

Albuquerque Bernalillo County Water Utility Authority

Request for Proposals

Solicitation Number: RFP 2008-004-TC

**Water Quality Protection Board – Integrating Surface Water
And Ground Water Regulations**



Due Date:
November 7, 2007 NLT 4:00 p.m. MDT
The time and date proposals are due shall be strictly observed.

Albuquerque Bernalillo County Water Utility Authority
Purchasing Office
9/14/2007

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INTRODUCTION

The purpose of this Request for Proposal (RFP) is to solicit responses from qualified individuals to provide services to add Surface Water Protection to the existing Groundwater Protection Proposal and Action Plan (GPPAP). The selected contractor shall work with the Water Quality Protection Board (WQPB) to identify threats, develop a surface water protection plan and integrate the surface water plan with the existing ground water protection plan.

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PART 1

INSTRUCTIONS TO OFFERORS

1.1 RFP Number and Title: RFP2008-004-TC, “Integrating Surface Water And Ground Water Regulations”

1.2 Proposal Due Date: November 7, 2007 - NLT 4:00 PM (Local Time)
The time and date proposals are due shall be strictly observed.

1.3 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 Scope of Services, for the preparation of their offer or in the management of business if awarded this contract.

1.4 Purchasing Office: This RFP is issued by the Albuquerque Bernalillo County Water Utility Authority Purchasing Office, which is the sole point of the contact during the procurement process.

1.5 Authority: The Albuquerque Bernalillo County Water Utility Authority, pursuant to Laws 2003, Chapter 437, codified as NMSA 1978, Section 72-1-10, is granted all powers to carry out and effectuate its public and corporate purposes. To this end, the Authority has adopted the City of Albuquerque Public Purchases Ordinance. It is intended that this ordinance shall govern the purchasing transactions of the Authority.

1.6 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:

1.6.1 City Public Purchases Ordinance

1.6.2 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.

1.6.3 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 relating to the enforcement of civil rights. Offeror additionally certifies to abide by and cooperate in the implementation of the policies and practices set forth in the City Affirmative Action Plan. Questions regarding civil rights or affirmative action compliance requirements should be directed to the City of Albuquerque Human Rights Division, Community Services Department.

1.6.4 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.

1.6.5 Insurance 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.

1.7 Authority Contact: The sole point of contact for this Request for Proposals is the Albuquerque Bernalillo County Water Utility Authority Purchasing Office. Contact the following individual regarding this RFP:

- Thomas Courtin, Senior Buyer,
- Phone: (505) 768-3504 or E-Mail: tkcourtin@cabq.gov
- Post Office Box 1293, Rm. 7012, Albuquerque, New Mexico 87103

1.8 Contract Management: The contract resulting from this RFP will be managed by the Albuquerque Bernalillo County Water Utility Authority.

1.9 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 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 of 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. (Oral explanations or instructions given prior to award at any time are not binding.)

1.10 Submission of Offers: The offeror's sealed proposal must be in the format outlined in Part II of this proposal and mailed or delivered pursuant to the following requirements:

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

- 1.10.1.1 Name and address of offeror
- 1.10.1.2 Closing Date and Time
- 1.10.1.3 Request for Proposal Number
- 1.10.1.4 Title of Procurement

1.10.2 Ship, Deliver or Hand Carry Sealed Offers to: The Albuquerque Bernalillo County Water Utility Authority, City /County Government Center, 5th Floor Room 5012, One Civic Plaza, N.W., Albuquerque, New Mexico 87102. Mark all packages as stated above.

1.10.3 Mail Sealed Responses to: Albuquerque Bernalillo County Water Utility Authority, Post Office Box 1293, Room 5012, Albuquerque, New Mexico 87103. (Certified Mail is recommended). The Authority shall not be responsible for the failure of mailed offers to actually be received by the Authority by 4:00 p.m. of the day of closing.

Note: The Authority picks up mail at the post office **once** every morning at 9:00 AM (Local Time). **ALL SEALED PROPOSALS MUST BE RECEIVED BY THE THE ALBUQUERQUE BERNALILLO COUNTY WATER UTILITY AUTHORITY AS SPECIFIED HEREIN.**

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

1.10.5 Submit 1 original and 5 copies of your Technical Proposal. Submit 1 original and 1 copy of your Cost Proposal.

1.10.6 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.

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

1.11 Receipt of Proposals: The only acceptable evidence to establish the time of receipt of proposals at the Albuquerque Bernalillo County Water Utility Authority Office is the time date stamp of such office on the proposal wrapper or other documentary evidence of receipt maintained by the office.

1.12 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.

1.13 Modifications to Scope of Work: In the event that sufficient funds do not become available to complete each task in the scope of work, the scope of work may be amended, based upon the cost breakdown required in the cost proposal.

1.14 Award of Contract:

1.14.1 When Award Occurs: Award of contract occurs when a Purchase Order is issued or other written evidence of notice to proceed by the Authority is provided to the Offeror. A Recommendation of Award does not constitute award of contract.

1.14.2 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 Authority as set forth in the Evaluation Criteria.

1.14.3 Contract Term: The contract term shall be for a period of 4 years from date of execution of the contract by the Executive Director of the Authority. This contract term may be extended at the option of the Authority and with the approval by the Executive Director.

1.14.4 Type of Contract: Firm fixed price.

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

1.14.6 Evaluation period: The Authority 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.

1.14.7 Evaluation Assistance: The Authority, in evaluating proposals, reserves the right to use any assistance deemed advisable, including Authority contractors and consultants.

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

1.14.9 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 Authority.

1.14.10 Negotiations: Negotiations may be conducted with the offeror(s) recommended for award of contract.

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

1.16 Proprietary Data: This Request for Proposals shall be open to public inspection after award of contract, except to the extent the offeror designates trade secrets or other proprietary data to be confidential. Material so designated shall accompany the proposal and each page shall be clearly marked and readily separable from the proposal in order to facilitate public inspection of the nonconfidential portion of the proposal. Prices and makes and models or catalog numbers of the items offered, deliveries, and terms of payment shall be publicly available regardless of any designation to the contrary. The Authority will endeavor to restrict distribution of the material designated as confidential or proprietary to only those individuals involved in the review and analysis of the proposals. Offerors are cautioned that materials designated as confidential may nevertheless be subject to disclosure under the New Mexico Inspection of Public Records Act (Sections 14-2-1 et seq, NMSA 1978).

1.17 Local and Resident Preference: A preference for local and state businesses is available under the City of Albuquerque Public Purchases Ordinance, for this procurement. The "LOCAL PREFERENCE CERTIFICATION FORM" and instructions are attached as an Appendix to this Request for Proposals. If a completed Local Preference Certification Form, or a current and correct Resident Preference Number, or evidence to indicate that a company is a manufacturer (if applicable), is not received with the offeror's response a preference will not be applied for that offer. The Form, the Number, or other evidence will not be accepted after the deadline for receipt of proposals. For those offerors qualifying for the preference, a 1.05 multiplier will be applied to the total raw score. Only one preference will apply for this procurement. Local Preference supersedes all other preferences.

1.18 REQUEST FOR PROPOSALS (RFP) PROTEST PROCESS:

1.18.1 When: If the protest concerns the specifications for a competitive solicitation or other matters pertaining to the solicitation documents, it must be received by the Purchasing Officer no later than ten (working) days prior to the deadline for the receipt of offers.

1.18.2 Recommendation of Award: If the protest concerns other matters relating to this solicitation, the protest must be filed within ten (working) days after the receipt of notice of the Recommendation of Award.

1.18.3 Timely Protests: Protests must be received by the Purchasing Officer prior to the appropriate deadline as set out herein, or they will not be considered valid. The Purchasing Officer may waive the deadline for good cause, including a delay caused by the fault of the Authority. Late delivery by the U.S. Postal Service or other carrier shall not be considered good cause.

1.18.4 How to File: The protest shall be addressed to the Purchasing Officer, must be submitted in written form and must be legible. Protests may be hand-delivered or mailed. Facsimile, telephonic, telegraphic or electronic protests will not be accepted.

1.18.5 Required Information: The protest shall contain at a minimum the following;

- 1.18.5.1 The name and address of the protesting party;
- 1.18.5.2 The number of the competitive solicitation;
- 1.18.5.3 A clear statement of the reason(s) for the protest;
- 1.18.5.4 Details concerning the facts, which support the protest;
- 1.18.5.5 Attachments of any written evidence available to substantiate the claims of the protest; and
- 1.18.5.6 A statement specifying the ruling requested.

1.18.5.7 **Address Letters as follows:**

Purchasing Officer
Albuquerque Bernalillo County Water Utility Authority
Purchasing Division
P.O. Box 1293, Rm. 5012
Albuquerque, New Mexico 87103

Envelopes should clearly indicate:

RFP Number
PROTEST

1.18.6 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.

1.18.7 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.

1.19 BONDS and INSURANCE:

1.19.1 General Conditions: The Authority will require that the successful Offeror, referred to as the Contractor, procure and maintain at its expense during the term of the contract (agreement) 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 (agreement) and on the renewal of all coverage, the Contractor shall furnish to the Authority a certificate or certificates in form satisfactory to the Authority 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. With respect, to all coverages required other than professional liability or worker's compensation; the Authority shall be named an additional insured. All coverages afforded shall be primary with respect to operations provided.

1.19.2 Approval of Insurance: Even though the Contractor may have been given notice to proceed, it shall not begin any work under the agreement until the required insurance has been obtained and the proper certificates (or policies) filed with the Authority. Neither approval nor failure to disapprove certificates, policies, or the insurance by the Authority 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.

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

1.19.3.1 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 Authority by the Contractor and contractual liability coverage shall specifically insure the hold harmless provisions of this contract (agreement).

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.

Professional Liability Insurance. Professional liability insurance in an amount not less than \$1,000,000.00 per claim and aggregate.

1.19.3.4 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 Authority and comply with the Act should it employ three or more persons during the term of any Agreement resulting from this RFP.

1.19.4 Increased Limits: During the life of the contract (agreement) the Authority 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.

1.19.5 Goods Produced Under Decent Working Conditions. It is the policy of the Authority not to purchase, lease, or rent goods for use or for resale at Authority 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 Authority were produced under decent working conditions. The Authority 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.

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PART 2

PROPOSAL FORMAT

2.1 Technical Proposal Format, Section One

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 proposed Contract. Submit a statement of compliance with all laws stated herein. Submit a statement of agreement of the terms and conditions of the draft contract; 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 State relevant experience of the company and person(s) who will be actively engaged in the proposed project, including experience of subcontractors. Submit Résumé's for the individuals who will be performing the services for the Authority.

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 your relevant experience with other special districts, municipalities or government entities.

2.1.3 Proposed Approach to Tasks: Discuss fully your proposed approach to each of the tasks described in the Scope of Work, Part III of this RFP. Use charts to illustrate the number of hours dedicated to each task and who will be performing each task.

2.1.4 Management Summary: Describe individual staff and subcontractor's responsibilities with lines of authority and interface with the Authority staff. Describe resources to be drawn from in order to complete tasks. Illustrate the hours dedicated to each task and the individual(s)/firm(s) who will be performing each task.

2.2 Cost Proposal Format, Section Two

2.2.1 Total Cost: Submit one original and one copy of Section Two, 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 All Costs: All costs to be incurred and billed to the Authority 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 Authority will not pay any amount not included, which is identified separately as insurance or taxes of any kind; that liability for such items, remains with the Offeror, and that the proposed price quoted must include any such costs (including all applicable taxes) the Offeror wishes to have included in the transaction which must be described therein.

2.2.3 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 Authority 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, estimated 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).

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

2.2.5 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.

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PART 3
SCOPE OF SERVICES

3.1 Phase I Develop Draft Surface Water Quality Policy and Action Plan

- 3.1.1 Task 1: Meet with WQPB to discuss incorporation of surface water protection goals and policies into the existing ones for groundwater, and gather input on areas of particular concern.
- 3.1.2 Task 2: Research laws and regulations at all levels of government that are concerned with surface water quality.
- 3.1.3 Task 3: Identify and prioritize hazard potential to surface water quality in the region.
- 3.1.4 Task 4: Identify existing monitoring of surface water in the region.
- 3.1.5 Task 5: Identify existing programs and efforts to protect surface water quality.
- 3.1.6 Task 6: Produce a draft report on Tasks 1 through 5. Meet with WQPB to present the draft report and gather input.
- 3.1.7 Task 7: Using GPPAP as a guide, develop Goals, Policies, and Objectives that are related to surface water quality.
- 3.1.8 Task 8: Using GPPAP as a guide, develop Surface Water Quality Policy and Action Plan (SPPAP) as and addendum to the GPPAP, including estimated costs and timeline for staff and Board involvement.
- 3.1.9 Task 9: Produce a draft report on Tasks 7-8. Meet with WQPB and revise draft report based on input.
- 3.1.10 Task 10: If requested, assist in conducting public meetings on the draft SPPAP, as well as meeting with the City, County, and WUA Board toward adoption of the SPPAP.

3.2 Phase II Update Groundwater Protection Policy and Action Plan

- 3.2.1 Task 1: Meet with WQPB and Project Manager to discuss concerns and goals regarding groundwater protection that have arisen since adoption of the GPPAP, and identify areas for revision/expansion.
- 3.2.2 Task 2: Review regulations at all government levels for consistency with the current document.
- 3.2.3 Task 3: Modify the Goals, Policies and Objectives of the document so that they are consistent with new data and identify all that require review and protection.
- 3.2.4 Task 4: Produce a draft report based on Tasks 1-4. Meet with WQPB and revise draft report based on input.

3.3 Phase III Integrate Groundwater and Surface Water Protection Documents

- 3.3.1 Task 1: Integrate the draft SPPAP and GPPA0P.
- 3.3.2 Task 2: If requested, assist in conducting public meetings on the draft combined GPPAP and SPPAP, as well as meet with the City, County, and WUA Board toward adoption of the combined document.

PART 4

EVALUATION OF OFFERS

4.1 Selection Process. The Authority's Executive Director shall name, for the purpose of evaluating the proposals, an Ad Hoc Evaluation Committee. On the basis of the evaluation criteria established in this RFP, the committee shall submit to the Executive Director 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 Evaluation Committee. Offerors should be prepared to respond to requests by the Purchasing Office on behalf of the Ad Hoc Evaluation Committee for oral presentations, facility surveys, demonstrations or other areas deemed necessary to assist in the detailed evaluation process. Offerors are advised that the Authority, at its option, may award this proposal 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 Evaluation 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 offerors 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.

100 --The offeror's past performance on projects of similar scope and size.

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

100 -- Cost Proposal - Ability of the offeror to describe in detail all costs to be incurred relative to the tasks listed in the specifications, Part III, Scope of Services; and ability of offeror to detail the entire project in the format described in Part II, Section 2, Proposal Format, to determine which proposal represents the best value to the Authority. The evaluation of this section will occur after the technical evaluation, based on a cost/price analysis relative to all offers received.

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. These figures are relative to the magnitude of the cost differentials identified, the credibility of such differentials, the keenness of competition in the Technical Proposal, and the impact of other factors. Any significant inconsistency, if unexplained, raises a fundamental issue of the offeror's understanding of the nature and scope of work required. The burden of proof as to cost credibility rests with the offeror. 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 contract. Please note that the lowest

cost is not the sole criterion for recommending contract award.

4.2.3 The cost evaluation will be performed by the Authority Purchasing Office or designee. A preliminary cost review will ensure that each remaining 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 Evaluation Committee if lacking in information to equitably compare costs.

4.2.4 Local Preference. Qualified businesses will be given a 5% preference (such offeror's total raw score will be multiplied by 1.05). Offerors seeking such preference must follow the instructions stated herein.

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**PART 5
PROPOSED CONTRACT**

THIS AGREEMENT is made and entered into this ___ day of, 2007, by the Albuquerque Bernalillo County Water Utility Authority, a political subdivision of the State of New Mexico (hereinafter referred to as the "Authority"), and

_____, whose address is _____ (hereinafter referred to as the "Contractor").

WITNESSETH:

WHEREAS, the Authority issued a Request For Proposals (RFP) for “Integrating Surface Water And Ground Water Regulations”, Solicitation No. RFP 2007-004-TC, dated May 14, 2007, 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 RFP 2007-004-TC, which proposal is attached hereto as Exhibit B, and by this reference made a part of this Agreement; and

WHEREAS, the Authority 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 Authority:

Provide services as a Personnel Hearing Officer₂ in accordance with Exhibit A as supplemented by Exhibit B.

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 within one (1) year of the date of execution. The contract may be extended for one (1) additional one-year term upon mutual agreement of the parties.

3. Compensation and Method of Payment:

A. Compensation: For performing the Services specified in Section I hereof, the Authority agrees to pay the Contractor up to the amount of _____ Dollars (\$ _____), 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 upon receipt by the Authority of a properly documented requisition for monthly payment as determined by the budgetary and fiscal guidelines of the Authority and on the condition that the Contractor has accomplished the scope of services outlined herein, to the satisfaction of the Authority.

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

4. Independent Contractor: Neither the Contractor nor its employees are considered to be employees of the Authority for any purpose whatsoever. 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 Authority 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 Authority 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 Authority.

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 Authority. 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 Authority 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. Insurance: The Contractor shall not commence any work under this Agreement until the insurance required in Exhibit A, Section I, Section 18, has been obtained and the proper certificates (or policies) have been submitted to the City of Albuquerque Risk Management Division.

8. Discrimination Prohibited: In performing the Services required hereunder, the Contractor shall not discriminate against any person on the basis of race, color, religion, sex, 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 Authority 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 Authority, 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 Authority may require, there shall be furnished to the Authority such statements, records, reports, data and information, as the Authority may request pertaining to matters covered by this Agreement.

11. Establishment and Maintenance of Records: Records shall be maintained by the Contractor in accordance with applicable law and requirements prescribed by the Authority with respect to all matters covered by this Agreement. Except as otherwise authorized by the Authority, 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 Authority may deem necessary, there shall be made available to the Authority for examination all of the Contractor's records with respect to all matters covered by this Agreement. The Contractor shall permit the Authority 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.

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 Authority 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. Changes: The Authority 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 Authority and the Contractor, shall be incorporated in written amendments to this Agreement.

16. 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 Authority thereto.

17. 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 Authority 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 Authority, 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 Authority for damages sustained by the Authority by virtue of any breach of this Agreement by the Contractor, and the Authority may withhold any payments to the Contractor for the purposes of set-off until such time as the exact amount of damages due the Authority from the Contractor is determined.

18. Termination for Convenience of Authority: The Authority 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 Authority 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, Section 17 hereof relative to termination shall apply.

19. 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.

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

21. 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.

22. 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 Authority.

23. Approval Required: This Agreement shall not become effective or binding until approved by the Authority's Executive Director.

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

**ALBUQUERQUE BERNALILLO COUNTY
WATER UTILITY AUTHORITY**

CONTRACTOR

Approved By:

By _____

Signature: _____

Title _____

Executive Director (Date)

Fed Tax ID No _____

State Tax ID No _____

PART 6
LOCAL PREFERENCE INSTRUCTIONS AND FORM

1. ALL INFORMATION MUST BE PROVIDED. A 5% local preference is available for this procurement. To qualify for this preference, an offeror MUST complete and submit this Form WITH ITS OFFER. If an offer is received without the Form attached, completed, signed and certified, or if the Form is received without the required information, the preference will not be applied. THE FORM OR A CORRECTED FORM WILL NOT BE ACCEPTED AFTER THE DEADLINE FOR RECEIPT OF BIDS OR PROPOSALS.
2. LOCAL PREFERENCE PRECEDENCE OVER STATE PRECEDENCE. The local preference takes precedence over the State Residence Preference and only one of the two preferences will be applied to any one offer. 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. To qualify for the local preference, a business must have a location in the Albuquerque Metropolitan Area (Abq. Metro Area). The business location inserted on the form must be a physical location, street address or such. DO NOT use a post office box or other postal address.
4. OWNERS OR EMPLOYEES MUST BE RESIDENTS. To qualify for this preference, the principal offeror (i.e. the business, NOT the individual signing the form) must fall into at least one of the categories listed below.
 - A. The business is a corporation with the majority of its shares owned by residents of the Abq. Metro Area.
 - B. The business is a partnership with residents of the Abq. Metro Area owning a majority beneficial interest in the partnership.
 - C. The business is a sole proprietorship owned by a resident of the Abq. Metro Area.
 - D. The business (which will actually perform the services or provide the goods requested) consists of one individual (with no employees) who is a resident of the Abq. Metro Area.
 - E. If the business has 40 or fewer employees, 10 or more of its full-time current employees are residents of the Abq. Metro Area.
 - F. If the business has more than 40 employees, 25% of its full-time current employees are residents of the Abq. Metro Area.
5. DEFINITIONS. The following definitions apply to this Preference:
 - A. The Abq. Metro Area includes all locations within the City of Albuquerque and Bernalillo County, and within any municipality (i.e. incorporated city, town or village) contiguous to the City of Albuquerque and Bernalillo County.
 - B. A resident of the Abq. Metro Area is a person who occupies a dwelling in the Area and who manifests an intent to maintain that dwelling on a permanent basis.
 - C. A principal offeror is a single offeror; a business which is the prime contractor or one of the prime contractors and not a subcontractor; a partner or joint venturer submitting an offer in conjunction with other businesses; or, in the case of an RFP, an offeror which will assume a leading management role and receive at least 25% of the compensation under the contract resulting from the solicitation.
6. 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

Solicitation Number: RFP2008-004-TC

Business Name: _____

Business Location (in Abq. Metro Area): _____

Business Type:

Corporation -- Indicate state of incorporation. _____

Partnership -- Indicate "general" or "limited". _____

Sole Proprietorship (Single Owner with employees)

Individual (Single Owner/No employees)

Basis for Preference: (CHECK ONE BOX ONLY)

The business is a corporation with the majority of its shares owned by residents of the Abq. Metro Area.

The business is a partnership with residents of the Abq. Metro Area owning a majority beneficial interest in the partnership.

The business is a sole proprietorship owned by a resident of the Abq. Metro Area.

The business is an individual who is a resident of the Abq. Metro Area.

The business has 40 or fewer employees and 10 or more of the business's full-time current employees are residents of the Abq. Metro Area.

The business has more than 40 employees and 25% of the business's full-time current employees are residents of the Abq. Metro Area.

CERTIFICATION

I hereby certify that I am the principal offeror or a principal offeror submitting this offer. I am a single offeror or the prime contractor or one of the prime contractors, a partner with another offeror, or a joint venturer with another offeror. If this is an RFP, I certify that I or the business which I represent will assume a management role and receive at least 25% of the compensation due to the successful offerors under the contract which will result from this solicitation.

I hereby certify 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 Authority will provide, within 10 days of notice, the necessary documents to substantiate the information provided on this form.

Signature of Principal Offeror: _____ **Date:** _____

Printed Name: _____ **Title:** _____

YOU MUST RETURN THIS FORM WITH YOUR OFFER

Flow Chart: Responsibilities by Firm

Responsibilities by Firm	ABC Corporation	Dr. John Smith	Jones & Company	XYZ Planners, Ltd.	Jon Paislee, Ph.D.	City Planning/PWD
Site Analysis/Goals	■		■		■	■
Public Participation Process	■				■	■
Economic Research/Trends	■			■		■
Map Benefits and Constraints	■		■			■
Policy Review/Other Studies	■	■	■	■	■	■
Inter-Agency Coordination	■		■		■	■
Development Scenarios	■	■	■	■	■	■
Workshop/Charette	■		■	■	■	■
Infrastructure Estimate		■	■			■
Preferred Development Scenario	■		■	■	■	■
Sub-Area Implementation Strategy	■	■	■	■		■
Implementation Review Process	■			■		■
Final Plan Preparation	■			■		

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
Analysis, Goals and Issues												
Review Existing Planning												
Review Existing Infrastructures												
Goals and Objectives with City												
Public Participation												
Establish Multi-Cultural Forum												
Sub-Area(s) Development												
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												
Sub-Area Implementation												
Regional Agency Strategy												
Sub-Area strategy												
Funding Approaches												
Action Strategy												
Meetings												
Inter-Agency Technical Team	■		■			■		■		■		■
Public/Neighborhood			■			■		■		■		■
City Staff (Monthly)	■	■	■	■	■	■	■	■	■	■	■	■
Multi-Cultural Forum	■		■			■		■		■		■