

AGENDA
REGULAR MEETING

**SANTA FE SOLID WASTE MANAGEMENT AGENCY
JOINT POWERS BOARD**

SEPTEMBER 18, 2014

5:00 P.M.

LEGAL CONFERENCE ROOM
SANTA FE COUNTY ADMINISTRATION BUILDING
102 GRANT AVENUE
SANTA FE, NM

CITY CLERK'S OFFICE
DATE 9/11/14 TIME 10:41
STAMPED BY Rosalie Cardenas
RECEIVED BY [Signature]

- I. Call to Order**
- II. Roll Call**
- III. Approval of Agenda**
- IV. Approval of Minutes for Regular Meeting – None**
- V. Matters from the Public**
- VI. Matters from the Executive Director**
 - (A) Caja del Rio Landfill Presentation.
 - (B) Solid Waste Assessment and Management Study Presentation by Leidos/NewGen Strategies & Solutions.
 - (C) Request for Approval of Amendment No. 2 to Professional Services Agreement with Leidos Engineering LLC of Tampa, FL, for the Solid Waste Assessment and Management Study for the Santa Fe Solid Waste Management Agency, the City of Santa Fe, and Santa Fe County in the Amount of \$35,860.00 (RFP No. '13/16/P).
 - (1) Approval of Budget Increase to 52501.510300 (Professional Services) from 5500.100700 (Operating Fund Cash) in the Amount of \$ 35,860.00.
 - (D) Request for Approval of Professional Services Agreement with CDM Smith Inc. of Albuquerque, NM, for Engineering Design and Permitting Services for the Permit Renewal and Modification for the Buckman Road Recycling and Transfer Station in the Amount of \$221,608.00 (RFP No. '15/03/P).
 - (1) Approval of Budget Increase to 52522.575950 (WIP Start-Up Cost for BuRRT Renewal and Modification - Expense) from 5521.100700 (Landfill Permitting Fund Cash Balance) in the Amount of \$221,608.00.
 - (E) Request for Approval to Award Bid '15/04/B to D&H Petroleum and Environmental Services Company of Albuquerque, NM, for the Purchase and Installation of a Diesel Fuel Aboveground Storage Tank at the Caja del Rio Landfill in the Amount of \$47,760.75.
 - (1) Approval of Budget Increase to 52501.570500 (Capital Outlay – Equipment and Machinery) from 5502.100700 (Equipment Replacement Reserve Fund Cash Balance) in the Amount of \$47,760.75.

- (F) Request for Request for Approval to Purchase Two Vehicles from Two Vendors Under New Mexico Statewide Price Agreements 40-000-13-00012 and 40-000-13-00013 in the Amount of \$50,393.00.
 - (1) Approval of Budget Increase to 52501.570950 (Capital Outlay - Vehicles <1.5 Ton) from 5502.100700 (Equipment Replacement Reserve Fund Cash Balance) in the Amount of \$50,393.00.
- (G) Request for Approval to Purchase a Snow Plow and Vehicle Accessories from Clark Truck Equipment Company, Inc. of Albuquerque, NM, Under New Mexico Statewide Price Agreements 10-000-00-00087 and 11-000-00-00077 in the Amount of \$8,540.00.
 - (1) Approval of Budget Increase to 52501.570500 (Capital Outlay – Equipment and Machinery) from 5502.100700 (Equipment Replacement Reserve Fund Cash Balance) in the Amount of \$8,540.00.
- (H) Request for Approval to Amend the By-Laws and Operating Procedures for the Solid Waste Advisory Committee.
- (I) Discussion with Possible Action on the Solid Waste Advisory Committee (SWAC) Current Membership and New Members.

VII. Matters from Staff

VIII. Matters from the Board

IX. Next Meeting Date: Thursday, October 16, 2014

X. Adjournment

Anyone needing further information or requiring special needs for the disabled should contact Rosalie Cardenas at (505) 424-1850, extension 150.

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SOLID WASTE MANAGEMENT AGENCY
JOINT POWERS BOARD SPECIAL MEETING
September 18, 2014**

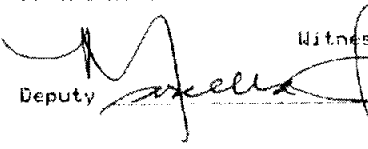
<u>ITEM</u>	<u>ACTION</u>	<u>PAGE</u>
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<u>MATTERS FROM THE EXECUTIVE DIRECTOR</u>		
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APPROVAL OF BUDGET INCREASE TO 52501.510300 (PROFESSIONAL SERVICES) FROM 5500.100700 (OPERATING FUND CASH) IN THE AMOUNT OF \$35,860.00	Approved	



COUNTY OF SANTA FE)
STATE OF NEW MEXICO) ss

SOLID WASTE MINUTES
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I Hereby Certify That This Instrument Was Filed for
Record On The 21ST Day Of January, 2015 at 11:52:09 AM
And Was Duly Recorded as Instrument # 1755465
Of The Records Of Santa Fe County

Deputy  Witness My Hand And Seal Of Office
Geraldine Salazar
County Clerk, Santa Fe, NM

ITEM**ACTION****PAGE**

REQUEST FOR APPROVAL OF PROFESSIONAL SERVICES AGREEMENT WITH CDM SMITH, INC., OF ALBUQUERQUE, NEW MEXICO FOR ENGINEERING DESIGN AND PERMITTING SERVICES FOR THE PERMIT RENEWAL AND MODIFICATION FOR THE BUCKMAN ROAD RECYCLING AND TRANSFER STATION IN THE AMOUNT OF \$221,608.00 (RFP NO. 15/03/0)

Approved w/direction to staff

6-15

APPROVAL OF BUDGET INCREASE TO 52522.575950 (WIP START-UP COST FOR BuRRT RENEWAL AND MODIFICATION – EXPENSE) FROM 5521.100700 (LANDFILL PERMITTING FUND CASH BALANCE) IN THE AMOUNT OF \$221,608.00

Approved

6-15

REQUEST FOR APPROVAL TO AWARD BID 15/04/B TO D&H PETROLEUM AND ENVIRONMENTAL SERVICES COMPANY OF ALBUQUERQUE, NM, FOR THE PURCHASE AND INSTALLATION OF A DIESEL FUEL ABOVEGROUND STORAGE TANK AT THE CAJA DEL RIO LANDFILL IN THE AMOUNT OF \$47,760.75

Approved

15-17-

APPROVAL OF BUDGET INCREASE TO 52501.570500 (CAPITAL OUTLAY – EQUIPMENT AND MACHINERY) FROM 5502.100700 (EQUIPMENT REPLACEMENT RESERVE FUND CASH BALANCE) IN THE AMOUNT OF \$47,760.75

Approved

15-17

REQUEST FOR APPROVAL TO PURCHASE TWO VEHICLES FROM TWO VENDORS UNDER NEW MEXICO STATEWIDE PRICE AGREEMENTS 50-000-13-00012 AND 40-000-13-00013 IN THE AMOUNT OF \$50,393.00

Approved

18-19

APPROVAL OF BUDGET INCREASE TO 52501.570950 (CAPITAL OUTLAY – VEHICLES <1.5 TON) FROM 5502.100700 (EQUIPMENT REPLACEMENT RESERVE FUND CASH BALANCE) IN THE AMOUNT OF \$50,393.00

Approved

18-19

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**SOLID WASTE MANAGEMENT AGENCY
JOINT POWERS BOARD MEETING
Legal Conference Room
Santa Fe County Courthouse
September 18, 2014**

I. CALL TO ORDER

A meeting of the City and County of Santa Fe Solid Waste Management Agency Joint Powers Board (SWMA) was called to order by Commissioner Miguel Chavez, Chair, on Thursday, September 18, 2014, at approximately 5:00 p.m., in the Legal Conference Room Santa Fe County Courthouse, 102 Grant Avenue, Santa Fe, New Mexico.

II. ROLL CALL

MEMBERS PRESENT:

Commissioner Miguel Chavez, Chair
Councilor Joseph M. Maestas, Vice-Chair
Commissioner Robert Anaya – telephonically
Commissioner Kathy Holian
Councilor Signe I. Lindell

MEMBERS EXCUSED:

Councilor Patti J. Bushee

STAFF PRESENT:

Randall Kippenbrock, Executive Director – SWMA
Angelica Salazar, SWMA
Adam Schlachter, Education & Outreach Coordinator, SWMA
Rosalie Cardenas, SWMA
Justin Miller, Legal Counsel
Melessia Helberg, Stenographer

There was a quorum of the membership in attendance.

III. APPROVAL OF THE AGENDA

Chair Chavez would like to hold off Item #VI(A) until everyone is present, and asked to postpone this item to the next meeting of SWMA on October 16, 2014.

MOTION: Commissioner Holian moved, seconded by Councilor Lindell, to approve the Agenda as amended.

VOTE: The motion was approved on a voice vote, with Chair Chavez, Commissioner Holian, Commissioner Anaya and Councilor Lindell voting in favor of the motion, none voting against, and Councilor Maestas absent for the vote.

IV. APPROVAL OF THE MINUTES FOR REGULAR MEETING – NONE

There were no minutes for approval.

V. MATTERS FROM THE PUBLIC

There were no matters from the public.

VI. MATTERS FROM THE EXECUTIVE DIRECTOR

(A) CAJA DEL RIO LANDFILL PRESENTATION.

This item is postponed to the next meeting of the Board on October 16, 2014.

(B) SOLID WASTE ASSESSMENT⁵ AND MANAGEMENT STUDY PRESENTED BY LEIDOS/NEWGEN STRATEGIES & SOLUTIONS.

Randall Kippenbrock, Executive Director, presented information regarding this matter from his Memorandum dated September 12, 2014, to the SFSWMA Joint Powers Board, which is incorporated herewith to these minutes as Exhibit "1."

A power point presentation, *Santa Fe Solid Waste Management Agency Operational Assessment*, prepared and presented by David Gregory and David S. Yanke, Leidos/NewGen Strategies & Solutions, is incorporated herewith to these minutes as Exhibit "2."

A draft of the *Solid Waste Assessment & Management Study, Santa Fe Solid Waste Management Agency Section*, dated September 2014, is incorporated herewith to these minutes by reference. Copies can be obtained from and are on file with SWMA.

A draft of the *Solid Waste Assessment & Management Study, Santa Fe Solid Waste Management Study Systemwide Section*, dated September 2014, is incorporated herewith to these minutes by reference. Copies can be obtained from and are on file with SWMA.

Dave Yanke, NewGen Strategies and David Gregory, Leidos, gave a brief biography on themselves, and a brief overview of the history of the study, noting the City and County portions were just completed, and presentations have been made to the City and the County.

Dave Yanke, NewGen Strategies and David Gregory, Leidos, presented information via power point from Exhibit "2." Please see Exhibit 2 for specifics of this presentation.

Councilor Maestas arrived at the meeting during the presentation

The Board commented and asked questions as follows:

- Commissioner Holian said there is a recommendation of off-site transportation of recyclables. She asked if that would increase diversion rates because then we would recycle our plastic.

Mr. Gregory said one of the issues they looked at was the existing MRF and if you would be able to add more separations if you added more materials of a different type. The challenge with the existing MRF is that it is site/space strained and it would be difficult to add additional materials. He said outside MRFs can handle more materials because they have the capability to expand, which you do not. He said it would be a matter of building that into the contract and making sure you are addressing those issues. .

- Commissioner Holian said we haven't looked into the market for recyclables, but she has heard that recycled glass can be used in creating road maintenance, paving materials and such. She asked if this is a possibility for us at all.

Mr. Yanke said there was discussion about enacting an ordinance for future road projects to use the glass, which he totally supports, and thinks you should look at that. He said currently there is some use of it by a private vendor as well as being used for stabilization for the new cells. He said it has a use and isn't just going into the landfill. He said you would have to use some material and you might have to buy that material, so he can see this as an use. He said using glass for roads is a viable option.

- Councilor Lindell said she didn't understand the recommendation of allowing incremental waste from other counties. She said when she looks at the numbers and our costs which can be as much as six times the costs, she doesn't understand why we would take in more than what we produce.

Mr. Gregory said the waste they are suggesting you allow are deliveries to the landfill for which you are receiving at \$40 ton at a cost of \$30 per tons.

- Councilor Lindell said she understood them to say we should look at transferring some of the BuRRT mixed recyclables elsewhere, because it would potentially increase our ability to recycle more and to take it somewhere else, probably Albuquerque. She asked if that is something they would recommend the City should look into.

Mr. Gregory said you should look into it, but the facility likely would be more efficient in its recycling of the materials delivered, and as you go into the process, more material. If you combine that with the collection activities that would bring more recyclables, they see this as a way to boost the recycling rate.

Mr. Yanke said they would recommend going through a procurement process so it is open. He said you don't know until you receive bids what people are willing to charge you until you get an offer, which you can negotiate. He said they did all kinds of modeling, but you are looking at a savings of \$200,000 annual savings which are insignificant.

- Councilor Maestas asked, regarding the issue of consolidation, did you look at governance models which are successful in other places similar to Santa Fe and Santa Fe County, and if this is the basis of the recommendation.

Mr. Yanke said there is one example, specifically, 6 years ago in Virginia where there were 6-8 small cities which decided to consolidate its landfills to create a sole solid waste authority and then prioritized which landfills they would use. He will provide that example to Mr. Kippenbrock. He said one of the key things to consider when considering consolidation is who is bringing what "to the party." For example, SWMA has put significant money into upgrading the MRF. He said the City and County are 50-50 partners, but was the money that came in 50-50, or was it more from the City because of what it pays in tipping fees. You have to consider the value of assets coming into a consolidation and that has to be in essence, a true-up, but it can be done.

- Councilor Maestas asked if they were able to assess our regulatory framework, noting they mentioned some ordinance changes which would help our diversion. There are issues of illegal dumping and code enforcement to curb or reduce illegal dumping, or policing private haulers. He asked if they have a sense for assessing the regulatory framework to address these issues.

Mr. Yanke said everybody always has some illegal dumping in the County, as well as in the City where people are dumping in dumpsters on their way to work, for example. He said they toured the convenience centers, and the illegal dumping is really not bad. He said in terms of Code enforcement, they didn't look at the staffing in terms of numbers. He said one of the things discussed at this afternoon's SWAC meeting is that if you move into automated recycling there will have to be a huge education program on how to properly recycle and to not contaminate the waste. He said education is critical, and you don't want to start fining people right away, but explain how to do that properly. He said if you run into automated recycling you probably will need to add one or two people if you enact a C & D flow control ordinance, because it will have to be monitored.

Mr. Gregory said in looking at the issue related to implementation of collection in the unincorporated County, he was impressed that the County adopted an ordinance acknowledging the City annexation of certain areas and addressing solid waste in that way – the annexation was going to occur and they were acknowledging that the City was annexing those areas and solid waste would be required to be picked up by the City. He said this is an example of the

intergovernmental cooperation on solid waste matters – one government is anticipating the activities or cooperating with the activities of another to address solid waste issues. He said it appears to him that the City and the County have a solid relationship and an ability to work together. This can be a sensitive issue because it impacts the citizens right at their front doorstep, and people want to make sure that very good service continues, and how to create a board which would have supervision and direct that activity.

- Commissioner Maestas asked if they recommended some kind of cost allocation between the City and County. He thinks the most logical way to do that, is to allocate proportional revenues to come up with a cost allocation factor. This would determine who should fairly pay for these assets.
- Councilor Maestas said the Buckman Direct Diversion basically does that with an established objective criteria for establishing fixed and variable costs. He asked if this would be a good way to manage the capital assets and make sure each government is contributing, fairly, proportionate to customer base. He said it may go against the whole idea of consolidation, perhaps for now, maybe we need to do the cost allocation.

Mr. Yanke said his initial reaction is if you are looking at consolidation, you have to look at all costs, who owns what, how that is going to come in. If you are not looking at consolidation with regard to how costs are handled here right now, "I don't know if I would really recommend you go into any further cost allocation. Because one nice thing is, right now the County is paying for all its stuff and the City is paying for all its stuff, and then the Agency has user fees. If the City is putting 80% of the waste in the landfill, they pay 80% of the landfill cost, and the same with the other services. Now, there is some subsidy for the recycling services, but overall the user fees are set up that if you use it you pay for it. So that's a pretty good system, and any time or money that is spent, you'll get somebody arguing about, well that's not really a *[inaudible]* allocation. But for the most part you're pretty good."

- Commissioner Anaya said he has no questions and is just listening to the conversation.
- Chair Chavez noted there is a timeline to complete the final report by October, and asked if that will happen.

Mr. Yanke said they are in the home stretch and Mr. Kippenbrock has read the initial draft of the report, and we've incorporated those comments on wording and such, but nothing material at all. He said he would propose to keep the report open for a week or two for any comments or questions by the end of September. He said he would then like to issue final Agency Report and Systemwide Sections. Then all they have to do during mid-October is to develop the Executive Summary. He said the report is large, 300-400 pages. He said the Executive Summary will be 15-20 pages and will be broken down by City/County/SWMA key recommendations, timing, priority and cost savings. The plan is to have that all in place and issued by October 31, 2014.

Mr. Yanke said he will be presenting at the City PUC meeting in October.

- Chair Chavez said then everyone is getting the same information at about the same time.

Mr. Yanke said they gave this same power point to everyone.

Chair Chavez said then he will be waiting for the final report.

(C) REQUEST FOR APPROVAL OF AMENDMENT NO. 2 TO THE PROFESSIONAL SERVICES AGREEMENT WITH LEIDOS ENGINEERING LLC, OF TAMPA, FL, FOR THE SOLID WASTE ASSESSMENT AND MANAGEMENT STUDY FOR THE SANTA FE SOLID WASTE MANAGEMENT AGENCY, THE CITY OF SANTA FE AND SANTA FE COUNTY IN THE AMOUNT OF \$35,860.00 (RFP NO. 13/16/P).

- (1) APPROVAL OF BUDGET INCREASE TO 52501.510300 (PROFESSIONAL SERVICES) FROM 5500.100700 (OPERATING CASH FUND) IN THE AMOUNT OF \$35,860.00.**

Randall Kippenbrock, Executive Director, presented information regarding this matter from his Memorandum dated September 12, 2014, with attachments, to the SFSWMA Joint Powers Board, is incorporated herewith to these minutes as Exhibit "3." Please see Exhibit "3" for specifics of this presentation.

MOTION: Commissioner Holian moved, seconded by Councilor Maestas, to approve Amendment No. 2 to the Professional Services Agreement with Leidos Engineering, LLC, of Tampa, Florida, for the Solid Waste Assessment and Management Study for the Santa Fe Solid Waste Management Agency, the City of Santa Fe and Santa Fe County in the amount of \$35,860 (RFP No. 13/16/P), as presented by staff.

VOTE: The motion was approved unanimously on a voice vote.

MOTION: Commissioner Holian moved, seconded by Councilor Maestas, to approve the request for a budget incase to 52501.510300 (Professional Services) from 5500.10700 (Operating Fund Cash) in the amount of \$35,860, as presented by staff.

VOTE: The motion was approved unanimously on a voice vote.

(D) REQUEST FOR APPROVAL OF PROFESSIONAL SERVICES AGREEMENT WITH CDM SMITH, INC., OF ALBUQUERQUE, NEW MEXICO FOR ENGINEERING DESIGN AND PERMITTING SERVICES FOR THE PERMIT RENEWAL AND MODIFICATION FOR THE BUCKMAN ROAD RECYCLING AND TRANSFER STATION IN THE AMOUNT OF \$221,608.00 (RFP NO. 15/03/0)

- (1) APPROVAL OF BUDGET INCREASE TO 52522.575950 (WIP START-UP COST FOR BuRRT RENEWAL AND MODIFICATION – EXPENSE) FROM 5521.100700 (LANDFILL PERMITTING FUND CASH BALANCE) IN THE AMOUNT OF \$221,608.00.**

Randall Kippenbrock, Executive Director, presented information regarding this matter from his Memorandum dated September 12, 2014, with attachments, to the SFSWMA Joint Powers Board, is incorporated herewith to these minutes as Exhibit "4." Please see Exhibit "4" for specifics of this presentation.

The Board commented and asked questions as follows:

- Councilor Lindell asked what is the term of the permit.

Mr. Kippenbrock said it is 20 years.

- Councilor Lindell said then there is 1½ years left on the existing permit.

Mr. Kippenbrock said by regulation we are required to submit the application one year before expiration.

- Councilor Lindell said then we have 1½ years, and we are required to submit the application at one year, and Mr. Kippenbrock said this is correct.

- Councilor Lindell asked who was on the committee.

Mr. Kippenbrock said it was himself, the BuRRT Site Manager, the Landfill Manager and Robert Rodarte. Lawrence Garcia was on the committee for the evaluation of proposals but was not in attendance for the interview. He said no one from Santa Fe County was able to attend the evaluation of the proposal or the interviews.

- Councilor Lindell said she is used to seeing the scores, noting these are not in the packet.

Mr. Kippenbrock said both bidders were very close. He said, "Keep in mind that we require, based on engineering qualification phase, the first top six were very close, among the CDM and Gordon Environmental. What separated was the last two which includes innovativeness and community meetings, and that's where we felt there was separation between the two."

- Councilor Lindell noted under Task 6, all of the meetings are to be held in Albuquerque, and asked the reason the meetings wouldn't be held in Santa Fe.

Mr. Kippenbrock said, "The kickoff meeting and the workshops will be held in Santa Fe. The NMED meeting most likely will be held in Santa Fe. Generally, if there is a meeting in Albuquerque, it will be when it comes down to a staff person from the Agency meeting with CDM; as opposed to having several of those people coming to us, noting it is more cost effective to meet in Albuquerque."

- Commissioner Lindell said, "That's not really how I saw that. I find it odd that they wouldn't have their meetings involving all of this in Santa Fe. But onto another question."
- Commissioner Lindell said, "The City's lease with the building expires in November 2016. I am just wondering if we couldn't put this off a little longer. We have 1½ years, and we are obligated at the year point, if we couldn't put this off a little bit longer and talk about and look at the recommendations. We don't have the full report yet. We haven't had a chance to look at that and discuss this report, and what the changes in it might be in the next 2-10 year with BuRRT. I know the City is considering single-stream [recycling]. I don't know how this affects the current operations with BuRRT. I don't even know if it is something that will go forward. This isn't an insignificant amount of money, and I just wonder if we couldn't hold off some on this."
- Councilor Lindell continued, "The other thing that was brought to my attention, is do we have a roof problem at BuRRT."

Mr. Kippenbrock said, "Currently, no, but there is potential. The reason for that is it is a flat roof, the building is 18-20 years old, and eventually there will need to be a replacement. Being approximately 44,000 sq. ft., which is one acre in size, potentially \$100,000, depending on who is the contractor for that."

- Chair Chavez asked Mr. Kippenbrock to respond to the concept of single stream recycling, what that would entail cost-wise, and how would we fit that into the facility that we have now. How would that work.

Mr. Kippenbrock said, "My understanding the recommendation is not to conduct any recycling at the BuRRT facility, but to accept the material there, load the material and send it to an off site facility. That should not impact the operation."

- Chair Chavez said, "The reason we would be single stream would eliminate the customer having to sort before they place it on the curb."

Mr. Yanke said, "There are a number of things. You don't have to sort, it increases diversion and you go from 2 folks on a truck to one person on a truck. There is a huge safety issue from the guys that aren't out there jumping off trucks 400-500 times a day. That's a big reason people have gone to automated recycling, just like automated garbage collection."

- Chair Chavez said we know curbside recycling doesn't work on every street, so there will be some manual pickup no matter what.

Mr. Yanke said this is correct, noting you run into this in older parts of town where the streets are more narrow, commenting Santa Fe has plenty of those. So there will be certain sections where you can do the automated side-loader, and there will be some areas where you will have to use a smaller rear-load truck with the tippers which you already use for some of your commercial recycling, but it's still automated recycling.

- Chair Chavez said when it gets to the BuRRT we don't have the space or equipment to do single stream recycling at the present time.

Mr. Gregory said what do you mean when you say single stream.

Mr. Kippenbrock said no glass.

Mr. Gregory said basically what you're collecting now is single stream, it's just a different manner of collection. It's all the recyclables coming in one mixed commodity – all the paper, all the containers and all that other material, whatever else is in there, is collected at one time. The current system is currently processing that material. Glass is separate."

Mr. Yanke said, "The way it works, when they come there, and they come to your house, they put glass in one separate area of the truck, everything else in the other. When they come to BuRRT, you have a separate area outside the building where they drop the glass and then they come inside to drop all the recyclables..... If you went to an automated truck system, they could still take them there. If the program is successful capacity may be an issue. But in the short term, it would still work."

- Councilor Lindell said we are limited in the type of recycling containers we take.

Mr. Kippenbrock said, "You are correct. In 2004, we made a decision to go with number one and number two plastics.

- Councilor Lindell said, "I'm we get all kinds of things in our recycling that we don't recycle.

Mr. Kippenbrock said, "That we don't process, correct."

- Councilor Lindell said there might be an opportunity to process more types of recycling if we transport it somewhere else, a lot more opportunity.

- Councilor Maestas said, "I'm a little concerned about making decisions about a facility that plays into the recommendations from this assessment. Ideally, it would be great where we got to a point where we had an implementation plan with milestones with the assessments, conclusions and recommendations. And whatever portion of that implementation plan affects BuRRT, it would be better to do going forward. The only thing I would be comfortable with doing at this point is maybe assessing the facility for improvements, and moving on with a focus on the facility and the improvements it requires, and maybe hold off on the permitting side until we get closer to the deadline. Perhaps we can retain you guys and you can assist to come up with an implementation plan. But what has to be in there are those policy decisions we're talking about. We need to either do them, you know decide what to do with glass and maybe use glass in payments. Or go to automated recycling or single stream, but we need to do it and then we go forward when we see how the dust settles. And then we incorporate your recommendations, and come up with an implementation plan, particularly as it relates to some of these facilities."

- Councilor Maestas continued, "I do understand we're getting tight on time. Maybe hire them to help us, but we need policy decisions, or go to automated recycling and then go forward and incorporate the recommendations. I understand we are getting tight on time."

- Councilor Maestas said, "September 2014, is the deadline."

Mr. Kippenbrock said it is May 2015.

- Councilor Maestas said, "But we have to initiate the permit the year before it expires."

Mr. Kippenbrock said, "Submit the application before the one year anniversary. For example, the permit expires in May 2016, you have to submit the application by May 2015. That's the regulation. I do want to point out that the core is the BuRRT renewal and modification. The master planning kicking in on all that, we're still keeping all the programs we have in place. Like the Green Waste, how we can improve that area. The glass. We heard about the assessment, keep the glass crushing program in place, but we need to relocate this glass, the new one to a different place. All these programs that we have, we need to have operation plans written. Currently we only have a few things. That's all part of the permit requirements."

Mr. Kippenbrock continued, "We are planning, once we go through working with the City and County closely, to come up with ideas and suggestions. We want to come back to the Joint Powers Board with our thoughts, etc., and get your feedback and approval on these, because we go one step further. Then we go to a community meeting and get their input as well from these proposed ideas that we have."

- Councilor Maestas asked if it is wise to assume there will be absolutely no change going into the whole permitting process, knowing we have significant recommendations regarding recycling – do a public private partnership with composting, send recycling off site."

Mr. Kippenbrock said those could affect the operation plans, the SOP operating plans for each one of those. Those would could be incorporated at a later time. We can get the boilerplate down, and then once we know exactly what we want, probably in January, we'll have some better ideas where we will be. He said we're not just going to do the permit application and then we have to make a lot of changes. This is going to be a well thought out process.

- Councilor Maestas said, "Mr Chair, I would just suggest that we don't waste any time, that we figure out how we are going to implement these recommendations in an organization fashion, even though we're three separate entities. I know some folks out there think well here's another study that's going to stay on the shelf and I want to make sure that isn't the case here given the urgency in the recycling area, making important decisions about these facilities."

- Councilor Maestas continued, "And I would like to see like one, five, ten and twenty year different elements to that long range plan. I think we should look at a twenty year implementation plan. Just if I could ask Dave and Dave. Do you also do implementation plan development on these types of assessments, or do you say, hey you guys fight it out."
- Mr. Yanke said, "I'll start and you finish. I've been doing this for a long time, and that's one of the pieces where we pride ourselves on. We've worked with cities to implement phase-in programs, automated recycling, changing up [inaudible] rewriting. And whatever you decide here, and again, well we made recommendations, but it's your decision. But, for instance, as an example, if you went down the road of seeing if there is a P3 opportunity on hauling the recyclables, we would do similar to what we did for the City at the County's request, where David and I laid out a procurement process timeline that says, if you're doing this, this is the process for making sure the County Ordinance is consistent, developing the pre-bid evaluation, all the way down, so it lays out a timeline. And we can help with that, and yes we do implementations."

Mr. Gregory said, "And also provide follow-up and feedback, to make sure you are making progress on the plan."

- Councilor Maestas said, "I'm getting off point Mr. Chairman, but really, to have the best perspective, I feel like we need that extra step, and given our bureaucracy, maybe we do need a little more continued focus and organization under the umbrella of this contract to consider amending their contract to help us. I know you made specific recommendations to every government in the agency, you gave us the priority, but there's that, and then there is the implementation plan with milestones and a physical sequencing – kind of a physical path to what we want to implement. I'd like to see that, because then we can really make decisions in proper context with regard to BuRRT, the Landfill and other things. So that's just kind of my two cents. I just wish things were in better order. I wish we had the assessment a year ago, and I think I'd feel better making decisions about repermitting, BuRRT and assessing the condition of the facility and making design improvements."

Lawrence Garcia said, "Chairman, I don't want to speak out of turn, but if I may, page 15 of this presentation, if we look at page 15 of the presentation there are questions that we shouldn't even continue with BuRRT, using this as an option for any thing basically. So I mean this has to be part of the discussing of permitting or BuRRT itself. If we look at this, you've got the transfer station which is losing \$32 bucks, last recycling losing \$70 bucks. That doesn't include revenues. Green waste is losing \$42, I don't know if there is a revenue tied to that. The MRF is losing \$153.50. So I think this has to be a piece of the conversation, is does BuRRT even stay alive. Or do we change that model completely and start delivering waste directly to the landfill. So I think that has to be a piece of this conversation."

Mr. Garcia continued, "And I certainly understand the urgency of the permitting process, but although, if we were to start the permitting process and really, as you said, the short term, medium and long term goals don't take this piece into consideration. I think we are missing the boat, so I really think we should look at this and say, is it the right thing to repermit BuRRT, is it the right

thing to even utilize BuRRT anymore. Is it the right thing to the third party to just do recycling. What is the short/long term usage of BuRRT. Does the agency continue to use it. Does the City take it back over. Does the City and the County use it. I think those are a lot of questions that need to be answered before we move forward on permitting process."

- Councilor Maestas said, "I'm concerned, since we're cutting it so close. And right now we're saying okay, no we're going to continue operations status quo. And then we submit the permit. and then we make some policy decisions and maybe accept some of these recommendations regarding glass, composting, that's going to change the operation substantially of BuRRT. So I don't know if that's considered a material change and we have to resubmit or, I don't know enough about the permitting process. I think that's another of my concerns. We haven't made decisions regarding these assessment recommendations and I think it really plays into the whole permitting process."

Mr. Yanke said, "If I can add, I think this might help to make it clear. We're not citing in this that you should close down BuRRT. And Lawrence [Garcia] is right, there definitely are costs that exceed what it costs to provide those service."

- Chair Chavez said, "If we could, on that point alone, then what are our operational costs versus what it's costing. We have a tipping fee, a service fee, so where is the different.

Mr. Yanke said what is going on at BuRRT from a cost standpoint, that your glass cost \$90, brushes at \$60, your MRF is at \$150. He said, "Quite frankly, none of that really surprises me. The landfill is over-recovering, again, cost \$30 and charge \$40. It's very common to see excess revenues from a landfill helping to recover the cost of certain recycling programs that don't pay for themselves. So that's where excess revenue from the landfill is going to make up the shortfall. What we are recommending....I definitely think you should look at contracting out the MRF and direct hauling. There are significant cost savings to be made there, potentially contracting out the MRF, and the green waste. But at BuRRT you're still going to need.... one of the things we talked about with the County, if they close a couple of convenience centers, is that people are still going to haul wastes as citizens to BuRRT and use the citizen drop-off. That is one of the things that was talked about with the City and County. So you would still keep the garbage drop-off portion of a convenience center there, you are still going to need a place for glass crushing and mulching. So, we envision BuRRT being modified, but not going away, but we do have to address those cost issues."

- Chair Chavez said we are bouncing around a little, but it is all kind of inter-related, but I want to get back to the specific topic on the agenda and the rest in front of is. We actually request that the Agency staff request approval of a PSA with CDM Smith in Albuquerque, for engineering design and permitting services for the permit renewal and modification of the Buckman Road Recycling and Transfer State. This is the question before us. Do we want to. I think in some fashion, it's going to have to be permitted. We have 1½ year to do it. So the window is not that big.

- Commissioner Holian asked, "Randall, how long to you think the permitting process, actually figuring out what you're going to put in the application, how long does that take."

Mr. Kippenbrock said they were anticipating having the permit ready by March 2015, and that's on a fast track, given the holidays and such.

- Commissioner Holian said then that process takes time.

Mr. Kippenbrock said yes, and he will be coming back to the Board for that, and then finalizing the operation plans and so on.

- Commissioner Holian said, "I would also ask Dave, what is your take on this process that we're laying out here. Do you have any comment."

Mr. Gregory said, "Having had to be the guy pulling the permit together and bringing it forward, I think that the permit needs to begin development. It goes through a series of steps before it's finalized, and it's an iterative process prior, so there is some back and forth in this process. We would certainly be willing to help provide input into that process if it's worthwhile, or not, or answer phone calls to help support that, but I think you have to meet the regulatory deadlines, and you start here and count backwards."

- Chair Chavez said and we would think about what that could cost and the implications of not doing anything.

Mr. Garcia said, "If I may, I could offer a solution. I understand it's a year and 6 months that you have, you have to submit within a year. I think that the lease is due in November next year, coming up with the City and the Agency. And I think maybe that's what you need to tie-in first, is that lease agreement. Maybe to hold off maybe a month on the permitting approval, so that the lease agreement actually can be discussed first. That way the Agency ties into that lease agreement first before they go out and permit the transfer station. That would still fall within the deadline, and I think it would give both entities, or all three entities, an opportunity to collaborate and see what the short term, the medium term, and long term goals are at the transfer station."

- Chair Chavez said, "And I see parallel tracts, because we can take on the recommendations. Those need to be done, and the sooner the better. But the permit, if we want to keep engaging in this activity, it's going to have to be done in a permit. If the lease is a question, I think that's three parallel tracks that Scott's going to have to work on. And I think we should be working on them at the same time. It's kind of triple tasking, but I think we have the expertise to do that. I don't think we should fold this permit up because the lease isn't perfect, or because we're not at 100% in our recycling rates. I think all of those are going to be moving targets and we're going to have to keep tracking them."

- Councilor Maestas said, “In light of this Mr. Chair, I’ll make a motion to approve with a contingency that we do initiate discussions at the staff level regarding these in parallel with the start work of this consultant to make sure we don’t have any major deal breakers regarding the removal of these that may affect the CDM work.”
- Chair Chavez said, “Or any other recommendations we’re considering for future expansion or what ever changes we would want to make in the programs. I think we can still do that, but we can’t go without the permit.”

MOTION: Councilor Maestas moved, seconded by Commissioner Holian, to approve the Professional Services Agreement with CDM Smith, Inc., of Albuquerque, NM, for engineering design and permitting services for the permit renewal and modification for the Buckman Road Recycling and Transfer Station in the amount of \$221,608 (RFP No. 15/03/P), as presented by staff, with direction to staff to begin dialogue with regard to parallel tracks on the items of concern.

DISCUSSION: Commissioner Anaya said his general question is if this action still will afford the Board the opportunity to get public and continue the process.

Chair Chavez said, “That is the general consensus.”

Commissioner Anaya said, “Then okay, I’m okay with it.”

Councilor Lindell said, “We have 7 months before that needs to be submitted.”

Chair Chavez said, “But he’s going to need to do a lot of work in the 7 months.”

Commissioner Holian added, “And in a public meeting.”

Councilor Lindell said, “I only see one public meeting. They clearly in their proposal say one public meeting.”

Chair Chavez said, “I think there’s one in Albuquerque.”

Councilor Lindell said, “Those in Albuquerque.... I just don’t see the purpose of us having public meetings in Albuquerque. Who’s going to go to a public meeting in Albuquerque.”

Chair Chavez said that was just for the contractors.

Councilor Lindell said, “For the contractors. One public meeting though where the actual public is hear.”

Chair Chavez said, “It is the contractor’s Project Manager and Project Engineer will attend one project meeting in Albuquerque. That’s it. All the other public meetings will be done here.”

Councilor Lindell said, "There's only one public meeting here."

Mr. Kippenbrock said, "We anticipate one community meeting, just like we have done for the landfill permit application after we get the master planning and bring it forward to the Joint Powers Board. We are anticipating up to two workshops. In the workshops, it does address the lease as well. We anticipate that. We need to resolve the lease before we can get to the final portion of the permitting. There's not only describing doing the permit application, but you also have the engineering drawings, serving notices, etc.

Chair Chavez said the assumption is the contractor's project manager, permitting lead engineer and representatives from BlueWater Environmental will attend up to two workshops in Santa Fe.

VOTE: The motion was approved on a voice vote with Chair Chavez, Commissioner Holian, Commissioner Anaya and Councilor Maestas voting in favor of the motion, and Councilor Lindell voting against the motion.

MOTION: Commissioner Holian moved, seconded by Commissioner Anaya, to approve the budget increase to 52522.575950 (WIP start-up cost for BuRRT renewal and modification - Expense) from 5521.100700 (Landfill Permitting Fund cash balance) in the amount of \$221,608, as presented by staff.

VOTE: The motion was approved on a voice vote with Chair Chavez, Commissioner Holian, Commissioner Anaya and Councilor Maestas voting in favor of the motion, and Councilor Lindell voting against the motion.

- (E) **REQUEST FOR APPROVAL TO AWARD BID 15/04/B TO D&H PETROLEUM AND ENVIRONMENTAL SERVICES COMPANY OF ALBUQUERQUE, NM, FOR THE PURCHASE AND INSTALLATION OF A DIESEL FUEL ABOVEGROUND STORAGE TANK AT THE CAJA DEL RIO LANDFILL IN THE AMOUNT OF \$47,760.75.**
 - (1) **APPROVAL OF BUDGET INCREASE TO 52501.570500 (CAPITAL OUTLAY – EQUIPMENT AND MACHINERY) FROM 5502.100700 (EQUIPMENT REPLACEMENT RESERVE FUND CASH BALANCE) IN THE AMOUNT OF \$47,760.75.**

Randall Kippenbrock, Executive Director, presented information regarding this matter from his Memorandum dated September 11, 2014, with attachments, to the SFSWMA Joint Powers Board, is incorporated herewith to these minutes as Exhibit "5." Please see Exhibit "5" for specifics of this presentation.

MOTION: Commissioner Lindell moved, seconded by Commissioner Holian, to approve the award of Bid 15/04/b to D&H Petroleum and Environmental Services Company of Albuquerque, NM, for the purchase and installation of a diesel fuel aboveground storage tank at the Caja del Rio Landfill in the amount of \$47,760.75, as presented by staff.

DISCUSSION: Councilor Maestas asked if this was in the existing budget, and if so, why do all these have BARs. He asked, "If it is just to move from it from a certain fund to another fund. I would think when we approved the budget that we anticipated these services."

Mr. Kippenbrock said, "It's a standard procedure to move money from one reserve to the operating."

Chair Chavez said, "So in this case, Randall, it's going from the Capital Outlay Equipment Reserve fund."

Mr. Kippenbrock said, "The money is being removed from Equipment Replacement reserve over to the Capital Outlay Equipment and Machinery which is part of our operating budget. This is standard procedure."

Chair Chavez said it is a budget adjustment and the BAR is from one line item to another, and Mr. Kippenbrock said this is correct.

Councilor Maestas asked the status of the existing Equipment Replacement Reserve Fund after this transfer, and if it is "still above..."

Mr. Kippenbrock said, "We have, before today, we have approximately \$1.1 million in the reserves."

Councilor Maestas said, "I think I made this point several months ago, we kind of need a policy to have an idea what working level we should have in these reserve funds. \$1.1 million maybe that's not. I don't know. I'll just throw out Buckman. We have kind of a worst case scenario for asset replacement and that kind of determines our emergency reserves. We have kind of a worst case for equipment. We have an emergency in the Equipment Reserve Fund, but we have a methodology that calculates/estimates the minimum reserve fund. That's why I think we need such a policy, that way, yes, we're making informed decisions. And then when we plan this equipment.... because I thought we moved money from reserves into the budget when we approved the budget for planned capital replacement, so that's why I was questioning why we're doing a transfer from a reserve into the operating budget. We did that when we adopted the budget, and that's the reason the whole issue of reserves came up."

Councilor Maestas continued, "This is needed. It's a leaking tank, but I don't think it should be standard if we know we have to replace this equipment. We should make the transfer from the reserve to the plan budget if we know we need to replace it."

Chair asked Mr. Kippenbrock if he wants to respond.

Mr. Kippenbrock said, "Historically, our normal practice is, we have 4 primary reserves and then we have the operating budget. And sometimes during the budget process we indicated that, for example, like cell development, say it is \$1 million for the project. We know that money can come from the cell development project. Until we bring the item forward for action, the money stays in reserve, and it is then BARed over to Operating which is a work in progress, or in the operating fund, etc."

Councilor Maestas said, "Then for Capital Outlay, it's zero when we adopt the budget and we don't capitalize that budget line item until we make the transfer when we're ready to make the purchase. That doesn't seem like standard practice."

Mr. Kippenbrock said for this particular item, such as a diesel tank, yes, but it's not exactly zero. He asked the Chair if Angelica can address that.

Chair Chavez said yes.

Angelica Salazar, SWMA, said, "Yes. When we adopt the annual budget, we do budget for money to go into these reserves. But the top portion is strictly the mechanism to move the actual cash to the operating fund to purchase it from the operating fund to whole assets, equipment and machinery."

Councilor Maestas said, "So in the budget, we already have the cost estimated in the line item for capital outlay, but the money has not been transferred."

Ms. Salazar said, "No. You move the cash just to hold in the Equipment Reserve fund, if you will, when you approve the Operating Budget. It's strictly held there, just cash. And then when he brings it forward to purchase it, the top question on the bar is just the mechanism to move the cash back to the operating fund, and to purchase it from that fund. So purchasing that from equipment reserve, because those funds do not hold assets for accounting purposes."

Chair Chavez notes there are notes on the Budget Adjustment Request.

Ms. Salazar said, "The Equipment Placement, the first two lines are strictly a way to move cash from the equipment reserve fund to your Operating, to move the cash and then the line item is to actually purchase it there in the Operating Fund. Because, again the Equipment Reserve Fund does not hold assets on the balance sheet."

VOTE: The motion was approved unanimously on a voice vote.

MOTION: Commissioner Holian moved, seconded by Councilor Lindell, to approve the budget increase to 52501.570500 (Capital Outlay – Equipment and Machinery) from 5502.100700 (Equipment Replacement Reserve Fund Cash Balance) in the amount of \$47,760.75, as presented by staff.

VOTE: The motion was approved unanimously on a voice vote.

- (F) **REQUEST FOR APPROVAL TO PURCHASE TWO VEHICLES FROM TWO VENDORS UNDER NEW MEXICO STATEWIDE PRICE AGREEMENTS 50-000-13-00012 AND 40-000-13-00013 IN THE AMOUNT OF \$50,393.00**
- (1) **APPROVAL OF BUDGET INCREASE TO 52501.570950 (CAPITAL OUTLAY – VEHICLES <1.5 TON) FROM 5502.100700 (EQUIPMENT REPLACEMENT RESERVE FUND CASH BALANCE) IN THE AMOUNT OF \$50,393.00.**

Randall Kippenbrock, Executive Director, presented information regarding this matter from his Memorandum dated September 11, 2014, with attachments, to the SFSWMA Joint Powers Board, is incorporated herewith to these minutes as Exhibit "6." Please see Exhibit "6" for specifics of this presentation.

MOTION: Commissioner Anaya moved, seconded by Commissioner Holian, to approve the purchase of two vehicles from two vendors under New Mexico Statewide Price Agreements 50-000-13-00012 and 40-000-13-00013 in the amount of \$50,393, as presented by staff.

VOTE: The motion was approved unanimously on a voice vote.

MOTION: Commissioner Holian moved, seconded by Commissioner Anaya, to approve the budget increase to 52501.570-950 (Capital Outlay – Vehicles <1.5 ton), from 5502-100700 (Equipment Replacement Reserve Fund cash balance) in the amount of \$50,393, as presented by staff.

VOTE: The motion was approved unanimously on a voice vote.

- (G) **REQUEST FOR APPROVAL TO PURCHASE A SNOW PLOW AND VEHICLE ACCESSORIES FROM CLARK TRUCK EQUIPMENT COMPANY, INC., OF ALBUQUERQUE, NM, UNDER NEW MEXICO STATEWIDE PRICE AGREEMENTS 10-000-00-00087 AND 11-000-00-00077, IN THE AMOUNT OF \$8,540.**
- (1) **APPROVAL OF BUDGET INCREASE TO 52501.570500 (CAPITAL OUTLAY – EQUIPMENT AND MACHINERY) FROM 5502.100700 (EQUIPMENT REPLACEMENT RESERVE FUND CASH BALANCE) IN THE AMOUNT OF \$8,540.**

Randall Kippenbrock, Executive Director, presented information regarding this matter from his Memorandum dated September 11, 2014, with attachments, to the SFSWMA Joint Powers Board, is incorporated herewith to these minutes as Exhibit "7." Please see Exhibit "7" for specifics of this presentation.

MOTION: Commissioner Anaya moved, seconded by Commissioner Holian, to approve the request to purchase a snow plow and vehicle accessories from Clark Truck Equipment Company, Inc., of Albuquerque, NM, under New Mexico Statewide Price Agreements 10-000-00-00087 AND 11-000-00-00077, in the amount of \$85,540, as presented by staff.

VOTE: The motion was approved unanimously on a voice vote.

MOTION: Commissioner Holian moved, seconded by Commissioner Anaya to approve the budget increase to 52501.570500 (Capital Outlay – Equipment and Machinery from 5502.100700 (Equipment Replacement Reserve Fund cash balance) in the amount of \$85,540, as presented by staff.

VOTE: The motion was approved unanimously on a voice vote.

(H) REQUEST FOR APPROVAL TO AMEND THE BY-LAWS AND OPERATING PROCEDURES FOR THE SOLID WASTE ADVISORY COMMITTEE

Randall Kippenbrock, Executive Director, presented information regarding this matter from his Memorandum dated September 11, 2014, with attachments, to the SFSWMA Joint Powers Board, is incorporated herewith to these minutes as Exhibit "8." Please see Exhibit "8" for specifics of this presentation.

Commissioner Holian asked if these proposed changes were recommended by the SWAC.

Mr. Kippenbrock said yes.

MOTION: Councilor Lindell moved, seconded by Commissioner Holian, to approve the request to amend the By-Laws and Operating Procedures for the Solid Waste Advisory Committee, as presented by staff.

VOTE: The motion was approved unanimously on a voice vote.

(I) DISCUSSION WITH POSSIBLE ACTION ON THE SOLID WASTE ADVISORY COMMITTEE (SWAC) CURRENT MEMBERSHIP AND NEW MEMBERS

Randall Kippenbrock, Executive Director, presented information regarding this matter from his Memorandum dated September 11, 2014, with attachments, to the SFSWMA Joint Powers Board, is incorporated herewith to these minutes as Exhibit "9." Please see Exhibit "9" for specifics of this presentation.

Chair Chavez said the County at-large have been good members, and he would like to keep those members. He is ready to move forward on the proposed appointments in the hopes that the City at-large can be appointed later.

MOTION: Chair Chavez moved, seconded by Commissioner Holian, to approve the Solid Waste Advisory Committee current membership and proposed new members for the County members, as presented by staff.

DISCUSSION: Commissioner Holian thanked Karen Sweeney for her service, noting she does a lot in the Eldorado area on the phone dealing with solid waste, and she is a very active, very knowledgeable member of the committee.

Chair Chavez said Ms. Van Peski was a numbers person. He would like to send a letter of thanks and appreciation to her for her service.

Mr. Kippenbrock said he will do so.

Chair Chavez said John Lopez has a long history and a lot of background. So we have the two County-lar large residents who are willing to continue service.

Commissioner Holian expressed support for Karen Sweeney to serve on SWAC, noting Ms. Sweeney does a lot of work in the Eldorado areas."

VOTE: The motion was approved unanimously on a voice vote.

VII. MATTERS FROM STAFF

There were no matters from staff.

VIII. MATTERS FROM THE BOARD

Councilor Maestas said he would request from staff that the SWMA budget be included in every packet, including up to data balances of all the reserves so we can have that information.

Mr. Kippenbrock said he would do so.

Councilor Maestas said the narrative of the budget in the packet which says, "As part of the FY 50 General Operating Budget, the Board approved the replacement of one of the vehicles, and the Agency is requesting a second vehicle, but the BAR was for both vehicles. He said, "If we did approve one of the vehicles in the FY 2015 annual budget as this Memo says, then the BAR should have been for one of the vehicles."

Chair Chavez said that is because Randall wanted to buy both of them a long time ago, not one at a time.

Mr. Kippenbrock said during the budget they identified one vehicle for sure, but over the last few months they identified the second vehicle.

Councilor Maestas requested his request for the budget and asked staff make sure it is up to date and includes the balances of the reserve accounts.

Mr. Kippenbrock said he will do so.

IX. NEXT MEETING DATE – THURSDAY, OCTOBER 16, 2014

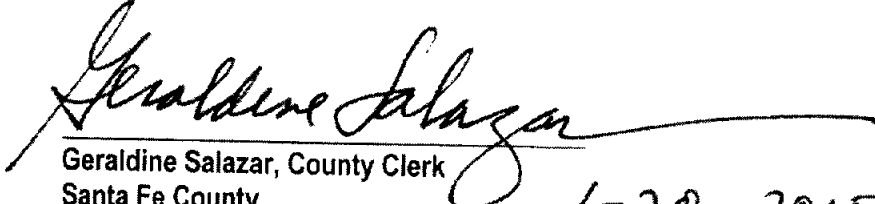
X. ADJOURNMENT

There was no further business to come before the Board, and the meeting was adjourned at approximately 7:30 p.m.

APPROVED BY:


Miguel Chavez, Chair

ATTESTED TO:


Geraldine Salazar, County Clerk
Santa Fe County

1-20-2015



SUBMITTED BY:


Melessia Helberg, Board Stenographer

2014 SEP 22 PM 3:05

MEMORANDUM

To: SFSWMA Joint Powers Board
From: Randall Kippenbrock, P.E., SFSWMA Executive Director RLK
Date: September 12, 2014
Subject: Solid Waste Assessment and Management Study Presentation by Leidos/NewGen Strategies & Solutions.

Leidos/NewGen Strategies & Solutions will present to the Board an overview of the findings and recommendations for the Agency and systemwide sections of the solid waste assessment and management study. The consultants will also discuss briefly on the findings and recommendations made for the city and county sections of the study. The consultants will seek feedback from the Board on the recommendations.

Attachments: PowerPoint Presentation
Agency Section of the Solid Waste Assessment and Management Study
Systemwide Section of the Solid Waste Assessment and Management Study

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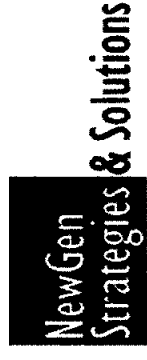
EXHIBIT "1"



September 17, 2014 – Solid Waste Advisory Committee
September 18, 2014 – Joint Powers Board

Santa Fe Solid Waste Management Agency Operational Assessment

Presented by:
David Gregory
David S. Yanke



ECONOMICS

STRATEGY

STAKEHOLDERS

SUSTAINABILITY

www.newgenstrategies.net

Purpose of Meeting

- Provide Main Findings and Recommendations on the Solid Waste Assessment & Management Study
 - Santa Fe County – Overview
 - City of Santa Fe – Overview
 - Santa Fe Solid Waste Management Agency - New
 - Systemwide Section - New

Project Status

Section	Status
Santa Fe County	Completed March 2014
City of Santa Fe	Completed August 2014
Agency	Tentative Completion October 2014
Systemwide	Tentative Completion October 2014
Final Report ¹	Tentative Completion October 2014
1. Includes all of the above sections, plus an executive summary	

County: Key Findings & Recommendations

- Optimize payloads to meet or exceed industry standard.
- Develop and implement operational metrics to measure efficiency.
- Cancel the purchase of one walking floor transfer trailer and one transfer trailer cab.
- Improve customer accessibility to drop-off areas.
- Expand HHW materials collected at specific CCC locations.
- Improve CCC signage.
- Close or relocate all CCCs currently on Pueblo land.
- Consider implementing a solid waste management system in the unincorporated County.
- Develop a comprehensive data management system
- Modify the rate structure.

City: Key Findings & Recommendations

- Eliminate additional back-up vehicles.
- Monitor the dependability and annual maintenance cost of vehicles over their useful life.
- Transition current recycling operation to automated collection.
- Remove glass from current recycling operation and transition to a glass drop-off program.
- Evaluate residential and commercial customer interest in glass subscription program.
- Invest in industry software and data management.
- Expand commercial cardboard recycling program.
- Improve container maintenance practices.

City: Key Findings & Recommendations (continued)

- Upgrade the fleet management facility to match the work effort and equipment being operated.
- Provide training to staff to work on equipment, particularly CNG vehicles.
- Implement use of data tracking systems to monitor and manage performance of the fleet.
- Enforce use of fuel key system to assure mileage and miles per gallon can be tracked.
- Develop written operating procedures including written PM practices in accordance with manufacturers' specifications.
- Investigate reducing back-up equipment.
- Investigate increased integration of solid waste fleet maintenance operations with the City's other fleet maintenance activities.

Agency Scope of Services

- Cost of Service Analysis
- Operational Assessment
 - Caja del Rio Landfill
 - Buckman Road Recycling & Transfer Station (BuRRT)
 - Other Agency Operations
- Evaluate Alternative Options

Cost of Service Analysis

Service Categories

Caja del Rio Landfill	Buckman Road Recycling & Transfer Station (BuRRT)
<ul style="list-style-type: none">• Disposal• Cell Development• Composting• Administration• Operation & Maintenance	<ul style="list-style-type: none">• Transfer Station• Material Recovery Facility (MRF)• Household Hazardous Waste (HHW) Collection• Green Waste Grinding (Mulching)• White Goods (Appliances)• Scrap Tires• E-Waste (Computers, Printers, Televisions)• Administration• Operation & Maintenance

Cost of Service Analysis (continued)

	Year 1 FY 2015	Year 2 FY 2016	Year 3 FY 2017	Year 4 FY 2018
Overall Revenue Requirement	\$ 7,743,248	\$ 7,895,141	\$ 8,051,121	\$ 8,631,302

Two Types of Costs:

- Direct:
 - Costs directly allocated to service category (e.g., wages, benefits, equipment purchase, repair, and fuel expenses).
- Indirect:
 - Administrative (e.g., management personnel, office supplies, professional & legal services)
 - Operation & Maintenance (e.g., water/electric utilities, buildings & grounds maintenance, operation and safety supplies).

Caja del Rio Landfill

Revenue Requirement				
	Year 1 FY 2015	Year 2 FY 2016	Year 3 FY 2017	Year 4 FY 2018
Total Costs	\$ 4,158,826	\$ 4,231,310	\$ 4,305,676	\$ 4,801,976
Cost per Ton ¹	\$ 30.66	\$ 31.19	\$ 31.74	\$ 35.40

1. Excludes tonnage from BuRRT as this is not charged a tipping fee at the Landfill.

- Over-recovery at the Landfill is used to support the diversion programs at BuRRT.
- Overall, the Landfill is running well.
- Do not recommend closing the Landfill and transporting elsewhere (cost prohibitive).

Buckman Road Recycling & Transfer Station (BuRRT)

Transfer Station

	Revenue Requirement			
	Year 1 FY 2015	Year 2 FY 2016	Year 3 FY 2017	Year 4 FY 2018
Total Costs	\$ 1,351,097	\$ 1,381,567	\$ 1,412,914	\$ 1,445,162
Annual Tonnage ¹	16,353	16,353	16,353	16,353
Cost per Ton	\$ 82.62	\$ 84.48	\$ 86.40	\$ 88.37

1. Includes solid waste tonnage from construction and demolition debris, commercial, and residential sources.

- Overall, the transfer station operation running well.
- Evaluate replacement of transfer tractor-trailers due to age and condition (\approx 18 years old).

BuRRT (continued)

Glass Recycling

	Revenue Requirement			
	Year 1 FY 2015	Year 2 FY 2016	Year 3 FY 2017	Year 4 FY 2018
Total Costs	\$ 208,932	\$ 212,396	\$ 215,956	\$ 219,615
Annual Tonnage	2,285	2,285	2,285	2,285
Cost per Ton	\$ 91.43	\$ 92.94	\$ 94.50	\$ 96.10

- Agency will need to most likely continue to provide this service.
- Agency needs to purchase a larger glass crusher.

BuRRT (continued)

Green Waste Processing - Mulching

	Revenue Requirement			
	Year 1 FY 2015	Year 2 FY 2016	Year 3 FY 2017	Year 4 FY 2018
Total Costs	\$ 461,782	\$ 472,389	\$ 483,299	\$ 494,521
Annual Tonnage	7,375	7,375	7,375	7,375
Cost per Ton	\$ 62.61	\$ 64.05	\$ 65.53	\$ 67.05

- The Beast horizontal wood grinder has been proven problematic.
- The Agency should consider outsourcing this service along with the composting operation (e.g., private-public partnership).

BuRRT (continued)

Material Recovery Facility (MRF)

	Revenue Requirement			
	Year 1 FY 2015	Year 2 FY 2016	Year 3 FY 2017	Year 4 FY 2018
Total Costs	\$ 1,045,093	\$ 1,071,669	\$ 1,098,971	\$ 1,127,019
Annual Recycling Tonnage ¹	6,809	6,809	6,809	6,809
Cost per Ton	\$ 153.50	\$ 157.40	\$ 161.41	\$ 165.53

1. Excludes glass recycling

- MRF estimated to under-recover in FY 2015.
- The Agency should solicit proposals for off-site transportation and recycling of the recyclables.

Cost Comparison

Service Category	Tipping Fee	Cost of Service Rate
Caja del Rio Landfill	\$40.00/ton	\$30.66/ton
Transfer Station	\$50.00/ton	\$82.62/ton
Glass Recycling	\$20.00/ton	\$91.43/ton
Green Waste	\$20.00/ton	\$62.61/ton
MRF	\$0.00/ton	\$153.50/ton
HHW	\$50.00/ton	\$2.39/pound
E-Waste	\$50.00/ton	\$298.04/ton
White Goods	\$10.00-15.00/unit	\$16.13/unit
Tires	\$2.00/tire	\$2.13/tire

Other Agency Operations

- Agency staffing is currently adequate.
- Current educational messaging is inconsistent in the region.
- Agency should take the lead for developing recycling messaging because it is responsible for final recycling/disposal.
- Agency staff should work closely with County and City staff to assure a consistent message.
- Use the SWAC to help assure sound messaging.

Alternative Options – Evaluation

- Contract grinding of green waste is likely to cost less than continued operation of the Agency's grinder.
- The designated compost area at the Landfill offers an opportunity for a partnership for composting.
- Customers in the Santa Fe area will continue to deliver glass for recycling, but glass has limited value and will likely continue to be costly to manage by the Agency.
- The Agency should allow out-of-county waste from surrounding counties at the current rates. (e.g., incremental waste from Rio Arriba, San Miguel, Los Alamos Counties).

Systemwide Issues

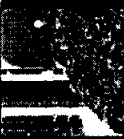
- Education and Outreach Programs
 - Funding at \$2 - \$4 per citizen annually (\$290,000 - \$580,000 per year).
 - Consistent messaging and signage required.
 - Monthly meetings.
 - Education/outreach manager for all three entities – housed in Agency.
- Flow Control
 - Recommend the City of Santa Fe to amend its ordinances requiring all construction and demolition debris to be landfilled at the Landfill. Note: Small self-haulers already go to the Landfill, however, some major private waste haulers do not. Flow control is already exercised by the City for residential and commercial wastes.

Systemwide Issues (continued)

- Recycling Goals
 - Transportation is a major impediment to achieving high recycling rates.
 - Currently, the recycling rate is 8% - 9%.
 - 16% - 20% by FY 2018 (with automated City residential; expanded commercial cardboard).
 - 25% - 30% by FY 2020 (food waste; maturing of current programs).
- Consolidation Opportunities
 - The opportunity for cost savings is real, but politically it remains to be seen whether the commitment to undertake such a task is there.

Next Steps

- Incorporate comments.
- Issue final Agency and Systemwide reports by October 2014.
- Finish entire report by October 2014.



Questions or Comments?

Mr. David S. Yanke

dyanke@newgenstrategies.net

Direct: (512) 649-1254

Cell: (512) 773-5494

Mr. David Gregory

dgregory@louisberger.com

Direct: (813) 513-9296



3409 Executive Center
Drive
Suite 128
Austin, TX 78731
Phone: (512) 479-7900
Fax: (512) 479-7905

MEMORANDUM

To: SFSWMA Joint Powers Board Members
From: Randall Kippenbrock, P.E., Executive Director RLK
Date: September 12, 2014
Subject: Request for Approval of Amendment No. 2 to Professional Services Agreement with Leidos Engineering LLC of Tampa, FL, for the Solid Waste Assessment and Management Study for the Santa Fe Solid Waste Management Agency, the City of Santa Fe, and Santa Fe County in the Amount of \$35,860.00 (RFP No. '13/16/P).

BACKGROUND AND SUMMARY:

On March 21, 2013, the Board approved a Professional Services Agreement (Agreement) to SAIC Energy, Environmental & Infrastructure LLC of Austin, TX, for Professional Services for the Solid Waste Assessment and Management Study for the Santa Fe Solid Waste Management Agency, the City of Santa Fe, and Santa Fe County in amount of \$406,996.00 (RFP No. '13/16/P).

On February 26, 2014, the Agency approved Amendment No. 1 to extend the Agreement to March 25, 2015, to amend notices, and to change the company name from SAIC Energy, Environmental & Infrastructure LLC to Leidos Engineering LLC. As per Article 5 of the Agreement, the Agreement can be extended for additional time upon the approval by the Board for each extension and renewal not to exceed four years.

Amendment No. 2 will include additional costs incurred by Leidos Engineering LLC due to the complexity of gathering data required by the city and Agency, receiving updated information, re-running financial and operational analyses with new data.

Amendment No. 2 will increase the Agreement in the amount of \$35,860.00 for a total not-to-exceed amount of \$442,856.00.

Leidos provided the additional services for \$35,860.00. Both the City of Santa Fe and Santa Fe County will commit to fund their portion of the cost allocation:

Entity	Cost Allocation
Agency	\$5,379.00
City of Santa Fe	\$28,688.00
Santa Fe County	\$1,793.00
Total Project Increase	\$35,860.00

The Agency is the contract administrator for the project.

Funding is available in the Operating Fund Cash

¹
Exhibit "3"

ACTION REQUESTED:

The Agency requests approval of Amendment No. 2 to the Professional Services Agreement with Leidos Engineering LLC of Tampa, FL, for the Solid Waste Assessment and Management Study for the Santa Fe Solid Waste Management Agency, the City of Santa Fe, and Santa Fe County in the Amount of \$35,860.00 (RFP No. '13/16/P).

The Agency also requests approval of budget increase to 52501.510300 (Professional Services) from 5500.100700 (Operating Fund Cash) in the amount of \$35,860.00.

Attachments: 1) Budget Adjustment Request
4) Professional Services Agreement – Amendment No. 2
5) Professional Services Agreement – Amendment No. 1
6) Professional Services Agreement

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ATTACHMENT

Budget Adjustment Request

City of Santa Fe, New Mexico

BUDGET ADJUSTMENT REQUEST (BAR)

DEPARTMENT / DIVISION / SECTION / UNIT NAME SANTA FE SOLID WASTE MANAGEMENT AGENCY				DATE	
ITEM DESCRIPTION	BU / LINE ITEM	(Finance Dept Use Only)		INCREASE	DECREASE
		SUBLEDGER / SUBSIDIARY	DR / (CR)		
Professional Services- Expense	52501.510300		DR	35,860.00	
JUSTIFICATION: (use additional page if needed) --Attach supporting documentation/memo				TOTAL	35,860.00
					-

BAR to increase Professional Services for Amendment 2 to Leidos Engineering LLC from 5500.100700 (Operating

Fund Cash). Approved at JPB Meeting of September 18, 2014

Angelica G. Salazar _____ Date _____ _____ Randall Kippenbrock, P.E. Exec Director _____ Date _____		CITY COUNCIL APPROVAL City Council Approval Required <input type="checkbox"/>		Budget Officer _____ Date _____	
		City Council Approval Date <input type="text"/>		Finance Director _____ Date _____	
		Agenda Item #: <input type="text"/>		City Manager _____ Date _____	

ATTACHMENT

Professional Services Agreement - Amendment No. 2

SANTA FE SOLID WASTE MANAGEMENT AGENCY
AMENDMENT No. 2
PROFESSIONAL SERVICES AGREEMENT
(Solid Waste Assessment and Management Study - 2013)

This AMENDMENT No. 2 (the "Amendment") to the PROFESSIONAL SERVICES AGREEMENT, dated March 21, 2013 (the "Agreement"), is made and entered into between the Santa Fe Solid Waste Management Agency (the "Agency") and Leidos Engineering LLC (the "Contractor"). The Amendment shall be effective as of the date this Amendment is executed by the Agency.

RECITALS

Under the terms of the Agreement, the Contractor has agreed to provide environmental services to the Agency.

Pursuant to Article 18, Amendment of the Agreement, and for good and valuable consideration, the receipt and sufficiency of which are acknowledged by the parties, the Agency and the Contractor agree as follows:

1. COMPENSATION

Article 3, Compensation of the Agreement is hereby amended to increase the amount of compensation by a total of (Thirty-Five Thousand Eight Hundred Sixty Dollars and No Cents (\$35,860.00)) so that Article 3 reads in its entirety as follows:

- A. The Agency shall pay to the Contractor in full payment for services rendered, a sum not to exceed Four Hundred Forty-Two Thousand Eight Hundred Twenty-Six Dollars and No Cents (\$442,826.00), including applicable gross receipts taxes.

DESCRIPTION	AMOUNT
ORIGINAL CONTRACT	\$406,966.00
AMENDMENT NO. 1	\$0.00
AMENDMENT NO. 2	\$35,860.00
CONTRACT TO DATE	\$442,826.00

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

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

D. Detailed statements containing reimbursement expenses shall be itemized.

2. NOTICES

Article 22, Notices of the Agreement is amended to define the term of the Agreement, so that Article 22 reads in its entirety as follows:

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: Mr. David Gregory
Assistant Vice President
Leidos Engineering LLC
3030 North Rocky Point Drive West, Suite 470
Tampa, FL 33607

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

A new Article 23, Compliance with Laws and Regulations, Prohibitions of Bribes, Gratuities, and Kickbacks, is amended to the Agreement, so that the new Article 23 reads in its entirety as follows:

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.

4. **AGREEMENT IN FULL FORCE**

Except as specifically provided in this Amendment, the Agreement remains and shall remain in full force and effect, in accordance with its terms.

IN WITNESS WHEREOF, the parties have executed this AMENDMENT No. 2 to the Professional Services Agreement as of the dates set forth below.

SANTA FE SOLID WASTE
MANAGEMENT AGENCY:

Miguel Chavez
Chairperson

Date:

ATTEST:

Geraldine Salazar
Santa Fe County Clerk

CONTRACTOR:

David Gregory
Assistant Vice President
Leidos Engineering LLC

Date:

APPROVED AS TO FORM:

Justin W. Miller
Agency Attorney

Date:

EXHIBIT A

Leidos Engineering LLC

RFP No. '13/16/P



August 11, 2014

via email to rkippenbrock@sfswwa.org

Mr. Randall Kippenbrock, P.E.
Executive Director
Santa Fe Solid Waste Management Agency
149 Wildlife Way
Santa Fe, New Mexico 87506-8342

Subject: Request for an additional \$35,860 to complete the Solid Waste Assessment and Management Study (Study)

Dear Mr. Kippenbrock:

Leidos Engineering, LLC (Leidos), formerly SAIC Energy, Environment & Infrastructure, LLC, was retained in March of 2013 to complete a comprehensive assessment of the solid waste operations for the City, County and Agency. The original timeframe had the project being completed in mid-March 2014. For a number of reasons (listed below) the project is estimated to be completed in September/October 2014, or approximately six months later than originally planned. These delays in timing have added additional costs to the Leidos Team's effort as the delays in getting the initial information, then receiving updated information, and then re-running financial and operational analyses with new data have resulted in additional costs being incurred in order to complete this project.

At this point, the City and County Sections of the Study have been completed and are Final. We are now completing the Agency Section and System-wide Issues Section, with draft sections to be completed in mid-August and provided to the Agency for review and comment. I would emphasize that the City and County are very happy with the quality of work product received. In fact, the County has already entered into discussions regarding additional services with the Leidos Team to assist in implementing one of the key recommendations made by our project team (organized collection of waste in the "urban core" of the unincorporated portion of the County).

Enclosed in this letter is a summary of the key delays encountered throughout the life of the project.

Santa Fe County Delays

Minor delays were incurred during the completion of the County Section due to the need to coordinate meetings with various County staff, the Solid Waste Task Force and then presentation(s) to the Board of County Commissioners.

City of Santa Fe Delays

Due to the variety and complexity of the various services offered by the City (residential and commercial garbage collection and recycling collection services, etc.) a number of delays were involved in getting the large amounts of financial, operational and billing data from the City (and in some cases the Agency, to support the City related analysis). Finally in some cases after spending significant amounts of time to gather data, it was determined that the data received was not the most current data and additional time was spent gathering more current information as well as sampling/extrapolating data gathered by Leidos during our ride alongs on the various routes.

During the conduct of the cost of service study for the City we dealt with a number of delays in receiving data, changes in customers counts (due to revised annexation estimates), loading into the financial model of FY 2015 after initially starting with the FY 2014 solid waste budget, as well as numerous changes to the Capital Improvement Plan. Finally, due to the appointment of a new Solid Waste Director as the other one retired at the end of calendar year 2013, there were some delays as the new Solid Waste Director had many other more pressing responsibilities in addition to providing data to consultants, meeting with consultants (in person and via conference call) and reviewing various analyses provided by the consultants.

Examples of a few of the changes that continued to occur in the spring of 2014, as we were attempting to complete the cost of service included the following:

- Customer counts were changed three times as assumptions were fine-tuned by the City with regard to the final annexation totals for residential and commercial customers.
- Allocations were changed for various residential and commercial services based on the changes in customer counts and therefore resulted in analysis being redone and being reproofed several times.
- Vehicle replacement assumptions (dollar amount, type of vehicles) were changed several times during the course of the study resulting in the cost of service study needing to be updated.
- Capital improvements for Frank Ortiz landfill costs, cart/dumpster replacement schedules were modified.
- Bond issue for the new fleet services facility was updated.
- At various times departmental line items needed to be updated in the cost of service/City budget, at the request of staff, which required updating and modifying the revenue requirement, allocations and rates.
- Upon issuance of the draft report, and after review of the report by City staff, we were told to issue the final report, which we did. After issuance of the final report we were asked to make changes to the final report.

It is important to note that as changes were made to the cost of service analysis, they impacted the operational analysis (Residential and Commercial Collection Reviews, Sections 2 and 3) resulting in analysis having to be updated several times on the operational sections of this report.

Santa Fe Solid Waste Management Agency Delays

The following changes have been made since the initial draft cost of service analysis was issued:

1. Updated the test year from the FY 2014 budget to the FY 2015 budget. It was also necessary to revisit adjustments made with the original FY 2014 budget, to make sure they were consistent with the FY 2015 budget.
2. Updates to BuRRT tonnage and revenues were provided several times during the course of the analysis.
3. Updates to the equipment related operations and maintenance costs allocations, by service category.
4. Delays in receiving data from staff, due to their having to focus on operational and management issues at the landfill and BuRRT.

Additional Hours Required

The following additional hours on the project, by consultant, is shown below:

- Jessica Terry, 30 hours at \$150 per hour, \$4,500
- Stephanie Crain, 126 hours at \$150 per hour, \$18,900
- David Gregory, 8 hours at \$210 per hour, \$1,680
- David Yanke, 44 hours at \$245 per hour, \$10,780

TOTAL \$35,860

It is estimated that the additional funding requested to complete the Study is associated with each of the following entities on a percentage basis:

County 5% or \$1,793

Agency 15% or \$5,379

City 80% or \$28,688

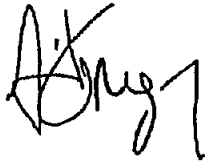
We respectfully request that these additional funds be provided so as to allow us to complete this project for the three governmental entities. We would emphasize that the cost savings identified to date that can

Randall Kippenbrock, P.E.
August 11, 2014
Page 4

be realized on an annualized basis already outweigh the one-time cost associated with the conduct of this study. We are also convinced that when the City, County and Agency implement the recommendations that we are providing, they will find a solid waste utility(ies) that can operate more efficiently and communicate more effectively.

If there are any questions concerning this request please feel free to contact me at 407-648-3571 or david.gregory@leidos.com. We look forward to working with you on this important engagement.

Sincerely,
Leidos Engineering, LLC

A handwritten signature in black ink, appearing to read 'D. Gregory'.

David Gregory
Assistant Vice President

ATTACHMENT

Professional Services Agreement - Amendment No. 1

SANTA FE SOLID WASTE MANAGEMENT AGENCY
AMENDMENT No. 1
PROFESSIONAL SERVICES AGREEMENT
(Solid Waste Assessment and Management Study - 2013)

This AMENDMENT No. 1 (the "Amendment") to the PROFESSIONAL SERVICES AGREEMENT, dated March 21, 2013 (the "Agreement"), is made and entered into between the Santa Fe Solid Waste Management Agency (the "Agency") and Leidos Engineering LLC (the "Contractor"). The Amendment shall be effective as of the date this Amendment is executed by the Agency.

RECITALS

Under the terms of the Agreement, the Contractor has agreed to provide professional engineering and environmental services to the Agency.

Pursuant to Article 17, Amendment of the Agreement, and for good and valuable consideration, the receipt and sufficiency of which are acknowledged by the parties, the Agency and the Contractor agree as follows:

1. TERM AND EFFECTIVE DATE

Article 5, Term and Effective Date of the Agreement is amended to define the term of the Agreement, so that Article 5 reads in its entirety as follows:

- A. This Agreement shall be effective when signed by the Agency and shall terminate on March 21, 2015, unless terminated sooner pursuant to Article 6 below.
- B. Pursuant to the limitations on multi-term contracts for professional services codified in NMSA 1978, § 13-1-150, this Agreement may not exceed four years,

including all extensions and renewals. Subject to that limitation, the Agreement can be renewed annually, if agreed upon by the Agency and the Contractor and approved by the Joint Powers Board.

2. **NOTICES**

Article 22, Notices of the Agreement is amended to define the term of the Agreement, so that Article 22 reads in its entirety as follows:

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

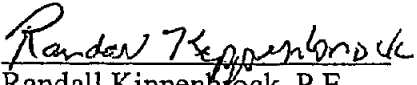
CONTRACTOR: Mr. David S. Yanke
Vice President
Leidos Engineering LLC (formerly SAIC Energy, Environmental & Infrastructure, LLC)
5806 Mesa Drive, Suite 310
Austin, TX 78731

3. **AGREEMENT IN FULL FORCE**

Except as specifically provided in this Amendment, the Agreement remains and shall remain in full force and effect, in accordance with its terms.

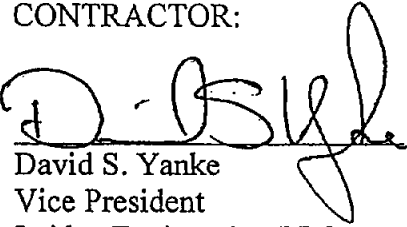
IN WITNESS WHEREOF, the parties have executed this AMENDMENT No. 1 to the Professional Services Agreement as of the dates set forth below.

SANTA FE SOLID WASTE
MANAGEMENT AGENCY:


Randall Kippenbrock, P.E.
Executive Director

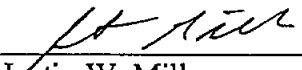
2-26-14
Date:

CONTRACTOR:


David S. Yanke
Vice President
Leidos Engineering LLC

2-27-14
Date:

APPROVED AS TO FORM:


Justin W. Miller
Agency Attorney

2/26/14
Date:

ATTACHMENT

Professional Services Agreement

SANTA FE SOLID WASTE MANAGEMENT AGENCY
PROFESSIONAL SERVICES AGREEMENT
(Solid Waste Assessment and Management Study - 2013)

This PROFESSIONAL SERVICES AGREEMENT ("Agreement") is made and entered into by and between the Santa Fe Solid Waste Management Agency ("the Agency") and SAIC Energy, Environment & Infrastructure, LLC (the "Contractor") for Solid Waste Assessment and Management Study (RFP No. '13/16/P) as described in Exhibit A and below. The Agreement shall be effective as of the date this Agreement is executed by the Agency.

1. SCOPE OF SERVICES

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

2. STANDARDS OF PERFORMANCE; LICENSES

A. Contractor represents that it possesses the experience and knowledge necessary to perform the services described in this Agreement, and shall perform its services in a manner consistent with that degree of care and skill ordinarily exercised by members of the profession currently practicing under similar circumstances in the same locale. No other warranty, express or implied, is made or intended related to the services provided.

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

3. COMPENSATION

A. The Agency shall pay to Contractor in full payment for services rendered, including applicable gross receipts taxes, a sum not to exceed Four Hundred Six Thousand Nine Hundred Ninety-Six Dollars and No Cents (\$406,996.00).

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

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

D. Detailed statements containing reimbursement expenses shall be itemized.

4. APPROPRIATIONS

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

5. TERM AND EFFECTIVE DATE

A. This Agreement shall be effective when signed by the Agency and terminate on March 21, 2014, unless it is terminated sooner pursuant to Article 6 below.

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

6. TERMINATION

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

- 1) Contractor shall render a final report of the services performed up to the date of termination and shall turn over to the Agency original copies of all work product, research, or papers prepared for the services covered by this Agreement. The Agency shall pay Contractor for services rendered and expenses incurred under this Section, including for preparation of the final report.
- 2) If compensation is not based upon hourly rates for services rendered, the Agency shall pay Contractor for the reasonable value of services satisfactorily performed through the date Contractor receives notice of such termination for which compensation has not already been paid.
- 3) If compensation is based upon hourly rates and expenses, Contractor shall be paid for services rendered and expenses incurred through the date Contractor receives notice of such termination.

The Contractor may terminate this Agreement upon ten (10) days written notice to the Agency if the Agency (i) fails to make any payment which it is obligated to make under Article 3 or (ii) fails to discharge any other material obligation within thirty (30) days of receipt of written notice from Contractor.

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

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

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

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

8. CONFIDENTIALITY

Any confidential information provided to Contractor in the performance of this Agreement which has been reduced to writing and clearly identified as confidential information at the time of its disclosure by each page being marked with an appropriate legend indicating that the information is deemed confidential by the Agency, shall be kept confidential, and shall not be made available to any individual or organization by Contractor without the Agency's prior written approval.

9. CONFLICT OF INTEREST

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

10. ASSIGNMENT; SUBCONTRACTING

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

11. RELEASE

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

12. INSURANCE

A. Contractor, at its own cost and expense, shall carry and maintain in full force and effect during the term of this Agreement professional liability insurance of \$2,000,000 for each claim, comprehensive general liability insurance of \$1,000,000 for each occurrence and \$2,000,000 in general aggregate coverage for bodily injury and property damage liability, in a form and with an insurance company acceptable to the Agency. The Agency shall be named as an additional insured under the insurance policy, and the Contractor shall provide the Agency with written notification no less than 30 days before the policy is cancelled for any reason. Contractor has furnished the Agency with a copy of a Memorandum of Insurance or other evidence of Contractor's compliance with the provisions of this section as a condition of entering into this Agreement.

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

C. Contractor shall also carry and maintain sufficient automobile liability insurance throughout the term of this Agreement to cover no less than \$1,000,000 combined single limit for each accident.

13. INDEMNIFICATION

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

14. NEW MEXICO TORT CLAIMS ACT

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

15. THIRD PARTY BENEFICIARIES

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

16. RECORDS AND AUDIT

Contractor shall maintain throughout the term of this Agreement and for a period of three years thereafter detailed records that indicate the date, time, and nature of services rendered. These records shall be subject to inspection by the Agency, the City of Santa Fe Finance Department, and the State Auditor. The Agency shall have the right to audit the billing both before and after

payment. Payment under this Agreement shall not foreclose the right of the Agency to recover excessive or illegal payments.

17. APPLICABLE LAW; CHOICE OF LAW; VENUE

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

18. AMENDMENT

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

19. SCOPE OF AGREEMENT

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

20. NON-DISCRIMINATION

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

21. SEVERABILITY

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

22. NOTICES

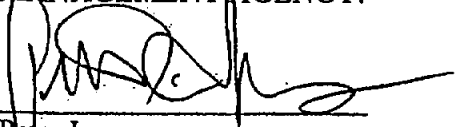
Any notices required to be given under this Agreement shall be in writing and served by personal delivery or by mail, postage prepaid, to the parties at the following addresses:

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

CONTRACTOR: Mr. David S. Yanke
Vice President
SAIC Energy, Environmental & Infrastructure, LLC
5806 Mesa Drive, Suite 310
Austin, TX 78731

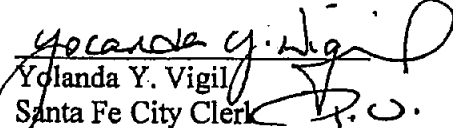
IN WITNESS WHEREOF, the parties have executed this Agreement on the date set forth below.

SANTA FE SOLID WASTE
MANAGEMENT AGENCY:

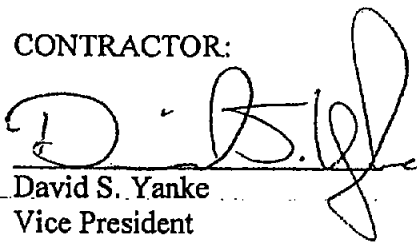

Peter Ives
Chairperson

3/21/13
Date:

ATTEST:

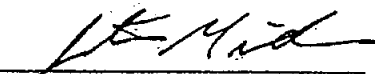

Yolanda Y. Vigil
Santa Fe City Clerk

CONTRACTOR:


David S. Yanke
Vice President
SAIC Energy, Environmental & Infrastructure, LLC

4/2/13
Date:

APPROVED AS TO FORM:


Justin W. Miller
Agency Attorney

3/21/13
Date:

EXHIBIT A

SAIC

**Scope of Work
for**

**Solid Waste Assessment and Management Study
for the**

Santa Fe Solid Waste Management Agency

City of Santa Fe

and

Santa Fe County

RFP No. '13/16/P

Memorandum



To: Randall Kippenbrock, P.E., Santa Fe Solid Waste Management Agency
Cindy Padilla, City of Santa Fe
Craig O'Hare, Santa Fe County

From: Dave Yanke, SAIC

Subject: Scope of Services for Solid Waste Assessment and Management Study

Date: March 8, 2013

SAIC has developed a scope of services and labor budget for each entity (Agency, City and County) as well as a fourth scope and labor budget titled Systemwide Issues (dealing with issues common to all three entities such as flow control, education, meetings associated with the project). These four detailed scopes and labor budgets have been developed by SAIC to ensure that the critical financial and operational concerns of each entity are appropriately addressed in the project's scope of work, as well as the overall issues that are common to all three entities with the primary goal of this study to increase operational efficiencies while striving to increase diversion/recycling within Santa Fe. The scopes and corresponding budgets are provided as follows:

- A. Santa Fe Solid Waste Management Agency Scope of Services
- B. City of Santa Fe Scope of Services
- C. Santa Fe County Scope of Services
- D. Systemwide Issues

Table 5 provides a detailed description of the reimbursable expenses for trips associated with touring the landfill, BuRRT; riding residential and commercial vehicles, county ordinance meetings with county legal staff, etc. This table also provides a detailed listing of the meetings associated with the conduct of the study, specific to each governmental entity as well as those meetings that will be attended by all three entities. Table 6 provides a detailed description of how the Systemwide Issues were allocated amongst the three entities, as well as the reimbursable expenses, and the New Mexico Gross Receipts Tax.

Total proposed fees for this project (labor, reimbursable expenses and New Mexico Gross Receipt Tax) for each of the three entities is as follows:

Item	Budget
Santa Fe Solid Waste Management Agency	\$119,883
City of Santa Fe	\$197,562
Santa Fe County	\$89,551
Total Project Cost	\$406,996

Please review the attached scope of services and contact me at 512-651-6401 with any comments or questions regarding the attached scope of services and budget. We look forward to working with Santa Fe on this important project.

Scope of Services

**1. Cost of Service – Define Cost of Service for all services provided by the Agency
(Will consist of a FY 2013 baseline cost and a 5 year forecast, FY 2014- FY 2018)**

- Caja del Rio Landfill
 - Municipal solid waste
 - Construction and demolition debris (C&D)
 - Petroleum contaminated soil
 - Sludge
 - Other
- Buckman Road Recycling and Transfer Station (BuRRT)
 - Transfer station
 - Material recovery facility
 - Household hazardous waste collection
 - Green waste processing
 - Glass recycling
 - White goods
 - Tires
 - E-waste
 - Other
- Evaluate current rate structure
 - Caja del Rio Landfill
 - BuRRT

2. Conduct operational assessment of Caja del Rio Landfill ⁽¹⁾

- Review current operations (staffing, equipment, etc.)
- Evaluate daily operational metrics (airspace utilization, customer turn-around time, traffic management, litter abatement, safety, etc.)
- Evaluate performance of contractor, based on contract terms
 - Basalt blasting and removal operation
 - RFP/Lease/Royalty options

¹ Will require 2 consultants on-site for 2 days at the Landfill; and 2 days at BuRRT

- Evaluate feasibility of long hauling MSW, closure and/or moving of landfill

3. Conduct operational assessment of BuRRT facility ⁽¹⁾

- Review current operations (staffing, equipment, etc.)
- Evaluate various flow rates for the MRF (economic sensitivity)
 - 6,500 tons per year
 - 10,000 tons per year
- Evaluate incorporating additional recyclable materials (will evaluate operational processing impacts, sale of materials, contamination, etc.)
 - Plastics #3-7
 - Glass
- Evaluate efficiencies of long-hauling material to different MRF facility (economic analysis of long hauling vs. continued processing at BuRRT)
- Evaluate current JPA between Agency and City to operate BuRRT

4. Assessment of Solid Waste Management Agency (Non Landfill or BuRRT related activities) ⁽²⁾

- Review current staffing, structure, etc.
- Evaluate education and outreach programs (evaluate in conjunction with City and County educational outreach)
 - Residential outreach
 - Commercial outreach
- Other non-landfill activities (as applicable)

5. Evaluate Alternative Options

Evaluate Viability of Future Programs

- Conduct mulch/ compost market analysis
 - Agency marketing
 - Private marketing
- Green Waste (analysis will evaluate potential expanded stream of green waste vs. end market capacity; life cycle cost analysis of an expanded program – capital and O&M costs)
 - Compost
 - Mulch
 - Evaluate Private operator (PPP)

² Will require 1 consultant on-site for 1-2 days

- Food waste (economic analysis of establishing a program for commercial businesses – capital and O&M costs, education, etc.; potential diversion amounts)
 - Collection
 - Commercial
 - Residential
 - Processing
 - Coordination with City biosolids facility
 - Independent food waste operation
- Reuse – Evaluate the viability of increasing the volume of materials reused
 - Agency developed reuse center at BuRRT
 - Non-profit based reuse center

Evaluate Out of County Waste

- Conduct analysis of bringing waste in from outside the County
 - Potential market size
 - Pricing
 - Potential incremental revenue

Contingency:

If required, \$10,000 has been set-aside by the Agency to cover the cost of additional meetings, analyses, etc. These funds would only be accessed if approved by the Executive Director of the Agency.

**Table 1 | Santa Fe Solid Waste Management Agency
Labor Budget**

Consultant	SAIC						Total
	Dave Yanke	Scott Pasternak	Jessica Terry	David Gregory	Veronica Roof	Justin Stockdale	
Hourly Rate	\$285	\$215	\$110	\$190	\$135	\$135	
1. Cost of Service							
Hours	24		88			4	116
Cost	\$6,840	\$-	\$9,680	\$-	\$-	\$540	\$17,060
2. Assessment of Caja del Rio Landfill							
Hours	8	-	12	60	-	8	88
Cost	\$2,280	\$-	\$1,320	\$11,400	\$-	\$1,080	\$16,080
3. Assessment of BuRRT							
Hours	24	8	80	60		8	180
Cost	\$6,840	\$1,720	\$8,800	\$11,400	\$-	\$1,080	\$29,840
4. Assessment of Solid Waste Management Agency							
Hours	32	-	8	-	-	16	56
Cost	\$9,120	\$-	\$880	\$-	\$-	\$2,160	\$12,160
5. Evaluate Alternative Operational Options							
Hours	24	4	48	16		24	116
Cost	\$6,840	\$860	\$5,280	\$3,040	\$-	\$3,240	\$19,260
Total Labor Hours	112	12	236	136	0	60	556
Total Agency Cost	\$31,920	\$2,580	\$25,960	\$25,840	\$0	\$8,100	\$94,400

B. City of Santa Fe
Scope of Services

1. Cost of Service – Define Cost of Service for all services provided by the City
(Will consist of a FY 2013 baseline and a 5 year forecast, FY 2014-FY 2018)

- Residential Collection
 - Refuse
 - Recycling
 - Large Item
- Commercial Collection
 - Front-load
 - Rear load
 - Roll off
 - Recycling
- Landfill Post-closure
 - Paseo de Vista Landfill
 - Frank Ortiz Landfill
- Container Maintenance Program
- Education and outreach
- Other services (fleet maintenance, etc.)
- Evaluate current rate structure
 - Residential
 - Pay as you throw
 - Sticker/ fee program – large items
 - Commercial rate matrix
 - Recycling discount
 - Other fees (overload, special pick-up, rental fee, etc.)

2. Conduct Operational Assessment of Residential Collection ⁽¹⁾

- Review current operations (staffing, equipment, routing, etc.)
 - Refuse

¹ Will require 3 consultants for 3 to 3.5 days of field work for residential and commercial collection assessment (9 to 10.5 total days in the field)

- Recycling
- Large Item
- Evaluate collection efficiency (on-route collection practices, configuration of equipment, setout rate, pre-post trip check, etc.)
- Benchmark operation against other municipalities (evaluating both financial and operational metrics)
- Routing configuration (evaluate routes on a high-level basis - i.e. macro-routing)

3. Conduct Operational Assessment of Commercial Collection ⁽¹⁾

- Review current operations (staffing, equipment, routing, etc.)
 - Front-load
 - Rear load
 - Roll off
 - Commercial recycling
 - Mixed commodities
 - Cardboard
- Evaluate collection efficiency (on-route collection practices, configuration of equipment, setout rate, pre-post trip check, etc.)
- Benchmark operation against other municipalities (evaluating both financial and operational metrics)
- Routing configuration (evaluate routes on a high-level basis - i.e macro-routing)

4. Review Non-collection Activities

- Evaluate fleet maintenance department
 - Turn around time
 - Cost of vehicle down-time
 - Warranty work
 - Staffing levels, hourly rates, etc.
 - Expansion of bay
 - Parts inventory levels
 - CNG v. diesel (cost benefit analysis)
- Evaluate City's vehicle operations against industry standards
 - Vehicle maintenance cost
 - Vehicle back-up ratio
 - Vehicle replacement schedule
- Review container maintenance program/ program cost

5. Review Solid Waste Administrative Function

- Audit Solid Waste container counts (billing vs. operational container counts)
- Evaluate education and outreach programs
 - Keep Santa Fe Beautiful
 - Sustainable Santa Fe
 - City activities
- Review of City ordinance, update for changes per operations assessment

6. Evaluate Alternative Options

Evaluate Viability of Future Programs

- Manual vs. automated residential recycling collection (life cycle cost analysis – capital and O&M costs)
 - Collection costs
 - Processing costs
- Evaluate additional materials for recycling (life cycle cost analysis – capital and O&M costs)
 - Cereal boxes
 - Plastics #3-7
 - Other
- Determine cost of glass recycling (life cycle cost analysis – capital and O&M costs)
 - Pros and cons of collecting glass
 - Collection options for glass material
- Evaluate commercial recycling collection (life cycle cost analysis – capital and O&M costs)
 - Mixed recyclables
 - Cardboard
- Evaluate opportunities for City to increase diversion
 - Green Waste
 - Food Waste (comply with New Mexico regulations, etc.)
 - Determine most cost effective/greatest diversion options
 - Provide diversion benchmarks (5 year, 10 year)
 - "Zero waste" how it is defined, how it is applicable to Santa Fe

Table 2 | City of Santa Fe
Labor Budget

Consultant	SAIC					Justin Stockdale	Total
	Dave Yanke	Scott Pasternak	Jessica Terry	David Gregory	Veronica Roof		
Hourly Rate	\$285	\$215	\$110	\$190	\$135	\$135	
1. Cost of Service							
Hours	24	-	140	-	-	-	164
Cost	\$6,840	\$-	\$15,400	\$-	\$-	\$-	\$22,240
2. Conduct Operational Assessment of Res Collect							
Hours	40	4	100	16	-	8	168
Cost	\$11,400	\$860	\$11,000	\$3,040	\$-	\$1,080	\$27,380
3. Conduct Operational Assessment of Commercial Collection							
Hours	40	4	72	16	-	8	140
Cost	\$11,400	\$860	\$7,920	\$3,040	\$-	\$1,080	\$24,300
4. Review Non-Collection Activities							
Hours	36	-	32	80	-	16	164
Cost	\$10,260	\$-	\$3,520	\$15,200	\$-	\$2,160	\$31,140
5. Review Solid Waste Administrative Function							
Hours	8	-	20	-	24	16	68
Cost	\$2,280	\$-	\$2,220	\$-	\$3,240	\$2,160	\$9,880
6. Evaluate Alternative Options							
Hours	40	16	120	-	-	16	192
Cost	\$11,400	\$3,440	\$13,200	\$-	\$-	\$2,160	\$30,200
Total Labor Hours	188	24	484	112	24	64	896
Total City Cost	\$53,580	\$5,160	\$53,240	\$21,280	\$3,240	\$8,640	\$145,140

C. Santa Fe County
Scope of Services

- 1. Cost of Service – Define Cost of Service for all services provided by the County
(Will consist of a FY 2013 baseline cost and a 5 year forecast, FY 2014-FY 2018)**
 - Convenience Centers/ Transfer Stations
 - 7 locations
 - Municipal solid waste
 - Recyclables
 - Other Materials
 - Education and Outreach
 - Evaluate current rate structure
 - Fee
 - Punch card
 - Other
- 2. Operational Assessment of Convenience Centers/ Transfer Stations**
 - Review County's existing operational analysis (staffing, equipment, hours of operation, etc.)
 - Benchmark operational performance¹
 - Provide additional analysis, recommendations and/or affirm County's existing operational recommendations for Convenience Centers/ Transfer Stations
- 3. Identify County's Service Levels and Material Flow (curb-side collection)**
 - Identification of private haulers
 - Survey private haulers
 - Areas served
 - Level of service
 - Volume and final destination of material
 - Pricing
 - Survey regional landfills (in contiguous counties, if applicable)
 - Collect information from New Mexico Environment Department relevant to waste flow
 - Summarize operational information for County (non-City) residents and businesses
 - Area served

¹ Cochise County, AZ; Pima County, AZ and others

- Level of service provided
- Volume of collected materials (putrescible; non-putrescible)
- Amount of diverted materials (recyclables, green waste, etc.)
- Waste flow within County (into/out of County)

4. Evaluate Options for Franchising County Collection²

- Determine areas with sufficient density to merit curb-side collection
- Evaluate viability of franchising
 - Exclusive
 - Non-exclusive
 - Districting
 - Mandatory/Non-mandatory
- Meeting(s) (New Mexico Association of Counties, County Attorney)
- Meetings with County – next steps/ options
- Development of options memorandum

(We will not exceed \$6,000 in labor hours prior to briefing county officials on the status of this task and whether to proceed further with any more analysis. Briefing expected to occur no later than July or August 2013.)

5. Review County Administrative Functions³

- Evaluate education and outreach programs
 - Convenience Centers/ Transfer Stations
 - Illegal dumping
 - Other initiatives
- Review County ordinances
 - Provide industry standards for rural ordinances (i.e. outlining density that requires curb-side collection vs. self-haul refuse disposal)

6. Evaluate Alternative Options

Evaluate Viability of Future Programs

- Operational changes to Convenience Centers/Transfer Stations
 - Consolidation of facilities
 - Change in hours of operation

² This does not include assisting in a procurement process. That would be conducted during the implementation phase under a separate contract, if desired.

³ This does not include drafting a new ordinance(s). That would be conducted during the implementation phase under a separate contract, if desired.

- Change in rate structure
- Modify materials accepted – identify potential to increase diversion rates
- Franchising County collection operations
 - Determine financial and operational effect of different franchising structures
 - Exclusive
 - Non-exclusive
 - Districting

**Table 3 | Santa Fe County
Labor Budget**

Consultant	SAIC						Total
	Dave Yanke	Scott Pasternak	Jessica Terry	David Gregory	Veronica Roof	Justin Stockdale	
Hourly Rate	\$285	\$215	\$110	\$190	\$135	\$135	
1. Cost of Service							
Hours	12	-	40	-	-	-	52
Cost	\$3,420	\$-	\$4,400	\$-	\$-	\$-	\$7,820
2. Operational Assessment of Convenience Centers / Transfer Stations							
Hours	12	-	24	-	-	20	56
Cost	\$3,420	\$-	\$2,640	\$-	\$-	\$2,700	\$8,760
3. Identify County's Service Levels and Material Flow							
Hours	24	8	40	-	-	40	112
Cost	\$6,840	\$1,720	\$4,400	\$-	\$-	\$5,400	\$18,360
4. Evaluate Options for Franchising County Collection							
Hours	16	-	-	-	80	16	112
Cost	\$4,560	\$-	\$-	\$-	\$10,800	\$2,160	\$17,520
Phase I Preliminary Review	4	-	-	-	32	-	-
Phase II Detailed Review (if desired)	12	-	-	-	48	16	-
5. County Admin Programs							
Hours	8	4	8	-	-	12	32
Cost	\$2,280	\$860	\$880	\$-	\$-	\$1,620	\$5,640
6. Evaluation of Alternative Operational Options							
Hours	8	-	12	-	8	16	44
Cost	\$2,280	\$-	\$1,320	\$-	\$1,080	\$2,160	\$6,840
Total Labor Hours	80	12	124	0	88	104	408
Total County Cost	\$22,800	\$2,580	\$13,640	\$-	\$11,880	\$14,040	\$64,940

D. Santa Fe Systemwide Issues

Scope of Services

1. Review Education and Outreach Programs

- Evaluate cost for education and outreach programs (Agency, City and County)
 - Overall cost
 - Per capita
- Identify any overlapping education and outreach efforts
- Provide recommendations to unify and streamline education and outreach programs

2. Evaluate Flow Control

- Evaluate the rationale of flow control for Santa Fe
 - Identify advantages and disadvantages of implementing flow control
- Items to be considered include, but are not limited to:

- Landfill capacity
- Financial and environmental impacts of long hauling waste
- Convenient access to disposal
- Cost effective disposal
- Revenue impacts
- Enforcement of illegal dumping

3. Consolidation of Entities or Overlapping Activities

- Identify any overlapping activities between entities
- Evaluate financial and operational impact of consolidating operational activities
 - Education and outreach
 - Recycling processing
 - Other
- Evaluate financial and operational impact of consolidating entities (as applicable)

4. Meetings

- Kick-off meeting
- Operational observations and route ride-alongs (i.e. days in field)
 - Agency – Caja del Rio and BuRRT operational observations
 - City – Residential and commercial route ride-alongs

- County – Convenience Centers/ Transfer Stations operational observations
- Status update meetings
 - Mid-project status updates (Agency, City and County)
 - Mid-project meeting(s) for franchising discussion (County, City if applicable)
- Final presentation(s)
 - Solid Waste Advisory Committee
 - City Council
 - County Commissioners
 - Agency Board

Table 4 | Santa Fe Systemwide Issues
Labor Budget

Consultant	SAIC						Total
	Dave Yanke	Scott Pasternak	Jessica Terry	David Gregory	Veronica Roof	Justin Stockdale	
Hourly Rate	\$285	\$215	\$110	\$190	\$135	\$135	
1. Review Education and Outreach Programs							
Hours	12	8	24	-	-	24	68
Cost	\$3,420	\$-	\$2,640	\$-	\$-	\$3,240	\$9,300
2. Evaluate Flow Control							
Hours	8	24	24	-	8	4	68
Cost	\$2,280	\$5,160	\$2,640	\$-	\$1,080	\$540	\$11,700
3. Consolidation of Entities or Overlapping Activities							
Hours	16	-	16	-	-	16	48
Cost	\$4,560	\$-	\$1,760	\$-	\$-	\$2,160	\$8,480
4. Meetings							
Hours	60	-	32	24	12	56	184
Cost	\$17,100	\$-	\$3,520	\$4,560	\$1,620	\$7,560	\$34,360
Total Labor Hours	96	24	96	24	20	100	360
Total Overall System Cost	\$27,360	\$5,160	\$10,560	\$4,560	\$2,700	\$13,500	\$63,840

**Table 5 | Total Santa Fe Project
Reimbursable Expenses**

	SAIC					Justin Stockdale
	Dave Yanke	Scott Pasternak	Jessica Terry	David Gregory	Veronica Roof	
A. Agency						
Operations assessments (days in field)	4			4		2
Agency meetings	2			1		2
SWAC meetings	2			1		2
B. City						
Operations assessments (days in field)	3		4	3		
City meetings	3		3			
C. County						
Operations assessments	1		1			2
Franchise issues	2				1	
County meetings	2					2
D. Systemwide						
Meetings (1)	4		2	1	1	6
Total meetings/days in field	23		10	10	2	18
Number of trips	12		4	3	1	N/A
1. Includes kick-off meeting – Dave Yanke, Jessica Terry and Justin Stockdale						

Breakdown for Trips	
Trips (\$1,000 x trip) \$550 per flight, \$140 rental car, \$200 hotel (on average 2 nights), \$110 meals/incidentals	
Dave Yanke	12
Jessica Terry	4
David Gregory	3
Veronica Roof	1
	20
	\$20,000
Days in field (20 days, less 7 days already included in \$1,000/trip)	20
13 x \$200/day (hotel, car, meals, incidentals)	\$2,600
Mileage (\$.55 per mile) (Justin Stockdale, etc.)	\$1,000
Total Out-of-Pocket Expenses	\$23,600

Table 6 | Total Santa Fe Project


Allocation of Project Costs

	Agency	City	County	Total
Entity Specific Labor Hours (Tables 1-3)				
Adjustment for BuRRT ⁽¹⁾	\$94,400	\$145,140	\$64,940	\$304,480
Entity Specific Scope Totals (Labor)	(\$14,920)	\$14,920	N/A	\$0
Systemwide Tasks	\$79,480	\$160,060	\$64,940	\$304,480
Task 1: Review Education and Outreach Programs ⁽²⁾				
Task 2: Evaluate Flow Control ⁽³⁾	\$3,100.00	\$3,100.00	\$3,100.00	\$9,300.00
Task 3: Consolidation of Entities or Overlapping Activities ⁽⁴⁾	\$5,850.00	\$2,925.00	\$2,925.00	\$11,700.00
Task 4: Meetings ⁽⁵⁾	\$2,826.67	\$2,826.67	\$2,826.67	\$8,480.00
	\$8,590.00	\$17,180.00	\$8,590.00	\$34,360.00
Systemwide Project Total (Labor)	\$20,366.67	\$26,031.67	\$17,441.67	\$63,840.00
Reimbursable Expenses ⁽⁶⁾	\$8,260.00	\$9,440.00	\$5,900.00	\$23,600.00
New Mexico Gross Receipt Tax (GRT) ⁽⁷⁾	\$1,776.60	\$2,030.40	\$1,269.00	\$5,076.00
Contingency ⁽⁸⁾	\$10,000			\$10,000
TOTAL	\$119,883.27	\$197,562.07	\$89,550.67	\$406,996.00

Notes:

1. The scope of services for the BuRRT analysis is split 50/50 between the City and Agency, since BuRRT is owned by the City and operated by the Agency. Because what the City elects to do with regard to future recycling options will impact how BuRRT is operated, it is equitable that the cost of analyzing how to optimize this facility be shared equally between the two entities.
2. The education and outreach analysis is allocated equally between all three entities, as they will all benefit equally from this analysis.
3. The flow control analysis is allocated 50% to the Agency and 25% to the City and 25% to the County.
4. Any benefit associated with the consolidation of entities or overlapping activities is projected to be shared equally by all three entities.
5. Meetings are allocated 50% to the City and 25% to the County and 25% to the Agency. It is projected that additional meetings will be required with City staff and elected officials associated with the City's scope of services as there are a greater variety of issues/opportunities that will be studied with regard to the City's scope.
6. Allocated 35% to the Agency, 40% to the City and 25% to the County per staff agreement.
7. Allocated similarly to expenses as this cost is tied to travel and level of effort and time spent in New Mexico.
8. The Agency has committed \$10,000 towards a contingency account. These funds are available for additional meetings and/or analysis. These funds can only be accessed via approval by the Executive Director of the Agency.

MEMORANDUM

To: SFSWMA Joint Powers Board Members
From: Randall Kippenbrock, P.E., Executive Director 
Date: September 12, 2014
Subject: Request for Approval of Professional Services Agreement with CDM Smith Inc. of Albuquerque, NM, for Engineering Design and Permitting Services for the Permit Renewal and Modification for the Buckman Road Recycling and Transfer Station in the Amount of \$221,608.00 (RFP No. '15/03/P).

BACKGROUND AND SUMMARY:

The Agency issued a Request for Proposals (RFP) No. '15/03/P on July 28, 2014, for the engineering design and permitting services for the permit renewal and modification for the Buckman Road Recycling and Transfer Station. Notices of the RFP were advertised in local newspapers and copies of the RFP were sent to five firms. Four firms attended the pre-proposal meeting. Two firms responded to the request for proposals on August 28, 2014, and are listed below by their evaluation ranking:

1. CDM Smith Inc., Albuquerque, NM
2. Gordon Environmental, Inc., Bernalillo, NM

The evaluation criteria consisted of specialized design and technical competence (20%); capacity and capability (20%); past record of performance (10%); familiarity with the Agency (10%); work to be done in New Mexico (5%); current volume of work with the Agency not 75% complete (5%); innovativeness (15%); ability to conduct public meetings (15%). The selection committee reviewed the proposals and determined CDM Smith is the most qualified to provide professional services listed in the request for proposals.

Agency staff entered into negotiations with CDM Smith for the project, and per attached scope of services in Exhibit A of the professional services agreement. The scope of services includes the following tasks:

Task 1: Project Management

Subtask 1.1: Kick-off Meeting – discuss master planning, permitting strategies, and permit application schedule.

Subtask 1.2: Project Management Plan – document kickoff meeting, identify project staff, and outline roles and responsibilities. Create a work breakdown structure and project schedule.

Task 2: Project Meetings/Workshops

Subtask 2.1: Master Planning Workshops - facilitate two master plan workshops to develop a master plan for BuRRT.

Subtask 2.2: Joint Powers Board Meetings – attend three meetings to present results of master planning and preliminary permitting activities.

Task 3: Site Investigation Services

Subtask 3.1: Topographic surveying – complete a ground-based topographic survey for the transfer station site and associated features.

Subtask 3.2: Lease Amendment – assist Agency with requirements of amending the property lease with the City.

Subtask 3.3: Environmental Clearance – assist Agency with environmental clearance activities.

Task 4: Community Involvement

Provide community relations services, including a project website and one open house.

Task 5: Conceptual Design

Provide planning, evaluation, recommendations, and design services for potential facility improvements included in the master plan.

Task 6: Draft Permit Renewal Application and Public Notice

Subtask 6.1: Pre-Application NMED Meeting Master Planning Workshops.

Subtask 6.2: Initial Application Submittal.

Subtask 6.3: Public Notice.

Task 7: Request for Additional Information (RAI) Response

Develop responses for up to two RAI from the NMED Solid Waste Bureau.

Task 8 (future): Final Documents and Hearing

Task 9 (future): Additional Planning, Engineering, and Design Services

Funding is available in 5521.100700 (Landfill Permitting Fund Cash Balance).

ACTION REQUESTED:

Agency staff requests approval of professional services agreement with CDM Smith Inc. of Albuquerque, NM, for engineering design and permitting services for the permit renewal and modification for the Buckman Road Recycling and Transfer Station (RFP No. '15/03/P).

The Agency also requests approval of a budget increase to 52522.575950 (WIP Start-Up Cost [BuRRT Permit Renewal and Modification]) from 5521.100700 (Landfill Permitting Fund Cash Balance) in the amount of \$221,608.00.

Attachments: 1) Budget Adjustment Request (BAR)
 2) Professional Services Agreement
 3) RFP No. '15/03/P

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ATTACHMENT

Budget Adjustment Request (BAR)

City of Santa Fe, New Mexico

BUDGET ADJUSTMENT REQUEST (BAR)

DEPARTMENT / DIVISION / SECTION / UNIT NAME SANTA FE SOLID WASTE MANAGEMENT AGENCY				DATE	
ITEM DESCRIPTION	BU / LINE ITEM	(Finance Dept Use Only)		INCREASE	DECREASE
		SUBLEDDGER / SUBSIDIARY	DR / (CR)		
WIP Start-Up Cost (BuRRT Permit Renewal and Modification)-Expense	52522.575950		DR	221,608.00	
JUSTIFICATION: (use additional page if needed) --Attach supporting documentation/memo				TOTAL	221,608.00

BAR to increase WIP-Start-Up Cost for the Permit Renewal and Modification for the Buckman Road Recycling and Transfer Station (RFP No.'15/03/P to CDM Smith Inc) from Landfill Permitting Fund Cash Balance (5521.100700). Approved at JPB Meeting of September 9, 2014

Angelica G. Salazar _____ Date _____		CITY COUNCIL APPROVAL City Council Approval Required <input type="checkbox"/>		Budget Officer _____ Date _____	
_____ Date _____		City Council Approval Date <input type="text"/>		Finance Director _____ Date _____	
Randall Kippenbrock, P.E. Exec Director _____ Date _____		Agenda Item #: <input type="text"/>		City Manager _____ Date _____	

ATTACHMENT

Professional Services Agreement

SANTA FE SOLID WASTE MANAGEMENT AGENCY
PROFESSIONAL SERVICES AGREEMENT
(BuRRT Permitting Services - 2014)

This PROFESSIONAL SERVICES AGREEMENT ("Agreement") is made and entered into by and between the Santa Fe Solid Waste Management Agency ("the Agency") and CDM Smith Inc. (the "Contractor") for engineering, design and permitting services for the permit renewal and modification for the Buckman Road Recycling and Transfer Station (RFP No. '15/03/P) as described in Exhibit A and below. The Agreement shall be effective as of the date this Agreement is executed by the Agency.

1. SCOPE OF SERVICES

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

2. STANDARDS OF PERFORMANCE; LICENSES

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

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

3. COMPENSATION

A. The Agency shall pay to Contractor in full payment for services rendered, including applicable gross receipts taxes, a sum not to exceed Two Hundred Twenty-One Thousand Six Hundred Eight Dollars and No Cents (\$221,608.00).

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

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

D. Detailed statements containing reimbursement expenses shall be itemized.

4. APPROPRIATIONS

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

5. TERM AND EFFECTIVE DATE

A. This Agreement shall be effective when signed by the Agency and terminate on September 18, 2015, unless it is terminated sooner pursuant to Article 6 below.

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

6. TERMINATION

The Agency may terminate this Agreement 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.

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

- A. Contractor, its agents, and its employees are independent contractors performing professional services for The Agency and are not employees of the Agency.
- B. Contractor, its agents, and its employees shall not accrue leave, retirement, insurance, bonding, or any other benefits afforded to employees of the Agency, and shall not be permitted to use Agency vehicles in the performance of this Agreement.
- C. Contractor shall be solely responsible for payment of wages, salaries, and benefits to any and all employees or subcontractors Contractor retains to perform any of its obligations pursuant to this Agreement.

8. CONFIDENTIALITY

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

9. CONFLICT OF INTEREST

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

10. ASSIGNMENT; SUBCONTRACTING

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

11. RELEASE

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

12. INSURANCE

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

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

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

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

13. INDEMNIFICATION

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

14. NEW MEXICO TORT CLAIMS ACT

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

15. THIRD PARTY BENEFICIARIES

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

16. RECORDS AND AUDIT

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

17. APPLICABLE LAW; CHOICE OF LAW; VENUE

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

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

18. AMENDMENT

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

19. SCOPE OF AGREEMENT

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

20. NON-DISCRIMINATION

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

21. SEVERABILITY

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

22. NOTICES

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

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

CONTRACTOR: Mr. Paul A. Karas, CPG, CHMM
Vice President
CDM Smith Inc.
6000 Uptown Blvd NE
Albuquerque, NM 87110

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:

Miguel Chavez
Chairperson

Date:

ATTEST:

Geraldine Salazar
Santa Fe County Clerk

CONTRACTOR:

Paul Karas, CPG, CHMM
Vice President
CDM Smith Inc.

Date:

APPROVED AS TO FORM:

Justin W. Miller
Agency Attorney

Date:

EXHIBIT A

CDM Smith Inc.

Scope of Work
for

Engineering, Design and Permitting Services
for the
Permit Renewal and Modification
for the
Buckman Road Recycling and Transfer Station

RFP No. '15/03/P

ATTACHMENT

RFP No. '15/03/P



6000 Uptown Blvd NE, Suite 200
Albuquerque, NM 87110
tel: 505 243-3200
fax: 505 243-2700

September 10, 2014

Mr. Randall Kippenbrock, P.E.
Executive Director
Santa Fe Solid Waste Management Agency
149 Wildlife Way
Santa Fe, New Mexico 87506-8342

Re: Buckman Road Recycling and Transfer Station
Engineering Design and Permitting Services
Scope of Services and Estimated Cost
SFSWMA RFP No. '15/03/P

Dear Mr. Kippenbrock,

CDM Smith Inc. (CDM Smith) is pleased to provide the Santa Fe Solid Waste Management Agency (SFSWMA) with this revised proposed scope, schedule, and fee for the development of the permit modification and renewal for the Buckman Road Recycling and Transfer Station (BuRRT). Outlined within these proposal documents is our understanding of the scope of work, assumptions, proposed schedule, estimated fee, and contracting details, based on the referenced Request for Proposals (RFP), our knowledge of the BuRRT facility, discussions with SFSWMA management on September 5, 2014, and our understanding of the New Mexico Solid Waste Management Regulations.

The proposed scope of services is provided as Attachment 1 and the proposed fee proposal is provided as Attachment 2.

These services will be performed upon written notice to proceed as directed by SFSWMA. All components required for the submittal of the permit modification and renewal application to the New Mexico Environment Department (NMED) Solid Waste Bureau (SWB) will be completed in accordance with the permit expiration date (May 8, 2016). As such, with an assumed 15-month review process, the initial application (described in Task 6) will be submitted to NMED by March 8, 2015.

ESTIMATED FEE

The following is a summary of the engineering fee required to perform this work. A detailed estimate has been attached (refer to Attachment 2). The fee is based on the previously SFSWMA-approved 2014 billing rate schedule.



Mr. Randall Kippenbrock
September 10, 2014

Page 2

Summary of Proposed Project Costs

Task Description	Subtotal Cost	NMGRT ¹ (7 percent)	Total Project Cost
Task 1: Project Management	\$17,989	\$1,259	\$19,248
Task 2: Permit Application Project Meetings/Workshops	\$23,338	\$1,634	\$24,972
Task 3: Site Investigation Services	\$26,474	\$1,853	\$28,327
Task 4: Community Involvement	\$12,651	\$886	\$13,537
Task 5: Conceptual Design	\$22,184	\$1,553	\$23,737
Task 6: Draft Permit Renewal Application and Public Notice	\$55,265	\$3,869	\$59,134
Task 7: Request for Additional Information (RAI) Response	\$49,208	\$3,445	\$52,653
Task 8 [FUTURE]: Final Permit Documents and Hearing	Not included with this proposal		
Task 9 [FUTURE]: Additional Planning, Engineering, and Design Services			
Total Project Cost	\$207,109	\$14,499	\$221,608

Note 1: NMGR will be invoiced at the current rate in effect at the time of invoicing.

In summary, and based upon the proposed project scope, CDM Smith proposes a fee of \$221,608, which includes NMGR (\$14,499 at the current rate of 7 percent), to be billed on a not-to-exceed time and materials basis.

CDM Smith appreciates the opportunity to submit this proposal for the BuRRT permit modification and renewal application development. If you have any questions, please contact us at (505) 243-3200.

Sincerely,

Kerrie L. Greenfelder, P.E., BCEE
Project Manager
CDM Smith Inc.

Paul A. Karas, CPG, CHMM
Vice President, Client Service Leader
CDM Smith Inc.

Attachments

cc: Kelly Collins, CPG, BCES – CDM Smith
Tom Parker, PE - CDM Smith
File

ATTACHMENT 1

PROPOSED SCOPE OF SERVICES

ATTACHMENT 2

PROPOSED COST ESTIMATE SUMMARY

ATTACHMENT 1 –PROPOSED SCOPE OF SERVICES
BUCKMAN ROAD RECYCLING AND TRANSFER STATION
ENGINEERING DESIGN AND PERMITTING SERVICES
SFSWMA RFP No. '15/03/P

OBJECTIVE

CDM Smith Inc. (Contractor) is assisting the Santa Fe Solid Waste Management Agency (Agency) with the development of a permit modification and renewal application for the Buckman Road Recycling and Transfer Station (BuRRT).

Descriptions of the tasks necessary to complete the permit application document are presented below.

PROJECT DELIVERY APPROACH AND SCOPE OF WORK

To accomplish the objectives of this project, the Contractor proposes a multi-task project delivery approach that will allow for completion of the BuRRT permit modification and renewal application including all applicable planning, evaluation, and engineering activities, in a cost-effective and time-sensitive manner. The services that will be completed for this contract have been divided into nine proposed tasks. Tasks 1 through 7 will be authorized under the current scope of services and fee proposal. Tasks 8 and 9 will be negotiated at a later date when sufficient information is available to develop a specific scope of services, assumptions and fee proposal for those tasks. A list of the nine proposed tasks follows:

- Task 1: Project Management
 - Subtask 1.1: Kick-off Meeting
 - Subtask 1.2: Project Management Plan
- Task 2: Project Meetings/Workshops
 - Subtask 2.1: Master Planning Workshops
 - Subtask 2.2: Joint Powers Board (JPB) Meetings
- Task 3: Site Investigation Services
 - Subtask 3.1: Topographic Surveying/Mapping and Plat
 - Subtask 3.2: Lease Amendment
 - Subtask 3.3: Environmental Clearance
- Task 4: Community Involvement
- Task 5: Conceptual Design

Attachment 1 – DRAFT Proposed Scope of Services
Buckman Road Recycling and Transfer Station
Engineering Design and Permitting Services
Agency RFP No. '15/03/P

- Task 6: Draft Permit Renewal Application
 - Subtask 6.1: Pre-Application NMED Meeting
 - Subtask 6.2: Initial Application Submittal
 - Subtask 6.3: Public Notice
- Task 7: Request for Additional Information (RAI) Response
- Task 8 (FUTURE): Final Documents and Hearing
- Task 9 (FUTURE): Additional Planning, Engineering, and Design Services

Details regarding each task are described below.

Task 1: Project Management

Purpose

For Task 1, the Contractor will provide management and coordination of project tasks including subconsultant management, managing staff resources, project meetings, and New Mexico Environment Department (NMED) Solid Waste Bureau (SWB) communications, and project communications with the Agency.

Approach

The Contractor will provide project management for the project, including management of labor costs for project engineering and subcontractors, document control and filing, invoicing, project status reports (with each invoice), and close out activities. We will also conduct up to three (3) project progress meetings with the Agency staff. These meetings will be held at the offices of CDM Smith in Albuquerque, NM. The Contractor will also prepare electronic summaries of these meetings.

Subtask 1.1: Kick-off Meeting

The Contractor will conduct one (1) project kickoff meeting with the Agency to discuss master planning, permitting strategies, and permit application schedule. The meeting, to be conducted at project initiation will establish specific goals for the successful completion of the permit modification and renewal project. We will establish the schedule, roles and responsibilities, and identify the critical success factors for the project. At a detailed site visit conducted in association with this meeting we will renew our familiarity with the facility and verify existing conditions including physical and operational changes made since CDM Smith's original design was completed and the facility opened in March 1998.. Pertinent background information, including the City/County Solid Waste Assessment Report will be obtained from Agency staff. The meeting agenda and summary will be provided by the Contractor.

Subtask 1.2: Project Management Plan

A Project Management Plan memorandum will be prepared documenting the outcome of the kick-off meeting and identifying key project staff from the Contractor's team, the Agency, and the NMED and outlining roles and responsibilities. A work breakdown structure and project schedule will layout project tasks, milestones, deliverables, key meetings and a timetable for permit development. The project schedule and other elements of the Plan will be updated as the project progresses, as applicable.

Assumptions

- The Contractor's project manager and project engineer will attend one (1) project kick-off meeting in Albuquerque, NM.

Task 2: Project Meetings/Workshops

Purpose

For Task 2, the Contractor will conduct project meetings related to the BuRRT permit renewal and modification application, including master planning workshops and attendance at Joint Powers Board (JPB) meetings.

Approach

Subtask 2.1: Master Planning Workshops

The Contractor will facilitate up to two (2) workshops to develop a Master Plan for BuRRT. The workshops will be used to review and discuss the results of the Solid Waste Assessment, and to consider how to implement the study's recommendations. The first workshop will be held in October 2014 at the BuRRT facility.

The Contractor will also solicit input from Agency, City, and County staff regarding current practices, operational challenges, procedures and/or improvements to increase solid waste processing and transfer efficiencies and to identify improvements needed to expand material diversion programs. Potential subjects to be considered during the workshops include, but are not limited to, the following:

- BuRRT material recovery services.
- Complimentary functions at the Caja del Rio Landfill.
- Addition of transfer vehicle scales in the load-out tunnel area.
- Expanding green waste mulching operations and developing a public/private partnership (P3) for the green waste.
- Improving glass crushing efficiencies, operations, and equipment.

Attachment 1 – DRAFT Proposed Scope of Services
Buckman Road Recycling and Transfer Station
Engineering Design and Permitting Services
Agency RFP No. '15/03/P

- Evaluating the need for the on-site wetland system to treat wastewater flows, as well as the replacement of the existing sewer line and pond liner system.
- Evaluating the site drainage related to facility wash-down, roof drainage, etc.
- Improving dust control and ventilation systems, including replacement of the existing waterline.
- Reviewing tipping floor operations for both solid waste and curbside recyclable materials.
- Reviewing traffic flow patterns.
- Evaluating the material recycling facility (MRF) efficiencies, if applicable.
- Evaluating tire processing operations.
- Considering addition of a composting operation.

The Contractor will develop a draft facility master plan memorandum that will summarize the results of brainstorming and workshop activities. The master plan memorandum will include proposed facility improvements and conceptual site layouts for the improvements. Based upon the outcome of the master planning activities, the Contractor will then develop conceptual level cost estimates (capital and O&M) and a capital implementation schedule for the proposed improvements. This information will be used to determine the requirements that will be addressed in the permit renewal and modification application (refer to Task 5 for details regarding the planning, recommendations, and design for each improvement).

Three copies of the final facility master plan memorandum will be prepared upon receipt of Agency review comments.

Subtask 2.2: Joint Powers Board (JPB) Meetings

The Contractor will attend up to three (3) Joint Powers Board (JPB) meetings; one early in the project to present the results of the master planning and preliminary permitting activities, a second meeting upon conclusion of the community meeting (refer to Task 4), and the third prior to public notice and submission of the final permit application. The Contractor will prepare presentation materials and handouts for use at each of these meetings.

Assumptions

- The Contractor's project manager, permitting lead engineer, and representative from BlueWater Environmental will attend up to two (2) workshops in Santa Fe, NM. A total of two (2) summaries will be prepared for each workshop.
- The Contractor's project manager, senior technical advisor, or permitting lead engineer will attend up to three (3) meetings with the JPB in Santa Fe, NM.

Task 3: Site Investigation Services

Purpose

For Task 3, the Contractor will provide site investigation services, including topographic surveying/mapping, assistance with amending the lease with the City, and environmental clearance activities as required.

Approach

Subtask 3.1: Topographic Surveying/Mapping and Plat

In support of the permit renewal and design of near- and long-term site improvements, the Contractor will complete a ground-based topographic survey for the transfer station site (approximately 17 acres), the borrow area (6 acres), other smaller site features (10 acres), and the arroyo (5 acres; approximately 200 feet by 1000 feet swath). The survey will also identify the associated above and below ground utilities. We will then prepare a Plat of Survey suitable for filing with the County of Santa Fe.

Subtask 3.2: Lease Amendment

In support of the facility expansion, the Contractor will assist the Agency with the requirements of amending the property lease with the City as it relates to the environmental impacts.

Subtask 3.3: Environmental Clearance

In support of the permit renewal and/or facility expansion, the Contractor will assist the Agency with environmental clearance activities, such as those related to endangered/threatened species and the archeological elements of the site.

The Contractor will evaluate the existing *Threatened and Endangered Plant and Animal Species Study* report and provide an update based upon the most current published New Mexico Game and Fish studies to determine if critical habitats may be present within the BuRRT property boundary. Upon completion of this update, the Contractor will make a recommendation as to whether a more in-depth study is necessary to clear and/or make recommendations related to relocation or protection of any species potentially identified.

The Contractor will evaluate the *Archeological Study Reports* to determine whether additional study is necessary. Should additional study require a professional archeologist, the Contractor will provide these additional services to Agency under a separate scope of work.

Assumptions

- The survey data will be provided in AutoCAD drawing format. The Contractor will provide the quality control documentation for all field survey work.

Attachment 1 – DRAFT Proposed Scope of Services
Buckman Road Recycling and Transfer Station
Engineering Design and Permitting Services
Agency RFP No. '15/03/P

- Additional ground based survey upon completion of the topographic survey will require a maximum of two (2) mobilizations of the survey crew.
- Survey of the entire boundary area of the site (approximately 315 acres) has not been included. Should this area require survey, it will be negotiated under a separate scope/fee.
- If additional threatened or endangered plant or animal species, archeological field work and/or studies are required, the Contractor will provide these services to Agency under a separate scope and fee estimate.
- The Contractor assumes that the *Archeological Study Reports* provided in the original permit will not require an update. The *Archeological Study Reports* will be reviewed in detail upon execution of the contract.
- Updating the *Threatened and Endangered Plant and Animal Species Study* will not require travel.
- The Contractor will submit draft letter reports of the updates (up to 3 total - Threatened and Endangered Species, Archeological, and Traffic) to the Agency for review and approval prior to submittal to NMED.
- Should additional environmental clearance activities, included but not limited to NMDOT notification and geotechnical analyses, be required for the project, a separate scope/fee will be provided to the Agency.

Task 4: Community Involvement

Purpose

For Task 4, the Contractor will provide community relations services, including a project website and one open house.

Approach

The Contractor, and our subconsultant Patti Watson of Cooney, Watson and Associates, will develop an independently-hosted project website to facilitate dissemination of permitting information to the public. The site will provide the opportunity to submit questions or comments electronically. The website will be updated throughout the permitting process with content provided by or approved by Agency. The website will be discontinued at the termination of the project.

We will assist Agency in planning and conducting one community open house during the project, most likely at the conclusion of the master planning stage, after approval of the master plan by the JPB. The Contractor, with the assistance of Cooney, Watson and Associates, will complete an outreach campaign for the community open house, including contacting near-by community associations and nonprofit organizations with interest in solid waste management and recycling.

Attachment 1 – DRAFT Proposed Scope of Services
Buckman Road Recycling and Transfer Station
Engineering Design and Permitting Services
Agency RFP No. '15/03/P

The Contractor will provide presentation materials and handouts for the meeting and will document attendance, as well as questions and concerns raised by the public.

Assumptions

- The Contractor, with the assistance of Cooney, Watson and Associates, will prepare materials for the meeting, including PowerPoint presentation, handouts/ fact sheets, posters, and comment cards.
- The outreach campaign for the community open house will consist of email announcements to associations and organizations.
- The Contractor's project manager and permitting lead engineer will make one (1) trip to Santa Fe, NM for the meeting.
- Agency will provide the meeting space.
- The Contractor will provide the Agency with the public service announcement. Agency will be responsible for publishing and posting the meeting announcement.
- No video or animated materials will be required to be developed by the Contractor for this task. If needed, these can be included under a separate scope and fee.
- Based upon the interest at the community meeting, additional community meetings will be negotiated under a separate scope and fee.

Task 5: Conceptual Design

Purpose

For Task 5, the Contractor will provide planning, evaluation, recommendation, and design services for potential facility improvements included in the master plan (refer to Subtask 2.1).

Approach

Upon completion of the master planning process, the Contractor will provide conceptual or preliminary design services for the potential facility improvements identified during the master planning workshops and approved by the JPB. The conceptual design documents for up to four improvements will be presented to the Agency as a draft memorandum, complete with include the following:

- Designation of near-term or future implementation.
- A narrative of the improvement, including a cost/benefit analysis (if applicable).
- Conceptual schematic or design drawing(s).
- A summary of the implementation schedule.

- An estimate of the implementation costs (capital and O&M).

Three copies of the final conceptual design memorandum(s) will be prepared for the Agency upon receipt of Agency review comments.

As directed by the Agency, the Contractor will provide the Agency detailed design and engineering services, including development of bidding and contract documents (construction drawings and technical specifications), as applicable under [future] Task 9.

Task 6: Draft Permit Renewal Application and Public Notice

Purpose

For Task 6, the Contractor will develop the draft permit renewal application and public notice.

Approach

Subtask 6.1: Pre-Application NMED Meeting Master Planning Workshops

The Contractor will conduct one (1) pre-application meeting with NMED staff in Santa Fe, either at the offices of NMED or BuRRT, to discuss development of the transfer station permit and proposed modifications. The meetings will be used to exchange project information, review and discuss regulatory requirements, discuss public involvement activities, and discuss potential modification to the existing permit. The meeting agenda and summary will be provided by the Contractor.

Subtask 6.2: Initial Application Submittal

The Contractor and our subconsultant, BlueWater Environmental Consulting, LLC, will initially develop a "draft" permit renewal and modification application that addresses all of the applicable 20 NMAC 9 requirements including:

- 20.9.3.8 Permit Requirements.
- 20.9.3.15 Additional Transfer Station Requirements.
- 20.9.3.16 Permit Procedures.
- 20.9.3.39 Fee Schedule.
- 20.9.4.12 Siting Criteria.
- 20.9.5.8 General Operating Requirements.
- 20.9.5.11 Additional Operating Requirements.
- 20.9.5.15 Contingency Plan.
- 20.9.5.16 Record Keeping.

Attachment 1 - DRAFT Proposed Scope of Services
Buckman Road Recycling and Transfer Station
Engineering Design and Permitting Services
Agency RFP No. '15/03/P

- 20.9.6.11 Closure and Post-Closure for Composting Facilities (Potential).
- 20.9.6.12 Closure and Post-Closure for Other Solid Waste Facilities.
- 20.9.7 Operator Certification.

In developing the "draft" permit renewal and modification application, the Contractor will utilize existing figures, attachments, and drawings developed for the original permit application to the extent possible; however, it will be necessary to update and add new sections that address the modification. The known components of the Application include the following:

- Vicinity Map.
- Site Plan.
- Plans and Elevations.
- Legal Description.
- Current FEMA 100-yr Floodplain Map.
- Current Land Use and Zoning Maps.
- Cultural Properties Documentation.
- Prehistoric and Historic Sites Preservation Act D.
- Updated Traffic Impact Analysis.
- Operating Plan.
- Alternative Waste Handling Plan.
- Emergency Contingency Plan.
- Recordkeeping Forms.
- Closure and Post-Closure Plan.
- Disclosure Forms.
- Financial Assurance Forms.
- Notice of Filing Documentation.

The Contractor will develop and submit a complete "draft" Application (two copies) for Agency review in a workshop. We will incorporate Agency comments into the final Application document for submittal to NMED (three copies) and Agency (one copy plus CD electronic version).

Subtask 6.3: Public Notice

The Contractor, with the assistance of BlueWater Environmental Consulting, LLC, will develop the notice of filing for NMED approval prior to public notification of Application. The public notification will be performed in accordance with 20 NMAC 9.3.8.G. We will provide the Notice of Filing for Agency review and approval, then to the NMED SWB prior to translation into Spanish. Once the Notice of Filing has been approved and translated, the notice will be provided by certified mail to the owners of record, as shown by the most recent property tax schedule and tax exempt entities to all parties located within either 100 feet or 0.5 miles of the property boundary. In addition, notification will be provided to all municipalities and counties in which the facility is located and to the governing body of any county, municipality, Indian tribe or pueblo within ten miles of the facility. The Contractor will place a permit renewal notification within the legal and general sections of the Santa Fe New Mexican and coordinate development of a radio announcement.

Assumptions

- The Contractor's project manager and permitting lead engineer will host and attend one (1) NMED meeting in Albuquerque, NM.
- The Contractor's project manager, permitting lead engineer, and representative from BlueWater environmental will host and attend one (1) permit review workshop in Albuquerque, NM.
- The following outlines the assumed requirements for plan development for the permit, as well as the anticipated level of effort:
 - Contingency - minor revision to existing Caja del Rio Landfill plan
 - Closure - minor revision
 - Alternative waste handling - minor revision
 - Operating - major revision
 - MRF, includes glass crushing and all other aspects of the MRF - major revision
 - Waste screening - minor revision to existing Caja del Rio Landfill plan
 - HHW - medium revision to include CFL operations
 - Green/compost - minor revision to existing Caja del Rio Landfill plan
 - E-waste - new plan
 - Tires - new plan
 - White goods - new plan
- Only minor Agency comments will be received on the draft submittal.

- The Contractor will submit one (1) draft copy to the Agency for approval prior to submittal to NMED. The review workshop will be held in Albuquerque, NM
- The Contractor will provide three (3) final copies of the permit modification and renewal application to NMED for review and four (4) copies to the Agency for the record.
- Agency will be responsible for paying the applicable application fees.

Task 7 - Request for Additional Information (RAI) Response

Purpose

For Task 7, the Contractor will develop the responses for up to two RAI from the NMED SWB.

Approach

The NMED Solid Waste Bureau will complete their first review of the application and issue Request for Information (RAI) No. 1. The Contractor will meet with the NMED prior to release of RAI No. 1 to review the applicable comments. Once issued, we will complete an initial assessment of the RAI No. 1 comments and rank them with respect to the estimated effort required to revise sections within the permit application. We will prepare a draft response document which includes a table of individual responses to all RAI No. 1 comments. We will meet with NMED to discuss RAI responses and proposed changes to the permit application before revising the permit application.

The revised Permit Modification and Renewal Application will be submitted for sections for Agency review. We will incorporate Agency comments and transmit one complete copy and one red-line copy of the revised permit application and two copies of the response document to NMED. The Contractor will complete the same steps for RAI No. 2, as necessary.

Task 8 (FUTURE): Final Documents and Hearing

Within 14 days after the application is deemed administratively complete by NMED, the Contractor will submit six complete copies of the application to NMED and two copies to Agency. An updated list of all property owners as specified in 20.9.3.8.G NMAC will be prepared. The list of properties will be date stamped by the appropriate county agent, or certified as accurate by the Contractor as of the date the application is deemed complete.

Task 9 (FUTURE): Additional Planning, Engineering, and Design Services

Potential additional services projects to be completed include planning, design, engineering, bidding and construction phase services for the following:

- For the near-term improvements described in Task 5, including detailed design and engineering services (development of bidding and contract documents).

Attachment 1 – DRAFT Proposed Scope of Services
Buckman Road Recycling and Transfer Station
Engineering Design and Permitting Services
Agency RFP No. '15/03/P

- Improved green waste mulching and/or development of composting facilities in the existing borrow areas.
- Modifications of the existing site, transfer station, MRF/bale room, scale house, or HHW facilities.
- A new glass crushing area and equipment to increase capacity.
- Provisions for transfer vehicle scale(s) in the load-out tunnel or on-board vehicles.
- Water distribution and dust control/misting improvements.
- Facility signage.
- Other BuRRT matters as deemed appropriate by Agency.

Additional services will be negotiated with Agency under separate scope and fee.

**CITY OF SANTA FE
SANTA FE SOLID WASTE MANAGEMENT AGENCY**

"REQUEST FOR PROPOSALS"

**ENGINEERING DESIGN AND PERMITTING SERVICES
for
PERMIT RENEWAL
and
MODIFICATION
for the
BUCKMAN ROAD RECYCLING AND TRANSFER STATION**

RFP No. '15/03/P

PROPOSAL DUE:

**AUGUST 28, 2014
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. '15/03/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 Thursday, August 28, 2014**. Any proposal received after this deadline will not be considered. This proposal is for the purpose of procuring professional consulting services for the following:

ENGINEERING DESIGN AND PERMITTING SERVICES

for

PERMIT RENEWAL and MODIFICATION

for the

BUCKMAN ROAD RECYCLING AND TRANSFER STATION

A **mandatory** pre-proposal meeting will be held at 11:00 a.m. MDT, August 11, 2014, at the Nancy Rodriguez Community Center in the Traditional Village of Agua Fria, 1 Prairie Dog Loop, Santa Fe, NM 87507. 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 Agency. Acknowledgement of Addendums shall be submitted with any proposal.

Offerors may participate in an optional tour of the Buckman Road Recycling and Transfer Station (BuRRT) on August 11, 2014. The tour will begin 1:30 p.m. MDT at the BuRRT administration office at 2600 Buckman Road, Santa Fe, NM.

The RFP process will include Qualifications-Based Selection – a procurement method that results in the selection of the best qualified and competent professional firm most suitable to the needs of the Santa Fe Solid Waste Management Agency (Agency).

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

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

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


Robert Rodarte, Purchasing Officer

Received by the Santa Fe New Mexican newspaper on: July 23, 2014
To be published on: July 28, 2014

Received by the Albuquerque Journal newspaper on: July 23, 2014
To be published on: July 28, 2014

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	July 23, 2014
2. Issuance of RFP:	July 28, 2014
3. Mandatory Pre-Proposal Meeting:	August 11 at 11:00 a.m. Local Prevailing Time
3. Optional Tour:	August 11, 2014 at 1:30 p.m. Local Prevailing Time
4. Acknowledgement of Receipt	August 11, 2014
5. Deadline to Submit Additional Questions	August 21, 2014 at 2:00 p.m. Local Prevailing Time
6. Response to Written Questions and any RFP Addendum	August 25, 2014
7. Receipt of Proposals:	August 28, 2014 at 2:00 p.m. Local Prevailing Time City of Santa Fe Purchasing Office 2651 Siringo Road, Bldg. "H" Santa Fe, New Mexico 87505
8. Evaluation of Proposals:	September 2, 2014
9. Interviews:	September 4, 2014
10. Selection:	September 4, 2014
11. Negotiations:	September 5, 2014
12. Recommendation of Award to Joint Powers Board:	September 18, 2014

INFORMATION FOR OFFERORS

1. RECEIPT OF PROPOSALS

The Santa Fe Solid Waste Management Agency invites Offeror(s) 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, August 28, 2014.

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: '15/03/P

Title of the proposal: Professional Services for Engineering Design and Permitting Services for the Permit Renewal and Modification for the Buckman Road Recycling and Transfer Station.

Name and address of the Offeror:

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

2. COPIES OF REQUEST OF PROPOSALS

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

3. ACKNOWLEDGEMENT OF RECEIPT

Potential Offerors shall hand deliver or return by facsimile or by registered or certified mail the "Acknowledgement of Receipt of Request for Proposals Form" that accompanies this document (See Appendix A) to have their firm placed on the procurement distribution list. The form should be signed by an authorized representative of the organization, dated and returned by close of business on August 11, 2014.

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

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

4. PREPARATION OF PROPOSAL

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

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

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

5. CORRECTION OR WITHDRAWAL OF PROPOSALS

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

6. INTERPRETATIONS AND ADDENDA

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

Every request for such interpretations should be in writing addressed to, Purchasing Officer, 2651 Siringo Road, Bldg. "H", Santa Fe, New Mexico, 87505 and to be given consideration must be received at least five (5) days prior to the date set for the receiving of proposals or August 21, 2014.

Any and all such interpretations and any supplemental instruction will be in the form of written addenda to the RFP, which if issued, will be sent by facsimile, e-mail, or hand delivered to all Offerors who are known by the Agency to have received a complete RFP not later than three days prior to the date fixed for the receipt of the proposals or August 25, 2014. Failure of any Offeror to receive any such addenda or interpretations shall not relieve Offeror from any obligation under their proposal as submitted. All addenda so issued shall become part of the contract documents.

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

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

7. LAWS AND REGULATIONS

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

8. DISCLOSURE OF PROPOSAL CONTENTS

The proposals will be kept confidential until a contract is awarded. At that time, all proposals and documents pertaining to the proposals will be open to the public, except for the material that is proprietary or confidential. The Purchasing Officer will not disclose or make public any pages of a proposal on which the Offeror has stamped or imprinted "proprietary" or "confidential" subject to the following requirements.

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

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

9. PROPOSAL EVALUATION

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

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

10. FINALIZE CONTRACT

The contract will be finalized with the most advantageous Offeror. In the event that mutually agreeable terms cannot be reached within the time specified, The Agency reserves the right to finalize a contract with the next most advantageous Offeror without undertaking a new procurement process.

11. CONTRACT AWARD

The Agency anticipates awarding the contract during the regular scheduled Joint Powers Board meeting on September 18, 2014; however, the date of the meeting is tentative and subject to change without notice.

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

12. REJECTION OR CANCELLATION OF PROPOSALS

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

13. PROTESTS AND RESOLUTIONS PROCEDURES

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

14. CHANGE IN CONTRACTOR REPRESENTATIVES

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

15. AGENCY RIGHTS

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

16. RIGHT TO PUBLISH

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

17. OWNERSHIP OF PROPOSALS

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

18. ELECTRONIC MAIL ADDRESS REQUIRED

A large part of the communication regarding this procurement will be conducted by electronic mail (e-mail). Offeror must have a valid e-mail address to receive correspondence.

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

A copy of the City of Santa Fe Living Wage Ordinance §28.1 28-1.12 SFCC 1987 is attached

(Appendix C). The Offeror will be required to submit the proposal such that it complies with the ordinance to the extent applicable. The recommended Offeror will be required to comply with the ordinance to the extent applicable, as well as any subsequent changes to the Ordinance throughout the term of this contract.

20. PREFERENCES IN PROCUREMENT

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

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

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

or

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

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

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

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

Santa Fe 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. **Addendum:** a written or graphic instrument issued prior to the opening of Proposals, which clarifies, corrects, or changes the Request for Proposals. Plural: addenda.
2. **Agency:** means the Santa Fe Solid Waste Management Agency.
3. **BuRRT:** means the Buckman Road Recycling and Transfer Station
4. **Consultant or Contractor:** means the successful Offeror who enters into a binding contract / agreement.
5. **Contract / Agreement:** means The Agency's Professional Service Agreement, including all exhibits attached to it and incorporated in it by reference, and all amendments in accordance with its terms, as attached in the RFP as Appendix E.
6. **Determination:** means the written documentation of a decision of the purchasing officer including findings of fact required to support a decision. A determination becomes part of the procurement file to which it pertains (Section 13-1-52 NMSA 1978).
7. **Evaluation Committee:** means a body appointed by the Agency to perform the evaluation of proposals.
8. **Finalist:** is defined as an Offeror who meets all the mandatory specifications of this Request for Proposals and whose score on evaluation criteria is sufficiently high to merit further consideration by the Evaluation Committee.
9. **Joint Powers Board (JPB):** means the governing body for the Santa Fe Solid Waste Management Agency that operates the BuRRT.
10. **Offeror:** means the companies or firms submitting a proposal in response to this Request for Proposals.
11. **Purchasing Office:** means the City of Santa Fe Purchasing Office.
12. **Purchasing Officer:** means the person or designee authorized by the Agency to manage or administer a procurement requiring the evaluation of proposals.
13. **Request for Proposals:** or "RFP" means all documents, including those attached or incorporated by reference, used for soliciting proposals (Section 13-1-81 NMSA 1978).
14. **Responsible Offeror of Proposer:** means an offeror who submits a responsive proposal and who has furnished, when required, information and data to prove that the proposer's financial resources, production or service facilities, personnel, service reputation and experience are adequate to make satisfactory delivery of the services described in the proposal (Section 13-1-83 NMSA 1978).
15. **Responsive Offer or Proposal:** means an offer or proposal that conforms in all material respects to the requirements set forth in the request for proposals. Material respects of a request for

proposals include, but are not limited to, price, quality, quantity or delivery requirements (Section 13-1-85 NMSA 1978).

16. The terms **must, shall, will, is required, or are required**, identify a mandatory item or factor that will result in the rejection of the offeror's proposal.
17. The terms **can, may, should, preferably, or prefers** identify a desirable or discretionary item or factor.

SPECIAL CONDITIONS

1. GENERAL

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

2. ASSIGNMENT

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

3. VARIATION IN SCOPE OF WORK

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

4. DISCOUNTS

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

5. TAXES

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

6. INVOICING

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

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

7. METHOD OF PAYMENT

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

8. DEFAULT

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

9. NON-DISCRIMINATION

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

10. NON-COLLUSION

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

11. BRIBES, GRATUITIES AND KICKBACKS

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

BACKGROUND

On May 8, 1996, the New Mexico Environment Department (NMED) issued the City of Santa Fe a 20-year solid waste facility permit (SWM-261717) for the Bucknan Road Recycling and Transfer Station (BuRRT), which was formerly referred to as the City of Santa Fe Solid Waste Transfer Facility during the original permitting process. On January 1, 2006, the Santa Fe Solid Waste Management Agency (Agency) took over as the operator of BuRRT. However, the City of Santa Fe remains the Owner of the facility.

The BuRRT accepts residential municipal solid waste (MSW), construction and demolition debris, residential and commercial recycling (including cardboard, newspaper, plastics, aluminum, tin, phone books, shredded office paper, glass, and scrap metal), household hazardous waste (HHW), florescent bulb, e-waste, green waste, and scrap tires. Special waste is not approved for acceptance at BuRRT.

The BuRRT's annual processed tonnages for the last four fiscal years are as follows:

Fiscal Year	MSW Tonnage	Recycling Tonnage
2011	16,514	13,860
2012	16,888	10,341
2013	16,355	9,447
2014	17,067	10,135

Fiscal Year – July 1 to June 30

The BuRRT's operating hours are Monday through Sunday, 8:00 a.m. to 4:45 p.m. The average daily vehicle count at the BuRRT is approximately 250 vehicles. However, the vehicle count on Saturdays can exceed 325 vehicles during the summer.

Currently, the Agency is going through a solid waste assessment process to identify the strengths and challenges of its operations. Included in the study are the following operations: transfer station, green waste mulching, glass crushing, household hazardous waste collection and materials recovery facility (MRF). The results of this assessment will assist in determining the future course of the overall BuRRT operation. In addition, the assessment will provide recommendations for potential expansion and in areas where the Agency may look at contracting with third parties for certain aspects of the operation. The goal is to ensure the assets the Agency has invested in are maximizing our commitment to provide safe and effective solid waste management for the City and County of Santa Fe.

In 2006, the BuRRT facility expanded to include glass recycling (i.e., crushing), and a green waste mulching program. The Agency anticipates that the assessment will support an expansion of the green waste/mulching program with the potential addition of composting operations on site. Additionally, the glass crushing/processing operations could be expanded through a combination of new equipment and a larger site for the storage of both processed & unprocessed materials.

In February 2007, the BuRRT facility incorporated the MRF within the original footprint of the existing transfer station which operates as a stand-alone process. A new baling facility was constructed on the west side of the transfer station building at the time the MRF was constructed. Based on the results of the assessment, it is possible that the Agency will either see an increase in the amount of material that is processed or we will be consolidating and loading transfer trucks to send the material for processing by a third party.

In September 2012, the operation expanded further to include a separate household hazardous waste (HHW) collection building and program. Since the operation of the HHW facility is relatively new, and will need to be integrated into our permit renewal and modification, the Agency does not anticipate changes to this operation as a result of the assessment. However, the Agency will need to include details regarding the fluorescent light bulb program that the Agency has been working on with NMED to remove the "pilot program" label. Similarly, the assessment should not impact this part of the operation but it will need to be integrated into the permit renewal and modification.

The Agency anticipates that the assessment will be completed in mid-September 2014 and will communicate any significant changes as updates to the RFP process, where appropriate. The facility permit expires on May 8, 2016 and it is required per Section 20.9.3.25 of the New Mexico Solid Waste Management Rules (20.9.2 through 20.9.10 NMAC) that the owner or operators of a solid waste facility file a permit renewal application no later than 12 months prior to the expiration date of the current facility permit. Therefore, a permit renewal application will be submitted to NMED no later than May 8, 2015.

SCOPE OF SERVICES

This scope of services is to provide the Agency with engineering services for obtaining the renewal of the 20-year permit for operations of the BuRRT as set forth in the following scope of services.

1. VERIFY EXISTING CONDITIONS

The Offeror will verify, inspect and document existing conditions to familiarize him/herself with the project in order to complete the services described herein.

2. PROJECT MANAGEMENT

Provide necessary project management to bring the project to completion and gain NMED's approval of the BuRRT permit modification and renewal application (Application). This will include meetings with the Agency at various stages of the project and holding a mandatory Pre-Application Meeting with the NMED to discuss the proposed permit renewal and modification.

3. MASTER PLANNING, COMMUNITY IMPACT ASSESSMENT, AND COMMUNITY MEETING(S)

Complete a Vulnerable Area Assessment for NMED review as required by 20.9.3.8. NMAC. The assessment shall determine if the BuRRT is located within a vulnerable area. Vulnerable area means an area within a four mile radius from the geographic center of a facility or proposed facility, and:

- has a percentage of economically stressed households greater than the state percentage based on the most recent actual census bureau data within any square mile within the four mile radius surrounding the facility or proposed facility; and
- where the New Mexico portion has a population of 50 people or more within any square mile within the four mile radius; and
- has within it 3 or more regulated facilities not including the applicant's facility.

Complete a Community Impact Assessment if the Vulnerable Area Assessment demonstrates that a vulnerable area meets the condition for economically stressed households, population density, and regulated facilities within a four mile radius from the BuRRT.

Conduct Community Meeting(s) to inform the surrounding neighborhoods and communities of the Agency's proposed plans for the BuRRT, and to address concerns and comments regarding the proposed plans at the master planning stage of the project. The Offeror will develop conceptual designs and layouts of the BuRRT facility to be utilized at these Community Meeting(s).

4. BuRRT PERMIT MODIFICATION AND RENEWAL APPLICATION

The Application will be prepared in accordance with 20.9.2 through 20.9.10 NMAC. The Agency will provide existing documents for inclusion and use in developing the Application. The known components of the Application include the following:

- Vicinity Map
- Site Plan
- Plans and Elevations
- Legal Description
- Current FEMA 100-yr Floodplain Map
- Current Land Use and Zoning Maps
- Cultural Properties Documentation
- Prehistoric and Historic Sites Preservation Act Documentation
- Updated Traffic Impact Analysis
- Operating Plan
- Alternative Waste Handling Plan
- Emergency Contingency Plan
- Recordkeeping Forms
- Closure and Post-Closure Plan
- Disclosure Forms
- Financial Assurance Forms
- Notice of Filing Documentation

However, the Offeror will be required to provide any other supporting information necessary for Application approval by NMED.

5. MISCELLANEOUS/TOPOGRAPHIC SURVEYING AND PLAT OF SURVEY

The Offeror will provide a new ground based topographic survey for the entire site, including additional areas of the City of Santa Fe's property that are not currently included in the existing operation. Topographic and associated miscellaneous survey information will be performed based on a 50-foot grid (max), and NAD 83/NAVD 88 datum. The Offeror will establish and/or maintain control points necessary to obtain the required survey information.

In addition, a Plat of Survey of the new facility boundary will be provided and filed with the County of Santa Fe. This will include the installation of any necessary benchmarks/control points, where applicable.

In lieu of a ground survey, the Offeror may opt to perform an aerial survey to obtain topographic information, and supplement with miscellaneous ground survey to establish panel points, various infrastructure, and building corner elevations.

6. PUBLIC NOTIFICATION

The Notice of Filing will be published in the New Mexican in the classifieds or legal advertisements section and in one other place in the newspaper calculated to give the public the most effective notice. The Notice of Filing will also be provided to residents at least once in one or more other media outlets in a manner that effectively reaches a substantial number of members of the community. The notice will be approved by the NMED and provided in both English and Spanish in accordance with 20.9.3.8.G NMAC.

In addition, the NMED approved notice will be provided by certified mail to any owners of record, as shown by the most recent property tax schedule and tax exempt entities in accordance with 20.9.3.8.G NMAC. In addition, notification will be provided to all municipalities and counties in which the facility is located and to the governing body of any county, municipality, Indian tribe or pueblo within ten miles of the facility.

7. INITIAL APPLICATION SUBMITTAL DOCUMENTS

The Offeror will provide two (2) copies of the draft BuRRT Application for review and approval by the Agency. Agency comments will be incorporated into the initial BuRRT Application submitted to NMED. A total of three (3) copies of the initial BuRRT Application will be provided to the NMED in accordance with 20.9.3.17.A NMAC. One (1) copy of the initial submittal will be provided and an electronic version in Word, including all associated survey/drawing data on a CD labeled accordingly to the Agency for the record.

8. REQUESTS FOR ADDITIONAL INFORMATION

The Offeror will prepare responses for NMED requests for additional information during the Application review process. Responses will be provided within the timelines described in 20.9.3.17 NMAC and will include Agency comment.

9. FINAL SUBMITTAL DOCUMENTS AND HEARING REQUIREMENTS

Once the permit has been determined to be administratively complete, the Offeror will provide two (2) copies of the final Application to the Agency for the record and use. A total of six (6) copies of the final Application will be provided to the NMED in accordance with 20.9.3.17.C NMAC for NMED's use during the final public comment period and hearing process.

The Offeror will provide supporting testimony during the permit hearing required by NMSA 1978 Section 74-9-24 A. The hearing will be conducted in accordance with the NMED permit procedures (20.1.4 NMAC).

10. ADDITIONAL SERVICES

Additional services may include the following, pending the results of the solid waste assessment being performed by the Agency:

- Design of existing borrow areas for composting operation;
- Design modifications of existing site, transfer station, MRF/bale room, scale house, and/or household hazardous waste (HHW) facility;

- Design of new glass crushing area and equipment; and
- Construction phase services related to contracted design services.

Offeror will be required to:

- Submit design(s) and/or report(s) for preliminary and final reviews to the Agency
- Submit two final set(s) of documents to the Agency
- Attend and present the findings to the Joint Powers Board.

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 August 28, 2014. Any proposal received after this deadline will not be considered.

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

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

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

- 1) Letter of Transmittal
- 2) General Information
- 3) Project Team Members
- 4) Specialized Design and Technical Experience
- 5) Capacity and Capability to Perform the Work
- 6) Past Record of Performance
- 7) Proximity or Familiarity with the Agency
- 8) Work to be Done in New Mexico
- 9) Current Volume of Work with the Agency not 75% Complete
- 10) Innovativeness
- 11) Ability to Conduct Public Meetings
- 12) 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:

- Offeror identification and transmittal letter from Offeror with authorized signature. Include company name and address; name and telephone number of contact person.
- Acknowledge receipt of any and all amendments to this RFP.
- Provide the following for each sub-consultant (if needed):
 - Name, address, and telephone number.
 - State the qualifications.
 - Describe the role of the sub-consultant in the project.

- The technical approach section includes a summary of the proposed approach to this project, and the advantages/disadvantages of the approach. Also, discuss any important issues the Offeror has identified after the review of the scope of services provided within this RFP.
- Copy of City of Santa Fe Business License.
- Copy of State of New Mexico CRS Tax Identification Number.
- Summary of insurance/liability coverage.
- Campaign Contribution Disclosure Form (Appendix B).
- Resident Veterans Preference Certification (Appendix D), if applicable.

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

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

EVALUATION CRITERIA & WEIGHTED VALUES
EVALUATION COMMITTEE MEMBERS
RFP No. '15/03/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 offerors. Interviews may be conducted with the offerors 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 offeror unless extenuating circumstances are documented. Evaluation criteria designated with "*" are required by Section 13-1-120.B NMSA 1978.

EVALUATION CRITERIA	POINTS AVAILABLE
1. Specialized Design and Technical Experience*	200
2. Capacity and Capability*	200
3. Past Record of Performance*	100
4. Proximity to or Familiarity*	100
5. Work to be Done in New Mexico*	50
6. Current Volume of Work with the Agency not 75% Complete*	50
7. Innovativeness	150
8. Ability to Conduct Public Meetings	150
Total Maximum Allowable Points	1,000

NARRATIVE DESCRIPTION OF EVALUATION CRITERIA

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

1. Specialized Design and Technical Competence - Provide information about the Offeror's specific technical experience with similar projects that demonstrate competence to successfully complete the project and type of services required.
2. Capacity and Capability - Provide information about the business that demonstrates the ability to provide sufficient professional competence, including any consultants, their representatives, qualifications and locations, to perform the work, including any specialized services with the time limitations.
3. Past Record of Performance - Demonstrate through contracts and other agreements with government agencies or private industry with respect to such factors as costs control, quality of work and ability to meet schedules. Provide a minimum of three (3) transfer station permit renewal and modification projects where the Offeror provided professional engineering services listing the project title, owner point of contact, and telephone number.
4. Proximity to or Familiarity with Site Location - Demonstrate the Offeror's familiarity with the Agency at which the BuRRT is located and describe any issues or problems that may arise that could affect the work.

5. New Mexico Produced Work - It is in the Agency's best interest to support in-state businesses. Indicate the volume of work to be produced in New Mexico by a New Mexico offeror or offerors. Identify any out-of-state consultant(s) or business relationships that will be involved on the project and the extent of services to be provided by that Offeror or Offerors.
6. Volume of Work Previously Done - Indicate the volume of work the Offeror has previously done for the Agency which is not seventy-five (75) percent complete with respect to basic professional design services through the bidding phase. The purpose of the criteria is to help distribute projects among qualified offerors while not violating the principal of selecting the most highly qualified offeror.

The Agency is considered a separate entity from the City of Santa Fe and Santa Fe County. Therefore, any work performed for the City and County of Santa Fe should not be included in the proposals. However, for clarification the City of Santa Fe is the Agency's fiscal agent.

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

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

7. Innovativeness of the Proposal - Describe in detail the innovativeness of the offeror's proposal that will provide maximum benefits for the Agency while maintaining cost-effective services for the BuRRT.
8. Ability to Conduct Meeting(s) - Describe in detail the Offeror's ability and the importance of conducting community meeting(s) related to the BuRRT permit renewal and modification.

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. '15/03/P

Evaluation Points:

Criteria	Weighted Value	Evaluation Pts. 1-2-3-4-5 6-7-8-9-10	Total	Max Score
Specialized Design & Technical Competence*	20%	_____	_____	200
Capacity & Capability*	20%	_____	_____	200
Past Record of Performance*	10%	_____	_____	100
Familiarity with the Agency*	10%	_____	_____	100
Work to be Done in New Mexico*	5%	_____	_____	50
Current Volume of Work with the Agency not 75% Complete*	5%	_____	_____	50
Innovativeness	15%	_____	_____	150
Ability to Conduct Public Meetings	15%	_____	_____	150
Total			=====	1,000

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

Company Name

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

Signature and title of evaluator

Date

APPENDIX A

Acknowledgement of Receipt Form

ACKNOWLEDGEMENT OF RECEIPT FORM

for

RFP No. '15/03/P

ENGINEERING DESIGN AND PERMITTING SERVICES

for

**PERMIT RENEWAL
and
MODIFICATION**

for the

BUCKMAN ROAD RECYCLING AND TRANSFER STATION

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 August 11, 2014. 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.

OFFEROR: _____

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.

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

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

APPENDIX B

Campaign Contribution Disclosure Form

CAMPAIGN CONTRIBUTION DISCLOSURE FORM

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

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

THIS FORM MUST BE FILED BY ANY PROSPECTIVE CONTRACTOR WHETHER OR NOT THEY, THEIR FAMILY MEMBER, OR THEIR REPRESENTATIVE HAS MADE ANY CONTRIBUTIONS SUBJECT TO DISCLOSURE.

The following definitions apply:

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

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

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

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

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

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

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

Names of Applicable Public Official: Board Members of the Santa Fe Solid Waste Management Agency's Joint Powers Board - Santa Fe City Councilors Joseph Maestas, Patti Bushee, and Signe Lindell; Santa Fe County Commissioners Miguel Chavez, Kathy Holian, and Robert Anaya.

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 C

Living Wage Ordinance

Living Wage Ordinance

Ordinance Number §28-1 28-1.12 SFCC 1987

Purpose:

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

Who it affects:

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

Compliance:

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

Prohibitions against retaliation and circumvention:

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

Enforcement; Remedies:

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

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

Posting and Publication:

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

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

APPENDIX D

Resident Veterans Preference Certification

RESIDENT VETERANS PREFERENCE CERTIFICATION

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

Please check one box only:

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

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

☐ I declare under penalty of perjury that my business prior year revenue starting January 1 ending December 31 is more than \$5M allowing me the 7% preference discount on this solicitation. I understand that knowingly giving false or misleading information about this fact constitutes a crime.

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

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

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

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

(Signature of Business Representative)*

(Date)

*Must be an authorized signatory of the Business.

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

SIGNED AND SEALED THIS _____ DAY OF _____, 2014.

NOTARY PUBLIC

My Commission Expires:

APPENDIX E

Sample Contract

SANTA FE SOLID WASTE MANAGEMENT AGENCY
PROFESSIONAL SERVICES AGREEMENT
(Permit Renewal and Modification for BuRRT - 2014)

This PROFESSIONAL SERVICES AGREEMENT ("Agreement") is made and entered into by and between the Santa Fe Solid Waste Management Agency ("The Agency") and _____ (the "Contractor") for Engineering Design and Permitting Services for the Permit Renewal and Modification for the Buckman Road Recycling and Transfer Station (RFP No. '15/03/P) as described in Exhibit A and below. The Agreement shall be effective as of the date this Agreement is executed by the Agency.

1. SCOPE OF SERVICES

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

2. STANDARDS OF PERFORMANCE; LICENSES

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

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

3. COMPENSATION

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

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

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

D. Detailed statements containing reimbursement expenses shall be itemized.

4. APPROPRIATIONS

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

5. TERM AND EFFECTIVE DATE

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

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

6. TERMINATION

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

- 1) Contractor shall render a final report of the services performed up to the date of termination and shall turn over to the Agency original copies of all work product, research, or papers prepared for the services covered by this Agreement. The Agency shall pay Contractor for services rendered and expenses incurred under this Section, including for preparation of the final report.
- 2) If compensation is not based upon hourly rates for services rendered, the Agency shall pay Contractor for the reasonable value of services satisfactorily performed through the date

Contractor receives notice of such termination for which compensation has not already been paid.

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

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

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

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

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

8. CONFIDENTIALITY

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

9. CONFLICT OF INTEREST

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

10. ASSIGNMENT; SUBCONTRACTING

Contractor shall not assign or transfer any rights, privileges, obligations or other interests under this Agreement, including any claims for money due, without the Agency's prior written consent. Contractor

shall not subcontract any portion of the services to be performed under this Agreement without the Agency's prior written approval.

11. RELEASE

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

12. INSURANCE

A. Contractor, at its own cost and expense, shall carry and maintain in full force and effect during the term of this Agreement professional liability insurance of \$2,000,000 for each claim, comprehensive general liability insurance of \$2,000,000 for each occurrence and \$2,000,000 in general aggregate coverage for bodily injury and property damage liability, in a form and with an insurance company acceptable to the Agency. The Agency shall be named as an additional insured under the insurance policy, and the policy shall provide that the Agency will be notified no less than 30 days before the policy is cancelled for any reason. Contractor has furnished the Agency with a copy of a Certificate of Insurance or other evidence of Contractor's compliance with the provisions of this section as a condition of entering into this Agreement.

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

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

13. INDEMNIFICATION

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

14. NEW MEXICO TORT CLAIMS ACT

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

15. THIRD PARTY BENEFICIARIES

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

16. RECORDS AND AUDIT

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

17. APPLICABLE LAW; CHOICE OF LAW; VENUE

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

18. AMENDMENT

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

19. SCOPE OF AGREEMENT

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

20. NON-DISCRIMINATION

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

21. SEVERABILITY

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

22. NOTICES

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

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

CONTRACTOR:

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

SANTA FE SOLID WASTE
MANAGEMENT AGENCY:

Miguel Chavez
Chairperson

Date:

ATTEST:

Geraldine Salazar
Santa Fe County Clerk

CONTRACTOR:

Date:

APPROVED AS TO FORM:

Justin W. Miller
Agency Attorney

Date:

9/10/2014 2:01 PM

SFSWMA: Buckman Road Recycling and Transfer Station Engineering Design and Permitting Services

Other Direct Costs										
Task	Unit	Air Travel	Copies No.	Myra Blueprints	Phone Fax	Incidentals	Equipment Rental	Lodging	Mileage (130 mi RT)	
	Unit Cost	Dollars		Dollars	Dollars	Days	Dollars	Days	Miles	
Task 1: Project Management										
Subtask 1.1: Kick-off Meeting										
			1350						130	
Subtask 1.2: Project Management Plan			100							
			250							
Subtask 1.3: Permit Application Project Meetings/Workshops			1000							
Subtask 2: Permit Application Project Meetings/Workshops (Qty 2)			500							
Subtask 2.1: Joint Powers Board (JPB) Meetings (Qty 2)			500							
Subtask 2.2: Site Investigation Services			650							
Subtask 3.1: Geotechnical Survey/Mapping and Plan			250							
Subtask 3.2: Lease Amendment			250							
Subtask 3.3: Environmental Clearance			250							
Subtask 3.4: Environmental Monitoring			250							
Subtask 3.5: Construction			250							
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8/10/2014 2:01 PM

6/10/2014 2:01 PM

MEMORANDUM

To: SFSWMA Joint Powers Board Members
From: Randall Kippenbrock, P.E., Executive Director RLK
Date: September 11, 2014
Subject: Request for Approval to Award Bid '15/04/B to D&H Petroleum and Environmental Services Company of Albuquerque, NM, for the Purchase and Installation of a Diesel Fuel Aboveground Storage Tank at the Caja del Rio Landfill in the Amount of \$47,760.75.

BACKGROUND AND SUMMARY:

On August 4, 2014, the Agency issued Request for Bids No. '15/04/B for the purchase and installation of a diesel fuel aboveground storage tank (AST) at the Caja del Rio Landfill. One bid was received on August 28, 2014, and is presented below:

D&H Petroleum and Environmental Services Company, Albuquerque, NM - \$47,760.75

The existing 6,000-gallon diesel fuel above-ground storage tank (AST) has been in service since the Caja del Rio Landfill began operations in 1997. The AST provides a central diesel fuel supply for heavy equipment and vehicles operating at both the landfill and the Buckman Road Recycling and Transfer Station (BuRRT). The AST is double-walled to provide secondary containment in the event of a leak. The area between the two walls is known as the interstice. A routine inspection on May 29, 2013, revealed the existence of a slow leak in the interstice of the AST.

The New Mexico Petroleum Storage Tank regulations (NMAC 20.5.5.503) require owners and operators of an AST system to ensure that repairs and modifications will prevent releases due to structural failure or corrosion as long as the system is used to store regulated substances.

On July 23, 2013, Eaton Sales & Service of Albuquerque, NM, was contracted to inspect and pressure test the AST. On November 11, 2013, Eaton concluded that the AST leaks and recommended replacement.

In February 2014, D&H Petroleum and Environmental Services estimated the cost of repair of the AST at \$35,880.02.

Based on the low disparity in cost between repairing the existing AST and replacing it, the Agency feels that the new AST will provide the best value for the Agency's operations.

The date of the AST installation is 120 days after notice to proceed.

Funding is available in Equipment Replacement Reserve Fund Cash Balance.

ACTION REQUESTED:

Agency staff recommends the award of Bid '15/04/B to D&H Petroleum and Environmental Services Company of Albuquerque, NM, for the purchase and installation of a diesel fuel aboveground storage tank at the Caja del Rio Landfill in the amount of \$47,760.75.

The Agency also requests approval of a budget increase to 52501.570500 (Capital Outlay – Equipment and Machinery) from 5502.100700 (Equipment Replacement Reserve Fund Cash Balance) in the amount of \$47,760.75.

Attachments: Budget Adjustment Request (BAR)
Construction Agreement
D&H Petroleum and Environmental Services Company's Bid
RFB No. '15/04/B

M:\Memo\Memo.091114.5.docx

ATTACHMENT

Budget Adjustment Request

City of Santa Fe, New Mexico

BUDGET ADJUSTMENT REQUEST (BAR)

DEPARTMENT / DIVISION / SECTION / UNIT NAME SANTA FE SOLID WASTE MANAGEMENT AGENCY				DATE	
ITEM DESCRIPTION	BU / LINE ITEM	← (Finance Dept Use Only) →		INCREASE	DECREASE
		SUBLEDGER / SUBSIDIARY	DR / (CR)		
Equipment Replacement Fund	52502.700150	5500	DR	47,760.75	
Operating Fund	51500.600150	5502	(CR)	(47,760.75)	
C/O Equipment & Machinery	52501.570500		DR	47,760.75	
JUSTIFICATION: (use additional page if needed) --Attach supporting documentation/memo				TOTAL	47,760.75

BAR to increase Capital Outlay (C/O) Equipment and Machinery to purchase a Diesel Fuel Above-Ground Storage Tank from Equipment Replacement Reserve Fund Cash Balance (5502.100700).

Approved at JPB Meeting of September 18, 2014

Angelica G. Salazar _____ Date	CITY COUNCIL APPROVAL		Budget Officer _____ Date	
	City Council Approval Required <input type="checkbox"/>	City Council Approval Date <input type="text"/>		Finance Director _____ Date
	Agenda Item #: <input type="text"/>	City Manager _____ Date		
Randall Kippenbrock, P.E. Exec Director _____ Date				

ATTACHMENT
Construction Agreement

SANTA FE SOLID WASTE MANAGEMENT AGENCY
CONSTRUCTION AGREEMENT
(Above-Ground Storage Tank Removal and Installation - 2014)

This CONSTRUCTION AGREEMENT ("Agreement") is made and entered into by and between the Santa Fe Solid Waste Management Agency ("the Agency") and D&H Pump Service Inc dba D&H Petroleum and Environmental Services of Albuquerque, NM (the "Contractor") for the removal and installation of an above ground storage tank as described in RFB No. '15/04/B 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 RFB No. '15/04/B and all related Contract Documents, including Contractor's bid in response thereto, which is incorporated into this Agreement and attached hereto as Exhibit A.

2. STANDARDS OF PERFORMANCE; LICENSES

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

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

3. COMPENSATION

A. The Agency shall pay to Contractor in full payment for services rendered, including applicable gross receipts taxes, a sum not to exceed Forty-Seven Thousand Seven Hundred Sixty Dollars and Seventy-Five Cents (\$47,760.75).

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

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

D. Detailed statements containing reimbursement expenses, if any, shall be itemized.

4. APPROPRIATIONS

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

5. TERM AND EFFECTIVE DATE

A. This Agreement shall be effective when signed by the Agency and terminate on June 30, 2015, unless it is terminated sooner pursuant to Article 4 or Article 6 of this Agreement.

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 professional services for the Agency and are not employees of the Agency.

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

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

8. CONFIDENTIALITY

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

9. CONFLICT OF INTEREST

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

10. ASSIGNMENT; SUBCONTRACTING

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

Agreement without the Agency's prior written approval.

11. RELEASE

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

12. INSURANCE

A. Contractor, at its own cost and expense, shall carry and maintain in full force and effect during the term of this Agreement professional liability insurance of \$2,000,000 for each claim, comprehensive general liability insurance of \$2,000,000 for each occurrence and \$2,000,000 in general aggregate coverage for bodily injury and property damage liability, in a form and with an insurance company acceptable to the Agency. The Agency shall be named as an additional insured under the insurance policy, and the policy shall provide that the Agency will be notified no less than 30 days before the policy is cancelled for any reason. Contractor has furnished the Agency with a copy of a Certificate of Insurance or other evidence of Contractor's compliance with the provisions of this section as a condition of entering into this Agreement.

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

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

for each accident.

13. INDEMNIFICATION

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

14. NEW MEXICO TORT CLAIMS ACT

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

15. THIRD PARTY BENEFICIARIES

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

16. RECORDS AND AUDIT

Contractor shall maintain throughout the term of this Agreement and for a period of three years thereafter detailed records that indicate the date, time, and nature of services rendered. These

records shall be subject to inspection by the Agency, the City of Santa Fe Finance Department, and the State Auditor. The Agency shall have the right to audit the billing both before and after payment. Payment under this Agreement shall not foreclose the right of the Agency to recover excessive or illegal payments.

17. APPLICABLE LAW; CHOICE OF LAW; VENUE

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

18. AMENDMENT

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

19. SCOPE OF AGREEMENT

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

20. NON-DISCRIMINATION

During the term of this Agreement, Contractor shall not discriminate against any employee or applicant for an employment position to be used in the performance of the services Contractor undertakes pursuant to this Agreement on the basis of ethnicity, race, age, religion,

creed, color, national origin, ancestry, sex, gender, sexual orientation, physical or mental disability, medical condition, or citizenship status.

21. SEVERABILITY

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

22. NOTICES

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

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

CONTRACTOR: Mr. John Reaves
Sales Manager
D&H Petroleum and Environmental Services
4400 Anaheim NE
Albuquerque, NM 87113

23. WARRANTY

All construction, materials, workmanship, and services provided by Contractor shall be covered by a one year warranty, as indicated in the Contract Documents, including the Contractor's bid. The warranty shall begin when the Agency accepts deliverables from the Bidder. The warranty contract shall be solely with the Contractor and the Contractor shall be responsible for ensuring all warranty work is satisfactorily completed on any product under this

Agreement. The Contractor shall respond to all requests for warranty repair within three (3) hours of notification by the Agency.

24. 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:

Miguel Chavez
Chairperson

Date:

ATTEST:

Geraldine Salazar
Santa Fe County Clerk

CONTRACTOR:

John Reaves
Sales Manager
D&H Petroleum and Environmental Services

Date:

APPROVED AS TO FORM:

Justin W. Miller
Agency Attorney

Date:

ATTACHMENT

Bid

**D&H Petroleum and Environmental Services Company
Albuquerque, NM**

SANTA FE SOLID WASTE MANAGEMENT AGENCY

BID SUBMITTAL FORM
RFB No. '15/04/B

ABOVE-GROUND STORAGE TANK REMOVAL AND INSTALLATION
at the
CAJA DEL RIO LANDFILL

EXCEPTIONS TO SPECIFICATIONS

Bidder is required to return two (2) complete copies of these specifications, completely furnishing all information requested. All requested information, data, literature, drawings, etc. must be included with the bid submitted.

Bidder must check one of the following:

- a. ☒ All specifications, terms and conditions are met.
b. ☐ Exceptions have been taken and noted on attached sheet (s).

All variations and/or exceptions to the specifications must be documented, referencing applicable paragraph (s) and explained in detail. Attach as many pages as necessary. If no exceptions are taken, it will be assumed that the bid meets all specifications and terms and conditions as stated in this complete bid package. Failure to list exceptions may disqualify bid. Delivery of non-conforming goods is at the expense of the Bidder and/or other penalties.

All other specifications not detailed herein shall be as listed in the manufacturer's printed literature for the current standard model. Manufacturer's printed literature and specifications sheets shall be submitted with the bid.

Exceptions will not necessarily eliminate the bid. Agency staff shall determine acceptance or non-acceptance of exceptions. Unless otherwise noted and approved, it is assumed that delivery of the unit shall be as stated.

Signed submission of this bid represents that the Bidder has accepted all terms, conditions and requirements of the bid unless a written exception is made and, if awarded, the bid will represent the agreement between the parties. Additionally, by signing this bid, the Bidder warrants that there was no collusion of any kind in submission of this bid.

State name, address and phone number of nearest authorized maintenance representative:

D+H PETROLEUM
P.O. Box 92407, ALBUQUERQUE, NM. 87199
(505) 342-2024

WARRANTIES

Warranty required for material and workmanship for minimum of one year unless specified otherwise in these specifications. Warranties shall begin when the Agency accepts satisfactory installation of equipment from the Bidder. The warranty contract shall be solely with the Bidder and the Bidder shall be responsible for ensuring all warranty work is satisfactorily completed on any component of the unit. All details of warranties shall be included with the bid.

DELIVERY

Bids shall include all costs of delivery and installation of the aboveground storage tank and components at the Santa Fe Solid Waste Management Agency, Caja del Rio Landfill, 149 Wildlife Way, Santa Fe, New Mexico 87506. The above-ground storage tank and components shall be completely operational and ready for use.

Date of installation after notice to proceed:

120 calendar days.

Bidder shall include descriptive material such as plans, drawings, photographs, diagrams, illustrations, written descriptions and manufacturer's literature with specifications with the bid. Additional information or details may be required after the bid opening. Bids may be disqualified if such information is not adequate to make a reasonably informed decision as to qualify, design, capabilities, etc.

ADDITIONAL SUBMITTAL REQUIREMENTS

Bidder shall include Resident Veterans Preference Certification (Appendix A), if applicable.

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BID SHEET

RFB No. '15/04/B

ABOVE-GROUND STORAGE TANK REMOVAL AND INSTALLATION at the CAJA DEL RIO LANDFILL

Item	Description	Unit	Cost (\$)
1	Removal of Above Ground Storage Tank (AST).	Lump Sum	4,901. ⁶⁷
2	Inspection and Retrofitting of Existing Concrete Pad for Installation of New Tank.	Lump Sum	1500. ⁰⁰
3	New 6,000 Gallon Diesel Tank Meeting Detailed Specifications.	Lump Sum	19,263. ⁸⁷
4	Installation and Inspection of New Tank (Describe in #3) on Existing Pad (Described in #2).	Lump Sum	5,120. ⁰⁰
5	Installation and Inspection of Fueling System (New GasBoy Pump and Connection to Existing Veeder Root Monitoring System).	Lump Sum	10,711. ³³
6	Filing of All Permits and Applicable Fees.	Lump Sum	2,650. ⁰⁰

SUBTOTAL - BASE BID AMOUNT FOR ITEMS 1-6:

\$ 44,146.²⁷

NEW MEXICO GROSS RECEIPTS TAX

\$ 3,614.⁴⁸

TOTAL -- BASE BID PLUS NM GROSS RECEIPTS TAX

\$ 47,760.⁷⁵

The Santa Fe Solid Waste Management Agency reserves the right to alter quantities based on availability of budget. If this will alter the bid amount, the Bidder must note the percent increase for lesser quantities.

BIDDER'S INFORMATION

D&H Petroleum
Firm

P.O. Box 92407, Albuquerque, NM. 87199
Address

[Signature]
Authorized Signature

John REAVES
Print Name

SALES
Title

(505) 342-2024
Phone Number

Aug. 25, 2014
Date

jreaves@dhpump.com
E-Mail Address

(505) 342-2109
Fax Number

TWO COMPLETE COPIES OF THE BID SUBMITTAL IS REQUIRED

BID BOND

- A. KNOW ALL MEN BY THESE PRESENTS, THAT WE D&H Pump Service Inc. dba D&H Petroleum and Environmental Services, hereinafter called the PRINCIPAL, and the Argonaut Insurance Company, of P.O. Box 469011 San Antonio, TX 78246 a Corporation duly organized under the laws of the State of Illinois, and, authorized to do business in the State of New Mexico, hereinafter called the SURETY, as SURETY are held and firmly bound unto the Santa Fe Solid Waste Management Agency, hereinafter called the OBLIGEE, in the sum of Forty Six Thousand and no/100dollars (\$46,000.00) for the payment of which sum well and truly to be made, the said Principal and the said Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has submitted the accompanying bid, dated August 28, 2014, (Bid No. '15/04/B) for the Above-Ground Storage Tank Removal and Installation at the Caja del Rio Landfill, Santa Fe Solid Waste Management Agency, 149 Wildlife Way, Santa Fe, NM 87056.

- B. NOW, THEREFORE, if the Obligee shall accept the bid of the Principal and the Principal shall enter into a Contract with the Obligee in accordance with the terms of such bid, and give such bond or bonds as may be specified in the bidding or Contract Documents with good and sufficient surety for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof or in the event of the failure of the Principal to enter such contract and give such bond or bonds, if the Principal shall pay to the Obligee the difference not to exceed the penalty hereof between the amount specified in said bid and such larger amount for which the Obligee may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect.
- C. SIGNED AND SEALED THIS 13th DAY OF August, 2014.

WITNESS

Keicha Smith
WITNESS Keicha Smith

D&H Pump Service Inc. dba D&H Petroleum and Environmental Services

BIDDER
By: [Signature] (SEAL)

PRINCIPAL
Argonaut Insurance Company
By: [Signature]
SURETY
Kristin Hager, Attorney in Fact

TITLE

Argonaut Insurance Company
Deliveries Only: 225 W. Washington, 24th Floor
Chicago, IL 60606

United States Postal Service: P.O. Box 469011, San Antonio, TX 78246

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That the Argonaut Insurance Company, a Corporation duly organized and existing under the laws of the State of Illinois and having its principal office in the County of Cook, Illinois does hereby nominate, constitute and appoint:

R. F. Bobo, Jon Douglas Burnham, Angela P. Hyle, Timothy F. Kelly, John A. Martinez, Florence McClellan, Kristin Hager, and Keicha Ann Smith

Their true and lawful agent(s) and attorney(s)-in-fact, each in their separate capacity if more than one is named above, to make, execute, seal and deliver for, and on its behalf as surety, and as its act and deed any and all bonds, contracts, agreements of indemnity and other undertakings in suretyship provided however, that the penal sum of any one such instrument executed hereunder shall not exceed the sum of:

\$35,000,000.00

This Power of Attorney is granted and is signed and sealed under and by the authority of the following Resolution adopted by the Board of Directors of Argonaut Insurance Company:

"RESOLVED, That the President, Senior Vice President, Vice President, Assistant Vice President, Secretary, Treasurer and each of them hereby is authorized to execute powers of attorney, and such authority can be executed by use of facsimile signature, which may be attested or acknowledged by any officer or attorney, of the Company, qualifying the attorney or attorneys named in the given power of attorney, to execute in behalf of, and acknowledge as the act and deed of the Argonaut Insurance Company, all bond undertakings and contracts of suretyship, and to affix the corporate seal thereto."

IN WITNESS WHEREOF, Argonaut Insurance Company has caused its official seal to be hereunto affixed and these presents to be signed by its duly authorized officer on the 18th day of April, 2013.

by: _____

Joshua C. Betz, Senior Vice President

STATE OF TEXAS

COUNTY OF HARRIS SS:

On this 18th day of April, 2013 A.D., before me, a Notary Public of the State of Texas, in and for the County of Harris, duly commissioned and qualified, came THE ABOVE OFFICER OF THE COMPANY to me personally known to be the individual and officer described in, and who executed the preceding instrument, and he acknowledged the execution of same, and being by me duly sworn, depose and said that he is the officer of the said Company aforesaid, and that the seal affixed to the preceding instrument is the Corporate Seal of said Company, and the said Corporate Seal and his signature as officer were duly affixed and subscribed to the said instrument by the authority and direction of the said corporation, and that Resolution adopted by the Board of Directors of said Company, referred to in the preceding instrument is now in force.

IN TESTIMONY WHEREOF, I have hereunto set my hand, and affixed my Official Seal at the County of Harris, the day and year first above written.



Stephanie Gunderson

(Notary Public)

I, the undersigned Officer of the Argonaut Insurance Company, Illinois Corporation, do hereby certify that the original POWER OF ATTORNEY of which the foregoing is a full, true and correct copy is still in full force and effect and has not been revoked.

IN WITNESS WHEREOF, I have hereunto set my hand, and affixed the Seal of said Company, on the 13th day of August, 2014.

Sarah Heineman

Sarah Heineman, VP-Underwriting Surety

STATE OF NEW MEXICO

TAXATION AND REVENUE DEPARTMENT

RESIDENT BUSINESS CERTIFICATE

Issued to: D & H PUMP SERVICE INC
DBA: D & H PUMP SERVICE INC
PO BOX 92407
ALBUQUERQUE, NM 87199-2407

Expires:

7-Mar-2016

Certificate Number:

L1488114496

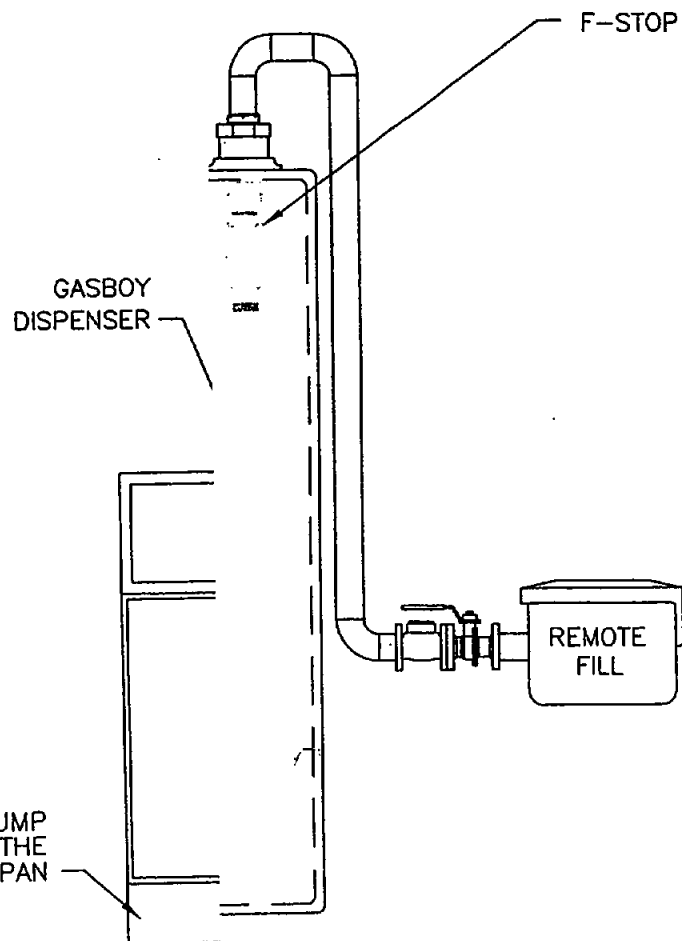
Demas Padilla

Demas Padilla, CPA, Cabinet Secretary

THIS CERTIFICATE IS NOT TRANSFERABLE

VEEDER-ROOT
INTERSTITIAL
SENSOR -

E EXISTING
PROBE



t No.

00X

8-25-14

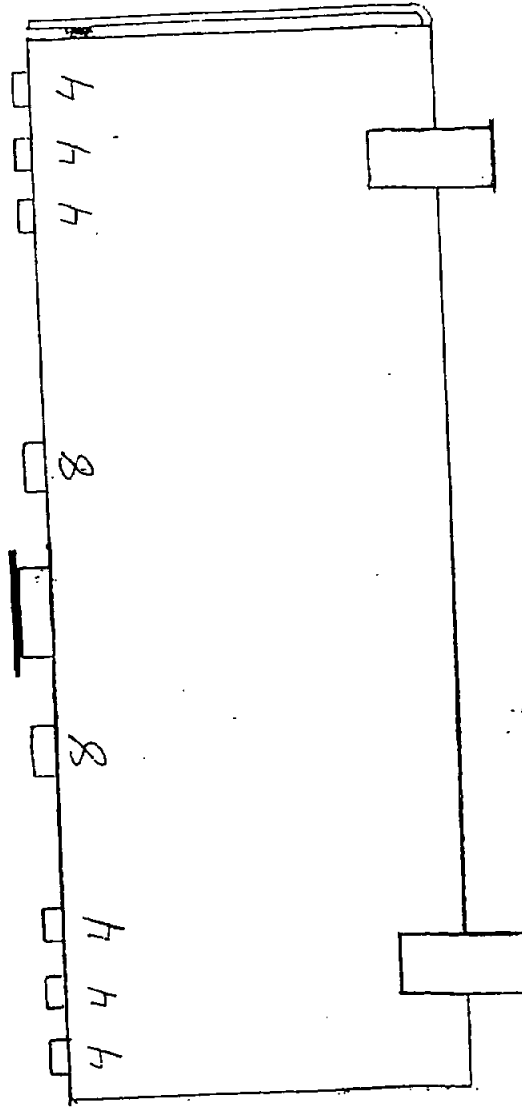
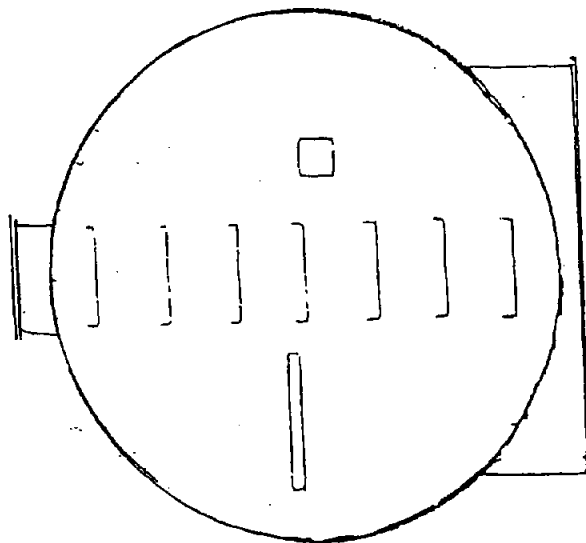
on Scroggin

**United
Pump
Supply**

4400 Anaheim Ave NE
Albuquerque, New Mexico
MAIN: (505)-342-2024
FAX: (505)-342-2109

Sheet No.

1 OF 1



N.T.S.

Tank Description	Material	Includes
6 000 Gallon 96" dia x 16' long UL 142 / F92; 360 degree double wall AST on saddles Approx wt 10 000 lbs	Inner Tank Braced heads A-36 Carbon Per UL / STI Outer Tank A-36 Carbon Per UL / STI	Lift Lugs 24" dia bolted manway unistrut standard lappings ladder rungs UL saddles

KOHLHAAS CORPORATION

Mike Alexis

Sales Representative

2212 First St NW, Albuquerque, NM 87102

PO Box 25723, Albuquerque, NM 87125

(505) 243-3766 • (800) 776-3766 • Telex 150000 KHAAS

PCC 300

U.S. Patents 5,647,412 - 7,673,658 - 7,921,884



3 Gal.

Pollution Control Corp. has been providing Oilfield and Industrial Containment systems since 1992. PCC has a diverse product line of Load Line Containment Systems, ranging from 3 to 29 gallon capacity. The containers are manufactured with UV resistant polyethylene and are available in three colors.

U.S. Patents
7,921,884 - 7,673,658 - 5,647,412
U.S. Patent Pending
Canadian Patents Pending

PCC 301

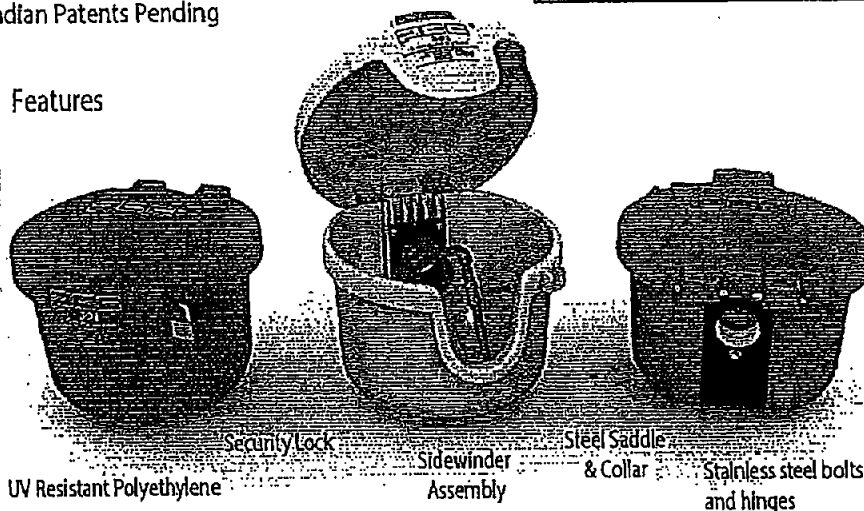
PCC 301

U.S. Patents 5,647,412 - 7,673,658 - 7,921,884



6 Gal.

Features





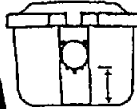
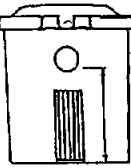
PCC 302

U.S. Patents 5,647,412 - 7,673,658 - 7,921,884



9 Gal.

Load Line Containment - Technical Specifications

Specifications	300	301	302	303
Distance from the ground to the bottom of a 3 inch collar	 4.75"	 7.5"	 7"	 17"
Capacity (Gal.)	3	6	9	29
Weight (lbs)	20	25	35	31
Height (in.)	13.5	16.5	19.5	30
Width (in.)	19.25	21.5	26	26
Front to Back (in.)	18.5	21.5	27.5	27.5
Sidewinder	Standard	Standard	Optional	Optional

*UPS charges are based on box size versus actual weight.

PCC 303

U.S. Patents 5,647,412 - 7,673,658

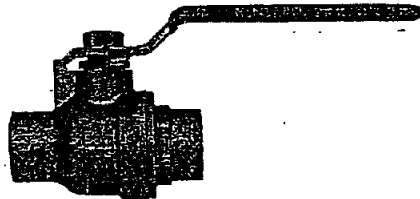


29 Gal.

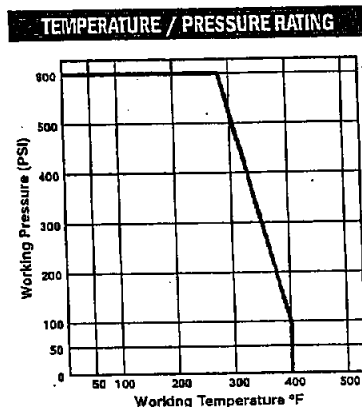
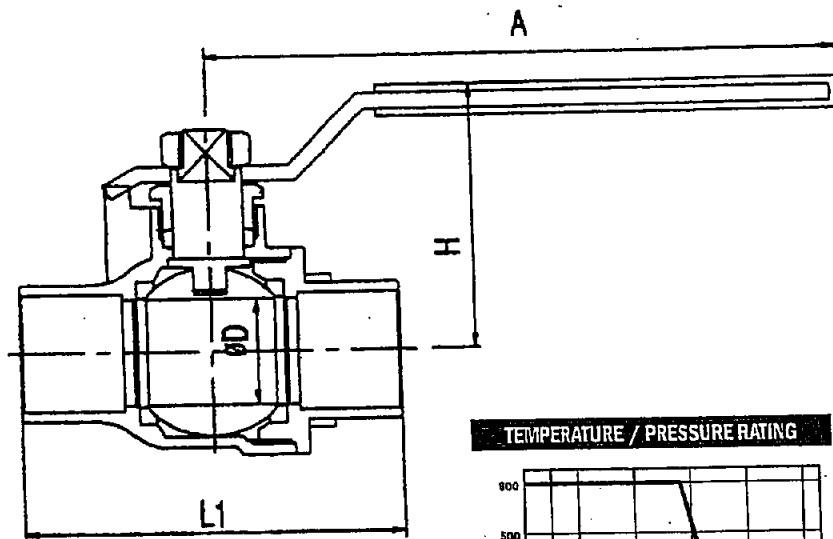
SUBMITTAL DATA SHEET

Ball Valves - Full Port
Ball Valve - 2032S

Copper Sweat x Copper Sweat



A.Y. McDonald Mfg. Co. Full Port Ball Valves are constructed of heavy duty brass and can be used with a full range of liquids and gases in commercial, industrial and residential applications. Full Port valves allow for maximum flow with minimum pressure drop.



Dimensions

Size	A	B	D	H
3/8"	1.60	1.44	.39	3.28
1/2"	1.91	1.52	.50	3.28
3/4"	2.73	1.95	.78	4.60
1"	3.28	2.11	.98	4.60
1 1/4"	3.74	2.57	1.25	5.23
1 1/2"	4.25	2.73	1.48	5.23
2"	5.27	3.43	1.95	7.80
2 1/2"	6.28	4.13	2.36	7.80
3"	7.10	4.49	2.89	7.80

Materials

No.	Part	Material
1	Nut	Steel
2	Handle	Steel
3	Stem Gland Screw	Brass
4	Stem Packing	Teflon
5	Stem	Brass
6	Body	1/2" - 1 1/2" Forged Brass 2" - 4" Cast Brass
7	Ball Disc Packing	Teflon
8	Ball	Chrome Plated Brass
9	End Plug	Forged Brass

SUBMITTAL INFORMATION

- 600 WOG, 150 WSP
- Sizes: 3/8", 1/2", 3/4", 1", 1 1/4", 1 1/2", 2", 2 1/2", 3"

- Blow out proof stem
- Solder ends comply to ANSI B16.18



Non-Potable
Use Only

NO-LEAD: The weighted average of the wetted surface of this no-lead product contacted by consumable water contains less than one quarter of one percent (0.25%) lead.



A.Y. McDonald Mfg. Co.
P.O. Box 508
Dubuque, IA 52004-0508

Toll Free: 1-800-292-2737
Fax: 1-800-832-9296
Hours: 7:00 a.m. - 5:00 p.m., CST

sales@aymcdonald.com
www.aymcdonald.com

A.Y. McDonald considers the information on this assembly drawing correct when published. Item and option availability, including specifications, are subject to change without notice.

Submitted by:

Model 246 Series Swing Check Valve

Designed to prevent backflow in horizontal piping systems. Swing check valves allow liquid to flow in a single direction.

Features

- Durable metal-to-metal seats
- Thermal expansion relief available in 25 or 50 PSI settings
- 200 PSI cold non-shock pressure limit
- 246DRF has 150# raised face flange connections

Construction Details

246A

- Brass body and cap
- Brass internal components
- Nitrile composite gasket
- Brass and Viton® expansion relief valve

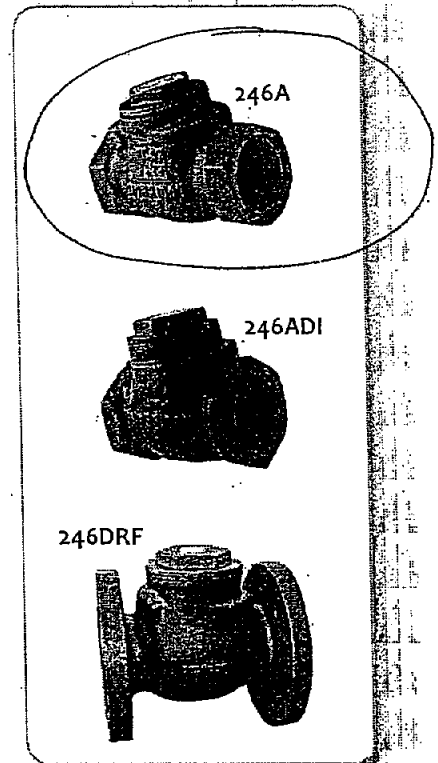
246ADI & 246DRF

- Ductile iron body and cap
- Ductile and stainless steel internal components
- Teflon® gasket
- Stainless steel and Viton® expansion relief valve

Model Number	A	B	C	D	E	F	G	H	Weight
246A-0100 AV	1½"	THD		BR	N/A	N/A	3.875	5.125	3.50
246A-0200 AV	2"	THD		BR	N/A	N/A	4.625	5.1875	6.0
246A-0400 AV	3"	THD		BR	N/A	N/A	6.5	7.25	13.20
246A-0500 AV	1½"	THD		BR	N/A	25	3.875	5.125	3.50
246A-0600 AV	2"	THD		BR	N/A	25	4.625	5.1875	6.0
246A-0800 AV	3"	THD		BR	N/A	25	6.5	7.25	13.20
246A-2100 AV	1½"	THD		BR	N/A	50	3.875	5.125	3.50
246A-2200 AV	2"	THD		BR	N/A	50	4.625	5.1875	6.0
246A-2400 AV	3"	THD		BR	N/A	50	6.5	7.25	13.20
246ADI0150 AV	1½"	THD		DI	TEF	N/A			5.50
246ADI0200 AV	1½"	THD		DI	TEF	25			5.50
246ADI0250 AV	1½"	THD		DI	TEF	50			5.20
246ADI0500 AV	2"	THD		DI	TEF	N/A	4.625	5.1875	5.50
246ADI0600 AV	3"	THD		DI	TEF	N/A	6.5	7.25	12.50
246ADI0300 AV	2"	THD		DI	TEF	25	4.625	5.188	5.50
246ADI0400 AV	3"	THD		DI	TEF	25	6.5	7.25	12.50
246ADI0900 AV	2"	THD		DI	TEF	50	4.625	5.188	5.20
246ADI0800 AV	3"	THD		DI	TEF	50	6.5	7.25	12.50
246DRF0100 AV	3"	FL	4	DI	TEF	N/A	8.5625	8.3125	26.75
246DRF0200 AV	3"	FL	4	DI	TEF	25	8.5625	8.3125	26.75
246DRF0300 AV	3"	FL	4	DI	TEF	50	8.5625	8.3125	26.75
246DRF0400 AV	4"	FL	8	DI	TEF	N/A	11.75	11.5	71.0
246DRF0500 AV	4"	FL	8	DI	TEF	25	11.75	11.5	71.0
246DRF0600 AV	4"	FL	8	DI	TEF	50	11.75	11.5	71.0

3" 246DRF: 4 - ¼" Diameter Holes on a 6.00" B.C.
4" 246DRF: 8 - ¼" Diameter Holes on a 7.5" B.C.

SPECIFICATION SHEET



SPECIFICATION OPTIONS:

A—Size
B—Threaded (THD), Flanged (FL)
C—Number of bolt holes
D—Brass (BR), Ductile iron (DI), Aluminum (AL)
E—Teflon (TEF)
F—Expansion relief setting (PSI)
G—Height of valve (inches)
H—Length of valve (inches) face to face
Weight—Shipping weight (lbs)

Flange gaskets, nuts, bolts and washer available.

Model 244 Emergency Vents | 8-inch

UL Listed Emergency vent (pressure relief only) used on aboveground storage tanks, as a code requirement, to help prevent the tank from becoming over-pressurized and possibly rupturing if ever exposed to fire. Vent must be used in conjunction with a "normal vent." Correct application of this vent requires proper vent size and selection for the tank system in order to meet the specific venting capacity.

Code Compliance

API 2000; International Fire Code; National Fire Code of Canada; NFPA 1, 30, 30A, 31, 37, 110; PEI RP200; PEI RP800; Underwriters Laboratories Inc. UL-142, UL-2085, UL-2244; Underwriters Laboratories of Canada CAN/ULC S601-07, CAN/ULC S602-07, CAN/ULC S652-08.

Additional References

NFPA 30, UL 142, Morrison Venting Guide.

LD Number	A	B	C	D	E	F	G	Diameter	Height	Weight
244O-0600 AV	8	504,818		8	I	A	AL	11	4.6	33
244O-0600AVEVR	8	504,818		8	I	B	AL	11	4.6	33
244O-0700 AV	8	504,818		16	I	A	AL	11	5.8	62
244O-0700AVEVR	8	504,818		16	I	B	AL	11	5.8	62
244OI-0600 AV	8	504,818		8	I	A	I	11	4.6	30
244OF-0100 AV	8	504,818	F	8	I	A	AL	11	3.3	33
244OF-0100AVEVR	8	504,818	F	8	I	B	AL	11	3.3	33
244OF-0200 AV	8	504,818	F	16	I	A	AL	11	4.5	67
244OF-0200AVEVR	8	504,818	F	16	I	B	AL	11	4.5	67
244OM-0600 AV	8	504,818	M	8	I	A	AL	11	5.8	34
244OM-0600AVEVR	8	504,818	M	8	I	B	AL	11	5.8	34
244OM-0700 AV	8	504,818	M	16	I	A	AL	11	6.9	63
244OM-0700AVEVR	8	504,818	M	16	I	B	AL	11	6.9	63
244OMB0700 AV	8	504,818	M	16	I	A	AL	11	6.9	63
244OMBSP0600 AV	8	504,818	M	8	I	B	AL	11	5.8	34
244OMI0600 AV	8	504,818	M	8	I	A	I	11	5.8	42
244OMI0700 AV	8	504,818	M	16	I	A	I	11	6.9	71

Flange = 14" OD, eight (8) .88" Diameter holes on 11.75" diameter B.C.

SPECIFICATION OPTIONS:

A—Size: 8"
 B—Venting Capacity/CFH (in 1000's)
 C—Mounting Connection: Female N.P.T. (BLANK); Male N.P.T.(M); Flanged (F);
 D—Pressure Settings: 8, 16 oz/in². Pressure Required to Open Vent.
 E—Cover: Cast Iron Powder Coated (I)
 F—Seat Material: O-Ring Viton A (A) or Viton B (B)
 G—Body Material: Aluminum (AL) or Iron (I)
 Diameter—Dimension Across Vent
 Height—Dimension From Base to Top When Closed
 Weight—Shipping Weight
 Bolt—Zinc plated steel

SPECIFICATION SHEET

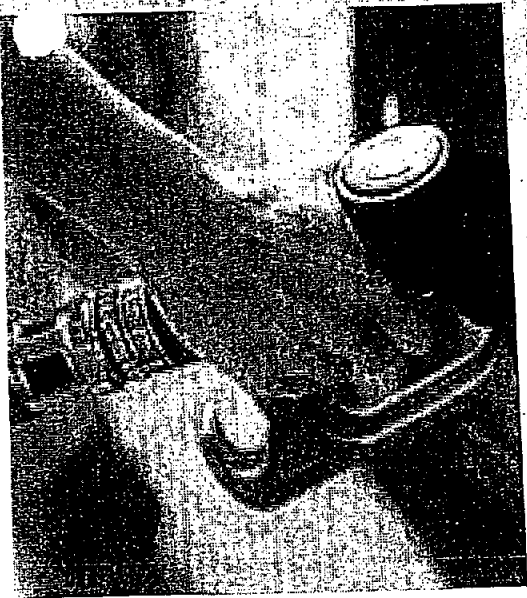


WARNING: DO NOT FILL OR UNLOAD FUEL FROM A STORAGE TANK UNLESS IT IS CERTAIN THAT THE TANK VENTS WILL OPERATE PROPERLY. Morrison tank vents are designed only for use on shop fabricated atmospheric tanks which have been built and tested in accordance with UL 142, NFPA 30 & 30A and API 650 and in accordance with all applicable local, state, and federal laws. In normal operation, dust and debris can accumulate in vent openings and block air passages. Certain atmospheric conditions, such as a sudden drop in temperature, below freezing temperatures, and freezing rain can cause moisture to enter the vent and freeze which can restrict internal movement of vent mechanisms and block air passages. All storage tank vent air passages must be completely free of restriction and all vent mechanisms must have free movement in order to insure proper operation. Any restriction of airflow can cause excessive pressure or vacuum to build up in the storage tank which can result in structural damage to the tank, fuel spillage, property damage, fire, injury, and death. Monthly inspection, and immediate inspection during freezing conditions, by someone familiar with the proper operation of storage tank vents, is required to insure venting devices are functioning properly before filling or unloading a tank.

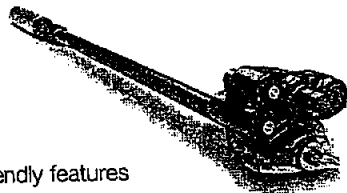
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The Red Jacket Submersible Turbine Pump

Advanced environmental protection,
serviceability, safety and flow



VEEDER-ROOT



Environmentally friendly features

The Red Jacket Submersible Turbine Pump has been specifically designed to eliminate spills that can occur during service, and to integrate with Veeder-Root industry leading leak detection systems.

Service spill elimination

Innovative Check Valve design. The Check Valve on the Red Jacket Submersible Turbine Pump has been designed so that it can be raised, providing a larger path to depressurize the line and return fuel to the tank, eliminating the potential for

Spill-free extractable

When the two nuts holding the extractable in place are backed off, the o-ring seals are automatically broken, releasing pressure in the pump and the non-isolated line, draining fuel back into the tank. This simple feature helps eliminate potential human error that could cause service spills, protecting the environment from fuel contamination, and site owners from related liability.

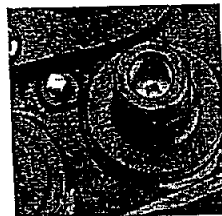
Vacuum monitoring applications

Red Jacket Vacuum Sensor Siphon System

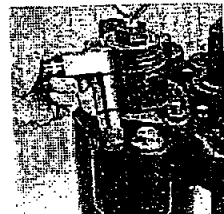
The Red Jacket Vacuum Sensor Siphon System is a monitoring-grade siphon system. It is designed specifically for use in vacuum monitoring applications, and to integrate with Veeder-Root vacuum sensors. The pump offers two siphon system ports. The Red Jacket Vacuum Sensor Siphon System incorporates a redesigned one-piece rubber Check Valve with an in-line filter screen that reduces the clogs and failures that can cause false alarms and downtime in vacuum monitoring applications.

Line leak detection

Veeder-Root/Red Jacket industry leading pressurized line leak detection (PLLD) provides environmental compliance without the fuel flow restrictions of mechanical (MLLD) or electronic (ELLD) systems.



Check Valve pressure release



Red Jacket Vacuum Sensor Siphon System

Innovative technology delivers the easiest and safest pump to install and service

The Red Jacket Submersible Turbine Pump incorporates a range of innovative new features that keep the safety of service technicians and service related costs to mind. If you're concerned about rising labor costs and the safety of your workforce, you need to take a look at The Red Jacket Submersible Turbine Pump.

Yoke assembly: quick, simple and safe electrical connections

Current safety practice when servicing existing submersible pumps requires turning off the circuit breaker, backing off the bolts by up to one inch, and then manually pulling the electrical yoke connection apart. When service is complete, the technician has to force the connection back in place.

With The Red Jacket Submersible Turbine Pump you turn off the circuit breaker, then simply back off the two nuts holding the extractable in place and the yoke electrical connection is broken. After service is complete, the electrical circuit reconnects when the two nuts are retightened. Safe, simple and easy.

Extractable: easy to install and service

The Red Jacket Submersible Turbine Pump design incorporates industrial die springs that break loose the o-ring seals when the nuts holding the extractable in place are removed. No physical effort or special equipment is required to break the seal, unlike competitive systems that can require considerable force.

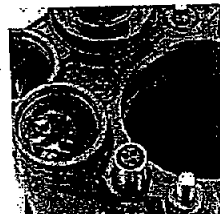
In addition, all connected parts have been moved to the manifold, so there is no need to remove parts, leak detectors or siphons when service or upgrades require removing the extractable.

Manifold allows for vertical or horizontal discharge

The Red Jacket Submersible Turbine Pump has been designed for vertical product discharge, but with adequate swinging radius to allow for the addition of an elbow to accommodate a side discharge. In fact, the discharge is now located higher on the manifold so that a side discharge is on the same plane as the rest of the pump.

Built-in contractor's box

The electrical connection housing (Contractor's Box) is built into the manifold of The Red Jacket Submersible Turbine Pump, and is completely isolated from the fuel path. Unlike existing systems, there is no adjustment required to fit the yoke, making this pump the easiest to install.



Pre-installed capacitor and simple electrical connections

Save time, lower service costs

Service technicians will appreciate how the pump saves time and effort. They'll also appreciate how the electrical connections on the yoke assembly make installation and service a much safer process. Site owners will appreciate the savings in service and upgrade costs.

The best performance

The Red Jacket Submersible Turbine Pump delivers the flow performance and reliability you've come to expect from the industry leader.

Flow fuels profits

The Red Jacket Submersible Turbine Pump has the lowest pressure drop across the packer manifold, optimizing flow with any sized motor that meets the site requirements. This results in more flow at discharge as site owners can maximize flow and profits.

Protect the environment.

Protect your workforce and budget.

Specifications

Designed for Hazardous Location:

Class 1, Group D atmospheres

Quick-Set Adjustment Range:

RJ 1 = 74.5" - 105"*

RJ 2 = 104.4" - 165"

RJ 3 = 164" - 225"

*Assumes 1.5 HP

Agency Listing:

UL

cUL

ATEX Certified

4" Horsepowers Available:

3/4 HP, 60 HZ, 1-phase

3/4 HP, 50 HZ, 1-phase or 3-phase

1 1/2 HP, 60 HZ, 1-phase

1 1/2 HP, 50 HZ, 1-phase or 3-phase

X3, 60 HZ, 1-phase

4, 50 HZ, 1-phase or 3-phase

4 HP, 60 HZ, 1-phase

Siphon Ports:

2 available, 1/4" NPT. Vacuums generated up to 25 in Hg.

Fuel Compatibility:

Diesel

100% Gasoline

80% Gasoline with 20% TAME, ETBE, or MTBE

0-100% Ethanol

0-100% Methanol

Line Pressure Port:

1 Available. 1/4" NPT

Vent Port:

1 Available. 1/4" NPT

Just part of the solutions offered by the Flow Resource at Red Jacket

We offer a range of solutions, including leading pump technologies for both new installations and upgrades, manifolded pumping systems for increased uptime and product availability, and the industry's leading tank monitoring and leak detection systems.

All with the desired purpose of delivering greater profitability and reliability to our customers.

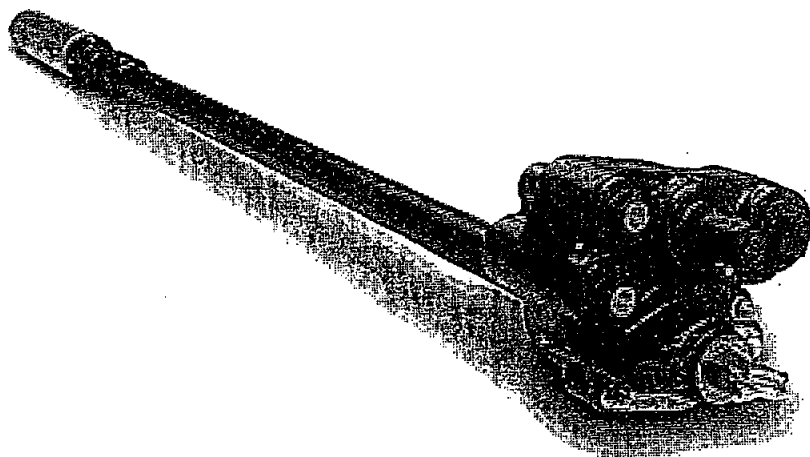
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Model 710 Solenoid Valve (Normally Closed)

SPECIFICATION SHEET

Normally closed solenoid valves are used to help prevent the accidental siphoning of a product from a tank in the event of a leak downstream below the liquid level. They are generally installed on the dispensing side of a fuel system pipeline. The valve opens upon the receipt of an electronic signal such as when a dispenser or pump is switched to the 'on' position.

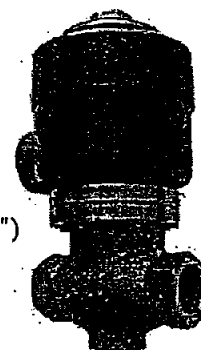
Features

- Normally closed, hung piston design
- Operates at 120 volts AC (24, 208, 220, 240, & 480 volts AC, and 12, 24, and 48 volts DC also available)
- Includes a continuous duty Class H standard coil. Other options are available
- Install in a horizontal pipeline in the upright vertical position
- Zero pressure differential
- Integral thermal relief allows the valve to relieve expansion pressure in the opposite direction of flow
- Enclosure is watertight and rated for hazardous locations—NEMA 3, 4X, 7 and 9; groups C and D
- Several optional coil voltages available
- Recommended for use with liquids having a maximum viscosity of 60 centistokes
- A strainer with a 100 mesh screen is recommended at the valve inlet
- **710** has a cast bronze body
- **710MO** has manual override feature. Available in sizes ranging from $\frac{3}{4}$ " to 2" for operation during a power outage
- **710SS** has a stainless steel body

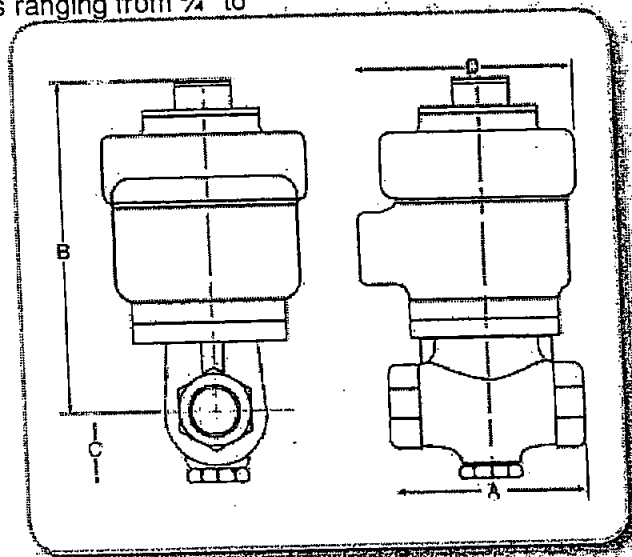
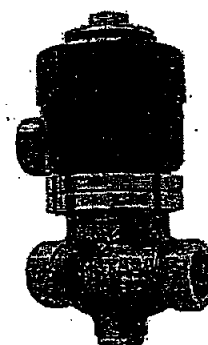
Certifications & Listings

CSA approved for hazardous locations. Class I, Groups C and D; Class II, Groups E, F and G; Class III; T3C

710 ($\frac{3}{4}$ ")



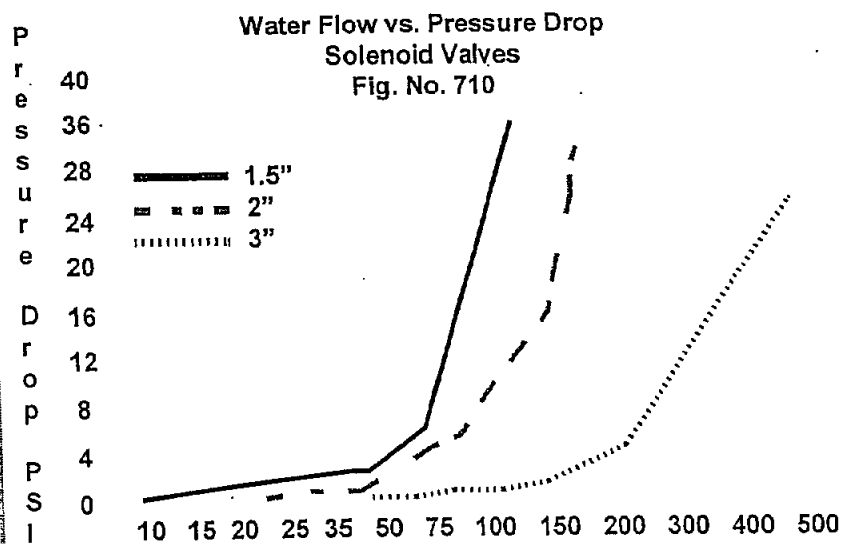
710SS (1")



Item numbers, dimensions, and water flow vs. pressure drop chart on next page...

Model 710 Solenoid Valve (Normally Closed) (continued)

I.D. Number	Size (NPT)	Seal Material	Orifice Size (inches)	CV	Operating Pressure Differential (P.S.I.)		Fluid Temp (Max) (Deg. F)	Power Consumption (Watt)	Ship Wt. (lbs)	Gen. Dimensions (inches)			
					Min.	Max.				A	B	C	D
710-0075 1V	.75"	Viton®	.75"	7	0	105	302	30	11.0	4.0	5.90	1.50	4.38
710-0100 1V	1"	Viton®	1.00"	12	0	105	302	30	13.0	4.8	6.25	1.75	4.38
710-0150 1V	1.5"	Viton®	1.25"	17	0	105	302	30	16.0	5.4	6.90	2.00	4.38
710-0200 1V	2"	Viton®	1.50"	27	0	105	302	30	21.0	5.9	7.00	2.25	4.38
710-0300 1V	3"	Viton®	3.00"	94	0	45	302	48	44.0	8.8	9.50	4.50	4.38
710MO-0075 1V	.75"	Viton®	.75"	7	0	105	302	30	12.0	4.0	5.9	1.50	4.38
710MO-0100 1V	1"	Viton®	1.00"	12	0	105	302	30	14.0	4.8	6.25	1.75	4.38
710MO-0150 1V	1.5"	Viton®	1.25"	17	0	105	302	30	17.0	5.4	6.90	2.00	4.38
710MO-0200 1V	2"	Viton®	1.50"	27	0	105	302	30	22.0	5.9	7.00	2.25	4.38
710SS-2100 1V	1"	Teflon®	1.00"	12	0	105	356	30	15.0	4.8	6.25	1.75	4.38
710SS-2150 1V	1.5"	Teflon®	1.25"	17	0	105	356	30	16.0	5.4	6.90	2.00	4.38
710SS-2200 1V	2"	Teflon®	1.50"	26	0	105	356	30	21.0	5.9	7.00	2.25	4.38
710SS-3300 1V	3"	Teflon®	3.00"	93.6	0	45	356	48	44.0	8.8	9.50	4.50	4.38
710SS-0300 1V	3"	Viton®	3.00"	93.6	0	45	302	48	44.0	8.8	9.50	4.50	4.38



Technical Data—The water flow vs. the pressure drop for each of the three sizes of the Fig 710 solenoid valve is shown in the following graph.

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MORRISON BROS. CO.

The Veeder-Root Advantage

“Finally, a steel tank sensor that indicates proper installation.”

“I need a steel tank sensor compatible with my existing interstitial riser.”

Veeder-Root's PSIS fits properly in Scheduled 40 risers for easy removal at inspection.

Problem Solved.



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P/N 576047-208 Rev. A

Position Sensitive Interstitial Sensor (PSIS) for Steel Tanks

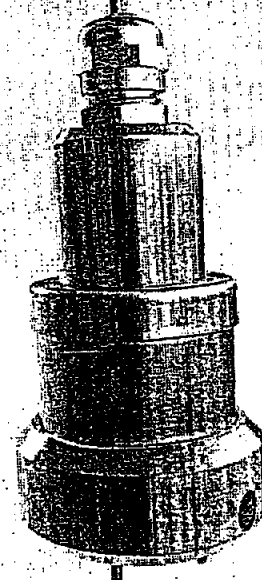
Veeder-Root's PSIS is designed specifically to meet regulations requiring position sensing and liquid detection technology.

Key Benefits

The PSIS alarms when the sensor is improperly positioned, or when liquid activates the float, providing you the protection you deserve.

Key Features

- Compatible with existing Veeder-Root the TLS monitoring systems with interstitial monitoring capability
- Detects the presence of liquid in the interstice of the double-wall tank
- Activates visual and audible alarms on TLS monitoring system, when programmed accordingly
- User-defined labeling for installation location identification
- Alarm history retrieval via printer, serial commands or graphical user interface (GUI), when applicable
- Improves annual inspection time
- UL and cUL listed
- National Work Group listed
- Meets North Carolina UST Steel Tank regulation 15A NCAC 02N.0901



Specifications

Form No. 794380-333

Description:

Position Sensitive Interstitial Sensor (PSIS) for steel tanks

Compatible Liquids:

- 100% Gasoline, Bio-Diesel, Diesel, Kerosene, Jet Fuel, Aviation Gas, and Oil
- Gasoline with up to 85% Ethanol,

Temperature Rating:

Storage: -40°F to +167°F / -40°C to +75°C
Operating: -4°F to +140°F / -20°C to +60°C (hydrocarbons)
0°F to +158°F / 0°C to +70°C (non-freezing water)

Cable length: 15 feet

Dimensions: 3.50" high, 1.75" diameter

Applications: Schedule 40 riser with 1.8" I.D. or greater

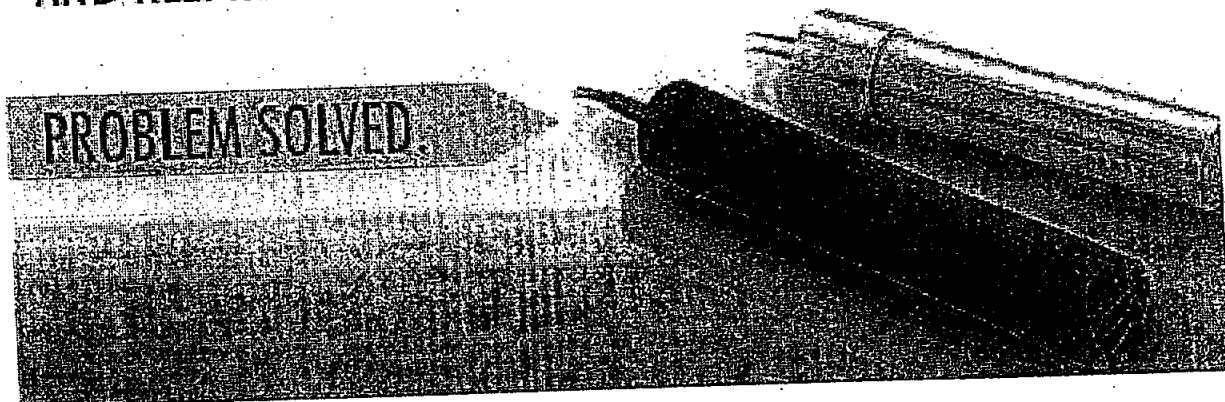
TLS Compatibility:

TLS-450 Series, TLS4 Series, TLS-350 Series, TLS-300 Series



VEEDER-ROOT

**"I NEED TO KNOW MY SUMPS ARE BEING MONITORED
AND KEEPING ME COMPLIANT."**



- Description
- Benefits
- Specs
- Documents

- Related Information

Prevent serious product loss, safety and environmental issues by quickly detecting leaks in dispenser and containment pans. Veeder-Root's Solid State Dispenser Pan and Containment Sump Sensors detect and pinpoint leaks so you can act swiftly and efficiently to avoid costly problems.

Key features:

- Audible alarm (Fuel Alarm, Sensor Out), a displayed message and printed message on the TLS-350R and TLS-350
- Recorded as part of the TLS-350R and TLS-350 Alarm History Report
- Durable and accurate with no moving parts to wear out or stick
- Withstands harsh, even icy conditions

Key benefits:

- Detects and pinpoints leaks quickly, accurately
- Audible and displayed alarm is triggered when liquid reaches 1.0" high on both Dispenser Pan and Containment Sump Sensors
- Durable and accurate with no moving parts to wear out or stick
- Withstands harsh, even icy conditions

Ask about other applications for this product:

Product Categories

TLS Automatic Tank Gauge Systems | Red Jacket Submersible Systems | Line Leak Detection Systems | Enhanced Vapor Recovery Solutions | Meter Registers | Fuel Management Services

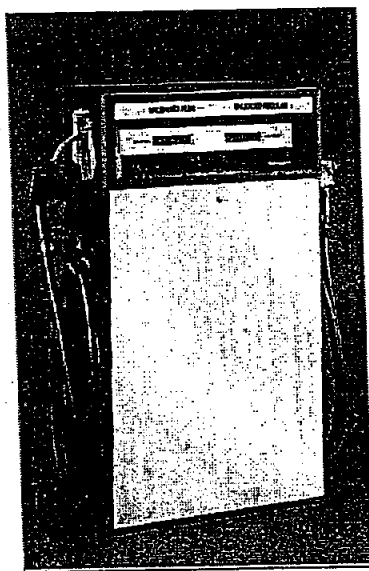
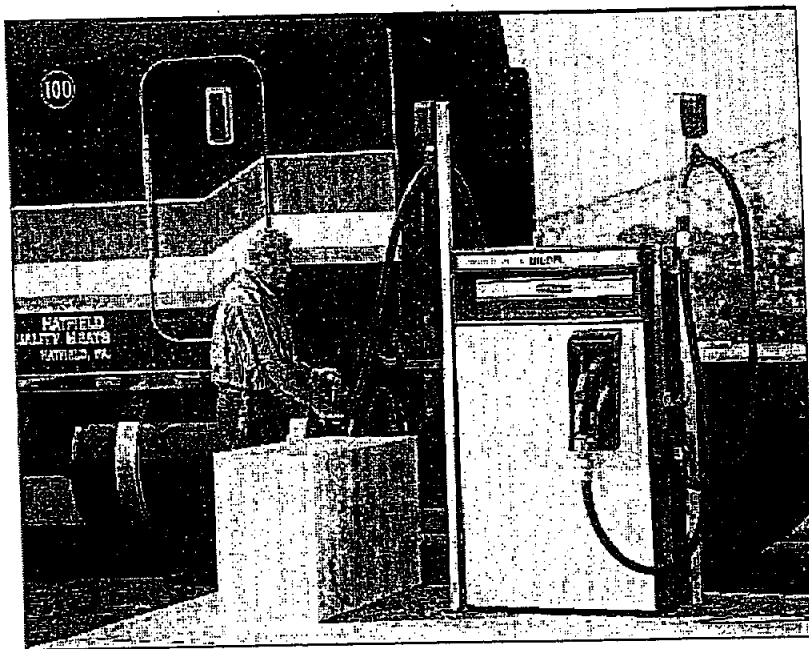
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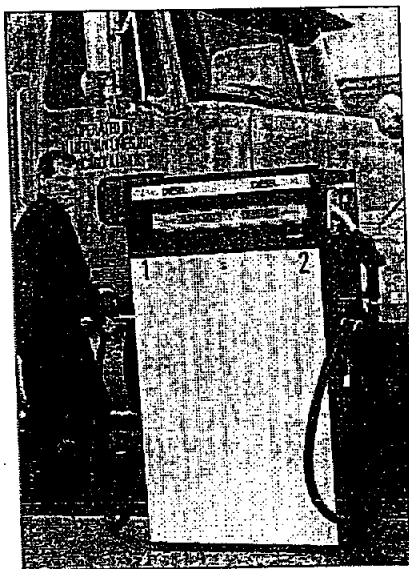


9800Q Series

Electronic Registration Fleet Dispensers



Single with standard side-load nozzle boot for easy access from both sides of the fueling island



Twin with front-load nozzle boot option for convenient access for lane-oriented fueling applications

- Heavy-duty, reliable dispensing equipment designed specifically for the demanding requirements of fleet fueling
- Wide range of models allows you to match the equipment to the job, not the job to the equipment
- 15 to 50 GPM (57 LPM to 188 LPM) models
- Suction pumps or remote dispensers
- Single or twin hoses
- Large 1" (2.5 cm) backlit LCD display provides easy viewing
- Simple reliable electronics mean low maintenance
- Weights and Measures sealable for the resale of fuel
- Direct connection to Gasboy CFN Systems eliminates purchase of separate CFN Pump Control Unit
- Selectable pulse/unit output for connection of Series 1000 or other fuel control systems
- Factory-equipped, top-mounted TopKAT fuel management system option for plug and play fuel control
- Ethanol, methanol, and biodiesel compatible remote dispensers
- Large choice of accessories - high hose refractors, vapor recovery, filters, etc.

9800Q Series Standards and Specifications

STANDARD FEATURES

Cabinet

Finish: Top and sides painted black. Front and back panels painted white or specify color. Black bezel with black acrylic graphic overlay on dial face.
Construction: Panels are hot-dipped galvanized steel panels for rust resistance. Polycarbonate bezel.

Registers

Volume only (gallons or liters) displays. 1" (2.5 cm) backlit LCD displays. Maximum 999,000 gallons or 999,000 liters (9850A models: 999,000 gallons or 999,000 liters). Displays both front and back of cabinet, except models with front load nozzle boot option only display on side with corresponding nozzle boot.

Totalizer

Displayed on LCD by magnetic switch activation. Reads up to 999,999. Battery-backed.

Pulser

Dual phase 1000:1 with error detection.

Meter

Four-piston, positive displacement. Tested and calibrated for accuracy at any speed or pressure. (9850Q Series: six-step, rotary motion, positive displacement meter.)

Pump

Suction pump models. Quiet, efficient, rotary pump. Air eliminator built into pump casing. (9850Q has separate air eliminator.)

Motor

Suction pump models. 3/4 HP continuous duty motors.

Voltage and Frequency

Pump motor: 115/230VAC, 60 Hz; 50 Hz optional. Electronic register: 115VAC, 60 Hz; 230VAC and 50 Hz optional.

DC Conduit ("D")

Provides DC conduit and junction box in lower cabinet for wiring connections to fuel control systems.

Union Connect

1 1/2" (3.8 cm) NPT. Unions provided. (9840Q and 9850Q models: 2" (5 cm) NPT.)

Maximum Working Pressure

50 psi.

Actual Dimensions

52 5/8" H x 29 1/16" W x 18 3/8" D
(133.7 cm x 73.8 cm x 46.7 cm)
Front load nozzle boot option extends out from base:
nozzle boot only - 6" (15.2 cm); nozzle boot w/
nozzle - 10" (25.4 cm).

Packaging Dimensions

Standard: 67"H x 38"W x 25"D
(170 cm x 97 cm x 64 cm)
Front Load: 67"H x 38"W x 37"D
(170 cm x 97 cm x 64 cm)

APPROVALS

UL Listed. FCC. Sealable by U.S. Weights and Measures for the resale of fuel for applications involving the contracted periodic billing of the fuel dispensed.

Options

Note: The options model number suffix is shown in quotes within the parentheses (e.g., model number 9850Q-DS indicates equipped with satellite piping option).

Display Battery Backup ("B")

For reselling applications only. Displays the last transaction for 15 minutes after power failure. Includes heater for cold temperatures.

Front Load Nozzle Boot ("Z")

Relocates standard side-oriented nozzle boot to front of cabinet for lane-oriented fueling applications.

Internal Filter Adapter ("F")

Provides adapter inside the cabinet for a filter element to help ensure product purity. Specify standard or high flow and element type. Not available for 9840Q-D Series.

Satellite Piping ("S")

Provides internal piping and union for connecting to a satellite dispenser for convenient fueling of saddle tanks. Available on remote dispensers and 9850A-D.

Slowdown Valve ("PP")

Reduces delivery to a slow flow for accurate preset shut-off by fuel control systems. Standard on dispenser models and 9852QTW1-D.

Stainless Steel Panels

Provide durable finish. All stainless steel panels ("SS"). Stainless steel front and back panels only ("SSA"). Stainless steel top and sides only ("SSTS").

TopKAT Mounting Kit ("D9")

Includes DC conduit, junction box and pump-mounting hardware for the TopKAT fuel management system.

Liter Measure ("R")

Displays volume in liters.

230VAC Power ("2")

230VAC register electronics for international locations.

50 HZ Power ("5")

50 Hz register electronics for international locations.

380VAC Power ("3")

380VAC, three-phase motor operation and 230VAC register electronics for international locations. Not available on 9850A or any 9852Q models.

ACCESSORIES

Aboveground Tank Kits

Required for aboveground tank suction pump installations to prevent product from leaking from the air eliminator vent. Use Pressure Regulating Valve for 9852Q-D, 9853Q-D, 9852QTW1-D, 9852QTW2-D and 9853QTW2-D models. TW2 models require two valves. Use Aboveground Tank Kit for 9850A-D, 9840Q-D, 9853QHC-D and 9853QTW1M-D are not recommended for use with aboveground tanks.

Card System Interface - CFN

RS485 interface for direct connection to Gasboy CFN System.

Card System Interface - Pulse Output

Selectable pulse/gallon outputs for Gasboy Series 1000, FleetKey and other fuel control systems.

Filter Kits - External

Help ensure product purity. Single or dual elements kits for high flow. Standard, methanol or hydrosorb elements are available.

Light

Illuminates product panels and register areas. Two fluorescent bulbs. Specify 115V or 230V.

Submersible Pump Direct Drive Relay

For the direct drive of submersible pumps up to \approx hp at 115VAC or 1-1/2 hp at 230 VAC. Alternative to external relay box. Specify single or twin relays.

Totalizer - Mechanical

Mechanical non-resettable totalizer. Located on side panel. Reads up to 999,999.9. Required for resale applications.

Vapor Recovery

Complete vapor recovery kits or special nozzle boot and hanger only. Field installation required.

Other Options

Internal and high hose retractors, automatic nozzles, swivels, breakaway connectors, special length hose and shear valves.

Warning

Gasboy products must be installed by a qualified installer and used in conformance with all building, fire, and environmental codes and other safety requirements applicable to their installation and use, including, but not limited to, NFPA 30, NFPA 30A, and NFPA 70. Gasboy dispensers shall not be used for the direct fueling of aircraft without filters, separators, and other equipment necessary to ensure product purity. All sales subject to Gasboy standard warranty.

Alternative Fuel Compatibility¹

Gasboy® brand products are manufactured to meet all required standards. At this time, there are no UL or other standards for dispensers or pumps using E85 or M85 fuels. We have requested UL to develop and test a standard for dispensers that use these fuels. Until such a standard is developed, Gasboy cannot state that its products are certified for E85 and M85 fuels. We can note, however, that Gasboy products have been used effectively to dispense E85 and M85 fuels for the past several years.

Model No.	Single/ Twin	1 or 2 Products	Max. GPM (LPM) ^a	Motor(s) ^{**}	Solenoid Valves	Hose(s)
Suction Pumps¹						
9852Q-D	Single	1	Up to 15 (57)	(1) 1/4 HP	None	(1) 1/2" x 12' (1.9 cm x 3.7 m)
9852QTW1-D	Twin	1	Up to 15 (57)	(1) 1/4 HP	3/4" (1.9 cm)	(2) 1/2" x 12' (1.9 cm x 3.7 m)
9852QTW2-D	Twin	2	Up to 15 (57)	(2) 1/4 HP	None	(2) 1/2" x 12' (1.9 cm x 3.7 m)
9853Q-D	Single	1	Up to 22 (83)	(1) 1/2 HP	None	(1) 1" x 12' (2.5 cm x 3.7 m)
9853QTW1M-D	Twin	1	Up to 22 (83)	(2) 1/2 HP	None	(2) 1" x 12' (2.5 cm x 3.7 m)
9853QTW2-D	Twin	2	Up to 22 (83)	(2) 1/2 HP	None	(2) 1" x 12' (2.5 cm x 3.7 m)
9853QHC-D	Single	1	Up to 25 (98)	(2) 1/2 HP	None	(1) 1" x 12' (2.5 cm x 3.7 m)
9840Q-D	Single	1	Up to 40 (151)	(2) 1/2 HP	None	(1) 1" x 12' (2.5 cm x 3.7 m)
9850Q-D	Single	1	Up to 50 (188)	(1) 1 1/2 HP	None	(1) 1" x 12' (2.5 cm x 3.7 m)
Remote Dispensers^{2,3}						
9852QX-D	Single	1	Up to 15 (57)	None	3/4" (1.9 cm)	(1) 1/2" x 12' (1.9 cm x 3.7 m)
9852QXTW1-D	Twin	1	Up to 15 (57)	None	3/4" (1.9 cm)	(2) 1/2" x 12' (1.9 cm x 3.7 m)
9852QXTW2-D	Twin	2	Up to 15 (57)	None	3/4" (1.9 cm)	(2) 1/2" x 12' (1.9 cm x 3.7 m)
9853QX-D	Single	1	Up to 22 (83)	None	1" (2.5 cm)	(1) 1" x 12' (2.5 cm x 3.7 m)
9853QXTW1-D	Twin	1	Up to 22 (83)	None	1" (2.5 cm)	(2) 1" x 12' (2.5 cm x 3.7 m)
9853QXTW2-D	Twin	2	Up to 22 (83)	None	1" (2.5 cm)	(2) 1" x 12' (2.5 cm x 3.7 m)
9840QX-D	Single	1	Up to 40 (151)	None	1 1/2" (3.8 cm)	(1) 1" x 12' (2.5 cm x 3.7 m)
9850AX-D	Single	1	Up to 50 (188)	None	1 1/2" (3.8 cm)	(1) 1" x 12' (2.5 cm x 3.7 m)
9850QXTW1-D	Single	1	Up to 40 (151)	None	1 1/2" (3.8 cm)	(2) 1" x 12' (2.5 cm x 3.7 m)
9850QXTW2-D	Twin	2	Up to 50 (188)	None	1 1/2" (3.8 cm)	(2) 1" x 12' (2.5 cm x 3.7 m)
Alternative Fuel Dispensers⁴						
9853AX-D	Single	1	Up to 22 (83)	None	1" (2.5 cm)	(1) 1" x 12' (2.5 cm x 3.7 m)
9853AXTW1-D	Twin	1	Up to 22 (83)	None	1" (2.5 cm)	(2) 1" x 12' (2.5 cm x 3.7 m)
9853AXTW2-D	Twin	2	Up to 22 (83)	None	1" (2.5 cm)	(2) 1" x 12' (2.5 cm x 3.7 m)

¹For suction pump applications requiring extended fueling times, or heavy period fueling, select models with continuous duty motors.

²Note: GPM rates shown are all maximum test rates. Actual delivery rates will vary depending upon the installation conditions, product dispensed, and added accessories, and if applicable, size of submersible pump. For single product twin pumps (9852QTW1M and 9853QXTW1M) flow rates shown are for both hoses combined or for one operating alone. Maximum flow rates for suction pumps for 50 Hz operation will be 83% of rate shown.

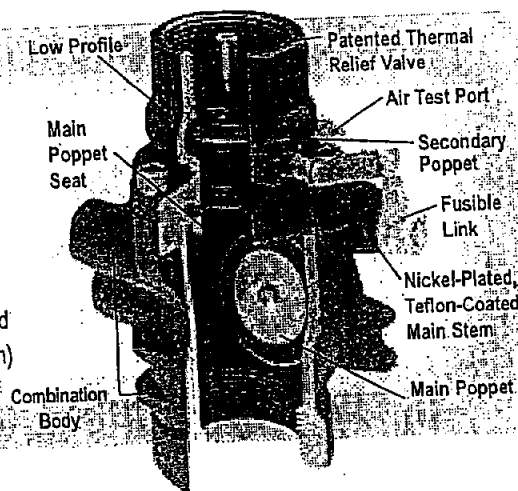
³Note: Suffixes "X" and "RDX" are interchangeable, and denote remote dispensers.



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Telephone: 1 800 444 5579 • Fax: 336 547 5920 • www.gasboy.com • sales@gasboy.com

Materials

Top: Cast iron
 Body: Cast iron
 Disc: M-19
 Carrier: Zinc-plated steel
 Stem: Copper-nickel-chrome-plated brass
 Poppet spring: Stainless steel
 Seal: M-19 O-Ring
 Packing nut: Brass, Teflon-coated
 Inlet and outlet thread: 1½" (4 cm)
 NPT (British threads available)
 *With black Duragard® E-Coating



Features

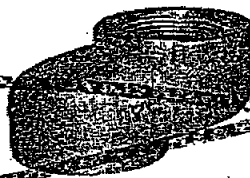
- ◆ **High Flow Capacity** – the primary poppet is held out of the flow stream while the secondary poppet is held normally open to minimize head loss across the valve and to protect the poppet seals from damage and erosion. True 1½" (4 cm) and 2" (5 cm) body sizes ensure maximum flow.
- ◆ **Fire Protection** – a fusible link trips the valve closed at 165° F to shut off fuel supply to the dispenser.
- ◆ **Main Poppet Seat Integral to the Top Assembly** – having the main poppet seat as an integral part of the valve top ensures a new, clean seating surface is installed each time the top is replaced. This design also ensures that the integrity of the seal between the valve top and bottom is verified during line testing and allows full inspection of the main poppet when the top is removed.
- ◆ **Duragard®-Coat Finish** – provides superior corrosion resistance.
- ◆ **Reliable Shut-off** – a stainless steel main spring, a teflon-coated brass packing nut and a copper/nickel/chrome-plated brass stem are designed to prevent tar build-up and corrosion from interfering with poppet operation after long periods of normal service without activation.
- ◆ **Integral Test Port** – a ⅜" (9.5 mm) test port allows the piping system to be air-tested without breaking any piping connections.
- ◆ **Patented Thermal Relief Valve** – relieves excessive pressure over 25 psi caused by thermal expansion of fuel in the dispenser piping system in the event of fire (double-poppet models only).
- ◆ **Low-Profile Tops** – female and union-top double-poppet valves have a low-profile top to allow upgrading from OPW single-poppet valves without changing existing piping.
- ◆ **Multiple Mounting Options** – valves are boss-mounted to stabilizer bars in sumps and pans or mounted to bars embedded in the island with optional U-Bolt kits 10UBK-015 (not included). Versatile Combination Body (boss mount/U-Bolt mount) models are available to accommodate most mounting applications with one valve style.
- ◆ **Underwriters Laboratories** – listed for use with gasoline and 85% and 100% methanol. All OPW 10 Emergency Shut-Off Valves meet requirements of UL STANDARD 842.
- ◆ **Compatible with 85% ethanol (E85)**

OPW 10 Series Emergency Shut-Off Valves

OPW 10 Series Emergency Shut-off Valves are installed on fuel supply lines beneath dispensers at grade level to minimize hazards associated with collision or fire at the dispenser. If the dispenser is pulled over or dislodged by collision, the top of the valve breaks off at the integral shear groove, activating poppets and shutting off the flow of fuel. Single-poppet models shut off supply flow, while double-poppet models shut off supply as well as prevent release of fuel from the dispenser's internal piping. The base of the emergency valve is securely anchored to the concrete dispenser island through a stabilizer bar system within the dispenser sump or pan to ensure proper shearing action. The valve base is secured to the stabilizer bar using a three-point boss mount system or a U-Bolt Kit (not included) 10UBK-015 (1-1/2") and 10URK-0200 (2 sold separately). Valve inlet (bottom) connections are female pipe threads and outlet (top) connections are available with female threads, male threads or a union fitting. Other options include suction system models with a normally closed secondary poppet which maintains prime, and models with external threads on the inlet body which connect to secondary containment systems.

PA15 Offset Adaptor

The OPW PA15 Offset Adaptor is designed for adjusting misalignment of pipe in dispenser sumps and suction stubs. The PA15 has a low profile feature, and is designed for maximum flow.



Materials

Ductile Iron
 Zinc Chromate

Ordering Specifications

	Thread Size		Offset		Height		Width	
	in.	mm	in.	mm	in.	mm	in.	mm
PA15-10	1"	25.4	1	25	2 1/4"	57.2	3 1/4"	92.1
PA15-15	1 1/2"	38.1	1 1/2"	38.1	2 1/4"	57.2	4 1/4"	104.8
PA15-20	1 1/2"	38.1	2	51	2 1/4"	57.2	4 1/4"	104.8

OPW 10 Series Emergency Shut-Off Valves

Ordering Specifications

Female Threaded Top (Outlet) Connection Valves

Model No.	Body Size		Connection Threads	Poppet Configuration	Application	Replacement Top
	in.	cm				
10BF-5725	1½	4	NPT	Single	Pressure	10RFT-5750
10BFP-5726	1½	4	NPT	Double	Pressure	10FTP-5701
10RF-2001	2	5	NPT	Single	Pressure	10RFT-5742
10RFP-2002	2	5	NPT	Double	Pressure	10RFTP-5752

Male Threaded-Top (Outlet) Connection Valves

Model No.	Body Size		Connection Threads	Poppet Configuration	Application	Replacement Top
	in.	kg				
10BM-5825	1½	4	NPT	Single	Pressure	10RMT-5850
10BHMP-5830	1½	4	NPT	Double	Pressure	10RMT-5851
10SBHMP-5830	1½	4	NPT	Double	Suction	10SHMTP-5811
10RM-2003	2	5	NPT	Single	Pressure	10RMT-5842
10RMP-2004	2	5	NPT	Double	Pressure	10RMT-5852

Union-Top (Outlet) Connection Valves

Model No.	in.	kg	Connection Threads	Poppet Configuration	Application	Replacement Top
10BU-5925	1½	4	NPT	Single	Pressure	10RUTC-5975
10BUP-5926	1½	4	NPT	Double	Pressure	10UTCP-5901
10SBUP-5926	1½	4	NPT	Double	Suction	10SUTCP-5911
10RU-2005	2	5	NPT	Single	Pressure	10RUTC-5962
10RUP-2006	2	5	NPT	Double	Pressure	10RUTC-5972

NOTE: All BSPP Thread Shear Valves must be ordered through OPW's Europe or Asia office.

IMPORTANT NOTICE:

When mounting the OPW 10 Series Emergency Shut-off Valves, the anchoring system employed must withstand a force greater than 650 ft. pounds per valve. NFPA Code 30A, Automotive and Marine Service Station Code, requires that the automatic closing feature of emergency shut-off valves be checked at least once per year by manually tripping the hold-open linkage. OPW recommends the use of Flexworks Stabilizer Bar Support System for proper mounting of 10 Series Valves.

NOTICE:

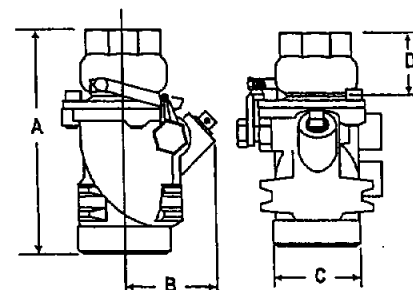
As per NFPA 30A, electrical supply to the submersible pump must always be disconnected before servicing meters, dispensers or emergency shut-off valves.

Replacement Valve Tops

Model No.	Body Size		Connection Threads	Poppet Configuration	Application	Top Connection	Profile
	in.	cm					
10RFT-5750	1½	4	NPT	Single	Pressure	Female	
10RFTP-5751	1½	4	NPT	Double	Pressure	Female	
10FTP-5701	1½	4	NPT	Double	Pressure	Female	Low Profile
10RMT-5850	1½	4	NPT	Single	Pressure	Male	
10RMTP-5851	1½	4	NPT	Double	Pressure	Male	
10SHMTP-5811	1½	4	NPT	Double	Suction	Male	
10RUTC-5975	1½	4	NPT	Single	Pressure	Complete Union	
10UTCP-5901	1½	4	NPT	Double	Pressure	Complete Union	Low Profile
10RFT-5742	2	4	NPT	Single	Pressure	Female	
10RFTP-5752	2	5	NPT	Double	Pressure	Female	
10RMT-5842	2	5	NPT	Single	Pressure	Male	
10RMTP-5852	2	5	NPT	Double	Pressure	Male	
10RUTC-5962	2	5	NPT	Single	Pressure	Complete Union	
10RUTCP-5972	2	5	NPT	Double	Pressure	Complete Union	

1½" Dimensions

	10BF		10BFP 10SBFP		10BM		10BHMP 10SBHMP		10BU		10BUP 10SBUP	
	in.	mm	in.	mm	in.	mm	in.	mm	in.	mm	in.	mm
A	6⅞	161	6⅞	161	6⅞	173	7⅞	195	7⅞	184	7⅞	184
B	2⅞	70	2⅞	70	2⅞	70	2⅞	70	2⅞	70	2⅞	70
C	2⅞	69	2⅞	69	2⅞	69	2⅞	69	2⅞	69	2⅞	69
D	1⅞	44	1⅞	44	2⅞	57	3⅞	79	2⅞	69	2⅞	69



2" Dimensions

	10RFS		10RMS		10RUS		10RFSP		10RMSP		10RUP	
	in.	mm	in.	mm	in.	mm	in.	mm	in.	mm	in.	mm
A	8⅞	213	9⅞	250	9⅞	238	8⅞	213	9⅞	250	9⅞	239
B	3⅞	79	3⅞	79	3⅞	79	3⅞	79	3⅞	79	3⅞	79
C	3⅞	83	3⅞	83	3⅞	83	3⅞	83	3⅞	83	3⅞	83
D	3⅞	78	4⅞	116	3⅞	98	3⅞	78	4⅞	116	3⅞	98

Other Replacement Parts

Part #	Description
202950	Tetra Seal
H07659M	Link Spring
H07643RB	Link Retaining Screw
H04788M	Hold-Open Link (Brass)
H05361	Safety Hub S/A-Fusible Link
10UBK-015	U-Bolt Kit for 1-1/2"
10UBK-020	U-Bolt Kit for 2"

ABOVE GROUND & MARINA STEEL DISPENSER CONTAINMENT

B-8600 SERIES

EPOXY-COATED, GALVANIZED, STAINLESS OR FIBERGLASS-COATED STEEL

~~Standard Steel B-8600~~

Structural stabilizer
brackets for pressure
or suction valves

Float amplification
reservoir

Galvannealed & epoxy
powder coated

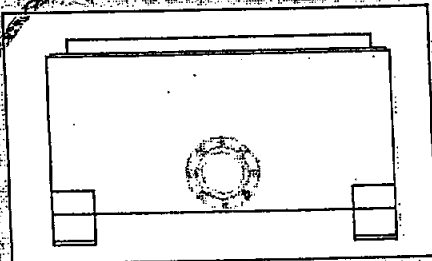
12-gauge steel

NEW!

EBS
ELECTRICAL FITTING SYSTEM

- Mounts dispensers plumbed to above ground tanks
- Compatible with mechanical and electronic shutdown devices

When dispensers are upgraded, the B-8600 remains in place. Switch out only the interchangeable, inexpensive upper dispenser frame



B8600 Standard

Elevated with Bravo Float Trip & penetration extending from side.

B8600-B Basic

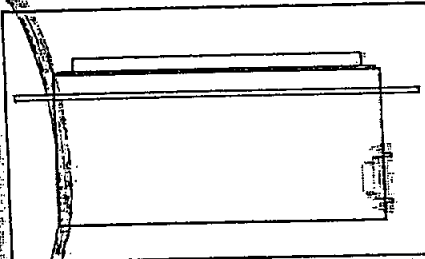
Ships with bracket but no fittings or float cups.

B8600 1 Product

Ships with one bracket, one float cup and one 1.5" 2" or 3" Flexible fitting loose. Shear valves separate.

B8600 2 Product

Ships with two brackets, two float cups and two 1.5" 2" or 3" Flexible fittings loose. Shear valves separate.



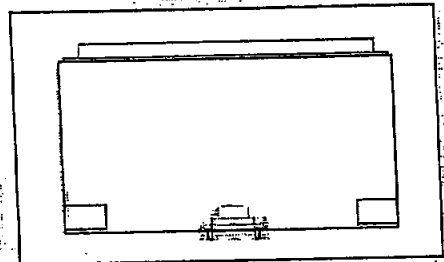
B8600 Flush Mount

Typically inset into dock with side penetration. Flange height is customizable.

Flush Mount version has same options/models as the Standard.

B8600 Series Options:

Single Poppet Shear Valve
Double Poppet Shear Valve
Factory-Installed Penetrations
Galvanized coat
Fiberglass coat
And more!



B8600-RETRO

Retrofit model B8600 with Bravo Float Trip

- B8600 Retrofit 1 Product -

Ships with one bracket, one single poppet shear valve, one float cup, one 1.5" nipple, one 3x1.5" reducer and one Electrical Fitting (EBS)

- B8600 Retrofit 2 Product -

Ships with two brackets, two single poppet shear valves, two float cups, two 1.5" nipples, two 3x1.5" reducers and two Electrical Fittings (EBS)

13A



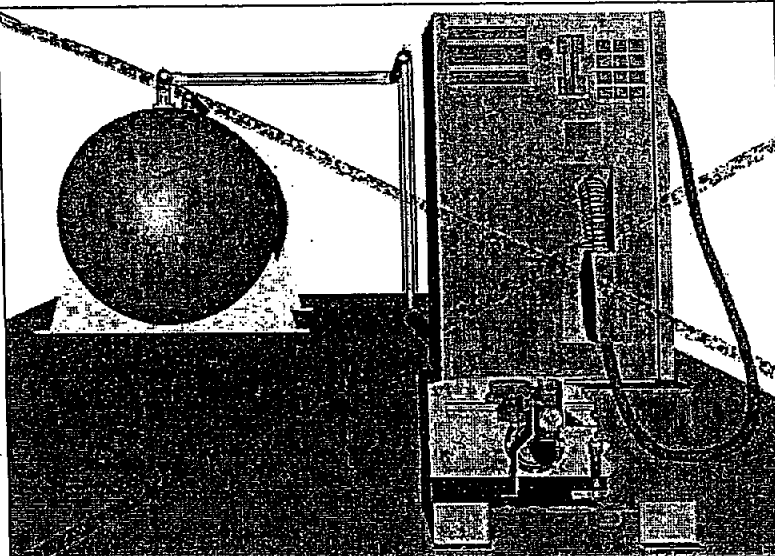
WWW.SBRAVO.COM
800-AT-BRAVO

made
in USA



B-8600

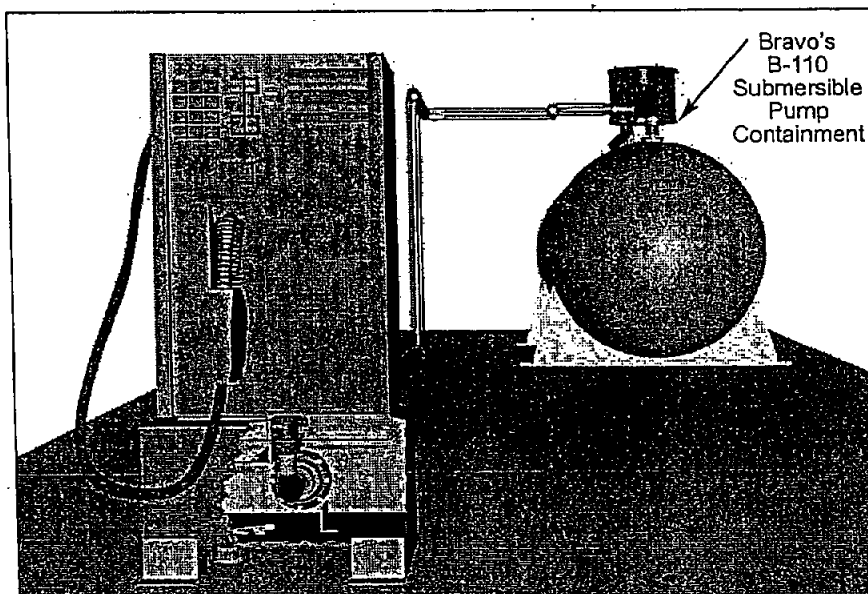
Typical Suction System Installation



OPTIONAL EQUIPMENT:

- EBS field installed electrical penetration with seal for 3/4" and 1" conduit
- FT float trip assembly for pressurized systems
- PS-8600 power shutdown device for suction systems (13 amp relay and explosion proof box)
- FC-8600 fiberglass coat
- B-27SET-3 field installed vapor penetration for 1-1/2" female NPT with 3" secondary adapter
- SV 1-1/2" single poppet product shear valve
- DV 1-1/2" double poppet product shear valve

Typical Pressurized System Installation



PRODUCT SPECIFICATIONS:

Model No.: B-8600-1P
B-8600-2P

Material: UL listed powder epoxy-coated steel

Shipping Weight: 140 lbs.

Patent: Patent Pending

Depth: 17-1/2" or Custom

Length x Width:
Large: 48"L x 25"W
Medium: 36"L x 25"W
Small: 29"L x 25"W

ATTACHMENT

RFB No. 15/03/B

Above-Ground Storage Tank
Removal and Installation
at the
Caja del Rio Landfill

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ADVERTISEMENT FOR BIDS

RFB No. '15/04/B

Competitive sealed bids will be received by the Santa Fe Solid Waste Management Agency and will be delivered to City of Santa Fe, Purchasing Office, 2651 Siringo Road, Bldg. "H", Santa Fe, New Mexico 87505 **until 2:00 p.m. local prevailing time on Thursday, August 28, 2014.** Any bid received after this deadline will not be considered. This RFB is for the purpose of procuring:

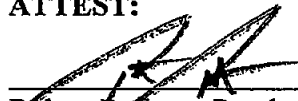
ABOVE -GROUND STORAGE TANK REMOVAL AND INSTALLATION at the CAJA DEL RIO LANDFILL

The Bidder'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 said item shall apply to the bid throughout, and they will be deemed to be included in the bid document the same as though herein written out in full.

The Santa Fe Solid Waste Management Agency (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 Bidder will be required to conform to the Equal Opportunity Employment regulations.

Bids may be held for sixty (60) days subject to action by the Agency. The Agency reserves the right to reject any or all bids in part or in whole. Bid 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 bid can be directed to Randy Watkins, Santa Fe Solid Waste Management Agency, 149 Wildlife Way, Santa Fe, NM 87506. Telephone number is (505) 424-1850, ext. 130. The RFB is also available at <http://www.santafenm.gov/bids.aspx>.

ATTEST:



Robert Rodarte, Purchasing Officer

Received by the Santa Fe New Mexican on: July 24, 2014
To be published on: July 29, 2014

Received by the Albuquerque Journal on: July 24, 2014
To be published on: July 29, 2014

BID SCHEDULE

RFB No. '15/04/B

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

EVENT	DATE
1. Advertisement	July 29, 2014
2. Issuance of RFB:	July 29, 2014
3. Receipt of Bids:	August 28, 2014 at 2:00 p.m. Local Prevailing Time City of Santa Fe Purchasing Office 2651 Siringo Road, Bldg. "H" Santa Fe, New Mexico 87505
4. Recommendation of Award to Joint Powers Board:	September 18, 2014

9. METHOD OF AWARD

The award of the purchase agreement will be made to that Bidder who meets or exceeds all specifications and provides the lowest total bid amount. However, delivery date, availability of stock, and complete analysis and comparison of specification details along with past experience of the Agency with similar or related units, will be weighed in making a final decision of award.

No important deviation from the terms of this specification is acceptable. It is understood and agreed that the Agency reserves the right to reject any and all bids, as authorized by law, and to award to other than the lowest Bidder at its discretion, provided that it is in the best interest of the Agency, if the City of Santa Fe's Purchasing Manual and pertinent State Statutes are thereby served.

10. IDENTICAL BIDS

If two or more identical bids are received, the Purchasing Officer will apply the process described in Section 13-1-110 NMSA 1978 of the New Mexico Procurement Code.

11. PROTESTS AND RESOLUTIONS PROCEDURES

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

12. PUBLIC INFORMATION

All portions of the bid submittals will become public information. Proprietary information may be marked confidential, however, the City Purchasing Officer will make the final determination as to whether the portion of the bid is legitimately confidential information. Sections to be confidential should be clearly marked as such and readily separable from rest of the bid. In no case will a request for the entire bid to be confidential be considered.

13. BRAND NAMES

All brand names specified in this bid are not meant to be restrictive, but to be used as descriptive or equal specification. Bidder should include enough information with the bid submitted so this determination can be made. The determination of the Purchasing Officer will make the final determination as to whether the portion of the bid is legitimately confidential information. Sections to be confidential should be clearly marked as such and readily separable from rest of the bid. In no case will a request for the entire bid to be confidential be considered.

14. TAX EXEMPT

The Agency is tax exempt for state gross receipts taxes for the procurement of tangible personal property, but not for labor or services. A tax exempt certificate will be issued upon written request to the Purchasing Office.

15. PREFERENCES IN PROCUREMENT

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

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

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

or

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

A Bidder 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 C.

If a Bidder 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.

Santa Fe Local Preference: The Santa Fe local preference is not applicable to the competitive sealed bids process.

DEFINITIONS AND TERMS

1. **Addendum:** a written or graphic instrument issued prior to the opening of Bids, which clarifies, corrects, or changes the Request for Bids. Plural: addenda.
2. **Agency:** means the Santa Fe Solid Waste Management Agency.
3. **Bidder:** means the companies or firms submitting a bid in response to this Request for Bids.
4. **City:** means the City of Santa Fe.
5. **Contractor:** means the successful Bidder who enters into a binding contract.
6. **Determination:** means the written documentation of a decision of the purchasing officer including findings of fact required to support a decision. A determination becomes part of the procurement file to which it pertains (Section 13-1-52 NMSA 1978).
7. **Joint Powers Board (JPB):** means the governing body for the Santa Fe Solid Waste Management Agency that operates the Caja del Rio Landfill and the Buckman Road Recycling and Transfer Station.
8. **Landfill:** means the Caja del Rio Landfill.
9. **Purchase Order:** means a fully executed purchase document issued by the City of Santa Fe that specifies the items and services to be provided by the Contractor.
10. **Purchasing Office:** means the City of Santa Fe Purchasing Office.
11. **Purchasing Officer:** means the City of Santa Fe Purchasing Officer.
12. **Request for Bids:** or "RFB" means all documents, including those attached or incorporated by reference, used for soliciting bids (Section 13-1-102 NMSA 1978).
13. **Responsible Bidder:** means a bidder who submits a responsive bid and who has furnished, when required, information and data to prove that the bidder's financial resources, production or service facilities, personnel, service reputation and experience are adequate to make satisfactory delivery of the services, construction or items of tangible personal property described in the request for bids (Section 13-1-82 NMSA 1978).
14. **Responsive Bid:** means a bid that conforms in all material respects to the requirements set forth in the request for bids. Material respects of a bid include, but are not limited to, price, quality, quantity or delivery requirements (Section 13-1-84 NMSA 1978).
15. The terms **must, shall, will, is required, or are required,** identify a mandatory item or factor that will result in the rejection of the bidder's proposal.

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

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SPECIAL CONDITIONS

1. GENERAL

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

2. ASSIGNMENT

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

3. VARIATION IN SCOPE OF WORK

No increase in the scope of work of services or equipment after award will be accepted, unless means were provided for within the contract documents. Decreases in the scope of work of services or equipment can be made upon request by the Agency or if such variation has been caused by documented conditions beyond the Contractor's control, and then only to the extent, as specified 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 30 days of satisfactory receipt of goods or services. The Agency shall be the final determination of satisfactory receipt of goods or services.

5. TAXES

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

6. INVOICING

- (A) The Contractor's invoice shall be submitted in duplicate and shall contain the following information: invoice number and date, description of the supplies or services, quantities, unit prices and extended totals. Separate invoices shall be submitted for each and every complete order.
- (B) Invoice must be submitted to **Santa Fe Solid Waste Management Agency, 149 Wildlife Way, Santa Fe, NM 87506** and not the City of Santa Fe.

7. METHOD OF PAYMENT

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

8. DEFAULT

The Agency reserves the right to cancel all or any part of this order without cost to the Agency if the Contractor fails to meet the provisions for this order, and except as otherwise provided herein, to hold the Contractor liable for any excess 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.

9. NON-DISCRIMINATION

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

10. NON-COLLUSION

In signing this bid or proposal, the Contractor certifies he/she 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. WARRANTY

Warranty shall be included for material and workmanship as specified in the bid specifications. Warranty shall begin when the Agency accepts satisfactory delivery of equipment from the Bidder. The warranty contract shall be solely with the Bidder and the Bidder shall be responsible for ensuring all warranty work is satisfactorily completed on any component of the machine. All details of the warranty shall be included with the bid. Bidder shall respond to all requests for warranty repair within three (3) hours of notification by the Agency.

12. TRAINING

Training shall include the operation, maintenance, and safety of the above-ground storage tank for up to 10 people.

SPECIFICATIONS
RFB No. '15/04/B

ABOVE-GROUND STORAGE TANK REMOVAL AND INSTALLATION
at the
CAJA DEL RIO LANDFILL

The Santa Fe Solid Waste Management Agency is requesting bids for an above-ground storage tank removal and installation and associated components at the Caja del Rio Landfill.

Base bid shall include one year warranty covering all materials, workmanship and defects.

Base bid must include training and operation, maintenance, and safety for up to 10 people.

Background

The Santa Fe Solid Waste Management Agency (Agency) is a public entity that is jointly owned by the City of Santa Fe and Santa Fe County under the terms of the New Mexico Joint Powers Agreements Act. The Agreement delegated the Agency the power to plan for, operate, construct, maintain, repair, replace or expand the Caja del Rio Landfill (Landfill).

In addition to operating our facilities, the Agency also has a Maintenance Department that houses a fueling area and is in charge of maintaining and fueling all of the vehicles operated. The existing above ground storage tank and fuel system is approaching the end of its useful life and the integrity of the tank is potentially compromised. In order to maintain the continuity of our ongoing operations, the need for replacement of a permanent above ground storage tank and fueling implements is a necessity for the Agency.

PART 1 – SCOPE OF WORK

1.1 Scope of Work

A. The includes the following:

1. Notification of state and local authorities; and site preparation.
2. All materials, labor, equipment, and supervision necessary to decommission and install a 6,000 gallon above-ground storage tank (AST), including one dispenser with one hose of diesel fuel only and required gauges, labels, etc. The existing concrete fuel tank pad is to be reused.
3. Finished product of the Work shall comply with all applicable administrative regulatory codes.

1.2 Reference

A. New Mexico Administrative Code:

1. NMAC 20.5.

B. Underwriters Laboratories, Inc.:

1. UL Standard 142 - Standard for Steel Aboveground Tanks for Flammable and Combustible Liquids.
2. UL Standard 2085 - Standard for Insulated Secondary Containment Aboveground Tanks for Flammable and Combustible Liquids.

C. National Fire Protection Association:

1. NFPA 30 - Flammable and Combustible Liquids Code.
2. NFPA 30A - Automotive and Marine Service Station Code
3. NFPA 31 - Standard for the Installation of Oil-Burning Equipment
4. NFPA 241 - Safeguarding Construction, Alteration and Demolition Operations.

1.3 System Description

- A. Removal and decommissioning of one (1) existing 6,000 gallon above-ground storage tank (AST), and existing dispensing assembly, and installation of one (1) new 6,000 gallon AST system including one dispenser with one hose of diesel fuel only and all required gauges, labels, etc. The existing concrete fuel tank pad is to be reused.

1.4 Submittals

- A. Shop Drawings: Submit manufacturer's pre-production shop drawings showing details of construction and materials for AST systems to the Executive Director for approval prior to start of installation.
- B. Certificates: Submit certificates for AST installation and site personnel issued by State of New Mexico Department of the Environment, Petroleum Storage Tank Bureau (NMED-PTSB)

1.5 Closeout Submittals

- A. Project Record Documents: Record actual locations of AST, all piping and dispenser connections, electrical power and instrumentation routing, and other points of connection made as part of this project and for future connections on original drawings prepared by installing Contractor/subcontractor. Include copies of Record Drawings with Operations and Maintenance manual.

1.6 Quality Assurance

- A. Perform Work in accordance with following:
1. United States Environmental Protection Agency.
 2. State of New Mexico NMED and PTSB.
 3. Santa Fe County Fire Department requirements.
 4. Public utility company requirements.

- B. Obtain and pay for necessary permits and certificates required and give proper notices for and during performance of the Work.

1.7 Protection of Existing Work Facilities

- A. Verify locations of, and protect, any signs, paved surfaces, buildings, structures, sidewalks, landscaping, streetlights, hydrants, data transmission, utilities, and all other such facilities and improvements that may be encountered or interfered with during progress of the Work, both inside and outside construction limits.
- B. Take all measures necessary to safeguard all existing work and facilities that are outside limits of the Work or items that are within construction limits but are intended to remain.
- C. Provide and maintain adequate catch platforms, warning lights, barricades, guards, weather protection, dust protection, fences, planking, bracing, shoring, piling, signs, and other items required for proper protection of work.
- D. Provide protection for workmen, public, adjacent construction, and occupants of existing building(s).
- F. Burning of debris on property not permitted.
- G. Provide adequate fire protection.
- H. Explosives shall not be used.
- I. Proper erosion control practices shall be employed to minimize surface runoff to adjacent properties, nearby streams, or other surface waters.
- J. Make repairs or provide new replacement of all damage that is not part of the Work on project site or to adjacent property to Executive Director's satisfaction.

1.8 Notifications/Permits

- A. Notify in writing Santa Fe County Fire Department Chief, local NMED-PTSB authorized agent, and Executive Director of installation schedule at least 15 days prior to beginning tank installation work. Obtain permits, coordinate with local fire officials, and comply with local ordinances governing aboveground tank installations.

1.9 Qualifications

- A. Tank Installation Company: Company specializing in performing work of this section with minimum five (5) years experience and certified by NMED-PTSB.
- B. Installation, Testing, and Inspection Site Personnel: Individuals specializing in performing work of this section with minimum 5 years experience and certified by NMED-PTSB.

1.10 Environmental Requirements

- A. State and local code requirements shall control handling, storage, transportation, and disposal of solid wastes, contaminated soils, scrap materials, hazardous or non-hazardous wastes, and other construction/demolition materials.

1.11 Coordination

- A. All bidders must ensure work is compliant with local laws and parties informed as per Section 1.8, Notifications/Permits.
- B. Coordinate Work with Executive Director for tank installation.
- C. Tank installations must be properly documented. Documentation shall conform to minimum requirements listed in NMAC 20.5.

PART 2 - PRODUCTS

2.1 General

- A. Conform all materials to size and type as called for in specifications and to applicable Laws, Codes, and Ordinances.
- B. All products and materials are to be new, undamaged, clean, and in good condition. Existing products and materials are not to be reused unless specifically indicated.
- C. Be responsible for safe storage and handling of all materials utilized in the Work including any materials furnished by Owner. Store all materials in areas designated by the Executive Director. Store and /or handle materials to not adversely affect traffic, drainage, fire protection, or public safety. Inconveniences to public from storage and handling of materials shall be kept to a minimum.
- D. Perform all work in accordance with any applicable manufacturer's instructions.

2.2 Above-Ground Storage Tank – Steel Double Wall Tank

- A. AST system shall include:
 - 1. 2-inch standard vent with weatherproof vent cap;
 - 2. 6-inch emergency vent with weatherproof vent cover;
 - 3. 18-inch minimum top man way;
 - 4. Interstitial leak monitoring system;
 - 5. Top-entry float gauge in addition to any other appurtenances required for system;
 - 6. All appurtenances shall meet requirements set forth in NMAC 20.5; and
 - 7. Connected ladder, stairway, or rungs to gain access to top of tank.
- B. Diesel Fuel AST shall be an F921 double wall tank or equivalent.
- C. AST made of steel in accordance with NFPA 30 Chapter 2 and NMAC 20.5 for use with diesel fuel product.

- D. AST shall be built in accordance with recognized standards of design. AST shall be built and installed within scope of Standards for Steel Aboveground Tanks for Flammable and Combustible Liquids, and UL 142 or UL 2085. AST shall bear either UL 142 label or UL 2085 label specifying aboveground flammable liquid use.
- E. UL listed steel storage tank shall be no less than 1/4-inch thick, enclosed completely within secondary containment tank of steel no less than 3/16-inch thick on supporting steel saddles.
- F. Spill/Overfill Containment: UST system shall include minimum 7-gallon spill/overfill container surrounding fill pipe. Fill pipe shall be recessed into container so that it is lowest opening on tank. Spill/overfill container shall include normally closed valve to release spilled product into main tank. Fill pipe shall be equipped with lockable cover.
- G. AST shall be primed and painted white for outside use. AST shall be labeled in accordance with NMAC 20.5.

2.3 Foundation Slab

- A. AST shall be installed on existing concrete slab.

2.4 Piping and Fittings

- A. Piping, valves, and fittings shall comply with Chapter 3 of NFPA 30.
- B. All aboveground piping shall be of steel and coated to inhibit corrosion.

2.5 Dispensing System

- A. Electronic dispenser shall be a Gasboy Model 9840 dispenser or equivalent.
- B. Submersible pump shall be a 1 ¾ hp Red Jacket with an anti-siphon valve or equivalent.
- C. System shall be rated at 40 gpm.
- D. System shall include 1" hanging hardware and a liquid sump sensor.

2.6 Leak Monitoring System

- A. Supplied unit shall detect presence of hydrocarbons in interstitial space of AST and any appurtenant double wall piping.
- B. System monitoring unit shall be installed to provide leak detection access tube located in interstitial space between inner tank and secondary barrier. In event of leak from primary tank, leaked fuel will flow to detection tube and be detected by electronic liquid petro-sensor installed within tube. Petro-sensor probe shall be connected to tank monitoring panel to provide warning signal in event sensor probe detects leaked product within

secondary containment interstitial space. Unit shall be capable of performing test of overall system operation and integrity.

2.7 Tank Gauging System

- A. Monitoring system shall include:
 - 1. Visual tank gauge for measuring and recording product inventory; and
 - 2. Alarm indication for leak detection.
- B. An existing Veeder Root Fuel Tank Monitoring System shall be functionally connected to the AST.

2.8 Overfill Protection

- A. Overfill protection shall be provided by following methods:
 - 1. Direct reading level gauge on tank, visible from fill pipe access; and
 - 2. 95% valve installed in fill line which reacts to high levels of product in tank by closing off fill line to prevent further product introduction.

PART 3 - EXECUTION

3.1 Examination

- A. All examinations should be compliant and in compliance with NMAC 20.5.
- B. Verify location of AST with Executive Director.

3.2 Installation

- A. AST system including appurtenances shall be installed in strict accordance with manufacturer's recommendations and applicable fire and environmental codes. State and local permits shall be obtained prior to installation.
- B. Certified installers shall install AST and systems in accordance with NMAC 20.5.

3.3 Aboveground Storage Tank (AST)

- A. AST shall be installed in accordance with requirements for aggregate storage capacity at site, labeling, and all other installation requirements not indicated in this scope of service but specified in NMAC 20.5.
- B. AST shall be installed on existing concrete base slab.
- C. AST shall be marked on all sides with warning signs: ("FLAMMABLE" or "COMBUSTIBLE", as appropriate for contents), product identification, and other signs as required by applicable codes.

3.4 Electrical

- A. Electrical work shall be in accordance with applicable codes and shall be rated for hazardous area as required. AST shall be electrically grounded in accordance with NFPA 78.
- B. AST system installations shall be inspected and approved by system supplier or its certified contractor. System supplier shall submit comprehensive checklist of quality and safety items critical to system and verify that installation has been performed in accordance with these standards applicable fire and environmental codes.
- C. State and local permit applications shall be completed using correct forms. System installation shall not start before obtaining required State and local permits and approvals.

3.5 Testing and Guarantee

- A. Test all newly installed equipment, including line tightness and leak detection, for compliance with requirements of local, state, and federal regulations and to determine that system is operating properly.
- B. Upon completion of installation work, submit to the Executive Director a submittal packet which includes as-built record drawings and copies of all state and local government required paperwork and plan reviews, as well as manufacturers descriptions and specifications for all components of system that were installed as part of Contract.
- C. Furnish copies of completed State of New Mexico Petroleum Storage Tank Registration Form to: Petroleum Storage Tank Bureau, New Mexico Department of Environment, 2905 Rodeo Park Drive East, Building 1, Santa Fe, NM 87505 and to the Executive Director.
- D. Furnish Santa Fe County Fire Department with copy of location drawing that includes description of updated AST.

3.6 Site Restoration

- A. Unless otherwise specified or noted on drawings, fully and completely restore surface of all disturbed areas to like condition of surface prior to the Work. Sawcut all pavements to straight and neat lines and repair with like materials to full depth of pavement as existed prior to the Work.
- B. Clean up all areas used for storage of materials or temporary deposit of excavated earth. Remove all surplus material, tools and equipment.
- C. Burning is not permitted

3.7 Training

- A. Provide minimum of one hour training to facility personnel demonstrating functions of and maintenance procedure for entire system. Training session must also include

instructions on leak detection and record keeping as required by NMED-PSTB. Guidance must also be given as to how to respond in event of leak in system.

Part 4 - RECYCLING

4.1 Summary

A. Section includes:

1. Waste management goals;
2. Waste management plan;
3. Reuse;
4. Recycling;
5. Materials sorting and storage on-site; and
6. Waste management plan form.

4.2 Waste Management Goals

- A. The Agency requires that as many waste materials as possible produced as result of this project be salvaged, reused or recycled in order to minimize impact of construction waste on landfills and to minimize expenditure of energy and cost in fabricating new materials.
- B. Contractor shall submit a Waste Management Plan (WMP) for this project.

4.3 Waste Management Plan

- A. Contractor shall complete the WMP and include cost of recycling/reuse in his Bid. The WMP will be submitted to the Executive Director within fifteen (15) days of bid opening date. Submittal shall include cover letter and WMP with:

1. Information on:

- a. Types of waste materials produced as result of work performed on site.;
- b. Estimated quantities of waste produced.;
- c. Identification of materials with potential to be recycled or reused (based on sample WMP);
- d. Transportation methods; and
- e. Destinations.

4.4 Recycling

- A. The following materials can be recycled in Santa Fe County area:

1. Corrugated cardboard; and
2. Metal.

SANTA FE SOLID WASTE MANAGEMENT AGENCY

**BID SUBMITTAL FORM
RFB No. '15/04/B**

**ABOVE-GROUND STORAGE TANK REMOVAL AND INSTALLATION
at the
CAJA DEL RIO LANDFILL**

EXCEPTIONS TO SPECIFICATIONS

Bidder is required to return two (2) complete copies of these specifications, completely furnishing all information requested. All requested information, data, literature, drawings, etc. must be included with the bid submitted.

Bidder must check one of the following:

- a. ☐ All specifications, terms and conditions are met.
- b. ☐ Exceptions have been taken and noted on attached sheet (s).

All variations and/or exceptions to the specifications must be documented, referencing applicable paragraph (s) and explained in detail. Attach as many pages as necessary. If no exceptions are taken, it will be assumed that the bid meets all specifications and terms and conditions as stated in this complete bid package. Failure to list exceptions may disqualify bid. Delivery of non-conforming goods is at the expense of the Bidder and/or other penalties.

All other specifications not detailed herein shall be as listed in the manufacturer's printed literature for the current standard model. Manufacturer's printed literature and specifications sheets shall be submitted with the bid.

Exceptions will not necessarily eliminate the bid. Agency staff shall determine acceptance or non-acceptance of exceptions. Unless otherwise noted and approved, it is assumed that delivery of the unit shall be as stated.

Signed submission of this bid represents that the Bidder has accepted all terms, conditions and requirements of the bid unless a written exception is made and, if awarded, the bid will represent the agreement between the parties. Additionally, by signing this bid, the Bidder warrants that there was no collusion of any kind in submission of this bid.

State name, address and phone number of nearest authorized maintenance representative:

WARRANTIES

Warranty required for material and workmanship for minimum of one year unless specified otherwise in these specifications. Warranties shall begin when the Agency accepts satisfactory installation of equipment from the Bidder. The warranty contract shall be solely with the Bidder and the Bidder shall be responsible for ensuring all warranty work is satisfactorily completed on any component of the unit. All details of warranties shall be included with the bid.

DELIVERY

Bids shall include all costs of delivery and installation of the aboveground storage tank and components at the Santa Fe Solid Waste Management Agency, Caja del Rio Landfill, 149 Wildlife Way, Santa Fe, New Mexico 87506. The above-ground storage tank and components shall be completely operational and ready for use.

Date of installation after notice to proceed:

_____ calendar days.

Bidder shall include descriptive material such as plans, drawings, photographs, diagrams, illustrations, written descriptions and manufacturer's literature with specifications with the bid. Additional information or details may be required after the bid opening. Bids may be disqualified if such information is not adequate to make a reasonably informed decision as to qualify, design, capabilities, etc.

ADDITIONAL SUBMITTAL REQUIREMENTS

Bidder shall include Resident Veterans Preference Certification (Appendix A), if applicable.

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BID SHEET**RFB No. '15/04/B****ABOVE-GROUND STORAGE TANK REMOVAL AND INSTALLATION
at the
CAJA DEL RIO LANDFILL**

Item	Description	Unit	Cost (\$)
1	Removal of Above Ground Storage Tank (AST).	Lump Sum	
2	Inspection and Retrofitting of Existing Concrete Pad for Installation of New Tank.	Lump Sum	
3	New 6,000 Gallon Diesel Tank Meeting Detailed Specifications.	Lump Sum	
4	Installation and Inspection of New Tank (Describe in #3) on Existing Pad (Described in #2).	Lump Sum	
5	Installation and Inspection of Fueling System (New GasBoy Pump and Connection to Existing Veeder Root Monitoring System).	Lump Sum	
6	Filing of All Permits and Applicable Fees.	Lump Sum	

SUBTOTAL - BASE BID AMOUNT FOR ITEMS 1-6: \$ _____

NEW MEXICO GROSS RECEIPTS TAX \$ _____

TOTAL – BASE BID PLUS NM GROSS RECEIPTS TAX \$ _____

The Santa Fe Solid Waste Management Agency reserves the right to alter quantities based on availability of budget. If this will alter the bid amount, the Bidder must note the percent increase for lesser quantities.

BIDDER'S INFORMATION

Firm

Address

Authorized Signature

Print Name

Title

E-Mail Address

Phone Number

Fax Number

Date

TWO COMPLETE COPIES OF THE BID SUBMITTAL IS REQUIRED

APPENDIX A

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 _____, 2014.

NOTARY PUBLIC

My Commission Expires:



149 Wildlife Way * Santa Fe, NM 87506 * (505) 424-1850
www.sfswma.org

ADDENDUM No. 1
to
RFB No. '15/04/B

Date: August 21, 2014
To: All Bidders of Records
From: Randall Kippenbrock, P.E., Executive Director
Re: RFB No. '15/04/B – Above-Ground Storage Tank Removal and Installation at the Caja del Rio Landfill

This Addendum forms a part of the Contract Documents and modifies or supplements the Specifications as indicated below. All other provisions of the Contract Documents shall remain unchanged. This Addendum is hereby made a part of the Contract Documents to the same extent as those provisions contained in the original documents and all itemized listings thereof. Bidders shall acknowledge receipt of this Addendum in the appropriate space at the end of this Addendum.

Specifications

Page 17

Part 2 - Products

Section 2.5 - Dispensing System

Item A - Submersible pump shall be a 1¼ hp Red Jacket with an anti-siphon valve or equivalent.

Replace the text "1¼ hp" with "1½ hp."

This Addendum must be signed and returned with your Bid Submittal Form. Failure to do so may cause your bid to be considered non-responsive.

Receipt of Addendum No. 1 to RFB No. '15/04/B is hereby acknowledged

Authorized Signature

Date

Firm Name

ADDENDUM NO. 1 TO RFB NO. '15/04/B

**CITY OF SANTA FE
for
SANTA FE SOLID WASTE MANAGEMENT AGENCY

ABOVE GROUND STORAGE TANK REMOVAL AND INSTALLATION
AT THE
CAJA DEL RIO LANDFILL**

Date: August 7, 2014

Request for Bid No: '15/04/B

Due Date: August 28, 2014, no later than 2:00 PM

Addendum No. 1: See below

Pursuant to paragraph 5 of Information to Bidders, in RFB No. '15/04/B, the City of Santa Fe and the Santa Fe Solid Waste Management Agency (Agency) issue this Addendum No. 1 to RFB No. '15/04/B. This Addendum provides the requirements for bid security and for performance and payment bonds and includes a definition for contract/agreement and a Construction Agreement between the Agency and a successful bidder. This Addendum becomes part of the Contract Documents and modifies the original RFB as follows:

I. Information to Bidders, paragraph 3.

Paragraph 3, Information to Bidders, is amended and replaced so that paragraph 3 now reads in its entirety:

3. BID SECURITY

Bid Security in the amount of 5% of the amount of the bid shall accompany the bid submittal form and must be in the form of a certified or bank cashier's check made payable to the Agency or a bid bond issued by a surety licensed to conduct business in the State of New Mexico, or otherwise supplied in a form satisfactory to the Agency. The Bid Security of the successful Bidder will be retained until the Bidder has executed the Construction Agreement and furnished the required performance and labor and material bonds, whereupon it will be returned. If the successful Bidder fails to execute and deliver the Construction Agreement and furnish the required bonds within ten (10) days of the Notice of Award, the Agency may annul the Notice of Award and the Bid Security of that Bidder will be forfeited. Bid security of other Bidders will be returned within fifteen (15) days of the bid opening, or sooner.

The Bid Bond is attached to this Addendum as Exhibit A.

II. Information to Bidders, new paragraph 16.

A new paragraph 16, to Information for Bidders, is included to inform Bidders of requirements for performance and labor and materials bonds, as follows:

16. Performance Bond and Labor and Material Payment Bond

Pursuant to NMSA 1978, § 13-4-18, the Contractor shall be required to furnish surety bonds in an amount at least equal to one hundred percent (100%) each of the total Contract price as security for faithful performance of the Contract and payment for all labor and materials. The surety company must be authorized to do business in the State of New Mexico and must be acceptable to the Owner.

The Performance Bond and the Labor and Material Payment Bond shall be submitted to the Agency simultaneously with delivery of the executed Construction Agreement.

Failure to return the signed Contract with acceptable bonds within ten (10) calendar days after the date of the Notice of Award shall be just cause for the cancellation of the Award and the forfeiture of the Bid Security, which shall become damages sustained. Award may then be made to the next lowest responsible Bidder, or the work may be readvertised and constructed under contract or otherwise, as the Owner may decide.

The Performance Bond is attached to this Addendum as Exhibit B. The Labor and Material Payment Bond is attached to this Addendum as Exhibit C.

III. Definitions and Terms.

Add the definition "contract/agreement" to Definitions and Terms, as follows:

17. **Contract / Agreement:** means the Agency's Construction Agreement, including all exhibits attached to it and incorporated in it by reference, and all amendments in accordance with its terms.

IV. Construction Agreement.

The Construction Agreement to be entered into between the Agency and the successful bidder is attached to this Addendum as Exhibit D.

V. Contract Documents.

All other provisions of the Contract Documents shall remain unchanged. This Addendum is hereby made a part of the Contract Documents to the same extent as those provisions contained in the original documents.

Receipt of Addendum No. 1 to RFB No. '15/04/P is hereby acknowledged

Authorized Signature

Date

Firm Name

Exhibit A
Bid Bond

BID BOND

- A. KNOW ALL MEN BY THESE PRESENTS, THAT WE _____, hereinafter called the PRINCIPAL, and the _____, of _____ a Corporation duly organized under the laws of the State of _____, and, authorized to do business in the State of New Mexico, hereinafter called the SURETY, as SURETY are held and firmly bound unto the Santa Fe Solid Waste Management Agency, hereinafter called the OBLIGEE, in the sum of _____ dollars (\$ _____) for the payment of which sum well and truly to be made, the said Principal and the said Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has submitted the accompanying bid, dated _____, 2014, (Bid No. '15/04/B) for the Above-Ground Storage Tank Removal and Installation at the Caja del Rio Landfill, Santa Fe Solid Waste Management Agency, 149 Wildlife Way, Santa Fe, NM 87056.

- B. NOW, THEREFORE, if the Obligee shall accept the bid of the Principal and the Principal shall enter into a Contract with the Obligee in accordance with the terms of such bid, and give such bond or bonds as may be specified in the bidding or Contract Documents with good and sufficient surety for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof or in the event of the failure of the Principal to enter such contract and give such bond or bonds, if the Principal shall pay to the Obligee the difference not to exceed the penalty hereof between the amount specified in said bid and such larger amount for which the Obligee may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect.
- C. SIGNED AND SEALED THIS _____ DAY OF _____, 2014.

BIDDER

WITNESS

By: _____ (SEAL)
PRINCIPAL

WITNESS

By: _____
SURETY

TITLE

Exhibit B
Performance Bond

PERFORMANCE BOND

A. KNOW ALL MEN BY THESE PRESENTS, that _____ (here insert the name and address or legal title of the Contractor) as Principal, hereinafter called Contractor, and _____ (here insert the legal title of Surety) as Surety, hereinafter called Surety, are held firmly bound unto the Santa Fe Solid Waste Management Agency as Oblige, hereinafter called Owner, in the amount of _____ DOLLARS (\$ _____) for the payment whereof Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

B. WHEREAS, the Contractor has by written agreement dated, _____, 2014, entered into a Contract with the Santa Fe Solid Waste Management Agency for Bid No.'15/04/B - Above-Ground Storage Tank Removal and Installation at the Caja del Rio Landfill in accordance with Contract Documents prepared by the Owner which Contract is by reference made a part hereof, and is hereinafter referred to as the Contract.

C. NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that, if Contractor shall promptly and faithfully perform said Contract, then this obligation shall be null and void; otherwise it shall remain in full force and effect.

1. The Surety hereby waives notice of any alteration or extension of time made by the Owner.
2. Whenever Contractor shall be, and declared by the Owner to be in default under the Contract, the Owner having performed Owner's obligations thereunder, the Surety may promptly remedy the default or shall promptly:
 - a. Complete the Contract in accordance with its terms and conditions or
 - b. Obtain a bid or bids for submission to Owner for completing the Contract in accordance with its terms and conditions, and upon determination by Owner and Surety of the lowest responsible bidder, arrange for a contract between such bidder and Owner, and make available as work progresses (even though there should be a default or a secession of defaults under the

contract or contracts of completion arranged under this paragraph) sufficient funds to pay the cost of completion less the balance of the contract price, but not exceeding, including other costs and damages for which the surety may be liable hereunder, the amount set forth in the first paragraph hereof. The term "balance of the Contract price" as used in this paragraph, shall mean the total amount payable by Owner to Contractor under the Contract and any amendments thereto, less the amount properly paid by Owner to Contractor.

3. Any suit under this bond must be instituted before the expiration of two (2) years from the date on which final payment under the contract falls due.
4. No right of action shall accrue on this bond to or for the use of any person or corporation other than the Owner named herein or the heirs, executors, administrators or successors of the Owner.

(SIGNED) _____

TITLE _____

SUBSCRIBED AND SWORN to before me this _____ day of _____, 2014.

NOTARY PUBLIC

My Commission Expires _____

Contractor- Principal

By: _____

Title: _____

Approved as to form:

Surety

Title: _____

Countersigned: _____

Surety's Authorized New Mexico Agent

Exhibit C
Labor and Material Payment Bond

LABOR AND MATERIAL PAYMENT BOND

A. KNOW ALL MEN BY THESE PRESENTS THAT

(HERE INSERT THE NAME AND ADDRESS OR LEGAL TITLE OF THE CONTRACTOR)
as Principal, hereinafter called Principal, and _____

(HERE INSERT THE LEGAL TITLE OF SURETY)

As Surety, hereinafter called Surety, are held and firmly bound unto the Santa Fe Solid Waste Management Agency as Obligee, hereinafter called Owner, for the use and benefits of claimants as herein below defined, in the amount of _____

DOLLARS, (\$ _____) for the payment whereof Principal and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

B. WHEREAS, Principal has by written agreement dated _____, 2014 entered into a contract with the Santa Fe Solid Waste Management Agency for Bid No. 15/04/B - Above-Ground Storage Tank Removal and Installation at the Caja del Rio Landfill in accordance with Contract Documents prepared by the Owner which Contract is by reference made a part hereof, and is hereinafter referred to as the Contract.

C. NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that if the Principal shall promptly make payment to all claimants as hereinafter defined, for all labor and material used or reasonably required for use in the performance of the Contract, than this obligation shall be void; otherwise, it shall remain in full force, subject, however, to the following conditions.

1. A claimant is defined as one having a direct contract with the principal or with a subcontractor of the principal for labor, material, or both, used or reasonably required for use in the performance of the Contract, labor and material being construed to include that part of water, gas, power, light, heat, oil, gasoline, telephone service or rental of equipment directly applicable to the Contract.
2. The above-named Principal and Surety hereby jointly and severally agree with the Owner that every claimant as herein defined, who has not been paid in full before the expiration of a period of ninety (90) days after the date on which the last of such claimant's work or labor was done or performed, or materials were furnished by such claimant, prosecute the suit to final judgment for such sum or sums as may be justly due claimant, and have execution thereon. The Owner shall not be liable for payment of any cost or expenses of any such suit.
3. No suit or action shall be commenced hereunder by any claimant:
 - a. Unless claimant, or other than one having a direct contract with the principal, shall have written notice to any two of the following: the Principal, the Owner, or the Surety above named, within ninety (90) days after such said claim is made, stating

with substantial accuracy the amount claimed and the name of the party to whom the materials were furnished, or for whom the work or labor was done or performed.

- b. Such notice shall be served by mailing the same by registered mail or certified mail, postage prepaid, in an envelope addressed to the Principal, Owner or Surety, at any place where an office is regularly maintained for the transaction of business, or revised in any manner in which legal process may be served in the state in which the aforesaid project is located, save that such services need not be made by a public officer.
 - c. After the expiration of one (1) year following the date on which Principal ceased work on said Contract, it being understood, however, that if any limitation embodied in this bond is prohibited by any law controlling the construction hereof, such limitation shall be deemed to be amended so as to be equal to the minimum period of limitation permitted by such law.
 - d. Other than in a state court of competent jurisdiction in and for the Owner or other political subdivision of the state in which the project, or any part thereof, is situated, or in the United States District Court for the district in which the project, or any part thereof, is situated, and not elsewhere.
4. The amount of this bond shall not be reduced by and to the extent of any payments made in good faith hereunder, inclusive of the payment by Surety of mechanics liens which may be filed of record against said improvement, whether or not claim for the amount of such lien be presented under and against this bond.

SIGNED AND SEALED on _____, 2014

In the presence of:

NOTARY PUBLIC

My Commission Expires: _____

NAME OF COMPANY

By: _____

Title: _____

Surety

By: _____

Title: _____

Countersigned:

Surety's Authorized New Mexico Agent

This bond is issued simultaneously with performance bond in favor of contracting agency for the faithful performance of the contract.

Exhibit D
Construction Agreement

SANTA FE SOLID WASTE MANAGEMENT AGENCY
CONSTRUCTION AGREEMENT
(Above-Ground Storage Tank Removal and Installation - 2014)

This CONSTRUCTION AGREEMENT ("Agreement") is made and entered into by and between the Santa Fe Solid Waste Management Agency ("the Agency") and _____ (the "Contractor") for the removal and installation of an above ground storage tank as described in RFB No. '15/04/B 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 RFB No. '15/04/B and all related Contract Documents, including Contractor's bid in response thereto, which is incorporated into this Agreement and attached hereto as Exhibit A.

2. STANDARDS OF PERFORMANCE; LICENSES

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

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

3. COMPENSATION

A. The Agency shall pay to Contractor in full payment for services rendered, including applicable gross receipts taxes, a sum not to exceed _____.

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

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

D. Detailed statements containing reimbursement expenses, if any, shall be itemized.

4. APPROPRIATIONS

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

5. TERM AND EFFECTIVE DATE

A. This Agreement shall be effective when signed by the Agency and terminate on June 30, 2015, unless it is terminated sooner pursuant to Article 4 or Article 6 of this Agreement.

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 professional services for the Agency and are not employees of the Agency.
- B. Contractor, its agents, and its employees shall not accrue leave, retirement, insurance, bonding, or any other benefits afforded to employees of the Agency, and shall not be permitted to use Agency vehicles in the performance of this Agreement.
- C. Contractor shall be solely responsible for payment of wages, salaries, and benefits to any and all employees or subcontractors Contractor retains to perform any of its obligations pursuant to this Agreement.

8. CONFIDENTIALITY

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

9. CONFLICT OF INTEREST

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

10. ASSIGNMENT; SUBCONTRACTING

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

Agreement without the Agency's prior written approval.

11. RELEASE

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

12. INSURANCE

A. Contractor, at its own cost and expense, shall carry and maintain in full force and effect during the term of this Agreement professional liability insurance of \$2,000,000 for each claim, comprehensive general liability insurance of \$2,000,000 for each occurrence and \$2,000,000 in general aggregate coverage for bodily injury and property damage liability, in a form and with an insurance company acceptable to the Agency. The Agency shall be named as an additional insured under the insurance policy, and the policy shall provide that the Agency will be notified no less than 30 days before the policy is cancelled for any reason. Contractor has furnished the Agency with a copy of a Certificate of Insurance or other evidence of Contractor's compliance with the provisions of this section as a condition of entering into this Agreement.

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

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

for each accident.

13. INDEMNIFICATION

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

14. NEW MEXICO TORT CLAIMS ACT

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

15. THIRD PARTY BENEFICIARIES

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

16. RECORDS AND AUDIT

Contractor shall maintain throughout the term of this Agreement and for a period of three years thereafter detailed records that indicate the date, time, and nature of services rendered. These

records shall be subject to inspection by the Agency, the City of Santa Fe Finance Department, and the State Auditor. The Agency shall have the right to audit the billing both before and after payment. Payment under this Agreement shall not foreclose the right of the Agency to recover excessive or illegal payments.

17. APPLICABLE LAW; CHOICE OF LAW; VENUE

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

18. AMENDMENT

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

19. SCOPE OF AGREEMENT

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

20. NON-DISCRIMINATION

During the term of this Agreement, Contractor shall not discriminate against any employee or applicant for an employment position to be used in the performance of the services Contractor undertakes pursuant to this Agreement on the basis of ethnicity, race, age, religion,

creed, color, national origin, ancestry, sex, gender, sexual orientation, physical or mental disability, medical condition, or citizenship status.

21. SEVERABILITY

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

22. NOTICES

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

AGENCY: Mr. Randall Kippenbrock, P.E.

Executive Director

Santa Fe Solid Waste Management Agency

149 Wildlife Way

Santa Fe, NM 87506

CONTRACTOR:

23. WARRANTY

All construction, materials, workmanship, and services provided by Contractor shall be covered by a one year warranty, as indicated in the Contract Documents, including the Contractor's bid. The warranty shall begin when the Agency accepts deliverables from the Bidder. The warranty contract shall be solely with the Contractor and the Contractor shall be responsible for ensuring all warranty work is satisfactorily completed on any product under this

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.

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Executive Director

Santa Fe Solid Waste Management Agency

149 Wildlife Way

Santa Fe, NM 87506

CONTRACTOR:

23. WARRANTY

All construction, materials, workmanship, and services provided by Contractor shall be covered by a one year warranty, as indicated in the Contract Documents, including the Contractor's bid. The warranty shall begin when the Agency accepts deliverables from the Bidder. The warranty contract shall be solely with the Contractor and the Contractor shall be responsible for ensuring all warranty work is satisfactorily completed on any product under this

Agreement. The Contractor shall respond to all requests for warranty repair within three (3) hours of notification by the Agency.

24. 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:

Miguel Chavez
Chairperson

Date:

ATTEST:

Geraldine Salazar
Santa Fe County Clerk

CONTRACTOR:

Date:

APPROVED AS TO FORM:

Justin W. Miller
Agency Attorney

Date:

MEMORANDUM

To: SFSWMA Joint Powers Board Members
From: Randall Kippenbrock, P.E., Executive Director (RLX)
Date: September 11, 2014
Subject: Request for Approval to Purchase Two Vehicles from Two Vendors Under New Mexico Statewide Price Agreements 40-000-13-00012 and 40-000-13-00013 in the Amount of \$50,393.00.

BACKGROUND AND SUMMARY:

On August 21, 2014, the Board postponed Item VI (G) on the agenda for the purchase of two vehicles from two automotive vendors Clark Truck Equipment Company, Inc. of Albuquerque, NM, under New Mexico Statewide Price Agreements 40-000-13-00012 and 40-000-13-00013. As such, the matter is being re-introduced at this meeting for approval.

As part the FY-15 annual operating budget, the Board approved the replacement of one vehicle for the Buckman Road Recycling and Transfer Station (BuRRT). In addition the Agency is requesting to purchase a second vehicle for BuRRT. The Agency currently has one vehicle (Unit 1406) that supports the BuRRT operations. The vehicle, however, is used more by the temporary workers for litter cleanups and patrols at BuRRT and the Caja del Rio Landfill. The following table itemizes the two vehicles to be replaced and its current condition.

Unit No.	Year	Make & Model	Mileage	Condition	Original Purchase	Utilization	Replacement
1342	2000	Ford Explorer	176,740	Poor	Used (FY-09)	Transportation for BuRRT staff for travel and education & outreach activities.	2015 Ford Explorer
1406	2002	Ford F350	98,851	Fair	New (FY-02)	Transportation for BuRRT staff and equipment on-site.	2015 Ford F-350

The following table details the new vehicles being requested.

Description	2015 Ford Escape	2014 F-350 Ford (1-ton)
NM Statewide Price Agreement	40-000-13-00012	40-000-13-00013
Item Number	22	15
Vendor	Rich Ford Sales Albuquerque, NM	Bob Turner dba Power Ford Albuquerque, NM
Base Price	\$21,040.00	\$25,004.00

Description	2015 Ford Escape	2014 F-350 Ford (1-ton)
5 year / 100,000 mile \$0 deductible warranty	\$1,410.00	\$2,095
Total Base Price	\$22,450.00	\$27,099.00
Trailer Tow Package (Option E)	-	\$349.00
Spray On Bed Liner (Option FF)	-	\$495.00
Total Purchase Price	\$22,450.00	\$27,943.00

Vehicle accessories and equipment from Clark Truck Equipment Company, Inc. for the F-350 Ford truck will be requested in a separate memo.

Delivery time of the vehicles is 60-90 work days. Additional time is expected for the installation of vehicle accessories and equipment on the F-350 Ford truck.

Funding is available in the Equipment Replacement Reserve Fund Cash Balance.

ACTION REQUESTED:

The Agency is requesting the Board approve the purchase of two (2) new vehicles from New Mexico Statewide Price Agreements 40-000-13-00012 and 40-000-13-00013 from Rich Ford Sales, Inc. and Bob Turner dba Power Ford, both of Albuquerque, NM, in the total amount of \$50,393.00.

The Agency also requests approval of a budget increase to 52501.570950 (Capital Outlay - Vehicles <1.5 Ton) from 5502.100700 (Equipment Replacement Reserve Fund Cash Balance) in the amount of \$50,393.00.

Attachments: 1) Budget Adjustment Request
2) Rich Ford Sales, Inc., Albuquerque, NM
3) Bob Turner dba Power Ford, Albuquerque, NM

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ATTACHMENT

Budget Adjustment Request

City of Santa Fe, New Mexico

BUDGET ADJUSTMENT REQUEST (BAR)

DEPARTMENT / DIVISION / SECTION / UNIT NAME SANTA FE SOLID WASTE MANAGEMENT AGENCY				DATE	
ITEM DESCRIPTION	BU / LINE ITEM	<small>(Finance Dept Use Only)</small> SUBLEDGER / SUBSIDIARY	DR / (CR)	INCREASE	DECREASE
Equipment Replacement Fund	52502.700150	5500	DR	50,393.00	
Operating Fund	51500.600150	5502	(CR)	(50,393.00)	
C/O Vehicles < than 1.5 ton	52501.570950		DR	50,393.00	
JUSTIFICATION: (use additional page if needed) --Attach supporting documentation/memo				TOTAL	
				50,393.00	-

BAR to increase Capital Outlay (C/O) Vehicles less than 1.5 ton to purchase a Ford Explorer and 1 ton Truck from Equipment Replacement Reserve Fund Cash Balance (5502.100700).

Approved at JPB Meeting of September 18, 2014

Angelica G. Salazar _____ Date	CITY COUNCIL APPROVAL		Budget Officer _____ Date
	City Council Approval _____ Date	Approval Required <input type="checkbox"/>	
	Agenda Item #: _____	<input type="checkbox"/>	
Randall Kippenbrock, P.E. Exec Director _____ Date		Finance Director _____ Date	City Manager _____ Date

ATTACHMENT

Rich Ford Sales, Inc., Albuquerque, NM

STATE OF NEW MEXICO CONTRACT ORDER
QUOTE REQUEST

Date Received: 7-18-14
Ordering Agency: Santa Fe Solid Waste
ATTN: Phil Puccio
Vehicle Type: 2015 Escape AWD

Basic Equipment:

Per State of New Mexico Contract # 40-000-13-00012

Ford Motor Co. Fleet ID # QB026

Will be able to order the 2015 model in a couple of weeks

Base Price \$ 21040

Added Equipment:

N) 5yr 100,000 mile Powertrain Warranty + 1410

Per Unit \$ 22450

CONTRACT VENDOR--

RICHARDSON FORD SALES INC.

Damian H. Lusch
Attn: Damian H. Lusch, Sr.

Physical Address:
8601 Lomas Blvd. NE
Albuquerque, NM 87112

Mailing Address:
P.O. Box 3487
Albuquerque, nm 87190

CONTACT PERSON--

DAMIAN H. LUSCH, SR.
505-275-4529- Direct
505-275-4563- Fax
800-917-6176 TOLL FREE



State of New Mexico
General Services Department
Purchasing Division

Statewide Price Agreement Amendment

Awarded Vendor
4 Vendors

Telephone No. _____

Price Agreement Number: 40-000-13-00012

Price Agreement Amendment No.: Three

Term: November 19, 2013 thru November 18, 2014

Ship To:
All State of New Mexico agencies, commissions,
institutions, political subdivisions and local public bodies
allowed by law.

Invoice:

As Requested

Procurement Specialist: Eric Sanchez 

Telephone No.: (505) 827-0554

Title: Automotive Vehicle Cars & Vans

This Price Agreement Amendment is to be attached to the respective Price Agreement and become a part thereof.

This amendment is issued to reflect the following effective immediately. Cancel award to vendor:

(AD) Rich Ford Sales Inc. and re-award to vendor (AA) Bob Turner dba: Power Ford
Base Cost and Net Cost per unit, FOB at \$ 20,783.00, 2014 Ford Escape.

Except as modified by this amendment, the provisions of the Price Agreement shall remain in full force and effect.

Accepted for the State of New Mexico


New Mexico State Purchasing Agent

Date: 1/16/2014

Purchasing Division, 1100 St. Francis Drive 87505, PO Box 6850, Santa Fe, NM 87502-6850 (505) 827-0472

sl 



State of New Mexico
General Services Department
Purchasing Division

Statewide Price Agreement Amendment

Awarded Vendor
0000049896
Bob Turner Ford dba Power Ford
1101 Montano NE
Albuquerque, NM 87107

Telephone No. 505-766-6600

Price Agreement Number: 40-000-13-00012

Price Agreement Amendment No.: Two

Term: November 19, 2013-November 18, 2014

Ship To:
All State of New Mexico agencies, commissions,
institutions, political subdivisions and local public bodies
allowed by law.

Procurement Specialist: Eric Sanchez 

Telephone No.: (505) 827-0554

Invoice:

As Requested

Title: Automotive Vehicle Cars & Vans

This Price Agreement Amendment is to be attached to the respective Price Agreement and become a part thereof.

This amendment is issued to reflect the following effective immediately:

Item number 9 that was awarded on amendment number one to Vendor AA Bob Turner Ford dba Power Ford shall be priced at \$15,153.00. See attached sheet for additional pricing.

Except as modified by this amendment, the provisions of the Price Agreement shall remain in full force and effect.

Accepted for the State of New Mexico



New Mexico State Purchasing Agent

Date: 1/6/14



State of New Mexico
General Services Department
Purchasing Division

Statewide Price Agreement Amendment

Awarded Vendor

0000049896

Bob Turner Ford dba Power Ford

1101 Montano NE

Albuquerque, NM 87107

Telephone No. 505-766-6600

Price Agreement Number: 40-000-13-00012

Price Agreement Amendment No.: One

Term: November 19, 2013-November 18, 2014

Ship To:

All State of New Mexico agencies, commissions, institutions, political subdivisions and local public bodies allowed by law.

Procurement Specialist: Eric Sanchez 

Telephone No.: (505) 827-0554

Invoice:

As Requested

Title: Automotive Vehicle Cars & Vans

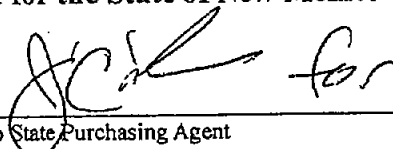
This Price Agreement Amendment is to be attached to the respective Price Agreement and become a part thereof.

This amendment is issued to reflect the following effective immediately:

Award item number 9 to vendor AA Bob Turner Ford dba Power Ford instead of vendor AD Rich Ford. Vendor AA has a lower price.

Except as modified by this amendment, the provisions of the Price Agreement shall remain in full force and effect.

Accepted for the State of New Mexico


New Mexico State Purchasing Agent

Date: 12/2/13



State of New Mexico
General Services Department

Statewide Price Agreement

Awarded Vendor
4 Vendors – See Page 7

Telephone No. _____

Price Agreement Number: 40-000-13-00012

Payment Terms: Net 30

F.O.B.: Destination

Delivery: See Page 7

Ship To:
All State of New Mexico agencies, commissions,
institutions, political subdivisions and local public
bodies allowed by law.

Procurement Specialist: Eric Sanchez *ES*

Telephone No.: (505) 827-0554

Invoice:
As Requested

Title: Automotive Vehicle Cars & Vans

Term: November 19, 2013 thru November 18, 2014

This Price Agreement is made subject to the “terms and conditions” shown on the reverse side of this page, and as indicated in this Price Agreement.

Accepted for the State of New Mexico

[Signature]
New Mexico State Purchasing Agent

Date: 11/14/13

State of New Mexico
General Services Department
Purchasing Division
Price Agreement #: 40-000-13-00012

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Terms and Conditions
(Unless otherwise specified)

1. **General:** When the State Purchasing Agent or his/her designee issues a purchase document in response to the Vendor's bid, a binding contract is created.
2. **Variation in Quantity:** No variation in the quantity of any item called for by this order will be accepted unless such variation has been caused by conditions of loading, shipping, packing or allowances in manufacturing process and then only to the extent, if any, specified in this order.
3. **Assignment:**
 - a. Neither the order, nor any interest therein, nor any claim thereunder, shall be assigned or transferred by the Vendor, except as set forth in Subparagraph 3b or as expressly authorized in writing by the State Purchasing Agent or his/her designee. No such assignment or transfer shall relieve the Vendor from the obligations and liabilities under this order.
 - b. Vendor agrees that any and all claims for overcharge resulting from antitrust violations which are borne by the State as to goods, services, and materials purchased in connection with this bid are hereby assigned to the State.
4. **State Furnished Property:** State furnished property shall be returned to the State upon request in the same condition as received except for ordinary wear, tear and modifications ordered hereunder.
5. **Discounts:** Prompt payment discounts will not be considered in computing the low bid. Discounts for payment within twenty (20) days will be considered after the award of the contract. Discounted time will be computed from the date of receipt of the merchandise invoice, whichever is later.
6. **Inspection:** Final inspection and acceptance will be made at the destination. Supplies rejected at the destination for nonconformance with specifications shall be removed at the Vendor's risk and expense, promptly after notice of rejection.
7. **Inspection of Plant:** The State Purchasing Agent or his/her designee may inspect, at any reasonable time, the part of the Contractor's, or any subcontractor's plant or place of business, which is related to the performance of this contract.
8. **Commercial Warranty:** The Vendor agrees that the supplies or services furnished under this order shall be covered by the most favorable commercial warranties the Vendor gives for such to any customer for such supplies or services. The rights and remedies provided herein shall extend to the State and are in addition to and do not limit any rights afforded to the State by any other clause of this order. Vendor agrees not to disclaim warranties of fitness for a particular purpose of merchantability.
9. **Taxes:** The unit price shall exclude all state taxes.
10. **Packing, Shipping and Invoicing:**
 - a. The State's purchasing document number and the Vendor's name, user's name and location shall be shown on each packing and delivery ticket, package, bill of lading and other correspondence in connection with the shipments. The user's count will be accepted by the Vendor as final and conclusive on all shipments not accompanied by a packing ticket.
 - b. The Vendor's invoice shall be submitted duly certified and shall contain the following information: order number, description of supplies or services, quantities, unit price and extended totals. Separate invoices shall be rendered for each and every complete shipment.
 - c. Invoices must be submitted to the using agency and NOT the State Purchasing Agent.
11. **Default:** The State reserves the right to cancel all or any part of this order without cost to the State, if the Vendor fails to meet the provisions of this order and, except as otherwise provided herein, to hold the Vendor liable for any excess cost occasioned by the State due to the Vendor's default. The Vendor shall not be liable for any excess costs if failure to perform the order arises out of causes beyond the control and without the fault or negligence of the Vendor, such causes include but are not restricted to, acts of God or 1 public enemy, acts of the State or Federal Government, fires, floods, epidemics, quarantine restrictions, strikes, 1 embargoes, unusually severe weather and defaults of

State of New Mexico
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Purchasing Division
Price Agreement #: 40-000-13-00012

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subcontractors due to any of the above, unless the State shall determine that the supplies or services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit the Vendor to meet the required delivery scheduled. The rights of the State provided in this paragraph shall not be exclusive and are in addition to any other rights now being provided by law or under this order.

12. Non-Collusion: In signing this bid the Vendor certifies he/she has not, either directly or indirectly, entered into action in restraint of free competitive bidding in connection with this offer submitted to the State Purchasing Agent or his/her designee.

13. Nondiscrimination: Vendor doing business with the State of New Mexico must be in compliance with the Federal Civil Rights Act of 1964 and Title VII of the Act (Rev. 1979) and the Americans with Disabilities Act of 1990 (Public Law 101-336).

14. The Procurement Code: Sections 13-1-28 through 13-1-99 NMSA 1978, imposes civil and criminal penalties for its violation. In addition the New Mexico criminal statutes impose felony penalties for bribes, gratuities and kickbacks.

15. All bid items are to be NEW and of most current production, unless otherwise specified.

16. Payment for Purchases: Except as otherwise agreed to: late payment charges may be assessed against the user state agency in the amount and under the conditions set forth in Section 13-1-158 NMSA 1978.

17. Workers' Compensation: The Contractor agrees to comply with state laws and rules pertaining to Workers' Compensation benefits for its employees. If the Contractor fails to comply with Workers' Compensation Act and applicable rules when required to do so, this Agreement may be terminated by the contracting agency.

18. Bids must be submitted in a sealed envelope with the bid number and opening date clearly indicated on the bottom left hand side of the front of the envelope. Failure to label bid envelope will necessitate the premature opening of the bid in order to identify the bid number.

19. Contractor Personnel: Personnel proposed in the Contractor's written proposal to the Procuring Agency are considered material to any work performed under this Price Agreement. Once a Purchase Order or contract has been executed, no changes of personnel will be made by the Contractor without prior written consent of the Procuring Agency. Replacement of any Contractor personnel, if approved, shall be with personnel of equal ability, experience, and qualifications. The Contractor will be responsible for any expenses incurred in familiarizing the replacement personnel to insure their being productive to the project immediately upon receiving assignments. Approval of replacement personnel shall not be unreasonably withheld. The Procuring Agency shall retain the right to request the removal of any of the Contractor's personnel at any time.

20. Subcontracting: The Contractor shall not subcontract any portion of the Price Agreement without the prior written approval of the Procuring Agency. No such subcontracting shall relieve the Contractor from its obligations and liabilities under this Price Agreement, nor shall any subcontracting obligate payment from the Agency.

21. Records and Audit: The Contractor shall maintain detailed time and expenditure records that indicate the date, time, nature, and cost of services rendered during this Price Agreement's term and effect, and retain them for a period of three (3) years from the date of final payment under this Price Agreement. The records shall be subject to inspection by the Agency, State Purchasing Division, Department of Finance and Administration, and for Information Technology contracts, State Chief Information Officer. The Agency shall have the right to audit billings, both before and after payment. Payment for services under this Price Agreement shall not foreclose the right of the Agency to recover excessive or illegal payments.

22. The foregoing requirements for Contractor Personnel, Subcontracting, and Audit shall be inserted into all subcontracts from the prime contractor to the subcontractor.

New Mexico Employees Health Coverage

A. If Contractor has, or grows to, six (6) or more employees who work, or who are expected to work, an average of at least 20 hours per week over a six (6) month period during the term of the contract, Contractor certifies, by signing this agreement, to have in place, and agrees to maintain for the term of the contract, health insurance for its New Mexico Employees and offer that health insurance to its New Mexico Employees if the expected annual value in the aggregate of any and all contracts between Contractor and the State exceeds \$250,000 dollars.

B. Contractor agrees to maintain a record of the number of its New Mexico Employees who have (a) accepted health insurance; (b) declined health insurance due to other health insurance coverage already in place; or (c) declined health insurance for other reasons. These records are subject to review and audit by a representative of the state.

C. Contractor agrees to advise all of its New Mexico Employees of the availability of State publicly financed health care coverage programs by providing each of its New Mexico Employees with, as a minimum, the following web site link to additional information: <http://insurennewmexico.state.nm.us/>.

D. For purposes of this Paragraph, the following terms have the following meanings:

- (1) "New Mexico Employee" means any resident of the State of New Mexico employed by Contractor who performs the majority of the employee's work for Contractor within the State of New Mexico, regardless of the location of Contractor's office or offices; and
- (2) "offer" means to make available, without unreasonable restriction, enrollment in one or more health coverage plans and to actively seek and encourage participation in order to achieve the goals of Executive Order 2007-049. This could include State publicly financed public health coverage programs such as *Insure New Mexico!*

State of New Mexico
General Services Department
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New Mexico Pay Equity Initiative

Contractor agrees, if it has ten (10) or more New Mexico employees OR eight (8) or more employees in the same job classification, at any time during the term of this contract, to complete and submit the PE10-249 form on the annual anniversary of the initial report submittal for contracts up to one (1) year in duration. If contractor has (250) or more employees, contractor must complete and submit the PE250 form on the annual anniversary of the initial report submittal for contracts that are up to one (1) year in duration. For contracts that extend beyond one (1) calendar year, or are extended beyond one (1) calendar year, contractor also agrees to complete and submit the PE10-249 or PE250 form, whichever is applicable, within thirty (30) days of the annual contract anniversary date of the initial submittal date or, if more than 180 days has elapsed since submittal of the last report, at the completion of the contract, whichever comes first. Should contractor not meet the size requirement for reporting at contract award but subsequently grows such that they meet or exceed the size requirement for reporting, contractor agrees to provide the required report within ninety (90) days of meeting or exceeding the size requirement. That submittal date shall serve as the basis for submittals required thereafter.

Contractor also agrees to levy this requirement on any subcontractor(s) performing more than 10% of the dollar value of this contract if said subcontractor(s) meets, or grows to meet, the stated employee size thresholds during the term of the contract. Contractor further agrees that, should one or more subcontractor not meet the size requirement for reporting at contract award but subsequently grows such that they meet or exceed the size requirement for reporting, contractor will submit the required report, for each such subcontractor, within ninety (90) days of that subcontractor meeting or exceeding the size requirement. Subsequent report submittals, on behalf of each such subcontractor, shall be due on the annual anniversary of the initial report submittal. Contractor shall submit the required form(s) to the State Purchasing Division of the General Services Department, and other departments as may be determined, on behalf of the applicable subcontractor(s) in accordance with the schedule contained in this paragraph. Contractor acknowledges that this subcontractor requirement applies even though contractor itself may not meet the size requirement for reporting and be required to report it self.

Two (2) copies of the Pay Equity Worksheet shall be submitted prior to Award by the prospective Awarded Vendor.

The PE10-249 and PE250 worksheet is available at the following website:
<http://www.generalservices.state.nm.us/statepurchasing/GuidesProcedures.aspx>

State of New Mexico
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Statewide Price Agreement

Article I – Statement of Work

Under the terms and conditions of this Price Agreement all State of New Mexico agencies, commissions, institutions, political subdivisions and local bodies allowed by law may issue orders for items and/or services described herein. The terms and conditions of this Price Agreement shall form a part of each order issued hereunder.

The items and/or services to be ordered shall be as listed under Article IX - Price Schedule. All orders issued hereunder will bear both an order number and this Price Agreement number. It is understood that no guarantee or warranty is made or implied by the New Mexico State Purchasing Agent, his/her designee or the user that any order for any definite quantity will be issued under this Price Agreement. The Contractor is required to accept the order and furnish the items and/or services in accordance with the articles contained hereunder for the quantity of each order.

Article II – Term

The term of this Price Agreement, for issuance of orders, shall be as indicated in the specifications.

Article III – Specifications

Items and/or services furnished hereunder shall conform to the requirements of specifications and/or drawings applicable to items listed under Article IX-Price Schedule. Orders issued against this schedule will show the applicable Price Agreement item(s), number(s), and price(s); however they may not describe the item(s) fully.

Article IV – Shipping and Billing Instructions

Contractor shall ship in accordance with the following instructions: Shipment shall be made only against specific orders which the user may place with the Contractor during the term; The Contractor shall enclose a packing list with each shipment listing the order number, price agreement number and the commercial parts number (if any) for each item; Delivery shall be made as indicated on page 1. If vendor is unable to meet stated delivery the State Purchasing Agent or his/her designee must be notified.

Article V – Termination

This Price Agreement may be terminated by either signing party upon written notice to the other at least thirty (30) days in advance of the date of termination. Notice of termination of the price agreement shall not affect any outstanding orders.

Article VI – Amendment

This Price Agreement may be amended by mutual agreement of the New Mexico State Purchasing Agent or his/her designee and the Contractor upon written notice by either party to the other. An amendment to this Price Agreement shall not affect any outstanding orders issued prior to the effective date of the amendment as mutually agreed upon, and as published by the New Mexico State Purchasing Agent or his/her designee. Amendments affecting price adjustments and/or the extension of a price agreement expiration date are not allowed unless specifically provided in the bid and price agreement specifications.

Article VII – Issuance of Orders

Only written signed orders are valid under this Price Agreement.

Article VIII – Packing (if applicable)

Packing shall be in conformance with standard commercial practices.

Article IX – Price Schedule

Prices as listed in the price schedule hereto attached are firm.

State of New Mexico
General Services Department
Purchasing Division
Price Agreement #: 40-000-13-00012

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Awarded Vendors:

(AA) 0000049896

Bob Turner Ford dba Power Ford
1101 Montano NE
Albuquerque, NM 87107
(505) 766-6600

Delivery: As Requested

(AB) 0000047770

Melloy Dodge
9621 Coors NW
Albuquerque, NM 87114
(505) 922-2559

Delivery: As Needed

(AC) 0000049313

Reliable Chevrolet
9901 Coors Blvd. NW
Albuquerque, NM 87114
(505) 338-5870

Delivery: 60 - 90 Days

(AD) 0000046112

Rich Ford Sales Inc.
8601 Lomas Blvd. NE
Albuquerque, NM 87112
(505) 275-4529

Delivery: 60 - 90 Days ARO (Subject to Scheduling)

State of New Mexico
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Purchasing Division
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Establish a Statewide Price Agreement for automotive vehicle cars and vans.

The term of this agreement shall be for one (1) year from date of award with the option to extend for a period of three (3) additional years, on a year-to-year basis, by mutual agreement of all parties and approval of the New Mexico State Purchasing Agent at the same price, terms and conditions. This agreement shall not exceed four (4) years.

Agencies must list a contact person, telephone no. and correct title information for the vehicle in the bill to section on the purchase document. There will be an additional charge for lien requirements.

Definition: "Build out date" – when manufacturer stops accepting orders.

Vendors to indicate build out date: *(attach separate sheet, if needed for each (model) _____ * build of out date may be a factor in award. The following conditions shall apply to all items.

- A. Bidder must be a factory authorized in state dealer, and have parts and service facilities within the State of New Mexico
- B. Units shall be new current production year models
- C. All specifications are minimum
- D. Units shall meet all federal and state legal requirements
- E. All vehicles must be assembled in North America
- F. Units shall include all standard items as listed in manufacturer's literature
- G. Units furnished shall be completely assembled, serviced and ready for operation as required by the manufacturer and the user agency.
- H. Units shall carry the manufacturer's standard warranty as offered to the general public. Warranty shall apply from the date the unit is accepted and approved by the user agency as meeting all specifications.
- I. Units are to be transported to the dealer's place of business, rather than driven.
- J. All ordered options shall be installed
- K. Award shall be based on total base cost, F.O.B. Santa Fe, New Mexico
- L. All subcontractors must show proof of current product liability insurance
- M. Requested delivery: Within approx. sixty to ninety (60 – 90) working days ARO depending on vehicle. Subject to manufacturer production schedules
- N. All vehicles shall include all OEM equipment as supplied by the manufacturer, unless otherwise specified in Price Agreement specifications
- O. Prior to delivery of vehicle(s) to user agency, all fuel tanks and reservoirs must be filled to full capacity
- P. Awarded vendor shall acknowledge receipt of purchase order to ordering agency within two (2) working days after receipt of order. Verbal orders are not valid. User agency shall verify receipt of purchase order by vendor along with proof of insurance and Federal Tax ID Number at the time of order.
- Q. The New Mexico State Purchasing Division reserves the right to add or delete options and/or negotiate the price of options if it is to the best interest of the State of New Mexico.
- R. Ornamentation – advertising: No dealer advertisement shall be displayed on the interior of vehicle(s)
- S. Dealer order sheets must be provided with bid, for each item bid, that lists all specifications and options requested (less price)

Notice to selling dealer(s): Vehicles delivered with dealer advertisement stickers and/or plates will be returned for removal at dealer's expense.

It should be noted that extension of this Price Agreement to certain non-profit organizations under contract with the State or funded in part by the state may be allowed, provided, however, that such organization can furnish the proper tax exemption certificate. In addition, all State of New Mexico agencies, commissions, institutions, political subdivisions and local public bodies allowed by law are authorized to purchase from this Price Agreement, pursuant to section 13-1-129 (NMSA 1978)

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General Services Department
Purchasing Division
Price Agreement #: 40-000-13-00012

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Awarded vendors are required to submit a quarterly sales activity report for each item (unit) sold on this Price Agreement. The report shall include the procuring agency name, brief description of units sold, and the total amount subtotaled by processing agency name.

Notice to ordering agency(ies): Sufficient ordering time must be given to vendors to fulfill each order. Vendors are not responsible for filling orders placed for less than ninety (90) days prior to end of each fiscal year.

Prompt payment to awarded vendor is very important. The buying agency(ies) must make every effort to expedite payment within ten (10) days or sooner from receipt is according to Section 13-1-158 (b) NMSA 1978.

The awarded vendor has the right to withhold vehicle transaction documents (M.S.O.) until payment has received. In addition: Section 13-1-158 (NMSA 1978) authorizes the seller to assess late payment charges on past due accounts not to exceed one and one-half percent (1 ½%) per month of the unpaid balance. Paragraph C of this section also states that if the payment shall be deemed on the date it is postmarked.

Supplemental Terms and Conditions

Intent of Specifications:

The specifications are intended to describe equipment for use by the ordering agency which will operate efficiently and safely. The design specifications incorporated herein are intended to describe such unit and to set forth minimal performance parameters required by the State of New Mexico. Any references herein to a particular make or model are not intended to be restrictive but to set forth an acceptable level of quality, design and size.

Qualified Bidders:

Bids may be accepted from manufacturers and/or factory authorized dealers who are able and willing to provide responsive service to the ordering agency during the warranty period if required. Bidders must be in a position to offer the lowest cost/highest effectiveness, completely assembled units meeting or exceeding the minimum specifications contained herein.

When additional equipment (components) are required to complete a bid package which is not normally supplied by the bidder, such equipment shall be supplied by an authorized equipment supplier, but shall be the full responsibility of the bidder. (Example: truck chassis with dump body installed.)

Inspection of Work:

Representatives of the State Purchasing Agent's office or the ordering agencies, shall have access, at any reasonable time, to the bidder's and manufacturer's facilities for the purposes of inspection during periods of manufacture or assembly of the items to be ordered hereunder. The costs associated with such inspection trips shall be borne by the State and/or ordering agency.

Late Delivery:

It is expressly understood and agreed that, as a result of the public interest, and because of the monetary losses which may be sustained by the State, as a result of failure to deliver the equipment described in the Price Agreement on time, that time is of the essence in the performance of this Price Agreement. It is agreed that damages resulting from late delivery can neither be accurately anticipated or calculated.

In the event of the failure of the bidder to deliver in accordance with the bidder's guaranteed delivery date, the bidder shall be liable to the user agency and/or the State for liquidated damages in the following amounts for each day the unit(s) are delivered late: \$ none per day. Documented strikes, national emergencies, or acts of God are the only justifiable reasons for delay in delivery.

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Late Pickup:

The ordering agency may be subject to late pickup fees if ordered units are not picked up within ten (10) working days upon notification from vendor.

At the option of the State Purchasing Agent, the user agency may invoke the default provision of this Price Agreement contained in the general conditions and instructions to bidders in addition to any liquidated damages as outlined above.

Motor Vehicle Regulations:

Unit(s) ordered shall be furnished with all equipment necessary to comply with all applicable rules and regulations of the New Mexico Department of Motor Vehicles and shall be in compliance with safety standards required by the Federal Motor Vehicle Safety Standards established by the National Traffic Safety Administration, and the safety standards required by OSHA and applicable ANSI standards and reference to the operation of such vehicles within the State of New Mexico.

Certificates, Manuals and Warranties:

When the unit(s) is delivered, the bidder shall deliver to the ordering agency (if applicable):

- A) Documents of title (released at time of payment)
- B) Certificate of origin (to be released at time of payment)
- C) Warranty and guarantee certificates
- D) Certifications specified in the contract
- E) Manuals specified in the contract

Guarantees and Warranty:

Unit(s) furnished hereunder shall be fully warranted on parts and labor for a minimum period of one (1) year, or as may otherwise be required under this specification.

It is understood that unit(s) offered in response to this request for bids will be of new design. In the event that unforeseen operational problems occur because of new design, the manufacturer shall warrant that it will retrofit at no cost to the ordering agency, any improvements developed to problems of repeated or early failure in meeting acceptable performance standards for a period of one (1) year from date of delivery.

Servicing:

Unit(s) ordered under this Price Agreement shall be completely serviced and ready for operation upon delivery.

Service:

The successful bidder shall arrange to provide a service facility employing factory trained service representatives to service the equipment and all components described herein warranty service shall be provided to the user agency on a priority basis. Upon notification to the bidder or delivery of unit to his facility, the unit(s) will be repaired or serviced within five (5) working days, unless beyond the control of the vendor, parts ordered will take longer. This period may be extended at the user's option only for major repairs such as engine or transmission overhauls. Failure to complete repairs within the stipulated time, or receipt of the user/owner concurrence for extending this time, may result in contract default and remedies as prescribed in the general conditions and instructions to bidders. Vendors must provide certified proof of service capabilities for alternative fuel vehicle.

Responsibility of Bidders:

It shall be the responsibility of the bidder to secure written quotations on price and delivery from manufacturers among the general specifications set forth herein. Only those manufacturers, who can meet delivery dates, such as to permit delivery of completely assembled unit to the ordering agency by specified delivery date, shall be considered by the bidder. The bidder may be required to provide the State with field test results and surveys which will show conclusively:

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- (A) Maintenance and reliability experience of units in service for at least one (1) year
- (B) Additional date in the opinion of the bidder on the actual performance of equipment will assist the State in selecting the most effective cost efficient unit offered by the bidder

Payment or acceptance Not Conclusive:

Vendor must supply agency with a computer generated invoice for payment. No payment made under this Price Agreement shall be conclusive evidence of the performance of the Price Agreement, either wholly or in part, and that no payment made for the delivery of the items in whole or in part shall be construed as an acceptance of defective work or improper materials, nor relieve the bidder from corrections of the defects. The final acceptance shall not be binding upon the ordering agency or the State, or conclusive, should it subsequently develop the bidder has furnished inferior items or had departed from the specifications and/or the terms of the Price Agreement. Should such conditions become evident, the ordering agency shall have the right, notwithstanding final acceptance and payment, to cause the item(s) to be properly furnished in accordance with the specifications (and drawings, if any) at the cost and expense of the bidder.

Order of Preference:

In the event of conflict between the general conditions and instructions to bidders and the supplemental terms and conditions, the supplemental terms and conditions shall prevail.

Any references herein to a particular make or model number are not intended to be restrictive, but to be set forth an acceptable level of quality and design.

Method of Awards

The State reserves the right to award to multiple vendors per item, which ever, in his/her judgment best serves the interest of the State of New Mexico.

All ordered options shall be installed

State of New Mexico
General Services Department
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Item	Approx. Qty.	Unit	Article and Description	Unit Price
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022 46 Each Utility Vehicle, Compact, Four (4) Door, All-Wheel Drive

Base Cost, per unit, FOB, dealer's place of business
Net Cost, per unit, FOB, Santa Fe, New Mexico

Model:
Make:
Engine:
MPG City:
MPG Hwy:

(AC)	(AD)
\$22,162.00	\$21,040.00
\$22,162.00	\$21,040.00
	Escape
	Ford
	SE 4WD

Minimum Specifications:

Horsepower: 173 Torque: 172
Transmission: Heavy-duty, automatic
Air bag: Dual
Air conditioning: Factory installed front/rear (if applicable)
Axle: Factory Standard
Brakes: Power, four wheel anti-lock
Color: Factory standard, to be determined by ordering agency
Doors: Power locks
Floor mats: Front only
Fuel tanks: Maximum fuel capacity available
Glass: Factory standard tint all around
Gross vehicle weight rating: Four thousand three hundred (4,300) pounds
Keys: Three (3) sets
Mirrors: Power outside right/left below eye level, inside-non glare day/night
Windows: Power
Radio: AM/FM with CD, factory installed
Seats: Front, dual reclining cloth. Rear, cloth for two (2) passengers
Steering: Power, tilt wheel/cruise control
Tires: Factory standard tire, spare tire/wheel included (spare tire shall not be located in cargo area)
Top: Full cover, solid construction
Wheel base: One hundred three (103) inches
Windshield wipers: Two-speed intermittent with washer

Options:

- A) Two wheel drive in lieu of four wheel drive (all season tire)
- B) Cargo bulkhead screen behind driver
- C) Cargo bulkhead screen second seat
- D) Color other than factory standard production (five (5) unit minimum)
- E) Cruise control and tilt wheel
- F) Six-inch spotlight
- G) Roof width amber led light bar: Code three (3) or federal signal
- H) Vinyl Seats
- I) Six thousand (6,000) lb. capacity planetary gear driven electric winch, 1/4" cable, hook and guide for 4 x 4 only

	(AC)	(AD)
(deduct)	\$950.00	\$395.00
add	N/A	\$950.00
add	N/A	\$850.00
add	N/A	--
(deduct)	Std	--
add	N/A	--
add	\$1,350.00	\$1,985.00 10 module LED
add	N/A	N/A
add	N/A	--

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(Item 022 Continued)

J) Trailer towing package and receiver hitch less ball mount

K) Engine: Other

L) Special service package

M) Mileage charge for one way delivery of unit to area(s) other than Santa Fe, NM

N) Warranty, factory, five (5) years – One hundred thousand (100,000) miles for motor and drive train, zero (0) deductible

O) Warranty, factory, five (5) years – Seventy-five thousand (75,000) miles bumper to bumper, zero (0) deductible

P) Electric trailer brake controller

Q) Keys, additional

R) Wheel locks

S) Air bag lock

	(AC)	(AD)
add	\$355.00	\$495.00 Class II Req Opt K 2.0 L Engine
add	\$3,725.00 3.6 L V-6	\$1,395.00 2.0 L Ecoboost
add	N/A	--
add	\$1.60 mile	\$1.75 mile
add	Std	\$1,410.00
add	\$1,445.00	\$1860.00
add	\$230.00	\$335.00
add	\$90.00	\$265.00
add	\$90.00	\$75.00 Not installed
add	N/A	\$95.00 Driver's side

Vendor (AD) – Additional Options:

T) Tonneau cover

U) All weather mats

V) Cargo area protection

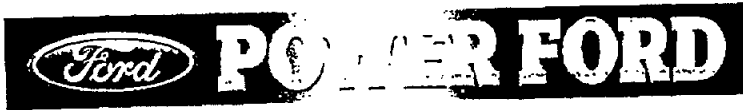
W) Reverse sensing

	(AD)
add	\$218.00
add	\$96.00
add	\$149.00
add	\$315.00

*** 21 Items Awarded ***

ATTACHMENT

Bob Turner dba Power Ford, Albuquerque, NM



POWER FORD

1101 MONTANO ROAD NE • ALBUQUERQUE, NM 87107 • 505-766-6600

August 4, 2014

To: Phil Lucero
Santa Fe Solid Waste Management Agency

Re: Agreement 40-000-13-00013

Quote

Item 15

Ford W3B

\$25,004.00

Option E Trailer towing package and class three
receiver hitch less ball mount
Option Y Warranty, factory 5 years – 100,000 miles
for motor and drive train, zero deductible
Option FF Spray on bed liner (black only)

\$349.00

\$2,095.00

\$495.00

Total

\$27,943.00

Thank you,

Gary Timmons
Fleet Manager
Power Ford
(505) 449-1293



State of New Mexico
General Services Department
Purchasing Division

Statewide Price Agreement Amendment

Awarded Vendor
12 Vendors

Telephone No. _____

Price Agreement Number: 40-000-13-00013

Price Agreement Amendment No.: One

Term: December 9, 2013 - December 8, 2014

Ship To:
All State of New Mexico agencies, commissions,
institutions, political subdivisions and local public bodies
allowed by law.

Procurement Specialist: Vanessa LeBlanc

Telephone No.: (505) 827-0629

Invoice:

As Requested

Title: Automotive Vehicle Trucks & Utilities

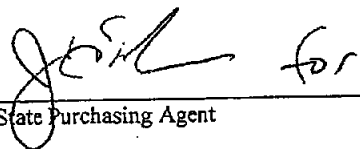
This Price Agreement Amendment is to be attached to the respective Price Agreement and become a part thereof.

This amendment is issued to reflect the following effective immediately.

Please see attached Revised Statewide Price Agreement.

Except as modified by this amendment, the provisions of the Price Agreement shall remain in full force and effect.

Accepted for the State of New Mexico


New Mexico State Purchasing Agent

Date: 12/16/2013

Purchasing Division, 1100 St. Francis Drive 87505, PO Box 6850, Santa Fe, NM 87502-6850 (505) 827-0472

VL

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Terms and Conditions
(Unless otherwise specified)

1. **General:** When the State Purchasing Agent or his/her designee issues a purchase document in response to the Vendor's bid, a binding contract is created.
2. **Variation in Quantity:** No variation in the quantity of any item called for by this order will be accepted unless such variation has been caused by conditions of loading, shipping, packing or allowances in manufacturing process and then only to the extent, if any, specified in this order.
3. **Assignment:**
 - a. Neither the order, nor any interest therein, nor any claim thereunder, shall be assigned or transferred by the Vendor, except as set forth in Subparagraph 3b or as expressly authorized in writing by the State Purchasing Agent or his/her designee. No such assignment or transfer shall relieve the Vendor from the obligations and liabilities under this order.
 - b. Vendor agrees that any and all claims for overcharge resulting from antitrust violations which are borne by the State as to goods, services, and materials purchased in connection with this bid are hereby assigned to the State.
4. **State Furnished Property:** State furnished property shall be returned to the State upon request in the same condition as received except for ordinary wear, tear and modifications ordered hereunder.
5. **Discounts:** Prompt payment discounts will not be considered in computing the low bid. Discounts for payment within twenty (20) days will be considered after the award of the contract. Discounted time will be computed from the date of receipt of the merchandise invoice, whichever is later.
6. **Inspection:** Final inspection and acceptance will be made at the destination. Supplies rejected at the destination for nonconformance with specifications shall be removed at the Vendor's risk and expense, promptly after notice of rejection.
7. **Inspection of Plant:** The State Purchasing Agent or his/her designee may inspect, at any reasonable time, the part of the Contractor's, or any subcontractor's plant or place of business, which is related to the performance of this contract.
8. **Commercial Warranty:** The Vendor agrees that the supplies or services furnished under this order shall be covered by the most favorable commercial warranties the Vendor gives for such to any customer for such supplies or services. The rights and remedies provided herein shall extend to the State and are in addition to and do not limit any rights afforded to the State by any other clause of this order. Vendor agrees not to disclaim warranties of fitness for a particular purpose of merchantability.
9. **Taxes:** The unit price shall exclude all state taxes.
10. **Packing, Shipping and Invoicing:**
 - a. The State's purchasing document number and the Vendor's name, user's name and location shall be shown on each packing and delivery ticket, package, bill of lading and other correspondence in connection with the shipments. The user's count will be accepted by the Vendor as final and conclusive on all shipments not accompanied by a packing ticket.
 - b. The Vendor's invoice shall be submitted duly certified and shall contain the following information: order number, description of supplies or services, quantities, unit price and extended totals. Separate invoices shall be rendered for each and every complete shipment.
 - c. Invoices must be submitted to the using agency and NOT the State Purchasing Agent.
11. **Default:** The State reserves the right to cancel all or any part of this order without cost to the State, if the Vendor fails to meet the provisions of this order and, except as otherwise provided herein, to hold the Vendor liable for any excess cost occasioned by the State due to the Vendor's default. The Vendor shall not be liable for any excess costs if failure to perform the order arises out of causes beyond the control and without the fault or negligence of the Vendor, such causes include but are not restricted to, acts of God or ²⁶ public enemy, acts of the State or Federal Government,

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fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, unusually severe weather and defaults of subcontractors due to any of the above, unless the State shall determine that the supplies or services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit the Vendor to meet the required delivery scheduled. The rights of the State provided in this paragraph shall not be exclusive and are in addition to any other rights now being provided by law or under this order.

12. Non-Collusion: In signing this bid the Vendor certifies he/she has not, either directly or indirectly, entered into action in restraint of free competitive bidding in connection with this offer submitted to the State Purchasing Agent or his/her designee.

13. Nondiscrimination: Vendor doing business with the State of New Mexico must be in compliance with the Federal Civil Rights Act of 1964 and Title VII of the Act (Rev. 1979) and the Americans with Disabilities Act of 1990 (Public Law 101-336).

14. The Procurement Code: Sections 13-1-28 through 13-1-99 NMSA 1978, imposes civil and criminal penalties for its violation. In addition the New Mexico criminal statutes impose felony penalties for bribes, gratuities and kickbacks.

15. All bid items are to be NEW and of most current production, unless otherwise specified.

16. Payment for Purchases: Except as otherwise agreed to: late payment charges may be assessed against the user state agency in the amount and under the conditions set forth in Section 13-1-158 NMSA 1978.

17. Workers' Compensation: The Contractor agrees to comply with state laws and rules pertaining to Workers' Compensation benefits for its employees. If the Contractor fails to comply with Workers' Compensation Act and applicable rules when required to do so, this Agreement may be terminated by the contracting agency.

18. Bids must be submitted in a sealed envelope with the bid number and opening date clearly indicated on the bottom left hand side of the front of the envelope. Failure to label bid envelope will necessitate the premature opening of the bid in order to identify the bid number.

19. Contractor Personnel: Personnel proposed in the Contractor's written proposal to the Procuring Agency are considered material to any work performed under this Price Agreement. Once a Purchase Order or contract has been executed, no changes of personnel will be made by the Contractor without prior written consent of the Procuring Agency. Replacement of any Contractor personnel, if approved, shall be with personnel of equal ability, experience, and qualifications. The Contractor will be responsible for any expenses incurred in familiarizing the replacement personnel to insure their being productive to the project immediately upon receiving assignments. Approval of replacement personnel shall not be unreasonably withheld. The Procuring Agency shall retain the right to request the removal of any of the Contractor's personnel at any time.

20. Subcontracting: The Contractor shall not subcontract any portion of the Price Agreement without the prior written approval of the Procuring Agency. No such subcontracting shall relieve the Contractor from its obligations and liabilities under this Price Agreement, nor shall any subcontracting obligate payment from the Agency.

21. Records and Audit: The Contractor shall maintain detailed time and expenditure records that indicate the date, time, nature, and cost of services rendered during this Price Agreement's term and effect, and retain them for a period of three (3) years from the date of final payment under this Price Agreement. The records shall be subject to inspection by the Agency, State Purchasing Division, Department of Finance and Administration, and for Information Technology contracts, State Chief Information Officer. The Agency shall have the right to audit billings, both before and after payment. Payment for services under this Price Agreement shall not foreclose the right of the Agency to recover excessive or illegal payments.

22. The foregoing requirements for Contractor Personnel, Subcontracting, and Audit shall be inserted into all subcontracts from the prime contractor to the subcontractor.

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New Mexico Employees Health Coverage

A. If Contractor has, or grows to, six (6) or more employees who work, or who are expected to work, an average of at least 20 hours per week over a six (6) month period during the term of the contract, Contractor certifies, by signing this agreement, to have in place, and agrees to maintain for the term of the contract, health insurance for its New Mexico Employees and offer that health insurance to its New Mexico Employees if the expected annual value in the aggregate of any and all contracts between Contractor and the State exceeds \$250,000 dollars.

B. Contractor agrees to maintain a record of the number of its New Mexico Employees who have (a) accepted health insurance; (b) declined health insurance due to other health insurance coverage already in place; or (c) declined health insurance for other reasons. These records are subject to review and audit by a representative of the state.

C. Contractor agrees to advise all of its New Mexico Employees of the availability of State publicly financed health care coverage programs by providing each of its New Mexico Employees with, as a minimum, the following web site link to additional information: <http://insurennewmexico.state.nm.us/>.

D. For purposes of this Paragraph, the following terms have the following meanings:

- (1) "New Mexico Employee" means any resident of the State of New Mexico employed by Contractor who performs the majority of the employee's work for Contractor within the State of New Mexico, regardless of the location of Contractor's office or offices; and
- (2) "offer" means to make available, without unreasonable restriction, enrollment in one or more health coverage plans and to actively seek and encourage participation in order to achieve the goals of Executive Order 2007-049. This could include State publicly financed public health coverage programs such as *Insure New Mexico!*

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New Mexico Pay Equity Initiative

Contractor agrees, if it has ten (10) or more New Mexico employees OR eight (8) or more employees in the same job classification, at any time during the term of this contract, to complete and submit the PE10-249 form on the annual anniversary of the initial report submittal for contracts up to one (1) year in duration. If contractor has (250) or more employees, contractor must complete and submit the PE250 form on the annual anniversary of the initial report submittal for contracts that are up to one (1) year in duration. For contracts that extend beyond one (1) calendar year, or are extended beyond one (1) calendar year, contractor also agrees to complete and submit the PE10-249 or PE250 form, whichever is applicable, within thirty (30) days of the annual contract anniversary date of the initial submittal date or, if more than 180 days has elapsed since submittal of the last report, at the completion of the contract, whichever comes first. Should contractor not meet the size requirement for reporting at contract award but subsequently grows such that they meet or exceed the size requirement for reporting, contractor agrees to provide the required report within ninety (90) days of meeting or exceeding the size requirement. That submittal date shall serve as the basis for submittals required thereafter.

Contractor also agrees to levy this requirement on any subcontractor(s) performing more than 10% of the dollar value of this contract if said subcontractor(s) meets, or grows to meet, the stated employee size thresholds during the term of the contract. Contractor further agrees that, should one or more subcontractor not meet the size requirement for reporting at contract award but subsequently grows such that they meet or exceed the size requirement for reporting, contractor will submit the required report, for each such subcontractor, within ninety (90) days of that subcontractor meeting or exceeding the size requirement. Subsequent report submittals, on behalf of each such subcontractor, shall be due on the annual anniversary of the initial report submittal. Contractor shall submit the required form(s) to the State Purchasing Division of the General Services Department, and other departments as may be determined, on behalf of the applicable subcontractor(s) in accordance with the schedule contained in this paragraph. Contractor acknowledges that this subcontractor requirement applies even though contractor itself may not meet the size requirement for reporting and be required to report it self.

Two (2) copies of the Pay Equity Worksheet shall be submitted prior to Award by the prospective Awarded Vendor.

The PE10-249 and PE250 worksheet is available at the following website:
<http://www.generalservices.state.nm.us/statepurchasing/GuidesProcedures.aspx>

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Statewide Price Agreement

Article I – Statement of Work

Under the terms and conditions of this Price Agreement all State of New Mexico agencies, commissions, institutions, political subdivisions and local bodies allowed by law may issue orders for items and/or services described herein. The terms and conditions of this Price Agreement shall form a part of each order issued hereunder.

The items and/or services to be ordered shall be as listed under Article IX - Price Schedule. All orders issued hereunder will bear both an order number and this Price Agreement number. It is understood that no guarantee or warranty is made or implied by the New Mexico State Purchasing Agent, his/her designee or the user that any order for any definite quantity will be issued under this Price Agreement. The Contractor is required to accept the order and furnish the items and/or services in accordance with the articles contained hereunder for the quantity of each order.

Article II – Term

The term of this Price Agreement, for issuance of orders, shall be as indicated in the specifications.

Article III – Specifications

Items and/or services furnished hereunder shall conform to the requirements of specifications and/or drawings applicable to items listed under Article IX-Price Schedule. Orders issued against this schedule will show the applicable Price Agreement item(s), number(s), and price(s); however they may not describe the item(s) fully.

Article IV – Shipping and Billing Instructions

Contractor shall ship in accordance with the following instructions: Shipment shall be made only against specific orders which the user may place with the Contractor during the term; The Contractor shall enclose a packing list with each shipment listing the order number, price agreement number and the commercial parts number (if any) for each item; Delivery shall be made as indicated on page 1. If vendor is unable to meet stated delivery the State Purchasing Agent or his/her designee must be notified.

Article V – Termination

This Price Agreement may be terminated by either signing party upon written notice to the other at least thirty (30) days in advance of the date of termination. Notice of termination of the price agreement shall not affect any outstanding orders.

Article VI – Amendment

This Price Agreement may be amended by mutual agreement of the New Mexico State Purchasing Agent or his/her designee and the Contractor upon written notice by either party to the other. An amendment to this Price Agreement shall not affect any outstanding orders issued prior to the effective date of the amendment as mutually agreed upon, and as published by the New Mexico State Purchasing Agent or his/her designee. Amendments affecting price adjustments and/or the extension of a price agreement expiration date are not allowed unless specifically provided in the bid and price agreement specifications.

Article VII – Issuance of Orders

Only written signed orders are valid under this Price Agreement.

Article VIII – Packing (if applicable)

Packing shall be in conformance with standard commercial practices.

Article IX – Price Schedule

Prices as listed in the price schedule hereto attached are firm.

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Awarded Vendors:

(AA) 0000044613 Beaver Motors Inc. 1500 St. Michaels Drive Santa Fe, NM 87505 (505) 690-4376	Delivery: As Requested
(AB) 0000049896 Bob Turner Ford dba Power Ford 1101 Montano NE Albuquerque, NM 87107 (505) 449-1293	Delivery: 90 Days
(AC) 0000054961 Bruckner's Truck Sales Inc. 8101 Daytona Blvd. NW Albuquerque, NM 87121 (505) 843-7703	Delivery: 90 Days ARO
(AD) 0000094627 Construction Truck Equipment 10200 Trumbull SE Albuquerque, NM 87123 (505) 292-8018	Delivery: As Required
(AE) 0000051541 Don Chalmers Ford 2500 Rio Rancho Blvd Rio Rancho, NM 87124 (505) 890-2153	Delivery: 8 - 12 Weeks (dependent upon FMC Delivery).
(AF) 0000047770 Melloy Dodge 9621 Coors NW Albuquerque, NM 87114 (505) 350-7590	Delivery: As needed and where needed
(AG) 0000049313 Reliable Chevrolet 9901 Coors Blvd. NW Albuquerque, NM 87114 (505) 338-5870	Delivery: Approx. 60 - 90 days
(AH) 0000046112 Rich Ford Sales 8601 Lomas Blvd NE Albuquerque, NM 87112 PO Box 3487 Albuquerque, NM 87190 (505) 275-4529	Delivery: 75 - 90 days Aug. Subject to manufacturers scheduling

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Awarded Vendors Continued:

(AI) 0000083388

Roberts Truck Center of New Mexico, LLC
1623 Aspen Ave. NW
Albuquerque, NM 87104
(505) 243-7883

Delivery: 60 - 120 days ARO

(AJ) 0000045857

Clark Truck Equipment Co.
PO Box 3483
Albuquerque, NM 87190
(505) 880-8222

Delivery: 30 – 60 Days ARO

(AK) 0000046837

MCT Industries, Inc.
7451 Pan American Frwy NE
Albuquerque, NM 87109
(505) 345-8651

Delivery: TBD

(AL) 0000049004

Trucks Unique, Inc.
4914 Pan American Fwy. NE
Albuquerque, NM 87109
(505) 884-5749

Delivery: As Requested

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Establish a Statewide Price Agreement for Automobile Vehicles: trucks and utilities.

The term of this Price Agreement shall be for one (1) year from date of award with the option to extend for a period of three (3) additional years, on a year-to-year basis, by mutual agreement of all parties and approval of the New Mexico State Purchasing Agent at the same price, terms and conditions. This Price Agreement shall not exceed four (4) years.

Agencies must list a contact person, telephone no. and correct title information for vehicle in the bill to section on the purchase document. There will be an additional charge for lien requirements.

Definition: "build out date" – when manufacturer stops accepting orders.

Vendors to indicate build out date: *(attach separate sheet, if needed for each model) _____ *

Build out date may be factor on award. The following conditions shall apply to all items:

- A. Bidder must be a factory authorized in state dealer, and have parts and service facilities within the state of New Mexico
- B. Units shall be new current production year models
- C. All specifications are minimum
- D. Units shall meet all federal and state legal requirements
- E. All vehicles must be assembled in North America
- F. Units shall include all standard items as listed in manufacturer's literature
- G. Units furnished shall be completely assembled, serviced, and ready for operation as required by the manufacturer and the user agency.
- H. Units shall carry the manufacturer's standard warranty as offered to the general public. Warranty shall apply from the date the unit is accepted and approved by the user agency as needing all specifications
- I. Units are to be transported to the dealer's place of business, rather than driven
- J. All ordered option should be installed
- K. Award shall be based on total base cost, F.O.B. Santa Fe, New Mexico
- L. All subcontractors must show proof of current product liability insurance
- M. Requested Delivery: Within approx., sixty to ninety (60-90) work days depending on vehicle are subject to manufacturer production schedules
- N. All vehicles shall include all OEM equipment as supplied by the manufacturer, unless otherwise specified in Price Agreement
- O. Prior to delivery of vehicle(s) to user agency, all fuel tanks and reservoirs must be filled to full capacity
- P. Awarded vendor shall acknowledge receipt of purchase order to ordering agency within two working days after receipt of order. Verbal orders are not valid. User agency shall verify receipt of purchase order by vendor along with proof of insurance and Federal Tax ID Number at the time of order
- Q. The New Mexico Purchasing Division reserves the right to add or delete options and/or negotiate the price of options if it is to the best interest of the State of New Mexico
- R. Ornamentation – advertising; No dealer advertisement shall be displayed on the interior or the exterior of vehicle(s)
- S. Dealer order sheets must be provided with bid, for each item bid, that lists all specifications and options requested (less price)

Notice to selling dealer(s):

Vehicles delivered with dealer advertisement stickers and/or plates will be returned for removal at dealer's expense. It should be noted that extension of this Price Agreement to certain non-profit organizations under contract with the State or funded in part by the State may be allowed, provided, however, that such organization can furnish the proper tax exemption certificate. In addition, all State of New Mexico agencies, commissions, institutions, political subdivisions and local public bodies allowed by law are authorized to purchase from this Price Agreement, pursuant to Section 13-1-129 (NMSA 1978)

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Awarded vendors are required to submit a quarterly sales activity report for each item (unit) sold on this Price Agreement. The report shall include the procuring agency name, brief description of units sold and the total amount subtotaled by processing agency name.

Notice to ordering agency (ies):

Sufficient ordering time must be given to vendors to fulfill each order. Vendors will not be held responsible to fill orders placed less than ninety (90) days prior to end of each fiscal year.

Prompt payment to awarded vendor is very important. Buying agency(ies) must make every effort to expedite payment within ten (10) days or sooner from receipt of vehicle as according to Section 13-1-158 (B) NMSA 1978.

The awarded vendor has the right to withhold vehicle transition documents (M.S.O.) until payment is received. In addition: Section 13-1-158 (NMSA 1978) authorizes the seller to assess late payment charges on past due accounts not to exceed one and one-half percent (1 ½) per month of the unpaid balance. Paragraph C of this section also states that if a payment is made by mail, the payment shall be deemed tendered on the date it is postmarked.

Supplemental terms and conditions

Intent of specifications:

The specifications are intended to describe equipment for use by the ordering agency, which will operate efficiently and safely. The design specifications incorporated herein are intended to describe such unit, and to set forth minimal performance parameters required by the State of New Mexico. Any references herein to a particular make or model are not intended to be restrictive but to set forth an acceptable level of quality, design and size.

Qualified bidders:

Bids may be accepted from manufacturers and/or factory authorized dealers who are able and willing to provide responsive service to the ordering agency during the warranty period and the extended warranty period if required. Vendors must be in a position to offer the lowest cost/highest effectiveness, completely assembled units meeting or exceeding the minimum specifications contained herein.

When additional equipment (components) are required to complete a bid package which is not normally supplied by the vendor, such equipment shall be supplied by an authorized equipment supplier, but shall be the full responsibility of the vendor. (Example: truck chassis with dump body installed)

Inspection of work:

Representatives of the State Purchasing Agent's Office or the ordering agencies, shall have access, at any reasonable time, to the vendor's and manufacturer's facilities for the purposes of inspection trips shall be borne by the State and/or ordering agency.

Late delivery:

It is expressly understood and agreed that, because of the public interest, and because of the monetary losses, which may be sustained by the State, because of failure to deliver the equipment described in the contract on time that time is of the essence in the performance of this contract. It is agreed that damages resulting from late delivery can neither be accurately anticipated or calculated.

In the event of the failure of the vendor to deliver in accordance with the bidder's guaranteed delivery date, the bidder shall be liable to the user agency and/or the State for liquidated damages in the following amounts for each day the unit(s) are delivered late: \$ none per day. Documented strikes, national emergencies, or acts of God are the only justifiable reasons for delay in delivery.

Late pickup:

The ordering agency may be subject to late pickup fees if ordered units are not picked up within ten (10) working days upon notification from vendor.

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At the option of the State Purchasing Agent, the user agency may invoke the default provision of this contract contained in the general conditions and instructions to vendors in addition to any liquidated damages as outlined above.

Motor vehicle regulations:

Unit(s) ordered shall be furnished with all equipment necessary to comply with all applicable rules and regulations of the New Mexico Department of Motor Vehicles and shall be in compliance with safety standards required by the Federal Motor Vehicle Safety Standards established by the National Traffic Safety Administration, and the safety standards required by OSHA and applicable ANSI standards and reference to the operation of such vehicles within the State of New Mexico.

Certificates, manuals and warranties:

When unit(s) is delivered, the vendor shall deliver to the ordering agency (if applicable):

- A) Documents of title (to be released at time of payment)
- B) Certificate of origin (to be released at time of payment)
- C) Warranty and guarantee certificates.
- D) Certifications specified in the contract.
- E) Manuals specified in the contract.

Guarantees and warranty:

Unit(s) furnished hereunder shall be fully warranted on parts and labor for a minimum period of one (1) year, or as may otherwise be required under this specification.

It is understood that unit(s) offered in response to this request for bids will be of new design. In the event that unforeseen operational problems occur because of new design, the manufacturer shall warrant that it will retrofit at no cost to the ordering agency, any improvements developed to problems of repeated or early failure in meeting acceptable performance standards for a period of one (1) date of delivery.

Servicing:

Unit(s) ordered under this contract shall be completely serviced and ready for operation upon delivery.

Service:

The successful vendor shall arrange to provide a service facility employing a factory trained service representatives to service the equipment and all components described herein. Warranty service shall be provided to the user agency on a priority basis. Upon notification to the vendor or delivery of unit to his facility, the unit(s) will be repaired or serviced within five (5) working days, unless beyond the control of the vendor, parts ordered will take longer. This period may be extended at the user's option only for major repairs such as engine or transmission overhauls. Failure to complete repairs within the stipulated time, or receipt of the user/owner concurrence for extending this time, may result in contract default and remedies as described in the general conditions and instructions to vendors. Vendors must provide certified proof of service capabilities for alternative fuel vehicles.

Responsibility of bidders:

It shall be the responsibility of the vendor to secure written quotations on price and delivery from manufacturer's meeting the general specifications set forth herein. Only those manufacturers who can meet delivery dates, such as to permit delivery of completely assembled unit(s) to the ordering agency by specified delivery date shall be considered by the vendor. The vendor may be required to provide the State with field test results and surveys, which will show conclusively:

- A) Maintenance and reliability experience of units in service for at least one (1) year.
- B) Other data on actual performance of equipment, which in the opinion of the bidder will assist the State in selecting the most effective cost efficient unit offered by the vendor

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General Services Department
Purchasing Division
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Payment or acceptance not conclusive:

Vendor must supply agency with a computer-generated invoice for payment. No payment made under this contract shall be conclusive evidence of the performance of the contract, either wholly or in part, and that no payment made for the delivery of the items in whole or in part shall be construed as an acceptance of defective work or improper materials, nor relieve the vendor from corrections of the defects. The final acceptance shall not be binding upon the ordering agency or the State, or conclusive, should it subsequently develop the vendor has furnished inferior items or had departed from the specifications and/or the terms of the contract. Should such conditions become evident, the ordering agency shall have the right, notwithstanding final acceptance and payment, to cause the item(s) to be properly furnished in accordance with the specifications (and drawings, if any) at the cost and expense of the vendor.

Order of preference:

In the event of conflict between the general conditions and instructions to vendors and the supplemental terms and conditions, the supplemental terms and conditions shall prevail.

Any references herein to a particular make or model number are intended not to be restrictive, but to set forth an acceptable level of quality and design.

Method of award:

Award will be made to the lowest responsible bidder meeting or exceeding specifications, terms and conditions. The State reserves the right to award to multiple vendors per item, which ever, in his/her judgment, best serves the interest of the State of New Mexico.

All ordered options should be installed.

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Item	Approx. Qty.	Unit	Article and Description	Unit Price		
015	60	Each	Truck, 1 ton, long wheel base, crew cab, 4 x 4, single rear wheels Base Cost: Per Unit, FOB, Dealer's Place of Business Net Cost: Per Unit, FOB, Santa Fe, NM	(AB)	(AF)	(AG)
				\$25,004.00	\$30,531.00	\$30,081.00
				\$25,004.00	\$30,531.00	\$30,081.00
			Model:	W3B	D28L92	Silverado 3500
			Make:	Ford	Dodge 3500	Chevrolet
			Engine:	6.2	V-8 Gas	6.0 Liter

Minimum Specifications:

Horsepower: 316 Torque: 360

Transmission: Heavy-duty, automatic

Air bags: Dual

Air conditioner: Factory installed

Axle: Factory standard

Body: Wide pickup bed

Brakes: Power, 4 wheel antilock

Bumper: Heavy-duty rear step bumper

Color: Factory standard to be determined by ordering agency

Factory skid plates

Fuel tanks: Maximum fuel capacity available

Glass: Factory standard tint all around

Gross vehicle weight rating: 9,900 pounds

Keys: 3 complete sets of keys

Mirrors: outside/left below eye level (extendable trailer towing). Inside non-glare day/night

Radio: AM/FM push button, factory installed

Seats: Front-dual reclining split bench cloth; rear-manufacturer's standard

Tires: All terrain tires, full-size spare tire/wheel included

Wheel base: 160 inches

Windshield wipers: 2-speed intermittent with washer

Options:

- A) 2 wheel drive in lieu of 4 wheel drive (all-season tires)
- B) Engine: Other (diesel)
- C) Dual rear wheels
- D) Cloth bucket seats no center console
- E) Trailer towing package and class three receiver hitch less ball mount
- F) Short wheel base
- G) Keys: Additional
- H) Color other than factory standard production: (5 unit minimum)
- I) Cruise control and tilt wheel
- J) Limited slip rear differential
- K) Locking rear differential
- L) Power door locks/power windows
- M) Radio, AM-FM CD
- N) 6-inch spotlight
- O) Diesel DEF tank relocation required with utility body
- P) Vinyl seats

	(AB)	(AF)	(AG)
(deduct)	\$1,200.00	\$1,200.00	\$1,100.00
(add)	\$8,900.00	\$8,000.00	\$8,395.00
(add)	\$2,495.00	\$940.00	\$330.00
(add)	\$895.00	\$700.00	N/C
(add)	\$349.00	\$779.00	\$485.00
(deduct)	\$100.00	\$400.00	\$400.00
(add)	\$199.00	\$325.00	\$80.00
(add)	\$1,200.00	\$500.00	\$300.00
(add)	\$425.00	\$300.00	Standard
(add)	\$420.00	\$550.00	N/A
(add)	\$420.00		\$395.00
(add)	\$1,295.00	\$300.00	\$836.00
(add)	\$450.00	\$276.00	\$400.00
(add)	\$450.00	\$375.00	\$295.00
(add)	\$995.00	\$900.00	N/A
(add/deduct)	\$100.00	N/A	N/C

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Item 015 Continued:

Options Continued:

- Q) Locking bed cover
- R) Steel cross toolbox (dual lid) weather guard or Rawson-Koenig
- S) Steel cross saddle toolbox (single lid) weather guard or Rawson-Koenig
- T) Heavy-duty louvered headache rack (white) Rawson-Koenig
- U) In-bed spare tire mount with #3 master pad lock (agency will specify location)
- V) 8,000 lb. capacity driven electric winch, 5/16" cable, hook and guide for 4 x 4 only
- W) Snow plow prep package (must be ordered if snow plow is purchased)
- X) Mileage charge for one way delivery of unit to area, other than Santa Fe, New Mexico
- Y) Warranty, factory, 5 years – 100,000 miles for motor and drive train, zero deductible. Diesel engine (surcharge)
- Z) Warranty, factory, 5 years – 75,000 miles bumper to bumper zero deductible
- AA) Tires: 265, mud & snow 4 x 4
- BB) Bed (delete) (long bed only)
- CC) In bed chest-type single lid, toolbox, steel, weather guard or Rawson-Koenig
- DD) State police paint configuration
- EE) Trailer brake
- FF) Spray on bed liners (black only)
- GG) Drop in bed liner (black only)
- HH) 7 ½ snow plow
- II) 8 ½ snow plow
- JJ) Roof width amber light bar with 10 LED's: code 3 or federal signal
- KK) Roof width amber light bar with 16 LED's: code 3 or federal signal
- LL) Optional axle ratios
- MM) Wheel locks (Installed by customer)
- NN) Utility body
- OO) Platform body
- PP) Headboard
- QQ) Stake sides
- RR) 3 point locking system
- SS) Utility body (with dual rear wheels)
- TT) Power trailer tow mirrors

	(AB)	(AF)	(AG)
(add)	\$1,695.00	\$2,400.00	\$1,785.00
(add)	\$795.00	\$740.00	\$740.00
(add)	\$795.00	\$740.00	\$740.00
(add)	\$495.00	\$740.00	\$465.00
(add)	\$260.00	\$390.00	\$195.00
(add)	\$2,595.00	\$2,400.00	\$2,060.00
(add)	\$195.00	\$900.00	\$285.00
(add)	\$2.50	\$250.00	\$1.60 Mile
(add)	\$2,095.00	Free	Standard
(add)	\$2,395.00	\$3,275.00	\$1,665.00
(add)	\$895.00	\$1,400.00	Included
(deduct)	\$400.00	\$400.00	\$350.00
(add)	\$695.00	\$750.00	\$600.00
(add)	\$1,200.00	\$950.00	\$500.00
(add)	\$349.00	\$490.00	\$230.00
(add)	\$495.00	\$550.00	\$500.00
(add)	\$395.00	\$250.00	\$380.00
(add)	\$8,200.00	\$6,200.00	\$7,350.00
(add)	\$8,795.00	\$7,300.00	\$7,400.00
(add)	\$1,895.00	\$1,500.00	\$1,595.00
(add)	\$2,495.00	\$1,940.00	\$2,150.00
(add)	\$495.00		\$100.00
(add)	\$299.00	\$60.00	\$80.00
(add)	\$5,995.00	\$6,900.00	\$5,040.00
(add)	\$2,875.00	\$3,275.00	\$2,500.00
(add)	\$975.00	\$4,490.00	\$560.00
(add)	\$2,395.00	\$1,600.00	\$1,550.00
(add)	\$725.00	\$390.00	\$560.00
(add)	\$6,395.00	\$7,100.00	\$6,425.00
(add)	N/A	\$413.00	\$300.00

State of New Mexico
General Services Department
Purchasing Division
Price Agreement #: 40-000-13-00013

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Item 015 Continued:

Utility Body Specifications:

Low profile utility body for eight thousand six hundred (8,600) GVWR cab and chassis truck. Body to be approximately ninety-six inches (96") long and seventy-eight inches (78") wide with fourteen inches (14") deep side compartments and forty-eight inches (48") wide cargo area. Body compartments to be approximately thirty-six inches (36") high. Three (3) compartments on each side of body with standard adjustable shelves and dividers. Electrically welded all steel body constructed of sixteen (16) gauge galvanized steel with eighteen (18) gauge shelves and dividers. Double panel doors built of twenty-two (22) gauge steel. Locking handles keyed alike. Twelve (12) gauge steel diamond tread floor with three (3) steel length longitudinal members welded to four (4) eleven (11) gauge cross members. Eight inch (8") high tailgate with chains. Body to be equipped with full width rear step bumper with hitch recess. Two (2) inch combination ball/pintle hitch. Two (2) "d" rings and six (6) way electrical plug and electric brake controller. Flush mount stop-tail-backup turns lights recessed in rear of body. DOT approved body lights and reflectors. Body installed complete on eight thousand six hundred (8,600) GVWR truck with fifty-six (56") cab to axle dimensions. Body painted to match truck cab. Five (5) year warranty on rust and cracks. Tail, brakes & marker light to be LED.

Additional Options:

(AF) UU) U-Connect/Bluetooth add \$900.00

MEMORANDUM

To: SFSWMA Joint Powers Board Members
From: Randall Kippenbrock, P.E., Executive Director RLK
Date: September 11, 2014
Subject: Request for Approval to Purchase a Snow Plow and Vehicle Accessories from Clark Truck Equipment Company, Inc. of Albuquerque, NM, Under New Mexico Statewide Price Agreements 10-000-00-00087 and 11-000-00-00077 in the Amount of \$8,540.00.

BACKGROUND AND SUMMARY:

On August 21, 2014, the Board postponed Item VI (H) on the agenda for the purchase of a snow plow and vehicle accessories from Clark Truck Equipment Company, Inc. of Albuquerque, NM, under New Mexico Statewide Price Agreements 10-000-00-00087 and 11-000-00-00077. As such, the matter is being re-introduced at this meeting for approval.

The Agency is requesting to purchase a snow plow and vehicle accessories for a new truck in order for the truck to serve its intended purposes. The table below itemizes the truck, its usage, general duties, and required accessories and equipment.

Vehicle	Usage	Duties	Required Accessories/Equipment
2015 Ford F-350 (one ton truck)	BuRRT	Transport staff, tools and materials to and from BuRRT and landfill in support of BuRRT operations. Snow plow during winter months at BuRRT and adjoining roads (Buckman Road and Paseo de Vista)	Headache rack, warning light, and one 8-foot heavy duty snow plow package.

Clark Truck Equipment Company of Albuquerque, NM, has two New Mexico Statewide Price Agreements (NMSPA) to cover the snow plow package and truck related accessories: 10-000-00-00087 and 11-000-00-00077. Both NMSPA's establish a discount over the retail pricing for all product lines being represented. The table below itemizes the specific snow plow along with the accessories being requested. Note that all prices include installation related costs.

Description	Cost	New Mexico Statewide Price Agreement
Headache rack	\$475.00	11-000-00-00077
Warning light bar with switch wired in cab	\$1005.00	10-000-00-00087
Fisher model HD8 heavy duty snow plow package	\$7,060.00	10-000-00-00087
Total purchase price for accessories/equipment	\$8,540.00	-

The installation of the snow plow package and vehicle accessories on the truck will take place after the delivery of the truck in 60-90 days from the dealership.

Funding is available in the Equipment Replacement Reserve Fund Cash Balance.

ACTION REQUESTED:

The Agency is requesting the Board approve the purchase of a snow plow and vehicle accessories from Clark Truck Equipment Company, Inc. of Albuquerque, NM, under New Mexico Statewide Price Agreements 10-000-00-00087 and 11-000-00-00077 in the amount of \$8,540.00.

The Agency also requests approval of a budget increase to 52501.570500 (Capital Outlay – Machinery and Equipment) from 5502.100700 (Equipment Replacement Reserve Fund Cash Balance) in the amount of \$8,540.00.

Attachment: 1) Budget Adjustment Request
2) Clark Truck Equipment Company, Albuquerque, NM
3) New Mexico Statewide Price Agreement 10-000-00-00087
4) New Mexico Statewide Price Agreement 11-000-00-00077

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ATTACHMENT

Budget Adjustment Request

City of Santa Fe, New Mexico

BUDGET ADJUSTMENT REQUEST (BAR)

DEPARTMENT / DIVISION / SECTION / UNIT NAME SANTA FE SOLID WASTE MANAGEMENT AGENCY				DATE	
ITEM DESCRIPTION	BU / LINE ITEM	<small>(Finance Dept Use Only)</small>		INCREASE	DECREASE
		SUBLEDGER / SUBSIDIARY	DR / (CR)		
Equipment Replacement Fund	52502.700150	5506	DR	8,540.00	
Operating Fund	51500.600150	5502	(CR)	(8,540.00)	
C/O Equipment & Machinery	52501.570500		DR	8,540.00	
JUSTIFICATION: (use additional page if needed) -Attach supporting documentation/memo				TOTAL	8,540.00

BAR to increase Capital Outlay (C/O) Equipment and Machinery to purchase a Snow Plow
from Equipment Replacement Reserve Fund Cash Balance (5502.100700).

Approved at JPB Meeting of September 18, 2014

Angelica G. Salazar _____ Date	CITY COUNCIL APPROVAL City Council Approval Required <input type="checkbox"/>		Budget Officer _____ Date
	City Council Approval Date _____	Finance Director _____ Date	City Manager _____ Date
	Agenda Item #: _____		
Randall Kippenbrock, P.E. Exec Director _____ Date			

ATTACHMENT

Clark Truck Equipment Company, Albuquerque, NM



Serving New Mexico for Over 60 Years "The Best Service"
CLARK
TRUCK EQUIPMENT CO., INC.

501 Industrial NE / P.O. BOX 3483 / Albuquerque, New Mexico 87190-3483
Telephone (505) 880-8222 / Toll Free 1-800-678-2741 / Fax (505) 880-8288
www.cle-nm.com

Santa Fe Solid Waste Management Agency
149 Wild Lift Way
Santa Fe, NM 87506

Attention; Phillip Lucero

Phone 505-231-7617
plucero@sfswwma.org

July 31st 2014

Vehicle 2015 Ford F350 4x4

Provide and install Fisher model HD8 heavy duty snow plow package to include
8 foot moldboard with trip edge and replaceable cutting edge, custom mounting kit, sector and A frame,
light kit. Power unit with inside cab control to provide raise, lowering, right and left angle of blade. Per
NMSPA 10-000-00-00087

Lot net installed \$ 7060.00

Estimated availability 2 to 3 weeks A.R.O.

Provide and install louvered headache rack per NMSPA 11-000-00-00077

Installed \$ 475.00

Provide and install Federal JLX series warning light wired to switch in cab.
per NMSPA 10-000-00-00087

Installed \$ 1005.00

Total \$ 8540.00

The estimated availability of the mounting and light kit is 10 to 14 days A.R.O. Price quoted is assuming
no installation interference and that no addition parts will be required

Thank you for giving us the opportunity to quote your equipment requirements. If you have any questions
please do not hesitate in contacting us.

Rick Tibbetts

ATTACHMENT

New Mexico Statewide Price Agreement 10-000-00-00087



State of New Mexico
General Services Department
Purchasing Division

Statewide Price Agreement Amendment

Awarded Vendor
81 Vendors

Telephone No. _____

Price Agreement Number: 10-000-00-00087

Price Agreement Amendment No.: Two

Term: September 12, 2011 thru September 11, 2014

Ship To:
All State of New Mexico agencies, commissions,
institutions, political subdivisions and local public bodies
allowed by law.

Procurement Specialist: Sandra Lujan *SL*

Telephone No.: (505) 827-0242

Invoice:
As Requested

Title: Automotive Vehicle Maintenance, Repairs, Parts and Labor

This Price Agreement Amendment is to be attached to the respective Price Agreement and become a part thereof.

In accordance with Price Agreement provisions, and by mutual agreement of all parties, this Price Agreement is extended from September 12, 2013 to September 11, 2014 at the same price, terms and conditions to all vendors except (CX) 0000047231 R&L Service Center and (CZ) 0000047030 Werner Tire Service, who do not wish to extend.

Except as modified by this amendment, the provisions of the Price Agreement shall remain in full force and effect.

Accepted for the State of New Mexico

Paul Kippert
New Mexico State Purchasing Agent

Date: 9/10/2013

Purchasing Division, 1100 St. Francis Drive 87505, PO Box 6850, Santa Fe, NM 87502-6850 (505) 827-0472

VL
P.S.



State of New Mexico
General Services Department
Purchasing Division

Statewide Price Agreement Amendment

Awarded Vendor
83 Vendors

Telephone No. _____

Price Agreement Number: 10-000-00-00087

Price Agreement Amendment No.: One

Term: Sept. 12, 2011 Thru Sept. 11, 2013

Ship To:
All State of New Mexico agencies, commissions,
institutions, political subdivisions and local public bodies
allowed by law.

Procurement Specialist: Sandra Lujan SL

Telephone No.: (505) 827-0242

Invoice:
As Requested

Title: Automotive Vehicle Maintenance, Repairs, Parts and Labor

This Price Agreement Amendment is to be attached to the respective Price Agreement and become a part thereof.

In accordance with Price Agreement provisions, and by mutual agreement of all parties, this Price Agreement is extended from September 12, 2012 to September 11, 2013 at the same price, terms and conditions.

Except as modified by this amendment, the provisions of the Price Agreement shall remain in full force and effect.

Accepted for the State of New Mexico

[Signature] 9/11/12
New Mexico State Purchasing Agent

Date: 9/10/2012

Purchasing Division, 1100 St. Francis Drive 87505, PO Box 6850, Santa Fe, NM 87502-6850 (505) 827-0472

sl *[Signature]*



State of New Mexico
General Services Department

Statewide Price Agreement

Awarded Vendor
83 Vendors - See Page 6

Telephone No. _____

Price Agreement Number: 10-000-00-00087

Payment Terms: Net 30

F.O.B.: Destination

Delivery: As Requested by User

Ship To:
All State of New Mexico agencies, commissions,
institutions, political subdivisions and local public bodies
allowed by law.

Procurement Specialist: Sandra Lujan *SL*

Telephone No.: (505) 827-0242

Invoice:
Statewide

Title: Automotive Vehicle Maintenance, Repairs, Parts and Labor

Term: September 12, 2011 thru September 11, 2012

This Price Agreement is made subject to the "terms and conditions" shown on the reverse side of this page, and as indicated in this Price Agreement.

Accepted for the State of New Mexico

A handwritten signature in black ink, appearing to be "J. M. S.", written over a horizontal line.

New Mexico State Purchasing Agent

Date: 9/6/2011

State of New Mexico
General Services Department
Purchasing Division
Price Agreement #: 10-000-00-00087

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Terms and Conditions
(Unless otherwise specified)

1. **General:** When the State Purchasing Agent or his/her designee issues a purchase document in response to the Vendor's bid, a binding contract is created.
2. **Variation in Quantity:** No variation in the quantity of any item called for by this order will be accepted unless such variation has been caused by conditions of loading, shipping, packing or allowances in manufacturing process and then only to the extent, if any, specified in this order.
3. **Assignment:**
 - a. Neither the order, nor any interest therein, nor any claim thereunder, shall be assigned or transferred by the Vendor, except as set forth in Subparagraph 3b or as expressly authorized in writing by the State Purchasing Agent or his/her designee. No such assignment or transfer shall relieve the Vendor from the obligations and liabilities under this order.
 - b. Vendor agrees that any and all claims for overcharge resulting from antitrust violations which are borne by the State as to goods, services, and materials purchased in connection with this bid are hereby assigned to the State.
4. **State Furnished Property:** State furnished property shall be returned to the State upon request in the same condition as received except for ordinary wear, tear and modifications ordered hereunder.
5. **Discounts:** Prompt payment discounts will not be considered in computing the low bid. Discounts for payment within twenty (20) days will be considered after the award of the contract. Discounted time will be computed from the date of receipt of the merchandise invoice, whichever is later.
6. **Inspection:** Final inspection and acceptance will be made at the destination. Supplies rejected at the destination for nonconformance with specifications shall be removed at the Vendor's risk and expense, promptly after notice of rejection.
7. **Inspection of Plant:** The State Purchasing Agent or his/her designee may inspect, at any reasonable time, the part of the Contractor's, or any subcontractor's plant or place of business, which is related to the performance of this contract.
8. **Commercial Warranty:** The Vendor agrees that the supplies or services furnished under this order shall be covered by the most favorable commercial warranties the Vendor gives for such to any customer for such supplies or services. The rights and remedies provided herein shall extend to the State and are in addition to and do not limit any rights afforded to the State by any other clause of this order. Vendor agrees not to disclaim warranties of fitness for a particular purpose of merchantability.
9. **Taxes:** The unit price shall exclude all state taxes.
10. **Packing, Shipping and Invoicing:**
 - a. The State's purchasing document number and the Vendor's name, user's name and location shall be shown on each packing and delivery ticket, package, bill of lading and other correspondence in connection with the shipments. The user's count will be accepted by the Vendor as final and conclusive on all shipments not accompanied by a packing ticket.
 - b. The Vendor's invoice shall be submitted duly certified and shall contain the following information: order number, description of supplies or services, quantities, unit price and extended totals. Separate invoices shall be rendered for each and every complete shipment.
 - c. Invoices must be submitted to the using agency and NOT the State Purchasing Agent.

State of New Mexico
General Services Department
Purchasing Division
Price Agreement #: 10-000-00-00087

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11. Default: The State reserves the right to cancel all or any part of this order without cost to the State, if the Vendor fails to meet the provisions of this order and, except as otherwise provided herein, to hold the Vendor liable for any excess cost occasioned by the State due to the Vendor's default. The Vendor shall not be liable for any excess costs if failure to perform the order arises out of causes beyond the control and without the fault or negligence of the Vendor, such causes include but are not restricted to, acts of God or the public enemy, acts of the State or Federal Government, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, unusually severe weather and defaults of subcontractors due to any of the above, unless the State shall determine that the supplies or services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit the Vendor to meet the required delivery scheduled. The rights of the State provided in this paragraph shall not be exclusive and are in addition to any other rights now being provided by law or under this order.

12. Non-Collusion: In signing this bid the Vendor certifies he/she has not, either directly or indirectly, entered into action in restraint of free competitive bidding in connection with this offer submitted to the State Purchasing Agent or his/her designee.

13. Nondiscrimination: Vendor doing business with the State of New Mexico must be in compliance with the Federal Civil Rights Act of 1964 and Title VII of the Act (Rev. 1979) and the Americans with Disabilities Act of 1990 (Public Law 101-336).

14. The Procurement Code: Sections 13-1-28 through 13-1-99 NMSA 1978, imposes civil and criminal penalties for its violation. In addition the New Mexico criminal statutes impose felony penalties for bribes, gratuities and kickbacks.

15. All bid items are to be NEW and of most current production, unless otherwise specified.

16. Payment for Purchases: Except as otherwise agreed to: late payment charges may be assessed against the user state agency in the amount and under the conditions set forth in Section 13-1-158 NMSA 1978.

17. Workers' Compensation: The Contractor agrees to comply with state laws and rules pertaining to Workers' Compensation benefits for its employees. If the Contractor fails to comply with Workers' Compensation Act and applicable rules when required to do so, this Agreement may be terminated by the contracting agency.

18. Bids must be submitted in a sealed envelope with the bid number and opening date clearly indicated on the bottom left hand side of the front of the envelope. Failure to label bid envelope will necessitate the premature opening of the bid in order to identify the bid number.

New Mexico Employees Health Coverage

A. If Contractor has or grows to six (6) or more employees who work or who are expected to work an average of at least twenty (20) hours per week over a six (6) month period during the term of the contract, Contractor certifies, by signing this agreement, to have in place and agree to maintain for the term of the contract health insurance for those employees and offer that health insurance to those employees no later than July 1, 2010, if the expected annual value in the aggregate of any and all contracts between Contractor and the State exceed two hundred fifty thousand dollars (\$250,000).

B. Contractor agrees to maintain a record of the number of employees who have (a) accepted health insurance; (b) declined health insurance due to other health insurance coverage already in place; or (c) declined health insurance for other reasons. These records are subject to review and audit by a representative of the State.

C. Contractor agrees to advise all employees of the availability of State publicly financed health care coverage programs by providing each employee with, as a minimum, the following website link for additional information:
<http://insurenwnewmexico.state.nm.us/>

State of New Mexico
General Services Department
Purchasing Division
Price Agreement #: 10-000-00-00087

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New Mexico Pay Equity Initiative

Contractor agrees, if it has ten (10) or more New Mexico employees OR eight (8) or more employees in the same job classification, at any time during the term of this contract, to complete and submit the PE10-249 form on the annual anniversary of the initial report submittal for contracts up to one (1) year in duration. If contractor has (250) or more employees, contractor must complete and submit the PE250 form on the annual anniversary of the initial report submittal for contracts that are up to one (1) year in duration. For contracts that extend beyond one (1) calendar year, or are extended beyond one (1) calendar year, contractor also agrees to complete and submit the PE10-249 or PE250 form, whichever is applicable, within thirty (30) days of the annual contract anniversary date of the initial submittal date or, if more than 180 days has elapsed since submittal of the last report, at the completion of the contract, whichever comes first. Should contractor not meet the size requirement for reporting at contract award but subsequently grows such that they meet or exceed the size requirement for reporting, contractor agrees to provide the required report within ninety (90) days of meeting or exceeding the size requirement. That submittal date shall serve as the basis for submittals required thereafter.

Contractor also agrees to levy this requirement on any subcontractor(s) performing more than 10% of the dollar value of this contract if said subcontractor(s) meets, or grows to meet, the stated employee size thresholds during the term of the contract. Contractor further agrees that, should one or more subcontractor not meet the size requirement for reporting at contract award but subsequently grows such that they meet or exceed the size requirement for reporting, contractor will submit the required report, for each such subcontractor, within ninety (90) days of that subcontractor meeting or exceeding the size requirement. Subsequent report submittals, on behalf of each such subcontractor, shall be due on the annual anniversary of the initial report submittal. Contractor shall submit the required form(s) to the State Purchasing Division of the General Services Department, and other departments as may be determined, on behalf of the applicable subcontractor(s) in accordance with the schedule contained in this paragraph. Contractor acknowledges that this subcontractor requirement applies even though contractor itself may not meet the size requirement for reporting and be required to report it self.

Notwithstanding the foregoing, if this Contract was procured pursuant to a solicitation, and if Contractor has already submitted the required report accompanying their response to such solicitation, the report does not need to be re-submitted with this Agreement.

The PE10-249 and PE250 worksheet is available at the following website:
<http://www.generalservices.state.nm.us/spd/guidance.doc>

State of New Mexico
General Services Department
Purchasing Division
Price Agreement #: 10-000-00-00087

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Statewide Price Agreement

Article I – Statement of Work

Under the terms and conditions of this Price Agreement all State of New Mexico agencies, commissions, institutions, political subdivisions and local bodies allowed by law may issue orders for items and/or services described herein. The terms and conditions of this Price Agreement shall form a part of each order issued hereunder.

The items and/or services to be ordered shall be as listed under Article IX - Price Schedule. All orders issued hereunder will bear both an order number and this Price Agreement number. It is understood that no guarantee or warranty is made or implied by the New Mexico State Purchasing Agent, his/her designee or the user that any order for any definite quantity will be issued under this Price Agreement. The Contractor is required to accept the order and furnish the items and/or services in accordance with the articles contained hereunder for the quantity of each order.

Article II – Term

The term of this Price Agreement, for issuance of orders, shall be as indicated in the specifications.

Article III – Specifications

Items and/or services furnished hereunder shall conform to the requirements of specifications and/or drawings applicable to items listed under Article IX-Price Schedule. Orders issued against this schedule will show the applicable Price Agreement item(s), number(s), and price(s); however they may not describe the item(s) fully.

Article IV – Shipping and Billing Instructions

Contractor shall ship in accordance with the following instructions: Shipment shall be made only against specific orders which the user may place with the Contractor during the term; The Contractor shall enclose a packing list with each shipment listing the order number, price agreement number and the commercial parts number (if any) for each item; Delivery shall be made as indicated on page 1. If vendor is unable to meet stated delivery the State Purchasing Agent or his/her designee must be notified.

Article V – Termination

This Price Agreement may be terminated by either signing party upon written notice to the other at least thirty (30) days in advance of the date of termination. Notice of termination of the price agreement shall not affect any outstanding orders.

Article VI – Amendment

This Price Agreement may be amended by mutual agreement of the New Mexico State Purchasing Agent or his/her designee and the Contractor upon written notice by either party to the other. An amendment to this Price Agreement shall not affect any outstanding orders issued prior to the effective date of the amendment as mutually agreed upon, and as published by the New Mexico State Purchasing Agent or his/her designee. Amendments affecting price adjustments and/or the extension of a price agreement expiration date are not allowed unless specifically provided in the bid and price agreement specifications.

Article VII – Issuance of Orders

Only written signed orders are valid under this Price Agreement.

Article VIII – Packing (if applicable)

Packing shall be in conformance with standard commercial practices.

Article IX – Price Schedule

Prices as listed in the price schedule hereto attached are firm.

State of New Mexico
General Services Department
Purchasing Division
Price Agreement #: 10-000-00-00087

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Awarded Vendors:

Alamogordo

(AA)

0000052150

Sacramento Tire & Auto Service

1615 Tenth Street

Alamogordo, NM 88310

(575) 437-1660

Albuquerque

(AB)

0000049317

Albuquerque Brake & Alignment, Inc.

PO Box 93668

Albuquerque, NM 87199-3668

(505) 822-9140

(AC)

0000042058

American Collision & Towing

4815 Jefferson St NE

Albuquerque, NM 87109

(505) 881-1081

(AD)

0000050290

Christian's Automotive Suspensions, Inc.

8811 2nd St. NW

Albuquerque, NM 87114

(505) 899-2400

(AE)

0000051704

Corley's Albuquerque Lincoln Volvo

9000 Pan American Freeway NE

Albuquerque, NM 87113

(505) 260-2200

(AF)

0000083040

Cross Country Auto Parts, LLC

dba ABQ Auto Parts

100 Industrial Ave NE

Albuquerque, NM 87107

(505) 247-2703

State of New Mexico
General Services Department
Purchasing Division
Price Agreement #: 10-000-00-00087

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(AG)

0000045851
Clark Truck & Equipment
501 Industrial NE
Albuquerque, NM 87107
(505) 880-8222

(AH)

0000042695
Dugger's Services Inc.
7601 San Pedro Dr NE
Albuquerque, NM 87109
(505) 823-9696

(AI)

0000047618
Ethridge Tire Center
6201 Montgomery Blvd NE
Albuquerque, NM 87109
(505) 883-7206

(AJ)

0000053521
Federated Fleet & Automotive Service
8207 Central NE
Albuquerque, NM 87106
(505) 266-7343

(AK)

0000049931
Fincham Enterprises
5601 Wilshire NE
Albuquerque, NM 87113
(505) 821-1666

(AL)

0000090703
The Garage Inc.
6441 Western Trail NW
Albuquerque, NM 87120
(505) 352-5152

(AM)

0000050170
J.J.'s Premier Tire & Service Inc.
7340 San Antonio Drive NE
Albuquerque, NM 87109
(505) 821-5771

State of New Mexico
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Purchasing Division
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Establish a Statewide Price Agreement for Automotive Vehicle Maintenance, Repairs, Parts, Materials, Towing services, warranty and/or labor of/on motor vehicles.

Vendors may bid on any or all items.

The term of this agreement shall be for one (1) year from date of award with the option to extend for a period (s) of two (2) additional years, on a year-to-year basis, by mutual agreement of all parties and approval of the New Mexico State Purchasing Agent at the same price, terms and conditions. This agreement shall not exceed three (3) years.

If applicable, for subsequent years, vendors must submit written justifications and supporting data to increase price(s) for commodities to be delivered and/or services to be rendered in an amount not to exceed two percent (2%) per year to the New Mexico Purchasing Director for his review and approval.

Scope:

User agency vehicles consist of, gasoline, diesel and alternative fuel sedans, station wagons, SUV's, vans and trucks (2X2 and 4X4) not to exceed 26,000 lbs. GVW.

The Procurement Scope of this Agreement Includes the Following Services:

All warranty and extended warranty maintenance and/or repair work to motor vehicles in accordance with manufacturer's specifications. Warranty and extended warranty periods will vary depending on vehicle make, year, model and mileage.

All preventative maintenance to motor vehicles shall be in accordance with manufacturer's or departments specifications and maintenance schedules.

All repair costs greater than \$500.00 (parts and labor) must receive prior approval from the appropriate fleet manager prior to executing any repair. The user agency will provide an authorization number that the vendor shall include on work orders and invoices.

The vendor shall contact the using agency to get contact person's name and for agencies approval requirements for any repairs.

Motor vehicle oil changes, lubrication and associated services.

All towing services for motor vehicles as required by the user agency or designee, including transportation of all passengers.

During regularly scheduled workday hours, designees are responsible for contacting successful towing service vendors to have vehicles towed to a successful motor vehicle repair, vendor's place of business.

During off hours, the designee or user agency is responsible for contracting the successful towing service vendor(s) or central radio dispatch. The successful towing service vendor(s) shall be responsible for ensuring the safety and security of the user agency's motor vehicle.

Tow truck operators are to bid based on hook-up, mileage rates and emergency services (fuel, tire change, battery chargers, etc.).

Tow truck operators called for customer lock-out shall invoice the user agency.

State of New Mexico
General Services Department
Purchasing Division
Price Agreement #: 10-000-00-00087

Page-20

The Procurement Scope of this Agreement Includes Automotive Parts:

Parts and tools will be billed at the maximum discount offered by the manufacturer or supplier. Cost for parts and supplies will be itemized separately on each invoice and will indicate list price less discount offered. In cases where the manufacturer's current retail price or vendor's cost list is non-existent, the user agency will be billed at the actual net cost to the vendor for such items. The user agency agrees to compensate the awarded vendor actual freight and handling charges incurred in the procurement of "special order parts", which are not normally stocked items, provided that authorization is granted by the user agency prior to the time of order.

Shipping note: Prepay freight and add to invoice as a separate item.

Successful vendor(s) must carry an adequate inventory supply of parts to service the user agency needs without undue delays. All parts and materials shall carry the manufacturer's standard warranty. All other standard business practices shall be extended to the user agency.

The user agency reserves the right to request the return of or inspection of any part(s), accessory(ies), or subassembly(ies) replaced on motor vehicles to effect the repair. Parts and materials must be new and conform to the original manufacturer's specifications, unless otherwise approved by the user agency. Rebuilt assemblies may be used in the repair of motor vehicles, with prior approval of the user agency when such is standard industry practice and the rebuilt assembly or subassembly carries the same manufacturer or remanufacture warranty as a new assembly or subassembly. Any part(s) removed are the property of the State and price is predicated upon an exchange basis with the part replaced.

Warranty:

Repair warranty of power train, drive train and other major components shall be for a period of six (6) months from the date of repair or the accepted industry standard, whichever is greater.

All other components shall have a warranty of ninety (90) days or the accepted industry standard whichever is greater.

Vendor will bear the cost (parts and labor) of warranty repairs done on a call-back basis.

General procurement, service, labor, reporting and invoicing requirements:

All vendors shall specify the manufacturer(s), type(s), part(s) and services of motor vehicles they are bidding. The user agency motor vehicle parts prices shall be those listed in the manufacturer's published price schedules less discount offered. If breakdown of discount is necessary, please submit as an attachment to this bid. "No add-on prices to list price will be allowed". Indicate on the attached sheet the makes/models of motor vehicles your firm offers service/repairs for, parts discount, price list number, and price list effective date for manufacturers indicated.

Successful vendor(s), upon request, shall furnish the users with a copy of the price schedule(s) and flat rate manuals, or relevant parts thereof, at no additional cost. Furthermore, the successful vendor(s) shall insure that all work will be professionally diagnosed, and that maintenance repairs and/or adjustments will be performed only by factory trained and certified mechanics and/or ASE certified mechanics.

All work shall be performed without unnecessary delays. In the event of malfunctioning of any given part while under warranty, vendor shall replace such part at no extra cost to the State of New Mexico for the part or for labor.

Successful vendor(s) shall have adequate manufacturer's or commercially published repair and specifications manual(s) for all motor vehicles bid.

State of New Mexico
General Services Department
Purchasing Division
Price Agreement #: 10-000-00-00087

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Vendors bidding are cautioned that they must insure the user that they have the capability and facilities to provide the services they are bidding. Vendors lacking the above may have their bid rejected or contract cancelled. The user agency reserves the right to inspect the prospective vendor's motor vehicle repair facility prior to and/or after making a recommendation of award, and anytime during the term of the agreement(s).

Successful vendor(s) may be required to provide an itemized list of all parts and labor hour costs as part of an estimate for the needed repairs. Such an estimate will be provided at no charge if it can be performed without excessive tear-down time. Tear-down must have prior agency approval.

Successful vendors agree to provide services in accordance with instructions contained in this or any associated/attached documents, and only against specific orders which the SCFA may place with the vendor during the term of this contract.

Cost of repairs and supply of parts, for work other than that authorized by the user agency will not be paid for unless prior approval is granted by the user agency.

Each vehicle repaired shall be identified as to license number, make/model, VIN number and mileage, and will be invoiced separately against a specific order. (NMDOT fixed asset # and/or unit number)

When applicable, all labor charges on the invoice will be broken down to indicate the number of hours consumed in performing specific tasks.

In the event that a prospective vendor is not certified to conduct all automotive repairs or specializes in a particular automotive system, it is necessary that the prospective vendor indicate the maintenance and repair of specific automotive systems on attached list.

Important: Gross receipts or local tax applies to labor only. Tax shall not be applied to parts or materials furnished.

Price shall not include state gross receipts tax or local option tax(es). Such tax or taxes shall be added at time of invoicing at current rate, and shown as a separate item to be paid by user.

Prices quoted herein represent the total compensation to be paid by the State for goods and/or services provided. It is understood that the party providing said goods and/or services to the State is responsible for payment of all costs of labor, equipment, tools, materials, federal tax, permits, licenses, fees and any other items necessary to complete the work provided. The prices quoted herein include an amount sufficient to cover such costs.

Awards may be to vendors within counties, cities, towns, or any method that is in the best interest of the State of New Mexico.

This Price Agreement is established as a source and convenience for the State of New Mexico. It is the responsibility of the user agency to utilize this contract in the best interest of the State. Multiple awards will be made to service the best interest of the user agency(ies).

This agreement authorizes the procurement of all repairs, parts and materials and/or labor that are necessary for the repair and maintenance of all user agency motor vehicles.

This Price Agreement cannot be used for stockpiling of parts such as; batteries, tires, anti-freeze, filters, (oil, air, fuel, etc) oils, automotive glass, lubricants. Tire chains, sirens, warning lights, cool cushions, spray paint and convenience decorative items are not authorized to be purchased under this Price Agreement. These items may be covered under individual State Price Agreements and may require separate procurement documents.

State of New Mexico
General Services Department
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Item	Approx. Qty.	Unit	Article and Description	Unit Price
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(AE) Corley's Albuquerque Lincoln Volvo – Albuquerque

List vehicle manufacturer/brands vendor will work on: (Please type & submit on Excel along with items)

All domestic & import cars and trucks. Medium duty trucks. Recall & warranty on Ford, Lincoln, Mercury, Volvo

(AF) Cross Country Auto Parts, LLC - Albuquerque

017	Disc.	Tools, specialty maintenance will be provided from the provider's current published price list less any and all discounts allowed by the vendor. (Vendor is to show maximum discount at time of invoicing)	40% off list
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(AG) Clark Truck & Equipment - Albuquerque

001	Hour	Mechanical repairs, hourly labor rate for (all repairs will be performed by ASE factory trained and certified mechanics only).	\$75.00
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002	Hour	Preventative maintenance labor rate	\$75.00
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003	Hour	Maintenance, hourly labor rate Note: Parts for maintenance and repairs will be provided at maximum discount offered by the manufacturer or supplier. Parts may include: Automotive batteries, glass and any or all fluids needed for the repair (cost plus is not acceptable).	\$75.00
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004	Hour	Body repair hourly labor rate. Note: Parts for body repairs will be itemized on invoice at maximum discount offered by the manufacturer or supplier. (cost plus is not acceptable)	\$75.00
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013	Each	Tear down charge	\$75.00
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014	Each	Misc fees (such as disposal of hazardous materials or environmental materials).	\$0.00
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015	Hour	Labor rate to install emergency equipment Provided by user agency. (light bars, cages, stands, push guards cameras, etc)	\$75.00
-----	------	--	---------

016	Hour	Labor rate to remove emergency equipment to include restoration as requested.	\$75.00
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017	Disc.	Tools, specialty maintenance will be provided from the provider's current published price list less any and all discounts allowed by the vendor. (Vendor is to show maximum discount at time of invoicing)	See List on Brands MFR
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State of New Mexico
General Services Department
Purchasing Division
Price Agreement #: 10-000-00-00087

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Item	Approx. Qty.	Unit	Article and Description	Unit Price
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(AG) Clark Truck & Equipment – Albuquerque

Vendor to indicate which automotive systems they are certified to provide repairs on:

I. Brake systems				NO
II. Front-end alignment, suspension and steering systems				NO
III. Power train systems/transmissions				NO
IV. Fuel systems				NO
V. Heating and air conditioning systems				NO
VI. Exhaust and emissions systems				NO
VII. Drive train systems				NO
VIII. Electrical systems				YES
IX. Body work, painting and upholstery systems				YES
X. Oils and lubrication systems				YES
XI. ASE Certified Truck Equipment				YES
XII. AWSME Structural Welding Certified				YES

State of New Mexico
General Services Department
Purchasing Division
Price Agreement #: 10-000-00-00087

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Item	Approx. Qty.	Unit	Article and Description	Unit Price
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(AG) Clark Truck & Equipment – Albuquerque

List vehicle manufacturer/brands vendor will work on: (Please type & submit on Excel along with items)

Aerial Devices: Arm Lift, Bucket Liners, Aerial Buckets, Stamm, UTEM

Air Compressors: Boss, IMTCO, Ingersoll-Rand, Stellar, Van Air, V-MAC, Auto crane

Camera Systems for Trucks: Federal Signal, Pro-Vision

Cranes: Truck Mounted: Auto crane, IMTCO, Ideal Crane, RKI Crane, Van Crane, Venturo, Western Mule, Spitz Lift

Dump Bodies & Hoists: Heil, Henderson, Knapheide, Rugby, Warren

Hook Lifts & Demountable Bodies: American, Ameri-Deck, Stellar Ind., Switch-N-Go

Lights Bars & Warning Lights: Arrow, Addco Signal Boards, ECCO, Federal Signal, Go Light, Superior Signal, Vision

Platform Bodies: Cadet, Knapheide Mfg.

Pickup Accessories: DeeZee, Quality 5, Ranch Hand, RKI Inc., UWS, RC Industries

Power Systems 120-220 Vac for Trucks: Component Technology, Drive Line Saver, Dwe-Eze Clutch, Force America, Hydraulic Controls, Muncie Hydraulics

Refuse Systems: American Palfinger, New Way, Wayne Engineering

Racks (Headache & Storage): CTE (Custom Manufacture), Kargo Master, Merritt, RKI, Ranch Hand

Snow Plows: Buyers, Henderson, Henke, Fisher, Sno-Way

Spreaders: Buyers, Fisher, Flink, Frink, Henderson, Sno-Way

Tarps & Tarp Mechanisms: Mountain Tarps, Aero, Donovan, Pull Tarp

Toolboxes & Cabinets: Buyers, Delta, JOBOX, Merritt, RC Industries, RKI, Inc., UWS

Van Bodies: Morgan

Van Interiors & Drawer Systems: AG Body, Jotto Desk, Havis Shield, Master Rack (Leggitt & Platt), Setina, Stellar, System Edstrom, Kargo Master,

Liftgates: Anthony, InterLift, Maxon, Thiemann, Waltco, Woodbine (Tommy Gate)

Reel/Product Pumps: Cox Reel, GPI Pumps, Hannay Reel, IR Pumps, Meters

Service & Specialty Bodies: Autocrane, Knapheide, IMTCO, RKI, Inc., Stellar, SWAB Body Co/UTB

Winches: DP Winch, Mile Marker, Ramsey, Tulsa, Warn

(AH) Dugger's Services, Inc. - Albuquerque

009	Each	Hook-up charge; Towing Service	\$45.00
010	Mile	Mileage rate; Towing service per mile:	
		In town	\$3.50
		Out of town	\$3.25
		Two vehicles	\$4.75
		Over 50 mile dead head charge	\$2.00
011	Each	Emergency services (Fuel, tire change battery charge, etc):	
		In town	\$55.00
		Out of town	

List vehicle manufacturer/brands vendor will work on: (Please type & submit on Excel along with items)
We Service All Makes and Models

ATTACHMENT

New Mexico Statewide Price Agreement 11-000-00-00077



GSD/PD (Rev. 01/11)

State of New Mexico
General Services Department
Purchasing Division

Statewide Price Agreement Amendment

Awarded Vendor
17 Vendors


Telephone No. _____

Price Agreement Number: 11-000-00-00077

Price Agreement Amendment No.: Three

Term: August 23, 2011-August 22, 2014

Ship To:
All State of New Mexico agencies, commissions,
institutions, political subdivisions and local public bodies
allowed by law.

Procurement Specialist: Eric Sanchez 

Telephone No.: (505) 827-0554

Invoice:
As Requested

Title: Highway and Off Road Heavy Equipment & Truck Repairs (Parts & Labor)

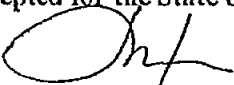
This Price Agreement Amendment is to be attached to the respective Price Agreement and become a part thereof.

In accordance with Price Agreement provisions, and by mutual agreement of all parties, this Price Agreement is extended from August 23, 2013 to August 22, 2014 at the same price, terms and conditions.

Vendors AA to AQ Agree to extend.

Except as modified by this amendment, the provisions of the Price Agreement shall remain in full force and effect.

Accepted for the State of New Mexico



New Mexico State Purchasing Agent

Date: 8/7/13



State of New Mexico
General Services Department
Purchasing Division

Statewide Price Agreement Amendment

Awarded Vendor
17 Vendors

Telephone No. _____

Ship To:
All State of New Mexico agencies, commissions,
institutions, political subdivisions and local public bodies
allowed by law.

Invoice:
As Requested

Price Agreement Number: 11-000-00-00077

Price Agreement Amendment No.: Two

Term: August 23, 2011-August 22, 2013

Procurement Specialist: Eric Sanchez

Telephone No.: (505) 827-0554

Title: Highway and Off Road Heavy Equipment & Truck Repairs (Parts & Labor)

This Price Agreement Amendment is to be attached to the respective Price Agreement and become a part thereof.

In accordance with Price Agreement provisions, and by mutual agreement of all parties, this Price Agreement is extended from August 23, 2012 to August 22, 2013 at the same price, terms and conditions.

Vendors AA to AQ Agree to extend.

Except as modified by this amendment, the provisions of the Price Agreement shall remain in full force and effect.

Accepted for the State of New Mexico

A handwritten signature in black ink, appearing to be "J. Lopez", written over a horizontal line.

New Mexico State Purchasing Agent

Date: 8/22/12

Handwritten initials in black ink, possibly "LM" and "es", written below the "LM:es" text.



State of New Mexico
General Services Department
Purchasing Division

Statewide Price Agreement Amendment

Awarded Vendor
0000045988
Western Tractor Inc.
1205 2nd Street NW
Albuquerque, NM 87102
Telephone No. 505-243-1711

Price Agreement Number: 11-000-00-00077

Price Agreement Amendment No.: One

Term: August 23, 2011-August 22, 2012

Ship To:
All State of New Mexico agencies, commissions,
institutions, political subdivisions and local public bodies
allowed by law.

Procurement Specialist: Eric Sanchez

Telephone No.: (505) 827-0554

Invoice:
As Requested

Title: Highway and Off Road Heavy Equipment & Truck Repairs (Parts & Labor)

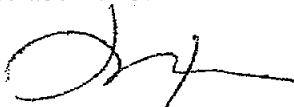
This Price Agreement Amendment is to be attached to the respective Price Agreement and become a part thereof.

This amendment is issued to reflect the following effective March 1, 2012.

Remove vendor (AR) Western Tractor Inc. from list of vendors. Vendor will be closing it's business on said date.

Except as modified by this amendment, the provisions of the Price Agreement shall remain in full force and effect.

Accepted for the State of New Mexico


New Mexico State Purchasing Agent

Date: 1/18/12

Purchasing Division, 1100 St. Francis Drive 87505, PO Box 6850, Santa Fe, NM 87502-6850 (505) 827-0472

PLM;es



State of New Mexico
General Services Department

Statewide Price Agreement

Awarded Vendor
18 Vendors - See Page 6

Telephone No. _____

Ship To:
All State of New Mexico agencies, commissions,
institutions, political subdivisions and local public bodies
allowed by law.

Invoice:
As Requested

Price Agreement Number: 11-000-00-00077

Payment Terms: Net 30

F.O.B.: Destination

Delivery: See Page 6

Procurement Specialist: Eric Sanchez 

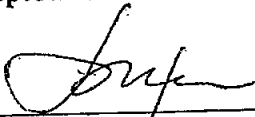
Telephone No.: (505) 827-0554

Title: Highway & Off Road Heavy Equipment & Truck Repairs (Parts & Labor)

Term: August 23, 2011 thru August 22, 2012

This Price Agreement is made subject to the "terms and conditions" shown on the reverse side of this page, and as indicated in this Price Agreement.

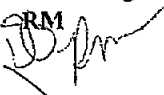
Accepted for the State of New Mexico



New Mexico State Purchasing Agent

Date: 08/16/11

Purchasing Division, 1100 St. Francis Drive, PO Box 6850, Santa Fe, NM 87502-6850 (505) 827-0472



State of New Mexico
General Services Department
Purchasing Division
Price Agreement #: 11-000-00-00077

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Terms and Conditions
(Unless otherwise specified)

1. **General:** When the State Purchasing Agent or his/her designee issues a purchase document in response to the Vendor's bid, a binding contract is created.
2. **Variation in Quantity:** No variation in the quantity of any item called for by this order will be accepted unless such variation has been caused by conditions of loading, shipping, packing or allowances in manufacturing process and then only to the extent, if any, specified in this order.
3. **Assignment:**
 - a. Neither the order, nor any interest therein, nor any claim thereunder, shall be assigned or transferred by the Vendor, except as set forth in Subparagraph 3b or as expressly authorized in writing by the State Purchasing Agent or his/her designee. No such assignment or transfer shall relieve the Vendor from the obligations and liabilities under this order.
 - b. Vendor agrees that any and all claims for overcharge resulting from antitrust violations which are borne by the State as to goods, services, and materials purchased in connection with this bid are hereby assigned to the State.
4. **State Furnished Property:** State furnished property shall be returned to the State upon request in the same condition as received except for ordinary wear, tear and modifications ordered hereunder.
5. **Discounts:** Prompt payment discounts will not be considered in computing the low bid. Discounts for payment within twenty (20) days will be considered after the award of the contract. Discounted time will be computed from the date of receipt of the merchandise invoice, whichever is later.
6. **Inspection:** Final inspection and acceptance will be made at the destination. Supplies rejected at the destination for nonconformance with specifications shall be removed at the Vendor's risk and expense, promptly after notice of rejection.
7. **Inspection of Plant:** The State Purchasing Agent or his/her designee may inspect, at any reasonable time, the part of the Contractor's, or any subcontractor's plant or place of business, which is related to the performance of this contract.
8. **Commercial Warranty:** The Vendor agrees that the supplies or services furnished under this order shall be covered by the most favorable commercial warranties the Vendor gives for such to any customer for such supplies or services. The rights and remedies provided herein shall extend to the State and are in addition to and do not limit any rights afforded to the State by any other clause of this order. Vendor agrees not to disclaim warranties of fitness for a particular purpose of merchantability.
9. **Taxes:** The unit price shall exclude all state taxes.
10. **Packing, Shipping and Invoicing:**
 - a. The State's purchasing document number and the Vendor's name, user's name and location shall be shown on each packing and delivery ticket, package, bill of lading and other correspondence in connection with the shipments. The user's count will be accepted by the Vendor as final and conclusive on all shipments not accompanied by a packing ticket.
 - b. The Vendor's invoice shall be submitted duly certified and shall contain the following information: order number, description of supplies or services, quantities, unit price and extended totals. Separate invoices shall be rendered for each and every complete shipment.
 - c. Invoices must be submitted to the using agency and NOT the State Purchasing Agent.

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11. Default: The State reserves the right to cancel all or any part of this order without cost to the State, if the Vendor fails to meet the provisions of this order and, except as otherwise provided herein, to hold the Vendor liable for any excess cost occasioned by the State due to the Vendor's default. The Vendor shall not be liable for any excess costs if failure to perform the order arises out of causes beyond the control and without the fault or negligence of the Vendor, such causes include but are not restricted to, acts of God or the public enemy, acts of the State or Federal Government, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, unusually severe weather and defaults of subcontractors due to any of the above, unless the State shall determine that the supplies or services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit the Vendor to meet the required delivery scheduled. The rights of the State provided in this paragraph shall not be exclusive and are in addition to any other rights now being provided by law or under this order.

12. Non-Collusion: In signing this bid the Vendor certifies he/she has not, either directly or indirectly, entered into action in restraint of free competitive bidding in connection with this offer submitted to the State Purchasing Agent or his/her designee.

13. Nondiscrimination: Vendor doing business with the State of New Mexico must be in compliance with the Federal Civil Rights Act of 1964 and Title VII of the Act (Rev. 1979) and the Americans with Disabilities Act of 1990 (Public Law 101-336).

14. The Procurement Code: Sections 13-1-28 through 13-1-99 NMSA 1978, imposes civil and criminal penalties for its violation. In addition the New Mexico criminal statutes impose felony penalties for bribes, gratuities and kickbacks.

15. All bid items are to be NEW and of most current production, unless otherwise specified.

16. Payment for Purchases: Except as otherwise agreed to: late payment charges may be assessed against the user state agency in the amount and under the conditions set forth in Section 13-1-158 NMSA 1978.

17. Workers' Compensation: The Contractor agrees to comply with state laws and rules pertaining to Workers' Compensation benefits for its employees. If the Contractor fails to comply with Workers' Compensation Act and applicable rules when required to do so, this Agreement may be terminated by the contracting agency.

18. Bids must be submitted in a sealed envelope with the bid number and opening date clearly indicated on the bottom left hand side of the front of the envelope. Failure to label bid envelope will necessitate the premature opening of the bid in order to identify the bid number.

New Mexico Employees Health Coverage

A. If Contractor has or grows to six (6) or more employees who work or who are expected to work an average of at least twenty (20) hours per week over a six (6) month period during the term of the contract, Contractor certifies, by signing this agreement, to have in place and agree to maintain for the term of the contract health insurance for those employees and offer that health insurance to those employees no later than July 1, 2010, if the expected annual value in the aggregate of any and all contracts between Contractor and the State exceed two hundred fifty thousand dollars (\$250,000).

B. Contractor agrees to maintain a record of the number of employees who have (a) accepted health insurance; (b) declined health insurance due to other health insurance coverage already in place; or (c) declined health insurance for other reasons. These records are subject to review and audit by a representative of the State.

C. Contractor agrees to advise all employees of the availability of State publicly financed health care coverage programs by providing each employee with, as a minimum, the following website link for additional information:
<http://insurenemexico.state.nm.us/>

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New Mexico Pay Equity Initiative

Contractor agrees, if it has ten (10) or more New Mexico employees OR eight (8) or more employees in the same job classification, at any time during the term of this contract, to complete and submit the PE10-249 form on the annual anniversary of the initial report submittal for contracts up to one (1) year in duration. If contractor has (250) or more employees, contractor must complete and submit the PE250 form on the annual anniversary of the initial report submittal for contracts that are up to one (1) year in duration. For contracts that extend beyond one (1) calendar year, or are extended beyond one (1) calendar year, contractor also agrees to complete and submit the PE10-249 or PE250 form, whichever is applicable, within thirty (30) days of the annual contract anniversary date of the initial submittal date or, if more than 180 days has elapsed since submittal of the last report, at the completion of the contract, whichever comes first. Should contractor not meet the size requirement for reporting at contract award but subsequently grows such that they meet or exceed the size requirement for reporting, contractor agrees to provide the required report within ninety (90) days of meeting or exceeding the size requirement. That submittal date shall serve as the basis for submittals required thereafter.

Contractor also agrees to levy this requirement on any subcontractor(s) performing more than 10% of the dollar value of this contract if said subcontractor(s) meets, or grows to meet, the stated employee size thresholds during the term of the contract. Contractor further agrees that, should one or more subcontractor not meet the size requirement for reporting at contract award but subsequently grows such that they meet or exceed the size requirement for reporting, contractor will submit the required report, for each such subcontractor, within ninety (90) days of that subcontractor meeting or exceeding the size requirement. Subsequent report submittals, on behalf of each such subcontractor, shall be due on the annual anniversary of the initial report submittal. Contractor shall submit the required form(s) to the State Purchasing Division of the General Services Department, and other departments as may be determined, on behalf of the applicable subcontractor(s) in accordance with the schedule contained in this paragraph. Contractor acknowledges that this subcontractor requirement applies even though contractor itself may not meet the size requirement for reporting and be required to report it self.

Notwithstanding the foregoing, if this Contract was procured pursuant to a solicitation, and if Contractor has already submitted the required report accompanying their response to such solicitation, the report does not need to be re-submitted with this Agreement.

The PE10-249 and PE250 worksheet is available at the following website:
<http://www.generalservices.state.nm.us/spd/guidance.doc>

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Statewide Price Agreement

Article I – Statement of Work

Under the terms and conditions of this Price Agreement all State of New Mexico agencies, commissions, institutions, political subdivisions and local bodies allowed by law may issue orders for items and/or services described herein. The terms and conditions of this Price Agreement shall form a part of each order issued hereunder.

The items and/or services to be ordered shall be as listed under Article IX - Price Schedule. All orders issued hereunder will bear both an order number and this Price Agreement number. It is understood that no guarantee or warranty is made or implied by the New Mexico State Purchasing Agent, his/her designee or the user that any order for any definite quantity will be issued under this Price Agreement. The Contractor is required to accept the order and furnish the items and/or services in accordance with the articles contained hereunder for the quantity of each order.

Article II – Term

The term of this Price Agreement, for issuance of orders, shall be as indicated in the specifications.

Article III – Specifications

Items and/or services furnished hereunder shall conform to the requirements of specifications and/or drawings applicable to items listed under Article IX-Price Schedule. Orders issued against this schedule will show the applicable Price Agreement item(s), number(s), and price(s); however they may not describe the item(s) fully.

Article IV – Shipping and Billing Instructions

Contractor shall ship in accordance with the following instructions: Shipment shall be made only against specific orders which the user may place with the Contractor during the term; The Contractor shall enclose a packing list with each shipment listing the order number, price agreement number and the commercial parts number (if any) for each item; Delivery shall be made as indicated on page 1. If vendor is unable to meet stated delivery the State Purchasing Agent or his/her designee must be notified.

Article V – Termination

This Price Agreement may be terminated by either signing party upon written notice to the other at least thirty (30) days in advance of the date of termination. Notice of termination of the price agreement shall not affect any outstanding orders.

Article VI – Amendment

This Price Agreement may be amended by mutual agreement of the New Mexico State Purchasing Agent or his/her designee and the Contractor upon written notice by either party to the other. An amendment to this Price Agreement shall not affect any outstanding orders issued prior to the effective date of the amendment as mutually agreed upon, and as published by the New Mexico State Purchasing Agent or his/her designee. Amendments affecting price adjustments and/or the extension of a price agreement expiration date are not allowed unless specifically provided in the bid and price agreement specifications.

Article VII – Issuance of Orders

Only written signed orders are valid under this Price Agreement.

Article VIII – Packing (if applicable)

Packing shall be in conformance with standard commercial practices.

Article IX – Price Schedule

Prices as listed in the price schedule hereto attached are firm.

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Awarded Vendors:

(AA) 0000050909

Action Hose
3315 Stanford NE
Albuquerque, New Mexico 87107
(505) 880-8500

Delivery: FOB Albuquerque

(AB) 0000049317

Albuquerque Brake & Alignment, Inc.
PO Box 93668
Albuquerque, New Mexico 87199
(505) 822-9140

Delivery: Albuquerque

(AC) 0000052327

Albuquerque Utility Equipment, Inc.
611 Wyoming SE, ABQ, NM 87123
PO Box 8286
Albuquerque, New Mexico 87198
(505) 265-5796

Delivery: 611 Wyoming SE, ABQ, NM 87123

(AD) 0000045857

Clark Truck Equipment
PO Box 3483
Albuquerque, New Mexico 87190
(800) 678-2741

Delivery: Destination

(AE) 0000058981

Cummins Rocky Mountain LLC
1921 Broadway NE
Albuquerque, New Mexico 87102
(505) 247-2441

Delivery: FOB Destination

(AF) 0000045289

Drive Train Industries
2407 Commercial NE
Albuquerque, New Mexico 87107
(505) 341-2332

Delivery: 5-7 working days

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(AG) 0000090703
The Garage, Inc.
6441 Western Trail NW
Albuquerque, New Mexico 87120
(505) 352-5152

Delivery: The Garage, Albuquerque, NM

(AH) 0000048609
Golden Equipment Company
721 Candelaria Road NE
Albuquerque, New Mexico 87107
(505) 345-7811

Delivery: As Requested

(AI) 0000047350
H & C Truck Electrical Service
7008 2nd Street NW
Albuquerque, New Mexico 87107
(505) 344-5693

Delivery: As Necessary

(AJ) 0000047670
Henry Valencia Inc.
613 Paseo De Onate
Española, New Mexico 87532
(505) 753-2356

Delivery: As Requested

(AK) 0000091015
Hi Country Auto Group
1700 San Juan Blvd.
Farmington, New Mexico 87401
(505) 324-3333

Delivery: As Requested

(AL) 0000051051 51R66
Performance Tool & Equipment
8700 Alameda Park Drive, Ste. 200
Albuquerque, New Mexico 87113
(505) 345-5038

Delivery: Albuquerque, NM

(AM) 0000048977
Pete's Equipment Repair Inc.
1412 Broadway Blvd. NE
Albuquerque, New Mexico 87102
(505) 242-6969

Delivery: As Requested

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(AN) 0000049235

R & E Glass Company
PO Box 1103 - 1301 N. Prince
Española, New Mexico 87532
(505) 753-9631

Delivery: As Requested

(AO) 0000046103

San Loma Inc.
dba Westfleet
3440 Girard NE
Albuquerque, New Mexico 87107
(505) 880-1999

Delivery: As Required

(AP) 0000093830

Superior Diesel Services LLC
PO Box 252
Alcalde, New Mexico 87511
(505) 927-8451

Delivery: As Requested

(AQ) 0000048700

US Distributing Inc.
4600 Bogan NE
Albuquerque, New Mexico 87109
(800) 351-0060 or (505) 715-9471

Delivery: In town same day; out of town next day

(AR) 0000045988

Western Tractor Inc.
1205 2nd Street NW
Albuquerque, New Mexico 87102
(505) 243-1711

Delivery: As Required

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Vendors who were awarded on 10-000-00-00077 do not need to bid.

Establish a Price Agreement for performing preventive maintenance, mechanical repairs, parts procurement, component/attachment repairs, materials and/or labor over five hundred dollars (\$500) on highway and off road heavy equipment and trucks over nineteen thousand (19,000) pounds GVWR. (No automotive or light trucks).

The term of this Price Agreement shall be for one (1) year from date of award with the option to extend for a period of three (3) additional years, on a year-to-year basis, by mutual agreement of all parties and approval of the New Mexico State Purchasing Agent at the same price, terms and conditions. This Price Agreement shall not exceed four (4) years.

Highway and off road heavy equipment shall be defined as trucks over nineteen thousand (19,000) pounds GVWR, trailers, oil distributors, motor graders, loaders, backhoes, excavators, crawler tractors, agricultural tractors, mowers, highway sweepers, milling machines, skid steer loaders, asphalt pavers, screening plants, rollers (steel & pneumatic), forklifts, augers, jet rodders, snow blower, drill rigs and other highway and off road heavy equipment not listed.

Components and attachments shall be defined as vehicle mounted attenuators, traffic alerting devices, gasoline and diesel engines, transmissions (manual/automatic), clutches, axles/differentials, tire repairs/foam filling, sheet metal / fiberglass / paint body work, wheel/frame alignments, windshields, dump bodies, salt spreaders, snow plows, liquid deicers, water tanks, hydraulic pumps, water pumps, valves, controls, cylinders, air compressors, welders, wet kits and aerial devices.

Vendors shall indicate the brands/types of equipment/trucks serviced and/or services they provide in the attached list along with standard commercial shop/hourly rate, discounted commercial shop/hourly rate, and parts discounted percentage of list offered shall be from highway heavy equipment and truck parts prices listed in the manufacturer's or dealer's published price schedule ("no add-on prices to list price will be allowed"). Parts shall be billed at the discounted percentage price offered. Cost for parts, supplies and materials shall be itemized and priced separately on each invoice. The New Mexico Department of Transportation (NMDOT) agrees to compensate the awarded vendor actual freight and handling charges incurred in the procurement of "special order parts", which are not normally stocked items provided that authorization is granted by the NMDOT at time of order.

Successful vendors(s) upon request shall furnish the users with a copy of the price schedules and/or labor flat rate schedules at no additional cost.

The successful vendors(s) shall ensure that all work being performed be professionally diagnosed prior to any work performed. Repairs and/or adjustments shall be performed only by factory trained and/or certified technicians/welders.

All repairs shall be completed within fifteen (15) working days after receipt of units. This period may be extended at the user's option and such extension shall be documented in writing. In the event of failure to perform repairs within fifteen (15) working days and failure to receive approval for time extension, the bidder may be penalized for late repair charges of twenty-five dollars (\$25) per unit per day. All repairs shall be performed at the bidder's place of business or other facility of his/her choice. Delivery of units for repair and all costs associated therewith shall be the user's responsibility.

Successful vendor(s) shall have adequate manufacturers or commercially published repair, technical and parts manuals for the type of equipment bid.

Vendors bidding are cautioned that they must ensure the user they have has the capability and facilities to provide the services they are offering. Vendors lacking the above may have the bid rejected or contract cancelled.

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Successful vendor(s) must carry an adequate inventory supply of parts to service the NMDOT'S requirements without undue delays. All other standard business practices shall be extended to the NMDOT.

The NMDOT reserves the right to request the return of or inspection of any parts, accessories, assemblies, or subassemblies replaced on equipment to affect the repair. Parts and materials must be new and conform to the original manufacturer's specifications, unless otherwise approved by the user. Rebuilt assemblies may be used in the repair of equipment, with prior approval of the ordering district, when such is standard industry practice and the rebuilt assembly or subassembly carries the same manufacturer or re-manufacturer warranty as a new assembly or subassembly. Any parts removed are the property of the State and shall be returned after each equipment repair, upon user's request, unless replacement part price is predicated upon an exchange basis with the part replaced.

Successful vendor(s) shall be required to provide an itemized list of all parts and labor hour costs as part of an estimate for the needed repairs. Such an estimate shall be provided at no charge if it can be performed without excessive teardown time, estimates which require teardown, must have prior authorization (purchasing document) prior to commencing teardown.

Successful vendor(s) shall maintain detailed, complete and accurate accounting records on all repair work orders. Labor hours billed shall be auditable through technician's individual daily job, time cards and/or work orders. When applicable, all labor charges on the invoice shall be broken down to indicate the number of hours consumed in performing specific repair tasks.

Cost of repairs and parts for work other than that authorized by the user will not be paid for unless, prior approval is granted by the user.

Any repair or servicing, which requires fluid (motor oil, coolant, transmission, hydraulic, differential) draining/replacement must be replaced with new OEM equivalent. Reusing of used fluids is not acceptable.

Each unit repaired/serviced shall be identified and referenced in the invoice by Fixed Asset number (FA) visible on each unit in large black font, serial number, make/model, beginning/ending mileage and/or hours. One invoice per unit repaired unless otherwise requested.

Gross receipts tax applies to labor only. Tax shall not be applied to parts or materials furnished. Price shall not include state gross receipts or local tax. Tax shall be added to the invoice at current rates as a separate item to be paid by users.

Prices quoted herein represent the total compensation to be paid by the state for goods and/or services provided. It is understood that the party providing said goods and/or services to the state is responsible for payment of all costs of labor, insurances, equipment, tools, materials, federal tax, permits, licenses, fees and any other items necessary to complete the work provided. The prices quoted herein shall include an amount sufficient to cover such costs.

This Price Agreement shall be established as a source and convenience to the NMDOT. It is the responsibility of the user to utilize this Price Agreement in the best interest of the State of New Mexico; multiple awards shall be made to serve the best interests of the user agencies and to serve all geographical locations in the state.

This Price Agreement authorizes the procurement of all repairs, parts, materials and/or labor in excess of five hundred dollars (\$500) that are necessary for the repair and maintenance of highway heavy equipment and trucks. This Price Agreement does not authorize the purchase of any batteries, tires, anti-freeze, filters (oil, air, fuel, etc.) oils, lubricants (unless part of a service package), tire chains, light bars, warning lights, cool cushions, spray paint, automotive glass, and automotive accessories unless some of the aforementioned items are not available in current Price Agreements.

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The awarded vendor shall comply with all of the terms and conditions contained herein and shall hereby be made part of this Price Agreement. The submission of a bid shall be considered as prima facie evidence that the bidder has familiarized himself with and understands the conditions under which this Price Agreement shall be performed. No letter or stipulation submitted with a bid shall alter the terms and conditions of this Price Agreement.

Notwithstanding the existence of this Price Agreement, the State of New Mexico and/or its political subdivisions reserve the right to order any items required for emergency purposes from any party who can deliver such items to meet the requirements of the user, without waiving or voiding any of the terms of this Price Agreement.

Warranties:

Twelve (12) months or twelve thousand (12,000) miles/two hundred fifty (250) hours warranty is required on engines, transmissions and differentials. All other components and parts shall have a warranty of ninety (90) days. Manufacturer's standard warranty repairs done and travel costs associated therewith on a call back basis.

Delivery of parts/components shall be F.O.B. vendor's place of business user agency locations or district locations within the state of New Mexico.

Billing/Shipping Locations and Contacts:

NMDOT District One
Fleet Management Section
2912 East Pine
PO Box 231
Deming, NM 88031-0231
Contact: Joel Alarcon 575-544-6627

NMDOT District Two
Fleet Management Section
4505 West Second Street
PO Box 1457
Roswell, NM 88202-1457
Contact: Lupe Morales 575-637-7246

NMDOT District Three
Fleet Management Section
7500 East Frontage Road
PO Box 91750
Albuquerque, NM 87199-1750
Contact: Ray Waggenerman 505-841-2728

NMDOT District Four
Fleet Management Section
South Highway 85
PO Box 30
Las Vegas, NM 87701-0030
Contact: Chris Sena 505-454-3643

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NMDOT District Five
Fleet Management Section
1919 Pinion Drive
Milan, NM 87021-2159
Contact: Terry Council 505-285-3257

NMDOT Training Academy
735 Earl Cummings Loop
PO Box 5878
Roswell, NM 88202-5878
Contact: Travis Dunlap 575-624-6080

NMDOT Service Center
Fleet Management Bureau
1250 Alta Vista St.
PO Box 1149
Santa Fe, NM 87504-1149
Contact: Tom Trujillo 505-827-5587

Out of state vendors will be considered if a specialized service is required and/or is a sole source.

Vendor is requested to indicate their NM Gross Receipts Tax ID Number (eleven digits) **(required)**.

Bidders must submit an electronic version (CD-ROM) of items on Microsoft Excel along with a hard copy in a sealed envelope or package. Items are located on a separate Excel spreadsheet on our website. Envelope or package is to include entire Bid with specifications and items. Label envelope or package with the bid number and opening date on the lower left hand corner. Bids submitted by facsimile, or e-mail will not be accepted. (1 item total for this Bid)

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Item	Approx. Qty.	Unit	Article and Description	Unit Price
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(AD) Clark Truck Equipment

Parts discount of list (by %)	See attached
Indicate standard commercial hourly shop/labor rates (required)	\$84.00
Indicate discounted commercial hourly shop/labor rate (required)	\$75.00

Vendor to indicate brand/type of equipment/trucks serviced or type of services provide (required):
See attached

(AE) Cummins Rocky Mountain LLC

Parts discount of list (by %)	15%
Indicate standard commercial hourly shop/labor rates (required)	\$118.00
Indicate discounted commercial hourly shop/labor rate (required)	\$108.00

Vendor to indicate brand/type of equipment/trucks serviced or type of services provide (required):
Cummins Engine, Onan Generators, RV/Commercial; Allison Transmission - service & repair; Volvo, Kenworth, Freightliner, Peterbilt, International, Autocar Clutch Repair and R/R; Brake Repair; DOT Inspections; Perform repairs & maintenance on all Cummins powered equipment; Perform repairs on most air conditioning systems.

(AF) Drive Train Industries

Parts discount of list (by %)	35%
Indicate standard commercial hourly shop/labor rates (required)	\$110.00
Indicate discounted commercial hourly shop/labor rate (required)	\$62.54

Vendor to indicate brand/type of equipment/trucks serviced or type of services provide (required):
See attachment

(AD) CLARK TRUCK EQUIPMENT
(Page 1 of 3)

Clark Truck Equipment, Albuquerque, NM. 87190			PRICE LIST
MANUFACTURER	TYPE OF PARTS	PRICE LEVEL	NUMBER AND DATE
Heil, Warren, Rugby	Dump	List + SC	2011 or most current
Muncie, Force America	PTO, Pumps/hydraulic	List + SC	2011 or most current
Fisher, Sno-Way	Snow Plows	List – 10% +SC	2011 or most current
Knapheide	Platforms, service bodies	List + SC	2011 or most current
Waltco, Maxon, Interlift	Liftgates	List - 5 % +SC	2011 or most current
Woodbine (Tommy Gate)	Liftgates	List – 10% + SC	2011 or most current
Henderson, Henke	Plows, spreaders	List + SC	2011 or most current
Leach, Wayne Eng, New Way	Refuse Equipment	List + SC	2011 or most current
RKI, Buyers	Toolboxes	List – 20% +SC	2011 or most current
Delta, RC Mfg, UWS,	Toolboxes	List – 10% +SC	2011 or most current
Federal Signal	Warning Lights	List – 25%	2011 or most current
ECCO	Warning Lights	List – 5% +SC	2011 or most current
RanchHand, Q/S, DeeZee	Pickup Accessories	List – 10% +SC	2011 or most current
Kargo Master, Merritt	Racks	List – 10% +SC	2011 or most current
Airpax Dimension, Xantrex	Inverters	List – 5% +SC	2011 or most current
Aurogen / Real Power	Generators, truck powered	List + SC	2011 or most current
Cox, Hannay, GPI	Reels & Pumps	List – 5% +SC	2011 or most current
Morgan	Van Body	List – 10% +SC	2011 or most current
Master Rack/System Edstrom	Van Interiors	List + SC	2011 or most current
Kargo Master	Van Interiors	List + SC	2011 or most current
Ramsey, Tulsa	Winches	List – 20% +SC	2011 or most current
WARN	Winches	Jobber	2011 or most current
IMTCO, Stellar, Venco, RKI	Truck Cranes	List – 5% + SC	2011 or most current
Ideal	Truck Cranes	List – 5% + SC	2011 or most current
TransferFlow, Delta, UWS,	Fuel Tanks	List + SC	2011 or most current
DynaFab	Fuel Tanks	List + SC	2011 or most current
Donovan, Aero, Mountain Tarp	Tarps & Mechanisms	List + SC	2011 or most current
Trucklite	Truck Lighting	List + SC	2011 or most current
Autocrane,Boss,IMT,VMAC	Air Compressors	List-5%+SC	2011 or most current
Stellar, Van-Air	Air Compressors	List-5%+SC	2011 or most current
All other manufacturers	Truck & Trailer Equipment	List + SC	2011 or most current

Note:

SC = Surcharge for Inbound Freight

CLARK TRUCK EQUIPMENT: AUTHORIZED DEALER, DISTRIBUTOR, AGENT, REPRESENTATIVE FOR:

page 1		
AERIAL DEVICES	LIGHT BARS & WARNING LIGHTS:	SNOW PLOWS:
ArmLift	Arrow	Buyers
Bucket Liners	Addco Signal Boards	Henderson
Aerial Buckets	ECCO	Henke
Stamm	Federal Signal	Fisher
UTEM	Go Light	Sno-Way
	Superior Signal	
	Vision	
AIR COMPRESSORS:		SPREADERS:
Boss		Buyers
IMTCO	PLATFORM BODIES	Fisher
Ingersoll-Rand	Cadet	Flink
Stellar	Knapheide Mfg.	Frink
Van Air		Henderson
V-MAC	PICKUP ACCESSORIES:	Sno-Way
Autocrane	DeeZee	
CAMERA SYSTEMS for TRUCKS:	Quality S	TARPS & TARP MECHANISMS:
Federal Signal	Ranch Hand	Mountain Tarps
Pro-Vision	RKI Inc	Aero
	UWS	Donovan
	RC Industries	Pull Tarp
CRANES: TRUCK MOUNTED		
Autocrane	POWER SYSTEMS	TOOLBOXES & CABINETS:
IMTCO	120-220 VAC FOR TRUCKS:	Buyers
Ideal Crane	Component Technology	Delta
RKI Crane	Drive-Line Saver	JOBOX
Van Crane	Dwe-Eze Clutch	Merritt
Venturo	Force America	RC Industries
Western Mule	Hydraulic Controls	RKI, Inc
Spitz Lift	Muncie Hydraulics	UWS
DUMP BODIES & HOISTS:	REFUSE SYSTEMS:	VAN BODIES:
Heil	American Palfinger	Morgan
Henderson	New Way	
Knapheide	Wayne Engineering	VAN INTERIORS &
Rugby		DRAWER SYSTEMS
Warren	RACKS (HEADACHE & STORAGE)	AG Body
	CTE (Custom Manufacture)	Jotto Desk
HOOK LIFTS &	Kargo Master	Havis Shield
DEMOUNTABLE BODIES:	Merritt	Master Rack (Leggitt & Platt)
American	RKI	Setina
Ameri-Deck	Ranch Hand	Stellar
Stellar Ind.		System Edstrom
Switch-N-Go		Kargo Master

CLARK TRUCK EQUIPMENT: AUTHORIZED DEALER, DISTRIBUTOR, AGENT, REPRESENTATIVE FOR:

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LIFTGATES:

Anthony
InterLift
Maxon
Thiemann
Waltco
Woodbine (Tommy Gate)

REEL/PRODUCT PUMPS:

Cox Reel
GPI Pumps
Hannay Reel
IR Pumps, Meters

WINCHES:

DP Winch
Mile Marker
Ramsey
Tulsa
Warn

SERVICE & SPECIALTY BODIES:

Autocrane
Knapheide
IMTCO
RKI, Inc.
Stellar
SWAB Body Co / UTB

MEMORANDUM

To: SFSWMA Joint Powers Board Members
From: Randall Kippenbrock, P.E., Executive Director RLK
Date: September 11, 2014
Subject: Request for Approval to Amend the By-Laws and Operating Procedures for the Solid Waste Advisory Committee (SWAC).

BACKGROUND AND SUMMARY:

On November 15, 2012, the Board approved the amendment to the by-laws and operating procedures for the Solid Waste Advisory Committee (SWAC). The Board also recommended that future SWAC meetings be chaired by a member of the SWAC.

In February 2013 SWAC agreed to take a break until the completion of the solid waste assessment and management study.

The SWAC reconvened on July 31, 2014. Several members provided changes to the by-laws and operating procedures for the Board's review and approval. The changes include the following:

- The designation of alternate voting members to ensure SWAC has a quorum;
- Revision of dates that outline the terms of service for SWAC members;
- Additional language clarifying the formation of SWAC subcommittees; and
- Clarification of the scope of SWAC's stated duties.

ACTION REQUESTED:

The Agency is requesting the Board approve the amendment to the By-Laws and Operating Procedures for the Solid Waste Advisory Committee.

Attachments: Proposed By-Laws and Operating Procedures for the SWAC
Redline Version of November 15, 2012 By-Laws and Operating Procedures for the SWAC

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ATTACHMENT

Proposed By-Laws and Operating Procedures for the SWAC

SANTA FE SOLID WASTE MANAGEMENT AGENCY (SFSWMA, the Agency)
SOLID WASTE ADVISORY COMMITTEE (SWAC)
BY-LAWS AND OPERATING PROCEDURES
(Effective September 18, 2014)

1. NAME

This set of By-Laws and Operating Procedures pertains to the Solid Waste Advisory Committee or SWAC as established by the Santa Fe Solid Waste Management Agency (SFSWMA, the Agency).

2. MISSION AND PURPOSE

To provide a forum for input to the SFSWMA Executive Director and staff, the SFSWMA governing Board of Directors, consultants, as well as elected representatives, decision-makers, and staff from the City of Santa Fe and Santa Fe County regarding the implementation of a Comprehensive Solid Waste Management Plan (CSWMP, the Plan) as prepared jointly by the SFSWMA involving the City and County. . The SWAC shall assist and advise the entities with implementation of the Plan.

3. MEMBERSHIP

As listed below, there are 16 different sectors represented on the SWAC by 21 individuals:

<u>Sector</u>	<u>Number of Representatives</u>
A - Santa Fe Solid Waste Management Agency	1
B - City of Santa Fe	2
C - Santa Fe County	2
D - City At-Large Resident	2
E - County At-Large Resident	2
F - Waste Haulers	1
G - Private Recyclers	1
H - Recycling Advocacy Organization	1
I - Reuse Organizations	1
J - Environmental Organizations	1
K - Sustainable Santa Fe Commission	1
L - State of New Mexico	1
M -Schools	1
N - Institutions	1
O - Business Groups	2
P - Caja del Rio/Las Campañas Area	1

Representatives from sectors D through P shall serve a term of two (2) years commencing January 1, 2015. Such representatives may, at end of their term, request re-appointment

to the SWAC by the SFSWMA governing Board of Directors. In addition, each Representative from sectors F-O may designate an alternate member who is able to attend in addition to or instead of the elected member to ensure the SWACs ability to reach quorum. Alternate members will be non-voting when the elected member is present and will serve in conjunction with the elected member's term.

4. MEMBERS DUTIES AND EXPECTATIONS

Members are expected to attend meetings regularly; participate in discussions on topics brought before the SWAC; work collaboratively with other SWAC members, stakeholders, and involved parties; and inform themselves and the SWAC on related topics through reading of handout materials and other sources of information.

SWAC members can initiate the formation of Ad-Hoc Committees (see section 8) and are expected to lead such committees from initiation to completion. All Committees will be supported administratively by SWMA and its designees to ensure that they are effectively implementing the items they are formed to pursue.

Additionally, SWAC members are expected to abide by New Mexico laws regarding public meetings, public records, and conflict of interest.

5. OFFICERS

- 5.1 The officers of the SWAC shall consist of a chairperson and a vice-chairperson, both of which are voting members.
- 5.2 Chairperson: The chairperson shall preside at all SWAC meetings and shall perform all acts and duties usually performed by a chairperson or as specified by these by-laws.
- 5.3 Vice-Chairperson: The vice-chairperson shall preside in the absence of the chairperson. The vice-chairperson shall fill any unexpired term of the chairperson. In case of a vacancy of the vice-chairperson, an interim will be elected by the SWAC to fulfill the remainder of the term, and the procedure set forth in Section 5.2 will be used to fill the vacancy.
- 5.4 Term: The chairperson and vice-chairperson shall serve a term of two (2) years commencing January 1, 2015.
- 5.5 Officers may, at end of their term, be re-elected as set forth in Section 6.

6. NOMINATIONS AND ELECTIONS

- 6.1 Nominations may be made from the floor by SWAC members at the SWAC meeting provided the nominee is a SWAC member from sectors D through P and consents to serve. Nominees will be asked to make a statement regarding their

qualifications prior to election.

- 6.2 Nominee must acknowledge and value that the SWAC is an effective organization working to increase recycling and other forms of diversion from the landfill while ensuring financial stability for the solid waste management system and assuring that costs are distributed fairly and equitably.
- 6.3 Nominee must lead the organization and conduct meetings in an impartial and fair manner.
- 6.4 Election of Officers: Members of the SWAC elect the officers. Each officer is voted for separately, the chair position will be voted on before the vice-chair, and each SWAC member may cast one vote for each officer. A majority of the votes is required for election. In the case of a tie vote, the vote will be decided by number drawing. The nominee drawing the lowest number will be declared as the winner.

7. MEETINGS

- 7.1 Tentative agenda, time, and location for the next SWAC meeting[s] shall be set at the end of each meeting.
- 7.2 Minutes shall be a summary of the actual discussions and proceedings that transpired at the SWAC meeting.
- 7.3 Minutes shall be distributed to all members and interested persons who have requested to be on the mailing list prior to the next scheduled meeting.
- 7.4 SWAC members may submit clarification of their own comments, positions, votes or other member activity at the next regularly scheduled meeting for inclusion in the minutes of the meeting being clarified.

8. COMMITTEES

- 8.1 The SWAC may appoint standing and ad hoc committees as needed.
- 8.2 Committee members shall include, at a minimum, the following: one (1) representative from sectors A through C; and three (3) representatives from sectors D through P (See Section 3).
- 8.3 The objective of committees is to debate or research items pertinent to the SWAC and provide recommendations for SWAC review.
- 8.4 Minutes for all committees will be maintained and submitted for SWAC review.

9. QUORUM

A quorum shall be present in order to conduct the business of the SWAC. A quorum shall be 11 voting members of the SWAC.

10. VOTING MEMBERS

The representative of the SFSWMA is considered to be a non-voting member of the SWAC. The City of Santa Fe and Santa Fe County have two voting members each. All the other sectors of the SWAC identified in Section 3 have voting members equal to the number of representatives assigned. Therefore, there are 20 voting members of the SWAC.

11. PARTICIPATION

Participation must be in person and members may not participate in the meeting through the use of conference telephone or similar communication equipment.

12. DECISION-MAKING METHOD

A motion must be pending before a decision may be made. Every effort will be made to reach consensus when the SWAC is deliberating toward a decision. If consensus cannot be reached, the SFSWMA Executive Director or any member may call for a vote. The minimum number of affirmative votes for any motion to pass must be a majority of the quorum required to conduct SWAC business.

13. PROXY

No voting shall be permitted by proxy.

14. REMOVAL OF MEMBERS

14.1 Removal of a member from the SWAC for cause shall be determined by the SFSWMA governing Board of Directors.

14.2 It is recognized that changes in professional and personal priorities may affect SWAC members' ability to perform successfully. Any member who feels he or she can no longer commit the necessary time and effort to the SWAC is encouraged to discuss options with the chairperson.

15. GUIDELINES FOR COMMUNITY RELATIONS

Any member of the public is welcome to attend, participate in, and provide input at SWAC meetings, at the approved agenda time. Public comments are encouraged and

may be accepted verbally or in writing. Anyone who wishes to voice an opinion or present information or concerns to the SWAC may come to the meetings and/or contact the SFSWMA Executive Director. The SFSWMA Executive Director shall make arrangements as appropriate to assure public participation.

16. AMENDMENT OF BY-LAWS

- 16.1 Motion to amend these by-laws may be submitted by any member of the SWAC to the chairperson.
- 16.2 Decisions to amend the by-laws shall be reached by majority of the quorum required to conduct SWAC business.
- 16.3 All amendments to these by-laws are subject to the approval of the SFSWMA governing Board of Directors.

ATTACHMENT

**Redline Version of November 15, 2012 By-Laws and
Operating Procedures for the SWAC**

SANTA FE SOLID WASTE MANAGEMENT AGENCY (SFSWMA, the Agency)
SOLID WASTE ADVISORY COMMITTEE (SWAC)
BY-LAWS AND OPERATING PROCEDURES
(Effective November 15, 2012 ~~Effective September 18, 2014~~)

1. NAME

This set of By-Laws and Operating Procedures pertains to the Solid Waste Advisory Committee or SWAC as established by the Santa Fe Solid Waste Management Agency (SFSWMA, the Agency).

2. MISSION AND PURPOSE

To provide a forum for input to the SFSWMA Executive Director and staff, the SFSWMA governing Board of Directors, consultants, as well as elected representatives, decision-makers, and staff from the City of Santa Fe and Santa Fe County regarding the ~~development and implementation of a Comprehensive Solid Waste Management Plan (CSWMP, the Plan) as prepared jointly by the SFSWMA involving the City and County. The SWAC shall review and approve the Draft and Final Plan as prepared by the consultants.~~ The SWAC shall assist and advise the entities with implementation of the Plan.

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P - Caja del Rio/Las Campañas Area	1

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MEMORANDUM

To: SFSWMA Joint Powers Board Members
From: Randall Kippenbrock, P.E., Executive Director 
Date: September 11, 2014
Subject: Discussion with Possible Action on the Solid Waste Advisory Committee (SWAC)
Current Membership and New Members.

BACKGROUND AND SUMMARY:

The Solid Waste Advisory Committee (SWAC) is comprised of 16 different sectors of the Santa Fe area with the goal and mission of assisting the Executive Director, the Joint Powers Board, elected representatives, decision-makers and staff from the City, County and the Agency on solid waste and recycling related issues.

In February 2013 SWAC agreed to take a break until the completion of the solid waste assessment and management study.

Based on the November 2013 SWAC By-Laws and Operating Procedures the SWAC's appointed membership ended in January 2014. The Agency reached out to the current SWAC membership to confirm the interest of the members. During this process, the Agency received notification that one group, Earth Care NM, could no longer participate. At the August 21, 2014 meeting, the Board received notice from Neva Van Peski, one of the City's At-Large Resident members, that she will no longer serve on the SWAC.

In the past the Board appoints the four City and County At-Large Residents members and one Las Campañas/Caja del Rio Area member. With the exception of one vacant City At-Large Resident, all of the current at-large members for the City, County and Las Campañas/Caja del Rio Area have expressed interest in continuing serving on the SWAC.

The Agency received a request from Reunity Resources to serve as the Environmental Organization Sector on the SWAC. If approved by the Board, Reunity Resources will replace Earth Care NM.

ACTION REQUESTED:

The Agency is requesting that Board consider approving the SWAC current membership and appointing new members to serve on the SWAC. If approved, the members will serve on the SWAC until January 2017.

Attachment: SWAC Membership List as of August 11, 2014

Santa Fe Solid Waste Management Agency (SFSWMA)

Solid Waste Advisory Committee (SWAC)

#	Sectors	Affiliation	Representatives	Position / Title
1	SFSWMA	SFSWMA	Randall Kjaerengroek (non-voting)	Executive Director
2	Santa Fe County	Santa Fe County	Olivar Barela	Solid Waste Division Manager
3	Santa Fe County	Santa Fe County	Robert Martinez	Transportation and Solid Waste Division Director
4	City of Santa Fe	City of Santa Fe	Eric Lucero	Operations Manager Env. Services Div.
5	City of Santa Fe	City of Santa Fe	Lawrence Garcia	Asst. Environmental Services Division Director
6	Waste Haulers	Waste Management of Central NM	Cliff Dowling	District Operations Manager
7	Private Recyclers	Capital Scrap Metals	Barbara Wirt	Administrative Assistant
8	City At-Large Resident		VACANT	
9	City At-Large Resident		Mary Jane Park	
10	County At-Large Resident		Karen Sweeney	
11	County At-Large Resident		John Lopez	
12	State of New Mexico	NMED / Solid Waste Bureau	Tim Gray	Environmental Specialist
13	Institutions	St. Vincent Hospital	Larry Dennis	Director Facility Services

#	Sectors	Affiliation	Representatives	Position / Title
14	Sustainable Santa Fe Commission	City of Santa Fe	Louise Pape	Member
15	Business Groups	Santa Fe Chamber of Commerce	Simon Brackley	President
16	Business Groups	Santa Fe Area Home Builders Association	Kim Shattahan	Executive Officer
17	Recycling Advocacy Organization	New Mexico Recycling Coalition	English Bird	Executive Director
18	Schools	Santa Fe Public Schools	Lisa Randall	Energy Conservation Program Coordinator
19	Environmental Organizations	Reunity Resources	Tejinder Ciano	Executive Director
20	Reuse Organizations	Habitat for Humanity	Teo Swisher	H4H Executive Director
ω	Caja del Rio / Las Campanas Area		Andrew Leyba	

As of 09/11/14