

BUCKMAN DIRECT DIVERSION

"REQUEST FOR PROPOSALS"

**ENVIRONMENTAL CONSULTING SERVICES
FOR
BUCKMAN DIRECT DIVERSION
RIO GRANDE WATER QUALITY ASSESSMENT**

RFP #'15/07/P

PROPOSAL DUE:

September 8, 2014

2:00 P.M.

**PURCHASING OFFICE
CITY OF SANTA FE
2651 SIRINGO ROAD
BUILDING "H" SANTA FE,
NEW MEXICO 87505**

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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 '15/07/P**

Proposals will be received by the City of Santa Fe as the BDDB Project Manager 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, September 8, 2014**. Any proposal received after this deadline will not be considered. This proposal is for the purpose of procuring professional services for the following:

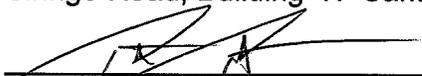
Environmental Consulting Services
For
Buckman Direct Diversion Rio Grande Water Quality Assessment

The Buckman Direct Diversion Board (BDDB) requires services consisting of all equipment, material, labor and all other elements necessary for the evaluation and assessment of water quality data collected pursuant to the 2010 Memorandum of Understanding between the BDDB and the United States Department of Energy (DOE). This assessment will accomplish the task of evaluating the Water Quality Monitoring of the MOU by assessing the data collected including; all technical information, event parameters, and analytical data for the last four years and will be compiled into a comprehensive final report.

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: 08/13/14
To be published on: 08/18/14

Received by the Albuquerque Journal Newspaper on: 08/13/14
To be published on: 08/18/14

PROPOSAL SCHEDULE

RFP # '15/07/P

- | | | |
|----|---|--|
| 1. | Advertisement | August 18, 2014 |
| 2. | Issuance of RFP'S: | August 18, 2014 |
| 3. | Receipt of proposals: | September 8, 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: | September 11, 2014 |
| 5. | Interviews: | September 16, 2014 |
| 6. | Negotiation of Contract | September 22, 2014 |
| 7. | Recommendation of award
to Buckman Direct Diversion Board: | October 2, 2014 |

DATES OF CONSIDERATION BY BUCKMAN DIRECT DIVERSION BOARD ARE TENTATIVE AND SUBJECT TO CHANGE WITHOUT NOTICE.

INFORMATION FOR PROPONENTS

1. RECEIPT OF PROPOSALS

The Buckman Direct Diversion Board (herein called "BDDDB"), invites firms to submit five (5) copies of the proposal. Proposals will be received by the Purchasing Office, until 2:00 p.m. local prevailing time, September 8, 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: '15/07/P

Title of the proposal: **BDD Rio Grande Water Quality Assessment**

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 Buckman Direct Diversion Board determines it is in the best interest of the BDDDB.

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 BDDB reserves the right not to 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 BDDB.

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 Buckman Direct Diversion Board. The selection committee may interview the top three rated proponents; however, contracts may be awarded without such interviews. At its discretion, the BDDB reserves the right to alter the membership or size of the selection committee. The BDDB 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.

1. 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.

Proposals for Goods and Services. When proposals for the purchase of goods or services pursuant to Section 23 are received, the evaluation score of the proposal receiving the highest score of all proposals from those proponents in the first category listed above shall be multiplied by the Preference Factor. If the resulting score of that proposal receiving the preference is higher than or equal to the highest score of all proposals received, the contract shall be recommended to that proponent receiving the preference. If no 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 BDDB at their discretion can approve waiving the Local Preference requirements for specific projects or on a case by case basis if it is the BDDB'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 of the contract award. 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 (where applicable).

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 BDDB 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 BDDB shall be the final determination of satisfactory receipt of goods or services.

5. TAXES

The price shall include all taxes applicable. The BDDB 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 BDDB reserves the right to cancel all or any part of this order without cost to the BDDB 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 BDDB 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 BDDB 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 **'15/07/P**

1. BACKGROUND, PROJECT PURPOSE & GENERAL SCOPE

Professional services are required consisting of all equipment, materials, labor, quality control, overhead, management, and all other elements necessary for the evaluation and assessment of water quality data collected pursuant to the 2010 Memorandum of Understanding between the BDDDB and the United States Department of Energy (DOE). This assessment will accomplish the task of evaluating the Water Quality Monitoring of the MOU by assessing the data collected including; all technical information, event parameters, and analytical data for the last four years and will be compiled into a comprehensive final report. The services also consist of providing meetings, literature review, preliminary and final assessment report. The services include a provision to create portions of the Scope of Work (SOW) under the lead of the Buckman Direct Diversion Facility Manager. The Contractor will, as part of the assessment, identify potential gaps in the data or quality of data, or the design of the monitoring system, and make recommendations on improvements for the program.

The Buckman Direct Division Board (BDDDB) is a Joint Powers Agency, comprised of the City of Santa Fe and Santa Fe County which operates and maintains the Buckman Direct Diversion Project (BDD Project). The BDD Project diverts imported water contracted to the City and County through the San Juan - Chama Project and native water rights from the Rio Grande. The BDD Project is a major addition to the region's water supply portfolio with purposes that include improved groundwater sustainability and drought protection. The BDD Project includes a raw water diversion and pump station, grit removal, raw water conveyance, a 15 mgd water treatment plant, 4 million gallons of treated water storage and two treated water pump stations and transmission lines that supply the City and County distribution systems. The BDD Project began operations in Spring 2011. It also provides up to 3.25 mgd of raw water to Las Campanas, a residential community.

2. SCOPE OF WORK

The Consultant shall submit a Draft Work Plan as a part of the proposal expanding on the work tasks listed below, describing its approach to the project, along with a schedule, to indicate how the work will be accomplished. This Work Plan should be prepared such that it can be incorporated, with only minor modifications, as Exhibit 'A,' Further Description of Basic Services (a.k.a Contract Scope of Work), in any eventual professional services agreement. The Consultant will be expected to conduct monthly review meetings with the BDD Facility Manager to go over progress of plans and each task listed below. All deliverables shall be made in the form of hard copy (5 copies unless noted otherwise) and working electronic files.

When developing the BDD Rio Grande Water Quality Assessment, the following Sub Tasks will be addressed and completed by the Proposer.

Table 1 Scope- Capital Asset Management Plan

Task	Number of Sub-Task	Sub-Task Description
1) Work Plan	1A 1B 1C	<ul style="list-style-type: none"> ▪ Draft Work Plan ▪ Final Work Plan ▪ Kick Off Meeting & SOW
2) Technical and Analytical Data	2A 2B 2C 2D	<ul style="list-style-type: none"> ▪ Compiling data and references ▪ Data summary and presentation (narrative, tables, graphs, statistics) ▪ Analyses and assessments (interpretations, trends, comparisons with regional or national data) ▪ Gap analysis and recommendations
3) Development of Report	3A 3B 3C	<ul style="list-style-type: none"> ▪ First 50% Preliminary Draft Report ▪ Second 90% Pre-Final Draft Report ▪ Third 100% Final Report

Sub Task 1A Draft Work Plan: as described above.

Sub Task 1B Final Work Plan:

The Consultant will lead a design team comprised of the Consultant and its subcontractors and the Buckman Direct Diversion Facility Manager. The Consultant shall prepare a detailed Final Work Plan to be utilized throughout project execution. The Work Plan will be developed based on the Contract Scope of Work. The Final Work Plan shall be prepared in collaboration with Buckman Direct Diversion Staff and will include the following components:

- a. Project description, summary of work and deliverables, project schedule;
- b. Anticipated BDDDB workload and schedule for interfacing with Consultant;
- c. Project team, organization, and responsibilities;
- d. Communication protocols, documentation, meetings and workshops;
- e. Approach to review of existing data, reports and other relevant information;

- f. Approach to establishment of detailed assessment with measurement matrix and methodology;
- g. Quality control and assessment process and activities; and
- h. Detailed description of and reasons for any differences in the Final Work Plan and the Contract Scope of Work.

The Consultant's application for these planning purposes shall comply with established industry and nationally recognized scientific analyses and practices environmental practices for water quality analysis, including Environmental Protection Agency and New Mexico Environmental Department guidelines. The Consultant shall identify all such pertinent practices and guidelines in the draft Work Plan, and document the references used in its assessments.

The Final Work Plan will be prepared in draft form for Buckman Direct Diversion staff review and all comments will either be incorporated into the Final Work Plan or addressed otherwise. The draft Final Work Plan will be presented to the Buckman Direct Diversion staff during the kickoff meeting described below.

Sub Task 1C Kick-Off Meeting:

The Proposer shall contact the BDD Project Manager (PM) within five (5) working days of the effective date of the agreement to schedule a kick-off meeting. The meeting will be held at the Buckman Direct Diversion Water Plant located at 341 Caja Del Rio Road Santa Fe, New Mexico. The meeting shall be held within ten (10) working days of the effective date of the agreement. The time and meeting specifics shall be coordinated with the BDD's Facility Manager. Minutes of the meeting shall be submitted to the BDD's Facility Manager for approval within three (3) working days of the meeting. The BDD will review and provide comments on the meeting minutes within three (3) working days of submission.

The Consultant shall prepare for and lead a project kickoff meeting. The meeting shall be held at the Buckman Direct Diversion offices and include the key Consultant staff, any sub Consultants and appropriate Buckman Direct Diversion staff and key stakeholders. The kickoff meeting shall introduce the project team, confirm the project objectives and discuss key issues and concerns. At the meeting, the Consultant will also present the scope of work, key deliverables, budget, schedule and communications plan and other project plans as described in the draft Final Work Plan. The Consultant will provide the suggested meeting agenda and draft Final Work Plan to the Buckman Direct Diversion staff at least one (1) week prior to the Kickoff Meeting.

From time to time, other BDDB representatives and other BDDB-contracted Consultants may be involved in project meetings with the Consultant. Weekly progress meetings or telephone conference calls are anticipated to provide proper coordination, review of progress and to finalize project decisions. Monthly progress reports shall be submitted to the BDDB, at least one (1) week prior to every monthly

progress meeting. Progress meeting shall be held at the Buckman Direct Diversion water plant.

Deliverables:

1. Kickoff Meeting Agenda (via email);
2. Draft Final Work Plan and Kickoff Meeting Materials (5 copies);
3. Kickoff Meeting Minutes (via email);
4. Final Work Plan (5 copies);
5. Bi-Weekly Progress Meeting Minutes (via email); and
6. Monthly Progress Reports (5 copies).

Sub Task 2A Compiling Data and References:

The Consultant shall collect all available raw data (technical and analytical) and compile it in proper format. As part of this task, the Consultant shall describe the sampling and analysis plan(s) for the project, and document the historic design and sampling strategies. All technical information for each sampling event shall be summarized to include weather data, trigger times and gauges, discharges (at BDD, Otowi, LANL stations), length of events, and other pertinent information describing the event.

Sub Task 2B Data Summary and Presentation:

This sub task shall focus on the collected water quality analytical data. The Consultant shall summarize the data using narrative descriptions, tables, graphs and statistics. In addition, the Consultant shall summarize data from other sources that may be pertinent to the next step, the analysis and assessment, such as LANL gauge stations data and Rio Grande data, historic and current. The Proposer shall prepare and submit the data summary and presentation for review to the BDD's Facility Manager upon completion of the task. The BDD's Facility Manager will review and provide comments within five (5) working days of submission.

Sub Task 2C Analyses and Assessments:

The Proposer shall conduct data analyses by commonly used practices, domestic and/or abroad, when developing assessment. The Consultant shall look for time, locations, or constituents trends of the collected BDD data, including in reference to other river or LANL data. The Consultant shall evaluate the data in the context of the MOU intent, and in the light of regional or other water quality standards or occurrences. The Proposer shall prepare and submit the data summary and presentation for review to the BDD's Facility Manager upon completion of the task. The BDD's Facility Manager will review and provide comments within five (5) working days of submission.

Sub Task 2D Gap Analysis and Recommendations:

The Consultant shall provide a feedback on omissions in the collected data, which omissions appear important in the interpretation and analysis of the data. As part of this task, the Consultant shall list recommendations on future MOU tasks, sampling design, sampling strategies, equipment, data, or objectives, in order to successfully accomplish the intent of the MOU.

Sub Tasks 3A, 3B, 3C Development of the Report:

The Proposer shall prepare a Report of the work for the BDD's consideration and possible implementation within the tasks completion percentages. The Report contents shall outline at a minimum the following areas (A) to (H) below:

- (A) Summary of Findings;
- (B) Project Objectives and Methodology;
- (C) Sampling Events and Data;
- (D) Assessment of Data;
- (E) Performance Gap Identification;
- (F) Cost and Risk Management Analysis of Gaps;
- (G) Recommendations for Future Work; and
- (H) Conclusions and Summary for the BDD Board.

The Report shall clearly outline the achievements of the previously conducted work and recommend future steps required to accomplish the objective(s) of the MOU including the roles and responsibilities of the BDD.

The Report shall be submitted to the BDD Facility Manager for review and approval. The BDD will review and provide comments within five (5) working days of submission. The report shall include special Summary and Presentation to report be submitted to the Buckman Direct Diversion Board (Board) as an informational item.

3. SUPPLEMENTAL WORK TASKS AND SUB TASKS

The Consultant may recommend modification to the work scope as outlined in the preceding section in order to improve the project value, to incorporate innovative technology or methods, or to add missing elements that are essential for successful project completion. The Consultant shall include any recommended modifications to the project in writing during the monthly review meetings and shall provide cost (or credit), consultant hours, and other necessary information.

SUBMITTAL REQUIREMENTS '15/07/P

I. PROJECT SCHEDULE

Complimentary with a specific scope of services and a not-to-exceed fee for each task, the engineering consultant will develop a performance schedule for its services, which will become part of the contract.

It is estimated that it will take 30 to 45 days to solicit RFP's, select a consultant and negotiate a professional services agreement. **The Buckman Direct Diversion desires a final draft for review to be submitted no later than two (2) months after notice to proceed.** Proponents may also identify realistic opportunity for more aggressively controlling project time.

II. HOURLY RATES AND PROFESSIONAL FEE PROPOSAL

A fee proposal shall be submitted as part of the technical proposal for each of the following tasks, each with an individual fee:

- Task 1 – Final Work Plan and Project Kickoff
- Task 2 – Data Review
- Task 3 – Assessment
- Consultant Recommended Supplemental Work Scope

The detailed fee proposal, along with the work plan and scope of work and qualifications statements will be the basis for selection. The estimated fees for each task shall be compiled on City of Santa Fe Engineering Cost Summary Forms. A summary cost sheet for all Tasks with hours, costs, and fees shall be provided. The fee estimate shall be lump sum paid by percentage of completion and will be based upon detailed consultant hours, direct and indirect costs and profit.

Proponents shall also provide a schedule of other direct or reimbursable costs to provide the services requested in the RFP. Cost Summary forms must be completed and submitted for sub-agreements.

The final fee and the scope of work of the top ranked consultant will be negotiated after that firm has been selected. If agreement on final scope of services and fee cannot be reached with the top ranked consultant, the second-ranked consultant, and the third-ranked consultant will be considered in that order.

III. ERRORS AND OMISSIONS INSURANCE

Proponents must provide evidence of Professional Errors & Omissions Insurance coverage in minimum limits of \$2,000,000 per occurrence. Insurance certificates shall be attached to Proposal. No additional direct or reimbursable expense is allowed under Professional Services Agreements for this standard coverage. Insurance certificates shall apply to prime consultants only and must be attached to the proposal.

IV. STATEMENT OF QUALIFICATIONS

Proponents shall provide responses to the following items to describe its organization, capabilities, experience, expertise and local knowledge as it specifically relates to the types of services requested.

A. PROPONENT(S) FIRM DATA

- 1) Official or Corporate name of company
- 2) Types of professional services provided
- 3) Legal form of business
 - a. Date established in current form
 - b. Former corporate names, locations, dates
 - c. Names, titles, professional affiliation/expertise of principals
- 4) Categories in which firm is legally qualified to do business in New Mexico.
- 5) Firm size, particularly in office where work proposed to be performed
- 6) If Joint Venture or Teaming Agreement, please provide this information for each entity and references for similar previous projects performed as a Team or joint venture.

B. QUALIFICATIONS, CAPABILITY AND EXPERTISE

- 1) Discuss specialized design, technical and construction competence of firm or joint venture, regarding the type of services required.
- 2) Describe the capacity and capability of firm, joint venture or Teaming Agreement, including special consultants, to perform the work, including any specialized services, within the time frames to expedite projects.
- 3) Describe the continuity of the company, particularly its capability to sustain loss of key personnel, or owner directed substitution of key personnel, without adversely affecting a project or the company
- 4) Discuss past record of performance on contracts with public agencies or private sector clients with respect to such factors as control of time, costs, value, quality of work, claims handling and ability to achieve schedules. Provide reference contacts.
- 5) Discuss knowledge and familiarity with Industry Standard Practices, costs, labor and trades, general contractors and bonding limits, seasonal

construction constraints, and procurement requirements and so forth in the region where the projects are located.

- 6) Discuss employee qualifications and competence in field of water transmission and distribution systems regarding master planning and system design, system operation, hydraulic modeling and model calibration, water demand analysis, and other relevant skills and experience
- 7) Discuss the engineering firm's existing workload and its capacity to handle the requirements of the Water Division projects.

The Buckman Direct Diversion Board is seeking a firm that can clearly demonstrate they currently have the requisite staff and necessary expertise for this project. The BDDB fully anticipates the consultant to immediately start work on this project with the notice to proceed.

To propose on this project, the consultant team shall have prepared a minimum of three (3) water quality assessments that are similar in scope and complexity. Project references are requested. The Proponent shall demonstrate that all professional consultant(s) that will be utilized to perform the work currently have the qualified professional staff and expertise to perform the work. Proponents must present a past record of performance on selected tasks and ability to comply with critical schedules and budgets.

C. WORKLOAD

Describe the firm's current workload (particularly in the office that will manage this project). Provide names, locations, and clients for each project. List those in your firm who are assigned to these projects that will also be assigned to the proposed project and the firm's capacity in these projects (i.e. subcontractor for structural design, landscape design, etc.).

D. KNOWLEDGE OF LOCAL CONDITIONS

Demonstrate recent knowledge and experience with City/County Public Works Department, City/County Public Utilities Department, neighborhoods, local boards and commissions, community awareness, historic sensitivity, local design practices, local construction methods, conditions & seasonal requirements, and cost estimating in the general project area, i.e., Santa Fe Regional Area.

E. EXPERIENCE

Discuss recent experience of firm and project team on projects similar to this project. List particular projects, their completion dates, costs, owner / client, and references (including telephone numbers). Describe your firm's expertise and familiarity with procedural and regulatory requirements on these kinds of projects.

F. PROJECT TEAM AND RELATED EXPERIENCE

- 1) Present the organizational chart for the project team for public involvement, design and construction; the names of the specific team members; with their assigned tasks; qualifications and percent of time they will be assigned to the project. Include construction inspector if deemed necessary for verification of compliance of design specifications.
- 2) Describe the management plan for coordinating schedules and resources to complete this project on schedule and within budget.
- 3) Describe the client and consultant relationship the firm will establish for progress meetings, design, review, decision-making, and budget containment.
- 4) Should the firm be invited for personal interview, the BDDB requires the principal and key design personnel, who will be assigned to the project, be present, be introduced, make comment to the selection committee, and preferably be a participant in the interview.

G. RESUMES

For sake of uniformity, submit the resumes of key members of the project team, including subcontractors, using the following format:

- Name and Title
- Specialized Professional Competence
- Current Responsibilities
- Representative Project Assignments with Firm
- Representative Project Assignments for Other Identified Employers
- Professional Background, Education

V. PROPOSAL FORMAT

For uniformity of review and evaluation of proposals, please use the following format in preparing a response to this RFP:

- A. Table of Contents
- B. Statement of Qualifications and Project Team Description and identification
- C. Detailed Work Plan, based upon the RFP requirements and Scope of Work
- D. Project Schedule

- E. Schedule of Hourly Rates & Costs
- F. Professional Fee Proposal
- G. Resumes of proposed project team
- H. Professional Errors & Omissions Insurance Certificate
- I. Any additional pertinent information

The proposal is limited to 35 pages for items "A" through "E". The smallest acceptable pitch is 12 point, with nominal 1" margins. Pages for resumes and additional pertinent information are not limited. As a practical matter, however, there is a limit as to how much material the Selection Committee members are able to read and absorb. Please clearly identify each proposal item.

**EVALUATION CRITERIA
&
WEIGHTED VALUES
EVALUATION COMMITTEE MEMBERS
'15/07/P**

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

1. Ranking of qualified proposals by the Selection Committee as per the enclosed rating system.
2. Interviews
 - The scores from the Evaluation Criteria Form shall be utilized to determine the top ranked firm to be selected for the project.
 - Interviews will be conducted with the top ranked firms based on the score from the Evaluation Criteria Form if needed.
 - Only the scores from the Interview Evaluation Form will be utilized to select the top ranked firm. It is noted that the Proposed Fee score will carry over from Evaluation Criteria Form to the Interview Evaluation Form.
3. Consideration and approval of the Buckman Direct Diversion Board. The Board will make the final decisions as to award of contract.

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

- City Public Utilities Department
 Designee
- County Public Utilities Department
 Designee
- Buckman Direct Diversion
 BDD Facility Manager
 BDD Regulatory Compliance Officer
- United State Department of Energy (DOE)
 Designee

The Buckman Direct Diversion Board reserves the right to alter the size and membership of the Selection Committee.

Interviews - interviews will be scheduled by the Buckman Direct Diversion Board. They will consist of a 1-hr. presentation by the Proponents, including a question and answer period. At the Interview, firms are expected to introduce and involve the professionals who will be assigned to the project and make them available for questions by the Selection Committee.

EVALUATION CRITERIA, SUBMITTALS AND OUALIFICATIONS

Evaluation Criteria

Evaluation will be based upon the attached "Evaluation Criteria Form"

Submittals:

The Request for Proposal must include each of the following evaluation criteria. Each proposal submitted must address the required evaluation criteria. Based on the complexity of the project, the owner may add additional items of concern. The Owner must include a weight factor with each of the evaluation criteria to communicate to the Offerors the relative importance of each.

- 1. Specialized Design and Technical Competence***
Specialized design and technical competence of the business, including a joint venture or association, regarding the type of services required.
- 2. Capacity and Capability***
Capacity and capability of the business to perform the work, including any specialized services, within the time frame
- 3. Past Record of Performance***
Past record of performance on contracts with government agencies or private industry with respect to such factors as control of costs, quality of work and ability to meet schedules.
- 4. Familiarity with the Contracting Agency***
Proximity to or familiarity with the area in which the project is located.
- 5. Work to be Done in New Mexico***
The amount of design work that will be produced by a New Mexico business within this state.
- 6. References***
3 to 5 references for completed projects similar in scope and size
- 7. Staff Qualifications***
Documentation of employee qualifications
- 8. Firm Qualifications***
Experience and competency of the firm
- 9. Fee Schedule***
"Fee Schedule" in a separate sealed envelope within the packet, marked "Fee Schedule"

EVALUATION CRITERIA FORM

RFP: '15/07/P

PROJECT: Buckman Direct Diversion Rio Grande Water Quality Assessment

NAME OF FIRM: _____

The consultant selection, or short listing for interviews, will be based upon evaluation of the proposal and the Firm's qualifications, relative to the evaluation criteria.

Proposal Component	Weighted Value	(1=low, 10=high)	Total Score	Max Score
Design Approach/ Methodology; Grasp of project requirements	25			250
Relevant experience of firm and specific qualifications & experience of project team, demonstrated by previous projects	15			150
Past Performance; <i>The quality and timeliness of previous work; the demonstrated ability to mobilize quickly, control costs, provide competent designs and accurate plans; the ability to meet schedules.</i>	15			150
Knowledge of Local Conditions; <i>Industry Std. Construction practice; Labor & Trades, bonding, seasonal construction limitations, project site, environmental, regulatory and procurement requirements.</i>	5			50
Work Plan & Project Schedule; discussion of work elements and time frames	15			150
Work Load: <i>Consultant's staff size related to current uncompleted work and the amount of work proposed under this project.</i>	5			50
Proposed Fees: <i>Is fee reasonable for scope and schedule? A very low fee may reflect a narrow scope or missing scope. A very High fee may reflect us paying firm's learning curve.</i>	20			200
Total Score	100			1000

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

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

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

SELECTION COMMITTEE

EVALUATOR SIGNATURE: _____ DATE: _____

RFP '15/07/P

Buckman Direct Diversion Asset Management Plan

CONSULTANT FIRM: _____

INTERVIEW EVALUATION CRITERIA

Criteria	Weighted Value	(1=low, 10=high)	Total Score	Max Score
1. Grasp of project requirements and Presentation of Management Approach /Methodology: evaluation of firm's discussion and analysis of project and local issues; evaluation of discussion of its project & control systems; evaluation of work plan discussion and relationship to fee. Does firm grasp lead times for official actions and do they manage that within their schedule?	20			200
2. Overall technical skills presentation skills: evaluation of discussion of firm's capability to organize and present concepts and technical information with clarity, and credibility, supported by visual, aids. How well do you think the team will represent the BDD in areas of cost & time control, claim management & prevention, dispute and change order negotiations.	20			200
3. Project Management: evaluation of firm's & specific project team members' style & efficacy; evaluation of firm's intent to interact with and mentor BDD professional staff; evaluation of project team's relevant experience & creativity; does this discussion tend to support firm's stated qualifications, experience and expertise?	20			200
4. Responses to other relevant issues: raised by Selection Committee evaluation of firm's responses to committee 's questions and issues.	20			200
5. Proposed Fees: Is fee reasonable for scope and schedule? A very low fee may reflect a narrow scope, missing scope or a reduced amount of qualified engineer time. A very High fee may reflect us paying firm's learning curve, higher than normal area pay rates or higher effort than is required.	20	Carry over Score from Evaluation Criteria Form _____ -		200
Total Score	100			1000

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

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

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

SELECTION COMMITTEE

EVALUATOR SIGNATURE: _____ DATE: _____

INSTRUCTIONS RELATING TO LOCAL PREFERENCE CERTIFICATION FORM

1. **All information must be provided.** A 10% local preference may be available for this procurement. To qualify for this preference, an offeror **must** complete and submit **the local preference certification form with its offer**. If an offer is received without the form attached, completed, notarized, and signed or if the form is received without the required information, the preference will not be applied. **The local preference form or a corrected form will not be accepted after the deadline for receipt of bids or proposals.**
2. **Local Preference precedence over State Preference:** The Local Preference takes precedence over the State Resident Preference and only one such preference will be applied to any one bid or proposal. If it is determined that the local preference applies to one or more offerors in any solicitation, the State Resident Preference will not be applied to any offers.
3. **Principal Office and location must be stated:** To qualify for the local preference, the principal place of business of the enterprise must be physically located within the Santa Fe County Geographic Boundaries. The business location inserted on the Form must be a physical location, street address or such. **DO NOT** use a post office box or other postal address. Principal place of business must have been established no less than six months preceding application for certification.
4. **Subcontractors do not qualify:** Only the business, or if joint venture, one of the parties of the joint venture, which will actually be performing the services or providing the goods solicited by this request and will be responsible under any resulting contract will qualify for this preference. A subcontractor may not qualify on behalf of a prime contractor.
5. **Definition:** The following definition applies to this preference.

A local business is an entity with its Principal office and place of business located in Santa Fe County.

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

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

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:

**BUCKMAN DIRECT DIVERSION BDDB
PROFESSIONAL SERVICES AGREEMENT**

THIS AGREEMENT is made and entered into by and between the BUCKMAN DIRECT DIVERSION BDDB (the "BDDB") and _____ ("Contractor"). The date of this Agreement shall be the date when it is executed by the BDDB Chair.

1. SCOPE OF SERVICES

Contractor shall provide services for the BDDB as outlined in the RFP Scope of Work and Exhibit A attached hereto.

2. STANDARD OF PERFORMANCE; LICENSES

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

B. 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 BDDB shall pay to Contractor in full payment for services rendered, a sum not to exceed \$ _____ , plus applicable gross receipts taxes.

B. 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. Invoices for services will be made on a monthly basis. Payment shall be made upon receipt and approval by the BDDB of detailed statements containing a report of services completed. Compensation shall be paid only for services actually performed.

4. **APPROPRIATIONS**

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

5. **TERM AND EFFECTIVE DATE**

This Agreement shall be effective when signed by the BDDB and terminate on _____, 2015, unless terminated sooner pursuant to Article 6 below.

6. **TERMINATION**

A. This Agreement may be terminated by the BDDB upon 10 days written notice to Contractor. In the event of such termination:

(1) Contractor shall render a final report of the services performed up to the date of termination and shall turn over to the BDDB 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 BDDB shall pay 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. Contractor and its agents and employees are independent contractors performing professional services for the BDDB and are not employees of the BDDB. Contractor, and its agents and employees, shall not accrue leave, retirement, insurance, bonding, use of BDDB vehicles, or any other benefits afforded to employees of the BDDB 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.

8. **CONFIDENTIALITY**

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

9. **CONFLICT OF INTEREST**

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**

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 BDDB. Contractor shall not subcontract any portion of the services to be performed under this Agreement without the prior written approval of the BDDB.

11. RELEASE

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

12. INSURANCE

A. Contractor shall not begin the Professional Services required under this Agreement until it has: (a) obtained, and upon the BDDB's request provided to the BDDB, insurance certificates reflecting evidence of all insurance required herein; however, the BDDB reserves the right to request, and Contractor shall submit, copies of any policy upon reasonable request by the BDDB; (b) obtained BDDB approval of each company or companies as required below; and (c) confirmed that all policies contain the specific provisions required. Contractor's liabilities, including but not limited to Contractor's indemnity obligations, under this Agreement, shall not be deemed limited in any way to the insurance coverage required herein. Maintenance of specified insurance coverage is a material element of this Agreement and Contractor's failure to maintain or renew coverage or to provide evidence of renewal during the term of this Agreement may be treated as a material breach of Agreement by the BDDB.

B. Further, Contractor shall not modify any policy or endorsement thereto which increases the BDDB's exposure to loss for the duration of this Agreement.

C. **Types of Insurance.** At all times during the term of this Agreement, Contractor shall maintain insurance coverage as follows:

(1) **Commercial General Liability.** Commercial General Liability (CGL) Insurance must be written on an ISO Occurrence form or an equivalent form providing coverage at least as broad which shall cover liability arising from any and all bodily injury, personal injury or property damage providing the following minimum limits of liability.

General Annual Aggregate (other than Products/Completed Operation)	\$2,000,000
Products/Completed Operations Aggregate Limit	\$2,000,000
Personal Injury Limit	\$2,000,000
Each Occurrence	\$2,000,000

(2) **Automobile Liability.** For all of Contractor's automobiles including owned, hired and non-owned automobiles, Contractor shall keep in full force and effect, automobile liability insurance providing coverage at least as broad for bodily injury and property damage with a combined single limit of not less than \$2,00,000 per accident. An insurance certificate shall be submitted to the BDDB that reflects coverage for any automobile [any auto].

(3) **Professional Liability.** For Contractor and all of Contractor's employees who are to perform professional services under this Agreement, Contractor shall keep in full force and effect, Professional Liability insurance for any professional acts, errors or omissions. Such policy shall provide a limit of not less than \$2,000,000 per claim and \$2,000,000 annual aggregate. Contractor shall ensure both that: (1) the policy retroactive

date is on or before the date of commencement of the first work performed under this Agreement; and (2) the policy will be maintained in force for a period of three years after substantial completion of the project or termination of this Agreement whichever occurs last. If professional services rendered under this Agreement include work relating to environmental or pollution hazards, Contractors policy shall not contain exclusions for those activities.

(4) **Workers' Compensation.** For all of Contractor's employees who are subject to this Agreement and to the extent required by any applicable state or federal law, Contractor shall keep in full force and effect, a Workers' Compensation policy & Employers Liability policy. That policy shall provide Employers Liability Limits as follows:

Bodily Injury by Accident	\$500,000	Each Accident
Bodily Injury by Disease	\$500,000	Each Employee
Bodily Injury by Disease	\$500,000	Policy Limit

Contractor shall provide an endorsement that the insurer waives the right of subrogation against the BDDDB, City of Santa Fe, Santa Fe County and their respective elected officials, officers, employees, agents, volunteers and representatives.

D. **Cancellation.** Except as provided for under New Mexico law, all policies of insurance required hereunder must provide that the BDDDB is entitled to thirty (30) days prior written notice (10 days for cancellation due to non-payment of premium) of cancellation or non-renewal of the policy or policies. Cancellation provisions in insurance certificates shall not contain the qualifying words "endeavor to" and "but failure to mail such notice shall impose no obligation or liability of any kind upon the company, its agents or representatives". In the event Contractors' insurance carriers will not agree to this notice requirement, Contractor will provide

written notice to the BDDDB within four working days of Contractors receipt of notice from its insurance carrier(s) of any cancellation, nonrenewal or material reduction of the required insurance.

E. **Insurer Requirements.** All insurance required by express provision of this Agreement shall be carried only by responsible insurance companies that have rated “A-” and “VII” or better by the A.M. Best Key Rating Guide, that are authorized to do business in the State of New Mexico, and that have been approved by the BDDDB. The BDDDB will accept insurance provided by non-admitted, “surplus lines” carriers only if the carrier is authorized to do business in the State of New Mexico.

F. **Deductibles.** All deductibles or co-payments on any policy shall be the responsibility of Contractor.

G. **Specific Provisions Required.**

(1) Each policy shall expressly provide, and an endorsement shall be submitted to the BDDDB, that the policy or policies providing coverage for Commercial General Liability must be endorsed to include as an Additional Insured, the BDDDB, City of Santa Fe, Santa Fe County and their respective elected officials, officers, employees, agents, volunteers and representatives.

(2) All policies required herein are primary and non-contributory to any insurance that may be carried by the BDDDB, City of Santa Fe, Santa Fe County, and their respective elected officials, officers, employees, agents, volunteers and representatives, as reflected in an endorsement which shall be submitted to the BDDDB.

(3) Contractor agrees that for the time period defined above, there will be no changes or endorsements to the policy that increase the BDDB's exposure to loss.

(4) Before performing any Professional Services, Contractor shall provide the BDDB with all Certificates of Insurance accompanied with all endorsements.

(5) The BDDB reserves the right, from time to time, to review Contractor's insurance coverage, limits, and deductible and self-insured retentions to determine if they are acceptable to the BDDB. The BDDB will reimburse Contractor for the cost of the additional premium for any coverage requested by the BDDB in excess of that required by this Agreement without overhead, profit, or any other markup.

(6) Contractor may obtain additional insurance not required by this Agreement.

13. INDEMNIFICATION

A. GENERAL INDEMNIFICATION: To the greatest extent permitted by law, Contractor shall indemnify, hold harmless and defend the BDDB, City of Santa Fe, Santa Fe County, and their respective elected officials, officers, employees, agents, volunteers and representatives 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 or non-performance under this Agreement as well as the performance or non-performance of Contractor's employees, agents, representatives and subcontractors or any tier.

B. INDEMNIFICATION FOR PROFESSIONAL ACTS, ERRORS OR OMISSIONS. Except for professional acts, errors or omissions that are the result of established gross negligence or willful or wanton conduct on the part of Contractor or its employees, agents, representatives or Sub consultants, the General Indemnification shall not apply to professional acts, errors or omission unless covered by Professional Liability insurance required in this Agreement.

14. NEW MEXICO TORT CLAIMS ACT

Any liability incurred by the BDDDB 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 BDDDB 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 BDDDB and 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, DOCUMENT CONTROL AND AUDIT

A. Contractor shall conform with and participate in the Document Control policies of the BDDDB or the City of Santa Fe. Contractor shall maintain, throughout the term of this Agreement and for a period of three years thereafter, all records that relate to the scope of services provided under this Agreement.

B. Detailed records that indicate the date, time and nature of services rendered shall also be retained for a period of three years after the term of this agreement expires. These records shall be subject to inspection by the City of Santa Fe, the Department of Finance and Administration and the State Auditor. The BDDDB and the City of Santa Fe shall have the right to audit the billing both before and after payment to Contractor. Payment under this Agreement shall not foreclose the right of the BDDDB or the City of Santa Fe 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 BDDDB. In any action, suit or legal dispute arising from this Agreement, 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 requests, demands, waivers and other communications given as provided in this Agreement will be in writing and will be deemed to have been given if delivered in person (including by Federal Express or other personal delivery service), or mailed by certified or registered mail, postage prepaid, and addressed to Seller or Buyer at the following addresses:

BDDB: Shannon Jones, Facility Manager
Buckman Direct Diversion
801 San Mateo
Santa Fe, NM 87504

With a copy to: Nancy R. Long, Esq., BDDDB Counsel
Long, Komer & Associates, P.A.
P. O. Box 5098
Santa Fe, NM 87502-5098

CONTRACTOR:

Any such notice sent by registered or certified mail, return receipt, shall be deemed to have been duly given and received seventy-two (72) hours after the same is so addressed and mailed with postage prepaid. Notice sent by recognized overnight delivery service shall be effective only upon actual receipt thereof at the office of the addressee set forth above, and any such notice delivered at a time outside of normal business hours shall be deemed effective at the opening of business on the next business day. Notice sent by facsimile shall be effective only upon actual receipt of the original unless written confirmation is sent by the recipient of the facsimile stating that the notice has been received, in which case the notice shall be deemed effective as of the date specified in the confirmation. Any party may change its address for purposes of this paragraph by giving notice to the other party as herein provided. Delivery of any copies as provided herein shall not constitute delivery of notice hereunder.

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

BUCKMAN DIRECT DIVERSION BOARD

CONTRACTOR:

By: _____
Joseph M. Maestas, Chair
Date: _____

Signature: _____
Printed Name: _____
Title: _____
Date: _____

APPROVED AS TO FORM

NM Taxation & Revenue
CRS #



Nancy R. Long, BDDDB Counsel

City of Santa Fe Business
Registration #

APPROVED

City Finance Director

72410.510300
Business Unit/Line Item

ATTEST

Yolanda Y. Vigil, City Clerk
File Date: _____

Exhibit A

1. SCOPE OF WORK

The Consultant shall submit a Draft Work Plan as a part of the proposal expanding on the work tasks listed below, describing its approach to the project, along with a schedule, to indicate how the work will be accomplished. This Work Plan should be prepared such that it can be incorporated, with only minor modifications, as Exhibit 'A', Further Description of Basic Services (a.k.a Contract Scope of Work), in any eventual professional services agreement. The Consultant will be expected to conduct monthly review meetings with the BDD Facility Manager to go over progress of plans and each task listed below. All deliverables shall be made in the form of hard copy (5 copies unless noted otherwise) and working electronic files.

When developing the BDD Rio Grande Water Quality Assessment, the following Sub Tasks will be addressed and completed by the Proposer.

Table 1 Scope- Capital Asset Management Plan

Task	Number of Sub-Task	Sub-Task Description
1) Work Plan	1A 1B 1C	<ul style="list-style-type: none"> ▪ Draft Work Plan ▪ Final Work Plan ▪ Kick Off Meeting & SOW
2) Technical and Analytical Data	2A 2B 2C 2D	<ul style="list-style-type: none"> ▪ Compiling data and references ▪ Data summary and presentation (narrative, tables, graphs, statistics) ▪ Analyses and assessments (interpretations, trends, comparisons with regional or national data) ▪ Gap analysis and recommendations
3) Development of Report	3A 3B 3C	<ul style="list-style-type: none"> ▪ First 50% Preliminary Draft Report ▪ Second 90% Pre-Final Draft Report ▪ Third 100% Final Report

Sub Task 1A Draft Work Plan: as described above.

Sub Task 1B Final Work Plan:

The Consultant will lead a design team comprised of the Consultant and its subcontractors and the Buckman Direct Diversion Facility Manager. The Consultant shall prepare a detailed Final Work Plan to be utilized throughout project execution. The Work Plan will be developed based on the Contract Scope of Work. The Final Work Plan shall be prepared in collaboration with Buckman Direct Diversion Staff and will include the following components:

- a. Project description, summary of work and deliverables, project schedule;
- b. Anticipated BDDDB workload and schedule for interfacing with Consultant;
- c. Project team, organization, and responsibilities;
- d. Communication protocols, documentation, meetings and workshops;
- e. Approach to review of existing data, reports and other relevant information;
- f. Approach to establishment of detailed assessment with measurement matrix and methodology;
- g. Quality control and assessment process and activities; and
- h. Detailed description of and reasons for any differences in the Final Work Plan and the Contract Scope of Work.

The Consultant's application for these planning purposes shall comply with established industry and nationally recognized scientific analysis and practices environmental practices for water quality analysis including Environmental Protection Agency and New Mexico Environmental Department guidelines. The Consultant shall identify all such pertinent practices and guidelines in the draft Work Plan, and document the references used in its assessments.

The Final Work Plan will be prepared in draft form for Buckman Direct Diversion staff review and all comments will either be incorporated into the Final Work Plan or addressed otherwise. The draft Final Work Plan will be presented to the Buckman Direct Diversion during the kickoff meeting described below.

Sub Task 1C Kick-Off Meeting:

The Proposer shall contact the BDD Facility Manager within ten (10) working days of the effective date of the agreement to schedule a kick-off meeting. The meeting will be held at the Buckman Direct Diversion Water Plant located at 341 Caja Del Rio Road Santa Fe, New Mexico. The meeting shall be held within twenty (20) working days of the effective date of the agreement. The time and meeting specifics shall be coordinated with the BDD's Facility Manager. Minutes of the meeting shall be submitted to the BDD's PM for approval within five (5) working days of the meeting. The BDD will review and provide comments on the meeting minutes within five (5) working days of submission.

The Consultant shall prepare for and lead a project kickoff meeting. The meeting shall be held at the Buckman Direct Diversion offices and include the key Consultant staff, any sub Consultants and appropriate Buckman Direct Diversion staff and key stakeholders. The kickoff meeting shall introduce the project team, confirm the project objectives and discuss key issues and concerns. At the meeting, the Consultant will also present the scope of work, key deliverables, budget, schedule and communications plan and other project plans as described in the draft Final Work Plan. The Consultant will provide the suggested meeting agenda and draft Final Work Plan to the Buckman Direct Diversion at least one week prior to the Kickoff Meeting.

From time to time, other BDDDB representatives and other BDDDB-contracted Consultants may be involved in project meetings with the Consultant. Biweekly progress meetings or telephone conference calls are anticipated to provide proper coordination, review of progress and to finalize project decisions. Monthly progress reports shall be submitted to the BDDDB, at least one week prior to every monthly progress meeting. Progress meeting shall be held at the Buckman Direct Diversion.

Deliverables:

1. Kickoff Meeting Agenda (via email);
2. Draft Final Work Plan and Kickoff Meeting Materials (5 copies);
3. Kickoff Meeting Minutes (via email);
4. Final Work Plan (5 copies);
5. Bi-Weekly Progress Meeting Minutes (via email); and
6. Monthly Progress Reports (5 copies).

Sub Task 2A Compiling Data and References:

The Consultant shall collect all available raw data (technical and analytical) and compile it in proper format. As part of this task, the Consultant shall describe the sampling and analysis plan(s) for the project, and document the historic design and sampling strategies. All technical information for each sampling event shall be summarized to include weather data, trigger times and gauges, discharges (at BDD, Otowi, LANL stations), length of events, and other pertinent information describing the event.

Sub Task 2B Data Summary and Presentation:

This sub task shall focus on the collected water quality analytical data. The Consultant shall summarize the data using narrative descriptions, tables, graphs and statistics. In addition, the Consultant shall summarize data from other sources that may be pertinent to the next step, the analysis and assessment, such as LANL gauge stations data and Rio Grande data, historic and current. The Proposer shall prepare and submit the data summary and presentation for review

to the BDD's PM upon completion of the task. The BDD's Facility Manager will review and provide comments within ten (10) working days of submission.

Sub Task 2C Analyses and Assessments:

The Proposer shall conduct data analyses by commonly used practices, domestic and/or abroad, when developing assessment. The Consultant shall look for time, locations, or constituents trends of the collected BDD data, including in reference to other river or LANL data. The Consultant shall evaluate the data in the context of the MOU intent, and in the light of regional or other water quality standards or occurrences. The Proposer shall prepare and submit the data summary and presentation for review to the BDD's Facility Manager upon completion of the task. The BDD's Facility Manager will review and provide comments within ten (10) working days of submission.

Sub Task 2D Gap Analysis and Recommendations:

The Consultant shall provide a feedback on omissions in the collected data, which omissions appear important in the interpretation and analysis of the data. As part of this task, the Consultant shall list recommendations on future MOU tasks, sampling design, sampling strategies, equipment, data, or objectives, in order to successfully accomplish the intent of the MOU.

Sub Tasks 3A, 3B, 3C Development of the Report:

The Proposer shall prepare a Report of the work for the BDD's consideration and possible implementation within the tasks completion percentages. The Report contents shall outline at a minimum the following areas (A) to (H) below:

- (A) Summary of Findings;
- (B) Project Objectives and Methodology;
- (C) Sampling Events and Data;
- (D) Assessment of Data;
- (E) Performance Gap Identification;
- (F) Cost and Risk Management Analysis of Gaps;
- (G) Recommendations for Future Work; and
- (H) Conclusions and Summary for the BDD BDDB.

The Report shall clearly outline the achievements of the previously conducted work and recommend future steps required to accomplish the objective(s) of the MOU including the roles and responsibilities of the BDD.

The Report shall be submitted to the BDD Facility Manager for review and approval. The BDD will review and provide comments within fifteen (15) working days of submission. The report shall include special Summary and Presentation to report be submitted to the Buckman Direct Diversion BDDB (BDDDB) as an informational item.

2. SUPPLEMENTAL WORK TASKS AND SUB TASKS

The Consultant may recommend modification to the work scope as outlined in the preceding section in order to improve the project value, to incorporate innovative technology or methods, or to add missing elements that are essential for successful project completion. The Consultant shall include any recommended modifications to the project in writing during the monthly review meetings and shall provide cost (or credit), consultant hours, and other necessary information.

Living Wage Ordinance

Ordinance Number §28-1-28-1.12DSFCC 1987

Purpose:

The City of Santa Fe Living Wage Ordinance was adopted to establish minimum hourly wages.

Who it affects:

- All profit and nonprofit businesses required to have a business license or business registration with the City of Santa Fe.

Compliance:

- Affected businesses are required to pay employees an hourly wage of \$10.66 effective March 1, 2014.
- Beginning January 1, 2009, and each year thereafter, the minimum wage shall be adjusted upward by an amount corresponding to the previous year's increase, if any, in the Consumer Price Index for the Western Region for Urban Wage Earners and Clerical Workers.
- For workers who customarily receive more than \$100 per month in tips or commissions, any tips or commissions received and retained by a worker shall be counted as wages and credited toward satisfaction of the minimum wage provided that, for tipped workers, all tips received by such workers are retained by the workers, except that the pooling of tips among workers shall be permitted.
- The value of health care benefits and child care shall be considered as an element of wages.
- Nonprofit organizations whose primary source of funds is from Medicaid waivers are *exempt*.

Prohibitions against retaliation and circumvention:

- It shall be unlawful for any business, employer or employer's agent or representative to take any action against an individual in retaliation for exercising or communicating rights under this ordinance. This includes retaliation against individuals who mistakenly but in good faith allege noncompliance with the ordinance.
- Taking adverse action against an individual within 60 days of the individual's assertion of or communication of information regarding rights raises a reputable presumption of retaliation for assertion of rights.
- It shall be unlawful for any business or employer to intentionally circumvent the requirements of this ordinance by contracting portions of its operations or leasing portions of its property.

Enforcement and Remedies:

- Administrative Enforcement—The city manager, or his/her designee, is authorized, as appropriate and as resources permit, to enforce this ordinance.
- Criminal Penalty—A person violating this ordinance shall be guilty of a misdemeanor and, upon conviction, for each offense may be subject to fines and imprisonment as set forth in Section 1-3 SFCC 1987. A person violating any of the requirements of this ordinance shall be guilty of a separate offense for each day or portion thereof and for each worker or person to whom any such violation occurred.
- Other Remedies—The city, any individual aggrieved by a violation of this ordinance, or any entity the members of which have been aggrieved by a violation of this ordinance, may bring a civil action in a court of competent jurisdiction to restrain, correct, abate or remedy any violation of this ordinance and, upon prevailing, shall be entitled to such legal or equitable relief as may be appropriate to remedy the violation including, without limitation, reinstatement, the payment of any wages due and an additional amount as liquidated damages equal to twice the amount of any wages due, injunctive relief, and reasonable attorney's fees and costs.

Nonexclusive Remedies and Penalties—The remedies provided in this section are not exclusive, and nothing in this ordinance shall preclude any person from seeking any other remedies, penalties, or relief provided by law.

Posting and Publication:

- Any business subject to the provisions of this ordinance shall as a condition to obtaining and holding a City of Santa Fe business license or registration, post and display in a prominent location next to its business license or registration on the business premises a notice, in English and Spanish, that the business is in compliance with the provisions of this ordinance and post the text of this notice. Failure to comply with this section shall be construed a violation of this ordinance and, in addition, shall be considered grounds for suspensions, revocation, or termination of the business license or registration.

For more information, please contact: Constituent Services at 505-955-6949 Email: constituentservices@santafenm.gov