

City of Santa Fe, New Mexico

memo

DATE: August 18, 2014

TO: Finance Committee

FROM: Robert Rodarte, Officer 
Purchasing Division

VIA: Teresita Garcia, Assistant Finance Director 
Finance Department

SUBJECT: Procurement of Analytical Laboratory and Chemical Analysis Services City Wide:
Procurement Method: State Price Agreements: 40-667-14-22753 and 10-805-00-06786:
Vendor: Hall Environmental Analysis Laboratory (Albuquerque)

The Purchasing Division is requesting the procurement of laboratory services for all City Departments, from the aforementioned State Price Agreements and a contract between the City and Hall Environmental Analysis Laboratory. Hall Environmental Analysis Laboratory is the authorized vendor under these State Price Agreements. The two State Price Agreements will cover all the legal mandatory testing requirements needed in Divisions such as Water, Wastewater, SWAMA, BDDD and Solid Waste.

Vendor: Hall Environmental Analysis Laboratory (Albuquerque):

Procurement History: City Wide

Year ending:

6/30/2015: \$95,000.00 (projected)*

6/30/2014: \$81,025.91

6/30/2013: \$54,203.89

6/30/2012: \$71,912.81

*We are boosting up the projections for year ending 6/30/15, to allow for possible unforeseen conditions such as river and water reservoir environmental changes usually caused by weather conditions etc.

Funding for this procurement is available in the respected Business Units that require this type of service.

By City policy, the City can use State or Federal Price Agreements without having to bid the items on its own. By City policy, procurement from State or Federal Price Agreements over \$50,000, require City Council approval (City Purchasing Manual Section 11.1). Hall Environmental will exceed \$50k within a four year period.

ACTION REQUESTED:

It is requested that this procurement of **Analytical Laboratory and Chemical Analysis Services City Wide**, for the Various City Departments, Hall Environmental Analysis Laboratory (Albuquerque), from State Price Agreements **40-667-14-22753 and 10-805-00-06786 and contract**, in the projected amount of \$95,000.00, be approved and submitted to the City Council for consideration.



State of New Mexico
General Services Department

Price Agreement

Awarded Vendor
2 Vendors – See Page 6

Telephone No. _____

Price Agreement Number: 40-667-14-22753

Payment Terms: Net 30

F.O.B.: Destination

Delivery: As Requested

Ship To:
New Mexico Environment Department
1190 St. Francis Drive S2120
Santa Fe, NM 87507

Invoice:
Same as Ship To

For questions regarding this contract please contact:
Ben Naranjo (505) 476-3689

Procurement Specialist: Vanessa LeBlanc

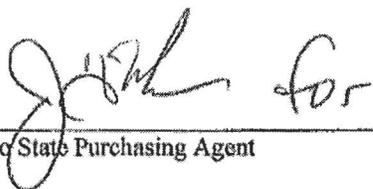
Telephone No.: (505) 490-1351

Title: **Chemical Analysis for Drinking Water from Public Water Systems**

Term: **May 22, 2014 thru May 21, 2015** ←

This Price Agreement is made subject to the "terms and conditions" shown on the reverse side of this page, and as indicated in this Price Agreement.

Accepted for the State of New Mexico


New Mexico State Purchasing Agent

Date: 5/21/14



State of New Mexico
General Services Department
Purchasing Division

Price Agreement Amendment

Awarded Vendors
6 Vendors

Price Agreement Number: 10-805-00-06786

Price Agreement Amendment No.: Three

Term: May 11, 2011 – May 10, 2015 ←

Ship To:
New Mexico Department of Transportation
Environmental Geology Bureau
(Various Locations)

Procurement Specialist: Travis Dutton 

Telephone No.: 505-827-0477

Invoice:
Same as "Ship To" address

For questions regarding this Price Agreement please contact:
James Ortega 505-827-5135

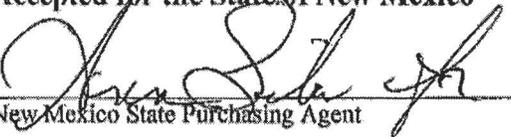
Title: Analytical Laboratory Services

This Price Agreement Amendment is to be attached to the respective Price Agreement and become a part thereof.

In accordance with Price Agreement provisions, and by mutual agreement of all parties, this Price Agreement is extended to (AA) Envirosearch Corporation, (AB) Green Analytical Laboratories, (AC) Hall Environmental Analysis Laboratory, (AD) Pace Analytical, (AE) TraceAnalysis, Inc., and (AF) Xenco Laboratories from May 11, 2014 to May 10, 2015 at the same price, terms and conditions.

Except as modified by this amendment, the provisions of the Price Agreement shall remain in full force and effect.

Accepted for the State of New Mexico


New Mexico State Purchasing Agent

Date: 5/9/14

State of New Mexico
General Services Department
Purchasing Division
Price Agreement #: 10-805-00-06786

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Awarded Vendors

(AA)

0000064612

Envirosearch Corporation
dba Cardinal Laboratories
101 East Marland
Hobbs, New Mexico 88240
(575) 393-2326

Payment Terms: Net 30 days
FOB: Destination
Delivery: Fed Ex

(AB)

0000044619

Green Analytical Laboratories
75 Suttle Street
Durango, Colorado 81303
(970) 247-4220

Payment Terms: Net 30
FOB: Destination
Delivery: Fed Ex

(AC)

0000050567

Hall Environmental Analysis Laboratory
4901 Hawkins NE
Albuquerque, New Mexico 87109
(505) 345-3975

Payment Terms: Net 30
FOB: Destination
Delivery: As Requested

(AD)

0000091901

Pace Analytical
9608 Loiret Blvd.
Lenexa, Kansas 66219
(303) 522-9706

Payment Terms: Net 30
FOB: Destination
Delivery: .pdf file and xcel EDD

(AE)

0000044396

TraceAnalysis, Inc.
6701 Aberdeen, Suite 9
Lubbock, Texas 79424-1501
(800) 378-1296

Payment Terms: 10% <15 days
FOB: Destination
Delivery: TraceAnalysis, 200 E. Sunset Rd.,
Suite E, El Paso, Texas 79922

(AF)

0000091363

Xenco Laboratories
4143 Greenbriar Drive
Stafford, Texas 77477
(281) 638-1319

Payment Terms: Net 30 days
FOB: Destination
Delivery: Please see footnote on Price Agreement

(AG)

0000050316

Young Environmental
dba Envirotech
5796 US Hwy. 64
Farmington, New Mexico 87401
(505) 632-0615

Payment Terms: Net 30
FOB: Destination
Delivery: N/A

State of New Mexico
General Services Department
Purchasing Division
Price Agreement #: 40-667-14-22753

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Awarded Vendors:

(AA) 0000109585

Eurofins Eaton Analytical, Inc.
750 Royal Oaks Drive, Suite 100
Monrovia, CA 91016
(626) 386-1100

(AB) 0000050567

Hall Environmental Analysis Lab
4901 Hawkins NE
Albuquerque, NM 87109
(505) 345-3975

ACTION SHEET
PUBLIC UTILITES COMMITTEE MEETING OF 8/6/14

ISSUE NO. 15

Request for approval of Professional Services Agreement with Hall Environmental Analysis Inc. for water testing for the Source of Supply Section for the total amount of \$10,000.00 exclusive of NMGRT. (Alex Puglisi and Victor Archuleta)

Public Utilities Committee – 8/6/14
 Finance Committee – 8/18/14
 City Council – 8/27/14

PUBLIC UTILITES COMMITTEE ACTION: Approved to forward to 8/18/14 Finance Committee.

SPECIAL CONDITIONS OR AMENDMENTS:

STAFF FOLLOW UP:

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

City of Santa Fe, New Mexico

memo

DATE: July 24, 2014

TO: Public Utilities Committee Members
Finance Committee Members

VIA: Nick Schiavo, Public Utilities and Water Division Director *NS*

FROM: Alex Puglisi, Interim Source of Supply Manager *Alex A. Puglisi*

ITEM

The Public Utilities Department's Water Division is requesting City Council approval of Professional Services Agreement with Hall Environmental Analysis Laboratory (HEAL). The City of Santa Fe Water Division is requesting this approval of this contract pursuant to an existing Price Agreement between the State of New Mexico, General Services Department and HEAL. (Price Agreement# 40-667-14-22753)

BACKGROUND AND SUMMARY

The City of Santa Fe Water Division recommends this Professional Services Agreement with Hall Environmental Analysis Laboratory in the amount of \$10,000 plus NMGRT for FY 14/15. HEAL is an approved State of New Mexico Certified Drinking Water Laboratory pursuant to the requirements of all New Mexico statutes and regulations governing public water supply systems. HEAL has further demonstrated that it possesses the experience and knowledge necessary to meet all New Mexico and U.S. Environmental Protection Agency requirements governing approved methods, quality assurance/quality control programs, and the New Mexico Environment Department's reporting and record-keeping requirements for drinking water analyses.. Finally, HEAL has entered into a fully executed Price Agreement for Chemical Analysis of Drinking Water from Public Water Systems with the State of New Mexico's General Services Department for FY 2014. It is one of only two certified laboratories covered under this price agreement and is the only such laboratory that is located within the State of New Mexico.

RECOMMENDED ACTION

The Water Division is recommending PUC approval of a Professional Service Agreement with Hall Environmental Analysis Laboratory in the amount of \$10,000.00 plus NMGRT. Funding is sufficient and appropriated in FY 2014/15 for the expenditure of \$10,000 plus NMGRT under BU/LI #52361. 510300.

The Division further requests that the PUC forward the Professional Services Agreement with a recommendation for approval to the Finance Committee for their consideration and approval on August 18, 2014, and to the Governing Body for their final consideration and approval on August 27, 2014.

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 Hall Environmental Analysis Incorporated (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 provide the following services for the City:

- A. Laboratory services for the analysis of samples for the detection of drinking water and other contaminants, disinfection by-products such as total tri-halomethanes and halo-acetic acids, and other contaminants of concern.
- B. Must be State of New Mexico certified laboratory.
- C. Utilize EPA approved analytical methods and detection limits in accordance with (40CFR 141.131 (b)).
- D. Provide sample vials with proper preservative and dechlorinating agents.
- E. Provide chain of custody forms.
- F. Provide all shipping costs.
- G. Provide written analytical results.

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 ten thousand dollars (\$10,000), plus 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, 2015, unless sooner pursuant to Article 6 below.

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

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.

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 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:
Water Division
Attn: Director
P.O. Box 909
Santa Fe, NM 87504

Contractor:
Hall Environmental Analysis Inc.
4901 Hawkins NE
Albuquerque, NM 87109

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

CITY OF SANTA FE:

CONTRACTOR:
Hall Environmental Analysis Inc.

JAVIER M. GONZALES, MAYOR

(Name & Title)

Date: _____

Date: _____

CRS #
City of Santa Fe Business
Registration # _____

ATTEST:

YOLANDA Y. VIGIL
CITY CLERK

APPROVED AS TO FORM:



KELLEY A. BRENNAN,
INTERIM CITY ATTORNEY

APPROVED:

MARCOS A. TAPIA, FINANCE DEPARTMENT

52361.510300
Business Unit Line Item



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 Hall Environmental

3 Complete information requested Plus GRT

Inclusive of GRT

Original Contract Amount: \$10,000.00

Termination Date: June 30, 2015

Approved by Council Date: _____

or by City Manager Date: Pending

Contract is for: Lab services

Amendment # _____ to the Original Contract# _____

Increase/(Decrease) Amount \$ _____

Extend Termination Date to: _____

Approved by Council Date: Pending

or by City Manager Date: _____

Amendment is for: Lab analysis

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

Inclusive of GRT

Amount \$ _____ of original Contract# _____ Termination Date: _____

Reason: _____

Amount \$ _____ amendment # _____ Termination Date: _____

Reason: _____

Amount \$ _____ amendment # _____ Termination Date: _____

Reason: Extend term

Amount \$ _____ amendment # _____ Termination Date: _____

Reason: _____

Total of Original Contract plus all amendments: \$ 10,000



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

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

RFP# _____ Date: _____

RFQ _____ Date: _____

Sole Source _____ Date: _____

Other SPA _____

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

7 Funding Source: _____ BU/Line Item: _____ 52361.5103

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.