

**SANTA FE COUNTY
PUBLIC WORKS DEPARTMENT**

REQUEST FOR PROPOSALS



**RFP 2020-0184-PW-KE
Engineering Services for Water
Distribution, Hyde Park Estates**

MAY 2020

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I. ADVERTISEMENT

**ENGINEERING DESIGN SERVICES FOR THE
WATER DISTRIBUTION SYSTEM UPGRADE
AT THE HYDE PARK ESTATES SUBDIVISION
RFP# 2020-0184-PW/KE
(NM State Commodity Code 92597)**

Santa Fe County (County) is soliciting proposals for professional engineering services to complete a system evaluation, identify deficiencies to the existing water system, recommend cost effective improvements to address **known** and identified **deficiencies**, estimate costs for improvements, and GIS files compatible with SFCU standards.

All proposals submitted shall be valid for ninety (90) days subject to action by the County. Santa Fe County reserves the right to reject any and all proposals in part or in whole. A completed proposal shall be submitted in a sealed container indicating the proposal title and number along with the Offeror's name and address clearly marked on the outside of the container. Santa Fe County has taken preventative measures to insure the safety of its staff and the public. In an effort to combat the spread of the recent COVID-19 Pandemic, the submission of Request for Proposals will also be accepted electronically utilizing a **Drop Box** as another option. Below, please use this link to upload your proposal submission. <https://www.dropbox.com/request/HLA28rlspoBQZuYTyKTP> to upload your proposal submission. **All proposals must be received by 2:00 PM (MDT) on June 25, 2020, at the Santa Fe County Purchasing Division, 142 W. Palace Avenue (Second Floor), Santa Fe, NM 87501.** By submitting a proposal for the requested services each Offeror is certifying that their proposal complies with regulations and requirements stated within the Request for Proposals.

A **Pre-Proposal Conference** will be held on **Wednesday, May 27, 2020 at 10:00 am.** Attendance at the pre-proposal conference is not mandatory but strongly recommended. **A toll-free teleconference line is available at 1-877-820-7831; the guest passcode is 445752.**

EQUAL OPPORTUNITY EMPLOYMENT: All Offerors will receive consideration of contract(s) without regard to race, color, religion, sex, national origin, ancestry, age, physical and mental handicap, serious mental condition, disability, spousal affiliation, sexual orientation or gender identity.

Request for proposals will be available by contacting Karen K. Emery, Procurement Specialist Senior, 142 W. Palace Avenue (Second Floor), Santa Fe, New Mexico 87501, by telephone at (505) 992-6759 or by email at kkemery@santafecountynm.gov or on our website at http://www.santafecountynm.gov/asd/current_bid_solicitations

PROPOSALS RECEIVED AFTER THE DATE AND TIME SPECIFIED ABOVE WILL NOT BE CONSIDERED AND WILL BE REJECTED BY SANTA FE COUNTY.

Santa Fe County
Purchasing Division
Publish: May 17 & 18, 2020

II. CONTRACT OBJECTIVES

A. PURPOSE OF THIS REQUEST FOR PROPOSALS

Santa Fe County Purchasing Division and the Public Works Utilities Department is requesting proposals from professional engineering firms to provide Engineering Services to evaluate, design, and oversee water distribution system upgrades at the Hyde Park Estates subdivision. The anticipated deliverables will include, but are not be limited to meetings, field trips, reports, drawings, specifications, schedules, cost estimates and engineering services during construction. All potential Offerors are to read, understand and accept the requirements of this Request for Proposal.

B. BACKGROUND

Hyde Park Estates (HPE) is a subdivision of 142.3 acres of land, located just to the east of NM-475/Hyde Park Road, approximately 3 miles from the intersection of Artist Road and Bishop Lodge Road near downtown Santa Fe, New Mexico. This public water system (#NM3544926) currently serves a population of 183 residents on 78 lots and is owned and operated by Santa Fe County.

HPE has 11 undeveloped lots that are currently not connected to the water system. The water system service area is characterized by steep mountainous terrain that ranges in approximate elevation from 7,840 feet to over 8,100 feet.

The source of water supply for HPE is the City of Santa Fe Water System. A small diameter waterline connects HPE to the City water main in Hyde Park Road, and that water is pumped from a booster pump to two 30,000-gallon storage tanks from where water is delivered to customers via gravity.

C. SCOPE OF WORK

The County is in need of professional engineering services to complete a system evaluation, identify deficiencies to the existing water system, recommend cost effective improvements to address **known** and identified **deficiencies**, estimate costs for improvements, and GIS files compatible with SFCU standards.

Known Deficiencies: storage tanks are not equipped to prevent icing, provide disinfection byproduct control, C1₂ residual control, automatic recovery, monitoring/control or alarm notification. The system does not supply adequate water flows or pressures to the homes on the upper portions of the system during any minor system leaks. The current meter assemblies do not meet Santa Fe County standards and require replacement. (In order to repair or replace a meter the entire top half of the meter can needs to be excavated and removed so repairs can be completed safely).

The evaluation should include at a minimum: the water supply (capacity, quality, and limitations), all system components including waterlines (sizing and material), water storage, pumping, disinfection, monitoring, controls and alarms, and customer meters.

Recommendations should consider City of Santa Fe design standards, system operations, and sanitary deficiencies. The consultant will conduct a site visit and system assessment, meet with operators, and produce an Evaluation Report with recommendations. After concurrence from County staff on recommendations contained in the Water System Evaluation Report, the Consultant shall prepare design documents for bidding of the project.

The Scope of Work Includes:

- a. Kickoff meeting with SFC Staff in Santa Fe.
- b. Site visit to evaluate water infrastructure
- c. Water system infrastructure evaluation identifying all deficiencies to include to waterline components: piping, storage, pumping, metering, monitoring and controls.
- d. Prepare and deliver Draft Water System Evaluation Report.
- e. Review meeting with Santa Fe County to discuss recommendations of Evaluation Report.
- f. Finalize Evaluation Report (this report will comprise the 30% design and should include conceptual drawings of the proposed recommended system).
- g. Prepare design drawings and specifications for the recommended improvements. Drafts representing 60% and 90% design will be submitted for review. Review comments will be incorporated into 100% documents that will be submitted to the County for final review prior to issuing signed and sealed Bid Documents.
- h. The Consultant will provide LIDAR topographic survey and aerial imagery which will be used for base mapping of the design drawings.
- i. Design submittals will include Engineer's Opinion of Probable Cost at 60%, 90%, and 100% completion.
- j. One full size and three half size sets of the 60% and 100% design drawings along with the project specifications, and PDF/Auto CAD electronic files will be provided.
- k. The Consultant will provide engineering support during construction to include submittal review, responding to Requests for Information, substantial completion project walkthrough and final inspection.
- l. The Consultant will prepare record drawings in AutoCAD based on Contractor redlines and provide them to the County as electronic pdf's and in hard copy (one full size and three half size sets).

D. QUALIFICATIONS

The Engineer must be a New Mexico licensed professional engineer and must maintain such licensure throughout the duration of the project.

Offerors must clearly demonstrate that its staff and consultants have all the necessary engineering expertise for Project Delivery. All work must be done by or under the direct supervision of engineers licensed to practice in New Mexico. Engineers must demonstrate knowledge of the County, State, and Federal requirements and the ability to work with the public throughout project development and completion. Engineers shall complete design requirements in accordance with all applicable municipal, state and federal codes, laws and standards.

E. INSURANCE REQUIREMENTS

The insurance required of the Offeror are:

- a. General Conditions. Contractor shall submit evidence of insurance as is required herein. Policies of insurance shall be written by companies authorized to write such insurance in New Mexico.
- b. General Liability Insurance, Including Automobile. Contractor shall procure and maintain during the life of this Agreement a comprehensive general liability and automobile insurance policy with liability limits in amounts not less than \$1,000,000 combined single limits of liability for bodily injury, including death, and property damage for any one occurrence. Said policies of insurance shall include coverage for all operations performed for County by Contractor; coverage for the use of all owned, non-owned, hired automobiles, vehicles and other equipment, both on and off work; and contractual liability coverage under which this Agreement is an insured contract. County of Santa Fe shall be a named additional insured on the policy.
- c. Workers' Compensation Insurance. Contractor shall comply with the provisions of the Workers' Compensation Act.
- d. Professional Liability Insurance. The Contractor shall procure and maintain during the life of this Agreement a Professional Liability Insurance.
- e. Malpractice/Errors and Omissions Insurance. Engineer shall procure and maintain during the life of this Agreement professional liability (errors and omissions) insurance with policy limits of not less than \$1,500,000.00 per occurrence, \$2,500,000.00 per aggregate.
- f. Increased Limits. If, during the life of this Agreement, the Legislature of the State of New Mexico increases the maximum limits of liability under the Tort Claims Act (NMSA 1978, Sections 41-4-1 through 41-4-29, as amended), Contractor shall increase the maximum limits of any insurance required herein.

F. PROCUREMENT MANAGER

The County has designated a Procurement Manager who is responsible for the conduct of this procurement whose name, address and telephone number is listed below. All deliveries via express carrier should be addressed as follows:

Karen K. Emery, Procurement Specialist, Senior
 Santa Fe County Purchasing Division
 142 W. Palace Avenue (Second Floor)
 Santa Fe, New Mexico 87501
 (505) 992-6759 (office)
 (505) 989-3243 (fax)
 kkemery@santafecountynm.gov

Any inquiries or requests regarding this procurement should be submitted to the Procurement Specialist in writing. Offerors may **ONLY** contact the Procurement Specialist regarding this procurement. Any communication regarding this procurement with any other persons or County employees could result in disqualification of the potential Respondent.

G. DEFINITION OF TERMINOLOGY

This section contains definitions and abbreviations that are used throughout this procurement document.

“BCC” means the Santa Fe County Board of County Commissioners

“Close of Business” means 5:00 PM Mountain Standard Time or Mountain Daylight Time, whichever is in effect on the date given.

“Contract” or “Agreement” means a written agreement for the procurement of items of tangible personal property or services.

“Contractor” means a successful Offeror who enters into a binding contract.

“County” means Santa Fe County.

“Determination” means the written documentation of a decision by the Procurement Manager including findings of fact supporting a decision. A determination becomes part of the procurement file.

“Desirable” The terms “may”, “can”, “should”, “preferably”, or “prefers” identify a desirable or discretionary item or factor (as opposed to “mandatory”).

“Evaluation Committee” means a body appointed by the County management to perform the evaluation of Offeror proposals.

“Finalist” is defined as 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.

“Mandatory” The terms “must”, “shall”, “will”, “is required”, or “are required”, identify a mandatory item or factor (as opposed to “desirable”). Failure to meet a mandatory item or factor will result in the rejection of the Offeror’s proposal.

“Offeror” is any person, corporation, or partnership who chooses to submit a proposal.

“Procurement Manager” means the person or designee authorized by the County to manage or administer a procurement requiring the evaluation of competitive sealed proposals.

“Purchasing Division” means the Santa Fe County Purchasing Division, Administrative

Services Department.

“Request for Proposals” or “RFP” means all documents, including those attached or incorporated by reference, used for soliciting proposals.

“Responsible Offeror” means an Offeror who submits a responsive proposal and who has furnished, when required, information and data to prove that its 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 RFP.

“Responsive Offer” or “Responsive Proposal” means an offer or proposal 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.

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**III. CONDITIONS GOVERNING THE PROCUREMENT
ENGINEERING SERVICES FOR DESIGN OF
WATER DISTRIBUTION SYSTEM UPGRADES AT
HYDE PARK SUBDIVISION**

This section of the RFP contains the schedule for the procurement, describes the major procurement events and the conditions governing the procurement.

A. SEQUENCE OF EVENTS

The Procurement Manager will make every effort to adhere the following schedule:

| | <u>Action</u> | <u>Responsibility</u> | <u>Date</u> |
|------------|---|-----------------------------------|---------------------------------|
| <u>1.</u> | Issue of RFP – Advertising | Purchasing Division | May 17 & 18, 2020 |
| <u>2.</u> | Acknowledgement of Receipt Form | Offerors | May 26, 2020 |
| <u>3.</u> | Pre-Proposal Conference (10:00am) Conference Call Only | Purchasing, Dept. and Offerors | May 27, 2020 |
| <u>4.</u> | Deadline to Submit Additional Questions | Offerors | June 2, 2020 |
| <u>5.</u> | Response to Written Questions | Purchasing Division | June 8, 2020 |
| <u>6.</u> | Submission of Proposals 2:00 pm Drop Box submittal | Offerors | June 25, 2020 |
| <u>7.</u> | Proposal Evaluation | Committee Evaluation | June 26, 2020 – July 3, 2020 |
| <u>8.</u> | Selection of Finalists (If Applicable) | Committee Evaluation | July - 2020 |
| <u>9.</u> | Best and Final Offers from Finalists (If Applicable) | Offeror | July - 2020 |
| <u>10.</u> | Oral Presentation by Finalists (If Applicable) | Offeror | July - 2020 |
| <u>11.</u> | Finalize Contract | County/Offeror | July - 2020 |
| <u>12.</u> | Contract Award | Purchasing Division | July - 2020 |

B. EXPLANATION OF EVENTS

The following paragraphs describe the activities listed in the sequence of events shown in Section III, Paragraph A.

1. Issuance of RFP

This RFP is being issued by the Santa Fe County Public Works Department and Purchasing Division.

2. Pre-Proposal Conference

A Pre-Proposal Conference is scheduled to occur on the date indicated in the Sequence of Events at Section III.A. The Pre-Proposal meeting will be held at 10:00am on May 27, 2020, by conference call only; **a toll-free teleconference line is available at 1-877-820-7831; the guest passcode is 445752.**

Questions should be submitted beforehand to kkemery@santafecountynm.gov, at the Pre-Proposal Conference and until the date indicated in the Sequence of Events at Section III.A. All questions must be presented in writing. A public log will be kept of the names of potential Offerors that attended the pre-proposal conference. ***Attendance by conference call at the Pre-Proposal conference is NOT MANDATORY, however attendance is strongly advised.***

3. Acknowledgement of Receipt Form Due

Potential Offerors should hand-deliver, return by facsimile or e-mail the "Acknowledgement of Receipt Form" provided as Appendix B to have its name and firm placed on the procurement distribution list. The form should be signed by an authorized representative of the organization, dated and returned by close of business on **May 26, 2020**

The procurement distribution list will be used for the distribution of written responses to questions and any RFP addenda.

4. Deadline to Submit Written Questions

Potential Offerors may submit written questions regarding this RFP until the close of business on the date indicated in the Sequence of Events at Section III.A. All written questions must be addressed to the Procurement Specialist, listed in Section II, Paragraph G and sent via facsimile or e-mail. ***Any contact with any other County staff member other than the Procurement Manager named in this solicitation may be grounds for rejection of a proposal.***

5. Response to Written Questions

Written responses to written questions and any RFP addenda will be distributed on the date indicated in the Sequence of Events at Section III.A, to all potential

Offerors whose names appear on the procurement distribution list.

Additional written requests for clarification of distributed answers and/or addendums must be received by the Procurement Manager no later than one (1) day after the answers and/or addenda were issued.

6. Submission of Proposal

ALL OFFEROR PROPOSALS MUST BE RECEIVED FOR REVIEW AND EVALUATION BY THE PROCUREMENT SPECIALIST OR DESIGNEE NO LATER THAN 2:00 PM (MOUNTAIN DAYLIGHT TIME) ON June 25, 2020. Proposals received after this deadline will not be accepted. The date and time of receipt will be recorded on each proposal. **Santa Fe County has taken preventative measures to insure the safety of its staff and the public. In an effort to combat the spread of the recent COVID-19 Pandemic, the submission of Request for Proposals will also be accepted electronically utilizing a Drop Box as another option. Below, please use this link to upload your proposal submission. <https://www.dropbox.com/request/HLA28rlspoBQZuYTyKTP> to upload your proposal submission. This is the preferred way to receive proposals.**

Proposals submitted by mail: Karen Emery, Procurement Specialist, Senior Santa Fe County Purchasing Division, 142 W. Palace Avenue (Second Floor) Santa Fe, New Mexico 87501.

A public log will be kept of the names of all Offeror's who submitted proposals. Pursuant to NMSA 1978, Section 13-1-116, the contents of any proposal shall not be disclosed so as to be available to competing Offerors during the negotiation

7. Proposal Evaluation

The evaluation of proposals will be performed by an Evaluation Committee appointed by the Procurement Manager. This process will take place during the timeframe indicated in the Sequence of Events at III.A. During this time, the Procurement Manager may initiate discussions with Offerors who submit responsive or potentially responsive proposals for the purpose of clarifying aspects of the proposals, but proposals may be accepted and evaluated without such discussion. Discussions SHALL NOT be initiated by the Offerors.

8. Selection of Finalists (If applicable)

Finalist Offerors may be asked to submit revisions to their proposals for the purpose of obtaining best and final offers by the date indicated in the Sequence of Events at Section III.A.

9. Best and Final Offers From Finalists (If applicable)

Finalist Offerors may be asked to submit revisions to their proposals for the purpose of obtaining best and final offers by the date indicated in the Sequence of Events at Section III.A.

10. Oral Presentation by Finalists (If applicable)

Finalist Offerors may be required to present their proposals to the Evaluation Committee. The Procurement Specialist will schedule the time for each Offeror presentation.

11. Contract Negotiations

The contract will be finalized with the most advantageous Offeror during the timeframe indicated in the Sequence of Events at Section III.A. In the event that mutually agreeable terms cannot be reached within the time specified, the County reserves the right to finalize a contract with the next most advantageous Offeror without undertaking a new procurement process.

12. Contract Award

The County anticipates awarding the contract on the date in the Sequence of Events at Section III.A. These dates are subject to change at the discretion of the Santa Fe County Purchasing Manager.

The contract shall be awarded to the Offeror or Offerors whose proposal is most advantageous to the County, taking into consideration the evaluation factors set forth in the RFP. The most advantageous proposal may or may not have received the most points.

13. Right to Protest

Any protest by an Offeror must be timely and in conformance with NMSA 1978, Section 13-1-172 and applicable procurement regulations. Protests must be written and must include the name and address of the protestor and the request for proposals number. It must also contain a statement of grounds for protest including appropriate supporting exhibits. The protests must be delivered to the Santa Fe County Purchasing Division:

Santa Fe County
Attn: Procurement Office
142 W. Palace Avenue (Second Floor)
Santa Fe, New Mexico 87501

Protests will not be accepted by facsimile or other electronic means. Protests received after the deadline will not be accepted.

C. GENERAL REQUIREMENTS

This procurement will be conducted in accordance with Chapter 13, NMSA 1978, NMAC 1.4.1 and the Santa Fe County Procurement Regulations.

1. Acceptance of Conditions Governing the Procurement

Offerors must indicate their acceptance of the Conditions Governing the Procurement section in the letter of transmittal. Submission of a proposal constitutes acceptance of the terms and conditions of the contract template attached hereto as Appendix E.

2. Incurring Cost

Any cost incurred by the Offeror in preparation, transmittal, presentation of any proposal or material submitted in response to this RFP shall be borne solely by the Offeror.

3. Prime Contractor Responsibility

Any contract that may result from this RFP shall specify that the prime contractor is solely responsible for fulfillment of the contract with the County. The County will make contract payments to only the prime contractor.

4. Subcontractors

Use of subcontractors must be clearly explained in the proposal, and major subcontractors must be identified by name. The prime contractor shall be wholly responsible for the performance of the contract with the County whether or not subcontractors are used.

5. Amended Proposals

An Offeror may submit an amended proposal before the deadline for receipt of proposals. Such amended proposal must be a complete replacement of the previously submitted proposal and must be clearly identified as such in the transmittal letter. County 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 signed by the Offeror's duly authorized representative addressed to the Procurement Manager. 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 Firm Offer

Responses to this RFP, including proposal prices, will be considered firm for ninety

(90) days after the due date for receipt of proposals or ninety (90) days after receipt of a best and final offer if one is submitted.

8. Disclosure of Proposal Contents

Proposals shall not be opened publicly and shall not be open to public inspection until after an Offeror has been selected for award of a contract.

An Offeror may request in writing non-disclosure of confidential data. Proprietary or confidential data shall be readily separable from the proposal in order to facilitate eventual public inspection of the non-confidential portion of the proposal. Confidential data is normally restricted to confidential financial information concerning the Offeror's organization and data that qualifies as a trade secret in accordance with the Uniform Trade Secrets Act, 57-3A-1 to 57-3A-7, NMSA 1978. 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 data for which an Offeror has made a written request for confidentiality, the Santa Fe County Procurement Manager shall examine the Offeror's 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 confidential data.

9. No Obligation

This procurement in no manner obligates Santa Fe County or any of its departments to the use of any proposed professional services until a valid written contract is awarded and approved by the 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 County determines such action to be in the best interest of the County.

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 termination will be effected by sending written notice to the contractor. The County's decision as to whether sufficient appropriations and authorizations are available will be accepted by the contractor as final.

12. Legal Review

The County requires that all Offerors agree to be bound by the General Requirements

contained in this RFP. Any Offeror concerns must be promptly brought to the attention of the Procurement Manager.

13. Governing Law

This procurement and any agreement with Offerors that may result shall be governed by the laws of the State of New Mexico.

14. Basis for Proposal

Only information supplied by the County in writing through the Procurement Manager or in this RFP should be used as the basis for the preparation of Offeror proposals.

15. Contract Terms and Conditions

The contract between the County and the Contractor will follow the format specified by the County and contain the terms and conditions set forth in Appendix E.

16. Contract Deviations

Any additional terms and conditions, which may be the subject of negotiation, will be discussed only between the County and the selected Offeror and shall not be deemed an opportunity to amend the proposal.

17. Offeror Qualifications

The Evaluation Committee may make such investigations as necessary to determine the ability of the Offeror to adhere to the requirements specified within this RFP. The Evaluation Committee will reject the proposal of any Offeror who is not a responsible Offeror or fails to submit a responsive offer as defined in Sections 13-1-83 and 13-1-85 NMSA, 1978, subject to Procurement Manager approval.

18. Right to Waive Minor Irregularities

The Evaluation Committee reserves the right to waive minor technical irregularities. This right is at the sole discretion of the Evaluation Committee subject to the Procurement Manager approval.

19. Change in Contractor Representatives

The County reserves the right to require a change in contractor representatives if the assigned representatives are not, in the opinion of the County, meeting the County's needs adequately. Any change in contractor representative must receive prior County approval.

20. Notice

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

21. County Rights

The County reserves the right to accept all or a portion of an Offeror's proposal.

22. Right to Publish

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

23. Ownership of Proposals

All documents submitted in response to this Request for Proposals shall become the property of the County. However, any technical or user documentation submitted with the proposals of non-selected Offerors shall be returned after the expiration of the protest period.

24. Electronic Mail Address Required

A large part of the communication regarding this procurement will be conducted by electronic mail (e-mail). It is recommended that the Offeror should have a valid e-mail address to receive e-mail correspondence.

25. Preferences in Procurement by Santa Fe CountyA. *New Mexico In-state Preference.*

New Mexico law, Section 13-1-22 NMSA 1978, provides a preference in the award of a public works contract for an “**in-state resident business**”. Application of a resident business preference for any Offeror requires the Offeror to provide a copy of a valid and current certificate as a resident business. Certificates are issued by the state taxation and revenue department.

If an Offeror submits with its proposal a copy of a valid and current in-state resident business certificate, 5% of the total weight of all evaluation factors used in the evaluation of proposals may be awarded or added to the Offerors score.

Certification by the department of taxation and revenue for the resident business takes into consideration such activities as the business' payment of property taxes or rent in the state and payment of unemployment insurance on employees who are residents of the state.

OR

B. *New Mexico Resident Veteran Preference.*

New Mexico law, Section 13-1-22 NMSA 1978, provides a preference in the award of a public works contract for a "**resident veteran business**". Certification by the department of taxation and revenue for the resident veteran business requires the Offeror to provide evidence of annual revenue and other evidence of veteran status.

An Offeror who wants the veteran business preference to be applied to its proposal is required to submit with its proposal the certification from the department of taxation and revenue and the sworn affidavit attached hereto as Appendix D.

If an Offeror submits with its proposal a copy of a valid and current veteran resident business certificate, 10% of the total weight of all the evaluation factors used in the evaluation of proposals may be awarded or added to the Offeror's score.

The resident business preference is not cumulative with the resident veteran business preference.

AND

C. *Santa Fe County Preference*

Santa Fe County Ordinance 2012-4 provides for a **County preference** for a "Santa Fe County business." Application of the County preference in procurement requires an Offeror to obtain and provide a Santa Fe County Business Certificate issued by the Santa Fe County Procurement Manager. Certification by the Procurement Manager takes into consideration the business' corporate standing in the state, business licensure or registration, the duration of the business' primary office location and the payment of taxes.

If an Offeror submits with its proposal a copy of its Santa Fe County Business Certificate issued by the Purchasing Manager, 5% of the total weight of all the evaluation factors used in the evaluation of proposals may be awarded to the Offerors score.

The in-state, veteran or County preferences do not apply to procurement of services or goods involving federal funds or federal grant funds.

Additional information about obtaining the certificate as a resident contractor and resident veteran contractor may be found at: <http://www.tax.newmexico.gov/Businesses/Pages/In-StatePreferenceCertification.aspx> and information about the Santa Fe County Business Certificate at www.santafecounty.org (Quick-link Ordinances and Resolutions).

26. Double-Side Documents

All submitted bid/proposal documents shall be double-sided, pursuant to Santa Fe County Resolution 2013-7, Adopting Sustainable Resource Management Principles, Section 2.a Waste Reduction and Reuse...”all documents are to be double-sided, including those that are generated by outside entities using County funds and by consultants and contractors doing business with the County”.

27. Living Wage

Contractor shall comply with the requirements of Santa Fe County Ordinance 2014-1 (Establishing a Living Wage).

THIS SECTION INTENTIONALLY LEFT BLANK

IV. RESPONSE FORMAT AND ORGANIZATION

A. NUMBER OF RESPONSES

An Offeror shall submit one proposal in response to this RFP.

B. NUMBER OF COPIES

Offerors should deliver one original electronically to the Drop Box address provided. However, if you would prefer to mail your proposal you must submit one (1) original and four (4) identical copies of their proposal in a marked and sealed container to the location specified in Section III, Paragraph B, Number 6, on or before the closing date and time for receipt of proposals.

C. PROPOSAL FORMAT

The proposals shall be limited in format and length. Format will be 8-1/2" x 11" with foldout sheets allowed up to 11" x 17" in size. All foldout sheets, up to a maximum of 11"x 17" sheets will be counted as two pages and shall be labeled as such. Length of the proposal shall be limited to a maximum of twenty-five (25) numbered pages (printed sheet faces) of text no smaller than 12 point, and/or graphics. If there is any question as to the format requirements contact the Purchasing Manager for clarification prior to submittal of the proposal.

1. Proposal Organization

The proposal must be organized and indexed in the following format and must contain, as a minimum, all listed items in the sequence indicated.

- a) Letter of Transmittal
- b) Table of Contents
- c) Proposal Summary (optional)
- d) Response to Specifications – Evaluation Factors
- e) Campaign Contribution Disclosure Statement

Within each section of their proposal, Offerors should address the items in the order in which they appear in this RFP under Section V., Paragraph B. "EVALUATION FACTORS". All forms provided in the RFP must be thoroughly completed and included in the appropriate section of the proposal.

Any proposal that does not adhere to these requirements may be deemed non-responsive and rejected on that basis.

The proposal summary may be included by Offerors to provide the Evaluation Committee with an overview of the technical and business features 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.

Offerors may attach other materials that they feel may improve the quality of their responses. However, these materials should be included as items in a separate appendix.

2. Letter of Transmittal

Each proposal must be accompanied by a letter of transmittal. The letter of transmittal MUST:

- a) Identify the submitting organization;
- b) Identify the name and title of the person authorized by the organization to contractually obligate the organization;
- c) Identify the name, title and telephone number and e-mail of the person authorized to negotiate the contract on behalf of the organization;
- d) Identify the names, titles and telephone numbers and e-mail of persons to be contacted for clarification;
- e) Explicitly indicate acceptance of the Conditions Governing the Procurement stated in Section III, Paragraph C.1;
- f) Be signed by the person authorized to contractually obligate the organization;
- g) Acknowledge receipt of any and all addendums or amendments to this RFP.
- h) Acknowledge and acceptance of the terms and conditions of the Agreement attached as Appendix E.

V. SPECIFICATIONS

Offerors should respond in the form of a thorough narrative to each evaluation factor below. The narratives along with required supporting materials will be evaluated and awarded points accordingly.

A. INFORMATION

Time Frame

The contract is scheduled to begin in or around July 2020. Santa Fe County intends on awarding contracts with a term up to four (4) years, for professional services.

B. EVALUATION FACTORS

A brief explanation of each mandatory specification is listed below. Offerors are encouraged to fully address each category completely, as points are assigned for responses to each.

1. Specialized Technical Competence:

- Vision/mission and business philosophy
- Brief history of the firm in New Mexico
- Specific examples of best practices utilized by your firm
- List all design consultants and how they provide value to this project.
- Examples of highly successful aspects of projects similar to this project completed by the office submitting the proposal.
- Describe firm's specialized problem solving techniques or approaches, innovative practices/ideas, and advantages your team brings or offers to the project.

2. Capacity and Capability

- Information regarding project team's past capability to meet schedules, meet budgets and meet project administration requirements.
- Indicate relationship of the firm's/project team's current work load to the projected workload of this project and personnel in the New Mexico office.
- Indicate key personnel to be assigned to this project, their specific roles, experience and background.
- Provide brief resumes for the lead engineer and key project team members.

3. Past Record of Performance

- Information regarding project team's past capability to meet schedules, meet budgets and meet project administration requirements.
- Demonstrate through contracts and other agreements with government agencies or private industry with respect to such factors as control of costs, quality of work and ability to meet schedules.
- Describe any particular difficulties confronted in past projects and how the Offeror addressed and resolved the issues.

- Provide a minimum of three (3) design related projects completed within the last three (3) years where the Offeror provided similar services with name of client(s) point-of-contact and telephone number and/or Email.

4. Evidence of Understanding the Scope of Work

- Demonstrate a clear understanding of key project elements/goals.
- Explain any challenges that might be expected based on type of project, including continuing agency operations and functionality; project MACC, locations, site or other factors.
[Please note: The County is not requesting a design solution from the Offeror. The intent of this section is to give the Offeror an opportunity to express professional observations based on the scope of work, site visits and interviews conducted during the preparation of the proposal.]

5. Proximity to and Familiarity with Santa Fe County

- Provide information relative to the project’s location and how members of the project team can respond to issues at the site.
- Demonstrate your team’s knowledge and familiarity with the project site.

6. New Mexico Produced Work

- It is Santa Fe County’s goal to support New Mexico owned businesses. Indicate the volume of work by percentage to be produced by New Mexico firm(s), using New Mexico based employees.

7. Volume of Work Previously Done - Information on the status of past project awards shall be included in the "Project Listing Form" as a requirement of this RFP provided in Appendix E. The following formula on fees for projects awarded that are less than 75% complete shall be utilized in assessing scores:

| | | | |
|-----------|----------------|-----------------|--------------------|
| \$ 25,000 | to | \$ 35,000 | 10 points deducted |
| \$ 35,001 | to | \$ 50,000 | 20 points deducted |
| \$ 50,001 | to | \$100,000 | 30 points deducted |
| \$100,001 | to | \$150,000 | 40 points deducted |
| \$150,001 | and over | | 50 points deducted |

8. Offeror’s proposal contains a valid NM State Resident Business Certificate, the preference in accordance with §13-4-2 NMSA 1978, will be applied.
9. Offeror’s proposal contains a valid NM State Resident Veteran Business Certificate, the preference in accordance with §13-4-2 and §13-1-22 NMSA 1978, will be applied.
10. Offeror’s proposal contains a valid Santa Fe County Preference Certificate, the preference in accordance with Santa Fe County Ordinance #2012-4, will be applied.

VI. EVALUATION OF PROPOSALS

A. EVALUATION SCORING

The County will evaluate the content and substance of the Offeror’s response to each evaluation factor and assign a numerical score not to exceed the maximum allowed score for that factor. The amount of discussion for each factor is an individual choice of the Offeror; however, discussion should be detailed enough to inform and educate the Evaluation Committee.

Proposals will be scored based upon the Evaluation Committee’s review and consideration of the Offeror’s response to each Evaluation Factor.

- 1. Specialized Technical Competence..... **200 points**
- 2. Capability and Capacity **200 points**
- 3. Past Record of Performance **150 points**
- 4. Evidence of Understanding the Scope of work **300 points**
- 5. Proximity to or Familiarity with Santa Fe County..... **50 points**
- 6. New Mexico Produced Work..... **50 points**
- 7. Volume of Work Previously Done..... **50 points**

Based on the information in the Project Listing form, Offerors who do not list any previous or current projects/contracts for the County, or who indicate that all projects/contracts for the County are 75% or more complete will be given 50 points for this evaluation factor.

The following point deduction formula will be applied for projects/contracts that are less than 75% complete:

| <u>Value of contract/ project</u> | <u>Deductions</u> |
|-----------------------------------|-------------------|
| Less than \$25,000 | 0 points |
| \$ 25,000 to \$ 35,000 | 10 points |
| \$ 35,001 to \$ 50,000 | 20 points |
| \$ 50,001 to \$100,000 | 30 points |
| \$100,001 to \$150,000 | 40 points |
| Greater than \$150,001 | 50 points |

TOTAL: 1000 POINTS

PREFERENCES

If an Offeror’s proposal contains a valid NM State Resident Business Certificate or a NM Resident Veteran Business Certificate and/or a Santa Fe County Preference Certificate, the following points will be applied to an Offeror’s total points:

8. NM State Resident Business Certificate **50 points**

Or

9. Resident Veteran Business Certificate.....**100 points**

And

10. Santa Fe County Preference Certificate **50 points**

B. EVALUATION PROCESS

The evaluation process will follow the steps listed below:

1. All proposals will be reviewed for compliance with the mandatory specifications stated within the RFP. Proposals deemed non-responsive will be eliminated from further consideration.
2. The Procurement Manager may contact the Offeror for clarification of the response as specified in Section III, Paragraph B.7.
3. The Evaluation Committee may use other sources of information to perform the evaluation as specified in Section III, Paragraph C.18.
4. Responsive proposals will be evaluated using the factors in Section V. The responsible Offerors with the highest scores will be selected as finalist Offerors based upon the proposals submitted. Finalist Offerors who are asked or choose to submit revised proposals for the purpose of obtaining best and final offers will have their points recalculated accordingly. The responsible Offeror whose proposal is most advantageous to the County, taking into consideration the evaluation factors in Section VI, will be recommended for contract award as specified in Section III, Paragraph 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

**RFP #2020-0184-PW/KE
ENGINEERING SERVICES FOR
WATER DISTRIBUTION AT HYDE PARK ESTATES**

In acknowledgement of receipt of this Request for Proposal the undersigned agrees that he/she has received a complete copy, beginning with the title page and table of contents, and ending with Appendix F.

The acknowledgement of receipt should be signed and returned to the Procurement Manager no later than close of business on **May 26, 2020**. Only potential Offerors who elect to return this form completed with the indicated intention of submitting a proposal will receive copies of all Offeror written questions and the County's written responses to those questions as well as RFP amendments, if any are issued.

FIRM: _____

REPRESENTED BY: _____

TITLE: _____ PHONE NO.: _____

E-MAIL: _____ FAX NO.: _____

ADDRESS: _____

CITY: _____ STATE: _____ ZIP CODE: _____

SIGNATURE: _____ DATE: _____

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

Firm does/does not (**circle one**) intend to respond to this Request for Proposals.

Karen K. Emery, Procurement Specialist, Senior
Santa Fe County Purchasing Division
142 W. Palace Avenue (Second Floor)
Santa Fe, New Mexico 87501
(505) 992-6759
(505) 989-3243
kkemery@santafecountynm.gov

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

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

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 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 or is not required to submit a competitive sealed proposal because that person or business qualifies for a sole source or a small purchase contract.

“**Representative of a prospective contractor**” means an officer or director of a corporation, a member or manager of a limited liability corporation, a partner of a partnership or a trustee of a trust of the prospective contractor.

Name(s) of Applicable Public Official(s) if any: _____
(Completed by State Agency or Local Public Body)

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

Resident Veterans Preference Certification

_____ (NAME OF CONTRACTOR) hereby certifies the following in regard to application of the resident veterans’ preference to this procurement.

Please check the box only:

I declare under penalty of perjury that my business prior year revenue starting January 1 ending December 31 allows me the 10% preference discount on this solicitation. I understand that knowingly giving false or misleading information about this fact constitutes a crime.

“I agree to submit a report or reports to the State Purchasing Division of the General Services Department declaring under penalty of perjury that during the last calendar year starting January 1 and ending on December 31, the following to be true and accurate:

“In conjunction with this procurement and the requirements of this business application for a Resident Veteran Business Preference/Resident Veteran Contractor Preference under Sections 13-1-21 or 13-1-22 NMSA 1978, which awarded a contract which was on the basis of having such veterans preference, I agree to report to the State Purchasing Division of the General Services Department the awarded amount involved. I will indicate in the report the award amount as a purchase from a public body or as a public works contract from a public body as the case may be.”

“I understand that knowingly giving false or misleading information on this report constitutes a crime”.

I declare under penalty of perjury that this statement is true to the best of my knowledge. I understand that giving false or misleading statements about material fact regarding this matter constitutes a crime.

(Signature of Business Representative)*

(Date)

*Must be an authorized signatory of the Business.

The representations made in checking the box constitutes a material representation by the business that is subject to protest and may result in denial of an award or un-award of the procurement involved if the statements are proven to be incorrect.

SIGNED AND SEALED THIS _____ DAY OF _____, 2020.

NOTARY PUBLIC

My Commission Expires:

APPENDIX D

**VOLUME OF WORK
PREVIOUSLY DONE FOR SANTA FE COUNTY
PROJECT LISTING FORM**

**(Complete for Offeror and each Engineer)
(Use separate sheet for each Firm or Project Team)**

FIRM: _____ **DATE:** _____

| PROJECT DIRECTLY AWARDED TO FIRM | AWARD DATE | CONTRACT DATE | AMOUNT | % COMPLETE |
|---|-----------------------|--------------------------|---------------|-----------------------|
| 1. | | | | |
| 2. | | | | |
| 3. | | | | |
| 4. | | | | |
| 5. | | | | |

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APPENDIX E

SAMPLE ENGINEERING AGREEMENT

**AGREEMENT BETWEEN SANTA FE COUNTY AND
ENGINEER
FOR PROFESSIONAL ENGINEERING SERVICES**

**PROJECT: Engineering Design Services for the Water Distribution System Upgrade
at Hyde Park Estates Subdivision**

CONTRACT NO.: 2020-0184-PW/KE

PROJECT LOCATION: Hyde Park Estates (HPE) is a subdivision of 142.3 acres of land, located just to the east of NM-475/Hyde Park Road, approximately 3 miles from the intersection of Artist Road and Bishop Lodge Road near downtown Santa Fe, New Mexico.



**SANTA FE COUNTY
ADMINISTRATIVE SERVICES DEPARTMENT
PURCHASING DIVISION**

2013 EDITION, Part A of Two Parts

Changes, additions, deletions and/or any modifications other than those agreed upon execution of this contract without the written consent of Santa Fe County shall render this document null and void.

THIS AGREEMENT is made and entered into on this _____ day of _____, 2020, by and between SANTA FE COUNTY (hereinafter referred to as the “County”, a New Mexico political subdivision, and the Engineer, licensed to do business in the State of New Mexico), hereinafter referred to as the “Engineer”.

Hereinafter “County”:

Hereinafter “Engineer”:

Katherine Miller, County Manager
Santa Fe County
PO Box 276
Santa Fe, New Mexico 87504-0276
TELEPHONE: 505-986-6200
FAX: 505-985-2740

Name
Company Name
Street Address
City, State and Zip Code
TELEPHONE:
E-Mail:

RECITALS

WHEREAS, the County needs the services of a professional licensed engineer for professional engineering services to complete a system evaluation; and

WHEREAS, in accordance with Section 13-1-112, NMSA 1978, of the Procurement Code, and the Santa Fe County Purchasing Regulations and Policy Manual, the County issued Request for Proposal (RFP) No. 2020-0184-PW/KE; and

WHEREAS, the County requires the services of the Engineer, and the Engineer is willing to provide these services and both parties wish to enter into this Agreement.

NOW THEREFORE, in consideration of the premises and mutual obligations herein in Parts A and Part B of this Agreement, the parties hereto do mutually agree as follows:

1. PROJECT DESCRIPTION

The County is in need of professional engineering services to complete a system evaluation, identify deficiencies to the existing water system, recommend cost effective improvements to address **known** and identified **deficiencies**, estimate costs for improvements, and GIS files compatible with SFCU standards.

2. SCOPE OF WORK

3. COMPENSATION, INVOICING, AND SET-OFF

- A. In consideration of its obligations under this Agreement the Engineer shall be compensated as follows:

- B. The Engineer shall submit a written request for payment, on the form attached hereto as Exhibit B (Pay Request Form), when payment is due under this Agreement. Upon the County's receipt of the written request, the County shall issue a written certification of complete or partial acceptance or rejection of the contractual items or services for which payment is sought. The Engineer acknowledges and agrees that the County may not make any payment hereunder unless and until the County has issued a written certification accepting the contractual items or services. Within 30 days of the issuance of a written certification accepting the contractual items or services, the County shall tender payment for the accepted items or services. In the event the County fails to tender payment within 30 days of the written certification accepting the items or services, the County shall pay late payment charges of one and one-half percent (1.5%) per month, until the amount due is paid in full.

- C. In the event the Engineer breaches this Agreement, the County may, without penalty, withhold any payments due the Engineer for the purpose of set-off until

such time as the County determines the exact amount of damages it suffered as a result of the breach.

- D. Payment under the Agreement shall not foreclose the right of the County to recover excessive or illegal payment.
- E. The County will provide or make available to Contractor, at no cost to Contractor, such GIS data or digital files as are necessary for Contractor to complete the Scope of Work under this Agreement. Such GIS data files (e.g. shapefile, mosaic, images), if available for the project, will include without limitation GIS data files pertaining to areas within half of a mile on either side of the project reach corridor and any other GIS data or records that the Contractor deems necessary for the Contractor to satisfactorily complete the Scope of Work under this Agreement. Contractor agrees to use the GIS data or digital files solely for purposes of completion of the Scope of Work under this Agreement. Contractor agrees to provide the County with, or share, at no cost to the County electronic copies of any digital mapping files (aka GIS data) produced by the Contractor under this Agreement. GIS data, if generated for the project, shall be provided by the Contractor in ESRI feature classes file geodatabase or shapefile formats compatible with ArcGIS 10.3.1. All GIS datasets will reference the New Mexico State Plane Coordinate System, Central Zone, NAD1983_HARN in units of U.S. Survey Feet (NAD_1983_HARN_StatePlane_New_Mexico_FIPS_3002_Feet).

Contractor understands and acknowledges that the County assumes no liability for the accuracy of the GIS data or digital files, or errors associated with the GIS data or digital files, or the use of GIS data or digital files provided by the County. Contractor is solely responsible for confirming the accuracy of GIS data or digital files obtained from the County under this Agreement.

4. ENGINEER'S BASIC SERVICES

The Engineer shall provide the following Basic Services:

- A. Study and Report Phase.
- 1) The Engineer shall consult with the County to define and clarify the requirements for the Project.
 - 2) Advise the County of any need for the County to provide additional data or services which are not a part of the Engineer's Basic Services.
 - 3) Identify and analyze requirements of governmental agencies having jurisdiction to approve the portions of the Project designed or specified by the Engineer.
 - 4) Prepare draft Study and Report and brief and obtain the written approval of the County for the draft Study and Report, before commencing work on the Preliminary Design, Study and Report Phase.

B. Preliminary Design, Study and Report Phase

- 1) Convene a meeting with the County and other interested parties to review the Project site. Advise County if additional data, reports, or services are necessary and assist County in obtaining such data, reports, or services.
- 2) Develop and complete a Development Plan for the area in schematic form for review with County. The plans shall allow for phased construction if necessary.
- 3) Upon approval of the schematic Development Plan documents by the County, the Engineer will develop and complete preliminary Design Plans and a construction cost estimate within 30 days of authorization to proceed and review with the County. If necessary, revise Preliminary Design Phase documents in response to the County's comments.
- 4) From the approved Scope of Work the Engineer as applicable shall produce a study consisting of drawings and other documents necessary to illustrate the general planning concepts, probable Engineering system, types of materials needed and preliminary alternatives, a breakdown of the budget on current area, volume, or other unit costs, and the approximate dimensions of the project area. The Engineer shall brief and obtain the written approval of the County for the Preliminary Design, Study and Report Phase drawings and documents.
- 5) The Engineer shall obtain written approval from the County for the proposed Preliminary Design as modified by any comment during review before commencing work on the Final Design Phase.

C. Final Design Phase

Upon approval of Preliminary Design Phase documents by the County, the Engineer shall:

- 1) Prepare Final Design Plans, documents, project specifications, and develop a construction cost estimate.
- 2) Prepare a statement that identifies the need for additional data, surveys, or tests.
- 3) Submit to the County for review of written approval a statement of Probable Construction Cost at the completion of the Final Design Phase. Should the Engineer conclude at any time that the budget and Scope of Work to accomplished are incompatible; the County shall be notified immediately in writing with proposed recommendations to reconcile the incompatibility.
- 4) Convene a meeting with the County and other interested parties to review the Final Design Plans, Project Specifications and Cost Estimate. If necessary revise such final Design Phase documents, Project Specifications, and Cost Estimate.
- 5) Upon approval of final Design Phase documents by the County, prepare and deliver Design Phase document, Project Specifications and Cost Estimate.
- 6) Deliver signed/sealed construction drawings and bid documents for submittal for permits.

- 7) Assist the County at all regulatory review meetings, present design, respond to review questions, revise plans if necessary to obtain approvals.
- 8) Provide County with three full size and three half size sets of the 100% construction plan, electronic copy of the Project specifications and cost estimate. AutoCAD and PDF copies of the construction drawings shall be provided to the County upon request.

D. Bidding and Negotiating Phase

The Engineer shall:

- 1) If requested, assist the County in obtaining bids or proposals and awarding and preparing contracts for construction.
- 2) Attend pre-bid conference and assist in preparing addenda.
- 3) Assist the County to clarify and answer any questions about the bidding or proposal documents during the bidding or proposal process.
- 4) Identify any changes during the bidding or proposal process that may require addenda.
- 5) Submit all proposed addenda, including all revised drawings and sections, for approval by the County prior to distribution. The Engineer shall allow sufficient time for County review and acceptance of each addendum.
- 6) Assist the County to issue addenda as required to all bidders or Offerors.
- 7) Assist the County to identify the apparent successful bidder or proposal and provide written recommendation to accept or reject the bids and/or related proposals.

E. Construction Phase

The Engineer shall:

- 1) Participate in a pre-construction conference.
- 2) Provide a minimum of one weekly or one monthly on site observation(s) during the Construction Phase to protect the County against defects and deficiencies in construction, in addition to critical inspections, reviews and evaluations required by the Scope of Work. The results of all on site observations shall be documented in field reports submitted to the County within seven days of each site visit.
- 3) Determine, certify, and make recommendations to the County for payment of amounts owing to the construction contractor subject to the County's approval, based on observations at the site and on evaluations of the construction contractor's application for payment.
- 4) Assist the County in reviewing change orders.
- 5) Conduct final site visit with the County to determine if completed work is acceptable and issue a Notice of Substantial Completion.
- 6) Finalize "As-Built" plans to include construction contractor's mark-ups.

F. Project Closeout and 11 Month Warranty Inspection Phase

- 1) General. The Engineer shall submit to the County recommendations to regarding the completion of the construction. The Engineer shall obtain from the construction contractor as applicable all releases, waivers of lien, guarantees, warranties, maintenance data, bonds, and acknowledgement receipts of any contraction contractors record drawing. The Engineer shall obtain and deliver to the County a signed receipt for all materials turned over by the Contractor.
- 2) Eleven Month Inspection and Report. The Engineer shall 11 months after Substantial Completion of the project, schedule a meeting with the County to evaluate the construction site, inspect the Engineer's Design to identify any defects in material products and workmanship. The Engineer shall provide a written report of this activity to the County with in seven calendar days. The County through the Engineer shall notify the construction contractor of any corrective action noted in the report. The Engineer shall obtain and deliver to the County a signed receipt of all corrective action completed to the satisfaction of the Engineer and County.

G. Attached as Exhibit C and incorporated into this Agreement is the Amendment for Engineering Basic Services form.

5. REIMBURSABLES

- A. Reimbursable expenses are those beyond Basic Services compensation and are the actual expenditures made by the Engineer or its employees, in the interest of the Project. Reimbursable expenses are in accordance with the agreed upon compensation as identified in Exhibit A (Compensation and Schedule).
- B. Reimbursable expenses, if allowed by this Agreement, shall be compensated at direct cost not to exceed the reimbursable amounts as indicated in Exhibit A of this Agreement, unless otherwise modified by written amendment.

6. ADDITIONAL SERVICES

- A. Additional Services are services that are in addition to but not included as part of Basic Services, provided that the Engineer is not obligated to perform or furnish such services as part of the Engineer's Basic Services. These Additional Services shall be provided when authorized in advanced in writing by the County, and shall be paid for by the County as provided in paragraph 3 and Exhibit A. Attached as Exhibit D and incorporated into this Agreement is the Amendment for Engineering Additional Services form.
- B. Additional Services may include but are not limited to the following.
 - 1) Subservice geotechnical investigation with associated laboratory testing to include soil borings to determine subsurface profiles, relative strengths, compressibility and other characteristics of the surface layer(s).

- 2) Survey services for mapping, construction layout and/or to determine Project and surrounding area boundaries.
- 3) Traffic study that may include volume, movement counts, accident crash data, pedestrian traffic, and parking, sidewalk and walk/bike trail considerations.
- 4) Drainage Plan to determine the amount of runoff/drainage impacting the Project area and make recommendations accordingly.
- 5) Storm water management to provide viable flood control, runoff and drainage conveyance options and recommendations for surface treatment plan(s).
- 6) Environmental Review and as applicable Cultural Resource Study, to include preparation of documentation regarding the mandatory evaluation of physical, social, and economic impacts of the proposed Project area to ensure compliance with environmental laws and authorities and as required obtain environmental clearance(s) from governmental agencies.
- 7) Feasibility Study to evaluate and analyze the potential of the proposed Project to support recommendations for project implementation.
- 8) Market analysis to determine, develop and recommend conceptual options for future use of the Project site.

7. EXHIBITS LIST

| | |
|-----------|-----------------------------------|
| Exhibit A | Compensation and Schedule |
| Exhibit B | Engineer Pay Request |
| Exhibit C | Amendment for Basic Services |
| Exhibit D | Amendment for Additional Services |
| Exhibit E | Amendment for Consultant Services |
| Exhibit F | Consultant List |

IN WITNESS WHEREOF, the parties have duly executed this Agreement as of the date of last signature of the parties below.

SANTA FE COUNTY

 Katherine Miller
 Santa Fe County Manager

 Date

Approved as to form:

 Gregory S. Shaffer
 Santa Fe County Attorney

 Date

Finance Department:

Yvonne S. Herrera
Finance Director

Date

ENGINEER

Signature

Date

print name and title

**SANTA FE COUNTY
ADMINISTRATIVE SERVICES
DEPARTMENT**



PURCHASING DIVISION

**GENERAL TERMS AND CONDITIONS OF THE
AGREEMENT BETWEEN
SANTA FE COUNTY and ENGINEER
FOR PROFESSIONAL SERVICES**

2013 Edition, Version 1.0, Part B of the Agreement

Changes, additions, deletions and/or any modifications other than those agreed upon execution of this contract, without the written consent of Santa Fe County shall render this document null and void.

1. SCOPE OF WORK

Engineer shall provide the services set forth in Part A Section 2 (Scope of Work) of this Agreement and as provided in Exhibit A.

2. EFFECTIVE DATE AND TERM

The Agreement shall, upon due execution by all parties, become effective as of the date of last signature by the parties on Part A and shall terminate four years later, unless earlier terminated pursuant to Section 4 (Termination) or Section 5 (Appropriations and Authorizations) of these General Terms and Conditions.

3. ADDITIONAL SERVICES

- A. The parties agree that all tasks set forth in Section 1 (Scope of Work) above and Section 4 (Engineer's Basic Services) of Part A of the Agreement, shall be completed in full, to the satisfaction of the County, for the amount set forth in Section 3 (Compensation, Invoicing, and Set-Off) of Part A of this Agreement, and for no other cost, amount, fee, or expense.
- B. The County may from time-to-time request changes in the Scope of Work to be performed hereunder. Such changes, including any increase or decrease in the

amount of the Contractor's compensation, which are mutually agreed upon by and between the County and the Engineer, shall be incorporated in written amendments to this Agreement.

4. TERMINATION

- A. Termination of Agreement for Cause. Either party may terminate the Agreement based upon any material breach of this Agreement by the other party. The non-breaching party shall give the breaching party written notice of termination specifying the grounds for the termination. The termination shall be effective 30 days from the breaching party's receipt of the notice of termination, during which time the breaching party shall have the right to cure the breach. If, however, the breach cannot with due diligence be cured within 30 days, the breaching party shall have a reasonable time to cure the breach, provided that, within 30 days of its receipt of the written notice of termination, the breaching party began to cure the breach and advised then non-breaching party in writing that it intended to cure.
- B. Termination for Convenience of the County. The County may, in its discretion, terminate this Agreement at any time for any reason by giving the Engineer written notice of termination. The notice shall specify the effective date of termination, which shall not be less than 15 days from the Engineer's receipt of the notice. The County shall pay the Engineer for acceptable work, determined in accordance with the specifications and standards set forth in this Agreement, performed before the effective date of termination but shall not be liable for any work or service performed after the effective date of termination.

5. APPROPRIATIONS AND AUTHORIZATIONS

This Agreement is contingent upon sufficient appropriations and authorizations being made for performance of this Agreement by the Santa Fe Board of County Commissioners and/or, if state funds are involved, the Legislature of the State of New Mexico. If sufficient appropriations and authorizations are not made in this or future fiscal years, this Agreement shall terminate upon written notice by the County to the Engineer. Such termination shall be without penalty to the County, and the County shall have no duty to reimburse the Engineer for expenditures made in the performance of this Agreement. The County is expressly not committed to expenditure of any funds until such time as they are programmed, budgeted, encumbered, and approved for expenditure by the County. The County's decision as to whether sufficient appropriations and authorizations have been made for the fulfillment of this Agreement shall be final and not subject to challenge by the Engineer in any way or forum, including a lawsuit.

6. INDEPENDENT CONTRACTOR, SUBCONTRACTING AND PERSONNEL

- A. Independent Contractor. The Engineer and its agents and employees are independent contractors and are not employees or agents of the County. Accordingly, the Engineer and its agents and employees shall not accrue leave, participate in retirement plans, insurance plans, or liability bonding, use County

vehicles, or participate in any other benefits afforded to employees of the County. Except as may be expressly authorized elsewhere in this Agreement, the Engineer has no authority to bind, represent, or otherwise act on behalf of the County and agrees not to purport to do so.

B. Subcontracting. The Engineer shall not subcontract or delegate any portion of the services to be performed under this Agreement without the advance written approval of the County. Any attempted subcontracting or delegating without the County's advance written approval shall be null and void and without any legal effect.

C. Personnel.

- 1) All work performed under this Agreement shall be performed by the Engineer or under its supervision.
- 2) The Engineer represents that it has, or will secure at its own expense, all personnel required to discharge its obligations under this Agreement. Such personnel (i) shall not be employees of or have any contractual relationships with the County and (ii) shall be fully qualified and licensed or otherwise authorized or permitted under federal, state, and local law to perform such work.

7. ASSIGNMENT

The Engineer shall not assign or transfer any interest in this Agreement or assign any claims for money due or to become due under this Agreement without the advance written approval of the County. Any attempted assignment or transfer without County's advance written approval shall be null and void and without any legal effect.

8. RELEASE

Upon its receipt of all payments due under this Agreement, Engineer releases County, its Elected Officials, officers, agents and employees from all liabilities, claims, and obligations whatsoever arising from or under or relating to this Agreement.

9. CONFIDENTIALITY

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

10. PUBLICATION, REPRODUCTION, AND USE OF MATERIAL; COPYRIGHT

County has the unrestricted right to publish, disclose, distribute and otherwise use, in whole or in part, any reports, data, or other material prepared under or pursuant to this Agreement. To the extent any material is copyrightable, the County shall own such copy right.

11. CONFLICT OF INTEREST

Engineer represents that it has no and shall not require any interest, direct or indirect, that would conflict in any manner or degree with the performance of its obligations under the Agreement.

12. NO ORAL MODIFICATIONS; WRITTEN AMENDMENTS REQUIRED

The Agreement may not be modified, altered, changed, or amended orally but, rather, only by an instrument in writing executed by the parties hereto. Engineer specifically acknowledges and agrees that County shall not be responsible for any changes to Section 1 (Scope of Work), Part A of the Agreement unless such changes are set forth in a duly executed written amendment to the Agreement.

13. ENTIRE AGREEMENT; INTEGRATION

The Agreement incorporates all the agreements, covenants, and understandings between the parties hereto concerning the subject matter hereof, and all such agreements, covenants and understandings have been merged into the written Agreement. No prior or contemporaneous agreement, covenant or understandings verbal or otherwise, of the parties or their agents shall be valid or enforceable unless embodied in the Agreement.

14. EXHIBITS AND ATTACHMENTS: INCORPORATION BY REFERENCE

All exhibits, attachments, riders, and addenda referred to in the Agreement, including but not limited to the Exhibits referred to in this Agreement, as listed in Paragraph 7 (Exhibits List) in Part A of this Agreement, are hereby incorporated into this Agreement by reference and made a part hereof as though set forth in full in this Agreement to the extent they are consistent with its conditions and terms.

15. NOTICE OF PENALTIES

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

16. EQUAL EMPLOYMENT OPPORTUNITY COMPLIANCE

- A. Engineer agrees to abide by all Federal, State, and local laws, ordinances, and rules and regulations pertaining to equal opportunity and unlawful discrimination. Without in any way limiting the foregoing general obligation, Engineer specifically agrees not to discriminate against any person with regard to employment with Engineer or participation in any program or activity offered pursuant to this Agreement on the grounds of race, age, religion, color, national origin, ancestry, sex, physical or mental handicap, serious medical condition, spousal affiliation, sexual orientation, or gender identity.

- B. Engineer acknowledges and agrees that failure to comply with this Section shall constitute a material breach of the Agreement.

17. COMPLIANCE WITH APPLICABLE LAW; CHOICE OF LAW

- A. In performing its obligations hereunder, Engineer shall comply with all applicable laws, ordinances, and regulations.
- B. This Agreement shall be construed in accordance with the substantive laws of the State of New Mexico, without regard to its choice of law rules.

18. RECORDS AND INSPECTIONS

- A. To the extent their books and records relate to (i) their performance of the Agreement or any subcontract entered into pursuant to it or (ii) cost or pricing data (if any) set forth in the Agreement or that was required to be submitted to County as part of the procurement process, Engineer agrees to (i) maintain such books and records during the term of the Agreement for a period of six (6) years from the date of final payment under the Agreement; (ii) allow County or its designee to audit such books and records at reasonable times and upon reasonable notice; and (iii) to keep such books and records in accordance with generally accepted accounting principles (“GAAP”).
- B. To the extent their books and records relate to (i) their performance of the Agreement or any subcontract entered into pursuant to it or (ii) cost or pricing data (if any) set forth in the Agreement or that was required to be submitted to County as part of the procurement process, Engineer also agrees to require any subcontractor it may hire to perform its obligations under this Agreement to (i) maintain such books and records during the term of the Agreement and for a period of six (6) years from the date of final payment under the subcontract:(ii) to allow county or its designee to audit such books and records at reasonable times and upon reasonable not notice; and (iii) to keep such books and records in with GAAP.

19. INDEMNIFICATION

- A. Engineer shall defend, indemnify, and hold harmless County and its Elected Officials, agents, and employees from any losses, liabilities, damages, demands, suits causes of action, judgments, costs or expenses (including but not limited to court costs and attorneys’ fees) resulting from or directly or indirectly arising out of Engineer’s performance or non-performance of its obligations under this Agreement, including but not limited to Engineer’s breach of any representation or warranty made herein.
- B. County shall have the right to approve any counsel retained by Engineer to defend any demand, suit, or cause of action in which County is named, such approval not to be unreasonably withheld. Engineer agrees (i) that County shall have the right to control and participate in the defense of any such demand, suit, or cause of action

concerning matters that relate to the County and (ii) that such suit will not be settled without County’s consent, such consent not to be unreasonably withheld. If in County’s judgment, a conflict exists between the interests of County and Engineer such demand, suit, or cause of action, County may retain its own counsel, whose fees shall be paid by Engineer.

- C. Engineer’s obligations under this section shall not be limited by the provisions of any insurance policy Engineer is required to maintain under this Agreement.

20. SEVERABILITY

If any term or condition of the Agreement shall be held invalid or non-enforceable by any court of competent jurisdiction, the remainder of the Agreement shall not be affected and shall be valid and enforceable to the fullest extent of the law.

21. NOTICES

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

To the County: Santa Fe County
Office of the County Attorney
102 Grant Avenue
Santa Fe, New Mexico 87501

To the Engineer: _____

22. ENGINEER’S REPRESENTATIONS AND WARRANTIES

- A. It is a corporation duly organized and in good standing under the laws of the state of New Mexico.
- B. This Agreement has been duly authorized by the Engineer, the person executing this Agreement has authority to do so, and once executed by the Engineer, this Agreement shall constitute a binding obligation of the Engineer.
- C. This Agreement and Engineer’s obligations hereunder do not conflict with Engineer’s articles of incorporation or by-laws or any corporate resolution adopted by Engineer for filed with the NM Secretary of State.

23. LIMITATION OF LIABILITY

County's liability to Engineer for any breach of this Agreement by County shall be limited to direct damages and shall not exceed the maximum amount of compensation specified in Section 3 (Compensation and Invoicing) Part A, of the Agreement. In no event shall County be liable to Engineer for special or consequential damages, even if County was advised of the possibility of such damages prior to entering into the Agreement.

24. NO THIRD-PARTY BENEFICIARIES

This Agreement was not intended to and does not create any rights in any persons not a party to the Agreement.

25. INSURANCE

- A. General Conditions. Engineer shall submit evidence of insurance as is required herein. Policies of insurance shall be written by companies authorized to write such insurance in New Mexico.
- B. General Liability Insurance, Including Automobile. Engineer shall procure and maintain during the life of this Agreement a comprehensive general liability and automobile insurance policy and liability limits in amounts not less than \$1,050,000 combined single limits of bodily injury, including death, and property damage for any one occurrence. Said policies of insurance shall include coverage for all operations performed for County by Engineer; coverage for the use of all owned, non-owned, hired automobiles, vehicles and other equipment both on and off work; and contractual liability coverage under which this Agreement is an insured contract. Santa Fe County shall be named additional insured on the policy.
- C. Workers' Compensation Insurance. Engineer shall comply with the provisions of the Workers' Compensation Act.
- D. Malpractice/Errors and Omissions Insurance. Engineer shall procure and maintain during the life of this Agreement professional liability (errors and omissions) insurance with policy limits of not less than \$1,500,000.00 per occurrence, \$2,500,000.00 per aggregate.
- E. Increased Limits. If, during the life of this Agreement, the Legislature of the State of New Mexico increases the maximum limits of liability under the Tort Claims Act (NMSA 1978, Sections 41-4-1 through 41-4-29, as amended), Engineer shall increase the maximum limits of any insurance required herein.

26. PERMITS, FEES, AND LICENSES

Engineer shall procure all permits and licenses, pay all charges, fees and royalties, and give all notices necessary and incidental to the due and lawful performance of its obligations hereunder.

27. FACSIMILE SIGNATURES

The parties hereto agree that a facsimile signature has the same force and effect as an original for all purposes.

28. NEW MEXICO TORT CLAIMS ACT

No provision of the Agreement modifies or waives any sovereign immunity or limitation of liability enjoyed by County or its “public employees: at common law or under the New Mexico Tort Claims Act, NMSA 1978, Section 41-4-1, et seq.

29. CAMPAIGN CONTRIBUTION DISCLOSURE FORM

The Engineer agrees to compute and submit simultaneous and execution of this Agreement a Campaign Contribution Disclosure Form approved by the County.

30. SURVIVAL

The provisions of following paragraphs shall survive termination of the Agreement:
INDEMNIFICATION; RECORDS AND INSPECTION; RELEASE, CONFIDENTIALITY, PUBLICATION, REPRODUCTION, AND USE OF MATERIAL; COPYRIGHT; COMPLIANCE WITH APPLICABLE LAW; CHOICE OF LAW; NO THIRD-PARTY BENEFICIARIES; SURVIVAL.