CITY OF SANTA FE
SANTA FE SOLID WASTE MANAGEMENT AGENCY

"REQUEST FOR PROPOSALS"

PROFESSIONAL SERVICES

for

ENGINEERING, OPERATION AND MAINTENANCE SERVICES

for the

CAJA del RIO LANDFILL GAS COLLECTION SYSTEM

for the

SANTA FE SOLID WASTE MANAGEMENT AGENCY

RFP No. '14/17/P

PROPOSAL DUE:

DECEMBER 20, 2013
2:00 P.M.
PURCHASING OFFICE
CITY OF SANTA FE
2651 SIRINGO ROAD, BUILDING "H"
SANTA FE, NEW MEXICO 87505

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NOTICE OF REQUEST FOR PROPOSALS

RFP No. '14/17/P

Competitive sealed proposals will be received by the City of Santa Fe Purchasing Office, 2651 Siringo Road, Building "H", Santa Fe, New Mexico 87505 until **2:00 P.M. local prevailing time on Friday, December 20, 2013.** Any proposal received after this deadline will not be considered. This proposal is for the purpose of procuring professional consulting services for the following:

PROFESSIONAL SERVICES
for
ENGINEERING, OPERATION, AND MAINTENANCE SERVICES
for the
CAJA del RIO LANDFILL GAS COLLECTION SYSTEM
for the
SANTA FE SOLID WASTE MANAGEMENT AGENCY

The RFP process will result in the selection of the best qualified and competent professional firm most suitable to the needs of the Santa Fe Solid Waste Management Agency (Agency).

Offerors may participate in an optional tour of the Caja del Rio Landfill Gas Collection System on December 9, 2013. The tour will begin 1:30 p.m. MDT at the landfill administration office at 149 Wildlife Way, Santa Fe, NM.

The Offerors' attention is directed to the fact that all applicable Federal Laws, State Laws, Municipal Ordinances, and the rules and regulations of all authorities having jurisdiction over said services shall apply to the proposal throughout, and they will be deemed to be included in the proposal document the same as though herein written out in full.

The Agency is an Equal Opportunity Employer and all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation or national origin. The successful Offeror will be required to conform to the Equal Opportunity Employment regulations.

Proposals may be held for ninety (90) days subject to action by the Agency. The Agency reserves the right to reject any or all proposals in part or in whole. RFP packets are available by contacting: Shirley Rodriguez, City of Santa Fe, Purchasing Office, 2651 Siringo Road, Building "H", Santa Fe, New Mexico 87505. Telephone number is (505) 955-5711. Questions related to this RFP can be directed to Randall Kippenbrock, P.E., Santa Fe Solid Waste Management Agency, 149 Wildlife Way, Santa Fe, NM 87506. Telephone number is (505) 424-1850, ext. 100. The RFP is available at http://www.santafenm.gov/bids.aspx.

Robert Rodarte, Purchasing Officer

Received by the Santa Fe New Mexican Newspaper on: November 25, 2013
To be published on: November 28, 2013

Received by the Albuquerque Journal Newspaper on: November 25, 2013
To be published on: November 28, 2013

PROPOSAL SCHEDULE

This section of the RFP contains the proposal schedule for the procurement, describes the major procurement events and the conditions governing the procurement. The dates of the major procurement events considered by the Agency and Joint Powers Board are tentative and subject to change without notice.

	EVENT	DATE
1.	Advertisement	November 28, 2013
2.	Issuance of RFP:	November 28, 2013
3.	Optional Tour:	December 9, 2013 at 1:30 p.m. Local Prevailing Time
4.	Acknowledgement of Receipt	December 9, 2013
5.	Deadline to Submit Additional Questions	December 13, 2013 at 2:00 p.m. Local Prevailing Time
6.	Response to Written Questions and any RFP Addendum	December 17, 2013
7.	Receipt of Proposals:	December 20, 2013 at 2:00 p.m. Local Prevailing Time City of Santa Fe Purchasing Office 2651 Siringo Road, Bldg. "H" Santa Fe, New Mexico 87505
8.	Evaluation of Proposals:	December 23, 2013
9.	Interviews:	January 3, 2014
10.	Selection:	January 3, 2014
11.	Negotiations:	January 6, 2014
12.	Recommendation of Award to Joint Powers Board:	January 16, 2014

INFORMATION FOR OFFERORS

1. RECEIPT OF PROPOSALS

The Santa Fe Solid Waste Management Agency invites Offerors to submit one original and six (6) copies of their proposal. Proposals will be received by the Purchasing Office, until 2:00 p.m. local prevailing time, December 20, 2013.

The packets shall be submitted in a sealed container and addressed to the City of Santa Fe, Purchasing Office, 2651 Siringo Road, Bldg. "H", Santa Fe, New Mexico 87505. No late proposals will be accepted whether hand delivered, mailed or special delivery. Do not rely on "overnight delivery" without including some lead-time, as late-delivered packages will be determined to be non-responsive, no matter whose fault it was. It is recommended that extra days be included in the anticipated delivery date to ensure delivery is timely. The Purchasing Office is closed 12:00 p.m. to 1:00 p.m. The outside of the sealed container should clearly indicate the following information:

Proposal number: '14/17/P

Title of the proposal: Professional Services for Engineering, Operation, and Maintenance Services for the Caja del Rio Landfill Gas Collection System for the Santa Fe Solid Waste Management Agency.

Name and address of the Offeror:

Any proposal received after the time and date specified shall not be considered. No proposing firm may withdraw a proposal within 90 days after the actual date of the opening thereof.

2. COPIES OF REQUEST OF PROPOSALS

A complete set of the RFP may be obtained from the City of Santa Fe, Purchasing Office, 2651 Siringo Road, Building "H", Santa Fe, New Mexico 87505. A complete set of the RFP shall be used in preparing proposals. The Agency assumes no responsibility for errors or misinterpretations resulting from the use of an incomplete RFP. The Agency in making copies of RFP does so only for the purpose of obtaining proposals for this project and does not confer a license or grant for any other use. A copy of the RFP is available for public inspection at the Administration Building of the Agency, 149 Wildlife Way, Santa Fe, NM. The RFP is available at http://www.santafenm.gov/bids.aspx.

3. ACKNOWLEDGEMENT OF RECEIPT

Potential Offerors shall hand deliver or return by facsimile or by registered or certified mail the "Acknowledgement of Receipt of Request for Proposals Form" that accompanies this document (See Appendix A) to have their firm placed on the procurement

distribution list. The form should be signed by an authorized representative of the organization, dated and returned by close of business on December 9, 2013.

The procurement distribution list will be used for the distribution of written responses to questions and any RFP amendments.

Failure to return this form shall constitute a presumption of receipt and rejection of the RFP, and the potential Offeror's firm name shall not appear on the distribution list.

4. PREPARATION OF PROPOSAL

Offerors shall comply with all instructions and provide all the information requested. Failure to do so may disqualify your proposal. All information shall be given in ink or typewritten. Any corrections shall be initialed in ink by the person signing the proposal.

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

This RFP may be canceled or any and all proposals may be rejected in whole or in part whenever the Agency determines it is in the best interest of the Agency to do so.

5. CORRECTION OR WITHDRAWAL OF PROPOSALS

A proposal containing a mistake discovered before proposal opening may be modified or withdrawn by the Offeror prior to the time set for proposal opening by delivering written or telegraphic notice to the location designated in the RFP as the place where proposals are to be received. Withdrawn proposals may be resubmitted up to the time and date designated for the receipt of proposals, provided they are then fully in conformance with the RFP.

6. INTERPRETATIONS AND ADDENDA

No oral interpretation of the meaning of any section of the proposal documents will be binding. Oral communications are permitted in order to make an assessment of the need for an addendum. Any questions concerning the proposal must be addressed prior to the date set for receipt of proposal.

Every request for such interpretations should be in writing addressed to, Purchasing Officer, 2651 Siringo Road, Bldg. “H”, Santa Fe, New Mexico, 87505 and to be given consideration must be received at least five (5) days prior to the date set for the receiving of proposals or December 13, 2013.

Any and all such interpretations and any supplemental instruction will be in the form of written addenda to the RFP, which if issued, will be sent by facsimile, e-mail, or hand delivered to all Offerors who are known by the Agency to have received a complete RFP not later than three days prior to the date fixed for the receipt of the proposals or December 17, 2013. Failure of any Offeror to receive any such addenda or interpretations shall not relieve

Offeror from any obligation under their proposal as submitted. All addenda so issued shall become part of the contract documents.

Copies of addenda may be obtained from the City of Santa Fe, Purchasing Office, 2651 Siringo Road, Building “H”, Santa Fe, New Mexico 87505.

The Agency reserves the right not to comply with these time frames mentioned above if an addendum is required to extend the proposal deadline or withdraw the RFP due to significant justification(s) that are in the best interest of the Agency.

7. LAWS AND REGULATIONS

The Offeror's attention is directed to the fact that all applicable Federal Laws, State Laws, Municipal Ordinances, and the rules and regulations of all authorities having jurisdiction over the subject of this RFP shall apply to the contract throughout. They will be deemed to be included in the contract the same as though written out in full.

8. DISCLOSURE OF PROPOSAL CONTENTS

The proposals will be kept confidential until a contract is awarded. At that time, all proposals and documents pertaining to the proposals will be open to the public, except for the material that is proprietary or confidential. The Purchasing Officer will not disclose or make public any pages of a proposal on which the 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 Offeror's 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, the Purchasing Officer shall examine the Offeror's 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 disclosed. The proposal shall be open to public inspection subject to any continuing prohibition on the disclosure of confidential data.

9. PROPOSAL EVALUATION

After the Evaluation Committee completes its review of proposals, the committee may interview up to three highest rated Offerors, or may forgo the interviews and select one Offeror, or recommend to the Agency to reject any or all proposals.

At its discretion the Agency reserves the right to alter the membership or size of the Evaluation Committee. The Agency also reserves the right to change the number of firms interviewed.

10. 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 Agency reserves the right to finalize a contract with the next most advantageous Offeror without undertaking a new procurement process.

11. CONTRACT AWARD

The Agency anticipates awarding the contract during the regular scheduled Joint Powers Board meeting on January 16, 2014; however, the date of the meeting is tentative and subject to change without notice.

The contract shall be awarded to the Offeror whose proposal is most advantageous to the Agency, taking into consideration the evaluation factors set forth in the RFP.

12. REJECTION OR CANCELLATION OF PROPOSALS

The RFP may be canceled, or any or all proposals may be rejected in whole or in part, when it is in the best interest of the Agency. A determination containing the reasons therefore shall be made part of the project file (Section 13-1-131 NMSA).

13. PROTESTS AND RESOLUTIONS PROCEDURES

Any Offeror who is aggrieved in connection with the RFP process may protest to the Purchasing Officer. The protest must be in writing and submitted within fifteen (15) calendar days after knowledge of the facts or occurrences giving rise to the protest, but may not be filed later than seven (7) days after the Joint Powers Board approves award of the contract. Requirements regarding protests and resolution of protests are available upon request from the Purchasing Office.

14. CHANGE IN CONTRACTOR REPRESENTATIVES

The Agency reserves the right to require a change in contractor representatives if the assigned representatives are not, in the opinion of the Agency, meeting its needs adequately.

15. AGENCY RIGHTS

The Agency reserves the right to accept all or a portion of an Offeror's proposal.

16. RIGHT TO PUBLISH

Throughout the duration of this procurement process and contract term, potential Offerors and contractors must secure from the Agency written approval prior to the release of any information that pertains to the potential work or activities covered by this procurement or the subsequent contract. Failure to adhere to this requirement may result in disqualification of the Offeror's proposal or termination of the contract.

17. OWNERSHIP OF PROPOSALS

All documents submitted in response to this Request for Proposals shall become the property of the Agency. However, any technical or user documentation submitted with the proposals of non-selected Offerors shall be returned after the expiration of the protest period.

18. 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 correspondence.

19. COMPLIANCE WITH CITY'S MINIMUM WAGE RATE ORDINANCE (LIVING WAGE ORDINANCE)

A copy of the City of Santa Fe Living Wage Ordinance §28.1 28-1.12 SFCC 1987 is attached (Appendix C). The Offeror will be required to submit the proposal such that it complies with the ordinance to the extent applicable. The recommended Offeror will be required to comply with the ordinance to the extent applicable, as well as any subsequent changes to the Ordinance throughout the term of this contract.

20. PREFERENCES IN PROCUREMENT

New Mexico In-State Preference: To receive a resident business preference pursuant to Section 13-1-21 NMSA 1978 a business shall submit with its a copy of a valid resident business certificate issued by the NM Department of Taxation and Revenue.

If an Offeror submits with its proposal a copy of a valid and current in-state resident business certificate, 5% of the total weight of all evaluation factors used in the evaluation of proposals may be awarded.

Certification by the NM Department of Taxation and Revenue for the resident business takes into consideration such activities as the business or contractor's payment of property taxes or rent in the state.

or

New Mexico Resident Veteran Business Preference: New Mexico law, Section 13-1-22 NMSA 1978, provides a preference in the award of a public works contract for a "resident veteran business". Certification by the NM Department of Taxation and Revenue for the resident veteran business requires the Offeror to provide evidence of annual revenue and other evidence of veteran status.

An Offeror who wants the veteran business preference to be applied to its proposal is required to submit with its proposal the certification from the NM Department of Taxation and Revenue and the sworn affidavit attached hereto as Appendix D.

If an Offeror submits with its proposal a copy of a valid and current veteran resident business certificate, 7%, 8%, or 10% of the total weight of all the evaluation factors used in the evaluation of proposal may be awarded.

The resident business preference is not cumulative with the resident veteran business preference.

DEFINITIONS AND TERMS

1. **Addendum**: a written or graphic instrument issued prior to the opening of Proposals, which clarifies, corrects, or changes the Request for Proposals. Plural: addenda.

2. **Agency**: means the Santa Fe Solid Waste Management Agency.

3. **Consultant or Contractor**: means the successful Offeror who enters into a binding contract / agreement.

4. **Contract / Agreement:** means The Agency's Professional Service Agreement, including all exhibits attached to it and incorporated in it by reference, and all amendments in accordance with its terms, as attached in the RFP as Appendix D.

5. **Determination**: means the written documentation of a decision of the purchasing officer including findings of fact required to support a decision. A determination becomes part of the procurement file to which it pertains (Section 13-1-52 NMSA 1978).

6. **Evaluation Committee**: means a body appointed by the Agency to perform the evaluation of proposals.

7. **Finalist**: is defined as an Offeror who meets all the mandatory specifications of this Request for Proposals and whose score on evaluation criteria is sufficiently high to merit further consideration by the Evaluation Committee.

8. **Joint Powers Board (JPB)**: means the governing body for the Santa Fe Solid Waste Management Agency that operates the Caja del Rio Landfill.

9. **Landfill**: means the Caja del Rio Landfill.

10. **Offeror**: means the companies or firms submitting a proposal in response to this Request for Proposals.

11. **Purchasing Office**: means the City of Santa Fe Purchasing Office.

12. **Purchasing Officer**: means the person or designee authorized by the Agency to manage or administer a procurement requiring the evaluation of proposals.

13. **Request for Proposals**: or "RFP" means all documents, including those attached or incorporated by reference, used for soliciting proposals (Section 13-1-81 NMSA 1978).

14. **Responsible Offeror of Proposer**: means an offeror who submits a responsive proposal and who has furnished, when required, information and data to prove that the proposer's financial resources, production or service facilities, personnel, service reputation and experience are adequate to make satisfactory delivery of the services described in the proposal (Section 13-1-83 NMSA 1978).

15. **Responsive Offer or Proposal**: means an offer or proposal that conforms in all material respects to the requirements set forth in the request for proposals. Material respects of a request for proposals include, but are not limited to, price, quality, quantity or delivery requirements (Section 13-1-85 NMSA 1978).

16. The terms **must, shall, will, is required, or are required**, identify a mandatory item or factor that will result in the rejection of the offeror's proposal.

17. The terms **can, may, should, preferably, or prefers** identify a desirable or discretionary item or factor.

SPECIAL CONDITIONS

1. GENERAL

When the City's Purchasing Officer issues a purchase order document in response to the Contractor's proposal, a binding contract is created.

2. ASSIGNMENT

Neither the order, nor any interest therein, nor claim under, shall be assigned or transferred by the Contractor, except as expressly authorized in writing by the City Purchasing Officer's Office. No such consent shall relieve the Contractor from its obligations and liabilities under this order.

3. VARIATION IN SCOPE OF WORK

No increase in the scope of work, services or equipment after award will be accepted, unless means were provided for the increase within the contract documents. Decreases in the scope of work, services or equipment can be made upon request by the Agency or if such variation has been caused by documented conditions beyond the Contractor's control, and then only to the extent provided for elsewhere in the contract documents.

4. DISCOUNTS

Any applicable discounts should be included in computing the bid submitted. Every effort will be made to process payments within thirty (30) days of satisfactory receipt of goods or services. The Agency shall make the final determination of satisfactory receipt of goods or services.

5. TAXES

The price shall include all taxes applicable. The Agency is exempt from gross receipts tax on tangible personal property. A tax exempt certificate will be issued upon written request.

6. INVOICING

(A) The Contractor's invoice shall be submitted in duplicate and shall contain the following information: invoice number and date, description of the supplies or services, quantities, unit prices and extended totals. Separate invoices shall be submitted for each and every complete order.

(B) Invoice must be submitted to **Santa Fe Solid Waste Management Agency, 149 Wildlife Way, Santa Fe, NM 87506** and not the City of Santa Fe.

7. METHOD OF PAYMENT

Every effort will be made to process payments within thirty (30) days of receipt of a detailed invoice and proof of delivery and acceptance of the products hereby contracted or as otherwise specified in the compensation portion of the contract documents.

8. DEFAULT

The Agency reserves the right to cancel all or any part of this order without cost to the Agency if the Contractor fails to meet the provisions for this order, and except as otherwise provided herein, to hold the Contractor liable for any excess cost incurred by the Agency due to the Contractor's default. The Contractor shall not be liable for any excess cost if failure to perform the order arises out of causes beyond the control and without the fault or negligence of the Contractor and these causes have been made known to the Agency in written form within five working days of the Contractor becoming aware of a cause which may create any delay; such causes include, but are not limited to, acts of God or the public enemy, acts of the State or of the Federal Government, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, unusually severe weather and defaults of sub-contractors due to any of the above unless the Agency shall determine that the suppliers or services to be furnished by the sub-contractor are obtainable from other sources in sufficient time to permit the Contractor to meet the required delivery schedule. The rights and remedies of the Agency are not limited to those provided for in this paragraph and are in addition to any other rights provided for by law.

9. NON-DISCRIMINATION

By signing this bid or proposal, the Contractor agrees to comply with Presidential Executive Order No. 11246 as amended.

10. NON-COLLUSION

In signing this bid or proposal, the Contractor certifies it has not, either directly or indirectly, entered into action in restraint of full competition in connection with this bid or proposal submittal to the Agency.

11. BRIBES, GRATUITIES AND KICKBACKS

In signing this bid or proposal, the Contractor acknowledges that, as required by Section 13-1-191 NMSA 1978, reference is hereby made to the criminal laws of New Mexico (including Sections 30-14-1, 30-24-2 and 30-41-1 through 30-41-3 NMSA 1978) which prohibits bribes, kickbacks and gratuities, violation of which constitutes a felony. Further, Sections 13-1-28 through 13-1-199 NMSA 1978 imposes civil and criminal penalties for its violation.

BACKGROUND

The Santa Fe Solid Waste Management Agency (Agency) is requesting proposals from experienced engineering firms to provide engineering services for landfill gas collection system at the Caja del Rio Landfill.

The Caja del Rio Landfill (Landfill), owned and operated by the Agency, was opened in 1997 and occupies an area of approximately 430 acres. The Landfill contains a leachate evaporation pond, effluent storage pond, and approximately 78 acres permitted through the New Mexico Environment Department for disposal of solid waste.

Since April 2010, the Landfill has an active landfill gas collection and control system that operates on a scheduled, intermittent basis. The system consists of 15 vertical landfill gas extraction wells, below-grade landfill gas header and lateral piping, a condensate management system, and an enclosed John Zink flare, model number ZTOF. The enclosed flare is an approximate 900 cubic feet per minute unit, which is approximately 30 feet tall. A Landtec continuous methane analyzer and Thermal Instruments flow meter are in place.

The Landfill is subject to New Source Performance Standard (NSPS) collection and control requirements. As such, the gas system must operate under specific NSPS requirements. The 15 LFG wells must be monitored and adjusted to meet the compliance requirements of NSPS, as well as required Startup, Shutdown, and Malfunction (SSM) requirements as set forth in 40 CFR 63, Subpart AAAA.

SCOPE OF SERVICES

This scope of services is to provide the Agency with air-related compliance, permitting, and design services related to the landfill gas collection and control system (GCCS). It also includes GCCS operations and maintenance services as set forth in the following scope of services.

1. PERMITTING, COMPLIANCE REPORTING, AND DESIGN SERVICES

NSPS, SSM, and Title V Reporting

Services in this task will encompass semi-annual NSPS, startup, shutdown, and malfunction (SSM), and Title V reporting. This includes one reporting event in April 2014 and one in October 2014 (all of these reports are currently synchronized on this schedule).

Title V reporting requires reporting of compliance deviations semi-annually and certification of overall compliance with all air-related requirements annually. For this Task, the Consultant will prepare the Title V reports.

The rule requiring the SSM Plan, requires that semi-annual report filings be submitted detailing many aspects of the gas system's operation. The required SSM report consists of a summary of SSM events, which will be determined from the SSM forms that the gas system operator (i.e., Consultant) will be required to prepare. NSPS reporting requires additional documentation, including the following per 40 CFR §60.757(f): all collection well exceedances, a summary of quarterly surface scans, documentation of any gas system expansions conducted during the reporting period, a summary of gas system downtime in excess of five days, and any flare free-venting in excess of one hour.

The Consultant will prepare Title V, NSPS, and SSM report drafts for Agency review. Upon approval, at the Agency's preference, the Consultant will transmit these reports to the Agency for NMED submittal or submit them on the Agency's behalf.

Federal Greenhouse Gas (GHG) Emissions Reporting Services

The landfill is subject to Federal Greenhouse Gas Reporting. This task will address requirements regarding the Federal mandatory GHG reporting rules. The proposed scope for this task will include the preparation and submittal of the required GHG emissions estimates and associated information required by the GHG reporting rule. Online reporting through EPA's e-GGRT system will be used to file information related to the GHG reporting rule.

The Consultant must collect and process all required data from the previous calendar year for each year of reporting, including waste intake values, and for the gas system, landfill gas flows and methane content. This information gathering will be similar to the normal emissions inventory process, but will be much more detailed and documented for the Agency's files. Utilizing equations provided in the EPA rule, the Consultant will convert the required information that has been gathered into the required GHG emissions.

Upon entering the required information into the online reporting system, the Consultant will work with the Landfill's designated representative to review and certify the data to EPA.

New Mexico Emissions Inventory

This task includes the State of New Mexico emissions inventory for the Landfill. This inventory, which will be filed online, is typically due by April 1 of each year for the emissions from the prior calendar year. The online format required by NMED; referred to as the NMED Air Emissions Inventory Reporting (AEIR) tool must be used. Following completion of this work, Agency personnel will check and finalize the submittal to NMED. A copy of the emission spreadsheets will be provided to the Agency and NMED.

Permitting

This task will include any necessary permitting required during the contract period for new sources, related to the pending 20-year permit renewal and vertical/lateral expansion. The next Title V permit renewal will be due February 15, 2016.

Landfill Gas System Design Services

Through the contract period, the Agency may need design services related to the expansion of the GCCS. This work will likely include the production of construction drawings, specifications, and bid documents. It may also include support during the bidding phase and Construction Quality Assurance/Engineering support during construction.

2. GAS SYSTEM OPERATIONS AND MAINTENANCE

Routine Services

The well field will be monitored on a twice-monthly basis. During these visits routine services for the well field will include:

- Monitoring and adjusting the 15 extraction wells so that they meet NSPS requirements for temperature, oxygen, and pressure.
- Obtaining landfill concentrations of methane, oxygen, carbon dioxide, and balance gas at each extraction well; in addition to individual extraction well temperatures and pressures.
- Assuring that extraction wells are functioning properly and/or without damage.
- Inspections will also ensure that there are no broken hoses, pipes, thermometers, sample ports, loose connections, air leaks, and/or condensate build-up in the wellheads or well sample ports.
- Performing inspections of condensate sumps to determine if they are functioning properly and are in good condition.

Initial reading and adjusted readings, for each well and the blower/flare station (BFS), will be recorded during each monitoring event.

The Consultant will record at the blower/flare station all pertinent performance parameters such as:

- Flare temperature prior to and after wellfield adjustments have been made.
- Concentrations of methane, carbon dioxide, oxygen, and balance gas prior to and after well field adjustments have been made.
- Vacuum pressures and discharge pressure of the blower.
- Blower hours, amps, vibration, and hertz.

Maintenance services, as recommended by John Zink for the flare, blower, and associated Landfill Gas Control and Collection System equipment, will also be performed.

In addition to routine maintenance, the Consultant will be responsible for providing necessary labor, equipment, and tools to repair and/or replace defective equipment as needed. Prior to replacement or repair of the equipment, the Consultant will advise the Agency of problems and discuss requesting advice from the manufacturer regarding warranties on the equipment in question. All maintenance, calibrations, and repair performed by field staff will be recorded in the on-site field log book for reference.

Data from the continuous recorder, which records flow, temperature, pressure and methane concentrations, will be downloaded into electronic files submitted to the Agency and their designated agents.

A monthly report detailing the past month's activities, all collected data, and recommendations on problem areas/equipment will be submitted by the 15th day of the following month. All SSMs that occurred during the month will be noted on appropriate SSM Forms, and will be included in the monthly report submitted to the Agency. All collected data collected from the well field, blower/flare station, continuous methane monitor, and any noted problem areas along with recommendations will also be submitted to the Agency with the monthly report

Once the Consultant completes well field adjustments and collects all data, they should then perform maintenance for the month or quarter that is required for specific equipment. Any needed repairs should also be performed at this point, if they are not completed prior to monitoring and adjustment of the well field.

Surface Emissions Monitoring

A task will be included to perform NSPS-required quarterly surface emissions monitoring (SEM). The Consultant will walk the entire area of the landfill that is subject to NSPS regulations (basically the area where extraction wells are located), at 30-meter spacing in a grid pattern. The monitoring instrument must be calibrated prior to monitoring. Any areas where methane is detected at concentrations over 500 ppm will be immediately flagged, numbered, and marked on a site map. After the Consultant has finished walking the area, they will contact Agency staff to indicate where high concentrations of methane are located. The Consultant will assist Agency staff in remediating these areas so that emissions are less than 500 ppm.

Where surface emissions have exceeded 500 ppm, the area will need to be reevaluated within 10 days after remediation of the exceeded area has been completed and then 30 days after the initial exceedance reading. After the 30-day recheck and concentrations below 500 ppm have been obtained, the Consultant must provide all the collected data in the corresponding monthly report that details the findings of the surface emissions monitoring event. The report will contain all pertinent data derived from monitoring, along with associated site plans and the locations of any exceedances.

Non-Routine Services

Non-routine work will consist of repair and/or replacement of equipment that can be scheduled in advance. Non-routine work can range from minor repairs, such as broken wellheads, to complete overhaul of GCCS equipment components and additional components as needed to maintain compliance with NSPS requirements.

In addition, non-routine work may also consist of recommendations concerning the efficiency of the collection system. Special assignments, such as engineering, system design, studies, plans/drawings, and various services related to LFG recovery and efficiency, fall into the category of non-routine services. These special assignments will be authorized and prioritized by the Agency.

In 2014, the ends of the leachate cleanout riser across Cell 4 (one end in Cell 4A and one end in Cell 4B) will need to be tied-into the existing gas system. This work will entail adding HDPE piping from the existing GCCS header piping to the risers. In addition, a wellhead, similar to the existing wellheads for the current GCCS will be required at each end so that landfill gas can be controlled as needed.

PROPOSAL SUBMITTAL REQUIREMENTS

Offerors shall submit one original and six (6) copies of their proposals to the City of Santa Fe, Purchasing Office, 2651 Siringo Road, Bldg. "H", Santa Fe, New Mexico 87505 by 2:00 p.m. local prevailing time on December 20, 2013. Any proposal received after this deadline will not be considered.

All proposals must be typewritten on standard 8 1/2" x 11" paper and bound on the left-hand margin and placed within a binder with tabs delineating each section. Larger paper is permissible for charts, spreadsheets, etc.

Although there is no maximum proposal length, proposals should be kept to the minimum length necessary to address the requirements of the RFP. Padding the proposal with "boiler plate" material is strongly discouraged.

The proposal must be organized and indexed in the following format and must contain, as a minimum, all listed items in the sequence indicated:

1) Letter of Transmittal
2) General Information
3) Project Team Members
4) Specialized Design and Technical Experience
5) Capacity and Capability to Perform the Work
6) Past Record of Performance
7) Proximity or Familiarity with the Agency
8) Work to be Done in New Mexico
9) Technical Approach
10) Innovativeness
11) Other Supporting or Resource Material.

Within each section of their proposal, Offerors should address the items in the order in which they appear in this RFP. All forms provided in the RFP must be thoroughly completed and included in the appropriate section of the proposal.

Any proposal that does not adhere to this format, and which does not address each specification and requirement within the RFP may be deemed non-responsive and rejected on that basis.

Additional proposal contents:

- Firm identification and transmittal letter from Offeror with authorized signature. Include firm name and address; name and telephone number of contact person.

- Acknowledge receipt of any and all amendments to this RFP.

- Provide the following for each sub-consultant (if needed):
    - Name, address, and telephone number.
    - State the qualifications.
    - Describe the role of the sub-consultant in the project.

- The technical approach section includes a summary of the proposed approach to this project, and the advantages/disadvantages of the approach. Also, discuss any important issues the Offeror has identified after the review of the scope of services provided within this RFP.

- Copy of City of Santa Fe Business License.

- Copy of State of New Mexico CRS Tax Identification Number.

- Summary of insurance/liability coverage.

- Campaign Contribution Disclosure Form (Appendix B).

- Resident Veterans Preference Certification (Appendix D), if applicable.

The Offeror is specifically advised that any person or other party to whom it is proposed to award a subcontract under this proposal must be accepted by the Agency. No subcontractor with a suspension or debarment will be accepted by the Agency. The Offeror shall be wholly responsible for the entire performance whether or not sub-consultants are used.

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

EVALUATION CRITERIA & WEIGHTED VALUES
EVALUATION COMMITTEE MEMBERS
RFP No. '14/17/P

At its discretion and without notice, the Agency reserves the right to alter the membership and size of the evaluation committee. The evaluation committee will provide written evaluations based on the evaluation criteria and weighted values shown below. The evaluation points scored will be totaled to determine the top rated firms. Interviews may be conducted with the firms receiving the top three scores in the written evaluations and their interviews will be evaluated. Unless noted elsewhere in this RFP, the same evaluation criteria and weighted values shown below will be used to conduct the interview evaluations. The scores from the interview evaluations will be totaled to determine the top rated firm unless extenuating circumstances are documented. Evaluation criteria designated with "*****" are required by Section 13-1-120.B NMSA 1978.

EVALUATION CRITERIA	**POINTS AVAILABLE**
1. Specialized Design and Technical Experience*****	200
2. Capacity and Capability*****	200
3. Past Record of Performance*****	200
4. Proximity to or Familiarity*****	200
5. Work to be Done in New Mexico*****	50
6. Current Volume of Work with the Agency not 75% Complete*****	50
7. Innovativeness	100
Total Maximum Allowable Points	**1,000**

NARRATIVE DESCRIPTION OF EVALUATION CRITIERIA

Points will be awarded on the basis of the following evaluation criteria:

1. Specialized Design and Technical Competence - Provide information about the firm's specific technical experience with similar projects that demonstrate competence to successfully complete the project and type of services required.

2. Capacity and Capability - Provide information about the business that demonstrates the ability to provide sufficient professional competence, including any consultants, their representatives, qualifications and locations, to perform the work, including any specialized services with the time limitations.

3. Past Record of Performance - Demonstrate through contracts and other agreements with government agencies or private industry with respect to such factors as costs control, quality of work and ability to meet schedules. Provide a minimum of three (3) landfill gas engineering, operation and maintenance projects where the Offeror provided professional engineering services listing the project title, owner point of contact, and telephone number.

4. Proximity to or Familiarity with Site Location - Demonstrate the firm's familiarity with the Agency at which the Landfill is located and describe any issues or problems that may arise that could affect the work.

5. New Mexico Produced Work - It is in the Agency's best interest to support in-state businesses. Indicate the volume of work to be produced in New Mexico by a New Mexico firm or firms. Identify any out-of-state consultant(s) or business relationships that will be involved on the project and the extent of services to be provided by that firm or firms.

6. Volume of Work Previously Done - Indicate the volume of work the firm has previously done for the Agency which is not seventy-five (75) percent complete with respect to basic professional design services through the bidding phase. The purpose of the criteria is to help distribute projects among qualified firms while not violating the principal of selecting the most highly qualified firm.

   The following formula shall be utilized in assessing scores which is based on the value of work for projects that are not 75% complete:

$150,001	and	over	0 points
$100,001	to	$150,000	20 points
$ 50,001	to	$100,000	40 points
$ 25,001	to	$ 50,000	60 points
$ 1	to	$ 25,000	80 points
		None	100 points

7. Innovativeness of the Proposal - Describe in detail the innovativeness of the firm's proposal that will provide maximum benefits for the Agency while maintaining cost-effective services for the landfill gas collection system.

The Evaluation Committee reserves the right to waive minor irregularities. The Evaluation Committee also reserves the right to waive mandatory requirements provided that all of the otherwise responsive proposals failed to meet the mandatory requirements or doing so does not otherwise materially affect the procurement. This right is at the sole discretion of the Evaluation Committee.

The Evaluation Committee may make such investigations as necessary to determine the ability of the Offeror to adhere to the requirements specified within this RFP. The Evaluation Committee will reject the proposal of any Offeror who is not a responsible Offeror or fails to submit a responsive offer.

EVALUATION CRITERIA & WEIGHTED VALUES
for
RFP No. '14/17/P

Evaluation Points:

Criteria	**Weighted Value**	**Evaluation Pts. 1-2-3-4-5 6-7-8-9-10**	**Total**	**Max Score**
Specialized Design & Technical Competence*	20%	_____	_____	200
Capacity & Capability*	20%	_____	_____	200
Past Record of Performance*	20%	_____	_____	200
Familiarity with the Agency*	20%	_____	_____	200
Work to be Done in New Mexico*	5%	_____	_____	50
Current Volume of Work with the Agency not 75% Complete*	5%	_____	_____	50
Innovativeness	10%	_____	_____	100
	Total		_____	**1,000**

The Agency reserves the option to contact further references at its discretion, the results of which may be reflected in the above evaluation.

_____
Company Name

Evaluation: _____ Interview: _____ (Please mark appropriate field)

_____ _____
Signature and title of evaluator Date

APPENDIX A

Acknowledgement of Receipt Form

ACKNOWLEDGEMENT OF RECEIPT FORM

for

RFP No. '14/17/P

ENGINEERING, OPERATION AND MAINTENANCE SERVICES
for
CAJA del RIO LANDFILL GAS COLLECTION SYSTEM
for the
SANTA FE SOLID WASTE MANAGEMENT AGENCY

In acknowledgement of receipt of this Request for Proposal the undersigned agrees that he/she has received a complete copy, beginning with the title page and table of contents, and ending with Appendix D.

The acknowledgement of receipt should be signed and returned to the Purchasing Officer no later than the close of business on December 9, 2013. Only potential Offerors who elect to return this form completed with the indicated intention of submitting a proposal will receive copies of all Offeror written questions and The Agency's written responses to those questions as well as RFP amendments, if any are issued.

FIRM: _____

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 Proposal.

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

City of Santa Fe Purchasing Office
2651 Siringo Road, Building "H"
Santa Fe, NM 87505

APPENDIX B

Campaign Contribution Disclosure Form

CAMPAIGN CONTRIBUTION DISCLOSURE FORM

Pursuant to NMSA 1978, § 13-1-191.1 (2006), any person seeking to enter into a contract with any state agency or local public body **for professional services, a design and build project delivery system, or the design and installation of measures the primary purpose of which is to conserve natural resources** must file this form with that state agency or local public body. This form must be filed even if the contract qualifies as a small purchase or a sole source contract. The prospective contractor must disclose whether they, a family member or a representative of the prospective contractor has made a campaign contribution to an applicable public official of the state or a local public body during the two years prior to the date on which the contractor submits a proposal or, in the case of a sole source or small purchase contract, the two years prior to the date the contractor signs the contract, if the aggregate total of contributions given by the prospective contractor, a family member or a representative of the prospective contractor to the public official exceeds two hundred and fifty dollars ($250) over the two year period.

Furthermore, the state agency or local public body shall void an executed contract or cancel a solicitation or proposed award for a proposed contract if: 1) a prospective contractor, a family member of the prospective contractor, or a representative of the prospective contractor gives a campaign contribution or other thing of value to an applicable public official or the applicable public official's employees during the pendency of the procurement process or 2) a prospective contractor fails to submit a fully completed disclosure statement pursuant to the law.

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 unreimbursed travel or other personal expenses of individuals who volunteer a portion or all of their time on behalf of a candidate or political committee, nor does it include the administrative or solicitation expenses of a political committee that are paid by an organization that sponsors the committee.

"**Family member**" means spouse, father, mother, child, father-in-law, mother-in-law, daughter-in-law or son-in-law.

"**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 Code 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.

Names of Applicable Public Official: Board Members of the Santa Fe Solid Waste Management Agency's Joint Powers Board - Santa Fe Councilors Bill Dimas, Peter Ives, and Chris Rivera; Santa Fe County Commissioners Miguel Chavez, Kathy Holian, and Daniel "Danny" Mayfield.

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 Contribution(s) _____

_____

(Attach extra pages if necessary)

_____ _____
Signature Date

_____
Title (position)

--OR—

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

_____ _____
Signature Date

_____

APPENDIX C

Living Wage Ordinance

City of Santa Fe

Living Wage Ordinance

Ordinance Number §28-1 28-1.12 SFCC 1987

Purpose:

The City of Santa Fe Living Wage Ordinance was adopted to establish minimum hourly wage rates.

Who it affects:

- All businesses and non-profit organization required to have a business license or business registration issued by the City of Santa Fe.

Compliance:

- Affected businesses are required to pay employees an hourly wage of $9.85 effective January 1, 2009.
- Beginning January 1, 2009, and each year thereafter, the minimum wage shall be adjusted upward by an amount corresponding to the previous year's increase, if any, in the consumer price index for the western region for urban wage earners and clerical workers.
- For workers who customarily receive more than $100 per month in tips or commissions, any tips or commissions received and retained by a worker shall be counted as wages and credited towards satisfaction of the minimum wage provided that, for tipped workers, all tips received by such workers are retained by the workers, except that the pooling of tips among workers shall be permitted.
- The value of health care benefits and child care shall be considered as an element of wages.
- Non-profit organizations whose primary source of funds is from (Medicaid) waivers are exempt.

Prohibitions against retaliation and circumvention:

- It shall be unlawful for any business, employer or employer's agent or representative to take any action against an individual in retaliation for exercising or communicating rights under this ordinance. This includes retaliation against individuals who mistakenly but in good faith allege noncompliance with the ordinance.
- Taking adverse action against an individual within sixty days of the individual's assertion of or communication of information regarding rights raises a reputable presumption of retaliation for assertion of rights.
- It shall be unlawful for any business or employer to intentionally circumvent the requirements of this ordinance by contracting portions of its operations or leasing portions of its property.

Enforcement; Remedies:

- **Administrative Enforcement** - The city manager, or his/her designee, is authorized, as appropriate and as resources permit, to enforce this ordinance.
- **Criminal Penalty** - A person violating this ordinance shall be guilty of a misdemeanor and, upon conviction, for Each offense may be subject to fines and imprisonment as set forth in Section 1-3 SFCC 1987. A person violating any of the requirements of this ordinance shall be guilty of a separate offense for each day or portion thereof and for each worker or person to which any such violation occurred.
- **Other remedies** - The city, any individual aggrieved by a violation of this ordinance, or any entity the members of which have been aggrieved by a violation of this ordinance, may bring a civil action in a court of competent jurisdiction to restrain, correct, abate or remedy any violation of this ordinance and, upon prevailing, shall be entitled to such legal or equitable relief as may be appropriate to remedy the violation including, without limitation, reinstatement, the Payment of any wages due and an additional amount as liquidated damages equal to twice the amount of any wages due, injunctive relief, and reasonable attorney's fees and costs.

Nonexclusive Remedies and Penalties - The remedies provided in this section are not exclusive, and nothing in this ordinance shall preclude any person from seeking any other remedies, penalties, or relief provided by law.

Posting and Publication:

- Any business subject to the provisions of this ordinance shall as a condition to obtaining and holding a city of Santa Fe business license or registration, post and display in a prominent location next to its business license or registration on the business premises a notice, in English and Spanish, that the business is in compliance with the provisions of this ordinance and post the text of this notice. Failure to comply with this section shall be construed a violation of this ordinance and, in addition, shall be considered grounds for suspensions, revocation, or termination of the business license or registration.

For further information, please contact the office of: Constituent Services at (505) 955-6949 or by Email at:constituentservices@santafenm.gov

APPENDIX D

Resident Veterans Preference Certification

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 $1M 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 declare under penalty of perjury that my business prior year revenue starting January 1 ending December 31 is more than $1M but less than $5M allowing me the 8% preference discount on this solicitation. I understand that knowingly giving false or misleading information about this fact constitutes a crime.

☐ I declare under penalty of perjury that my business prior year revenue starting January 1 ending December 31 is more than $5M allowing me the 7% 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, which 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 of the Business.

The representation made by checking the above boxes constitutes a material representation by the business. If the statements are proven to be incorrect, this may result in denial of an award or un-award of the procurement.

SIGNED AND SEALED THIS_____DAY OF _____, 2013.

_____
NOTARY PUBLIC

My Commission Expires:

_____

APPENDIX E

Sample Contract

SANTA FE SOLID WASTE MANAGEMENT AGENCY

PROFESSIONAL SERVICES AGREEMENT

(Engineering, Operation and Maintenance Services - 2014)

This PROFESSIONAL SERVICES AGREEMENT ("Agreement") is made and entered into by and between the Santa Fe Solid Waste Management Agency ("The Agency") and _____ (the "Contractor") for engineering, operation and maintenance services for the landfill gas collection system at the Caja del Rio Landfill (RFP No. '14/17/P) as described in Exhibit A and below. The Agreement shall be effective as of the date this Agreement is executed by the Agency.

1. SCOPE OF SERVICES

The professional services subject to this Agreement are set forth in the Scope of Work attached hereto as Exhibit A.

2. STANDARDS OF PERFORMANCE; LICENSES

A. Contractor represents that it possesses the experience and knowledge necessary to perform the services described in this Agreement.

B. Contractor agrees to obtain and maintain throughout the term of this Agreement all applicable professional and business licenses required by law for itself and its employees, agents, representatives and subcontractors.

3. COMPENSATION

A. The Agency shall pay to Contractor in full payment for services rendered, including applicable gross receipts taxes, a sum not to exceed XX Dollars and XX Cents ($XX.XX).

B. Contractor shall be responsible for payment of gross receipts taxes levied by the State of New Mexico on the sums payable under this Agreement.

C. Payment shall be made upon receipt and approval by the Agency of detailed statements containing a report of services completed. Compensation shall be paid only for services actually performed in accordance with the fee schedule set forth in the Scope of Work hereto attached in Exhibit A.

D. Detailed statements containing reimbursement expenses shall be itemized.

4. APPROPRIATIONS

The terms of this Agreement are contingent upon sufficient appropriations to and authorization from the Joint Powers Board for The Agency for the performance of this Agreement. If sufficient appropriations are not made or authorization provided, this Agreement shall terminate upon written notice from the Agency to Contractor. The Agency shall be responsible for charges incurred up to the date of notification under this Section per Section 6 of this Agreement. The Agency's decision as to whether sufficient appropriations are available shall be accepted by Contractor and shall be final.

5. TERM AND EFFECTIVE DATE

A. This Agreement shall be effective when signed by the Agency and terminate on _____, 2015, unless it is terminated sooner pursuant to Article 6 below.

B. Pursuant to the limitations on multi-term contracts for professional services codified in NMSA 1978 § 13-1-150, this Agreement may not exceed four years, including all extensions and renewals. Subject to that limitation, the Agreement can be renewed annually, if agreed upon by the Agency and Contractor and approved by the Joint Powers Board.

6. TERMINATION

The Agency may terminate this Agreement upon ten (10) days written notice to Contractor. If the Agency terminates the Agreement:

1) Contractor shall render a final report of the services performed up to the date of termination and shall turn over to the Agency original copies of all work product, research, or papers prepared for the services covered by this Agreement. The Agency shall pay Contractor for services rendered and expenses incurred under this Section, including for preparation of the final report.

2) If compensation is not based upon hourly rates for services rendered, the Agency shall pay Contractor for the reasonable value of services satisfactorily performed through the date Contractor receives notice of such termination for which compensation has not already been paid.

3) If compensation is based upon hourly rates and expenses, Contractor shall be paid for services rendered and expenses incurred through the date Contractor receives notice of such termination.

7. STATUS OF CONTRACTOR; RESPONSIBILITY FOR PAYMENT OF EMPLOYEES AND SUBCONTRACTORS

A. Contractor, its agents, and its employees are independent contractors performing professional services for The Agency and are not employees of the Agency.

B. Contractor, its agents, and its employees shall not accrue leave, retirement, insurance, bonding, or any other benefits afforded to employees of the Agency, and shall not be permitted to use Agency vehicles in the performance of this Agreement.

C. Contractor shall be solely responsible for payment of wages, salaries, and benefits to any and all employees or subcontractors Contractor retains to perform any of its obligations pursuant to this Agreement.

8. CONFIDENTIALITY

Any confidential information provided to or developed by Contractor in the performance of this Agreement shall be kept confidential, and shall not be made available to any individual or organization by Contractor without the Agency's prior written approval.

9. CONFLICT OF INTEREST

Contractor warrants that it presently has no interest and shall not acquire any interest, direct or indirect, that would conflict in any manner or degree with its performance of its obligations pursuant to this Agreement. Contractor further agrees that it shall not employ or contract with anyone in the performance of this Agreement that has any such conflict of interest.

10. ASSIGNMENT; SUBCONTRACTING

Contractor shall not assign or transfer any rights, privileges, obligations or other interests under this Agreement, including any claims for money due, without the Agency's prior written consent. Contractor shall not subcontract any portion of the services to be performed under this Agreement without the Agency's prior written approval.

11. RELEASE

Contractor, upon acceptance of final payment of the amount due under this Agreement, releases the Agency, its officers, and its employees from all liabilities, claims, and obligations whatsoever arising from or under this Agreement. Contractor agrees not to purport to bind the Agency to any obligation not assumed herein by the Agency unless Contractor has express written authority to do so, and then only within the strict limits of that authority.

12. INSURANCE

A. Contractor, at its own cost and expense, shall carry and maintain in full force and effect during the term of this Agreement professional liability insurance of $2,000,000 for each claim, comprehensive general liability insurance of $2,000,000 for each occurrence

and $2,000,000 in general aggregate coverage for bodily injury and property damage liability, in a form and with an insurance company acceptable to the Agency. The Agency shall be named as an additional insured under the insurance policy, and the policy shall provide that the Agency will be notified no less than 30 days before the policy is cancelled for any reason. Contractor has furnished the Agency with a copy of a Certificate of Insurance or other evidence of Contractor's compliance with the provisions of this section as a condition of entering into this Agreement.

B. Contractor shall carry and maintain Workers' Compensation insurance in accordance with New Mexico law to provide coverage for Contractor's employees throughout the term of this Agreement. Contractor shall provide the Agency with evidence demonstrating that appropriate Workers' Compensation insurance has been obtained.

C. Contractor shall also carry and maintain sufficient automobile liability insurance throughout the term of this Agreement to cover no less than $2,000,000 combined single limit for each accident.

13. INDEMNIFICATION

Contractor shall indemnify, hold harmless and defend the Agency from all losses, damages, claims or judgments, including payment of all attorneys' fees and costs on account of any suit, judgment, execution, claim, action, or demand whatsoever to the extent arising from the negligent acts, errors, or omissions, or willful and reckless disregard of obligations under this Agreement, in the performance of any services covered by this Agreement, whether occurring on Agency managed or owned property or otherwise, by Contractor or its employees, agents, representatives, or subcontractors, excepting only such liability that arises out of the Agency's negligence.

14. NEW MEXICO TORT CLAIMS ACT

Any liability incurred by the Agency in connection with this Agreement is subject to the immunities and limitations set forth in the New Mexico Tort Claims Act, NMSA 1978 §§ 41-4-1 to 41-4-27. The Agency and its employees do not waive sovereign immunity, any available defense, or any limitation of liability recognized by law. No provision in this Agreement modifies or waives any provision of the New Mexico Tort Claims Act.

15. THIRD PARTY BENEFICIARIES

By entering into this Agreement, the parties do not intend to create any right, title, or interest in, or for the benefit of, any person other than the Agency and Contractor. No person shall claim any right, title or interest under this Agreement or seek to enforce this Agreement as a third party beneficiary.

16. RECORDS AND AUDIT

Contractor shall maintain throughout the term of this Agreement and for a period of three years thereafter detailed records that indicate the date, time, and nature of services rendered. These records shall be subject to inspection by the Agency, the City of Santa Fe Finance Department, and the State Auditor. The Agency shall have the right to audit the billing both before and after payment. Payment under this Agreement shall not foreclose the right of the Agency to recover excessive or illegal payments.

17. APPLICABLE LAW; CHOICE OF LAW; VENUE

Contractor shall abide by all applicable federal and state laws and regulations, and all ordinances, rules and regulations of the Agency. In any action, suit, or legal dispute arising from this Agreement, Contractor agrees that the laws of the State of New Mexico shall govern. The parties agree that any action or suit arising from this Agreement shall be commenced in a federal or

state court of competent jurisdiction in New Mexico. Any action or suit commenced in the courts of the State of New Mexico shall be brought in the First Judicial District Court.

18. AMENDMENT

This Agreement shall not be altered, changed, or modified except by an amendment in writing executed by the parties.

19. SCOPE OF AGREEMENT

This Agreement expresses the entire agreement and understanding between the parties with respect to the services set forth in the Scope of Work attached hereto as Exhibit A. No prior agreement or understanding, verbal or otherwise, of the parties or their agents shall be valid or enforceable unless embodied in this Agreement.

20. NON-DISCRIMINATION

During the term of this Agreement, Contractor shall not discriminate against any employee or applicant for an employment position to be used in the performance of the services Contractor undertakes pursuant to this Agreement on the basis of ethnicity, race, age, religion, creed, color, national origin, ancestry, sex, gender, sexual orientation, physical or mental disability, medical condition, or citizenship status.

21. SEVERABILITY

If one or more of the provisions of this Agreement or any application thereof is found to be invalid, illegal, or unenforceable in any respect, the validity, legality, and enforceability of the remaining provisions of the Agreement and any other application thereof shall not in any way be affected or impaired.

22. NOTICES

Any notices required to be given under this Agreement shall be in writing and served by personal delivery or by mail, postage prepaid, to the parties at the following addresses:

AGENCY: Mr. Randall Kippenbrock, P.E.
Executive Director
Santa Fe Solid Waste Management Agency
149 Wildlife Way
Santa Fe, NM 87506

CONTRACTOR:

IN WITNESS WHEREOF, the parties have executed this Agreement on the date set forth below.

SANTA FE SOLID WASTE
MANAGEMENT AGENCY:

_____ _____

Peter Ives Date:
Chairperson

ATTEST:

_____

Yolanda Y. Vigil
Santa Fe City Clerk

CONTRACTOR:

_____ _____

Date:

APPROVED AS TO FORM:

_____ _____

Justin W. Miller Date:
Agency Attorney