BUCKMAN DIRECT DIVERSION

Buckman Direct Diversion

"REQUEST FOR PROPOSALS"

ON-CALL ENGINEERING SERVICES IN SUPPORT OF FY2016 – 2020 BUCKMAN DIRECT DIVERSION REHABILITATION AND IMPROVEMENTS TO THE RAW WATER DELIVERY SYSTEM

RFP '17/02/P

PROPOSAL DUE:

August 11, 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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REQUEST FOR PROPOSALS
PROPOSAL NUMBER ‘’17/02/P
ON-CALL ENGINEERING SERVICES
IN SUPPORT OF FY2016 – 2020 REHABILITATION AND IMPROVEMENTS TO THE RAW WATER DELIVERY SYSTEM

I. BACKGROUND

The Buckman Direct Diversion (BDD) is the result of collaboration between the City and County of Santa Fe and Las Campanas to divert and treat water from the Rio Grande River using San Juan-Chama and native water rights. The BDD facilities consist of a diversion structure and lift station on the Rio Grande, two raw water booster pump stations, a sediment removal facility, a state-of-the-art water treatment plant, two treated water pumping stations, four million gallons of finished water storage capacity, and 31 miles of raw and finished water pipelines. The facilities began operations in January 2011, with the BDD staff assuming responsibility for the maintenance and operations in May 2011.

The BDD Board is seeking responses to this Request for Proposals ‘16/50/P for the services of an experienced and professionally qualified engineering firm (the “Engineering Firm”) with demonstrated expertise and proven experience in the areas of surface water treatment facility design, construction, and rehabilitation including intake structures, piping, pump stations and other equipment present within the BDD Raw Water Delivery system. The Engineering Firm is expected to provide comprehensive engineering services d to include investigative studies, engineering consultation and engineering design, and expertise for projects involving the Raw Water Delivery system on an as needed basis. Since the BDD facilities were placed in operation in 2011, there have been a number of equipment failures of the Raw Water Delivery system that are of concern to the BDD Board. The BDD Board and staff are proactively implementing measures to plan necessary rehabilitation and improvements to improve the condition and reliability of this system. Engineering may begin as soon as this contract is awarded.

It is anticipated that the BDD Board will enter into a Professional Services Agreement (PSA) with the selected Contractor to provide professional engineering services on an On-Call basis. The term of the PSA will be: a) four years from the date of execution; or b) the date of completion of all Assigned Task Orders.

The BDD Board may request the Engineering Firm provide a proposal to complete a scope of work for select engineering projects as defined by the BDD. The scope of work will be defined as an Assigned Task Order that will establish the individual project scope, schedule, deliverables and cost. Cost proposals will be based on a “not to exceed” cost estimate for performance of the Assigned Task Order, unless the BDD agrees in advance that the work is not amenable to a “not to exceed” estimate and that the work will be done on a time and material basis. The scope of work and fee for

individual Assigned Task Orders shall be approved by the BDD Facilities Manager. Execution of the PSA and/or the submission of proposals for an Assigned Task Order does not guarantee the award of any Assigned Task Orders.

In summary, the On-Call Engineering PSA will utilize the following structure:

- Assigned Task Orders: (1) Lump Sum Fee to be negotiated and based on the contract rates, for each Assigned Task Order and issued as a separate Purchase Order; or (2) Hourly Rate when the scope of services precludes reasonable estimates of time to complete. The Engineering Firm shall be required to submit detailed time records, documentation for other expenses, and such other evidence as required for verification of the time, materials and expenses claimed.

- The BDD will request a lump sum fee or hourly rate proposal for each Project Task Order. At its own expense, the Engineering Firm shall visit the site and prepare a detailed lump sum or hourly rate (as applicable) proposal, based on the Firm's contract rates, for accomplishing the work. Each proposal prepared by the Firm shall include an acceptable description of the nature, extent and character of the work required, as well as performance criteria and delivery schedules. All proposals must reference the PSA number on the proposal, to confirm that the current contract rates were used in the preparation of the proposal. Proposals that include the Firm's Terms and Conditions rather than those negotiated as part of the PSA will not be accepted.

- Each Project Task Order will be reviewed and approved in writing by the BDD Facilities Manager prior to the Engineering Firm initiating any work. The Engineering Firm shall be responsible for conveying the information of Project Task Order to its employees, agents or subcontractors or sub-consultants. The Engineering Firm shall be responsible for any work not expressly set out in any Project Task Order but which may be reasonably implied for proper completion of the Project Task Order.

- Following successful negotiations, the BDD will prepare a purchase order for the agreed scope of work and fee proposal for each Project Task Order, incorporating by reference the terms and conditions of the resulting PSA and forward to the City of Santa Fe Purchasing Office. Once the Purchasing Office has processed the purchase order (and assigned a number) the BDD may authorize the Engineering Firm to proceed with the work.

- The Engineering Firm shall not commence any work that has not been authorized by a written purchase order (or change order) executed by the Procurement Division or Purchasing Office and without a written Notice to Proceed from the BDD Facilities Manager. The Engineering Firm assumes all risk and financial liability for any services rendered without such proper authorization.

- Should additional services be requested beyond the scope of any executed Purchase Order, adjustments to the contract amounts shall be negotiated and a change order issued authorizing the additional work.

- The Engineering Firm's services shall be considered complete upon satisfactory completion and acceptance by the BDD Facilities Manager of the services outlined in the Project Task Order.

- The successful Engineering Firm(s) shall be responsible for the professional quality, technical accuracy, timely completion, and the coordination of all planning, design, drawings, specifications, reports and other services furnished by the Engineering Firm or any employee, agent, or sub-contractor of the Engineering Firm under this Agreement. The Engineering Firm shall without additional compensation, correct or revise any errors, omissions, or other deficiencies in its employee's, agent's or sub-contractor's designs, drawings, specifications, reports and other services.

- The Engineering Firm must acknowledge that approval by the BDD of drawings, specifications, reports and incidental engineering work or materials furnished under the scope of work shall not in any way relieve the Engineering Firm of their responsibility for the technical accuracy and adequacy of the work. The Engineering Firm shall be and remain responsible for all damages to the BDD caused by the Engineering Firm.

Proposals for ON-CALL ENGINEERING SERVICES IN SUPPORT OF FY2016 – 2020 BUCKMAN DIRECT DIVERSION REHABILITATION AND IMPROVEMENTS TO THE RAW WATER DELIVERY SYSTEM 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, August 11, 2016.** Any proposal received after this deadline will not be considered.

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 BDD 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 ninety (90) days subject to action by the BDD. The BDD 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 Division, 2651 Siringo Road, Building "H" Santa Fe, New Mexico 87505.

Shirley Rodriguez by [illegible]

Robert Rodarte, Purchasing Officer

Received by the Santa Fe New Mexican Newspaper on: 07/08/16
To be published on: 07/13/16

Received by the Albuquerque Journal Newspaper on: 07/08/16
To be published on: 07/13/16

II. PROPOSAL SCHEDULE FOR RFP # '17/02/P

1.	Advertisement	July 13, 2016
2.	Issuance of RFP'S:	July 13, 2016
3.	Receipt of proposals:	August 11, 2016 **2:00 p.m.**
4.	Evaluation of proposals:	August 15, 2016
5.	Interviews:	August 19, 2016
6.	Negotiation of Contract:	August 26, 2016
6.	Recommendation/approval of award to the BDD Board	September 1, 2016

DATES OF CONSIDERATION BY THE BDD BOARD ARE TENTATIVE AND SUBJECT TO CHANGE WITHOUT NOTICE.

III. INFORMATION FOR PROPONENTS

1. RECEIPT OF PROPOSALS

The BUCKMAN DIRECT DIVERSION (herein called "BDD"), invites firms to submit one original containing a CD with an electronic copy of the proposal and six (6) print bound copies of the proposal. Proposals will be received by the Purchasing Office, until **2:00 p.m.** local prevailing time, August 11, 2016.

The packets shall be submitted and addressed to the Buckman Direct Diversion Board c/o City of Santa Fe, 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: ‘17/02/P

Title of the proposal: ON-CALL ENGINEERING SERVICES IN SUPPORT OF FY2016 – 2020 BUCKMAN DIRECT DIVERSION REHABILITATION AND IMPROVEMENTS TO THE RAW WATER DELIVERY SYSTEM

Proponent’s name and address:

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

Contractors 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 BDD.

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 interpretations 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 BDD 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 BDD.

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 BDD reserves the right to alter the membership or size of the selection committee. The BDD reserves the right to change the number of firms interviewed.

The project will be awarded based on:

a. Ranking of qualified proposals by the selection committee as per the enclosed rating system.
b. Interviews of the top three ranked proposing firms by the Selection Committee as deemed necessary.
c. The consideration and approval of the Buckman Direct Diversion Board.

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 and LOCAL 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, manufacturers and Contractors from outside the State of New Mexico. The underlying 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.

APPLICATION-IN-STATE AND OUT OF STATE BIDDERS

With acknowledgment of this intent and policy, the preference will only be applied when proposals 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 8% of the lowest bid, are all from the State of New Mexico, then the resident preference will not be applied. IP-3 e 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 that:

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 local preference for proposals shall be 1.10.

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.

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 proposals 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 Resident Preference. No resident business or manufacturer, as defined, shall be given any preference in the awarding of contracts for furnishing goods or services to the city, unless it shall have qualified with the State Purchasing Agent as a resident business or manufacturer and obtained a certification number as provided in Section 13-1-22 NMSA 1978. The certification number must be submitted with its bid for an offeror to qualify for this preference. The Central Purchasing Office shall determine if a resident preference is applicable to a particular offer on a case by case basis.

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 5% for resident and 10% for local preference pursuant to this section on any one offer submitted. A bidder may not claim cumulative preferences.

Application. This section shall not apply to any purchase of goods or services when the expenditure of federal and/or state funds designated for a specific purchase is involved and the award requirements of the funding prohibit resident and/or local preference(s). This shall be determined in writing by the department with the grant requirements attached to the Purchasing Office before the bid or request for proposals is issued.

Exception. The BDDB at their discretion can approve waiving the Local Preference requirements for specific projects or on a case by case basis if it is in the BDDB's best interest to do so.

New Mexico Resident Preference Number (if applicable)_____

8. PROTESTS AND RESOLUTIONS PROCEDURES

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

IV. SPECIAL CONDITIONS

1. General

A binding contract is created upon full execution of a Professional Services Agreement (PSA) awarded pursuant to this RFP.

2. Assignment

Neither the PSA, nor any interest therein, nor claim under, shall be assigned or transferred by Contractor except as expressly authorized in writing by the BDDB. No such consent shall relieve Contractor from its obligations and liabilities under the PSA.

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 BDD or if such variation has been caused by documented conditions beyond Contractor 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.. The BDDB shall be the final determination of satisfactory receipt of goods or services.

5. Taxes

The price shall include all taxes applicable. The BDDB is exempt from gross receipts tax on tangible personal property. A tax exempt certificate will be issued upon written request.

6. Invoicing

Contractor's invoice will be submitted in duplicate, and duly certified. It will contain the following information: invoice number, invoice date, beginning and ending dates of services rendered, description of the supplies or services, quantities, unit prices and extended totals. A separate invoice will be submitted for each complete order. The invoice will include all applicable taxes.

Contractor will review the invoice with the BDD Facilities Manager and make corrections, prior to submission for payment. Invoices will be submitted to the BDD Financial Manager at the BDD. Do not send invoices to the City of Santa Fe Purchasing Office.

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 BDD reserves the right to cancel all or any part of this order without cost to the City or BDD if the proposer fails to meet the provisions for this RFP, and except as otherwise provided herein, to hold Contractor liable for any excess cost due to Contractor default. Contractor shall not be liable for any excess cost if failure to perform arises out of causes beyond the control and without the fault or negligence of Contractor and these causes have been made known to the BDDB in written form within five working days of Contractor 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 embargos, unusually severe weather and defaults of sub-Contractors due to any of the above unless the BDD shall determine that the suppliers or services to be furnished by the sub-contractor are obtainable from other sources in sufficient time to permit Contractor to meet the required delivery schedule. The rights and remedies of the BDD 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 BDD bid or proposal, Contractor agrees to comply with the President's Executive Order No. 11246 as amended.

10. Non-Collusion

In signing this bid or proposal, Contractor 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 Buckman Direct Diversion.

11. Conflict of Interest

Submitting Contractors must verify and confirm they have no conflict of interest with the BDD by any association with or interest in any entity that performed any services for the BDD in designing and constructing the BDD project. These entities include, but are not limited to:

- CDM Smith
- CH2M Hill/Western Summit
- HDR Engineering, Inc.

V. SCOPE OF SERVICES

1. BACKGROUND, PROJECT PURPOSE & GENERAL SCOPE

The Buckman Direct Diversion (BDD), an entity organized and existing under that certain Joint Powers Agreement by and between the City of Santa Fe ("the City") and Santa Fe County ("the County"), dated March 7, 2015, requests proposals for qualified engineering services on an as-needed basis as directed by the BDD's representative.

The Engineering Firm shall have demonstrated expertise and proven experience in the areas of surface water treatment facility design, construction, and rehabilitation including intake structures, piping, pump stations and other equipment present within the BDD Raw Water Delivery system. Engineering services shall meet the applicable requirements of the BDD and accepted industry standards and practices.

2. SCOPE OF WORK

The scope of work for any one aspect of the project may involve one or all phases of the project's implementation which may include, but is not limited to, the following:

I. Technical water engineering and feasibility studies,

II. Preliminary engineering services for design and construction,

III. General engineering services for:

   a. Capital Improvements,

   b. Repair and rehabilitation related assessments,

   c. Upgrades and improvements,

   d. Design support, preparation of design specifications, and procurement support for Capital Improvements

   e. Construction management and inspection services

IV. Permit related activities, compliance and litigation support

Preliminary Engineering Services for Design and Construction

The types of services anticipated under this category shall include, at a minimum, the following:

- Prepare engineering details and calculations as needed for water rehabilitation and improvement projects.

- Prepare preliminary drawings, and estimates of probable cost, including capital costs, annual operation and maintenance cost, lifecycle cost for any range of system improvement alternative(s). Present alternatives and cost structure and provide recommendations and analyses of each alternative.

- Evaluate the design concept for constructability and practicality for construction phase and maintenance of system improvements.

- Develop a design and construction schedule.

General Engineering

The types of services anticipated under this category shall include, at a minimum, the following:

- Development of engineering design drawings and specifications for capital improvement projects, and rehabilitation and replacement projects.

- Perform necessary field investigations and coordinate with regulatory agencies and other stakeholders to verify design and construction assumptions and constraints.

- Prepare engineering designs, calculations, plans, specifications, cost estimates and contract bidding documents. Engineering plans and construction documents will include preliminary engineering, sixty percent (60%), ninety percent (90%), and final engineering, or as specified by a given task order.

VI. SUBMITTAL REQUIREMENTS

General Overview

The proposal should consist of the following major sections, and in the order shown:

- **A.** Transmittal Letter
- **B.** Executive Summary
- **C.** Background Information
- **D.** Firm Experience
- **E.** Project Staff
- **F.** Sub-Engineering Firms
- **G.** Project Approach
- **H.** Quality Assurance/Quality Control
- **I.** Exceptions
- **J.** Statement of Wages and Direct Costs

The proposal shall be limited to no more than 35 pages in length. This does not include cover letter, appendices, dividers, and résumés. The proposal shall be printed on 8.5" x 11" size recycled paper or recyclable white bond paper, paginated, and bound. Any oversized documents such as charts or tables must be folded to size and secured in the proposal. Six hard copies of the proposal shall be submitted to the City of Santa Fe Purchasing Office no later than the due date. In addition, an electronic copy shall be submitted on a CD. All files shall be in a text searchable PDF format (i.e., not scanned images) compatible with Adobe Acrobat Version 9.0.

In order to facilitate the evaluation of the proposals, Engineering Firms should format their proposals using the following sections:

A. Transmittal Letter

A transmittal letter, signed by an officer who is authorized to bind the Engineering Firm, shall be included with the proposal. In the transmittal letter, please state that the proposal content is binding for ninety (90) days from the submission deadline for proposals.

- Engineering Firm Contact - Please provide the name, address, email address, telephone number, and facsimile number of the prime contact. This will be the

- individual who can be contacted during proposal evaluation if the BDD has questions about the proposal.
- Location(s) - Please provide the location of the Engineering Firm's headquarters. In addition, provide the location of any local support offices which will provide service to the BDD.
- Company Management/Ownership - The BDD is looking for an Engineering Firm that can provide a measure of proven stability and reliability given the nature of an on-call contract. Please describe the Company's (and any sub-contractor's) size, company management and ownership.

B. Executive Summary

A brief summary addressing the key elements of the proposal is required. Please highlight the engineering firm's understanding of the RFP requirements, professional experiences and expertise, and expertise available to fulfill the obligations in support of the BDD's need for engineering support and expertise.

C. Background Information

Background information should describe in general the Engineering Firm's history and its experience in the various types of engineering services as outlined in this RFP. Indicate the extent of engineering support for rehabilitation and system upgrades experience the Engineering Firm can demonstrate as well as any recent on-call engineering expertise. List contracts terminated (partially or completely) by clients for convenience or default within the past three years. Include contract value, description of work, sponsoring organization, contract number, and name and telephone number of contracting entity.

D. Firm Experience

Provide specific information on the firm's experience, particularly in projects similar to those discussed in this RFP. Please list and describe at least two similar projects completed by the firm within the past five years for each of the facets of engineering expertise solicited by the RFP. For all projects, list the:

- Project title, location and description
- Project costs

- Year services performed
- Firm's project manager
- Services provided
- Project owner's name
- Client contact person, address and phone number
- Type of contract (on-call or fixed scope)

Describe the proposed Project Manager's (PM) BDD experience, if any, within the past five (5) years that serve to demonstrate the PMs knowledge of the BDD.

E. Project Staff

Identify the Project Manager and specific engineering staff on the project team that are being proposed. For all project team members, describe specific services they will perform, and illustrate clearly the applicability of the individual's background, education, and experience to his or her assigned role. Provide resumes for the Project Manager and key engineering and other technical discipline personnel. With respect to key personnel, please elaborate on experience in the following areas:

- Experience with publicly-bid and managed projects, with emphasis on the BDD or similar water diversion projects.
- Ability to interface with BDD staff, other public agencies, utility companies, contractors, and the public at large.
- Education, Certifications, and Professional contributions.

Respondent shall have a New Mexico Registered Civil Engineer in e charge of all engineering work performed under this Agreement. The PM does not have to be a professional engineer but must be a staff employee and not a consultant or contract employee for the submitting Engineering firm. Please present a detailed organizational chart and staffing plan identifying key personnel and related support staff that will be available to perform and/or assist with the tasks listed in this RFP. .

F. Sub-Engineering Firms

Identify any and all sub-engineering firms proposed to serve on the project, with background information and particular experience of key personnel, including past

projects and resumes. Show the key personnel of the sub-engineering firm in the organizational chart.

G. Project Approach

Describe how the Engineering Firm's approach will meet the particular needs of an on-call engineering services contract, with an emphasis on the ability to perform such services in accordance with the described scope of work in a timely and responsive manner. Please provide an organizational plan as to how the contract can be accomplished using the requested organizational chart showing the proposed relationships between the key team members and support staff who are expected to participate on the project. Also indicate which aspects of the work each person will be responsible for performing and their availability to support the contract. Please identify all consultants and their specific roles to support the contract. If the work is to be shared among firms and offices at different locations, indicate where each office is located and what work is to be performed at each location.

Please be sure to describe the engineering firm's understanding of the project scope specific to the BDD. Please present a detailed plan on the firm's procedures and methodologies for performing the services required by the project scope.

H. Quality Assurance/Quality and Cost Control

Describe how quality assurance and quality control will be provided for the project. Identify the individuals that will be involved in QA/QC services and at what milestones they will be provided. If your firm has a structured Quality Assurance/Quality Control Program, describe it briefly, show how it will be applied to the project and include a copy in an Appendix to your response. Please present the firm's expertise and program for implementing cost control measures at all stages of project management. Please present the firm's cost estimating techniques relative to project management, engineering design, and construction oversight. Please describe the firm's methods for controlling expenditures for labor-hours, other direct costs, and all other costs associated with the basic services fee negotiated in the PSA. Please list any project management application software programs used to monitor work-hour usage and costs as a means of controlling total expenditures for accomplishing design tasks. Please list

the firm's methods for cost estimating and project schedule tracking and implementation. Lastly, please describe the quality control procedures the firm will use to assure the accuracy and adequacy of the work that you and your consultants propose to perform.

I. Exceptions

Please include a statement regarding exceptions to the sample contract. If no exceptions are included, the BDD will expect the Engineering Firm to be able to sign the BDD's contract and provide the required insurance and indemnification.

J. Statement of Wages and Direct Costs

Please include a statement detailing the following:

- Proposed schedule of hourly rates for each position; and

All direct and reimbursable costs expected to be incurred in the performance of duties discussed in this RFP.

K. Errors and Omissions Insurance

Proponents must provide evidence of Professional Errors & Omissions Insurance coverage in minimum limits of $5,000,000 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 must be attached to the proposal.

EVALUATION CRITERIA
&
WEIGHTED VALUES

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
    - Interviews at the option of the BDD. If no interviews are held, then the scores from the Evaluation Criteria Form shall be utilized to determine the top ranked firm to be selected for the project.
    - If interviews are conducted, interviews will be conducted with the top two ranked firms based of the score from the Evaluation Criteria Form.
    - If interviews are conducted, then 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 governing board of the BDD. The BDD Board, will consider the BDD staff recommendations and make the final decision as to the award of the contract.

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

- Buckman Direct Diversion Facilities Manager
- Buckman Direct Diversion Finance Manager
- City Purchasing Officer or Representative
- City Public Utilities Director or Representative
- County Public Utilities Director or Representative

The BDD reserves the right to alter the size and membership of the Selection Committee.

Interviews - Interviews may be scheduled by the BDD. If requested, 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 engineering professionals who will be assigned to the project and make them available for questions by the Selection Committee.

EVALUATION CRITERIA FORM

RFP: '17/02/P

PROJECT: On-Call Engineering Services In Support of FY2016 – 2020 Buckman Direct Diversion Rehabilitation and Improvements to the Raw Water Delivery System

NAME OF FIRM: _____

The Engineering Firm 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
Understanding and Compliance of RFP Requirements: The firm demonstrates clear understanding of project requirements as specified in the scope of services outlined in this RFP. Clarity and organization of proposal.	**10**			**100**
Experience of Firm and Record of Performance on Similar Projects/SOSs: Specific qualifications & experience of project team as demonstrated by previous project experience.	**25**			**250**
Experience and Qualifications of Proposed Technical Staff & Demonstrated Record of Quality and Timeliness of Services: The quality and timeliness of previous work for like entities; the demonstrated ability to mobilize quickly, control costs, provide competent engineering and water resources services, quality and accurate plans; the ability to meet schedules.	**20**			**200**
Knowledge of BDD Raw Water Delivery System; Demonstrated knowledge of the BDD Raw Water Delivery system.	**15**			**150**
Project Management Controls: Engineering Firm's organizational structure, staff availability, cost control measures, QA/QC program and project controls and oversight, project management system and resource management systems, data quality, data management systems.	**15**			**150**
Proposed Fees: Proposed fee schedule. While firm and technical staff qualifications are strongly considered, the fee structure is a factor in the evaluation process and must be clearly presented.	**15**			**150**
Total Score	**100**			**1000**

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

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

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

SELECTION COMMITTEE
EVALUATOR SIGNATURE: _____DATE: _____

INTERVIEW EVALUATION FORM

RFP: '17/02/P

PROJECT: On-Call Engineering Services In Support of FY2016 – 2020 Buckman Direct Diversion Rehabilitation and Improvements to the Raw Water Delivery System

NAME OF FIRM: _____

Criteria	Weighted Value	(1=low, 10=high)	Total Score	Max Score
1. Grasp of project requirements and Presentation of Technical Approach /Methodology: Evaluation of firm's discussion and analysis of project issues; evaluation of discussion of its project & engineering design and analysis; evaluation of technical approach discussion and relationship to fee. Does firm grasp lead times and do they manage that within their schedule, and clear understanding of the BDD.	**20**			**200**
2. Technical and presentation skills: Evaluation of firm's discussion of capabilities to organize and present concepts and technical information with clarity, and credibility, supported by visual aids, ability to complete tasks, past experiences and lessons learned.	**20**			**200**
3. Project management and cost control measures: Evaluation of firm's & specific project team members' discussion pertaining to relevant experience & expertise needed to complete tasks; does this discussion tend to support firm's stated qualifications, experience and expertise related to engineering, project management and cost control measures.	**20**			**200**
4. Responses to other relevant issues: Firm's responses to questions raised by Selection Committee evaluation and responsiveness of firm to specific BDD technical and management matters and issues.	**20**			**200**
5. Proposed Fees: Firm's justification for basis of fees and other direct costs.	**20**			**200**
Total Score	**100**			**1000**

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

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

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

SELECTION COMMITTEE
EVALUATOR SIGNATURE: _____DATE: _____

INSTRUCTIONS RELATING TO
LOCAL PREFERENCE CERTIFICATION FORM

1. **All information must be provided.** A 10% local preference may be available for this procurement. To qualify for this preference, an offeror **must** complete and submit **the local preference certification form with its offer.** If an offer is received without the form attached, completed, notarized, and signed or if the form is received without the required information, the preference will not be applied. **The local preference form or a corrected form will not be accepted after the deadline for receipt of bids or proposals.**

2. **Local Preference precedence over State Preference:** The Local Preference takes precedence over the State Resident Preference and only one such preference will be applied to any one bid or proposal. If it is determined that the local preference applies to one or more offerors in any solicitation, the State Resident Preference will not be applied to any offers.

3. **Principal Office and location must be stated: To qualify for the local preference, the principal place of business of the enterprise must be physically located within the Santa Fe County Geographic Boundaries. The business location inserted on the Form must be a physical location, street address or such. DO NOT use a post office box or other postal address. Principal place of business must have been established no less than six months preceding application for certification.**

4. **SubContractors do not qualify:** Only the business, or if joint venture, one of the parties of the joint venture, which will actually be performing the services or providing the goods solicited by this request and will be responsible under any resulting contract will qualify for this preference. A subContractor may not qualify on behalf of a prime Contractor.

5. **Definition:** The following definition applies to this preference.

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

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

LOCAL PREFERENCE CERTIFICATION FORM

RFP/RFB NO: _____

Business Name: _____

Principal Office: _____
Street Address City State Zip Code

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

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

CERTIFICATION

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

Signature of Authorized Individual: _____

Printed Name: _____

Title: _____ Date: _____

Subscribed and sworn before me by_____ this____, day of _____

My commission expires_____ _____
Notary Public

SEAL

YOU MUST RETURN THIS FORM WITH YOU OFFER

CITY OF SANTA FE LIVING WAGE ORDINANCE

City of Santa Fe Living Wage Ordinance

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)

City of Santa Fe Living Wage Ordinance

EFECTIVO 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;**
- **Empresasrequieren 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)

BUCKMAN DIRECT DIVERSION

1. NAME OF PROJECT:	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 LARECLAMATION (specify categories)	ESTIMATED HOURS	HOURLY RATE	ESTIMATED COST	TOTALS
DIRECT LARECLAMATION 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	C of SF REVIEW BY	WATER DIVISION COST SUMMARY PAGE ____ OF ____.

PROJECTED FISCAL YEAR _____ OVERHEAD INFORMATION
PAYROLL BURDEN AND GENERAL ADMINISTRATIVE COSTS
(AS PER AUDIT INFORMATION)

	Amount	Percent
Base Productive Salaries		100%
Payroll Burden		
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		
Subtotal – Payroll Burden		
General and Administrative Costs		
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		
Subtotal – General Administrative		
Total		

BUCKMAN DIRECT DIVERSION BOARD

PROFESSIONAL SERVICES AGREEMENT

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

1. <u>SCOPE OF SERVICES</u>

Contractor shall perform professional engineering services on an as needed basis as directed by the BDD Facilities Manager as follows:

A. Technical water engineering and feasibility studies,

B. Preliminary engineering services for design and construction,

C. General engineering services for:

1. Capital Improvements,
2. Repair and rehabilitation related assessments,
3. Upgrades and improvements,
4. Design support, preparation of design specifications, and procurement support for Capital Improvements; and
5. Construction management and inspection services.

D. Engage in necessary permit related activities, compliance activities and litigation support.

E. Preliminary Engineering Services for Design and Construction.

The types of services anticipated under this category shall include, at a minimum, the following:

1. Prepare engineering details and calculations as needed for water rehabilitation and improvement projects.
2. Prepare preliminary drawings, and estimates of probable cost, including capital costs, annual operation and maintenance cost and lifecycle cost for any range of system.

3. Evaluate the design concept for constructability and practicality for the construction phase of improvements and maintenance of system improvements.

4. Develop a design and construction schedule.

F. General Engineering

The types of services anticipated under this category shall include, at a minimum, the following:

1. Development of engineering design drawings and specifications for capital improvement projects, and rehabilitation and replacement projects.

2. Perform necessary field investigations and coordinate with regulatory agencies and other stakeholders to verify design and construction assumptions and constraints.

3. Prepare engineering designs, calculations, plans, specifications, cost estimates and contract bidding documents. Engineering plans and construction documents will include preliminary engineering, sixty percent (60%), ninety percent (90%), and final engineering, or as specified by a given task order.

2. STANDARD OF PERFORMANCE; LICENSES

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

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

3. COMPENSATION

A. The BDDB shall pay to Contractor in full payment for services rendered, a sum not to exceed _____dollars ($_____), plus applicable gross receipts tax.

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. Payment shall be made upon receipt and approval by the BDD of detailed statements containing a report of services completed. Compensation shall be paid only for services actually performed and accepted by the BDD.

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 _____, unless sooner pursuant to Article 6 below.

6. TERMINATION

A. This Agreement may be terminated by the BDDB upon 30 days written notice to Contractor, upon the following terms:

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

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

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

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

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

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

8. CONFIDENTIALITY

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

9. CONFLICT OF INTEREST

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

10. ASSIGNMENT; SUBCONTRACTING

Contractor shall not assign or transfer any rights, privileges, obligations or other interest under this Agreement, including any claims for money due, without the prior written

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

11. RELEASE

Contractor, upon acceptance of final payment of the amount due under this Agreement, releases the BDDB, its officers 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)	$5,000,000
Products/Completed Operations Aggregate Limit	$5,000,000
Personal Injury Limit	$5,000,000
Each Occurrence	$5,000.000

(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 $5 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 $5,000,000 per claim and

$5,000,000 annual aggregate. Contractor shall ensure both that: (1) the policy retroactive date is on or before the date of commencement of the first work performed under this Agreement; and (2) the policy will be maintained in force for a period of three years after substantial completion of the project or termination of this Agreement whichever occurs last. If professional services rendered under this Agreement include work relating to environmental or pollution hazards, Contractors policy shall not contain exclusions for those activities.

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

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

Contractor shall provide an endorsement that the insurer waives the right of subrogation against the 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 BDDB. The BDDB 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 BDDB.

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

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

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

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

13. <u>INDEMNIFICATION</u>

A. GENERAL INDEMNITY: To the greatest extent permitted by law, Contractor shall indemnify, hold harmless and defend the Board, 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 Contractors 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 Subconsultants, 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 Board 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, the State Auditor. The Board 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 Board 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 BUCKMAN DIRECT DIVERSION BOARD. 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
Email: cmvokes@ci.santa-fe.nm.us

With a copy to:
Nancy R. Long, Esq., BDDB Counsel
Long, Komer & Associates, P.A.
P. O. Box 5098
Santa Fe, NM 87502-5098
Email: nancy@longkomer.com

CONTRACTOR:
_____
_____
_____

Any such notice sent by registered or certified mail, return receipt, shall be deemed to have been duly given and received seventy-two (72) hours after the same is so addressed and mailed with postage prepaid. Notice sent by recognized overnight delivery service shall be effective only upon actual receipt thereof at the office of the addressee set forth above, and any such notice delivered at a time outside of normal business hours shall be deemed effective at the opening of business on the next business day. Notice sent by email shall be effective only upon actual receipt of the original unless written confirmation is sent by the recipient of the email 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

By: _____
BDDB Chair

Date: _____

APPROVED AS TO FORM

_____
Nancy R. Long, BDDB Counsel

APPROVED

_____
Oscar S. Rodriguez, City Finance Director

ATTEST

_____
Yolanda Y. Vigil, City Clerk

File Date: _____

CONTRACTOR:

Signature: _____

Printed Name: _____

Title: _____

Date: _____

NM Taxation & Revenue
CRS # _____

City of Santa Fe Business
Registration # _____