

**CITY OF SANTA FE**  
**INVITATION TO BID**  
**ANALYTICAL WATER QUALITY TESTING**  
**SERVICES FOR BUCKMAN DIRECT DIVERSION**

**ITB # 23/01/B**

**NIGP Commodity Code: 98991**

**Bid Due Date and Time: August 11, 2022 at 2:00pm MDT**

Bidder MUST complete as applicable and sign the following in order for the Invitation to Bid (Bid) to be valid (type or print clearly):

Company Name: \_\_\_\_\_ Address: \_\_\_\_\_  
dba (if applicable): \_\_\_\_\_  
Co. Email: \_\_\_\_\_  
Co. Phone No.: \_\_\_\_\_  
NM Gross Receipts Tax # (CRS) \_\_\_\_\_ Federal Tax ID # \_\_\_\_\_

Payment terms: \_\_\_\_\_ (e.g., Net 30. Discount will not be considered in computing the low bid, see “Terms and Conditions”)

F.O.B. Point must be Destination, unless otherwise indicated in the Invitation to Bid.

Contractor’s Delivery: \_\_\_\_\_ (May be considered in the award)

Authorized Signature: \_\_\_\_\_ Print or type name: \_\_\_\_\_  
Signatory Email: \_\_\_\_\_ Phone No: \_\_\_\_\_

\* It is your responsibility as a bidder to ensure your bid is correct and accurate.

No amendment will be issued later than three (3) days prior to the date for receipt of bids, except an amendment withdrawing the bids or one which includes postponement of the date for receipt of bids.

If applicable, Bidder acknowledges receipt of the following amendment(s):  
Amendment No. \_\_\_\_ Dated: \_\_\_\_\_ Amendment No. \_\_\_\_ Dated: \_\_\_\_\_

Bids are subject to the “Terms and Conditions” shown on the attached pages of this document, and any additional bidding instructions or requirements. NOTE: if you decide not to bid, do not return this document.

**ELECTRONIC SUBMITTAL ONLY**  
**TERMS AND CONDITIONS**  
(Unless otherwise specified)

1. **General:** When the City of Santa Fe's Chief Procurement Officer (CPO) or his/her designee approves a purchase document in response to the bid, a binding contract is created.
2. **Variation in Quantity:** No variation in the quantity of any item called for by this order will be accepted unless such variation has been caused by conditions of loading, shipping, packing or allowances in manufacturing process and then only to the extent, if any, specified in this order.
3. **City Furnished Property:** City furnished property shall be returned to the City upon request in the same condition as received except for ordinary wear, tear and modifications ordered hereunder.
4. **Discounts:** Prompt payment discounts will not be considered in computing the low bid.
5. **Inspection:** Final inspection and acceptance will be made at the destination. Tangible Personal Property (goods) rejected at the destination for nonconformance with specifications shall be removed at Contractor's risk and expense, promptly after notice of rejection.
6. **Commercial Warranty:** Contractor agrees that the supplies or services furnished under this order shall be covered by the most favorable commercial warranties Contractor gives for such to any customer for such supplies or services. The rights and remedies provided herein shall extend to the City and are in addition to and do not limit any rights afforded to the City by any other clause of this order. **Contractor agrees not to disclaim warranties of fitness for a particular purpose of merchantability.**
7. **Taxes:** Price shall not include State gross receipts tax or local option tax. Such tax or taxes shall be added at time of invoicing at current rate and shown as a separate item to be paid by the Requesting Department.
8. **Packing, Shipping, and Invoicing:**
  - a. The City's purchasing document number and Contractor's name, Requesting Department's name and location shall be shown on each packing and delivery ticket, package, bill of lading and other correspondence in connection with the shipments. The Requesting Departments' count will be accepted by Contractor as final and conclusive on all shipments not accompanied by a packing ticket.
  - b. Contractor's invoice shall be submitted duly certified and shall contain the following information: order number, description of supplies or services, quantities, unit price and extended totals. Separate invoices shall be rendered for each and every complete shipment.
  - c. Invoices must be submitted to the Requesting Department and NOT to the City Chief Procurement Officer.
10. **Non-Collusion:** In signing this bid Contractor certifies he/she has not, either directly or indirectly, entered into action in restraint of free competitive bidding in connection with this offer submitted to the CPO or his/her designee.
11. **Nondiscrimination:** Contractor doing business with the City must be in compliance with the Federal Civil Rights Act of 1964 and Title VII of the Act (Rev. 1979) and the Americans with Disabilities Act of 1990 (Public Law 101-336).
12. **Penalties:** 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 bribes, gratuities, and kickbacks.
13. **Payment Provisions:** All payments under this Agreement are subject to the following provisions.
  - A. Acceptance - In accordance with Section 13-1-158 NMSA 1978, the City shall determine if the product or services provided meet specifications. Until the products or services have been accepted in writing by the City, the City shall not pay for any products or services. Unless otherwise agreed upon between the City and Contractor, within thirty (30) days from the date the City receives written notice from Contractor that payment is requested for services or within thirty (30) days from the receipt of products, the City shall issue a written certification (by letter or email) of complete or partial acceptance or rejection of the products or services. Unless

the City gives notice of rejection within the specified time period, the products or services will be deemed to have been accepted.

B. **Payment of Invoice** - Upon acceptance that the products or services have been received and accepted, payment shall be tendered to Contractor within thirty (30) days after the date of invoice. After the thirtieth day from the date that written certification of acceptance is issued, late payment charges shall be paid on the unpaid balance due on the contract to Contractor at the rate of 1.5 % per month. Contractor may submit invoices for payment no more frequently than monthly. Payment will be made to Contractor's designated mailing address. Payment on each invoice shall be due within 30 days from the date of the acceptance of the invoice. The City agrees to pay in full the balance shown on each account's statement, by the due date shown on said statement.

14. **Items:** All bid items are to be NEW and of most current production, unless otherwise specified.

15. **Workers' Compensation:** Contractor agrees to comply with State laws and rules pertaining to Workers' Compensation benefits for its employees. If Contractor fails to comply with Workers' Compensation Act and applicable rules when required to do so, this Agreement may be terminated by the City.

16. **Contractor Personnel:** Personnel proposed in Contractor's written bid to the Requesting Department are considered material to any work performed under this Agreement. Once a Purchase Order or contract has been executed, no changes of personnel will be made by Contractor without prior written consent of the Requesting Department. Replacement of any Contractor personnel, if approved, shall be with personnel of equal ability, experience, and qualifications. Contractor will be responsible for any expenses incurred in familiarizing the replacement personnel to insure their being productive to the project immediately upon receiving assignments. Approval of replacement personnel shall not be unreasonably withheld. The Requesting Department shall retain the right to request the removal of any of Contractor's personnel at any time.

17. **Records and Audit:** Contractor shall maintain detailed time and expenditure records that indicate the date, time, nature, and cost of services rendered during this 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 Requesting Department and the City. The Requesting Department shall have the right to audit billings, both before and after payment. Payment for services under this Agreement shall not foreclose the right of the Requesting Department to recover excessive or illegal payments.

18. **Subcontracts:** The foregoing requirements for Contractor Personnel, Subcontracting, and Audit shall be inserted into all subcontracts from the prime contractor to the subcontractor.

### **IMPORTANT BIDDING INFORMATION:**

**Submission of Bid:** 8/11/22 at 2:00 P.M. (MST/MDT) at which time the sealed Bids will be recorded as received and opened.

Solicitation packets are available at the following website: [https://www.santafenm.gov/bids\\_rfps](https://www.santafenm.gov/bids_rfps)

The Bid is to be delivered to:

***Submissions of all Invitation to Bids must be accomplished via email to: [purchasing\\_ITB@santafenm.gov](mailto:purchasing_ITB@santafenm.gov)***

### **BID SUBMISSION:**

Complete bid documents, as required, by this ITB. **ALL** Specifications, submittal required documentation, supporting materials, certificates, etc. in addition to the bid documents must be attached to form a complete responsive bid. (NMSA 1978 13-1-82-85; NMSA 1978 13-1-133)

- Electronic bid submissions through the following City of Santa Fe email: [purchasing\\_ITB@santafenm.gov](mailto:purchasing_ITB@santafenm.gov)

- It is the Bidder's responsibility to ensure all documents are completely uploaded and submitted electronically via the email submission system by the deadline set forth in this ITB. Such electronic submissions will be considered sealed bids in accordance with statute. **Note:** It is the responsibility of the Bidder to ensure bids are correct and accurate before submission. By bidding electronically, you acknowledge any and all amendments and it is your responsibility to ensure your bid corresponds with any amendments.
- If an amendment is processed after bid is submitted, Bidders must resubmit their bid in order for it to be considered fully submitted.
- Please ensure that you, as the Bidder, allow adequate time for large uploads and to fully complete your submittal by the deadline. A submission that is not both: (1) fully complete; and (2) received, via email by the deadline, will be deemed late. Further, a submission that is not fully complete by the deadline because the response was captured, blocked, filtered, quarantined or otherwise prevented from reaching the proper destination server by any anti-virus or other security software will be deemed late.
- It is the Bidder's responsibility to ensure that both a 'Read' receipt and 'Delivery' receipt is remitted and conveyed in their own email for their own records. The City of Santa Fe will not guarantee that a response email will be sent to the Bidder upon submission, however, every effort to acknowledge that the bid was received timely will be made.

All Bids received after the due date and time will be rejected and returned unopened. **NO LATE BID CAN BE ACCEPTED**

All Bids received after the due date and time will be rejected and an email will be sent confirming the late bid..

**Chief Procurement Officer (CPO):** If you are an individual with a disability and you require accommodations such as a hearing interpreter to attend our bid openings, please contact the CPO or his/her designee at least five (5) working days prior to the scheduled bid opening.

CPO contact information is:  
 Fran A. Dunaway  
 Chief Procurement Officer  
 City of Santa Fe  
[fadunaway@santafenm.gov](mailto:fadunaway@santafenm.gov)

**Any inquiries or requests** regarding this procurement should be submitted, in writing, to the Procurement Manager **AND** the Central Purchasing Office at the following emails:

Procurement Manager: Monique Maes  
 Email: [mmaes@santafenm.gov](mailto:mmmaes@santafenm.gov)

Central Purchasing Office: [purchasing\\_ITB@santafenm.gov](mailto:purchasing_ITB@santafenm.gov)

Bidders may contact **ONLY** the Procurement Manager and the Central Purchasing Office regarding this procurement. Other city employees or Evaluation Committee members do not have the authority to respond on behalf of the Procurement Manager.

**Protests of the solicitation or award must be submitted in writing to the CPO.** The CPO of the City of Santa Fe is the only authority for formal review and determination of a protest pursuant to §13-1-172, NMSA 1978 and Procurement Manual Section Y; **ONLY** protests delivered directly to the CPO in writing and in a timely fashion will be considered

**to have been submitted properly and in accordance with statute, rule and this Invitation to Bid.** Protests submitted or delivered to the CPO will **NOT** be considered properly submitted.

Bidders may contact ONLY the Procurement Manager or Central Purchasing Office regarding the terminology stated in the solicitation. Other City employees do not have the authority to respond on behalf of the City.

Bidders shall promptly notify the CPO or his/her designee of any ambiguity, inconsistency, or error which they may discover upon examination of the bid. Any response made by the City will be provided in writing to all contractors by addendum, no verbal responses shall be authoritative.

**BID OPENING:** Due to the COVID-19 Pandemic, the Bid opening will be accomplished through a Zoom meeting as follows:

Date: 08/11/22

Time: 2:00 PM Mountain Time (US and Canada)

Join Zoom Meeting @:

<https://santafenm-gov.zoom.us/j/84507322784?pwd=S2NkQlppUXRkTHQzWjBEdkxodHRSUT09>

Meeting ID: 845 0732 2784

Passcode: 777642

One tap mobile

+12532158782,,84507322784#,,,,\*777642# US (Tacoma)

+13462487799,,84507322784#,,,,\*777642# US (Houston)

Dial by your location

+1 253 215 8782 US (Tacoma)

+1 346 248 7799 US (Houston)

+1 669 444 9171 US

+1 669 900 6833 US (San Jose)

+1 301 715 8592 US (Washington DC)

+1 312 626 6799 US (Chicago)

+1 646 931 3860 US

+1 929 205 6099 US (New York)

Meeting ID: 845 0732 2784

Passcode: 777642

Find your local number: <https://santafenm-gov.zoom.us/u/kiGsCaTDX>

All Bidders must notify the CPO or his/her designee if any employee(s) of the requesting Department or the office of CPO have a financial interest in the Bidder:

**No financial interest**       **Yes financial interest**

If yes specify by name: \_\_\_\_\_

**Rejection of Bids:** The CPO or his/her designee shall have the right to reject any or all bids, and in particular to reject a bid not accompanied by the data required by this bidding document, or a bid which is in any way incomplete or irregular.

**Brand Name or Equal:** Where a brand name or equal is indicated, it is for the purpose of describing the standard of quality, performance, and characteristics desired and is not intended to restrict competition. "No substitute" specifications may be authorized ONLY if required to match existing equipment.

If bidding “equivalent” bidders must be prepared to furnish “complete data” upon request, preferably with bid, to avoid delay in award.

**Prohibit Bidding:** If any Bidder is of the opinion that the specifications as written preclude him from submitting a bid on this ITB, it is requested that his opinion be made known to the CPO or his/her designee, in writing, at least seven (7) days prior to the bid opening date.

**Responsible Bidder:** Bidders must, upon request of the CPO or his/her designee, provide information and data to prove that the financial resources, production of service facilities, service reputation and experience are adequate to make satisfactory delivery of the materials and/or services. the CPO or his/her designee reserves the right to require a Bidder to furnish a Performance Bond prior to award, where the Bidder is unable to furnish the required information or data, or for other reasons which would insure proper performance by the Bidder.

**Samples:** Unless otherwise indicated in the bid specifications, samples of the items, when required, shall be free of expense to the City. Samples not destroyed or mutilated in testing will be returned upon request, at Bidders expense. Each sample must be labeled to clearly show the bid number and item number that it pertains to. Unsolicited bid samples or descriptive literature, which is submitted at the Bidder’s risk, will not be returned.

**Bid tabulations:** Bid tabs will be posted to our website after the bid opening date. To access go to [https://www.santafenm.gov/bid\\_tabulations](https://www.santafenm.gov/bid_tabulations)

## AWARDS:

**Determination of Lowest Bidder** – Following determination of product acceptability, if any is required, bids will be evaluated to determine which Bidder offers the lowest cost to the City in accordance with the specifications and terms & conditions set forth in the Bid. The City reserves the right to award this Bid in total; by groups of items; on the basis of individual items; any combination of these which could result in a multiple award; or as otherwise specified in bid specifications; whichever, in his/her judgment, best serves the interest of the City.

The CPO or his/her designee shall have the right to waive technical irregularities, and to award to the Bidder whose bid is deemed to be in the best interest of the City.

**Special Notice** – To preclude any possible errors and/or misinterpretations, bid prices must be affixed legibly in ink or typewritten. Corrections or changes must be signed or initialed by Bidder prior to the scheduled bid opening; failure to do so will be just cause for rejection of bid.

Bids may be withdrawn upon receipt of written request, prior to scheduled bid opening for the purpose of making any corrections and/or changes; such corrections must be properly identified and signed or initialed by Bidder. Resubmittal must be prior to scheduled bid opening for consideration.

After bid opening, no modifications on bid prices or other provisions of bid shall be permitted. A low Bidder alleging a material mistake of fact after bids have been opened may be permitted to withdraw the bid upon written request prior to award at the discretion of the CPO or his/her designee.

**F.O.B. Destination** – Means goods are to be delivered to the destination designated by the Requesting Department which is the point at which the Requesting Department accepts ownership or title of the goods. Laws of New Mexico specifically prohibit acceptance of ownership of goods in transit. Any exception to F.O.B. Destination may cause bid to be declared nonresponsive.

## **STATEMENT OF WORK:**

### **Orders:**

Under the terms and conditions of this Agreement the City may issue orders for items described herein. The terms and conditions shall form a part of each order issued hereunder.

The items to be ordered shall be as listed in the Price Schedule. All orders issued hereunder will bear both an order number and the Purchase Order Number.

Only written signed orders are valid.

Items and/or services furnished hereunder shall conform to the requirements of specifications and/or drawings applicable to items listed under the Price Schedule. Orders issued against this schedule will show the applicable item(s), number(s), and price(s); however, they may not describe the item(s) fully.

The prices quoted herein represent the total compensation to be paid by the City for the goods provided including any and all labor, equipment, tools, materials, taxes, permits, licenses, or other costs necessary to complete the services or goods provided.

### **Shipping and Billing Instructions:**

Contractor shall ship in accordance with the following instructions: Shipment shall be made only against specific orders which the Requesting Department may place with Contractor during the term; Contractor shall enclose a packing list with each shipment listing the order number, Agreement number and the commercial parts number (if any) for each item; delivery shall be made as indicated by the Requesting Department. If contractor is unable to meet stated delivery the CPO or his/her designee must be notified.

### **Term:**

The term of this agreement shall be awarded for a four (4) year term. from date of award with an option to extend for up to three (3) additional years, on a year-by-year basis, and, by mutual agreement of all parties and approval of the CPO of the City of Santa Fe, at the same prices, terms and conditions. This Agreement shall not exceed four (4) years.

### **Method of Award:**

Pursuant to the Procurement Code, Sections 13-1-153 and 13-1-154, the City reserves the right to issue multiple awards to obtain the items listed. Award will be made to meet the best interests of the City of Santa Fe.

### **Tax Note:**

Prices submitted by the Bidder shall not include State Gross Receipts Tax (GRT) or Local Option Tax.

Applicable NMGRT rate will be applied and paid as determined by NM Taxation and Revenue Department at time of service.

The Awarded Vendor(s) shall add applicable NM GRT or Local Option Tax to their invoice at the current rates at the time of service as a separate line item to be paid by the user.

### **Escalation / Reduction Clause:**

Awarded Contractor shall keep pricing fixed for each year of this Agreement. Thereafter, City of Santa Fe and the Awarded Contractor may adjust pricing no more than once annually through an amendment to the Agreement at the time of Agreement renewal. Awarded Contractor shall submit all pricing increase requests to City of Santa Fe directly or through the agency contact in writing and provide substantiating evidence that each request is based on demonstrable market changes impacting the cost of products. The request must show all proposed increases by line item and include supporting documentation acceptable to City of Santa Fe (such as a letter from a manufacturer indicating price increases, etc.) City's decision on what is acceptable in this context is final and shall be accepted by all parties to the Agreement.

***Requested price increases that exceed 10% will not be accepted.*** No price increase may result in a higher profit margin for the Awarded Contractor than at the beginning of the initial term of this Agreement. Pricing changes will apply to Agreements and amendments to Agreements entered on and after the effective date of the price change. Price decreases as well as increases shall apply in the same manner. If Awarded Vendor's prices are reduced for any reason, users shall receive the benefit of such reductions, immediately. Price increases will not be retroactive to orders already in house or backorders. Orders will be filled at the price in effect on the date of receipt of the order by the vendor.

To facilitate prompt consideration, all requests for price increase must include all information listed below:

1. Agreement Item Number
2. Current Item Price
3. Proposed New Price
4. Percentage of Increase
5. Mill/Supplier Notification of price increase indicating percentage of increase and including the reason for the increase.

**Insurance Requirements:**

The Awarded Contractor shall procure and maintain at the Awarded Vendor's own expense, insurance of the kinds and in amounts herein required. This insurance shall be provided by insurance companies authorized to do business in the State of New Mexico and shall cover all operations under the price agreement, whether performed by the Awarded Vendor, the Awarded Vendor's agents or employees, or by sub-contractors. All insurance provided shall remain in full force and effect for the entire period of the work, up to and including final acceptance, and the removal of all equipment, employees, agents and sub-contractors therefrom.

**Bidding Information:**

The conditions and specifications set out in this ITB are inseparable and indivisible. Any Bidder, by submitting a bid, agrees to be bound by all such conditions and/or specifications. All conditions and specifications in the ITB, and all other documents required to be submitted, shall be submitted by the Bidder in their bid package. Failure to do so or any attempt to vary or change the conditions or specifications of the invitation to bid shall, at the discretion of the City of Santa Fe, constitute grounds for rejection of the entire bid.

The prices quoted herein represent the total compensation to be paid by the City of Santa Fe for goods and/or services provided. It is understood that the Bidder providing said goods and/or services to the City of Santa Fe is responsible for payment of all costs of labor, equipment, tools, materials, federal taxes, permits, licenses, fees, and any other items necessary to complete the work provided. The prices quoted in this price agreement include an amount sufficient to cover such costs. When bidding, enter the amounts for the respective bid item unit prices to a maximum of three (3) decimal places.

The Awarded Contractor shall be considered an independent Contractor and not an employee of the City of Santa Fe. The Agency shall provide direction regarding the time and place of performance and compliance with rules and regulations required by this price agreement.

All interested Bidders, at a minimum, must be able to provide the products and/or services identified within the scope of work of this invitation to bid.

Bidder shall promptly notify the City of any ambiguity, inconsistency or error which they may discover upon the examination of the bidding documents, or of site and local conditions.



This bid may be awarded as a multiple source bid: This decision will depend on the number of responsive bids that are received and the totality of each bid. The intent of this ITB is to ensure all bid items are covered for the stated scope of work for any period of time. Bidders must provide a numerical value for columns 6-8 in the Cost Response for each item bid.

**IMPORTANT: NO ADDITIONAL TERMS AND/OR CONDITIONS WILL BE ACCEPTED**

**SPECIFICATIONS:**

**1. Scope of Work**

The City of Santa Fe is seeking bids for Analytical Testing Services for Buckman Direct Diversion (BDD) Project Storm Water Quality Assessment. BDD requests qualified Laboratories to submit bids, including costs for completion, for laboratory analysis of environmental samples, including meeting standards for quality assurance and quality control (QA/QC) and for reporting in accordance with the electronic data deliverables (EDD) as described in #5, Bid Items. The scope of work shall consist of analyzing environmental samples in accordance with approved US Environment Protection Agency (EPA), or industry-accepted methods including specified EPA method detection limits.

**2. Detailed Scoped of Work**

The following is the scope of work for Laboratories to bid, that the BDD requires are listed below:

- ✚ Laboratory shall provide ice chests, sample containers (with appropriate preservatives) at no additional charge;
- ✚ Laboratory shall provide Chain-of-Custody (COC) form;
- ✚ Laboratory shall provide sample labels;
- ✚ Laboratory shall bear all shipping cost for shipment of five (5) or more samples at no additional charge;
- ✚ Laboratory shall handle & document all samples for analyses according to generally accepted chain-of-custody procedures;
- ✚ BDD shall ship samples to laboratory or sub-contracted laboratory unless laboratory specifies its own pick-up service;
- ✚ Any work requested by BDD through submission of the COC form will become part of this Contract;
- ✚ Upon request of BDD, the laboratory shall perform analysis on solid (soil or sediment) or water samples;
- ✚ Laboratory shall analyze the samples within the method-specific holding times following appropriate COC, preparation and method QA/QC procedures;
- ✚ Upon completion of analyses, the laboratory shall be responsible for the disposal of all samples, but shall not dispose of the samples for at least thirty (30) days after delivery of the final laboratory reports;
- ✚ Laboratory shall provide complete data packets to BDD as soon as possible after analyses are completed but no later than thirty (30) days, unless a delay in delivery was approved by BDD in writing;
- ✚ The data packet shall include a detailed lab report if requested by BDD and an electronic data deliverables (EDDs) of all analyses in the format specified by BDD. The laboratory must transmit data packets electronically.

- ✚ The data packet shall include a Level III quality control description at no additional cost; and
- ✚ Upon request by BDD, laboratory shall make available to BDD laboratory personnel for the purposes of providing oral or written testimony in administrative or legal proceedings.

**3. Laboratory Accreditation**

A qualified laboratory must provide documentation of the ability to produce valid and defensible data and documentation of having state certification or National Environmental Laboratory Accreditation Program (NELAP) certification. Additional accreditation from other organizations as NELAC and ISO will also be considered. If some analyses are to be completed by a sub-contractor laboratory, the bidder must provide the same documentation for the sub-contractor to BDD. The above licensing information is to be submitted with the bid. Failure to do so may deem the bid unresponsive.

**4. Minimum Requirements for Laboratory Reports and Electronic Data Deliverables (EDDs)**

Laboratories must be able to produce EDDs. The EDD shall be a simple Excel or CSV file. The Laboratory must certify that the EDD is an accurate representation of the analytical and QC results. The data packets shall include a detailed lab report whenever requested by BDD and always an EDDs. Detailed lab reports must contain sufficient information for a third party validation to recreate the analytical sequence. Detailed lab report must contain the following:

Chain-of-custody, sample receiving checklist, and any communications with the client about the sample delivery group.

Case narrative including notation of any deviations from the approved methods, QC failures, missed holding times or other anomalies.

Definition of qualifiers.

Analytical report meeting the requirements defined in NELAC standard.

Raw data – Initial calibration including calibration model used

Raw data – Calibration Verification Standard (CCV)

Raw data – Initial Calibration Verification Standard (ICV)

Raw data – Method blank

Raw data – Laboratory Control Sample (LCS)

Raw data – Matrix spike/matrix spike duplicate (MS/MSD)

Raw data – Interference check standards (for metals analysis)

Raw data – Post digestion spike

Raw data – Tunes

Raw data – Sample results

Raw data – Sample preparation methods

Raw data – other relevant information

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

Lab sample ID

Field ID

Sample Date

Sample Time

Preparation Date

Analysis Date

QC batch

Units

MDL

PQL

Sample Type (i.e. SAMP, MB, LCS, MS/MSD, CCV, ICV, etc.)

Matrix

Sample Result

CAS Number

Analyte Name

Analytical Method

Spike true value (QC and calibration samples)

Percent recovery (QC samples)

RPD (QC samples)

Dilution factor

Parent sample (for MS Lab ID of the sample)

Lab Qualifier

ICV, CCV

Method blank results

LCS/LCSD results

MS/MSD results, and  
sample results.

It is preferred that the Laboratory include the calibration standards in the EDD along with the concentration of the standard (placed in the Spike true value field). It is also preferred that the Laboratory include any post digestion spikes.

## **5. Bid Items**

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

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

**23/01/B BDD WATER TESTING COST RESPONSE**

1	2	3	4	5	6	7	8
Item	Analytes	Method	Sub-Contractor	Proposed Alternative Method	Proposed MDL/RL (% MUST be submitted)	Cost for Water Sample/Required Volume (Cost MUST be submitted)	Cost for Solid Sample (Cost MUST be Submitted)
1	Gross alpha	EPA:900.0			%	\$	\$
2	Gross beta	EPA:900.0			%	\$	\$
3	Strontium-90	ASTM 5811			%	\$	\$
4	Americium-241	HASL-300:AM-241			%	\$	\$
	<b>Radionuclides by gamma spec</b>	<b>EPA:901.1</b>					
6	Ac-228	EPA:901.1			%	\$	\$
7	Bi-212	EPA:901.1			%	\$	\$
8	Bi-214	EPA:901.1			%	\$	\$
9	Cs-137	EPA:901.1			%	\$	\$
10	Cs-134	EPA:901.1			%	\$	\$
11	Co-60	EPA:901.1			%	\$	\$
12	Na-22	EPA:901.1			%	\$	\$
13	K-40	EPA:901.1			%	\$	\$
14	Pa-234m	EPA:901.1			%	\$	\$
15	Pb-212	EPA:901.1			%	\$	\$
16	Pb-214	EPA:901.1			%	\$	\$
17	Tl-208	EPA:901.1			%	\$	\$
18	Neptunium-237	HASL-300			%	\$	\$
19	Plutonium (isotopic)	HASL-300:ISOPU			%	\$	\$
20	Uranium (isotopic)	HASL-300:ISOU			%	\$	\$
21	PCBs	EPA 1668A			%	\$	\$
22	Radium-226 & 228	EPA:903.1 & EPA:904.0			%	\$	\$
23	Perchlorate	SW846 6850			%	\$	\$
24	Cyanide (special circumstances)	EPA:335.4			%	\$	\$
	<b>Metals plus Hg</b>						
25	Al	EPA:200.7 or 200.8			%	\$	\$
26	Sb	EPA:200.7 or 200.8			%	\$	\$
27	As	EPA:200.7 or 200.8			%	\$	\$
28	Ba	EPA:200.7 or 200.8			%	\$	\$
29	Be	EPA:200.7 or 200.8			%	\$	\$
30	B	EPA:200.7 or 200.8			%	\$	\$
31	Cd	EPA:200.7 or 200.8			%	\$	\$
32	Ca	EPA:200.7 or 200.8			%	\$	\$
33	Cr	EPA:200.7 or 200.8			%	\$	\$
34	Co	EPA:200.7 or 200.8			%	\$	\$
35	Cu	EPA:200.7 or 200.8			%	\$	\$
36	Fe	EPA:200.7 or 200.8			%	\$	\$
37	Pb	EPA:200.7 or 200.8			%	\$	\$
38	Mn	EPA:200.7 or 200.8			%	\$	\$
39	Mg	EPA:200.7 or 200.8			%	\$	\$
40	Ni	EPA:200.7 or 200.8			%	\$	\$
41	K	EPA:200.7 or 200.8			%	\$	\$
42	Se	EPA:200.7 or 200.8			%	\$	\$
43	Ag	EPA:200.7 or 200.8			%	\$	\$
44	Na	EPA:200.7 or 200.8			%	\$	\$
45	Tl	EPA:200.7 or 200.8			%	\$	\$
46	U	EPA:200.7 or 200.8			%	\$	\$
47	V	EPA:200.7 or 200.8			%	\$	\$
48	Zn	EPA:200.7 or 200.8			%	\$	\$
49	Hg	EPA: 245.2			%	\$	\$
<b>NOTE: IN ORDER TO HAVE A RESPONSIVE BID COLUMNS 6-8 MUST BE SUBMITTED WITH A NUMERIC VALUE FOR EACH ITEM BID.</b>							

## LIVING WAGE ORDINANCE



PURSUANT TO THE CITY OF SANTA FE  
LIVING WAGE ORDINANCE, SECTION 28-1 SFCC 1987  
EFFECTIVE MARCH 1, 2022 ALL WORKERS WITHIN THE  
CITY OF SANTA FE  
SHALL BE PAID A LIVING WAGE OF

**\$12.95**  
**PER HOUR**

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).

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

- 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.
- 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.

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More Information, including the Living Wage Ordinance, is available at  
[www.santafenm.gov/living\\_wage\\_information](http://www.santafenm.gov/living_wage_information)

## **DRAFT CONTRACT**

**The Agreement included in this Appendix C represents the contract/price agreement the City intends to use to make an award/awards. The BDDB reserves the right to modify the Agreement prior to, or during, the award process, as necessary.**

**BUCKMAN DIRECT DIVERSION BOARD  
PROFESSIONAL SERVICES AGREEMENT  
WITH TBD**

THIS PROFESSIONAL SERVICES AGREEMENT (“Agreement”) is made and entered into by and between the Buckman Direct Diversion Board (“BDDDB”), and \_\_\_\_\_. (“Contractor”). The effective date of this Agreement shall be the date when it is executed by the BDDDB.

**1. SCOPE OF SERVICES**

Contractor shall provide services for the BDDDB as described in Exhibit A attached hereto.

**2. STANDARD OF PERFORMANCE; LICENSES**

A. Contractor represents that Contractor possesses the personnel, experience and knowledge necessary to perform the Scope of Services described in this Agreement. Contractor shall perform its services in accordance with generally accepted standards and practices customarily utilized by competent consulting firms in effect at the time Contractor’s services are rendered.

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

**3. COMPENSATION**

A. Compensation under this Agreement shall be the sum not to exceed an amount to be determined (\$TBD), plus applicable gross receipts tax.

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

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

#### **4. APPROPRIATIONS**

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

#### **5. TERM AND EFFECTIVE DATE**

A. This Agreement shall be effective when signed by the BDDDB and terminate on June 30, 2023, unless it is terminated sooner pursuant to Article 6 of this Agreement.

B. Pursuant to the limitations on multi-term contracts for professional services codified in NMSA 1978 § 13-1-150, this Agreement may not exceed four years, including all extensions and renewals. Subject to that limitation, the Agreement can be renewed annually, if agreed upon by the BDDDB and Contractor.

#### **6. TERMINATION**

A. This Agreement may be terminated by the BDDDB upon 30 days written notice to Contractor. In the event of such termination:

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

(2) If payment has not already been made, Contractor shall be paid for services rendered and expenses incurred through the date Contractor receives notice of such termination. If full payment has been made, Contractor agrees to prorate for work accomplished and refund all amounts earned.



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

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

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

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

**8. CONFIDENTIALITY**

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

**9. CONFLICT OF INTEREST**

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

**10. ASSIGNMENT; SUBCONTRACTING**

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

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

## **11. RELEASE**

Contractor, upon acceptance of final payment of the amount due under this Agreement, releases the BDDDB, City of Santa Fe, Santa Fe County, Las Campanas Water and Sewer Cooperative and The Club at Las Campanas; their officers, officials and employees, from all liabilities, claims and obligations whatsoever arising from or under this Agreement. If not completed at the time of final payment, Contractor shall remain obligated to complete the Scope of Services and other obligations of this Agreement. Contractor agrees not to purport to bind the BDDDB to any obligation not assumed herein by the BDDDB unless Contractor has express written authority to do so, and then only within the strict limits of that authority.

## **12. INSURANCE**

**A.** Contractor shall not begin the Professional Services required under this Agreement until it has: (i) obtained, and upon the BDDDB's request provided to the BDDDB, insurance certificates reflecting evidence of all insurance required herein; however, the BDDDB reserves the right to request, and Contractor shall submit, copies of any policy upon reasonable request by the BDDDB; (ii) obtained BDDDB approval of each company or companies as required below; and (iii) confirmed that all policies contain the specific provisions required. Contractor's liabilities, including but not limited to Contractor's indemnity obligations, under this Agreement, shall not be deemed limited in any way to the insurance coverage required herein. Maintenance of specified insurance coverage is a material element of this Agreement and Contractor's failure to maintain or renew coverage or to provide evidence of renewal during the term of this Agreement may be treated as a material breach of Agreement by the BDDDB.

B. Further, Contractor shall not modify any policy or endorsement thereto which increases the BDDDB's exposure to loss for the duration of this Agreement.

C. **Types of Insurance.** At all times during the term of this Agreement, Contractor shall maintain insurance coverage as follows:

(1) **Commercial General Liability.** Commercial General Liability (CGL) Insurance must be written on an ISO Occurrence form or an equivalent form providing coverage at least as broad which shall cover liability arising from any and all bodily injury, personal injury or property damage providing the following minimum limits of liability.

General Annual Aggregate (other than Products/Completed Operation)	\$1,000,000
Products/Completed Operations Aggregate Limit	\$1,000,000
Personal Injury Limit	\$1,000,000
Each Occurrence	\$1,000,000

(2) **Automobile Liability.** For all of Contractor's automobiles including owned, hired and non-owned automobiles, Contractor shall keep in full force and effect, automobile liability insurance providing coverage at least as broad for bodily injury and property damage with a combined single limit of not less than \$1 million per accident. An insurance certificate shall be submitted to the BDDDB that reflects coverage for any automobile [any auto].

(3) **Professional Liability.** For Contractor and all of Contractor's employees who are to perform professional services under this Agreement, Contractor shall keep in full force and effect, Professional Liability insurance for any professional acts, errors or omissions. Such policy shall provide a limit of not less than \$1,000,000 per claim and \$1,000,000 annual aggregate. Contractor shall ensure both that: (i) the policy retroactive date is on or before the date of commencement of the first work performed under this

Agreement; and (ii) the policy will be maintained in force for a period of three years after substantial completion of the project or termination of this Agreement whichever occurs last. If professional services rendered under this Agreement include work relating to environmental or pollution hazards, Contractor's policy shall not contain exclusions for those activities.

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

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

Contractor shall provide an endorsement that the insurer waives the right of subrogation against the BDDDB, City of Santa Fe, Santa Fe County, Las Campanas Water and Sewer Cooperative and The Club at Las Campanas; their respective elected officials, officers, employees, agents, volunteers and representatives.

D. **Cancellation.** Except as provided for under New Mexico law, all policies of insurance required hereunder must provide that the BDDDB is entitled to thirty (30) days prior written notice (10 days for cancellation due to non-payment of premium) of cancellation or non-renewal of the policy or policies as evidence by an endorsement to the policies which shall be attached to the certificates of insurance. Cancellation provisions in insurance certificates shall not contain the qualifying words "endeavor to" and "but failure to mail such notice shall impose no obligation or liability of any kind upon the company, its agents or representatives". In the event

Contractor's insurance carriers will not agree to this notice requirement, Contractor will provide written notice to the BDDDB within four working days of Contractor's receipt of notice from its insurance carrier(s) of any cancellation, nonrenewal or material reduction of the required insurance.

E. **Insurer Requirements.** All insurance required by express provision of this Agreement shall be carried only by responsible insurance companies that have rated "A-" and "V" or better by the A.M. Best Key Rating Guide, that are authorized to do business in the State of New Mexico, and that have been approved by the BDDDB. The BDDDB will accept insurance provided by non-admitted, "surplus lines" carriers only if the carrier is authorized to do business in the State of New Mexico.

F. **Deductibles.** All deductibles or co-payments on any policy shall be the responsibility of Contractor.

G. **Specific Provisions Required.**

(1) Each policy shall expressly provide, and an endorsement shall be submitted to the BDDDB, that the policy or policies providing coverage for Commercial General Liability must be endorsed to include as an Additional Insured, the BDDDB, City of Santa Fe, Santa Fe County, Las Campanas Water and Sewer Cooperative and The Club at Las Campanas; their respective elected officials, officers, employees, agents, volunteers and representatives.

(2) All policies required herein are primary and non-contributory to any insurance that may be carried by the BDDDB, City of Santa Fe, Santa Fe County, Las Campanas Water and Sewer Cooperative and The Club at Las Campanas; their respective

elected officials, officers, employees, agents, volunteers and representatives, as reflected in an endorsement which shall be submitted to the BDDDB.

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

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

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

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

### 13. INDEMNIFICATION

**General Indemnification.** To the greatest extent permitted by law, Contractor shall indemnify, hold harmless and defend the BDDDB, City of Santa Fe, Santa Fe County, Las Campanas Water and Sewer Cooperative and The Club at Las Campanas; their respective elected officials, officers, employees, agents, volunteers and representatives from all losses, damages, claims or judgments, including payments of all attorneys' fees and costs on account of any suit, judgment, execution, claim, action or demand whatsoever arising from Contractor's performance or non-

performance under this Agreement as well as the performance or non-performance of Contractor's employees, agents, representatives and subcontractors or any tier.

**Indemnification for Professional Acts, Errors or Omissions.** Except for professional acts, error or omissions that are the result of established gross negligence or willful misconduct on the part of Contractor, or its employees, agents, representatives or sub-consultants, the General Indemnification shall not apply to professional acts, errors or omissions unless covered by Professional Liability insurance required in this Agreement.

#### **14. NEW MEXICO TORT CLAIMS ACT**

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

#### **15. THIRD-PARTY BENEFICIARIES**

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

#### **16. RECORDS, DOCUMENT CONTROL AND AUDIT**

A. Contractor shall conform with and participate in the Document Control policies of the BDDDB or City of Santa Fe. Contractor shall maintain, throughout the term of this Agreement

and for a period of three years thereafter, all records that relate to the scope of services provided under this Agreement.

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

**17. APPLICABLE LAW; CHOICE OF LAW; VENUE**

Contractor shall abide by all applicable federal and state laws and regulations, and all ordinances, rules and regulations of the BDDB. In any action, suit or legal dispute arising from this Agreement, Contractor agrees that the laws of the State of New Mexico shall govern. Any action or suit commenced in the courts of the State of New Mexico shall be brought in the First Judicial District Court.

**18. AMENDMENT**

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

**19. SCOPE OF AGREEMENT**

This Agreement incorporates all the agreements, covenants, and understandings between the parties hereto concerning the services to be performed hereunder, and all such agreements, covenants and understandings have been merged into this Agreement. This Agreement expresses the entire Agreement and understanding between the parties with respect to said services. No prior agreement



or understanding, verbal or otherwise, of the parties or their agents shall be valid or enforceable unless embodied in this Agreement.

**20. NON-DISCRIMINATION**

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

**21. SEVERABILITY**

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

**22. NOTICES**

Any notices requests, demands, waivers and other communications given as provided in this Agreement will be in writing and will be deemed to have been given if delivered in person (including by Federal Express or other personal delivery service), or mailed by certified or registered mail, postage prepaid, and addressed to Seller or Buyer at the following addresses:

**BDDB:** Rick Carpenter  
Facilities Manager  
Buckman Direct Diversion  
341 Caja Del Rio Road  
Santa Fe, NM 87506  
Email: rrcarpenter@ci.santa-fe.nm.us

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

**CONTRACTOR:** NAME  
TITLE  
ADDRESS

Any such notice sent by registered or certified mail, return receipt, shall be deemed to have been duly given and received seventy-two (72) hours after the same is so addressed and mailed with postage prepaid. Notice sent by recognized overnight delivery service shall be effective only upon actual receipt thereof at the office of the addressee set forth above, and any such notice delivered at a time outside of normal business hours shall be deemed effective at the opening of business on the next business day. Notice sent by email shall be effective only upon actual receipt of the original unless written confirmation is sent by the recipient of the email stating that the notice has been received, in which case the notice shall be deemed effective as of the date specified in the confirmation. Any party may change its address for purposes of this paragraph by giving notice to the other party as herein provided. Delivery of any copies as provided herein shall not constitute delivery of notice hereunder.

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

***[BALANCE OF PAGE INTENTIONALLY LEFT BLANK;  
SIGNATURE PAGE FOLLOWS]***

**BUCKMAN DIRECT DIVERSION BOARD**

By: \_\_\_\_\_  
Carol Romero-Wirth, BDDDB Chair  
Date: \_\_\_\_\_

**APPROVED AS TO FORM**

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

**APPROVED**

\_\_\_\_\_  
City Finance Director

**ATTEST:**

\_\_\_\_\_  
Kristine Bustos Mihelcic, City Clerk  
DATE: \_\_\_\_\_

**CONTRACTOR:**

Signature: \_\_\_\_\_  
Printed Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

NM Taxation & Revenue  
CRS # \_\_\_\_\_

City of Santa Fe Business  
Registration # \_\_\_\_\_

## EXHIBIT A

The City of Santa Fe is seeking bids for Analytical Testing Services for BDD Storm Water Quality Assessment for the BDD. BDD requests qualified Laboratories to submit bids, including costs for completion, for laboratory analysis of environmental samples, including meeting standards for quality assurance and quality control (QA/QC) and for reporting in accordance with the electronic data deliverables (EDD). The scope of work shall consist of analyzing environmental samples in accordance with approved US Environment Protection Agency (EPA), or industry-accepted methods including specified EPA method detection limits.

### 6. Detailed Scoped of Work

The following is the scope of work for Laboratories to bid, that the BDD requires are listed below:

- ✚ Laboratory shall provide ice chests, sample containers (with appropriate preservatives) at no additional charge;
- ✚ Laboratory shall provide Chain-of-Custody (COC) form;
- ✚ Laboratory shall provide sample labels;
- ✚ Laboratory shall bear all shipping cost for shipment of five (5) or more samples at no additional charge;
- ✚ Laboratory shall handle & document all samples for analyses according to generally accepted chain-of-custody procedures;
- ✚ BDD shall ship samples to laboratory or sub-contracted laboratory unless laboratory specifies its own pick-up service;
- ✚ Any work requested by BDD through submission of the COC form will become part of this Contract;
- ✚ Upon request of BDD, the laboratory shall perform analysis on solid (soil or sediment) or water samples;
- ✚ Laboratory shall analyze the samples within the method-specific holding times following appropriate COC, preparation and method QA/QC procedures;
- ✚ Upon completion of analyses, the laboratory shall be responsible for the disposal of all samples, but shall not dispose of the samples for at least thirty (30) days after delivery of the final laboratory reports;
- ✚ Laboratory shall provide complete data packets to BDD as soon as possible after analyses are completed but no later than thirty (30) days, unless a delay in delivery was approved by BDD in writing;
- ✚ The data packet shall include a detailed lab report if requested by BDD and an electronic data deliverables (EDDs) of all analyses in the format specified by BDD. The laboratory must transmit data packets electronically.
- ✚ The data packet shall include a Level III quality control description at no additional cost; and
- ✚ Upon request by BDD, laboratory shall make available to BDD laboratory personnel for the purposes of providing oral or written testimony in administrative or legal proceedings.

### 7. Laboratory Accreditation

A qualified laboratory must provide documentation of the ability to produce valid and defensible data and documentation of having state certification or National Environmental Laboratory Accreditation Program (NELAP) certification. Additional accreditation from other organizations as NELAC and ISO will also be considered. If some analyses are to be completed by a sub-contractor laboratory, the bidder must provide the same documentation for the sub-contractor to BDD

**8. Minimum Requirements for Laboratory Reports and Electronic Data Deliverables (EDDs)**

Laboratories must be able to produce EDDs. The EDD shall be a simple Excel or CSV file. The Laboratory must certify that the EDD is an accurate representation of the analytical and QC results. The data packets shall include a detailed lab report whenever requested by BDD and always an EDDs. Detailed lab reports must contain sufficient information for a third party validation to recreate the analytical sequence. Detailed lab report must contain the following:

Chain-of-custody, sample receiving checklist, and any communications with the client about the sample delivery group.

Case narrative including notation of any deviations from the approved methods, QC failures, missed holding times or other anomalies.

Definition of qualifiers.

Analytical report meeting the requirements defined in NELAC standard.

Raw data – Initial calibration including calibration model used

Raw data – Calibration Verification Standard (CCV)

Raw data – Initial Calibration Verification Standard (ICV)

Raw data – Method blank

Raw data – Laboratory Control Sample (LCS)

Raw data – Matrix spike/matrix spike duplicate (MS/MSD)

Raw data – Interference check standards (for metals analysis)

Raw data – Post digestion spike

Raw data – Tunes

Raw data – Sample results

Raw data – Sample preparation methods

Raw data – other relevant information

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

Lab sample ID

Field ID

Sample Date

Sample Time

Preparation Date

Analysis Date

QC batch

Units

MDL

PQL

Sample Type (i.e. SAMP, MB, LCS, MS/MSD, CCV, ICV, etc.)

Matrix

Sample Result

CAS Number

Analyte Name

Analytical Method

Spike true value (QC and calibration samples)

Percent recovery (QC samples)

RPD (QC samples)

Dilution factor

Parent sample (for MS Lab ID of the sample)

Lab Qualifier

ICV, CCV

Method blank results

LCS/LCSD results

MS/MSD results, and  
sample results.

It is preferred that the Laboratory include the calibration standards in the EDD along with the concentration of the standard (placed in the Spike true value field). It is also preferred that the Laboratory include any post digestion spikes.

### **Items**

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

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

**23/01/B BDD WATER TESTING COST RESPONSE**

1	2	3	4	5	6	7	8
Item	Analytes	Method	Sub-Contractor	Proposed Alternative Method	Proposed MDL/RL (% MUST be submitted)	Cost for Water Sample/Required Volume (Cost MUST be submitted)	Cost for Solid Sample (Cost MUST be Submitted)
1	Gross alpha	EPA:900.0			%	\$	\$
2	Gross beta	EPA:900.0			%	\$	\$
3	Strontium-90	ASTM 5811			%	\$	\$
4	Americium-241	HASL-300:AM-241			%	\$	\$
	<b>Radionuclides by gamma spec</b>	<b>EPA:901.1</b>					
6	Ac-228	EPA:901.1			%	\$	\$
7	Bi-212	EPA:901.1			%	\$	\$
8	Bi-214	EPA:901.1			%	\$	\$
9	Cs-137	EPA:901.1			%	\$	\$
10	Cs-134	EPA:901.1			%	\$	\$
11	Co-60	EPA:901.1			%	\$	\$
12	Na-22	EPA:901.1			%	\$	\$
13	K-40	EPA:901.1			%	\$	\$
14	Pa-234m	EPA:901.1			%	\$	\$
15	Pb-212	EPA:901.1			%	\$	\$
16	Pb-214	EPA:901.1			%	\$	\$
17	Tl-208	EPA:901.1			%	\$	\$
18	Neptunium-237	HASL-300			%	\$	\$
19	Plutonium (isotopic)	HASL-300:ISOPU			%	\$	\$
20	Uranium (isotopic)	HASL-300:ISOU			%	\$	\$
21	PCBs	EPA 1668A			%	\$	\$
22	Radium-226 & 228	EPA:903.1 & EPA:904.0			%	\$	\$
23	Perchlorate	SW846 6850			%	\$	\$
24	Cyanide (special circumstances)	EPA:335.4			%	\$	\$
	<b>Metals plus Hg</b>						
25	Al	EPA:200.7 or 200.8			%	\$	\$
26	Sb	EPA:200.7 or 200.8			%	\$	\$
27	As	EPA:200.7 or 200.8			%	\$	\$
28	Ba	EPA:200.7 or 200.8			%	\$	\$
29	Be	EPA:200.7 or 200.8			%	\$	\$
30	B	EPA:200.7 or 200.8			%	\$	\$
31	Cd	EPA:200.7 or 200.8			%	\$	\$
32	Ca	EPA:200.7 or 200.8			%	\$	\$
33	Cr	EPA:200.7 or 200.8			%	\$	\$
34	Co	EPA:200.7 or 200.8			%	\$	\$
35	Cu	EPA:200.7 or 200.8			%	\$	\$
36	Fe	EPA:200.7 or 200.8			%	\$	\$
37	Pb	EPA:200.7 or 200.8			%	\$	\$
38	Mn	EPA:200.7 or 200.8			%	\$	\$
39	Mg	EPA:200.7 or 200.8			%	\$	\$
40	Ni	EPA:200.7 or 200.8			%	\$	\$
41	K	EPA:200.7 or 200.8			%	\$	\$
42	Se	EPA:200.7 or 200.8			%	\$	\$
43	Ag	EPA:200.7 or 200.8			%	\$	\$
44	Na	EPA:200.7 or 200.8			%	\$	\$
45	Tl	EPA:200.7 or 200.8			%	\$	\$
46	U	EPA:200.7 or 200.8			%	\$	\$
47	V	EPA:200.7 or 200.8			%	\$	\$
48	Zn	EPA:200.7 or 200.8			%	\$	\$
49	Hg	EPA: 245.2			%	\$	\$
<b>NOTE: IN ORDER TO HAVE A RESPONSIVE BID COLUMNS 6-8 MUST BE SUBMITTED WITH A NUMERIC VALUE FOR EACH ITEM BID.</b>							