

CITY OF SANTA FE
As Fiscal Agent for the
BUCKMAN DIRECT DIVERSION BOARD

"REQUEST FOR PROPOSALS"

**Independent Peer Reviewer
Representing the Buckman Direct Diversion Board
Regarding DOE/LANL Contaminant Exposure and Risk
in Santa Fe Region Drinking Water**

RFP #10/01/P

PROPOSAL DUE:

September 16, 2009

2:00 P.M.

**PURCHASING OFFICE
CITY OF SANTA FE
2651 SIRINGO ROAD
BUILDING "H" SANTA FE,
NEW MEXICO 87505**

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Attachments:

1. Instructions Relating to Local Preference Certification Form
2. Local Preference Certification Form
3. Sample Contract
4. Minimum Wage Ordinance

REQUEST FOR PROPOSALS

PROPOSAL NUMBER '10/01/P

Proposals will be received by the City of Santa Fe and shall be delivered to the City of Santa Fe Purchasing Office, 2651 Siringo Road Building "H" Santa Fe, New Mexico 87505 **until 2:00 P.M. local prevailing time, September 16, 2009.** Any proposal received after this deadline will not be considered. This proposal is for the purpose of procuring professional services for the following:

**Independent Peer Reviewer
Representing the Buckman Direct Diversion Board Regarding DOE/LANL
Contaminant Exposure and Risk in Santa Fe Region Drinking Water**

The proponent's attention is directed to the fact that all applicable Federal Laws, State Laws, Municipal Ordinances, and the rules and regulations of all authorities having jurisdiction over said item shall apply to the proposal throughout, and they will be deemed to be included in the proposal document the same as though herein written out in full.

The City of Santa Fe is an Equal Opportunity Employer and all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation or national origin. The successful proponent will be required to conform to the Equal Opportunity Employment regulations.

Proposals may be held for sixty (60) days subject to action by the City. The City reserves the right to reject any of all proposals in part or in whole. Proposal packets are available by contacting: Shirley Rodriguez, City of Santa Fe, Purchasing Office, 2651 Siringo Road, Building "H" Santa Fe, New Mexico, 87505, (505) 955-5711.

Robert Rodarte, Purchasing Officer

Received by the Santa Fe New Mexican Newspaper on: 07/10/09
To be published on: 07/16/09

Received by the Albuquerque Journal Newspaper on: 07/10/09
To be published on: 07/16/09

PROPOSAL SCHEDULE

RFP # '10/01/P

- | | | |
|----|--|--|
| 1. | Advertisement | July 16, 2009 |
| 2. | Issuance of RFP'S: | July 16, 2009 |
| 3. | Receipt of proposals: | September 16, 2009 at 2:00 p.m.
local prevailing time.
Purchasing Office 2651
Siringo Road Bldg., "H"
Santa Fe, New Mexico
87505 (505) 955-5711 |
| 4. | Evaluation of proposals: | September 23, 2009 |
| 5. | Interviews: | September 30, 2009 |
| 6. | Recommendation of award
to Buckman Direct Diversion Board | November 5, 2009 |

**DATE OF CONSIDERATION BY THE BUCKMAN DIRECT DIVERSION BOARD IS
TENTATIVE AND SUBJECT TO CHANGE WITHOUT NOTICE.**

INFORMATION FOR PROPONENTS

RECEIPT OF PROPOSALS

The City of Santa Fe (herein called "City"), invites firms to submit one original and six copies of their proposal. Proposals will be received by the Purchasing Office, until 2:00 p.m. local prevailing time, September 16, 2009.

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

Proposal number: '10/01/P
Title of the proposal: Independent Peer Reviewer
Name and address of the proponent:

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

2. PREPARATION OF PROPOSAL

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

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

3. ADDENDA AND INTERPRETATIONS

No oral interpretation of the meaning of any section of the proposal documents will be binding. Oral communications are permitted in order to make an assessment of the need for an addendum. Any questions concerning the proposal must be addressed prior to the date set for receipt of proposal.

Every request for such interpretations should be in writing addressed to, Purchasing Officer, 2651 Siringo Road Bldg. "H" Santa Fe, New Mexico, 87505 and

to be given consideration must be received at least (5) days prior to the date set for the receiving of proposals.

Any and all such interpretations and any supplemental instruction will be in the form of written addenda to the RFP, which if issued, will be delivered to all prospective firms not later than three days prior to the date fixed for the receipt of the proposals.

Failure of any proposing firm to receive any such addenda or interpretations shall not relieve such firm from any obligation under their proposal as submitted. All addenda so issued shall become part of the contract documents.

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

4. LAWS AND REGULATIONS

The proposing firm's attention is directed to the fact that all applicable Federal Laws, State Laws, Municipal Ordinances, and the rules and regulations of all authorities having jurisdiction over said item shall apply to the contract throughout. They will be deemed to be included in the contract the same as though herein written out in full.

5. METHOD OF AWARD

The proposal is to be awarded based on qualified proposals as per the enclosed rating system and at the discretion and consideration of the Buckman Direct Diversion Board. The selection committee may interview the top three rated proponents; however, contracts may be awarded without such interviews. At its discretion the city reserves the right to alter the membership or size of the selection committee. The City reserves the right to change the number of firms interviewed.

6. COMPLIANCE WITH CITY'S MINIMUM WAGE RATE ORDINANCE (LIVING WAGE ORDINANCE)

A copy of the City of Santa Fe Ordinance No. 2003-8, passed by the Santa Fe City Council on February 26, 2003 is attached. The proponent or bidder will be required to submit the proposal or bid such that it complies with the ordinance to the extent applicable. The recommended Contractor will be required to comply with the ordinance to the extent applicable, as well as any subsequent changes to the Ordinance throughout the term of this contract.

7. RESIDENT and LOCAL PREFERENCE

INTENT AND POLICY

The city recognizes that the intent of the state resident preference statute is to give New Mexico businesses and contractors an advantage over those businesses, manufacturers and contractors from outside the State of New Mexico. The underlying policy is to give a preference to those persons and companies who contribute to the economy of the State of New Mexico by maintaining businesses and other facilities within the state and giving employment to residents of the state (1969 OP. Att'y Gen. No. 69-42). The city also has adopted a policy to include a local preference to those persons and companies who contribute to the economy of the County of Santa Fe by maintaining businesses and other facilities within the county and giving employment to residents of the county.

APPLICATION-IN-STATE AND OUT OF STATE BIDDERS

With acknowledgment of this intent and policy, the preference will only be applied when bids are received from in-state and county businesses, manufacturers and contractors that are within 5% of low bids received from out-of-state businesses, manufacturers and contractors (13-1-21 (A) -1-21 (F) and 13-4-2 (C) NMSA 1978). To be considered a resident for application of the preference, the in-state bidder must have included a valid state purchasing certification number with the submitted bid.

Thus it is recommended that in-state bidders obtain a state purchasing certification number and use it on all bids, in order to have the preference applied to their advantage, in the event an out-of-state bid is submitted. In submitting a bid, it should never be assumed that an out-of-state bid will not be submitted.

For information on obtaining a state purchasing certification number, the potential bidder should contact the State of New Mexico General Services Department-Purchasing Office (Joseph Montoya Building-1100 S. St. Francis Drive 87505, 827-0472).

All resident preferences shall be verified through the State Purchasing Office. Applications for resident preference not confirmed by the State Purchasing Office will be rejected. The certification must be under the bidder's business name submitting the bid.

NON-APPLICATION-COMPETING IN-STATE BIDDERS

If the lowest responsive bid and the next responsive bids within 5% of the lowest bid, are all from the state of New Mexico, then the resident preference will not be applied and the state purchasing certification number will not be considered. To be considered an in-state bidder in this situation, the bidders must meet the definition criteria of Chapter 13-1-21 (A)(1) and Chapter 13-4-2 (A) NMSA 1978. After examining the information included in the bid submitted, the City Purchasing Officer may seek additional information of proof to verify that the business is a valid New Mexico business. If it is determined by the city Purchasing Officer that the

information is not factual and the low responsive bid is actually an out-of-state bidder and not a New Mexico business, then the procedures in the previous section may be applied.

If the bidder has met the above criteria, the low responsive "resident" bid shall be multiplied by .95. If that amount is then lower than the low responsive bid of a "non-resident" bidder, the award will be based taking into consideration the resident preference of 5%.

APPLICATION FOR LOCAL PREFERENCE

For the purposes of this section, the terms resident business and resident manufacturer shall be defined as set out in Section 13-1-21 NMSA 1978; the term local as applied to a business or manufacturer shall mean:

The principal place of business of the enterprise is physically located within the Santa Fe County geographic boundaries. The business must have a "fixed office", as defined by this title, located within Santa Fe County. Principal place of business must have been established no less than six months preceding application for certification. Post office box numbers shall not suffice to establish an enterprise as a local business.

The PREFERENCE FACTOR for resident and local preferences applied to bids shall be .95 for resident and .90 for local. The local preference for proposals shall be 1.08.

Bids for Goods and Services. When bids for the purchase of goods or services pursuant to Section 22 are received, the lowest responsive bid received from those bidders in the first category listed below shall be multiplied by the Preference Factor. If the resulting price of that bid receiving the preference is lower than or equal to the lowest bid of all bids received, the contract shall be awarded to that bidder receiving the preference. If no bids are received from bidders in the first category, or if the bid receiving the preference does not qualify for an award after multiplication by the Preference Factor, the same procedure shall be followed with respect to the next category of bidders listed to determine if the bid qualifies for award. The priority of categories of bidders is:

- (1) Local business.
- (2) Resident business.

Proposals for Goods and Services. When proposals for the purchase of goods or services pursuant to Section 23 are received, the evaluation score of the proposal receiving the highest score of all proposals from those proponents in the first category listed above shall be multiplied by the Preference Factor. If the resulting score of that proposal receiving the preference is higher than or equal to the

highest score of all proposals received, the contract shall be recommended to that proponent receiving the preference. If no proposals are received from proponents in the first category, or if the proposal receiving the preference does not qualify for an award after multiplication by the Preference Factor, the same procedure shall be followed with respect to the next category of proposals listed to determine if a proponent qualifies for award.

Qualifications for Resident Preference. No resident business or manufacturer, as defined, shall be given any preference in the awarding of contracts for furnishing goods or services to the city, unless it shall have qualified with the State Purchasing Agent as a resident business or manufacturer and obtained a certification number as provided in Section 13-1-22 NMSA 1978. The certification number must be submitted with its bid for an offeror to qualify for this preference. The Central Purchasing Office shall determine if a resident preference is applicable to a particular offer on a case by case basis.

Qualifications for Local Preference. The Central Purchasing Office shall have available a form to be completed by all bidders/proponents who desire to apply for the local preference as a local business. The completed form with the information certified by the offeror must be submitted by the bidders/proponents with their bid or proposal to qualify for this preference.

Limitation. No offeror shall receive more than a 5% for resident and 10% for local preference pursuant to this section on any one offer submitted. A bidder may not claim cumulative preferences.

Application. This section shall not apply to any purchase of goods or services when the expenditure of federal and/or state funds designated for a specific purchase is involved and the award requirements of the funding prohibit resident and/or local preference(s). This shall be determined in writing by the department with the grant requirements attached to the Purchasing Office before the bid or request for proposals is issued.

New Mexico Resident Preference Number (if applicable)_____

8. PROTESTS AND RESOLUTIONS PROCEDURES

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

SPECIAL CONDITIONS

1. GENERAL

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

2. ASSIGNMENT

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

3. VARIATION IN SCOPE OF WORK

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

4. DISCOUNTS

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

5. TAXES

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

6. INVOICING

(A) The vendor's invoice shall be submitted in duplicate and shall contain the following information: invoice number and date, description of the supplies or services, quantities, unit prices and extended totals. Separate invoices shall be submitted for each and every complete order.

(B) Invoice must be submitted to ACCOUNTS PAYABLE and NOT THE CITY PURCHASING AGENT.

7. METHOD OF PAYMENT

Every effort will be made to process payments within 30 days of receipt of a detailed invoice and proof of delivery and acceptance of the products hereby contracted or as otherwise specified in the compensation portion of the contract documents.

8. DEFAULT

The city reserves the right to cancel all or any part of this order without cost to the city if the vendor fails to meet the provisions for this order, and except as otherwise provided herein, to hold the vendor liable for any excess cost occasioned by the city due to the vendor's default. The vendor shall not be liable for any excess cost if failure to perform the order arises out of causes beyond the control and with the fault or negligence of the Vendor and these causes have been made known to the City of Santa Fe in written form within five working days of the vendor becoming aware of a cause which may create any delay; such causes include, but are not limited to, acts of God or the public enemy, acts of the State or of the Federal Government, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, unusually severe weather and defaults of sub-contractors due to any of the above unless the city shall determine that the suppliers or services to be furnished by the sub-contractor are obtainable from other sources in sufficient time to permit the vendor to meet the required delivery schedule. The rights and remedies of the city are not limited to those provided for in this paragraph and are in addition to any other rights provided for by law.

9. NON-DISCRIMINATION

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

10. NON-COLLUSION

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

SCOPE OF SERVICES

'10/01/P

General

See www.bddproject.org for pertinent background information.

The independent peer reviewer's work includes preparation and presentation of deliverable products that will describe, for technical and non-technical audiences, a critiqued synthesis of existing data, information, studies, and published risk assessment analyses regarding exposure and risk to residents of the Santa Fe region from environmental radionuclide, toxic, and hazardous contaminants known to be of LANL-origin and other origins of these contaminants. The work will emphasize the tap water pathway, including the contaminants in Rio Grande water diverted into the BDD and removed by water treatment processes, as previously addressed by Kerry Howe for the BDD Board. The peer reviewer's work includes illustrating the tap water pathway risk by comparison to other pathways and risks. The peer review will quantify, from existing data, information, and studies, and compare, the tap water pathway exposure risk to other pathways of public exposure to LANL-origin contaminants and other natural and man-made radiation exposures. It is the peer reviewer's job to identify and obtain the information that the peer reviewer will analyze, critique, and utilize to prepare the meta-level synthesis described in this RFP.

The BDD Board's overarching objective for this RFP is to obtain a meta-level tap water risk description with public risk communication deliverables based on existing information. The meta-level description must be both conceptual and quantitative. For the purposes of this RFP, meta means an overarching analysis and syntheses of existing discrete studies or bodies of information, which will add content and perspective above that provided by the discrete studies and bodies of information.

These written and graphic risk communication deliverables must meet potential readers' needs and interests at four levels: summary for a lay audience, Spanish translation of the summary, description for the BDD Board, and documentation for the Board and a technical audience.

Preparation of deliverables requires multi-disciplinary expertise in radiological and non-radiological risk assessments, public health assessments, risk communication, and the medical and scientific disciplines that pertain to pathways of exposure, absorbed biological doses, biological/medical risk, and public health. The contractor will review pertinent existing studies and bodies of evidence, including evaluating strengths and weaknesses. This review will be followed by the peer reviewer contractor's synthesis and description of the meta-level risk perspective.

The peer review contractor will provide preliminary draft and public review draft sets of risk communication deliverables, formally respond to draft comments, and produce the final set of deliverables.

The preparation of these deliverable products will be compensated by lump sum payments, in accordance with the successful proponent's proposal and subsequent professional services agreement negotiations with BDD staff.

The BDD Board intends that this professional services agreement may be amended pursuant to this procurement, to address particular related topics of concern to the BDD Board and the public. Each amendment will be documented, negotiated, and agreed with the BDD Project Manager and approved by the BDD Board in advance of authorization to proceed.

Specific Professional Services Requirements

The peer reviewer shall initially review pertinent BDD public communications that relate to the topic of LANL-origin contaminants and identify any recommendations for correction or improvement of existing BDD public communications. These recommendations shall be discussed with the BDD Project Manager and staff.

The peer reviewer shall work initially and at appropriate intervals during the peer reviewer's work with the BDD project management and public communications staff so that the BDD Board can correctly describe and publicize the peer reviewer's engagement, work products, and conclusions.

The peer reviewer shall propose the number and purpose of meetings with BDD Board representatives and protocols for those meetings. The peer reviewer's participation in such meetings is to understand concerns and questions, present information and conclusions, and provide advice.

The peer reviewer shall conduct at least three public meetings, or may propose an alternative plan. The BDD Board prefers that the peer reviewer provide all arrangements and logistics for these meetings. The first meeting is to introduce this professional services effort to the Santa Fe community in order to elicit, understand, and respond to public questions and concerns regarding LANL-origin environmental contamination and the Buckman tap water pathway. The second meeting is to provide an overview of peer reviewer's work and draft reports. The third is to present the final reports and the responses to comments received on the drafts.

DOE/LANL has agreed to provide relevant studies, reports, and data for the peer reviewer's use. The peer reviewer shall request relevant studies, reports, and data from DOE/LANL and NMED, as appropriate. The peer review contractor shall obtain other available data from its owners.

It is essential that the peer reviewer's conduct and communication with the BDD Board and third parties regarding the peer reviewer's work preserve the independence and credibility of the peer reviewer's work products. Proposers should consider adapting the process used by the National Academy of Sciences, which provides no selective or private access by individuals or organizations. However, the BDD Board wishes to obtain DOE/LANL's review comments regarding the peer reviewer's preliminary draft deliverables and to provide the BDD Board's review comments. The peer reviewer will include responses to each DOE/LANL and BDD Board comment in the subsequent draft deliverables that are distributed for public review and comment. Draft deliverables shall clearly identify all changes to the preliminary drafts that LANL and the BDD Board reviewed and why the changes were made.

All communication from the peer reviewer to DOE/LANL shall be in writing, and shall be submitted through the BDD Project Manager.

Proposals must include a work plan for the independent peer reviewer's work as described above. The peer reviewer proponent is encouraged to propose or substitute alternative and superior plans to meet objectives to be responsive to public concerns, perceived as independent and credible, and provide effective public risk communication regarding LANL-origin contaminants, the BDD tap water pathway, and public health.

Specific Issues

The following specific issues shall be addressed as an integral part of the peer reviewer's draft and final sets of deliverable products.

1. Describe applicable standards for control of radionuclides and other toxic and hazardous contaminants in the environment in all pathways that may be applicable in the Santa Fe region. Emphasize the tap water pathway, and compare to other pathways and public exposures. Describe the regulatory environment and agencies and roles.
2. Analyze available information and data and synthesize the peer reviewer's best estimate of the total amounts and the distribution over time of contaminants of LANL-origin in the Rio Grande, compare to amounts of those same contaminants in the Rio Grande upstream from LANL influences, and compare to applicable exposure standards and other pathways of public exposure in the Santa Fe region.
3. Calculate the risk to public health from exposure to hypothetical amounts of radionuclides in tap water using the methodology of Federal Guidance Report No. 13 (EPA 402-R-99-001 (1999 and Suppl. 2002)) for the hypothetical life-long, age-adjusted drinking water exposures listed below. Compare these to other sources of public exposure to ionizing radiation in the Santa Fe region, including other pathways of exposure to contaminants of LANL-origin.

- a. Drinking water with contaminant concentrations equal to current federal safe drinking water act MCLs and rules,
 - b. Drinking water with contaminant concentrations equivalent to actual recent water quality in the Rio Grande.
 - c. Drinking water with average exposures to the water contaminants of hypothetical exposure b, above, but with water treatment that removes 95% of plutonium, americium, uranium, and gross alpha, and
 - d. Drinking water that contains mean values of gross alpha and dissolved uranium produced by the Buckman well field as measured by the City of Santa Fe at the point-of-entry to the public water distribution system and reported for federal safe drinking water act compliance purposes.
4. Describe how exposure to LANL-origin contaminants in the drinking water pathway, within the context of other exposure pathways, may affect developing fetuses, pregnant women, and children, and other sensitive populations. Address what is known and unknown with regard to synergistic effects of exposure to multiple contaminants.

Deliverable Products

Proposals and the professional services agreement scope of work resulting from this procurement will include at least the following deliverable products.

1. Detailed work plan and schedule submitted to BDD Project Manager within two weeks of execution of the professional services agreement.
2. Review of BDD public communications materials.
3. Meetings--preparation, materials, agenda, and summary.
 - a. Meetings and telephone conferences with BDD Project staff/consultants in coordination with work plan milestones. Prepare meeting materials, agenda, and summary notes.
 - b. Presentations to the BDD Board at scheduled public meetings of the BDD Board.
 - c. Planning, preparation, and conduct of public meetings. The initial public meeting shall be conducted prior to December 10, 2009. The final meeting shall be conducted no later than November 2010.
 - d. Presentation graphics.

4. Meta-level analyses and synthesis as the substance of initial draft, public draft, and final versions of a set of deliverable products, each set including a summary for a lay audience, Spanish translation of the summary, descriptive report for the BDD Board and the engaged public, and documentation for the Board and a technical audience.

SUBMITTAL REQUIREMENTS

Each proposal should address each of the items listed below, with the same headings and in the same order. The submittal shall be limited to a maximum of 40 pages, plus resumes. Resumes of key personnel shall be attached.

A. Qualifications. Summarize the qualifications and expertise of the proponent business entity and key professionals who jointly will comprise the team of independent peer reviewers. Descriptions should demonstrate that the team of peer reviewers meets or exceeds the following:

1. Relevant academic education and professional scientific experience commensurate with acceptance by the scientific community as a qualified and independent expert peer reviewer for the purposes and tasks described in the Scope of Work.
2. Relevant experience in the development and application of implementable recommendations and conclusions consistent with meeting the needs of major public or private works projects being implemented to established execution baselines.
3. Possessing expertise in radiological and toxic contaminants risk assessments, including public exposure and associated risk due to natural background sources and anthropogenic sources of ionizing radiation.
4. Possessing excellent oral and written public communication skills and expertise in public risk communication.
5. Credible as having expertise, being independent, and being free of conflicts of interest.

The advantages of each proponent's demonstrated expertise in the history, investigation, and extent of releases of radioactive and toxic materials to the environment from Los Alamos National Laboratory will be weighed along with the proponent's demonstrations of its independence and credibility.

Availability of team members with the following specialty expertise will be deemed advantageous.

- Toxicology and medical effects of exposure to environmental contaminants.
- Expertise in the surface and groundwater flow systems and other relevant pathways that have, continue to, and may in the future transport LANL-origin contaminants beyond LANL boundaries.

- Expertise in groundwater and surface water hydrology and contaminant transport; modeling of flow systems and contaminant transport; and designing monitoring systems.
- Experience in developing “Best Management Practices” for control of stormwater, sediment transport, and adsorbed contaminant transport processes in the climate and setting of the Pajarito Plateau.

B. Meeting the BDD Board’s Needs. Comment and provide a brief analysis of the BDD Board’s needs as described in the scope of work. List and describe the proponent’s proposed deliverable products to meet the needs expressed herein. Include recommendations, if any, to maximize or improve the usefulness of the peer reviewer’s deliverable products.

C. Conduct of Work. Provide the proponent’s advice and alternate proposals, if any, to fulfill the Scope of Services. Describe methods and techniques that the peer reviewer has included in its proposal.

D. Adequacy of Budget. Describe any proposed changes and applicable limits to the scope of services necessary to conduct the work within a budget of \$200,000. Separately identify any recommended professional services that would require additional budget. Describe why these services are recommended and how much they would cost.

E. Professional Services Work Plan. Provide a professional services proposal and the associated firm fixed price, with the guaranteed minimum number of professional services hours to be provided by each of the key personnel, to prepare the deliverable products.

F. Schedule Graphic. Include a bar chart schedule for the project.

G. Key Team Members Levels of Effort. Summarize the potential professional services level of effort in hours to be provided by each key professional services team member, including personnel employed by subcontractors, if any, that the proponent independent peer reviewer anticipates providing under the agreement that will result from this RFP.

H. Unit Prices. Provide fully burdened unit labor and materials rates to be used in professional services agreement review and changes to the proposed scope-of-work, and to calculate the price of future tasks performed under a contract amendment, if any.

I. Client Meetings. Describe the number and purpose of client coordination and deliverable product presentation meetings. Assume that the peer reviewer will address the BDD Board at its public meetings to present the proposed professional services agreement, present the public review draft set of deliverables, present the

response to public comments and final report, and provide a letter response to any remaining questions from the BDD Board regarding the final set of deliverables.

J. Schedule of Payments. Propose a schedule of payments that totals the proposed firm fixed price and is based on contract deliverables and milestones.

EVALUATION CRITERIA & WEIGHTED VALUES **'10/01/P**

	CRITERIA	WEIGHTED VALUE		EVALUATION POINTS	TOTAL
1.	Qualifications of Proponent business entity	15%	X	_____	_____
2.	Qualifications of principals and key staff	30%	X	_____	_____
3.	Familiarity with LANL- origin contaminants in the environment	10%	X	_____	_____
4.	Independence, credibility	15%	X	_____	_____
5.	Proposal quality/clarity/ responsiveness	10%	X	_____	_____
6.	Cost	20%	X	_____	_____
					TOTAL _____

Evaluation Points: 1 = Lowest through 5 = Highest

EVALUATION COMMITTEE MEMBERS

David Millican, Finance Director, or Representative

Rick Carpenter, BDD Project Manager

Robert Gallegos, City of Santa Fe water utility compliance officer

Norm Gaume, consultant to the BDD Board and Project Manager

Community member(s) appointed by the BDD Board

Kyle Harwood, BDD Board Independent Counsel, as non-voting legal advisor

At its discretion, the City reserves the right to alter the membership and size of the committee.

Scores of the evaluation committee members will be totaled to determine the top rated firms.

If interviews are conducted for the top three rated firms, those scores totaled from the evaluation committee members from the interview evaluations will determine the final top rated firm, unless other tangible extenuating circumstances are documented.

The same evaluation criteria and weighted values will be used for interviews, if any.

INSTRUCTIONS RELATING TO LOCAL PREFERENCE CERTIFICATION FORM

1. **All information must be provided.** A 10% local preference may be available for this procurement. To qualify for this preference, an offeror **must** complete and submit **the local preference certification form with its offer**. If an offer is received without the form attached, completed, notarized, and signed or if the form is received without the required information, the preference will not be applied. **The local preference form or a corrected form will not be accepted after the deadline for receipt of bids or proposals.**
2. **Local Preference precedence over State Preference.** The Local Preference takes precedence over the State Resident Preference and only one such preference will be applied to any one bid or proposal. If it is determined that the local preference applies to one or more offerors in any solicitation, the State Resident Preference will not be applied to any offers.
3. **Physical location must be stated.** The principal place of business of the enterprise is physically located within the Santa Fe County geographic boundaries. The business must have a “fixed office”, as defined by this title, located within Santa Fe County. Principal place of business must have been established no less than six months preceding application for certification. Post office box numbers shall not suffice to establish an enterprise as a local business.
4. **Subcontractors do not qualify.** Only the business, or if joint venture, one of the parties of the joint venture, which will actually be performing the services or providing the goods solicited by this request and will be responsible under any resulting contract will qualify for this preference. A subcontractor may not qualify on behalf of a prime contractor.
5. **Definition.** The following definition applies to this preference.

Fixed Office: shall mean a fixed and established place where work is carried on of a clerical, administrative, professional or production nature directly pertaining to the business being certified. A temporary location or movable property, or one that is established to oversee a City of Santa Fe project does not qualify as an office.

Additional Documentation. If requested a business will be required to provide, within 10 working days of the request, documentation to substantiate the information provided on the form. Any business which must be registered under state law, must be able to show that it is a business entity in good standing if so requested.

LOCAL PREFERENCE CERTIFICATION FORM
BID/PROPOSAL NUMBER: '10/01/P
IF APPLICABLE YOU MUST RETURN THIS FORM WITH YOUR BID OR PROPOSAL

Business Name: _____

Business License Number: _____ (Attach copy of business license.)

Business Location (In Santa Fe County:)

Address: _____

City: _____

Zip Code: _____

County: _____

Business Type:

- | | | |
|--------------------------|---|-------|
| <input type="checkbox"/> | Corporation – Indicate state of incorporation | _____ |
| <input type="checkbox"/> | Partnership – Indicate “general” or “limited” | _____ |
| <input type="checkbox"/> | Sole proprietorship | _____ |

CERTIFICATION: I hereby certify under penalty of perjury that the information which I have provided on this form is true and correct, that I am authorized to sign on behalf of the business set out above and if requested by the city will provide, within 10 days of notice, the necessary documents to substantiate the information provided on this form.

By: _____ Authorized Representative: _____

Print Name

Title: _____

Date: _____

Subscribed and sworn before me by _____ this _____, day of _____,

My commission expires: _____

Notary Public

SEAL

BUCKMAN DIRECT DIVERSION BOARD
PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT is made and entered into by and between the Buckman Direct Diversion Board ("BDDDB") and _____ (the "Contractor"). The date of this Agreement shall be the date when it is executed by the BDDDB.

1. SCOPE OF SERVICES

The Contractor shall provide the following services for the BDDDB:

- A.
- B.
- C.

2. STANDARD OF PERFORMANCE; LICENSES

~~A. The Contractor represents that it possesses the experience and~~
knowledge necessary to perform the services described under this Agreement.

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

3. COMPENSATION

A. The BDDDB shall pay to the Contractor in full payment for services rendered, a sum not to exceed _____ Dollars (\$_____), plus/inclusive of applicable gross receipts taxes. Payment shall be made for services actually rendered at a rate of _____ Dollars (\$_____) per hour.

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

C. Payment shall be made upon receipt and approval by the BDDDB of detailed statements containing a report of services completed. Compensation shall be paid only for services actually 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 by the BDDDB, this Agreement shall terminate upon written notice being given by the BDDDB to the Contractor. The BDDDB's decision as to whether sufficient appropriations are available shall be accepted by the Contractor and shall be final.

5. **TERM AND EFFECTIVE DATE**

This Agreement shall be effective when signed by the BDDDB and terminate on _____, 200__, unless sooner pursuant to Article 6 below.

6. **TERMINATION**

A. This Agreement may be terminated by the BDDDB upon _____ days written notice to the Contractor.

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

(2) If compensation is not based upon hourly rates for services rendered, the BDDDB shall pay the Contractor for the reasonable value of services

satisfactorily performed through the date Contractor receives notice of such termination, and for which compensation has not already been paid.

(3) If compensation is based upon hourly rates and expenses, then Contractor shall be paid for services rendered and expenses incurred through the date Contractor receives notice of such termination.

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

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

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

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

8. **CONFIDENTIALITY**

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

9. **CONFLICT OF INTEREST**

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

10. **ASSIGNMENT; SUBCONTRACTING**

The Contractor shall not assign or transfer any rights, privileges, obligations or other interest under this Agreement, including any claims for money due, without the prior written consent of the BDDb. The Contractor shall not subcontract any portion of the services to be performed under this Agreement without the prior written approval of the BDDb.

11. **RELEASE**

The Contractor, upon acceptance of final payment of the amount due under this Agreement, releases the BDDb, its officers and employees, from all liabilities, claims and obligations whatsoever arising from or under this Agreement. The Contractor agrees not to purport to bind the BDDb to any obligation not assumed herein by the BDDb unless the Contractor has express written authority to do so, and then only within the strict limits of that authority.

12. **INSURANCE**

A. The Contractor, at its own cost and expense, shall carry and maintain in full force and effect during the term of this Agreement, comprehensive general liability insurance covering bodily injury and property damage liability, in a form

and with an insurance company acceptable to the BDDDB, with limits of coverage in the maximum amount which the BDDDB could be held liable under the New Mexico Tort Claims Act for each person injured and for each accident resulting in damage to property. Such insurance shall provide that the BDDDB is named as an additional insured and that the BDDDB is notified no less than 30 days in advance of cancellation for any reason. The Contractor shall furnish the BDDDB with a copy of a Certificate of Insurance as a condition prior to performing services under this Agreement.

B. Contractor shall also obtain and maintain Workers' Compensation insurance, required by law, to provide coverage for Contractor's employees throughout the term of this Agreement. Contractor shall provide the BDDDB with evidence of its compliance with such requirement.

C. Contractor shall maintain professional liability insurance throughout ~~the term of this Agreement providing a minimum coverage in the amount required under~~ the New Mexico Tort Claims Act. The Contractor shall furnish the BDDDB with proof of insurance of Contractor's compliance with the provisions of this section as a condition prior to performing services under this Agreement.

13. **INDEMNIFICATION**

The Contractor shall indemnify, hold harmless and defend the BDDDB, the City of Santa Fe, the County of Santa Fe and Las Campanas from all losses, damages, claims or judgments, including payments of all attorneys' fees and costs on account of any suit, judgment, execution, claim, action or demand whatsoever arising from Contractor's performance under this Agreement as well as the performance of Contractor's employees, agents, representatives and subcontractors.

14. **NEW MEXICO TORT CLAIMS ACT**

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

15. **THIRD PARTY BENEFICIARIES**

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

16. **RECORDS AND AUDIT**

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

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

Contractor shall abide by all applicable federal and state laws and regulations, and all ordinances, rules and regulations of the BDDB of Santa Fe. In any

action, suit or legal dispute arising from this Agreement, the Contractor agrees that the laws of the State of New Mexico shall govern. The parties agree that any action or suit arising from this Agreement shall be commenced in a federal or state court of competent jurisdiction in New Mexico. Any action or suit commenced in the courts of the State of New Mexico shall be brought in the First Judicial District Court.

18. **AMENDMENT**

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

19. **SCOPE OF AGREEMENT**

This Agreement incorporates all the agreements, covenants, and understandings between the parties hereto concerning the services to be performed hereunder, and all such

~~agreements, covenants and understandings have been merged into this Agreement.~~

This Agreement expresses the entire Agreement and understanding between the parties with respect to said services. No prior agreement or understanding, verbal or otherwise, of the parties or their agents shall be valid or enforceable unless embodied in this Agreement.

20. **NON-DISCRIMINATION**

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

21. **SEVERABILITY**

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

22. **NOTICES**

Any notices required to be given under this Agreement shall be in writing and served by personal delivery or by mail, postage prepaid, to the parties at the following addresses:

BDDDB: Rick Carpenter
Sangre de Cristo Water
Department
801 W San Mateo
Santa Fe, NM 87505

CONTRACTOR:

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

**BUCKMAN DIRECT DIVERSION
BOARD**

CONTRACTOR:

By: _____
Commissioner Virginia Vigil
Chairperson

By: _____
Name: _____
Title: _____
Date: _____

ATTEST:

NM Taxation & Revenue
CRS # _____

Yolanda Y. Vigil, City Clerk
File Date: _____

City of Santa Fe Business
Registration # _____

APPROVED AS TO FORM:



Nancy R. Long, BDDDB Counsel

APPROVED:

David Millican, City Finance Director

Living Wage Ordinance

Ordinance Number §28-1 28-1.12 SFCC 1987

Purpose:

The City of Santa Fe Living Wage Ordinance was adopted to establish minimum hourly wage rates.

Who it affects:

- All businesses and non-profit organization required to have a business license or business registration issued by the City of Santa Fe.

Compliance:

- Affected businesses are required to pay employees an hourly wage of \$9.85 effective January 1, 2009.
- Beginning January 1, 2009, and each year thereafter, the minimum wage shall be adjusted upward by an amount corresponding to the previous year's increase, if any, in the consumer price index for the western region for urban wage earners and clerical workers.
- For workers who customarily receive more than \$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 minimum 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.
- The value of health care benefits and child care shall be considered as an element of wages.
- Non-profit organizations whose primary source of funds is from (Medicaid) waivers are exempt.

Prohibitions against retaliation and circumvention:

- It shall be unlawful for any business, employer or employer's agent or representative to take any action against an individual in retaliation for exercising or communicating rights under this ordinance. This includes retaliation against individuals who mistakenly but in good faith allege noncompliance with the ordinance.
- Taking adverse action against an individual within sixty days of the individual's assertion of or communication of information regarding rights raises a reputable presumption of retaliation for assertion of rights.
- It shall be unlawful for any business or employer to intentionally circumvent the requirements of this ordinance by contracting portions of its operations or leasing portions of its property.

Enforcement; Remedies:

- **Administrative Enforcement** - The city manager, or his/her designee, is authorized, as appropriate and as resources permit, to enforce this ordinance.
- **Criminal Penalty** - A person violating this ordinance shall be guilty of a misdemeanor and, upon conviction, for Each offense may be subject to fines and imprisonment as set forth in Section 1-3 SFCC 1987. A person violating any of the requirements of this ordinance shall be guilty of a separate offense for each day or portion thereof and for each worker or person to which any such violation occurred.
- **Other remedies** - The city, any individual aggrieved by a violation of this ordinance, or any entity the members of which have been aggrieved by a violation of this ordinance, may bring a civil action in a court of competent jurisdiction to restrain, correct, abate or remedy any violation of this ordinance and, upon prevailing, shall be entitled to such legal or equitable relief as may be appropriate to remedy the violation including, without limitation, reinstatement, the Payment of any wages due and an additional amount as liquidated damages equal to twice the amount of any wages due, injunctive relief, and reasonable attorney's fees and costs.

Nonexclusive Remedies and Penalties - *The remedies provided in this section are not exclusive, and nothing in this ordinance shall preclude any person from seeking any other remedies, penalties, or relief provided by law.*

Posting and Publication:

- Any business subject to the provisions of this ordinance shall as a condition to obtaining and holding a city of Santa Fe business license or registration, post and display in a prominent location next to its business license or registration on the business premises a notice, in English and Spanish, that the business is in compliance with the provisions of this ordinance and post the text of this notice. Failure to comply with this section shall be construed a violation of this ordinance and, in addition, shall be considered grounds for suspensions, revocation, or termination of the business license or registration.

For further information, please contact the office of: Constituent Services at (505) 955-6949 or by Email at: constituentservices@santafenm.gov