
Meeting Date: October 19, 2016
Staff Contact: Anthony Montoya Jr., P.E., Chief Engineer

TITLE: C-16-26- Recommendation of Award, P2017000001 Subsurface Utility Locating Services

ACTION: Recommend Approval

SUMMARY:

The Albuquerque Bernalillo County Water Utility Authority (Water Authority) issued the referenced Request for Proposals (RFP) to solicit proposals from qualified vendors to provide Subsurface Utility Locating Services.

The RFP was posted on the SiComm website and advertised in the local newspapers. Three (3) responses were received and submitted for evaluation. One Response were found to be non-responsive, and was disqualified. The ad hoc evaluation committee reviewed, evaluated, and scored the responses in accordance with the evaluation criteria published in the RFP. Pursuant to the process outlined in the City of Albuquerque Purchasing Ordinance and Rules & Regulations, and the subject RFP, the Ad Hoc Advisory Committee is submitting the following list, in ranking order:

<u>Offeror</u>	<u>Total Composite Score</u>	<u>Total Score w/Preferences</u>
Cobb Fendley	3412	3583
Abasto	2598	2856

The committee recommended the contract be awarded to both responsive offerors, as both are qualified to perform the work. .

FISCAL IMPACT:

The funding to support this contract is appropriated for Fiscal Year 2016.



Memo

To: Mark S. Sanchez, Executive Director

From: Anthony Montoya Jr., P.E., MBA, Chief Engineer, Planning & Engineering Division *AM*

Date: September 19, 2016

Re: Recommendation of Award, P2017000001, Subsurface Utility Locating Services

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After reviewing and discussing the submittals, **the committee recommended the contract be awarded to both responsive offerors**, as both are qualified to perform the work. I concur with the committee's recommendation.

Water Authority Board approval is required for this procurement. Negotiations with the vendor shall begin immediately upon your approval.

Approved:

Recommended:



Mark S. Sanchez
Executive Director

9/19/16

Date



Stanley Allred
Chief Financial Officer

9/19/16

Date

Attachments:

Composite Score Sheet

Original:
Copy:
File:

Kelli De Angelis-Craig, Contract Administrator
Jonathan Daniels, Purchasing Officer
P2017000001

PURCHASING DIVISION

Request for Proposals P2017000001 Utility Locating Services

EVALUATOR	EVALUATION CRITERIA	EVALUATION FACTORS	OFFERORS	
			Absto Subsurface Utility Engineering Services, LLC	Cobb Fendley and Associates, Inc.
AM	Qualifications: The Offeror's response to RFP Section 2.1.2. Team Members, Organization Chart, Management Summary, Specialized Design and Technical Competence, Capacity and Capability	Up to 250	175	230
JE			100	225
DL			195	240
JG			60	250
	SUB TOTAL		530	945
AM	Experience: The Offeror's response to RFP Section 2.1.3. Current Experience, Past Experience, Past Record of Performance	Up to 275	200	200
JE			150	245
DL			225	250
JG			90	275
	SUB TOTAL		665	970
AM	Technical Approach: The Offeror's response to RFP Section 2.1.4. Approach to each task described in Part 3, Scope of Services	Up to 275	100	250
JE			140	225
DL			225	275
JG			138	275
	SUB TOTAL		603	1025
AM	Cost Proposal: The costs proposed by the Offeror 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.	Up to 200	200	118
JE			200	118
DL			200	118
JG			200	118
	SUB TOTAL	Up to 1000	800	472
	TOTAL COMPOSITE SCORES	Up to 5000	2598	3412
	Local or Resident Contractor Preference up to 5 %	% Points Given		5
	Small/Local or Resident Veteran Contractor Preference up to 10%	% Points Given	10	
	Pay Equity Preference if applicable			
	TOTAL COMPOSITE SCORES WITH PREFERENCES		2856.0	3583.0
	RANKING		2.0	1.0
			Absto Subsurface Utility Engineering Services, LLC	Cobb Fendley and Associates, Inc.

Memo

To: Jon Daniels, Procurement Officer *WFS JD*
From: Anthony Montoya Jr, P.E., M.B.A., Chief Engineer, Planning & Engineering Division *AM*
Through: David Price, P.E., Division Manager, Planning & Engineer Division *DJP*
Date: July 20, 2016
Re: RFP AD HOC COMMITTEE; "Subsurface Utility Locating Services"

The Albuquerque Bernalillo County Water Utility Authority's Purchasing Office will be issuing a Request for Proposals (RFP) for Subsurface Utility Locating Services, P2017000001. The following individuals are recommended to serve as members of the Ad Hoc Advisory Committee ("Committee") for the Request for Proposals for "P2017000001, "Subsurface Utility Locating Services ". This Committee will review and evaluate proposals and submit a ranked list of offerors to you for selection.

- Anthony Montoya Jr, P.E., M.B.A., Chief Engineer, Committee Chair
- Jon Ertsgaard, P.E., Principal Engineer, Member
- David Laughlin, P.E., Principal Engineer, Member
- John Gabaldon, P.E., Principal Engineer, Member

Kelli De Angelis-Craig, Contract Administrator, will manage the Request for Proposals and serve as a procedural advisor to the Committee. As part of this process, she will assign a specific procurement number to this solicitation.

I respectfully request your approval of this Committee in order to start the Request for Proposals process.

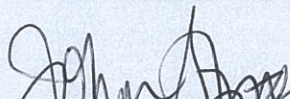
APPROVED:



Mark S. Sanchez
Executive Director

Date: 7/25/16

RECOMMENDED:



John M. Stomp III, P.E.
Chief Operating Officer

Date: 7/25/16

Original: RFP File

Copy: Patty Jenkins, Executive Services Coordinator

Albuquerque Bernalillo County Water Utility Authority

Request for Proposals

Solicitation Number: P2017000001

Sub-Surface Utility Locating Services

August 3, 2016



Deadline for Receipt of Offers: August 31, 2016 5:00 p.m. (Mountain Time)

The Water Authority eProcurement System will not allow proposals to be submitted after this date and time.

**ABCWUA
Purchasing Office**
(Revised 02/18/2016)

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INTRODUCTION

The services to be provided by the Contractor shall generally consist of providing subsurface utility locating (SUL) services including, but not limited to, utility location and verification services via destructive and/or non-destructive methods in support of the Albuquerque Bernalillo County Water Utility Authority's ("Water Authority") professional engineering and construction services for design and/or construction of proposed Water Authority projects.

The Water Authority will need to obtain information concerning its subsurface utilities at its own facilities. Therefore, internal drawings will be given to the contractor and utility lines will need to be exposed by non-destructive means.

PART 1
INSTRUCTIONS TO OFFERORS

1.1 RFP Number and Title: P2017000001, "Sub-Surface Utility Locating Services"

1.2 Proposal Due Date: August 31, 2016 - NLT 5:00 PM (Mountain Time)

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

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

1.4 Authority:

1.4.1 The Albuquerque Bernalillo County Water Utility Authority ("Water Authority"), pursuant to Section 72-1-10, NMSA 1978, is granted all powers to carry out and effectuate its public and corporate purposes and is authorized to use city or county procurement processes. To that end, the Water Authority has adopted the City of Albuquerque ("City") Public Purchases Ordinance, Chapter 5, Article 5 of the Revised Ordinances of the City of Albuquerque, 1994 (the "Ordinance"), to govern all purchasing transactions of the Water Authority. Pursuant to Section 5-5-19(D) R.O.A. 1994, of the Ordinance, approval authority for Water Authority contracts, purchases and procurement documents shall be made by the Executive Director of the Water Authority (the "Executive Director") and the Water Authority Board in place of the Mayor and the City Council, respectively.

1.4.2 The Ordinance was enacted for the purpose of providing maximum local self-government and the Water Authority will conduct, manage and evaluate all its purchases by reference to and compliance with the Ordinance procedures and processes.

1.5 Certification and Agreement: By submitting its offer, an Offeror certifies and agrees to the following:

1.5.1 Public Purchases Ordinance: To comply with the City Public Purchases Ordinance.

1.5.2 Purchasing Rules and Regulations: To comply with the City of Albuquerque Purchasing Rules and Regulations. These Rules and Regulations (the "Regulations") are written to clarify and implement the provisions of the 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 Compliance with Civil Rights Laws: 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, and New Mexico statutes.

1.5.4 Americans with Disabilities Act Compliance: To comply and act in accordance with all applicable provisions of the Americans with Disabilities Act of 1990 and federal regulations promulgated thereunder.

1.5.5 Insurance and Bonding Compliance: To comply with the insurance requirements as stated herein. Please include a certificate or statement of compliance in your proposal and bonds as required.

1.5.6 Ethics:

1.5.6.1 Fair Dealing: 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 Water Authority 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: 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 Water Authority 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: That it has not used or will 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: 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 Water Authority immediately.

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 federal government, the State of New Mexico, any local public body of the State, or any state of the United States, shall be rejected.

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 Water Authority shall have the right to cancel the contract with the Contractor resulting from this RFP for cause in accordance with the terms of said contract.

1.5.9 Goods Produced Under Decent Working Conditions: That the goods offered to the Water Authority were produced under decent working conditions as it is the policy of the Water Authority not to purchase, lease, or rent goods for use or for resale at Water Authority owned enterprises that were produced under sweatshop conditions. The Water 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. [*Council Bill No. M-8, Enactment No. 9-1998*]

1.5.10 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.

1.6 Water Authority Contact: The sole point of contact for this RFP is the Water Authority Purchasing Office. Questions regarding this RFP should be directed to the following Purchasing representative for this solicitation via email unless otherwise specified in the solicitation:

- Kelli De Angelis-Craig, Contract Administrator, Water Authority Purchasing Office
- Phone: (505) 289-3009 or E-Mail: kdeangelis-craig@abcwua.org
- Post Office Box 568, Albuquerque, New Mexico 87103-0568

1.7 Contract Management: The contract resulting from this RFP will be managed by the Albuquerque Bernalillo County Water Utility Authority Planning and Engineering Division.

1.8 Clarification: Any explanation desired by an Offeror regarding the meaning or interpretation of this RFP must be submitted in a soft copy format via e-mail to the Purchasing representative listed in Section 1.6 of this RFP not less than ten (10) working days prior to the deadline for the receipt of offers to allow sufficient time for a reply to reach all Offerors before the submission of their offers. No extension of time will be granted based on submission of inquiries subsequent to the required date nor will such inquiries be answered. 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 interpretation of the documents will be made by Addendum duly issued. All answers will be posted to the online eProcurement System and will constitute Addenda to this RFP.

1.9 Submission of Offers: The Offeror's sealed proposal **must be submitted both electronically through the eProcurement system (see Section 1.9.1) as well as in hard and soft copy (see Sections 1.9.2 through 1.9.7)** in the format outlined in Part 2 of this RFP and mailed or delivered pursuant to the following requirements:

1.9.1 Electronic Copy: Submit your complete proposal including all forms, attachments, exhibits, Technical Proposal, Cost Proposal, etc. using the eProcurement System, SicommNet, at <http://www.abcwua.org/solicitations.aspx>. If you do not have a SicommNet username and password, please register at <http://www.abcwua.org/email-notification.aspx> as this is the only method to submit electronically on SicommNet. For assistance, please contact the SicommNet technical support at (800) 614-0563 or (505) 341-9201.

1.9.2 Hard Copy: In addition to the electronic submittal, Offeror must also submit one (1) original and five (5) copies of its Technical Proposal. The original Proposal shall be clearly marked as "Original" on the cover of the Proposal. In addition, in a separate envelope, clearly marked as "Cost Proposal," submit one (1) original and one (1) copy of your Cost Proposal for this RFP.

1.9.3 Soft Copy: In addition to the electronic copy, include with your original hard copy proposal submission, on a CD, DVD, or other media compatible with the Water Authority's system, an electronic file of your Technical and Cost Proposals as well as all forms, attachments, exhibits, etc.

1.9.4 Proposal Package Preparation: Offers and modifications thereof shall be enclosed in sealed envelopes or packages and have the following identifying information on the outside:

- Name and Address of Offeror

- Closing Date and Time of RFP
- RFP Number
- RFP Title
- The Purchasing representative specified in Section 1.6

1.9.5 Ship, Deliver, or Hand-Carry Sealed Offers to: Albuquerque Bernalillo County Water Utility Authority, One Civic Plaza NW, 5th Floor, Room 5027, Albuquerque, New Mexico 87102. **Mark all packages as stated above.** Use this address for packages sent via non United States Postal Service carriers.

1.9.6 Mail Sealed Proposals to: Albuquerque Bernalillo County Water Utility Authority, Post Office Box 568, Albuquerque, New Mexico 87103-0568. (Certified Mail is recommended.) The Water Authority shall not be responsible for the failure of mailed offers to actually be received and time stamped by the Water Authority by 5:00 PM (Mountain Time) on the day of closing.

ALL SEALED PROPOSALS MUST BE RECEIVED BY THE WATER AUTHORITY AS SPECIFIED HEREIN.

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

1.9.8 Modification: Offers may be modified or withdrawn only by written notice, provided such notice is received prior to the Proposal Due Date.

1.9.9 Receipt of Proposals: The only acceptable evidence to establish the time of receipt of proposals at the Water Authority's Office is the time/date stamp of that Office on the proposal wrapper or other documentary evidence of receipt maintained by that Office. Since both electronic and hard copy submission is required, the Water Authority will treat the time-stamp of the later of the two receipts as the official documentary evidence of receipt.

1.9.10 Acknowledgment of Addenda to the Request for Proposals: Receipt of Addenda to this RFP by an Offeror must be acknowledged (a) by signing and returning the Addenda, or (b) by letter. Such acknowledgment may be submitted with the offer. Such acknowledgment must be received prior to the hour and date specified for receipt of offers.

1.10 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.

1.11 Draft Agreement: A copy of the Draft Agreement to be entered into is included in the RFP. Please state that you accept the terms and conditions of the Draft Agreement, or note exceptions. The Draft Agreement may differ from the final Agreement.

1.12 Campaign Contribution Disclosure Form: Offeror must complete and sign the Campaign Contribution Form (Part 5) whether any applicable contribution has been made or not. This form must be submitted with Offeror's proposal whether an applicable contribution has been made or not.

1.13 Request for Taxpayer Identification Number and Certification: If Offeror is awarded a contract, a completed and executed Form W-9, Request for Taxpayer Identification Number and Certification, shall be submitted with signed Agreement.

1.14 Contract Term: The contract resulting from this solicitation is anticipated to have a term of two (2) years with possible extensions by mutual agreement by both parties in writing.

1.15 Evaluation Period: The Water 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.

1.16 Evaluation Assistance: The Water Authority's evaluation committee, in evaluating proposals, reserves the right to use any assistance deemed advisable, including Water Authority contractors and consultants. The Water Authority's evaluation committee is not restricted to the minimum information required for disclosure qualification statements and any relevant information regarding performance from reliable sources may be considered.

1.17 Rejection and Waiver: The Water Authority reserves the right to reject any or all proposals, to waive any and all informalities and technical irregularities in proposals received, or allow the Offeror to correct them if it is in the best interest of the Water Authority and reserves the right to disregard all nonconforming or conditional proposals or counter-proposals. If a proposal is rejected, written notice of the rejection, together with the reasons therefor, shall be mailed by certified mail, postage prepaid, to the Offeror. Offerors whose proposals are rejected shall not be entitled to recover damages of any nature against the Water Authority for any rejection of an offer, for cause or convenience.

1.18 Qualifications of Offerors: The Water Authority may make such investigations it deems necessary to determine the ability of the Offeror to perform the Work, and the Offeror shall furnish to the Water Authority all such information and data for this purpose as the Water Authority may request. The Water Authority reserves the right to reject any proposal if the evidence submitted by, or investigation of, such Offeror fails to satisfy the Water Authority that such Offeror is properly qualified to carry out the obligations of the Contract and to complete the Work contemplated herein.

1.19 Cancellation: The Water Authority reserves the right to cancel the opportunity for submissions of proposals when it is in the best interest of the Water Authority. The Water Authority further reserves the right to reject any or all offers submitted for Water Authority's convenience or for cause. Offerors whose proposals are rejected shall not be entitled to recover damages of any nature against the Water Authority for any rejection of an offer, for cause or convenience. The Water Authority reserves the right to cancel without penalty, this RFP, the resultant agreement(s), or any portion thereof for convenience, unsatisfactory performance, or unavailability of funds.

1.20 Award of Contract:

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

1.20.2 Award: If a contract is awarded, it shall be awarded to the responsive and responsible Offeror(s) whose offer(s) conforming to this RFP will be most advantageous to the Water Authority as set forth in the Evaluation Criteria.

1.20.3 Type of Contract: Firm fixed unit price.

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

1.22 Water Authority-Furnished Property: No material, labor, or facilities will be furnished by the Water Authority unless otherwise provided for in this RFP.

1.23 Proprietary Data: The file and any documents relating to this RFP, including the proposals submitted by Offerors, shall be open to public inspection after the recommendation of award of a contract has been signed by the Executive Director, or his designee. An Offeror may designate trade

secrets or other proprietary data to be confidential by separating that material from the Offeror's main proposal, marking it as "Confidential" and uploading it separately from its main proposal submitted in response to this RFP. **Pricing and makes and models or catalog numbers of items offered, delivery terms, and terms of payment should not be so designated.** The Water Authority will endeavor to restrict distribution of material separated, designated as "Confidential" and provided separately to only those individuals involved in the review and analysis of the proposals. If a request for inspection of records under the New Mexico Inspection of Public Records Act (Sections 14-2-1 et seq, NMSA 1978) is received, however, which request encompasses such materials, they will be disclosed. The Water Authority assumes no responsibility to maintain the confidentiality of any materials submitted in response to this RFP. Any proposal in which a majority of pages are marked as confidential without an apparent justification shall be deemed nonresponsive.

1.24 Conflict of Interest; Governmental Conduct Act: By submitting its proposal, 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 or services required under the agreement. The Offeror certifies that the requirements of the Governmental Conduct Act, Sections 10-16-1 through 10-16-18, NMSA 1978, regarding contracting with a current or former "public officer or employee" have been followed.

1.25 Overview of Preferences: A general description of the preferences which may be available for this RFP, and their limitations, follows:

In the event an Offeror qualifies for a preference for resident businesses, resident contractors, resident veteran businesses, resident veteran contractors, and recycled content goods provided under NMSA 1978 § 13-1-21 or 13-4-5 ("Statutory Preference") and submits a qualifying bid or proposal, the Offeror shall receive the full Statutory Preference in the manner set forth in NMSA 1978 § 13-1-21 or 13-4-5.

In addition to (and not in lieu of) the Statutory Preference, an Offeror that qualifies for a preference for local business, small business, and pay equity provided under the Ordinance § 5-5-17 or 5-5-31 ("Local Preferences") and submits a qualifying bid or proposal, the Offeror shall receive the Local Preferences in the manner set forth in the Ordinance § 5-5-17 or 5-5-31.

Notwithstanding the foregoing:

Any additional proportion of the Local Preferences shall not be applied when the total amount of all Statutory Preferences and Local Preferences already equals at least 10% or \$50,000, whichever is less.

Preferences for local businesses and small businesses provided under the Ordinance § 5-5-17 shall only apply to the purchase of goods or services, not construction.

Preferences for local businesses and small businesses provided under the Ordinance § 5-5-17 shall not apply to competitive solicitations where the cost to the Water Utility Authority or revenues to the business will exceed \$5,000,000, excluding applicable gross receipts tax.

1.26 Request for Proposals Protest Process:

1.26.1 Protest of Specifications: 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 Office no later than 5:00 p.m. of the tenth business day prior to the deadline for the receipt of offers.

1.26.2 Protest of Recommendation of Award: If the protest concerns other matters

relating to this solicitation, the protest must be filed with the Purchasing Officer no later than 5:00 p.m. of the tenth business day after the receipt of notice of the Recommendation of Award.

1.26.3 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 Water Authority. Late delivery by the U.S. Postal Service or other carrier shall not be considered good cause.

1.26.4 How to File: Any Offeror who is aggrieved in connection with a competitive solicitation or recommendation of award of a contract may protest to the Purchasing Officer. 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.

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

- The name and address of the protesting party;
- The number of the competitive solicitation;
- A clear statement of the reason(s) for the protest detailing the provisions believed to have been violated;
- Details concerning the facts, which support the protest;
- Attachments of any written evidence available to substantiate the claims of the protest; and
- A statement specifying the ruling requested.

1.26.6 Address Letters and Envelopes as Follows:

- Albuquerque Bernalillo County Water Utility Authority RFP Number
- Purchasing Office PROTEST
- Attn: Purchasing Officer
- PO Box 568
- Albuquerque, New Mexico 87103

1.26.7 Protest Response by Purchasing Officer: 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.

1.26.8 Protest Hearing: If a hearing is requested, the request must be included in the protest and received within the time limit. 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.

1.27 Insurance:

1.27.1 General Conditions: The Water Authority will require the successful Offeror, referred to as the Contractor, to 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 coverages, the Contractor shall furnish to the Water Authority a certificate or

certificates in form satisfactory to the Water Authority as well as the rider or endorsement 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, Albuquerque Bernalillo County Water Utility Authority, P.O. Box 568, 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 workers' compensation, the Albuquerque Bernalillo County Water Utility Authority shall be named an additional insured.** All coverages afforded shall be primary with respect to operations provided.

1.27.2 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 Water Authority. Neither approval nor failure to disapprove certificates, policies, or the insurance by the Water 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.

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

1.27.3.1 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 Water Authority by the Contractor and contractual liability coverage shall specifically insure the hold harmless provisions of the contract resulting from this RFP.

1.27.3.2 Automobile Liability Insurance. An 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.

1.27.3.3 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 has determined that it is not subject to the Act, the Contractor will certify, in a signed statement to that effect. The Contractor will notify the Water Authority and comply with the Act if it becomes subject to the Act during the term of the contract resulting from this RFP.

1.27.4 Increased Limits: During the life of the contract the Water 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.

1.27.5 Additional Insurance: The Water Authority may, as a condition of award of a contract, require a successful Offeror to carry additional types of insurance. The type and limit of additional insurance is dependent upon the type of services provided via the contract by the successful Offeror.

1.28 Pay Equity Documentation: All offers submitted in response to this RFP MUST include a completed Pay Equity Reporting Form (PE 10-249) to determine the deviation between salaries for men and women employed by the Offeror and to encourage compliance with the New Mexico State Fair Pay for Women Act. The Form must be accessed and completed on the website for the City of Albuquerque Office of Diversity and Human Rights, <http://www.cabq.gov/humanrights>. Questions regarding completion of the forms are to be directed to the City's Office of Diversity and Human Rights at odhr@cabq.gov or 505-768-4712. Instructions to complete Form PE 10-249 are available at <http://www.abcwua.org/vendor-services.aspx>. If a properly completed and signed Form is not submitted, the offer shall be deemed nonresponsive. The Purchasing Officer may allow corrections to the Form and/or submittal prior to the Recommendation of Award. Submittal of the Form is required even if the Offeror is not requesting a pay equity preference as described in Section 1.25 above and Part 5 of this RFP.

[END OF PART 1]

PART 2 PROPOSAL FORMAT

2.1 Technical Proposal Format, Section One

The Offeror should provide in its Technical Proposal, the following information in the order requested:

2.1.1 Offeror Identification: State the name and address of your organization or office, the Offeror's point of contact for this RFP with phone number and email address, 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 Qualifications:

2.1.2.1 Team Members: Describe key team members for the Offeror and any proposed subcontractors. Submit resumes for the key individuals who will be performing the services for the Water Authority.

2.1.2.2 Organization Chart: Provide an organization chart showing key team members and subcontractors.

2.1.2.3 Management Summary: Describe individual staff and subcontractors' responsibilities with lines of authority and interface with the Water Authority staff. Describe resources to be drawn from in order to complete tasks as described in Part 3, Scope of Services.

2.1.2.4 Specialized Design & Technical Competence: Describe any specialized design and technical competence of the Offeror, including a joint venture or association, regarding the type of services required.

2.1.2.5 Capacity & Capability: Describe the capacity and capability of the Offeror, including any consultants, their representatives, qualifications and locations, to perform the work including any specialized work within time limitations.

2.1.3 Experience:

2.1.3.1 Current Experience: State relevant experience of key team members for the company and person(s) who will be actively engaged in the proposed project, including experience of subcontractors.

2.1.3.2 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.

2.1.3.3 Past Record of Performance: Describe the Offeror's past record of performance with government agencies with respect to such factors as control of costs, quality of work and ability to meet schedules.

2.1.3.4 Offeror shall submit a summary of experience that details previous experience with non-destructive excavation of utilities and accurate locating of

various types of underground utilities without excavation via surface geophysical methods including, but not limited to, acoustic, electromagnetic, magnetic and elastic wave (such as ground penetrating radar) methods. Offeror shall have a minimum of five (5) years of experience with such methods and shall have completed a minimum of 5,000 utility locates (potholes) in the Water Authority's service area. Offeror shall submit the total number of utility locates performed and the total number of utility damages incurred.

2.1.4 Proposed Technical Approach to Tasks:

Discuss fully your proposed approach to each of the tasks described in Part 3, Scope of Services. Use charts or diagrams, if needed, to illustrate the work flow, number of hours dedicated to each task, methods to be used, and who will be performing each task [individual(s)/firm(s)].

2.2 Cost Proposal Format

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

2.2.2 The cost proposal shall contain at least the following information:

2.2.2.1 Cost or pricing details shall be shown by task. This might include, but is not limited to:

2.2.2.1.1 Hours by category, hourly rates, and total labor broken out by professional and other labor. Rates are to include all overhead and profit.

2.2.2.1.2 Purchased materials, unit costs, and quantities.

2.2.2.1.3 Subcontract costs if applicable, and additional consulting beyond the scope of the described tasks (if requested).

2.2.3 All Costs: All costs to be incurred and billed to the Water Authority shall be described by the Offeror for each item to allow for a clear evaluation and comparison relative to other offers received if different than the Work described by this Request for Proposals. The Offeror should understand that the Water Authority will not pay for any amounts not included, for example, insurance or taxes and that liability for items not included remains with the Offeror. In addition, allowances indicated for such items as permits are on a "not to exceed" amount. Payment for such items shall be on an actual cost basis without markup.

2.2.4 The cost proposal form is attached to this RFP in Attachment A. Your response to this section will be used in performing a cost/price analysis.

Cost proposal information may not be included in the Technical Proposal. All Cost Proposal information must be contained in a separate, sealed envelope marked Cost Proposal as described in Section 1.9.2 of this RFP.

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PART 3

SCOPE OF SERVICES

3.1 Services:

3.1.1 The services to be provided by the Contractor (collectively called the "Work") shall generally consist of providing subsurface utility locating services ("SUL") including, but not limited to, utility location and verification services in support of the Water Authority's professional engineering services for design of proposed Water Authority Capital projects or during construction of these projects.

3.1.2 The Water Authority offers no guarantees regarding the actual amount or duration of Work to be performed by the Contractor. The Water Authority reserves the right to perform work with its own personnel and resources for similar services.

3.1.3 The Contractor shall meet with the Water Authority's Consultant and/or Water Authority staff prior to the start of Work on each project to determine the extent and scope of work for each work order or assignment. When required by the Water Authority, the Contractor may need to attend project utility meetings with Water Authority representatives, utility company personnel, other contractors, and property owners at no additional cost.

3.2 Performance of Work:

3.2.1 Contractor shall perform all Work in accordance with direction given by and to the satisfaction of the Water Authority. Unless otherwise notified in writing, all directions from the Water Authority shall come from the Water Authority Utility Coordinator. All correspondence shall be directed to the attention of **Anthony Montoya, Jr., P.E.**, Chief Engineer. The Contractor shall perform all Work with due diligence, care and safety, in a good and workmanlike manner, and agrees to provide competent supervision of the Work performed.

3.2.2 The Contractor shall furnish all supervision, labor, materials, tools, supplies, equipment and services required for the completion of the Work.

3.2.3 Provide SUL services in accordance with the Utility Quality Levels defined in cumulative order (least to greatest) as follows:

3.2.3.1 Quality Level D - Existing Records Search and Map: Utilities are plotted from review of available existing records found from contacting local utility companies or government agencies.

3.2.3.2 Quality Level C -Surface Visible Feature Survey and Scaled Map: Quality Level "D" information from existing records is correlated with surface-visible features such as utility line spots marked by others, manhole covers, fire hydrants, valve covers, or other similar features and includes Quality Level D information.

3.2.3.3 Quality Level B- Surface Designate and Map: Two-dimensional horizontal mapping. This data is obtained through the application and interpretation of appropriate non-destructive surface geophysical methods. Utility features, markers and line spots are referenced to three (3) taped distances from surface features and incorporate the information from Quality Levels C and D to produce Quality Level B.

3.2.3.4 Quality Level A - Locate (Pothole) and Map: This information is obtained through exposing subsurface utility facilities through potholes and measuring and recording the depth to top of utility, pipe diameter, and material. This level

incorporates Quality Levels B, C and D information to produce Quality Level A. The deliverable will be a single page sketch with swing point distances to the nearest 10th of a foot.

3.2.4 For quality level A, the Contractor shall request and compile Record Drawings (also known as "As-Builts") and other available data from plans, plats, and maps as provided by the Water Authority, the Water Authority's Consultant, utility owners and other governmental agencies.

3.2.5 When required by the Water Authority, a color-coded composite utility facility plan with utility owner names, quality levels, line sizes, and subsurface utility locate (pothole) locations, if applicable, shall be prepared and delivered to the Water Authority or the Water Authority's Consultant with discrepancies resolved using professional judgment. It is understood by the Contractor, the Water Authority, and the Water Authority's Consultant that the line sizes of designated utility facilities detailed on the deliverable are from the best available records and that an actual line size is normally determined from a pothole vacuum excavation. All aboveground appurtenance locations shall be included in the deliverable to the Water Authority. When requested by the Water Authority, this information shall be provided in computer-aided drafting (CAD) system software as required by the Water Authority or the Water Authority's Consultant. Infrastructure features that were acquired utilizing differing quality levels shall be distinguished by using different line or point styles and/or colors with a corresponding legend and/or notes. The electronic file shall be delivered on compact disk (CD) or other electronic means, as required by the Water Authority or the Water Authority's Consultant. A hard copy is required upon request by the Water Authority or the Water Authority's Consultant. When requested by the Water Authority, the designated utility information shall be incorporated in the design plans in the appropriate CAD drawing files. The Contractor shall place an EMD (Electronic Marker Device) in each pothole where a Water Authority line is located. The EMD will be installed per the manufacturer's specifications and shall be listed on the Water Authority's Approved Product List. The EMD must match the line content: i.e. water, sewer, or reuse.

3.2.6 For Quality Levels A, B or C, the Contractor shall contact the Water Authority and/or the Water Authority's Consultant regarding the site, conduct one or more site visits as required, and request utility line spots through the New Mexico One Call System at 811 or (505) 260-1990 at least 48 hours prior to commencing any excavation activities on a project.

3.2.7 For Quality Levels A and B, the Contractor shall designate and record the horizontal location of the existing underground and above ground utility facilities and applicable service laterals to existing buildings using non-destructive surface geophysical techniques. Paint, utilizing the American Public Works Association (APWA) color code scheme, must be used on all surface markings of underground utilities. The Water Authority will require our contractor to use water-based paint. Surface features, line spots and underground facilities when uncovered or accessible shall be on the sketch provided by the contractor.

3.2.8 For Quality Levels A, B or C, the Contractor shall analyze the following data: line spots, locations of above ground utility facilities, data obtained from field visits, and data obtained from nondestructive surface geophysical techniques with Record Drawings or other data provided by the utility owners or government agencies. Discrepancies shall be noted on the composite utility facility plans.

3.2.9 For Quality Levels B, C, or D, the Contractor shall determine and inform the Water Authority and/or the Water Authority's Consultant of the approximate utility depths at critical locations as determined by the Water Authority and/or the Water Authority's Consultant. The depth indication is understood by both the Contractor and the Water Authority to be approximate only.

3.2.10 For Quality Level A, the Contractor shall conduct subsurface utility locates (potholes) to obtain precise horizontal and vertical position, material type, size and other data that may be obtainable about the utility facility and its surrounding environment through exposure by non-destructive excavation techniques that ensures the integrity of the utility facility. The Contractor shall:

3.2.10.1 Review requested pothole locations and advise the Water Authority and/or the Water Authority's Consultant in the development of an appropriate locate (pothole) work plan relative to the existing utility infrastructure as determined by Quality Level B, C and D efforts and proposed design elements. Each review shall include utilization of applicable locate means including but not limited to electromagnetic, acoustic, Ground Penetrating Radar (GPR), and magnetic locating. Consultant will make every effort to avoid excavating an empty hole as per the methods above prior to beginning excavation.

3.2.10.2 Coordination with utility owner inspector is required.

3.2.10.3 Neatly cut and remove existing pavement material, such that the cut does not exceed 12 inches in diameter or 12 inches x 12 inches (1.0 square foot) unless unusual circumstances exist.

3.2.10.4 Excavate to locate the utility through the use of a non-destructive excavation method such as high pressure air or other approved method, while ensuring the safety of the excavation, the integrity of the utility to be located, and the integrity of any other utility lines which may be encountered during excavation. Mechanical shoveling and backhoes are not approved methods of excavation. Water jetting may be allowed if the Contractor can demonstrate that excavated soil is disposed of properly and soils adjacent to the excavation are suitable. Dry soil must be imported and properly backfilled and compacted.

3.2.10.5 Unless otherwise indicated, excavate until utility is located or until a maximum depth of ten (10) feet and a width of three (3) feet is reached. Additional depth may be required as authorized by the Water Authority or the Water Authority's Consultant.

3.2.10.6 Excavate potholes in such a manner as to prevent any damage to wrappings, coatings, cathodic protection or other protective coverings and features.

3.2.10.7 Measure and record the following data on an appropriately formatted pothole data sheet:

3.2.10.7.1 Elevation of top and/or bottom of utility tied to the datum of the project or furnished plan as determined by the Water Authority or the Water Authority's Consultant.

3.2.10.7.2 Elevation of existing grade over utility at pothole location +/- 1/10 ft.

3.2.10.7.3 Horizontal location referenced to project coordinate

system/datum +/- 1/10 ft.

3.2.10.7.4 Outside diameter of pipe, or width of duct banks/concrete caps and configuration of non-encased multi-conduit systems.

3.2.10.7.5 Utility facility material(s).

3.2.10.7.6 Utility facility surface condition (good, fair or poor).

3.2.10.7.7 Utility orientation/direction.

3.2.10.7.8 Pavement thickness to 1/10 ft and type.

3.2.10.7.9 Coating or wrapping information.

3.2.10.7.10 Depth of water table or frost line, if applicable.

3.2.10.7.11 General soil type and conditions.

3.2.10.7.12 Unusual circumstances or field conditions.

3.2.10.8 Be responsible for any damage to the utility during the locating process. In the event of damage, the Contractor shall stop work immediately. The Contractor shall also immediately notify the Water Authority, Water Authority's Consultant, appropriate utility owner and any appropriate regulatory agencies. The Contractor shall not resume work until the utility facility owner has determined the corrective action to be taken. The Contractor shall be liable for all costs involved in the repair or replacement of the utility facility.

3.2.10.9 Backfill all excavations with appropriate material in compacted layers to 95% of ASTM D698 to the top of subgrade per City of Albuquerque's standard specifications. Backfill by mechanical means, and restore pavement and/or surface material using similar materials to those found in-situ.

3.2.10.10 Replace asphalt to match original thickness plus an additional 2 inches in accordance with City Standard Drawing 2465. If the patch settles, the contractor will have to come back and replace the asphalt.

3.2.10.11 Provide complete restoration of work site and landscape to equal or better condition than before excavation.

3.2.10.12 Restore utility locates to the condition existing prior to Contractor's entry, including, but not limited to, repair of lawns, plantings, irrigation lines and appurtenances, signs, fencing, paving, road surfaces, and other similar damages.

3.2.10.13 Furnish and install permanent metal surface markers with P.K. nails directly above the utility centerline at each utility locate (pothole).

3.2.10.14 Sweep and clean the site of all utility locates prior to painting, including but not limited to, painting an individual consecutive number for each pothole, identifying approximate centerline bearing of utility line exposed, and three separate swing-ties to nearby permanent facilities.

3.2.10.15 When requested by the Water Authority, the locate information shall be placed on a signed and sealed set of plans. Return plans, profiles, and pothole data sheets to the Contract Coordinator. If requested, conduct a review of the findings with the Contract Coordinator.

3.2.10.16 Close-out permits as required.

3.2.10.17 All work shall follow the ASCE Standard Guideline or the Collection and Depiction of Existing Subsurface Utility Data, CI/ASCE 38-02.

3.2.11 All Work shall be performed by qualified personnel including an experienced utility locator, skilled in the location of underground utilities at each site.

3.2.12 Contractor shall obtain all necessary permits from the proper governmental authorities. Payment for necessary permits shall be reimbursed only for actual costs incurred without any markups or multipliers and shall be listed separate from the unit cost on the invoice for each Utility Locate Request.

3.2.13 Contractor shall observe all laws, ordinances, general rules, and regulations for sanitary conditions on the Project, including those pertaining to noise, air and water quality. Contractor shall properly dispose of all wasted excess excavation materials in an approved landfill.

3.2.14 Archaeological and cultural resources shall be protected while performing the Work. Contractor shall instruct its personnel to in no way collect, damage, or destroy any resources encountered. If any resources are encountered while performing the Work, the Contractor shall immediately stop work and notify the Water Authority's assigned Project Manager for that project.

3.2.15 As the Work is requested and desired for the purpose of accurately determining the physical location of underground utilities and obstructions, which information is further used to design and redesign future Water Authority construction projects, the information provided by the Contractor may not be determined to be erroneous until much later during construction of the Water Authority's utility project; therefore, the Contractor shall be held liable and agrees to defend, indemnify and hold harmless the Water Authority in accordance with the General Instructions, Terms and Conditions of this document, against any and all suits, actions or claims, including but not limited to, any suit, actions or claims for any redesign costs, delays, or additional construction costs resulting from the Contractor's failure to accurately identify utilities requested. Such liability shall include any and all mislabeled underground utilities. If Contractor is unable to find a utility requested, Contractor shall indicate this on the utility drawings and logs provided stating the location and depth of an unsuccessful locate attempt. In such case, Contractor shall only be liable for undetected utilities if found to actually be located where a pothole was excavated.

3.3 Traffic Control

3.3.1 Contractor shall obtain an excavation and barricading permit from the City of Albuquerque, or other appropriate governmental agency, prior to commencing all Work. Approved traffic control plans may be a requirement of obtaining necessary permits.

3.3.2 Contractor shall be responsible for providing all necessary labor, materials, and equipment including, but not limited to, advance warning signs, barricades, flagmen, arrow panel boards, barrels, or other retro-reflective devices necessary to perform the Work in accordance with all permits, the City of Albuquerque Standard Specifications regarding traffic control, and the Manual on Uniform Traffic Control Devices (MUTCD).

3.3.3 If traffic control work is performed by the Contractor's own personnel, the Contractor shall be responsible for providing competent personnel certified as Traffic Control Supervisors (TCS) and/or Traffic Control Technicians (TCT).

3.3.3.1 Certified personnel shall possess proof of certification at all times and shall provide proof of certification immediately upon request by the Water Authority's Construction Coordinator or the Construction Coordinator's designee.

3.3.3.2 Certification of personnel shall be in accordance with the "American Traffic Safety Services Association" (ATSSA), the "Association of General Contractors" (AGC), or other agency approved by the Water Authority's Construction Coordinator.

3.3.3.3 The Contractor shall provide the Water Authority with an updated list of all certified employees and their responsibilities four times per year upon request by the Water Authority's Contract Coordinator.

3.3.4 The Contractor may be required to limit hours of Work to non-peak traffic hours on arterial and collector streets if required by the Water Authority or the permitting agency. Contractor must complete all Work at a site, including all surface restoration, clean-up, and removal of traffic control devices prior to moving to the next site. No utility locate sites within roadways shall be left barricaded without Work being actively performed.

3.3.5 With the exception of the actual permit fees required by the appropriate government agency, all costs associated with traffic control shall be included in the cost of performing the Work. The actual permit fees will be reimbursed if the permit fees are added to the Contractor's invoice and a copy of the permit showing the actual fees charged is submitted. No additional markups will be paid.

3.3.6 Contractor shall respond within ten (10) working days from the time of notification by the Water Authority to the start of Work for a project. Contractor shall proceed diligently to complete all Work for a project within a reasonable time period.

3.4 Qualification of Offerors

Offeror shall be fully licensed in the State of New Mexico to perform the Work, and shall comply with all Construction Industries Division requirements as set forth in Section 13-4-13.1 (NMSA 1978) with regard to Registration of Contractors. The Contractor shall maintain a GA-2 license (minimum). Copies of licenses shall be provided with the RFP response or upon request.

3.5 Compensation and Payment

3.5.1 The Water Authority shall pay the Contractor for the Work performed in accordance with the unit prices established in the schedule of items contained in the Cost Proposal.

3.5.2 Contractor shall not proceed with any Work assignment without written authorization from the Water Authority Project Manager.

3.5.3 Contractor shall submit monthly invoices to the Water Authority Project Manager no later than the 25th of each month. Each locate request shall produce a separate invoice which shall include sufficient backup documentation to support each billing, including copies of invoices for permit fees. The Water Authority shall not pay for any unauthorized services performed.

3.5.4 Cost Proposal Items No. 2 and 4 on the Unit Cost Proposal form (Attachment A) are to be measured and paid separately from the other items. For example, if a pothole is 18 feet deep in an asphalt roadway, the Contractor shall be paid using Bid Item No. 4 only. The

quantity of 8 vertical feet will be multiplied by the Contractor's unit price in order to obtain the total compensation for that pothole.

3.5.5 Cost Proposal Item No. 9 shall be used only where the utility locates require the need for a licensed New Mexico Professional Surveyor's (NMPS) certification as deemed necessary by the Water Authority Utility Coordinator. Note that Quality Levels A and B require the Contractor to provide survey control, but does not necessarily require certification from a NMPS.

3.5.6 The quantities shown on the Cost Proposal are estimated quantities only. The Water Authority reserves the right to purchase more than or less than the quantities shown. In any event, the unit bid prices shall govern for the duration of the Contract. Any and all price increases for items specified under the bid shall be mutually agree upon via a Contract modification and shall become effective upon written approval by both parties.

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PART 4

EVALUATION OF OFFERS

4.1 Selection Process: The Executive Director 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 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 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 Water Authority, 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 of significance, will be used by the Ad Hoc Advisory Committee in recommending contract award to the Executive Director. The proposal factors will be rated on a scale of **0-1000** with weight relationships as stated below.

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4.2.1 Evaluation Factors:

250 pts - Qualifications: The Offeror's response to RFP Section 2.1.2.

275 pts - Experience: The Offeror's response to RFP Section 2.1.3.

275 pts - Technical Approach: The Offeror's response to RFP Section 2.1.4.

200 pts - Cost Proposal: The costs proposed by the Offeror 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 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 Water Authority Purchasing Office or its 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.

4.3 Preferences: The preferences available for this RFP are set out in the SicomNet Solicitation Instructions. For additional information see Section 1.25 Overview of Preferences. See Part 5 for Forms and Instructions.

[END OF PART 4]

PART 5
Instructions for PREFERENCE CERTIFICATION FORMS
(Goods & Services or Construction)

1. ALL INFORMATION MUST BE PROVIDED. A 5% small business preference, a 5% local preference, a 5% pay equity preference, a 5% Resident Business Preference, a 5% Resident Contractor Preference, a 10% Resident Veteran Business Preference, or a 10% Resident Veteran Contractor Preference may be available for this procurement as provided in the Public Purchases Ordinance and State statutes. To qualify, an Offeror **MUST** complete and submit all required forms **WITH ITS OFFER**.

- For a Resident Business Preference, Resident Contractor Preference, Resident Veteran Business Preference or Resident Veteran Contractor Preference, the State of New Mexico Taxation and Revenue Department Certification of Eligibility MUST be attached. If an offer is received without a copy of the appropriate Certification attached, the preference will not be applied.
- For a pay equity preference, the City of Albuquerque Office of Diversity and Human Rights Certification MUST be attached. The Certification is NOT available from the Water Authority Purchasing Office and submittal of the required PE 10-249 Form with your offer is not sufficient to obtain the preference. Allow sufficient time to obtain the Certification prior to the deadline for receipt of offers.
- For all other preferences, a completed, signed and acknowledged Affidavit of Eligibility, in the form attached, **MUST** be submitted.

PREFERENCE CERTIFICATION(S) WILL NOT BE ACCEPTED AFTER THE DEADLINE FOR RECEIPT OF BIDS OR PROPOSALS.

2. PHYSICAL LOCATION MUST BE STATED. To qualify for the small business or local preference, a business must have its principal office and place of business in the Greater Albuquerque Metropolitan Area. The business location inserted on the Affidavit of Eligibility must be a physical location, street address or such. **DO NOT** use a post office box or other postal address.

3. FORM(S) MUST BE COMPLETED BY PRINCIPAL OFFEROR. All forms must be completed for the Principal Offeror, or one of the Principal Offerors if the Offeror is a joint venture or partnership, or by an individual authorized to sign for the Offeror. Subcontractors of the Offeror may not be used to qualify an offer for a preference and should not complete or submit the form.

4. APPLICATION OF PREFERENCES.

In the event an Offeror qualifies for a preference for resident businesses, resident contractors, resident veteran businesses, resident veteran contractors, and recycled content goods provided under NMSA 1978 § 13-1-21 or 13-4-5 (“Statutory Preference”) and submits a qualifying bid or proposal, the Offeror shall receive the full Statutory Preference in the manner set forth in NMSA 1978 § 13-1-21 or 13-4-5. In addition to (and not in lieu of) the Statutory Preference, an Offeror that qualifies for a preference for local business, small business, and pay equity provided under the Ordinance § 5-5-17 or 5-5-31 (“Local Preferences”) and submits a qualifying bid or proposal, the Offeror shall receive the Local Preferences in the manner set forth in the Ordinance § 5-5-17 or 5-5-31.

Notwithstanding the foregoing:

Any additional proportion of the Local Preferences shall not be applied when the total amount of all Statutory Preferences and Local Preferences already equals at least 10% or \$50,000, whichever is less. Preferences for local businesses and small businesses provided under the Ordinance § 5-5-17 shall only apply to the purchase of goods or services, not construction.

Preferences for local businesses and small businesses provided under the Ordinance § 5-5-17 shall not apply to competitive solicitations where the cost to the Water Utility Authority or revenues to the business will exceed \$5,000,000, excluding applicable gross receipts tax.

5. DEFINITIONS. The definitions of the Public Purchases Ordinance (Section 5-5-3 ROA 1994) apply

including the following:

- The Greater Albuquerque Metropolitan Area includes all locations within the City of Albuquerque and Bernalillo County.
- A local business is a business with its principal office and place of business in the Greater Albuquerque Metropolitan Area.
- A small business is a local business which employs an average of fewer than 50 full-time employees in a calendar year. The calendar year immediately prior to the request for the preference should be used.
- A principal office is the main or home office of the business as identified in tax returns, business licenses and other official business documents.
- A place of business is a location where the business conducts its daily operations, for the general public, if applicable.
- A pay equity business is any business that maintains a deviation of 10% or less between the salaries paid to men and the salaries paid to women for comparable positions.
- Comparable positions are those listed in the most recent Job Classification Guide published by the federal Equal Employment Opportunity Commission.
- A full-time employee is an employee of the business who is hired to work at least forty (40) hours per week, whether in a permanent, temporary or seasonal status. If all full-time employees of the business are hired to work a shorter work week, the Purchasing Officer may reduce this requirement, upon receipt of adequate documentation.

6. ADDITIONAL DOCUMENTATION. If requested, a business will be required to provide, within three (3) working days of receipt of the request, documentation to substantiate the information provided on the Form(s). The Purchasing Officer shall determine the sufficiency of such documentation.



**SMALL and LOCAL PREFERENCES
AFFIDAVIT OF ELIGIBILITY**

Albuquerque Bernalillo County Water Utility Authority
Purchasing Office
One Civic Plaza NW – Room 5027 / P.O. Box 568
Albuquerque, NM 87103-0568
Phone: (505) 289-3227 /Fax: (505) 289-3249

Preference Type: (Check applicable preference/s) [] Local (GAMA) Business [] Small Business

Legal Name of Firm:

Contact Person:

Telephone:

E-mail Address:

Fax:

Mailing Address:

Physical Address (if Different):

Number of full-time employees working in the Greater Albuquerque Metropolitan Area (GAMA):

Attach 941 Tax Form

☐ **I certify my company meets the following qualifications to be eligible for local business preference:**

Maintains its principal office and place of business within the Greater Albuquerque Metropolitan Area (City of Albuquerque or Bernalillo County)

1. Such location is staffed with full-time employees.
2. Such location is open to the public on a regular basis.
3. The vendor is operating or performing its business from this location.
4. Note: A post office box shall not be considered a physical business address.

☐ **I certify my company meets the following qualifications to be eligible for Small business preference:**

1. Meets the requirements for a Local Business Preference (see above).
2. Employs fewer than fifty (50) full-time employees in a calendar year as demonstrated by the attached 941 I.R.S. Tax Form.

☐ **I certify that under the penalty of perjury, the foregoing statements are true and correct. I also acknowledge that any person, firm, corporation or entity intentionally submitting false information to the Water Authority in an attempt to qualify for a local or small preference shall be prohibited from bidding on Water Authority procurements for goods and/or services for a period of up to three (3) years.**

Authorized Signature: _____ (Must be Notarized)

Date: _____

Printed Name: _____

Title: _____

ACKNOWLEDGMENT

State of New Mexico

County of _____

Signed and sworn to before me on _____ by _____.

My Commission expires on: _____

Notary Public

RESIDENT BUSINESS/CONTRACTOR PREFERENCE FORM

For a resident business/contractor preference the State of New Mexico Taxation and Revenue Department Certification of Eligibility MUST be attached. If an offer is received without a copy of the appropriate State of New Mexico Taxation and Revenue Department issued Certification attached the preference will not be applied. **PREFERENCE CERTIFICATION(S) WILL NOT BE ACCEPTED AFTER THE DEADLINE FOR RECEIPT OF BIDS OR PROPOSALS.** The Offeror shall upload the certificate each time an offer is submitted. (Resident business/contractor preference is not applicable for those projects which are federally funded.)

(IMPORTANT: State of New Mexico Taxation and Revenue Department issued certification MUST be attached to this form to receive preference.)

An Offeror **may not** receive both the resident business/contractor preference and the resident veteran business/contractor preference.

This preference will increase the Offeror's score for a request for proposals by five percent (5%) of the total possible points to be awarded or for a request for bids reduce the bid by five percent (5%) for award purposes.

_____ (NAME OF BUSINESS) hereby certifies the following in regard to application of the resident business/contractor preference to this procurement:

Offeror has submitted a copy of a valid resident business/contractor certificate with its proposal to receive a resident business/contractor preference pursuant to Sections 13-1-21 or 13-4-2 NMSA 1978, allowing the five percent (5%) preference on this solicitation.

Offeror declares under penalty of perjury that this statement is true to the best of its knowledge and understands that giving false or misleading statements about material fact regarding this matter constitutes a crime.

Resident Business/Contractor _____ Date _____

(Must be signature of authorized signatory for the business.)

RESIDENT VETERAN BUSINESS/CONTRACTOR PREFERENCE FORM

*For a resident veteran business/contractor preference the **State of New Mexico Taxation and Revenue Department Certification of Eligibility MUST be attached.** If an offer is received without a copy of the appropriate State of New Mexico Taxation and Revenue Department issued Certification attached the preference will not be applied. **PREFERENCE CERTIFICATION(S) WILL NOT BE ACCEPTED AFTER THE DEADLINE FOR RECEIPT OF BIDS OR PROPOSALS.** The Offeror shall upload the certificate each time an offer is submitted. (Resident veteran business/contractor preference is not applicable for those projects which are federally funded.)*

An Offeror **may not** receive both the resident business/contractor preference and the resident veteran business/contractor preference.

This preference will increase the Offeror's score for a request for proposals by ten percent (10%) of the total possible points to be awarded or for a request for bids reduce the bid by ten percent (10%) for award purposes.

_____ (NAME OF BUSINESS) hereby certifies the following in regard to application of the resident business/contractor preference to this procurement:

Offeror has submitted a copy of a valid resident veteran business/contractor certificate with its proposal to receive a resident veteran business/contractor preference pursuant to Sections 13-1-21 or 13-4-2 NMSA 1978, allowing the ten percent (10%) preference on this solicitation.

Offeror declares under penalty of perjury that this statement is true to the best of its knowledge and understands that giving false or misleading statements about material fact regarding this matter constitutes a crime.

"In conjunction this with procurement and the requirements of this business' application for a resident veteran business/contractor preference under Sections 13-1-21 or 13-4-2 NMSA 1978, when awarded a contract which was on the basis of having such veteran preference, I agree to report to the State Purchasing Division of the General Services Department the awarded amount involved. I will indicate in the report the award amount as a purchase from a public body or as a public works contract from a public body as the case may be."

Offeror declares under penalty of perjury that this statement is true to the best of its knowledge and understands that giving false or misleading statements about material fact regarding this matter constitutes a crime.

Resident Veteran Business/Contractor Date
(Must be signatures of authorized signatory for the business.)

CAMPAIGN CONTRIBUTION DISCLOSURE FORM

Pursuant to the Procurement Code, NMSA 1978 Section 13-1-191.1, et seq., as amended, any prospective contractor seeking to enter into a contract with any state agency or local public body for professional services, a design and build project delivery system, or the design and installation of measures the primary purpose of which is to conserve natural resources must file this form with that state agency or local public body. This form must be filed even if the contract qualifies as a small purchase or a sole source contract. The prospective contractor must disclose whether they, a family member or a representative of the prospective contractor has made a campaign contribution to an applicable public official of the state or a local public body during the two years prior to the date on which the contractor submits a proposal or, in the case of a sole source or small purchase contract, the two years prior to the date the contractor signs the contract, if the aggregate total of contributions given by the prospective contractor, a family member or a representative of the prospective contractor to the public official exceeds two hundred and fifty dollars (\$250) over the two year period.

Furthermore, the state agency or local public body may cancel a solicitation or proposed award for a proposed contract pursuant to Section 13-1-181 NMSA 1978 or a contract that is executed may be ratified or terminated pursuant to Section 13-1-182 NMSA 1978 of the Procurement Code if: 1) a prospective contractor, a family member of the prospective contractor, or a representative of the prospective contractor gives a campaign contribution or other thing of value to an applicable public official or the applicable public official's employees during the pendency of the procurement process or 2) a prospective contractor fails to submit a fully completed disclosure statement pursuant to the law.

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

THIS FORM MUST BE INCLUDED IN THE REQUEST FOR PROPOSALS AND MUST BE FILED BY ANY PROSPECTIVE CONTRACTOR WHETHER OR NOT THEY, THEIR FAMILY MEMBER, OR THEIR REPRESENTATIVE HAS MADE ANY CONTRIBUTIONS SUBJECT TO DISCLOSURE.

The following definitions apply:

“Applicable public official” means a person elected to an office or a person appointed to complete a term of an elected office, who has the authority to award or influence the award of the contract for which the prospective contractor is submitting a competitive sealed proposal or who has the authority to negotiate a sole source or small purchase contract that may be awarded without submission of a sealed competitive proposal.

“Campaign Contribution” means a gift, subscription, loan, advance or deposit of money or other thing of value, including the estimated value of an in-kind contribution, that is made to or received by an applicable public official or any person authorized to raise, collect or expend contributions on that official's behalf for the purpose of electing the official to statewide or local office. “Campaign Contribution” includes the payment of a debt incurred in an election campaign, but does not include the value of services provided without compensation or unreimbursed travel or other personal expenses of individuals who volunteer a portion or all of their time on behalf of a candidate or political committee, nor does it include the administrative or solicitation expenses of a political committee that are paid by an organization that sponsors the committee.

“Family member” means spouse, father, mother, child, father-in-law, mother-in-law, daughter-in-law or son-in-law of (a) a prospective contractor, if the prospective contractor is a natural person; or (b) an owner of a prospective contractor.

“Pendency of the procurement process” means the time period commencing with the public notice of the request for proposals and ending with the award of the contract or the cancellation of the request for proposals.

“Prospective contractor” means a person or business that is subject to the competitive sealed proposal process set forth in the Procurement Code or is not required to submit a competitive sealed proposal because that person or business qualifies for a sole source or a small purchase contract.

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

Names of Applicable Public Officials (completed by State Agency or Local Public Body):

Mayor Richard J. Berry
Art De La Cruz
Pat Davis
Trudy E. Jones

Debbie O’Malley
Ken Sanchez
Maggie Hart Stebbins
Pablo R. Rael

DISCLOSURE OF CONTRIBUTIONS BY PROSPECTIVE CONTRACTOR:

Contribution Made By: _____

Relation to Prospective Contractor: _____

Date Contribution(s) Made: _____

Amount(s) of Contribution(s) _____

Nature of Contribution(s) _____

Purpose of Contribution(s) _____

(Attach extra pages if necessary)

Contractor Firm Name

Signature

Date

Title (position)

--OR--

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

Contractor Firm Name

Signature

Date

Title (Position)

[END OF PART 5]

PART 6
DRAFT AGREEMENT

THIS AGREEMENT is made and entered into on the date of the last signature entered below by and between the Albuquerque Bernalillo County Water Utility Authority, a New Mexico political subdivision, P.O. Box 568, Albuquerque, New Mexico 87103-0568 (hereinafter referred to as the "Water Authority"), and _____ (hereinafter referred to as the "Contractor"), a _____, whose address is _____.

RECITALS

WHEREAS, the Water Authority issued a Request For Proposals, P2017000001, titled "Sub-Surface Utility Locating Services", 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 P2017000001, which proposal is attached hereto as Exhibit B and by this reference made a part of this Agreement; and

WHEREAS, the Water 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 Water Authority:

Provide subsurface utility locating (SUL) services including, but not limited to, utility location and verification services via destructive and/or non-destructive methods in support of the Albuquerque Bernalillo County Water Utility Authority's ("Water Authority") professional engineering and construction services for design and/or construction of proposed Water Authority projects,

n accordance with Exhibit A as supplemented by Exhibit B.

2. Time of Performance. Services of the Contractor shall commence on ____ day of _____, 20__, 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 two years of the date of execution of this Agreement. This Agreement may be extended for up to two (2) additional one-year periods upon written agreement of the parties.

3. Compensation and Method of Payment.

A. Compensation. For performing the Services specified in Section 1 hereof, the Water Authority agrees to pay the Contractor up to the amount of Five Hundred Thousand Dollars (\$500,000.00) for the two year term, 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. Up to an additional Five Hundred Thousand Dollars (\$500,000.00) may be added if the contract is extended for any mutually agreeable additional term.

B. Method of Payment. Such amount shall be paid to the Contractor in accordance with Exhibit C, Cost Proposal, which is attached hereto and by this reference made a part of this Agreement. Payments shall be made to the Contractor upon completion of each task, upon

receipt by the Water Authority of a properly documented requisition for payment as determined by the budgetary and fiscal guidelines of the Water Authority and on the condition that the Contractor has accomplished the Services to the satisfaction of the Water Authority.

C. Appropriations. Notwithstanding any other provisions in this Agreement, the terms of this Agreement are contingent upon the Water Authority Board making the appropriations necessary for the performance of this Agreement. If sufficient appropriations and authorizations are not made by the Water Authority Board, this Agreement may be terminated at the end of the Water Authority's then current fiscal year upon written notice given by the Water Authority to the Contractor. Such event shall not constitute an event of default. All payment obligations of the Water Authority and all of its interest in this Agreement will cease upon the date of termination. The Water 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 Water 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 Water 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 Water 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 Water 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 Water 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 Water Authority and its officials, agents and employees from and against any and all claims, actions, suits or proceedings of any kind brought against said parties because of any injury or damage received or sustained by any person, persons or property to the extent arising out of or resulting from the negligent acts, errors, omissions, and performance by the Contractor under this Agreement or by reason of any asserted act or omission, neglect or misconduct of the Contractor or Contractor's agents or employees or any subcontractor or its agents or employees. The indemnity required hereunder 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 insurances required in Section 1.27 have been obtained and the proper certificates and riders or endorsements (or policies) have been submitted to the Water Authority.

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 Water 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 Water 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 Water Authority may require, there shall be furnished to the Water Authority such statements, records, reports, data and information, as the Water Authority may request pertaining to matters covered by this Agreement. Unless authorized by the Water Authority, 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 Water Authority.

11. Conflict of Interest; Governmental Conduct Act. The Contractor warrants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance or services required under this Agreement. The Contractor certifies that the requirements of the Governmental Conduct Act, Sections 10-16-1 through 10-16-18, NMSA 1978, regarding contracting with a current or former "public officer or employee" have been followed.

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

13. Audits and Inspections. At any time during normal business hours and as often as the Water Authority may deem necessary, there shall be made available to the Water Authority for examination all of the Contractor's records with respect to all matters covered by this Agreement. The Contractor shall permit the Water 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.

14. 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 Water 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.

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

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

17. 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 Water Authority thereto.

18. 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 Water 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 Water 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 Water Authority for damages sustained by the Water Authority by virtue of any breach of this Agreement by the Contractor, and the Water 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 Water Authority from the Contractor is determined.

19. Termination for Convenience of the Water Authority. The Water 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 Water Authority as provided herein, the Contractor shall be entitled to receive just and equitable compensation for any work satisfactorily completed hereunder. If this Agreement is terminated due to the fault of the Contractor, the preceding section hereof relative to termination shall apply.

20. 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.

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

22. 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. Exhibits A and B, attached hereto, are hereby made a part of this Agreement.

23. 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 rules and regulations of the Water Authority.

24. Approval Required. This Agreement shall not become effective or binding until approved by the Executive Director.

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

**ALBUQUERQUE BERNALILLO COUNTY
WATER UTILITY AUTHORITY**

CONTRACTOR:

Approved By:

Mark S. Sanchez, Executive Director

By: _____

Date: _____

Title: _____

Date: _____

Reviewed by:

State Taxation and Revenue Department

Taxpayer Identification No.: _____

Charles W. Kolberg, General Counsel

Federal Taxpayer Identification No.

Date: _____

[END OF PART 6]

**APPENDIX A
COST PROPOSAL
APPENDIX A**

SUB-SURFACE UTILITY LOCATING SERVICES P2017000001

Unit Price Cost Proposal

ITEM	DESCRIPTION	ESTIMATED QUANTITY	UNITS	UNIT COST	EXTENDED COST
1	Quality Level A - Locate (Pothole) & Map unpaved area 10' deep or less	100	Ea		
2	Quality Level A - Locate (Pothole) & Map unpaved area, extra depth per foot	50	VF		
3	Quality Level A - Locate (Pothole) & Map asphalt, concrete, or landscaped areas 10' deep or less	100	Ea		
4	Quality Level A - Locate (Pothole) & Map asphalt, concrete, or landscaped areas, extra depth per foot	50	Hr		
5	Utility Locate/Pothole: Hourly Rate plus EMD if Requested	100	Hr		
6	Quality Level B – Surface Designate & Map	100	Hr		
7	Quality Level C – Surface Visible Feature Survey & Sketch	100	Hr		
8	Quality Level D – Records Search & Sketch	100	Hr		
9	Professional Surveying Services, Licensed New Mexico Surveyor, Hourly Rate	40	Hr		
10	CADD Drawing of Pothole Underground Utilities and Visible Features, Hourly Rate	40	Hr		
Subtotal of Items 1-10					
Permits Allowance – Not to Exceed					\$10,000.00
Subtotal of Items 1-10 Plus Permits Allowance					
NMGRT @ 7.00%					
Definitions – Unit Abbreviations: Ea = Each, Hr = Hour, VF = Vertical Foot					
TOTAL					

Total amount spelled out in words on the above two (2) lines

Note: The quantities shown on the Cost Proposal are estimated quantities only. The Water Authority reserves the right to purchase more than or less than the quantities shown. In any event, the unit bid prices shall govern for the duration of the Contract. Any and all price increases for items specified under the bid shall be mutually agree upon via a Contract modification and shall become effective upon written approval by both parties.

Albuquerque Bernalillo County Water Utility Authority

Request for Proposals

Solicitation Number: P2017000001

Sub-Surface Utility Locating Services

ADDENDUM NO. 1

August 23, 2016



Deadline for Receipt of Offers: August 31, 2016 5:00 p.m. (Mountain Time)

The Water Authority eProcurement System will not allow proposals to be submitted after this date and time.

**ABCWUA
Purchasing Office**
(Revised 02/18/2016)

P2017000001, Addendum No. 1

Sub-Surface Utility Locating Services

P2017000001, Addendum No. 1 is to answer vendor questions.

Q. *Offeror shall have a minimum of five (5) years of experience with such methods and shall have completed a minimum of 5,000 utility locates (potholes) in the **Water Authority's service area**.*
Does the experience have to be limited to your service area? We have performed well over 5,000 Utility locates (test holes) in multiple states.

A. *Please change the specification to read as follows:*
Offeror shall have a minimum of five (5) years of experience with such methods and shall have completed a minimum of 5,000 utility locates (potholes).

Q. *Where can we apply for a GA-2 license – I wasn't able to find it on the website?*

A. *Please refer to New Mexico General Construction licensing classifications:*

<http://164.64.110.239/nmac/parts/title14/14.006.0006.htm>

Specifically:

GENERAL CONSTRUCTION CLASSIFICATIONS:

...

(2) **GA-2 Maintenance and repair. Requires two years' experience. Fix, maintain, repair, patch, mend, cover, fill or replace materials of like substances to that being repaired on streets, roads, highways, parking lots, driveways and alleys. Apply seal coat to driveways and parking lots. Install rumble strips.**

Please incorporate this Addendum in the original RFP document. Sign and return this Addendum acknowledgment with your RFP response.

Acknowledged & Returned:

Signature

Printed Name

Title

Company