

CITY CLERK'S OFFICE

DATE 10-5-12 TIME 12:11 pm

SERVED BY Randall Kippenbrock

RECEIVED BY [Signature]

**AGENDA**

**REGULAR MEETING**

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

**OCTOBER 18, 2012**

**12:00 P.M.**

**LEGAL CONFERENCE ROOM  
SANTA FE COUNTY COURTHOUSE  
102 GRANT AVENUE  
SANTA FE, NM**

- I. Call to Order**
- II. Roll Call**
- III. Approval of Agenda**
- IV. Approval of Minutes for Regular Meeting - August 16, 2012**
- V. Matters from the Public**
- VI. Matters from the Executive Director**
  - (A) Request for Approval of Professional Services Agreement with Natural Evolution, Inc. of Tulsa, OK, for Electronic Waste Recycling Services for the Buckman Road Recycling and Transfer Station (RFP '13/01/P).
  - (B) Request for Approval of HVAC Retrofit for the MRF Sort Room at the Buckman Road Recycling and Transfer Station with Trane U.S., Inc. of Albuquerque, NM, in the Amount of \$36,609.56.
    - (1) Approval of Budget Increase from 5502.100700 (Equipment Replacement Reserve Cash) to 52504.520100 (Repair and Maintenance Buildings and Structures) in the Amount of \$36,609.56.
  - (C) Request for Approval of Amendment No. 2 to Professional Services Agreement with Planit Computer of Albuquerque, NM, for Computer Support Services for the Caja del Rio Landfill and Buckman Road Recycling and Transfer Station in the Amount of \$14,000.00.

- (D) Request for Approval to Purchase 10-Gauge Annealed Stand Wire from L&P Wire-Tie Systems of Carthage, MO, for the MRF Baling Operation at the Buckman Road Recycling and Transfer Station in the Amount of \$21,648.00.
- (E) Request for Approval to Amend the By-Laws and Operating Procedures for the Solid Waste Advisory Committee.
- (F) Request for Approval of 2013 Meeting Calendar.

**VII. Matters from Staff**

**VIII. Matters from the Board**

- (A) Discussion with Possible Action on Out-of-County Waste (Commissioner Daniel Mayfield).

**IX. Next Meeting Date**

**X. Adjournment**

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

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SOLID WASTE MANAGEMENT AGENCY  
JOINT POWERS BOARD MEETING  
October 18, 2012

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**SOLID WASTE MANAGEMENT AGENCY  
JOINT POWERS BOARD MEETING  
Legal Conference Room  
Santa Fe County Courthouse  
October 18, 2012**

**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 Kathy Holian, Acting Chair, on Thursday, October 18, 2012, at approximately 12:20, in the Legal Conference Room Santa Fe County Courthouse, 102 Grant Avenue, Santa Fe, New Mexico.

**II. ROLL CALL**

**MEMBERS PRESENT:**

Commissioner Virginia Vigil – telephonically  
Councilor Bill Dimas  
Commissioner Kathy Holian  
Commissioner Daniel Mayfield

**MEMBERS EXCUSED:**

Councilor Peter N. Ives  
Councilor Christopher M. Rivera

**STAFF PRESENT:**

Randall Kippenbrock, Executive Director – SWMA  
Angelica Salazar, SWMA  
Justin Miller, Legal Counsel  
Melessia Helberg, Stenographer

There was a quorum of the membership in attendance..

### III. APPROVAL OF THE AGENDA

**MOTION:** Commissioner Mayfield moved, seconded by Councilor Dimas, to approve the Agenda as presented, with an amendment to consider only Items IV, V and VI (B), VI (C), and VI (D) and to postpone all other items to the next meeting of the Board on November 15, 2012.

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

### IV. APPROVAL OF THE MINUTES FOR REGULAR MEETING – AUGUST 16, 2012

**MOTION:** Commissioner Mayfield moved, seconded by Councilor Mayfield, to approve the minutes of the regular meeting of August 16, 2012, as presented.

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

### V. MATTERS FROM THE PUBLIC

A letter to Commissioner Vigil and members of the Board, with attachment, from Joseph Eigner, 6 Verano Drive, Santa Fe, New Mexico, is incorporated herewith to these minutes as Exhibit "1."

Joseph Eigner read a letter into the record regarding the need to increase recycling, and the recommendations their group has made to the County Solid Waste Task Force, noting the attachment which lists the 3 recommendations. He said the Eldorado recycling group advocates for the "three R's" – reduce, reuse and recycle. Please see Exhibit "1" for the text of this presentation.

*The Commissioners commented and asked questions as follows:*

- Commissioner Mayfield asked Mr. Eigner if they have been working with local businesses, such as restaurants as well as the schools with regard to food composting, and asked how that could be done.

Mr. Eigner said they haven't had much success. There is one restaurant, Café Fina, which has a partnership with local gardeners to compost all of their food waste. He said his group has been talking to the local supermarket about composting, noting they seem interested. However, they have been talking for a year now, but nothing has happened. They also are talking with the local schools, and will continue that effort.

Mr. Eigner said he understands some of the Santa Fe City schools have been doing that, and they are anxious to learn about their success. They have been working with local businesses to get something going with their two mini-malls.

- Commissioner Mayfield asked Mr. Eigner if he has spoken with Rachel O'Connor or Teresa Casados about the initiative at the County Senior Centers.

Mr. Eigner said they are on schedule to meet with the local Eldorado Senior Center, which provides lunch services and generates some waste. He said the Eldorado Senior Center has its own greenhouse and does some composting of the greenhouse waste. However, the group hasn't focused on the food waste from the cafeteria operation. He understands there is some fear of rodents getting into the building.

- Commissioner Mayfield said he spoke with Mr. Pat Velarde, a teacher in Pojoaque High School, and Mr. Velarde wants help with recycling efforts at Pojoaque High School. He said, however, Mr. Velarde wants the County to absorb all of the costs. He said when he was at the transfer facility yesterday, he noticed a lot of cardboard being dumped into the bin. He said we need to a little more work with the Pojoaque because they're not recycling and its waste is going straight into the dumpsters. He asked Mr. Eigner if he would be agreeable to talking to Pojoaque. He said Pojoaque has a contractor which brings its waste to our transfer station and there is a lot of cardboard going into our dumpsters which could be recycled.

Mr. Eigner said that is a violation of County ordinance.

- Commissioner Mayfield said he doesn't know if it is being contaminated with food waste.
- Mr. Eigner said the Eldorado Community School contracts with Waste Management, and the kids collect mainly paper waste from the classrooms and put it in the one of the nine 96 gallon dumpsters. He said he will be happy to talk to the people at Eldorado if Commissioner Mayfield will provide him the contact information.

## **VI. MATTERS FROM THE EXECUTIVE DIRECTOR**

### **(A) REQUEST FOR APPROVAL OF PROFESSIONAL SERVICES AGREEMENT WITH NATURAL EVOLUTION, INC., OF TULSA, OKLAHOMA, FOR ELECTRONIC WASTE RECYCLING SERVICES FOR THE BUCKMAN ROAD RECYCLING AND TRANSFER STATION (RFP 13-01/P).**

This item is postponed to the meeting of November 15, 2012.

- (B) REQUEST FOR APPROVAL OF HVAC RETROFIT FOR THE MRF SORT ROOM AT THE BUCKMAN ROAD RECYCLING AND TRANSFER STATION WITH TRANE U.S., INC., OF ALBUQUERQUE, NM, IN THE AMOUNT OF \$36,609.56
- 1) APPROVAL OF BUDGET INCREASE FROM 5502.100700 (EQUIPMENT REPLACEMENT RESERVE CASH) TO 52504.520100 (REPAIR AND MAINTENANCE BUILDINGS AND STRUCTURES) IN THE AMOUNT OF \$36,609.56.

Randall Kippenbrock, Executive Director, presented information regarding this matter from his Memorandum dated October 3, 2012, with attachments, to the SFSWMA Joint Powers Board, is incorporated herewith to these minutes as Exhibit "2" Please see Exhibit "2" for specifics of this presentation

Commissioner Mayfield asked if this void any warranties, or if we get any type of warranty with this.

Mr. Kippenbrock said the unit has been in place since early 2007, and they would provide one-year parts and labor warranty in moving the structure from the ground to the roof.

Commissioner Mayfield asked Mr. Kippenbrock if he approached the City or County maintenance to see if they can do this.

Mr. Kippenbrock said no. However, it is more complicated than just relocating the unit to the roof. It also has to be reinforced by adding a wing to the beam support the unit which weighs 7 tons. He said 7 tons is equivalent to 7 times 400 sq. ft. He said there is plenty of air movement, but the unit just isn't doing the job it should be doing.

**MOTION:** Councilor Dimas moved, seconded by Commissioner Holian, to approve Item VI(B) as presented by staff.

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

**MOTION:** Commissioner Vigil moved, seconded by Councilor Dimas, to approve Item VI(B)(1), as presented by staff.

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



- (C) **REQUEST FOR APPROVAL OF AMENDMENT NO. 2 TO PROFESSIONAL SERVICES AGREEMENT WITH PLANIT COMPUTER OF ALBUQUERQUE, NM, FOR COMPUTER SUPPORT SERVICES FOR THE CAJA DEL RIO LANDFILL AND BUCKMAN ROAD RECYCLING AND TRANSFER STATION IN THE AMOUNT OF \$14,000,000.**

Randall Kippenbrock, Executive Director, presented information regarding this matter from his Memorandum dated October 3, 2012, 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:** Councilor Dimas moved, seconded by Commissioner Mayfield, to approve Item VI(C), as presented by staff.

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

- (D) **REQUEST FOR APPROVAL TO PURCHASE 10-GAUGE ANNEALED STAND WIRE FROM L&P WIRE-TIE SYSTEMS OF CARTHAGE, MO, FOR THE MRF BALING OPERATION AT THE BUCKMAN ROAD RECYCLING AND TRANSFER STATION IN THE AMOUNT OF \$21,648.00.**

Randall Kippenbrock, Executive Director, presented information regarding this matter from his Memorandum dated October 5, 2012, 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.

**MOTION:** Councilor Dimas moved, seconded by Commissioner Mayfield, to approve Item VI(D), as presented by staff.

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

*Commissioner Vigil terminated telephonic participation*

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

This item is postponed to the meeting of November 15, 2012.

**(F) REQUEST FOR APPROVAL OF 2013 MEETING CALENDAR.**

This item is postponed to the meeting of November 15, 2012.

**VII. MATTERS FROM STAFF**

There were no matters from staff.

**VIII. MATTERS FROM THE BOARD**

**(A) DISCUSSION WITH POSSIBLE ACTION ON OUT-OF-COUNTY WASTE.  
(COMMISSIONER DANIEL MAYFIELD)**

This item is postponed to the meeting of November 15, 2012.

**IX. NEXT MEETING DATE: November 15, 2012, at 12:00 noon.**

**X. ADJOURNMENT**

There was no further business to come before the Board, and the meeting was adjourned at approximately 12:45 p.m..

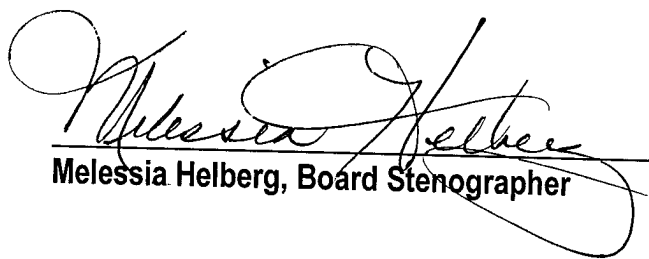
**APPROVED BY:**

\_\_\_\_\_  
**Virginia Vigil, Chair**

**ATTESTED TO:**

\_\_\_\_\_  
**Valerie Espinoza, Santa Fe County Clerk**

**SUBMITTED BY:**



Melessia Helberg, Board Stenographer

Thank you Commissioner Vigil and members of the Board.

As I have discussed before our Eldorado recycling group advocates for the three Rs: REDUCE, REUSE, RECYCLE.

November 15, the date of your next scheduled meeting, is America Recycles Day. It is a good time to reflect on where we stand on these goals.

Our group has worked for over a year to increase recycling in our section of the unincorporated county - with meager results:

Recycling at the Eldorado Transfer Station has increased only from 21 to 22%.

Our own collection of recyclables from our two mini-malls is running at about a ton a year - a lot of bottles, cans, worn athletic shoes, #5 plastics, and other items, but less than one-tenth of one percent of what our area recycles at the Eldorado Transfer Station and through our private curbside hauler.

With a city and county average recycling rate of only 11 to 12%, a national average of 33%, and cities like San Francisco, LA, and Seattle at 80% or more, we have to ask why we lag so far behind?

Your Agency operates BuRRT, a model drop-off recycling center just outside of BuRRT, our landfill, and the new Household Hazardous Waste facility - all with a high level of quality and professionalism.

Your scales at Caja del Rio and BuRRT provide the only real data on the levels of trash disposal and recycling that we have.

So why is recycling at such an abysmally low level in the City-County Different?

We know that BuRRT can process twice the amount of recyclables it now receives. We know it cannot market many types of plastics and single-ply cardboard, but .... the lack of high participation rates by both individuals and businesses seems to be our biggest problem.

The new county Solid Waste Task Force (I see several members of the Task Force with us here today) is beginning to look into this problem, at least for the unincorporated area of the county.

It knows that its system of seven transfer stations receives only about 20% of the solid waste generated in the unincorporated area, the other 80% presumably collected by private haulers, most of whom do not offer recycling or if they do charge extra for it.

The Task Force has authorized a study to develop data on this unknown 80%.

Our group has made three recommendations to the Task Force:

1. Study placing all aspects of solid waste administration, both city and county, under the Santa Fe solid Waste Management Agency.
2. Study and consider adopting a Pay As You Throw system.
3. Encourage and implement greater use of composting, both home- and commercial-scale, especially for food waste and yard trimmings.

This is a copy of our recommendations to the Task Force.

I thank you for the opportunity to speak today, and I welcome your questions.

*Joseph Eigne*  
6 Versano Drive  
SF NM 87508

*Exhibit "1"*

## **Recommendations to the Santa Fe County 2012 Solid Waste Task Force:**

**SERA Recycles!** is a volunteer group working to improve and expand recycling in the Eldorado area and along the 285 corridor. We have been working with the county and are aware of many of the issues facing improved solid waste collection and processing. Based on this experience we urge the Task Force to study the following three areas.

### **1) Study placing all aspects of solid waste administration, both city and county, under SFSWMA.**

Since the Agency is currently ably dealing with the products of waste collection, it makes sense for them to administer all aspects of collection and processing. That is not to say they should run their own fleet of trucks, etc. But this would put them in a position to set up the most efficient system, whether it be franchising or other means of collection and/or transfer stations.

There is no reason to think jobs would be lost; all positions would probably be needed. Political oversight would continue through the city and county members of the Joint Powers Board.

### **2) Study and consider going to a Pay As You Throw system.** This method works in many areas of the nation.

A. It is fair - you pay for what you get rid of. The rates now are way below the costs. (I am amazed that I can dump a large bag of trash for \$1. Why should I? It is not fair to the many other citizens who subsidize that fee.)

B. It encourages recycling and composting. You do not pay for what you divert. Both activities have commendable results -- reuse of materials, less use of new resources and in the case of composting, immediate valuable product. Typically, recycling rates double upon successful implementation of Pay As You Throw.

With any such fee proposal there is fear of people unable to pay or unwilling to pay. A system of vouchers could be put in place for those who are truly unable to pay. For those who are unwilling and thus engaging in illegal dumping, there should be swift prosecution. This too impacts those who are footing the bill.

Punishment should include community service within the system. Often people have a too casual attitude toward trash. In today's climate it is serious business.

### **3) Encourage greater opportunities for composting -- home and commercial.**

We have four large composting operations which are currently limited in scope (and they do not process kitchen scraps - 20-30% of household waste):


- a. BuRRT
- b. Caja del Rio
- c. City's Wastewater Treatment Plant
- d. Payne's Organic Soil Yard

They all have potential for bigger operations. Getting rid of the final product is currently a dilemma. Better marketing is one tool. There are many municipal operations that sell the composted material to cover costs or for profit. Better, more complete product is another.

We urge the Task Force to study this possibility and especially to consider the amount of material that could be diverted in this manner and made available to improve our soils.

Finally, receiving revenue to operate Caja del Rio and related services seems to depend on putting more material into Caja. The Task Force should consider whether this is a viable plan for the future of the landfill, the County, the Earth. We believe that diversion of materials from the landfill should be a top priority.

# MEMORANDUM

**To:** SFSWMA Joint Powers Board Members  
**From:** Randall Kippenbrock, P.E., Executive Director   
**Date:** October 3, 2012  
**Subject:** Request for Approval of HVAC Retrofit for the MRF Sort Room at the Buckman Road Recycling and Transfer Station with Trane U.S., Inc. of Albuquerque, NM, in the Amount of \$36,609.56.

## BACKGROUND & SUMMARY:

In February 2007, the Agency constructed a Material Recovery Facility (MRF) at the Buckman Road Recycling and Transfer Station. Included in the MRF was a recycling sort room for the MRF technicians to sort out recycling materials. The sort room is equipped with a 7-ton Heating Ventilation and Air Conditioning Unit (HVAC) for heating and cooling purposes. The unit is located at ground level outside of the transfer station. Due to the proximity of the HVAC's air intake to the transfer station door, the air quality is poor and is subject to high amounts of dust and dirt. To prevent the unit from freezing up it requires an inordinate amount of filter changes. Also, the duct work is inefficient and prevents consistent and proper heating and cooling of the sort room throughout the year; which in turn creates an unduly harsh work environment for the MRF technicians.

In August 2012, M&E Engineering, Inc. analyzed the current HVAC setup and recommended that the unit be moved to the roof of the transfer station above the sort room area. This would eliminate the long length of duct work with numerous 90-degree turns and ultimately allow proper air flow to the sort room.

In September 2012, the Agency entered into negotiations with Trane U.S., Inc. of Albuquerque, NM. Based on M&E Engineering's recommendations and proposed scope of work, Trane U.S. agrees to provide labor and materials to relocate the existing HVAC unit to the roof top of the transfer station for a total of \$36,609.56. The work includes the following: 1) relocation of unit and duct work as needed; 2) all electrical work as needed; 3) repairs of damaged walls and ceilings from demolition; 4) test and balance; 5) project management; 6) new curb for unit, smoke detector for shut down of fan, filter rack and washable filter; 7) start up and owner training; and 8) one-year parts and labor warranty. Trane U.S. has a pricing agreement with State of New Mexico. The Contract No. is 20-350-00-05117/GS-07F-0248K.

Funding is available from 5502.100700 (Equipment Replacement Reserve Cash) to 52504.520100 (Repair and Maintenance Buildings and Structures).

**ACTION REQUESTED:**

The Agency is requesting the Board to approve the HVAC Retrofit for the MRF Sort Room at the Buckman Road Recycling and Transfer Station with Trane U.S., Inc. of Albuquerque, NM, in the amount of \$36,609.56.

The Agency also requests approval of budget increase from 5502.100700 (Equipment Replacement Reserve Cash) to 52504.520100 (Repair and Maintenance Buildings and Structures) in the amount of \$36,609.56.

Attachments: 1) Budget Adjustment Request  
2) Trane U.S., Inc. Cost Estimate, dated September 24, 2012

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**ATTACHMENT**

Budget Adjustment Request



# City of Santa Fe, New Mexico

## BUDGET ADJUSTMENT REQUEST (BAR)

[illegible]

Budget increase to be funded from 5502.100700(Cash reserves SWAMA Equipment Replacement Fund) to the Operating Fund (5500) to relocate the HVAC unit at the Material Recovery Facility (MRF)

		<b>CITY COUNCIL APPROVAL</b>			
Angelica G Salazar	Date	City Council Approval Required	<input type="checkbox"/>	Budget Officer	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**

Trane U.S., Inc. Cost Estimate, dated September 24, 2012

**TRANE**

Building Services

WE MAKE BUILDINGS WORK BETTER FOR LIFE.™



Trane U.S. Inc. dba Trane  
4401 Ellison NE  
ALBUQUERQUE, NM 87109  
Phone: (505) 884-2044  
Fax: (505) 884-2449

September 24, 2012

Karl Tipton  
Mechanical Engineer, PE  
M & E Engineering, Inc.  
8417 Washington Pl. NE  
Albuquerque, NM 87113

**Project Name:** Santa Fe Solid Waste Management Sort Room HVAC Partial Mech room Plans

State of NM Contract # 20-350-00-05117/GS-07F-0248K

We are pleased to offer you this proposal for performance of the following services for the Equipment listed. Services will be performed using Trane's Exclusive Service Procedure to ensure you get full benefit of our extensive service experience, coupled with the distinct technical expertise of an HVAC Equipment manufacturing leader. Our innovative procedure is environmentally and safety conscious, and aligns expectation of work scope while providing efficient and productive delivery of services.

### Scope of Service

Furnish labor and materials to relocate existing RTU per scope of work from M&E Engineering dated August 24, 2012. To include the following;

- Relocation of RTU and duct work as needed
- Electrical
- Repairs of damage walls and ceilings from demolition
- Test and Balance
- Project management
- New curb , Smoke Detector ( For shut down of fan only ) Filter rack and washable filter
- Start up and Owners training
- One year parts and labor warranty

Net price for above work \$33,839.00 plus tax (8.1875%) \$2,770.56 Total price with tax \$36,609.56

Price breakout is as follows:

Sheet metal	\$20,540.00
Electrical	\$3900.00
Test and Balance	\$910.00

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General construction	\$4810.00
New curb	\$487.00
Labor / Project manager	\$3,192.00

## Clarifications

1. Any service not listed is not included.
2. Work will be performed during normal Trane business hours.
3. This proposal is valid for 60 days from September 14,2012

I appreciate the opportunity to earn your business, and look forward to helping you with all of your service needs. Please contact me if you have any questions or concerns.

SUBMITTED BY: Mark Fafard		Proposal Date: September 14,2012	
			
Owner Direct Inside Sales		License Number: 352815	
<b>CUSTOMER ACCEPTANCE</b>		<b>Trane ACCEPTANCE</b>	
Authorized Representative		Trane U.S. Inc.	
Printed Name		Authorized Representative	
Title		Title	
Purchase Order		Signature Date	
Acceptance Date			

# MEMORANDUM

**To:** SFSWMA Joint Powers Board Members  
**From:** Randall Kippenbrock, P.E., Executive Director (ALK)  
**Date:** October 3, 2012  
**Subject:** Request for Approval of Amendment No. 2 to Professional Services Agreement with Planit Computer Services of Albuquerque, NM, for Computer Support Services for the Caja del Rio Landfill and Buckman Road Recycling and Transfer Station in the Amount of \$14,000.00.

## BACKGROUND & SUMMARY:

On February 16, 2012, the Board approved a Professional Services Agreement (Agreement) to Planit Computer Services of Albuquerque, NM, for computer support services for the Caja del Rio Landfill and Buckman Road Recycling and Transfer Station in the amount of \$21,400.00 (RFP No. '12/13/P).

The scope of work in the Agreement includes the following:

- Networking maintenance for Agency's computers, network print servers and printers, time clocks, routers, VPN routers and wireless access points at two sites and five buildings;
- Software maintenance includes license monitoring, installations, upgrades for general productivity software, antivirus, Time Force time clock software, Televantage phone system, and Performance Now software; and
- User support service (onsite, phone and remote access).

In addition to the normal and customary support, Planit Computer performed additional work to include: configured new workstations and softwares, installed a new backup system, upgraded the WasteWorks scale ticketing program to accept credit/debit card payments, and set up a computer and phone for the new HHW collection facility.

On September 27, 2012, the Agency issued Amendment No. 1 to increase the Agreement in the amount of \$2,000.00 for a total not-to-exceed amount of \$23,400.00.

Amendment No. 2 will increase the Agreement in the amount of \$14,000.00 for a total not-to-exceed amount of \$37,400.00. The amendment is needed to cover support services through the duration of the first year of the Agreement, February 2013.

Funding is available in line item 52501.510300 - Professional Contracts.

**ACTION REQUESTED:**

The Agency is requesting the Board approve Amendment No. 2 to the Agreement with Planit Computer Services of Albuquerque, NM, for computer support services for the Caja del Rio Landfill and Buckman Road Recycling and Transfer Station in the amount of \$14,000.00.

Attachments: 1) Professional Services Agreement - Amendment No. 2  
2) Professional Services Agreement - Amendment No. 1  
3) Professional Services Agreement

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**ATTACHMENT**

Professional Services Agreement - Amendment No. 2

**SANTA FE SOLID WASTE MANAGEMENT AGENCY  
AMENDMENT No. 2  
PROFESSIONAL SERVICES AGREEMENT  
(Computer Support Services - 2012)**

This AMENDMENT No. 2 (the "Amendment") to the PROFESSIONAL SERVICES AGREEMENT, dated February 23, 2012 (the "Agreement"), is made and entered between the Santa Fe Solid Waste Management Agency (the "Agency") and Planit Computer Services (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 computer support services for the Caja del Rio Landfill and Buckman Road Recycling and Transfer Station (RFP No. '12/13/P).

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 Fourteen Thousand Dollars and No Cents (\$14,000.00) 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 Thirty-Seven Thousand Four Hundred Dollars and No Cents (\$37,400.00), including applicable gross receipts taxes.



DESCRIPTION	AMOUNT
ORIGINAL CONTRACT	\$21,400.00
AMENDMENT NO. 1	\$2,000.00
AMENDMENT NO. 2	\$14,000.00
CONTRACT TO DATE	\$37,400.00

- B. Payment shall be made upon receipt and approval by the Agency of reasonably detailed invoices/statements describing the services performed. Invoices/statements shall be rendered not more than once each month. Compensation shall be paid only for services actually performed.

2. **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 Santa Fe Solid Waste Management Agency Professional Services Agreement as of the dates set forth below.

SANTA FE SOLID WASTE  
MANAGEMENT AGENCY:

\_\_\_\_\_  
Virginia Vigil  
Chair

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

ATTEST:

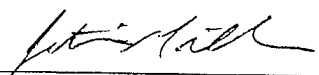
\_\_\_\_\_  
Valerie Espinosa  
Santa Fe County Clerk

PLANIT COMPUTER SERVICES:

\_\_\_\_\_  
David Barnes  
Owner

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

APPROVED AS TO FORM:

  
\_\_\_\_\_  
Justin W. Miller  
Agency Attorney

9/25/12  
\_\_\_\_\_  
Date:

**ATTACHMENT**

Professional Services Agreement - Amendment No. 1

**SANTA FE SOLID WASTE MANAGEMENT AGENCY  
AMENDMENT No. 1  
PROFESSIONAL SERVICES AGREEMENT  
(Computer Support Services - 2012)**

This AMENDMENT No. 1 (the "Amendment") to the PROFESSIONAL SERVICES AGREEMENT, dated February 23, 2012 (the "Agreement"), is made and entered between the Santa Fe Solid Waste Management Agency (the "Agency") and Planit Computer Services (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 computer support services for the Caja del Rio Landfill and Buckman Road Recycling and Transfer Station (RFP No. '12/13/P).

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 Two Thousand Dollars and No Cents (\$2,000.00) 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 Twenty-Three Thousand Four Hundred Dollars and No Cents (\$23,400.00), including applicable gross receipts taxes.

DESCRIPTION	AMOUNT
ORIGINAL CONTRACT	\$21,400.00
AMENDMENT NO. 1	\$2,000.00
CONTRACT TO DATE	\$23,400.00

- B. Payment shall be made upon receipt and approval by the Agency of reasonably detailed invoices/statements describing the services performed. Invoices/statements shall be rendered not more than once each month. Compensation shall be paid only for services actually performed.

2. **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 Santa Fe Solid Waste Management Agency Professional Services Agreement as of the dates set forth below.

SANTA FE SOLID WASTE  
MANAGEMENT AGENCY:

Randall Kippenbrock  
Randall Kippenbrock, P.E.  
Executive Director

9/27/12  
Date:

PLANIT COMPUTER SERVICES:

David Barnes  
David Barnes  
Owner

9/27/12  
Date:

APPROVED AS TO FORM:

Justin W. Miller  
Justin W. Miller  
Agency Attorney

9/25/12  
Date:

**ATTACHMENT**

Professional Services Agreement

**SANTA FE SOLID WASTE MANAGEMENT AGENCY  
PROFESSIONAL SERVICES AGREEMENT  
(Computer Support Services - 2012)**

This PROFESSIONAL SERVICES AGREEMENT ("Agreement") is made and entered into by and between the Santa Fe Solid Waste Management Agency ("the Agency") and Planit Computer Services (the "Contractor") for Computer Support Services for the Caja del Rio Landfill and Buckman Road Recycling and Transfer Station (RFP No. '12/13/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 Twenty One Thousand Four Hundred Dollars and No Cents (\$21,400.00).

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 February 23, 2013, 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 \$1,000,000 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 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 \$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

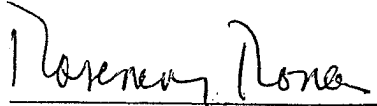
Any notices required to be given under this Agreement shall be in writing and served by personal delivery or by mail, postage prepaid, to the parties at the following addresses:

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

CONTRACTOR: Mr. David Barnes  
Owner  
Planit Computer Services  
1829 Hiawatha Ct. NE  
Albuquerque, NM 87112

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

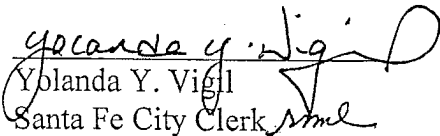
SANTA FE SOLID WASTE  
MANAGEMENT AGENCY:



Rosemary Romero  
Chairperson

2-23-12  
Date:

ATTEST:

  
Yolanda Y. Vigil  
Santa Fe City Clerk

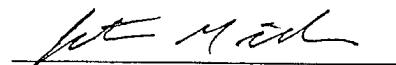
PLANIT COMPUTER SERVICES:



David Barnes  
Owner

2/25/12  
Date:

APPROVED AS TO FORM:



Justin W. Miller  
Agency Attorney

2/23/12  
Date:



**EXHIBIT A**

**Planit Computer Services**

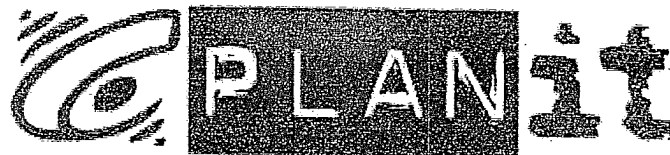
**Scope of Work**

**RFP No. '12/13/P**

# SFSWMA

RFP Number '12/13/P

Computer Support Services  
for  
Caja Del Rio Landfill  
and  
Buckman Road Recycling and Transfer Station



**Planit Computer Services**



January 26, 2012

In reference to RFP No. 12/13/P

To whom it may concern,

Planit Computer Services has been serving Albuquerque, Santa Fe and the surrounding areas for eleven years. With a focus on small to medium business; accounts are diverse, ranging from professional to industrial with networks ranging from single user environments to server based LANs with numerous workstations. We also support WAN configurations from simple DSL connections to linking multiple physical networks together through wireless bridges and point to point configurations. One of these accounts is SFSWMA.

Over the last decade our businesses have grown side by side. A rapport has been long established and a familiarity with all of the employee's abilities and temperaments allows effective communication and instruction. Thorough knowledge of the network enables a fast and efficient resolution to the common problems that arise.

David Barnes is the point of contact for Planit Computer Services and can be reached at 505-275-6858 or by email at [david@planitnm.com](mailto:david@planitnm.com).

It has been a delight and a privilege to serve the agency over the years and I appreciate your consideration in allowing this relationship to continue its growth.

Thank you,

David Barnes  
Owner  
Planit Computer Services



## **Sub-Consultants**

Planit has no sub-contracts.

Planit is reachable by phone 24 hours a day and seven days a week. Calls will be answered or messages returned even when out of town and remote access is also utilized when necessary. Almost any problem can be resolved in this manner. However, we acknowledge that circumstances can occur where it is physically impossible to respond to a service call. For this reason we have an agreement with Davlaur Information Systems for response in these unlikely emergency situations.

Davlaur is utilized only in emergency situations where it is impossible for Planit to respond.

### **Davlaur Information Systems**

8100 Wyoming Blvd NE  
Suite M4, PMB 284  
Albuquerque, NM 87113

505-362-2601

Davlaur is experienced with all versions of Windows Server and all versions of Windows for the PC. They are adept at Network maintenance and problem solving. They have experience with a wide range of office software and peripherals.



## Approach

### **General Maintenance:**

Maintenance of the network, systems, software and peripherals is performed as a standard while at a client's site. While working on any system, error logs are checked and system cleanup is performed. Software is reviewed for license issues, for unauthorized installation and for potentially unwanted programs. If applicable, toolbars are removed, active X components are removed and unnecessary start-up programs are removed. System and network performance is considered and, if degraded, the problem is located and fixed. This preventative maintenance can preserve overall system performance but it can also prevent a catastrophic failure if early indicators are available and caught. Ideally, this is done on a scheduled basis, but this service is always performed with any work performed on a server or workstation.

### **Support:**

In the event of a problem or failure, calls are handled in the order that produces the fastest results at the lowest price. While failures and severe problems do occur, the majority of calls are comprised of glitches or minor problems that are easily and quickly resolved. Most users, no matter how basic their skills are capable of dealing with these problems with proper instruction. Because of this, phone support is typically the first step in solving a problem followed by either remote access or a service call.

### **Phone Support**

When a call is received, questions are asked to ascertain the most probable cause of the issue. Through this communication the technician collects information to diagnose the problem and develop possible solutions. If a simple fix is likely, the user (based on their ability) is guided through steps to resolve the problem. These steps are often as simple as checking a plug or restarting a piece of equipment. Problems are frequently resolved within 30 minutes over the phone. These short sessions are regarded as a customer service and are complimentary.



## **Remote Access**

Sometimes a user is not comfortable with phone support and sometimes phone support is not a viable option. However, the problem may still be one that is quickly and easily resolved. In these circumstances the technician may opt for remote access to perform services. There are three options available in remote service, when starting with a company these options are discussed and the preferred method is setup on the workstations and servers. RDP is the preferred method of remote access, but other options include another permanent service like LogMeIn or a one-time service like ShowMyPC.

**RDP** - Native to windows and only requires porting be set up on the router and the workstation. However, it does require Windows Professional. Once configured, a technician can access the system(s) at any time and from any location, as long as the computer is powered on.

**LogMeIn** - This or a similar service can be utilized even on computers running home editions of Windows. With these services a client is installed on each workstation and the technician can access the computer at any time. Also, if desired, the client can also be disabled to restrict outside access to the computer. There is, however, a small annual fee for each station utilizing this service.

**ShowMyPC** - A per incident solution. Services like ShowMyPC allow the technician access to the machine for a single occurrence. The user downloads a small temporary client which generates a password for that instance. Once the session is over the password is nullified and the client is deleted. This type of service is used when privacy is a concern. The user can monitor the technicians work, take control or terminate the session. Once service is completed the system is no longer shared. This solution may be used, even with other remote access solutions, if the technician needs to see something the user is doing to resolve a problem.

It is common for a problem to be resolved in 15 minutes or less and these quick fixes are free of charge. Because there is no travel time involved, there is less down time in addition to the cost benefit. In the event a problem cannot be resolved in 15 minutes, standard hourly fees will apply. If the problem cannot be fixed remotely a service call will be scheduled.



## Service Calls

Hardware failure, internet service interruption and problems unable to be resolved remotely will require a service call. Non emergency calls will be scheduled for service within the week, typically within two days. Emergency calls will be handled same day or next day, depending on severity and time of day. Catastrophic emergencies that cripple a network will warrant response within 4 hours. Less severe emergencies, losing a single workstation for example, will be scheduled for next day service. Hardware failure may require parts to be ordered and may result in delays. The need to replace specialized equipment may place service times at the mercy of the supplying company and the shipping service. In this event, every effort will be made to expedite a resolution but timeframe will be out of anyone's control.



## Qualifications

David Barnes is the sole proprietor of Planit Computer Services. While working in the industry, he found many of the practices and attitudes in the IT field to be flawed from a customer's perspective. So, in 2001 he started Planit with the goal of providing reliable and affordable service to clients and to strive for an approachable easy to understand interaction with people.

He has experience with all versions of Windows Server (NT, 2000, 2003, and 2008) and all versions of Windows (95, 98, Me, 2000, XP, Vista and 7). He also has experience with Cisco, Adtran and Juniper networking equipment, including routers, switches and VPN routers and bridges. Experience with peripheral equipment includes printers and print servers, time clocks, VoIP phones, wireless access points, smart phones, and digiport converters. Software he has worked with includes WasteWorks (waste disposal software), TimeForce (time clock software), Televantage (server based phone system), a variety of antivirus software (including Symantec, McAfee, Trend Micro and Eset), several of the Adobe and Microsoft productivity titles and Performance Now (employee evaluation software). He is adept at troubleshooting network and component problems and is familiar with a variety of common communication interfaces in today's market including T1 (internet and point to point), Cable, DSL, and wireless internet.





## **Similar Accounts/Projects**

### **Caja Del Rio/SFSWMA**

Since 2001 Planit has helped the agency grow from a handful of individual computers with dial up connections to the network they are currently utilizing and from an office with two unattached buildings to a consolidated network connecting all five structures of the organization. As such, Planit has intrinsic knowledge of the network, the attached devices and the software being used. This familiarity includes many of the common idiosyncrasies in the network, which makes most problems easy to identify and quick to fix. Responsibilities include hardware and software maintenance, server and workstation maintenance and LAN maintenance.

### **High Country Macula**

High Country Macula started as a single doctor's office in Santa Fe and grew to include a second office in Albuquerque. These offices were connected through VPN routers. Duties included hardware and software maintenance, server and workstation maintenance and LAN maintenance.

### **MPB - Medical Practice Billing**

MPB is a medical billing company. They require remote access to servers in all of the doctors' offices they service. Duties include hardware and software installation and maintenance, antivirus maintenance, and configuring and maintaining remote connections to servers.

### **Other Clients**

Responsibilities include:

Software maintenance, upgrades, installation and licensing

Hardware setup, including servers, workstations, routers, print servers, printers and peripherals

Antivirus monitoring

LAN maintenance and upgrades

Backup and recovery

Troubleshooting and repair of network components

Troubleshooting and repair of servers and workstations



## **Fee Schedule**

### **On-Site Service**

The hourly rate for on-site service is \$65.00 for scheduled service Monday through Friday and is \$100.00 for emergency calls requiring same or next day response, weekends or standard Federal holidays. Travel time is chargeable and billed time begins from departure to the agency to arrival from the agency.

### **Remote Service**

If applicable, the hourly rate for remote service is \$65.00 with no increase for emergency, weekend or holiday. There is no charge for incidents that can be resolved in 15 minutes or less. These quick fixes are considered to be a customer service.

### **Phone Support**

If applicable, the hourly rate for phone support is \$65.00. There is typically no charge for phone support. Most incidents can be resolved within minutes and can often prevent bigger problems that may occur when a user tries to resolve an issue unassisted. Because of this, we welcome customer's calling with questions. Again, this is considered to be a customer service. Calls over 30 minutes may be billed.

# MEMORANDUM

**To:** SFSWMA Joint Powers Board Members  
**From:** Randall Kippenbrock, P.E., Executive Director *RLK*  
**Date:** October 5, 2012  
**Subject:** Request for Approval to Purchase 10-Gauge Annealed Stand Wire from L&P Wire-Tie Systems of Carthage, MO, for the MRF Baling Operation at the Buckman Road Recycling and Transfer Station in the Amount of \$21,648.00.

## BACKGROUND AND SUMMARY:

On October 4, 2012, three vendors submitted bids for 440 cwt (44,000 pounds) of 10-gauge black annealed stand wire for the Van Dyk HBC 80 baler at the Buckman Road and Transfer Station (BuRRT). The annealed stand wire is a baling wire that is use to tie the recyclable bales produced by the Van Dyk baler. The amount of wire requested by the Agency is equivalent to one year of supply. The bids are tabulated below.

Vendor	Wire Unit Price per cwt	Freight per cwt	Total Unit Price per cwt	Total Price for 440 cwt
L&P Wire-Tie Systems Carthage, MO	\$45.65	\$3.55	\$49.20	\$21,648.00
Accent Wire Products Tomball, TX	\$47.75	\$3.20	\$50.95	\$22,418.00
Delhart Recycling Equipment St. Louis, MO	\$62.00	Included	\$62.00	\$27,280.00

Note: cwt = 100 pounds; 440 cwt = 44,000 pounds.

Agency staff reviewed the bids and determined that L&P Wire-Tie Systems is the low bidder meeting bid specifications.

## ACTION REQUESTED:

The Agency recommends the Board award bid to L&P Wire-Tie Systems of Carthage, Mo, for 10-gauge annealed stand wire in the amount of \$21,648.00. Funding is available in line item 52504.530200 - Operating Supplies.

Attachment: Bids

M:\Memo\Memo100512.2.wpd

**ATTACHMENT**

Bids

**Santa Fe Solid Waste Management Agency  
Buckman Road Recycling and Transfer Station  
October 2012  
10-Gauge 1018 Black Annealed Stand Baling Wire**

**1.0 SCOPE:**

The Santa Fe Solid Waste Management Agency (Agency) is requesting quotes for 10-gauge black annealed stand baling wire for the Van Dyk HBC 80 baler at the Buckman Road Recycling and Transfer Station, Santa Fe, NM. Quotes must be received by **5:00 p.m. local prevailing time on Thursday, October 4, 2012**. No late quotes will be accepted. Quotes will be accepted by hand delivery to Santa Fe Solid Waste Management Agency, 149 Wildlife Way, Santa Fe, NM 87506, e-mail to [rkippenbrock@sfswwma.org](mailto:rkippenbrock@sfswwma.org) or by fax to (505) 424-1839. The Agency reserves the right to reject any and all quotes, as well as the right to determine the quote most advantageous to the Agency.

**2.0 SPECIFICATIONS AND PRICING:**

The quantities given in the table below are estimated and provisional, and are given to provide a common basis for tendering. The basis of payment will be the actual quantity of wire ordered and delivered, as measured by the awarded vendor and verified by the Agency and valued at the unit prices offered by the awarded vendor. Vendors should contact Mr. Randall Kippenbrock, P.E., Executive Director at (505) 424-1850, ext. 100 for any questions pertaining to this request for quotation.

Item	Description of Services Required	Unit Price per cwt	Quantity - Number of cwt Delivered to Santa Fe, NM on One (1) Load [e.g., 53-foot Dry Van]	Total Price
1	10-gauge black annealed stand baling wire (1018 wire meeting all related ASTM wire specifications including ASTM-A510 and ASTM A853).	45.65/cwt	440	\$20,086.00
2	Freight	3.55/cwt	440 (Shipped in two (2) ½ truckloads)	\$1,562.00
3	TOTAL	49.20/cwt	440	\$21,648.00

All blanks on the Request for Quotation form must be completed. Incomplete quotes will not be considered.

The Agency is tax-exempt from the New Mexico 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 City of Santa Fe's Purchasing Office.

Vendors should note that availability of stock, complete product analysis and past experience of the Agency with similar or related items will be weighed in during the Agency's decision to award a quote that is most advantageous to the Agency.

**Santa Fe Solid Waste Management Agency  
Buckman Road Recycling and Transfer Station  
October 2012  
10-Gauge 1018 Black Annealed Stand Baling Wire**

**3.0 AWARD OF QUOTATION:**

The award of quotation will be made on **October 18, 2012** to the lowest responsible vendor who meets or exceeds all specifications as per Section 2.0.

**4.0 DELIVERY:**

The awarded vendor will be issued a purchase order identifying the quantity and awarded price. The delivery date is expected for the week of November 5, 2012 or sooner. The delivery location is the Buckman Road Recycling and Transfer Station, 2600 Buckman Road, Santa Fe, NM 87507.

**5.0 PAYMENT:**

The Agency will make every effort to process payments within thirty (30) days of receipt of a detailed invoice for the goods or services. The Agency shall make the final determination of satisfactory receipt of goods or services.

**6.0 VENDOR INFORMATION:**

"The undersigned affirms that they are duly authorized to execute this contract, that this company, corporation, firm, partnership or individual has not prepared this quote in collusion with any other vendor, and that the contents of this quote as to prices, terms or conditions of said quote have not been communicated by the undersigned nor by any employee or agent to any other person engaged in this type of business prior to the official opening of this quote."

Vendor (Company Name) LP Wire-Tie Systems

Address 635 E. Central Ave.

City and State Carthage, MO 64836

Phone Number (623) 229-2519

Fax Number (623) 234-4521

Email Address donthomason@cox.net

Print Name Don Thomason

Title Manufacturers Representative

Authorized Signature Don Thomason

**Santa Fe Solid Waste Management Agency  
Buckman Road Recycling and Transfer Station  
October 2012  
10-Gauge 1018 Black Annealed Stand Baling Wire**

**1.0 SCOPE:**

The Santa Fe Solid Waste Management Agency (Agency) is requesting quotes for 10-gauge black annealed stand baling wire for the Van Dyk HBC 80 baler at the Buckman Road Recycling and Transfer Station, Santa Fe, NM. Quotes must be received by **5:00 p.m. local prevailing time on Thursday, October 4, 2012**. No late quotes will be accepted. Quotes will be accepted by hand delivery to Santa Fe Solid Waste Management Agency, 149 Wildlife Way, Santa Fe, NM 87506, e-mail to [rkippenbrock@sfswwma.org](mailto:rkippenbrock@sfswwma.org) or by fax to (505) 424-1839. The Agency reserves the right to reject any and all quotes, as well as the right to determine the quote most advantageous to the Agency.

**2.0 SPECIFICATIONS AND PRICING:**

The quantities given in the table below are estimated and provisional, and are given to provide a common basis for tendering. The basis of payment will be the actual quantity of wire ordered and delivered, as measured by the awarded vendor and verified by the Agency and valued at the unit prices offered by the awarded vendor. Vendors should contact Mr. Randall Kippenbrock, P.E., Executive Director at (505) 424-1850, ext. 100 for any questions pertaining to this request for quotation.

Item	Description of Services Required	Unit Price per cwt	Quantity - Number of cwt Delivered to Santa Fe, NM on One (1) Load [e.g., 53-foot Dry Van]	Total Price
1	10-gauge black annealed stand baling wire (1018 wire meeting all related ASTM wire specifications including ASTM-A510 and ASTM A853).		440	47.75/cwt
2	Freight		440	<u>3.20 Freight</u>
3	TOTAL		440	\$50.95/cwt

All blanks on the Request for Quotation form must be completed. Incomplete quotes will not be considered.

The Agency is tax-exempt from the New Mexico 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 City of Santa Fe's Purchasing Office.

Vendors should note that availability of stock, complete product analysis and past experience of the Agency with similar or related items will be weighed in during the Agency's decision to award a quote that is most advantageous to the Agency.

Santa Fe Solid Waste Management Agency  
Buckman Road Recycling and Transfer Station  
October 2012  
10-Gauge 1018 Black Annealed Stand Baling Wire

**3.0 AWARD OF QUOTATION:**

The award of quotation will be made on **October 18, 2012** to the lowest responsible vendor who meets or exceeds all specifications as per Section 2.0.

**4.0 DELIVERY:**

The awarded vendor will be issued a purchase order identifying the quantity and awarded price. The delivery date is expected for the week of November 5, 2012 or sooner. The delivery location is the Buckman Road Recycling and Transfer Station, 2600 Buckman Road, Santa Fe, NM 87507.

**5.0 PAYMENT:**

The Agency will make every effort to process payments within thirty (30) days of receipt of a detailed invoice for the goods or services. The Agency shall make the final determination of satisfactory receipt of goods or services.

**6.0 VENDOR INFORMATION:**

"The undersigned affirms that they are duly authorized to execute this contract, that this company, corporation, firm, partnership or individual has not prepared this quote in collusion with any other vendor, and that the contents of this quote as to prices, terms or conditions of said quote have not been communicated by the undersigned nor by any employee or agent to any other person engaged in this type of business prior to the official opening of this quote."

Vendor (Company Name) ACCENT WIRE PRODUCTS


Address 10131 FM 2920

City and State TOMBALL TX 77375

Phone Number 800 521 8753 - KIM 215 723 9559 - KIM SHERIDAN  
800 383 8047 - Corp Fax Number 281 251 6600 Corp

Email Address Ksheridan@accentwire.com

Print Name KIM SHERIDAN Title SALES

Authorized Signature 



**Santa Fe Solid Waste Management Agency  
Buckman Road Recycling and Transfer Station  
October 2012  
10-Gauge 1018 Black Annealed Stand Baling Wire**

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1	10-gauge black annealed stand baling wire (1018 wire meeting all related ASTM wire specifications including ASTM-A510 and ASTM A853).	\$62.00	440	\$27,280.00
2	Freight		440	Included
3	TOTAL		440	\$27,280.00

All blanks on the Request for Quotation form must be completed. Incomplete quotes will not be considered.

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Vendor (Company Name) Dehart Recycling Equipment

Address 11862 Missouri Bottom Rd.

City and State St. Louis, MO 63042

Phone Number 314-292-8181 ext.228 Fax Number 314-292-7138

Email Address kim@dehartbaler.com

Print Name Kim Hayes Title Sales

Authorized Signature 