Deadline is
03/09/2018 @ 2:00 PM
This is a receipt deadline

CITY OF SANTA FE
WASTEWATER MANAGEMENT DIVISION
73 PASEO REAL
SANTA FE, NEW MEXICO 87507

REQUEST FOR QUALIFICATIONS
RFQ '18/30/RFQ

Revision of Sewer Code, Design Criteria, and Standard Construction Details

The Wastewater Management Division (WMD) is soliciting a qualified engineering firm to assist the WMD in the revision of Chapter XXII of the City of Santa Fe Code and related standard engineering details for sewer construction.

QUALIFICATIONS/EXPERTISE

The City of Santa Fe ("the City") is looking for firms with proven experience and staffing levels needed to provide the requested materials on time and within budget. The firm must possess the following qualifications and expertise:

1. The selected firm must have experience in assisting government entities and successfully completing at least five (5) similar projects for local and regional governments, including writing, editing, and CAD drawings for similar-size New Mexico governments and sewer systems, that can act as examples, templates, and examples for Santa Fe;
2. The Principal-in-Charge of the project for the engineering firm must be a registered Professional Engineer in the State of New Mexico.
3. The firm's staff must possess the technological experience and knowledge necessary to perform the services described under the scope of services.

CONTRACT

The selected firm will be required to enter into a Professional Services Agreement (Exhibit A) with the City of Santa Fe. In addition, the engineering firm must have/obtain a City business license, New Mexico CRS number and applicable insurances. The contract will be for approximately six (6) months, subject to approval by the City of Santa Fe.

SCOPE OF SERVICE

The engineering firm will provide the following services to WMD during the contract period:

Task 1 – Review of Existing Chapter XXII (Sewer) and Standard Construction Details

The engineering firm shall meet with representatives of the Wastewater Management Division at their office at 73 Paseo Real to review the Scope of Work and discuss the status and planned changes to Chapter XXII, the Design Criteria (Exhibit B of Chapter XXII), and the Standard Construction Details drawings ("the drawings"). The present version of the Chapter XXII is available for download at:

http://clerkshq.com/Content/Santafe-nm/books/code/sfch22.htm

Bidders may obtain a set of engineering detail drawings by contacting the WMD at the email included at the end of this RFQ.

The WMD has been accumulating desired changes and enhancements to Chapter XXII, the Design Criteria and the drawings for several years. Consultant will review and discuss these changes with the WMD and use these as the starting point for the revision. Based on their experience with similar-sized municipalities in the Southwest, the firm shall present topics that may be added to Chapter XXII, the Design Criteria and/or the drawings. Note that Section 22-9 of Chapter XXII, "Industrial Pretreatment Regulations and Procedures," is managed by a separate group within WMD and is not included within the scope of this project. Also, Exhibit A of Chapter XXII "Sanitary Sewer Rates, Fees, and Penalties" will not be updated at this time.

Task 2 – Updates to Chapter XXII

Based on the results of Task 1, the engineering firm will prepare suggested changes to Chapter XXII using the "Track Changes" feature of MS Word. This task will include an update of Exhibit B-Design Criteria, based upon standard engineering references such as published by the American Society of Civil Engineers (ASCE) and the Water Environment Federation (WEF). The WMD will meet with the firm to discuss proposed changes as needed.

Task 3 – Updates to Engineering Construction Details

Based on the results of Task 1, the engineering firm will prepare suggested changes to the drawings, using AutoCAD 2015, and supplied to the WMD as electronic files in "pdf" format. The WMD will provide a City of Santa Fe drawing template for use by the engineering firm. The WMD will meet with the firm to discuss proposed changes as needed. The engineer will revise the drawings for final review by WMD, and when approved will issue the drawings to WMD in "dwg" and "pdf" format.

As documentation of the engineering services provided to the City of Santa Fe, the engineering firm will also provide two sets (hard-copy) of the Standard Details, signed and sealed by the licensed Professional Engineer in charge.

Task 4 – Additional Services

The City of Santa Fe may request a scope and cost for additional engineering services (similar in scope to those outlined in Tasks 1-3) to be supplied by the successful bidder. For the purposes of bidders' proposals, an allowance of $5,000 should be used in all proposals.

Tentative Schedule

The schedule for implementation will be functions of the successful firm's proposed costs as well as the availability of City funds to complete the project. For the purposes of this request, Tasks 1 and 2 will be completed (and invoiced) by June 30, 2018.

EVALUATION

All qualifications will be evaluated based on the following criteria:

25% Experience and knowledge of firm, and the specific staff proposed, in completing similar projects for wastewater management municipal government agencies;

20% Approach and methodology suggested to complete the Scope of Work

30% Ability to implement timely staffing and technology to ensure completion of the Plan in the timeline required;

25% Fee Proposal.(same fee proposal will be used for interviews if required)

A committee consisting of members of the Public Utilities and Public Works staff will evaluate all eligible qualifications according to the criteria. Scores of the evaluation committee members will be summed to determine the top rated firms. Interviews may be conducted as determined by the evaluation committee. If interviews are conducted the same score sheet with the previously submitted 25% Fee Proposal will be utilized to interview selected firms and the evaluation committee will determine the final top–ranked firm.

SUBMITTAL REQUIREMENTS

- A cover letter summarizing interest in the contract, and experience and qualifications of the firm.
- Maximum five-page narrative addressing the following:
    - Qualifications of firm and staff responsible for the implementation of the contract;

- Proposed approach and methodology to complete the Scope of Work;
- Availability to complete scope of services in the timeline required;
- Fee proposal, including a cost for each task and a list of standard hourly rates for staff that may be assigned to the project.

- Attachments of at least three examples of similar work products completed by submitting firm, including work specifically completed by staff proposed to complete the subject project

PROPOSAL SUBMITTAL

All interested firms must submit their proposal by March 9, 2018 2018 at 2:00 PM:

- Via e-mail to swjones@ci.santa-fe.nm.gov
- Entries may be mailed or hand-delivered to:

Shannon Jones
Wastewater Management Division Director
73 Paseo Real
Santa Fe, NM 87507

All proposals, whether mailed, hand-delivered, or e-mailed, must be received on time. **No late proposal will be accepted.**

For any additional information contact Alan MacGregor, PE via email at:

asmacgregor@ci.santa-fe.nm.go

CITY OF SANTA FE

PROFESSIONAL SERVICES AGREEMENT

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

1. SCOPE OF SERVICES

The Contractor shall provide _____ services for the City.

A. Task 1 – Review of Existing Chapter XXII (Sewer) and Standard Construction Details

The engineering firm shall meet with representatives of the Wastewater Management Division at their office at 73 Paseo Real to review the Scope of Work and discuss the status and planned changes to Chapter XXII, the Design Criteria (Exhibit B of Chapter XXII), and the Standard Construction Details drawings ("the drawings"). The present version of the Chapter XXII is available for download at:

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these as the starting point for the revision. Based on their experience with similar-sized municipalities in the Southwest, the firm shall present topics that may be added to Chapter XXII, the Design Criteria and/or the drawings. Note that Section 22-9 of Chapter XXII, "Industrial Pretreatment Regulations and Procedures," is managed by a separate group within WMD and is not included within the scope of this project. Also, Exhibit A of Chapter XXII "Sanitary Sewer Rates, Fees, and Penalties" will not be updated at this time.

B. Task 2 – Updates to Chapter XXII

Based on the results of Task 1, the engineering firm will prepare suggested changes to Chapter XXII using the "Track Changes" feature of MS Word. This task will include an update of Exhibit B-Design Criteria, based upon standard engineering references such as published by the American Society of Civil Engineers (ASCE) and the Water Environment Federation (WEF). The WMD will meet with the firm to discuss proposed changes as needed.

C. Task 3 – Updates to Engineering Construction Details

Based on the results of Task 1, the engineering firm will prepare suggested changes to the drawings, using AutoCAD 2015, and supplied to the WMD as electronic files in "pdf" format. The WMD will provide a City of Santa Fe drawing template for use by the engineering firm. The WMD will meet with the firm to discuss proposed changes as needed. The engineer will revise

the drawings for final review by WMD, and when approved will issue the drawings to WMD in "dwg" and "pdf' format.

As documentation of the engineering services provided to the City of Santa Fe, the engineering firm will also provide two sets (hard-copy) of the Standard Details, signed and sealed by the licensed Professional Engineer in charge.

D. Task 4 – Additional Services

The City of Santa Fe may request a scope and cost for additional engineering services (similar in scope to those outlined in Tasks 1-3) to be supplied by the successful bidder. For the purposes of bidders' proposals, an allowance of $5,000 should be used in all proposals.

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. The City shall pay to the Contractor in full payment for services rendered, a sum not to exceed _____($_____), plus/inclusive of applicable gross receipts taxes.

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

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

4. APPROPRIATIONS

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

5. TERM AND EFFECTIVE DATE

This Agreement shall be effective when signed by the City and terminate on June 30, 2018, unless sooner pursuant to Article 6 below. Tasks 1 and 2 will be completed and invoiced by June 30, 2018. The Contract may be extended for an additional three (3) terms of twelve months (12) months

6. TERMINATION

A. This Agreement may be terminated by the City upon 30 days written notice to the Contractor.

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

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: Contractor:

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

CITY OF SANTA FE: CONTRACTOR:

_____ _____

BRIAN K. SNYDER, CITY MANAGER NAME & TITLE

DATE:_____ DATE:_____

CRS #:
Business Registration #:

ATTEST:

_____

YOLANDA Y. VIGIL, CITY CLERK

APPROVED AS TO FORM:

2/21

KELLEY A. BRENNAN, CITY ATTORNEY

APPROVED:

ADAM JOHNSON, FINANCE DIRECTOR

52468
Business Unit Line Item