



The Buckman Direct Diversion Project

REQUEST FOR PROPOSALS (RFP)

ACCESS CONTROL SYSTEM

RFP#
22/13/P

RFP Release Date: September 29, 2021

Proposal Due Date: November 3, 2021

ELECTRONIC-ONLY PROPOSAL SUBMISSION

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I. INTRODUCTION

A. PURPOSE OF THIS REQUEST FOR PROPOSALS

The purpose of this Request for Proposal (RFP) is to solicit sealed proposals to enter into a contract through competitive negotiations for the procurement, on the behalf of the Buckman Direct Diversion Board (BDDDB), for a replacement and upgraded Access Control System (ACS). The new Access Control System will provide Buckman Direct Diversion (BDD) with a system base of access and control, throughout the treatment plant locations.

B. BACKGROUND INFORMATION

BDD Background

The BDD is an entity organized and existing under that certain Joint Powers Agreement by and between the City of Santa Fe and Santa Fe County dated March 7, 2005. The BDD “Board” oversees the Buckman Direct Diversion Project which diverts water from the Rio Grande for delivery to the City Santa Fe and County and the Las Campanas development.

The BDD Project maintains several facilities for the delivery of water service. The service area diverts water from the Rio Grande to several locations throughout the plant. The BDD Project facilities include, but are not limited to, screened river intake, raw and treated water pipelines, low lift pump station, sediment removal facility, booster stations, 13 total acres with solar facilities, and 32 acres of habitat restoration. The BDD employs approximately 33 employees in operations, administration, safety, regulatory and maintenance.

Operations of the facility began May 2, 2011. Operations are fully funded by the City of Santa Fe, Santa Fe County, and Las Campanas entities who are billed pursuant to the Facility Operations and Procedures Agreement (FOPA) dated October 16, 2006.

Currently The BDD utilizes multiple building access control systems at multiple locations. This system provides the communication and controls to our current security system. All security cameras and hardware have been upgraded in a phased replacement project and incorporated with the Avigalon video system.

C. SCOPE OF PROCUREMENT

This RFP is designed to provide basic information sufficient to solicit proposals from qualified companies; but is not intended to limit a proposal’s content or exclude any relevant import or essential information.

The BDD intends to award a proponent who will be tasked with procuring, designing, installing and configuring a single complete network access control system (“ACS”) for all existing facilities specified herein. The Proponent will supply all materials, hardware, software, fabrication, installation, programming and testing. The components should be upgradable and swappable

without requiring a mass replacement of the system hardware. The components of the existing system such as: card readers, window and door position switches, door locks, wiring and glass break detectors should be reused where compatible

The Proponent shall be fully certified by the software vendor to sell, install and maintain business in Santa Fe, New Mexico for all system components required. The resulting contract will be a single, multi term award for four (4) years. In Accordance with Section 13-1-150 NMSA 1978, no contract term for a professional services contract, including extensions and renewals, shall exceed four (4) years, except as set forth in section 13-1-150 NMSA 1978.

D. PROCUREMENT MANAGER

The BDD has assigned a Procurement Manager who is responsible for the conduct of this procurement whose name, address, telephone number and e-mail address are listed below:

Name: Monique Maes, Procurement Manager
Telephone: (505) 955-4508 (505) 920-3339 Cell
Email: [mmaes@santafenm.gov](mailto:mmmaes@santafenm.gov)

1. **Any inquiries or requests** regarding this procurement should be submitted, in writing, to the Procurement Manager. Offerors may contact **ONLY** the Procurement Manager regarding this procurement. Other BDD employees or Evaluation Committee members do not have the authority to respond on behalf of the Procurement Manager.
2. **Protests of the solicitation or award must be submitted in writing to the Protest Manager identified in Section II.B.13.** As a Protest Manager has been named in this Request for Proposals, pursuant to §13-1-172, NMSA 1978 and Procurement Manual Section Y, **ONLY protests delivered directly to the Protest Manager in writing and in a timely fashion will be considered to have been submitted properly and in accordance with statute, rule and this Request for Proposals.** Protests submitted or delivered to the Procurement Manager will **NOT** be considered properly submitted.

E. PROPOSAL SUBMISSION

Submissions of all proposals must be accomplished via email to:
purchasing@santafenm.gov.

F. DEFINITION OF TERMINOLOGY

This section contains definitions of terms used throughout this procurement document, including appropriate abbreviations:

1. **“Authorized Purchaser”** means an individual authorized by a Participating Entity to place orders against this contract.
2. **“Access Control System”** means a network of interconnected components that provides a type of security that manages and controls who or what is allowed entrance into a system or environment or facility.
3. **“Award”** means the final execution of the contract document.
4. **“BDD”** means the Buckman Direct Diversion water treatment plant.
5. **“BDDDB”** means the governing board of directors of the BDD project.
6. **“Business Hours”** means 8:00 AM thru 5:00 PM MST/MDT, whichever is in effect on the date given.
7. **“Central Purchasing Office”** means the office responsible for the control of procurement of items of tangible personal property, services or construction.
8. **“Chief Procurement Officer”** means that person within the Central Purchasing Office who is responsible for the control of procurement of items of tangible personal property, services or construction.
9. **“City”** means the City of Santa Fe, New Mexico which in the procurement context may act through the Finance Director, City Manager, or Governing Body.
10. **“Close of Business”** means 5:00 PM Mountain Standard or Daylight Time, whichever is in use at that time.
11. **“Confidential”** means confidential financial information concerning Offeror’s organization and data that qualifies as a trade secret in accordance with the Uniform Trade Secrets Act §§57-3-A-1 through 57-3A-7, NMSA 1978,. The following items may **not** be labelled as confidential: Offeror’s submitted Cost response, Staff/Personnel Resumes/Bios (excluding personal information such as personal telephone numbers and/or home addresses), and other submitted data that is **not** confidential financial information or that qualifies under the Uniform Trade Secrets Act.
12. **“Contract”** means any agreement for the procurement of items of tangible personal property, services or construction.

13. **“County”** means Santa Fe County, New Mexico and the board of County Commissioners.
14. **“Contractor”** means any business having a contract with the Buckman Direct Diversion.
15. **“Department”** means the Requesting Department sponsoring this Procurement.
16. **“Determination”** means the written documentation of a decision of a procurement officer including findings of fact required to support a decision. A determination becomes part of the procurement file to which it pertains.
17. **“Desirable”** – the terms ”may,” ”can,” ”should,” ”preferably,” or ”prefers” identify a desirable or discretionary item or factor.
18. **“Electronic Submission”** means a successful submittal of Offeror’s proposal.
19. **“Electronic Version/Copy”** means a digital form consisting of text, images or both readable on computers or other electronic devices that includes all content that the Original and Hard Copy proposals contain.
20. **“Evaluation Committee”** means a body appointed to perform the evaluation of Offerors’ proposals.
21. **“Evaluation Committee Report”** means a report prepared by the Procurement Manager and the Evaluation Committee to support the Committee’s recommendation for contract award. It will contain scores and written evaluations of all responsive Offeror proposals.
22. **“Final Award”** means, in the context of this Request for Proposals and all its attendant documents, that point at which the final required signature on the contract(s) resulting from the procurement has been affixed to the contract(s) thus making it fully executed.
23. **“Finalist”** means an Offeror who meets all the mandatory specifications of this Request for Proposals and whose score on evaluation factors is sufficiently high to merit further consideration by the Evaluation Committee.
24. **“Hourly Rate”** means the proposed fully loaded maximum hourly rates that include travel, per diem, fringe benefits and any overhead costs for contractor personnel, as well as subcontractor personnel if appropriate.
25. **“IT”** means Information Technology.
26. **“Mandatory”** – the terms ”must,” ”shall” ”will,” ”is required,” or ”are required,” identify a mandatory item or factor. Failure to meet a mandatory item or factor may result in the rejection of the Offeror’s proposal.

27. **“Minor Irregularities”** means anything in the proposal that does not affect the price, quality and/or quantity, or any other mandatory requirement.
28. **“Offeror”** is any person, corporation, or partnership who chooses to submit a proposal.
29. **“Procurement Manager”** means any person or designee authorized by the Requesting Department to facilitate the procurement and or administer the contract(s) .
30. **“Project”** means a temporary process undertaken to solve a well-defined goal or objective with clearly defined start and end times, a set of clearly defined tasks, and a budget. The project terminates once the project scope is achieved and project acceptance is given by the project executive sponsor.
31. **“Redacted”** means a version/copy of the Offeror’s proposal with the information considered proprietary or confidential (as defined by §§57-3A-1 to 57-3A-7, NMSA 1978 and summarized herein and outlined in Section II.C.8 of this RFP) blacked-out BUT NOT omitted or removed.
32. **“Request for Proposals (RFP)”** means all documents, including those attached or incorporated by reference, used for soliciting proposals.
33. **“Requesting Department”** means the BDD Department responsible for overseeing the work or delivery of tangible personal property by a contractor.
34. **“Responsible Offeror”** means an Offeror who submits a responsive proposal and who has furnished, when required, information and data to prove that his financial resources, production or service facilities, personnel, service reputation and experience are adequate to make satisfactory delivery of the services, or items of tangible personal property described in the proposal.
35. **“Responsive Offer”** or means an offer which conforms in all material respects to the requirements set forth in the request for proposals. Material respects of a request for proposals include, but are not limited to price, quality, quantity or delivery requirements.
36. **“Sealed”** means, in terms of a non-electronic submission, that the proposal is enclosed in a package which is completely fastened in such a way that nothing can be added or removed. Open packages submitted will not be accepted except for packages that may have been damaged by the delivery service itself. The Buckman Direct Diversion reserves the right, however, to accept or reject packages where there may have been damage done by the delivery service itself. Whether a package has been damaged by the delivery service or left unfastened and should or should not be accepted is a determination to be made by the City’s Chief Procurement Officer. By submitting a proposal, the Offeror agrees to and concurs with this process and accepts the determination of the Chief Procurement Officer in such cases.

37. **“Staff”** means any individual who is a full-time, part-time, or an independently contracted employee with the Offerors’ company.
38. **“State (the State)”** means the State of New Mexico.
39. **“Statement of Concurrence”** means an affirmative statement from the Offeror to the required specification agreeing to comply and concur with the stated requirement(s). This statement shall be included in Offerors proposal. (E.g. “We concur,” “Understands and Complies,” “Comply,” “Will Comply if Applicable,” etc.)
40. **“Unredacted”** means a version/copy of the proposal containing all complete information; including any that the Offeror would otherwise consider confidential, such copy for use only for the purposes of evaluation.
41. **“Written”** means typewritten on standard 8 ½ x 11 inch paper. Larger paper is permissible for charts, spreadsheets, etc.

G. PROCUREMENT LIBRARY

A procurement library has been established. Offerors are encouraged to review the material contained in the Procurement Library by selecting the link provided in the electronic version of this document through your own internet connection. The library contains information listed below:

Electronic version of RFP, Questions & Answers, RFP Amendments, etc.

https://www.santafenm.gov/bids_rfps

Other relevant links:

<https://bddproject.org/>

II. CONDITIONS GOVERNING THE PROCUREMENT

This section of the RFP contains the schedule of events, the descriptions of each event, and the conditions governing this procurement.

A. SEQUENCE OF EVENTS

The Central Purchasing Office and the Procurement Manager will make every effort to adhere to the following schedule:

Action	Responsible Party	Due Dates
1. Issue RFP	Central Purchasing Office	September 29, 2021
2. Acknowledgement of Receipt Form	Potential Offerors	October 4, 2021
3. Pre-Proposal Conference	Requesting Department	October 5, 2021
4. Deadline to submit Written Questions	Potential Offerors	October 8, 2021
5. Response to Written Questions	Procurement Manager	October 9, 2021
6. <i>Submission of Proposal</i>	<i>Potential Offerors</i>	<i>November 3, 2021</i>
7.* Proposal Evaluation	Evaluation Committee	November 5, 2021
9.* Best and Final Offers	Finalist Offerors	November 8, 2021
10.* Oral Presentation(s)	Finalist Offerors	November 9, 2021
11.* Finalize Contractual Agreements	Requesting Department/Finalist Offerors	November 15, 2021
12.* Contract Awards	Requesting Department/ Finalist Offerors	December 2, 2021
13.* Protest Deadline	Central Purchasing Office	15 Days from date of award

* Dates indicated in Events 7 through 13 are estimates only and may be subject to change without necessitating an amendment to the RFP.

B. EXPLANATION OF EVENTS

The following paragraphs describe the activities listed in the Sequence of Events shown in Section II.A., above.

1. Issue RFP

This RFP is being issued on behalf of The Buckman Direct Diversion on the date indicated in Section II.A, Sequence of Events.

2. Acknowledgement of Receipt Form

Potential Offerors may e-mail the Acknowledgement of Receipt Form (APPENDIX A), to the Central Purchasing Office at Purchasing@santafenm.gov , to have their organization placed on the procurement Distribution List. The form must be returned to the Central Purchasing Office by 3:00 pm MST/ MDT on the date indicated in Section IIA, Sequence of Events

The procurement distribution list will be used for the distribution of written responses to questions, and/or any amendments to the RFP. Failure to return the Acknowledgement of Receipt Form does not prohibit potential Offerors from submitting a response to this RFP. However, by not returning the Acknowledgement of Receipt Form, the potential Offeror's representative shall not be included on the distribution list, and will be solely responsible for obtaining from the Procurement Library (Section I.G.) responses to written questions and any amendments to the RFP.

3. Pre-Proposal Conference

A mandatory pre-proposal conference will be held as indicated in Section II.A, Sequence of Events, beginning at 1pm MST/MDT via Zoom. [mmaes@santafenm.gov](mailto:mmmaes@santafenm.gov) is inviting you to a scheduled Zoom meeting.

Topic: Pre-Proposal Conference

Date and Time: October 5, 2021 01:00 PM Mountain Time (US and Canada)

Join Zoom Meeting

<https://santafenm.gov.zoom.us/j/9749135996?pwd=WG1TL3o3NmpoZkpyRENoK0xJbzVQUT09>

Meeting ID: 974 913 5996

Passcode: aKrKx9

One tap mobile

+13462487799,,9749135996#,,,,*429343# US (Houston)

+16699006833,,9749135996#,,,,*429343# US (San Jose)

Dial by your location

+1 346 248 7799 US (Houston)

+1 669 900 6833 US (San Jose)

+1 253 215 8782 US (Tacoma)

+1 312 626 6799 US (Chicago)

+1 929 205 6099 US (New York)

+1 301 715 8592 US (Washington DC)
Meeting ID: 974 913 5996
Passcode: 429343
Find your local number: <https://santafenm-gov.zoom.us/j/abmkpgvsoX>

Potential Offeror(s) are encouraged to submit written questions in advance of the conference to the Central Purchasing Office and the Procurement Manager (see Section I.D). The identity of the organization submitting the question(s) will not be revealed. Additional written questions may be submitted at the conference. All questions answered during the Pre-Proposal Conference will be considered **unofficial** until they are posted in writing. All written questions will be addressed in writing on the date listed in Section II.A, Sequence of Events. A public log will be kept of the names of potential Offeror(s) that attended the pre-proposal conference.

Attendance at the pre-proposal conference is mandatory and is a prerequisite for submission of a proposal.

4. Deadline to Submit Written Questions

Potential Offerors may submit written questions to the Central Purchasing Office and the Procurement Manager as to the intent or clarity of this RFP until 5:00pm MST/MDT as indicated in Section II.A, Sequence of Events. All written questions must be addressed to the Central Purchasing Office and the Procurement Manager as declared in Section I.D. Questions shall be clearly labeled and shall cite the Section(s) in the RFP or other document which form the basis of the question.

5. Response to Written Questions

Written responses to the written questions will be provided via e-mail, on or before the date indicated in Section II.A, Sequence of Events, to all potential Offerors who timely submitted an Acknowledgement of Receipt Form (Section II.B.2 and APPENDIX A).

An electronic version of the Questions and Answers will be posted to: https://www.santafenm.gov/bids_rfps

6. Submission of Proposal

At this time, only **electronic** proposal submission is allowed. **Do not** submit hard copies until further notice.

ALL OFFEROR PROPOSALS MUST BE RECEIVED FOR REVIEW AND EVALUATION BY THE CENTRAL PURCHASING OFFICE VIA EMAIL AT Purchasing@santafenm.gov NO LATER THAN **3:00 PM** MST/MDT ON THE DATE INDICATED IN SECTION II.A, SEQUENCE OF EVENTS. **PROPOSALS RECEIVED AFTER THIS DEADLINE WILL NOT BE ACCEPTED.** The date and time of receipt will be recorded on each proposal.

Proposals must be submitted electronically through email until further notice. Refer to Section III.B.1 for instructions. Proposals submitted by facsimile will not be accepted.

A log will be kept of the names of all Offeror organizations that submitted proposals. Pursuant to §13-1-116, NMSA 1978, the contents of proposals shall not be disclosed to competing potential Offerors during the negotiation process. The negotiation process is deemed to be in effect until the contract is awarded pursuant to this Request for Proposals. Awarded in this context means the final required BDDB signatures on the contract(s) resulting from the procurement has been obtained.

7. Proposal Evaluation

An Evaluation Committee will perform the evaluation of proposals. This process will take place as indicated in Section II.A, Sequence of Events, depending upon the number of proposals received. During this time, the Central Purchasing Office or/and the Procurement Manager may initiate discussions with Offerors who submit responsive or potentially responsive proposals for the purpose of clarifying aspects of the proposals. However, proposals may be accepted and evaluated without such discussion. Discussions SHALL NOT be initiated by the Offerors.

8. Selection of Finalists

The Evaluation Committee will select and the Procurement Manager will notify the finalist Offerors as per schedule Section II.A, Sequence of Events or as soon as possible thereafter. A schedule for Oral Presentation, if any, will be determined at this time. Finalist will be Offerors receiving the highest cumulative score in the following sections: Section IV.B.1 organizational Experience, Section IV.B.2 Organizational References and Section IV.B.3 Mandatory Specifications.

9. Best and Final Offers

Finalist Offerors may be asked to submit revisions to their proposals for the purpose of obtaining best and final offers by as per schedule Section II. A., Sequence of Events or as soon as possible. Best and final offers may also be clarified and amended at finalist Offeror's oral presentation.

10. Oral Presentations

Each Finalist Offerors, as selected per Section II.B.8 above, may be required to conduct an oral presentation through electronic means, Zoom, on the dates(s) indicated in the schedule Section II.A., Sequence of Events, or as soon as possible thereafter. Finalist Offerors will be provide with applicable details.

11. Finalize Contractual Agreements

After approval of the Evaluation Committee Report, any contractual agreement(s) resulting from this RFP will be finalized with the most advantageous Offeror(s), taking

into consideration the evaluation factors set forth in this RFP, as per Section II.A., Sequence of Events, or as soon as possible thereafter. The most advantageous proposal may or may not have received the most points. In the event mutually agreeable terms cannot be reached with the apparent most advantageous Offeror in the timeframe specified, the BDD reserves the right to finalize a contractual agreement with the next most advantageous Offeror(s) without undertaking a new procurement process.

12. Contract Awards

Upon receipt of the signed contractual agreement, the department will award as per Section II.A., Sequence of Events, or as soon as possible thereafter. The award is subject to appropriate Department and Governing Body approval.

13. Protest Deadline

Any protest by an Offeror must be timely submitted and in conformance with §13-1-172, NMSA 1978 and applicable procurement regulations. As a Protest Manager has been named in this Request for Proposals, pursuant to §13-1-172, NMSA 1978 and Procurement Manual Section Y, ONLY protests delivered directly to the Protest Manager in writing and in a timely fashion will be considered to have been submitted properly and in accordance with statute, rule and this Request for Proposals. The 15 calendar day protest period shall begin on the day following the notice of award of contract(s) and will end at 5:00 pm MST/MDT on the 15th day. Protests must be written and must include the name and address of the protestor and the request for proposal number. It must also contain a statement of the grounds for protest including appropriate supporting exhibits and it must specify the ruling requested from the party listed below. The protest must be delivered to:

Fran Dunaway
Chief Procurement Officer
City of Santa Fe
Email: fadunaway@santafenm.gov

PROTESTS RECEIVED AFTER THE DEADLINE WILL NOT BE ACCEPTED.

C. GENERAL REQUIREMENTS

1. Acceptance of Conditions Governing the Procurement

Potential Offerors must indicate their acceptance of these Conditions Governing the Procurement, Section II.C, by completing and signing the Letter of Transmittal form, pursuant to the requirements in Section II.C.30, located in APPENDIX E.

2. Incurring Cost

Any cost incurred by the potential Offeror in preparation, transmittal, and/or presentation of any proposal or material submitted in response to this RFP shall be borne solely by the Offeror. Any cost incurred by the Offeror for set up and demonstration of the proposed equipment and/or system shall be borne solely by the Offeror.

3. Prime Contractor Responsibility

Any contractual agreement that may result from this RFP shall specify that the prime contractor is solely responsible for fulfillment of all requirements of the contractual agreement with the Department which may derive from this RFP. The Department entering into a contractual agreement with a vendor will make payments to only the prime contractor.

4. Subcontractors/Consent

The use of subcontractors is allowed. The prime contractor shall be wholly responsible for the entire performance of the contractual agreement whether or not subcontractors are used. Additionally, the prime contractor must receive approval, in writing, from The BDDDB awarding any resultant contract, before any subcontractor is used during the term of this agreement.

5. Amended Proposals

An Offeror may submit an amended proposal before the deadline for receipt of proposals. Such amended proposals must be complete replacements for a previously submitted proposal and must be clearly identified as such in the transmittal letter. **The Department or the Central Purchasing Office personnel will not merge, collate, or assemble proposal materials.**

6. Offeror's Rights to Withdraw Proposal

Offerors will be allowed to withdraw their proposals at any time prior to the deadline for receipt of proposals. The Offeror must submit a written withdrawal request addressed to the Central Purchasing Office and the Procurement Manager and signed by the Offeror's duly authorized representative.

The approval or denial of withdrawal requests received after the deadline for receipt of the proposals is governed by the applicable procurement regulations.

7. Proposal Offer Firm

Responses to this RFP, including proposal prices for services, will be considered firm for one-hundred eighty (180) days after the due date for receipt of proposals or ninety (90)

days after the due date for the receipt of a best and final offer, if the Offeror is invited or required to submit one.

8. Disclosure of Proposal Contents

The contents of all submitted proposals will be kept confidential until the final award has been completed by The BDD. At that time, all proposals and documents pertaining to the proposals will be available for public inspection, *except* for proprietary or confidential material as follows:

a. Proprietary and Confidential information is restricted to:

1. confidential financial information concerning the Offeror's organization; and
2. information that qualifies as a trade secret in accordance with the Uniform Trade Secrets Act, §§57-3A-1 through 57-3A-7.

- b. An additional but separate redacted version of Offeror's proposal, as outlined and identified in Sections III.B.1.a.i and III.B.2.a.i, shall be submitted containing the blacked-out proprietary or confidential information, in order to facilitate eventual public inspection of the non-confidential version of Offeror's proposal.

IMPORTANT: The price of products offered, or the cost of services proposed, **SHALL NOT** be designated as proprietary or confidential information.

If a request is received for disclosure of proprietary or confidential materials, the BDD Attorney and the Chief Procurement Officer shall examine the request and make a written determination that specifies which portions of the proposal should be disclosed. Unless the Offeror takes legal action to prevent the disclosure, the proposal will be so disclosed. The proposal shall be open to public inspection subject to any continuing prohibition on the disclosure of proprietary or confidential information.

9. No Obligation

This RFP in no manner obligates the BDD, the City or any of its Departments to the use of any Offeror's services until a valid written contract is awarded and approved by appropriate authorities.

10. Termination

This RFP may be canceled at any time and any and all proposals may be rejected in whole or in part when the Department determines such action to be in the best interest of the Buckman Direct Diversion.

11. Sufficient Appropriation

Any contract awarded as a result of this RFP process may be terminated if sufficient appropriations or authorizations do not exist. Such terminations will be affected by sending written notice to the contractor. The Department's decision as to whether sufficient appropriations and authorizations are available will be accepted by the contractor as final.

12. Legal Review

The Department requires that all Offerors agree to be bound by the General Requirements contained in this RFP. Any Offeror's concerns must be promptly submitted in writing to the attention of the Central Purchasing Office and the Procurement Manager.

13. Governing Law

This RFP and any agreement with an Offeror which may result from this procurement shall be governed by the laws of the State of New Mexico.

14. Basis for Proposal

Only information supplied in writing by the Central Purchasing Office and the Procurement Manager or contained in this RFP shall be used as the basis for the preparation of Offeror proposals.

15. Contract Terms and Conditions

The contract between the BDD and a contractor will follow the format specified by The City and contain the terms and conditions set forth in the Draft Contract Appendix C. However, the BDDB reserves the right to negotiate provisions in addition to those contained in this RFP Draft Contract with any Offeror. The contents of this RFP, as revised and/or supplemented, and the successful Offeror's proposal will be incorporated into and become part of any resultant contract.

The BDDB and The City discourage exceptions from the contract terms and conditions as set forth in the RFP Draft Contract. Such exceptions may cause a proposal to be rejected as nonresponsive when, in the sole judgment of The Buckman Direct Diversion (and its evaluation team), the proposal appears to be conditioned on the exception, or correction of what is deemed to be a deficiency, or an unacceptable exception is proposed which would require a substantial proposal rewrite to correct.

Should an Offeror object to any of the terms and conditions as set forth in the RFP Draft Contract (APPENDIX C) strongly enough to propose alternate terms and conditions in spite of the above, the Offeror must propose **specific** alternative language. The Buckman Direct Diversion may or may not accept the alternative language. General references to the Offeror's terms and conditions or attempts at complete substitutions of the Draft

Contract are not acceptable to the BDD and will result in disqualification of the Offeror's proposal.

Offerors must provide a brief discussion of the purpose and impact, if any, of each proposed change followed by the specific proposed alternate wording.

If an Offeror fails to propose any alternate terms and conditions during the procurement process (the RFP process prior to selection as successful Offeror), no proposed alternate terms and conditions will be considered later during the negotiation process. Failure to propose alternate terms and conditions during the procurement process (the RFP process prior to selection as successful Offeror) is an **explicit agreement** by the Offeror that the contractual terms and conditions contained herein are **accepted** by the Offeror.

16. Offeror's Terms and Conditions

Offerors must submit with the proposal a complete set of any additional terms and conditions they expect to have included in a contract negotiated with the BDD. See Section II.C.15 for requirements.

17. Contract Deviations

Any additional terms and conditions, which may be the subject of negotiation (such terms and conditions having been proposed during the procurement process, that is, the RFP process prior to selection as successful Offeror), will be discussed only between the BDD and the Offeror selected and shall not be deemed an opportunity to amend the Offeror's proposal.

18. Offeror Qualifications

The Evaluation Committee may make such investigations as necessary to determine the ability of the potential Offeror to adhere to the requirements specified within this RFP. The Evaluation Committee will reject the proposal of any potential Offeror who is not a Responsible Offeror or fails to submit a Responsive Offer as defined in §13-1-83 and §13-1-85, NMSA 1978.

19. Right to Waive Minor Irregularities

The Evaluation Committee, upon approval from the Chief Procurement Officer, reserves the right to waive minor irregularities, as defined in Section I.F.23. The Evaluation Committee also reserves the right to waive mandatory requirements, provided that **all** of the otherwise responsive proposals failed to meet the same mandatory requirements and the failure to do so does not otherwise materially affect the procurement. This right is at the sole discretion of the Evaluation Committee.

20. Change in Contractor Representatives

The BDDB reserves the right to require a change in contractor representatives if the assigned representative(s) is (are) not, in the opinion of the BDD, adequately meeting the needs of the BDD.

21. Notice of Penalties

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

22. Department Rights

The Department in agreement with the Evaluation Committee reserves the right to accept all or a portion of a potential Offeror's proposal.

23. Right to Publish

Throughout the duration of this procurement process and contract term, Offerors and contractors must secure from the BDD written approval prior to the release of any information that pertains to the potential work or activities covered by this procurement and/or BDD contracts deriving from this procurement. Failure to adhere to this requirement may result in disqualification of the Offeror's proposal or removal from the contract.

24. Ownership of Proposals

All documents submitted in response to the RFP shall become property of The City. If the RFP is cancelled, all responses received shall be destroyed by the Central Purchasing Office unless the Offeror either picks up, or arranges for pick-up, the materials within three (3) business days of notification of the cancellation. Offeror is responsible for all costs involved in return mailing/shipping of proposals.

25. Confidentiality

Any confidential information provided to, or developed by, the contractor in the performance of the contract resulting from this RFP 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 BDDB.

Contractor(s) agrees to protect the confidentiality of all confidential information and not to publish or disclose such information to any third party without the BDD's written permission.

26. Electronic mail address required

A large part of the communication regarding this procurement will be conducted by electronic mail (e-mail). Offeror must have a valid e-mail address to receive this correspondence. (See also Section II.B.5, Response to Written Questions).

27. Use of Electronic Versions of this RFP

This RFP is being made available by electronic means. In the event of conflict between a version of the RFP in the Offeror's possession and the version maintained by the Central Purchasing Office, the Offeror acknowledges that the version maintained by the Central Purchasing Office shall govern. Please refer to: https://www.santafenm.gov/bids_rfps

28. Campaign Contribution Disclosure Form

Offeror must complete, sign, and return the Campaign Contribution Disclosure Form, APPENDIX B, as a part of their proposal. This requirement applies regardless whether a covered contribution was made or not made for the positions of Governor and Lieutenant Governor, BDDDB and City Officials or other identified official. **Failure to complete and return the signed, unaltered form will result in Offeror's disqualification.**

29. Letter of Transmittal

Offeror's proposal must be accompanied by an **unaltered** Letter of Transmittal Form (APPENDIX E), which must be **completed** and **signed** by the individual authorized to contractually obligate the company, identified in #2 below. **DO NOT LEAVE ANY OF THE ITEMS ON THE FORM BLANK** (N/A, None, Does not apply, etc. are acceptable responses).

The Letter of Transmittal MUST:

1. Identify the submitting business entity (its Name, Mailing Address and Phone Number);
2. Identify the Name, Title, Telephone, and E-mail address of the person authorized by the Offeror's organization to (A) contractually obligate the business entity providing the Offer, (B) negotiate a contract on behalf of the organization; and/or (C) provide clarifications or answer questions regarding the Offeror's proposal content (*A response to B and/or C is only required if the responses differs from the individual identified in A*);
3. Identify sub-contractors, if any, anticipated to be utilized in the performance of any resultant contract award;
4. Describe any relationship with any other entity (such as City, County, State Agency, reseller, etc., that is not a sub-contractor identified in #3), if any, which will be used in the performance of this awarded contract; and
5. Be signed and dated by the person identified in #2 above; attesting to the veracity of the information provided, and acknowledging (a) the organization's acceptance of the Conditions Governing the Procurement stated in Section II.C.1, (b) the organizations

acceptance of the Section V Evaluation Factors, and (c) receipt of any and all amendments to the RFP.

Failure to respond to ALL items as indicated above, will result in Offeror's disqualification.

30. Disclosure Regarding Responsibility

- A. Any prospective Contractor and any of its Principals who enter into a contract greater than sixty thousand dollars (\$60,000.00) with any state agency or local public body for professional services, tangible personal property, services or construction agrees to disclose whether the Contractor, or any principal of the Contractor's company:
1. is presently debarred, suspended, proposed for debarment, or declared ineligible for award of contract by any federal entity, state agency or local public body;
 2. has within a three-year period preceding this offer, been convicted in a criminal matter or had a civil judgment rendered against them for:
 - a. the commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) contract or subcontract;
 - b. violation of Federal or state antitrust statutes related to the submission of offers; or
 - c. the commission in any federal or state jurisdiction of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, violation of Federal criminal tax law, or receiving stolen property;
 3. is presently indicted for, or otherwise criminally or civilly charged by any (federal state or local) government entity with the commission of any of the offenses enumerated in paragraph A of this disclosure;
 4. Has, preceding this offer, been notified of any delinquent Federal or state taxes in an amount that exceeds \$3,000.00 of which the liability remains unsatisfied. Taxes are considered delinquent if the following criteria apply.
 5. The tax liability is finally determined. The liability is finally determined if it has been assessed. A liability is not finally determined if there is a pending administrative or judicial challenge. In the case of a judicial challenge of the liability, the liability is not finally determined until all judicial appeal rights have been exhausted.

6. The taxpayer is delinquent in making payment. A taxpayer is delinquent if the taxpayer has failed to pay the tax liability when full payment was due and required. A taxpayer is not delinquent in cases where enforced collection action is precluded.
 7. Have within a three-year period preceding this offer, had one or more contracts terminated for default by any federal or state agency or local public body.)
- B. Principal, for the purpose of this disclosure, means an officer, director, owner, partner, or a person having primary management or supervisory responsibilities within a business entity or related entities.
 - C. Contractor shall provide immediate written notice to the Chief Procurement Officer or other party to this Agreement if, at any time during the term of this Agreement, the Contractor learns that Contractor's disclosure was at any time erroneous or became erroneous by reason of changed circumstances.
 - D. A disclosure that any of the items in this requirement exist will not necessarily result in termination of this Agreement. However, the disclosure will be considered in the determination of Contractor's responsibility and ability to perform under this Agreement. Failure of Contractor to furnish a disclosure or provide additional information as requested will render the Offeror nonresponsive.
 - E. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the disclosure required by this document. The knowledge and information of a contractor is not required to exceed that which is the normally possessed by a prudent person in the ordinary course of business dealings.
 - F. The disclosure requirement provided is a material representation of fact upon which reliance was placed when making an award and is a continuing material representation of the facts during the term of this Agreement. If during the performance of the contract, Contractor is indicted for or otherwise criminally or civilly charged by any government entity (federal, state or local) with commission of any offenses named in this document Contractor must provide immediate written notice to the Chief Procurement Officer or other party to this Agreement. If it is later determined that Contractor knowingly rendered an erroneous disclosure, in addition to other remedies available to the Government, the Chief Procurement Officer may terminate the involved contract for cause. Still further the Chief Procurement Officer may suspend or debar Contractor from eligibility for future solicitations until such time as the matter is resolved to the satisfaction of the Chief Procurement Officer

31. Local Preferences

The BDD and the City recognize the value of revenue derived from local businesses and shall procure goods and/or services locally when possible, pursuant to Ordinance and this Manual, except for purchases using City, state and federal

grant funds. Applicable City, state and federal law and regulations govern procurements using City, state or federal funds.

1. Local Preference Qualification

To qualify for a local preference, a vendor must attach a state of New Mexico Taxation and Revenue Department-issued, Resident Business certification of eligibility to its bid or proposal, showing that the business is located within the Santa Fe municipal limits. If an offer is received without a copy of the appropriate State of New Mexico Taxation and Revenue Department issued Business Registration Certificate, the preference will not be applied. A valid resident business certificate is issued by the Taxation and Revenue Department pursuant to NMSA 1978 §13-1-22.

- a. The BDD shall award additional 3% of the total weight of all the factors used in evaluating the proposal to a local resident business. The BDD shall award an additional 3% of the total weight of all the factors used in evaluating the proposal to a non-local resident business who has hired all local resident business subcontractors.
- b. When the BDD makes a purchase using a formal request for proposal process and the contract is awarded based on a point-based system, the BDD shall award additional point's equivalent to 3% of the total possible points to a local resident business. The BDD shall award an additional 3% of the total possible points to a business who has hired all local resident business subcontractors.

The maximum available local preference shall be 6%.

2. Solicitations above One Million Dollars (\$1,000,000)

- a. The BDD shall deem a bid or proposal submitted by a resident business to be 6% lower than the bid actually submitted, if and only if at least 50% of the subcontracted services go to subcontractors who are resident businesses.
- b. The BDD shall deem the bid or proposal submitted by a non-local resident business to be 3% lower than the bid actually submitted, if and only if at least 50% of the sub- contracted services go to subcontractors who are resident businesses.

The maximum available local preference shall be 6%.

The Local Preferences shall not apply if the expenditures for this RFP includes federal funds.

III. RESPONSE FORMAT AND ORGANIZATION

A. NUMBER OF RESPONSES

Offerors shall submit only one proposal in response to this RFP.

B. NUMBER OF COPIES

1. ELECTRONIC SUBMISSION ONLY Responses

Proposals in response to this RFP must be submitted through City of Santa Fe's Purchasing email ONLY, the Offeror need only submit one single electronic copy of each portion of its proposal (Technical and Cost) as outlined below. *EXCEPTION: Single electronic files that exceed 50mb may be submitted as multiple uploads, which must be the least number of uploads necessary to fall under the 50mb limit.* Separate the proposals as described below into separate electronic files for submission.

Proposals must be submitted in the manner outlined below. Technical and Cost portions of Offerors proposal **must** be submitted in separate uploads as indicated below in this section, and **must** be prominently identified as "Technical Proposal," or "Cost Proposal," on the front page of each upload

- a) **Technical Proposals** – One (1) ELECTRONIC upload must be organized in accordance with **Section III.C.1. Proposal Format**. All information for the Technical Proposal **must be combined into a single file/document for uploading**. *EXCEPTION: Single electronic files that exceed 50mb may be submitted as multiple uploads, which must be the least number of uploads necessary to fall under the 50mb limit.* The Technical Proposals **SHALL NOT** contain any cost information.

- i. **Confidential Information:** If Offeror's proposal contains confidential information, as defined in Section I.F.6 and detailed in Section II.C.8, Offeror **must** submit **two (2) separate ELECTRONIC technical files** :

- One (1) ELECTRONIC version of the requisite proposals identified as **unredacted** (def. Section I.F.40 versions for evaluation purposes; and
- One (1) **redacted** (def. Section I.F.31 ELECTRONIC for the public file, in order to facilitate eventual public inspection of the non-confidential version of Offeror's proposal. Redacted versions **must** be clearly marked as "REDACTED" or "CONFIDENTIAL" on the first page of the electronic file;

- b) **Cost Proposals** – One (1) ELECTRONIC upload of the proposal containing **ONLY** the Cost Proposal. All information for the cost proposal **must be combined into a single file/document for uploading**. *EXCEPTION: Single electronic files that exceed 50mb*

may be submitted as multiple uploads, which must be the least number of uploads necessary to fall under the 50mb limit

The ELECTRONIC proposal submission must be fully submitted to: purchasing@santafenm.gov by the submission deadline in Section II.B.6. Make sure to put the RFP#, title and due date in the “Subject” line of the Email.

Any proposal that does not adhere to the requirements of this Section and Section III.C.1 Proposal Content and Organization may be deemed non-responsive and rejected on that basis.

C. PROPOSAL FORMAT

All proposals must be submitted as follows:

Organization of files/envelopes for electronic copy proposals:

1. Proposal Content and Organization

Direct reference to pre-prepared or promotional material may be used if referenced and clearly marked. Promotional material must be minimal. The proposal must be organized and indexed in the following format and must contain, at a minimum, all listed items in the sequence indicated.

Technical Proposal – DO NOT INCLUDE ANY COST INFORMATION IN THE TECHNICAL PROPOSAL.

- A. Signed Letter of Transmittal
- B. Signed Campaign Contribution Form
- C. Table of Contents
- D. Proposal Summary (Optional)
- E. Response to Contract Terms and Conditions (from Section II.C.15)
- F. Offeror’s Additional Terms and Conditions (from Section II.C.16)
- G. Response to Specifications (**except Cost information which shall be included ONLY in Cost Proposal/Binder 2**)
 - 1. Organizational Experience
 - 2. Organizational References
 - 3. Oral Presentation (if applicable)
 - 4. Mandatory Specification
 - 5. Desirable Specification
 - 6. Financial Stability –(Financial information considered confidential, as defined in Section I.E. and detailed in Section II.C.8, should be placed in the **Confidential Information** file, per Section III.B.1.a.i)
 - 7. Performance Surety Bond (if applicable)
 - 8. Local Preferences (if applicable)
- H. Other Supporting Material (if applicable)

Cost Proposal:**1. Completed Cost Response Form (APPENDIX D)**

Within each section of the proposal, Offerors should address the items in the order indicated above. All forms provided in this RFP must be thoroughly completed and included in the appropriate section of the proposal. **Any and all discussion of proposed costs, rates or expenses must occur ONLY in the Cost Proposal.**

A Proposal Summary may be included in Offeror's Technical Proposal, to provide the Evaluation Committee with an overview of the proposal; however, this material will not be used in the evaluation process unless specifically referenced from other portions of the Offeror's proposal. **DO NOT INCLUDE COST INFORMATION IN THE PROPOSAL SUMMARY.**

IV. SPECIFICATIONS

A. DETAILED SCOPE OF WORK

Scope of work

- All materials, hardware, software, fabrication, installation, programming and testing shall be conducted in conformity with the manufacturer's documentation, specifications, applicable codes and authorities having jurisdiction for the implementation of a complete Access Control System (ACS) for the project.
- A complete ACS is defined as all card readers, access cards, controllers, specific access control panels, power supplies, as well as all cabling/wiring, needed to achieve a complete and functional system. This document may not show or list every item to be provided.
- If an item(s) is not shown or listed and is clearly necessary for proper installation and operation of the equipment and systems, the item shall be provided, installed, tested and certified at no increase to the contract price.
- The Contractor shall be fully certified by the software vendor to sell, install and maintain in Santa Fe, New Mexico all system components required.
- The Contractor shall be capable of obtaining all applicable contractor licenses.
- The Contractor shall provide all software and software licenses for the ACS.
- The Contractor shall be responsible for coordination of all ACS programming and ACS connections/interfaces with project lead or other assigned personnel.
- The Proponent shall provide all hardware and system programming for integration with the new ACS equipment.
- The Contractor shall provide installation, testing, adjustment and initial programming necessary for all equipment.
- The Contractor shall provide written documentation and specific instructions for the ACS as installed.
- The Contractor shall be responsible for fully implementing the functions described herein

- The Contractor shall provide training to BDD personnel in the operation, adjustment, servicing and repair of this ACS.
- The Contractor shall provide one full set of hardware shelf spares and As-Built Drawings.

Quality assurance

- A nationally recognized test laboratory shall list all equipment supplied where applicable.
- All equipment and accessories to be the product of a manufacturer regularly engaged in the manufacture of ACS components.
- All items of a given type shall be the products of the same manufacturer.
- All items shall be of the latest technology; no discontinued models or products are acceptable.
- All items shall have a ten year life expectancy.
- No Beta products will be accepted.
- The manufacturer, or their authorized representative, shall confirm that within 100 miles of the project site there is an established agency which; shall supply parts and service without delay and at reasonable cost, offers service during normal working hours as well as emergency service on all equipment to be furnished.
- Shall be capable of performing service or maintenance work on these specified or accepted systems.

Upon award the following should be submitted to BDD:

- Manufacturers name, brand name, catalog references for all equipment supplied, indicating UL Listings, for all system components
- Proposed training program, including name and qualifications of trainer(s), schedule of training, curricula and written training materials.
- Complete as built wiring diagrams for all components and floor plans indicating device locations, etc. Provide dimensioned elevation, mounting, and wiring details for all consoles, racks, control panels, and fabricated equipment being supplied under this section.
- Provide complete point-to-point and termination drawings. Partial or "Typical" drawings will not be accepted.
- Bill of Materials.
- Service information, including address of nearest representative. Provide written approval from each manufacturer affirming that Contractor is certified and approved for systems installation and service for all referenced systems in this Section.

Product Delivery, Storage and Handling

- All equipment provided shall be new, not used, and shall be shipped in original packages to prevent damage or entry of foreign matter. All handling shall be in accordance with manufacturer's recommendations. Protective covering shall be provided by Contractor during construction.

- Products delivered to the job site in racks and consoles shall be protected from dust, dirt and foreign matter. All racks and consoles shall be protected from dents, bumps and scratching.

Warranty

- The Contractor and manufacturer(s) shall warranty all equipment. Materials and installation labor for a minimum of two (2) years from the filing of the notice of completion (NOC).
- During the warranty period, upon notification of a problem by BDD, the Contractor shall ensure that a competent and qualified field service technician arrives on site to correct the problem, within 48 hours.
- At least sixty (60) calendar days prior to expiration of warranty, Contractor shall provide the BDD with post-warranty maintenance contract proposals. The terms and condition of any such post
- Warranty program shall be consistent with those offered to the provider's most favored customer(s).

Access Control System Products

- System Specifications
- BDD already has a complete access control system but some hardware and the software are no longer supported. The door access control equipment should be reused whenever possible as long as it is still supported and available.
- The head end software must incorporate access control as well as existing video.
- The network appliance shall be capable of running on an existing TCP/IP network and shall be accessible, configurable and manageable from any network connected PC.
- The Contractor shall perform all necessary tests of system operations and shall monitor systems activity and functionality during the installation.

Access control features shall include:

- Multiple access levels and cards per person.
- 128-bit card support.
- Detailed time specifications.
- Multiple card formats for mixed card populations.
- Activation/expiration date/time by person with one minute resolution.
- Access level disable for immediate lockdown.
- Multiple holiday schedules.
- Timed unlock schedules.
- Scheduled actions for arming inputs, activating outputs, locking and unlocking portals.
- Card enrollment reader support.
- Counted-use access control.
- Regional and Timed anti-passback.
- First-in unlock rule.
- Up to 60,000 person records.

- Security database features shall include:
- Record recall by ID tag, name or card.
- SQL capability and ODBC compliance.
- An API for adding to, deleting from and modifying the database.
- Storage of system user passwords and permissions.
- System user permissions to grant whole or partial access to system resources, and personal data.
- Pre-defined reports on system configuration, system activity history, and people.
- Custom Report writer interface that allows the interactive creation of custom reports. Reports may be saved for later reuse. No third party software such as Crystal Reports shall be necessary.
- Periodic archive creation for historical custom reporting and improved on-board database performance.

Access Control Panels

- Access Control Panels (ACP) shall support all of the devices currently installed.
- The ACPs shall monitor, power, or control, card readers, door position contacts, door strikes and/or locks and other devices currently installed.
- The ACPs shall read data encoded on cards and communicate with the Main Controller and Central Processing unit to determine if entry is authorized.
- Authorize opening of any door from a workstation.
- All components that make up the access control panel shall be securely mounted on the back panel, with an approved enclosure. All cables shall be run within an approved cable management system, and shall be neatly dressed and labeled at the point of termination. All labels shall be clearly visible without the need to remove any wire way covering or wire management device.
- Each site controller will have a locally stored/cached copy of the user access database, should the central database at the BDD Admin Building be unreachable (and thus, provide authorized passage through the doors w/o access to the main database, should the WAN go offline).

Requirements

- Systems shall be complete and operational in all respects.
- Contractor shall furnish and install all equipment for all necessary building ACS.
- All security equipment, junction boxes, terminal cans, etc. installed in public accessible areas shall be installed utilizing key locked doors. Contractor shall provide a minimum of 20 Keys.

As-Built Drawings

- Contractor shall maintain a complete set of prints of design drawings on-site as the work on the ACS is being completed. As work is installed, Contractor shall carefully draw on prints, in colored pencil, correct location of work including all critical dimensions.
- Upon completion of the project, Contractor shall transfer hand-drawn information to As-Built printed drawings. No hand-drawn As-Built Drawings shall be accepted.
- Contractor shall provide four (4) sets of As-Built Drawings.

Programming

- Contractor shall provide initial programming for all applicable systems. Contractor programming shall include, but not be limited to:
- English-language description of each access control location.
- Programming of the head-end equipment.
- Programming of Access Control Software.
- The Contractor shall coordinate with the Security Administrator to update the system software to the most recent version available during the warranty period at NO ADDITIONAL COST.

Test and Reports

- Contractor shall perform system tests using personnel who have attended a manufacturer's training school for installation and testing of the systems as described herein. Contractor shall perform testing with the test instruments as specified/directed by the manufacturer. Testing by means other than the manufacturer's procedures will not be acceptable unless agreed to in advance in writing by Security Administrator, Security Contractor and the equipment manufacturer.
- Upon completion of the installation of the ACS, Contractor shall submit written reports including, but not limited to, the following information:
- A complete list of all equipment installed, including serial numbers of major components.
- Certification that all equipment is properly installed, programmed, functional, 100% operational, and in conformance with contract specifications.
- Test reports of all devices, and equipment.
- Test technician's name, company and date of test.
- Sixty (60) days prior to expiration of warranty, Contractor shall retest all systems as described herein, and submit a test report of findings. The scheduling of the retest shall be coordinated with the Security Administrator. All items covered by warranty shall be corrected immediately. The warranty shall remain in effect until the Contractor corrects 100% of defective items.

B. TECHNICAL SPECIFICATIONS

1. Organizational Experience

Offeror must:

1. Provide a detailed description of relevant corporate experience with city or state government and private sector. The experience of all proposed subcontractors must be described. The narrative **must** thoroughly describe how the Offeror has supplied expertise for similar contracts and must include the extent of their experience, expertise and knowledge as a provider of Access Control System and all access control systems provided to private sector will also be considered. Also include an explanation of how your access control system control system will meet our scope of work
2. Provide a brief resume/bio of all key personnel Offeror proposes to use in performance of the resulting contract, should Offeror be awarded. Key personnel is identified as having extensive knowledge and or subject matter expert in access control systems. Offeror must include key personnel education, work experience, relevant certifications/ licenses.
3. Indicate how many Access Control Systems have been installed in the last two years and what percentage of business revenue is derived from Access Control Systems engagements;
4. Describe at least two project successes and failures of Access Control Engagement engagements and installations. Include how each experience improved the Offeror's services.

2. Organizational References

Offeror must provide a list of a minimum of three (3) references from similar projects/programs performed for private, city, state or large local government clients within the last three (3) years.

Offeror shall include the following Business Reference information as part of its proposals:

- a) Client name;
- b) Project description;
- c) Project dates (starting and ending);
- d) Technical environment (i.e., Software applications, Internet capabilities, Data communications, Network, Hardware);
- e) Staff assigned to reference engagement that will be designated for work per this RFP; and
- f) Client project manager name, telephone number, fax number and e-mail address.

Offeror is required to submit APPENDIX F, Organizational Reference Questionnaire ("Questionnaire"), to the business references it lists. **The business references must**

submit the Questionnaire directly to the designee identified in APPENDIX F. The business references must not return the completed Questionnaire to the Offeror. It is the Offeror's responsibility to ensure the completed forms are submitted on or before the date indicated in Section II. A, Sequence of Events, for inclusion in the evaluation process.

Organizational References that are not received or are not complete, may adversely affect the Offeror's score in the evaluation process. Offerors are encouraged to specifically request that their Organizational References provide detailed comments.

C. BUSINESS SPECIFICATIONS

1. Financial Stability

Offerors must submit copies of the most recent years independently audited financial statements and the most current 10K, as well as financial statements for the preceding three years, if they exist. The submission must include the audit opinion, the balance sheet, and statements of income, retained earnings, cash flows, and the notes to the financial statements. If independently audited financial statements do not exist, Offeror must state the reason and, instead, submit sufficient information (e.g. D & B report). **Failure to submit financial statements or the reason why they don't exist will result in Offeror's disqualification.**

2. Performance Surety Bond

If required, Offeror(s) must have the ability to secure a Performance Surety Bond in favor of the Department to insure the Contractor's performance upon any subsequent contract award. Each engagement will be different but the option to require a Performance Surety Bond must be available to the Department at time of contract award. **A Statement of Concurrence, as defined in Section I.F.39, must be submitted in the Offeror's proposal.**

3. Letter of Transmittal Form

The Offeror's proposal **must** be accompanied by the Letter of Transmittal Form located in APPENDIX E. The form **must** be completed and must be signed by the person authorized to obligate the company. **Failure to respond to ALL items, as indicated in Section II.C.30 and APPENDIX E, and to return a signed, unaltered form will result in Offeror's disqualification.**

4. Campaign Contribution Disclosure Form

The Offeror must complete an unaltered Campaign Contribution Disclosure Form and submit a signed copy with the Offeror's proposal. This must be accomplished whether or

not an applicable contribution has been made. (See APPENDIX B). **Failure to complete and return the signed, unaltered form will result in Offeror's disqualification.**

5. Oral Presentation

If selected as a finalist, Offerors agree to provide the Evaluation Committee the opportunity to interview proposed staff members identified by the Evaluation Committee, at the option of the Department. The Evaluation Committee may request a finalist to provide an oral presentation of the proposal as an opportunity for the Evaluation Committee to ask questions and seek clarifications.

6. Cost

Offerors must complete the Cost Response Form in APPENDIX D. Cost will be measured by experience, references, on site visit

7. Local Preference

To ensure adequate consideration and application of NMSA 1978, § 13-1-21 (as amended), Offerors **MUST** include a copy, in this section, of its NM Resident preference certificate, as issued by the New Mexico Taxation and Revenue Department.

V. EVALUATION

A. EVALUATION POINT SUMMARY

The following is a summary of evaluation factors with point values assigned to each. These weighted factors will be used in the evaluation of individual potential Offeror proposals by sub-category.

Evaluation Factors <i>(Correspond to section IV.B and IV C)</i>	Points Available
B. Technical Specifications	
B. 1. Organizational Experience	400
B. 2. Organizational References	100
C. Business Specifications	
C.1. Financial Stability	Pass/Fail
C.2. Performance Bond	Pass/Fail
C.3. Letter Of Transmittal	Pass/Fail
C.4. Campaign Contribution Disclosure Form	Pass/Fail
C.5. Oral Presentations	100
C.6. Cost	400
TOTAL POINTS AVAILABLE	1,000
C.7. City of Santa Fe Local Preference per Section IV C. 2	30
C7. City of Santa Fe Local Preference using Local Subcontractors Section IV C.2	60

Table 1: Evaluation Point Summary

B. EVALUATION FACTORS

1. B.1 Organizational Experience (See Table 1)

Points will be awarded based on the thoroughness and clarity of Offeror's response in this Section. The Evaluation Committee will also weigh the relevancy and extent of Offeror's experience, expertise and knowledge; and of personnel education, experience and certifications/licenses. In addition, points will be awarded based on Offeror's candid and well-thought-out response to successes and failures, as well as the ability of the Offeror to learn from its failures and grow from its successes.

2. B.2 Organizational References (See Table 1)

Points will be awarded based upon an evaluation of the responses to a series of questions on the Organizational Reference Questionnaire (Appendix F). Offeror will be evaluated on references that show positive service history, successful execution of services and evidence of satisfaction by each reference. References indicating significantly similar services/scopes of work and comments provided by a submitted reference will add weight and value to a recommendation during the evaluation process. Points will be awarded for each individual response up to 1/3 of the total points for this category. Lack of a response will receive zero (0) points.

The Evaluation Committee may contact any or all business references for validation of information submitted. If this step is taken, the Procurement Manager and the Evaluation Committee must all be together on a conference call with the submitted reference so that the Procurement Manager and all members of the Evaluation Committee receive the same information. Additionally, the BDD reserves the right to consider any and all information available to it (outside of the Organizational Reference information required herein), in its evaluation of Offeror responsibility per Section II.C.18.

3. C.1 Financial Stability (See Table 1)

Pass/Fail only. No points assigned.

4. C.2 Performance Bond (See Table 1)

A Statement of Concurrence is required. Pass/Fail only. No points assigned.

5. C.3 Letter of Transmittal (See Table 1)

Pass/Fail only. No points assigned.

6. C.4 Campaign Contribution Disclosure Form (See Table 1)

Pass/Fail only. No points assigned.

7. C.5 Oral Presentation (See Table 1)

Points will be awarded based on the quality, organization and effectiveness of communication of the information presented, as well as the professionalism of the presenters and technical knowledge of the proposed staff. Prior to Oral Presentation, Agency will provide the Offeror a presentation agenda. (If no Oral Presentations are held all Offerors will receive the maximum amount of total points for this Evaluation Factor).

8. C.6 Cost (See Table 1)

The evaluation of each Offeror's cost proposal will be conducted using the following formula:

$$\frac{\text{Lowest Responsive Offeror's Cost}}{\text{Each Offeror's Cost}} \times \text{Available Award Points}$$

The first year's total budget will be used to calculate Cost score

9. C.7. Local Preferences

To qualify for a local preference, a vendor must attach a state of New Mexico Taxation and Revenue Department-issued, Resident Business certification of eligibility to its bid or proposal, showing that the business is located within the Santa Fe municipal limits.

Percentages will be determined based upon the point-based system outlined below.

- A. The BDD shall award additional 3% of the total weight of all the factors used in evaluating the proposal to a local resident business. The BDD shall award an additional 3% of the total weight of all the factors used in evaluating the proposal to a non-local resident business who has hired all local resident business subcontractors.
- B. When the BDD makes a purchase using a formal request for proposal process and the contract is awarded based on a point-based system, the BDD shall award additional point's equivalent to 3% of the total possible points to a local resident business. The BDD shall award an additional 3% of the total possible points to a business who has hired all local resident business subcontractors.

The maximum available local preference shall be 6%.

C. Solicitations above One Million Dollars (\$1,000,000)

- a. The BDD shall deem a bid or proposal submitted by a resident business to be 6% lower than the bid actually submitted, if and only if at least 50% of the subcontracted services go to subcontractors who are resident businesses.
- b. The BDD shall deem the bid or proposal submitted by a non-local resident business

to be 3% lower than the bid actually submitted, if and only if at least 50% of the sub-contracted services go to subcontractors who are resident businesses.

C. EVALUATION PROCESS

1. All Offeror proposals will be reviewed for compliance with the requirements and specifications stated within the RFP. Proposals deemed non-responsive will be eliminated from further consideration.
2. The Central Purchasing Office or/and the Procurement Manager may contact the Offeror for clarification of the response as specified in Section II. B.7.
3. Responsive proposals will be evaluated on the factors in Section IV, which have been assigned a point value in Section V. The responsible Offerors with the highest scores will be selected as finalist Offerors, based upon the proposals submitted. In accordance with 13-1-117 NMSA 1978, the responsible Offerors whose proposals are most advantageous to the BDD taking into consideration the Evaluation Factors in Section V will be recommended for award (as specified in Section II.B.12). Please note, however, that a serious deficiency in the response to any one factor may be grounds for rejection regardless of overall score.

APPENDIX A

ACKNOWLEDGEMENT OF RECEIPT FORM

APPENDIX A
REQUEST FOR PROPOSAL

Access Control Systems
22/13/P

ACKNOWLEDGEMENT OF RECEIPT FORM

This Acknowledgement of Receipt Form should be signed and submitted no later than October 4, 2021. Only potential Offerors who elect to return this form will receive copies of all submitted questions and the written responses to those questions, as well as any RFP amendments, if any are issued.

In acknowledgement of receipt of this Request for Proposal, the undersigned agrees that he or she has received a complete copy of the RFP, beginning with the title page, and ending with APPENDIX I.

The name and address below will be used for all correspondence related to the Request for Proposal.

ORGANIZATION:

CONTACT NAME:

TITLE: _____ PHONE NO.: _____

E-MAIL: _____

ADDRESS: _____

CITY: _____ STATE: _____ ZIP CODE: _____

Submit Acknowledgement of Receipt Form to:

To: Central Purchasing

E-mail: Purchasing@santafenm.gov

Subject Line: Access Control Service 22/13/P

APPENDIX B

CAMPAIGN CONTRIBUTION DISCLOSURE FORM

Pursuant to the Procurement Code, Sections 13-1-28, *et seq.*, NMSA 1978 and NMSA 1978, § 13-1-191.1 (2006), as amended by Laws of 2007, Chapter 234, a prospective contractor subject to this section shall disclose all campaign contributions given by the prospective contractor or a family member or representative of the prospective contractor to an applicable public official of the state or a local public body during the two years prior to the date on which a proposal is submitted or, in the case of a sole source or small purchase contract, the two years prior to the date on which the contractor signs the contract, if the aggregate total of contributions given by the prospective contractor or a family member or representative of the prospective contractor to the public official exceeds two hundred fifty dollars (\$250) over the two-year period. A prospective contractor submitting a disclosure statement pursuant to this section who has not contributed to an applicable public official, whose family members have not contributed to an applicable public official or whose representatives have not contributed to an applicable public official shall make a statement that no contribution was made.

A prospective contractor or a family member or representative of the prospective contractor shall not give 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 during the pendency of negotiations for a sole source or small purchase contract.

Furthermore, a solicitation or proposed award for a proposed contract may be canceled pursuant to Section [13-1-181](#) NMSA 1978 or a contract that is executed may be ratified or terminated pursuant to Section [13-1-182](#) NMSA 1978 if a prospective contractor fails to submit a fully completed disclosure statement pursuant to this section; or a prospective contractor or family member or 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.

The state agency or local public body that procures the services or items of tangible personal property shall indicate on the form the name or names of every applicable public official, if any, for which disclosure is required by a prospective contractor.

THIS FORM MUST BE INCLUDED IN THE REQUEST FOR PROPOSALS AND 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 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 a spouse, father, mother, child, father-in-law, mother-in-law, daughter-in-law or son-in-law of (a) a prospective contractor, if the prospective contractor is a natural person; or (b) an owner of a prospective contractor;

“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.

“Prospective contractor” means a person or business that is subject to the competitive sealed proposal process set forth in the Procurement Code [Sections [13-1-28](#) through [13-1-199](#) NMSA 1978] or is not required to submit a competitive sealed proposal because that person or business qualifies for a sole source or 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.

Name(s) of Applicable Public Official(s) if any: _____

Alan M Webber

Signe Lindell, Pro-tem

Renee Villarreal

Michael Garcia

Carol Romero-Wirth

Roman “Tiger” Abeyta

Christopher Rivera

Joanne Vigil Coppler

Jamie Cassutt

Henry Roybal

Anna Hansen

Rudy Garcia

Anna Hamilton

Hank Hughes

DISCLOSURE OF CONTRIBUTIONS BY PROSPECTIVE CONTRACTOR:

Contribution Made By: _____

Relation to Prospective Contractor: _____

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)

--OR--

NO CONTRIBUTIONS IN THE AGGREGATE TOTAL OVER TWO HUNDRED FIFTY DOLLARS (\$250) WERE MADE to an applicable public official by me, a family member or representative.

Signature

Date

Title (Position)

APPENDIX C

DRAFT CONTRACT

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

BUCKMAN DIRECT DIVERSION BOARD
Access Control System PROFESSIONAL SERVICES AGREEMENT
WITH

THIS 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 within 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 [amount to be determined], 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

This Agreement shall be effective when signed by the BDDDB and terminate [TBD].

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 BDDDB. 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
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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, Contractors policy shall not contain exclusions for those activities.

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

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

Contractor shall provide an endorsement that the insurer waives the right of subrogation against the 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 Contractors performance or non-performance under this Agreement as well as the performance or non-performance of Contractor's employees, agents, representatives and subcontractors or any tier.

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 BDDDB 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 BDDDB 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 BDDDB. 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:

BDDDB: 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.
2200 Brothers Road
Santa Fe, NM 87502-5098
Email: nancy@longkomer.com

CONTRACTOR: TO BE DETERMINED

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**

**CONTRACTOR:
TO BE DETERMINED**

By: _____ Signature: _____

Printed Name: _____

Commissioner Anna C. Hansen,

Title: _____

BDDDB Chair

Date: _____

Date: _____

ATTEST

NM Taxation & Revenue

CRS # _____

Katharine E. Clark,
Santa Fe County Clerk

APPROVED AS TO FORM

City of Santa Fe Business

Registration # _____

Nancy R. Long, BDDDB Counsel

APPROVED

Mary T. McCoy, City Finance Director

ATTEST

Kristine Bustos-Mihelcic, City Clerk

File Date: _____

Exhibit A

1. REPLACE and UPGRADE

Replace and upgrade the facilities existing hardware and software all recommended solutions shall have integrated video and access control for optimal security. The components should be upgradable and swappable without requiring a mass replacement of the system hardware.

All materials, hardware, software, fabrication, installation, programming and testing shall be conducted in conformity with the manufacturer's documentation, specifications contained herein, and applicable codes and authorities having jurisdiction for the implementation of a complete Access Control System (ACS) for the project.

A complete ACS is defined as all card readers, access cards, controllers, specific access control panels, power supplies, as well as all cabling/wiring, needed to achieve a complete and functional system. This document may not show or list every item to be provided. If an item(s) is not showed or listed and is clearly necessary for proper installation and operation of the Access Control System.

The Contractor shall be fully certified by the software vendor to sell, install and maintain in Santa Fe, New Mexico all system components required.

The Contractor shall have at least five (5) years of experience in designing, selling, installing and maintaining the proposed access control systems.

The Contractor shall be capable of obtaining all applicable contractor licenses.

The Contractor shall provide all software and software licenses for the ACS.

The Contractor shall be responsible for coordination of all ACS programming and ACS connections/interfaces with project lead or other assigned personnel.

The Contractor shall provide all hardware and system programming for integration with the new ACS equipment

The Contractor shall provide installation, testing, adjustment and initial programming necessary for all equipment.

The Contractor shall provide written documentation and specific instructions for the ACS as installed.

The Contractor shall be responsible for fully implementing the functions described in this document.

The Contractor shall provide training to BDD personnel in the operation, adjustment, servicing and repair of this ACS.

The Contractor shall provide one full set of hardware shelf spares and As-Built Drawings.

2. STANDARDS OF PERFORMANCE; EXPERTISE; LICENSES

Quality Assurance

A nationally recognized test laboratory shall list all equipment supplied where applicable.

All equipment and accessories to be the product of a manufacturer regularly engaged in the manufacture of ACS components.

All items of a given type shall be the products of the same manufacturer.

All items shall be of the latest technology; no discontinued models or products are acceptable.

All items shall have a ten year life expectancy.

No Beta products will be accepted.

The manufacturer, or their authorized representative, shall confirm that within 100 miles of the project site there is an established agency which: Shall supply parts and service without delay and at reasonable cost.

Offers service during normal working hours as well as emergency service on all equipment to be furnished.

Contractor shall be capable of performing service or maintenance work on these specified or accepted systems.

The following should be submitted to BDD:

Manufacturers name, brand name, catalog references for all equipment supplied, indicating UL Listings, for all system components. Proposed training program, including name and qualifications of trainer(s), schedule of training, curricula and written training materials. Complete as built wiring diagrams for all components and floor plans indicating device locations, etc. Provide dimensioned elevation, mounting, and wiring details for all consoles, racks, control panels, and fabricated equipment being supplied under this section. Provide complete point-to-point and termination drawings. Partial or "Typical" drawings will not be accepted.

Bill of Materials. Service information, including address of nearest representative. Provide written approval from each manufacturer affirming that Contractor is certified and approved for systems installation and service for all referenced systems in this Section.

3. PRODUCT DELIVERY, STORAGE and HANDLING

All equipment provided shall be new, not used, and shall be shipped in original packages to prevent damage or entry of foreign matter. All handling shall be in accordance with

manufacturer's recommendations. Protective covering shall be provided by Contractor during construction.

Products delivered to the job site in racks and consoles shall be protected from dust, dirt and foreign matter. All racks and consoles shall be protected from dents, bumps and scratching.

Warranty

The Contractor and manufacturer(s) shall warranty all equipment. Materials and installation labor for a minimum of two (2) years from the filing of the notice of completion (NOC).

During the warranty period, upon notification of a problem by BDD, the Contractor shall ensure that a competent and qualified field service technician arrives on site to correct the problem, within 48 hours.

At least sixty (60) calendar days prior to expiration of warranty, Contractor shall provide the BDD with post-warranty maintenance contract proposals. The terms and condition of any such post-warranty program shall be consistent with those offered to the provider's most favored customer(s).

4. ACCESS CONTROL SYSTEM PRODUCTS SYSTEM SPECIFICATIONS

BDD already has a complete access control system but some hardware and the software are no longer supported. The door access control equipment should be reused whenever possible as long as it is still supported and available.

The head end software must incorporate access control as well as existing video.

The network appliance shall be capable of running on an existing TCP/IP network and shall be accessible, configurable and manageable from any network connected PC.

The Contractor shall perform all necessary tests of system operations and shall monitor systems activity and functionality during the installation.

Access control features shall include:

Multiple access levels and cards per person.

128-bit card support.

Detailed time specifications.

Multiple card formats for mixed card populations.

Activation/expiration date/time by person with one minute resolution.

Access level disable for immediate lockdown.

Multiple holiday schedules.

Timed unlock schedules.

Scheduled actions for arming inputs, activating outputs, locking and unlocking portals.

Card enrollment reader support.

Counted-use access control.

Regional and Timed anti-passback.

First-in unlock rule.

Up to 60,000 person records.

6. Security database features shall include:

Record recall by ID tag, name or card.

SQL capability and ODBC compliance.

An API for adding to, deleting from and modifying the database.

Storage of system user passwords and permissions.

System user permissions to grant whole or partial access to system resources, and personal data.

Pre-defined reports on system configuration, system activity history, and people.

Custom Report writer interface that allows the interactive creation of custom reports. Reports may be saved for later reuse. No third party software such as Crystal Reports shall be necessary.

Periodic archive creation for historical custom reporting and improved on-board database performance.

Access Control Panels

Access Control Panels (ACP) shall support all of the devices currently installed.

The ACPs shall monitor, power, or control, card readers, door position contacts, door strikes and/or locks and other devices currently installed.

The ACPs shall read data encoded on cards and communicate with the Main Controller and Central Processing unit to determine if entry is authorized.

Authorized opening of any door from a workstation.

All components that make up the access control panel shall be securely mounted on the back panel, with an approved enclosure. All cables shall be run within an approved cable management system, and shall be neatly dressed and labeled at the point of termination. All labels shall be clearly visible without the need to remove any wire way covering or wire management device.

Each site controller will have a locally stored/cached copy of the user access database, should the central database at the BDD Admin Building be unreachable (and thus, provide authorized passage through the doors w/o access to the main database, should the WAN go offline).

5. REQUIREMENTS

Systems shall be complete and operational in all respects.

The Contractor shall furnish and install all equipment for all necessary building ACS.

All security equipment, junction boxes, terminal cans, etc. installed in public accessible areas shall be installed utilizing key locked doors. Contractor shall provide a minimum of 20 Keys.

6. AS –BUILT DRAWINGS

The Contractor shall maintain a complete set of prints of design drawings on-site as the work on the ACS is being completed.

As work is installed, Contractor shall carefully draw on prints, in colored pencil, correct location of work including all critical dimensions.

Upon completion of the project, Contractor shall transfer hand-drawn information to As-Built printed drawings. No hand-drawn As-Built Drawings shall be accepted.

The Contractor shall provide four (4) sets of As-Built Drawings

7. TRAINING

The Contractor shall provide a minimum of four (3) copies of Operation and Maintenance manuals for all equipment furnished under the Security Systems section. These manuals are to be available during training.

Provide a minimum of eight (8) hours of scheduled training for the equipment furnished under this Section, including programming, operation, service, and maintenance.

Training shall be by engineers or technicians highly skilled in the systems and certified by manufacturer as qualified to train in the particular systems.

Training shall be conducted at dates and times directed by the BDD Training Administrator. Training shall be provided for all system administrators and system end-users.

8. PROGRAMMING

Contractor shall provide initial programming for all applicable systems. Contractor programming shall include, but not be limited to:

English-language description of each access control location.

Programming of the head-end equipment.

Programming of Access Control Software.

The Contractor shall coordinate with the Security Administrator to update the system software to the most recent version available during the warranty period at NO ADDITIONAL COST.

9. TESTS and REPORTS

The Contractor shall perform system tests using personnel who have attended a manufacturer's training school for installation and testing of the systems as described herein. The Contractor shall perform testing with the test instruments as specified/directed by the manufacturer. Testing by means other than the manufacturer's procedures will not be acceptable unless agreed to in advance in writing by Security Administrator, Security Contractor and the equipment manufacturer. Upon completion of the installation of the ACS, the Contractor shall submit written reports including, but not limited to, the following information:

A complete list of all equipment installed, including serial numbers of major components.

Certification that all equipment is properly installed, programmed, functional, 100% operational, and in conformance with contract specifications.

Test reports of all devices, and equipment.

Test technician's name, company and date of test.

Sixty (60) days prior to expiration of warranty, Contractor shall retest all systems as described herein, and submit a test report of findings. The scheduling of the retest shall be coordinated with the Security Administrator. All items covered by warranty shall be corrected immediately. The warranty shall remain in effect until the Contractor corrects 100% of defective item.

APPENDIX D

COST RESPONSE FORM

Description	Type	Quantity	Cost per Item
Materials			
Hardware			
Software			
Fabrication			
Installation			
Programing/testing			
maintenance			
Design, develop implement			
All other Services			

All amounts provided must include all labor, materials, equipment, transportation, configuration, installation, training and profit to provide the goods and/or services described in Section IV.A, (as amended by any current RFP amendments for the period specified).

Option Year 1: (xx/xx/xxxx thru xx/xx/xxxx) Price: \$ _____

Option Year 2: (xx/xx/xxxx thru xx/xx/xxxx) Price: \$ _____

Option Year 3: (xx/xx/xxxx thru xx/xx/xxxx) Price: \$ _____

Option Year 4: (xx/xx/xxxx thru xx/xx/xxxx) Price: \$ _____

APPENDIX E

LETTER OF TRANSMITTAL

APPENDIX E

Letter of Transmittal Form

RFP # 22/13/P

**ITEMS #1 to #4 EACH MUST BE COMPLETED IN FULL (pursuant to Section II.C.30).
FAILURE TO RESPOND TO ALL FOUR (4) ITEMS WILL RESULT IN THE
DISQUALIFICATION OF OFFEROR'S PROPOSAL! DO NOT LEAVE ANY ITEM BLANK!**
(N/A, None, Does not apply, etc. are acceptable responses.)

1. Identify the following information for the submitting organization:

Offeror Name	
Mailing Address	
Telephone	
FED ID#	
NM CRS#	

2. Identify the individual(s) authorized by the organization to (A) contractually obligate, (B) negotiate, and/or (C) clarify/respond to queries on behalf of this Offeror:

	A Contractually Obligate	B Negotiate*	C Clarify/Respond to Queries*
Name			
Title			
E-mail			
Telephone			

* If the individual identified in Column A also performs the functions identified in Columns B & C, then no response is required for those Columns. If separate individuals perform the functions in Columns B and/or C, they must be identified.

3. Use of subcontractors (Select one):

☐ No subcontractors will be used in the performance of any resultant contract, OR
☐ The following subcontractors will be used in the performance of any resultant contract:
(Please list name and address of each Subcontractor - Attach extra sheets, as needed)

4. Describe any relationship with any entity (such as the City of Santa Fe, State Agency, reseller, etc. that is not a subcontractor(s) listed in #3 above), if any, which will be used in the performance of any resultant contract. (N/A, None, Does not apply, etc. are acceptable responses to this item.)

(Attach extra sheets, as needed)

By signing the form below, the Authorized Signatory attests to the accuracy and veracity of the information provided on this form, and explicitly acknowledges the following:

- On behalf of the submitting-organization identified in item #1, above, I accept the Conditions Governing the Procurement, as required in Section II.C.1. of this RFP;
- I concur that submission of our proposal constitutes acceptance of the Evaluation Factors contained in Section V of this RFP; and
- I acknowledge receipt of any and all amendments to this RFP, if any.

_____, 20____
Authorized Signature and Date (Must be signed by the individual identified in item #2.A, above.)

APPENDIX F

ORGANIZATIONAL REFERENCE QUESTIONNAIRE

The Buckman Direct Diversion, as a part of the RFP process, requires Offerors to list a minimum of three (3) organizational references in their proposals. The purpose of these references is to document Offeror's experience relevant to the Section IV.A, Detailed Scope of Work in an effort to evaluate Offeror's ability to provide goods and/or services, performance under similar contracts, and ability to provide knowledgeable and experienced staffing.

Offeror is required to send the following Organizational Reference Questionnaire to each business reference listed in its proposal, as per Section IV.B.2. The business reference, if it chooses to respond, is required to submit its response to the Organizational Reference Questionnaire directly to: Central Purchasing at Purchasing@santafenm.gov by November 4, 2021 at 3:00pm MST/MDT for inclusion in the evaluation process. The Questionnaire and information provided will become a part of the submitted proposal. Businesses/Organizations providing references may be contacted for validation of content provided therein.

RFP # 22/13/P
ORGANIZATIONAL REFERENCE QUESTIONNAIRE
FOR:

(Name of Offeror)

This form is being submitted to your company for completion as a reference for the organization listed above. This Questionnaire is to be submitted to the Buckman Direction Division, City of Santa Fe via e-mail at:

Name: Central Purchasing Office
Email: Purchasing@santafenm.gov

Forms must be submitted no later than 5:00 PM MST/<MDT on November 3rd, 2021 and **must not** be returned to the organization requesting the reference. References are **strongly encouraged** to provide comments in response to organizational ratings.

For questions or concerns regarding this form, please contact City of Santa Fe **Procurement Manager** Monique Maes, BDD Contracts Administrator; mmmaes@santafenm.gov 505-920-3339. When contacting the Procurement Manager, include the Request for Proposal number provided at the top of this page.

Organization providing reference	
Contact name and title/position	
Contact telephone number(s)	
Contact e-mail address	
Project description	
Project dates (start and end dates)	
Access Control Technology compatible with existing hardware and Avigilon system. (i.e., Software applications, Internet capabilities, Data communications, Network, Hardware);	

QUESTIONS:

1. In what capacity have you worked with this vendor in the past?

COMMENTS:

2. How would you rate this firm's knowledge and expertise?

_____ (3 = Excellent; 2 = Satisfactory; 1 = Unsatisfactory; 0 = Unacceptable)

COMMENTS:

3. How would you rate the vendor's flexibility relative to changes in the project scope and timelines?

_____ (3 = Excellent; 2 = Satisfactory; 1 = Unsatisfactory; 0 = Unacceptable)

COMMENTS:

4. What is your level of satisfaction with hard-copy materials produced by the vendor?

_____ (3 = Excellent; 2 = Satisfactory; 1 = Unsatisfactory; 0 = Unacceptable, N/A = Not applicable)

COMMENTS:

5. How would you rate the dynamics/interaction between vendor personnel and your staff?

_____ (3 = Excellent; 2 = Satisfactory; 1 = Unsatisfactory; 0 = Unacceptable)

COMMENTS:

6. Who are/were the vendor's principal representatives involved in your project and how would you rate them individually? Would you, please, comment on the skills, knowledge, behaviors or other factors on which you based the rating?

_____ (3 = Excellent; 2 = Satisfactory; 1 = Unsatisfactory; 0 = Unacceptable)

Name: _____ Rating: _____

Name: _____ Rating: _____

Name: _____ Rating: _____

Name: _____ Rating: _____

COMMENTS:

7. How satisfied are/were you with the products developed by the vendor?

_____ (3 = Excellent; 2 = Satisfactory; 1 = Unsatisfactory; 0 = Unacceptable, N/A = Not applicable)

COMMENTS:

8. With which aspect(s) of this vendor's services are/were you most satisfied?

COMMENTS:

9. With which aspect(s) of this vendor's services are/were you least satisfied?

COMMENTS:

10. Would you recommend this vendor's services to your organization again?

COMMENTS:

APPENDIX G
NON-COLLUSION AFFIDAVIT

NON-COLLUSION AFFIDAVIT

Complete, Sign and Return with your proposal.

I hereby affirm that: I am the _____ (insert title) and the
duly authorized representative of _____ (insert
organization's name) whose address is
_____. And, that I
possess the legal authority to make this affidavit on behalf of myself and the firm for which I
am acting.

I affirm:

1. I am fully informed respecting the preparation and contents of the attached proposal and
of all pertinent circumstances respecting such proposal.
2. Such proposal is genuine and is not a collusive or sham proposal.
3. Neither the said Offeror nor any of its officers, partners, owners, agents, representatives,
employees or parties in interest, including this affiant, has in any way colluded, conspired,
connived or agreed, directly or indirectly with any Offeror, firm or person to submit a
collusive or sham proposal in connection with the Contract for which the attached
proposal has been submitted or to refrain from offering a proposal in connection with the
Contract, or has in any manner, directly or indirectly, sought by agreement or collusion
or communication or conference with any other Offeror, firm or person to fix the price or
prices in the attached proposal or of any other Offeror, or to fix any overhead, profit or
cost element of the proposal or the offer price of any other Offeror, or to secure through
any collusion, conspiracy, connivance or unlawful agreement any advantage against the
Mayor and Council of City of Santa Fe, New Mexico or any person interested in the
proposed Contract; and
4. The price or prices quoted in the attached proposal are fair and proper and are not tainted
by any collusion, conspiracy, connivance or unlawful agreement on the part of the Offeror
or any of its agents, representatives, owners, employees, or parties in interest, including
this affiant. I do solemnly declare and affirm under the penalties of perjury that the
contents of this affidavit are true and correct.

Signature _____

Printed Name _____

Title _____

Date _____

APPENDIX H
CONFLICT OF INTEREST

CONFLICT OF INTEREST STATEMENT FOR CONSULTING FIRMS

Complete, sign and return with your proposal.

The City of Santa Fe policy is to prevent personal or organizational conflict of interest, or the appearance of such conflict of interest, in the award and administration of City contracts and Purchase Orders.

The Offeror shall comply with all applicable provisions of the Governmental Conduct Act, Chapter 10, Article 16 NMSA 1978 and include a full disclosure of all potential organization conflicts of interest in the Proposal.

In addition to the Access Control Developer each key personnel shall also complete the Conflict of Interest Form below certifying that the entity has read and understands the City's policy regarding conflict of interest and the CFR. Each key personnel must also certify that there is no conflict of interest with the Project. If there is a conflict with the Project, then the Access Control Developer and known key personnel needs to describe the conflict.

The Access Control System Developer agrees that, if after award, an organizational conflict of interest is discovered, the Access Control System Developer makes an immediate and full written disclosure to The BDD & City that includes a description of the action that the Access Control System Developer has taken or proposes to take to avoid or mitigate such conflicts. If an organizational conflict of interest is determined to exist, the City may, at its discretion, cancel the contract for the Project. If the Access Control System Developer was aware of an organizational conflict of interest prior to the award of the contract and did not disclose the conflict to the City, The BDD and City may terminate the contract for default.

The BDD and City may disqualify an Offeror if any of its key personnel belong to more than one Submitter organization/firm.

I, _____ certify that I/We have no personal or financial interests and no present employment or activity which would be incompatible with this firm's participation in any activity related to the RFP or execution of the awarded Access Control Systems contract. For the duration of this firm's involvement in the Access Control contract, this firm agrees not to accept any gift, benefit, gratuity or consideration, or begin a personal or financial interest in a party who is bidding and/or proposing, or associated with a bidder and/or Offeror on the Access Control systems contract.

I certify that this firm will keep all customer contract information confidential and secure.

This organization will not copy, give or otherwise disclose such information to any other person unless the BDD has on file a confidentiality agreement signed by the other person, and the disclosure is authorized and necessary to the Access Control Service contract. I understand that if this firm leaves this Access Control Service contract before it ends, this firm must still keep all contract information confidential. I agree to follow any instructions provided by the BDD and City relating to the confidentiality of the Access Control System contract information. I fully understand that any unauthorized disclosure made by this firm may be a basis for civil or criminal penalties. I agree to advise the City's Procurement Officer, at 505-955-6432 immediately in the event that I or another person within this organization either learn or have reason to believe that any person who has access to the Access control system contract confidential information has or intends to disclose that information in violation of this agreement.

This statement must be fully completed and signed by an authorized representative.

Company Name:

Authorized Representative/Title:

Phone Number:

Fax Number:

E-mail Address:

Signature:

Date:

The above information is subject to verification by the City of Santa Fe. If the City finds a misrepresentation, the bid may be automatically disqualified from the procurement process or the contract may be canceled.

APPENDIX I
LIVING WAGE ORDINANCE



City of Santa Fe Living Wage Ordinance

PURSUANT TO THE CITY OF SANTA FE
LIVING WAGE ORDINANCE, SECTION 28-1 SFCC 1987
EFFECTIVE MARCH 1, 2021 ALL WORKERS WITHIN THE
CITY OF SANTA FE
SHALL BE PAID A LIVING WAGE OF

\$12.32 PER HOUR

Santa Fe's Living Wage

- 🇺🇸 The Santa Fe Living Wage Ordinance establishes minimum hourly wages.
- 🇺🇸 The March Living Wage increase corresponds to the increase in the Consumer Price Index (CPI).
- 🇺🇸 All employers required to have a business license or registration from the City of Santa Fe ("City") must pay at least the adjusted Living Wage to employees for all hours worked within the Santa Fe city limits.

Who is Required to Pay the Living Wage?

- 🇺🇸 The City to all full-time permanent workers employed by the City;
- 🇺🇸 Contractors for the City, that have a contract requiring the performance of a service but excluding purchases of goods;
- 🇺🇸 Businesses receiving assistance relating to economic development in the form of grants, subsidies, loan guarantees or industrial revenue bonds in excess of twenty-five thousand dollars (\$25,000) for the duration of the City grant or subsidy;
- 🇺🇸 Businesses required to have a business license or registration from the City; and
- 🇺🇸 Nonprofit organizations, except for those whose primary source of funds is from Medicaid waivers.
- 🇺🇸 For workers who customarily receive more than one hundred dollars (\$100) per month in tips or commissions, any tips or commissions received and retained by a worker shall be counted as wages and credited towards satisfaction of the Living Wage provided that, for tipped workers, all tips received by such workers are retained by the workers, except that the pooling of tips among workers shall be permitted.

More Information, including the Living Wage Ordinance, is available at
<http://www.santafenm.gov>
(Click on Hot Topics/Living Wage)