



## **"REQUEST FOR PROPOSALS"**

### **ANALYTICAL TESTING SERVICES FOR BDD Water Quality Assessment**

**RFP #'15/40/P**

**PROPOSAL DUE:**

**June 15, 2015**

**2:00 P.M.**

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

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**REQUEST FOR PROPOSALS  
PROPOSAL NUMBER '15/40/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 15, 2015**. Any proposal received after this deadline will not be considered. This proposal is for the purpose of procuring professional services for the following:

Analytical Testing Services  
For  
**BDD Water Quality Assessment**

The Buckman Direct Diversion Board (BDDDB) requires services consisting of all equipment, material, labor and all other elements necessary for the analytical testing of surface water, soil, and sediments collected pursuant to BDD Assessment of the Water Quality in the Rio Grande. The produced analytical data including methods, detection limits, and QA/QC information shall be provided in electronic format consistent with electronic data deliverables (EDD) requirements as specified in the attachment of this RFP.

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.

  
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Robert Rodarte, Purchasing Officer

Received by the Santa Fe New Mexican Newspaper on: 05/15/15  
To be published on: 05/20/15

Received by the Albuquerque Journal Newspaper on: 05/15/15  
To be published on: 05/20/15

## PROPOSAL SCHEDULE

### RFP # '15/40/P

- |    |   |   |
|----|---|---|
| 1. | Advertisement   | May 15, 2015  |
| 2. | Issuance of RFP:  | May 15, 2015  |
| 3. | Receipt of proposals:   | June 15, 2015 at 2:00 p.m.<br>local prevailing time.<br>Purchasing Office 2651<br>Siringo Road Bldg., "H"<br>Santa Fe, New Mexico<br>87505 (505) 955-5711 |
| 4. | Evaluation of proposals:                                      | June 19, 2015   |
| 5. | Interviews:   | June 23, 2015   |
| 6. | Negotiation of Contract                                       | June 25, 2014   |
| 7. | Recommendation of award<br>to Buckman Direct Diversion Board: | July 3, 2014  |

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

## INFORMATION TO 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, June 15, 2015.

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

Proposal number: '15/40/P  
Title of the proposal: **BDD 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 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 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 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 governing body of the Buckman Direct Diversion. 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.

#### **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.

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 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 '15/40/P**

### **1. BACKGROUND, PROJECT PURPOSE, & GENERAL SCOPE**

The Buckman Direct Diversion (BDD) Project was designed to divert surface water from the Rio Grande, treat it, and provide drinking water to the City and County of Santa Fe. The point of diversion (BDD Intake) is on the east bank of the Rio Grande, about 3.5 miles downstream from where New Mexico Route 502 crosses the river at Otowi Bridge. At approximately the same location, near the Otowi Bridge, the Los Alamos/Pueblo (LA/P) canyons watershed flows into the Rio Grande. These canyons and their tributaries have been established to be impacted by contamination originating from Los Alamos National Laboratory (LANL) operations from the 1940s through 1960s, when LANL discharged radioactive liquid wastes into the canyons on the Pajarito Plateau that drained into the Rio Grande.

The objective of the BDD Water Quality Sampling Program is to collect samples from the Rio Grande at the BDD in order to make determinations on the water quality of the river.

### **2. SCOPE OF WORK**

BDD requests qualified laboratories to submit bids, including costs for completion, for laboratory analysis of environmental samples, including meeting standards for QA/QC and for reporting in accordance with the electronic data deliverables described therein. A qualified laboratory must provide evidence of the ability to produce valid and defensible data and of national or state certification, such as the National Environmental Laboratory Accreditation Program (NELAP). Additional accreditation from other organizations as NELAC and ISO will also be considered. If some analyses are to be completed by a sub-contractor laboratory, the Contractor must provide the same evidence for the sub-contractor to BDD. The scope of work shall consist of analyzing environmental samples in accordance with approved US EPA, or industry-accepted methods including specified EPA method detection limits. Equivalent methods of analysis approved by the EPA may be utilized when authorized in advance by BDD.

**Table - Scope of Work**

<b>Task</b>	<b>Number of Sub-Task</b>	<b>Sub-Task Descriptions</b>
<b>Laboratory Provided Equipment &amp; Services</b>	1A 1B 1C 1D	<ul style="list-style-type: none"> <li>▪ Laboratory shall provide ice chests, sample containers (with appropriate preservatives);</li> <li>▪ Laboratory shall provide Chain-of-Custody (COC) form;</li> <li>▪ Laboratory shall provide sample labels; and</li> <li>▪ Laboratory shall bear all shipping cost for shipment of five (5) or more samples.</li> </ul>
<b>Laboratory Handling &amp; Documentation of Samples</b>	2A 2B 2C	<ul style="list-style-type: none"> <li>▪ Laboratory shall handle &amp; document all samples for analyses according to generally accepted chain-of-custody procedures;</li> <li>▪ BDD shall ship samples to laboratory or sub-contracted laboratory unless laboratory specifies its own pick-up service;</li> <li>▪ Any work requested by BDD through submission of the COC form will become part of this Contract.</li> </ul>
<b>Laboratory Provided Analyses</b>	3A 3B 3C 3D	<ul style="list-style-type: none"> <li>▪ Upon request of BDD, the laboratory shall perform analysis on solid (soil or sediment) and water samples.</li> <li>▪ Attachment 1 contains a blank fee schedule with a list of the analyses. All sub-contracted laboratories must be listed on the form for specific analyses. Specific analyses may be upgraded or replaced to comply with EPA or industry-accepted upgrades. Additions, modifications, or deletions of analytical methods or specific analytes by the laboratory or sub-contracted laboratory are subject to approval by BDD.</li> <li>▪ Laboratory shall analyze the samples within the method-specific holding time following appropriate COC, preparation and method QA/QC procedures;</li> <li>▪ Upon completion of analyses, the laboratory shall be responsible for the disposal of all samples, but shall not dispose of the samples for at least thirty (30) days after delivery of the final laboratory reports.</li> </ul>

<p><b>Laboratory Provided Deliverables</b></p>	<p>4A  4B  4C</p>	<ul style="list-style-type: none"> <li>▪ Laboratory shall provide complete data packets to BDD as soon as possible after analyses are completed but no later than thirty (30) days, unless a delay in delivery was approved by BDD in writing;</li> <li>▪ The data packet shall include a detailed lab report if requested by BDD and an electronic data deliverables (EDDs) of all analyses in the format specified by BDD. The laboratory must transmit data packets electronically; and</li> <li>▪ The data packet shall include a Level III quality control description at no additional cost.</li> </ul>
<p><b>Laboratory Provided Technical Services</b></p>	<p>5A  5B</p>	<ul style="list-style-type: none"> <li>▪ Upon request by BDD, laboratory shall make available to BDD laboratory personnel for the purposes of providing oral or written testimony in administrative or legal proceedings; and</li> <li>▪ Laboratory shall make available its premises at mutually-agreed times for inspection by BDD or designated third party for the purposes of data verification and validation.</li> </ul>

**3. CONTRACTOR RECOMMENDED SUPPLEMENTAL WORK TASK or 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 quarterly review meetings and shall provide cost (or credit), consultant hours, and other necessary information.

## **SUBMITTAL REQUIREMENTS**

### **'15/40/P**

#### *I. SUBMITTAL DOCUMENTS*

All interested proponents must be able to provide the products and services identified within the scope of work. Any other associated costs must be identified by the proponents and will be taken into consideration upon evaluation of the proposals received.

BDD shall have the right to reject proposal not accompanied by data, literature or samples required by this RFP, or a proposal that is incomplete or irregular.

#### *II. HOURLY RATES AND PROFESSIONAL FEE PROPOSAL*

Interested proponents must submit fixed cost rate for each of the analytical methods listed in Attachment 1. Each cost shall be accompanied by the lowest method detection limit (MDL) and reporting limit (RL) that the proponents can guarantee to achieve by each method. If under special circumstances the laboratory could achieve lower method detection limits or reporting limits at high costs, then proponents shall list such occasions. No guaranteed quantities will be purchased of any item in a year.

*Definition of MDL* (Minimum Detection Limit or Method Detection Limit): the minimum concentration of an analyte that can be distinguished from a blank with 99% confidence that the analytical concentration is greater than zero; the lowest concentration which an analyte can be detected in a sample that does not cause matrix interferences (typically determined by using spiked reagent water). This measurement is laboratory specific and usually dependent on the instrumentation used by that particular laboratory and the skills of the technician using it.

*Definition of Reporting Limit (RL)*: the lowest concentration that an analyte can be detected in a sample and its concentration can be reported with a reasonable degree of accuracy and precision. A criterion of  $\pm 20\%$  accuracy and 20% Relative Percent Difference for replicate determinations is often used to define "reasonable". The acceptable ranges depend on the analytical methodology used.

#### *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 submit a statement of qualifications (SOQ), quality control/quality assurance (QA/QC) manual, detection limits, results of EPA proficiency (WP and WS) tests and Idaho National Engineering and Environmental Laboratory Mixed Analyte Performance Evaluation Program (MAPEP) or its equivalent for radiological services. Only contractors that are capable of conducting all analyses listed in Attachment 1 and meeting the standards listed in this section shall be considered for award.

The Contractor must provide documentation (e.g. QA/QC manuals, copies of certifications) that the analytical laboratory, or its sub-contractors, is capable of performing the methods listed in Attachment 1. Laboratory systems and analytical methods shall be independently accredited by the National Environmental Laboratory Accreditation Conference (NELAC) or equivalent program. Laboratories shall use EPA-promulgated extraction and analytical methods appropriate for each analyte and medium sampled, as applicable. Laboratories must be qualified to perform in-house the majority of tests listed in Attachment 1.

Sub-contracting of services is permissible with the prior approval of BDD. Use of sub-contractors must be clearly marked in Attachment 1 and must be identified by company name for the specific analyte or analytical method. The prime contractor shall be wholly responsible for the entire performance in the contract whether or not subcontractors are used. The Contractor shall provide documentation demonstrating that all sub-contractors meet the requirements as specified in the Scope of Work, as applicable to the method(s).

## *V. PROPOSAL CONTENT*

### **A. PROPONENT 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.
  - d. Categories in which firm is legally qualified to do business in New Mexico.
- 4) Firm size, particularly in office where work proposed to be performed; and
- 5) 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) Provide SOQ as described in this RFP. Provide Attachment 1 and any other documentation requested in this RFP.
- 2) Describe sub-contractors and their qualifications.
- 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 EPA and Industry Standard Practices, costs, labor and trades, and procurement requirements and so forth in the region where the projects are located.
- 6) Discuss employee qualifications and competence in the field of analytical testing services.
- 7) Discuss the firm's existing workload and its capacity to handle the requirements of the BDD project.

**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.

**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). Include photographs of completed projects. 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 City 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

#### *VI. PROPOSAL FORMAT*

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

- 1) Table of Contents
- 2) Statement of Qualifications and Project Team Description and identification
- 3) Detailed Work Plan, based upon the RFP requirements and Scope of Work, and Attachment 1 with proposed MDL, RL, and Fee Schedule
- 4) Project Schedule
- 5) Schedule of Hourly Rates & Costs, if different from Attachment 1
- 6) Professional Fee Proposal, if different from Attachment 1
- 7) Resumes of proposed project team
- 8) Professional Errors & Omissions Insurance Certificate
- 9) 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**

**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 of 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

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

**Interviews** - interviews will be scheduled by the Buckman Direct Diversion. 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 QUALIFICATIONS

#### 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: '15/40/P

PROJECT: **BDD 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
<b>Design Approach/ Methodology;</b> Grasp of project requirements	25			250
<b>Relevant experience of firm and specific qualifications &amp; experience of project team, demonstrated by previous projects</b>	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
<b>Knowledge of Local Conditions;</b> <i>Industry Std. Construction practice; Labor &amp; Trades, bonding, seasonal construction limitations, project site, environmental, regulatory and procurement requirements.</i>	5			50
<b>Work Plan &amp; Project Schedule;</b> discussion of work elements and time frames	15			150
<b>Work Load:</b> <i>Consultant's staff size related to current uncompleted work and the amount of work proposed under this project.</i>	5			50
<b>Proposed Fees:</b> <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
<b>Total Score</b>	<b>100</b>			<b>1000</b>

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 '15/40/P**

**Buckman Direct Diversion Asset Management Plan**

CONSULTANT FIRM: \_\_\_\_\_

**INTERVIEW EVALUATION CRITERIA**

<b>Criteria</b>	<b>Weighted Value</b>	<b>(1=low, 10=high)</b>	<b>Total Score</b>	<b>Max Score</b>
<b>1. Grasp of project requirements and Presentation of Management Approach /Methodology:</b> 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
<b>2. Overall technical skills presentation skills:</b> 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
<b>3. Project Management:</b> 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
<b>4. Responses to other relevant issues:</b> raised by Selection Committee evaluation of firm's responses to committee 's questions and issues.	20			200
<b>5. Proposed Fees:</b> 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
<b>Total Score</b>	<b>100</b>			<b>1000</b>

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: \_\_\_\_\_

## Attachment 1

### Minimum Requirements for Laboratory Reports and Electronic Data Deliverables (EDDs)

Method and project-specific quality control requirements must be met including detection limits, calibration, blanks, matrix spikes, duplicates and control standards. All laboratory processes must be clearly documented and easily retrievable for inspection. Laboratories must be able to produce EDDs. The EDD shall be a simple Excel or CSV file.

The data packets shall include a detailed lab report whenever requested by BDD and always an EDDs. Detailed lab reports must contain sufficient information for a third party validation to recreate the analytical sequence. Detailed lab report must contain the following:

1. Chain-of-custody, sample receiving checklist, and any communications with the client about the sample delivery group.
2. Case narrative including notation of any deviations from the approved methods, QC failures, missed holding times or other anomalies.
3. Definition of qualifiers.
4. Analytical report meeting the requirements defined in NELAC standard.
5. Raw data – Initial calibration including calibration model used
6. Raw data – Calibration Verification Standard (CCV)
7. Raw data – Initial Calibration Verification Standard (ICV)
8. Raw data – Method blank
9. Raw data – Laboratory Control Sample (LCS)
10. Raw data – Matrix spike/matrix spike duplicate (MS/MSD)
11. Raw data – Interference check standards (for metals analysis)
12. Raw data – Post digestion spike
13. Raw data – Tunes
14. Raw data – Sample results
15. Raw data – Sample preparation methods
16. Raw data – other relevant information

EDDs shall be text delimited, either Excel file or CSV file, and include the following fields:

Lab sample ID  
Field ID  
Sample Date  
Sample Time  
Preparation Date  
Analysis Date  
QC batch  
Units  
MDL  
PQL

Sample Type (i.e. SAMP, MB, LCS, MS/MSD, CCV, ICV, etc.)  
Matrix  
Sample Result  
CAS Number  
Analyte Name  
Analytical Method  
Spike true value (QC and calibration samples)  
Percent recovery (QC samples)  
RPD (QC samples)  
Dilution factor  
Parent sample (for MS Lab ID of the sample)  
Lab Qualifier

The Laboratory must certify that the EDD is an accurate representation of the analytical and QC results. The EDD must contain the results of the ICV, CCV, Method blank, LCS/LCSD, MS/MSD and sample results. It is preferred that the Laboratory include the calibration standards in the EDD along with the concentration of the standard (placed in the Spike true value field). It is also preferred that the Laboratory include any post digestion spikes.

**Attachment 1**  
Fee Schedule

MDL means minimum or method detection limit. MDL is the minimum concentration of an analyte that can be distinguished from a blank with 99% confidence that the analytical concentration is greater than zero.

RL means the reporting limit. RL is the lowest concentration that an analyte can be detected in a sample and its concentration can be reported with reasonable degree of accuracy and precision.

<b>Analytes</b>	<b>Method</b>	<b>Sub-contractor</b>	<b>Proposed Alternative Method</b>	<b>Proposed MDL/RL</b>	<b>Cost for water sample/Required Volume</b>	<b>Cost for solid sample</b>
Suspended Sediment Concentration	ASTM:D3977-97					
Gross alpha	EPA:900.0					
Gross beta	EPA:900.0					
Strontium-90	ASTM 5811					
Americium-241	HASL-300:AM-241					
Radionuclides by gamma spec Ac-228 Bi-212 Bi-214 Cs-137 Cs-134 Co-60 Na-22 K-40 Pa-234m Pb-212 Pb-214 Tl-208 Th-238	EPA:901.1					
Neptunium-237	HASL-300					



Analytes	Method	Sub-contractor	Proposed Alternative Method	Proposed MDL/RL	Cost for water sample/Required Volume	Cost for solid sample
Na Ti U V Zn						

## Attachment 2

### 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:  
\_\_\_\_\_

**Attachment 5 Sample Contract**  
**BUCKMAN DIRECT DIVERSION BOARD**  
**PROFESSIONAL SERVICES AGREEMENT**

THIS AGREEMENT is made and entered into by and between the BUCKMAN DIRECT DIVERSION BOARD (the "BDDDB") and [Name of awarded firm], ("Contractor"). The date of this Agreement shall be the date when it is executed by the BDDDB.

**1. SCOPE OF SERVICES**

Contractor shall provide laboratory analysis of environmental samples, to include meeting standards for QA/QC and for reporting in accordance with the electronic data deliveries described therein. Contractor shall analyze environmental samples in accordance with approved US EPA, or industry accepted methods including specified EPA method detection limits or equivalent methods.

**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 BDDDB shall pay to Contractor in full payment for services rendered, a sum not to exceed [Contract Amount], plus applicable gross receipts taxes in accordance with the Fee Schedule provided in Exhibit "A" attached hereto.

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 June 30, 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 BDDDB and are not employees of the BDDDB. Contractor, and its agents and employees, shall not accrue leave, retirement, insurance, bonding, use of BDDDB vehicles, or any other benefits afforded to employees of the BDDDB 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 BDDDB.

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, Santa Fe County and, 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 Board's exposure to loss for the duration of this Agreement.

C. 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 million 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	\$2,000,000	Each Accident
Bodily Injury by Disease	\$2,000,000	Each Employee
Bodily Injury by Disease	\$2,000,000	Policy Limit

Contractor shall provide an endorsement that the insurer waives the right of subrogation against the Board, 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 Board 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 Board 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 Board, that the policy or policies providing coverage for Commercial General Liability must be endorsed to include as an Additional

Insured, the Board, 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 Board, 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 BDDDB's exposure to loss.

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

(5) The BDDDB 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 BDDDB. The BDDDB will reimburse Contractor for the cost of the additional premium for any coverage requested by the BDDDB 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 BDDB 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 BDDB 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 BDDB 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 BDDB 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 BDDB 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 BDDB 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 BDDB. 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 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:

**BDDB:** Charles Vokes, BDD Facilities 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:** Name of Awarded Firm  
Attn: Firm Representative  
Firm Mailing Address  
City State and Zip Code

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.

***[BALANCE OF PAGE INTENTIONALLY LEFT BLANK;***

***SIGNATURE PAGE FOLLOWS]***

**BUCKMAN DIRECT DIVERSION BOARD**

**CONTRACTOR:**

By: \_\_\_\_\_  
[Insert Name,]  
Chair

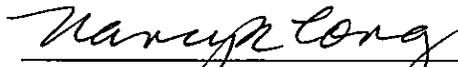
By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

Date: \_\_\_\_\_

NM Taxation & Revenue  
CRS #03-185297-00-1

**APPROVED AS TO FORM:**

City of Santa Fe Business  
Registration #

  
\_\_\_\_\_  
Nancy R. Long, BDDDB Counsel

**APPROVED:**

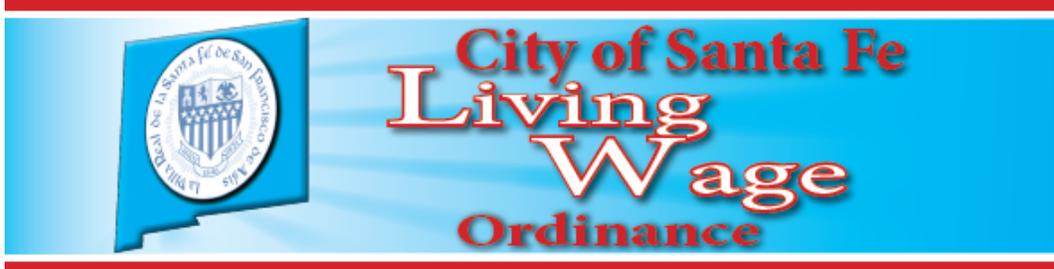
\_\_\_\_\_  
Oscar Rodriguez, City Finance Director

728000  
Business Unit/Line Item

**ATTEST:**

\_\_\_\_\_  
Yolanda Y. Vigil, City Clerk  
File Date: \_\_\_\_\_

Attachment 6



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

**\$10.84**  
**PER HOUR**

**Santa Fe's Living Wage**

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

**Who is Required to Pay the Living Wage?**

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

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