

**REQUEST FOR PROPOSALS**  
**RFP No. 2021-06**

**WATER & WASTERWATER ANAYLITICAL SERVICES**  
**FOR THE CITY OF ALAMOGORDO, NEW MEXICO**

**I. Introduction**

***A. Purpose of this Request for Proposal***

The City of Alamogordo is soliciting sealed proposals from qualified firms to provide professional services based on the scope of work described below. All potential Offerors are to read, understand and accept the requirements of this Request for Proposal.

***B. Project Description/Scope of Work***

Scope of work is to provide a variety of services related to water well infrastructure in accordance with "Attachment No. 1".

***C. CHIEF PROCUREMENT OFFICER***

1. Chief Procurement Officer is responsible for the conduct of this procurement whose name, address, telephone number and e-mail address are listed below:

Name: Barbara Pyeatt, Chief Procurement Officer  
Address: Purchasing Department  
2600 N. Florida Ave.  
Alamogordo, NM 88310  
Telephone: (575) 439-4116  
Fax: (575) 439-4117  
Email: bpyeatt@ci.alamogordo.nm.us

2. All deliveries of responses via express carrier must be addressed as follows:

Name: Purchasing Department  
Attn: Barbara Pyeatt, CPO  
Reference: RFP 2021-06 Water & Wastewater Analytical Testing Services  
Address: 2600 N Florida Ave.  
Alamogordo, New Mexico 85310

3. Any inquiries or requests regarding this procurement should be submitted, in writing, to the Chief Procurement Officer. Offerors may contact ONLY the Chief Procurement Officer regarding this procurement.

**NOTE: DIRECT CONTACT WITH CITY ELECTED OFFICIALS OR CITY STAFF OTHER THAN PURCHASING STAFF REGARDING THIS RFP WILL RENDER THE PROPOSAL NON-COMPLIANT.**

## **II. Conditions Governing the Procurement**

This section of the RFP contains the schedule, description and conditions governing the procurement

### **A. SEQUENCE OF EVENTS**

The Chief Procurement Officer will make every effort to adhere to the following schedule. However, if the Selection Committee makes a selection at the proposal Short Listing, oral presentation will not apply. :

<b>Action</b>	<b>Responsible Party</b>	<b>Due Dates</b>
Issue RFP	City of Alamogordo	September 5, 2021
Deadline to submit Written Questions	Potential Offerors	September 15, 2021
Addenda if necessary	City of Alamogordo	September 16 <sup>th</sup> 2021
Submission Proposals	Potential Offerors	September 23 <sup>rd</sup> 2021
Proposal Evaluation	Evaluation Committee	October 1 <sup>st</sup> 2021
Oral Presentation if requested	City of Alamogordo	TBA
Authorization of Award	City Commission	October 12 <sup>th</sup> 2021

### **B. EXPLANATION OF EVENTS**

The following paragraphs describe the activities listed in the sequence of events shown in Section II, Paragraph A, above.

#### **1. Issuance of RFP**

This RFP is being issued on behalf of the Public Works Department, City of Alamogordo.

## 2. **Distribution List Response Due**

Potential Offerors can hand deliver, return by facsimile, email or registered or certified mail the "Acknowledgement of Receipt of Request for Proposals Form" that accompanies this document, ATTACHMENT 4, to have their organization placed on the procurement distribution list. The form should be signed by an authorized representative of the organization, dated and returned to the Chief Procurement Officer.

The procurement distribution list will be used for the distribution of written responses to questions. Failure to return the Acknowledgement of Receipt form shall constitute a presumption of receipt and rejection of the RFP, and the potential organization name shall not appear on the distribution list.

## 3. **Pre-Proposal Conference**

A pre-proposal conference will not be held for this project.

## 4. **Deadline to Submit Written Questions**

Potential Offerors may submit written questions to the Chief Procurement Officer as to the intent or clarity of this RFP until 3:00 PM Mountain Standard Time/Daylight Time as indicated in the sequence of events. All written questions must be addressed to the Chief Procurement Officer as declared in Section II, Paragraph C.

## 5. **Response to Written Questions**

An Addendum will be issued in response to all written questions and will be distributed as indicated in the sequence of events to all potential Offerors whose organization name appears on the procurement distribution list and on the City's website. An e-mail copy will be sent to all Offerors that provide Acknowledgement of Receipt Forms described in II.B.2.

**All offerors will be required to acknowledge receipt of RFP amendment(s) in writing as part of their proposal transmittal.** A failure to acknowledge receipt of RFP amendment(s) may be cause for rejection of the proposal.

## 6. **Submission of Proposal**

***ALL OFFEROR PROPOSALS MUST BE RECEIVED FOR REVIEW AND EVALUATION BY THE CHIEF PROCUREMENT OFFICER OR DESIGNEE NO LATER THAN 3:00 PM MOUNTAIN STANDARD TIME/DAYLIGHT TIME ON see Section II A. Sequence 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 addressed and delivered to the Chief Procurement Officer at the address listed in Section I, Paragraph C2. Proposals must be sealed and labeled on the outside of the**

**package to clearly indicate that they are in response to the RFP 2021-06 WATER & WASTERWATER ANAYLITICAL TESTING SERVICES. Proposals submitted by facsimile, or other electronic means, will not be accepted.**

At all times, it shall be the responsibility of the offeror to ensure its proposal is delivered to the City of Alamogordo by the proposal due date and time. If the mail or delivery of said proposal is delayed beyond the deadline set for the proposal opening, proposals thus delayed will not be considered.

A public log will be kept of the names of all Offer organizations that submitted proposals. The contents of proposals shall not be disclosed to competing potential Offerors during the negotiation process. The negotiation process is deemed to be in effect until the contract is awarded pursuant to this Request for Proposal has been awarded.

Proposals accepted by the City shall be valid for a period of ninety (90) days following the deadline for the proposal submittal.

## **8. Proposal Evaluation**

A Selection Committee will perform the evaluation of proposals. This process will take place as indicated in the sequence of events, depending upon the number of proposals received. During this time, the Chief Procurement Officer may initiate discussions with Offerors who submit responsive or potentially responsive proposals for the purpose of clarifying aspects of the proposals. However, proposals may be accepted and evaluated without such discussion. Discussions SHALL NOT be initiated by the Offerors.

## **9. Oral Presentations**

Finalist Offerors may be required to conduct an oral presentation at a location to be determined as per schedule Section II, A Sequence of Events or as soon as possible. Whether or not oral presentations will be held is at the discretion of the Issuing Department and Chief Procurement Officer.

## **11. Contract Awards**

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 of Alamogordo 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.

## 12. Protest Deadline

Any protest by an Offeror must be in conformance with Section 2-13-300 and applicable procurement regulations. The fifteen (15) day protest period for responsive Offerors shall begin on the day following the commission's approval to negotiate and will end at 5:00 pm MDT on the fifteenth (15) calendar day following that approval. Protests must be written and must include the name and address of the Protester and the solicitation number(s). It must also contain a statement of grounds for protest including appropriate supporting exhibits, and it must specify the ruling requested from the Purchasing Manager. The protest must be delivered to the following address:

Name: Barbara Pyeatt  
Title: Chief Procurement Officer  
Address 2600 N. Florida Ave.  
Alamogordo, NM 88310  
Fax Number: 575-439-4117  
E-mail: bpyeatt@ci.alamogordo.nm.us

**Protests received after the deadline will not be accepted.**

## C. *GENERAL REQUIREMENTS*

### 1. Acceptance of Conditions Governing the Procurement

This procurement will be conducted in accordance with the City of Alamogordo's procurement regulations.

### 2. Incurring Cost

Any cost incurred by the potential Offeror in preparation, transmittal, and/or presentation of any proposal or material submitted in response to this RFP shall be borne solely by the Offeror.

Any cost incurred by the Offeror for set up and demonstration of the proposed equipment and/or system shall be borne solely by the Offeror.

### 3. Subcontractors

The selected firm shall not assign, sublet, or transfer their interest in this agreement without prior written consent from the City. If such an assignment is allowed, the firm entering into this contract shall be ultimately responsible to ensure that the work is performed satisfactorily.

### 4. Offerers

Since the award is made on a quality-based evaluation process, replacement of Offerers after award of and prior to the contract execution may cause the Offeror to be disqualified.

#### 5. Amended Proposals

An Offeror may submit an amended proposal before the deadline for receipt of proposals. Such amended proposals must be complete replacements for a previously submitted proposal and must be clearly identified as such in the transmittal letter. The Agency personnel will not merge, collate, or assemble proposal materials.

#### 6. Offerors Rights to Withdraw Proposal

Offerors will be allowed to withdraw their proposals at any time prior to the deadline for receipt of proposals. The Offeror must submit a written withdrawal request addressed to the Chief Procurement Officer and signed by the Offerors duly authorized representative.

The approval or denial of withdrawal requests received after the deadline for receipt of the proposals is governed by the applicable procurement regulations.

#### 7. Disclosure of Proposal Contents

The proposals will be kept confidential until negotiations are completed by City of Alamogordo. At that time, all proposals and documents pertaining to the proposals will be open to the public, except for material that is clearly marked proprietary or confidential. The Chief Procurement Officer will not disclose or make public any pages of a proposal on which the potential Offeror has stamped or imprinted "proprietary" or "confidential" subject to the following requirements.

Proprietary or confidential data shall be readily separable from the proposal in order to facilitate eventual public inspection of the non-confidential portion of the proposal. Confidential data is normally restricted to confidential financial information concerning the Offerors organization and data that qualifies as a trade secret in accordance with the Uniform Trade Secrets Act, Sections 57-3A-1 to 57-3A-7 NMSA 1978. The price of products offered or the cost of services proposed shall not be designated as proprietary or confidential information.

If a request is received for disclosure of data for which an Offeror has made a written request for confidentiality, City of Alamogordo shall examine the Offerors request and make a written determination that specifies which portions of the proposal should be disclosed. Unless the Offeror takes legal action to prevent the disclosure, the proposal will be so disclosed. The proposal shall be open to public inspection subject to any continuing prohibition on the disclosure of confidential data.

#### 8. No Obligation

This procurement in no manner obligates the City of Alamogordo or any of its Departments to the use of Offeror services until a valid written contract is awarded and approved by appropriate authorities.

9. Termination

This RFP may be canceled at any time and any and all proposals may be rejected in whole or in part when Procurement Department determines such action to be in the best interest of the City of Alamogordo.

10. Sufficient Appropriation

Any agreement or contract awarded as a result of this RFP process may be terminated if sufficient appropriations or authorizations do not exist. Such terminations will be effected by sending written notice to the offeror. The City's decision as to whether sufficient appropriations and authorizations are available will be accepted by the offeror as final.

11. Legal Review

The City requires that all Offerors agree to be bound by the General Requirements contained in this RFP. Any Offeror concerns must be promptly brought in writing to the attention of the Chief Procurement Officer.

12. Governing Law

This procurement and any agreement with an Offeror which may result from this procurement shall be governed by the laws of the State of New Mexico.

13. Basis for Proposal

Only information supplied, in writing, by the City of Alamogordo through the Chief Procurement Officer or in this RFP should be used as the basis for the preparation of Offeror proposals.

14. Contract Terms and Conditions

The City of Alamogordo reserves the right to negotiate with a successful Offeror provisions in addition to those contained in this solicitation. The contents of this solicitation, as revised and/or supplemented, and the successful Offerors proposal will be incorporated into and become part of the contract.

Should an Offeror object to any of the City of Alamogordo's terms and conditions, as contained in this Section, that Offeror must propose specific alternative language. The City of Alamogordo may or may not accept the alternative language. General references to the Offerors terms and conditions or attempts at complete substitutions are not acceptable to the City of Alamogordo and will result in disqualification of the Offerors proposal.

15. Offerors Terms and Conditions

Offerors must submit with the proposal a complete set of any additional terms and conditions they expect to have included in a contract negotiated with the City of Alamogordo. Not to be included in page count.

16. Contract Deviations

Any additional terms and conditions, which may be the subject of negotiation, will be discussed only between the City of Alamogordo and the Offeror and shall not be deemed an opportunity to amend the Offerors proposal.

17. Offeror Qualifications

The Selection Committee may make such investigations as necessary to determine the ability of the potential Offeror to adhere to the requirements specified within this RFP. The Selection Committee will reject the proposal of any potential Offeror who is not a responsible Offeror or fails to submit a responsive offer as defined in Section 2-13-110 of the City of Alamogordo Procurement Ordinance.

18. Right to Waive Minor Irregularities

The Chief Procurement Officer reserves the right to waive minor irregularities. The Chief Procurement Officer also reserves the right to waive mandatory requirements provided that all of the otherwise responsive proposals failed to meet the same mandatory requirements and the failure to do so does not otherwise materially affect the procurement. This right is at the sole discretion of the Chief Procurement Officer.

19. Change in Representatives

The City of Alamogordo reserve the right to require a change in offeror representatives if the assigned representatives is not, in the opinion of the City of Alamogordo, meeting its needs adequately.

20. Notice - Bribery and Kickbacks

New Mexico criminal statues imposes civil and misdemeanor criminal penalties for its violation. In addition, the New Mexico criminal statutes impose felony penalties for bribes, gratuities and kickbacks.

21. City of Alamogordo Rights

The City of Alamogordo in agreement with the Chief Procurement Officer reserves the right to accept all or a portion of a potential Offerors proposal.

This procurement in no manner obligates the City of Alamogordo or any of its agencies to the use of any proposed professional services until a valid written contract is awarded and approved by the appropriate authorities.



22. Right to Publish

Throughout the duration of this procurement process and contract term, Offerors must secure from the Chief Procurement Officer and the Owner written approval prior to the release of any information that pertains to the potential work or activities covered by this procurement and/or agency contracts deriving from this procurement. Failure to adhere to this requirement may result in disqualification of the Offerors proposal.

23. Ownership of Proposals

All documents submitted in response to the RFP shall become property of the City of Alamogordo.

24. Confidentiality

Any confidential information provided to, or developed by, the firm in the performance of services under this contract shall be kept confidential and shall not be made available to any individual or organization by the firm without the prior written approval of the City Commission.

The Offeror agrees to protect the confidentiality of all confidential information and not to publish or disclose such information to any third party without the City Commission's written permission. By confidential information, we mean the software and related materials, including enhancements, which are designated as proprietary and confidential trade secrets of the licensor and licensee of the software. Firm(s) will not remove any copyright, trademark, and other proprietary rights notice from the licensed software or related materials.

25. Electronic mail address required

A large part of the communication regarding this procurement will be conducted by electronic mail (e-mail). Offeror must have a valid e-mail address to receive this correspondence. (See also Section II.B.5, Response to Written Questions).

26. Use of Electronic Versions of this RFP

This solicitation is being made available by electronic means. If accepted by such means, the Offeror acknowledges and accepts full responsibility to ensure that no changes are made to the solicitation. In the event of conflict between a version of the solicitation in the Offerors possession and the version maintained by the City of Alamogordo, the version maintained by the City of Alamogordo shall govern.

27. Campaign Contribution Disclosure Form

Offeror must complete, sign, and return the Campaign Contribution Disclosure Form (See Attachment 3) as a part of their proposal. This requirement applies regardless whether a covered contribution was made or not made. **Failure to complete and return the signed unaltered form will result in disqualification.**

28. Conflict of Interest; Governmental Conduct Act.

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 public officer or state employee or former state employee have been followed.

29. Utilization of Proposal

The City of Alamogordo may enter into cooperative purchasing agreements with other political subdivisions or other governmental entities of the State of New Mexico in order to conserve resources, reduce procurement costs, and improve the timely acquisition of supplies, equipment and services. The Respondent to whom a contract is awarded under this solicitation may be requested by other parties to such a cooperative purchasing agreement to extend to those parties the right to purchase supplies, equipment and services provided by the Respondent(s) under its contract with the City of Alamogordo, pursuant to terms and conditions stated therein.

30. Award of Contract

The award shall be made to the responsible Offeror whose proposal is most advantageous to the City of Alamogordo taking into consideration the evaluation factors set forth in this solicitation. After initial ranking of the proposals, at the City's sole option, the City may decide to interview the top three ranked firms to develop final rankings or may consider the rankings based on the proposals as final.

The contents of any proposal shall not be disclosed so as to be available to competing offerors during the negotiation process.

31. Fees

A lump sum/standard hourly rate with maximum fee for the project will be per Cost Schedule (Attachment No 2 Bid Schedule). The City of Alamogordo's standard agreement for Services is attached for reference (Attachment No. 5)

32. Registration

All work shall be under the direction of a Licensed Professional registered by the State of New Mexico.

### 33. Insurance

#### **Public Liability and Automobile Liability Insurance**

**General Liability:** Bodily Injury Liability and Property Damage Liability insurance applicable in full to the subject project shall be provided in the following minimum amounts:

**Bodily Injury Liability:**

\$500,000 each occurrence

\$1,000,000 aggregate

**Property Damage Liability:**

\$500,000 each occurrence

\$1,000,000 aggregate

1. The policy to provide this insurance is to be written on a Comprehensive General Liability form which must include the following:
  - a. Coverage for liability arising out of the operation of independent Contractors.
  - b. Completed Operations Coverage.
  - c. Attachment of the Broad Form Comprehensive General Liability Endorsement.
2. In the event that any use of explosives is a required part of the Contract, the CONTRACTOR's insurance must include coverage for injury to or destruction of property arising out of blasting or explosion.
3. In the event that any form of work next to an existing building or structure is a required part of the Contract, the CONTRACTOR's insurance must include coverage for injury to or destruction of property arising out of:

The collapse of or structural injury to any building or structure due to excavation, including borrowing, filling or backfilling in connection therewith, or to tunneling, cofferdam work or caisson work or to moving, shoring, underpinning, raising or demolition of any building or structure or removal or rebuilding of any structural support thereof.

4. Coverage must be included for injury to or destruction of any property arising out of injury to or destruction of wires, conduits, pipes, mains, sewers or other similar property or any apparatus in connection therewith below the surface of the ground, if such injury or destruction is caused by or occurs during the use of mechanical equipment for the purpose of excavating, digging or drilling, or to injury to or destruction of property at any time resulting there from.

Automobile Liability Insurance coverage for the CONTRACTOR (whether included in the policy providing General Liability insurance or in a separate policy) must provide liability for the ownership, operation and maintenance of owned, non-owned and hired cars. The limits of liability for Automobile Liability insurance shall be provided in the following amounts:

**Bodily Injury Liability:**

\$500,000 each person  
\$1,000,000 each occurrence

**Property Damage Liability:**

\$1,000,000 each occurrence

**Workers' Compensation Insurance**

The CONTRACTOR shall also carry Workers' Compensation Insurance or otherwise fully comply with the provisions of the New Mexico Workmen's Compensation Act and Occupational Disease Disablement Law.

**Owners' Protective Liability Insurance**

The CONTRACTOR shall purchase Standard Form Owners' Protective Liability insurance naming the OWNER as the name insured, with limits of liability applicable in full to the subject project as follows:

**Bodily Injury Liability:**

\$500,000 each occurrence

**Property Damage Liability:**

\$100,000 each occurrence

**Property Damage and Bodily Injury Combined:**

\$1,000,000 aggregate

## **III RESPONSE FORMAT AND ORGANIZATION**

### ***A. NUMBER OF RESPONSES***

Offerors shall submit only one proposal in response to this RFP.

### ***B. PROPOSAL FORMAT***

#### **1. Proposal Organization**

Offerors shall submit **SIX (6) hard copies and ONE (1) electronic copy** of their proposal to the location specified in this RFP, on or before the closing date and time for receipt of proposals. Proposals shall follow the format as described below:

- A maximum of **FIFTEEN (15)** pages of 8.5“ by 11” paper, including title, index, and other required information, not including front and back covers, transmittal letter, Veteran’s Preference Certification Form, Resident Business Certificate, or Campaign Contribution Disclosure Form.
- Bound on left-hand margin.
- Minimum font size 10.
- Front cover with RFP number, project title, date, and firm’s name (not included in page limit).
- Back cover without any text (not included in page limit).
- The proposal must be organized and indexed in the following format and order and must contain, as a minimum, all listed items in the sequence indicated:
  1. Letter of transmittal, not to exceed one page (not included in page limit). If applicable, will include **written acknowledgment of receipt of RFP amendment(s)**;
  2. Responses to the six (6) Selection Criteria items, addressing all requested information, in the order presented in this RFP above. Provide the Selection Criteria title at the beginning of each response so that it is clear what proposal text is addressing each Selection Criteria item.
- If applicable, Offerors shall provide Resident Business Certificate and submit with each copy of the proposal (not included in page count).
- Offerors shall complete Attachment 3 – Campaign Contribution Disclosure Form and submit with each copy of the proposal (not included in page count).
- To preclude possible errors and/or misinterpretations, the proposal must be affixed legibly in ink or typewritten. Corrections or changes must be signed or initialed by Offeror prior to scheduled proposal submittal deadline. Failure to do so may be just cause for rejection of proposal.
- Proposals shall be delivered in sealed envelopes which shall be clearly marked “**RFP 2021-06 Water & Wastewater Analytical Testing Services**” on the outside of the envelope. Proposals shall be signed by a representative authorized to bind the company.

## IV. EVALUATION

### A. CRITERIA

Proposals must address each of the following criteria. Each proposal may be awarded points up to the amount listed.

1. **Technical Competence** **(25 points)**  
  
Firm and personnel's experience in providing similar information and services relative to the requirements described in Attachment No. 1.
2. **Capacity and Capability** **(20 points)**  
  
Firm's capacity and capability to provide the information and services in a timely manner.
3. **Past Record of Performance** **(10 points)**

Firm's past performance on similar project assignments. As part of their response, firms should provide a list of four references with names and phone numbers.

4. **Approach to Providing the Services** (10 points)

Firm should describe their approach to providing and managing the anticipated services.

5. **Personnel Qualifications** (10 points)

The key personnel who will be assigned to the project should be identified and summaries of their experience given.

6. **Pricing** (25 points)

Provide Cost Schedule included in Attachment No. 2

The evaluation of each Offeror's Cost Proposal will be conducted using the following formula:

$$\frac{\text{Lowest Responsive All-In Cost}}{\text{This Offeror's All-In Cost}} \times 25 = \text{Awarded Points}$$

**TOTAL AVAILABLE POINTS = 100**

### **Additional Preference Award Points Available**

*An Offeror must specify which preference below they would claim if qualifying for more than one. The preference values are not cumulative.*

**1. Resident Veterans Preference Certification, (Certificate Required)**

Available Points = 10 Percent of total Points

Points will be awarded based upon offerors ability to provide a copy of a current Certificate

**2. New Mexico Business Preference, (Certificate Required)**

Available Points = 5 Percent of total Points

Points will be awarded based upon offerors ability to provide a copy of a current Resident Business Certificate.

**3. Local Business Preference, (Certificate Required)**

Available Points = 10 Percent of total Points

Points will be awarded based upon offerors ability to provide proof of Local Business Residence.

## ***B. EVALUATION PROCESS:***

1. All offeror proposals will be reviewed for compliance with the mandatory requirements as stated within the RFP. Proposals deemed non-responsive will be eliminated from further consideration.
2. The Chief Procurement Officer may contact the offeror for clarification of the response.
3. The Evaluation Committee may use other sources of information to perform the evaluation.
4. Responsive proposals will be evaluated on the factors in Section IV that have been assigned a point value. The responsible Offerors with the highest scores will be selected as finalist Offerors based upon the proposals submitted. Finalist Offerors may be asked to present oral presentation. Points awarded from oral presentations will be added to the previously assigned points to attain final scores.
5. The responsible Offeror (s) whose proposals is most advantageous to the City, taking into consideration the evaluation factors in Section IV, will be recommended for Contract award. Please note, however, that a serious deficiency in the response to any one factor may be grounds for rejection regardless of overall score.

### **BID EVALUATION CRITERION FOR AREA BUSINESSES – LOCAL BUSINESS PREFERENCE**

Effective March 20, 2015, the Alamogordo City Commission adopted Ordinance No. 1490 establishing Bid evaluation criterion for area businesses. Any business licensed in New Mexico, with a current business registration from the City of Alamogordo, with fixed offices or distribution points within fifteen (15) miles of the city limits of Alamogordo and able to furnish evidence of payment of New Mexico Gross Receipts tax shall qualify. If a non-Area Business is the highest ranking Prequalified Candidate, the evaluation score of the proposal submitted by an Area Business shall be multiplied by a Local Preference Factor of 1.10. If the resulting score of the Area Business receiving the Local Preference is higher than or equal to the highest score of all proposals received, the contract shall be recommended to be awarded the Area Business receiving the preference. If no proposals are received from an Area Business, or if the proposal received from an Area Business does not qualify for an award after multiplication by the Local Preference Factor, the contract shall be recommended to be awarded the highest ranking proposer.

View the following link for the complete Ordinance No. 1490 Local Preference:

<http://ci.alamogordo.nm.us/AssetsOrdinance+1490.pdf>

This procurement will be conducted in accordance with the City of Alamogordo Purchasing Ordinance No. 1304.

### **RESIDENT VETERANS PREFERENCE CERTIFICATION**

In accordance with Sections 13- 1-21 and 13-1- 22 NMSA 1978 resident veteran business that has annual gross revenues of up to three million dollars (\$3,000,000) in the preceding tax year shall be awarded ten percent (10%) additional evaluation points of the total possible points, which computes

to 10 additional points (100 X 10%). This preference is separate from the current instate preference and is not cumulative with that preference. If a vendor will be utilizing this preference, they must include a copy in their proposal of the Resident Veteran Business Certificate issued by the State of New Mexico Taxation and Revenue Department. This preference will not apply when the expenditure includes federal funds for a specific purchase. More information can be obtain from the NM TRD website at <http://www.tax.newmexico.gov/Default.aspx>

**Proposals received without copy of this certificate do not qualify for this preference.**

**IN-STATE PREFERENCE (RESIDENT BUSINESS)**

To receive a resident business preference pursuant to Section 13-4-2 NMSA 1978, an offeror shall submit with its proposal a copy of a valid resident business certificate issued by the taxation and revenue department. For a proposal submitted by a resident business with the required Resident Business Certificate, in addition to the total points on an RFP, 5% must be added for preference points.

For information on obtaining a resident business certificate, the offeror should contact the State of New Mexico Taxation and Revenue Department, P.O. Box 5373, Santa Fe, New Mexico 87502-5374, telephone (505) 827-0951 or on the web at <http://www.tax.newmexico.gov/forms-and-publications/pages/recently-updated.aspx>

**Proposals received without copy of this certificate do not qualify for this preference.**

**An offeror must specify which preference they would claim if qualifying for more than one. The preference values are not cumulative.**



## ATTACHMENT 1

### DESCRIPTION OF WATER AND WASTEWATER ANALYTICAL SERVICES

The City of Alamogordo requires full-time professional analytical laboratory and testing services of the various components of its water and wastewater operations.

Services shall include, as a minimum, the examination of drinking water for total coliforms and E. Coli by presence/absence and enumeration methods. In addition, microbiological laboratory services shall be provided to include bacterial and fungal identification and enumerations and inorganic and organic analysis of wastewater and discharge effluents. Tests shall include, but not limited to, ammonia, BOD, chloride, nitrate, nitrite, phosphorous, total kjeldahl nitrogen, total dissolved solids, total suspended solids, and other tests upon request as required by NMED Groundwater Bureau for the City's discharge permit no. 906.

Lab personnel shall be knowledgeable, and possess and maintain certifications for compliance with the testing requirements of Public Water System permits, Discharge and WWTP NPDES permits, which have oversight by NMED-Drinking Water Bureau, EPA and NMED-Surface Water Bureau, respectively. The lab shall provide sample pick-up services from anywhere within Otero County.

Procedures used in drinking water and wastewater analyses shall be in compliance with published EPA methods (currently approved edition) provided in 40 CFR 141.23 and Appendix A to subpart C of Part 141, Safe Drinking Water Act and 40 CFR Part 136, Clean Water Act, or American Society for Examination of Water and Wastewater.

The City of Alamogordo shall have direct access to the lab director or QA/QC when the contact person or analyst cannot resolve issues of concern. Work required shall not be subcontracted to another lab without prior written approval by the City. If such approval is granted, the subcontracted lab shall provide copies of required testing and analysis reports.

The new WWTP laboratory is located at 3290 Airport Road, Alamogordo, NM. The awarded lab shall, at its own cost, obtain certification of the City's laboratory for EPA approved drinking water microbiological analysis in accordance with criteria and procedures of the New Mexico Drinking Water Laboratory Certification Program. The certifications shall be maintained for the life of the contract, not to exceed four (4) years. The awarded lab shall provide a full-time certified lab analyst.

The awarded lab shall provide semi-annual training designed for preparation of proficiency testing (PT) for up to twenty (20) City employees. The training provided will consist of laboratory practice and methodology specifically for analytes listed in the City of Alamogordo's WWTP discharge permit.

The City of Alamogordo will permit lab personnel the usage of existing laboratory equipment for both water and wastewater analysis. For contracted services, the awarded lab shall provide all supplies, reagents, control standards, proficiency testing, glassware, EPA-approved containers, preservatives, chain of custody forms, tamper seals, and additional equipment for City water and wastewater testing as needed for compliance. The lab shall be allowed usage of the City's laboratory and equipment to test samples from other municipalities and private clients. However, the City of Alamogordo's analysis and

testing requirements shall have full precedence and priority over any other public or private clients; no exceptions.

**ATTACHMENT 2**

**BIDDING SCHEDULE**

ITEM NO.	ITEMS	UNIT	ESTIMATED QUANTITY PER YEAR	UNIT BID PRICE	AMOUNT OF BID
001	Drinking Water – Routine Bac-T	EA	500	\$ _____	\$ _____
002	Drinking Water – Special Bac-T	EA	50	\$ _____	\$ _____
003	Drinking Water – Repeat Bac-T	EA	20	\$ _____	\$ _____
004	Drinking Water – Water Quality Panel – pH, TDS/Conductivity/Salinity, Hardness, Alkalinity, Sulfide/Sulfate, Iron (Fe), Maganese (Mn)	EA	50	\$ _____	\$ _____
005	Drinking Water – Water Quality Panel – Sodium (Na), Calcium (Ca), Magnesium (Mg), Potassium (K)	EA	50	\$ _____	\$ _____
006	WWTP Influent & Effluent – pH & Temp	EA	210	\$ _____	\$ _____
007	WWTP Influent & Effluent – TRC	EA	160	\$ _____	\$ _____
008	WWTP Influent & Effluent – Alkalinity	EA	106	\$ _____	\$ _____
009	WWTP Influent & Effluent – Ammonia	EA	106	\$ _____	\$ _____

ITEM NO.	ITEMS	UNIT	ESTIMATED QUANTITY PER YEAR	UNIT BID PRICE	AMOUNT OF BID
010	WWTP Influent & Effluent - BOD	EA	210	\$ _____	\$ _____
011	WWTP Influent & Effluent - Chloride	EA	55	\$ _____	\$ _____
012	WWTP Influent & Effluent - Nitrate	EA	55	\$ _____	\$ _____
013	WWTP Influent & Effluent – Fecal Enumeration	EA	160	\$ _____	\$ _____
014	WWTP Influent & Effluent - TKN	EA	110	\$ _____	\$ _____
015	WWTP Influent & Effluent - TDS	EA	55	\$ _____	\$ _____
016	WWTP Influent & Effluent - TSS	EA	210	\$ _____	\$ _____
017	WWTP Belt Press Cake Sludge – Sample Grinding	EA	55	\$ _____	\$ _____
018	WWTP Belt Press Cake Sludge – Nitrate	EA	55	\$ _____	\$ _____
019	WWTP Belt Press Cake Sludge - TKN	EA	55	\$ _____	\$ _____
020	WWTP Belt Press Cake % Total Solids	EA	120	\$ _____	\$ _____
021	WWTP Monitoring Wells - Chloride	EA	30	\$ _____	\$ _____

ITEM NO.	ITEMS	UNIT	ESTIMATED QUANTITY PER YEAR	UNIT BID PRICE	AMOUNT OF BID
022	WWTP Monitoring Wells - Nitrate	EA	30	\$ _____	\$ _____
023	WWTP Monitoring Wells - TKN	EA	30	\$ _____	\$ _____
024	WWTP Monitoring Wells - TDS	EA	30	\$ _____	\$ _____
025	WWTP Monitoring Wells – Metals EPA 200.8	EA	8	\$ _____	\$ _____
026	WWTP Monitoring Wells – Mercury EPA 245.1	EA	8	\$ _____	\$ _____
027	WWTP Monitoring Wells – Anions EPA 300.0	EA	8	\$ _____	\$ _____
028	WWTP Monitoring Wells – Cyanide EPA 335.4	EA	8	\$ _____	\$ _____
029	WWTP Monitoring Wells – PCB's EPA 8082	EA	8	\$ _____	\$ _____
030	WWTP Drying Beds Sludge – Sample Grinding	EA	6	\$ _____	\$ _____
031	WWTP Drying Beds Sludge - Ammonia	EA	6	\$ _____	\$ _____
032	WWTP Drying Beds Sludge - Nitrate	EA	6	\$ _____	\$ _____
033	WWTP Drying Beds Sludge - TKN	EA	6	\$ _____	\$ _____

ITEM NO.	ITEMS	UNIT	ESTIMATED QUANTITY PER YEAR	UNIT BID PRICE	AMOUNT OF BID
034	WWTP Drying Beds Sludge - Metals	EA	6	\$ _____	\$ _____
035	WWTP Digester - % Total Solids	EA	30	\$ _____	\$ _____
036	WWTP Digester - % Volatile Solids	EA	30	\$ _____	\$ _____
037	WWTP Digester - Spins	EA	30	\$ _____	\$ _____
038	WWTP Digester - Fecal Enumeration	EA	30	\$ _____	\$ _____
039	WWTP Soil Testing - Nitrate	EA	6	\$ _____	\$ _____
040	WWTP Soil Testing - TKN	EA	6	\$ _____	\$ _____
041	WWTP Effluent – Polychlorinate Biphenols & Pesticides	EA	2	\$ _____	\$ _____
042	WWTP Effluent – Volatile Organic Compounds I	EA	2	\$ _____	\$ _____
043	WWTP Effluent – Volatile Organic Compounds II	EA	2	\$ _____	\$ _____
044	WWTP Effluent – Polynuclear Aromatic Hydrocarbons	EA	2	\$ _____	\$ _____
045	WWTP Effluent – Semi-Volatile Pesticides	EA	2	\$ _____	\$ _____

ITEM NO.	ITEMS	UNIT	ESTIMATED QUANTITY PER YEAR	UNIT BID PRICE	AMOUNT OF BID
046	WWTP Effluent – Total Metals	EA	2	\$ _____	\$ _____
047	WWTP Effluent – Total Phenols	EA	2	\$ _____	\$ _____
048	WWTP Effluent – Cyanide	EA	2	\$ _____	\$ _____
049	WWTP Effluent – Chloride	EA	2	\$ _____	\$ _____
050	WWTP Effluent – Fluoride	EA	2	\$ _____	\$ _____
051	WWTP Effluent – Nitrate	EA	2	\$ _____	\$ _____
052	WWTP Effluent – Sulfate	EA	2	\$ _____	\$ _____
053	WWTP Effluent – pH & Temperature	EA	2	\$ _____	\$ _____
054	WWTP Effluent – Total Dissolved Solids	EA	2	\$ _____	\$ _____
055	WWTP Effluent – Radioactivity: Radium – 226 & 228	EA	2	\$ _____	\$ _____
056	Semi-Annual Training Per Employee	EA	40	\$ _____	\$ _____

**TOTAL BID: \$ \_\_\_\_\_**

## ATTACHMENT 3

### CAMPAIGN CONTRIBUTION DISCLOSURE FORM

Pursuant to Chapter 81, Laws of 2006, any prospective contractor seeking to enter into a Contract with any state agency or local public body must file this form with that state agency or local public body. 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 local public body during the two (2) 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 (2) 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 (2) year period.

THIS FORM 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 either 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 un-reimbursed 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.

**“Contract”** means any agreement for the procurement of items of tangible personal property, services, professional services, or construction.

**“Family Member”** means spouse, father, mother, child, father-in-law, mother-in-law, daughter-in-law or son-in-law.

**“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.

**“Person”** means any corporation, partnership, individual, joint venture, association or any other private legal entity.

**“Prospective Contractor”** means a person who is subject to the competitive sealed proposal process set forth in the Procurement Codes or is not required to submit a competitive sealed proposal because that person 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.

DISCLOSURE OF CONTRIBUTIONS:

Contribution Made By: \_\_\_\_\_

Relation to Prospective Contractor: \_\_\_\_\_

Name of Applicable Public Official: \_\_\_\_\_

Date Contribution(s) Made: \_\_\_\_\_

Amount(s) of Contribution(s): \_\_\_\_\_

Nature of Contribution(s): \_\_\_\_\_

Purpose of Contributions(s): \_\_\_\_\_

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Title

--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.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date



**ATTACHMENT 4**

**RFP 2021-06 Water & Wastewater Analytical Testing Service**

**ACKNOWLEDGMENT OF RECEIPT FORM**

**REQUEST FOR PROPOSALS**

**Proposal Based**

In acknowledgement of receipt of this Request for Proposal the undersigned agrees that he/she has received a complete copy of acknowledged RFP.

The acknowledgement of receipt should be signed and returned to the Chief Procurement Officer. Only potential Offerors who elect to return this form completed with the intention of submitting a proposal will receive copies of all Offeror written questions and the City's written responses to those questions in the form of an addenda.

**COMPANY:** \_\_\_\_\_

**REPRESENTED BY:** \_\_\_\_\_

**TITLE:** \_\_\_\_\_ **PHONE NO.:** \_\_\_\_\_

**E-MAIL:** \_\_\_\_\_ **FAX NO.:** \_\_\_\_\_

**ADDRESS:** \_\_\_\_\_

**CITY:** \_\_\_\_\_ **STATE:** \_\_\_\_\_ **ZIP CODE:** \_\_\_\_\_

**SIGNATURE:** \_\_\_\_\_ **DATE:** \_\_\_\_\_

This name and address will be used for all correspondence related to the Request for Proposals.

Company does/does not (circle one) intend to respond to this Request for Proposals.

Acknowledgements must be delivered to the Chief Procurement Officer at the following address:

Barbara Pyeatt  
Chief Procurement Officer  
Purchasing Department  
2600 N Florida Ave  
Alamogordo, New Mexico 88310  
bpyeatt@ci.alamogordo.nm.us  
Fax Number: (575) 439-4117

## ATTACHMENT 5

### TESTING SERVICES " DRAFT" AGREEMENT

**THIS AGREEMENT** is made effective as of \_\_\_\_\_, 2021 by and between the City of Alamogordo, a New Mexico municipal corporation ("City"), and \_\_\_\_\_, ("Laboratory").

NOW, THEREFORE, IT IS MUTUALLY AGREED BETWEEN THE PARTIES:

- 1. Description of Services.** Beginning on \_\_\_\_\_, 2021 LABORATORY will provide analytical testing services as required by the City (the "Services").
- 2. Performance of services.** The manner in which the Services are performed and the specific hours to be worked by LABORATORY shall be determined by LABORATORY. The City will rely on LABORATORY to work as many hours as may be reasonably necessary to fulfill LABORATORY obligations under this Agreement.
- 3. Payment.** The City will pay a fee to LABORATORY for the Services based the following price schedule.

*[Schedule]*

All pricing includes sample bottles, labels, tamper seals, and sample pick-up services. Laboratory will perform routine drinking water samples analyses at no cost to the City.

All services will be charged above prices plus gross receipts tax Alamogordo. These fees shall be payable net 30 days from date of invoice. Upon termination of this Agreement, payment under this paragraph shall cease; provided however, that LABORATORY shall be entitled to payments for periods or partial periods that occurred prior to the date of termination and for which LABORATORY has not yet been paid. It is understood that City is not obligated and makes no commitment of any kind to LABORATORY as to any minimum number or dollar amount to be referred to LABORATORY under this Agreement.

**4. Term/Termination.** The term of this Agreement shall be effective on October 1, 2021 and continuing to September 30, 2022. City in its sole discretion may offer LABORATORY an opportunity to renew this Agreement for an additional three (3) one (1) year term(s). LABORATORY understands and acknowledges that any future contracts or renewals are neither automatic nor implied by this Agreement. The continuing purchase by City of the Services set forth in this Agreement is subject to City's needs and to City's annual appropriation of sufficient funds in City's fiscal year (July 1st to June 30th) in which such Services are purchased. In the event City does not appropriate or budget sufficient funds to perform this Agreement, this Agreement shall be null and void without further action by City.

**5. Relationship of parties.** LABORATORY and its agents and employees are independent contractors performing professional services for the City and are not employees of the City. LABORATORY and its agents and employees shall not accrue leave, retirement, insurance, bonding, or any other benefits afforded to employees of the City as a result of this Agreement. LABORATORY acknowledges that all sums received hereunder are reportable by LABORATORY for tax purposes, including without limitation, self-employment and business income tax. LABORATORY agrees not to

purport to bind the City unless LABORATORY has express written authority to do so, and then only within the strict limits of that authority.

**6. Employees.** LABORATORY employees, if any, who perform services for the City under this Agreement shall also be bound by the provisions of the Agreement.

**7. Notices.** All notices required or permitted under this Agreement shall be in writing and shall be deemed delivered when in person or deposited in the United States mail, postage pre-paid, addressed as follows:

IF FOR THE CITY OF ALAMOGORDO:

City Manager  
City of Alamogordo  
1376 E. Ninth Street  
Alamogordo, New Mexico 88310  
(575) 439-4200

IF FOR LABORATORY:

Such address may be changed from time to time by either party by providing written notice to the other in the manner set forth above.

**8. Inspection of Laboratory.** The City may inspect, at any reasonable time, the part of LABORATORY's, or any subcontractor's laboratory or place of business, which is related to the performance of this contract.

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

**10. Confidentiality.** Any confidential information provided to LABORATORY by the City or, developed by LABORATORY based on information provided by the agency in the performance of this Agreement shall be kept confidential and shall not be made available to any individual or organization by LABORATORY without the prior written approval of the City.

**11. Conflict of Interest.** LABORATORY 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 any performance required under this agreement. LABORATORY shall comply with any applicable provisions of the New Mexico Governmental Conduct Act.

**12. Commercial Warranty.** LABORATORY agrees that the tangible personal property or services furnished under this agreement shall be covered by the most favorable commercial warranties LABORATORY gives to any customer for such tangible personal property or services, and that the rights and remedies provided herein shall extend to the City and are in addition to and do not limit any rights afforded to the City by any other clause of this Agreement.

**13. Records of Audit.** During the term of this agreement and for three years thereafter, LABORATORY shall maintain detailed records pertaining to the services rendered and products delivered. These records shall be subject to inspection by the City and other appropriate state and federal authorities. The City shall have the right to audit billings both before and after payment. Payment under this agreement shall not foreclose the right of the City to recover excessive or illegal payments.

**14. Entire Agreement.** This agreement contains the entire agreement of the parties and there are no other promises or conditions in any other agreement whether oral or written. This agreement supersedes any prior written or oral agreements between the parties.

**15. Modification of Agreement.** This Agreement may be modified or amended if the amendment is made in writing and signed by both parties.

**16. Severability.** If any provision of this Agreement shall be held invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable.

**17. Applicable Law.** This Agreement shall be governed by the laws of the State of New Mexico.

**IN WITNESS WHEREOF,** the parties have executed this Agreement as of the dates indicated below.

City of Alamogordo

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

By: \_\_\_\_\_  
Brian Cesar, City Manager

ATTEST:

\_\_\_\_\_  
Rachel Hughs, City Clerk

LABORATORY

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

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

NM Taxpayer Identification Number: \_\_\_\_\_

Federal Taxpayer Identification Number: \_\_\_\_\_

APPROVED AS TO FORM:

\_\_\_\_\_  
Petria Schreiber, City Attorney