

ACTION SHEET
CITY COUNCIL COMMITTEE MEETING OF 08/26/15
ITEM FROM FINANCE COMMITTEE MEETING OF 08/17/15

ISSUE:

11. Request for Approval of Exempt Procurement – Laboratory Services for Water Division; Albion Environmental. (Patricia Rosacker)

FINANCE COMMITTEE ACTION:

Approved as Consent item.

FUNDING SOURCE:

SPECIAL CONDITIONS OR AMENDMENTS

STAFF FOLLOW-UP:

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

4-13-15

**ACTION SHEET
PUBLIC UTILITIES COMMITTEE MEETING OF 8/5/15**

ISSUE NO. 12

Request for procurement approval of a Professional Services Agreement #15-0508 with Albion Environmental for laboratory services for the amount of \$45,000.00 exclusive of NMGRT. (Patricia Rosacker)

Public Utilities Committee – 8/5/15
Finance Committee – 8/17/15
City Council – 8/26/15

PUBLIC UTILITIES COMMITTEE ACTION: Approved to forward to 8/17/15 Finance Committee.

SPECIAL CONDITIONS OR AMENDMENTS:

STAFF FOLLOW UP:			
VOTE:	FOR	AGAINST	ABSTAIN
COUNCILOR RIVERA, CHAIR	X		
COUNCILOR MAESTAS	X		
COUNCILOR BUSHEE	X		
COUNCILOR DIMAS	Absent		
COUNCILOR IVES	X		

City of Santa Fe, New Mexico

memo

DATE: August 26, 2015

TO: City Council

VIA: Nick Schiavo, Public Utilities Department/Water Division Director *NSA*
Shannon Jones, Wastewater Management Director *st*

FROM: Patricia Rosacker, Wastewater Management Laboratory Manager *P.R.*

ITEM AND ISSUE:

Request for approval of Professional Service Agreement with Albion Environmental for laboratory services in the total amount not to exceed \$57,390 exclusive of NMGRT with a termination date of June 30, 2018 for fiscal years 2015 through 2018.

BACKGROUND AND SUMMARY:

The Wastewater Management Division currently utilizes the services of Albion Environmental for Clean Water Metal Analyses and Clean Water Sampling Support to meet the Minimum Quantification Levels of the 13 priority pollutant metals which are required to be sampled and analyzed on a quarterly basis by the Wastewater Treatment Facility's NPDES Permit. Albion Environmental is an approved Procurement Exemption as per City of Santa Fe's Purchasing Manual Section 18.1.4 as they are the only laboratory able to provide the above described services.

ACTION REQUESTED:

The WWM Division is requesting the approval of a PSA with Albion Environmental for laboratory services in the amount not to exceed \$57,390. Funding for the PSA is available in Compliance Contracts 52454.510250.

ATTACHMENTS:

1. Albion Environmental PSA
2. City of Santa Fe Procurement Checklist
3. Summary of Contracts, Agreements, & Amendments w/COI
4. Albion Environmental Approved Exemption 18.1.4 Letter

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 Albion Environmental (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. Analyses of 40CFR 122 Appendix D Table III Metals for two samples (Raw Influent and Final Effluent) on a quarterly basis plus Al, B, and Mo once per year along with the sampling kits necessary to conduct Clean Water Sampling (EPA Method 1669). Details of services are outlined below.
- Provision of properly prepared sample bottles for the analyses of the following 12 Metals from Table III to be analyzed by Clean Metals Procedures (EPA Method 200.8): Total Metals – Sb, As, Be, Cd, Cr, Cu, Pb, Ni, Se, Ag, Tl, and Zn plus Al, B, and Mo once per year.
 - Provision of properly prepared sample bottles for the analysis of Mercury to be analyzed by Clean Hg Procedures (EPA Method 1631E).
 - Provision of all other equipment necessary to perform Clean Water Sampling (EPA Method 1669). Laboratory must also have the ability to perform Clean Room Compositing of the 4 grabs/24hr/sample as required by Clean Water Sampling.
 - Provision of shipping cooler.
 - Quarterly analyses for two samples (Raw Influent and Final Effluent) of 40CFR 122 Appendix D Table III Metals plus Al, B, and Mo once per year by EPA Methods as indicated above with the following MQLs as a detection limit guidance:

METAL	ML (ug/l)	METAL	ML (ug/l)
Aluminum	2.5	Lead	0.5
Antimony	60	Mercury	0.005
Arsenic	0.5	Molybdenum	10
Beryllium	0.5	Nickel	0.5
Boron	100	Selenium	5
Cadmium	1	Silver	0.5
Chromium	10	Thallium	0.5
Copper	0.5	Zinc	20

- Report results with a QA/QC summary included in report.

2. STANDARD OF PERFORMANCE; LICENSES

A. The Contractor represents that it possesses the personnel 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 fifty-seven thousand three hundred ninety dollars (\$57,390.00), plus applicable gross receipts taxes. Payment shall be made for services actually rendered as listed in Exhibit "A" attached hereto and incorporated herein.

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, approval and acceptance 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 the Contractor, whichever occurs last, and shall terminate on June 30, 2018 unless sooner pursuant to Article 6 below.

6. TERMINATION

A. This Agreement may be terminated by the City and the Contractor upon 60 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) Compensation is based upon hourly rates and expenses, 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:
Attn: Patricia Rosacker
Wastewater Management Division
73 Paseo Real
Santa Fe, NM 87507

Contractor:
Attn: Dr. Paul Boothe
Albion Environmental
4505 Boyett St.
Bryan, TX 77801

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

CITY OF SANTA FE:

CONTRACTOR:
ALBION ENVIRONMENTAL

JAVIER M. GONZALES, MAYOR

PAUL BOOTHE, SENIOR SCIENTIST

DATE: _____

DATE: _____

CRS# 03-242921-00-5
City of Santa Fe Business
Registration # Pending

ATTEST:

YOLANDA Y. VIGIL
CITY CLERK

Santa Fe, NM Clean Metals & Mercury Monitoring Study
 Proposed Sampling Plan & Cost Estimate for CYs 2015-2018 Quarterly Sampling
 (Quote W0106-5807-001 REVISED)

Description	Source Water	Processing	QTR # 1	QTR # 2	QTR # 3	QTR # 4	Notes
Sampling Plan (Notes 1,2,3)							
Equipment Blanks							
Bottle Blank (125 ml LDPE, metals)	DIW	Total Rec.	1		1		
Bottle Blank (125 ml glass, Hg)	DIW	Total Rec.	1		1		
Field Samples							
WWTP							
Influent (Mercury)							
Manual pour field blank	DIW	Total Rec.	1	1	1	1	
Manual grab sample # 1 (0800)	Effluent	Total Rec.	1	1	1	1	
Manual grab FDUP # 1 (0800)	Effluent	Total Rec.		1			
Manual grab sample # 2 (1400)	Effluent	Total Rec.	1	1	1	1	
Manual grab FDUP # 2 (1400)	Effluent	Total Rec.		1			
Manual grab sample # 3 (2000)	Effluent	Total Rec.	1	1	1	1	
Manual grab FDUP # 3 (2000)	Effluent	Total Rec.		1			
Manual grab sample # 4 (0200)	Effluent	Total Rec.	1	1	1	1	
Manual grab FDUP # 4 (0200)	Effluent	Total Rec.		1			
Influent (Metals)							
Manual pour field blank	DIW	Total Rec.	1	1	1	1	
Manual grab sample # 1 (0800)	Effluent	Total Rec.	1	1	1	1	
Manual grab FDUP # 1 (0800)	Effluent	Total Rec.		1			
Manual grab sample # 2 (1400)	Effluent	Total Rec.	1	1	1	1	
Manual grab FDUP # 2 (1400)	Effluent	Total Rec.		1			
Manual grab sample # 3 (2000)	Effluent	Total Rec.	1	1	1	1	
Manual grab FDUP # 3 (2000)	Effluent	Total Rec.		1			
Manual grab sample # 4 (0200)	Effluent	Total Rec.	1	1	1	1	
Manual grab FDUP # 4 (0200)	Effluent	Total Rec.		1			
Effluent (Mercury)							
Manual pour field blank	DIW	Total Rec.	1	1	1	1	
Manual grab sample # 1 (0800)	Effluent	Total Rec.	1	1	1	1	
Manual grab FDUP # 1 (0800)	Effluent	Total Rec.		1			
Manual grab sample # 2 (1400)	Effluent	Total Rec.	1	1	1	1	
Manual grab FDUP # 2 (1400)	Effluent	Total Rec.		1			
Manual grab sample # 3 (2000)	Effluent	Total Rec.	1	1	1	1	
Manual grab FDUP # 3 (2000)	Effluent	Total Rec.		1			
Manual grab sample # 4 (0200)	Effluent	Total Rec.	1	1	1	1	
Manual grab FDUP # 4 (0200)	Effluent	Total Rec.		1			
Effluent (Metals)							
Manual pour field blank	DIW	Total Rec.	1	1	1	1	
Manual grab sample # 1 (0800)	Effluent	Total Rec.	1	1	1	1	
Manual grab FDUP # 1 (0800)	Effluent	Total Rec.		1			
Manual grab sample # 2 (1400)	Effluent	Total Rec.	1	1	1	1	
Manual grab FDUP # 2 (1400)	Effluent	Total Rec.		1			
Manual grab sample # 3 (2000)	Effluent	Total Rec.	1	1	1	1	
Manual grab FDUP # 3 (2000)	Effluent	Total Rec.		1			
Manual grab sample # 4 (0200)	Effluent	Total Rec.	1	1	1	1	
Manual grab FDUP # 4 (0200)	Effluent	Total Rec.	1	1			

Santa Fe, NM Clean Metals & Mercury Monitoring Study
Proposed Sampling Plan & Cost Estimate for CYs 2015-2018 Quarterly Sampling
(Quote W0106-5807-001 REVISED)

Description	Source		QTR # 1	QTR # 2	QTR # 3	QTR # 4	Notes
	Water	Processing					
Sampling and Analysis Costs							
Pre-cleaned sampling equipment & shipping ->			\$280	\$385	\$280	\$280	Note 4
All clean metals & Hg sample preparation ->			\$410	\$784	\$410	\$410	Note 5
All clean metals analyses ->			\$1,800	\$3,330	\$1,800	\$1,800	Notes 6,8
All clean Hg analyses ->			\$240	\$360	\$240	\$240	Notes 7,8
Total AE Costs per Quarterly Event CY2015 ->			\$2,730	\$4,859	\$2,730	\$2,730	
AE Costs CY2015 (4 quarterly events) ->			\$13,049				
AE Costs CY2016 (4 quarterly events) ->			\$13,440				Note 9
AE Costs CY2017 (4 quarterly events) ->			\$13,844				Notes 9, 11
AE Costs CY2018 (4 quarterly events) ->			\$14,259				Notes 9, 11
New Mexico Gross Receipts Tax (5.125%) CY2015 ->			\$669				Note 10
New Mexico Gross Receipts Tax (5.125%) CY2016 ->			\$689				Note 10
New Mexico Gross Receipts Tax (5.125%) CY2017 ->			\$709				Notes 10, 11
New Mexico Gross Receipts Tax (5.125%) CY2018 ->			\$731				Notes 10, 11
Total Project Costs CY2015 ->			\$13,718				
Total Project Costs CY2016 ->			\$14,129				
Total Project Costs CY2017 ->			\$14,553				Note 11
Total Project Costs CY2018 ->			\$14,990				Note 11
Notes:							
1. The proposed sampling plan identifies all field blanks (to comply with EPA clean metals and mercury guidance) and grab samples to be collected. Each set of four grab samples collected at each sampling point (raw influent and final effluent) will be gravimetrically composited to produce a single flow-proportioned sample for analysis. Field blanks will be analyzed individually to confirm the lack of contamination during sample collection.							
2. Field duplication and analysis of Al, B, Mo is listed as occurring during Q2 as in past years. However, this timing can be adjusted to meet the sponsor's needs.							
3. The costs are for a turnkey project where Albion Environmental (AE) provides all pre-cleaned sampling kits and equipment needed for the sponsor to perform clean metals and mercury (Hg) sampling fully compliant with EPA clean metals and Hg guidance to satisfy all new and existing EPA Region 6 MQL's.							
4. All pre-cleaned sampling equipment will be pre-blanked prior to being shipped to the field in full compliance with EPA method 1669 guidance.							
5. All sample preservation, digestion and compositing will be performed under clean room conditions and using pre-tested acids and reagents according to EPA guidance.							
6. Twelve (12) trace metals (Ag,As,Be,Cd,Cr(T),Cu,Ni,Pb,Sb,Se,Tl,Zn plus Al, B & Mo for Q2 only) will be analyzed according to EPA 200.8 modified for clean analysis including the use of pre-cleaned analytical lab ware and pre-tested reagents. EPA 200.8 modified for DRC-ICP-MS will be used as needed (at least for Cr and As) to control known isobaric interferences that can lead to overestimating the true trace metal concentration present in a sample in standard mode ICP-MS (i.e., without DRC interference control technology).							
7. All low-level Hg analyses will be performed in full compliance with EPA method 1631E using a tightly controlled, ultra-clean analytical system.							
8. All method required QC samples will be analyzed. In addition, optional, enhanced QC samples will be used including NIST aqueous reference materials and matrix spike duplicates (not required by EPA method 200.8) to insure the highest quality data low-level data are achieved in all samples submitted by the sponsor.							
9. A 3% escalator is used to estimate the CY2014 costs.							
10. Amount shown assumes no change in the 5.125% tax rate.							
11. Quote revised 1-26-2015 to increase timeframe from two to four years.							

CITY OF SANTA FE PROCUREMENT CHECKLIST

Contractor Name: Albion Environmental

Procurement Title: Laboratory Analytical Service

Solicitation RFP/RFB#: _____

Other Methods: State Price Agreement **Cooperative** **Sole Source** **Exempt** **Other**

Department Requesting/Staff Member Public Utilities/Wastewater/Patricia Rosacker

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 and proposals, all evaluation materials, score sheets, quotations and all other documentation related to or prepared in conjunction with evaluation, negotiation, and the award process. The procurement shall contain a written determination from the Requesting Department, signed by the procurement officer, setting forth the reasoning for the contract award decision before submitting to the Committees. .

SOLICITATION*

- | YES | N/A | |
|--------------------------|-------------------------------------|--|
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | Project Beginning History (council requests etc) |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | Budget Determination (FIR) attach |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | Solicitation document (RFP, IFB), |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | Screen print of legal solicitation published in newspapers, web sites, etc.: |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | Screen print of addendum(s) published on the IPB/RFP: |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | Pre-Bid/Pre-Offer Conference attendance sheet and other documents |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | If canceled, screen print of cancellation of solicitation notice |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | Other: _____ |

EVALUATION*

- | YES | N/A | |
|--------------------------|-------------------------------------|---|
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | Blank evaluation form |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | Evaluator's names and profiles |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | Evaluation procedures or evaluation instructions |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | Conflict/Confidentiality Forms signed by all Evaluators, Technical Advisors, Reviewers, and any person who assists in regard to the bid/proposal, evaluation and/or award |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | Bid or Offer opening sheet(s) (If RFP, then two offer opening sheets, one for technical and one for cost) |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | Screen print of Bidder/Offeror's detailed information |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | Responsiveness review sheet or other sheet documenting responsiveness for each Bidder/Offeror, attach requests for additional information to cure items |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | Non-Responsive/Non-Responsibility Form and correspondence or letters from Department to vendor regarding disqualifications |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | Oral presentations (sign-in sheets, presentation materials, etc.) |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | Documentation sent to Bidders/Offerors and responses received regarding clarifications, decisions, negotiations, and/or best and final offers, etc. |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | Reference Reviews/Reference Check Questionnaires |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | Individual evaluations included for each RFP. |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | Pricing evaluation |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | Final overall evaluation matrix or summary of evaluator scores |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | 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)
- Screen print of Contract Award Notice
- Screen print of Award Notice published on agency website
- Email or notification sent to all Bidders/Offerors that award was made
- Waiver or "No Action Taken" from Procurement Office
- Correspondence with Procurement Office regarding waiver
- 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 bidder(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
- Sole Source determination form approved by Procurement Officer**
- Exempt determination memo approved by Procurement Officer**
- 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 bid(s) or proposal(s) with no redactions.

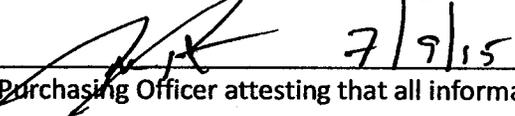
Documentation exempt - Proprietary, Confidential, Competitively Sensitive, or Trade Secret (i.e. e-mails, proposals, letters)

Patricia Rosacker, WWM Laboratory Manager

Department Rep Printed Name and Title



Department Rep Signature attesting that all information included



Purchasing Officer attesting that all information is reviewed



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 Albion Environmental

3 Complete information requested Plus GRT
 Inclusive of GRT

Original Contract Amount: \$57,390.00

Termination Date: June 30, 2018

Approved by Council Date: _____

or by City Manager Date: _____

Contract is for: Clean Water Sampling equipment and laboratory analyses as required by the Wastewater Management Division's NPDES permit.

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 \$ N/A of original Contract# _____ Termination Date: _____
Reason: _____

Amount \$ _____ amendment # _____ Termination Date: _____
Reason: _____

Amount \$ _____ amendment # _____ Termination Date: _____
Reason: _____

Amount \$ _____ amendment # _____ Termination Date: _____
Reason: _____

Total of Original Contract plus all amendments: \$ \$57,390.00



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 Exempt Procurement: Authorized Agent

6 Procurement History: First Year of Three Year Contract
example: (First year of 4 year contract)

7 Funding Source: 52454 (See Comments Below) **BU/Line Item:** 510250

8 Any out-of-the ordinary or unusual issues or concerns:
NO
(Memo may be attached to explain detail.)

9 Staff Contact who completed this form: Patricia Rosacker

Phone # 505-955-4621

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:

7 - A PO will be acquired each year in the amount as per Exhibit "A" of the contract.

City of Santa Fe, New Mexico
memo

DATE: January 13, 2015
TO: Robert Rodarte, Purchasing Officer *RR*
FROM: Patricia Rosacker, WWM Laboratory Manager *P.R.*
RE: Exemption: Albion Environmental

ITEM AND ISSUE:

The Wastewater Management Division currently has a PSA with Albion Environmental which expires January 31, 2015. Upon renewal of the PSA our Division is once again requesting Exemption approval for Albion as per Purchasing Manual Section 18.1.4 to provide services of Clean Water Metal Analyses as well as the Clean Water Sampling Kits for our facility.

BACKGROUND AND SUMMARY:

Our facility has been working with Albion Environmental since December 2009 and they are the only vendor able to provide a quote for services that fit our facility's needs for Clean Water Metal Analyses and Clean Water Sampling Support as our NPDES permit requires quarterly sampling/analysis of priority pollutant metals. Albion Environmental is directly involved with our EPA Region 6 in establishing Clean Water Metal Analyses and the EPA Method 1669 for Clean Water Sampling. In short, they are experts in this field of work. Dr. Paul N. Boothe of Albion Environmental has provided the attached memo describing and supporting their expertise in the services they provide.

DISCUSSION:

Since December 2009 as mentioned above, our laboratory has been conducting Clean Water Sampling to ensure samples are reliably obtained without contamination and submitting samples to Albion for Clean Water Metal Analyses. The importance of clean collection and clean analysis cannot be stressed enough as it gives our facility the ability to have data that is reliable and free of false-positive results. This data is submitted in our NPDES application and if not accurate may negatively impact the NPDES permit our facility is issued.

ACTION REQUESTED:

Our division is recommending your approval of this Exemption as it would enable our facility to continue utilizing the services provided by Albion. Your cooperation in the approval of this Exemption request would be greatly appreciated. If you have any questions or concerns, please feel free to contact me at ext. 4621 or e-mail parosacker@santafenm.gov.

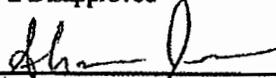
ATTACHMENTS:

Action Request for Approval/Disapproval Signature Form
Quote and Memo from Albion Environmental

ACTION REQUESTED: Approval of Albion Environmental as Exemption for Clean Water Analyses and Clean Water Sampling Kits.

Approved

Disapproved



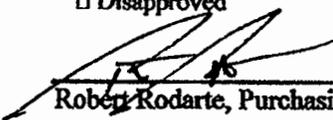
Shannon Jones, Wastewater Management Division Director

1/26/15

Date

Approved

Disapproved



Robert Rodarte, Purchasing Officer

1/26/15

Date



6 January 2015

MEMORANDUM

From: Dr. Paul N. Boothe, Technical Manager, Albion Environmental

To: Ms. Patricia Rosacker, WWM Laboratory Manager, City of Santa Fe, NM

Subj: ALBION ENVIRONMENTAL CLEAN METALS AND MERCURY SOLE SOURCE JUSTIFICATION

- Ref:**
- (a) City of Santa Fe NM Request for Quote entitled "40CFR 122 Appendix D Table III Metals Analyses/Sampling Kit for EPA Method 1669 – Clean Water Sampling" dated 11-14-2012
 - (b) Hosch, C.V. 2008. Region 6 minimum quantification level guidance. Letter dated 2-8-2008. U.S. EPA, Dallas, TX. 16 pp.
 - (c) US EPA. 1994. Method 200.8: Determination of trace elements in water and wastes by Inductively Coupled Plasma-Mass Spectrometry rev. 5.4. Environmental Monitoring Systems Laboratory, Cincinnati, OH. 57 pp.
 - (d) U.S. EPA. 1996. Method 1669: Sampling Ambient Water for Trace Metals at EPA Water Quality Criteria Levels. Office Of Water, Washington, DC. 37 pp.
 - (e) U.S. EPA. 2002. Method 1631, revision E: Mercury in Water by Oxidation, Purge and Trap, and Cold Vapor Atomic Fluorescence Spectrometry. EPA-821-R-02-019. Office of Water, Engineering and Analysis Division, Washington, DC. 36 pp.
 - (f) U.S. EPA. 1996. Method 1638: Determination of trace elements in ambient waters by inductively coupled plasma-mass spectrometry. EPA 821-R-95-031. Office of Water. Washington, DC. 47 pp

Encl: (1) AE quote W0106-5807-001 dated 1-6-2015

Albion Environmental (AE) is pleased to respond to the City of Santa Fe's (hereafter City) request for clean water sampling and analysis support. AE's proposal is based on the City's original RFQ (ref. a) since the requested services have not changed. Enclosure (1) is AE's annotated quote for clean metals and mercury (Hg) sampling during CY2015 and 2016. The City is required by EPA Region 6 to perform quarterly wastewater monitoring for metals and Hg using the new, lower minimum quantification levels (MQL, see ref. b). Many of the new MQL's (also known as reporting limits) are sub-parts per billion (ppb). Overall the new MQL's for priority pollutant metals represent an average 40 fold reduction from the previously mandated reporting limits (MQL). To produce accurate data at such low MQL's requires specialized clean sampling and analysis procedures. Unfortunately, the Region 6 guidance (ref. b) and the primary ICP-MS metals method (EPA 200.8 ref. c) are silent on the need to use specialized clean procedures to support the new, lower MQL's. Consequently, commercial laboratories are generally unaware and lack the experience to produce accurate data at the new MQL's required by Region 6 and as outlined in the City's RFQ. Although not mentioned in Region 6 guidance or

"Innovative Environmental Chemistry Solutions"

4505 Boyett Street / Bryan, Texas 77801

Tel: 979-268-2677 * Fax: 979-268-3029 * E-Mail: pboothe@albionenv.com

method 200.8, the EPA has specific guidance for the clean collection and clean analysis of water samples at the new, lower MQL's. EPA method 1669 (ref. d) describes the clean sample collection procedures, and the clean analysis procedures are described in method 1631e for Hg (ref. e) and in method 1638 for metals by ICP-MS (ref. f). The EPA clean guidance (section 1 refs. d,e,f) ,clearly states the need for specialized sampling and analysis procedures to produce accurate data at the new, lower MQL's:

"The ease of contaminating ambient water samples with the metal(s) of interest and interfering substances cannot be overemphasized. This method (1669) includes sampling techniques that should maximize the ability of the sampling team to collect samples reliably and eliminate sample contamination. This method (1631e, 1638) includes suggestions for improvements in facilities and analytical techniques that should maximize the ability of the laboratory to make reliable trace metals determinations and minimize contamination."

AE is the only commercial laboratory in EPA Region 6 with decades of experience in the clean metals and Hg sampling needed for the City's project. AE worked with the EPA Office of Water Engineering Analysis Division in developing and implementing the clean methods needed to support sample collection and analysis at such low water quality criteria levels and MQL's. AE or Dr. Boothe are listed by name as significant contributors to both method 1631e and also EPA method 1638 (i.e. which is the clean sampling version of EPA 200.8) which will be used for the City's wastewater monitoring. Over the years AE has collaborated with the EPA in many clean sampling and analysis data collection efforts including the recently concluded steam electric rulemaking data collection study. For these studies AE has provided the clean sampling equipment used by the EPA as well as split sample analyses used for data quality assessments. AE is uniquely qualified to support the low-level monitoring work described in the City's RFQ on a sole source basis.

AE appreciates the opportunity to propose our specialized clean metals and Hg services for the City's important monitoring work. If you have any questions about our quote or capabilities or need additional information, please feel free to contact me at any time.

Regards,



Paul N. Boothe

"Innovative Environmental Chemistry Solutions"

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