

# City of Albuquerque

## Request for Proposals RFP2006-010-SV

“Ozone Modeling Analysis”



**Pre-Proposal Conference: 16 February 2006 10:00 AM**

**Proposal Due Date: 6 March 2006 - 4:00 p.m. (MST)**

*The time and date proposals are due shall be strictly observed.*

City of Albuquerque  
Department of Finance and Administrative Services  
Purchasing Division  
01/27/06

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## INTRODUCTION

The City of Albuquerque Department of Finance and Administrative Services, Purchasing Division is issuing this Request for Proposals for the City of Albuquerque, Environmental Health Department to solicit responses from qualified vendors to provide scientific services in the analysis of ozone concentrations in Albuquerque, New Mexico.

The Air Quality Division (AQD) of the Environmental Health Department has prime responsibility for monitoring and regulating air quality emissions throughout Bernalillo County. As a part of this ongoing responsibility, AQD staff recorded one of the worst ozone episodes in recent history during the period from July 19, 2003 to July 26, 2003. On two of these days, July 21<sup>st</sup> and July 24<sup>th</sup>, an ozone monitor in Albuquerque recorded 8-hour ozone levels in the Unhealthy for Sensitive Groups (USG) category. Further analysis of these ozone concentrations is necessary in order to determine if these high levels were generated purely from local sources or if they resulted from area wildfires or sources located in other cities. The scientific question to answer is how much lower would 8-hour ozone concentrations have been on July 21<sup>st</sup> and 24<sup>th</sup> without area wildfires or contributions from other areas/cities?

Further, on July 1<sup>st</sup> and July 2<sup>nd</sup> of 2005, the Albuquerque air shed once again reached USG levels for ozone. At that time, most of the area encompassing the four corners states, including the City of Albuquerque, was inundated with smoke from wildfires burning in Arizona, Nevada, Utah, and New Mexico. The data collected thus far strongly suggests that ozone concentrations were amplified by the smoke. However, further analysis is required to determine the corollary strength between ozone concentrations and air-born smoke particles. Modeling results obtained through this proposal will be used to decide if there is the need for additional regulatory control of other contributing factors so as to ensure healthy future ozone levels. Modeling studies completed for other metropolitan areas have shown that the relationship between ozone, VOC, and NO<sub>x</sub> levels is non-linear. Thus, keeping ozone levels steady is not as simple as limiting VOC emissions or limiting NO<sub>x</sub> emissions. Yet if regulators are to be truly successful in curtailing future increases in ozone levels, then a complete understanding based on rigorous scientific modeling of the ozone sensitivity to increases in emissions of chemical precursors is required.

With or without wildfire smoke, an alarming trend is occurring at the City of Albuquerque's North Valley monitoring site. Overall, ozone levels were noticeably higher at the site in 2005 than in 2004. The trend could be a very real phenomenon, or a difference in meteorology from year to year, or a combination of both factors. Either way, AQD needs projections of ozone levels in 2010 for this specific site as well as for the entire air shed. This information would guide regulators in determining the stringency of new regulations.

**PART 1  
INSTRUCTIONS TO OFFERORS**

**1.1 RFP Number and Title:** RFP2006-010-SV, "Ozone Modeling Analysis"

**1.2 Proposal Due Date: 6 March 2006 by 4:00 PM (MST)**

The time and date proposals are due shall be strictly observed.

**1.2.1 Pre-Proposal Conference:** This is not a mandatory pre-proposal conference; however, attendance by an authorized representative of the Offeror is highly encouraged. Those who choose not to attend shall be responsible for obtaining additional information or addenda on their own.

**1.2.2** The City shall have in attendance key personnel to answer questions or discuss issues that may arise. Questions should be prepared prior to the conference and a copy of such questions submitted to the purchasing representative on the day of the conference. Please submit one hard copy and one electronic copy of the questions.

**1.2.3 Pre-Proposal Conference Time, Date and Address:**

**Time and Date:** Thursday, 16 February - 10:00 AM to 12:00 Noon

**Address:** City of Albuquerque/Bernalillo County Government Center  
One Civic Plaza, NW 7<sup>th</sup> Floor Purchasing Conference Room #7033

**1.3 Purchasing Office:** This RFP is issued on behalf of the City of Albuquerque by the Purchasing Office, which is the sole point of contact during the entire procurement process.

**1.4 Authority:** Chapter 5, Article 5 of the Revised Ordinances of the City of Albuquerque, 1994, (the "Public Purchases Ordinance"). The City Council, pursuant to Article 1 of the Charter of the City of Albuquerque and Article X, Section 6 of the Constitution of New Mexico, has enacted this ordinance as authorized by such provisions and for the purpose of providing maximum local self-government. To that end, it is intended that this ordinance shall govern all purchasing transactions of the City and shall serve to exempt the City from all provisions of the New Mexico Procurement Code, as provided in Section 13-1-98K, NMSA 1978.

**1.5 Acceptance of Offer:** Acceptance of Offer is contingent upon Offeror's certification and agreement by submittal of its offer, to comply and act in accordance with all provisions of the following:

**1.5.1 City Public Purchases Ordinance**

**1.5.2 City Purchasing Rules and Regulations:** City of Albuquerque Purchasing Rules and Regulations: These Rules and Regulations (hereinafter "Regulations") are written to clarify and implement the provisions of the Public Purchases Ordinance. These Regulations establish policies, procedures, and guidelines relating to the procurement, management,

control, and disposal of goods, services, and construction, as applicable, under the authority of the Ordinance.

**1.5.3 Civil Rights Compliance:** Acceptance of offer is contingent upon the Offeror's certification and agreement by submittal of its offer, to comply and act in accordance with all provisions of the Albuquerque Human Rights Ordinance, the New Mexico Human Rights Act, Title VII of the U.S. Civil Rights Act of 1964, as amended, and all federal statutes and executive orders, New Mexico statutes and City of Albuquerque ordinances and resolutions relating to the enforcement of civil rights and affirmative action. Questions regarding civil rights or affirmative action compliance requirements should be directed to the City of Albuquerque Human Rights Division, Community Services Department.

**1.5.4 Americans with Disabilities Act Compliance:** Offeror certifies and agrees, by submittal of its offer, to comply and act in accordance with all applicable provisions of the Americans with Disabilities Act of 1990 and Federal regulations promulgated there under.

**1.5.5 Insurance and Bonding Compliance:** Acceptance of offer is contingent upon Offeror's ability to comply with the insurance requirements as stated herein. Please include a copy(s) of such certification or statement of compliance in your proposal.

**1.5.6 Ethics:**

**1.5.6.1 Fair Dealing.** The Offeror warrants that its proposal is submitted and entered into without collusion on the part of the Offeror with any person or firm, without fraud and in good faith. Offeror also warrants that no gratuities, in the form of entertainment, gifts or otherwise, were, or will be offered or given by the Offeror, or any agent or representative of the Offeror to any officer or employee of the City with a view toward securing a recommendation of award or subsequent contract or for securing more favorable treatment with respect to making a recommendation of award.

**1.5.6.2 Conflict of Interest.** The Offeror 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 the contract resulting from this RFP. The Offeror also warrants that, to the best of its knowledge, no officer, agent or employee of the City who shall participate in any decision relating to this RFP and the resulting contract, currently has, or will have in the future, a personal or pecuniary interest in the Offeror's business.

**1.5.7 Participation/Offeror Preparation:** Offeror may not use the consultation or assistance of any person, firm company who has participated in whole or in part in the writing of these specifications or the Scope of Services, for the preparation of its offer or in the management of its business if awarded the contract resulting from this RFP.

**1.5.8 Debarment or Ineligibility Compliance:** By submitting its offer in response to this RFP, the Offeror certifies that (i) it has not been debarred or otherwise found ineligible to

receive funds by any agency of the federal government, the State of New Mexico, any local public body of the State, or any state of the United States; and (ii) should any notice of debarment, suspension, ineligibility or exclusion be received by the Offeror, the Offeror will notify the City immediately.

**1.5.9 Goods Produced Under Decent Working Conditions.** It is the policy of the City not to purchase, lease, or rent goods for use or for resale at City owned enterprises that were produced under sweatshop conditions. The Offeror certifies, by submittal of its offer in response to this solicitation, that the goods offered to the City were produced under decent working conditions. The City defines “under decent working conditions” as production in a factory in which child labor and forced labor are not employed; in which adequate wages and benefits are paid to workers; in which workers are not required to work more than 48 hours per week (or less if a shorter workweek applies); in which employees are free from physical, sexual or verbal harassment; and in which employees can speak freely about working conditions and can participate in and form unions. [Council Bill No. M-8, Enactment No. 9-1998]

**1.5.10 Minority/Women’s Business Enterprise Utilization:** The City of Albuquerque Environmental Health Department, Air Quality Division, is committed to using minority and women’s business in contracting opportunities in accordance with 40 CFR Part 31 and the Administrative Conditions associated with Federal assistance agreements provided under the Federal Grants and Cooperative Agreement Act of 1997. The Offeror agrees to ensure, to the fullest extent possible, that the applicable “fair share” objectives of Federal funds for prime contracts or subcontracts for supplies, construction, equipment or services are made available to organizations owned or controlled by socially and economically disadvantaged individuals, women, disabled Americans, historically Black colleges and universities, colleges and universities having a student body in which 40% or more of the students are Hispanic, minority institutions having a minority student body of 50% or more, and private and voluntary organizations controlled by individuals who are socially and economically disadvantaged. Herewith, the Offeror accepts the following applicable MBE/WBE “fair share” goals/objectives as negotiated with the U.S. Environmental Department:

MBE:	Construction 37%	Supplies 26%	Services 25%	Equipment 26%
WBE:	Construction 8%	Supplies 33%	Services 35%	Equipment 33%

If applicable, the offeror agrees to include the aforementioned “fair share” MBE/WBE goals/objectives in its bid documents for subcontracts.

**1.5.11 No Government Obligation to Third Parties:** Notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of this Agreement, absent the express written consent by the Federal Government, the Federal Government is not a party and shall not be subject to any obligations or liabilities to the City, Contractor, or any other party pertaining to any matter resulting from this Agreement.

**1.5.12 Debarment and Suspension:** In accordance with Appendix A to 40 CFR Part 32, the clause entitled, “Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transactions” will be included, without

modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions as follows:

**1.5.12.1** The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

**1.5.12.2** Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participants shall attach an explanation to this proposal.

**1.6 City Contact:** The sole point of contact for this Request for Proposals is the City of Albuquerque Purchasing Division. Contact the following individual(s) regarding this RFP:

- Sandra Vescovi, Contract Section Supervisor, Department of Finance and Administrative Services, Purchasing Division,
- Phone: (505) 768-3341 or E-Mail: [svescovi@cabq.gov](mailto:svescovi@cabq.gov)
- Post Office Box 1293, Albuquerque, New Mexico 87103

**1.7 Contract Management:** The contract resulting from this RFP will be managed by the City of Albuquerque Environmental Health Department, Air Quality Division.

**1.8 Clarification:** Any explanation desired by an Offeror regarding the meaning or interpretation of this Request For Proposals must be requested in writing not less than ten (10) working days prior to the hour and date specified for the receipt of offers to allow sufficient time for a reply to reach Offerors before the submission of their offers. All inquiries must be directed to the Purchasing Office as stated herein. Oral explanations or instructions given before the award of the contract or at any time will not be binding. Any information given to a prospective Offeror concerning this Request For Proposals, will be furnished to all prospective Offerors as an amendment to this Request for Proposals, if such information is necessary to Offerors in submitting offers on this Request For Proposals or if the lack of such information would be prejudicial to uninformed Offerors.

**1.9 Submission of Offers:** The Offeror's sealed proposal must be in the format outlined in Part 2 of this Request for Proposals and mailed or delivered pursuant to the following requirements:

**1.9.1 Envelope preparation.** Offers and modifications thereof shall be enclosed in sealed envelopes and have the following identifying information on the outside:

Name and address of Offeror

- Closing Date and Time
- Request for Proposals Number
- RFP Title

**1.9.2 Ship, Deliver or Hand Carry Sealed Offers to:** The Office of the City Clerk, City /County Government Center, 11th Floor, One Civic Plaza, Albuquerque, New Mexico 87102. Mark all packages as stated above.

**1.9.3 Mail Sealed Responses to:** Office of the City Clerk, Post Office Box 1293, Albuquerque, New Mexico 87103. (Certified Mail is recommended). The City shall not be responsible for the failure of mailed offers to actually be received by the Office of the City Clerk by 4:00 of the day of closing.

**Note:** The City picks up mail at the post office **once** every morning at 7:00 AM (Local Time). **Note: ALL SEALED PROPOSALS MUST BE RECEIVED BY THE OFFICE OF THE CITY CLERK NO LATER THAN 4:00 PM, LOCAL TIME AS RECORDED IN THE CITY CLERK'S OFFICE.**

**1.9.4 No other methods of offer delivery:** Neither telephone, facsimile, electronic, nor telegraphic offers shall be accepted.

**1.9.5 Submit one (1) original and six (6) copies of your Technical Proposal. Submit one (1) original and one (1) copy of your Cost Proposal. Submit one (1) electronic copy of both the Technical Proposal and Cost proposal to the E-Mail address specified in Section 1.6.**

**1.9.6 Modification:** Offers may be modified or withdrawn by written notice provided such notice is received prior to the hour and date specified for receipt of offers.

**1.9.7 Failure to Submit Offer:** If no offer is to be submitted, the recipient shall not return the Request For Proposals.

**1.10 Receipt of Proposals:** The only acceptable evidence to establish the time of receipt of proposals at the City Clerk's Office is the time-date stamp of such office on the proposal wrapper or other documentary evidence of receipt maintained by the office.

**1.11 Acknowledgment of Amendments To the Request For Proposals:** Receipt of an amendment to the Request For Proposals by an Offeror must be acknowledged (a) by signing and returning the amendment, or (b) by letter. Such acknowledgment may be submitted with your offer. Such acknowledgment must be received prior to the hour and date specified for receipt of offers.

**1.12 Modifications to Scope of Services:** In the event that sufficient funds do not become available to complete each task in the Scope of Services, the Scope of Services may be amended, based upon the cost breakdown required in the Cost Proposal.

**1.13 Draft Agreement:** A copy of the Draft Agreement to be entered into is attached. Please state that you accept the terms and conditions of the Draft Agreement, or note exceptions.

**1.14 Evaluation period:** The City reserves the right to analyze, examine and interpret any offer for a period of ninety (90) days after the hour and date specified for the receipt of offers.

**1.15 Evaluation Assistance:** The City of Albuquerque, in evaluating proposals, reserves the right to use any assistance deemed advisable, including City contractors and consultants.

**1.16 Rejection and Waiver:** The City reserves the right to reject any or all offers and to waive informalities and minor irregularities in offers received.

**1.17 Debarment of Offeror:** Any proposal received from an Offeror that is, at the time of submitting its proposal or prior to receipt of award of a contract, debarred by or otherwise ineligible to receive funds from any agency of the State of New Mexico, any local public body of the State, or any state of the United States, shall be rejected.

**1.18 Award of Contract:**

**1.18.1 When Award Occurs:** Award of contract occurs when a Purchase Order is issued or other evidence of acceptance by the City is provided to the Offeror. A Recommendation of Award does not constitute award of contract.

**1.18.2 Award:** If a contract is awarded, it shall be awarded to the responsive and responsible Offeror whose offer conforming to the Request for Proposals will be most advantageous to the City as set forth in the Evaluation Criteria.

**1.18.3 Contract Term:** The contract term shall be for up to a period of twelve (12) months from the effective date on the contract and/or final execution by the City. This contract term may be extended for up to an additional twelve (12) months by mutual written agreement between the City and the Contractor.

**1.18.4 Type of Contract:** Firm fixed price.

**1.18.5 Debarment/Cancellation of Contract:** Upon receipt of notice of debarment of an Offeror awarded a contract as a result of this RFP (the "Contractor"), or other ineligibility of the Contractor to receive funds from any agency of the federal government, the State of New Mexico, any local public body of the State, or any state of the United States, the City shall have the right to cancel the contract with the Contractor resulting from this RFP for cause as provided in accordance with the terms of said contract.

**1.18.6 Graffiti Free:** When required, the Contractor will be required to furnish equipment, facilities, or other items required to complete these services, that are "graffiti free". Failure of Contractor to comply with this requirement may result in cancellation of the contract resulting from this RFP.

**1.19 Cancellation:** This Request for Proposals may be canceled and any and all proposals may be rejected in whole or in part when it is in the best interest of the City.

**1.20 Negotiations:** Negotiations may be conducted with the Offeror(s) recommended for award of contract.

**1.21 City-Furnished Property:** No material, labor, or facilities will be furnished by the City unless otherwise provided for in the Request for Proposals.



- PO Box 1293
- Albuquerque, New Mexico 87103

**1.23.7 Protest Response by Purchasing Officer:** All protests will be responded to by the Purchasing Officer upon evaluation. The Purchasing Officer will, after evaluation of a protest, issue a response. Only the issues outlined in the written protest will be considered by the Purchasing Officer.

**1.23.8 Protest Hearing:** If a hearing is requested, the request must be included in the protest and received within the time limit to be allowed. The filing fee of twenty dollars (\$20.00) must accompany the request for hearing. Only the issues outlined in the protest will be considered by the Purchasing Officer, or may be raised at a protest hearing. The granting of a hearing shall be at the discretion of the Purchasing Officer following review of the request.

## **BONDS and INSURANCE:**

**1.25.1 General Conditions:** The City will require that the successful Offeror, referred to as the Contractor, procure and maintain at its expense during the term of the contract resulting from the RFP, insurance in the kinds and amounts hereinafter provided with insurance companies authorized to do business in the State of New Mexico, covering all operations of the Contractor under the contract. Upon execution of the contract and on the renewal of all coverage, the Contractor shall furnish to the City a certificate or certificates in form satisfactory to the City showing that it has complied with these insurance requirements. All certificates of insurance shall provide that thirty (30) days written notice be given to the Risk Manager, Department of Finance and Administrative Services, City of Albuquerque, P.O. Box 470, Albuquerque, New Mexico, 87103, before a policy is canceled, materially changed, or not renewed. Various types of required insurance may be written in one or more policies. The City shall be named an additional insured for all coverages and the coverages afforded shall be primary with respect to operations provided.

**1.25.2 Approval of Insurance:** Even though the Contractor may have been given notice to proceed, it shall not begin any work under the contract resulting from this RFP until the required insurance has been obtained and the proper certificates (or policies) filed with the City. Neither approval nor failure to disapprove certificates, policies, or the insurance by the City shall relieve the Contractor of full responsibility to maintain the required insurance in full force and effect. If part of the contract is sublet, the Contractor shall include any or all subcontractors in its insurance policies, or require the subcontractor to secure insurance to protect itself against all hazards enumerated herein, which are not covered by the Contractor's insurance policies.

**1.25.3 Coverage Required:** The kinds and amounts of insurance required are as follows:

**1.25.3.1 Commercial General Liability Insurance.** A commercial general liability insurance policy with combined limits of liability for bodily injury or property damage as follows:

\$1,000,000	Per Occurrence
\$1,000,000	Policy Aggregate
\$1,000,000	Products Liability/Completed Operations
\$1,000,000	Personal and Advertising Injury
\$ 50,000	Fire Legal
\$ 5,000	Medical Payments

Said policy of insurance must include coverage for all operations performed for the City by the Contractor and contractual liability coverage shall specifically insure the hold harmless provisions of the contract resulting from this RFP.

**1.25.3.2 Automobile Liability Insurance.** A comprehensive automobile liability insurance policy with liability limits in amounts not less than \$1,000,000 combined single limit of liability for bodily injury, including death, and property damage in any one occurrence. The policy must include coverage for the use of all owned, non-owned, hired automobiles, vehicles and other equipment both on and off work.

**1.25.3.3 Workers' Compensation Insurance.** Workers' compensation insurance policy for the Contractor's employees, in accordance with the provisions of the Workers' Compensation Act of the State of New Mexico, (the "Act"). If the Contractor employs fewer than three employees and has determined that it is not subject to the Act, it will certify, in a signed statement, that it is not subject to the Act. The Contractor will notify the City and comply with the Act should it employ three or more persons during the term of the contract resulting from this RFP.

**1.25.4 Increased Limits:** During the life of the contract the City may require the Contractor to increase the maximum limits of any insurance required herein. In the event that the Contractor is so required to increase the limits of such insurance, an appropriate adjustment in the contract amount will be made.

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## PART 2 PROPOSAL FORMAT

### 2.1 Technical Proposal Format, Section One

The technical portion of the proposal shall be spiral bound and limited to a maximum of fifteen (15) numbered pages excluding the introductory cover letter, title page, table of contents, dividers between categories, and front and back cover pages. Insurance certificates, draft agreement modifications and resumes should be included in the Appendices and will not count toward the 15 page total. Resumes should be limited to two (2) pages per person. Font size should be 12 pitch and pages greater than 8 ½ x 11 inches size shall count as two pages. It is preferred that the proposal be printed on double-sided paper, however, text should be limited to fifteen (15) single-sided pages.

**2.1.1 Offeror Identification:** State name and address of your organization or office and nature of organization (individual, partnership or corporation, private or public, profit or non-profit). Subcontractors if any must be identified in a similar manner. Include name and telephone number of person(s) in your organization authorized to execute the Draft Agreement. Submit a statement of compliance with all laws stated herein. Submit a statement of agreement of the terms and conditions of the Draft Agreement; state exceptions. Show receipt of Addenda if applicable. Provide a statement or show ability to carry the insurance specified.

#### 2.1.2 Experience:

**2.1.2.1 Current Experience.** State relevant experience of the company and person(s) who will be actively engaged in the proposed project, including experience of subcontractors. Submit resumes for the individuals who will be performing the services for the City.

**2.1.2.2 Past Experience.** Describe a minimum of three (3) projects of similar scope and size, which are now complete; state for whom the work was performed, year completed, and a reference person who can be contacted regarding the work. References must be for work performed in the past three to five (3 to 5) years. State relevant experience with other municipalities or government entities.

**2.1.3 Proposed Approach to Tasks:** Discuss fully your proposed approach to each of the tasks described in Part 3, Scope of Services. Use charts to illustrate the number of hours dedicated to each task and who will be performing each task [individual(s)/firm(s)]. Reference Appendix A, attached hereto, without stating the price structure.

**2.1.4 Management Summary:** Describe individual staff and subcontractor's responsibilities with lines of authority and interface with the City of Albuquerque staff. Describe resources to be drawn from in order to complete tasks.

### 2.2 Cost Proposal Format, Section Two

**2.2.1 Total Cost:** Submit one (1) original and one (1) copy of your Cost Proposal, in a **separate** binder, or folder distinctly marked with the following information, in a "spread sheet" format as given in the example provided in Appendix A, and attached hereto.

**2.2.2 The cost proposal should contain** at least the following information:

- The cost for the entire project broken down by the activities or steps shown on the project schedule.
- Estimated periodic billing to the City based on the cost of the deliverable items.
- Cost or pricing details should be shown by task. This might include, but is not limited to:
  - Hours by category, hourly rates, and total labor broken out by professional and other labor. Rates are to include all overhead and profit.
  - Purchased materials, unit costs, and quantities.
  - Travel, lodging, and other direct expenses.
  - Subcontract costs if applicable, and additional consulting beyond the scope of the described tasks (if requested).

**2.2.3 Offerors should show detailed costs** by task and number of hours dedicated to each task as listed in the specifications.

**2.2.4 An example** of the preferred format is contained in Appendix A, attached hereto as described above. Your response to this section will be used in performing a cost/price analysis.

**2.2.5 All Costs:** All costs to be incurred and billed to the City should be described by the Offeror for each item, to allow for a clear evaluation and comparison, relative to other offers received. The Offeror should understand that the City will not pay for any amounts not included -- for example, insurance or taxes -- and that liability for items not included remains with the Offeror.

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**PART 3**  
**SCOPE OF SERVICES**

**3.1 General Overview.** The purpose of this proposal is to develop a contract to provide scientific services in the analysis of the ozone concentrations in Albuquerque.

**3.2 Specific Tasks.** The contractor shall provide the following deliverables by the specified due date as indicated below:

**3.2.1 Episode selection and modeling protocol.**

**3.2.1.1** Within 30 days after execution of the agreement, a Quality Assurance Project Plan (QAPP), which complies with the guidelines entitled, "EPA Requirements for Quality Assurance Project Plans for Environmental Data Operations," EPA QA/R5, shall be submitted for approval. More information is available at [http://www.epa.gov/fedfac/documents/intergov\\_qual\\_task\\_force.htm](http://www.epa.gov/fedfac/documents/intergov_qual_task_force.htm).

As specified in the Programmatic Conditions associated with Air Pollution Control Program Assistance Agreement No. A-00615806-1, the QAPP must be approved prior to conducting ozone modeling environmental work.

**3.2.1.2** Data analysis of July 2003 and July 2005 ozone episodes.

**3.2.1.3** Selection of most appropriate episode(s) for analysis with consultation from AQD and the Environmental Protection Agency (EPA).

**3.2.1.4** Develop a modeling protocol in accordance with the latest EPA guidance (draft or official) for preparation and performance of photochemical modeling of selected episode.

**3.2.1.5** Biweekly status conference call and/or meeting between contractor principal staff and AQD staff to discuss episode selection and development of modeling protocol.

**3.2.1.6** Deliverable report on episode selection and modeling protocol.

**3.2.2 Meteorological data.**

**3.2.2.1** Develop or acquire gridded meteorological data (using a mesoscale meteorological model such as MM5 and boundary conditions from NCEP's NAM/ETA) appropriate for use in photochemical modeling for at least one of the episodes identified above for the modeling domain identified in the modeling protocol using the grid spacing defined in the modeling protocol.

**3.2.2.2** Evaluate performance of the meteorological model by comparing model output to observed surface and radiosonde meteorological data.

**3.2.2.3** Biweekly status conference call between contractor principal staff and AQD to discuss development of meteorological data set.

**3.2.2.4** Deliverable model-ready metrological data, in electronic format, and report documenting meteorological data processing and model performance evaluation.

### **3.2.3 Emissions modeling.**

**3.2.3.1** Develop emissions input for base case photochemical modeling using NEI and AQD emissions inventory, an appropriate emissions processor such as SMOKE or EPS to allocate, speciate, and control emissions as well as to generate biogenic emissions.

**3.2.3.2** Develop future year (2010) emissions for future year photochemical modeling by growing base case inventory and other justified methodologies/systems such as EGAS.

**3.2.3.3** Quality assure process emissions data to identify possible errors.

**3.2.3.4** Biweekly status conference call between contractor principal staff and AQD to discuss emissions inventory processing.

**3.2.3.5** Deliverable model-ready emissions data, in electronic format, and report documenting emissions modeling and quality assurance.

### **3.2.4 Ozone Modeling.**

**3.2.4.1** Complete base case photochemical modeling for selected episode(s).

**3.2.4.2** Evaluate performance of base case model by comparing model output to 1-hour and 8-hour ozone concentrations recorded by AQD ozone monitors.

**3.2.4.3** Biweekly status conference call between contractor principal staff and AQD on ozone modeling.

**3.2.4.4** Deliverable report documenting the results and evaluating the performance of the base case photochemical modeling as well as all model input and output files in electronic format.

### **3.2.5 Source contribution analysis.**

**3.2.5.1** If the July 2005 episode is selected, evaluate transport versus local emissions contributions to ozone generation using control runs or other appropriate methodology as justified in the draft modeling protocol. That is, answer the question, "How much lower would ozone values have been without smoke from wildfires?"

**3.2.5.2** If the July 2003 episode is selected, use Ozone Source Apportionment Technology to determine source location(s) and contributions of ozone and/or precursor chemical transport. Also evaluate transport versus local emissions contribution to ozone generation using appropriate methodology as justified in the draft modeling protocol.

**3.2.5.3** Biweekly status conference call between contractor principal staff and AQD to discuss progress on source contribution analysis.

**3.2.5.4** Deliverable report on source contribution analysis.

### **3.2.6 Future year modeling.**

**3.2.6.1** Project emissions for the year 2010 using MOBILE6, NONROAD, and/or other appropriate projection systems as justified in the modeling protocol.

**3.2.6.2** Complete future year (2010) photochemical modeling.

**3.2.6.3** Biweekly status conference call between contractor principal staff and AQD to discuss future year modeling.

**3.2.6.4** Deliverable report on future year modeling, as well as all model input and output files in electronic format.

### **3.2.7 VOC/NO<sub>x</sub> sensitivity analysis.**

**3.2.7.1** Test the sensitivity of ozone levels in Albuquerque to additional emissions of VOCs as justified in the modeling protocol.

**3.2.7.2** Test the sensitivity of ozone levels in Albuquerque to the addition and removal of point sources of NO<sub>x</sub> as justified in the modeling protocol.

**3.2.7.3** Biweekly status conference call between contractor principal staff and AQD staff to discuss VOC/ NO<sub>x</sub> sensitivity analysis.

**3.2.7.4** Deliverable report on VOC/ NO<sub>x</sub> sensitivity analysis and all associated model input and output files in electronic format.

## **3.3 Final deliverables.**

**3.3.1 Project report** in electronic and printed versions that includes executive summaries and detailed descriptions and analyses for all of the following topics:

**3.3.1.1** Input to meteorological model and performance of meteorological model in comparison to observed meteorological data.

**3.3.1.2** Emissions inventory and modeling, including deficiencies, assumptions, methodologies and model(s) used for both base case run and future year study.

**3.3.1.3** Performance of base case photochemical model in comparison to observed ozone concentrations.

**3.3.1.4** Methodologies and results of source contribution analysis as well as interpretations of the results and reasoning used in interpretations.

**3.3.1.5** Input, methodology, and results of future year study referring to Section 3.3.1.2, emissions inventory and modeling, as needed.

**3.3.1.6** Methodologies, results, and reasoning behind interpretations of VOC/NO<sub>x</sub> sensitivity analysis.

**3.3.2** **Formal presentation** by contractor principal staff of results to AQD staff and other interested parties to be held in Albuquerque, New Mexico.

**3.3.3** **Finalized modeling input and output files** in electronic format.

**3.3.4** **AQD staff training** on how to perform additional model runs that examine VOC/NO<sub>x</sub> sensitivity.

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## **PART 4 EVALUATION OF OFFERS**

**4.1 Selection Process.** The Mayor of Albuquerque shall name, for the purpose of evaluating the proposals, an Ad Hoc Advisory Committee. On the basis of the evaluation criteria established in this RFP, the committee shall submit to the Mayor a list of qualified firms in the order in which they are recommended. Proposal documentation requirements set forth in this RFP are designed to provide guidance to the Offeror concerning the type of documentation that will be used by the Ad Hoc Advisory Committee. Offerors should be prepared to respond to requests by the Purchasing Office on behalf of the Ad Hoc Advisory Committee for oral presentations, facility surveys, demonstrations or other areas deemed necessary to assist in the detailed evaluation process. Offerors are advised that the City, at its option, may award this request on the basis of the initial offers.

**4.2 Evaluation Criteria.** The following general criteria, not listed in order or significance, will be used by the Ad Hoc Advisory Committee in recommending contract award to the Mayor. The proposal factors will be rated on a scale of **0-1000** with weight relationships as stated below.

### **4.2.1 Evaluation Factors:**

**100** -- The Offeror's general approach and plans to meet the requirements of the RFP.

**200** --The Offeror's detailed plans to meet the objectives of each task, activity, etc. on the required schedule.

**200** -- Experience and qualifications of the Offeror and personnel as shown on staff resumes to perform tasks described in Part 3, Scope of Services.

**100** -- Adequacy of proposed project management and resources to be utilized by the Offeror.

**200** --The Offeror's past performance on projects of similar scope and size.

**100** -- The overall ability of the Offeror, as judged by the evaluation committee, to successfully complete the project within the proposed schedule. This judgment will be based upon factors such as the project management plan and availability of staff and resources.

**100** -- Cost Proposal – The costs proposed by the Contractor as described in Section 2.2 of this RFP to perform the tasks listed in Part3, Scope of Services. The evaluation of this section will occur after the technical evaluation, based on a cost/price analysis.

**4.2.2 Cost/Price Factors:** The evaluation of cost factors in the selection will be determined by a cost/price analysis using your proposed figures. Please use the format described in Appendix A. Proposed costs will be evaluated not only to determine if the estimate is reasonable, realistic, and cost effective, but also, the Offeror's ability to organize and perform the services. Please note that the lowest cost is not the sole criterion for recommending contract award.

**4.2.3 Cost Evaluation.** The cost/price evaluation will be performed by the City Purchasing Division or designee. A preliminary cost review will ensure that each Offeror has complied with all cost instructions and requirements. In addition, proposals will be examined to ensure that all proposed elements are priced and clearly presented. Cost proposals that are incomplete or reflect significant inconsistencies or inaccuracies will be scored accordingly or may be rejected by the Ad Hoc Advisory Committee if lacking in information to determine the value/price/cost relative to the services proposed.

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**PART 5  
DRAFT AGREEMENT**

**THIS AGREEMENT** is made and entered into this \_\_\_ day of \_\_\_\_\_, 20\_\_ by and between the City of Albuquerque, New Mexico a municipal corporation, (hereinafter referred to as the "City"), and \_\_\_\_\_, hereinafter referred to as the "Contractor"), a \_\_\_\_\_, whose address is \_\_\_\_\_.

**RECITALS**

**WHEREAS**, the City has adopted a Five Year Goal Plan that provides for the protection and enhancement of Albuquerque's natural environment including healthy air quality levels for current and future generations; and

**WHEREAS**, the City has received federal funds from the U. S. Environmental Protection Agency for the scientific analysis of ozone levels; and

**WHEREAS**, extensive, specialized scientific services are required to evaluate air quality emissions data collected by the City in order to determine factors contributing to ozone levels and to provide guidance for the development of future regulations; and

**WHEREAS**, the City issued a Request For Proposals for the Environmental Health Department, Solicitation Number RFP2006-010-SV, title "Ozone Modeling Analysis", dated 27 January 2006, which is attached hereto as Exhibit A, and by this reference made a part of this Agreement; and

**WHEREAS**, the Contractor submitted its proposal, dated \_\_\_\_\_, in response to RFP2006-010-SV, which proposal is attached hereto as Exhibit B, and by this reference made a part of this Agreement; and

**WHEREAS**, the City desires to engage the Contractor to render certain services in connection therewith, and the Contractor is willing to provide such services.

**NOW, THEREFORE**, in consideration of the premises and mutual obligations herein, the parties hereto do mutually agree as follows:

**1. Scope of Services.** The Contractor shall perform the following services (hereinafter the "Services") in a satisfactory and proper manner, as determined by the City:

**Provide ozone modeling analysis** in accordance with Exhibit A.

**2. Time of Performance.** Services of the Contractor shall commence on the date of final execution of this Agreement and shall be undertaken and completed in such sequence as to assure their expeditious completion in light of the purposes of this Agreement; provided, however, that in any event, all of the Services required hereunder shall be completed by September 30, 2006.

This Agreement may be extended for up to one (1) additional one-year period upon written agreement of the parties.

**3. Compensation and Method of Payment.**

**A. Compensation.** For performing the Services specified in Section 1 hereof, the City agrees to pay the Contractor up to the amount of One Hundred Twenty Thousand Dollars (\$120,000), which amount includes any applicable gross receipts taxes and which amount shall constitute full and complete compensation for the Contractor's Services under this Agreement, including all expenditures made and expenses incurred by the Contractor in performing such Services.

**B. Method of Payment.** Such amount shall be paid to the Contractor at the rates indicated and upon completion of each task and submittal of associated final deliverables. Payment shall be made to the Contractor upon receipt by the City of a properly documented requisition for payment as determined by the budgetary and fiscal guidelines of the City and on the condition that the Contractor has accomplished the Services to the satisfaction of the City.

**C. Appropriations.** Notwithstanding any other provisions in this Agreement, the terms of this Agreement are contingent upon the City Council of the City of Albuquerque making the appropriations necessary for the performance of this Agreement. If sufficient appropriations and authorizations are not made by the City Council, this Agreement may be terminated at the end of the City's then current fiscal year upon written notice given by the City to the Contractor. Such event shall not constitute an event of default. All payment obligations of the City and all of its interest in this Agreement will cease upon the date of termination. The City's decision as to whether sufficient appropriations are available shall be accepted by the Contractor and shall be final.

**4. Independent Contractor.** The Contractor is considered as an independent contractor at all times in the performance of the services described in Section 1. The Contractor further agrees that neither it nor its employees are entitled to any benefits from the City under the provisions of the Workers' Compensation Act of the State of New Mexico, or to any of the benefits granted to employees of the City under the provisions of the Merit System Ordinance as now enacted or hereafter amended.

**5. Personnel.**

**A.** The Contractor represents that it has, or will secure at its own expense, all personnel required in performing all of the Services required under this Agreement. Such personnel shall not be employees of or have any contractual relationships with the City.

**B.** All the Services required hereunder will be performed by the Contractor or under its supervision and all personnel engaged in the work shall be fully qualified and shall be authorized or permitted under state and local law to perform such Services.

**C.** None of the work or Services covered by this Agreement shall be

subcontracted without the prior written approval of the City. Any work or Services subcontracted hereunder shall be specified by written contract or agreement and shall be subject to each provision of this Agreement.

6. **Indemnity.** The Contractor agrees to defend, indemnify, and hold harmless the City and their officials, agents, and employees from and against any and all claims, actions, suits, or proceedings of any kind brought against said parties for or on account of any matter arising from the Services performed by the Contractor under this Agreement. The indemnity required herein shall not be limited by reason of the specification of any particular insurance coverage in this Agreement.

7. **Bonds and Insurance.** The Contractor shall not commence any work under this Agreement until the insurance required in Exhibit A, Section 1.25, has been obtained and the proper certificates (or policies) have been submitted to the City.

8. **Discrimination Prohibited.** In performing the Services required hereunder, the Contractor shall not discriminate against any person on the basis of race, color, religion, gender, sexual preference, sexual orientation, national origin or ancestry, age, physical handicap or disability, as defined in the Americans With Disabilities Act of 1990, as currently enacted or hereafter amended.

9. **ADA Compliance.** In performing the Services required hereunder, the Contractor agrees to meet all the requirements of the Americans With Disabilities Act of 1990 (the "ADA"), which are imposed directly on the Contractor or which would be imposed on the City as a public entity. The Contractor agrees to be responsible for knowing all applicable rules and requirements of the ADA and to defend, indemnify and hold harmless the City, its officials, agents and employees from and against any and all claims, actions, suits or proceedings of any kind brought against said parties as a result of any acts or omissions of the Contractor or its agents in violation of the ADA.

10. **Reports and Information.** At such times and in such forms as the City may require, there shall be furnished to the City such statements, records, reports, data and information, as the City may request pertaining to matters covered by this Agreement. Unless authorized by the City, the Contractor will not release any information concerning the work product including any reports or other documents prepared pursuant to the Agreement until the final product is submitted to the City.

11. **Establishment and Maintenance of Records.** Records shall be maintained by the Contractor in accordance with applicable law and requirements prescribed by the City with respect to all matters covered by this Agreement. Except as otherwise authorized by the City, such records shall be maintained for a period of three (3) years after receipt of final payment under this Agreement.

12. **Audits and Inspections.** At any time during normal business hours and as often as the City may deem necessary, there shall be made available to the City for examination all of the Contractor's records with respect to all matters covered by this Agreement. The Contractor shall permit the City to audit, examine, and make excerpts or transcripts from such records, and to make audits of all contracts, invoices, materials, payrolls, records of personnel, conditions of employment and other data relating to all matters covered by this Agreement. The Contractor may be required to

provide such information and records and appear as a witness in hearings for the City's Board of Ethics and Campaign Practices pursuant to Article XII, Section 8 of the Albuquerque City Charter.

**13. Publication, Reproduction and Use of Material.** No material produced in whole or in part under this Agreement shall be subject to copyright in the United States or in any other country. The City shall have unrestricted authority to publish, disclose, distribute and otherwise use, in whole or in part, any reports, data or other materials prepared under this Agreement.

**14. Compliance with Laws.** In providing the Scope of Services outlined herein, the Contractor shall comply with all applicable laws, ordinances, and codes of the Federal, State, and local governments.

**15. Fly America Requirements.** The Contractor shall comply with the General Services Administration's regulations at 41 CFR Part 301-10, which provide that recipients and sub-recipients of federal funds and their Contractors are required to use US Flag air carriers for U.S. Government financed international air travel and transportation of their personal effects or property, to the extent such service is available, unless traveled by foreign air carrier as a matter of necessity, as defined by the Fly America Act. The Contractor shall submit, if a foreign air carrier is used, an appropriate certification or memorandum adequately explaining why service by a U.S. Flag air carrier was not available or why it was necessary to use a foreign air carrier and shall, in any event, provide a certificate of compliance with the Fly America requirements. The Contractor agrees to include the requirements in this section in all subcontracts that may involve international air transportation.

**16. Energy Conservation:** The Contractor shall comply with mandatory standards and policies relating to energy efficiency that are contained in applicable State energy conservation plans issued in compliance with the Energy Policy and Conservation Act, Pub. L. 94-163, 89 Stat. 871.

**17. Environmental:** The Contractor shall comply with all applicable standards, orders, or requirements issued under Section 306 of the Clean Air Act, 42 USC 1857(h), Section 508 of the Clean Water Act, 33 USC 1368, Executive Order 11738, and Environmental Protection Agency regulations, 40 CFR Part 15.

**18. Prohibition Against Use of Federal Funds for Lobbying:** The Contractor shall abide by the applicable OMB Circular (A-21, A-87, or A-122), which prohibits the use of Federal funds for litigation against the United States. The contractor further agrees to comply with "New Restrictions on Lobbying," 40 CFR Part 34, and the Administrative Conditions associated with Federal assistance agreements provided under the Federal Grants and Cooperative Agreement Act of 1997, which require the submission of lobbying certification form . The form is attached as Appendix A and can be accessed at <http://www.epa.gov/ogd/AppKit/form/Lobbying.pdf>.

**19. Privacy:** The Contractor agrees to comply with all applicable terms in the Privacy Act of 1974; will notify the government when the Contractor anticipates operating a system of records on behalf of the government in order to implement the proposal if such system contains information about the individuals retrievable by the individual's name or other identifier; and will include in any subcontract the Privacy Act notifications above.

**20. Minority/Women’s Business Enterprise Utilization:** The City of Albuquerque Environmental Health Department, Air Quality Division, is committed to using minority and women’s business in contracting opportunities in accordance with 40 CFR Part 31 and the Administrative Conditions associated with Federal assistance agreements provided under the Federal Grants and Cooperative Agreement Act of 1997. The contractor agrees to ensure, to the fullest extent possible, that the applicable “fair share” objectives of Federal funds for prime contracts or subcontracts for supplies, construction, equipment or services are made available to organizations owned or controlled by socially and economically disadvantaged individuals, women, disabled Americans, historically Black colleges and universities, colleges and universities having a student body in which 40% or more of the students are Hispanic, minority institutions having a minority student body of 50% or more, and private and voluntary organizations controlled by individuals who are socially and economically disadvantaged. The contractor accepts the following applicable MBE/WBE “fair share” goals/objectives as negotiated with the U.S. Environmental Department:

MBE:	Construction 37%	Supplies 26%	Services 25%	Equipment 26%
WBE:	Construction 8%	Supplies 33%	Services 35%	Equipment 33%

If applicable, the contractor agrees to include the aforementioned “fair share” MBE/WBE goals/objectives in its bid documents for subcontracts.

**21. Responsibilities of Participants Regarding Transactions:** The Contractor shall fully comply with Subpart C of 40 CFR Part 32, entitled “Responsibilities of Participants Regarding Transactions” where the Contractor is responsible for ensuring that lower tier covered transaction, as described in Subpart B of 40 CFR Part 32 includes a term or condition requiring compliance with Subpart C.

**22. Debarment and Suspension:** In accordance with Appendix A to 40 CFR Part 32, the clause entitled, “Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transactions” will be included, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions as follows:

- (1) The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
- (2) Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participants shall attach an explanation to this proposal.

**23. No Government Obligation to Third Parties:** Notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of this Agreement, absent the express written consent by the Federal Government, the Federal Government is not a party to this Agreement and shall not be subject to any obligations or liabilities to the City, Contractor, or any other party (whether or not a party to this Agreement) pertaining to any matter resulting from this Agreement. The Contractor shall include the above clause in each subcontract and shall not modify the clauses, except to identify the subcontractor who will be subject to its provisions.

**24. Program Fraud & False or Fraudulent Statements and Related Acts:** The provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. 3801 *et seq.* shall apply to actions pertaining to this Agreement. By executing this offer, the contractor affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the Federal assisted project for which this Agreement work is being performed. In addition to other penalties that may be applicable, the contractor further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the federal government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on the Contractor to the extent the federal government deems appropriate.

**25. Notice of Federal Requirements:** The Contractor understands that Federal requirements may change and the changed requirements will apply to the proposal as required.

**26. Changes.** The City may, from time to time, request changes in the Scope of Services of the Contractor 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 City and the Contractor, shall be incorporated in written amendments to this Agreement.

**27. Assignability.** The Contractor shall not assign any interest in this Agreement and shall not transfer any interest in this Agreement (whether by assignment or novation), without the prior written consent of the City thereto.

**28. Termination for Cause.** If, through any cause, the Contractor shall fail to fulfill in a timely and proper manner its obligation under this Agreement or if the Contractor shall violate any of the covenants, agreements, or stipulations of this Agreement, the City shall thereupon have the right to terminate this Agreement by giving five (5) days written notice to the Contractor of such termination and specifying the effective date of such termination. In such event, all finished or unfinished documents, data, and reports prepared by the Contractor under this Agreement shall, at the option of the City, become its property, and the Contractor shall be entitled to receive just and equitable compensation for any work satisfactorily completed hereunder. Notwithstanding the above, the Contractor shall not be relieved of liability to the City for damages sustained by the City by virtue of any breach of this Agreement by the Contractor, and the City may withhold any payments to the Contractor for the purposes of set-off until such time as the exact amount of damages due the City from the Contractor is determined.

**29. Termination for Convenience of City.** The City may terminate this Agreement at any time by giving at least fifteen (15) days notice in writing to the Contractor. If the Contractor is terminated by the City as provided herein, the Contractor will be paid an amount which bears the same ratio to the total compensation as the Services actually performed bear to the total Services of the Contractor covered by this Agreement, less payments of compensation previously made. If this Agreement is terminated due to the fault of the Contractor, the preceding section hereof relative to termination shall apply.

**30. Construction and Severability.** If any part of this Agreement is held to be invalid or unenforceable, such holding will not affect the validity or enforceability of any other part of this Agreement so long as the remainder of the Agreement is reasonably capable of completion.

31. **Enforcement.** The Contractor agrees to pay to the City all costs and expenses including reasonable attorney's fees incurred by the City in exercising any of its rights or remedies in connection with the enforcement of this Agreement.

32. **Entire Agreement.** This Agreement contains the entire agreement of the parties and supersedes any and all other agreements or understandings, oral or written, whether previous to the execution hereof or contemporaneous herewith.

33. **Applicable Law.** This Agreement shall be governed by and construed and enforced in accordance with the laws of the State of New Mexico, and the laws, rules and regulations of the City of Albuquerque.

34. **Approval Required.** This Agreement shall not become effective or binding until approved by the City's Chief Administrative Officer.

**IN WITNESS WHEREOF**, the City and the Contractor have executed this Agreement as of the date first above written.

**CITY OF ALBUQUERQUE**

**CONTRACTOR:**

**Approved By:**

**By:** \_\_\_\_\_

\_\_\_\_\_  
**Bruce J. Perlman, PhD**  
**Chief Administrative Officer**

**Title:** \_\_\_\_\_

**Date:** \_\_\_\_\_

**Date:** \_\_\_\_\_

**Fed Tax ID No:** \_\_\_\_\_

**State Tax ID No:** \_\_\_\_\_

\_\_\_\_\_  
**Alfredo Robert Santistevan, Director**  
**Environmental Health Department**

**Date:** \_\_\_\_\_

**EXHIBIT A**  
**CITY OF ALBUQUERQUE REQUEST FOR PROPOSALS**

**EXHIBIT B**  
**OFFEROR'S PROPOSAL**

## APPENDICES

<b>Appendix A</b>	<b>Certification Regarding Lobbying</b>	<b>A-1</b>
<b>Appendix B</b>	<b>Cost Proposal Forms (Examples)</b>	<b>B-1</b>
	<b>Project Schedule (or Project List)</b>	<b>B-2</b>

**APPENDIX A**  
**CERTIFICATION REGARDING LOBBYING**  
**Certification for Contracts, Grants, Loans, and Cooperative Agreements**

The undersigned certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

\_\_\_\_\_  
Typed Name and Title of Authorized Representative

\_\_\_\_\_  
Signature of Authorized Representative (Date)

**Appendix B - Cost per Task Breakdown**

RFP Number and Title: RFP06-010-SV, "Ozone Modeling Analysis"																		
	Principal	Design/Fiscal (\$355)	Staff (\$35)	Direct Costs	Principal	Associate Planner (\$75)	Urban Designer (\$65)	Staff (\$45)	Direct Costs	Principal	Staff Engineer (\$60)	Technician (\$40)	Direct Costs	Principal	Staff (\$40)	Direct Costs	Dr. X	
<b>Phase A - Goals and Issues</b>																	<b>Totals</b>	
A.1 Review Existing Planning	1,050	660				450								900				
A.2 Review Existing Infrastructure	1,050					450			4,410	1,200	400			900				
A.3 Goals and Objectives	1,400		210		200	600								540				
A.4 Establish Public Participation	1,400		210															
A.5 Establish Multi-Cultural Forum	840		175													1,000		
<b>Phase A Subtotals</b>	<b>\$8,995</b>			<b>\$505</b>	<b>\$1,700</b>				<b>\$500</b>	<b>\$6,010</b>			<b>\$2,340</b>		<b>\$500</b>	<b>\$1,000</b>	<b>\$19,550</b>	
<b>Phase B - Sub Area(s) Development</b>																		
B.1 Economic Trends	4,200	660	210			300								900	500			
B.2 Map Benefits & Constraints	580	2,200				600			900	600	2,000			540				
B.3 Overlay Public/Private Plans	580	2,750				300			900	600	800			540				
B.4 Coordinate Other Studies	1,880					300								540				
B.5 Service Level Perf. Standards	1,680													2,700				
B.6 Regional/Sub-Area Issues	840													1,800	500			
B.7 Building Common Vision	3,150		210		200	600			1,800		800			540			1,000	
B.8 Dev. Scenarios/Charette	2,940	2,750	210		4,000	9,225	7,670	6,390	4,500	3,000				2,700			2,000	
B.9 Infrastructure/Service Neds	1,050	660				660				3,600	2,400			540				
B.10 Fiscal Impacts	1,680	5,500							900		800			540	500			
B.11 Community Review	2,800	660			800	600			900		800			720			1,000	
B.12 Preferred Scenario	1,050	825	175		400	1,200	1,040	1,080						720				
<b>Phase B Subtotals</b>	<b>\$39,000</b>			<b>\$1,500</b>	<b>\$35,305</b>				<b>\$4,195</b>	<b>\$25,300</b>			<b>\$2,000</b>	<b>\$14,280</b>		<b>\$1,000</b>	<b>\$4,000</b>	<b>\$126,500</b>
<b>Phase C - Sub Area(s) Implementation</b>																		
C.1 Regional Agency Strategy	2,800		350		100	300								3,150				
C.2 Sub Area Strategy	2,800		350		100	300								3,330				
C.3 Funding Approaches	2,800	220	350			300				300	400			2,700				
C.4 Action Strategy (& Final Report)	3,850		1,400		200	300								2,700	1,000		1,000	
<b>Phase C Subtotals</b>	<b>\$14,920</b>			<b>\$1,080</b>	<b>\$1,600</b>			<b>\$500</b>	<b>\$700</b>			<b>\$12,880</b>		<b>\$1,000</b>	<b>\$1,000</b>		<b>\$33,680</b>	
<b>Grand Totals</b>	<b>\$64,000</b>				<b>\$43,800</b>					<b>\$34,010</b>			<b>\$32,000</b>		<b>\$6,000</b>		<b>\$179,810</b>	

Note: Direct Costs include printing, travel, materials, etc.  
 Project totals include fees and direct costs, NM Gross Receipts Tax has not been included. (NMGR= \$10,451)  
 All Subcontractor costs have been identified.

**Appendix B - Project Schedule  
(or Project List)**

T A S K S	M O N T H S											
	1	2	3	4	5	6	7	8	9	10	11	12
<b>Analysis, Goals and Issues</b>												
Review Existing Planning												
Review Existing Infrastructures												
Goals and Objectives with City												
Public Participation												
Establish Multi-Cultural Forum												
<b>Sub-Area(s) Development</b>												
Social and Economic Trends												
Maps Benefits and Constraints												
Overlay Public/Private Plans												
Coordination with Other Studies												
Service Level Standards												
Regional, Sub-Area Issues												
Development Scenarios (Workshop)												
Infrastructure Service Needs/Costs												
Fiscal Impact Analysis												
Preferred Development Scenario												
<b>Sub-Area Implementation</b>												
Regional Agency Strategy												
Sub-Area strategy												
Funding Approaches												
Action Strategy												
<b>Meetings</b>												
Inter-Agency Technical Team	■		■			■		■		■		■
Public/Neighborhood			■			■		■		■		■
City Staff (Monthly)	■	■	■	■	■	■	■	■	■	■	■	■
Multi-Cultural Forum	■		■			■		■		■		■