

CITY OF SANTA FE

for

SANTA FE SOLID WASTE MANAGEMENT AGENCY

“REQUEST FOR PROPOSALS”

**PROCESSING AND MARKETING OF RESIDENTIAL AND
COMMERCIAL RECYCLABLE MATERIALS FOR THE
SANTA FE SOLID WASTE MANAGEMENT AGENCY**

RFP NO. '15/31/P

PROPOSAL DUE:

**APRIL 10, 2015
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. '15/31/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, April 10, 2015**. Any proposal received after this deadline will not be considered. This RFP is for the purpose of procuring services for the following:

PROCESSING AND MARKETING OF RESIDENTIAL AND COMMERCIAL RECYCLABLE MATERIALS FOR THE SANTA FE SOLID WASTE MANAGEMENT AGENCY

A **mandatory** pre-proposal meeting will be held at 10:00 a.m. MDT, March 24, 2015, at the Nancy Rodriguez Community Center in the Traditional Village of Agua Fria, 1 Prairie Dog Loop, Santa Fe, NM. Failure of an Offeror to be present for the entire meeting shall render the Offeror to be deemed nonresponsive and their proposal shall not be considered. It is the Offeror's responsibility to determine who attends and represents the Offeror or related firm. One person cannot represent more than one Offeror.

Representatives of the Santa Fe Solid Waste Management Agency ("the Agency") will be available at the pre-proposal meeting to answer questions to the extent possible and explain the intent of this RFP. The Agency may prepare a written addendum in response to questions raised at the meeting to all prospective Offerors who were in attendance at the meeting. It is the sole responsibility of each Offeror to verify that he/she has received all addendums issued before delivering their proposal to the Purchasing Office. Acknowledgement of Addendums shall be submitted with any proposal.

Offerors may participate in an optional tour of the Materials Recovery Facility on Tuesday, March 24, 2015, after the pre-proposal meeting. The site tour will begin 1:00 p.m. MDT at the Buckman Road Recycling and Transfer Station - Administration Building at 2600 Buckman Road, Santa Fe, NM.

The RFP process will result in the selection of the best qualified and competent Offeror most suitable to the needs of the Agency.

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 RFP throughout, and they will be deemed to be included in the RFP 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 shall be firm for ninety (90) days after the deadline for receipt of proposals and may be held for that period 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

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To be published on: March 11, 2015

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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.

<u>EVENT</u>	<u>DATE</u>
1. Advertisement	March 11, 2015
2. Issuance of RFP	March 11, 2015
3. Mandatory Pre-Proposal Meeting	March 24, 2015 at 10:00 a.m. Local Prevailing Time
4. Optional Site Tour	March 24, 2015 at 1:00 p.m. Local Prevailing Time
5. Acknowledgement of Receipt	March 24, 2015
6. Deadline to Submit Additional Questions	April 3, 2015 at 2:00 p.m. Local Prevailing Time
7. Response to Written Questions	April 7, 2015 and any RFP Addendum
8. Receipt of Proposals	April 10, 2015 at 2:00 p.m. Local Prevailing Time City of Santa Fe Purchasing Office 2651 Siringo Road, Bldg. "H" Santa Fe, New Mexico 87505
9. Evaluation of Proposals	April 15, 2015
10. Interviews	April 21, 2015
11. Selection	April 21, 2015
12. Negotiations	April 22, 2015
13. Recommendation of Award to Joint Powers Board	May 21, 2015

INFORMATION FOR OFFERORS

1. RECEIPT OF PROPOSALS

The Santa Fe Solid Waste Management Agency (herein called "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, April 10, 2015.

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: RFP No. '15/31/P

Title of the proposal: **PROCESSING AND MARKETING OF RESIDENTIAL AND COMMERCIAL RECYCLABLE MATERIALS 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 deadline for receipt of proposals.

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 should 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 B) 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 March 24, 2015.

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 the deadline for receipt of proposals may be modified or withdrawn by the Offeror prior to the deadline for receipt of proposals 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 RFP documents will be binding. Oral communications are permitted in order to make an assessment of the need for an addendum. Any questions concerning the RFP must be addressed prior to the date set for receipt of proposals.

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) business days prior to the date set for the receiving of proposals or April 3, 2015.

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 have submitted the Acknowledgement of Receipt of Request for Proposals Form not later than three business days prior to the date fixed for the receipt of the proposals or April 7, 2015. 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 issued prior to the submittal deadline for the RFP shall become part of the RFP.

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 between the Agency and the successful Offeror shall follow the format specified by the Agency and contain the terms and conditions set forth in the Sample Services Agreement, Appendix E. The Agency reserves the right to negotiate with any Offeror provisions in addition to those contained in this RFP.

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 May 21, 2015; 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) calendar 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. PREFERENCES IN PROCUREMENT

A. 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 proposal 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

B. 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.

- C. Local Preference: An Offeror who submits to the Agency a valid Local Preference Certification Form, pursuant to the City of Santa Fe Purchasing Manual, or a Santa Fe County Preference Certificate, issued by Santa Fe County, shall receive a 5% preference as set forth in Santa Fe County Ordinance No. 2012-4. The local preference applies only to offers received when the Agency procures services through a competitive sealed proposal process. An Offeror is eligible for the local preference in addition to either the in-state preference or the resident veteran preference.

DEFINITIONS AND TERMS

1. **Acceptable Recyclable Materials:** refers to the list of recyclable materials, as defined in this RFP, which the Offeror will accept for processing and marketing as a result of the award of this Contract with the Agency. Contractor shall accept at a minimum the following recyclable materials:
 - a. Newspaper and Inserts (ONP)
 - b. Corrugated Cardboard (OCC)
 - c. Brown Paper Bags
 - d. PET (#1) Plastic Bottles
 - e. HDPE (#2) Natural and Colored Containers
 - f. Aluminum Cans
 - g. Steel/Tin Cans
 - h. Junk Mail
 - i. Shredded Office Paper
 - j. Other Paper
 - k. Magazines and Catalogs
 - l. Phone Books
 - m. Paperback and Hardcover Books
 - n. Plastics (#3 - #7), including bottles, jars, yogurt/margarine tubs, deli/salad clamshells; excluding Styrofoam and plastic bags
 - o. Other Rigid Plastic (e.g., toys, laundry baskets, recycling bins, buckets)
 - p. Paperboard/Chipboard (e.g., cereal boxes, egg cartons, beverage packaging material)
 - q. Milk Cartons and Drink Boxes
 - r. Pots and Pans
 - s. Small Appliances
 - t. Small Electronics
2. **Addendum:** means a written or graphic instrument issued prior to the opening of Proposals, which clarifies, corrects, or changes the Request for Proposals. Plural: addenda.
3. **Agency:** means the Santa Fe Solid Waste Management Agency.
4. **Average Market Value:** refers to a calculation of the value of each ton of the Agency's curbside residential and commercial recycling commodity based on a historical distribution of material volumes and currently published RISI Paper & Pulp Index prices as well as the Mill Trade Journal's monthly commodity pricing. The AMV will be adjusted monthly and the updated value will apply to all deliveries within that month.
5. **BuRRT:** means the Buckman Road Recycling and Transfer Station.
6. **City:** means the City of Santa Fe.
7. **Contamination:** means non-recyclable materials mixed in with acceptable recyclable

materials in a commingled, or single stream recycling program. Contamination is also considered out-throws during MRF processing.

8. **Contractor:** means the successful Offeror who enters into a binding contract/agreement.
9. **Contract/Agreement:** means a written services agreement for the procurement of items of tangible personal property or services.
10. **County:** means Santa Fe County, New Mexico.
11. **Determination:** means a 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).
12. **Evaluation Committee:** means a body appointed by the Agency to perform the evaluation of proposals.
13. **Finalist:** means 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.
14. **Joint Powers Board (JPB):** means the governing body for the Santa Fe Solid Waste Management Agency that operates the Caja del Rio Landfill.
15. **Landfill:** means the Caja del Rio Landfill.
16. **Marketing:** means creating a market and/or selling recyclable materials to end-markets.
17. **MRF:** means a Materials Recovery Facility that processes recyclable materials.
18. **Offeror:** means any person, corporation, or partnership legally licensed to provide services in New Mexico who submits a proposal in response to this Request for Proposals.
19. **Processing:** means the process of separating, cleaning, treating, and reconstituting post-consumer material(s) that would otherwise be disposed of as solid waste, but does not include incineration or other similar processes.
20. **Purchasing Office:** means the City of Santa Fe Purchasing Office.
21. **Purchasing Officer:** means the person or designee authorized by the Agency to manage or administer a procurement requiring the evaluation of proposals.
22. **Rebate:** refers to a set amount of funds that the Offeror will pay to the Agency once the processed material has been sold to market. This will be decided and set on a per ton basis. Monthly calculations and payments will be submitted to the Agency.

23. **Receiving Facility:** means a facility that collects and transfers recyclable materials for recycling, but does not include a MRF.
24. **Recycling:** means any process by which recyclable materials are collected, separated, processed and reused or returned to use in the form of raw materials or products.
25. **Registered Recycling Facility:** refers to a recycling facility that has been registered with the NMED and its registration is current.
26. **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).
27. **Residual:** means a portion of acceptable recyclable materials that is not MRF processed (i.e., separated, sorted). Residual is not the same as Contamination.
28. **Responsible Offeror or 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).
29. **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).
30. **Solid Waste:** means any garbage, refuse, sludge from a waste treatment plant, water supply treatment plant, or air pollution control facility and other discarded material including solid, liquid, semisolid, or contained gaseous material resulting from industrial, commercial, mining, construction, demolition and agricultural operations and from community activities as defined in 20.9.2. NMAC.
31. **Ton:** means a unit of weight, equivalent to 2,000 pounds.
32. 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.
33. 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 Offeror'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 Offeror 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 Offeror'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 Offeror'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 to 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 Offeror fails to meet the provisions for this order, and except as otherwise provided herein, to hold the Offeror liable for any excess cost incurred by the Agency due to the Offeror's default. The Offeror 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 Offeror and these causes have been made known to the Agency in written form within five working days of the Offeror 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 Offeror 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 Offeror agrees to comply with Presidential Executive Order No. 11246 as amended.

10. NON-COLLUSION

In signing this bid or proposal, the Offeror 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 Offeror 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.

12. COOPERATIVE PROCUREMENT AGREEMENT

In accordance with Section 13-1-135 NMSA 1978, the Offeror shall be made aware that any state agency or local public body procure any services in this RFP with the Agency in accordance with a cooperative agreement entered into and approved by the governing authority of each of the entities involved.

SCOPE OF SERVICES

The items in this scope of services are not intended to be all-inclusive or to be interpreted as the final scope of services. The subject items are intended as a guideline for Offerors and to provide a general format for their responses. The final scope of services will be based on the Offeror's proposal and established during contract negotiations with the selected Offeror.

1. INTRODUCTION

The Santa Fe Solid Waste Management Agency (Agency) is currently operating a Materials Recovery Facility (MRF) to manage, process, and market all of the received residential and commercial recyclable materials accepted within the City of Santa Fe (City) and Santa Fe County (County). The Agency also provides MRF recycling services of acceptable recyclable materials to parties outside Santa Fe County at a fee.

Based on key recommendations in the December 2014 Solid Waste Assessment and Management Study Final Report, the Agency is seeking to solicit Offerors interested in processing and marketing the recyclable materials that are being generated by the City, County and surrounding communities. At this point, the Agency accepts the following recyclable materials as part of the current MRF sorting/processing program:

- Newspaper and Inserts (ONP)
- Corrugated Cardboard (OCC)
- Brown Paper Bags
- PET (#1) Plastic Bottles
- HDPE (#2) Natural and Colored Containers
- Aluminum Cans
- Steel/Tin Cans
- Junk Mail
- Shredded Office Paper (in clear bags; sorted and baled separately)
- Other Paper
- Magazines and Catalogs
- Phone Books (collected and baled separately)
- Paperback and Hardcover Books (collected separately)

The recyclable materials are delivered to the Buckman Road Recycling and Transfer Station (BuRRT) as mixed materials where MRF sorting equipment and manual sorters produce several commodity grades which are marketed monthly.

As part of this RFP, the Agency is looking to add additional recyclable materials to the current recycling stream for collection including (but not limited to):

- Plastics (#3 - #7), including bottles, jars, yogurt/margarine tubs, deli/salad clamshells; excluding Styrofoam and plastic bags
- Other Rigid Plastic (e.g., toys, laundry baskets, recycling bins, buckets)

- Paperboard/Chipboard (e.g., cereal boxes, egg cartons, beverage packaging material)
- Milk Cartons and Drink Boxes
- Pots and Pans
- Small Appliances
- Small Electronics

It is anticipated that the addition of these recyclable materials will help to increase the overall material diversion within the Santa Fe and surrounding communities and provide higher amounts of all recyclable materials.

Offerors are encouraged to identify other recyclable materials beyond those defined as Acceptable Recyclable Materials to be processed and marketed by the successful Contractor. The Agency reserves the right to define the Acceptable Recyclable Materials including any or all recyclable materials identified by the Contractor. Likewise, Offerors are also encouraged to identify a list of unacceptable items that cannot be processed at its recycling facility.

Currently, the City has a manual curbside residential collection program using 18-gallon bins and a commercial collection program serving a small number of commercial businesses and institutions. The City is looking at an automated recycling collection program for the residential customers using carts and expanding the commercial collection program from cardboard only to single stream collection. The City expects the new programs to dramatically increase the recycling rates for both residential and commercial customers.

The City has a ban in place for most plastic shopping bags. However, plastic bags are entering the recycling stream.

The Agency operates a separate program to manage glass containers and jars, as this material is collected in separate containers by the City, County and Agency. It is anticipated that glass will be collected separately at recycling drop-off centers throughout the City as opposed to curbside collection.

Currently, the County has seven convenience collection centers located throughout the county that accepts recyclable materials. The County is looking at franchising several urban rural areas to include automated curbside for recyclable materials. The County will continue to manage glass separately.

Some private waste haulers deliver recyclable materials to BuRRT. There are also self-haul customers, mostly residents and small businesses, dropping off recyclable materials at BuRRT.

2. OBJECTIVE

The objective of this RFP is for Offerors to develop a public private partnership and present a financially viable and stable processing and marketing program to the Agency to help Santa Fe expand the amount of recyclable materials diverted from the Caja del Rio Landfill through the existing City and County recycling collection programs.

Furthermore, the Agency is seeking innovative responses that demonstrate how the Offeror's plan will be:

- Cost effective – maximize per ton revenues derived from the sale of the recyclable materials and minimize transportation and overall costs;
- Time efficient – ensure the Contractor's ability to accept the Agency's recyclable materials on a frequency as defined in this RFP, and minimize the Agency's storage requirements;
- Environmentally responsible – ensure the Contractor's ability to maximize the recyclability of recyclable materials from the waste stream;
- Financially viable for the long term;
- Supportive of the public education and outreach program; and
- Economically sustainable for the Agency and its customers to grow and expand the recycling program into the future.

The above-mentioned objectives will be considered by the Agency as part of the overall evaluation process.

3. CONTRACT TERM

Pursuant to the limitations on multi-term contracts for services contracts codified in NMSA 1978 § 13-1-150, this Contract may not exceed four (4) 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.

4. EXCLUSIVE AND NON-EXCLUSIVE PROCESSING AND MARKETING OF RECYCLABLE MATERIALS

Contractor shall be the exclusive provider of processing and marketing of acceptable recyclable materials except glass received by the Agency at the BuRRT facility for the term defined in the Contract. Contractor may provide non-exclusive processing and marketing for other recycling programs conducted separately from the City, County and Agency throughout Santa Fe County by individuals, businesses, recyclers, and communities as long as such services do not negatively impact the Contractor's ability to provide the services to the Agency as set forth in the Contract. Contractor may provide processing and marketing of recyclable materials to surrounding communities that have entered into a Cooperative Procurement Agreement with the Agency pursuant to Section 13-1-135 NMSA.1978.

5. SITE DETAILS

The Agency operates the BuRRT facility in Santa Fe where recyclable materials are delivered by the City, County and other customers for processing and marketing. The Agency utilizes nine sorters assigned to various stations managing the pre-sorting/sorting of material, baling, and loading processes. The Agency has limited space to expand the MRF (i.e., #3 through #7 plastics, paper board) within the BuRRT facility, which represents one of the drivers for this RFP. Furthermore, Santa Fe wishes to expand the amount of materials currently being collected

and processed for recycling in order to divert more materials from the Caja del Rio Landfill, a regional landfill operated and managed by the Agency, and to extend the life of the landfill.

There is dedicated floor space at the BuRRT facility to receive truck deliveries of recyclable materials from customers. Additionally, there is a dedicated transfer station pit (hopper) for loading open-top trailers for the transportation of recyclable materials from Santa Fe to a MRF or a receiving facility. The Agency has a fleet of trailers which could be put into service for the transportation of materials from BuRRT to another MRF within a 100 mile radius of the BuRRT facility. The Offeror is welcome to provide additional options for the Agency to consider including providing trailers and managing the movement of recyclable materials, especially if the MRF or receiving facility is outside the 100 mile radius.

The Agency has all of the equipment necessary to load the trailers to maximum capacity for delivery of recyclable materials from Santa Fe to a MRF or receiving facility. Having operated the MRF since February 2007, the Agency has experience in loading all types of trailers with baled, loose and a mix of materials. The Agency prefers the trailers, provided by the Contractor, be 53-foot open-top, walking floor (or similar) trailers to maximize payloads.

The Agency will act as scale master for all loads of incoming recyclable materials delivered and outgoing loads removed from BuRRT. As such, the Agency retains the right to enforce weight limits. The Agency's scale house will also serve as the scale of record to provide guidance on the material leaving the facility and provide a basis for calculating the value of the material and payment to the Agency. The Agency will work with the Contractor to ensure that accurate weights are collected and monthly reports are provided to the Contractor.

A thorough site familiarization by Offerors will be essential in preparation of their responses to this RFP. Efforts in this regard will be a required part of RFP responses.

6. COMPLIANCE WITH EXISTING PERMITS AND PLANS

All Offerors must comply with the BuRRT Operations Plan. This includes adherence to on-site traffic rules, posted speed limits and wait times for the loading of trailers, if applicable.

The Offeror must understand that BuRRT is a facility that exists to service the City, County and the public first and foremost. The Agency will assign staff to load trailers as long as there are no conflicting priorities.

The Offeror's MRF located in New Mexico must be registered with the NMED as a Registered Recycling Facility under Solid Waste Rules, 20.9.3.27 NMAC. Furthermore, the Offeror's MRF must comply with the inventory reporting requirement of recyclable materials pursuant to 20.9.3.29 NMAC.

7. COMPLIANCE WITH FMCSA & DOT RULES

Contractor will be required to comply with all rules and regulations governed by the New Mexico Department of Motor Safety and the Federal Motor Carrier Safety Administration.

Particular attention to the rules and regulations related to maximum vehicle weights will be required as no loaded trailers will be permitted to leave Agency facility in excess of these limits.

8. ADDITIONAL INFORMATION

The BuRRT operating hours to the public are Monday through Sunday, 8:00 a.m. to 4:45 p.m. The Agency receives most of the recyclable materials Mondays through Fridays along with some additional recyclable materials on the weekends.

The Agency will load trailers Monday through Friday between 8:00 a.m. and 3:00 p.m. if the Contractor is providing the trailers to transport recyclable materials to its MRF or receiving facility.

It is anticipated that all of the acceptable recyclable materials will be processed by the Contractor. In the event that certain materials or groups of products are sent to downstream processors, the Agency shall be informed of which materials are being processed in this manner and who will be processing those materials.

Contractor shall not dispose of any acceptable recyclable material generated under this Contract as a solid waste. Contractor shall not market any acceptable recyclable material that the Contractor knows or reasonable should have anticipated the acceptable recyclable materials will become a solid waste except when authorized in writing by the Agency. Failure to comply with this requirement is \$1,000.00 per occurrence administrative penalty.

Contractor shall be responsible for marketing the acceptable recyclable materials in accordance with this Contract. The Agency intends to encourage the Contractor to sell acceptable recyclable materials to the end market with the highest price available in the open market. In the event that recyclable materials are no longer acceptable the Contractor needs to provide the Agency with justifications as to why the material needs to be removed from the program. Acceptable recyclable materials should be marketed within ninety (90) days of delivery/processing or as required by NMED regulations. Offeror shall include a detailed description of the marketing plan and procedure to identify the highest price available in the open market.

The Agency anticipates a contamination rate in the recyclable materials equal to the industry standard (e.g., 15%) and will work continuously with the Contractor to assess and reduce this level as much as possible. In order to achieve contamination reduction, the Agency is requesting the following:

- A material composition study;
- Monthly contamination reporting; and
- Annual contamination rate audit.

The Agency will utilize public education and outreach methods to focus on reducing the amount of contamination based on the above mentioned reports provided by the Contractor.

The Agency will require the Contractor to furnish monthly reports of all recyclable materials

delivered under this Contract. The report will include the following information: summary of deliveries including Agency's scale ticket number, Agency's BOL number, time, date and net tonnage. In addition, each monthly report will include the amount of contamination/out throw that resulted from the processing of the materials. Reports will be due twenty (20) days after the end of the month.

The Agency will require the Contractor to document the recyclable materials processed and marketed by commodity, company marketed to and other information related to the marketing of the recyclable materials as requested by the Agency.

In the event the Contractor uses a secondary/downstream market to process materials further, the Agency will require recycling and contamination numbers from this market within fifteen (15) days of their receipt of the material. Secondary/downstream reporting needs to include the total tons of material(s) recycled by that vendor as well as the contamination/out throw rate. This data is reported by the Agency annually to the New Mexico Environment Department, Solid Waste Bureau.

Contractor will furnish an annual report outlining the total amount of recyclables delivered, processed by the Contractor, amount recyclables sent to secondary/downstream markets including total amount processed and total out throw. This report will be due to the Agency within fifteen (15) days of the end of the calendar year.

All of Contractor's records shall be made available to the Agency and its representatives at reasonable times and places throughout the term of the Contract. The Offeror shall include a general provision in the proposal the Agency's ability to review/audit the Contractor's records.

Contractor shall provide a schedule of operating hours to the Agency including any scheduled days where the facility will be closed. This will allow the Agency to schedule trucks or deliveries accordingly. In the event that the facility closes for some reason, the Contractor will call the Agency so that all trucks and deliveries can be recalled or stopped in a timely manner.

The Agency anticipates that it takes approximately 30 minutes to unload the recyclable materials from the trailers at the Contractor's facility. In the event the Contractor cannot adhere to the established turn-around time guidelines, the Contractor will notify the Agency. Failure to attain the unloading time in accordance with the Contract is \$150.00 per hour administrative penalty.

Contractor may reject a load for the following reasons only if the load contains contamination in excess of 30% by volume of the load; or the load presents a health and safety hazard. To reject a load the Contractor shall notify the Agency immediately and prior to the truck leaving the tipping area that the load has been rejected and the reason the load has been rejected. The Contractor shall email photos and approved form documenting the load contamination for the Agency's review. The Agency shall be allowed 24 hours to inspect the load or evaluate it through the photos. The Agency, upon inspection, shall determine whether the load met either of the two reasons for rejections. If the Agency inspects the load and determines the load does not meet either two of the reasons for rejections, the Contractor shall accept the load. If the Agency determines the load does meet either of the two reasons for rejections or if the Agency fails to

inspect the load within forty-eight (48) hours of notification of the rejected load to the Agency, the Contractor may take necessary steps to properly dispose of said rejected materials at an approved landfill or, with prior approval from the Agency, to another recycling facility. The Agency shall reimburse the Contractor for reasonable expenses and charges for handling, loading, transporting and disposing of rejected materials to an approved landfill. Contractor is responsible for providing to the Agency a written procedure for rejection of loads.

In the event the Contractor's facility is unable to accept recyclable materials for two (2) working days, excluding holidays, the Contractor shall be required to procure another recycling facility for processing and marketing the materials and compensate the Agency for any and all costs incurred due to using an alternate recycling facility. Failure to accept recyclable materials after two days will result in a \$1,500.00 per day administrative penalty.

Contractor shall provide a Contingency Plan to the Agency that identifies an alternate facility to process and market the acceptable recyclable materials in the event the Contractor's primary facility is unable to accept the materials.

Contractor may close its recycling and/or receiving facilities on six holidays currently observed by the Agency. The holidays are as follows:

- New Year's Day
- Memorial Day
- Independent Day (July 4th)
- Labor Day
- Thanksgiving Day
- Christmas Day

Note: a holiday which falls on Saturday is observed by the Agency on the preceding Friday and a holiday which falls on Sunday is observed on the following Monday.

The Contractor may close its recycling and/or receiving facilities on three other national recognized holidays provided the Contractor submits a written notice to the Agency prior to January 1st of each calendar year. The holidays are as follows:

- Martin Luther King Day
- Presidents Day
- Veterans Day

The Contractor's recycling facility shall be of sufficient capacity to process recyclable materials from the Agency through the calendar year ending 2019. Contractor shall provide sufficient storage capacity for incoming recyclable materials. Likewise, Contractor shall have adequate warehouse space for recycled materials to prevent degradation of such materials.

Contractor shall ensure inventory of recyclable materials or recycled materials does not exceed the inventory used for purposes of estimating the cost of abatement of a nuisance at the Contractor's facility pursuant to Paragraph (2) of Subsection A of 20.9.10.9 NMAC.

The Contractor's recycling facility shall have the capability to process the recyclable materials at a minimum of 95% recovery rate, excluding contamination, to ensure the overall residual rate remains low. Offerors shall provide a description of the recycling equipment to be used for processing the recyclable materials.

Contractor shall be responsible for all costs associated with the handling, loading, transporting and disposal of residuals and contamination at an approved landfill.

The Agency or its representatives shall have access, within twenty-four (24) hours of notification, to inspect Contractor's facilities, including the MRF, receiving facility and equipment and perform such inspection as the Agency deems reasonably necessary to determine whether the services required to be provided by the Contractor conform to the terms of the Contract. The Agency shall conduct the inspection during hours of operation. The Contractor shall make available to the Agency the facilities identified in the Contract and provide assistance to facilitate the inspection by the Agency.

The Agency along with the City and County will continue to promote recycling in the various recycling programs through education and outreach. Contractor will be required to have an education and outreach program including tours at the recycling and/or receiving facilities. Contractor shall report to the Agency the education and outreach conducted by the Contractor. Contractor shall provide pertinent and informative recycling data to the Agency to further promote the recycling programs.

The Agency has included several different data points provided on the following pages which outline the breakdown of the commodities averaged over the last five (5) years. In addition, an outline of where the materials are being generated is provided to help illustrate where the growth potential is based on program changes being discussed.

Table 1 illustrates the consistent and strong commodity streams that the Agency successfully markets annually. There is also a small amount of phone books (<0.5%) that were processed in prior years. Due to the decline in this commodity the Agency has not sold phone books since 2012. In addition, the Agency has sent out mixed recyclables to other MRFs during downtimes of the MRF equipment.

Table 2 shows the origin of incoming recycling tonnage annually. This table excludes glass. Furthermore, this table does not take into account the changes to the City and County recycling programs as recommended in the 2014 Solid Waste Assessment and Management Study Final Report, which will dramatically increase the recycling rates for both residential and commercial customers. The solid waste assessment is available for download at www.SantaFeRecycling.org.

The Historical Recycling Stream Composition in Table 1 was used to calculate the Base Average Market Value (Base AMV) table in Appendix A, which will be the starting point for valuing commodity for this RFP. The AMV is designed to be updated monthly using readily available data sources, specifically the RISI Pulp and Paper Index and the Mill Trade Journal, which provide updated commodity pricing for recyclable materials. In the event that the Contractor has other data sources, the Agency will consider using them for the AMV calculation once they have

been reviewed.

Table 1. Historical Recycling Stream Composition.

Material	2010	2011	2012	2013	2014	5 Year Average
Aluminum Cans	0.91%	1.22%	0.94%	0.37%	1.60%	1.01%
#2 Plastic - HDPE	1.81%	2.56%	1.64%	2.39%	1.96%	2.07%
Corrugated Cardboard - OCC	34.06%	33.85%	39.01%	40.51%	40.47%	37.58%
Newspaper - ONP	51.85%	52.59%	51.91%	51.33%	52.62%	52.06%
#1 Plastic - PET	2.70%	2.05%	2.01%	2.18%	1.73%	2.13%
Shredded Office Paper	5.52%	5.08%	2.41%	0.47%	0.50%	2.80%
Steel/Tin Cans	3.15%	2.65%	2.09%	2.74%	1.13%	2.35%

Table 2. Origin of Incoming Recycling Tonnage - Unprocessed.

Origin	2010	2011	2012	2013	2014
City of Santa Fe Curbside and Commercial	4,665	3,725	4,096	4,181	4,005
Santa Fe County Convenience Centers	2,380	1,769	1,719	1,692	1,731
Out of County	1,568	32	6	1	2
BuRRT Drop-Off Center				864	683
Total	8,613	5,526	5,822	6,737	6,421

Since the Agency has the ability to transport materials within 100 miles of BuRRT, where possible, Offerors must respond to all four options. Any incomplete financial proposal sheets will result in rejection of the Offerors proposal. The Agency reserves the right to choose the option which is most advantageous to the operation and to Santa Fe and the surrounding communities as a whole.

Contractor shall submit payments to the Agency by the 20th of each month for the previous month's deliveries of recyclable materials. Payments shall include monthly reports as per Scope of Services.

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 April 10, 2015. 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) Technical Experience
- 4) Capacity and Capability to Perform the Work
- 5) Past Record of Performance
- 6) Proximity or Familiarity with the Agency
- 7) Safety and Regulatory Compliance
- 8) Financial Stability
- 9) Innovativeness
- 10) Economic Proposal
- 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 in the following amounts:
 - \$2,000,000.00 Commercial General Liability Coverage
 - \$1,000,000.00 Bodily Injury and Property Damage
 - \$1,000,000.00 Automotive Liability Coverage
 - \$1,000,000.00 Employers Liability Limits
 - \$2,000,000.00 Environmental Impairment Liability Insurance
- Campaign Contribution Disclosure Form (Appendix C)

The Offeror is specifically advised that any person or other party to whom it is proposed to award a subcontract under this RFP 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
RFP No. '15/31/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	POINTS AVAILABLE
Technical Experience	200
Capacity and Capability to Perform the Work	200
Past Record of Performance	100
Proximity or Familiarity with the Agency	50
Safety and Regulatory Compliance	50
Financial Stability	100
Innovativeness	100
Economic Proposal	200
Total Maximum Allowable Points	1,000

NARRATIVE DESCRIPTION OF EVALUATION CRITERIA

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

1. Technical Experience - Provide information about the Offeror's specific technical experience with similar recycling operations that demonstrate competence to successfully perform the scope of services required. This section should include details related to recycling processing operations, marketing and sales of processed recyclable materials. The Offeror also needs to demonstrate their ability to comply with the Agency and NMED reporting requirements.

2. Capacity and Capability to Perform the Work: Provide information about the Offeror's MRF facility or a receiving facility and access to a MRF facility which can perform the necessary processing and marketing functions outlined in this RFP including, but not limited to, detail their method of approach to satisfying the scope of services, assurance to handle volume and adequate staffing resources. Offeror needs to provide justification for the addition/removal of recyclable materials from the acceptable material list.

3. Past Record of Performance - Demonstrate through contracts and other agreements with government agencies or private industries. Provide a minimum of one recycling operation where the Offeror provided services similar to this RFP, listing the project title, owner point of contact, and telephone number. Offeror also should indicate if programs have changed since the initiation of the contract and in what ways the current program differs.
4. Proximity to or Familiarity with the Agency - Demonstrate the Offeror's familiarity with the Agency and the BuRRT facility where the recyclable materials are received and describe any issues or problems that may arise that could affect the scope of services.
5. Safety and Regulatory Compliance – Demonstrate three (3) years of the Offeror's compliance history with relevant regulatory authorities. Describe any past violations and the Offeror's ability to take corrective measures. Describe Offeror's workplace health and safety programs and protocols.
6. Financial Stability – Demonstrate the Offeror's financial capacity to mobilize and maintain the resources, staffing and equipment needed to fulfill the services outlined in this RFP.
7. Innovativeness of the Proposal - Describe in detail the innovativeness of the proposal relevant to providing for the Offeror's ability to maximize the diversion of one or more materials from Santa Fe and move the materials to viable recycling markets.
8. Economic Proposal - Describe in detail the Offeror's approach to providing the maximum financial benefit to the Agency, including, but not limited to, rebate payments, costs associated with this program and other financial benefits this will provide to the Agency and our customers. In addition, Offeror must include Appendix A.

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. '15/31/P

Evaluation Points:

Criteria	Weighted Value	Evaluation Pts. 0-1-2-3-4-5 6-7-8-9-10	Total	Max Score
Technical Experience	20%	_____	_____	200
Capacity and Capability	20%	_____	_____	200
Record of Performance	10%	_____	_____	100
Proximity to or Familiarity with the Agency	5%	_____	_____	50
Safety & Regulatory Compliance	5%	_____	_____	50
Financial Stability	10%	_____	_____	100
Innovativeness	10%	_____	_____	100
Economic Proposal	20%	_____	_____	200
		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

BASE AMV CALCULATION/FINANCIAL PROPOSAL OPTIONS

Base AMV Calculation

Below is the Agency’s Base Average Market Value (AMV) calculated using the funds received during calendar year 2014 for the materials sold and the 5 year average percent of each commodity in the Agency’s stream. The AMV will be calculated using data for each commodity based on the monthly RISI Paper and Pulp Index as well as the Mill Trade Journal for other commodities. The AMV will be calculated when prices are published and apply for the all deliveries within the calendar month. The Agency will work with the Contractor to calculate the AMV on a monthly basis and it is anticipated that the number will be finalized by the 10th day of the month by the latest. Options 1 through 4 must be completed by all offerors. Option 5 is not required, but encouraged if an alternative may possibly be economically sustainable for the Agency.

Material	% of Stream	2014 Average Price	AMV Component
Aluminum Cans	1.01%	\$1,401.00	\$14.13
#2 Plastic - HDPE	2.07%	\$699.00	\$14.49
Corrugated Cardboard - OCC.	37.58%	\$123.92	\$46.57
Newspaper - ONP	52.06%	\$80.25	\$41.78
#1 Plastic - PET	2.13%	\$306.67	\$ 6.54
Shredded Office Paper	2.80%	\$140.00	\$3.91
Steel/Tin Cans	2.35%	\$175.00	\$4.11
Total	100.00%		\$131.53

Option 1: Agency Delivers Recyclable Materials to a Facility within 100 Miles of BuRRT:

The calculation will consist of the following:

Contractor will receive a credit equal to \$50.00/ton.

The remainder of the AMV will be divided between the Contractor and the Agency according to the percentages indicated below:

Contractor Share (%): _____

Agency Share (%): _____

Example AMV Calculation:

\$131.53 - \$50.00 = \$81.53 remaining. This amount would be split between the Agency and the Contractor according to the Percentage Share indicated above.

In addition to the above, Contractor will pay the Agency a Transportation Fee of \$ _____ per trailer load.

Option 2: Contractor Arranges the Pickup of Recyclable Materials from BuRRT:

The calculation will consist of the following:

Contractor will receive a credit equal to \$50.00/ton.

The remainder of the AMV will be divided between the Contractor and the Agency according to the percentages indicated below:

Contractor Share (%): _____

Agency Share (%): _____

Example AMV Calculation:

\$131.53 - \$50.00 = \$81.53 remaining. This amount would be split between the Agency and the Contractor according to the Percentage Share indicated above.

Option 3: Flat Rate per Ton with Agency Delivering Recyclable Materials to a Facility within 100 Miles

The Agency would be responsible for loading trailers and delivering the materials to the designated facility.

Payments will be calculated on the tons delivered to the facility from BuRRT.

Rebate per Ton: _____

In addition to the above, Contractor will pay the Agency a Transportation Fee of \$_____ per trailer load.

Option 4: Flat Rate per Ton with Contractor Provides all Services (Transportation, Processing, Marketing)

The Contractor arranges transportation and provides trailers for the Agency to load. Materials would be delivered to the designated facility.

Payments will be calculated on the tons picked up from BuRRT.

Rebate per Ton: _____

Option 5: Offeror Provides Alternative Proposals

Offeror may provide alternative proposals for processing recyclable materials that could be beneficial to the Agency. All alternative proposals need to cover all components in the RFP. Possible areas for alternatives proposals could include:

- Recycling additional materials not already listed in the RFP as additional revenue for the Agency.
- Modifications to the conditions specified in the RFP to lower processing cost.
- Changes to the method of calculating the composition of recyclable materials.
- Backhaul Out-throws/residuals from the Contractor's MRF to the Agency's landfill.
- Other financial incentives that benefit the Agency.

APPENDIX B
ACKNOWLEDGEMENT OF RECEIPT FORM

ACKNOWLEDGEMENT OF RECEIPT FORM

for

RFP No. '15/31/P

**PROCESSING AND MARKETING OF RESIDENTIAL AND COMMERCIAL
RECYCLABLE MATERIALS 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 E.

The acknowledgement of receipt should be signed and returned to the Purchasing Officer no later than the close of business on March 24, 2015. 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 C
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 Patty Bushee, Signe Lindell, and Joseph Maestas; Santa Fe County Commissioners Miguel Chavez, Kathy Holian and Henry Roybal.

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

Title (position)

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 _____, 2015.

NOTARY PUBLIC

My Commission Expires:

APPENDIX E
SAMPLE SERVICES AGREEMENT

SANTA FE SOLID WASTE MANAGEMENT AGENCY

SERVICES AGREEMENT

(Processing and Marketing of Recyclable Materials - 2015)

This SERVICES AGREEMENT (“Agreement”) is made and entered into by and between the Santa Fe Solid Waste Management Agency (“the Agency”) and _____ (the “Contractor”) to provide processing and marketing services of residential and commercial recyclables, 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 services subject to this Agreement are set forth in the Scope of Work attached hereto as Exhibit A. Contractor shall provide recycling processing and marketing services for all of the material that is delivered to the Buckman Road Recycling and Transfer Station in Santa Fe, NM. It shall be the responsibility of Contractor to perform according to the terms of this Agreement, those established in Exhibit A, and in the other Contract Documents; to comply with all federal, state, and local law and regulations; to obtain and comply with any permitting or licensing requirements, including but not limited to requirements imposed by environmental regulatory entities; and to market and sell recyclables as set forth in Exhibit A.

2. STANDARDS OF PERFORMANCE; LICENSES

Contractor represents that it possesses the experience and knowledge necessary to perform the services described in this Agreement. 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. Contractor shall pay a portion of the revenue to the Agency [an amount derived from RFP No. '15/31/P and negotiations] from the sale of the processed recyclables collected from the Buckman Road Recycling and Transfer Station delivered to the Contractor's recycling facility as per the Average Market Value [a value established from RFP No. '15/31/P and updated monthly].
- B. Contractor shall be responsible for payment of gross receipts taxes levied by the State of New Mexico, if any, on value received by Contractor under this Agreement.
- C. Compensation shall be paid in accordance with the fee schedule set forth in the Scope of Work hereto attached in Exhibit A.
- D. Contractor shall not be compensated for any costs, expenses, or other items associated with this Agreement.

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. Compensation shall be paid for all activities performed up to the date of notification under this Section and 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

_____, 2016, unless it is terminated sooner pursuant to Article 6 below.

- B. Pursuant to the limitations on multi-term contracts for services contracts codified in NMSA 1978 § 13-1-150, this Agreement may not exceed four (4) 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

- A. The Agency may terminate this Agreement at any time and for any reason by giving 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.

B. The Agency further reserves the right to cancel all or any part of this Agreement without cost to the Agency if the Contractor fails to meet the provisions for this Agreement, and except as otherwise provided herein, to hold the Contractor liable for any excess costs associated with the Contractor's default. The Contractor shall not be liable for any excess costs if failure to perform is due to causes beyond the control and shall not be the fault of 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.

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

A. Contractor, its agents, and its employees are independent contractors performing 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 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. The Contractor shall not begin the services required under this Agreement until it has: (a) obtained, and upon Agency's request provided to Agency, insurance certificates reflecting evidence of all insurance required herein; however, the Agency reserves the right to request, and the Contractor shall submit, copies of any policy upon reasonable request by Agency; (b) obtained Agency approval of each company or companies as required below; and (c) confirmed that all policies contain the specific provisions required. Contractor's liabilities, including but not limited to Contractor's indemnity obligations, under this Agreement, shall not be deemed limited in any way to the insurance coverage required herein. Maintenance of specified insurance coverage is a material element of this Agreement and Contractor's failure to maintain or renew coverage or to provide evidence of renewal during the term of this Agreement may be treated as a material breach of Agreement by Agency. Further, the Contractor shall not modify any policy or endorsement thereto which increases Agency's exposure to loss for the duration of this Agreement.

B. Types of Insurance. At all times during the term of this Agreement, the Contractor shall maintain insurance coverage as follows:

(1) Commercial General Liability (CGL) Insurance must be written on an ISO Occurrence form or an equivalent form providing coverage at least as broad which shall cover liability arising from bodily injury, personal injury or property damage providing the following minimum limits of liability.

General Annual Aggregate (other than Products/Completed Operation)	\$2,000,000
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Products/Completed Operation Aggregate Limit	\$2,000,000
Personal Injury Limit	\$1,000,000
Each Occurrence	\$1,000,000

(2) Automobile Liability. For all of the Contractor's automobiles including owned, hired and non-owned automobiles, the Contractor shall keep in full force and effect, automobile liability insurance providing coverage at least as broad for bodily injury and property damage with a combined single limit of not less than \$1 million per accident. An insurance certificate shall be submitted to Agency that reflects coverage for any automobile.

(3) Workers' Compensation. For all of the Contractor's employees who are subject to this Agreement and to the extent required by any applicable state or federal law, the Contractor shall keep in full force and effect, a Workers' Compensation policy & Employers Liability policy. That policy shall provide

Employers Liability Limits as follows:

Bodily Injury by Accident	\$1,000,000	Each Accident
Bodily Injury by Disease	\$1,000,000	Each Employee
Bodily Injury by Disease	\$1,000,000	Policy Limit

The Contractor shall provide an endorsement that the insurer waives the right of subrogation against Agency and its respective officials, officers, employees, agents, volunteers and representatives.

(4) Environmental Impairment Liability. For all of the Contractor's employees who are subject to this Agreement and to the extent required by any applicable state or federal law, the Contractor shall keep in full force and effect, an Environmental Impairment Liability policy. Such policy shall provide a limit of not less than \$2,000,000 per loss claim.

- C. Cancellation. Except as provided for under New Mexico law, all policies of insurance required hereunder must provide that the Agency is entitled to thirty (30) days prior written notice (10 days for cancellation due to non-payment of premium) of cancellation or non-renewal of the policy or policies. Cancellation provisions in insurance certificates shall not contain the qualifying words “endeavor to” and “but failure to mail such notice shall impose no obligation or liability of any kind upon the company, its agents or representatives”. In the event the Contractors’ insurance carriers will not agree to this notice requirement, the Contractor will provide written notice to the Agency within four working days of Contractors receipt of notice from its insurance carrier(s) of any cancellation, nonrenewal or material reduction of the required insurance.
- D. Insurer Requirements. All insurance required by express provision of this Agreement shall be carried only by responsible insurance companies that have rated “A-” and “V” or better by the A.M. Best Key Rating Guide, that are authorized to do business in the State of New Mexico, and that have been approved by the Agency. The Agency will accept insurance provided by non-admitted, “surplus lines” carriers only if the carrier is authorized to do business in the State of New Mexico.
- E. Deductibles. All deductibles or co-payments on any policy shall be the responsibility of the Contractor.
- F. Specific Provisions Required. Each policy shall expressly provide, and an endorsement shall be submitted to the Agency, that the policy or policies providing coverage for Commercial General Liability must be endorsed to include

as an Additional Insured, the Agency and its respective officials, officers, employees, agents, volunteers and representatives.

- G. All policies required herein are primary and non-contributory to any insurance that may be carried by the Agency and its officials, officers, employees, agents, volunteers and representatives, as reflected in an endorsement which shall be submitted to the Agency.
- H. The Contractor agrees that for the time period defined above, there will be no changes or endorsements to the policy that increase the Agency's exposure to loss.
- I. Before performing any services, the Contractor shall provide the Agency with all Certificates of Insurance accompanied with all endorsements.
- J. The Agency reserves the right, from time to time, to review the Contractor's insurance coverage, limits, and deductible and self-insured retentions to determine if they are acceptable to the Agency. The Agency will reimburse the Contractor for the cost of the additional premium for any coverage requested by the Agency in excess of that required by this Agreement without overhead, profit, or any other markup.
- K. The Contractor may obtain additional insurance not required by this Agreement.

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:

23. COMPLIANCE WITH LAWS AND REGULATIONS; PROHIBITION OF BRIBES, GRATUITIES, AND KICKBACKS

Contractor shall comply with all applicable federal, state, and local laws and regulations throughout the term of this Agreement. Contractor expressly acknowledges that the New Mexico Procurement Code, NMSA 1978, Sections 13-1-28 through 13-1-199, imposes civil and criminal penalties for its violation, and New Mexico criminal statutes impose penalties for bribes, gratuities, and kick-backs.

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

SANTA FE SOLID WASTE
MANAGEMENT AGENCY:

Joseph M. Maestas
Chairperson

Date:

ATTEST:

Yolanda Y. Vigil
Santa Fe City Clerk

Date:

CONTRACTOR:

Date:

APPROVED AS TO FORM:

Justin W. Miller
Agency Attorney

Date: