# Cityof Santa Fe



# "REQUEST FOR PROPOSALS"

# ON-CALL ENGINEERING SERVICES FOR WATER SYSTEM CAPITAL IMPROVEMENTS PROGRAM

RFP# '19/16/P

City of Santa Fe

**PROPOSAL DUE:** 

November 9, 2018 2:00 P.M. PURCHASING OFFICE CITY OF SANTA FE 2651 SIRINGO ROAD BUILDING "H" SANTA FE, NEW MEXICO 87505

# **TABLE OF CONTENTS**

Advertisement for Proposals	1
Proposal Schedule	. 2
Information to Proponents	3
City Local Preference	4
Special Conditions	. 6
Scope of Services Required	8
Submittal Requirements	14
Final Evaluation for Written Proposals and Interviews	.25

# Attachments:

- Non-Disclosure and Conflict of Interest Statement
- 2. Campaign Contribution Disclosure Form
- 3. Minimum Wage Ordinance
- 4. Sample Contract

# REQUEST FOR PROPOSALS PROPOSAL NUMBER '19/16/P

Proposals will be received by the City of Santa Fe and shall be delivered to the City of Santa Fe Purchasing Office, 2651 Siringo Road Building "H" Santa Fe, New Mexico 87505 until 2:00 P.M. local prevailing time, November 9, 2018. Any proposal received after this deadline will not be considered. This proposal is for the purpose of procuring professional services for the following:

# ON-CALL ENGINEERING SERVICES FOR WATER SYSTEM CAPITAL IMPROVEMENTS PROGRAM

The City of Santa Fe, Water Division is interested in securing On-Call Engineering Services for designing and implementing water system improvements. Services will include water resources management and permitting support, geotechnical and structural analysis, field reconnaissance and design surveys, collecting field and other related data, hydraulic or other modeling, preparing technical specifications, developing detailed construction costs estimates, studies, reports, preliminary and final designs with bid documents, bid period related services, engineering during construction services, and construction management and/or inspection services as authorized by the Owner for a variety of utility work assignments to include, but not limited to, Water and Sanitary Sewer Lines, Water Systems Facilities, and Wastewater Systems Facilities. Possible third-party services consisting of geotechnical investigations and testing, architectural services, or other elements water and wastewater engineering services.

The proponent's attention is directed to the fact that all applicable Federal Laws, State Laws, Municipal Ordinances, and the rules and regulations of all authorities having jurisdiction over said item shall apply to the proposal throughout, and they will be deemed to be included in the proposal document the same as though herein written out in full. The City of Santa Fe is an Equal Opportunity Employer and all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation or national origin. The successful proponent will be required to conform to the Equal Opportunity Employment regulations.

Proposals may be held for sixty (60) days subject to action by the City. The City reserves the right to reject any of all proposals in part or in whole. Proposal packets are available by contacting: Jessica Chavez, City of Santa Fe, Purchasing Office, 2651 Siringo Road, Building "H" Santa Fe, New Mexico, 87505, (505) 955-5701.

Shirley Rodriguez, Interin Purchasing Officer

Received by the Santa Fe New Mexican Newspaper on: October 5, 2018

To be published on: October 11, 2018

Received by the Albuquerque Journal Newspaper on: October 5, 2018

To be published on: October 11, 2018

# PROPOSAL SCHEDULE

# RFP # '19/16/P

1. Advertisement: October 11, 2018

2. Issuance of RFP'S: October 11, 2018

3. Receipt of proposals: November 9, 2018 at 2:00 p.m. MT

Purchasing Office 2651 Siringo Road Bldg., "H" Santa Fe, New Mexico 87505 (505) 955-5711

5. Evaluation of proposals: November 26, 2018

6. Interviews (Optional): December 10, 2018

7. Negotiation of Contract December 12, 2018 thru December 31, 2018

8. Recommendation of award

to Public Utilities Committee: February 6, 2019

9. Recommendation of award

to Finance Committee: February 11, 2019

10. Recommendation of award

to City Council: February 27, 2019

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

# INFORMATION FOR PROPONENTS

### 1. RECEIPT OF PROPOSALS

The City of Santa Fe (herein called "City"), invites firms to submit five (5) copies of the proposal. Proposals will be received by the Purchasing Office, until 2:00 p.m. local prevailing time, November 9, 2018.

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

Proposal number: '19/16/P

# ON-CALL ENGINEERING SERVICES FOR WATER SYSTEM CAPITAL IMPROVEMENTS PROGRAM

Name and address of the proponent:

Any proposal received after the time and date specified shall not be considered. No proposing firm may withdraw a proposal within 60 days after the actual date of the opening thereof.

# 2. PREPARATION OF PROPOSAL

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

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

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

# 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 City of Santa Fe. The selection committee may interview the top three rated proponents; however, contracts may be awarded without such interviews. At its discretion the city reserves the right to alter the membership or size of the selection committee. The City reserves the right to change the number of firms interviewed.

# 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. CITY LOCAL PREFERENCE

A state of New Mexico Taxation and Revenue Department Resident Business Certification of eligibility must be attached. If an offer is received without a copy of the appropriate

State of New Mexico Taxation and Revenue Department issued Resident Business Certificate, the preference will not be applied.

# The City shall apply the following definitions and preferences:

- 1) "resident business" means a business that has a valid resident business certificate issued by the taxation and revenue department pursuant to Section 13-1-22, and which shows that the resident business resides within the Santa Fe municipal limits.
- 2) When the city makes a purchase using a formal bid process, the public body shall deem a bid submitted by a resident business to be 3% percent lower than the bid actually submitted. In addition, if the bid includes subcontractors who are also resident businesses, the public body shall deem a bid submitted by a resident business with resident business subcontractors to be 6% lower than the bid actually submitted. If a non-resident business hires all resident business subcontractors, the public body shall deem the bid to be 3% percent lower than the bid actually submitted.
- 3) When the city makes a purchase using a formal request for proposals process, not including contracts awarded on a point-based system, the city shall award an additional:
- (a) three percent or the total weight of all the factors used in evaluating the proposals to a resident business; and
- (b) three percent or the total weight of all the factors used in evaluating the used in evaluating the proposals to a business with all resident business subcontractors.
- 4) When the city makes a purchase using a formal request for proposals process, and the contract is awarded based on a point-based system, the city shall award additional points equivalent to:
- (1) three percent of the total possible points to a resident business: and
- (2) three percent of the total possible points to a business with all resident business subcontractors.
  - 5) The maximum available local preference shall be 6%.
  - 6) Competitive sealed proposals valued in excess of one million dollars (\$1,000,000.00)
  - (1) If the bid or proposal includes to subcontractors who are also resident business, the public body shall deem a bid or proposal submitted by a resident business to be six percent (6%) lower than the bid actually submitted, if and only if at least fifty percent (50%) of the subcontracted services go to subcontractors who are resident businesses.
  - (2) If a non-resident business hires resident business subcontractors, the public body shall deem the bid or proposal to be three percent (3%) lower than the bid actually

submitted, if and only at least fifty percent (50%) of the subcontracted services go to subcontractors who are resident businesses."

# 8. PROTESTS AND RESOLUTIONS PROCEDURES

Any proponent, offeror, or contractor who is aggrieved in connection with a procurement may protest to the Purchasing Officer. The protest must be in writing and submitted within fifteen (15) days and requirements regarding protest and resolution of protests are available from the Purchasing Office upon request.

### SPECIAL CONDITIONS

# 1. GENERAL

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

# 2. ASSIGNMENT

Neither the order, nor any interest therein, nor claim under, shall be assigned or transferred by the vendor, except as expressly authorized in writing by the City Purchasing Officer's Office. No such consent shall relieve the vendor from its obligations and liabilities under this order.

# 3. VARIATION IN SCOPE OF WORK

No increase in the scope of work of services or equipment after award will be accepted, unless means were provided for within the contract documents. Decreases in the scope of work of services or equipment can be made upon request by the city or if such variation has been caused by documented conditions beyond the vendor's control, and then only to the extent, as specified elsewhere in the contract documents.

# 4. DISCOUNTS

Any applicable discounts should be included in computing the bid submitted. Every effort will be made to process payments within 30 days of satisfactory receipt of goods or services. The City Purchasing Officer shall be the final determination of satisfactory receipt of goods or services.

# 5. TAXES

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

# 6. INVOICING

(A) The Consultant's invoice shall be submitted in duplicate and shall contain the following information: invoice number and date, description of the supplies or services, quantities, unit prices and extended totals. Separate invoices shall be submitted for each and every complete order. (B) The Consultant will review the invoice with the City's Project Manager and make corrections, prior to submission for payment. Invoices will be submitted to the Project Manager at the Wastewater Management Division. Do not send invoices to the 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 city reserves the right to cancel all or any part of this order without cost to the city if the vendor fails to meet the provisions for this order, and except as otherwise provided herein, to hold the vendor liable for any excess cost occasioned by the city due to the vendor's default. The vendor shall not be liable for any excess cost if failure to perform the order arises out of causes beyond the control and with the fault or negligence of the Vendor and these causes have been made known to the City of Santa Fe in written form within five working days of the vendor becoming aware of a cause which may create any delay; such causes include, but are not limited to, acts of God or the public enemy, acts of the State or of the Federal Government, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, unusually severe weather and defaults of sub-contractors due to any of the above unless the city shall determine that the suppliers or services to be furnished by the sub-contractor are obtainable from other sources in sufficient time to permit the vendor to meet the required delivery schedule. The rights and remedies of the city are not limited to those provided for in this paragraph and are in addition to any other rights provided for by law.

# 9. NON-DISCRIMINATION

By signing this City of Santa Fe bid or proposal, the vendor agrees to comply with the Presidents Executive Order No. 11246 as amended.

# 10. NON-COLLUSION

In signing this bid or proposal, the vendor certifies they have not, either directly or indirectly, entered into action in restraint of full competition in connection with this bid or proposal submittal to the City of Santa Fe.

# SCOPE OF SERVICES & PROJECT REQUIREMENTS

# I. BACKGROUND

The City of Santa Fe (the "City") Water Division's primary mission is to provide a safe, reliable, and sustainable water supply for its customers. The City manages four sources of water supply derived from surface water (Santa Fe River and Rio Grande via the Buckman Direct Diversion) and groundwater (City and Buckman well fields) sources. The City also utilizes reclaimed wastewater and water conservation programs to reduce demand on these sources. Details on the City's water supply portfolio, current production records, future projected demands, and framework of its distribution system are presented in the Water Transmission and Storage System Master Plan (2009), Long-Range Water Supply Plan (2008), and Annual Water Report (2017).

# II. PROFESSIONAL SERVICES

In general, the Engineering Firm shall perform professional engineering services on an as-needed basis as directed by the City's representative, primarily assigned Project Manager. The Engineering Firm shall have demonstrated expertise and experience in the areas of water supply, water resource management, planning and modeling, water distribution and storage, water quality, water system improvements, and well field operations. Engineering services shall meet the applicable requirements of the City and accepted industry standards and practices. The scope of work for any one project may involve some or all phases of project development and implementation which may include, but not limited to, the following:

- I. Technical water resources engineering and feasibility studies,
- II. Preliminary engineering services for design and construction,
- III. General engineering services for:
  - i. Capital Improvements,
  - ii. Repair and rehabilitation related assessments,
  - iii. Upgrades and improvements,
  - iv. Design support, preparation of design specifications, and procurement support for CIP
- IV. Water resources studies for:
  - i. Supply and demand management
  - ii. Well field sustainability analyses
  - iii. Water budget and geohydrologic modeling analyses
  - iv. Permitting
- V. Permit related activities, compliance and litigation support,
- VI. Water utility management support for:
  - i. Asset management
  - ii. Water loss audit
  - iii. Federal and State funding applications

# > Technical Water Resources Engineering and Feasibility Studies

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

- Perform water quantity and water quality evaluations related to water supply operations related to source water derived from reservoirs and production wells, recycled wastewater reuse, aquifer storage and recovery, and water treatment processes.
- Perform technical and system optimization studies for various water system operations related to sustainable water production, well field management, water distribution and storage, energy usage, surface and groundwater interaction, water budgets and related geohydrologic analyses.
- Production well design, construction, testing and sustainable operations. Water quality and treatment, blending and distribution.
- Perform feasibility studies for new and/or alternative water sources, aquifer storage and recovery, wastewater reuse, water treatment systems and engineering services in support of capital improvement projects including process technical evaluations; site layouts; design and process requirements; distribution and storage, booster pumps, energy efficiency; and capital and O&M costs.

# Preliminary Engineering Services for Design and Construction

- Prepare engineering details and calculations as needed for water supply, water transmission and water storage 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 water 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/or rehabilitation and replacement projects.
- Perform necessary field investigations and coordinate with regulatory agencies and other stakeholders to verify design and construction assumptions and constraints.
- Address right of way and easement issues.
- 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.
- Updates and revisions to the water distribution and storage master plan, asneeded.
- Improvements to distribution system network, pressure zone management, well systems, booster pump station, piping valves, junctures and storage tank improvements. Water system design and operations, water demand analyses, system utilization, operation and reliability

# Water Resources Studies

- Hydrologic and hydrogeological services as they pertain to water resource management, source protection, water resource management, permit compliance, water system, production, distribution and storage improvements.
- Water budget analyses, water level monitoring, stream gaging and seepage studies, surface and groundwater interaction, and evapotranspiration calculations in support of water resource management studies.
- Long range water supply plan (LRWSP) updates, drought management, new source of supply evaluations, system resiliency, supply and demand forecasting using decision analysis tool (WaterMAPS). Develop 5-, 10- and 20-year long range supply and demand forecasts and integrates result with LRWSP, T&D Master Plan, WaterMAPS decision tool, waste water reuse and conservation plans.

- Groundwater modeling in support of aquifer sustainability and safe yield estimates, groundwater pumping offset calculations, aquifer characteristic evaluations, and supply optimization evaluations. Predictive simulation of groundwater flow, model development and calibration and model validation with emphasis on Espanola Basin model(s).
- Well design, well efficiency, well permitting, specific capacity and aquifer testing, sustainable well yield assessment, well redevelopment, well construction and repair, well permitting, well siting.
- Water supply prioritization, economics, availability and resiliency, and water supply infrastructure.

# > Permit Related Activities, Compliance and Litigation Support

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

- Surface and groundwater water right permitting and applications.
- Inter-state compact compliance, permitting and accounting.
- Appropriation of surface water, groundwater administration, active water resource administration, and general water rights.
- Return flow credits, aquifer storage and recovery, reclaimed water reuse, discharge permitting and water quality compliance.

# Water Utility Management

- Asset management plan support including financial planning, life cycle evaluation, water accounting, capital improvements, risk assessments, asset inventory and data management.
- Water loss control program support to support water audit evaluations, conduct water audit intervention processes, and implement performance indicator evaluations.
- Support City pursuit of federal and state grant funding applications.
- Geographic information system (GIS) support, field surveying and mapping, graphical illustrations and reporting support.

# III. PROFESSIONAL SERVICES AGREEMENT (PSA) REQUIREMENTS

It is anticipated that the City 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) one year from the date of execution with the option for 3 additional one year extensions; or b) the required date for completion of an Assigned Task Order, provided that said Task Order was assigned prior to the contract expiration date. An example PSA has been included in this RFP. The City has budgeted up to \$500,000.00 per year to be applied towards this PSA for the purpose of executing water resources and engineering projects as outlined in its Capital Improvements Program (CIP) project lists. The City is under no obligation to expend any amount of this funding and expenditures will be incurred on an asneeded basis to complete projects on the City's direction.

The City may request the Engineering Firm provide a proposal to complete a scope of work for select engineering projects as defined by the City. 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 Task, unless the City agrees in advance that the work is not amendable 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 Project Manager and Water Division Director. Execution of the PSA and/or the submission of proposals for Task Orders do not guarantee the award of any Assigned Task Orders.

In summary, Once the On-Call Engineering PSA is approved and a purchase order is issued for \$500,000.00 work task orders will be negotiated and approved by the City Project Manager and Water Division Director.

- Project Task Orders: (1) Lump Sum Fee negotiated individually based on the contract rates, for each project and issued as a separate Purchase Order; or (2) Hourly Rate when the scope of services preclude reasonable estimates of time to complete. Engineering Firm shall be required to submit detailed time records, documentation for other expenses, and such other evidence.
- The City will request a lump sum fee or hourly rate proposal for each project (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 for Task Orders under this Agreement must reference the Agreement/Contract 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 contract will not be accepted.

- Each Project Task Order will be reviewed and approved in writing by the City representative prior to Engineering Firm initiating any work. The Firm shall be responsible for conveying the information of Project Task Order to its employees, agents or subcontractors or sub-consultants. Firm shall be responsible for any work not expressly set out in any Project Order but which may be reasonably implied for proper completion of the Project Order. The Project Task Order will clearly define the project schedule, meeting and reporting requirements.
- The Firm shall not commence any work that has not been authorized by a written purchase order (or change order) executed by the Procurement Division and without a written Notice to Proceed from the City's representative (Project Manager). The 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 Firm's services shall be considered complete upon satisfactory completion and acceptance by the Owner's Representative of the services outlined in the Project Order.
- The successful 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 Firm or any employee, agent, or subcontractor of the Firm under this Agreement. The Firm shall without additional compensation, correct or revise any errors, omissions, or other deficiencies in his or his employee's, agent's or subcontractor's designs, drawings, specifications, reports and other services.
- The Engineering Firm must acknowledge that approval by the City 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 liable in accordance with applicable law for all damages to the City caused by the Engineering Firm.

# IV. ENGINEERING QUALIFICATIONS

The City is seeking a firm(s) that can clearly demonstrate they currently have the requisite staff and necessary engineering expertise to provide On-Call Engineering Services with emphasis on equalizations for designing and implementing water system improvements. Services will include water resources management and permitting support, geotechnical and structural analysis, field reconnaissance and design surveys, collecting field and other related data, hydraulic or other modeling, preparing technical specifications, developing detailed construction costs estimates, studies, reports, preliminary and final designs with bid documents, bid period related

services, engineering during construction services, and construction management and/or inspection services as authorized by the Owner for a variety of utility work assignments to include, but not limited to, Water and Sanitary Sewer Lines, Water Systems Facilities, and Wastewater Systems Facilities.

All work must be done by or under the direct supervision of engineers and surveyors registered to practice in New Mexico. The City fully anticipates the Consultant to immediately start work on this project with the notice to proceed and expediently complete the design work within an approved schedule.

To propose on this project, the Consultant team shall have provided on-call engineering services for water purveyors that have system similar to the City in terms of water supply diversity and distribution system complexity. Please provide examples of on call engineering services the bidder has provided to the City or similar entities that are similar in nature as outlined in the Scope of Work specifically related to water resources and engineering applications. Relevant experience in water resources management of conjunctive surface and groundwater supply, distribution of water supply to meet baseload and peak demands, reuse of treated water and water supply and system optimization.

The Proposer shall demonstrate that all professional Consultant(s) that will be utilized to perform the work currently have the qualified professional staff and expertise to perform the work. Proposers must present a past record of performance on selected projects, with respect to such factors as estimation of project costs, control of costs, and ability to comply with critical schedules and budgets.

Project references are requested for each demonstration of performance on prior projects. In the proposal, Consultants need to describe their internal procedures to verify the accuracy of plans, quantities, and cost estimates before delivering plans to the Owner or the Owner's representative. The City's Project Manager will review task orders, pre-design submittals, and plans and specifications at 30, 60 and 90 percent completion. Errors and omissions discovered during and after design will be the responsibility of the engineering consultant.

# 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. Example Work Plans/Task Orders

- H. Quality Assurance/Quality Control
- I. Exceptions
- J. Statement of Wages and Direct Costs

The proposal shall be limited to no more than 50pages 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 City 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 City 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 City.
- Company Management/Ownership The City is looking for a 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 subcontractor'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 City'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 water supply and distribution, engineering support for Capital Improvement and water system upgrades experience the Engineering Firm

can demonstrate as well as any recent on-call engineering expertise. Past direct experience and understanding of the City water resources and management requirements, water distribution and storage systems, and regulatory compliance obligations is greatly valued. 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 and summarized in the Scope of Services (SOS) section. Please list and describe at least two similar projects completed by the firm within the past five years for each of 6 facets of engineering expertise solicited by the RFP as outlined in the SOS. For all projects, list the:

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

Provide examples of the Project Manager's (PM) City experience within the past five (5) years that serve to demonstrate the PMs Knowledge of City operations and procedures.

# E. Project Staff

Identify the Project Manager and specific engineering staff (focus on water supply, water resources and water storage and distribution experienced 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 City projects.
- Ability to interface with City staff, other public agencies, utility companies, contractors, and the public at large.
- Knowledge of the City water supply, storage and distribution, and water system operations.

- Knowledge of City regulatory obligations as they pertain to the water system operations and compliance.
- Education, Certifications, and Professional contributions.

Respondent shall have a New Mexico Registered Civil Engineer in responsible charge of all engineering work performed under this Agreement. The PM does not require a P.E 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 the Scope of Services.

# 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 in the organization 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 attached scope of work in a timely and responsive manner. Please provide an organization plan for management of the contract can be accomplished using the requested organizational chart that shows the proposed relationships between the key team members and support staffs 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 City's current water resources management and water distribution and storage conditions, requirements, and capital improvements. Please present a detailed plan on the firm's procedures and methodologies for performing the services required by the project scope and how these fit together with the City's managerial, technical and operational framework.

# Develop 3 Work Plan/Task Orders for the following example applications for on-call engineering services

The City is seeking responses to this Request for Proposals (RFP) for the services of an experienced and professionally qualified engineering firm (the "Engineering Firm") with demonstrated expertise and proven experience in the areas of municipal water supply, water resources management, distribution and storage, water quality, water system improvements, water resources analysis and permitting, reservoir and well field operations, water system operations and optimizing and capital improvement

program ("CIP") projects. The Engineering Firm is expected to provide comprehensive engineering services attributed to investigative studies, engineering consultation and engineering design, and expertise for construction projects managed by the Water Department. The firm may propose key teaming partners to be able to meet the project requirements.

The City expects to pursue at a minimum the following 3 water resources and engineering type projects through the aforementioned on-call engineering services professional services agreement (PSA) within the first 18 months of contract award. The City requests the bidder develop example work plans/task orders for each of the 3 project types. Each shall contains proposed scope of technical services, project schedule, and proposed team and associated fees to complete a relevant and critical project needed by the City. The 3 proposed projects are categorized as (1) Well Field Optimization, (2) Distribution System Upgrades and (3) Water Resources Management which are key elements to the on-call contract technical service The requested work plans/task order are designed to capability requirements. illustrate the bidder has a thorough understanding of the City water resources and distribution/storage systems, areas needing improvements and replacements and to clearly show the bidder can provide innovative engineering solutions to resolve technical challenges the City is currently experiencing with producing, treating and distributing water to its customer base.

The work plans/task order are expected to be professionally formatted and provide an example scope of services that presents a valid technical approach, project assumptions and risks and contingencies that are commonly encountered in these types of engineering applications. The Bidder should develop a technical scope for an valid project that will be implemented by the City under this PSA for each of the 3 categories listed below. The example project should be one that is either currently being considered by the City as part of its planning and implementation processes or a new relevant one the City has not yet considered in its planning but will bring considerable value in terms of producing and distributing high quality water. Each work plan/task order should be no longer than 5 pages. One is required for each of following 3 scopes of services items:

# a) City Well Field & Buckman Well Field Optimization and Implementation:

The City is interested in optimizing its groundwater production system via well field system improvements. The bidder is expected to have expertise in engineering and water resources applications for developing and implementing well field optimization to maximize water production, water quality, distribution, and storage through efficient and sustainable practices, such as:

- o Operations, maintenance and replacement well programs,
- Reduction of energy usage by well field operations,
- o Effective water distribution and storage system improvements
- Enhancing water quality throughout the system.
- o Design, permitting and construction oversight of new water supply wells.

The City has evaluated well field improvements through a series of studies that include Santa Fe Buckman Well Field Arsenic Evaluation Project Alternatives 5 and 6 (2012), Buckman Wells 10-13 Monitoring Program 5<sup>th</sup> Biennial Report (2018) and the City Well Field Optimization and Implementation Plan (2018). The findings and recommendations outlined in these reports need to be re-evaluated, refined asneeded per best management practices for water resources and engineering and implemented per the design specifications in accordance with the City's Capital Improvements Program (CIP). For example, the recently completed City well field study recommended system improvements that are summarized as follows:

Implementation Order	Project Rationale	Potential	Estimated Cost				
		Rationale	Capacity (AFY)	Facility Improvements	Infrastructure Improvements	Total	\$/AF
1	Permits	Anticipated lengthy permit acquisition from NMOSE and NMED DWB	N/A	N/A	N/A	Included well cost estimates	N/A
2	Torreon Rehabilitation	Short project duration, maintain reliable supply while replacing other wells; best value (S/AF)	450	\$560,000	N/A	\$560,000	\$1,244
3	Ferguson Replacement	Improve well performance; increase capacity by 280 AFY	480	\$1,836,000	\$80,000	\$1,916,000	\$3,991
4	Alto Replacement	Improve well performance; requires new site on City property, increase capacity by 200 AFY	650	\$2,024,000	\$80,000	\$2,104,000	\$3,237
5	St Michael's Replacement	Well has failed	600	\$1,892,000	N/A	\$1,892,000	\$3,153
6	Santa Fe Modification	Contain plume before replacing Agua Fria Well	200	\$525,000	N/A	\$525,000	\$2,625
7	Agua Fria Replacement	Maintain reliable supply while replacing other wells; high production capacity; increase capacity 450 AFY	1,150	\$2,083,000	N/A	\$2,083,000	\$1,811
8	Hospital Booster Station	Necessary to move water to higher pressure zone before high production wells 9 and 10 are in place	N/A	\$1,160,000	\$240,000	\$1,400,000	N/A
9	New Well Design/Construction	Necessary to use 4,865 AFY permitted water right, increases sustainability by moving pumping to the west, good value (S/AF)	1,920	\$2,438,000	\$52,000	\$2,490,000	\$1,297
10	Osage Replacement Design/Construction	High capacity well, moderate \$/AF	1,055	\$2,680,000	\$56,000	\$2,736,000	\$2,593
		Total	6,505		\$15,706,000		

Similarly, a study completed for the Buckman well field recommended improvements that are summarized as follows:

well considered for rehabilitation	potential options	estimated cost*
D. 1 1	Raise pump and reduce pumping rate to limit yield of high arsenic groundwater	\$100,000
Buckman 1	B. Install seal or swedge to limit yield from screen section(s) with higher arsenic	\$200,000
Buckman 2	A. Install seal or swedge in upper screen (200 to 300 ft) to limit yield of high uranium and arsenic groundwater	\$100,000
Buckman 9	A. Install seal or swedge in screen section yielding high arsenic groundwater from fault zone	\$225,000
Buckman 11	A. Install temporary or permanent plug in lower screen section to limit yield of high arsenic groundwater (1,200 to 2,000 ft)	\$150,000
Buckman 12	A. Install temporary or permanent plug in lower screen section to limit yield of high arsenic groundwater (1,300 to 2,000 ft)	\$150,000
Buckman 13	A. Install temporary or permanent plug in lower screen section to limit yield of high arsenic groundwater (1,000 to 2,000 ft)	\$150,000

<sup>\*</sup> cost estimate does not include replacing existing equipment such as column pipe and pumps

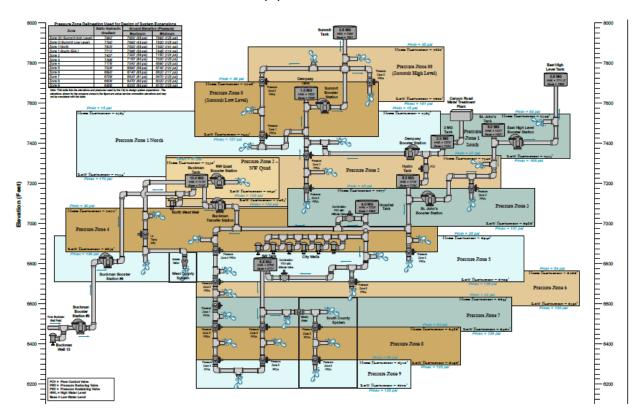
Details outlining the technical rational, costing and other factor are provided in the aforementioned reports. The City expects to utilize this PSA to re-assess the viability of these proposed well field improvements and to develop an integrated engineering strategy for designing and implementing these well field improvements in a best management and cost-effective manner. Please develop an example work plan/task order that highlights the expertise of the bidder in completing well field optimization services from design, build and operation standpoints. The bidder is not expected to provide a comprehensive plan to address all the deficiencies in the City and Buckman well fields, but instead to develop a plan to address a critical issue/deficiency in the current design and operation of these groundwater delivery systems.

# b) Distribution Line, Valves, Storage Tank and Booster Station Upgrades and Replacements:

The City is exploring best management practices for conducting engineering analyses of it hydraulics system to improve reliability, efficiency and system resiliency. This PSA will be utilized to implement any necessary system improvements that will improve water pressure issues, water quality enhancements, energy usage, system reliability and redundancy. The bidder is expected to have demonstrated expertise to complete as-needed engineering analyses necessary to ensure the system improvements proposed have the required technical justification, risk evaluations, adequate project costing, and contingencies. The City recognizes the need to revisit the technical rational and sequencing of work projects and expects to complete engineering design for upgrades and/or modifications to its water distribution lines, booster stations, valves and storage systems last evaluated in the

Water Transmission and Storage System Master Plan (2009). Example projects outlined include the following:

- S-2 Dempsey Booster Station: Provide secondary supply to Dempsey and Summit Tanks. A PRV at the BS will provide emergency supply to the Northwest Quadrant. Design a new pump station consisting of a pump house, 100,000 gallon suction well, two pumps with combined capacity of 1,500 gpm @ 320 feet TDH, back-up pump and PRV The BS pumps water from the 20" Northwest Quadrant pipeline to the 12" pipe in Zone 1.
- M-3 Dempsey Storage Tank 2: Provide storage capacity for Zone 1 and eventually Zones 0 and 00. Construct on city-owned land adjacent to the existing Dempsey Tank site, design a new 1 million gallon partially buried, concrete storage tank.
- M-4 Supply Loop to Zones 8 and 9 South Annexation Areas: Supply areas in Zones 8 and 9 to meet maximum delay demands. Design 29,000 linear feet of 12" diameter transmission pipe, PRV and Valve Vault.



The City is currently pursuing a separate contract to obtain engineering services to complete an upgrade to the 2009 Transmission and Distribution Master Plan and expects to utilize the on-call engineering PSA to review, enhance, and support engineering projects recommended in the upgraded master plan. It's important to note that changes to the City customer base, water supply system and demand requirements have occurred since the last master plan was completed and therefore the engineering assumptions, engineering analysis and recommendations need to be

re-evaluated to ensure the City system has adequate reliability and redundancy in the event any of its sources of supply are temporarily lost and degraded.

Please develop an example work plan/task order that highlights the expertise of the bidder in completing engineering designs for distribution line, valves, storage tank and booster station upgrades and replacements. The bidder is not expected to provide a comprehensive plan to address all the deficiencies in the City's distribution system, but instead to develop a plan to address a critical issue/deficiency in the current design and operation of the distribution and storage system that hinder the reliability and quality of water deliveries to customers throughout the City.

# c) Water Resources Management:

The City is in serious need of a comprehensive return flow strategy to maximize its treated wastewater for potable and/or non-potable supply. The City's effluent is currently treated at the City's Paseo Real Wastewater Plant and discharged to both the Santa Fe River and the existing reclaimed water distributions system which delivers non-potable water to reuse customers. The City is interested in maximizing the benefits of its return flows through a combination of return flow credits, expanded reuse, aquifer storage and recovery and other ways to either increase potable water supply, reduce demands on it production capacity, reserve water in storage for drought supply and other methods to diversify its water supply. The City desires to continue to discharge a component of its wastewater to the Santa Fe River while receiving some form of credit and utilizing an excess discharges to meet these objectives. Preliminary return flow strategies are outlined in the City's Reclaimed Wastewater Resource Plan (2013) and Santa Fe Water Reuse Feasibility Study (2017).

The City has evaluated reuse of treated wastewater through these and other studies but does not currently have a comprehensive strategy that satisfies the need to continue to discharge a portion of its effluent to the Santa Fe River for downstream uses, provides for a new and reliable source of water supply especially in times of drought, integrates properly into the existing water supply and distribution system, and is cost-effective to implement in the near term. The findings and recommendations outlined in these reports need to be re-evaluated, refined asneeded per best management practices for water resources and engineering and implemented per the design specifications in accordance with the City's Capital Improvements Program (CIP).



Note: Based on RWRP projection of constant 5 mgd total effluent flow and 2014 actual non-potable reuse demands.

Please develop an example work plan/task order that highlights the expertise of the bidder in completing a return flow strategy. The bidder is not expected to provide a comprehensive plan to address all the issues tied reusing the City's treated wastewater, but instead to develop a plan to address a critical issue/deficiency in the current City planning and operation of reuse water that factor in concerns with water quality, demand, public perception, permitting, and cost for utilizing treated wastewater as a new source of water supply for the City.

# 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 Please present the firm's expertise and program for copy in the Appendix. implementing cost control measured at all stages of project management. 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 with 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 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 City will expect the Engineering Firm will be able to sign the City'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.

# III. ERRORS AND OMISSIONS INSURANCE

Proponents must provide evidence of Professional Errors & Omissions Insurance coverage in minimum limits of \$1,000,000 per occurrence. Insurance certificates shall be attached to Proposal. No additional direct or reimbursable expense is allowed under Professional Services Agreements for this standard coverage. Insurance certificates shall apply to prime consultants only and must be attached to the proposal.

# EVALUATION CRITERIA & WEIGHTED VALUES

# WEIGHTED VALUES EVALUATION COMMITTEE MEMBERS

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

- 1. Ranking of qualified proposals by the Selection Committee as per the enclosed rating system.
- 2. Interviews
  - Interviews at the option of the City. If no interviews, 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 three 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.
- Consideration and approval of the governing body of the City of Santa Fe. The
  City Council, as governing body, will consider the Public Utilities and Finance.
  Committees' recommendations and make the final decisions as to award of
  contract.

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

Finance Department

Purchasing Officer or Designee

Public Utilities Department

Wastewater Management Division

Director or Designee

Engineering Section Engineer(s)

Operation Section Representative

Water Division

**Engineering Section** 

Water Resources Section

The City of Santa Fe reserves the right to alter the size and membership of the Selection Committee. There will be at least one Registered Professional Engineer on the Selection Committee.

**Interviews** - Interviews will be scheduled by the City of Santa Fe. They will consist of a 1-hr. 15-minute 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 Clty project and make them available for questions by the Selection Committee.

# **EVALUATION CRITERIA FORM**

# RFP '19/16/P

# ON-CALL ENGINEERING SERVICES FOR WATER SYSTEM CAPITAL IMPROVEMENTS PROGRAM

NAME OF FIRM: -	
NAME OF FIRMS —	

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

Proposal Component	Weighted Value	(1=low, 10=high)	Total Score	Max Score
Approach/ Methodology: Grasp of project requirements	15			150
Relevant experience of firm: Specific qualifications & experience of project team, demonstrated by previous projects related to on-call engineering projects for water and wastewater and other work elements as outlined in the Scope of Work.	20			200
Past Performance: The quality and timeliness of previous work for the City or other entity; the demonstrated ability to complete projects satisfactorily, to complete work within budget and to meet schedules. The demonstration of interfacing and collaborating with owners. The demonstration of completing a aeration system upgrade project similar in which the client was satisfied.	10			100
Knowledge of Local Conditions: Industry Std. Construction practice; Labor & Trades, bonding, seasonal construction limitations, project site, environmental, regulatory and procurement requirements.	5			50
Work Plans/Task Orders & Project Schedule: Discussion of work elements and time frames	25			250
Work Load: Consultant's staff size related to current uncompleted work and the amount of work proposed under this project. The amount of city work, if any, not yet 75% complete.	5			50
Proposed Fees: Wages and Direct Costs; reasonableness of cost proposals presented in the 3 work plan/task orders to manage, design, implement, and oversee the proposed work task order				
	20			200
Total Score	100			1000

SELECTION COMMITTEE		
<b>EVALUATOR SIGNATURE:</b>	D	ATE:

# INTERVIEW EVALUATION FORM RFP '19/16/P ON-CALL ENGINEERING SERVICES FOR WATER SYSTEM CAPITAL IMPROVEMENTS PROGRAM

NAME OF FIRM:		

# **INTERVIEW EVALUATION CRITERIA**

Criteria	Weighted Value	(1=low, 10=high)	Total Score	Max Score
Grasp of project requirements and presentation of management approach/methodology:  Evaluation of firm's discussion and analysis of project and local issues; evaluation of work plan discussion and relationship to fee. Does firm grasp lead times for official actions and do they manage that within their schedule?	20			200
2. Overall technical skills presentation skills:  Evaluation of discussion of firm's capability to organize and present concepts and technical information with clarity, and credibility, supported by visual aids. The firm's technical experience related to aeration system design and inspection.	20			200
3. Project Management:  Evaluation of firm's & specific project team members' style & efficacy; evaluation of firm's intent to interact with and mentor City professional staff; evaluation of project team's relevant experience & creativity; does this discussion tend to support firm's stated qualifications, experience and expertise?	20			200
4. Responses to other relevant issues: Raised by Selection Committee evaluation of firm's responses to committee's questions and issues.	20			200
5. Proposed Fees:  Is fee reasonable for scope and schedule? A very low fee may reflect a narrow scope, missing scope or a reduced amount of qualified engineer time. A very high fee may reflect us paying firm's learning curve, higher than normal area pay rates or higher effort than is required.	20	Carry over Score from Evaluation Criteria Form		200
Total Score	100			1000

SELECTION COMMITTEE	
EVALUATOR SIGNATURE:	DATE:

# CITY OF SANTA FE (CSF) NON-DISCLOSURE AND CONFLICT OF INTEREST STATEMENT

REQUEST FOR PROPOSAL# '
EVALUATOR NAME:
CSF policy is to prevent personal or organizational conflict of interest, or the appearance of such conflict of interest, in the award and administration of CSF contracts and Purchase Orders.
I,, the undersigned, hereby certify that the following statements are true and correct and that I understand and agree to be bound by commitments contained herein.
I am acting at the request of CSF as a participant in the evaluation of offers/proposals received in response to the Request for Offers! Request for Proposals, entitled and/ or numbered. I am acting of my own accord and not acting under duress. I am not currently employed by, nor am I receiving any compensation from, nor have I been the recipient of any present or future economic opportunity, employment, gift, loan, gratuity, special discount, trip, favor, or service in connection with any offer/proposal or involved Offeror/Proposer in return for favorable consideration. I have no preconceived position on the relative merits of any of the offers/proposals nor have I established a personal preference or position on the worth or standing of any Offeror/Proposer participating in this action. CSF policy is to prevent personal or organizational conflict of interest, or the appearance of such conflict of interest, in the award and administration of CSF contracts, including, but not limited to contracts for professional services, agreements with consultants and Purchase Orders.
I hereby certify that to the best of my knowledge and belief, no conflict of interest exists that may diminish my capacity to perform an impartial, technically sound objective review of this proposal(s) or otherwise result in a biased opinion or unfair competitive advantage. I agree not to disclose or otherwise divulge any information pertaining to the contents, status, or ranking of any offer/proposal to anyone other than the team leader or other evaluation team members. I understand the terms and "disclose or otherwise divulge" to include, but are not limited to, reproduction of any part or any portion of any offer/proposal, or removal of same from designated areas without prior authorization from the evaluation team leader. I agree to perform any and all evaluations of said offers/proposals in an unbiased manner, to the best of my ability, and with the best interest of CSF paramount in all decisions.  I agree to return to CSF Purchasing Department all copies of proposals, as well as any abstracts, upon completion of the evaluation.

SIGNATURE AND DATE:

# CAMPAIGN CONTRIBUTION DISCLOSURE FORM

Pursuant to NMSA 1978, § 13-1-191.1 (2006), any person seeking to enter into a contract with any state agency or local public body for professional services, a design and build project delivery system, or the design and installation of measures the primary purpose of which is to conserve natural resources must file this form with that state agency or local public body. This form must be filed even if the contract qualifies as a small purchase or a sole source contract. The prospective contractor must disclose whether they, a family member or a representative of the prospective contractor has made a campaign contribution to an applicable public official of the state or a local public body during the two years prior to the date on which the contractor submits a proposal or, in the case of a sole source or small purchase contract, the two years prior to the date the contractor signs the contract, if the aggregate total of contributions given by the prospective contractor, a family member or a representative of the prospective contractor to the public official exceeds two hundred and fifty dollars (\$250) over the two year period.

Furthermore, the state agency or local public body shall void an executed contract or cancel a solicitation or proposed award for a proposed contract if: 1) a prospective contractor, a family member of the prospective contractor, or a representative of the prospective contractor gives a campaign contribution or other thing of value to an applicable public official or the applicable public official's employees during the pendency of the procurement process or 2) a prospective contractor fails to submit a fully completed disclosure statement pursuant to the law.

THIS FORM MUST BE FILED BY ANY PROSPECTIVE CONTRACTOR WHETHER OR NOT THEY, THEIR FAMILY MEMBER, OR THEIR REPRESENTATIVE HAS MADE ANY CONTRIBUTIONS SUBJECT TO DISCLOSURE.

The following definitions apply:

- "Applicable public official" means a person elected to an office or a person appointed to complete a term of an elected office, who has the authority to award or influence the award of the contract for which the prospective contractor is submitting a competitive sealed proposal or who has the authority to negotiate a sole source or small purchase contract that may be awarded without submission of a sealed competitive proposal.
- "Campaign Contribution" means a gift, subscription, loan, advance or deposit of money or other thing of value, including the estimated value of an in-kind contribution, that is made to or received by an applicable public official or any person authorized to raise, collect or expend contributions on that official's behalf for the purpose of electing the official to either statewide or local office. "Campaign Contribution" includes the payment of a debt incurred in an election campaign, but does not include the value of services provided without compensation or unreimbursed travel or other personal expenses of individuals who volunteer a portion or all of their time on behalf of a candidate or political committee, nor does it include the administrative or solicitation expenses of a political committee that are paid by an organization that sponsors the committee.
- "Family member" means spouse, father, mother, child, father-in-law, mother-in-law, daughter-in-law or son-in-law.
- "Pendency of the procurement process" means the time period commencing with the public notice of the request for proposals and ending with the award of the contract or the cancellation of the request for proposals.
- "Person" means any corporation, partnership, individual, joint venture, association or any other private legal entity.
- "**Prospective contractor**" means a person who is subject to the competitive sealed proposal process set forth in the Procurement Code or is not required to submit a competitive sealed proposal because that person qualifies for a sole source or a small purchase contract.
- "Representative of a prospective contractor" means an officer or director of a corporation, a member or manager of a limited liability corporation, a partner of a partnership or a trustee of a trust of the prospective contractor.

DISCLOSURE OF CONTRIBUTIONS:

Contribution Made by:			_
Relation to Prospective Contractor:			_
Name of Applicable Public Official:	:		_
Date Contribution(s) Made:			_
Amount(s) of Contribution(s)			_
Nature of Contribution(s)			_
Purpose of Contribution(s)			_
(Attach extra pages if necessary)			_
Signature	Date		
Title (position)			
	O	R—	
NO CONTRIBUTIONS IN THE A (\$250) WERE MADE to an applica			
Signature	_	Date	
	_		



# City of Santa Fe Living Ordinance

PURSUANT TO THE CITY OF SANTA FE
LIVING WAGE ORDINANCE, SECTION 28-1 SFCC 1987
EFFECTIVE MARCH 1, 2018 ALL WORKERS WITHIN THE
CITY OF SANTA FE
SHALL BE PAID A LIVING WAGE OF

# \$11.40 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.

# CITY OF SANTA FE

# PROFESSIONAL SERVICES CONTRACT

THIS AGREEMENT is made and entered into by and between the City of Santa Fe, New Mexico, hereinafter referred to as the "City," and, hereinafter referred to as the "Contractor," and is effective as of the date set forth below upon which it is executed by the Parties.
IT IS AGREED BETWEEN THE PARTIES:
1. Scope of Work.  A. The Contractor shall perform On-Call Engineering Services for the City as follows and as described in Exhibit "A" attached hereto and incorporated herein:  1) Technical water resources engineering and feasibility studies,  2) Preliminary engineering services for design and construction,  3) 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 CIP  4) Water resources studies for:     a. Supply and demand management     b. Well field sustainability analyses     c. Water budget and geohydrologic modeling analyses     d. Permitting  5) Permit related activities, compliance and litigation support,  6) Water utility management support for:     a. Asset management     b. Water loss audit     c. Federal and State funding applications
A. The City shall pay to the Contractor in full payment for services satisfactorily performed at the rate of

compensation amount. In no event will the Contractor be paid for services provided in excess

of the total compensation amount without this Agreement being amended in writing prior to those services in excess of the total compensation amount being provided.

- B. Payment is subject to availability of funds pursuant to the Appropriations Paragraph set forth below and to any negotiations between the parties from year to year pursuant to Paragraph 1, Scope of Work, and to approval by the City. All invoices MUST BE received by the City no later than thirty 30) days after the termination of the Fiscal Year in which the services were delivered. Invoices received after such date WILL NOT BE PAID.
- C. Contractor must submit a detailed statement accounting for all services performed and expenses incurred. If the City finds that the services are not acceptable, within thirty days after the date of receipt of written notice from the Contractor that payment is requested, it shall provide the Contractor a letter of exception explaining the defect or objection to the services, and outlining steps the Contractor may take to provide remedial action. Upon certification by the City that the services have been received and accepted, payment shall be tendered to the Contractor within thirty days after the date of acceptance. If payment is made by mail, the payment shall be deemed tendered on the date it is postmarked. However, the City shall not incur late charges, interest, or penalties for failure to make payment within the time specified herein.

# 3. Term.

THIS AGREEMENT SHALL NOT BECOME EFFECTIVE UNTIL APPROVED BY THE CITY. This Agreement shall terminate on \_\_\_\_\_unless terminated pursuant to paragraph 4 (Termination), or paragraph 5 (Appropriations). In accordance with Section 13-1-150 NMSA 1978, no contract term for a professional services contract, including extensions and renewals, shall exceed four years, except as set forth in Section 13-1-150 NMSA 1978.

# 4. Termination.

- Termination. This Agreement may be terminated by either of the parties hereto upon written notice delivered to the other party at least thirty (30) days prior to the intended date of termination. Except as otherwise allowed or provided under this Agreement, the City's sole liability upon such termination shall be to pay for acceptable work performed prior to the Contractor's receipt of the notice of termination, if the City is the terminating party, or the Contractor's sending of the notice of termination, if the Contractor is the terminating party; provided, however, that a notice of termination shall not nullify or otherwise affect either party's liability for pre-termination defaults under or breaches of this Agreement. The Contractor shall submit an invoice for such work within thirty (30) days of receiving or sending the notice of termination. Notwithstanding the foregoing, this Agreement may be terminated immediately upon written notice to the Contractor if the Contractor becomes unable to perform the services contracted for, as determined by the City or if, during the term of this Agreement, the Contractor or any of its officers, employees or agents is indicted for fraud, embezzlement or other crime due to misuse of City funds or due to the Appropriations paragraph herein. THIS PROVISION IS NOT EXCLUSIVE AND DOES NOT WAIVE THE City's OTHER LEGAL RIGHTS AND REMEDIES CAUSED BY THE CONTRACTOR'S DEFAULT/BREACH OF THIS AGREEMENT.
  - B Termination Management. Immediately upon receipt by either the City or the

Contractor of notice of termination of this Agreement, the Contractor shall: 1) not incur any further obligations for salaries, services or any other expenditure of funds under this Agreement without written approval of the City; 2) comply with all directives issued by the City in the notice of termination as to the performance of work under this Agreement; and 3) take such action as the City shall direct for the protection, preservation, retention or transfer of all property titled to the City and records generated under this Agreement. Any non-expendable personal property or equipment provided to or purchased by the Contractor with contract funds shall become property of the City upon termination and shall be submitted to the City as soon as practicable.

# 5. Appropriations.

The terms of this Agreement are contingent upon sufficient appropriations and authorization being made by the City Council for the performance of this Agreement. If sufficient appropriations and authorization are not made by the City Council, this Agreement shall terminate immediately 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. If the City proposes an amendment to the Agreement to unilaterally reduce funding, the Contractor shall have the option to terminate the Agreement or to agree to the reduced funding, within thirty (30) days of receipt of the proposed amendment.

# 6. Status of Contractor.

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. The Contractor acknowledges that all sums received hereunder are reportable by the Contractor for tax purposes, including without limitation, self-employment and business income tax. The Contractor agrees not to purport to bind the City unless the Contractor has express written authority to do so, and then only within the strict limits of that authority.

# 7. Assignment.

The Contractor shall not assign or transfer any interest in this Agreement or assign any claims for money due or to become due under this Agreement without the prior written approval of the City.

# 8. Subcontracting.

The Contractor shall not subcontract any portion of the services to be performed under this Agreement without the prior written approval of the City. No such subcontract shall relieve the primary Contractor from its obligations and liabilities under this Agreement, nor shall any subcontract obligate direct payment from the City.

# 9. Release.

Final payment of the amounts due under this Agreement shall operate as a release of the City, its officers and employees from all liabilities, claims and obligations whatsoever arising from or under this Agreement.

# 10. 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.

# 11. Product of Service -- Copyright.

All materials developed or acquired by the Contractor under this Agreement shall become the property of the City and shall be delivered to the City no later than the termination date of this Agreement. Nothing developed or produced, in whole or in part, by the Contractor under this Agreement shall be the subject of an application for copyright or other claim of ownership by or on behalf of the Contractor.

# 12. Conflict of Interest; Governmental Conduct Act.

- A. The Contractor represents and warrants that it presently has no interest and, during the term of this Agreement, shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance or services required under the Agreement.
- B. The Contractor further represents and warrants that it has complied with, and, during the term of this Agreement, will continue to comply with, and that this Agreement complies with all applicable provisions of the Governmental Conduct Act, Chapter 10, Article 16 NMSA 1978.
- C. Contractor's representations and warranties in Paragraphs A and B of this Article 12 are material representations of fact upon which the City relied when this Agreement was entered into by the parties. Contractor shall provide immediate written notice to the City if, at any time during the term of this Agreement, Contractor learns that Contractor's representations and warranties in Paragraphs A and B of this Article 12 were erroneous on the effective date of this Agreement or have become erroneous by reason of new or changed circumstances. If it is later determined that Contractor's representations and warranties in Paragraphs A and B of this Article 12 were erroneous on the effective date of this Agreement or have become erroneous by reason of new or changed circumstances, in addition to other remedies available to the City and notwithstanding anything in the Agreement to the contrary, the City may immediately terminate the Agreement.
- D. All terms defined in the Governmental Conduct Act have the same meaning in this section.

# 13. Amendment.

- A. This Agreement shall not be altered, changed or amended except by instrument in writing executed by the parties hereto and all other required signatories.
- B. If the City proposes an amendment to the Agreement to unilaterally reduce funding due to budget or other considerations, the Contractor shall, within thirty (30) days of receipt of the proposed Amendment, have the option to terminate the Agreement, pursuant to the termination provisions as set forth in Article 4 herein, or to agree to the reduced funding.

# 14. Merger.

This Agreement incorporates all the Agreements, covenants and understandings between the parties hereto concerning the subject matter hereof, and all such covenants, Agreements and understandings have been merged into this written Agreement. No prior Agreement or understanding, oral or otherwise, of the parties or their agents shall be valid or enforceable unless embodied in this Agreement.

# 15. Penalties for violation of law.

The Procurement Code, Sections 13-1-28 through 13-1-199, NMSA 1978, imposes civil and criminal penalties for its violation. In addition, the New Mexico criminal statutes impose felony penalties for illegal bribes, gratuities and kickbacks.

# 16. Equal Opportunity Compliance.

The Contractor agrees to abide by all federal and state laws and rules and regulations, and Santa Fe City Code, pertaining to equal employment opportunity. In accordance with all such laws of the State of New Mexico, the Contractor assures that no person in the United States shall, on the grounds of race, religion, color, national origin, ancestry, sex, age, physical or mental handicap, or serious medical condition, spousal affiliation, sexual orientation or gender identity, be excluded from employment with or participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity performed under this Agreement. If Contractor is found not to be in compliance with these requirements during the life of this Agreement, Contractor agrees to take appropriate steps to correct these deficiencies.

# 17. Applicable Law.

The laws of the State of New Mexico shall govern this Agreement, without giving effect to its choice of law provisions. Venue shall be proper only in a New Mexico court of competent jurisdiction in accordance with Section 38-3-1 (G) NMSA 1978. By execution of this Agreement, Contractor acknowledges and agrees to the jurisdiction of the courts of the State of New Mexico over any and all lawsuits arising under or out of any term of this Agreement.

# 18. Workers Compensation.

The Contractor agrees to comply with state laws and rules applicable to workers compensation benefits for its employees. If the Contractor fails to comply with the Workers Compensation Act and applicable rules when required to do so, this Agreement may be terminated by the City.

19. <u>Professional Liability Insurance</u>. 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.

# 20. Other Insurance

If the services contemplated under this Agreement will be performed on or in City facilities or property, Contractor shall maintain in force during the entire term of this Agreement, the following insurance coverage(s), naming the City as additional insured.

- A. Workers Compensation (including accident and disease coverage) at the statutory limit. Employers liability: \$100,000.
- B. Comprehensive general liability (including endorsements providing broad form property damage, personal injury coverage and contractual assumption of liability for all liability the Contractor has assumed under this contract). Limits shall not be less than the following:
  - a. Bodily injury: \$1,000,000 per person /\$1,000,000 per occurrence.
  - b. Property damage or combined single limit coverage: \$1,000,000.
  - c. Automobile liability (including non-owned automobile coverage): \$1,000,000.
  - d. Umbrella: \$1,000,000.
- C. Contractor shall maintain the above insurance for the term of this Agreement and name the City as an additional insured and provide for 30 days cancellation notice on any Certificate of Insurance form furnished by Contractor. Such certificate shall also specifically state the coverage provided under the policy is primary over any other valid and collectible insurance and provide a waiver of subrogation.

# 21. Records and Financial Audit.

The Contractor shall maintain detailed time and expenditure records that indicate the date; time, nature and cost of services rendered during the Agreement's term and effect and retain them for a period of three (3) years from the date of final payment under this Agreement. The records shall be subject to inspection by the City. The City shall have the right to audit billings both before and after payment. Payment under this Agreement shall not foreclose the right of the City to recover excessive or illegal payments

# 22. Indemnification.

The Contractor shall defend, indemnify and hold harmless the City from all actions, proceeding, claims, demands, costs, damages, attorneys' fees and all other liabilities and expenses of any kind from any source which may arise out of the performance of this Agreement, caused by the negligent act or failure to act of the Contractor, its officers, employees, servants, subcontractors or agents, or if caused by the actions of any client of the Contractor resulting in injury or damage to persons or property during the time when the Contractor or any officer, agent, employee, servant or subcontractor thereof has or is performing services pursuant to this Agreement. In the event that any action, suit or proceeding related to the services performed by the Contractor or any officer, agent, employee, servant or subcontractor under this Agreement is brought against the Contractor, the Contractor shall, as soon as practicable but no later than two (2) days after it receives notice thereof, notify the legal counsel of the City.

# 23. Invalid Term or Condition.

If any term or condition of this Agreement shall be held invalid or unenforceable, the remainder of this Agreement shall not be affected and shall be valid and enforceable.

# 24. Enforcement of Agreement.

A party's failure to require strict performance of any provision of this Agreement shall not waive or diminish that party's right thereafter to demand strict compliance with that or any other

provision. No waiver by a party of any of its rights under this Agreement shall be effective unless express and in writing, and no effective waiver by a party of any of its rights shall be effective to waive any other rights.

# 25. Notices.

Any notice required to be given to either party by this Agreement shall be in writing and shall be delivered in person, by courier service or by U.S. mail, either first class or certified, return receipt requested, postage prepaid, as follows:

To the City: Water Division Director 801 W. San Mateo Santa Fe, NM 87505

To the Contractor: [insert name, address and email].

# 26. Authority.

If Contractor is other than a natural person, the individual(s) signing this Agreement on behalf of Contractor represents and warrants that he or she has the power and authority to bind Contractor, and that no further action, resolution, or approval from Contractor is necessary to enter into a binding contract.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date of the signature by the required approval authorities below.

CITY OF SANTA FE:	CONTRACTOR:
ALAN WEBBER, MAYOR	NAME AND TITLE
DATE:	DATE:CRS#
	Registration #
ATTEST:	
YOLANDA Y. VIGIL CITY CLERK	

APPROVED AS TO FORM:
ERIN K. MCSHERRY, CITY ATTORNEY
APPROVED:
MARY MCCOY, FINANCE DIRECTOR
Designed Heid Line Here
Business Unit Line Item

### EXHIBIT "A"

# 1) Technical Water Resources Engineering and Feasibility Studies

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

- a. Perform water quantity and water quality evaluations related to water supply operations related to source water derived from reservoirs and production wells, recycled wastewater reuse, aquifer storage and recovery, and water treatment processes.
- b. Perform technical and system optimization studies for various water system operations related to sustainable water production, well field management, water distribution and storage, energy usage, surface and groundwater interaction, water budgets and related geohydrologic analyses.
- c. Production well design, construction, testing and sustainable operations. Water quality and treatment, blending and distribution.
- d. Perform feasibility studies for new and/or alternative water sources, aquifer storage and recovery, wastewater reuse, water treatment systems and engineering services in support of capital improvement projects including process technical evaluations; site layouts; design and process requirements; distribution and storage, booster pumps, energy efficiency; and capital and O&M costs.

# 2) Preliminary Engineering Services for Design and Construction

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

- a. Prepare engineering details and calculations as needed for water supply, water transmission and water storage improvement projects.
- b. 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.
- c. Evaluate the design concept for constructability and practicality for construction phase and maintenance of water system improvements.
- d. Develop a design and construction schedule.

# 3) General Engineering

- a. Development of engineering design drawings and specifications for capital improvement projects, and/or rehabilitation and replacement projects.
- b. Perform necessary field investigations and coordinate with regulatory agencies and other stakeholders to verify design and construction assumptions and constraints.
- c. Address right of way and easement issues.
- d. 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.
- e. Updates and revisions to the water distribution and storage master plan, as-needed.
- f. Improvements to distribution system network, pressure zone management, well systems, booster pump station, piping valves, junctures and storage tank improvements. Water system design and operations, water demand analyses, system utilization, operation and reliability.

### 4) Water Resources Studies

- a. Hydrologic and hydrogeological services as they pertain to water resource management, source protection, water resource management, permit compliance, water system, production, distribution and storage improvements.
- b. Water budget analyses, water level monitoring, stream gaging and seepage studies, surface and groundwater interaction, and evapotranspiration calculations in support of water resource management studies.
- c. Long range water supply plan (LRWSP) updates, drought management, new source of supply evaluations, system resiliency, supply and demand forecasting using decision analysis tool (WaterMAPS). Develop 5-, 10- and 20-year long range supply and demand forecasts and integrates result with LRWSP, T&D Master Plan, WaterMAPS decision tool, waste water reuse and conservation plans.
- d. Groundwater modeling in support of aquifer sustainability and safe yield estimates, groundwater pumping offset calculations, aquifer characteristic evaluations, and supply optimization evaluations. Predictive simulation of groundwater flow, model development and calibration and model validation with emphasis on Espanola Basin model(s).

- e. Well design, well efficiency, well permitting, specific capacity and aquifer testing, sustainable well yield assessment, well redevelopment, well construction and repair, well permitting, well siting.
- f. Water supply prioritization, economics, availability and resiliency, and water supply infrastructure.

# 5) Permit Related Activities, Compliance and Litigation Support

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

- a. Surface and groundwater water right permitting and applications.
- b. Inter-state compact compliance, permitting and accounting.
- c. Appropriation of surface water, groundwater administration, active water resource administration, and general water rights.
- d. Return flow credits, aquifer storage and recovery, reclaimed water reuse, discharge permitting and water quality compliance.

# 6) Water Utility Management

- a. Asset management plan support including financial planning, life cycle evaluation, water accounting, capital improvements, risk assessments, asset inventory and data management.
- b. Water loss control program support to support water audit evaluations, conduct water audit intervention processes, and implement performance indicator evaluations.
- c. Support City pursuit of federal and state grant funding applications.
- d. Geographic information system (GIS) support, field surveying and mapping, graphical illustrations and reporting support.