, within five (5) working days of completion of the work under this Agreement, Contractor shall deliver to the Tribal Programs all copies (including those on computer disk or other electronic medium) of all documents, drawings,

specifications, and other materials or information which were furnished directly or indirectly by the Tribal Programs to Contractor in connection with this Agreement or which were prepared or acquired by Contractor in performance of services under this Agreement.

c. Contractor shall not use any of the confidential information described in this section for the benefit of anyone other than the Tribal Programs. Contractor may use non-confidential materials and information for marketing purposes.

13. Intellectual Property. The title to all work completed by Contractor under or associated with this Agreement shall be in the Tribal Programs. Contractor will promptly disclose to the Tribal Programs all inventions, improvements, designs, publications and ideas made or conceived by Contractor in the course of or associated with providing services under this Agreement, regardless of whether Contractor develops those inventions, improvement, designs, publications or ideas after the termination of this Agreement. Contractor agrees to assign to the Tribal Programs all right and title to all such inventions, improvement, designs, publications and ideas, and all copyrights, patents, and royalties associated with or derived from such ideas.

14. Insurance. Contractor shall maintain the following insurance for the benefit of the Tribal Programs and Contractor during the term of this Agreement:

- commercial general liability coverage (including coverage for bodily injury, property damage and personal injury) in a minimum amount of \$1,000,000 per occurrence and \$2,000,000 aggregate
- worker's compensation insurance in the amount required by applicable law
- umbrella (excess) liability insurance in the minimum amount of \$3,000,000
- motor vehicle liability insurance in a minimum amount of \$1,000,000 per occurrence and \$2,000,000 aggregate

All liability insurance of Contractor shall name the Tribal Programs as additional insured, and shall preserve the right of one insured to collect under the policy for damage or injury caused by the other insured. Contractor shall not carry any deductible under any of its liability policies, without the written consent of the Santo Domingo Pueblo Governor.

15. Drug Free Workplace. Contractor and any employee of Contractor shall not consume or be under the influence of alcohol or any illegal drug while performing services under this Agreement, wherever those services are performed. Any violation of this section shall be cause for immediate termination of this Agreement.

16. Audit. At any time or times, but no later than three (3) years after final payment under this Agreement, the Tribal Programs may make such audit of Contractor's invoices or vouchers and substantiating material as deemed necessary by the Tribal Programs. Any overpayments or underpayments identified in an audit may be corrected by an appropriate decrease or increase in the amount payable to Contractor based on invoices for later billing periods.

- 17. Compliance with Laws; Safety. Contractor shall, without additional expense to the Tribal Programs, obtain all licenses and permits required for the performance of services under this Agreement. Contractor shall conduct its operations in compliance with all applicable laws, rules, regulations and ordinances of federal, state, and tribal government and their authorized agencies. Contractor shall conduct its operations in compliance with all applicable safety requirements.

- 18. Dispute Resolution.
 - a. Disputes on any matter relating to this Agreement shall first be discussed and resolved by representatives of each party having the authority to bind the party that they represent. Such representatives shall use their best efforts to amicably and promptly resolve the dispute. Notwithstanding the pendency of any dispute, the parties shall continue to perform their obligations under this Agreement to ensure that all time deadlines are met and the interests of the Tribal Programs are not harmed.
 - b. If a dispute is not resolved by mutual agreement of the parties, either party may submit the dispute to the Santo Domingo Pueblo Governor. The decision of the Governor shall be final and shall not be subject to review by any Court.

- 19. Sovereign Immunity. Nothing in this Agreement shall constitute a waiver of the Pueblo's sovereign immunity.

- 20. Amendment. This Agreement may be amended only by a written document, signed by the Santo Domingo Pueblo Governor and by Contractor.

- 21. Assignment. All rights and obligations under this Agreement are personal to Contractor, and Contractor may not assign this Agreement, or any rights or obligations hereunder, to any person without the prior written consent of the Santo Domingo Pueblo Governor, which consent may be withheld if the Governor, in his sole discretion, considers that it is not in the Pueblo's best interests, economic or otherwise, to do so. Any such attempted assignment without such consent shall be void.

- 22. Governing Law. This Agreement shall be governed by the laws of Santo Domingo Pueblo.

Santo Domingo Pueblo

Contractor

By: _____
 Governor

By: _____
Printed Name: _____

Date: _____

Title: _____
 Date: _____

CONTRACT SERVICES AGREEMENT – Attachment 1 (Statement of Work)

Contractor: _____
Agreement Dated: _____

Contractor shall perform the following services for the Tribe:

Enter Scope of Work Here.