CITY OF SANTA FE
ENVIRONMENTAL SERVICES DIVISION

"REQUEST FOR PROPOSALS"

MONITORING AND OTHER RELATED ENVIRONMENTAL AND ENGINEERING SERVICES

RFP #'14/42/P

PROPOSAL DUE:

June 5, 2014
2:00 P.M.
PURCHASING OFFICE
CITY OF SANTA FE
2651 SIRINGO ROAD
BUILDING "H" SANTA FE,
NEW MEXICO 87505

TABLE OF CONTENTS

Advertisement for Proposals……..1

Proposal Schedule……..2

Information to Proponents……..3

Special Conditions……...8

Scope of Services Required……..10

Submittal Requirements…….13

Final Evaluation for Written Proposals and Interviews……..14

References……15

Attachments:

1. Instructions Relating to Local Preference Certification Form
2. Local Preference Certification Form
3. Resident Veterans Preference Form
4. Sample Contract
5. Minimum Wage Ordinance

REQUEST FOR PROPOSALS

PROPOSAL NUMBER '14/42/P

Proposals will be received by the City of Santa Fe and shall be delivered to the City of Santa Fe Purchasing Office, 2651 Siringo Road Building "H" Santa Fe, New Mexico 87505 **until 2:00 P.M. local prevailing time, June 5, 2014.** Any proposal received after this deadline will not be considered. This proposal is for the purpose of procuring professional services for the following:

Monitoring and other related Environmental and Engineering Services

The proponent'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 proposal throughout, and they will be deemed to be included in the proposal 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 proponent will be required to conform to the Equal Opportunity Employment regulations.

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

Robert Rodarte, Purchasing Officer

Received by the Santa Fe New Mexican Newspaper on: 04/30/14
To be published on: 05/05/14

Received by the Albuquerque Journal Newspaper on: 04/30/14
To be published on: 05/05/14

PROPOSAL SCHEDULE

RFP # '14/42/P

1.	Advertisement	May 5, 2014
2.	Issuance of RFP'S:	May 5, 2014
3.	Receipt of proposals:	June 5, 2014 at 2:00 p.m. local prevailing time. Purchasing Office 2651 Siringo Road Bldg., "H" Santa Fe, New Mexico 87505 (505) 955-5711
4.	Evaluation of proposals:	June 11, 2014
5.	Interviews:	June 16, 2014
6.	Recommendation of award to Finance Committee:	June 30, 2014
7.	Recommendation of award to City Council:	July 9, 2014

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

INFORMATION FOR PROPONENTS

1. RECEIPT OF PROPOSALS

The City of Santa Fe (herein called "City"), invites firms to submit one original and four copies of the proposal. Proposals will be received by the Purchasing Office, until 2:00 p.m. local prevailing time, June 5, 2014.

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: ‘14/42/P
Title of the proposal: Monitoring and other Related Environmental and Engineering Services
Name and address of the proponent:

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 interpretation should be in writing addressed to, Purchasing Officer, 2651 Siringo Road Bldg. “H” Santa Fe, New Mexico, 87505 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.

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, LOCAL OR VETERANS 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,

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.

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 5% 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:

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 preference for proposals shall be 1.10 for local.

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 attached hereto as Appendix E.

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 preference.

<u>Proposals for Goods and Services.</u> 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. I f no proposal 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 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 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.

8. PROTESTS AND RESOLUTIONS PROCEDURES

Any proponent, offeror, or contractor who is aggrieved in connection with a 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.

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

(A) The vendor's invoice shall be submitted in duplicate and shall contain the following information: invoice number and date, description of the supplies or services, quantities, unit prices and extended totals. Separate invoices shall be submitted for each and every complete order.

(B) Invoice must be submitted to ACCOUNTS PAYABLE and NOT THE CITY PURCHASING AGENT.

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 vendor 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.

SCOPE OF SERVICES
'14/42/P

Introduction
The City of Santa Fe Environmental Services Division is seeking Bids from qualified firms to provide Ground water monitoring and other environmental and engineering services for its closed landfills Paseo De Vista and Frank Ortiz.

Contractor Services
The Contractor will provide the following services to the City of Santa Fe.

Groundwater at the City's closed landfills is being sampled twice per year. The contractor will be required to sample according to requirements of the New Mexico Solid Waste Rules or mandates placed by regulator.

1. General requirements:
   a. Ground water sampling will be completed according to EPA Methods for applicable testing parameters.
   b. A trip blank will be tested for each sampling event.
   c. All ground water monitoring wells with monitoring plan requirements for sample collection and analysis are equipped with operable pumps. These wells include MW-2, MW-6, MW-7 and MW-8.
   d. Contractor will be responsible for analytical laboratory testing of samples according to regulations (Currently the testing parameters have been reduced to 20 NMAC 9.1.804.A&B), with a full A&C test required every five years, last A&C test was completed on 1/31/11.

2. Paseo de Vista Landfill
   a. Two ground water sampling events per year on groundwater monitoring well network wells, including MW-2, MW-6, MW-7, MW-8, MW 3 and Ortiz Park Well provide water depth only..

   b. Ground water sampling up to twice yearly on MW-2 6,7 & 8 according to regulations and one sampling event every five years for Table 1 parameters called subsections A and C.

   c. Contractor must provide power source capable of powering ½ and ¾ HP motor control boxes. City will provide all control boxes.

.

3. The contractor will provide for each sampling event a water level reading on each of the wells sampled.

4. Compile data and generate a groundwater monitoring report including executive summary to include a minimum

a. Introduction
b. Geohydrologic conditions
c. Current investigation
d. Water level, gradient and trend
e. Groundwater flow velocity estimates
f. Groundwater sampling and analysis
g. Summary of groundwater quality data
h. Assessment monitoring levels
i. Conclusion and references.

A. Summary of groundwater quality data shall include the following.

1. Organic constituents
2. Metal constituents
3. Other inorganic constituents
4. Proposed background and assessment monitoring level concentrations

5. Consultant shall include the following information for each well in the monitoring well network::
   a. Tables that include:
      i. Cumulative water level data
      ii. Organic water quality data
      iii. Inorganic water quality data
   b. Calculated groundwater flow velocity
   c. Figures including:
      i. Map of the vicinity of the Landfill
      ii. Water table map
      iii. Groundwater quality summary map
      iv. Nitrate concentrations and histories.
   d. Appendices including:
      i. Water level hydrographs on all monitoring wells
      ii. Laboratory reports for water quality analyses
      iii. Groundwater sampling field notes and chain of custody documents

6. Provide required notification to New Mexico Environment Department Solid Waste Bureau of site specific assessments level exceedance. (Exceedance levels have been established based on cumulative data from prior monitoring events and assessments).

7. The contractor must provide editable electronic version of draft reports level notification and monitoring report three weeks prior to deadline of submittal. The Environmental Services Division will review and propose changes as needed. The contractor must be available via telephone for response to questions or clarification of report, exceedance notification or data.

8. Contractor must provide four hard copies and electronic version of each groundwater monitoring report, distribution as follows:

    a. TBA , City of Santa Fe Environmental Services Director
    b. Lawrence Garcia, Environmental Services Division
    c. Alex Puglisi, City of Santa Fe Public Utilities Department
    d. New Mexico Environment Department Solid Waste Bureau

9. Provide pricing based on per reporting event which includes drawing samples from wells; preparing samples for laboratory; analytical laboratory testing; review of reports and data; preparation of reports or notifications; time for clarification of report and changes; print reports and submit within regulatory deadlines.

10. Provide hourly rate for other related environmental, engineering services, or technical support as requested. Examples of potential tasks include but are not limited to:

    a. Vadose zone testing planning and sampling, and reporting
    b. Sampling methodologies, including low flow sampling.
    c. Well design recommendations
    d. Request to regulators to reduce sampling events and parameters
    e. Support for meetings with regulators
    f. Recommendations on sampling well maintenance and repairs.
    g. Meetings with other contractors and staff on wells, sampling, regulations, etc.
    h. Provide answers and recommendations to regulatory, ground water, sampling and other environmental questions and issues.
    i. Financial assurance consultation and submittals.
    j. Additional sampling as requested by City.

SUBMITTAL REQUIREMENTS
'14/42/P

1. Proposals must include a State of New Mexico CRS number.

2. Proposals must include a City of Santa Fe business registration number.

3. If you are requesting a local preference you must include the names and addresses of those employees that qualify you.

4. Describe approach to completing the scope of work defined above.

5. Summarize technical expertise of team members that will work on the project

6. Describe similar past experience including work completed and timeliness and quality of methods and deliverables.

7. References

8. Proposals must include pricing according to the schedule below.

    a. Provide pricing based on per reporting event which includes drawing samples from wells; preparing samples for laboratory; analytical laboratory testing; review of reports and data; preparation of reports or notifications; time for clarification of report and changes; print reports and submit within regulatory deadlines. Cost should include cost of materials (copies, blueprints, etc.).

    b. Provide hourly rate for other related environmental, engineering services, or technical support as requested. Include a billable hourly rate for various resources (Principle, Hydrologist, Engineer, etc.) that may be utilized.

EVALUATION CRITERIA
&
WEIGHTED VALUES

EVALUATION COMMITTEE MEMBERS

EVALUATION COMMITTEE MEMBERS

Robert Rodarte, Purchasing Director
Lawrence Garcia, Environmental Services Division Director
Alex Puglisi, Environmental Compliance, Public Utilities Dept.
Bill Schneider, Water Resource Coordinator

At its discretion, the City reserves the right to alter the membership and size of the committee. Scores of the evaluation committee members will be totaled to determine the top rated firms. If interviews are conducted for the top three rated firms, those scores totaled from the evaluation committee members from the interview evaluations will determine the final top rated firm, unless other tangible extenuating circumstances are documented. Unless noted elsewhere in this RFP, the same evaluation form will be used to separate the interview scores.

Evaluation Points 1-Lowest, 5 –Highest

Criteria	Total Possible Score	Score
Proposal clarity and project approach	20	
Technical expertise	25	
Similar past project experience including timeliness and quality of methods and deliverables	20	
References	10	
Cost	25	
Total Score	100	

At its discretion, the City reserves the right to alter the membership and size of the committee.

Scores of the evaluation committee members will be totaled to determine the top rated firms.

If interviews are conducted for the top three rated firms, those scores totaled from the evaluation committee members from the interview evaluations will determine the final top rated firm, unless other tangible extenuating circumstances are documented.

Unless noted elsewhere in this RFP, the same evaluation form will be used to separate the interview scores.

REFERENCES

Bidder shall provide three references. The city reserves the option to contact further references at the city's discretion, the results of which may be reflected in the above evaluation.

_____

Reference Company Name

_____

Contact Name and Phone Number

_____

Project

_____

Reference Company Name

_____

Contact Name and Phone Number

_____

Project

_____

Reference Company Name

_____

Contact Name and Phone Number

_____

Project

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:

_____

REQUEST FOR PROPOSALS ONLY

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 _____ (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 as follows:

A. Currently the City's closed landfills are being sampled twice per year. The Contractor shall be required to sample according to requirements of the New Mexico Solid Waste Rules or mandates placed by regulator.

(1) General requirements:

(a) Ground water sampling will be completed according to EPA. Methods for applicable testing parameters.

(b) A trip blank will be tested for each sampling event.

(c) All ground water monitoring wells with monitoring plan requirements for sample collection and analysis are equipped with operable pumps. These wells include MW-2, MW-6, 114W-7 and MW-8.

(d) Contractor will be responsible for analytical laboratory testing of samples according to regulations (Currently the testing parameters have been reduced to 20 NMAC 9.1.804.A&B), with a full A&C test required every five (5) years, last A&C test was completed on 1/31/11.

(2) Paseo de Vista Landfill:

(a) Two ground water sampling events per year on groundwater monitoring well network wells, including MW-2, MW-6, MW-7, MW-8, MW 3 and Ortiz Park Well provide water depth only.

(b) Ground water sampling up to twice yearly on IVIW-2 6, 7 & 8 according to regulations.

(c) Contractor must provide power source capable of powering ½ and ¾ HP motor control boxes. City will provide all control boxes.

B. The Contractor shall provide with each sampling event a water level reading on each of the wells sampled.

C. Compile data and generate a groundwater monitoring report including executive summary to include a minimum:

(1) Introduction
(2) Geohydrology conditions
(3) Current investigation
(4) Water level, gradient and trend
(5) Groundwater flow velocity estimates
(6) Groundwater sampling and analysis
(7) Summary of groundwater quality data:
  (a) Organic constituents
  (b) Metal constituents
  (c) Other inorganic constituents
  (d) Proposed background and assessment monitoring level concentrations
(8) Assessment monitoring levels
(9) Conclusion and references.

D. Consultant shall include the following information for each well sampled: Tables that include:

(1) Cumulative water level
(2) Organic water quality
  (a) Inorganic water quality
  (b) Groundwater flow velocity
(3) Figures including:
  (a) Map of the vicinity of the Landfill
  (b) Water table map
  (c) Groundwater quality summary
  (d) Nitrate concentrations and histories.
(4) Appendices including:
  (a) Water level hydrographs on all monitoring wells
  (b) Laboratory reports for water quality analyses
  (c) Groundwater sampling field notes and chain of custody documents.

E. Provide required notification to New Mexico Environment Department Solid Waste Bureau of site specific assessments level exceedance. (Exceedance levels have 'been established based on cumulative data from prior monitoring events and assessments).

F. The Contractor must provide editable electronic version of draft report level notification and monitoring report three weeks prior to deadline of submittal. The Environmental Services Division shall review and propose changes as needed. The Contractor must be available via telephone for response to question or clarification of report, exceedance notification or data.

G. Contractor must provide four hard copies and electronic version of each groundwater monitoring report.

H. Provide pricing based on per reporting event which includes drawing samples from wells; preparing samples for laboratory; analytical laboratory testing; review of reports and data; preparation of reports or. notifications; time for clarification of report and changes; print reports and submit within regulatory deadlines.

I. Provide hourly rate for other related environmental, engineering services, or technical support as requested. Examples of potential tasks include but are not limited to:

(a) Vadose zone testing planning and sampling, and reporting
(b) Sampling methodologies, including low flow sampling.
(c) Well design recommendations
(d) Request to regulators to reduce sampling events and parameters
(e) Support for meetings with regulators
(f) Recommendations on sampling well maintenance and repairs.
(g) Meetings with other contractors and staff on wells, sampling, regulations, etc.
(h) Provide answers and recommendations to regulatory, ground water, sampling and other environmental questions and issues.
(i) Financial assurance consultation and submittals.
(j) Additional sampling as requested by City.

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 _____ dollars ($), plus/inclusive of applicable gross receipts taxes. Payment shall be made for services actually rendered at the rate of _____ dollars ($) per hour.

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 the Contractor, whichever occurs last, and terminated on June 30, 2015, pursuant to Article 7 below

6. OPTION TO RENEW

Contractor is granted, upon a satisfactory performance, an option to renew this Agreement for three (3) additional one (1) year agreements. Contractor and the City shall renegotiate the terms and conditions upon renewal. The option shall be exercised by the parties prior to the expiration date of this Agreement.

7. TERMINATION

A. This Agreement may be terminated by the City upon 30 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 of papers prepared under this Agreement.

(2) Compensation is based upon flat rate and hourly rates and expenses, therefore the Contractor shall be paid for services rendered and expenses incurred through the date Contactor receives notice of such termination.

8. STATUS OF CONTRACTOR; RESPONSIBILITY FOR PAYMENT OF EMPLOYEES AND SUBCONTRACTOR

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 the ordinance throughout the term of this contract.

9. 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.

10. 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.

11. 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.

12. RELEASE

The Contractor, upon acceptance of final payment of the amount due under this Agreement, releases the City, its officers and employees, Evan 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.

13. 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 will be notified within 10 days 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 as a condition prior to performing services under this Agreement.

14. 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.

15. 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.

16. 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.

17. 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.

18. APPLICABLE LAW; CHOICE LAW; VENUE

Contractor shall abide by all applicable federal and state laws and regulations, an 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.

19. AMENDMENT

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

20. 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.

21. 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.

22. 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.

23. 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:
Lawrence Garcia
Environmental Services Division
Director P.O. Box 909
Santa Fe, NM 87504

Contractor:

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

CITY OF SANTA FE:

CONTRACTOR:

_____
BRIAN K. SNYDER, CITY MANAGER

_____
NAME & TITLE

DATE:_____

DATE:_____

NM Taxation & Revenue
CRS#_____
City of Santa Fe Business Registration
#_____

ATTEST:

_____
YOLANDA Y. VIGIL, CITY CLERK

APPROVED AS TO FORM:

Judith Amer for
_____
KELLEY A. BRENNAN, CITY ATTORNEY 4/17/14

APPROVED:

_____
MARCOS A. TAPIA, FINANCE DIRECTOR

Business Unit/Line Item:
52251.510310