

# City of Santa Fe



## "REQUEST FOR PROPOSALS"

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ENGINEERING SERVICES FOR

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PASEO DE PERALTA ROAD DIET FEASIBILITY STUDY

RFP # '16/43/P

PROPOSAL DUE:

**June 24, 2016**

**2:00 P.M.**

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

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## **PART 1 – GENERAL INFORMATION**

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ADVERTISEMENT FOR PROPOSALS

PROPOSAL NUMBER '16/43/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 24, 2016. Any proposal received after this deadline will not be considered. The purpose of this proposal is for procurement of professional services for the following:

PASEO DE PERALTA ROAD DIET FEASIBILITY STUDY

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: 05/20/16  
To be published on: 05/26/16

Received by the Albuquerque Journal Newspaper on: 05/20/16  
To be published on: 05/26/16

**PROPOSAL SCHEDULE**

**RFP # '16/43/P**

- |    |  |   |
|----|--|---|
| 1. | Advertisement                                    | May 26, 2016  |
| 2. | Issuance of RFP'S:                               | May 26, 2016  |
| 3. | Receipt of proposals:                            | June 24, 2016 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:                         | July 6, 2016  |
| 5. | Interviews:                                      | July 13, 2016   |
| 6. | Recommendation of award<br>to Finance Committee: | August 3, 2016  |
| 7. | Recommendation of award<br>to City Council:      | August 10, 2016   |

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

## **INFORMATION FOR PROPONENTS**

### **RECEIPT OF PROPOSALS**

The City of Santa Fe (herein called "City"), invites firms to submit one original and six copies of the proposal. Proposals will be received by the Purchasing Office, until 2:00 p.m. local prevailing time, June 24, 2016.

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: '16/43/P  
Title of the proposal: Paseo de Peralta Road Diet Feasibility Study  
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.

### **PREPARATION OF PROPOSAL**

Vendors shall comply with all instructions and provide all the information requested. Failure to do so may disqualify your proposal. All information shall be given in ink or typewritten. Any corrections shall be initialed in ink by the person signing the proposal.

This request for proposal may be canceled or any and all proposals may be rejected in whole or in part, whenever the City of Santa Fe determines it is in the best interest of the city.

### **ADDENDA AND INTERPRETATIONS**

No oral interpretation of the meaning of any section of the proposal documents will be binding. Oral communications are permitted in order to make an assessment of the need for an addendum. Any questions concerning the proposal must be addressed prior to the date set for receipt of proposal.

Every request for such interpretation should be in writing addressed to, Purchasing Officer, 2651 Siringo Road Bldg. "H" Santa Fe, New Mexico, 87505 and to be given

consideration must be received at least (5) days prior to the date set for the receiving of proposals.

Any and all such interpretations and any supplemental instruction will be in the form of written addenda to the RFP, which if issued, will be delivered to all prospective firms not later than three days prior to the date fixed for the receipt of the proposals. Failure of any proposing firm to receive any such addenda or interpretations shall not relieve such firm from any obligation under their proposal as submitted. All addenda so issued shall become part of the contract documents.

The City reserves the right to not comply with these time frames if a critical addendum is required or if the proposal deadline needs to be extended due to a critical reason in the best interest of the City of Santa Fe.

### **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.

### **COMPLIANCE WITH CITY'S MINIMUM WAGE RATE ORDINANCE (LIVING WAGE ORDINANCE)**

Copies of the City of Santa Fe Ordinance No. 2003-8, passed by the Santa Fe City Council on February 26, 2003, and updated in March of 2016, **are attached as Exhibits D-1 (English) and D-2 (Spanish.)** 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.

### **METHOD OF AWARD**

The proposal is to be awarded based on qualified proposals as per the enclosed rating system and at the discretion and consideration of the governing body of the City of Santa Fe. The selection committee may interview the top three rated proponents; however, contracts may be awarded without such interviews. At its discretion the city reserves the right to alter the membership or size of the selection committee. The City reserves the right to change the number of firms interviewed.

### **RESIDENT, LOCAL OR VETERANS PREFERENCE**

#### **A. 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 would 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.

#### **B. 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%.

**C. 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.

### **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**

### **GENERAL**

When the City's Purchasing Officer issues a purchase order document in response to the vendor's bid, a binding contract is created.

### **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.

### **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.

### **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.

### **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.

### **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 the Public Works Department (PWD) Engineering Division, for review and approval prior to being processed. Do NOT submit invoices directly to THE CITY PURCHASING AGENT and NOT to ACCOUNTS PAYABLE.

### **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.

**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.

**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.

**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.

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**SCOPE OF SERVICES**  
**'16/43/P**  
**PASEO DE PERALTA**  
**ROAD DIET FEASIBILITY STUDY**

**PURPOSE**

The City of Santa Fe, Public Works Department hereby requests proposals from qualified firms to provide engineering services related to **Paseo de Peralta Road Diet Feasibility Study** in the City of Santa Fe, New Mexico.

**BACKGROUND**

The Paseo de Peralta corridor from S. Guadalupe to E. Alameda serves to link the major thoroughfares of Santa Fe to the many historic, cultural, commercial, and governmental attractions found in downtown Santa Fe. The Metropolitan Planning Organization (MPO) has identified this roadway as a location that could benefit from lane reallocation to improve safety and increase connectivity of on-street bicycle facilities.

**PROJECT DESCRIPTION**

1.1 GEOGRAPHIC LIMITS OF PROJECT/DESCRIPTION OF EXISTING LANES

**A Description:**

- 1) The study area consists of approximately one (1) mile of Paseo de Peralta (southern corridor) between S. Guadalupe Street and E. Alameda Street and is located in the Business Capitol District in downtown Santa Fe.
- 2) Paseo de Peralta is classified as an Urban Minor Arterial with a posted speed limit of 25 miles per hour.
- 3) There are currently two (2) travel lanes in each direction; no parking lanes, no dedicated bike lanes; and a landscaped median with left turn bays for more than half of the project.

**B Typical Sections:** There are two (2) different typical sections within the study area.

- 1) The first typical section, from Guadalupe Street to Acequia Madre, consists of four (4) travel lanes separated by a central median with left turn lanes.
- 2) The second section, from Acequia Madre to W. Alameda consists of four (4) travel lanes separated by a double yellow stripe.

**C ROW:** The City does not anticipate a need for any Right-of-Way acquisition.

**D Intersections:** List of intersections included in this study:

- 1) Paseo de Peralta/S. Guadalupe St. - Signalized
- 2) Paseo de Peralta/Cerrillos Rd. - Signalized

- 3) Paseo de Peralta/Galisteo St. – Signalized
- 4) Paseo de Peralta/Don Gaspar Ave. – Signalized
- 5) Paseo de Peralta/Old Santa Fe Trail - Signalized
- 6) Paseo de Peralta/Acequia Madre - Stop Controlled
- 7) Paseo de Peralta/E. Alameda St. – Signalized

## 1.2 STUDY GOALS

- A **Road Diet Feasibility:** The first goal of this traffic study is to determine the feasibility of implementing a road diet on Paseo de Peralta in downtown Santa Fe. The road diet would reduce the number of travel lanes in each direction to one lane and reallocate lane space to create new bicycle lanes. In the case of the second, narrower typical section, as described previously in section 3.1B 1) b); space would also be reallocated to create a two-way left turn (TWLT) lane.
- B **Signal Warrant Analysis:** The second goal of the study is to determine if a new signal is needed at the intersection of Acequia Madre and Paseo de Peralta that is currently controlled with one stop sign on the minor street.
- C **New Timing Plans:** The third goal of the study is to develop new optimized timing plans for this network of signals, based on the ultimate lane configuration accepted by the PWD. If a Road Diet is deemed feasible, the new timing plans will be developed based on a lane configuration approved by the PWD; however if the City doesn't opt to implement a Road Diet, then new timing plans will be developed for the existing lane configuration.

## STUDY TASKS

### 2.1 DATA COLLECTION

- A **Six hour Turning Movement Counts**
- 1) Manual turning movement volumes will be collected on the following daily scenarios; THURSDAY, FRIDAY, and SATURDAY and for the following time periods:
    - a) A.M. Peak Hour                      7:00 – 9:00 a.m.
    - b) NOON Peak Hour                      11:30 a.m. – 1:30 p.m.
    - c) P.M. Peak Hour                      4:00 – 6:00 p.m.
  - 2) As many of the counts will be collected concurrently as possible for each of the three daily scenarios, Thursday, Friday, and Saturday. The remaining counts will be collected on successive weeks.

- 3) Classification will include cars, buses, trucks, bicycles, and pedestrians.
- 4) The data will be tabulated in 15-minute intervals.

**B Control Volume Counts**

- 1) Concurrent volume counts using pneumatic road tube counters will be set for a two-week period. Two locations will be identified in collaboration with City Staff.

**C City provided Data**

- 1) The City of Santa Fe shall provide the Signal Timing models (Synchro) for the existing signals; however, the City does not guarantee the accuracy of the supplied information.
- 2) The Consultant shall be responsible for verification of the timing plan information, prior to utilizing said information to generate traffic analysis models.

**2.2 TECHNICAL ANALYSIS**

**A Special Evaluations of two specific Intersections**

- 1) **Acequia Madre Intersection**
  - a) Evaluate signal warrants at the intersection of Acequia Madre and Paseo de Peralta.
  - b) If this intersection meets warrants for a signal and the City Traffic Engineer concurs, then it shall be evaluated as a signalized intersection in the traffic analyses.
- 2) **E. Alameda Intersection** – E. Alameda is at the terminus of the study area. The northbound approach currently has three lanes, a left-turn lane, a through (Thru) lane and a right-turn lane with inadequate space for a bike lane. In order to accommodate bike lanes on the northbound approach a new lane configuration may be required:
  - a) Consider two approach lanes in the northbound direction that could free up space for a bike lane, a Left-turn only lane and a shared Thru- Right lane.
  - b) Determine if this intersection would operate at an acceptable LOS utilizing the above suggested lane configuration on the northbound approach;
    - i) If the LOS is acceptable, then incorporate this layout into the road diet model;
    - ii) If the LOS is unacceptable, then the Consultant shall work with the PWD to agree on upon an acceptable layout.

**B Operational modeling**

- 1) Model the intersections in Synchro 9 utilizing the existing timing plan obtained from the Public Works Department with the new traffic data you will have collected in Task 1. Create traffic models for each peak hour, (a.m. /noon/p.m.), for each daily scenario, (Thursday/Friday/Saturday), and for each of the following cases:
  - a) Existing lane configuration with the existing timing plan;
  - b) Existing lane configuration with a new timing plan that optimizes signal progression; and
  - c) Reconfigured lanes for road diet using a new timing plan that optimizes signal progression (*include a signalized Acequia Madre if approved by the City Engineer and the specific lane configuration for northbound Paseo de Peralta at E. Alameda if it is determined to operate satisfactorily*).

**C Intersection Analyses:**

- 1) Evaluate each intersection model, using the following measures of effectiveness, (MOE):
  - a) Level of Service (LOS)
  - b) Control Delay, and
  - c) Volume to capacity (v/c) ratio

**D Arterial LOS Analyses:**

- 1) Perform Arterial LOS calculations for each of the models

**2.3 PUBLIC INVOLVEMENT**

- A The Consultant shall conduct a least one Public Outreach meeting to present the study results, gather public input, and respond to questions.
- 1) The Consultant shall be responsible for the implementation and all costs incurred in presenting a public involvement meeting.
  - 2) The Consultant shall be responsible for following City development code, Chapter 14-3.1(F), Early Neighborhood Notification (ENN) Procedures.

**2.4 DELIVERABLES:**

**A Road Diet Feasibility Report:**

- 1) Present the Results of the Study:
  - a) Summarize the results of the intersection analyses;
  - b) Note any failing approaches;
  - c) Compare the Existing Arterial LOS with optimized signal progression, to the proposed Road Diet Arterial LOS with optimized signal progression.
  - d) Provide Conclusions; and
  - e) Make a recommendation as to the feasibility of the road diet.

- 2) Provide a conceptual plan and preliminary cost estimate to implement the road diet (if feasible)
- 3) Summarize the comments results of the public involvement meeting

**B *Timing Plans***

- 1) Develop Timing plans based on an approved ultimate lane configuration. Generate timing plans optimized for signal progression for each of three 24-hour program periods;
  - a) Monday – Thursday;
  - b) Friday; and
  - c) Saturday - Sunday.
- 2) The timing plans shall be compatible with the City's existing Signal equipment; and
- 3) In order to facilitate the implementation of these timing plans by the City Signal crews; these timing plans shall be provided in an acceptable format as approved by the PWD, Traffic Operations Section.

**SUBMITTAL REQUIREMENTS**  
**'16/43/P**

**SUBMITTAL PACKET**

One original and six (6) copies of the proposal packet shall be submitted. Proposal packets must be 8 ½" x 11" pages, landscape or portrait format. The smallest acceptable pitch is 12 point with nominal 1" margins and normal line spacing.

**PROPOSAL FORMAT**

For uniformity of review and evaluation of proposals, use the following format in preparing your proposal:

- A. Table of Contents
- B. Detailed Work Plan Based on Scope of Work
- C. Quality Assurance Plan
- D. Statement of Qualifications:
  - 1. Firm Data
  - 2. Project Team Description & Organizational Chart,
  - 3. Experience including past experiences on similar projects
  - 4. Knowledge of Local Conditions,
  - 5. Resource Availability and Work Load,
  - 6. Associations
- E. Errors and Omissions Insurance Certificate
- F. Any Additional Pertinent Information
- G. Resumes
- H. Unit Rate Schedule / Fee Proposal

The proposal shall be limited to 20 pages for item "A" through "F". Additional information, resumes, and fee proposal pages are unlimited. However, bear in mind that there is a practical limit to how much material selection team members can review in a limited time. Label each item clearly.

**DETAILED WORK PLAN BASED ON SCOPE OF WORK**

The packet should be as concise as possible. The submittal should include the work team members' names and classification for all services to be performed including sub-consultants. It will be used to evaluate the proponents' level of understanding of the described project scope and the amount of work to be performed by the prime consultant versus sub-consultants.

**PROJECT SCHEDULE**

The consultant shall submit a project schedule that shows the order of tasks, task duration, and the major milestones of the study. The City expects the consultant to adhere to the negotiated schedule and perform in a timely manner. Milestone dates

may include, but are not limited to data collection and analysis, public involvement meeting, and submittal of the final feasibility report and signal timing plans.

The packet should be as concise as possible. The submittal should include the work team members' names and classification for all services to be performed including sub-consultants. It will be used to evaluate the proponents' level of understanding of the described project scope and the amount of work to be performed by the prime consultant versus sub-consultants.

**STATEMENT OF QUALIFICATIONS**

All work must be done by or under the direct supervision of Engineers and Surveyors registered to practice in New Mexico. Proposals shall provide responses to the following items to describe the consultant firm's organization, capabilities, specialties, experience, and local knowledge.

**Firm Data**

1. Official Name of Business
2. Types of Services provided
3. Legal Form
  - a. Individual, partnership, corporation joint venture, or other
  - b. Date of establishment under current name.
  - c. Former names, locations, dates
  - d. Names, titles, professional registration, addresses of firm owner, partners or officers.
  - e. Categories in which firm is legally qualified to do business in New Mexico.
4. Firm Size – State the current number and type of regular full time employees in office or facility that would be performing the work for this project. How long have these employees been with the firm?
5. Facilities – Describe the office or facility that would be performing the work for this project. Describe field facilities and equipment available for use on this project. State the location of each.

**Project Team Description and Organizational Chart**

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.
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.

**Experience/Past Performance**

Discuss recent (within the past three years) experience of the firm and project team on projects similar to this project. List particular projects, their completion dates in comparison to original schedule, costs vs. budget, 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. If the proposing Consultant is going to use other consulting firms to accomplish parts of the work, list the firm, the firm's location, the licensed professional at the firm who would be responsible for the work and their area of expertise.

**Knowledge of Local Conditions**

Demonstrate recent knowledge and experience with City Public Works 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.

**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.)

**Associations**

The City of Santa Fe desires to contract with only one principal design firm for this project; however, the use of specialty firms for surveying, soils investigations, etc. is recognized.

With respect to joint ventures, associations, or subcontracts with other firms, describe recent associations on completing projects and your ability to effectively coordinate and manage a combination of firms. Indicate who the firms were.

**ERRORS AND OMISSIONS INSURANCE**

All firms wishing to provide professional engineering design services on City projects must carry standard Errors and Omissions Insurance in the minimum amount of \$1,000,000.00. 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 proposal.

**RESUMES**

For sake of uniformity, submit the resumes of key members of the project team, including subcontractors, for design, construction management and construction inspection 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

**UNIT RATE SCHEDULE**

A detailed unit rate schedule (**see Exhibit B-2, attached**) or summary shall be submitted and made part of the proposal. The Unit Rate Schedule shall show unit rates for all classifications of labor (i.e. Engineer, Architect, Surveyor, Technician, Draftsperson, Clerk, etc.) categorized by “Consultant Staff”; “Sub-consultant team members”; and “Direct Costs” (i.e. per diem, mileage, printing/reproduction, etc.). Unit wage rates for all labor classes (prime and sub-consultants) shall also show overhead and profit rates and resultant “fully loaded rate”. Per diem and mileage, rate costs shall be current state and federal rates.

Audited overhead rates shall be documented on Overhead Information Forms (**see Exhibit B-3, attached**). The consultant shall furnish one form to document the current, or proposed, rate and a second form documenting the previous year audited overhead rate. During negotiation, proposed overhead rates will be evaluated for rationality and general business practice in the local region. Cost Summary and audit information forms must be completed and submitted for sub-agreements.

***NOTE: PROPOSALS NOT CONFORMING TO THE SUBMITTAL REQUIREMENTS MAY BE CONSIDERED NON-RESPONSIVE AND NOT EVALUATED.***

## EVALUATION CRITERIA AND WEIGHTED VALUES

RFP# '16/43 /P

PROJECT: Paseo de Peralta Road Diet Feasibility Study

NAME OF CONSULTANT FIRM: \_\_\_\_\_

**EVALUATION CRITERIA:**

The consultant selection will be based upon evaluation of the proposal and the consultant firm relative to the evaluation criteria.

Proposal Component	Weighted Value	Evaluation Points (1 = low, 10 = High)	Total Score	Max Score
<b>Cost:</b> Consider the unit cost of the proposed staff. Is it too high/low?	20			200
<b>Project Understanding &amp; Approach:</b> Consider the proposed approach and methodology to project assignments. Does the proponent have a sufficient comprehension of project assignments and a flexible approach to project constraints?	20			200
<b>Experience, Training, &amp; Education:</b> Consider the technical training, education and experience of the proposed project team and the firm. Do the qualifications of the proposed team relate with the specific technical needs of project assignments?	10			100
<b>Past Performance:</b> Consider the <b>work quality</b> (competent designs, and accurate plans), <b>cost controls</b> , and <b>timelines</b> (ability to mobilize quickly, adherence to schedule deadlines) of previous work for the City or other entity.	15			150
<b>Knowledge of Local Conditions:</b> Is the firm and project team familiar with local neighborhood issues, local design and construction practices? Do they have familiarity with the project site, and environmental and regulatory requirements?	10			100

**PROPOSAL REQUIREMENTS**

<b>Quality Assurance:</b> Consider the proponents' quality control as related to schedule compliance, cost controls, and plan verification.	5			50
<b>Quality of Proposal:</b> Is the proponent's knowledge and ability for this project clearly and concisely conveyed? Is all the information readily available and present?	10			100
<b>Resource Availability:</b> Consider the workload of the firm and of the proposed project team. Are adequate personnel, equipment, and facilities proposed? Also, consider the size of the proponent's staff related to current uncompleted work and the volume of work proposed under this project.	10			100
<b>Total Score</b>	100			1000
Multiply the Total Score by factor of 1.08 if company has an approved local preference certification form included with proposal:				1080

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

**SELECTION COMMITTEE EVALUATOR**

**SIGNATURE:** \_\_\_\_\_ **DATE:** \_\_\_\_\_

*PRINTED NAME:* \_\_\_\_\_

*DEPARTMENT & DIVISION:* \_\_\_\_\_

## **EVALUATION COMMITTEE MEMBERS**

The committee may consist of representatives from the following departments:

- 1) Finance Department
  - a) Purchasing Division
- 2) Public Works Department
  - a) Engineering Division
  - b) Streets and Drainage Division
- 3) Metropolitan Planning Organization
  - a) City of Santa Fe Bicycle Plan

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

Scores of the evaluation committee members evaluations will be totaled to determine the top rated firms based on the written proposal.

Interviews, at the option of the City, will be scheduled for the top three rated firms, if deemed necessary. They will consist of a 20-minute presentation by the Proponent, and a 30-minute question and answer period. Scores totaled from the interview evaluations will determine the final top rated firm, unless other tangible extenuating circumstances are documented.

***NOTE: UNLESS NOTED ELSEWHERE IN THIS RFP, THE SAME EVALUATION FORM WILL BE USED TO SEPARATE THE INTERVIEW SCORES.***

## **PART III - EXHIBITS**

### **A. Local Preference forms**

- a. Instructions A-1
- b. Local Preference Application A-2
- c. Veteran's Preference Application A-3

### **B. Cost forms**

- a. Work-Hour Estimate B-1
- b. Unit Rate Schedule B-2
- c. Overhead B-3

### **C. Sample PSA Contract**

**C-1 to C-6**

### **D. Living Wage Ordinance**

- a. English D-1
- b. Spanish D-2

**EXHIBIT A-1**  
**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.

EXHIBIT A-2  
LOCAL PREFERENCE CERTIFICATION FORM

RFP/RFB NO: \_\_\_\_\_

Business Name: \_\_\_\_\_

Principal Office: \_\_\_\_\_  
Street Address City State Zip Code

City of Santa Fe Business License # \_\_\_\_\_ (Attach Copy to this Form)

Date Principal Office was established: \_\_\_\_\_ (Established date must be six months before date of Publication of this RFP or RFB).

CERTIFICATION

I hereby certify that the business set out above is the principal Offeror submitting this offer or is one of the principal Offerors jointly submitting this offer (e.g. as a partnership, joint venture). I hereby certify that the information which I have provided on this Form is true and correct, that I am authorized to sign on behalf of the business set out above and, if requested by the City of Santa Fe, will provide within 3 working days of receipt of notice, the necessary documents to substantiate the information provided on this Form.

Signature of Authorized Individual: \_\_\_\_\_

Printed Name: \_\_\_\_\_

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

Subscribed and sworn before me by \_\_\_\_\_ this \_\_\_\_\_, day of \_\_\_\_\_

My commission expires \_\_\_\_\_  
Notary Public

SEAL

YOU MUST RETURN THIS FORM WITH YOU OFFER



**EXHIBIT B-1  
WORK-HOUR ESTIMATE**

<b>WORK-HOUR SCHEDULES</b> <b>Engineering Services for:</b> <u><b>Paseo de Peralta Road Diet Feasibility Study</b></u>		
	<b>Activity</b>	<b>Estimated Work-Hours*</b>
<b>1</b>	<b>Data Collection</b>	
	Subtotal Data Collection hours	
<b>2</b>	<b>Traffic Analyses</b>	
	Subtotal Traffic Analyses hours	
<b>3</b>	<b>Public Involvement</b>	
	Subtotal Public Involvement hours	
<b>4</b>	<b>Deliverables</b>	
<b>4-a</b>	<b>Preparation and submittal of Feasibility Report</b>	
<b>4-b</b>	<b>Preparation and submittal of New Signal Timing Plans.</b>	
	Subtotal report preparation hours	
	<b>Total Estimated Consultant-Hours</b>	

\*Work-hours are for estimating purposes. Final Fee will be negotiated if the City elects to use the services

**EXHIBIT B-2**  
**UNIT RATE SCHEDULE**  
 CITY OF SANTA FE, NEW MEXICO PUBLIC WORKS DEPARTMENT

ENGINEERING COST SUMMARY				
PART 1 - GENERAL				
1. NAME OF PROJECT: <b>Paseo de Peralta Road Diet Feasibility Study</b>			2. CIP #:	
3. NAME OF CONTRACTOR:			4. DATE OF PROPOSAL:	
5. ADDRESS OF CONTRACTOR:		6. TYPE OF SERVICE TO BE FURNISHED:		
A. WORK ELEMENT:				
PART 2 - COST SUMMARY				
BASIC SERVICES				
7. DIRECT LABOR (specify categories)	ESTIMATED HOURS	HOURLY RATE	ESTIMATED COST	TOTALS
DIRECT LABOR TOTAL:				
8. OVERHEAD (specify cost pool)	RATE	X BASE	ESTIMATED COST	
OVERHEAD TOTAL:				
9. FEE OR PROFIT (show rate and base)				
SUPPLEMENTAL SERVICES				
10. SUBCONTRACTS (Identify & purpose)			ESTIMATED COST	
SUBCONTRACTOR TOTAL:				
11. SPECIAL EQUIPMENT	RATE	ESTIMATED HOURS	ESTIMATED COST	
EQUIPMENT TOTAL:				
12. TRAVEL			ESTIMATED COST	
A. transportation:				
B. per diem:				
TRAVEL TOTAL:				
13. OTHER REIMBURSABLE COST			ESTIMATED COST	
OTHER REIMBURSABLE TOTAL:				
SUBTOTAL ITEMS 7-12:				
14. GROSS RECEIPTS				
15. TOTAL PRICE				
16. SIGNATURE OF PREPARER		OWNER'S REVIEW BY		ENGINEERING PROJECT MANAGEMENT DIVISION

**EXHIBIT B-3  
OVERHEAD**

PROJECTED FISCAL YEAR OVERHEAD INFORMATION  
PAYROLL BURDEN AND GENERAL ADMINISTRATIVE COSTS

YEAR _____ (AS PER AUDIT INFORMATION)	Amount	Percent
Base Productive Salaries		100%
<b>Payroll Burden</b>		
Holidays and Excused Time		
Vacations and Pay in Lieu There of		
Sick Leave		
Social Security Tax		
Federal Unemployment		
State Unemployment		
Workmen's Compensation Insurance		
Group Life Insurance		
Group Health Insurance		
Retirement		
<b>Subtotal – Payroll Burden</b>		
<b>General and Administrative Costs</b>		
General and Administrative Salaries		
Accounting, stenographic & clerical salaries		
Nonproductive Technical Salaries		
Salaries – Proposal Preparation Costs		
Employee Incentive Salaries		
Reproduction Costs, Materials & Supplies		
Office and Storage Rentals		
Light, Heat, Power		
Telephone & Telegraph		
Postage & Expenses		
Legal, Auditing and Professional		
Insurance – General		
Errors and Omissions Insurance		
Repairs and Maintenance – Office Building		
Repairs and Maintenance – Office and Engineering Equipment		
Office, Engineering, Drafting Supplies		
Personnel, Recruiting, and Education		
Miscellaneous Expense		
Pre-contract and Proposal Costs		
Employee Expense		
Depreciation of Office & Engineering Equipment		
Computer Services and Programs		
State Income Taxes		
State Franchise & Personal Property Taxes		
Real Estate, Sales Taxes, and Other Taxes		
Interest Expense		
Contributions		
Uncollectible Accounts		
Key Personnel Life Insurance		
Prof. Registrations, Memberships, & Subscriptions		
Entertainment		
<b>Subtotal – General Administrative</b>		

**EXHIBIT C  
SAMPLE CONTRACT**

**CITY OF SANTA FE  
PROFESSIONAL SERVICES AGREEMENT**

THIS AGREEMENT is made and entered into by and between the City of Santa Fe (the "City") and \_\_\_\_\_ (the "Contractor"). The date of this Agreement shall be the date when it is executed by the City.

1. SCOPE OF SERVICES

A. The Contractor shall provide engineering services for the City with regard to the **Paseo de Peralta Road Diet Feasibility Study (the "Project")**, in conjunction with EXHIBIT "A", attached hereto and made a part thereof.

B. The Contractor shall perform the work within the schedule approved by the City for each project assignment or task. Time is of the essence, and if the Contractor fails to complete the work for each project assignment or task in accordance with the City approved Project Schedule, the Contractor agrees to pay the City the amount of one hundred twenty-five dollars (\$125) for each day any phase of the project remains uncompleted, not as a penalty, but as liquidated damages for breach of this Agreement. The amount of liquidated damages shall be withheld from the final payment to the Contractor. If the amount of liquidated damages exceeds the amount due, the Contractor agrees to pay the City the additional amount within 60 calendar days.

C. If the times for completion of any phase shown on the Project Schedule, are exceeded for reasons beyond the control of the Contractor, then the parties may agree to amend the schedule to extend the time within which Contractor shall complete the project or phase thereof.

D. If the Contractor's services for the project are delayed or suspended in whole or part by the owner for more than one year for reasons beyond the Contractor's control, the Contractor's fee for remaining work shall be subject to equitable adjustment.

E. The parties agree that the Contractor is principally responsible for performing plan checks and verifications of quantities and computations before submitting final documents to the City. If, in the City's review of plans specifications, substantive errors and discrepancies are apparent, requiring the City to make detailed checks and verifications of the Contractor's work, the Contractor agrees to pay the City the rate of \$60.00 per hour for the time spent by the City checking and verifying the Contractor's work.

F. The City shall issue to the Contractor a written authorization to proceed for each phase of the project.

2. STANDARD OF PERFORMANCE; LICENSES

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

B. The Contractor agrees to obtain and maintain throughout the term of this Agreement, all applicable professional and business licenses required by law, for itself, its employees, agents, representatives and subcontractors.

3. COMPENSATION

A. Total compensation under this contract is \_\_\_\_\_ **Dollars** (**\$\_\_\_\_\_**), including applicable gross receipts taxes in total for the term of this agreement. The Unit Rate Schedule, attached as Exhibit B, shall be used by the Contractor in the assembly of cost proposals for individual project assignments or tasks.

B. The Contractor shall be responsible for payment of gross receipts taxes levied by the State of New Mexico on the sums paid under this Agreement.

C. Payment shall be made upon receipt and approval by the City of detailed statements containing a report of services completed and in accordance with the Unit Rate Schedule, as described in EXHIBIT "B", attached hereto and made a part thereof. 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 City for the performance of this Agreement. If sufficient appropriations and authorization are not made by the City, this Agreement shall terminate upon written notice being given by the City to the Contractor. The City's decision as to whether sufficient appropriations are available shall be accepted by the Contractor and shall be final.

5. TERM AND EFFECTIVE DATE

This Agreement shall be effective when signed by the City and terminate on Month **DD**, **2016**, unless sooner pursuant to Article 6 below.

6. TERMINATION

A. This Agreement may be terminated by the City upon 10 days written notice to the Contractor.

(1) The Contractor shall render a final report of the services performed up to the date of termination and shall turn over to the City original copies of all work product, research or papers prepared under this Agreement.

(2) If compensation is not based upon hourly rates for services rendered, the City shall pay the Contractor for the reasonable value of services satisfactorily performed through the date Contractor receives notice of such termination, and for which compensation has not already been paid.

(3) If compensation is based upon hourly rates and expenses, then Contractor shall be paid for services rendered and expenses incurred through the date Contractor receives notice of such termination.

7. STATUS OF CONTRACTOR; RESPONSIBILITY FOR PAYMENT OF EMPLOYEES AND SUBCONTRACTORS

A. The Contractor and its agents and employees are independent contractors performing professional services for the City and are not employees of the City. The Contractor, and its agents and employees, shall not accrue leave, retirement, insurance, bonding, use of City vehicles, or any other benefits afforded to employees of the City as a result of this Agreement.

B. Contractor shall be solely responsible for payment of wages, salaries and benefits to any and all employees or subcontractors retained by Contractor in the performance of the services under this Agreement.

C. The Contractor shall comply with City of Santa Fe Minimum Wage, Article 28-1-SFCC 1987, as well as any subsequent changes to such article throughout the term of this contract.

8. CONFIDENTIALITY

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

9. CONFLICT OF INTEREST

The Contractor warrants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services required under this Agreement. Contractor further agrees that in the performance of this Agreement no persons having any such interests shall be employed.

10. ASSIGNMENT; SUBCONTRACTING

The Contractor shall not assign or transfer any rights, privileges, obligations or other interest under this Agreement, including any claims for money due, without the prior written consent of the City. The Contractor shall not subcontract any portion of the services to be performed under this Agreement without the prior written approval of the City.

11. RELEASE

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

12. INSURANCE

A. The Contractor, at its own cost and expense, shall carry and maintain in full force and effect during the term of this Agreement, comprehensive general liability insurance covering bodily injury and property damage liability, in a form and with an insurance company acceptable to the City, with limits of coverage in the maximum amount which the City could be held liable under the New Mexico Tort Claims Act for each person injured and for each accident resulting in damage to property. Such insurance shall provide that the City is named as an additional insured and that the City is notified no less than 30 days in advance of cancellation for any reason. The Contractor shall furnish the City with a copy of a Certificate of Insurance as a condition prior to performing services under this Agreement.

B. Contractor shall also obtain and maintain Workers' Compensation insurance, required by law, to provide coverage for Contractor's employees throughout the term of this Agreement. Contractor shall provide the City with evidence of its compliance with such requirement.

C. Contractor shall maintain professional liability insurance throughout the term of this Agreement providing a minimum coverage in the amount required under the New Mexico Tort Claims Act. The Contractor shall furnish the City with proof of insurance of Contractor's compliance with the provisions of this section as a condition prior to performing services under this Agreement.

13. INDEMNIFICATION

The Contractor shall indemnify, hold harmless and defend the City from all losses, damages, claims or judgments, including payments of all attorneys' fees and costs on account of any suit, judgment, execution, claim, action or demand whatsoever arising from Contractor's performance under this Agreement as well as the performance of Contractor's employees, agents, representatives and subcontractors.

14. NEW MEXICO TORT CLAIMS ACT

Any liability incurred by the City of Santa Fe in connection with this Agreement is subject to the immunities and limitations of the New Mexico Tort Claims Act, Section 41-4-1, et. seq. NMSA 1978, as amended. The City and its "public employees" as defined in the New Mexico Tort Claims Act, do not waive sovereign immunity, do not waive any defense and do not waive any limitation of liability pursuant to law. No provision in this Agreement modifies or waives any provision of the New Mexico Tort Claims Act.

15. THIRD PARTY BENEFICIARIES

By entering into this Agreement, the parties do not intend to create any right, title or interest in or for the benefit of any person other than the City and the Contractor. No person shall claim any right, title or interest under this Agreement or seek to enforce this Agreement as a third party beneficiary of this Agreement.

16. RECORDS AND AUDIT

The Contractor shall maintain, throughout the term of this Agreement and for a period of three years thereafter, detailed records that indicate the date, time and nature of services rendered. These records shall be subject to inspection by the City, the Department of Finance and Administration, and the State Auditor. The City shall have the right to audit the billing both before and after payment. Payment under this Agreement shall not foreclose the right of the City to recover excessive or illegal payments.

17. APPLICABLE LAW; CHOICE OF LAW; VENUE

Contractor shall abide by all applicable federal and state laws and regulations, and all ordinances, rules and regulations of the City of Santa Fe. In any action, suit or legal dispute arising from this Agreement, the Contractor agrees that the laws of the State of New Mexico shall govern. The parties agree that any action or suit arising from

this Agreement shall be commenced in a federal or state court of competent jurisdiction in New Mexico. Any action or suit commenced in the courts of the State of New Mexico shall be brought in the First Judicial District Court.

18. AMENDMENT

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

19. SCOPE OF AGREEMENT

This Agreement incorporates all the agreements, covenants, and understandings between the parties hereto concerning the services to be performed hereunder, and all such agreements, covenants and understandings have been merged into this Agreement. This Agreement expresses the entire Agreement and understanding between the parties with respect to said services. No prior agreement or understanding, verbal or otherwise, of the parties or their agents shall be valid or enforceable unless embodied in this Agreement.

20. NON-DISCRIMINATION

During the term of this Agreement, Contractor shall not discriminate against any employee or applicant for an employment position to be used in the performance of services by Contractor hereunder, on the basis of ethnicity, race, age, religion, creed, color, national origin, ancestry, sex, gender, sexual orientation, physical or mental disability, medical condition, or citizenship status.

21. SEVERABILITY

In case any one or more of the provisions contained in this Agreement or any application thereof shall be invalid, illegal or unenforceable in any respect, the validity, legality, and enforceability of the remaining provisions contained herein and any other application thereof shall not in any way be affected or impaired thereby.

22. NOTICES

Any notices required to be given under this Agreement shall be in writing and served by personal delivery or by mail, postage prepaid, to the parties at the following addresses:

City of Santa Fe:  
Engineering Division, PWD  
Attn: Sandra Kassens or John Romero  
P.O. Box 909  
Santa Fe, New Mexico 87504-0909

Contractor: \_\_\_\_\_

23. EXHIBITS

The following Exhibits are attached to and made a part of this agreement:  
Exhibit A – Scope of Work  
Exhibit B – Unit Rate Schedule

REQUEST FOR PROPOSALS ONLY

CITY OF SANTA FE:

CONTRACTOR:

\_\_\_\_\_  
JAVIER M. GONZALES, MAYOR

\_\_\_\_\_  
NAME & TITLE

DATE: \_\_\_\_\_

\_\_\_\_\_  
CRS# \_\_\_\_\_  
CITY OF SANTA FE BUSINESS  
REGISTRATION # \_\_\_\_\_

ATTEST:

\_\_\_\_\_  
YOLANDA Y. VIGIL, CITY CLERK

APPROVED AS TO FORM:

*KAB* *4/18/16*  
\_\_\_\_\_  
KELLEY A. BRENNAN, CITY ATTORNEY

APPROVED:

\_\_\_\_\_  
OSCAR S. RODRIGUEZ, FINANCE DIRECTOR

Business Unit/Line Item:  
\_\_\_\_\_

EXHIBIT D-1  
SANTA FE MINIMUM WAGE ORDINANCE -ENGLISH



PURSUANT TO THE CITY OF SANTA FE  
LIVING WAGE ORDINANCE, SECTION 28-1 SFCC 1987  
EFFECTIVE MARCH 1, 2016 ALL WORKERS WITHIN THE  
CITY OF SANTA FE  
SHALL BE PAID A LIVING WAGE OF

**\$10.91**  
**PER HOUR**

**Santa Fe's Living Wage**

-  The Santa Fe Living Wage Ordinance establishes minimum hourly wages.
-  The March 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 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)

EXHIBIT D-2  
SANTA FE MINIMUM WAGE ORDINANCE - SPANISH



EFFECTIVO DESDE EL DÍA PRIMERO DE MARZO DE 2016  
PARA TODOS LOS TRABAJADORES QUE LABOREN  
DENTRO DE LOS LÍMITES DE LA CIUDAD DE SANTA FE  
EL SALARIO MÍNIMO ESTABLECIDO QUE DEBERÁ SER  
PAGADO ES DE

**\$10.91**  
**POR HORA**

**Salario Mínimo para la ciudad de Santa Fe**

-  La ciudad de Santa Fe establece salario mínimo por hora.
-  Desde el Marzo el incremento de salario, corresponde con el aumento en el índice de precios al consumidor (IPC).
-  Todos los empleadores requieren, por ley, tener una licencia o registro de la ciudad de Santa Fe, deben pagar al menos el salario ajustado a los empleados de todas las horas trabajadas dentro de los límites de la ciudad de Santa Fe.

**¿Quién está obligado a pagar el salario?**

-  La ciudad a todos los trabajadores a tiempo completo permanentes contratados por la ciudad;
-  Contratistas para la ciudad, tiene un contrato que requiere la prestación de un servicio, pero excluyendo las compras de mercancías;
-  Empresas reciben asistencia en relación con el desarrollo económico en forma de becas, subsidios, garantías de préstamos o bonos industriales de ingresos superiores a 25 mil dólares (\$25,000) para la duración de la beca de ciudad o de subvención;
-  Empresas requieren contar con la licencia o el registro de la ciudad; y
-  Organizaciones sin fines de lucro, con excepción de aquellos cuya principal fuente de fondos es de exenciones de Medicaid.
-  Para los trabajadores que habitualmente reciben más de cien dólares (\$100) por mes en consejos o comisiones, consejos o comisiones recibidas y retenida por un trabajador serán contados como salarios y acreditados hacia la satisfacción de los salario siempre que, para los trabajadores reciben propinas, todos los consejos recibidos por estos trabajadores son retenidos por los trabajadores, salvo que se permitirá la puesta en común de consejos entre los trabajadores.

Más información, incluyendo la ordenanza del salario, está disponible en  
<http://www.santafenm.gov>  
(haga clic en Hot Topics/Living Wage)