

REQUEST FOR PROPOSALS
FOR
RECYCLED WATER AND WASTEWATER MASTER
PLAN AND RATE STUDY
RFP 17-UT-004

As Requested by
THE CITY OF RIO RANCHO, NEW MEXICO



RFP SUBMITTAL DUE DATE:

10:00 AM Thursday, November 03, 2016

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1. INTRODUCTION

1.1. Scope of Work / Specifications. The scope of work and specifications for this RFP are attached as Exhibit A.

Overview. The City of Rio Rancho is soliciting formal proposals from qualified contractors to complete a Recycled Water and Wastewater Master Plan and Rate Study. A brief summary of the purpose of this RFP is to:

- Identify the projects needed to expand ASR (injection) and irrigation with recycled water. Expansion and retrofitting projects at the wastewater treatment plants is a crucial component of this work. This task must include proposed schedules and implementation plans as well as projected costs.
- Develop detailed preliminary cost estimates for the projects to be included in the time period covered by the 5-year Infrastructure Capital Improvements Plan (ICIP). Develop general estimates for projects outside this time period.
- Execute a rate study that will ensure that the City will be able to fund these projects in addition to all operation and maintenance costs for the entire utility.

Background: The City of Rio Rancho, the third-largest City in New Mexico, has a population of approximately 95,000. It is a fast-growing City that provides water and sewer services to residents, businesses, schools, and other institutions through 33,455 accounts. Rio Rancho is wholly dependent on groundwater for its water resources.

The City has two permits from the New Mexico Office of the State Engineer (OSE) allowing it to pump water from the aquifer for its customers. Each permit allows the City to divert 12,000 acre-feet per year for a total of 24,000 annual acre-feet. The second permit was applied for in 1993 but was delayed by several disagreements between the City and the OSE regarding its terms and requirements.

In 2003, the City and the OSE reached a settlement for this second permit. Several requirements were placed on the City with regards to offsetting the depletion effects of the City's pumping. Return flows to the Rio Grande are carefully measured and the City receives credit for them. Additionally, the City is obligated to purchase 728 acre-feet of surface water rights every 5 years. Since this time, the City has been very aggressive and successful in obtaining these surface water rights.

The combination of return flow credits and purchased surface water rights must equal or exceed the calculated depletion effects on the Rio Grande. For several years now, the sum of return flows plus surface water rights owned by the City is almost twice the amount required to meet all obligations mandated by the City's permits with the OSE. The City receives no benefit from the extra discharges and is effectively "overpaying the river."

Existing Recycled Water Program

Through the years, the City has undertaken extensive master planning efforts to develop and implement strategies to protect its water resources and to create a safe and dependable supply of water for the long term. One key resource that has been identified is the effluent from the City's wastewater treatment plants. The City has made great progress in developing this resource and in educating its customers on its value. This work has included a conscious effort to rebrand the resource by using the term "recycled water" to describe the product created at the wastewater treatment plants. This term is common in the industry and has helped the education efforts tremendously.

The creation of the Recycled Water Program began in 2001 with a resolution adopted by the City's Governing Body that set a goal to eliminate discharges of treated wastewater to the Rio Grande. Several factors drove the establishment of this goal. One primary driver was the desire to stop overpaying the river as described above. Also, it was recognized that pumping down the aquifer, using the water only once, and then discharging it to the Rio Grande for the benefit of others was not the most efficient management of the City's water resources.

In 2003, a Recycled Water Master Plan was finalized for the City by MWH Americas. This plan explored and evaluated several potential strategies for how recycled water could be developed as a resource for the City. It laid out a conceptual system plan with alternatives for pipeline routes to connect production facilities (wastewater treatment plants) and potential users. The study also made the case for pursuing aquifer storage and recovery (ASR). Most of the system envisioned by this plan has been constructed or is under construction currently.

At present, the recycled water system consists of four wastewater treatment plants where the recycled water is produced and several miles of pipe which brings it to its end users. The main system begins at Plant 6 (the Cabezon Plant) which is producing near its nominal capacity of 1.2 million gallons per day (MGD). The recycled water is stored in a 3 million gallon partially buried concrete tank. It is then boosted to a 2 million gallon concrete tank in the Loma Colorado area just south of Northern Boulevard. This tank is under construction and will be complete in the fall of 2016. It will serve as the hub of the main recycled water distribution system.

Recycled water is distributed to several City parks and medians along the route between the two tanks. The primary irrigation uses are in the Cabezon area although the Sports Complex on High Resort Boulevard is slated to be converted to recycled water once the supply is increased.

The 2 million gallon tank in the Loma Colorado area will also send recycled water to the injection facility located southwest of the tank. This facility is nearing completion and will be complete in March of 2017. The nearby Advanced Water Treatment facility is currently being equipped to provide final water polishing prior to injection into the groundwater. The required permits from the New Mexico Environment Department and the Office of the State Engineer have been acquired and the City is permitted to inject 1000 acre-feet per year. Expansion of the recycled water system, especially the aquifer storage and recovery component, is the major focus of this master planning effort.

The older portion of the recycled water system begins with Wastewater Treatment Plant 1 and Wastewater Treatment Plant 2. Plant 1 is a conventional plant that currently operates at about 0.45 MGD. A small portion of recycled water from this plant feeds the Vista Verde Cemetery, a private cemetery in the City. The remaining recycled water is piped north and serves Club Rio, a private golf course. In the summer, Club Rio also receives recycled water from Plant 2. In the winter when Club Rio uses little water, the water from Plant 1 is pumped to Plant 2 where the effluent from both plants is discharged to the Rio Grande.

Plant 1 is being replaced with a new 1.5 MGD facility that will be tied into the system that feeds the Loma Colorado tank and the injection system. This plant is being built using a design-build delivery method for which the procurement process is currently underway. The Vista Verde cemetery will continue to be served by the new plant but not Club Rio. Club Rio will be served completely by Plant 2 at that time.

Plant 2 has a nominal capacity of 5.5 MGD and is operating over 4 MGD at present. It is also a conventional plant. The City desires to perform additional treatment at this plant in the future so as to enable the water to be tied in the Loma Colorado system with its current and future injection wells. Details on the scope and timing of these plant modifications are also one of the main focuses of this master planning effort.

Plant 3 is a 0.85 MGD conventional plant that has been decommissioned. The discharge permit for this plant is still maintained by the City. One component of this planning effort is to develop a recommendation and plan for the future of this plant.

The final segment of the recycled water system is the Plant 5 (Mariposa) system. This small plant has a nominal capacity of 0.5 MGD although it is currently operating at only a fraction of this. This system is not connected to any other portion of the recycled water system. The recycled water is discharged to an infiltration gallery permitted by the Office of the State Engineer. Future plans for this facility need to be a part of this master planning effort.

Related recycled water topics include ordinances and rates that have been adopted by the City. A new ordinance governing new users of recycled water has been enacted and is available for viewing on the City's website. This ordinance details requirements placed on new users with regards to permitting and usage. Also, in 2015 the rate charged for recycled water was set at a fixed 20% of the potable commercial irrigation rate.

Next Stage of Planning

As stated above, most of the work envisioned in the 2003 study has been completed or is nearing completion. The City now has a need to update the master plan and develop the next phases of the program. The importance of this component of the City's overall water master plans cannot be overstated. Fully implementing the Recycled Water Program is extremely important for customers in the future but is also important for today's customers and residents. Encouraging economic development and job creation today is highly dependent on being able to demonstrate to employers and developers that the City has solid plans and strategies for ensuring a good, strong water supply for the future.

It is obvious that an important component of the expansion of the Recycled Water Program is the production facilities—the wastewater treatment plants. Not only does the City need to ensure that there is adequate treatment capacity for future growth, but it also needs to ensure that the effluent is able to be reused rather than being discharged to the Rio Grande in the current large quantities. The interconnectedness of wastewater treatment and the recycled water program is why this master planning effort is being conducted for both.

Another key component of this master plan is the need for the City to conduct a rate study to ensure that water and wastewater operations and critical infrastructure improvements are funded. The rate study will review all operations of the utilities as described later in this solicitation.

1.3. Point of Contact. This RFP is issued on behalf of the City of Rio Rancho by the Purchasing Office, which is **THE SOLE POINT OF CONTACT DURING THE PROCUREMENT PROCESS**. Communications initiated by a respondent to this RFP (the "Offeror") with members of the Governing Body or City personnel, other than as coordinated by the Point of Contact noted below, shall be grounds for Offeror disqualification. Any inquiries or requests during this procurement shall be submitted to

the following Point of Contact in writing:

City of Rio Rancho
 Department of Financial Services
 Attention: Shonna Ybarra, Purchasing and Contracts Manager
 3200 Civic Center Circle NE
 Rio Rancho, NM 87144
 (505) 891-5044
sybarra@rrnm.gov

2. CONDITIONS GOVERNING PROCUREMENT

2.1. Overview. This section of the RFP contains the RFP schedule for the procurement, describes the major RFP events and milestones and specifies general conditions governing the procurement.

2.2. Schedule of Events. Dates are subject to change. The City will make every effort to adhere to the following schedule:

Action	Responsibility	Date	Time
Issue RFP	City of Rio Rancho	Sunday, September 25, 2016	NA
Return of Acknowledgement Form	Potential Offerors	ASAP	
Deadline to Submit Written Questions	Potential Offerors	Monday, October 24, 2016	5:00 PM
Response to Written Questions	City of Rio Rancho	Thursday, October 27, 2016	
Submission of Proposals	Offerors	Thursday, November 03, 2016	10:00 AM

Offerors will be notified by the Purchasing Department if and when to expect interview and Best and Final Offer dates.

2.2.1. Issuance of RFP. This RFP is being issued by the City of Rio Rancho Purchasing Division on the date specified in the Schedule of Events above.

2.2.2. Pre-Proposal Conference. A pre-proposal conference will not be held for this project.

2.2.3. Return of Acknowledgement Form for Distribution List. Potential Offerors should return the Acknowledgement Form (see Appendix D) via email, fax, hand deliver or registered mail to have their firm placed on the procurement distribution list. Failure to return this form will prevent the potential Offeror's firm name from appearing on the procurement distribution list. The procurement distribution list will be used for distribution of important information regarding this procurement. **A valid email address must be provided.**

2.2.4. Written Questions and RFP Amendments. Potential Offerors may submit written questions as to the intent or clarity of this RFP until the date and time specified in the schedule of events. All written questions must be sent by email and addressed to the Point of Contact (see Section 1.3). Written responses to written questions and any RFP amendments will be distributed to all Potential Offerors whose organization name appears on the procurement distribution list, via

electronic email (email). A valid email address must be provided for this and other purposes. All addenda and communications will also be posted to the City's website at the following address: www.rnm.gov/bids. It is the responsibility of all potential Offerors to ensure that all addenda have been received before submitting their proposal.

2.2.5. Submission of Proposal. All Offeror proposals must be received by the City no later than the date and time specified in the schedule of events. Proposals received after this deadline will not be accepted. The date and time of receipt will be recorded on each proposal. Proposals must be hand delivered or mailed to:

**City of Rio Rancho
Clerk's Office
Attention: Shonna Ybarra, Purchasing and Contracts Manager
City Hall, 3200 Civic Center Circle Suite 150
Rio Rancho, New Mexico 87144**

No other methods of proposal delivery will be accepted. Proposals must be submitted in a sealed package or envelope listing the following information on the outside:

**RFP Title:
Recycled Water and Wastewater Master Plan and Rate Study
RFP 17-UT-004**

The City shall not be responsible for proposals that are mailed and not received by the opening date and time specified in this section. Receipts for hand delivered proposals may be issued by the City Clerk's Office (upon request).

Delayed Opening or Closing of City Offices: In the event that City Hall is officially on a delayed opening for any reason (for example, inclement weather) and City Hall is not open at least two (2) hours prior to bid opening, the deadline for bid and proposal submissions will be delayed for exactly the amount of time indicated in the official City announcement. For example, if City Hall is on a two (2) hour delay, deadline for receipt of bids and proposals due prior to 12:00 p.m. will be delayed by two (2) hours and bids due after 12:00 p.m. will be due at their regularly scheduled time. Also, if City Hall is officially closed for any reason (such as inclement weather) for all or part of the day that submission of bids is due (other than an official, announced delayed opening), bids will be due at the same time on the following business day. Any delayed opening or closing of City Hall will be announced on the City's website, www.rnm.gov.

2.2.6. Proposal Evaluation. The evaluation of proposals will be performed by the Evaluation Committee within ninety (90) days of the submission deadline indicated in the schedule of events, or such later date as the City may designate in writing.

2.2.7. Offeror Responsibility. Only those proposals submitted by any Offeror deemed to be a Responsible Offeror will be included for further review. A Responsible Offeror is a person or entity that submits a proposal and furnishes, when required, information and data to prove that the Offeror's financial resources, production or service facilities, personnel, service reputation and experience are adequate to make satisfactory delivery of the services, construction, or items of tangible personal property described in this RFP.

- 2.2.8. Oral Presentations.** The Evaluation Committee may request oral presentations by the Finalist Offerors. If this is required, the presentations will take place at City Hall in Rio Rancho on the date established by the City. As a result of any oral presentation, proposals will be re-scored using the same scoring methodology already indicated in this RFP.
- 2.2.9. Award without Discussions.** An award on the basis of the initial proposals may be made without further negotiations unless further discussions are determined to be necessary. An award without discussions will only be made if the offer is accepted as submitted.
- 2.2.10. Selection of Finalists.** If an award is not made on the basis of the initial proposals, finalist will be identified based on the Evaluation Committee's determination that the identified finalists' proposals have a reasonable chance of being chosen for award, based on the criteria set forth in this RFP. The Point of Contact will notify the Finalist Offerors via mail or email. Those not selected as a finalist will be notified of their status via mail or email.
- 2.2.11. Discussions with Finalists.** The scope of discussions with identified finalists may include, but may not be limited to, communication in writing, by telephone, or in face-to-face-meetings. Any communication received from the City shall be acknowledged immediately by the Finalist Offerors. Finalist Offeror shall ensure that adequate contact information is provided with the submitted proposal. Multiple contacts may be provided. Discussions will be limited to specific deficiencies, ambiguities, and weak aspects of the Offeror's proposal. Discussions will not disclose strengths and weaknesses of competing Offerors, or information from an Offeror's proposal which would allow improvement in another Offeror's proposal. Upon completion of discussions, finalists will be asked to submit a best and final offer.
- 2.2.12. Proposal Revisions and Best and Final Offers.** Finalist Offerors may be asked to submit additional information and/or revisions to their proposals which may be used for the purpose of obtaining best and final offers. For any proposal revisions and/or best and final offer received, offers will be re-scored using the same scoring methodology already indicated in this RFP. The City reserves the right to request multiple rounds of proposal revisions or best and final offers. An award on the basis of any round of scoring may be made without further negotiations unless further discussions are determined to be necessary.
- 2.2.13. Finalize Contract.** The Contract will be finalized with the most advantageous Offeror. In the event that mutually agreeable terms cannot be reached within the time specified, the City reserves the right to finalize a contract with the next most advantageous Offeror without undertaking a new procurement process or reserves the right to cancel the award.
- 2.2.14. Protest Deadline.** The ten (10) day protest period for Offerors shall begin on the day following the notification of the contract award and will end at 5:00 pm MT on the tenth calendar day following the notification of the contract award. Protests must be submitted in writing and must include the name and address of the protestant and the RFP number. It must also contain a statement of grounds for protest and be addressed and delivered to the Point of Contact.

- 2.2.15. Notice.** The City of Rio Rancho Procurement Code imposes civil and criminal penalties for its violation, in addition to the felony penalties for illegal bribes, gratuities and kickbacks imposed by the New Mexico Statutes.

2.3. General Proposal Requirements and Miscellaneous Information

2.3.1 General Proposal Requirements. Proposals shall be prepared simply and economically, providing a straightforward, concise description of the Offeror's ability to meet the requirements of this RFP. Emphasis shall be placed on the quality, completeness, and clarity of content of the proposal.

- 2.3.1.a** Offerors shall carefully read the information contained in this RFP and submit a complete response to all requirements and questions as directed. Incomplete proposals may be considered non-responsive and subject to rejection.
- 2.3.1.b** Proposals and any other information submitted by Offerors in response to this RFP shall become the property of the City.
- 2.3.1.c** Offerors shall prepare and develop proposals at the sole cost and expense of the Offeror.
- 2.3.1.d** Proposals that are qualified with conditional clauses, alterations, or irregularities of any kind are subject to rejection by the City, at its option.
- 2.3.1.e** The City makes no representations of any kind that an award of contract will be made as a result of this RFP, or subsequent RFP. The City reserves the right to accept or reject any or all proposals, waive any formalities or minor technical inconsistencies, and/or delete any item/requirements from this RFP when deemed to be in City's best interest.
- 2.3.1.f** Proposals shall consist of responses to the submission requirements identified in Section 4 of this RFP. Please identify the requirement number in the proposals when responding to each.
- 2.3.1.g** Failure to comply with all requirements contained in this RFP may result in the rejection of proposal.
- 2.3.1.h** It is incumbent upon each Offeror to carefully examine all specifications, terms, and conditions contained herein. Any inquiries, suggestions, or requests concerning interpretation, clarification or additional information shall be made in writing, (facsimile transmissions acceptable, email is preferred) through the contact named above. The City will not be responsible for any oral representation(s) given by any employee, representative or others. The issuance of a written addendum is the only official method by which interpretation, clarification or additional information can be given. If it becomes necessary to revise or amend any part of this RFP, notice may be obtained by accessing our web site. Respondents in their proposal must acknowledge receipts of amendments. **Each Offeror should ensure that they have received all addenda and amendments to this RFP before submitting their proposal.**
- 2.3.1.i** A proposal may be modified or withdrawn in person at any time BEFORE the scheduled due date and time of proposals provided a receipt for the withdrawn proposal is signed by the Offeror's authorized representative. The City reserves the right to request proof of authorization to withdraw a proposal.

2.3.2. Miscellaneous Information

- 2.3.2.a. Public information.** All information, documentation, and other materials submitted in response to this RFP are considered non-confidential and/or non-proprietary and are subject to public disclosure after the solicitation is completed. The contents of any proposal shall not be disclosed during any negotiations that may occur. All proposals shall be valid until the contract is awarded. For purposes of understanding, award of contract means, negotiations are complete and a contract is executed. Proposals shall not be opened publicly and shall not be open to public inspection until after an Offeror has been selected for award and the contract has been fully executed. An Offeror may request in writing nondisclosure of confidential data. Such data shall accompany the proposal and shall be readily separable from the proposal in order to facilitate eventual public inspection of the no confidential portion of the proposal.
- 2.3.2.b. City's Reservation of Rights.** The City may evaluate the proposals based on the anticipated completion of all or any portion of the project. The City reserves the right to divide the project into multiple parts, to reject any and all proposals and re-solicit for new proposals, or to reject any and all proposals and temporarily or permanently abandon the project. The City makes no representations, written or oral, that it will enter into any form of agreement with any Offeror to this RFP for any project and no such representation is intended or should be construed by the issuance of this RFP.
- 2.3.2.c. Clarification.** The City may, in the evaluation of proposals, request clarification from Offerors regarding their proposals, obtain additional material or literature, and pursue other avenues of research as necessary to ensure that a thorough evaluation is conducted.
- 2.3.2.d. Acceptance of Evaluation Methodology.** By submitting a proposal in response to this RFP, the Offeror accepts the evaluation process and acknowledges and accepts that determination will require subjective judgments by the City. The proposal scoring highest among all proposals in a particular evaluation criterion may not receive 100% of the points assigned to that criterion.
- 2.3.2.e. No Reimbursement for Cost.** Offeror acknowledges and accepts that any costs incurred from the Offeror's participation in this RFP process shall be at the sole risk and responsibility of the Offeror. Offerors submit proposals at their own risk and expense.
- 2.3.2.f. Ethical Conduct.** The City of Rio Rancho expects the highest level of ethical conduct from Offerors including adherence to all applicable laws and local ordinances regarding ethical behavior.
- 2.3.2.g. Negotiation of Contract.** Offeror must submit, in redline form, any proposed changes to the proposed Contract attached as Appendix B. After identifying the selected Offeror(s), the City will attempt to negotiate final terms of a Contract with such Offeror, on such terms as the City deems in its best interest. The City reserves the right to negotiate all elements of the Contract.
- 2.3.2.h. Right to Terminate Negotiations.** If an agreement cannot be made with the selected Offeror, City reserves the right to terminate negotiations with that party and enter into negotiations with the next highest qualified Offeror.
- 2.3.2.i. Modification.** Proposals may be modified by written notice provided such notice is received prior to the hour and the date specified for receipt of offers.

2.3.2.j. Application of Resident, Veteran, Local, Area, and Recycled Content Goods Preference.**DEFINITIONS:**

- LOCAL BUSINESS means a Resident Business or Resident Contractor which:
 - (a) Is authorized to do and is doing business under the laws of the State of New Mexico;
 - (b) Possesses a current city business registration;
 - (c) Maintains its principal place of business within the corporate limits of the city; and
 - (d) Agrees to furnish evidence, in a form suitable to the city, of its payment of New Mexico Gross Receipts Tax.
- AREA BUSINESS means a Resident Business or Resident Contractor which:
 - (a) Is authorized to do and is doing business under the laws of the State of New Mexico;
 - (b) Possesses a current city business registration;
 - (c) Maintains a bona fide place of business within the corporate limits of the city, and agrees to conduct its activities pursuant to the contract for which it is bidding or proposing, to the extent practicable, from that place of business; and
 - (d) Agrees to furnish evidence, in a form suitable to the city, of its payment of New Mexico Gross Receipts Tax.
- RECYCLED CONTENT GOODS has the meaning set forth in NMSA 1978 § 13-1-21(A)(6), as amended from time to time.
- RESIDENT BUSINESS has the meaning set forth in NMSA 1978 § 13-1-21(A)(5), as amended from time to time.
- RESIDENT CONTRACTOR has the meaning set forth in NMSA 1978 § 13-4-2(A)(5), as amended from time to time.
- RESIDENT VETERAN BUSINESS has the meaning set forth in NMSA 1978 § 13-1-22(A)(7), as amended from time to time.
- RESIDENT VETERAN CONTRACTOR has the meaning set forth in NMSA 1978 § 13-4-2(A)(6), as amended from time to time.
- STATUTORY PREFERENCE means the preference for Resident Businesses, Resident Contractors, Resident Veteran Businesses, Resident Veteran Contractors, and Recycled Content Goods provided in NMSA 1978 §§ 13-1-21 or 13-4-5, as amended from time to time.
- QUALIFYING COMPANY means a company that qualifies for a Statutory Preference under NMSA 1978 §§ 13-1-21 or 13-4-5, as amended from time to time.

INSTRUCTIONS:

- In all invitations for bid and requests for proposals, the Statutory Preferences shall be applied in the manner set forth in NMSA 1978 §§ 13-1-21 or 13-4-5, as amended from time to time.
- A copy of a valid Resident Business Certificate, Resident Veteran Business, Resident Veteran Contractor or Resident Contractor Certificate issued by the New Mexico Taxation & Revenue Department. Information regarding resident preference can be obtained by contacting the Point of Contact as listed herein.
- In addition to the Statutory Preferences, a preference for Local Businesses and Area Businesses shall be administered in the same manner as the Statutory Preferences, as follows:
 - (1) in the event a Local Business submits a qualifying bid or proposal

and one or more Qualifying Companies also submits a bid or proposal, the Local Business shall receive a two percent (2%) preference in addition to (and not in lieu of) the Statutory Preference; and (2) in the event an Area Business submits a qualifying bid or proposal and one or more Qualifying Companies also submits a bid or proposal, the Area Business shall receive a one percent (1%) preference in addition to (and not in lieu of) the Statutory Preference.

- An offeror or bidder can only qualify as either a Local Business or an Area Business, not both.
- In addition to the definitions and criteria set forth in this section, the central purchasing office may impose additional requirements regarding the nature, size and/or location of offerors or bidders in any request for proposals or invitation for bids. As a result, companies responding to such solicitations should review the solicitation documents thoroughly.
- Information regarding the City's Procurement Code and the application of the local and resident preference can be obtained by contacting the Point of Contact as listed herein.
- For consideration for the Area, Local, and Recycled Content Goods preference, the Offeror must complete the Preference Certification Form, attached hereto as Appendix C, in accordance with the instructions and return the form with its Technical Proposal.
- In addition to the definitions and criteria set forth in the section, when a joint bid or joint proposal is submitted by both resident and non-resident businesses, the resident business preference provided pursuant to Subsection B or C of the NMSA 1978 §§ 13-1-21 or 13-4-5, as amended from time to time, shall be reduced in proportion to the percentage of the contract, based on the dollar amount of the goods or services provided under the contract, that will be performed by a non-resident business as specified in the joint bid or proposal.

2.3.2.k. Acceptance of Proposals. Acceptance of a proposal is contingent upon the Offeror's certification and agreement by submittal of its proposal, to comply with all provisions of the City Procurement Code.

3. PROPOSAL FORMAT AND ORGANIZATION REQUIREMENTS

3.1 Number of Copies. Offeror must submit 1 original and 5 copies of its proposal in a sealed envelope or container.

3.2 Proposal Format.

3.2.1 Proposals shall be limited to a maximum length of 10 pages. The Required Information Form, Table of Contents, the cost proposal, schedule, any requested redlined changes to contract related documents, and other non-scored informational appendices will not be included in the total proposal page count. An additional cover letter may be submitted with a proposal but will not be a scored item and will not be included in the total page count. Any information not included in the page count (i.e. supplemental cover letter, non-scored appendices) may not be reviewed by the evaluation committee. Additional appendices will not be forwarded for review by the RFP Committee. Proposals must include page numbers for each section of the Proposal.

3.2.2 Proposals shall be divided into three clearly defined sections, which shall include:

- 3.2.2.a** Section 1: Required Information Form, Table of Contents, Response to Evaluation Criteria, and any additionally required documents not included in the page count.
- 3.2.2.b** Section 2: Additional non-scored informational appendices, such as promotional documents (these documents may not be reviewed by evaluation committee members).
- 3.2.2.c** Section 3: Cost Proposal and Schedule
- 3.2.3** Proposals shall be printed on letter-size (8-1/2" x 11") paper and assembled with spiral bindings or in 3-ring binders. Graphics incorporated into the proposal may exceed the paper-size requirement. **One (1) CD/DVD/flash drive containing the electronic files of the proposal and cost proposal shall be included with the original proposal submitted.**
- 3.2.4** The City realizes that there may be information in the Offeror's proposal that overlaps different sections. Please make copies of information that goes into multiple sections so that the Evaluation Committee can evaluate each section individually.
- 3.2.5** The City realizes that there may be more than one solution that can be offered by an Offeror. If the solutions are significantly different from each other in the technology suggested and the price of that technology, it is recommended that the Offeror submit two proposals.

4. SUBMISSION REQUIREMENTS AND EVALUATION OF PROPOSALS

- 4.1. Overview.** This section contains the mandatory requirements, evaluation criteria, and related information. Offerors must respond to the mandatory requirements and should respond to the evaluation criteria of this RFP providing the required responses, documentation, or assurances, and complete a Cost Proposal. Failure to respond to any of the evaluation criteria may result in zero points being awarded for that element of the proposal.
- 4.2 Mandatory Proposal Submission Requirements.** Failure to comply with a mandatory requirement will result in disqualification of the proposal.
- 4.2.1 Required Information Form.** Offerors must submit a completed Required Information Form (attached as Appendix A) signed by party authorized to bind the entity submitting the proposal. This form should include the following items:
- The Identity of Offeror including the name of the firm, central address, email address, telephone number, fax number, etc.
 - Disclosure of any Potential Conflicts of Interest. A conflict of interest shall be cause for disqualifying an Offeror from consideration. A potential conflict of interest includes, but is not limited to: (1) Accepting an assignment where duty to the client would conflict with the Offeror's personal interest, or interest of another client. (2) Performing work for a client or having an interest which conflicts with this contract.
 - This page has been signed by a signatory with the authority to bind the Offeror. By signing this Signature Page, through the undersigned representative who has the authority to bind the Offeror, and by submitting a proposal in response to this RFP, the Offeror agrees to perform the services required by such RFP and to adhere to all requirements, specifications, terms

and conditions of the RFP. Offeror further agrees to be bound by this proposal for a minimum of 90 days from the date proposals were due.

4.2.2 Cost Proposal. Offerors shall submit an itemized proposal for each task listed on the Scope of Work, Exhibit A, and the Offeror's proposed work plan.

4.2.3 Project Schedule. Offerors shall submit a detailed project schedule that meets or exceeds the design deadline detailed in the Scope of Work- Exhibit A.

4.3 Evaluation Criteria. Failure to respond to any of the evaluation criteria may result in zero points being awarded for that element of the proposal.

4.3.1 Project Understanding

Provide information about the Offeror's understanding of the project in general. Points will also be affected by the firm's ability to propose an approach that demonstrates a clear understanding of the scope of this project as defined in this RFP.

4.3.2 Work Plan

Provide a well-defined work plan and detailed approach to this project. Points will be awarded based on the ability of each Offeror to provide a clear and concise work plan, schedule, and approach related specifically to this project.

4.3.3 Quality of Proposal

The Offeror shall provide a proposal free of spelling, punctuation, and grammar mistakes. Each Offeror shall exhibit their ability to submit a quality proposal communicating a realistic approach, technical soundness, and enhancements to elements that are outlined in this Request for Proposal. Points may be deducted in this category if proposal contains errors in spelling, punctuation, or grammar. Points may be affected by formatting and organizational mistakes in the proposal. Clarity and realism in approach, technical soundness, and proposed enhancements to elements that are outlined in the RFP may affect points in the category.

4.3.4 Experience

Provide relevant and concise information regarding the experience of proposed project team – include concrete information demonstrating performance of the team members. Identify the experience/performance of key staff that will be assigned to this project. Points will be awarded based on the review committee's perception of quality and relevance of indicated experience, project team, key staff, and demonstrated performance. Points will be deducted from the Offeror's score if the committee feels the information provide is irrelevant to scope described in this RFP.

4.3.5 References

Provide only three non-City of Rio Rancho references for similar services. Offeror must provide a brief narrative describing relevant experience for each of the three references provided. No other references outside of those included in the narrative will be evaluated.

4.3.6 Cost Proposal.

4.3.6.a Offerors must submit a Cost Proposal along with each copy of their proposal submission.

4.3.6.b Cost Proposal Submissions must be submitted in two (2) parts:

4.3.6.b.1 Part (1) – Objective Cost Analysis. The submitted Cost Proposal shall contain a detail of all cost to be billed to the City by the Offeror for each billable item listed in the scope of work (whether billed directly or withheld from revenues collected). The proposal shall include all time and materials with a total “not to exceed” amount. The Offeror should understand that the City will not pay any amount not included in the Cost Proposal. The resulting contract will be time and material contract.

The evaluation of each Offeror’s Cost Proposal will be determined using the following formula:

$$\frac{\text{Lowest Responsive All-In Cost}}{\text{This Offeror's All-In Cost}} \times 30 \text{ pts} = \text{Awarded Points}$$

4.3.6.b.2 Part (2) – Cost Reasonableness. In order to allow for a clear evaluation and comparison, relative to other offers received, Offerors must provide a justification narrative describing all assumptions incorporated in the submitted cost proposal. Offerors are encouraged to provide data to defend the reasonableness of the cost proposal.

Points will be awarded based on the Offeror’s ability to reasonably and adequately explain assumptions included in the development of Part (1) of the cost proposal.

5. Scoring Overview

RFP Section	Factor	Points
	<u>Mandatory Requirements – Pass/Fail</u>	
4.2.1	Required Information Form	Pass/Fail
4.2.2	Cost Proposal	Pass/Fail
4.2.3	Project Schedule	Pass/Fail
	<u>Evaluation Criteria</u>	
4.3.1	Project Understanding	30
4.3.2	Work Plan	30
4.3.3	Quality of Proposal	30
4.3.4	Experience	20
4.3.5	References	10
4.3.5	<u>Cost Proposal Evaluation</u>	
4.3.5.b.1	Objective Cost Analysis	30
4.3.5.b.2	Cost Reasonableness	20
	Total Points	170

Exhibit A

Scope of Work / Specifications for Recycled Water and Wastewater Master Plan and Rate Study RFP 17-UT-004

GENERAL INFORMATION

In accordance with the terms and conditions of the Contract, the Contractor shall perform work for the City of Rio Rancho (City) as described herein. All work accomplished under the contract shall become City property and be used at the City's discretion.

Any changes made to the proposed project team must be approved by written notice from the City prior to any changes being made.

Work is intended to begin the 2nd week in January 2017.

SCOPE OF WORK

Task 1 – Development of Master Plan and Identify Projects Needed

Prepare a master plan document for the City's Recycled Water and Wastewater Treatment Systems. The integrated wastewater and recycled water master plan must provide a comprehensive roadmap for the City's successful implementation of the goals stated in the introduction of RFP 17-UT-004.

Develop the master plan by providing services to analyze the following:

Analyze and recommend locations for the next four injection wells for the Aquifer Storage and Recovery program. Consider the following:

- Hydrologic analysis to determine where the best benefit will be for the City
- Proximity to production facility
- Proximity to existing piping networks
- Location of Advanced Water Treatment activities
- Proximity to homes and businesses to minimize sound and other nuisances
- Land costs
- Pumping costs
- Other issues with locating the facilities
- Proximity to potential users

Analyze and make recommendations for future improvements at the Wastewater Treatment Plants. Consider the following:

- Future treatment demands and growth patterns
- Most optimal locations for expansion projects
- Future plant layouts and configurations
- Retrofit of Plant 2 to produce more water for the ASR system
- Options for the future of Plant 3
- Administration and lab space
- Warehouse and storage capacity

Review and make recommendations for the future of the Mariposa recycled water system and infiltration gallery.

Other considerations:

- Review and discuss permitting requirements including estimated timelines and costs.
- Discuss regulatory and environmental considerations.
- Review and discuss any other relevant issues related to master plan work.

Deliverables: Deliverables shall consist of a comprehensive report of the work completed. The report shall include all necessary drawings, figures, tables, exhibits, cost estimates, and other attachments. Provide ten (10) bound complete bound copies and one (1) electronic copy. The draft comprehensive report will be due April 15, 2017. The final report will be due April 28, 2017.

Task 2: Cost Estimates

Prepare cost estimates and perform other work needed to incorporate the master plan developed in Task 1 into the City's Infrastructure Capital Improvements Plan (ICIP).

- Establish and discuss a recommended schedule and timeline for the projects listed. The City anticipates that this schedule of projects will take at least 20 years to fully implement.
- Perform detailed preliminary estimates for the projects that are to be included in the 5-year timeframe of the next iteration of the ICIP. This task will require some preliminary design work. The cost estimates should include the engineering, construction, project oversight, and operating expenses.

Deliverables: The deliverables for this task include:

- Development and preparation of the wastewater and recycled water ICIP using the City's forms and format. These shall be suitable for inclusion into the department's overall CIP.
- Preparation of the required project forms for the individual projects that are included. The project forms will be due June 5, 2017.

Task 3 - Perform the Rate Study for the Utility

The contractor shall provide and perform a rate study for Water, Wastewater and Recycled Water as described in this section of the Scope of Work. The Rate Study is intended to begin the 1st week in June, 2017.

Cost of Service Analysis

Determine the cost of providing water, wastewater and recycled water service to customer classes using methods endorsed by the AWWA (water) and the WEF (wastewater). During this analysis the following task will be completed:

- **Test Year Cost of Service**
Develop a test year that is representative of the utilities' operations. The test year shall be determined with City staff.
- **Cost Center Allocation**
Based on analysis of existing budget documents and discussions with City staff, the Contractor shall allocate the test year expenditures into cost centers. These cost centers will represent operational areas supporting cost of service rate design.

Water:

- Source of Supply
- Treatment
- Distribution
- Customer Billing
- Administration and General Expenditures
- SCADA
- Regulatory Compliance
- Conservation Efforts
- Water Rights
- Water Quality

Wastewater:

- Collection
- Treatment
- Customer Billing
- Administration and General Expenditures
- SCADA
- Regulatory Compliance
- System Expansion

Recycled Water:

- Distribution
- Customer Billing
- Administrative and General Expenditures
- System Expansion

- **Cost Component Allocation**

The cost components listed below represent the costs associated with providing water, wastewater and recycled water to utilities' customers. As such, these cost components provide an appropriate and efficient means to allocate expenditures to each customer class.

Cost components should be addressed in the test year and should include at least the following:

Water:

- Base water use
- Peak demands
- Customer Billing
- Distribution
- Maintenance
- Fire Protection
- Debt Service
- Replacement Costs
- Others that may be discovered in the study

Wastewater:

- Volume
- Customer Billing
- Collection
- Maintenance
- Industrial pretreatment
- Debt Service

- Replacement Costs
- Others that may be discovered in the study

Recycled Water:

- Base recycled water use
 - Peak demands
 - Customer Billing
 - Distribution
 - Maintenance
 - Debt Service
 - Replacement Costs
 - Others that may be discovered in the study
- **Class Units of Service Development & Allocation to Customer Classes**
Estimate the class service characteristics associated with each of the functional cost elements recognizing the usage analysis, applicable data available in the City's records, engineering judgment about class service requirements, and experience with other utility operations. Based on the service requirements for each class, costs shall be allocated to each customer service class.
 - **Revenue Adequacy Determination**
To determine that revenue meets the cost of providing utilities' services, the Contractor shall prepare an analysis of class revenues under existing utility rates and an analysis of the associated costs for each class. This analysis should also demonstrate whether rate adjustments are needed to align revenues and expenditures.

Rate Design

Existing Rates

Water, wastewater and miscellaneous charges and penalties will be evaluated to determine whether the current rates are sufficient to meet projected expenditures.

Proposed Rates

Based on the City's policies the cost of service results and input from City staff, the Contractor shall design water and wastewater for a 5 year study period. Rate structures will be designed to meet the following objectives:

- Consistency with City policies
- Recovery of total revenues projected in the financial plan
- Equitable and defensible cost recovery
- Administrative simplicity
- Water permit standards & compliance
- Wastewater permit standards & compliance
- Water quality standards & compliance
- Funding for infrastructure needs

Proposed rate structures that include the following parameters will be evaluated:

- Wastewater winter averaging
- Conservation block rates

Two alternative rate structures will be evaluated:

- Postponing implementation of a proposed rate increase for two years
- Distributing the rate increase uniformly over the five-year period

Franchise Fees

Calculate a separate rate for the Franchise Fees charged by the City to the Utility. This rate will be included as a separate component on the customer bill. Currently this fee is included in the rates charged for water and wastewater services.

Water, Wastewater and Recycled Water Revenue Adequacy

Class costs of service and projected revenues to be realized from proposed rates shall be compared to ensure rate adequacy and equitability.

Typical Customer Bill Comparison

A comparison of typical customer bills under the existing and proposed rate structures shall be prepared. The contractor shall also prepare a comparison of typical customer bills for the City and other representative Southwest communities.

Study Reports

- Draft Report Preparation: The draft report will be presented to City staff two weeks prior to the workshop meeting(s). The draft report is due September 15, 2017.
- Final Report: Based on review comments on the draft report, the Contractor shall finalize the Study report and provide it electronically as well as one unbound printed copy. The Final Report is due November 20, 2017.

Meetings

Several meetings will be scheduled by the Contractor with utilities' staff at study milestones to ensure continuous communication and ensure consensus around major study decisions.

Workshops

The Contractor shall schedule three workshops to review findings of the study. These workshops are as follows

- First workshop to be held with City staff. Preliminary rate design findings and Cost of Service will be reviewed. The assumptions and procedures used to develop the preliminary cash flow will be reviewed. Alternative rate structures will be reviewed and finalized. The first workshop is scheduled to be held on October 3, 2017.
- Second workshop to be held with the Utilities Commission Finance Standing Committee. The assumptions and procedures used to develop the preliminary cash flow will be reviewed. Alternative rate structures will be reviewed. The second workshop is scheduled to be held on October 18, 2017.
- Third workshop to be held with the Utilities Commission and the Governing Body. The draft study report will be presented to City representatives at a workshop meeting. The purpose of the meeting is to explain study findings and clarify statements included in the report. The third workshop is scheduled to be held on November 7, 2017.

Meetings

Two meeting with the Utility Commission and two meetings with the Governing Body should be planned. These meeting(s) will commence after the workshops have been held and public feedback has been received. The final report will be presented at the Utility Commission meeting and the first governing body meeting.

Computer Model

The Contractor will prepare a computer rate model. The Contractor will recommend a software package appropriate for use with the computer rate model. City staff will be able to use this model to update financial forecasts and rates. An electronic copy, hard copies of

the spreadsheets and a user's manual shall be provided. Training session(s) for City staff shall be conducted at City facility at a time to be determined by the City.

Computer Model Development

Separate computer rate models for Water, Wastewater and Recycled Water shall be provided. Each model will be constructed in one file with multiple worksheets. The model shall include the following worksheets:

- Information - Data regarding the computer model, such as worksheet names, default styles and test year used for model calculations.
- Revenue – Collects basic information about customer classes, billing frequency, billing basis, meter capacity ratios, and historical data about the number of customers, customer classes, billable volume and charges. This information will use this information to project future volume and revenue under existing rates and proposed rates.
- O & M – Collects budgeted operation and maintenance (O&M) expenditure information. The O&M information will be used along with growth and inflation factors to project future O&M costs for the study period.
- CIP – Summarizes planned capital improvement projects (CIP) by project type, year of expected expenditure and by growth and non-growth classification.
- Cash Flow – Combines information from the Revenue, O&M and CIP worksheets.
- Allocation – Allocated O&M, plant investment, debt service and depreciation to functional cost components based on the test year.
- Cost Of Service – Allocated cost of service to functional cost components and determines cost of service rates.
- Rates – Combines information from other worksheets to create existing and alternative rates.
- Cost Of Service Revenue – Projects revenue derived under cost of service rates using information from the Rates worksheet and historical customer information from the Revenue worksheet.
- Cost Of Service Cash Flow – Combines information from the Cost of Service Revenue, O&M & CIP.

User Manual

A user's manual supplying adequate documentation to assist City staff in the future use of the model will be prepared. A draft copy will be furnished for the training sessions. A final copy will be issued after completion of the training.

Deliverables

An electronic copy of the computer rate model for water, wastewater and recycled water will be delivered to City staff at the first training session. The electronic copy will be in a format which will use a software package appropriate for use with the computer rate model. The computer rate model shall include an initialization routine which enables the model to be reused each year while retaining historical data. The model and all work products will be the property of the City.

A training session regarding the model will be scheduled by the Contractor. The training manual will contain instruction on the use of the manual and printed copies of all worksheet files. A draft copy will be delivered at the training session. A final copy will be issued after the training has been completed.

TASK 4 - SCOPE OF WORK – FINANCIAL PLAN

Develop a 5-year financial plan. This part of the study will include the following tasks:

- Revenue - Projections for revenue under the current rate structure will be prepared. Historical growth trends, City growth, and customer consumption patterns will be used to develop this forecast.
- Miscellaneous Revenue - Projections for miscellaneous revenue sources such as ancillary charges for utility services, interest earnings, and other sources will be reviewed and forecasted.
- Operation and Maintenance Expenditures - Annual operation and maintenance (O&M) expenditures will be projected recognizing actual experience, the current budget, and forecasts. O&M projections will also consider expected operational changes and inflation.
- Debt Service - Identify annual debt service requirements for bonds and or loans required to fund planned capital improvements.
- Capital Improvement Program - Review the five-year Infrastructure Capital Improvement Program (ICIP) The optimum method of financing the ICIP will be determined. Bond and or loan proceeds, cash reserves and other sources of funds will be considered.
- Cash Flow - Prepare a projected 5-year Cash Flow Statement for the study period. The projection shall be based on capacity demands for estimated population growth. The Cash Flow Statement will clearly identify revenues and funding sources as well as operating and capital expenditures. Proposed rate adjustments will be established in a sequential manner to meet operating and debt service requirements.

Appendix A
REQUIRED INFORMATION FORM

RFP 17-UT-004
Recycled Water and Wastewater Master Plan and Rate Study

1. IDENTITY OF OFFEROR:

FIRM NAME: _____

ADDRESS: _____

E-MAIL ADDRESS: _____

ALTERNATE EMAIL CONTACT: _____
(City may attempt to contact Offeror via email please provide additional email contact information if available.)

TELEPHONE #: _____

FACSIMILE #: _____

NEW MEXICO TAX # (if any) _____

NEW MEXICO STATE CORPORATION COMMISSION # _____

CONTACT PERSON FOR PROPOSAL _____

2. DISCLOSURE OF ANY POTENTIAL CONFLICTS OF INTEREST

Please indicate any potential conflicts of interest including, but is not limited to:

- Accepting an assignment where duty to the client would conflict with the Offeror's personal interest, or interest of another client.
- Performing work for a client or having an interest which conflicts with this contract.

(Please attach additional pages if necessary)

3. SIGNATURE

This page has been signed by a signatory with the authority to bind the Offeror. By signing this Signature Page, through the undersigned representative who has the authority to bind the Offeror, and by submitting a proposal in response to RFP 17-UT-004, the Offeror agrees to perform the services required by such RFP and to adhere to all requirements, specifications, terms and conditions of the RFP. Offeror further agrees to be bound by this proposal for a minimum of 90 days from the date proposals were due. By signing this Signature Page, the undersigned representative is also acknowledging receipt of all addenda that may be issued in regards to said RFP.

SIGNED BY:

Name (print)

Signature

Title

Date

Appendix B
Contract No. XX-XX-XXX
Recycled Water and Wastewater Master Plan and Rate Study

THIS AGREEMENT (the "Agreement") is made and entered into by and between the City of Rio Rancho (the "City"), a municipal corporation and political subdivision of the State of New Mexico, and _____ (the "Contractor"), a New Mexico corporation, as of the date indicated below.

WHEREAS, the City issued an RFP for Recycled Water and Wastewater Master Plan and Rate Study, RFP 17-UT-004, on _____, containing the scope of work attached hereto as Exhibit A and incorporated herein by reference; and

WHEREAS, the Contractor submitted a proposal in response to RFP 17-UT-004 on _____; and

WHEREAS, The City and the Contractor negotiated certain terms regarding the services to be provided pursuant to the RFP 17-UT-004, resulting in the scope of services, labor and direct costs fee proposals, attached hereto as Exhibit xxx and incorporated herein by reference; and

WHEREAS, the City wishes to engage the Contractor to provide the services described in Exhibit xxx.

NOW, THEREFORE, in consideration of the premises and the respective obligations set forth herein, the parties agree as follows:

1. ENGAGEMENT; SCOPE

The City hereby engages the Contractor to provide the services described in Exhibit xxx attached hereto.

2. TERM; TERMINATION

(a) Unless sooner terminated, this Agreement will be effective for a period of one year or until project completion.

(b) Notwithstanding anything to the contrary contained herein, the City may terminate this Agreement at any time by giving the Contractor such written notice as may be reasonable under the circumstances. Upon receipt of such written notice, the Contractor shall cease all work undertaken hereunder, except as may be necessary to provide for an orderly transition of such work. The Contractor may terminate this Agreement at any time with 60 days written notice to the City.

(c) Upon any termination of this Agreement, the Contractor shall provide a final invoice to the City, showing all costs incurred but unpaid, and the City shall pay such costs, as shown therein. The Contractor shall forthwith deliver all files, reports, and other materials concerning the services provided, maintained or controlled by the Contractor at the time of such termination, subject to all applicable federal and state law.

(d) The Contractor shall have no claim, right or cause of action against the City for termination of this Agreement by City in accordance with the provisions of this paragraph, except as may be otherwise expressly provided with respect to the Contractor's earned but unpaid costs as of the date of such termination.

(e) Nothing herein shall be construed as relieving the Contractor from liability to the City

for damages sustained by the City as a result of a breach of this Agreement by the Contractor, and the City may withhold any payments otherwise due to the Contractor as a set-off against all or part of such damages, until such time as the exact amount of damages due the City from the Contractor is determined and that amount paid to (and/or withheld by) the City in full.

3. COMPENSATION AND PAYMENT

For services rendered hereunder, the Contractor shall invoice the City monthly for services provided in accordance with the Contractor's fee schedule included in Exhibit xxx. Contractor shall submit monthly invoices to the City showing the amount of compensation due, the amount of any New Mexico gross receipts taxes and the total amount payable. Payment of undisputed amounts shall be due and payable thirty (30) days after the City's receipt of the invoice.

4. RELATIONSHIP OF PARTIES

The Contractor (and each agent, employee and contractor employed or engaged by the Contractor to fulfill the Contractor's obligations hereunder) shall be an independent contractor performing professional services for the City and not an employee of the City or an agent of the City for any purpose beyond the specific engagement for services set forth herein. As independent contractors, the Contractor and its agents and employees shall not qualify for or receive any employee benefits from the City, including but not limited to leave, retirement, insurance, bonding, use of City vehicles, or any other benefits afforded to City employees.

5. STANDARD OF PERFORMANCE

The Contractor agrees and represents that it has the personnel, experience and knowledge necessary to qualify it for the particular duties to be performed under this Agreement. Contractor shall perform the work described herein in accordance with the highest standard of care for performance of the Services.

6. DELIVERABLES AND USE OF DOCUMENTS

All work, work product, and deliverables produced under contract with the City shall remain the exclusive property and shall inure to the benefit of the City as work for hire; the Contractor shall not use, sell, disclose or obtain any other compensation for such work for hire. In addition, the Contractor may not, with regard to all work, work product, deliverables or work for hire required by this Agreement, apply for in its name or otherwise, any copyright, patent or other property right and acknowledges that any such property right created or developed remains the exclusive right of the City.

7. EMPLOYEES AND SUBCONTRACTORS

The Contractor shall be solely responsible for payment of wages, salary or benefits to any and all employees or contractors retained by the Contractor in the performance of the Services. Contractor agrees to indemnify, defend and hold harmless the City for any and all claims that may arise from the Contractor's relationships to its employees and subcontractors.

8. INSURANCE

The Contractor shall procure and maintain, at its own expense, all necessary or appropriate insurance coverage for itself and its agents and employees. The Contractor shall provide to the City, a certificate of insurance or declarations page demonstrating compliance with the foregoing.

9. ASSIGNMENT AND DELEGATION

The Contractor shall not delegate or subcontract any portion of the services to be performed

hereunder without the prior written approval of the City or customary in the provision of the Contractor's services. Nor shall the Contractor assign or transfer any interest in this Agreement without the prior written consent of the City; provided, however, that, notwithstanding the foregoing, amounts due hereunder from the City to the Contractor may be assigned to a bank or trust company. Notwithstanding anything to the contrary contained herein, no assignment or transfer of funds and/or the Contractor's right to payment hereunder shall bind the City to pay any person other than the Contractor for services provided hereunder.

10. RECORDS AND AUDIT

The Contractor shall maintain appropriate accounts and records to adequately identify and account for all services provided and costs chargeable to the City hereunder and such other records as may be required by law. Subject to applicable federal and state law, such records will be made available to the City and/or its authorized representative(s) during regular business hours, upon reasonable request, and will be retained for two (2) years after the termination of this Agreement, unless provided otherwise by the City in writing.

11. APPROPRIATIONS

The terms of this Agreement and all amounts payable hereunder are contingent upon sufficient appropriations therefore by the City's Governing Body. If sufficient appropriations are not made, the City shall notify the Contractor of the termination of this Agreement in accordance with the provisions of paragraph 2, above.

12. CONFIDENTIALITY

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

13. COMPLIANCE WITH LAWS AND POLICIES; CONFLICT OF INTEREST

(a) In the performance of their obligations hereunder, the parties shall obey and abide by all applicable laws, rules and regulations, and with all applicable ordinances, polices and procedures.

(b) The Contractor hereby covenants, warrants and represents 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 its services under this Agreement. Without limiting the generality of the foregoing, the Contractor shall comply with all applicable legal or regulatory provisions concerning conflicts of interest.

(c) Both parties shall abide by all applicable federal and state laws, rules, regulations, and executive orders pertaining to equal employment opportunity; pursuant thereto, shall assure that no person shall, on the grounds of race, color, national origin, sex, age, or disability, be excluded from employment with, participation in, be denied the benefits of or be otherwise subjected to discrimination under, any program or activity performed under this Agreement; and to promptly take appropriate steps to correct any deficiency that may be found to occur in compliance with such laws and rules.

14. RELEASE; INDEMNITY

By its receipt of final payment of all amounts due under this Agreement, the Contractor shall release the City, and its officers and employees, from all liabilities, claims, and obligations whatsoever, arising from or under this Agreement. The Contractor shall indemnify and defend the City and hold the City harmless for and from any and every claim, action, liability, loss, damage or suit, arising from the fault of the Contractor in performing (or omitting to perform) services hereunder.

15. FORCE MAJEURE

Neither the City nor the Contractor shall be liable for any delay in the performance of this Agreement, nor for any other breach, nor for any loss or damage arising from uncontrollable forces such as fire, theft, storm, war, or any other force majeure that could not have been reasonably avoided by exercise of due diligence.

16. LICENSES

The Contractor shall maintain all required licenses, including without limitation all necessary professional and business licenses, throughout the term of this Agreement. Contractor shall require and shall assure that all of the Contractor’s employees and subcontractors maintain all required licenses, including without limitation all necessary professional and business licenses.

17. NOTICES/POINT OF CONTACT

For the City, the sole points of contact under this Agreement shall be the Utilities Department. Any notice required or permitted to be given hereunder shall be sufficient if mailed to the address shown below or faxed to the number shown below for the party receiving notice, or to such other address or fax number of which such party has duly notified the other party in accordance with the provisions of this paragraph.

For notice to the City:

For notice to the Contractor:

City of Rio Rancho
Attn: Steve Gallegos
3200 Civic Center Circle NE
Rio Rancho, New Mexico 87144
Telephone: 505-896-8715
Fax: 505-891-5201

Telephone: _____
Fax: _____

18. MERGER; AMENDMENT

This Agreement represents the entire agreement between the parties with respect to the matters addressed herein, and all prior agreements, covenants, and understandings between the parties concerning the same have been merged into this written Agreement. This Agreement shall not be altered, modified, changed, or amended except by a written instrument executed by the parties.

IN WITNESS WHEREOF, the parties have executed this Agreement, effective as of the date executed by both parties.

CITY OF RIO RANCHO

[Contractor]

Keith J. Riesberg, City Manager

Date: _____

Date: _____

APPROVED AS TO FORM:

Kenneth J. Tager, Actomg City Attorney

Appendix C
LOCAL/AREA/RESIDENT/RESIDENT VETERAN/RECYCLED CONTENT GOODS PREFERENCE
CERTIFICATION FORM

Business Name: _____

Principal Place of Business: _____

Address: _____

State _____ ZIP _____

DEFINITIONS:

Recycled content goods has the meaning set forth in NMSA 1978 § 13-1-21(A)(6) , as amended from time to time.

RESIDENT BUSINESS has the meaning set forth in NMSA 1978 § 13-1-21(A)(5) , as amended from time to time.

RESIDENT CONTRACTOR has the meaning set forth in NMSA 1978 § 13-4-2(A)(5) , as amended from time to time.

RESIDENT VETERAN BUSINESS has the meaning set forth in NMSA 1978 § 13-1-21(A)(7), as amended from time to time.

RESIDENT VETERAN CONTRACTOR has the meaning set forth in NMSA 1978 § 13-4-2(A)(6), as amended from time to time.

STATUTORY PREFERENCE means the preference for Resident Businesses, Resident Contractors, Resident Veteran Businesses, Resident Veteran Contractors, and Recycled Content Goods provided in NMSA 1978 §§ 13-1-21 or 13-4-5, as amended from time to time.

Qualifying company means a company that qualifies for a Statutory Preference under NMSA 1978 §§ 13-1-21 or 13-4-5, as amended from time to time.

LOCAL BUSINESS means a Resident Business or Resident Contractor which:

- (a) Is authorized to do and is doing business under the laws of the State of New Mexico;
- (b) Possesses a current city business registration;
- (c) Maintains its principal place of business within the corporate limits of the city; and
- (d) Agrees to furnish evidence, in a form suitable to the city, of its payment of New Mexico Gross Receipts Tax.

AREA BUSINESS means a Resident Business or Resident Contractor which:

- (a) Is authorized to do and is doing business under the laws of the State of New Mexico;
- (b) Possesses a current city business registration;
- (c) Maintains a bona fide place of business within the corporate limits of the city, and agrees to conduct its activities pursuant to the contract for which it is bidding or proposing, to the extent practicable, from that place of business; and
- (d) Agrees to furnish evidence, in a form suitable to the city, of its payment of New Mexico Gross Receipts Tax.

No bid or proposal shall receive both the Local Business and Area Business preferences.

INSTRUCTIONS:

In all invitations for bid and requests for proposals, the Statutory Preferences shall be applied in the manner set forth in NMSA 1978 §§ 13-1-21 or 13-4-5, as amended from time to time.

In addition to the Statutory Preferences, a preference for Local Businesses and Area Businesses shall be administered in the same manner as the Statutory Preferences, as follows:

(1) in the event a Local Business submits a qualifying bid or proposal and one or more Qualifying Companies also submits a bid or proposal, the Local Business shall receive a two percent (2%) preference in addition to (and not in lieu of) the Statutory Preference; and

(2) in the event an Area Business submits a qualifying bid or proposal and one or more Qualifying Companies also submits a bid or proposal, the Area Business shall receive a one percent (1%) preference in addition to (and not in lieu of) the Statutory Preference.

No bid or proposal shall receive both the Local Business and Area Business preferences.

In addition to the definitions and criteria set forth in this section, the central purchasing office may impose additional requirements regarding the nature, size and/or location of offerors or bidders in any request for proposals or invitation for bids. As a result, companies responding to such solicitations should review the solicitation documents thoroughly.

A COPY OF A RESIDENT BUSINESS OR CONTRACTOR / VETERAN BUSINESS OR CONTRACTOR CERTIFICATE ISSUED BY THE NEW MEXICO TAXATION AND REVENUE DEPARTMENT IS REQUIRED TO BE SUBMITTED ALONG WITH YOUR BID / OFFER IN ORDER TO QUALIFY FOR THE STATUTORY RESIDENT / VETERAN PREFERENCE. In addition, the attached Resident Veterans Preference Certification form must accompany any bid/offer and any business wishing to receive a resident veteran's preference must complete and sign the form.

REQUESTS FOR RECYCLED CONTENT GOODS PREFERENCE MUST BE ACCOMPANIED BY OFFICIAL / VERIFIABLE EVIDENCE THAT THE MATERIAL BEING BID / OFFERED CONTAINS THE MINIMUM RECYCLED CONTENT REQUIRED BY STATE STATUE.

THIS FORM MUST BE SUBMITTED AT THE TIME BIDS / OFFERS IN ORDER TO CLAIM LOCAL, AREA, RESIDENT, VETERAN OR RECYCLED CONTENT GOODS PREFERENCE.

PLEASE INDICATE THE TYPE OF PREFERENCE CLAIMED:

If your firm is a Qualifying Company please circle the type of preference for which your firm qualifies and indicate your appropriate annual revenue threshold:

RECYCLED CONTENT GOODS

RESIDENT BUSINESS

RESIDENT CONTRACTOR

RECYCLED CONTENT GOODS RESIDENT VETERAN BUSINESS

Annual revenue up to \$3,000,000.00

Annual revenue more than \$3,000,000.00 or more

RESIDENT VETERAN BUSINESS

- Annual revenue up to \$3,000,000.00
- Annual revenue more than \$3,000,000.00 or more

RESIDENT VETERAN CONTRACTOR

- Annual revenue up to \$3,000,000.00
- Annual revenue more than \$3,000,000.00 or more

If your firm is applying for either a Local or Area Preference, please circle the type of preference for which your firm qualifies. **(Select only one):**

LOCAL BUSINESS

AREA BUSINESS

CITY OF RIO RANCHO BUSINESS LICENSE REGISTRATION NUMBER: _____

(Must be provided if claiming Local Business or Area Business Preference)

If submitting a joint bid/proposal please indicated proportion of work to be completed by qualifying company:

_____ %

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

By: _____ Title: _____ Date: _____

Resident Veterans Preference Certification

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

Please check one box only:

I declare under penalty of perjury that my business prior year revenue starting January 1 ending December 31 is less than \$3M allowing me the 10% preference discount on this solicitation. I understand that knowingly giving false or misleading information about this fact constitutes a crime.

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

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

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

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

(Signature of Business Representative)* (Date)

*Must be an authorized signatory for the Business.

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



**CITY OF RIO RANCHO
DEPARTMENT OF FINANCIAL SERVICES**

**RFP 17-UT-004
Recycled Water and Wastewater Master Plan
and Rate Study**

**Appendix D
ACKNOWLEDGMENT FORM**

Please complete this form and return it to the City of Rio Rancho Financial Services Department. Failure to return this form will not exclude a firm from submitting a proposal; however, only those prospective respondents who elect to return this form will receive addenda, if issued, and/or other information pertaining to this solicitation.

Name of Firm: _____

Firm Representative: _____

Title: _____

Phone: _____ **Fax:** _____

E-Mail: (required) _____

Address: _____

City: _____ **State:** _____ **Zip:** _____

When completed, please email, fax or mail this form to the following contact:

Shonna Ybarra, Purchasing and Contracts Manager
CITY OF RIO RANCHO
DEPARTMENT OF FINANCIAL SERVICES
3200 CIVIC CENTER CIRCLE
RIO RANCHO, NM 87144
Phone: (505) 891-5044
Fax: (505) 891-5762
sybarra@rrnm.gov