ACTION SHEET
ITEM FROM FINANCE COMMITTEE MEETING OF 09/15/15
FOR CITY COUNCIL MEETING OF 09/30/15

ISSUE:

9. Request for Approval of Professional Services Agreement – On Call Engineering Services for Water Resources Management and Water System Improvement for Water Division (RFP #15/41/P); CDM Smith and Approval of Budget Adjustment in the Amount of $136,016. (Bill Schneider)

FINANCE COMMITTEE ACTION:

Approved as Discussion item.

FUNDING SOURCE: 552359.510320

SPECIAL CONDITIONS OR AMENDMENTS

STAFF FOLLOW-UP:

VOTE	FOR	AGAINST	ABSTAIN
COUNCILOR TRUJILLO	X		
COUNCILOR RIVERA	X		
COUNCILOR LINDELL	X		
COUNCILOR MAESTAS	X		
CHAIRPERSON DOMINGUEZ			

4-13-15

ACTION SHEET
PUBLIC UTILITES COMMITTEE MEETING OF 9/2/15

ISSUE NO. 13

Request for approval of Award of RFP '15/41/P and contract to CDM Smith for On-Call Services to support Water Resources and Water Systems Improvements for the amount of $625,000.00 exclusive of NMGRT. (Bill Schneider)

a. Request for approval of a Budget Adjustment for the amount of $136,016.00.

Public Utilities Committee – 9/2/15
Finance Committee – 9/15/15
City Council – 9/30/15

PUBLIC UTILITES COMMITTEE ACTION: Approved to forward to 9/15/15 Finance Committee.

SPECIAL CONDITIONS OR AMENDMENTS:

STAFF FOLLOW UP:

VOTE:	FOR	AGAINST	ABSTAIN
COUNCILOR RIVERA, CHAIR	x		
COUNCILOR MAESTAS	Excused		
COUNCILOR BUSHEE	x		
COUNCILOR DIMAS	Excused		
COUNCILOR IVES	x		

City of Santa Fe, New Mexico

memo

Date: August 24, 2015

To: Public Utility Committee/ Finance Committee/City Council

Via: Nick Schiavo, Public Utilities Department & Water Division Director NSA

From: Bill Schneider, Water Resources Coordinator WS

RE: Request to award for proposal number '15/41/P for On-Call Engineering Services for Water Resources Management and Water System Improvements

ITEM AND ISSUE:

The Water Division requests award of proposal number '15/41/P for on-call engineering services to more effectively and rapidly implement vital capital improvement projects (CIP); Request approval of a budget approval request (BAR) in the amount of $136,016.00.

BACKGROUND AND SUMMARY:

The Water Division is embarking on an integrated Strategic Plan to incorporate necessary upgrades and improvements to the water system by optimizing surface and ground water management, promoting energy efficiency, and overall water system resiliency. The Strategic Plan will assimilate updates to the Water Transmission and Storage System Master Plan (2009), Long-Range Water Supply Plan (2008), ongoing Reclaimed Wastewater Feasibility Study (2016) together with the developing Water Loss Audit and Asset Management Plan (Resolution 2015-35).

The use of on-call engineering services is common best practice for Utilities to assist in completing large design-build engineering and construction projects and is utilized by Albuquerque, Las Cruces, Tucson and Denver Water. The Water Division intends to support ongoing CIP including design and construct of at least one deep production well, well field modernization, transmission and distribution improvements, storage upgrades, and energy efficiencies enhancements; all designed to improve water management, reduce energy usage, and improve system resiliency. Key projects identified by the Water Division to be implemented in the first 18 months using On-Call engineering services include: (1) City Well Field infrastructure modernization, (2) Buckman Well Field transmission capacity upgrades, (3) Asset management plan development, (4) Design, construct and permit the Canada production well, and (5) Distribution line, valve, storage tank and booster station upgrades/replacements.

The 4 member proposal committee consisted of 2 Professional Engineers, 1 Professional Geologist and Water Resources Manager and unanimously selected an engineering team consisting of CDM Smith, Bohannan Huston, and JSAI (CDM). The Water Division requests to enter into an on-call engineering professional services agreement (PSA) with CDM for one year with the option for three additional one

year extensions. The PSA will utilize Assigned Task Orders to establish the individual project scope, schedule, deliverables and a "not to exceed" cost. The contract amount is up to the amount of $625,000.00 plus GRT, annually. Funding will be available upon approval of the BAR in Capital Improvement Project (CIP)/Water Supply Project Business Unit Line 52359.510320.

RECOMMENDATION:

The Water Division recommends:

- Award of contract to CDM for providing on-call engineering services under RFP No. '15/41/P up to the amount of $625,000.00 plus applicable gross receipt tax (GRT), annually.

- Approval of the BAR in the amount of $136,016.00.

- Forwarding and recommendation of approval of the award and contract at Finance Committee, and the Governing Body on September 15 and 30th respectively.

Thank you for your consideration of this request.

cc: Rick Carpenter
Maya Martinez

CITY OF SANTA FE RFP PROCUREMENT CHECKLIST

Contractor Name: CDM SMITH

Procurement Title: ON CALL ENGINEERING SERVICES WATER RESOURCES AND ENGINEERING

Solicitation RFP#: RFP '15/41/P

Department Requesting/Staff Member Public Utilities Water Department/ Bill Schneider

Procurement Requirements:
A procurement file shall be maintained for all contracts, regardless of the method of procurement. The procurement file shall contain the basis on which the award is made, all submitted bids, all evaluation materials, score sheets, quotations and all other documentation related to or prepared in conjunction with evaluotion, negotiation, and the award process. The procurement shall contain a written determinotion from the Requesting Department, signed by the purchasing officer, setting forth the reasoning for the contract award decision before submitting to the Committees. .

REQUIRED DOCUMENTS FOR APPROVAL BY PURCHASING*

YES	N/A	
☑	☐	Approved Procurement Checklist (by Purchasing)
☑	☐	Departments Recommendation of Award Memo addressed to Finance
☑	☐	Tabulation Evaluation score sheet
☑	☐	BAR
☐	☑	FIR
☑	☐	Contract, Agreement or Amendment
☑	☐	Current Business Registration and CRS numbers on contract or agreement
☑	☐	Summary of Contracts and Agreements form
☑	☑	Certificate of Insurance
☐	☐	Other:

William H Schneider, P.G.
Department Rep Printed Name and Title

William H Schneider, P.G.
Department Rep Signature attesting that all information included

Shirley Rodriguez
Purchasing Officer attesting that all information is reviewed

REQUIRED DOCUMENTS FOR BID FILE*

YES	N/A	
☑	☐	Final RFP Document
☐	☐	Copy of legal solicitation published in the newspaper, website, etc.
☑	☐	All addendums
☑	☐	Plan holders list
☑	☐	Copies of all RFP submittals
☑	☑	Complete evaluation score sheets
☐	☑	Non-Responsive/Non-Responsibility Form and correspondence or letters from Department to vendor regarding disqualifications
☐	☑	Oral presentations (sign-in sheets, presentation materials, etc.)

☐	☑	Documentation sent to Proponents/Offerors and responses received regarding clarifications, decisions, negotiations, and/or best and final offers, etc.
☐	☑	Reference Reviews/Reference Check Questionnaires
☑	☐	Pricing evaluation
☑	☐	Final overall evaluation matrix or summary of evaluator scores
☐	☐	Other: _____

AWARD*

YES	N/A	
☑	☐	Fully executed Memo to Committees from the Department with recommendation of award
☑	☐	Winning proposal (this is a copy that has all confidential/proprietary information excluded)
☐	☐	Contract Award Notice
☐	☐	Email or notification sent to all Proponent(s)/Offerors that award was made
☐	☐	Waiver or "No Action Taken" from Procurement Office
☐	☐	If IFB and not awarded to lowest responsive, responsible bidder; written explanation
☐	☐	Other: _____

DISCLOSURES*

YES	N/A	
		Contractor Disclosures & Conflicts of Interest
☐	☐	Disclosures & Conflicts of Interest Form(s) (winning proponent(s)/offeror(s))
		Contractor –Conflicts of Interest
☐	☐	Purchasing Office Letter or e-mail to designated individual regarding potential conflict
☐	☐	Conflict of Interest Form signed by all parties
☐	☐	Letter from Procurement Office regarding the potential conflict
		Subcontractor Disclosures
☐	☐	Disclosures & Conflicts of Interest form of Subcontractor(s)
		Subcontractor –Conflicts of Interest
☐	☐	Purchasing Officer Letter or email to designated individual regarding potential conflict
☐	☐	Conflict of Interest form signed by all parties
☐	☐	Letter from Legal Office regarding the potential conflict
☐	☐	Other: _____

CONTRACT*

YES	N/A	
☐	☐	Copy of Executed Contract
☐	☐	Copy of all documentation presented to the Committees
☐	☐	Finalized Council Committee Minutes
☐	☐	Other: _____

MISCELLANEOUS FILE*

YES	N/A	
☐	☐	Local Preference Form
☐	☐	New Mexico Residence Form
☐	☐	Veterans Exemption
☐	☐	Other: _____

Include all other substantive documents and records of communication that pertain to the procurement and any resulting contract.

*

PROTEST (If applicable)*

YES	N/A	
☐	☐	Documentation from protester filed with the Purchasing Office
☐	☐	Letter from Department to Purchasing Office Providing response to protest
☐	☐	Letter from Purchasing Officer to protester and Department on final outcome
☐	☐	Other: _____

Create a separate file folder which may contain any documents with trade secrets or other competitively sensitive, confidential or proprietary information.

YES	N/A	
☐	☐	Original proposal (s) with no redactions

_____

Department Rep Printed Name and Title

_____

Department Rep Signature attesting that all information included

CITY OF SANTA FE

PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT is made and entered into by and between the City of Santa Fe (the "City") and CDM Smith (the "Contractor"). The date of this Agreement shall be the date when it is executed by the City and the Contractor, whichever occurs last.

1. SCOPE OF SERVICES

The Contractor shall perform professional engineering services on an as-needed basis as directed by the City's representative, primarily assigned Project Manager for the City as follows:

A. Technical water resources engineering and feasibility studies.

B. Preliminary engineering services for design and construction.

C. General engineering services for:

1) Capital Improvements;

2) Repair and rehabilitation related assessments'

3) Upgrades and improvements;

4) Design support, preparation of design specifications, and procurement support for CIP.

D. Water resources studies for:

1) Supply and demand management;

2) Well field sustainability analyses;

3) Water budget and geohydrologic modeling analyses;

4) Permitting.

E. Permit related activities, compliance and litigation support.

F. Water utility management support for:

1) Asset management

2) Water loss audit

3) Federal and State funding applications

G. Technical Water Resources Engineering and Feasibility Studies - The types of services anticipated under this category shall include, at a minimum, the following:

1) Perform water quantity and water quality evaluations related to water supply operations related to source water derived from reservoirs and production wells, recycled wastewater reuse, aquifer storage and recovery, and water treatment processes.

2) Perform technical and system optimization studies for various water system operations related to sustainable water production, well field management, water distribution and storage, energy usage, surface and groundwater interaction, water budgets and related geohydrologic analyses.

3) Production well design, construction, testing and sustainable operations. Water quality and treatment, blending and distribution.

4) Perform feasibility studies for new and/or alternative water sources, aquifer storage and recovery, wastewater reuse, water treatment systems and engineering services in support of capital improvement projects including process technical evaluations; site layouts; design and process requirements; distribution and storage, booster pumps, energy efficiency; and capital and O&M costs.

H. Preliminary Engineering Services for Design and Construction - The types of services anticipated under this category shall include, at a minimum, the following:

1) Prepare engineering details and calculations as needed for water supply, water transmission and water storage improvement projects.
2) Prepare preliminary drawings, and estimates of probable cost, including capital costs, annual operation and maintenance cost, lifecycle cost for any range of system improvement alternative(s). Present alternatives and cost structure and provide recommendations and analyses of each alternative.
3) Evaluate the design concept for constructability and practicality for construction phase and maintenance of water system improvements.
4) Develop a design and construction schedule.

I. General Engineering - The types of services anticipated under this category shall include, at a minimum, the following:

1) Development of engineering design drawings and specifications for capital improvement projects, and/or rehabilitation and replacement projects.
2) Perform necessary field investigations and coordinate with regulatory agencies and other stakeholders to verify design and construction assumptions and constraints.
3) Address right of way and easement issues.
4) Prepare engineering designs, calculations, plans, specifications, cost estimates and contract bidding documents. Engineering plans and construction documents will include preliminary engineering, sixty percent (60%), ninety percent (90%), and final engineering, or as specified by a given task order.
5) Updates and revisions to the water distribution and storage master plan, as-needed.

6) Improvements to distribution system network, pressure zone management, well systems, booster pump station, piping valves, junctures and storage tank improvements. Water system design and operations, water demand analyses, system utilization, operation and reliability

J. Water Resources Studies - The types of services anticipated under this category shall include, at a minimum, the following:

1) Hydrologic and hydrogeological services as they pertain to water resource management, source protection, water resource management, permit compliance, water system, production, distribution and storage improvements.
2) Water budget analyses, water level monitoring, stream gaging and seepage studies, surface and groundwater interaction, and evapotranspiration calculations in support of water resource management studies.
3) Long range water supply plan (LRWSP) updates, drought management, new source of supply evaluations, system resiliency, supply and demand forecasting using decision analysis tool (WaterMAPS). Develop 5-, 10- and 20-year long range supply and demand forecasts and integrates result with LRWSP, T&D Master Plan, WaterMAPS decision tool, waste water reuse and conservation plans.
4) Groundwater modeling in support of aquifer sustainability and safe yield estimates, groundwater pumping offset calculations, aquifer characteristic evaluations, and supply optimization evaluations. Predictive simulation of groundwater flow, model development and calibration and model validation with emphasis on Espanola Basin model(s).
5) Well design, well efficiency, well permitting, specific capacity and aquifer testing, sustainable well yield assessment, well

redevelopment, well construction and repair, well permitting, well siting.

6) Water supply prioritization, economics, availability and resiliency, and water supply infrastructure.

K. Permit Related Activities, Compliance and Litigation Support - The types of services anticipated under this category shall include, at a minimum, the following:

1) Surface and groundwater water right permitting and applications.
2) Inter-state compact compliance, permitting and accounting.
3) Appropriation of surface water, groundwater administration, active water resource administration, and general water r rights.
4) Return flow credits, aquifer storage and recovery, reclaimed water reuse, discharge permitting and water quality compliance.

L. Water Utility Management - The types of services anticipated under this category shall include, at a minimum, the following:

1) Asset management plan support including financial planning, life cycle evaluation, water accounting, capital improvements, risk assessments, asset inventory and data management.
2) Water loss control program support to support water audit evaluations, conduct water audit intervention processes, and implement performance indicator evaluations.
3) Support City pursuit of federal and state grant funding applications.
4) Geographic information system (GIS) support, field surveying and mapping, graphical illustrations and reporting support.

2. STANDARD OF PERFORMANCE; LICENSES

A. The Contractor represents that it possesses the experience and knowledge necessary to perform the services described under this Agreement.

B. The Contractor agrees to obtain and maintain throughout the term of this Agreement, all applicable professional and business licenses required by law, for itself, its employees, agents, representatives and subcontractors.

3. COMPENSATION

A. The City shall pay to the Contractor in full payment for services rendered, a sum not to exceed six hundred twenty five thousand dollars ($625,000), plus of applicable gross receipts taxes.

B. The Contractor shall be responsible for payment of gross receipts taxes levied by the State of New Mexico on the sums paid under this Agreement.

C. Payment shall be made upon receipt and approval by the City of detailed statements containing a report of services completed. Compensation shall be paid only for services actually performed and accepted by the City.

4. APPROPRIATIONS

The terms of this Agreement are contingent upon sufficient appropriations and authorization being made by the City for the performance of this Agreement. If sufficient appropriations and authorization are not made by the City, this Agreement shall terminate upon written notice being given by the City to the Contractor. The City's decision as to whether sufficient appropriations are available shall be accepted by the Contractor and shall be final.

5. TERM AND EFFECTIVE DATE

This Agreement shall be effective when signed by the City and terminate on June 30, 2016, unless sooner pursuant to Article 6 below. This Contract shall have the option to be renewable for up to three (3) additional twelve (12) month terms with the mutual agreement of both parties.

6. TERMINATION

A. This Agreement may be terminated by the City upon 10 days written notice to the Contractor.

(1) The Contractor shall render a final report of the services performed up to the date of termination and shall turn over to the City original copies of all work product, research or papers prepared under this Agreement.

(2) If compensation is not based upon hourly rates for services rendered, the City shall pay the Contractor for the reasonable value of services satisfactorily performed through the date Contractor receives notice of such termination, and for which compensation has not already been paid.

(3) If compensation is based upon hourly rates and expenses, then Contractor shall be paid for services rendered and expenses incurred through the date Contractor receives notice of such termination.

7. STATUS OF CONTRACTOR; RESPONSIBILITY FOR PAYMENT OF EMPLOYEES AND SUBCONTRACTORS

A. The Contractor and its agents and employees are independent contractors performing professional services for the City and are not employees of the City. The Contractor, and its agents and employees, shall not accrue leave, retirement,

insurance, bonding, use of City vehicles, or any other benefits afforded to employees of the City as a result of this Agreement.

B. Contractor shall be solely responsible for payment of wages, salaries and benefits to any and all employees or subcontractors retained by Contractor in the performance of the services under this Agreement.

C. The Contractor shall comply with City of Santa Fe Minimum Wage, Article 28-1-SFCC 1987, as well as any subsequent changes to such article throughout the term of this Agreement.

8. CONFIDENTIALITY

A. Any confidential information provided to or developed by the Contractor in the performance of this Agreement shall be kept confidential and shall not be made available to any individual or organization by the Contractor without the prior written approval of the City.

B. This confidentiality obligation shall not apply to any confidential information which:

(1) is or comes into the public domain other than by violation of a confidentiality obligation; or

(2) is released in response to a subpoena, court order, governmental authority requirement, or legal process.

9. CONFLICT OF INTEREST

The Contractor warrants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services required under this Agreement. Contractor further agrees

that in the performance of this Agreement no persons having any such interests shall be employed.

10. ASSIGNMENT; SUBCONTRACTING

The Contractor shall not assign or transfer any rights, privileges, obligations or other interest under this Agreement, including any claims for money due, without the prior written consent of the City. The Contractor shall not subcontract any portion of the services to be performed under this Agreement without the prior written approval of the City.

11. RELEASE

The Contractor, upon acceptance of final payment of the amount due under this Agreement, releases the City, its officers and employees, from all liabilities, claims and obligations whatsoever arising from or under this Agreement. The Contractor agrees not to purport to bind the City to any obligation not assumed herein by the City unless the Contractor has express written authority to do so, and then only within the strict limits of that authority.

12. INSURANCE

A. The Contractor, at its own cost and expense, shall carry and maintain in full force and effect during the term of this Agreement, comprehensive general liability insurance covering bodily injury and property damage liability, in a form and with an insurance company acceptable to the City, with limits of coverage in the maximum amount which the City could be held liable under the New Mexico Tort Claims Act for each person injured and for each accident resulting in damage to property. Such insurance shall provide that the City is named as an additional insured

and that the City is notified no less than 30 days in advance of cancellation for any reason. The Contractor shall furnish the City with a copy of a Certificate of Insurance as a condition prior to performing services under this Agreement.

B. Contractor shall also obtain and maintain Workers' Compensation insurance, required by law, to provide coverage for Contractor's employees throughout the term of this Agreement. Contractor shall provide the City with evidence of its compliance with such requirement.

C. Contractor shall maintain professional liability insurance throughout the term of this Agreement providing a minimum coverage in the amount required under the New Mexico Tort Claims Act. The Contractor shall furnish the City with proof of insurance of Contractor's compliance with the provisions of this section as a condition prior to performing services under this Agreement.

13. INDEMNIFICATION

The Contractor shall indemnify, hold harmless and defend the City from all losses, damages, claims or judgments, including payments of all attorneys' fees and costs on account of any suit, judgment, execution, claim, action or demand whatsoever arising from Contractor's negligent acts, errors and omissions in its performance under this Agreement as well as the performance of Contractor's employees, agents, representatives and subcontractors.

14. NEW MEXICO TORT CLAIMS ACT

Any liability incurred by the City of Santa Fe in connection with this Agreement is subject to the immunities and limitations of the New Mexico Tort Claims Act, Section 41-4-1, et. seq. NMSA 1978, as amended. The City and its "public employees" as

defined in the New Mexico Tort Claims Act, do not waive sovereign immunity, do not waive any defense and do not waive any limitation of liability pursuant to law. No provision in this Agreement modifies or waives any provision of the New Mexico Tort Claims Act.

15. THIRD PARTY BENEFICIARIES

By entering into this Agreement, the parties do not intend to create any right, title or interest in or for the benefit of any person other than the City and the Contractor. No person shall claim any right, title or interest under this Agreement or seek to enforce this Agreement as a third party beneficiary of this Agreement.

16. RECORDS AND AUDIT

The Contractor shall maintain, throughout the term of this Agreement and for a period of three years thereafter, detailed records that indicate the date, time and nature of services rendered. These records shall be subject to inspection by the City, the Department of Finance and Administration, and the State Auditor. The City shall have the right to audit the billing both before and after payment. Payment under this Agreement shall not foreclose the right of the City to recover excessive or illegal payments.

17. APPLICABLE LAW; CHOICE OF LAW; VENUE

Contractor shall abide by all applicable federal and state laws and regulations, and all ordinances, rules and regulations of the City of Santa Fe. In any action, suit or legal dispute arising from this Agreement, the Contractor agrees that the laws of the State of New Mexico shall govern. The parties agree that any action or suit arising from this Agreement shall be commenced in a federal or state court of competent jurisdiction in New Mexico. Any action or suit commenced in the courts of the State of New Mexico shall be brought in the First Judicial District Court.

18. AMENDMENT

This Agreement shall not be altered, changed or modified except by an amendment in writing executed by the parties hereto.

19. SCOPE OF AGREEMENT

This Agreement incorporates all the agreements, covenants, and understandings between the parties hereto concerning the services to be performed hereunder, and all such agreements, covenants and understandings have been merged into this Agreement. This Agreement expresses the entire Agreement and understanding between the parties with respect to said services. No prior agreement or understanding, verbal or otherwise, of the parties or their agents shall be valid or enforceable unless embodied in this Agreement.

20. NON-DISCRIMINATION

During the term of this Agreement, Contractor shall not discriminate against any employee or applicant for an employment position to be used in the performance of services by Contractor hereunder, on the basis of ethnicity, race, age, religion, creed, color, national origin, ancestry, sex, gender, sexual orientation, physical or mental disability, medical condition, or citizenship status.

21. SEVERABILITY

In case any one or more of the provisions contained in this Agreement or any application thereof shall be invalid, illegal or unenforceable in any respect, the validity, legality, and enforceability of the remaining provisions contained herein and any other application thereof shall not in any way be affected or impaired thereby.

22. NOTICES

Any notices required to be given under this Agreement shall be in writing and served by personal delivery or by mail, postage prepaid, to the parties at the following addresses:

City of Santa Fe:	Contractor:
Water Division Director	Pal Karas
Water Division	CDM Smith
801 W. San Mateo	6000Uptown Blvd. NE Suite 200
Santa Fe, NM 87504	Albuquerque, NM 87110

IN WITNESS WHEREOF, the parties have executed this Agreement on the date set forth below.

CITY OF SANTA FE:

_____
JAVIER M. GONZALES, MAYOR

DATE:_____

ATTEST:

_____
YOLANDA Y. VIGIL, CITY CLERK

APPROVED AS TO FORM:

MDM 9/23/15
KELLEY A. BRENNAN, CITY ATTORNEY

APPROVED:

_____
OSCAR RODRIGUEZ, FINANCE DIRECTOR
52359.510320
Business Unit Line Item

CONTRACTOR:
CDM Smith

_____
NAME & TITLE

DATE:_____

CRS#_01-147230008
CITY OF SANTA FE BUSINESS
REGISTRATION #15-000-27945

City of Santa Fe
Summary of Contracts, Agreements, & Amendments

Section to be completed by department for each contract or contract amendment

1 **FOR:** ORIGINAL CONTRACT ☑ or CONTRACT AMENDMENT ☐

2 Name of Contractor _____

3 Complete information requested ☑ Plus GRT ☐ Inclusive of GRT

Original Contract Amount: $625,000.00

Termination Date: June 30, 2016

☑ Approved by Council Date: Pending

☐ or by City Manager Date: _____

Contract is for: on call engineering

Amendment # _____ to the Original Contract# _____

Increase/(Decrease) Amount $ _____

Extend Termination Date to: _____

☐ Approved by Council Date: _____

☐ or by City Manager Date: _____

Amendment is for:

4 **History of Contract & Amendments:** (option: attach spreadsheet if multiple amendments) ☑ Plus GRT ☐ Inclusive of GRT

Amount $ 625,000.00 of original Contract# _____ Termination Date: 06/30/2016

Reason: on call engineering

Amount $ _____ amendment # _____ Termination Date _____

Reason: _____

Amount $ _____ amendment # _____ Termination Date: _____

Reason: _____

Amount $ _____ amendment # _____ Termination Date: _____

Reason: _____

Total of Original Contract plus all amendments: $ 625,000

City of Santa Fe
Summary of Contracts, Agreements, & Amendments

5 **Procurement Method of Original Contract:** (complete one of the lines)

RFP# 15/41/P Date: July 1, 2025

RFQ ☐ _____ Date: _____

Sole Source ☐ _____ Date: _____

Other _____

6 **Procurement History:** _____
example: (First year of 4 year contract)

7 **Funding Source:** _____ **BU/Line Item:** 52359.51032

8 **Any out-of-the ordinary or unusual issues or concerns:**
none
(Memo may be attached to explain detail.)

9 **Staff Contact who completed this form:** Maya Martinez

Phone # 955-4271

10 **Certificate of Insurance attached.** (if original Contract) ☐

Submit to City Attorney for review/signature
Forward to Finance Director for review/signature
Return to originating Department for Committee(s) review or forward to City Manager for review and approval (depending on dollar level).

To be recorded by City Clerk:

Contract # _____

Date of contract Executed (i.e., signed by all parties): _____

Note: If further information needs to be included, attach a separate memo.

Comments:

Forward to Finance and CM for signature.

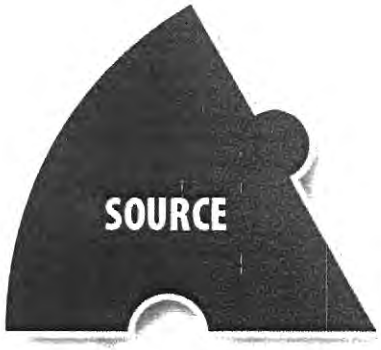
m

On-Call Engineering Services in Support of FY2016-2020

Water Resources Management & Water System Improvements

RFP '15/41/P

Water Division FY15-16 CIP Activities

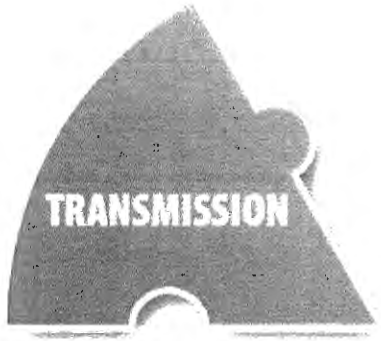


- ✓ Reservoir Dam Intakes
- ✓ Nichols Outlet Pipe
- ✓ City Well Field Optimization
- ✓ Canada Well
- ✓ Northwest Well Compliance

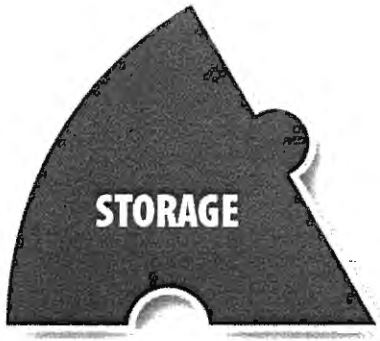
- ✓ Advanced Metering
- ✓ Priority Line Replacement
- ✓ Billing Management
- ✓ Water Loss Audit

- ✓ Asset Management Plan
- ✓ Groundwater Model
- ✓ Santa Fe Return Flow Plan
- ✓ Long Range Water Supply Plan
- ✓ Reclaimed Water Feasibility

- ✓ Arsenic Management
- ✓ WWTP Master Plan <-> RW FS

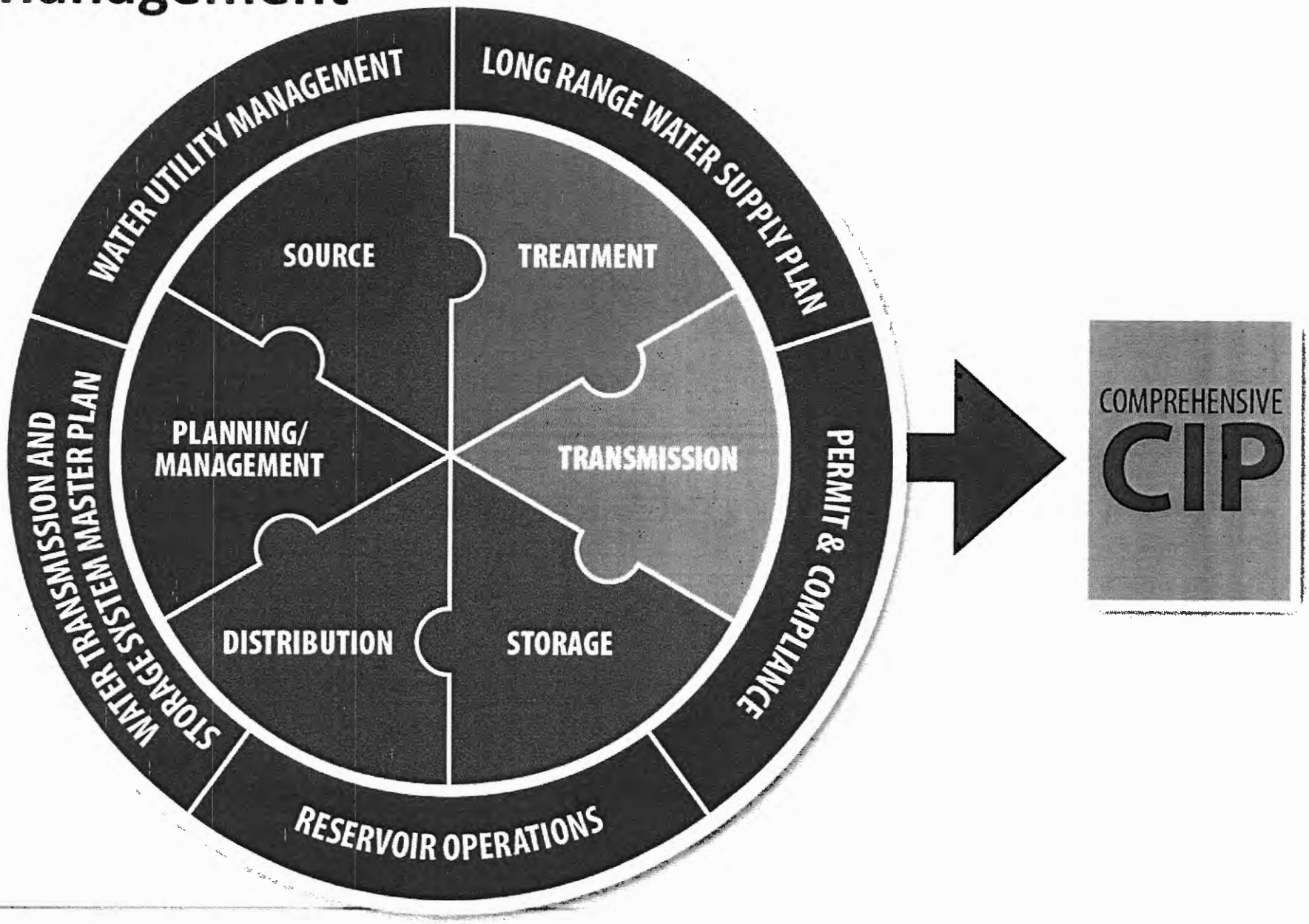


- ✓ Buckman Dual Pipeline
- ✓ Booster Station Upgrades

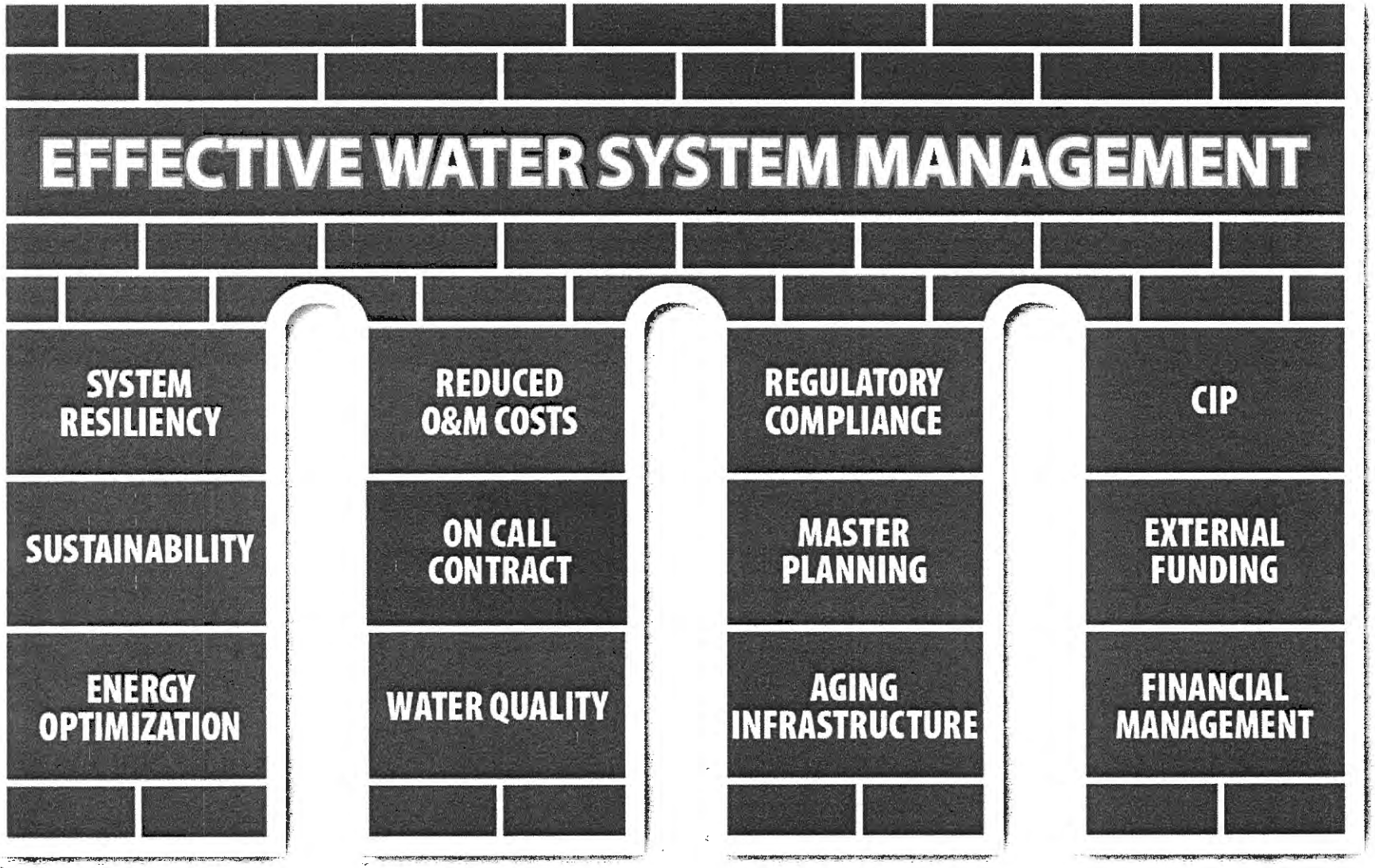


- ✓ Hospital Tank Replacement
- ✓ Buckman Raw Water Tank
- ✓ Reservoir Operations

Strategic Planning for effective CIP Management



Critical Engineering Factors



FY15-16 CIP utilizing On Call Engineering Services

Planning

- Update Water Transmission and Storage System Master Plan (2009)
- Update Long Range Water Supply Plan (2008)
- City and Buckman Well Field Optimization
- Asset Management

Infrastructure Improvements

- Buckman Dual Pipeline PER
- 4MG BDD water storage PER
- Canada Well Design
- Nichols Outlet Pipe Engineering Investigation/Design

➢ *Improved efficiency in our capital expenditure process*

On-Call Contractor Selection (RFP '15-41/P)

Unanimously Ranked Highest

- ✔ Required Expertise
- ✔ Depth of Local Resources
- ✔ Institutional Knowledge

PROPOSAL	SCORE	PRICE
CDM	3495	M
HDR	3033	H
NCS	3135	L

Selected Team: CDM Smith, Bohannan Huston, J. Shomaker

Proposed Capital Improvement Projects (CIP) for 2015-16 to be completed utilizing On-Call Engineering Services RFP '15-41/P

	Category	Task Desciption	Cost Estimate	Project Manager
1	**Water Transmission and Storage System Master Plan**	Conduct engineering analysis of hydraulic system to improve reliability, energy efficiency, system resiliency, and water quality. (Annexation modifications)		
a	City Well Field Optimization	Pressure issues, storage optimization, energy reduction, well replacement	$85,000	Schneider
b	Buckman Well Field Optimization	Critical need for dual pipeline, arsenic, booster pump upgrades, storage/blending, well rehab.	$60,000	Jorgensen
c	System-wide Transmission-Distribution-Storage-Valve Optimization	Boundary and pressure zone evaluation, valves and storage, hydraulic modeling, PERs	$50,000	Jorgensen
2	**Long Range Water Supply Plan**			
a	40 Year Supply-Demand Transient Analysis	Analyze time-series supply-demand conditions to support CIP. Determine when and bow much water and identify sources of future supply	$65,000	Schneider
b	Canada Well Design/Bid (New Production Well)	Deep replacement well for Aqua Fria Well (circa 1951). Develop well design, bid packet, oversee installation, and test well performance	$95,000	Carpenter
3	**Reservior Operations**			
a	Infrastructure Improvements	Oxidant Feed Building (Nichols Outlet), Sediment Feed for RWS, CRTWP Valve	$50,000	Jorgensen
b	Outlet and Flow Measures	Reservior Outlet Conduit, Santa Fe River Weirs (Nicholds, McClure, Living River and flume)	$35,000	Hook
4	**Permit , Compliance and Litigation**			
a	OSE- Groundwater	BWF monitoring plan, NW Well monitoring plan	$40,000	Schneider
b	USACE/NMED: Upper Santa Fe River Betwee McClure and Nichols)	Channel Survey, cross sections and longitudinal profiles	$35,000	Hook
c	OSE/NMED: Lower Santa Fe River (La Cienega)	Return Flow Plan, Groundwater Model Data Gaps, Reclaimed Water Data Gaps, BWF permit	$65,000	Erdmann
5	**Water Utility Management**			
a	Asset Management Data Gaps/Bid	Data Gaps evaluation on water loss, financial accounting, infrastructure management to develop scope of work for RFP.	$45,000	Huey
6	**Total Contract Expenditure FY15-16**	Total funding to more effectively and quickly implement CIP	**$625,000**	Schiavo

BEINGESSNER			
Criteria	CDM	HDR	NCS
1	80	80	70
2	225	225	200
3	180	160	160
4	135	135	135
5	120	120	105
6	105	90	135
	845	810	805

CARPENTER			
Criteria	CDM	HDR	NCS
1	90	80	70
2	225	200	175
3	180	140	140
4	150	120	120
5	120	120	135
6	120	120	135
	885	780	775

HOLLAND			
Criteria	CDM	HDR	NCS
1	90	60	80
2	225	150	175
3	180	160	160
4	135	90	105
5	135	120	135
6	120	90	135
	885	670	790

SCHNEIDER			
Criteria	CDM	HDR	NCS
1	95	75	75
2	225	200	175
3	170	160	140
4	150	113	120
5	120	135	105
6	120	90	150
	880	773	765

ON CALL ENGINEERING SERVICES
RFP# 15/41/P
EVALUATION SCORING SUMMARY

Evaluator Name	CDM	HDR	NCS
BEINGESSNER	845	810	805
CARPENTER	885	780	775
HOLLAND	885	670	790
SCHNEIDER	880	773	765
TOTAL	3495	3033	3135

* No Local Preference: No Santa Fe Location

City of Santa Fe

New Mexico

"REQUEST FOR PROPOSALS"

ON-CALL ENGINEERING SERVICES IN SUPPORT OF FY2016 – 2020 WATER RESOURCES MANAGEMENT AND WATER SYSTEM IMPROVEMENTS

RFP '15/41/P

PROPOSAL DUE:

June 22, 2015
2:00 P.M.
PURCHASING OFFICE
CITY OF SANTA FE
2651 SIRINGO ROAD
BUILDING "H" SANTA FE,
NEW MEXICO 87505

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I. ADVERTISEMENT FOR BIDS
BID NO. '15/41/P

Bids will be received by the City of Santa Fe and will be delivered to City of Santa Fe, Purchasing Office, 2651 Siringo Road, Bldg. "H", Santa Fe, New Mexico 87505 **until 2:00 P.M. local prevailing time, June 22, 2015. Any bid received after this deadline will not be considered.** This bid is for the purpose of procuring:

ON-CALL ENGINEERING SERVICES
IN SUPPORT OF FY2016 – 2020 WATER RESOURCES
MANAGEMENT AND WATER SYSTEM IMPROVEMENTS

The bidder's attention is directed to the fact that all applicable Federal Laws, State Laws, Municipal Ordinances, and the rules and regulations of all authorities having jurisdiction over said item shall apply to the bid throughout, and they will be deemed to be included in the bid document the same as though herein written out in full.

The City of Santa Fe is an Equal Opportunity Employer and all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation or national origin. The successful bidder will be required to conform to the Equal Opportunity Employment regulations.

Bids may be held for sixty (60) days subject to action by the city. The city reserves the right to reject any or all bids in part or in whole. Bid packets are available by contacting: Shirley Rodriguez, City of Santa Fe, Purchasing Office, 2651 Siringo Road, Bldg. "H" Santa Fe, New Mexico 87505, (505) 955-5711.

ATTEST:

Robert Rodarte, Purchasing Officer

Received by the Santa Fe New Mexican on: 05/22/14
To be published on: 05/27/14

Received by the Albuquerque Journal on: 05/22/14
To be published on: 05/27/14

II. PROPOSAL SCHEDULE FOR RFP # '15/41/P

1.	Advertisement	**May 27, 2015**
2.	Issuance of RFP'S:	**May 27, 2015**
3.	Receipt of proposals:	**June 22, at 2:00 p.m.**
4.	Evaluation of proposals:	**June 24, 2015**
5.	Interviews:	**June 25, 2015**
6.	Negotiation of Contract:	**June 29, 2015**
7.	Recommendation of award to Public Utilities Committee:	**July 01, 2015**
8.	Recommendation of award to Finance Committee:	**July 06, 2015**
9.	Recommendation of award to City Council:	**July 08, 2015**

DATES OF CONSIDERATION BY FINANCE COMMITTEE AND CITY COUNCIL ARE TENTATIVE AND SUBJECT TO CHANGE WITHOUT NOTICE.

REQUEST FOR PROPOSALS
PROPOSAL NUMBER '15/41/P
ON-CALL ENGINEERING SERVICES
IN SUPPORT OF FY2016 – 2020 WATER RESOURCES MANAGEMENT AND WATER SYSTEM IMPROVEMENTS

III. BACKGROUND

The City of Santa Fe (the "City") Water Division's primary mission is to provide a safe, reliable, and sustainable water supply for its customers. The City manages four sources of water supply derived from surface water (Santa Fe River and Rio Grande via the Buckman Direct Diversion) and groundwater (City and Buckman well fields) sources. The City also utilizes reclaimed wastewater and water conservation programs to reduce demand on these sources. Details on the City's water supply portfolio, current production records, future projected demands, and framework of its distribution system are presented in Water Transmission and Storage System Master Plan (2009), Long-Range Water Supply Plan (2008), and Annual Water Report (2013).

The City is seeking responses to this Request for Proposals (RFP) for the services of an experienced and professionally qualified engineering firm (the "Engineering Firm") with demonstrated expertise and proven experience in the areas of municipal water supply, water resources management, distribution and storage, water quality, water system improvements, water resources analysis and permitting, reservoir and well field operations, water system operations and optimizing and capital improvement program ("CIP") projects. The Engineering Firm is expected to provide comprehensive engineering services attributed to investigative studies, engineering consultation and engineering design, and expertise for construction projects managed by the Water Department. The City expects to pursue the following task orders through on-call engineering services professional services agreement within the first 18 months of contract award, as follows:

- City Well Field Optimization Study: Optimize well field productivity, production well efficiency and lifecycle extents, improve energy efficiency and create more efficient water distribution and storage through imrovements to the pipeline configurations, conduct system pressure and water quality enhancements.
- Buckman Well Field and transmission capacity increase from 8.9 million gallons per day to 15.0 mgd with pumping stations upgrades and storage expansion. Preliminary Engineering Report (PER) to optimize operations and lower on peak energy usage, adding renewable energy, configuring transmission system for maximum operational functions for water quality (blending or delivering water for treatment at Buckman 10 MG storage tank), and configuring transmission system for overall system redundancy and reliability.
- Water System Asset Management Plan: Integrate water loss, financial planning, and infrastructure management activities to better provide a high quality service at the lowest life cycle cost.

- Design, Construct and Permit Water Supply Well(s). Replace aging production well(s) with properly sites, designed, constructed, and tested 2,000-feet plus production well(s).
- Distribution Line, Valves, Storage Tank and Booster Station Upgrades/Replacements; Conduct engineering analysis of hydraulic system to improve reliability, efficiency and system resiliency. Present recommendations of redesign or modifications to water distribution lines, booster stations, valves and storage systems.
- Updates to both Long Range Water Supply Plan (2008) and Water Transmission and Storage System Master Plan (2009) to account for improvements, boundary changes and updates to the system since these Plans were completed.
- Permitting and Compliance Support that includes monitoring of stream flow, aquifer levels, water quality, geohydrologic analyses, groundwater modeling, aquifer testing, decision modeling using WaterMAPS, hydrogeologic mapping and reporting.

It is anticipated that the City enter into a Professional Services Agreement (PSA) with the selected Contractor to provide professional engineering services on an On-Call basis. The term of the PSA will be: a) one year from the date of execution with the option for 3 additional one year extensions; or b) the required date for completion of an Assigned Task Order, provided that said Task Order was assigned prior to the contract expiration date. An example PSA has been included in this RFP.

The City may request the Engineering Firm provide a proposal to complete a scope of work for select engineering projects as defined by the City. The scope of work will be defined as an Assigned Task Order that will establish the individual project scope, schedule, deliverables and cost. Cost proposals will be based on a "not to exceed" cost estimate for performance of the Task, unless the City agrees in advance that the work is not amendable to a "not to exceed" estimate and that the work will be done on a time and material basis. The scope of work and fee for individual Assigned Task Orders shall be approved by the Project Manager and Water Division Director. Execution of the PSA and/or the submission of proposals for Task Orders do not guarantee the award of any Assigned Task Orders.

In summary, the On-Call Engineering MSA will take the form of the following structure:

- Project Task Orders: (1) Lump Sum Fee negotiated individually based on the contract rates, for each project and issued as a separate Purchase Order; or (2) Hourly Rate when the scope of services preclude reasonable estimates of time to complete. Engineering Firm shall be required to submit detailed time records, documentation for other expenses, and such other evidence.
- The City will request a lump sum fee or hourly rate proposal for each project (Project Task Order). At its own expense, the Engineering Firm shall visit the site and prepare a detailed lump sum or hourly rate (as applicable) proposal, based on the Firm's contract rates, for accomplishing the work. Each proposal prepared by the Firm shall include an acceptable description of the nature, extent and character of the work required, as well as performance criteria and delivery schedules. All proposals under this Agreement must reference the

Agreement/Contract number on the proposal, to confirm that the current contract rates were used in the preparation of the proposal. Proposals that include the Firm's Terms and Conditions rather than those negotiated as part of the contract will not be accepted.

- Each Project Task Order will be reviewed and approved in writing by the City representative prior to Engineering Firm initiating any work. The Firm shall be responsible for conveying the information of Project Task Order to its employees, agents or subcontractors or sub-consultants. Firm shall be responsible for any work not expressly set out in any Project Order but which may be reasonably implied for proper completion of the Project Order. The Project Task Order will clearly define the project schedule, meeting and reporting requirements.
- Following successful negotiations, the City will prepare a purchase order for the agreed scope of work and fee proposal, incorporating by reference the terms and conditions of the resulting contract and forward to the Purchasing Office. Once the Purchasing Office has processed the purchase order (and assigned a number) specific to the Task order, the City may authorize the Firm to proceed with the work.
- The Firm shall not commence any work that has not been authorized by a written purchase order (or change order) executed by the Procurement Division and without a written Notice to Proceed from the City's representative (Project Manager). The Firm assumes all risk and financial liability for any services rendered without such proper authorization.
- Should additional services be requested beyond the scope of any executed Purchase Order, adjustments to the contract amounts shall be negotiated and a change order issued authorizing the additional work.
- The Firm's services shall be considered complete upon satisfactory completion and acceptance by the Owner's Representative of the services outlined in the Project Order.
- The successful Firm(s) shall be responsible for the professional quality, technical accuracy, timely completion, and the coordination of all planning, design, drawings, specifications, reports and other services furnished by the Firm or any employee, agent, or subcontractor of the Firm under this Agreement. The Firm shall without additional compensation, correct or revise any errors, omissions, or other deficiencies in his or his employee's, agent's or subcontractor's designs, drawings, specifications, reports and other services.
- The Engineering Firm must acknowledge that approval by the City of drawings, specifications, reports and incidental engineering work or materials furnished under the scope of work shall not in any way relieve the Engineering Firm of their responsibility for the technical accuracy and adequacy of the work. The Engineering Firm shall be and remain liable in accordance with applicable law for all damages to the City caused by the Engineering Firm.

IV. INFORMATION FOR PROPONENTS

1. RECEIPT OF PROPOSALS

The City of Santa Fe (herein called "City"), invites firms to submit one original containing a CD with an electronic copy of the proposal and six (6) print bound copies of the proposal. Proposals will be received by the Purchasing Office, until **2:00 p.m.** local prevailing time, **June 22, 2015**.

The packets shall be submitted and addressed to the Purchasing Office, at 2651 Siringo Road Bldg. "H" Santa Fe, New Mexico 87505. No late proposals will be accepted whether hand delivered, mailed or special delivery. Do not rely on "overnight delivery" without including some lead-time. "Overnight delivery" will be determined to be non-responsive if delivered late, no matter whose fault it was. It is recommended that extra days be included in the anticipated delivery date to ensure delivery is timely. The Purchasing Office is closed 12:00 p.m. to 1:00 p.m. The outside of the envelope should clearly indicate the following information:

Proposal number: '15/41/P
Title of the proposal: ON-CALL ENGINEERING SERVICES IN SUPPORT OF FY2016 – 2020 WATER RESOURCES MANAGEMENT AND WATER SYSTEM IMPROVEMENTS

Proponent's name and address:

Any proposal received after the time and date specified shall not be considered. No proposing firm may withdraw a proposal within 60 days after the actual date of the opening thereof.

2. PREPARATION OF PROPOSAL

Vendors shall comply with all instructions and provide all the information requested. Failure to do so may disqualify your proposal. All information shall be given in ink or typewritten. Any corrections shall be initialed in ink by the person signing the proposal.

This request for proposal may be canceled or any and all proposals may be rejected in whole or in part, whenever the City of Santa Fe determines it is in the best interest of the city.

3. ADDENDA AND INTERPRETATIONS

No oral interpretation of the meaning of any section of the proposal documents will be binding. Oral communications are permitted in order to make an assessment of the need for an addendum. Any questions concerning the proposal must be addressed prior to the date set for receipt of proposal.

Every request for such interpretations should be in writing addressed to, Mr. Bill Schneider, P.G., Water Resources Coordinator – Water Division, 801 W. San Mateo

Road, Santa Fe, New Mexico, 87505 or whschneider@ci.santa-fe.nm.us and to be given consideration must be received at least (5) days prior to the date set for the receiving of proposals.

Any and all such interpretations and any supplemental instruction will be in the form of written addenda to the RFP, which if issued, will be delivered to all prospective firms not later than three days prior to the date fixed for the receipt of the proposals. Failure of any proposing firm to receive any such addenda or interpretations shall not relieve such firm from any obligation under their proposal as submitted. All addenda so issued shall become part of the contract documents.

The City reserves the right to not comply with these time frames if a critical addendum is required or if the proposal deadline needs to be extended due to a critical reason in the best interest of the City of Santa Fe.

4. LAWS AND REGULATIONS

The proposing firm's attention is directed to the fact that all applicable Federal Laws, State Laws, Municipal Ordinances, and the rules and regulations of all authorities having jurisdiction over said item shall apply to the contract throughout. They will be deemed to be included in the contract the same as though herein written out in full.

5. METHOD OF AWARD

The proposal is to be awarded based on qualified proposals as per the enclosed rating system and at the discretion and consideration of the governing body of the City of Santa Fe. The selection committee may interview the top three rated proponents; however, contracts may be awarded without such interviews. At its discretion the City reserves the right to alter the membership or size of the selection committee. The City reserves the right to change the number of firms interviewed.

The project will be awarded based on:

a. Ranking of qualified proposals by the selection committee as per the enclosed rating system.
b. Interviews of the top three ranked proposing firms by the Selection Committee as deemed necessary.
c. The consideration and approval of the Governing Body of the City of Santa Fe.

6. COMPLIANCE WITH CITY'S MINIMUM WAGE RATE ORDINANCE (LIVING WAGE ORDINANCE)

A copy of the City of Santa Fe Ordinance No. 2003-8, passed by the Santa Fe City Council on February 26, 2003 is attached. The proponent or bidder will be required to submit the proposal or bid such that it complies with the ordinance to the extent applicable. The recommended Contractor will be required to comply with the ordinance to the extent

applicable, as well as any subsequent changes to the Ordinance throughout the term of this contract.

7. RESIDENT and LOCAL PREFERENCE

INTENT AND POLICY

The city recognizes that the intent of the state resident preference statute is to give New Mexico businesses and contractors an advantage over those businesses, manufacturers and contractors from outside the State of New Mexico. The underlying policy is to give a preference to those persons and companies who contribute to the economy of the State of New Mexico by maintaining businesses and other facilities within the state and giving employment to residents of the state (1969 OP. Att'y Gen. No. 69-42). The city also has adopted a policy to include a local preference to those persons and companies who contribute to the economy of the County of Santa Fe by maintaining businesses and other facilities within the county and giving employment to residents of the county.

APPLICATION-IN-STATE AND OUT OF STATE BIDDERS

With acknowledgment of this intent and policy, the preference will only be applied when bids are received from in-state and county businesses, manufacturers and contractors that are within 5% of low bids received from out-of-state businesses, manufacturers and contractors (13-1-21 (A) -1-21 (F) and 13-4-2 (C) NMSA 1978).

To be considered a resident for application of the preference, the in-state bidder must have included a valid state purchasing certification number with the submitted bid.

Thus it is recommended that in-state bidders obtain a state purchasing certification number and use it on all bids, in order to have the preference applied to their advantage, in the event an out-of-state bid is submitted. In submitting a bid, it should never be assumed that an out-of-state bid will not be submitted.

For information on obtaining a state purchasing certification number, the potential bidder should contact the State of New Mexico Taxation and Revenue Department.

All resident preferences shall be verified through the State Purchasing Office. Applications for resident preference not confirmed by the state Purchasing Office will be rejected. The certification must be under the bidder's business name submitting the bid.

NON-APPLICATION-COMPETING IN-STATE BIDDERS

If the lowest responsive bid and the next responsive bids within 10% of the lowest bid, are all from the state of New Mexico, then the resident preference will not be applied and the state purchasing certification number will not be considered. To be considered an in-state bidder in this situation, the bidders must meet the definition criteria of Chapter 13-1-21 (A)(1) and Chapter 13-4-2 (A) NMSA 1978. After examining the information included in the bid submitted, the city Purchasing Director may seek additional information of proof to verify that the business is a valid New Mexico business. If it is determined by the city

Purchasing Director that the information is not factual and the low responsive bid is actually an out-of-state bidder and not a New Mexico business, then the procedures in the previous section may be applied.

If the bidder has met the above criteria, the low responsive "resident" bid shall be multiplied by .95. If that amount is then lower than the low responsive bid of a "non-resident" bidder, the award will be based taking into consideration the resident preference of 5%.

APPLICATION FOR LOCAL PREFERENCE

For the purposes of this section, the terms resident business and resident manufacturer shall be defined as set out in Section 13-1-21 NMSA 1978; the term local as applied to a business or manufacturer shall mean that:

Principal Office and location must be stated: To qualify for the local preference, the principal place of business of the enterprise must be physically located within the Santa Fe County Geographic Boundaries. The business location inserted on the Form must be a physical location, street address or such. DO NOT use a post office box or other postal address. Principal place of business must have been established no less than six months preceding application for certification.

The PREFERENCE FACTOR for resident and local preferences applied to bids shall be .95 for resident and .90 for local. The local preference for proposals shall be 1.10.

New Mexico Resident Veteran Business Preference: New Mexico law, Section 13-1-22 NMSA 1978, provides a preference in the award of a public works contract for a "resident veteran business". Certification by the NM Department of Taxation and Revenue for the resident veteran business requires the Offeror to provide evidence of annual revenue and other evidence of veteran status.

An Offeror who wants the veteran business preference to be applied to its proposal is required to submit with its proposal the certification from the NM Department of Taxation and Revenue and the sworn affidavit.

If an Offeror submits with its proposal a copy of a valid and current veteran resident business certificate, 7%, 8%, or 10% of the total weight of all the evaluation factors used in the evaluation of proposal may be awarded.

The local preference or resident business preference is not cumulative with the resident veteran business.

Bids for Goods and Services. When bids for the purchase of goods or services pursuant to Section 22 are received, the lowest responsive bid received from those bidders in the first category listed below shall be multiplied by the Preference Factor. If the resulting price of that bid receiving the preference is lower than or equal to the lowest bid of all bids received, the contract shall be awarded to that bidder receiving the preference. If

no bids are received from bidders in the first category, or if the bid receiving the preference does not qualify for an award after multiplication by the Preference Factor, the same procedure shall be followed with respect to the next category of bidders listed to determine if the bid qualifies for award. The priority of categories of bidders is:

(1) Local business.

(2) Resident business.

Proposals for Goods and Services. When proposals for the purchase of goods or services pursuant to Section 23 are received, the evaluation score of the proposal receiving the highest score of all proposals from those proponents in the first category listed above shall be multiplied by the Preference Factor. If the resulting score of that proposal receiving the preference is higher than or equal to the highest score of all proposals received, the contract shall be recommended to that proponent receiving the preference. If no proposals are received from proponents in the first category, or if the proposal receiving the preference does not qualify for an award after multiplication by the Preference Factor, the same procedure shall be followed with respect to the next category of proposals listed to determine if a proponent qualifies for award.

Qualifications for Resident Preference. No resident business or manufacturer, as defined, shall be given any preference in the awarding of contracts for furnishing goods or services to the city, unless it shall have qualified with the State Purchasing Agent as a resident business or manufacturer and obtained a certification number as provided in Section 13-1-22 NMSA 1978. The certification number must be submitted with its bid for an offeror to qualify for this preference. The Central Purchasing Office shall determine if a resident preference is applicable to a particular offer on a case by case basis.

Qualifications for Local Preference. The Central Purchasing Office shall have available a form to be completed by all bidders/proponents who desire to apply for the local preference as a local business. The completed form with the information certified by the offeror must be submitted by the bidders/proponents with their bid or proposal to qualify for this preference.

Limitation. No offeror shall receive more than a 5% for resident and 10% for local preference pursuant to this section on any one offer submitted. A bidder may not claim cumulative preferences.

Application. This section shall not apply to any purchase of goods or services when the expenditure of federal and/or state funds designated for a specific purchase is involved and the award requirements of the funding prohibit resident and/or local preference(s). This shall be determined in writing by the department with the grant requirements attached to the Purchasing Office before the bid or request for proposals is issued.

Exception. The City Council at their discretion can approve waiving the Local Preference requirements for specific projects or on a case by case basis if it is the City's best interest to do so.

New Mexico Resident Preference Number (if applicable)_____

8. PROTESTS AND RESOLUTIONS PROCEDURES

Any proponent, offeror, or contractor who is aggrieved in connection with procurement may protest to the Purchasing Officer. The protest must be in writing and submitted within fifteen (15) days and requirements regarding protest and resolution of protests are available from the Purchasing Office upon request.

V. SPECIAL CONDITIONS

1. General

When the City's Purchasing Officer issues a purchase order document in response to the vendor's bid, a binding contract is created.

2. Assignment

Neither the order, nor any interest therein, nor claim under, shall be assigned or transferred by the vendor, except as expressly authorized in writing by the City Purchasing Officer's Office. No such consent shall relieve the vendor from its obligations and liabilities under this order.

3. Variation in Scope of Work

No increase in the scope of work of services or equipment after award will be accepted, unless means were provided for within the contract documents. Decreases in the scope of work of services or equipment can be made upon request by the city or if such variation has been caused by documented conditions beyond the vendor's control, and then only to the extent, as specified elsewhere in the contract documents.

4. Discounts

Any applicable discounts should be included in computing the bid submitted. Every effort will be made to process payments within 30 days of satisfactory receipt of goods or services. The City Purchasing Officer shall be the final determination of satisfactory receipt of goods or services.

5. Taxes

The price shall include all taxes applicable. The city is exempt from gross receipts tax on tangible personal property. A tax exempt certificate will be issued upon written request.

6. Invoicing

The Engineering Firm's invoice will be submitted in duplicate, and duly certified. It will contain the following information: invoice number, invoice date, beginning and ending dates of services rendered, description of the supplies or services, quantities, unit prices and extended totals. A separate invoice will be submitted for each complete order. The invoice will include all applicable taxes.

The Engineering Firm will review the invoice with the City's Project Manager and make corrections, prior to submission for payment. Invoices will be submitted to the Project Manger at the Water Division. Do not send invoices to the Purchasing Office.

7. Method of Payment

Every effort will be made to process payments within 30 days of receipt of a detailed invoice and proof of delivery and acceptance of the products hereby contracted or as otherwise specified in the compensation portion of the contract documents.

8. Default

The city reserves the right to cancel all or any part of this order without cost to the city if the proposer fails to meet the provisions for this order, and except as otherwise provided herein, to hold the vendor liable for any excess cost occasioned by the city due to the vendor's default. The vendor shall not be liable for any excess cost if failure to perform the order arises out of causes beyond the control and with the fault or negligence of the vendor and these causes have been made known to the City of Santa Fe in written form within five working days of the vendor becoming aware of a cause which may create any delay; such causes include, but are not limited to, acts of God or the public enemy, acts of the State or of the Federal Government, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, unusually severe weather and defaults of sub-contractors due to any of the above unless the city shall determine that the suppliers or services to be furnished by the sub-contractor are obtainable from other sources in sufficient time to permit the vendor to meet the required delivery schedule. The rights and remedies of the city are not limited to those provided for in this paragraph and are in addition to any other rights provided for by law.

9. Non-Discrimination

By signing this City of Santa Fe bid or proposal, the vendor agrees to comply with the Presidents Executive Order No. 11246 as amended.

10. Non-Collusion

In signing this bid or proposal, the vendor certifies they have not, either directly or indirectly, entered into action in restraint of full competition in connection with this bid or proposal submittal to the City of Santa Fe.

VI. SCOPE OF SERVICES

General Overview

In general, the Engineering Firm shall perform professional engineering services on an as-needed basis as directed by the City's representative, primarily assigned Project Manager. The Engineering Firm shall have demonstrated expertise and experience in the areas of water supply, water resource management, planning and modeling, water distribution and storage, water quality, water system improvements, and well field operations. Engineering services shall meet the applicable requirements of the City and accepted industry standards and practices. The scope of work for any one project may involve some or all phases of project development and implementation which may include, but not limited to, the following:

I. Technical water resources engineering and feasibility studies,

II. Preliminary engineering services for design and construction,

III. General engineering services for:

   a. Capital Improvements,

   b. Repair and rehabilitation related assessments,

   c. Upgrades and improvements,

   d. Design support, preparation of design specifications, and procurement support for CIP

IV. Water resources studies for:

   a. Supply and demand management

   b. Well field sustainability analyses

   c. Water budget and geohydrologic modeling analyses

   d. Permitting

V. Permit related activities, compliance and litigation support,

VI. Water utility management support for:

   a. Asset management

   b. Water loss audit

   c. Federal and State funding applications

Technical Water Resources Engineering and Feasibility Studies

The types of services anticipated under this category shall include, at a minimum, the following:

- Perform water quantity and water quality evaluations related to water supply operations related to source water derived from reservoirs and production wells, recycled wastewater reuse, aquifer storage and recovery, and water treatment processes.

- Perform technical and system optimization studies for various water system operations related to sustainable water production, well field management, water distribution and storage, energy usage, surface and groundwater interaction, water budgets and related geohydrologic analyses.

- Production well design, construction, testing and sustainable operations. Water quality and treatment, blending and distribution.

- Perform feasibility studies for new and/or alternative water sources, aquifer storage and recovery, wastewater reuse, water treatment systems and engineering services in support of capital improvement projects including process technical evaluations; site layouts; design and process requirements; distribution and storage, booster pumps, energy efficiency; and capital and O&M costs.

Preliminary Engineering Services for Design and Construction

The types of services anticipated under this category shall include, at a minimum, the following:

- Prepare engineering details and calculations as needed for water supply, water transmission and water storage improvement projects.

- Prepare preliminary drawings, and estimates of probable cost, including capital costs, annual operation and maintenance cost, lifecycle cost for any range of

system improvement alternative(s). Present alternatives and cost structure and provide recommendations and analyses of each alternative.

- Evaluate the design concept for constructability and practicality for construction phase and maintenance of water system improvements.

- Develop a design and construction schedule.

General Engineering

The types of services anticipated under this category shall include, at a minimum, the following:

- Development of engineering design drawings and specifications for capital improvement projects, and/or rehabilitation and replacement projects.

- Perform necessary field investigations and coordinate with regulatory agencies and other stakeholders to verify design and construction assumptions and constraints.

- Address right of way and easement issues.

- Prepare engineering designs, calculations, plans, specifications, cost estimates and contract bidding documents. Engineering plans and construction documents will include preliminary engineering, sixty percent (60%), ninety percent (90%), and final engineering, or as specified by a given task order.

- Updates and revisions to the water distribution and storage master plan, as-needed.

- Improvements to distribution system network, pressure zone management, well systems, booster pump station, piping valves, junctures and storage tank improvements. Water system design and operations, water demand analyses, system utilization, operation and reliability

:

Water Resources Studies

The types of services anticipated under this category shall include, at a minimum, the following:

- Hydrologic and hydrogeological services as they pertain to water resource management, source protection, water resource management, permit compliance, water system, production, distribution and storage improvements.

- Water budget analyses, water level monitoring, stream gaging and seepage studies, surface and groundwater interaction, and evapotranspiration calculations in support of water resource management studies.

- Long range water supply plan (LRWSP) updates, drought management, new source of supply evaluations, system resiliency, supply and demand forecasting using decision analysis tool (WaterMAPS). Develop 5-, 10- and 20-year long range supply and demand forecasts and integrates result with LRWSP, T&D Master Plan, WaterMAPS decision tool, waste water reuse and conservation plans.

- Groundwater modeling in support of aquifer sustainability and safe yield estimates, groundwater pumping offset calculations, aquifer characteristic evaluations, and supply optimization evaluations. Predictive simulation of groundwater flow, model development and calibration and model validation with emphasis on Espanola Basin model(s).

- Well design, well efficiency, well permitting, specific capacity and aquifer testing, sustainable well yield assessment, well redevelopment, well construction and repair, well permitting, well siting.

- Water supply prioritization, economics, availability and resiliency, and water supply infrastructure.

Permit Related Activities, Compliance and Litigation Support

The types of services anticipated under this category shall include, at a minimum, the following:

- Surface and groundwater water right permitting and applications.

- Inter-state compact compliance, permitting and accounting.

- Appropriation of surface water, groundwater administration, active water resource administration, and general water rights.

- Return flow credits, aquifer storage and recovery, reclaimed water reuse, discharge permitting and water quality compliance.

Water Utility Management

The types of services anticipated under this category shall include, at a minimum, the following:

- Asset management plan support including financial planning, life cycle evaluation, water accounting, capital improvements, risk assessments, asset inventory and data management.

- Water loss control program support to support water audit evaluations, conduct water audit intervention processes, and implement performance indicator evaluations.

- Support City pursuit of federal and state grant funding applications.

- Geographic information system (GIS) support, field surveying and mapping, graphical illustrations and reporting support.

VII. SUBMITTAL REQUIREMENTS

General Overview

The proposal should consist of the following major sections, and in the order shown:

A. Transmittal Letter
B. Executive Summary
C. Background Information
D. Firm Experience
E. Project Staff
F. Sub-Engineering Firms
G. Project Approach
H. Quality Assurance/Quality Control
I. Exceptions
J. Statement of Wages and Direct Costs

The proposal shall be limited to no more than 35 pages in length. This does not include cover letter, appendices, dividers, and résumés. The proposal shall be printed on 8.5" x 11" size recycled paper or recyclable white bond paper, paginated, and bound. Any oversized documents such as charts or tables must be folded to size and secured in the proposal. Six hard copies of the proposal shall be submitted to City no later than the

due date. In addition, an electronic copy shall be submitted on a CD. All files shall be in a text searchable PDF format (i.e., not scanned images) compatible with Adobe Acrobat Version 9.0.

In order to facilitate the evaluation of the proposals, Engineering Firms should format their proposals using the following sections:

A. Transmittal Letter

A transmittal letter, signed by an officer who is authorized to bind the Engineering Firm, shall be included with the proposal. In the transmittal letter, please state that the proposal content is binding for ninety (90) days from the submission deadline for proposals.

- Engineering Firm Contact - Please provide the name, address, email address, telephone number, and facsimile number of the prime contact. This will be the individual who can be contacted during proposal evaluation if the City has questions about the proposal.
- Location(s) - Please provide the location of the Engineering Firm's headquarters. In addition, provide the location of any local support offices which will provide service to the City.
- Company Management/Ownership - The City is looking for a Engineering Firm that can provide a measure of proven stability and reliability given the nature of an on-call contract. Please describe the Company's (and any subcontractor's) size, company management and ownership.

B. Executive Summary

A brief summary addressing the key elements of the proposal is required. Please highlight the engineering firm's understanding of the RFP requirements, professional experiences and expertise, and expertise available to fulfill the obligations in support of the City's need for engineering support and expertise.

C. Background Information

Background information should describe in general the Engineering Firm's history and its experience in the various types of engineering services as outlined in this RFP. Indicate the extent of water supply and distribution, engineering support for Capital Improvement and water system upgrades experience the Engineering Firm can demonstrate as well as any recent on-call engineering expertise. Past direct experience and understanding of the City water resources and management requirements, water distribution and storage systems, and regulatory compliance obligations is greatly valued. List contracts terminated (partially or completely) by clients for convenience or default within the past three years. Include contract value, description of work, sponsoring organization, contract number, and name and telephone number of contracting entity.

∇ *Evaluation Criterion Form: Understanding and Compliance of RFP requirements*

D. Firm Experience

Provide specific information on the firm's experience, particularly in projects similar to those discussed in this RFP and summarized in the Scope of Services (SOS) section. Please list and describe at least two similar projects completed by the firm within the past five years for each of 6 facets of engineering expertise solicited by the RFP as outlined in the SOS. For all projects, list the:

- Project title, location and description
- Project costs
- Year performed services
- Project manager
- Services provided
- Project owner's name
- Client contact person, address and phone number
- Type of contract (on-call or fixed scope)

Provide examples of the Project Manager's (PM) City experience within the past five (5) years that serve to demonstrate the PMs knowledge of City operations and procedures.

▽ *Evaluation Criterion Form: Experience of Firm and Record of Performance on Similar Projects/SOSs*

E. Project Staff

Identify the Project Manager and specific engineering staff (focus on water supply, water resources and water storage and distribution experienced staff) on the project team that are being proposed. For all project team members, describe specific services they will perform, and illustrate clearly the applicability of the individual's background, education, and experience to his or her assigned role. Provide resumes for the Project Manager and key engineering and other technical discipline personnel. With respect to key personnel, please elaborate on experience in the following areas:

- Experience with publicly-bid and managed projects, with emphasis on City projects.
- Ability to interface with City staff, other public agencies, utility companies, contractors, and the public at large.
- Knowledge of the City water supply, storage and distribution, and water system operations.
- Knowledge of City regulatory obligations as they pertain to the water system operations and compliance.
- Education, Certifications, and Professional contributions.

Respondent shall have a New Mexico Registered Civil Engineer in responsible charge of all engineering work performed under this Agreement. The PM does not require a P.E but must be a staff employee and not a consultant or contract employee for the submitting Engineering firm. Please present a detailed organizational chart and staffing plan identifying key personnel and related support staff that will be available to perform and/or assist with the tasks listed in the Scope of Services.

▽ *Evaluation Criterion Form: Experience and Qualifications of Proposed Technical Staff & Demonstrated Record of Quality and Timeliness of Services*

F. Sub-Engineering Firms

Identify any and all sub-Engineering Firms proposed to serve on the project, with background information and particular experience of key personnel, including past projects and resumes. Show the key personnel in the organization chart.

G. Project Approach

Describe how the Engineering Firm's approach will meet the particular needs of an on-call engineering services contract, with an emphasis on the ability to perform such services in accordance with the attached scope of work in a timely and responsive manner. Please provide an organization plan for management of the contract can be accomplished using the requested organizational chart that shows the proposed relationships between the key team members and support staffs who are expected to participate on the project. Also indicate which aspects of the work each person will be responsible for performing and their availability to support the contract. Please identify all consultants and their specific roles to support the contract. If the work is to be shared among firms and offices at different locations, indicate where each office is located and what work is to be performed at each location.

Please be sure to describe the engineering firm's understanding of the project scope specific to the City's current water resources management and water distribution and storage conditions, requirements, and capital improvements. Please present a detailed plan on the firm's procedures and methodologies for performing the services required by the project scope and how these fit together with the City's managerial, technical and operational framework.

- ∇ *Evaluation Criterion Form: Understanding and Compliance of RFP requirements and Knowledge of City Water System Operations*

H. Quality Assurance/Quality and Cost Control

Describe how quality assurance and quality control will be provided for the project. Identify the individuals that will be involved in QA/QC services and at what milestones they will be provided. If your firm has a structured Quality Assurance/Quality Control Program, describe it briefly, show how it will be applied to the project and include a copy

in the Appendix. Please present the firm's expertise and program for implementing cost control measured at all stages of project management. Please present the firm's cost estimating techniques relative to project management, engineering design, and construction oversight. Please describe the firm's methods for controlling expenditures for labor-hours, other direct costs, and all other costs associated with the basic services fee negotiated with the PSA. Please list any project management application software programs used to monitor work-hour usage and costs as a means of controlling total expenditures for accomplishing design tasks. Please list the firm's methods for cost estimating and project schedule tracking and implementation. Lastly, please describe the quality control procedures the firm will use to assure the accuracy and adequacy of the work that you and your consultants propose to perform.

∇ *Evaluation Criterion Form: Project Management and Cost Controls*

I. Exceptions

Please include a statement regarding exceptions to the sample contract. If no exceptions are included, the City will expect the Engineering Firm will be able to sign the City's contract and provide the required insurance and indemnification.

J. Statement of Wages and Direct Costs

Please include a statement detailing the following:

- Proposed schedule of hourly rates for each position; and
- All direct and reimbursable costs expected to be incurred in the performance of duties discussed in this RFP.

Evaluation Criterion Form: Proposed Fees

VIII. ERRORS AND OMISSIONS INSURANCE

Proponents must provide evidence of Professional Errors & Omissions Insurance coverage in minimum limits of $1,000,000 per occurrence. Insurance certificates shall be attached to Proposal. No additional direct or reimbursable expense is allowed under Professional Services Agreements for this standard coverage. Insurance certificates shall apply to prime Engineering Firms only and must be attached to the proposal.

IX. EVALUATION CRITERIA
&
WEIGHTED VALUES
EVALUATION COMMITTEE MEMBERS

Method of Award - The project will be awarded based upon the following criteria:

1. Ranking of qualified proposals by the Selection Committee as per the enclosed rating system.
2. Interviews
   - Interviews at the option of the City. If no interviews, then the scores from the Evaluation Criteria Form shall be utilized to determine the top ranked firm to be selected for the project.
   - If interviews are conducted, interviews will be conducted with the top three ranked firms based of the score from the Evaluation Criteria Form.
   - If interviews are conducted, then only the scores from the Interview Evaluation Form will be utilized to select the top ranked firm. It is noted that the Proposed Fee score will carry over from Evaluation Criteria Form to the Interview Evaluation Form.
3. Consideration and approval of the governing body of the City of Santa Fe. The City Council, as governing body, will consider the Public Utilities and Finance. Committees' recommendations and make the final decisions as to award of contract.

Selection Committee - The selection committee may consist of representatives from the following departments:

- Finance Department

  Purchasing Officer or Designee
- Public Utilities Department

  Water Division

  Director or Designee

  Engineering Section Representatives(s)

  Water Resources Section Representative(s)

The City of Santa Fe reserves the right to alter the size and membership of the Selection Committee. There will be at least one Registered Professional Engineer on the Selection Committee.

Interviews - Interviews may be scheduled by the City of Santa Fe. If requested, they will consist of a 1-hr. presentation by the Proponents, including a question and answer period. At the Interview, firms are expected to introduce and involve the engineering

professionals who will be assigned to the project and make them available for questions by the Selection Committee.

EVALUATION CRITERIA FORM

RFP: '15/41/P
PROJECT: ON-CALL ENGINEERING SERVICES IN SUPPORT OF FY2016 – 2020 WATER RESOURCES MANAGEMENT AND WATER SYSTEM IMPROVEMENTS

NAME OF FIRM: _____

Proposal Component	Weighted Value	(1=low, 10=high)	Total Score	Max Score
Understanding and Compliance of RFP Requirements: The firm demonstrates clear understanding of project requirements as specified in this scope of services outlined in this RFP. Proposal details each statement of services (SOS) clearly. Clarity and organization of proposal.	**10**			**100**
Experience of Firm and Record of Performance on Similar Projects/SOSs: Relevant experience of firm as they pertain to key technical tasks outlined in SOS. Specific qualifications & experience of project team as demonstrated by previous project experience that match both SOS and on-call engineering requirements.	**25**			**250**
Experience and Qualifications of Proposed Technical Staff & Demonstrated Record of Quality and Timeliness of Services: The quality and timeliness of previous work for the City or other municipal entity; the demonstrated ability to mobilize quickly, control costs, provide competent engineering and water resources services, quality and accurate plans; the ability to meet schedules.	**20**			**200**
Knowledge of City Water System Operations; Demonstrated knowledge of the City water management, distribution and storage systems, direct experience with conducting analyses on production of water, water quality, storage and distribution of water, permitting and water rights for the City.	**15**			**150**
Project Management and Cost Controls: Engineering Firm's organizational structure, staff availability, cost control measures, QA/QC program and project controls and oversight, project management system and	**15**			**150**

resource management systems, data quality, data management systems.				
Proposed Fees: Proposed fee schedule. While firm and technical staff qualifications are strongly considered, the fee structure is a factor in the evaluation process and must be clearly presented.	**15**			**150**
Total Score				
	100			**1000**

The Engineering Firm selection, or short listing for interviews, will be based upon evaluation of the proposal and the Firm's qualifications, relative to the evaluation criteria. Multiply the Total Score by factor of 1.10 if company has an approved Local Preference Certification form included with proposal:

Local Preference Score, if applicable: Total Score x 1.10 = _____

Please do not minimize the importance of an adequate response in any area.

SELECTION COMMITTEE
EVALUATOR SIGNATURE: _____DATE: _____

INTERVIEW EVALUATION FORM

RFP: '15/41/P

PROJECT: ON-CALL ENGINEERING SERVICES IN SUPPORT OF FY2016 – 2020 WATER RESOURCES MANAGEMENT AND WATER SYSTEM IMPROVEMENTS

ENGINEERING FIRM:_____

Criteria	Weighted Value	(1=low, 10=high)	Total Score	Max Score
1. Grasp of project requirements and Presentation of Technical Approach /Methodology: Evaluation of firm's discussion and analysis of project and local issues; evaluation of discussion of its project & engineering design and analysis; evaluation of technical approach discussion and relationship to fee. Does firm grasp lead times for official actions and do they manage that within their schedule, and clear understanding of local hydrologic, cultural, regulatory and environmental conditions.	**20**			**200**
2. Technical and presentation skills: Evaluation of firm's discussion of capabilities to organize and present concepts and technical information with clarity, and credibility, supported by visual, aids, ability to complete SOS tasks, past experiences and lessons learned.	**20**			**200**
3. Project management and cost control measures: evaluation of firm's & specific project team members' discussion pertaining to relevant experience & expertise needed to complete SOS; does this discussion tend to support firm's stated qualifications, experience and expertise related to engineering, project management and cost control measures.	**20**			**200**

4. Responses to other relevant issues: Firm's responses to questions raised by Selection Committee evaluation and responsiveness of firm to specific SOS technical and management matters and issues.	**20**			**200**
5. Proposed Fees: Firm's justification for basis of fees and other direct costs.	**20**			**200**
Total Score	**100**			**1000**

Multiply the Total Score by factor of 1.10 if company has an approved Local Preference Certification form included with proposal:

Local Preference Score, if applicable: Total Score x 1.10 = _____

Please do not minimize the importance of an adequate response in any area.

SELECTION COMMITTEE
EVALUATOR SIGNATURE: _____DATE: _____

INSTRUCTIONS RELATING TO LOCAL PREFERENCE CERTIFICATION FORM

1. **All information must be provided.** A 10% local preference may be available for this procurement. To qualify for this preference, an offeror **must** complete and submit **the local preference certification form with its offer.** If an offer is received without the form attached, completed, notarized, and signed or if the form is received without the required information, the preference will not be applied. **The local preference form or a corrected form will not be accepted after the deadline for receipt of bids or proposals.**

2. **Local Preference precedence over State Preference:** The Local Preference takes precedence over the State Resident Preference and only one such preference will be applied to any one bid or proposal. If it is determined that the local preference applies to one or more offerors in any solicitation, the State Resident Preference will not be applied to any offers.

3. **Principal Office and location must be stated: To qualify for the local preference, the principal place of business of the enterprise must be physically located within the Santa Fe County Geographic Boundaries. The business location inserted on the Form must be a physical location, street address or such. DO NOT use a post office box or other postal address. Principal place of business must have been established no less than six months preceding application for certification.**

4. **Subcontractors do not qualify:** Only the business, or if joint venture, one of the parties of the joint venture, which will actually be performing the services or providing the goods solicited by this request and will be responsible under any resulting contract will qualify for this preference. A subcontractor may not qualify on behalf of a prime contractor.

5. **Definition:** The following definition applies to this preference.

   A local business is an entity with its Principal office and place of business located in Santa Fe County.
   A Principal office is defined as: The main or home office of the business as identified in tax returns, business licenses and other official business documents. A Principal office is the primary location where the business conducts its daily operations, for the general public, if applicable. A temporary location or movable property, or one that is established to oversee a City of Santa Fe project does not qualify as a Principal office.

Additional Documentation: If requested a business will be required to provide, within 3 working days of the request, documentation to substantiate the information provided on the form. Any business which must be registered under state law must be able to show that it is a business entity in good standing if so requested.

LOCAL PREFERENCE CERTIFICATION FORM

RFP/RFB NO: _____

Business Name: _____

Principal Office: _____
Street Address City State Zip Code

City of Santa Fe Business License #_____ **(Attach Copy to this Form)**

Date Principal Office was established: _____ **(Established date must be six months before date of Publication of this RFP or RFB).**

CERTIFICATION

I hereby certify that the business set out above is the principal Offeror submitting this offer or is one of the principal Offerors jointly submitting this offer (e.g. as a partnership, joint venture). I hereby certify that the information which I have provided on this Form is true and correct, that I am authorized to sign on behalf of the business set out above and, if requested by the City of Santa Fe, will provide within 3 working days of receipt of notice, the necessary documents to substantiate the information provided on this Form.

Signature of Authorized Individual: _____

Printed Name: _____

Title: _____ **Date:** _____

Subscribed and sworn before me by_____ **this**____**, day of** _____

My commission expires_____ _____
Notary Public

SEAL

YOU MUST RETURN THIS FORM WITH YOU OFFER

RESIDENT VETERANS PREFERENCE CERTIFICATION

_____ (NAME OF CONTRACTOR) hereby certifies the following in regard to application of the resident veterans' preference to this procurement.

Please check one box only:

☐I declare under penalty of perjury that my business prior year revenue starting January 1 ending December 31 is less than $1M allowing me the 10% preference discount on this solicitation. I understand that knowingly giving false or misleading information about this fact constitutes a crime.

☐ I declare under penalty of perjury that my business prior year revenue starting January 1 ending December 31 is more than $1M but less than $5M allowing me the 8% preference discount on this solicitation. I understand that knowingly giving false or misleading information about this fact constitutes a crime.

☐ I declare under penalty of perjury that my business prior year revenue starting January 1 ending December 31 is more than $5M allowing me the 7% preference discount on this solicitation. I understand that knowingly giving false or misleading information about this fact constitutes a crime.

I agree to submit a report or reports to the State Purchasing Division of the General Services Department declaring under penalty of perjury that during the last calendar year starting January 1 and ending on December 31, the following to be true and accurate:

In conjunction with this procurement and the requirements of this business application for a Resident Veteran Business Preference/Resident Veteran Contractor Preference under Sections 13-1-21 or 13-1-22 NMSA 1978, which awarded a contract which was on the basis of having such veterans preference, I agree to report to the State Purchasing Division of the General Services Department the awarded amount involved. I will indicate in the report the award amount as a purchase from a public body or as a public works contract from a public body as the case may be.

I understand that knowingly giving false or misleading information on this report constitutes a crime.

I declare under penalty of perjury that this statement is true to the best of my knowledge. I understand that giving false or misleading statements about material fact regarding this matter constitutes a crime.

_____ _____

(Signature of Business Representative)* (Date)

*Must be an authorized signatory of the Business.

The representation made by checking the above boxes constitutes a material representation by the business. If the statements are proven to be incorrect, this may result in denial of an award or un-award of the procurement.

SIGNED AND SEALED THIS_____DAY OF _____, 2012.

_____

NOTARY PUBLIC

My Commission Expires:

_____

City of Santa Fe Living Wage Ordinance

PURSUANT TO THE CITY OF SANTA FE LIVING WAGE ORDINANCE, SECTION 28-1 SFCC 1987 EFFECTIVE MARCH 1, 2015 ALL WORKERS WITHIN THE CITY OF SANTA FE SHALL BE PAID A LIVING WAGE OF

$10.84 PER HOUR

Santa Fe's Living Wage

- The Santa Fe Living Wage Ordinance establishes minimum hourly wages.
- The March 1, 2015 Living Wage increase corresponds to the increase in the Consumer Price Index (CPI).
- All employers required to have a business license or registration from the City of Santa Fe ("City") must pay at least the adjusted 2015 Living Wage to employees for all hours worked within the Santa Fe city limits.

Who is Required to Pay the Living Wage?

- The City to all full-time permanent workers employed by the City;
- Contractors for the City, that have a contract requiring the performance of a service but excluding purchases of goods;
- Businesses receiving assistance relating to economic development in the form of grants, subsidies, loan guarantees or industrial revenue bonds in excess of twenty-five thousand dollars ($25,000) for the duration of the City grant or subsidy;
- Businesses required to have a business license or registration from the City; and
- Nonprofit organizations, except for those whose primary source of funds is from Medicaid waivers.
- For workers who customarily receive more than one hundred dollars ($100) per month in tips or commissions, any tips or commissions received and retained by a worker shall be counted as wages and credited towards satisfaction of the Living Wage provided that, for tipped workers, all tips received by such workers are retained by the workers, except that the pooling of tips among workers shall be permitted.

More Information, including the Living Wage Ordinance, is available at
http://www.santafenm.gov
(Click on Hot Topics/Living Wage)

Ordenanza de Salario Mínimo Para la ciudad de Santa Fe

EFECTIVO DESDE EL DÍA PRIMERO DE MARZO DE 2015 PARA TODOS LOS TRABAJADORES QUE LABOREN DENTRO DE LOS LÍMITES DE LA CIUDAD DE SANTA FE EL SALARIO MÍNIMO ESTABLECIDO QUE DEBERÁ SER PAGADO ES DE

$10.84 POR HORA

Salario Mínimo para la ciudad de Santa Fe

- La ciudad de Santa Fe establece salario mínimo por hora.
- Desde el 01 de Marzo de 2015 el incremento de salario, corresponde con el aumento en el índice de precios al consumidor (IPC).
- Todos los empleadores requieren, por ley, tener una licencia o registro de la ciudad de Santa Fe, deben pagar al menos el salario ajustado de 2015 a los empleados de todas las horas trabajadas dentro de los límites de la ciudad de Santa Fe.

¿Quién está obligado a pagar el salario?

- La ciudad a todos los trabajadores a tiempo completo permanentes contratados por la ciudad;
- Contratistas para la ciudad, tiene un contrato que requiere la prestación de un servicio, pero excluyendo las compras de mercancías;
- Empresas reciben asistencia en relación con el desarrollo económico en forma de becas, subsidios, garantías de préstamos o bonos industriales de ingresos superiores a 25 mil dólares ($25,000) para la duración de la beca de ciudad o de subvención;
- Empresasrequieren contar con la licencia o el registro de la ciudad; y
- Organizaciones sin fines de lucro, con excepción de aquellos cuya principal fuente de fondos es de exenciones de Medicaid.
- Para los trabajadores que habitualmente reciben más de cien dólares ($100) por mes en consejos o comisiones, consejos o comisiones recibidas y retenida por un trabajador serán contados como salarios y acreditados hacia la satisfacción de los salario siempre que, para los trabajadores reciben propinas, todos los consejos recibidos por estos trabajadores son retenidos por los trabajadores, salvo que se permitirá la puesta en común de consejos entre los trabajadores.

Más información, incluyendo la ordenanza del salario, está disponible en
http://www.santafenm.gov
(haga clic en Hot Topics/Living Wage)

City of Santa Fe, New Mexico

BUDGET ADJUSTMENT REQUEST (BAR)

DEPARTMENT / DIVISION / SECTION / UNIT NAME	DATE
Public Utilities / Water/CIP	08/26/2015

ITEM DESCRIPTION	B.U. / LINE ITEM	SUBLEDGER (Finance Dpt. Use Only)	INCREASE	DECREASE
Water CIP Projects	52359.510320		136,016	
Water CIP Projects	52359.510300			136,016
		TOTAL	$ 136,016	$ 136,016

JUSTIFICATION: *(use additional page if needed)*

Move funds from the professional services line item to the engineering services line item.

Maya Martinez Prepared By	Date	CITY COUNCIL APPROVAL City Council Approval Required ☐ City Council Approval ☐ Date Agenda Item #: ☐	Budget Officer	9/9/15 Date
Division Director	Date		Finance Director	9-9-2015 Date
Department Director	Date		City Manager	Date