AGENDA

CITY CLERK'S OFFICE

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REGULAR MEETING

SANTA FE SOLID WASTE MANAGEMENT AGENCY/ JOINT POWERS BOARD

> NOVEMBER 15, 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 October 18, 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 Professional Services Agreement with Advanced Chemical Transport, Inc. of Albuquerque, NM, for Collection Services for the Household Hazardous Waste at the Buckman Road Recycling and Transfer Station for the Santa Fe Solid Waste Management Agency in the Amount of \$98,604.37 (RFP #'13/09/P).
 - (C) Request for Approval to Amend the By-Laws and Operating Procedures for the Solid Waste Advisory Committee.
 - (D) Request for Approval of Resolution 2012-___, A Resolution Determining Reasonable Notice for Public Meetings of the Santa Fe Solid Waste Management Agency.
 - (E) Request for Approval of 2013 Meeting Calendar.
 - (F) Discussion with Possible Action to Hold a Special Meeting to Discuss Options for the Vertical and Lateral Expansion Components of the Caja del Rio Landfill as Part of the Permit Renewal and Modification.

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 Legal Conference Room Santa Fe County Courthouse November 15, 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 Virginia Vigil, Chair, on Thursday, November 15, 2012, at approximately 12:00 noon, in the Legal Conference Room Santa Fe County Courthouse, 102 Grant Avenue, Santa Fe, New Mexico.

II. ROLL CALL

MEMBERS PRESENT:

Commissioner Kathy Holian Councilor Peter N. Ives Commissioner Daniel Mayfield Commissioner Virginia Vigil

MEMBERS EXCUSED:

Councilor Bill Dimas
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

Commissioner Mayfield asked to remove Item VIII(A) from Matters from the Board we are able to get the people from Los Alamos and/or Espanola in attendance.

MOTION: Councilor Ives moved, seconded by Mayfield, to approve the Agenda as amended.

VOTE: The motion was approved unanimously on a voice vote [4-0].

IV. APPROVAL OF THE MINUTES FOR REGULAR MEETING – OCTOBER 18, 2012

MOTION: Councilor Ives moved, seconded by Commissioner Mayfield, to approve the minutes of the regular meeting of October 18, 2012, as presented.

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

V. MATTERS FROM THE PUBLIC

There were no matters from the public.

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).

Mr. Kippenbrock presented information regarding this matter from his Memorandum of November 8, 2012, with attachments, to the SFSWMA Joint Powers Board, which is incorporated herewith to these minutes as Exhibit "1." Please see Exhibit "1" for specifics of this presentation.

Councilor Ives asked Mr. Kippenbrock to note for the record the other persons to whom notice was sent, noting there were others who expressed interest, but these are the only two firms which bid – explain what notice was given, so if we hear from those other persons we will have a clear record.

Mr. Kippenbrock said, "What we normally do when we issue out an RFP, we also send out [to] a list of what we feel are qualified vendors or potential vendors, and that's usually sent out on the same day of the advertisement of the RFP, so that's our first notice. Then typically, I believe for this one, it was out for at least 30 days for the submittal of the RFP. During that time we had at least two requests for information through the addendum, so they were also aware of the process

that was taking place. So there were at least 3 times that the potential vendors were aware of this RFP that's been [sent] out."

MOTION: Commissioner Mayfield moved, seconded by Councilor Ives, to approve this request.

VOTE: The motion was approved unanimously on a voice vote [4-0].

(B) REQUEST FOR APPROVAL OF PROFESSIONAL SERVICES AGREEMENT WITH ADVANCED CHEMICAL TRANSPORT, INC., OF ALBUQUERQUE, NM, FOR COLLECTION SERVICES FOR THE HOUSEHOLD HAZARDOUS WASTE AT THE BUCKMAN ROAD RECYCLING AND TRANSFER STATION FOR THE SANTA FE SOLID WASTE MANAGEMENT AGENCY IN THE AMOUNT OF \$98,604.37 (RFP #13/09/P)

Randall Kippenbrock, Executive Director, presented information regarding this matter from his Memorandum dated November 8, 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

MOTION: Councilor Ives moved, seconded by Commissioner Mayfield, to approve this request.

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

(C) 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 November 9, 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.

Mr. Kippenbrock said the next meeting of the Solid Waste Advisory Committee will be on December 5, 2012.

Councilor Ives said his question is evidenced by the quorum established today with Commissioner Holian participating telephonically. He asked, when it says participation must be "in person," does telephonic attendance constitute attendance in personal or not.

Mr. Kippenbrock said in his interpretation that it does not. He said they felt since the membership is approximately 20 people, with 11 needed for a quorum, they were hoping to deal with members in person to establish a quorum.

Councilor Ives noted his experience in working with various entities, noting telephonic participation often is necessary, especially when the members are widely distributed. He said he is happy to go along with this proposal as written, if Mr. Kippenbrock thinks this is necessary to ensure that SWAC is doing what it needs to be doing. He commented he believes this is a judgment call.

Justin Miller agreed, saying he believes it is a judgment call, not a legal call, and this is what the by-laws currently provide..

MOTION: Councilor Ives moved, seconded by Chair Vigil, to approve this request.

DISCUSSION: Responding to Commissioner Mayfield, Mr. Kippenbrock said quorums haven't been a problem for SWAC, and there was only one time early on that there wasn't a quorum, and there have been at least 11 members in attendance since that time.

VOTE: The motion was approved unanimously on a voice vote [4-0].

(D) REQUEST FOR APPROVAL OF RESOLUTION NO. 2012-1, A RESOLUTION DETERMINING REASONABLE NOTICE FOR PUBLIC MEETINGS OF THE SANTA FE SOLID WASTE MANAGEMENT AGENCY.

Randall Kippenbrock, Executive Director, presented information regarding this matter from his Memorandum dated November, 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.

Responding to the Chair, Mr. Miller said the Board can take action, and this is the number that will be assigned to the Resolution.

Mr. Kippenbrock said this is the only Resolution which has been adopted in this fiscal year.

Chair Vigil noted this Resolution should have been adopted a long ago.

Councilor Ives requested, going forward, that this Resolution be scheduled in January of each year.

MOTION: Commissioner Mayfield moved, seconded by Councilor Ives, to adopt Resolution No. 2012-1 as presented.

VOTE: The motion was approved unanimously on a voice vote [4-0].

(E) REQUEST FOR APPROVAL OF 2013 MEETING CALENDAR.

Randall Kippenbrock, Executive Director, presented information regarding this matter from his Memorandum dated November 8, 2012, 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.

Councilor Mayfield said the BDD decided to alternate its meetings between sites at the City and the County, and asked if this Board would like to consider alternating our meetings between sites at the City and County for convenience.

Chair Vigil suggested this be brought up at the next meeting when there are more members in attendance.

Councilor Ives said it is a treat to be able to come here to the County for these meetings.

Chair Vigil said this has been considered previously, and part of the problem is that the meetings are all public hearings, and the public might be confused if there isn't a consistent meeting place.

MOTION: Councilor Ives moved, seconded by Commissioner Mayfield, to approve this request

VOTE: The motion was approved unanimously on a voice vote [4-0].

(F) DISCUSSION WITH POSSIBLE ACTION TO HOLD A SPECIAL MEETING TO DISCUSS OPTIONS FOR THE VERTICAL AND LATERAL EXPANSION COMPONENTS OF THE CAJA DEL RIO LANDFILL AS PART OF THE PERMIT RENEWAL AND MODIFICATION.

Randall Kippenbrock, Executive Director, presented information regarding this matter from his Memorandum dated November 9, 2012, 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.

Councilor Ives asked how many people will be attending the meeting.

Mr. Kippenbrock said once the agenda is posted and advertised, the meeting could be well attended. He said the intent is to be very transparent in this process. He said there three options: height 1, 2 and 3. He said they plan to have a rendering of the options and justification for each option. He said the Board will select one option, and then we will hold a public meeting to get public input within a month. He said the application will then be completed, and then there will be a public meeting for public input about this issue.

Councilor Ives said the Councilors Conference Room would handle 20 people, maximum, noting it does have a draw-down screen, but if the crowd is any larger, it wouldn't be a good space.

Councilor Mayfield noted there would be more parking available if it is held at the City Council Chambers, and might encourage more public participation. He suggested holding the meetings in the evening to make it more convenient for the public.

Chair Vigil said the venue will be determined, depending on availability, commenting Mr. Kippenbrock should look at the Commission Chambers as well as the City Council Chambers.

Chair Vigil and Commissioner Holian said they are okay with holding the meetings in the evening hours.

The Board discussed various dates for the meeting. It was the consensus among the Board to tentatively schedule the meeting for Thursday, December 13 - 5:00 p.m. to 7:00 p.m., with the location to be determined, with Chair Vigil and Commissioner Mayfield indicating they will not be in attendance.

Chair Vigil asked Mr. Kippenbrock to check with the other members to be sure there will be a quorum in attendance, and to let her know prior to sending out notice on the meeting.

Commissioner Holian asked if the purpose of the meeting is just to communicate with the public.

Mr. Kippenbrock said it is also for the Board to decide which option with which to proceed.

Commissioner Mayfield questioned making a decision before the public has an opportunity to comment.

Mr. Kippenbrock said he was hoping to narrow the options at this meeting.

Chair Vigil pointed out that this will be a public hearing where the public can provide input.

Commissioner Mayfield said he would prefer to make a decision after public comment.

Chair Vigil clarified that we will hold this meeting, present options with public input and then narrow the options. She said there will be another public hearing subsequent to this one. She asked if will come back to this Board for a final decision?

Mr. Kippenbrock said, "Possible. Yes."

Chair Vigil asked if this will meet his timeline, and Mr. Kippenbrock said yes.

Commissioner Mayfield asked Mr. Kippenbrock to attend an invitation to the SWAC board to attend this meeting.

VII. MATTERS FROM STAFF

Ms. Padilla said she has nothing new, and they continue to work on increased recycling for the City.

Councilor lives noted that at last night's Council meeting, various recycling awards were presented to businesses which had participated in recycling. He said efforts to increase recycling are actively in process at the City.

Porifio Chavarria, Santa Fe Fire Department, said he has been working with Mr. Kippenbrock to draft a Joint Resolution between the City, the County and the Agency to waive tipping fees for green waste for the collaborative Forest Restoration Program grant project. He said currently, he is applying for a 4-year grant of \$360,000 with a match of \$90,000, for a total of \$450,000. He said the tipping fees would be waived on waste from projects which consists mostly of thinning for fire danger, mostly cutting pinon and juniper. The waste would be taken to the BuRRT, noting waiving the fees will give them a place to take that material. He said the maximum would be 600 tons per year agreed, which has been agreed on. He will be presenting the proposal to the Public Safety Committee at its next meeting next Tuesday.

Chair Vigil asked if it will be joint grant.

Mr. Chavarria said it would be a collaborative grant and the County definitely will be involved, noting most of the work will be done in the County, and they still are working on the particulars. He said the proposal is for the majority of the work to be done on the section known as

Nun's curve in the middle of Tesuque Canyon, just north of Hyde Park Estates and North Summit in the County's open space section. He said there will be some work in the City, but the City public lands are fairly limited and it isn't beneficial to do this to reduce fire danger on a lot of the City owned land.

Chair Vigil said the City could benefit from trimming the trees around electrical lines, and asked if there are plans to do this.

Mr. Chavarria said no. He said his original proposal was to take green waste from homeowners and transport it, and that still may be a possibility. However, the grant really wants to focus on public lands.

Councilor Ives said this subject arose at the Council last night, noting the Councilors in attendance were unanimously in support of the prospect, recognizing this is a critical program for reducing catastrophic fire danger.

Chair Vigil said she will support this, and asked if he will be coming back to this Committee for final approval. She said the City and County are both responders to any fire, especially catastrophic fire events, in the surrounding area. She is glad the City and County are working collaboratively in terms of prevention.

Mr. Chavarria said he will be back in January with a draft proposal. He said the grant application is due in February, and they would like letters of commitment and support from all parties – The City, the County and the Solid Waste Management Agency.

VIII. MATTERS FROM THE BOARD

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

This item was removed from the agenda.

IX. NEXT MEETING DATE

The next meeting will be the special meeting on December 13, 2012, 5:00 p.m. to 7:00 p.m., with the location to be determined.

X. ADJOURNMENT

There was no further business to come before the Board and the meeting was adjourned at approximately 12:40 p.m..

	APPROVED BY:
	Virginia Vigil, Chair
ATTESTED TO:	
Valerie Espinoza, Santa Fe County Clerk	
SUBMITTED BY:	a ·

Melessia Helberg, Board Stenographer

MEMORANDUM

To:

SFSWMA Joint Powers Board Members

From:

Randall Kippenbrock, P.E., Executive Director

Date:

November 8, 2012

Subject:

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).

BACKGROUND & SUMMARY:

The Agency issued Request for Proposal (RFP) No. '13/01/P on July 16, 2012, for electronic waste recycling services for the Buckman Road Recycling and Transfer Station (BuRRT). The following two firms responded to the RFP on August 17, 2012.

Electronic Recyclers International, Inc., Denver, CO Natural Evolution, Inc., Tulsa, OK

The evaluation committee evaluated the proposals on August 28, 2012. The evaluation criteria and weighted values consisted of the following: qualifications and overall technical experience (30%); capacity and capability (20%); familiarity with the Agency (20%); similar past services and accounts (10%); proposed cost (10%); e-steward certification (5%); New Mexico business (5%). The evaluation committee selected Natural Evolution.

Staff entered negotiations with Natural Evolution as per Scope of Services (Exhibit A of the Professional Services Agreement). In general, the services consist of the following:

- Transportation of packaged electronic waste collected from BuRRT
- De-manufacturing of electronic waste at the Natural Evolution facility
- Provide for proper disposal, recycling, and waste handling of all materials
- Provide for secure sanitization and/or destruction of data from storage media
- Pay the Agency \$0.02 per pound for all items collected except for CRT and LCD monitors, based on 28,000 net pounds loads
- Maintain e-Stewards certification and standards for responsible recycling and reuse of electronic equipment

Funding is not required at this time as this will be a revenue-generating agreement. As per Article 5 of the Agreement, the Agreement can be renewed annually upon approval by the Board, not to exceed four years.

Exhibit

ACTION REQUESTED:

Staff recommends approval of Professional Services Agreement with Natural Evolution, Inc., for electronic waste recycling services for the Buckman Road Recycling and Transfer Station.

Attachments: 1) Professional Services Agreement

2) RFP No. '13/01/P

M:/Memo/Memo110812.2.docx

ATTACHMENT

Professional Services Agreement

SANTA FE SOLID WASTE MANAGEMENT AGENCY PROFESSIONAL SERVICES AGREEMENT (Electronic Waste Recycling 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 Natural Evolution, Inc. (the "Contractor") for Electronic Waste Recycling Services for the Buckman Road Recycling and Transfer Station (RFP No. '13/01/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. <u>SCOPE OF SERVICES</u>

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. <u>COMPENSATION</u>

- A. Contractor agrees that by accepting this Agreement Contractor will receive no monetary compensation for the services performed in the Scope of Work hereto attached in Exhibit A.
- B. Contractor shall pay the Agency under this Agreement a rate of two cents per pound (\$0.02 per pound) for all items collected except for CRT and LCD monitors as set forth in the Scope of Work attached in Exhibit A.

4. <u>APPROPRIATIONS</u>

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 November 15, 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. 2) The parties shall fulfill all obligations incurred prior to receipt of the notice of termination, including preparation of any required final reports, collection of items, and payment for such items pursuant to Section 3 of this Agreement.

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. <u>CONFIDENTIALITY</u>

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. <u>CONFLICT OF INTEREST</u>

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 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 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.
- D. Contractor shall also carry and maintain cyber-risk liability insurance throughout the term of this Agreement to insure against certain liability arising from data destruction or loss of its customer data up to \$1,000,000 according to the specific terms of the insurance policy.

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.

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:

	Santa Fe Solio 149 Wildlife Santa Fe, NM		ent Agency		
CONTRACTOR:	Ms. Traci Phi President/CE6 Natural Evolu 5719 East 13 ^t Tulsa, OK 74	O ution, Inc. th Street		·	
IN WITNESS WHE	EREOF, the parti	ies have executed t	his Agreement on	the date set forth	below
SANTA FE SOLID MANAGEMENT A					
Virginia Vigil Chairperson		Date:			
ATTEST:					
Valerie Espinosa Santa Fe County Cl	erk				
CONTRACTOR:			•		
Tracie Phillips President/CEO Natural Evolution,	Inc.	Date:			
APPROVED AS TO	O FORM:				
Justin W. Miller Agency Attorney		Date:			

Mr. Randall Kippenbrock, P.E. Executive Director

AGENCY:

EXHIBIT A

Scope of Work for Natural Evolution, Inc.

Natural Evolution, Inc.



An Electronics Recycling Company

SCOPE OF WORK

Natural Evolution, Inc. (NEI) has defined a number of core business processes that were designed to efficiently and effectively meet customer expectations while minimizing impacts to the environment and protecting worker health and safety. NEI's core business is to Provide Recycling Services to our clients in the most efficient, effective way while minimizing the carbon footprint from beginning to end and process with a Zero landfill, & Zero international dumping & Zero Prison Labor Commitment.

The purpose of this scope of work is to summarize the recycling services, financial obligations, operating methodologies, insurance requirements and third party certifications.

Recycling Services

Natural Evolution will recycle all equipment received from BURRT according to our Environmental Health & Safety Policy as outlined below. NEI will coordinate with BURRT personnel for all transportation scheduling equirements and any updates that are relevant to recycling and processing of collected equipment.

5701 East 13th Street Tulsa, OK 74112
918-836-2995 Fax 918-836-2995
www.naturalevolution.com
E-steward/R2/ISO14001/MBE/WBE/DBE/HUBZONE/TERO Certified



Environmental, Health and Safety Policy

Antikarong Kayday Conputy

Natural Evolution inc. (NEI) is committed to provide electronics recycling services to our clients in the most efficient, effective way while minimizing the carbon footprint from beginning to end and process the stream with a Zero landfill. Zero international dumping & Zero Prison Labor commitment.

- NEI is committed to continual improvement.
 - NEI is committed to the prevention of pollution and prevention of injury and ill health.
 - NET is committed to comply with applicable legal and other requirements relative to environmental and occupational health and safety aspects of our business:
 - NEI is committed to providing a framework for setting and reviewing environmental, health and safety objectives and targets.
 - NEI is committed to communicate the policy to all persons working for or on behalf of the organization and to the public.
 - NEI is committed to managing used and end of life electronic equipment based on a reuse, refurbishment, recovery, disposal hierarchy, including both onsite and downstream materials management, throughout the recycling chain.
 - NEI is accountable for hazardous electronic waste and focus materials throughout the recycling chain to final disposition.
 - NEI prohibits the export of hazardous electronic waste and focus materials throughout the recycling chain in violation of the Basel Convention, Basel Amendments, OECD decisions and the laws of the Importing, exporting and transiting countries.
 - NEI is committed to social accountability values including the prohibition of child and prison labor.
 - NEI is committed to educating our customers with regard to data security and privacy requirements and ensuring secure data destruction of their material.

Traci Phillips President 4/12/12

4 2 EHS Policy - Rev C doc Effective Date: 4/12/12

Page 1 of 1

918-836-2995 Fax 918-836-2995 <u>www.naturalevolution.com</u> E-steward/R2/ISO14001/MBE/WBE/DBE/HUBZONE/TERO Certified



Below is List of E-waste items acceptable and not acceptable by NEI

ACCEPTABLE ITEMS

Computers

Plotters

Peripherals

Telephones

Telecommunication

Phone Systems

Security equipment

Medical equipment

UPS Systems

Cell phones

VCRs

Radios

Telephones

Non-PCB Ballast

Monitors

Printers

Fax Machines

Copiers

Microwaves

Scanners

Stereo Equipment

Small household appliances, (Toasters, Irons, Coffee Pots, etc.)

Capacitors

Keyboards

Mouse

Lead Acid Batteries

Re-Chargeable Batteries

ITEMS NOT ACCEPTED AT THIS TIME

Refrigerators, air conditioners, light bulbs, smoke alarms, alkaline batteries, items with a gasoline source, radioactive devices or devices/equipment with bio-hazard contaminates

5701 East 13th Street Tulsa, OK 74112 918-836-2995 Fax 918-836-2995 <u>www.naturalevolution.com</u> E-steward/R2/ISO14001/MBE/WBE/DBE/HUBZONE/TERO Certified



Processing & Operational Methodologies

NEI operates according to our Environmental Health & Safety Policy as well as compliance to the E-Steward and R2 Standards. NEI will notify SFSWMA &/or BURRT personnel of any major changes to either the E-Steward or R2 Standards as well as any major non-compliances after NEI's annual audit if & when should they ever be found.

Financial Obligation

BuRRT consistently achieves high load volumes for electronics. Because of the discipline that the employees at BuRRT have when receiving and preparing electronics for shipping NEI can pay the following.

NEI will pay .02 per pound for all items collected except for CRT Monitors and LCD Monitors on loads that are 28,000 Net pounds and greater &/or on a per pallet equivalent weight (1150#). Payment will be issued within 30 days of load receipt.

NEI will also pay for outgoing transportation costs.

Summary of Insurance/Liability Coverage

General Liability Coverage - \$2,000,000 - Travelers

Commercial Automobile - \$1,000,000 - Travelers

Cyber Liability Insurance – Travelers - Natural Evolution, Inc. ("NEI") has a third party Cyber Risk Insurance Policy insuring against certain liability arising from data destruction or loss of its customer's data up to \$1,000,000 according to the specific terms of an insurance policy.

Workers Compensation & Employers Liability - \$1,000,000 - Hartford

5701 East 13th Street Tulsa, OK 74112 918-836-2995 Fax 918-836-2995 <u>www.naturalevolution.com</u> E-steward/R2/ISO14001/MBE/WBE/DBE/HUBZONE/TERO Certified

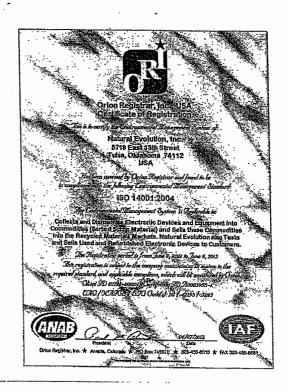


Certifications

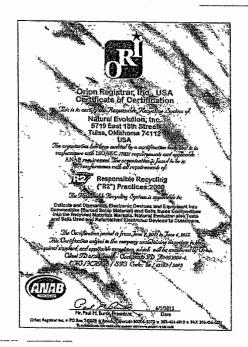
E-Steward Certification

ISO14001:2004 Certification





R2 Certification



5701 East 13th Street Tulsa, OK 74112 918-836-2995 Fax 918-836-2995 www.naturalevolution.com

E-steward/R2/ISO14001/MBE/WBE/DBE/HUBZONE/TERO Certified





BUSINESSOWNERS COVERAGE PART DECLARATIONS

BUSINESS PAC

POLICY NO: 1-680-4501R706-ACJ-12 ISSUE DATE: 06-04-12

INSURING COMPANY:

TRAVELERS CASUALTY INSURANCE COMPANY OF AMERICA

POLICY PERIOD:

From 07-01-12 to 07-01-13 12:01 A.M. Standard Time at Your mailing address.

FORM OF BUSINESS: CORPORATION

COVERAGES AND LIMITS OF INSURANCE. Insurance applies only to an item for which a "limit" or the word "included" is shown.

COMMERCIAL GENERAL LIABILITY COVERAGE

OGCURRENCE FORM	LIMITS C	F INSURANCE
General Aggregate (except Products-Completed Operations Limit		2,000,000
Products-Completed Operations Aggregate Limit	\$	2,000,000
Personal and Advertising Injury Limit	\$	1,000,000
Each Occurrence Limit	\$	1,000,000
Damage to Premises Rented to You	\$	300,000
Medical Payments Limit (any one person)	\$	5,000

BUSINESSOWNERS PROPERTY COVERAGE

DEDUCTIBLE AMOUNT:

Businessowners Property Coverage:

500 per occurrence.

Building Glass:

\$ 500 per occurrence.

BUSINESS INCOME/EXTRA EXPENSE LIMIT:

Actual loss for 12 consecutive months

Period of Restoration-Time Period:

Immediately

ADDITIONAL GOVERAGE:

Fine Arts:

\$

25,000

Other additional coverages apply and may be changed by an endonsement. Please read the policy.

SPECIAL PROVISIONS:

COMMERCIAL GENERAL LIABILITY COVERAGE IS SUBJECT TO A GENERAL AGGREGATE LIMIT

MP T0 01 02 05 (Page 1 of 02)

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INFORMATION PAGE

ÑEC WORKERS COMPENSATION AND EMPLOYERS LIABILITY POLICY

INSURER: SENTINEL INSURANCE COMPANY, LIMITED

HARTFORD PLAZA, HARTFORD, CONNECTICUT 06115

NCCI Company Number:

13161

Company Code: A



Suffix

LARS RENEWAL

POLICY NUMBER:

Previous Policy Number:

38 WEC ZS6275 38 WEC 256275

HOUSING CODE: SC

1. Named Insured and Mailing Address: NATURAL EVOLUTION; INC. (No., Street, Town, State, Zip Gode)-

FEIN Number: 522387395

5719 E, 13TH ST. TULSA, OK 74112

State Identification Number(s):

UIN:

The Named Insured is: CORPORATION

Business of Named Insured: COMPUTER REFURBISH AND RESALE

Other workplaces not shown above: 5719 E. 13TH ST.

TULSA

74112 OΚ

2. Policy Period:

THE THE PERSON OF THE PERSON O

From 11/17/11

11/17/12 To

12:01 a.m., Standard time at the insured's mailing address.

Producer's Name:

WILCOX & MCGRATH INSURANCE

5591 SOUTH LEWIS

TULSA, OK 74105

Producer's Code: 380322

Issuing Office:

THE HARTFORD

3600 WISEMAN BLVD.

SAN ANTONIO

(800) 447-7649

TX 78251

Total Estimated Annual Premium:

Deposit Premium:

\$2,905

Policy Minimum Premium:

\$900 OK (INCLUDES INCREASED LIMIT MIN, PREM.)

Audit Period: ANNUAL

Installment Term:

The policy is not binding unless countersigned by our authorized representative:

Countersigned by

Authorized Representative

Form WC 00 00 01 A

(1) Printed in U.S.A.

Process Date: 09/24/11

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Page 1 (Continued on next page) Policy Expiration Date: 11/17/12

ORIGINAL





POLICYANOAMSTABUE

Travelers Casualty and Surety Company of America Hartford, Connecticut

(A Stock Insurance Company, herein called the Company)

THE THIRD PARTY LIABILITY INSURING AGREEMENTS ARE WRITTEN ON A CLAIMS-MADE BASIS. THE THIRD PARTY LIABILITY INSURING AGREEMENTS COVER ONLY CLAIMS FIRST MADE AGAINST INSUREDS DURING THE POLICY PERIOD. THE LIMIT OF LIABILITY AVAILABLE TO PAY SETTLEMENTS OR JUDGMENTS WILL BE REDUCED BY DEFENSE EXPENSES, AND DEFENSE EXPENSES WILL BE APPLIED AGAINST THE RETENTION. THE COMPANY HAS NO DUTY TO DEFEND ANY CLAIM UNLESS DUTY-TO-DEFEND COVERAGE HAS BEEN SPECIFICALLY PROVIDED HEREIN.

ITEM 1	NAMED INSURED:
	NATURAL EVOLUTION, INC
	D/B/A:
	Principal Address:
	5719 E 13TH STREET TULSA, OK 74112
ITEM 2	POLICY PERIOD:
	Inception Date: April 04, 2012 Expiration Date: April 04, 2013 12:01 A.M. standard time both dates at the Principal Address stated in ITEM 1.
ITEM 3	ALL NOTICES OF CLAIM OR LOSS MUST BE SENT TO THE COMPANY BY EMAIL, FACSIMILE, OR MAIL AS SET FORTH BELOW:
	Email:bfpclaims@travelers.com FAX:(888) 460-6622
	Mail:Travelers Bond & Financial Products Claim 385 Washington St. – Mail Code 9275-NB03F St Paul, MN 55102
ITEM 4	COVERAGE INCLUDED AS OF THE INCEPTION DATE IN ITEM 2:
	Third Party Liability Insuring Agreements
	Network and Information Security Liability
	Communications and Media Liability
	Regulatory Defense Expenses
	First Party Insuring Agreements
	Crisis Management Event Expenses
	Security Breach Remediation and Notification Expenses
	Computer Program and Electronic Data Restoration Expenses

	⊠ ⊠ ⊠ Only	Computer Fraud Funds Transfer Fraud E-Commerce Extortion Business Interruption and the Insurance Agreements r	d Additional Expenses narked with "⊠" is included in thi	s policy.
ITEM 5	Third Party Liability Insuring Agreements			eements
		Network and Information Security Limit of Liability	\$1,000,000	for each Claim
	В,	Communications and Media Limit of Liability	\$1,000,000	for each Claim
-	C,	Regulatory Defense Expenses Limit of Liability	\$500 <u>,</u> 000	for each Regulatory Claim
	Ret	ention:	\$10,000	for each Claim under Insuring Agreement A.
			\$10,000	for each Claim under Insuring Agreement B.
		·	\$10,000	for each Regulatory Claim under Insuring Agreement C
			First Party Insuring Agreem	ents
			Limit of Insurance	Retention
	D.	Crisis Management Event Expenses	\$250,000 for each Single First Party Insured Event	\$10,000 for each Single First Party Insured Event
	E.	Security Breach Remediation and Notification Expenses	\$250,000 for each Single First Party Insured Event	\$10,000 for each Single First Party Insured Event
	F.	Computer Program and Electronic Data Restoration Expenses	\$250,000 for each Single First Party Insured Event	\$10,000 for each Single First Party Insured Event
	G.	Computer Fraud	\$250,000 for each Single First Party Insured Event	\$10,000 for each Single First Party Insured Event
	Н.	Funds Transfer Fraud	\$250,000 for each Single First Party Insured Event	\$10,000 for each Single First Party Insured Event
	I.	E-Commerce Extortion	\$250,000 for each Single First Party Insured Event	\$10,000 for each Single First Party Insured Event
	J.	Business Interruption and Additional Expenses	d \$100,000 for each Single First Party Insured Event	
	in		nce, such Insuring Agreement an	Agreement above, or if no amount is d any other reference thereto is deemed
	С	yberRisk Policy Aggregate	Limit: \$1,000,000	
		he CyberRisk Policy Agg greements.	regate Limit for each Policy	Period is applicable to all Insuring

	Prior and Pending Proceeding Date: April 04, 2012
	Retroactive Date: April 04, 2012
	Continuity Date: April 04, 2012
	Waiting Period (hours): With respect to Insuring Agreement J. 24
	Walting Period (nodis). Will respect to insuling Agreement 3, 24
İLEW 6	PREMIUM FOR THE POLICY PERIOD:
	\$2,020.00 Policy Premium
	N/A Annual Installment Premium
ITEM 7	TYPE OF CLAIM DEFENSE:
	☐ Reimbursement
	☑ Duty-tö-Defend
	Only the type of CLAIM DEFENSE marked "⊠" is included in this policy.
ITEM 8	EXTENDED REPORTING PERIOD:
	Additional Premium Percentage: 75 %
	Additional Months: 12
	(If exercised in accordance with section IV. CONDITIONS APPLICABLE TO ALL INSURING AGREEMENTS, T. 2. Extended Reporting Period)
ITEM 9	RUN-OFF EXTENDED REPORTING PERIOD:
	Additional Premium Percentage: Not Applicable
	Additional Months: Not Applicable
	(If exercised in accordance with section IV. CONDITIONS APPLICABLE TO ALL INSURING AGREEMENTS, S. CHANGE OF CONTROL)
ITEM 10	FORMS AND ENDORSEMENTS ATTACHED AT ISSUANCE:
	CYB-3001-0710; CYB-4028-0311; CYB-7006-0710; ACF-7007-0811

THE DECLARATIONS, THE APPLICATION, THE CYBERRISK POLICY, AND ANY ENDORSEMENTS ATTACHED THERETO, CONSTITUTE THE ENTIRE AGREEMENT BETWEEN THE COMPANY, THE ENTITY NAMED IN ITEM 1 OF THE DECLARATIONS, AND ANY INSURED.

Countersigned By

IN WITNESS WHEREOF, the Company has caused this policy to be signed by its authorized officers.



Thomas M. Kunhil

Executive Vice President

Wendy C. Shy

Corporate Secretary

ATTACHMENT

RFP No. '13/01/P

CITY OF SANTA FE SANTA FE SOLID WASTE MANAGEMENT AGENCY

"REQUEST FOR PROPOSALS"

ELECTRONIC WASTE RECYCLING SERVICES FOR THE BUCKMAN ROAD RECYCLING AND TRANSFER STATION

RFP No. '13/01/P

PROPOSAL DUE:

AUGUST 17, 2012 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. '13/01/P

Competitive sealed proposals will be received by the City of Santa Fe Purchasing Office, 2651 Siringo Road, Building H, Santa Fe, New Mexico 87505 until 2:00 P.M. local prevailing time on, Friday, August 17, 2012. Any proposal received after this deadline will not be considered. This proposal is for the purpose of procuring professional services for the following:

ELECTRONIC WASTE RECYCLING SERVICES FOR THE BUCKMAN ROAD RECYCLING AND TRANSFER STATION

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 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 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 Mike Smith, Santa Fe Solid Waste Management Agency, 149 Wildlife Way, Santa Fe, NM 87506. Telephone number is (505) 424-1850, ext. 410. 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 11, 2012

To be published on: July 16, 2012

Received by the Albuquerque Journal Newspaper on: July 11, 2012

To be published on: July 16, 2012

PROPOSAL SCHEDULE

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

	EVENT	DATE
1.	Advertisement	July 16, 2012
2.	Issuance of RFP'S:	July 16, 2012
6.	Deadline to Submit Additional Questions	August 10, 2011 at 2:00 p.m. Local Prevailing Time
7.	Response to Written Questions and any RFP Addendum	August 14, 2012
8.	Receipt of Proposals:	August 17, 2012 at 2:00 p.m. Local Prevailing Time City of Santa Fe Purchasing Office 2651 Siringo Road, Building H Santa Fe, New Mexico 87505
9.	Evaluation of Proposals:	August 28, 2012
10.	Interviews:	September 4, 2012
11.	Selection:	September 4, 2012
12.	Negotiations:	September 5, 2012
13.	Recommendation of Award to Joint Powers Board:	September 20, 2012

INFORMATION FOR OFFERORS

RECEIPT OF PROPOSALS

The Santa Fe Solid Waste Management Agency (herein called "Agency"), invites Offerors to submit one original and five (5) copies of their proposal. Proposals will be received by the Purchasing Office, until 2:00 p.m. local prevailing time, August 17, 2012.

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

Proposal number:

RFP No. '13/01/P

Title of the proposal:

Electronic Waste Recycling Services 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 firm may withdraw a proposal within 90 days after the actual date of the opening thereof.

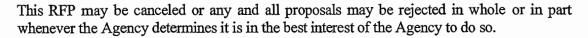
2. COPIES OF REQUEST OF PROPOSALS

A complete set of the RFP may be obtained from the City of Santa Fe, Purchasing Office, 2651 Siringo Road, Building H, Santa Fe, New Mexico 87505. A complete set of the RFP shall be used in preparing proposals. The Agency assumes no responsibility for errors or misinterpretations resulting from the use of an incomplete RFP. The Agency in making copies of RFP does so only for the purpose of obtaining proposals for this service 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.

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.



4. 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.

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, Building 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 10, 2012.

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 14, 2012. 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.

6. 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.

7. 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.

8. PROPOSAL EVALUATION

The evaluation of proposals will be awarded based on qualified proposals as per enclosed rating system and at the discretion and consideration of the governing body of the Agency. The Evaluation Committee may interview the top three rated Offerors, however; contracts may be awarded without such interviews. At its discretion the Agency reserves the right to alter the membership or size of the selection committee. The Agency also reserves the right to change the number of firms interviewed.

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.

10. CONTRACT AWARD

The Agency anticipates awarding the contract during the regular scheduled Joint Powers Board meeting on September 20, 2012; 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.

11. 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).

12. 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.

13. 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.

14. AGENCY RIGHTS

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

15. 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.

16. 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.

17. 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.

18. 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 B). 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.

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. City: means the City of Santa Fe.
- 5. Consultant or Contractor: means the successful Offeror who enters into a binding contract/agreement.
- 6. Contract/Agreement: means a written professional services agreement for the procurement of items of tangible personal property or services.
- 7. **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).
- **8. Evaluation Committee:** means a body appointed by the Agency to perform the evaluation of proposals.
- 9. 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.
- 10. Joint Powers Board (JPB): means the governing body for the Santa Fe Solid Waste Management Agency.
- 11. Offeror: any person, corporation, or partnership legally licensed to provide professional services in New Mexico who submits a proposal in response to this Request for Proposals.
- 12. Purchasing Office: means the City of Santa Fe Purchasing Office.
- 13. Purchasing Officer: means the person or designee authorized by the Agency to manage or administer a procurement requiring the evaluation of proposals.
- 14. 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).
- 15. Responsible Offeror or Proposer: means an Offeror who submits a responsive proposal and who has furnished, when required, information and data to prove that the proposer's financial resources, production or service facilities, personnel, service reputation and

- experience are adequate to make satisfactory delivery of the services described in the proposal (Section 13-1-83 NMSA 1978).
- 16. 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).
- 17. 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.
- 18. The terms can, may, should, preferably, or prefers identify a desirable or discretionary item or factor.

SPÉCIAL 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.

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.

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 subcontractors 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.

SCOPE OF SERVICES

BACKGROUND AND SUMMARY

The Santa Fe Solid Waste Management Agency (Agency) is requesting proposals from experienced firms to provide electronic waste recycling services at the Buckman Road Recycling and Transfer Station.

The Buckman Road and Recycling Transfer Station (BuRRT), opened in 1997, occupies an area of approximately 16 acres and contains a transfer station, materials recovery facility (MRF), recycling drop-off convenience center, and a green waste area permitted through the New Mexico Environment Department for a transfer station/MRF.

In order to encourage proper recycling and avoid unauthorized or improper disposal in the garbage, on the ground, or in a manner which creates a health or environmental hazard, the Agency considers E-waste recycling as a basic service that it provides for Santa Fe residents. The Agency began holding annual electronics recycling collection events as early as 2001 when BuRRT was only a transfer station. Annual collection events continued through 2007 until the Agency began accepting E-waste from Santa Fe residents on an ongoing and permanent basis, seven days per week.

Since 2008, the Agency has shipped out the following volumes of E-waste:

\triangleright	2008 - 102 tons
>	2009 - 96 tons
>	2010 - 69 tons
A	2011- 61 tons

2. CURRENT SCOPE OF WORK

E-waste includes, but is not limited to, central processing units (CPU), computer monitors, computer peripherals, televisions, consumer electronics containing circuit boards, stereos, video cassette recorders, digital clocks, CD/DVD players, telephones, cell phones, printers, scanners, copiers, fax machines, pagers, pocket personal computers, personal digital assistants, MP3 players, computer parts and accessories, keyboards, mice, and small appliances.

After accepting the E-waste from residents, Agency staff packages the E-waste on pallets. Packaging includes strategically placing E-waste on a pallet and shrink-wrapping the pallets in such a manner as to make them safe for transport in a fully enclosed van trailer. The Agency prefers to ship E-waste in this manner in order to optimize reuse opportunities for the wood pallets that are otherwise received as trash at BuRRT. It also helps facilitate safe staging of the E-waste in the building. Some E-waste, such as cords and cell phones are contained in Gaylord boxes or a similar container.

The Agency accumulates a full load of palletized E-waste and sets up shipment with a contractor. A full load is considered to be enough pallets as to constitute a full 53-foot van trailer, which equates to about twenty-eight (28) pallets. On occasion, when the contractor has a less-than-trailer-load pickup in the area, the vendor will allow the Agency to piggyback onto that load and ship less-than-full-load quantities. Either service option is acceptable, as the Agency has enough storage capacity in the facility to stage full load quantities without negatively affecting operations.

QUALIFICATIONS AND REQUIREMENTS

The Offeror shall provide the following information to ensure that responsible end-of-life management practices are in place:

- 1. Documentation that the Offeror is a certified E-Steward recycler.
- 2. List of E-waste items acceptable and not acceptable by the Offeror.
- Documentation that the Offeror does not export E-waste outside of the United States or to a
 destination that is commonly held to be a point of transfer for export purposes as a point of
 final disposition.
- 4. Written procedures outlining the processes the Offeror uses (e.g., sorting, shredding, what activities are conducted on-site, who receives the materials or products after initial processing).
- 5. Description of processing methods for CRT and/or flat panel monitors.
- 6. Methodologies that the Offeror uses to wipe and/or destroy data from storage media.
- Documentation for what percentage of E-waste is recycled and what percentage is disposed
 of through either landfilling or incineration.
- 8. List of vendors that will receive component parts, commodities, and materials recovered from the E-waste collected at BuRRT.
- 9. List of any environmental or safety violations (citations, fines, notices of violation, consent orders, etc.) or any filings of environmental damage insurance claims in the last five years, with a corresponding explanation.
- The Offeror shall comply with all Federal, State, and/or local statutes and regulations, and laws.
- 11. The Offeror shall ensure the integrity of the entire recycling chain, including downstream intermediaries and recovery operations such as smelters. The Offeror shall not do business with a company that is not in complete compliance with all applicable environmental regulations.
- 12. Within 30 days of shipping, the Offeror shall provide the Agency with a certificate of recycling.

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, Building H, Santa Fe, New Mexico 87505 by 2:00 p.m. local prevailing time on August 17, 2012. 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:

- Letter of Transmittal.
- Acknowledge receipt of any and all amendments to this RFP.
- Provide the following for each sub-consultant (if needed):
 - o Name, address, and telephone number.
 - o State the qualifications.
 - o Describe the role of the sub-consultant in the provision of the services.
- Oualifications as demonstrated by experience. Document relevant expertise, qualifications and experience via similar accounts/services. Demonstrated expertise must include services with characteristics substantially similar to the proposed services.
- Capacity and capability to perform the work.
- Proximity to or familiarity with the Agency.
- Proposed cost.
- E-Steward certification and other relevant certifications.
- 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 A).

Within each section of their proposal, Offerors should address the items in the order in which they appear in this RFP. Each section 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.

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. '13/01/P

Robert Rodarte, City of Santa Fe Purchasing Director or Representative Mike Smith, SFSWMA - BuRRT Site Manager Randy Watkins, SFSWMA - Caja Del Rio Landfill Manager Olivar Barela, Santa Fe County Solid Waste Manager or Representative Cindy Padilla, City of Santa Fe Environmental Services Division Director or Representative

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

POINTS AVAILABLE

1,000

1. Qualifications and Overall Technical Expertise 300 2. Capacity and Capability 200 3. Familiarity with the Agency 200 4. Similar Past Services and Accounts 100 5. Proposed Cost 100 6. E-Steward Certification 50 7. New Mexico Business 50

EVALUATION CRITERIA

Total Maximum Allowable Points

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. 13/01/P

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Criteria	Weighted Value	Evaluation Pts. 1-2-3-4-5 6-7-8-9-10	Total	Max Score
Qualifications and Overall Technical Expertise	30% -			300
Capacity & Capability	20%			200
Familiarity with the Agency	20%			200
Similar Past Services and Accounts	10%			100
Proposed Cost	10%	-		100
E-Steward Certification	5%			50
New Mexico Business	5%			50
		Total		1,000
The Agency reserves the option in the above evaluation.	to contact further	references at its discretion	, the results of wh	iich may be reflect
Company Name		·		
	w:(Please	e mark appropriate field) .	

APPENDIX A

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 Officials: Board Members of the Santa Fe Solid Waste Management Agency's Joint Powers Board - Santa Fe Councilors Chris Rivera, Peter Ives, and Bill Dimas; Santa Fe County Commissioners Kathy Holian, Daniel "Danny" Mayfield, and Virginia Vigil.

DISCLOSURE OF CONTRIBUTION	MS.		
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)	<u></u>		_
Signature	Date		•
Title (position)			
	OR-	_	
NO CONTRIBUTIONS IN THE (\$250) WERE MADE to an applic			
Signature		Date	

APPENDIX B Living Wage Ordinance



Living Wage Ordinance

Ordinance Number (28-1: 28-1:12 SFCC 1987

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Notes thanked Remarkes and Penalties - The comedies provided in this section are not exclusive, and nothing in this tallows that prestude my yerson from seeking any other remedies, penalties, or relief provided by law.

Berting and Publications

The first strategy of the provisions of this ordinance shall as a condition to obtaining and holding a city of Santa Te complicate the relative special and display relative to complicate to its business Borne or registration on the business port. But a packet, in Washington Special the tree business is in complicate with the provisions of this took and post the test of the relate to comply with this section shall be constrained a violation of this test and in the provision of the business is an expension, or termination of the business is an expension.

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APPENDIX C
Sample Contract

SANTA FE SOLID WASTE MANAGEMENT AGENCY PROFESSIONAL SERVICES AGREEMENT (Electronic Waste Recycling 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 ______ (the "Contractor") for Electronic Waste Recycling Services for the Buckman Road Recycling and Transfer Station (RFP No. '13/01/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 , 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. <u>AMENDMENT</u>

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 Agreen	nent on the date set	forth below.
SANTA FE SOLID WASTE MANAGEMENT AGENCY:			
^			
Virginia Vigil	Date:		
Chairperson			
ATTEST:	•		
		•	•
Valerie Espinosa Santa Fe County Clerk			
CONTRACTOR:			
	Date:		
APPROVED AS TO FORM:		• .	
fut did	7/9/12		
Justin W. Miller Agency Attorney	Date:		

MEMORANDUM

To:

SFSWMA Joint Powers Board Members

From:

Randall Kippenbrock, P.E., Executive Director (RUX

Date:

November 8, 2012

Subject:

Request for Approval of Professional Services Agreement with Advanced Chemical Transport, Inc. of Albuquerque, NM, for Collection Services for the Household Hazardous Waste at the Buckman Road Recycling and Transfer Station for the Santa Fe Solid Waste Management Agency in the Amount of

\$98,604.37 (RFP No. '13/09/P).

BACKGROUND & SUMMARY:

The Agency issued a Request for Proposal (RFP) No. '13/09/P on September 19, 2012, for collection services for the Household Hazardous Waste (HHW) at the Buckman Road Recycling and Transfer Station (BuRRT). The following was the only firm that responded to the RFP on October 12, 2012:

Advanced Chemical Transport, Inc. (ACT), Albuquerque, NM.

The evaluation committee evaluated ACT's proposal on October 19, 2012. The evaluation criteria and weighted values consisted of the following: responsiveness and completeness (15%); qualifications (15%); staff (15%); experience (15%); technical expertise (15%); customer service (10%); cost evaluation (15%). With no other firms offering proposals, the evaluation committee determined that ACT's proposal was responsive to the RFP, and they are qualified to perform the scope of services listed in the RFP.

ACT, formerly known as Rinchem Company, Inc., has provided professional services for HHW at BuRRT. Furthermore, the firm has conducted the last two annual HHW collection events at BuRRT.

Staff entered negotiations with ACT as per Scope of Services (Exhibit A of the Professional Services Agreement) on October 29, 2012. In general, the services consist of the following:

- Regulatory training for Agency staff
- On-call service for the identification and characterization of unknown HHW
- Handling and transportation of HHW for final designation (e.g., recycling, incineration, and disposal)
- Supplies
- Handling conditionally exempt small quality generators (CESQG) that are small business generators; and

• HHW collection events, if requested by the Agency

ACT will provide HHW collection services for total not-to-exceed amount of \$98,604.37, inclusive of NM gross receipts tax. As per Article 5 of the Agreement, the Agreement can be renewed annually upon approval by the Board, not to exceed four years.

Funding is available in line item 52501.510300 - Professional Contracts.

ACTION REQUESTED:

Staff recommends approval of Professional Services Agreement with Advanced Chemical Transport, Inc., for the collection services for the household hazardous waste at the Buckman Road Recycling and Transfer Station for the Santa Fe Solid Waste Management Agency in the amount of \$98,604.37.

Attachments: 1) Professional Services Agreement

2) RFP No. '13/09/P

M:/Memo/Memo110812.4.docx

ATTACHMENT

Professional Services Agreement

SANTA FE SOLID WASTE MANAGEMENT AGENCY

PROFESSIONAL SERVICES AGREEMENT

(HHW Collection 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 Advanced Chemical Transport, Inc., Albuquerque, NM (the "Contractor") for the collection services of household hazardous waste at the Buckman Road Recycling and Transfer Station (RFP No. '13/09/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. <u>STANDARDS OF PERFORMANCE; LICENSES</u>

- 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. <u>COMPENSATION</u>

A. The Agency shall pay to Contractor in full payment for services rendered, including applicable gross receipts taxes, a sum not to exceed Ninety –Eight Thousand Six Hundred Four Dollars and Thirty-Seven Cents (\$98,604.37).

- 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 November 15, 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.

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 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 also obtain 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 maintain sufficient professional liability insurance throughout the term of this Agreement to cover no less than \$1,000,000 per occurrence.

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. <u>NEW MEXICO TORT CLAIMS ACT</u>

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. <u>AMENDMENT</u>

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

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: Advanced Chemical Transport, Inc.

6137 Edith Blvd, NE

Albuquerque, NM 87107

	thic Agreement	on the date set forth
IN WITNESS WHEREOF, the parties have	e executed this Agreement	
below.	•	
polow.		
SANTA FE SOLID WASTE		
MANAGEMENT AGENCY:		
MAINACEMENT	: • . ‡ .	
Virginia Vigil	Date:	
Virginia vigii		
Chairperson		
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•	:	
ATTEST:		
		•
		;
	•	·
Valerie Espinosa	•	
Santa Fe County Clerk	,	
CONTRACTOR:		
		•
	Date:	
Polly Wagner	Date.	
Account Manager		
Advanced Chemical Transport, Inc.		
APPROVED AS TO FORM:		
·	D-to:	
Justin W. Miller	Date:	
Agency Attorney		

EXHIBIT A

Advanced Chemical Transport, Inc.

Scope of Work
(Tasks 1 through 6)
for
Collection Services
for
Hazardous Household Waste
at the
Buckman Road Recycling and Transfer Station

RFP No. '13/09/P



November 7, 2012

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

Re:

Request for Purchase Order for RFP #13/09/P - Professional Services for Household Hazardous Waste at the Buckman Road Recycling and Transfer Station.

Dear Mr. Kippenbrock:

Advanced Chemical Transport, Inc. is pleased to present this Request for Purchase Order for Household Hazardous Waste Professional Services at the Buckman Road Recycling Transfer Station. The Purchase Order will include the following:

- Task 1 Regulatory Training
- Task 2 On-Call Services
- Task 3 Disposal and Transportation
- Task 4 Supplies
- Task 5 Conditionally Exempt Small Quantity Generator Service
- Task 6 HHW Collection Event

These proposal documents have been prepared based on communications with your office. They are organized as follows for insertion into your standard contract form:

- Exhibit A Scope of Work
- Exhibit B Cost Proposal
- Exhibit C Fee Schedule

Table 1 presents a summary of the Tasks needed to fulfill the requirements of the RFP.

Table 1 - Summary of Tasks for Request for Purchase Order

Task	Task Name
#	
1	Regulatory Training
2	On Call Service
3	Disposal
4	Supplies
5	Conditionally Exempt Small Quantity Generator Plan
6	HHW Collection Event



Table 2 presents the proposed cost of each task to be included in this Purchasing Order Request.

Table 2 - Proposed Cost for Each Task with Remaining Balance

Task #	Task Name	Proposed Price
1	Regulatory Training	\$ 1,940.94
	On Call Service	
2	(Qualified Chemists/Consulting)	\$ 5,625.56
3	Disposal	\$ 59,137.98
4	Supplies	\$ 31,899.89
	Conditionally Exempt Small Quantity Generator Plan (Small Business	
ļ	Generator will be responsible for their	
5	own costs)	\$ 0.00
	HHW Collection Events (estimate of	
6	250 residents	\$ 0.00
Total	Total Price	\$98,604.37

We look forward to assisting the Agency with continued support services of the new HHW Collection Center at the Buckman Recycling and Transfer Station. If there is any additional information needed, please feel free to contact me at 505-349-5220.

Sincerely;

Polly J Wagner

Polly J Wagner Account Manager Advanced Chemical Transport, Inc.

City of Santa Fe Santa Fe Solid Waste Management Agency

Professional Services For Household Hazardous Waste At the Buckman Road Recycling and Transfer Station For Santa Fe Solid Waste Management Agency

- Task 1 Regulatory Training
- Task 2 On-Call Services
- Task 3 Disposal
- Task 4 Supplies
- Task 5 Conditionally Exempt Small Quantity Generator Plan
- Task 6 HHW Collection Events

Submitted by



6137 Edith Blvd. NE
Albuquerque, NM 87107
505-349-5220
Email: pwagner@advancedchemical.net

November 7, 2012

EXHIBIT A – PROPOSED SCOPE OF WORK FOR:

- Task 1 Regulatory Training
- Task 2 On Call Services
- Task 3 Disposal
- Task 4 Supplies
- Task 5 Conditionally Exempt Small Quantity Generator Plan
- **Task 6 HHW Collection Events**

EXHIBIT A: PROPOSED SCOPE OF WORK

Task 1: Proposed Scope for Regulatory Training

In reference to the regulatory training required in the RFP, Advanced Chemical Transport (ACT) will be able to provide the required training through a qualified training subcontractor. The following classes will be provided, please see attached cost proposal for cost.

• 24 Hour HAZ-WOPER OSHA 29 CFR 1910.120

- o This course covers 24 hours of instruction, required by 29 CFR 1910.120(e) (3), OSHA's Hazardous Waste and Emergency Response training standard. This course is designed for workers on site only occasionally for a specific limited task and who are unlikely to be exposed over permissible exposure limits and published limits OR workers regularly on site who work in areas which have been monitored and fully characterized indicating that exposures are under permissible exposure limits and published exposure limits, where respirators are not necessary, there are no health hazards or the possibility of an emergency developing.
- This class will be needed by any agency worker that plans on handling, bulking and packaging the HHW received by residents.
- o Annual 8 hour refresher will be required.
- DOT Hazardous Materials 49 CFR 172
 - o The Department of Transportation (49 CFR 172.704) makes training mandatory for almost anyone who handles hazardous materials, regardless of the amount. This affects employees who select or fill hazardous materials packages, label containers, complete shipping papers, load or unload vehicles, transload hazardous materials, or operate vehicles used in the transport of hazardous materials.
 - This class will be needed by any agency worker that plans on signing the disposal waste manifests.
 - o 3 day class for initial training with an 8 hour refresher required every 3 years.
- HHW Technician Awareness Training
 - This is a HHW specific training created by ACT to cover very specific HHW topics, such as segregation, proper packaging, and proper labeling.
 - This class will be needed by any agency worker that plans on handling the HHW, such as unloading cars. Any task beyond unloading cars will be required to have the 24 Hour Haz-WOPER OSHA class.
- FEMA website offers FREE Introduction to Haz-Mat and Introduction to Household Hazardous Waste Online Training.
- Additional Training can be offered by ACT upon decision of Agency for further training, at which time, cost would be provided.

It is understood by ACT that the Agency may go direct to a qualified Environmental Training Company for the training required.

Task 2: Proposed Scope for On Call Services

On occasion the agency staff at the Facility may run across materials that are beyond the scope of what the agency would want their staff to handle or manage. In this type of situation, ACT would be able to

provide an as needed qualified chemist or hazardous materials technician to assist the agency in the identification and the proper handling, packaging, and storage of these types of waste.

Laboratory analysis of unknown HHW materials is rarely required. In those unique situations where additional analysis of an unknown is needed, ACT is well-equipped to identify the waste through basic field testing called fingerprinting.

The fingerprinting techniques routinely used include flash point, pH, color and appearance classification. These tests can result in significant cost reductions.

In the rare case that samples and outside analytical is required on a waste, ACT Technicians are trained and experienced in collecting hazardous waste and environmental samples. The sample preparation, collection and preservation is performed in compliance with applicable laws and regulations including EPA's SW-846, various sections of EPA 40 CFR, and all applicable TSDF profiling needs. A quote would be provided to the Agency for any additional analytical for a case by case approval. Any additional analytical will not be completed by ACT until the quote is approved by the Agency.

Analytical laboratory services will be provided through, but not necessarily limited to the following local laboratory:

Hall Environmental Analysis Laboratory 4901 Hawkins NE Albuquerque, NM 87109 (505) 345-3975

ACT would need at least 24 hour notice by the Agency to schedule the chemist or technician to come to the Facility to assist.

Task 3 - Disposal

ACT (formerly Rinchem Company) has invested much time and energy into creating an efficient and customer-friendly approach to the management of household hazardous waste. Rinchem, now ACT, has owned a Part B permit for its Albuquerque waste management operation since 1988 and the facility is currently permitted under Part B regulations. Although ACT currently restricts waste management functions under this permit to fuels bulking and waste storage, the permit has improved our ability to effectively manage wastes for our customers. Our TSDF operations under the permit provides for flexibility in waste storage in order to "build" cost-effective loads for transport to partner TSDFs and enables our facility personnel to store and bulk-ship waste meeting the criteria for fuels substitution disposal, ultimately reducing disposal costs for the generator.

To offer the Agency several pre-qualified disposal options, enhance reliability and minimize cost, ACT currently partners with many of the major Treatment, Storage and Disposal Facilities (TSDFs). ACT proposes to maintain our excellent partner relationships with a number of TSDFs for the Agency's HHW disposal and recycling requirements.

ACT will accept the following household hazardous waste: Household cleaners, paints, solvents, flammable products, pesticides, herbicides, fertilizers, auto fluids, auto and household batteries, glues, cements, pool chemicals, fluorescent bulbs, mercury thermostats/thermometers, propane cylinders and aerosol cans.

ACT will not accept the following items: Commercial waste (other than what is agreed on with Agency in regard to CESQG waste, industrial waste, medical waste, and helium tanks, compressed gas cylinders(other than propane), radioactive materials, ammunition, explosives, pharmaceutical medicines and Asbestos.

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ACT will manage the Agency's HHW by the preferred methods of disposal or recycling. Our first option is to determine whether the material can be recycled, such as oil and batteries. Second option will be to recycle/reuse the material such as paint for fuel blending and energy recovery. Next option would be to neutralize such as corrosive liquids, then incineration, which would be pesticides. Last option preferred by the Agency is landfill. It is understood by ACT that the Agency may choose to handle some of the waste materials themselves that could reduce the cost to the Agency. These items may include but not limited to: batteries, non-regulated items or empty containers.

Task 4 - Supplies

ACT will assist the Agency in understanding the supply needs for the operation of the Facility (at least 1 year). ACT will be able to provide these supplies per the attached cost proposal or it is also understood that the Agency may purchase the supplies directly from the supplier to reduce the cost to the Agency.

Task 5 - Conditionally Exempt Small Quantity Generator Plan

ACT can confirm that it can and will adhere to all terms, statements and expectations documented by the Agency regarding Conditionally Exempt Small Quantity Generator (CESQG) Waste. It is understood that ACT will work jointly with the Agency to satisfy this service while dealing with the CESQG independently for payment. This CESQG plan will include the following:

- 1. Allow qualifying businesses and generators to make appointments through a hotline for a coordinated pick-up between ACT and the Generator of CESQG waste.
- 2. Request that each Facility user fill out a Survey and/or Certification form if they are a CESQG.
- 3. Provide each CESQG with a copy of the certification form for the types and amounts of waste that have been accepted.
- 4. Provide a minimum availability of at least one day monthly for conditionally exempt generators to bring their waste to the Facility. ACT understands that they may use the Facility for receiving and packaging the waste from the generator but must provide labor and supplies.
- 5. ACT will work out the fees associated with the generator and not charge the Agency for any costs associated with CESQG.

Task 6 - Household Hazardous Waste Collection Events

ACT can confirm that it can and will adhere to all terms, statements and expectations documented by the Agency in RFP #13/09/P under Section 4 on starting on Page 15.

EXHIBIT B – COST PROPOSAL FOR TASKS:

- Task 1 Regulatory Training
- Task 2 On-Call Services
- Task 3 Disposal
- Task 4 Supplies
- Task 5 Conditionally Exempt Small Quantity Generator Plan (There will be no cost to the Agency for Task 3 CESQG Services; the generator will pay ACT for these services.)
 - **Task 6 HHW Collection Events**



Address: 149 Wildlife Way

Santa Fe, NM 87506-8342

ttention: Randall Kippenbrock and Mike

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Scope Of Work

ask 1: To provide regulatory training for the employees of the HHW Collection Center at BuRTT.

Please note the cost below is for the training that is estimated to be needed for the time between November 1, 2012 and october 31, 2013.

Price									
Category	Item	Comments	Cost	Units	Amount		Extended		
FUNG	24 HOUR OSHA HAZ-WOPER TRAINING - INITIAL		\$ 642.00	PERSON	Ö	\$	-		
RAINING	8 HOUR OSHA HAZ-WOPER ANNUAL REFRESHER TRAINING		\$ 183.00	PERSON	10	\$	1,830.00		
RAINING	DOT HAZARDOUS MATERIALS - INITIAL		\$ 669.00	PERSON	0	\$	-		
RAINING	8 HOUR REFRESHER (EVERY 3 YEARS)		\$ 200.00	PERSON	0	\$	-		
RAINING	HHW TECHNICIAN		\$ 175.00	PERSON	0	\$	-		
RAINING	HHW INTRO TO HAZOMAT	ON FEMA WEBSITE	\$ -	PERSON	0 .	\$	·		

 Subtotal
 \$ 1,830.00

 Tax
 \$ 110.94

 Total
 \$ 1,940.94





Address: 149 Wildlife Way

Santa Fe, NM 87506-8342

Attention: Randall Kippenbrock and Mike

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Scope Of Work

Fask 2: To provide on-call services for HHW Collection Center at BuRTT.

Please note that this is not to exceed what is listed below between November 1, 2012 thru October 31, 2013.

		Price				
Category	Item	Comments	Cost	Units	Amount	Extended
ABOR	HAZMAT TECHNICIAN	REGULAR	\$ 45.00	HOUR	40	\$ 1,800.00
.ABOR	HAZMAT TECHNICIAN-OT	OVERTIME (OVER 8 HOURS OR WEEKENDS)	\$ 68.00	HOUR	1	\$ 6e:00
.ABOR	PROJECT MANAGER/CHEMIST	REGULAR	\$ 64.00	HOUR	40	\$ 2,560.00
.ABOR	PROJECT MANAGER/CHEMIST- OT	OVERTIME (OVER 8 HOURS OR WEEKENDS)	\$ 96.00	HOUR	1	\$ 96.00.
EQUIPMENT	COMPANY PICK-UP	TRAVEL TO SANTA FE	\$ 78.00	DAY	10	\$ 780.00
					Subtotal	\$ 5,304.00
					Tax	\$ 321.56
					Total	\$ 5,625.56



Address: 149 Wildlife Way

Santa Fe, NM 87506-8342

Attention: Randall Kippenbrock and Mike

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Scope Of Work

ask 3: To provide disposal of the Household Hazardous Waste at the HHW Collection Center at BuRTT. This is a one rear estimate of quantity.

	Price										
Category	Item	Comments	Cost		Units	Amount		Extended			
DISPOSAL	CORROSIVE ACIDS	PER POUND	\$	1.91	LB	1	\$	1.91			
)IS-OSAL	CORROSIVE ACIDS	MINIMUM (55 GALLON DRUM)	\$	227.00	DRUM	16	\$	3,632.00			
DISPOSAL	CORROSIVE BASES	PER POUND	\$	1.91	LB ·	1 ·	\$	1.91			
DISPOSAL	CORROSIVE BASES	MINIMUM (55 GALLON DRUM)	\$	227.00	DRUM	16	\$	3,632.00			
DISPOSAL	AEROSOLS	PER POUND	\$	0.85	LB	3150	\$	2,677.50			
DISPOSAL	AEROSOLS	MINIMUM (CUBIC YARD BOX)	\$	551.00	СҮВ	2	\$	1,102.00			
DISPOSAL	ADHESIVES/RESINS	55 GALLON DRUM	\$	180.00	DRUM	1	\$	180.00			
DISPOSAL	ALKALINE BATTERIES	PER POUND (25 LB MINIMUM)	\$	0.79	LB	75	\$	59.25			
DISPOSAL	FERTILIZERS	PER POUND	\$	2.90	LB	1	\$	2.90			
DISPOSAL	FERTILIZERS	MINIMUM (55 GALLON DRUM)	\$	160.00	DRUM	20	\$	3,200.00			
DISPOSAL	FLAMMABLE LIQUIDS/PAINT	BULKED 55 GALLON DRUMS	\$	120.00	DRUM	133	\$	15,960.00			
DISPOSAL	FLAMMABLE/TOXIC LIQUID	PER POUND	\$	1.97	LB	1	\$	1.97			
)')SAL	FLAMMABLE/TOXIC LIQUID	MINIMUM (55 GALLON DRUM)	\$	227.00	DRUM	16	\$	3,632.00			
DISPOSAL	FLUORESCENT LIGHT TUBES	PER FOOT	\$	0.12	FT	75	\$	9.00			

DISPOSAL	CIRCULAR/U-TUBE LAMPS	· PER LAMP	\$ 0.76	LAMP	75	\$ 57.00
DISPOSAL	HID LAMPS	PER LAMP	\$ 1.65	LAMP	75	\$ 15
DISPOSAL	LEAD ACID BATTERIES - VEHICLE	PER POUND	\$ -	LB	6500	\$ -
DISPOSAL	LITHIUM BATTERIES	PER POUND(25 LB MINIMUM)	\$ 2.10	LB	75	\$ 157.50
DISPOSAL	NICKEL CADMIUM BATTERIES	PER POUND(15 LB MINIMUM)	\$ 0.90	LB .	75	\$ 67.50
DISPOSAL	MIXED BATTERIES	PER POUND(25 LB MINIMUM)	\$ 10.30	LB	75	\$ 772.50
DISPOSAL	MERCURY CONTAINING ARTICLES	5 GALLON PAIL	\$ 280.00	PAIL	3	\$ 840.00
DISPOSAL	MERCURY COMPOUNDS	5 GALLON PAIL	\$ 321.00	PAIL	1	\$ 321.00
DISPOSAL	NON-RCRA SOLIDS	CUBIC YARD BOX	\$ 330.00	СҮВ	1	\$ 330.00
DISPOSAL	ORGANIC PEROXIDE	5 GALLON PAIL	\$ 250.00	PAIL	3	\$ 750:00
DISPOSAL	OXIDIZER - SOLID	PER POUND	\$ 2.90	LB	1	\$ 2.90
DISPOSAL	OXIDIZER - SOLID	MINIMUM (20 GALLON DRUM)	\$ 105.00	DRUM	5	\$ 525.00
DISPOSAL	OXIDIZER - LIQUID	PER POUND	\$ 2.90	LB	1	\$ ~~ <u>~</u> 0
DISPOSAL	OXIDIZER - LIQUID	20 GALLON DRUM	\$ 120.00	DRUM	5	\$ 600.00
DISPOSAL	PCB LIQUIDS	55 GALLON DRUM	\$ 617.00	DRUM	1	\$ 617.00
DISPOSAL	PCB BALLASTS	20 GALLON DRUM	\$ 87.00	DRUM	1	\$ 87.00
DISPOSAL	TOXIC SOLIDS	PER POUND	\$ 1.91	LB	1	\$ 1.91
DISPOSAL	TOXIC SOLIDS	MINIMUM (55 GALLON DRUM)	\$ 227.00	DRUM	16	\$ 3,632.00
DISPOSAL	TOXIC LIQUIDS	PER POUND	\$ 1.91	LB	1	\$ 1.91
DISPOSAL	TOXIC LIQUIDS	MINIMUM (55 GALLON DRUM)	\$ 227.00	DRUM	1	\$ 227.00
DISPOSAL	REACTIVE LABPPACKS	PER POUND	\$ 5.36	LB	1	\$ 5.36
DISPOSAL	REACTIVE LABPPACKS	MINIMUM (5 GALLON PAIL)	\$ 241.00	PAIL	3	\$ 723.00
DISPOSAL	USED OIL	55 GALLON DRUM	\$ 120.00	DRUM	8	\$ 960.00
DISPOSAL	USED OIL	275 GALLON TOTE	\$ 550.00	TOTE	8	\$ 4,400.00
DISPOSAL	SMALL BBQ PROPANE CYLINDERS	EACH CYLINDER	\$ 15.00	CYL	50	\$)0
DISPOSAL	LARGE BBQ PROPANE CYCLINDERS	EACH CYLINDER	\$ 50.00	CYL	15	\$ 750.00

DISPOSAL	FIRE EXTINGUISHER		\$	80.00	EACH	17	\$ 1,360.00
) JSAL	MISCELLANEOUS CYLINDERS	PRICING WILL BE CASE BY CASE	\$	-	CBC	0	\$ -
DISPOSAL	SPECIALTY ITEMS	PRICING WILL BE CASE BY CASE	\$	-	CBC	0	\$ -
*RANSPORTATION	PICK=UP FEE	EACH PICK-UP	\$	600.00		6	\$ 3,600.00
			<u> </u>			Subtotal	\$ 55,757.67
•					•	Tax	\$ 3,380.31
						Total	\$ 59,137.98





Address: 149 Wildlife Way

Santa Fe, NM 87506-8342

Attention: Randall Kippenbrock and Mike

Smith

Scope Of Work

Task 1: To provide supplies and containers as needed for the operation of the HHW Collection Center located at BuRTT. This is a one year estimate of quantity.

		Price				
Category	Item	Comments	Cost	Units	Amount	Extended
SUPPLIES	275 GALLON POLY TOTE		\$ 275.00	TOTE	8	\$ 2,200.00
SUPPLIES	55 GALLON OPEN TOP RECONDITIONED DRUM		\$ 65.00	DRUM	133	\$ 8,645.00
SUPPLIES	55 GALLON OPEN TOP POLY DRUM		\$ 120.00	DRUM	84	\$ 10,080.00
SUPPLIES	30 GALLON OPEN TOP DRUM		\$ 99.50	DRUM	7	\$ 696.50
SUPPLIES	20 GALLON OPEN TOP DRUM		\$ 90.00	DRUM	10	\$ 900.00
SUPPLIES	5 GALLON OPEN TOP PAIL		\$ 20.00	PAIL	16	\$ 320.00
SUPPLIES	4 FOOT LIGHT BULB BOXES		\$ 5.00	вох	6	\$ 30.00
SUPPLIES	8 FOOT LIGHT BULB BOXES		\$ 10.00	вох	3	\$ 30.00
SUPPLIES	CUBIC YARD BOXES W/LINER		\$ 100.00	вох	8	\$ 800.00
SUPPLIES	EXTRA CUBIC YARD BOX LINERS		\$ 15.00	EACH	3	\$ 45.00
SUPPLIES	85 GALLON STEEL OVERPACK DRUMS		\$ 395.00	DRUM	3	\$ 1,185.00
SUPPLIES	95 GALLON POLY OVERPACK DRUMS		\$ 240.00	DRUM	3	\$ 720.00
SUPPLIES	6 MIL ROLL OF PLASTIC		\$ 175.00	ROLL	2	\$ ()°
SUPPLIES	VERMICULITE		\$ 27.00	BAG	75	\$ 2,025.00

UPPLIES	FLOOR DRY		\$ 17.00	BAG	50	\$ 850.00
L ZIES - PPE	LEVEL D WITH TYVEC SMOCK, BOOTS, GLOVES, GLASSES	PER DAY	\$ 50.00	EACH	16	\$ 800.00
UPPLIES - PPE	LEVEL C WITH CPF1 OR CPF2	CASE BY CASE OF WHICH TYPE	\$ 50.00	EACH	8	\$ 400.00
			 		Subtotal	\$ 30,076.50
				•	Tax	\$ 1,823.39
					Total	\$ 31,899.89



Address: 149 Wildlife Way

Santa Fe, NM 87506-8342

Attention: Randall Kippenbrock and Mike

3mith

Scope Of Work

Fask 1: In the event that the services are needed for a household hazardous waste collection event. The prices are isted for any future event that may or may not happen.

-		Price				
Category	Item	Comments	Cost	Units	Amount	Extended
_ABOR/DISPOSAL/	HHW RESIDENT	PER VEHICLE PRICE	\$ 61.00	VEHICLE	0	\$0.00
EQUIPMENT	MOBILIZATION/ DEMOBILIZATION	TO SANTA FE	\$ 3,000.00	EVENT	0	\$0.00
					Subtotal	\$0.00
					Tax	\$0.00
					Total	\$0.00

EXHIBIT C – FEE SCHEDULE

ADVANCED CHEMICAL TRANSPORT, INC. – FEE SCHEDULE Effective November 1, 2012 – October 31, 2013

		<u>Rate (\$)</u>
•	Project Manager	\$64.00/hour
•	Project Manager – Overtime (over 8 hours)	\$96.00/hour
•	Field Chemist	\$64.00/hour
•	Field Chemist - Overtime (over 8 hours)	\$96.00/hour
•	Hazmat Technician	\$45.00/hour
•	Hazmat Technician - Overtime (over 8 hours)	\$68.00/hour
•	Company Pick-up	\$78.00/day

- 1. The rates are effective through October 31, 2013. Work performed thereafter is subject to a new fee schedule issued for the new period beginning September, 1 2013.
- 2. Invoices will be prepared monthly for any work completed in a calendar month. Advanced Chemical Transport's, Inc. payment terms are Net 30 days.

EXHIBIT D – INSURANCE CERTIFICATE AND CITY OF SANTA FE BUSINESS LICENSE



CERTIFICATE OF LIABILITY INSURANCE

ADVAN-2

OP ID: MLA

DATE (MM/DD/YYYY)

10/10/12

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZE REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER ISU Massie & Beck Ins. Serv. License #0B29340 P.O. Box 1272 Lafayette, CA 94549-1272 Dean Sigmundson		925-283-5750 925-283-5751	60 CONTACT Julie Rector PHONE [A/C, No, Ext): 925-283-5750 FAX [A/C, No, Ext): 925-283-5751 E-MAIL ADDRESS: Julie@isumassie.com				
			INSURER(S) AFFORDING C	NAIC#			
			INSURER A: Nautilus Insurance Co.		17370		
INSURED	Advanced Chemical Transport, Inc. 1210 Elko Drive Sunnyvale, CA 94089		INSURER B: Great Divide Insurance	25224			
			INSURER C:				
			INSURER D:				
		_	INSURER E:				
		_	INSURER F:				

COVERAGES CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE		SUBR		POLICY EFF (MM/DD/YYYY)	POLICY EXP	LIMIT	s	
	GENERAL LIABILITY						EACH OCCURRENCE	\$	1,000,000
Α	X COMMERCIAL GENERAL LIABILITY	X		ECP01529532-11	04/18/12	04/18/13	DAMAGE TO RENTED PREMISES (Ea occurrence)	\$	100,000
	CLAIMS-MADE X OCCUR						MED EXP (Any one person)	\$	5,000
	X Pollution Liab.	ŀ		PROFESSIONAL LIABILITY			PERSONAL & ADV INJURY	\$	1,000,000
	X Professional Liab			RETRO DATE: 4/18/00			GENERAL AGGREGATE	\$	2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						PRODUCTS - COMP/OP AGG	\$	2,000,000
	POLICY X PRO- JECT LOC							\$	
	AUTOMOBILE LIABILITY					:	COMBINED SINGLE LIMIT (Ea accident)	\$	1,00
В	X ANY AUTO			BAP1529529-11	04/18/12	04/18/13	BODILY INJURY (Per person)	\$	
	ALL OWNED SCHEDULED AUTOS		!				BODILY INJURY (Per accident)	\$.	
	X HIRED AUTOS X NON-OWNED AUTOS		İ				PROPERTY DAMAGE (Per accident)	\$	
	X \$2000 Coll X & Comp Ded		<u> </u>					\$	
	UMBRELLA LIAB X OCCUR						EACH OCCURRENCE	\$	10,000,000
A	X EXCESS LIAB CLAIMS-MADE		l	FFX1529531-11	04/18/12	04/18/13	AGGREGATE	\$	10,000,000
	DED RETENTION\$				<u> </u>			\$	
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY		İ		1		WC STATU- OTH- TORY LIMITS ER		
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED?	NIA	į			:	E.L. EACH ACCIDENT	\$	
-	(Mandatory in NH) If yes, describe under		:				E.L. DISEASE - EA EMPLOYEE	\$	
	DESCRIPTION OF OPERATIONS below		<u> </u>				E.L. DISEASE - POLICY LIMIT	\$	
В	Auto Physical Dam.		i	BAP1529529-11	04/18/12	04/18/13	Coll&Comp		\$2,000 Ded.

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
Re: Named Insured's Operations only. Santa Fe Solid Waste Management Agency is included as Additional Insured with respect to General Liability.

CERTIFICATE HOLDER		CANCELLATION
Santa Fe Solid Waste Management Agency	SANTAFE	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED ACCORDANCE WITH THE POLICY PROVISIONS.
149 Wildlife Way Santa Fe, NM 87506	1	Dan Signer



City of Santa Fe, New Mexico BUSINESS LICENSE

Official Document Please Post

Business Name: ADVANCED CHEMICAL TRANSPORT IN

Location: SF COUNTY

Class: BUSINESS LOCATED OUT OF CITY LIMITS

Comment:

Control Number: 0062303

License Number: 12-00116699

Issue Date October 12, 2012

Expiration Date December 31, 2012

ADVANCED CHEMICAL TRANSPORT IN 6137 EDITH BLVD NE

ALBUQUERQUE NM 87107

THIS IS NOT A CONSTRUCTION PERMIT OR SIGN PERMIT. APPROPRIATE PERMITS MUST BE OBTAINED FROM THE CITY OF SANTA FE BUILDING PERMIT BIVISION PRIOR TO COMMENCEMENT OF ANY CONSTRUCTION OR THE INSTALLATION OF ANY EXTERIOR SIGN.

THIS REGISTRATION/LICENSE IS NOT TRANSFERABLE TO OTHER BUSINESSES OR PREMISES.

Santa Fe NM, 87504

ATTACHMENT

RFP No. '13/09/P

CITY OF SANTA FE SANTA FE SOLID WASTE MANAGEMENT AGENCY

"REQUEST FOR PROPOSALS"

Professional Services

for

Household Hazardous Waste

at the

Buckman Road Recycling and Transfer Station

for

Santa Fe Solid Waste Management Agency

RFP #<u>'13/09/P</u>

PROPOSAL DUE:

October 12, 2012 2:00 P.M. PURCHASING OFFICE CITY OF SANTA FE 2651 SIRINGO ROAD, BUILDING "H" SANTA FE, NEW MEXICO 87505

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REQUEST FOR PROPOSALS

PROPOSAL NUMBER '13/09/P

Proposals will be received by the City of Santa Fe and shall be delivered to 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, October 12, 2012. Any proposal received after this deadline will not be considered. This proposal is for the purpose of procuring professional services for the following:

Professional Services
for
Household Hazardous Waste
at the
Buckman Road Recycling and Transfer Station
for
Santa Fe Solid Waste Management Agency

The Proposer'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 proposal throughout, and they will be deemed to be included in the proposal document the same as though herein written out in full.

The Santa Fe Solid Waste Management 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 Proposer will be required to conform to the Equal Opportunity Employment regulations.

Proposals may be held for sixty (90) days subject to action by the Agency. The Agency reserves the right to reject any or all proposals in part or in whole. Proposal 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.

Robert Rodarte, Purchasing Officer

Received by the Santa Fe New Mexican Newspaper on: 09/13/12 To be published on: 09/19/12

Received by the Albuquerque Journal Newspaper on: 09/13/12 To be published on: 09/19/12

PROPOSAL SCHEDULE

RFP # '13/09/P

Advertisement September 19, 2012 1. 2. Issuance of RFP'S: September 19, 2012 3. Pre-Proposal Meeting: October 1, 2012 @ 2:00 p.m. 4. Receipt of proposals: October 12, 2012 at 2:00 p.m. Local prevailing time. Purchasing Office 2651 Siringo Road Bldg., "H" Santa Fe, New Mexico 87505 (505) 955-5711 Evaluation of proposals: October 19, 2012 4. 5. Interviews: October 26, 2012 6. Selection: October 26, 2012 7. Negotiations: October 29, 2012 8. Recommendation of award November 15, 2012

DATES OF CONSIDERATION BY AGENCY AND JOINT POWERS BOARD ARE TENTATIVE AND SUBJECT TO CHANGE WITHOUT NOTICE.

to Joint Powers Board:

A pre-proposal meeting will be held at 2:00 p.m. MDT, October 1, 2012, at the Conference Room of the Buckman Road Recycling and Transfer Station, 2600 Buckman Road, Santa Fe, NM 87507. Representatives of the Agency will be available 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 Proposers. It is the sole responsibility of each Proposer 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.

INFORMATION FOR PROPOSERS

1. RECEIPT OF PROPOSALS

The Santa Fe Solid Waste Management Agency (herein called "Agency"), invites firms to submit six (6) copies of the proposal. Proposals will be received by the Purchasing Office, until 2:00 p.m. local prevailing time, October 12, 2012.

The packets shall be submitted and addressed to the Purchasing Office at 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 envelope should clearly indicate the following information:

Proposal number:

'13/09/P

Title of the proposal:

Professional Services for

Household Hazardous Waste at the

Buckman Road Recycling and Transfer Station for

Santa Fe Solid Waste Management Agency

Name and address of the Proposer:

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

2. PREPARATION OF PROPOSAL

Vendors 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.

This request for proposal 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.

3. ADDENDA AND INTERPRETATIONS

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 (5) days prior to the date set for the receiving of proposals.

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 delivered to all prospective firms not later than three days prior to the date fixed for the receipt of the proposals. Failure of any proposing firm to receive any such addenda or interpretations shall not relieve such firm from any obligation under their proposal as submitted. All addenda so issued shall become part of the contract documents.

The Agency reserves the right to not comply with these time frames if a critical addendum is required or if the proposal deadline needs to be extended due to a critical reason in the best interest of the Agency.

4. LAWS AND REGULATIONS

The proposing firm'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 Request for Proposals shall apply to the contract throughout. They will be deemed to be included in the contract the same as though written out in full.

METHOD OF AWARD

The proposal is to be awarded based on qualified proposals as per the enclosed rating system and at the discretion and consideration of the governing body of the Agency. The selection committee may interview the top three rated Proposers; however, contracts may be awarded without such interviews. At its discretion the Agency reserves the right to alter the membership or size of the selection committee. The Agency reserves the right to change the number of firms interviewed.

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

A copy of the City of Santa Fe Ordinance No. 2003-8, passed by the Santa Fe City Council on February 26, 2003, is attached. The Proposer or bidder will be required to submit the proposal or bid such that it complies with the ordinance to the extent applicable. The recommended Contractor 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.

7. PROTESTS AND RESOLUTIONS PROCEDURES

Any Proposer, offeror, or Contractor who is aggrieved in connection with a procurement 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. Requirements regarding protests and resolution of protests are available from the Purchasing Office upon request.

SPECIAL CONDITIONS

1. **GENERAL**

When the City's Purchasing Officer issues a purchase order document in response to the vendor'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 vendor, except as expressly authorized in writing by the City Purchasing Officer's Office. No such consent shall relieve the vendor 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 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 vendor's control, and then only to the extent specified elsewhere in the contract documents.

4. <u>DISCOUNTS</u>

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 City Purchasing Officer 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 vendor'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 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. <u>DEFAULT</u>

The Agency reserves the right to cancel all or any part of this order without cost to the Agency if the vendor fails to meet the provisions for this order, and except as otherwise provided herein, to hold the vendor liable for any excess cost occasioned by the Agency due to the vendor's default. The vendor 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 vendor and these causes have been made known to the Agency in written form within five working days of the vendor 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 vendor 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 City of Santa Fe bid or proposal, the vendor agrees to comply with Presidential Executive Order No. 11246 as amended.

10. NON-COLLUSION

In signing this bid or proposal, the vendor certifies they have not, either directly or indirectly, entered into action in restraint of full competition in connection with this bid or proposal submittal to the City of Santa Fe.

GENERAL DESCRIPTION OF SERVICES

The Santa Fe Solid Waste Management Agency (the Agency) is soliciting proposals from private industry to select a "Contractor" to provide training and support services necessary to operate a new, permanent household hazardous waste (HHW) Collection Center at the Buckman Road Recycling and Transfer Station (BuRRT). This will include, but not be limited to, providing the necessary resources needed to: confer with Agency staff about project objectives; consult and work cooperatively with the Agency; comply with all permits; meet the requirements of the operations manuals for the HHW Collection Center; collect, process, transport, and dispose of collected waste materials; along with other tasks as detailed in this request for proposals.

The Agency is also seeking costs for additional optional services. These optional services would be holding collection events and accepting conditionally exempt small quantity generator (CESQG) waste and creating and maintaining an appointment system for those customers.

PROPOSED SCOPE OF WORK

1. BACKGROUND

The Agency was established in 1995 by a Joint Powers Agreement between the City of Santa Fe and the County of Santa Fe, New Mexico. This agreement created the Agency to manage the Caja del Rio Landfill. In 2003, the Agency's powers were expanded to provide additional services, including developing a Material Recovery Facility (MRF) at the old City Transfer Station, which produced the Buckman Road Recycling & Transfer Station (BuRRT).

From 2001 to 2011, the Agency, acting with support from the City and County, has held annual household hazardous waste collection events at BuRRT each April. These one-day events have served as many as 946 customers (2006) and have collected as much as 22,370 gallons of waste (2008). The cost for these events has typically been divided between the City, the County, and the Agency. The Agency has also provided staff, advertising, and other in kind services for these events. A summary table with available information on HHW collection events is shown below:

Year	Waste Collected		Participants
2004	1,7403	gallons*	809
2005	21,056	gallons	N/A
2006	22,243	gallons	946
2007	15,592	gallons	N/A
2008	22,370	gallons	686
2009	70,553	pounds	719
2011	71,376	pounds	627

More information concerning the Agency's HHW programs can be found on the Agency's website (http://www.sfswma.org/2012/08/hhwevents/), including a breakdown of the waste collected by type.

The Agency opened its permanent HHW Collection Center on September 14, 2012, to efficiently and effectively manage the HHW generated by the residents of the City of Santa Fe and Santa Fe County and to provide a higher level of service to its constituents.

2. PROGRAM OVERVIEW

The Agency has contracted with a private contractor to assist with the start-up of the HHW Collection Center. The Agency will need to contract with a private contractor to provide support service for facility operations after the start-up. This will include

materials receiving, scheduling appointments, waste identification, packing, storage, transportation, treatment, and disposal.

The Agency is operating the HHW Collection Center two days per week – Fridays and Saturdays. The Agency reserves the right to increase or decrease hours and days of operation to respond to the needs of the community.

The HHW Collection Center will accept drop-offs from residential households for a nominal charge. The HHW Collection Center will accept HHW material from residents during regular hours of operation, which is 8:00 a.m. to 4:45 p.m. The Agency reserves the right to increase or decrease the operating hours of the facility based on customer demand.

2.1 Additional Services Option: Collection Events

The Agency is considering operating collection events. These collection events may be located at the HHW Collection Center or off-site throughout the City of Santa Fe and the County of Santa Fe. These events will be held to supplement permanent HHW Collection Center operations and increase the reach and collection of HHW throughout the area. The Agency holds the exclusive right to determine the number and location of these collection events. Waste collected at all of off-site events will be transported to the HHW Collection Center. After being delivered to the HHW Collection Center, waste from off-site events will be handled in the same manner as other waste collected at the HHW Collection Center.

2.2 Additional Services Option: Conditionally Exempt Small Quantity Generator Waste

The Agency is also considering providing services to receive waste from conditionally exempt small quantity generators (CESQGs). If CESQG waste is accepted, the Contractor will be responsible for the CESQG program. These responsibilities will include establishing an appointment system for CESQGs, receiving waste from CESQGs, recording and packing all CESQG waste, and transporting all CESQG waste to a treatment, storage, or disposal facility. To help pay for this program, the Contractor may charge CESQGs a fee for this service. The Contractor would have access to the HHW Collection Center for this operation.

3. PROGRAM DESCRIPTION

3.1 Program Scope

The scope of work to be performed under the contract will include the following provisions as well as any others agreed to during contract negotiations.

3.2 Agency's Responsibilities

The Agency has built a permanent HHW Collection Center. The HHW Collection Center will be used to receive, store, process, pack, and/or ship material, as necessary. To attend to the HHW operations, the Agency will provide HHW handlers. The selected Contractor will provide support services related to operating the HHW Collection Center and assist in training Agency staff. At least one Agency assigned HHW handler will be present during all hours the HHW Collection Center is in operation, and his/her responsibilities will include the following:

- Receiving HHW material as it is delivered, and rejecting unacceptable material.
- Inspecting the containers in which HHW is delivered in for cracks or leaks.
- Examining labels of received material and determining if the labels are accurate.
- Segregating waste by type after it is received.
- Bulking used motor oil and antifreeze.
- Operating a fluorescent lamp crusher.

The Agency will provide:

- HHW collection center.
- Forklift.
- Fluorescent lamp crusher.

In addition, the Agency, the County, and the City will provide educational and promotional material regarding the facility, which may include material to be distributed to participants at the HHW Collection Center.

Figure 1 illustrates the layout of the HHW Collection Center.

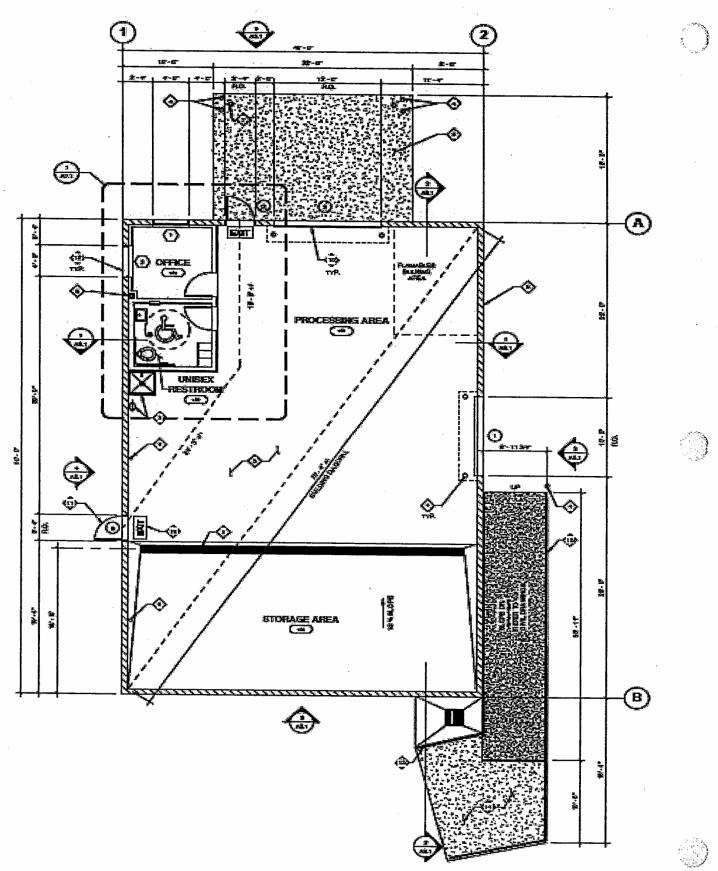


Figure 1. HHW Collection Center Layout.

3.3 Contractor's Responsibilities

The Contractor will be responsible for providing training for Agency staff and support services for HHW operations.

A. General Program Management:

- Meet with Agency staff, as needed, to prepare an annual work plan and to handle other Program details.
- Establish and maintain a recordkeeping system.
- Establish waste handling protocols and management methods.
- Conduct periodic program evaluation with the Agency.
- Ensure that subcontractors are adequately insured.
- Ensure that all permit requirements are met, including any limitations on waste accumulation.
- Have up-to-date knowledge of, and comply with, all federal, state and local laws, rules, regulations and ordinances applicable to handling, transportation and storage of hazardous materials/wastes. Such laws, regulations, rules and orders include, but are not limited to, those of the United States Environmental Protection Agency (EPA), US Department of Transportation (USDOT), New Mexico Environment Department (NMED) and the New Mexico Department of Transportation (NMDOT).
- Possess pertinent licenses, permits, registrations and/or certificates to carry out the tasks as required by this RFP.
- Maintain accounting records and participate in financial audits as required.
- Provide medical monitoring for staff (baseline and ongoing).
- Provide the Agency with a list of equipment and supplies necessary for operations not currently available at the HHW Collection Center.
- Conduct periodic audits to ensure safe conditions for storage, labeling and facility usage.
- Monitor material volumes to determine when transportation to a Treatment, Storage and/or Disposal Facility (TSDF) will need to occur. Notify Agency in advance of that need. Meet with TSDF Contractor at the HHW Collection Center

- when HHW is being accepted and loaded by TSDF Contractor. Oversee packing methods. Sign and track manifests for wastes shipped.
- Provide the Agency with a spreadsheet detailing a price for which the Agency may purchase materials and supplies from the Contractor, such as absorbent material for spills and PPE. The Agency reserves the right to purchase items from the Contractor at the agreed to prices, however the Agency reserves the right to purchase these supplies and materials from alternative distributors.
- Provide a spreadsheet that details the costs for staffing and materials to provide each of the following services:
 - o Conditionally exempt small quantity generator (CESQG) waste handling.
 - Transportation of waste for disposal from the HHW Collection Center.
 - Disposal costs for waste from the HHW Collection Center. The costs details shall be used as the basis to make payment for services provided. Refer to examples in Exhibit A of the Sample Agreement.
- Make routine maintenance and repairs of the HHW Collection Center due to wear and tear from Contractor operation and use of the HHW Collection Center.
- Provide adequate containers required for storing and shipping HHW, and provide replacements for all containers prior to shipping used containers.

B. Staff Training:

- Provide training for Agency HHW handlers to assist with operating the HHW
 Collection Center, including receiving and identifying HHW, proper waste
 handling procedure and proper waste packing and bulking procedure.
- Provide training for the Agency's HHW handlers to perform the tasks enumerated for the HHW handlers in Section 3.2.
- Provide training for Agency staff to abate and cleanup all spills and other hazards that may arise as a result of operations of the HHW Collection Center.

C. Recordkeeping:

- Provide to the Agency on a monthly basis, copies of records such as manifests, bills of lading, survey and Certification forms, and other documents relating to the hazardous waste program by the 15th day of each following month.
- Provide Agency staff access to all paperwork files relating to the hazardous waste program.

3.4 Duration of Contract

A contract awarded as a result of this RFP will be for a one (1) year period. The Agency reserves the right to extend or renew this contract for three (3) additional one-year extensions, for a total of four (4) years, at the rates submitted under the proposal.

3.5 Type of Contract

The Agency intends to enter into a written performance contract with the firm selected as the Contractor through the RFP process.

4. PROPOSAL OPTION NO.1: COLLECTION EVENTS

4.1 Optional Program Scope – Collection Events

The scope of work to be performed under this alternate will include the following provisions as well as any others agreed to during contract negotiations. Collection events will occur in addition to regular hours of operation of the HHW Collection Center and may occur at the HHW Collection Center or at an off-site location as determined by the Agency.

4.2 Agency's Responsibilities

The Agency will provide:

- Promotional advertising and information review for the Program.
- An Agency contact to act as a liaison between the Contractor and the communities where the events are held, if events are held off-site.
- Volunteer(s) to help with traffic control, site set-up and participant surveys.
- Educational materials about hazardous waste management to be distributed to participants at the events.
- Use of the forklift.
- Access to the HHW Collection Center after each collection event to store all waste collected at that event.

4.3 Contractor's Responsibilities

Collection events:

 Meet with Agency staff, as needed, to coordinate collection event schedules and develop budget for collection events.

- Provide personnel trained in spill response and a sufficient amount of absorbent and other materials needed to abate all spills.
- Provide a spreadsheet that details the costs for staffing and materials to provide services at on-site and off-site collection events. The costs details shall be used as the basis to make payment for services provided.
- Coordinate with appropriate City, County, and/or Agency staff for collection events.
- Provide a certified chemist and other personnel as needed to perform all duties associated with the collection events including, but not limited to, identifying, sorting, segregating, packing and manifesting all HHW received.
- Provide a written site safety and spill response plan for off-site collection events.
- Transport and deposit all collected HHW during off-site events to the HHW Collection Center.
- Provide, set-up, and take down traffic cones and other traffic direction devices as necessary to assure safe traffic movement at the collection event site.
- Be responsible for the set up and take down of those portions of the collection site devoted to collection, handling, and transportation of the collected wastes.
- Be responsible for ensuring that tents are available for all areas where materials will be unloaded, packaged, or placed to prevent contamination of rainwater, hence contamination of storm drains. If collected materials or work area ground covers are exposed to the rain, the Contractor shall contain and collect all contaminated water. If collected water is determined to be a hazardous waste, it shall be managed as a hazardous waste.
- Supply ground cover sufficient to prevent waste and absorbent from contacting
 the pavement/ground and to prevent spills from entering storm drains. All waste
 packing areas will be surrounded with spill berms. The size of the bermed area
 shall be large enough to contain at least three times the volume of the largest
 container in the packing area.
- Seal all storm drains at the collection sites that could potentially become contaminated due to an accidental spill.
- Provide a decontamination area for workers to remove their protective clothing prior to leaving the work area. No protective clothing shall be worn outside the work area, unless in response to an emergency.

4.4 Use of Alternate

The Agency reserves the right to determine the number of collection events and the location of these events, whether on-site or off-site. The Agency reserves the right to exercise this alternate as long as any contract awarded through this RFP remains effective including through any applicable contract extensions.

5. PROPOSAL OPTION NO. 2: CONDITIONALLY EXEMPT SMALL QUANITY GENERATOR WASTE

5.1 Optional Program Scope – CESQG Waste

The scope of work to be performed under this alternate will include the following provisions as well as any others agreed to during contract negotiations.

5.2 Contractor's Responsibilities

- Allow qualifying businesses and generators to make appointments through a tollfree hotline for drop-off of CESQG waste.
- Request that each facility user fill out a Survey and/or Certification Form if they are a CEGSQ.
- Provide each CEGSQ with a copy of the Certification Form for the types and amounts of waste that have been accepted.
- Provide a minimum availability of at least one day monthly for conditionallyexempt generators (CEGSQ) to bring their waste to the HHW Collection Center. The Contractor may use the HHW Collection Center for CESQG waste but must provide labor and supplies.
- Collect tipping fees from CEGSQ customers to pay the cost of receiving, processing, transportation, and disposal. The Agency, City or County shall not be billed therefore.

5.3 Use of Alternate

The Agency reserves the right to begin accepting conditionally exempt generator waste at any time. The Agency reserves the right to begin this operation at any time as long as any contract awarded through this RFP remains effective including through any applicable contract extensions.

GENERAL REQUIREMENTS



Consortiums of companies or agencies submitting a proposal must certify that the consortium can meet the requirements set forth in the RFP.

2. SUBCONTRACTING

No activities or services included as a part of this proposal may be subcontracted to another organization, firm or individual without the approval of the Santa Fe Solid Waste Management Agency. Such intent to subcontract shall be clearly identified in the proposal. It is understood that the Contractor is held responsible for the satisfactory accomplishment of the service or activities included in a subcontract.

3. AUTHORSHIP

All proposals submitted become the property of the Agency. It is understood and agreed that the prospective Contractor claims no proprietary rights to the ideas and written materials contained in or attached to the proposal submitted.

4. AWARD OF CONTRACT

The contract award will not be final until the Agency and the prospective Contractor have executed a contractual agreement. The Agency is not responsible for any costs incurred prior to the effective date of the contract. The Agency reserves the right to make an award without further negotiation of the proposal submitted. Therefore, the proposal should be submitted in final form from a budgetary, technical and programmatic standpoint.

5. LIMITATION

This RFP does not commit the Agency to award a contract, to pay any costs incurred in the preparation of a response to this RFP or to procure or contract for services or supplies. The Agency reserves the right to accept or reject any or all proposals received as a result of this RFP, to negotiate with all qualified sources, to waive formalities, to postpone the award of a contract or to cancel in part or in its entirety this RFP if it is in the best interest of the Agency to do so.

6. COMPLIANCE

Contractors shall comply with all management and administrative requirements established by the State of New Mexico, the City of Santa Fe and all agencies thereof and any subsequent amendments or modifications as applicable to providers licensed in the State of New Mexico.

7. INSURANCE

Commercial General Liability Insurance:

Contractor shall obtain, at Contractor's expense, and keep in effect during the term of this contract, Commercial General Liability Insurance covering Bodily Injury and Property Damage on an "occurrence" form. This coverage shall include Contractual Liability insurance for the indemnity provided under this contract. The policy will include the following coverages and limits:

Coverage	Limit
General Aggregate	\$2,000,000
Products-Completed Operations Aggregate	\$1,000,000
Personal & Advertising Injury	\$1,000,000
Each Occurrence	\$1,000,000
Fire Damage (Any one Fire)	\$50,000
Medical Expense (any one Person)	\$ 5,000

Commercial Automobile Insurance:

Contractor shall also obtain, at Contractor's expense, and keep in effect during the term of the contract, "Any Auto" Commercial Automobile Liability coverage including coverage for all owned, hired, and non-owned vehicles. The Combined Single Limit per occurrence shall not be less than \$500,000.

Workers Compensation Insurance:

The Contractor, its subcontractors, if any and all employers providing work, labor or materials under this Contract who are subject employers under the New Mexico Workers' Compensation Law shall comply with all laws which require them to provide workers' compensation coverage that satisfies New Mexico law for all their subject workers. Out of state employers must provide workers' compensation coverage for their workers that comply with all applicable laws and statutes.

Pollution Liability Coverage:

If this Contract is for the transport, application, disposal, use or handling of hazardous material, Contractor shall obtain and keep in effect during the term of their contract, Pollution Liability Insurance, covering the Contractor' liability for bodily injury, property damage, and environmental damages resulting from "sudden accidental" or "gradual" pollution and related cleanup costs incurred by the Contractor, all arising out of the work or services (including the transportation risk, when applicable) to be performed under this contract. Combined single limit per occurrence shall not be less than \$500,000, or the equivalent. Annual aggregate limit shall not be less than \$1,000,000.

Additional Insured Provision:

On the certificate of insurance provided by the Contractor as proof of insurance coverage and on the schedule (if one is included), "the Agency, its officers, agents, and employees" shall be listed as an additional insured. The Agency's address should be shown as: 149 Wildlife Way, Santa Fe, NM 87506-8342. The certificate should not just list a specific County department or location as additional insured. Further, for coverage to be effective, an endorsement must be attached to the certificate.

The Agency, its officers, agents, and employees shall be added as additional insureds with respect to all work performed under this contract. All liability insurance policies, with the exception of professional and/or automobile liability policies, will be endorsed to show this additional coverage.

Notice of Cancellation:

There shall be no cancellation, material change, exhaustion of aggregate limits or intent not to renew insurance coverage without 30 days written notice to the Agency. Any failure to comply with this provision will not affect the insurance coverage provided to the Agency. The 30 days notice of cancellation provision shall be physically endorsed on to the policy.

Insurance Carrier Rating:

An insurance company deemed acceptable by the Agency must underwrite coverages provided by the Contractor. Insurance coverage shall be provided by companies admitted to do business in New Mexico or, in the alternative, rated B+ or better by Best's Insurance Rating. The Agency reserves the right to reject all or any insurance carrier(s) with an unacceptable financial rating.

Certificates of Insurance:

As evidence of the insurance coverage required by this contract, the Contractor shall furnish a Certificate of Insurance, and if required, Endorsement(s) to the Agency. No contract shall be affected until the required certificates, and if required, Endorsement(s), have been received and approved by the Agency. The certificate will specify and document all insurance-related provisions within this contract. A renewal certificate will be sent to the Agency ten (10) days prior to coverage expiration.

Primary Coverage Clarification:

All parties to this contract hereby agree that the Contractor's coverage will be primary in the event of a loss.

Cross Liability Clause:



A cross-liability clause or separation of insured's condition will be included in all general liability, professional liability, pollution or errors and omissions policies required by this contract.

8. "GENERATOR" DEFINED FOR MANIFEST PURPOSES

For the purposes of the manifest when transporting waste to the TSDF, the Contractor will be designated as the generator for all wastes collected at the HHW Collection Center.

PROPOSAL CONTENTS

The Contractor must have prior experience in conducting waste and/or HHW collection events or similar projects and have the technical knowledge to identify, segregate, pack and manifest all such wastes received at the HHW Collection Center and events in accordance with all federal, state and local laws or regulations. The Contractor must have all licenses, certifications, permits, and other approvals required by federal, state, or local laws or regulations in connection with the work described herein.

In addition to the 'Proposal Summary' and the 'Statement of Contractor Qualifications', the Contractor shall submit the information requested below for the proposing company and for any and all subcontractors.

- 1. A transmittal letter indicating who the project manager will be and the name, title, address, and telephone number of an individual or individuals with authority to contractually bind the company during the period in which the Agency is considering proposals. This letter shall also state that the proposal will be valid for ninety (90) days after the submittal date.
- A description of your firm's experience with collecting, transporting and preparing for disposal of hazardous wastes in general and with household hazardous wastes in particular. Include a description of your firm's experience operating collection facilities.
- 3. A list of at least three counties or cities in which your company has conducted successful events or similar projects. Include contact person and phone number.
- 4. A list of all regulatory permits currently held by your firm that apply to collection, storage, transportation or handling of hazardous materials and hazardous waste. Provide the name, address, telephone number and, if possible, a contact person for all regulatory agencies that oversee compliance for these permits.
- 5. A description of how your firm and/or consortium will meet the Program's objectives listed in this RFP.
- 6. A cost proposal for your services, including labor and equipment for HHW Collection Center operations. Provide details for staffing and materials to provide each of the following services:
 - Facility start-up, including the grand opening event and equipment and supplies as described in Section 4.3 of Proposed Scope of Work
 - Training Agency staff to be HHW handlers.
 - A toll-free number and scheduling system for residential customers.
 - Conditionally exempt small quantity generator (CESQG) waste handling.

- Transportation of waste for disposal from the HHW Collection Center.
- Disposal costs for waste from the HHW Collection Center.

The costs details shall be used as a basis to make payment for services provided to the successful proposer for the HHW program.

7. An (optional) exceptions and comments section in the proposal. (Note: To facilitate evaluation of proposals, the Agency requires that all responding firms adhere to the format outlined within this RFP. Firms wishing to take exception to, or comment on, any specified criteria within this RFP are encouraged to document their concerns in a distinct section of their proposal. Exceptions or comment should be succinct, thorough and clearly organized.)

ADDITIONAL SUBMITTAL REQUIREMENTS

Format requirements: 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.

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

Proposal contents:

Provide the following for each sub-consultant (if needed):

- o Name, address, and telephone number.
- Describe role of the firm in the project.

Copy of City of Santa Fe Business License.

Copy of State of New Mexico CRS Tax Identification Number.

Summary of insurance/liability coverage.

IMPORTANT: PLEASE INCLUDE IN THIS ORDER IN THE PROPOSAL FOR EASE OF EVALUATION

PROPOSAL EVALUATION CRITERIA

1. EVALUATION AND SELECTION PROCESS

The evaluation process will be focused on selecting a Contractor who will be able to provide the best HHW collection service as described in this RFP.

This is an RFP process, not a bid process. The cost of providing services will be considered in conjunction with other criteria that have been established by the County. In determining the best-qualified Contractor, the Agency will evaluate Proposers responses to Contractor Qualifications, including related experience, available staff and equipment and a description of proposed services

2. EVALUATION AND SELECTION CRITERIA

Proposals received in response to this RFP will be evaluated and ranked by a Review Committee. Each proposal received will be evaluated and rated according to a specified point system.

- A. Does the proposal comply with the requirements contained within the RFP? A "No" response may disqualify the proposal from further consideration. ____Yes ____No
- **B.** Proposals will be scored on the following categories (not listed in order of priority):

Responsiveness and Completeness (0-15 Points) - Each proposal will be reviewed on responsiveness to the request for information in this RFP. All forms must be completed. The Agency may disqualify any Proposer not meeting these requirements.

Qualifications (0-15 Points) - Proposals will be evaluated as to the ability of the Proposer's company to successfully perform the work described in this RFP.

Staff (0-15 Points) - Proposals will be evaluated as to the experience and the number of staff available to successfully perform the work described in this RFP.

Experience (0-15 Points) - Proposals will be evaluated by the amount of relevant prior experience each Proposer has had in performing tasks and requirements as described in this RFP.

Technical Expertise (0-15 Points) - Proposals will be evaluated as to the Proposer's ability to provide technical information.

Customer Service (0-10 Points) - Proposals will be evaluated as to the training provided for staff in customer service relations and as to the Proposer's company philosophy in providing customer service.

Cost Evaluation (0-15 Points) - This section will provide a common reference point for comparisons.

Total Points 0-100

EVALUATION CRITERIA & POINT SYSTEM EVALUATION COMMITTEE MEMBERS RFP # '13/09/P

Robert Rodarte, Purchasing Director or Representative Randall Kippenbrock, P.E., SFSWMA Executive Director or Representative Mike Smith, SFSWMA Education and Outreach Coordinator or Representative Cindy Padilla, City of Santa Fe Solid Waste Director or Representative Olivar Barela, Santa Fe County Solid Waste Manager or Representative

At its discretion, the Agency reserves the right to alter the membership and size of the committee. The evaluation points scored in writing by the evaluation committee members based on the evaluation criteria listed in Section 5.2 - Evaluation and Selection Criteria and using the evaluation scoring system shown below will be totaled to determine the top rated firms. If interviews are conducted with the firms receiving the top three scores in the written evaluations, the interviewed firms will be evaluated by the evaluation committee members based on the interviews, and the scores from the interview evaluations will be totaled to determine the top rated firm unless extenuating circumstances are documented. Unless noted elsewhere in this RFP, the same evaluation scoring system shown below will be used to conduct the interview evaluations.

Evaluation Points:

Criteria	Points (Range)	Max Score	Total
Responsiveness and Completeness	(0-15 Points)	15	
Qualifications	(0-15 Points)	15	
Staff	(0-15 Points)	15	
Experience	(0-15 Points)	15	
Technical Expertise	(0-15 Points)	15	
Customer Service	(0-10 Points)	10	
Cost Evaluation	(0-15 Points)	15	
	Total	100	
The Agency reserves the option to contact be reflected in the above evaluation.	further references at A	Agency's discretion, th	ne results of whic
Company Name			
Evaluation: Interview: (F	Please mark approp	riate filed)	·

Date

Signature and title of evaluation committee member or representative

ATTACHMENT 1 - Sample Contract

SANTA FE SOLID WASTE MANAGEMENT AGENCY PROFESSIONAL SERVICES AGREEMENT

This F	PROFESSIONAL SERVICES AGREEMENT ("Agreement") is made and entered			
into by	y and between the Santa Fe Solid Waste Management Agency ("the Agency")			
and _	("the Contractor") to provide Professional Services for			
House	hold Hazardous Waste at the Buckman Road Recycling and Transfer Station for			
the Ag	gency (RFP # '13/09/P) as described in Exhibit A and below. The Agreement shall			
be effe	ective as of the date it 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			
	Contractor represents that it possesses the experience and knowledge necessary			
to perform the services described in this Agreement.				
	A. 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 a sum not to exceed XX Dollars and			
	XX Cents (\$XX.XX) including applicable New Mexico gross receipts tax, broken			
	down as follows:			

Fee for Professional Services.....\$XX.XX

New Mexico Gross Receipts	Tax	§XX.XX
Total		\$XX.XX

- B. Contractor shall be responsible for the payment of the gross receipts tax amount to the State of New Mexico.
- 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.

4. <u>APPROPRIATIONS</u>

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 ______, 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 the 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.
- 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.

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 the 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. <u>ASSIGNMENT; SUBCONTRACTING</u>

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 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 also obtain 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 maintain sufficient professional liability insurance throughout the term of this Agreement to cover no less than \$1,000,000 per occurrence.

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 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.

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. <u>RECORDS AND AUDIT</u>

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. <u>AMENDMENT</u>

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	ve executed this Agreement on the date set forth
below.	
AGENCY:	CONTRACTOR:
Virginia Vigil Chairperson	Name Company
DATE:	DATE:
ATTEST:	
Valerie Espinosa Santa Fe County Clerk	
• • • • • • • • • • • • • • • • • • •	•
APPROVED AS TO FORM:	NM Taxation & Revenue CRS No.
APPROVED AS TO FORM.	XXXXXXX
Justin Miller	City of Santa Fe Business Registration No. xxxx
Agency Attorney	Negistration No. AAAA

EXHIBIT A

CONTRACT FOR SERVICES

The Contractor, for the sum specified below, agrees to perform the following type(s) and quantity of services, according to the performance standards listed below:

1) Scope of Work

The Contractor shall provide: household hazardous waste facility operations at Santa Fe Solid Waste Management Agency's household hazardous waste (HHW) Collection Center, located at the Buckman Road Recycling & Transfer Station (2600 Buckman Road, Santa Fe, NM 87507); transportation of waste materials from the Agency's HHW Collection Center to appropriate, licensed and permitted treatment, storage, and disposal facilities; final disposal or recycling of waste materials received at the Agency's HHW Collection Center; and record keeping and documentation to the Agency of wastes received and their final disposition.

A. General Program Management

The Contractor shall:

- Track the zip code of all non-business residential customers which the Contractor accepts waste from. A summary of this data shall be reported to the Agency with each monthly invoice.
- Provide training for Agency staff in facility operations, including, but not limited to, waste receiving and handling, waste identification, bulking paint or flammable materials, and temporary waste storage. Also, train Agency staff to comply with all permits and federal, state, and local laws.
- Meet with Agency staff, as needed, to prepare an annual work plan and to handle other Program details.
- Establish and maintain a record-keeping system. This shall include maintaining records in accordance with all permits, as well as state, local, and federal requirements, including, but not limited to: chain-of-custody documentation, hazardous waste manifests, certifications of destruction/recycling, current waste inventory logs for the facility, etc. These records shall be available for review by the Agency upon request.
- Establish waste handling protocols and management methods, as approved by the Agency.

- Conduct periodic program evaluation with the Agency and assist in preparing annual reporting for NMED.
- Ensure that subcontractors are adequately insured.
- Comply with all permits.
- Have up-to-date knowledge of, and comply with, all federal, state, and local laws, rules, regulations, and ordinances applicable to handling, transportation, and storage of hazardous materials/wastes. Such laws, regulations, rules, and orders include, but are not limited to, those of the United States Environmental Protection Agency (EPA), US Department of Transportation (USDOT), New Mexico Environment Department (NMED) and the New Mexico Department of Transportation (NMDOT).
- Possess pertinent licenses, permits, registrations, and/or certificates to carry out the tasks as required by this Agreement. Copies of these shall be submitted to the Agency for their records.
- Maintain accounting records and participate in financial audits as required.
- Provide a monthly accounting in a spreadsheet with the monthly invoice that details the costs for staffing and materials to provide each of the following services:
 - o Facility operation.
 - Transportation and disposal costs for waste transported from the HHW Collection Center that month.

The costs charged for services shall be at the rates as shown in the tables in Section 5 of the Exhibit in this Agreement.

- During loading, CESQG material receiving, packing, and other times when the Contractor is handling or operating the HHW Collection Center, provide personnel trained in spill response and a sufficient amount of absorbent and other materials needed to abate all spills available on-site at the HHW Collection Center. The Contractor shall not bill the Agency for spills caused by the Contractor. Otherwise, the Contractor shall bill the Agency only for materials actually utilized at the HHW Collection Center.
- Develop job descriptions for HHW chemist, HHW handler, and other Program staff.
- Provide medical monitoring for staff (baseline and ongoing).

- Take title to all waste as soon as it is loaded at the HHW Collection Center onto the Contractor's (or subcontractor's) vehicle for transport for treatment, storage, disposal, or recycling.
- Profile unknown wastes brought to the HHW Collection Center to ascertain the hazard class of the waste material, in order to provide for appropriate sorting, packaging, and disposal. No separate payment shall be made therefor.
- Suggest to the Agency potential revisions to the Operations and Contingency Plans, as the Contractor thinks would improve HHW Collection Center operations or reduce costs.
- Provide the Agency with a list of equipment necessary for operations not currently available at the permanent HHW Collection Center. Provide any necessary equipment and an adequate amount of supplies, including personal protective equipment (PPE), for the HHW Collection Center to operate for three months.
- Provide a schedule of costs to replace any equipment or supplies for the Agency. The Agency reserves the right to purchase supplies and equipment from outside vendors.
- Provide a cost breakdown for providing various equipment and supplies at the HHW Collection Center, such as absorbents and PPE. The Agency may purchase these supplies and materials from the Contractor at the rates agreed upon in Part II of this agreement.
- Provide on-call support for Agency staff with HHW operations, including waste handling procedures, chemical identification, and other HHW operations facilities.

B. Facility Operation

The Contractor shall

- Conduct periodic audits to ensure safe conditions for storage, labeling, and facility usage.
- Monitor material volumes to determine when transportation of full drums and containers to a Transfer Storage and Disposal Facility (TSDF) will need to occur. The Contractor shall notify the Agency in advance of that need. Meet with TSDF Contractor at the HHW Collection Center when HHW is being accepted and loaded by TSDF Contractor. Oversee packing methods. Sign and track manifests for wastes shipped.

- Ensure that all permit requirements are met.
- Coordinate with the Agency for access and work within the transfer station.
- Perform routine housekeeping and maintenance of the HHW Collection Center due to normal wear and tear from the Contractors Operations. Repair any damage to the facility as a result of negligent actions of the Contractor.
- Invoice the Agency only for actual hours worked by staff at the HHW
 Collection Center, at the rates shown in Table 3 of the Exhibit for this
 Agreement. Staff travel time to the HHW Collection Center shall not be
 included, and no separate payment shall be made therefor.

All work performed, as part of Phase I shall be billed on a time and materials basis at rates provided in the fee schedule below.

2) Agency Responsibilities

The Agency shall:

- Provide the HHW Collection Center for use by the Contractor. This includes provision of all fixed assets necessary for HHW Collection Center operations.
- Provide educational materials about hazardous waste management to be distributed to participants at the HHW Collection Center.
- Provide a forklift. The forklift will be available for use at the HHW Collection Center.
- Provide a waste container at the HHW Collection Center to be used for discarded solid waste and empty containers from HHW Collection Center operations at no cost to the Contractor.
- Provide a bin for placement of cardboard for recycling at the HHW Collection Center at no cost to the Contractor.
- Provide office space and a telephone at the HHW Collection Center.
- Provide potable water, electrical service and internet access to the HHW Collection Center.

3) Waste Management Methods

The Contractor shall provide for the safe management of collected waste in compliance with all applicable State and Federal regulations. Hazardous wastes will be treated, destructively incinerated, burned for energy recovery, recycled, or disposed of at fully permitted EPA or State-approved hazardous waste treatment, storage and disposal (TSD) facilities or facilities which have been given interim approval by EPA. Exceptions may be approved by the Agency for reuse or disposal of certain wastes at properly licensed solid waste facilities.

A. Waste Transportation

All of Contractor's transporters performing under this Contract shall be licensed under State and Federal laws to transport hazardous waste. All collected waste shall be transported from the collection site to the Treatment, Storage, and Disposal Facility (TSD), between TSDs, and final waste management facilities in compliance with 40 CFR Section 263.12.

B. Ten Day Transfer Facilities

Household hazardous waste may be transferred to a ten (10) day transfer facility as defined by RCRA in 40 CFR 260.10, so long as the waste is managed consistently with transfer requirements for RCRA hazardous waste found in 40 CFR 263.12. Waste can be routed through only one transfer facility in route to a permitted TSD (i.e., no transfer of waste to multiple 10 day transfer facilities).

C. Treatment, Storage, and Disposal Facilities and Recycling Facilities

Each TSD that handles waste under this contract must have, at a minimum, an EPA/State approved RCRA interim status permit as a treatment, storage or disposal facility with EPA hazardous waste numbers for each waste the facility is permitted to handle as described in 40 CFR Part 261, Subparts 'c' and 'd.'

The Contractor agrees that no TSD or recycling facility, other than those initially approved for use under this contract, shall be used without first obtaining the written approval of the Agency.

No final waste management outside of the United States shall be allowed under the Agreement without prior written Agency approval.

Household hazardous waste stored at a TSD must be stored consistent with facility standards for RCRA hazardous waste found in 40 CFR 264 and 265. Universal waste must be stored according to applicable requirements of CFR Part 273 and OAR 340, Division 113.

The Contractor shall allow the Agency and /or its representative(s) access to Contractor's treatment, storage and disposal sites for inspection at any time.

4) Documentation & Reporting

A. Manifesting and Shipping

A current, uniform hazardous waste manifest is required for removal of all household hazardous waste and universal waste from the HHW Collection Center. The Contractor shall be responsible for completing manifests before removal of waste from the site. The manifest will be reviewed and signed by the Agency's designated representative before waste is removed from the collection location. Manifests shall be submitted as prescribed by the State and EPA regulations. Each manifest, as well as all other required documentation or bills of lading, shall be clearly and distinctly marked to indicate the Purchaser, Purchaser's address, the date, and the location of the collection event or facility.

An on-site waste management supplement indicating drum sizes, degree to which they are filled, and the pounds of waste in the container, shall be completed at the collection site. This shall be reviewed and initialed by the Agency's designated representative before waste is removed from the collection site.

Original signed manifests, as well as all other required bills of lading, shall be returned to the Agency within thirty (30) days of shipment from the HHW Collection Center.

The Contractor shall review and approve container labeling and load all wastes and containers in such a manner that all applicable State, local, EPA, and DOT regulations are met. The Contractor shall provide and affix the appropriate placards to its vehicle, prior to leaving the site.

The Contractor shall provide to the Agency on a monthly basis, copies of other records such as survey and Certification forms, and other documents relating to this program. These records and documents shall be provided by the 15th day of each following month.

The Contractor shall provide Agency staff access to all paperwork and computer files relating to the hazardous waste program upon request.

B. Final Waste Management

The Contractor is responsible for obtaining all necessary documentation to prove that the final management of all waste has been accomplished. Mere acceptance of the hazardous waste at a properly permitted treatment, storage or disposal facility does not meet the definition of final waste management under this Agreement.

Certificates of final waste management signed by a responsible disposal facility official shall be received by the Agency within 180 calendar days after the collection event, unless that period is extended by the Agency in writing. In no case shall this period be more than 365 calendar days after the collection event.

Certificates of final waste management shall include, at a minimum, manifest number and line items (or other required documentation or bills of lading) for wastes leaving the original collection site, the date waste is sent for final waste management, the facility where waste is sent for final waste management method, and location of final waste management. The form and content of these certificates shall meet with the approval of the Agency. Documentation from the final waste management facility shall be attached to the certificate, and shall include the date waste was recycled, reused, used for energy recovery, treated, destructively incinerated or disposed.

C. Reporting Spills

The Contractor shall report to the Agency all spills or leaks with potential release to the environment. The initial report shall be by telephone immediately upon discovery of the spill. A written follow-up report shall be submitted to the Agency not later than one week after the initial telephone report. The written report shall be in narrative form and at a minimum include the following:

- Description of waste spilled, including identity, quantity, and manifest number.
- Whether amount spilled is EPA/State reportable, and the date it was reported.
- Exact time and location of spill, including a description of the area involved.
- Containment procedures initiated.
- Summary of all communications, if any, Contractor has with other government officials or the media.
- Description of clean-up procedures employed or to be employed at the site, including disposal location of spill residue.

D. Reporting Injuries

The Contractor shall report to the Agency within 24 hours any accident or occurrence resulting in injury to any person, including any subcontractor's employees, or any property damage arising out of or during the course of performance of work related to this Agreement. The Contractor and any

subcontractors shall provide the Agency with a copy of any and all reports made by the Contractor's insurers or others of any such accidents and occurrences at the Agency's request.

E. Submittals

All reports, bills, invoices, and other documentation shall be submitted to:

Santa Fe Solid Waste Management Agency Attn: Randall Kippenbrock 149 Wildlife Way Santa Fe, New Mexico 87506-8342

Invoices shall include an itemized list of all charges for the billing period.

5) Fee Schedules

NOTE: Tables 1, 2, and 3 represent sample tables of the cost proposal to be used by proposing in submittal the cost of services proposal. Proposers are required to submit corresponding price quotes as well as other cost, information, or fee schedules needed to execute the contract scope of work.

Table 1
SFSWMA Household Hazardous Waste Treatment/Storage/Disposal Pricing (EXAMPLE)

Waste Type	Waste Class Code	Packing	Dîsposal	55-DM	30-DM	20-DM	5-DM	Other	Comments
Acids	LAT-A/LCCRA	Lab	Treat/Incin	\$180.00	\$135.00	\$108.00	\$50.00		:
:	B36A	Bulk	Treatment	\$160.00	\$120.00	\$98.0D	\$50.0D	9 A.	
Bases	LAT-B/LCCRB	Lab	Treat/Incin	\$180.00	\$135.00	\$108.00	\$50.00		
1973 S. 127 A. 1	B36B	Bulk	Treatment	\$160.00	\$120.00	\$96.0D	\$50.0D	estility of the	
Aerosol, Paint	LCCRO	Loose	Incineration	\$165.00	\$123.75	\$99.00	\$50.00	\$575.00\cuyd box	
Aerosol, Pesticide	LCCRQ	Loose	Incineration	\$165.00	\$123.75	\$99.00	\$50.00		
Adhesives/ Resins	LPTN	Loose	Incineration	\$150.00	5112.50	× \$90.00	\$50.00	\$525.00/cuvd box	
Alkaline/Dry cell Batteries	CNO	Loose	Landfill		\$87.00	\$69.00	\$40.0D		7
Alkaline/Dry cell Batteries	LBD	Loose	Recycle	\$375.00	\$282.00	\$225.00	\$50.00		
Antifreeze	B35	Bulk	Recycle	\$100.00			\$40.00		
Fluorescent Tubes	CFL1	Loose	Recycle	N/A	N/A	N/A		\$0.14/foot	
CFL's, U-tubes, circular	CFL2	Loose	Recycle	N/A	N/A	N/A		\$3.00/pound	· · · · · · · · · · · · · · · · · · ·
HID Lamps	CFL4	Loose	Recycle	N/A	NA	NA		\$3.00/pound	
Latex Paint	FB3R	Bulk	Recycle	\$145.00			\$50.00		
Latex Paint	LFB3	Loose	Recycle	\$115.00				\$395.00/cuyd box	
Latex Paint	CNOS	Bulk	Landfill	\$95.00					1
Latex Paint	LLF	Loose	Landill	\$85.00				\$250.00/cuyd box	
Lithium Batteries	LBR	Loose	Incineration	1,288.5	De Maria la la	3 33 37		\$2.20 per pound	Minimum \$50
Ni/Cd Batteries-Wet	LBD	Loose	Recycle	\$375.00	\$282.00	\$225.00	\$50.00		Maria Maria
Mercury Articles	LCHG2	Loose	Recycle	N/A	N/A	N/A	\$275.00		
Mercury Compounds/COD*	LCHG2	Lab	Recycle	N/A	N/A	N/A	\$275.00		
Non-RCRA-Solids	LLF	Loose	Landfill	\$85,00				\$250.00/cuyd box	
Oil Based Paint	LPTP	Loose	Beneficial Reuse	\$85.00				\$295.00/cuyd box	
Oil Based Paint	FB2	Bulk	Beneficial Reuse	\$95.00	4 1- 1- 11- 1-	7			
Organic Peroxide	LCCRR	Lab	Incineration	NA	N/A	N/A	\$85.0D		
Oxidizers	LAT-O/LCCRO	Lab	Treat/Incin	\$180.00					
Oxidizers Liquid	B28	Bulk	Treatment	3250.00	7				
PCB, liquids	LCHSMLCHSR	Lab	Incineration	\$275.00					
PCB Bašasts	CHBD	Loose	Recycle/Incin.	\$325.00					
Toxic, liquids	LCCRC	Lab	Incineration	\$180.00		\$108.00			†
Toxic, solidis	LCCRC	Loose	Incineration	\$180.00					
Cyanides, (liquid, solid)	LCCRB	Lab	Incineration	N/A	N/A	N/A	\$50.00		† <u>`</u>
Reactives, (4.1,4.2,4.3)	LCCRR	Lab	Incineration	N/A	N/A	N/A	\$85.00		
Solvents, Halogenated	A40/840	Bulk	Beneficial Reuse	\$180.00					1
Solvents, Flammable	FB1	Bulk	Beneficial Reuse	\$75.00	,		7	\$375.00/cuyd box	
Silver Oxide Batteries	LCHG2	Loose	Recycle or Incin	N/A	N/A	N/A	\$275.00		

^{*} This includes: elemental mercury, thermometers, switches, batteries, debris, & other mercury containing items

Table 2
Materials and Supplies Rates (EXAMPLE)

The state of the s	5 5 6 9 5 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1	7 5 9 4 5 W
. Materials	Size	Price
DOT Drums, steel, new, open head	55 Gal. Dr.	\$45.00
DOT Drums, steel, new, tight head	55 Gal. Dr.	\$40.00
DOT Drums, steel, reconditioned open head	55 Gal. Dr.	\$28.00
DOT Drums, steel, reconditioned, tight head	55 Gal. Dr.	\$28.00
DOT Drums, sleet, new, overpack	85 Gal. Dr.	\$95.00
DOT Drums, steel, reconditioned, overpack	85 Gal. Dr.	\$75.00
DOT Drams, poly, reconditioned	85 Gal. Dr.	\$80.00
DOT Drums, poly, new	30 Gal. Dr.	\$45.00
DOT Drums, steel, new	30 Gal. Dr.	\$45.00
DOT Drums, sieel, reconditioned	30 Gal. Dr.	\$30.00
DOT Druins, steel, reconditioned	20 Gal. Dr.	\$30.00
DOT Buckets, poly with lids	5 Gal. Dr.	\$10.00
Drum Liners	55 Gal. Dr.	No Charge
Cubic Yard Box Liners	1.0 cuyd	No Charge
Oil Dry - Pallet sized * (plastic bags w/ handles)	40 lb. bag	\$8.35
Vermiculite - Pallet sized	4 cust bag	\$15.85
Non-regulated Cubic Yard Boxes	Cubic Yard	\$40.00
DOT Boxes	Cubic Yard	\$50.00
Oil Dry - Pallet sized * (plastic bags w/ handles) Vermiculite - Pallet sized Non-regulated Cubic Yard Boxes	40 lb. bag 4 cust bag Cubic Yard	\$8.35 \$15.85 \$40.00

Personal Protective Equipment	Unit of Measure	Price
Level D with Tyrec, Boots, Gloves	Each	\$20.00
Level C with CPF 1, CPF 2, or Poly Tyvec Suit	Each	\$43.0D
Level C with CPF3 or Saranex	Each	\$55.0D
Level C with CPF 4 or Barricade	Each	\$75.00
4' Flourescent Tube Box 4g/Y275	Each	\$5.0D
8' Flourescent Tube Box 4g/Y275	Each	\$8.00
8' Flourescent Tube Box 100-125 bulb capacity	Each	\$48.00

Table 3

Permanent Facility Labor Rates (EXAMPLE)

Position	Į.	lourly	Overtime		Estimated* Monthly Hours	
Technician	\$	35.00	5	45.50	55	
Chemist	\$	40.00	\$	52.00	55	
Program Manager	\$	45.00	3	58.50	15	

^{*} Estimate based on HHW Collection Center open to the public for two days per week. Note: Actual hours working for the center will be billed.

6) Additional Services: Collection Events

In addition to the above requirements, the Santa Fe Solid Waste Management Agency may desire to hold additional collection events to increase the collection of Household Hazardous Waste materials.

The following provisions shall be added to the Scope of Work, Section A. General Program Management:

- Provide trained staff, materials, and equipment, as necessary, to perform additional HHW collection events which may be located at the HHW Collection Center or throughout the City of Santa Fe or Santa Fe County. Meet with Agency staff prior to any event to determine what materials and personnel will be required for each event.
- Work with a liaison of the Agency to coordinate any events to be located off-site with the community.
- Provide a written site safety and spill response plan for off-site collection events.
- Transport all HHW collected during off-site events to the HHW Collection Center and sort, segregate, and pack the material as necessary after it arrives at the site.
- Meet with Agency staff, as needed, to coordinate collection event schedules and develop a budget for each collection event.
- For off-site collection events:
 - Be responsible for the set up and take down of those portions of the collection site devoted to collection, handling, and transportation of the collected wastes.
 - Provide, set-up, and take down traffic cones and other traffic direction devices as necessary to assure safe traffic movement at the collection event site.
 - Be responsible for ensuring that tents are available for all areas where materials will be unloaded, packaged, or placed to prevent contamination of rainwater, hence contamination of storm drains. If collected materials or work area ground covers are exposed to the rain, the Contractor shall contain and collect all contaminated water. If collected water is determined to be a hazardous waste, it shall be managed as a hazardous waste.

- Supply ground cover sufficient to prevent waste and absorbent from contacting the pavement/ground and to prevent spills from entering storm drains. All waste packing areas will be surrounded with spill berms. The size of the bermed area shall be large enough to contain at least three times the volume of the largest container in the packing area.
- Seal all storm drains at the collection sites that could potentially become contaminated due to an accidental spill.
- Provide a decontamination area for workers to remove their protective clothing prior to leaving the work area. No protective clothing shall be worn outside the work area, unless in response to an emergency.
- Provide a monthly accounting in a spreadsheet with the monthly invoice that details the costs for staffing and materials to provide each of the following services:
 - Collection Events

7) Additional Services: Conditionally Exempt Small Quality Generator (CESQG) Waste

In addition to the above requirements, the Santa Fe Solid Waste Management Agency may desire to accept and receive waste from Conditionally Exempt Small Quantity Generators (CESQGs).

The following provisions shall be added to the Scope of Work, Section A. General Program Management:

- Allow businesses to make drop-off appointments to dispose through the toll free phone number.
- Provide a minimum availability of at least one day monthly for CESQGs to bring their waste to the HHW Collection Center. The CEG customers shall pay the cost of processing, transportation, and disposal directly to the Contractor at the rates shown in Table 1 of Part II of this Agreement, and the Agency, City, and County shall not be billed therefore.
- Require that each event or facility user fill out a Survey and/or Certification Form if they are a CESQG.
- Provide each CESQG with a copy of the Certification Form for the types and amounts of waste that have been accepted.

 Provide a monthly accounting in a spreadsheet with the monthly invoice that details the costs for staffing and materials to provide each of the following services:

o CESQG waste handling

All CESQG waste must be treated in the same manner as household hazardous waste and must conform to all requirements for household hazardous waste in Section 3: Waste Management Methods including, but not limited to, Ten Day Transfer Facilities requirements and Treatment, Storage, and Disposal Facilities and Recycling Facilities requirements. CESQG waste will also be manifested in the same manner as other types of waste collected and shipped from the HHW Collection Center.

ATTACHMENT 2 - Living Wage Ordinance

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Living Wage Ordinance

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MEMORANDUM

To: SFSWMA Joint Powers Board

From: Randall Kippenbrock, P.E., Executive Director

Date: November 9, 2012

Subject: Request for Approval to Amend the By-Laws and Operating Procedures for the

Solid Waste Advisory Committee.

BACKGROUND & SUMMARY:

On August 16, 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 conducted by the SWAC members. In general, the changes to the by-laws and operating procedures include the following:

- two officers consisting of a chairperson and vice-chairperson from the SWAC and elected by the SWAC;
- nominations and elections of officers;
- · participation must be in person;
- · no voting permitted by proxy;
- · language for removal of members;
- language for standing and ad-hoc committees; and
- language for amendment of by-laws.

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 August 16, 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 November 15, 2012)

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.

3. MEMBERSHIP

As listed below, there are 16 different sectors represented on the SWAC by 21 individuals:

Sector	Number of Representatives
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 Campanas Area	1

Representatives from sectors D through P shall serve a term of two (2) years commencing January 1, 2012. Such representatives may, at end of their term, request re—appointment to the SWAC by the SFSWMA governing Board of Directors.

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.

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, 2012.
- 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.
- 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.

Page 2

- 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 August 16, 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 August 16, 2012 November 15, 2012)

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.

3. MEMBERSHIP

-As listed below, there are 16 different sectors represented on the SWAC by 21 individuals:

Sector	Number of Representatives
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 Campanas Area	1

Representatives from sectors D through P shall serve a term of two (2) years commencing

January 1, 2012. Such representatives may, at end of their term, request re—appointment to the SWAC by the SFSWMA governing Board of Directors.

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.

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 bylaws.
- 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, 2012.
- 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.

75. MEETINGS

- 75.1 Tentative agenda, time, and location for the next SWAC meeting[s] shall be set at the end of each meeting.
- <u>75.2</u> Minutes shall be a summary of the actual discussions and proceedings that transpired at the SWAC meeting.
- <u>75.3</u> 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.
- <u>75.4</u> 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.
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Participation must be in person and members may not participate in the meeting through the use of conference telephone or similar communication equipment.

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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 (see Section 7).

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. Anymember 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.

159. 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-of the SFSWMA. 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.

MEMORANDUM

To:

SFSWMA Joint Powers Board

From:

Randall Kippenbrock, P.E., Executive Director

Date:

November 9, 2012

Subject:

Request for Approval of Resolution 2012- , A Resolution Determining Reasonable

Notice for Public Meetings of the Santa Fe Solid Waste Management Agency.

BACKGROUND AND SUMMARY:

On January 14, 2010, the Board approved Resolution 2010-1, A Resolution Determining Reasonable Notice for Public Meetings of the Santa Fe Solid Waste Management Agency, a part of the requirements under the Open Meetings Act. The Open Meetings Act further requires the affected body (Board) to determine at least annually in a public meeting what notice for a public meeting is reasonable when applied to that body.

One change was made from Resolution 2010-1. Paragraph 3 states a Board member may participate in a meeting by conference telephone or other similar communications equipment when it is difficult or impossible for the member to attend the meeting in person. In general, Resolution 2012-____ also includes the following:

- Regular meetings require at least seven days notice in advance of any meeting of a quorum of the Board members.
- Special meetings may be scheduled with at least three days notice prior to the meeting.
- Emergency meetings may be scheduled by the chairperson or majority of the Board with at least a 24-hour advance prior to the emergency meeting. If 24 hours advance notice cannot be given, the notice shall be posted as soon as possible under the circumstances.
- Proposed agendas of all meetings shall be made available before the meetings to Santa Fe
 County and City of Santa Fe.
- Board members shall have the right to have matters placed on the agenda at their request.

ACTION REQUESTED:

Staff recommends approval of Resolution 2012-____, A Resolution Determining Reasonable Notice for Public Meetings of the Santa Fe Solid Waste Management Agency.

Attachment:

Resolution 2012-____, A Resolution Determining Reasonable Notice for Public

Meetings of the Santa Fe Solid Waste Management Agency.

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ATTACHMENT

Resolution 2012-___, A Resolution Determining Reasonable Notice for Public Meetings of the Santa Fe Solid Waste Management Agency

SANTA FE SOLID WASTE MANAGEMENT AGENCY

RESOLUTION NO. 2012-___

A RESOLUTION DETERMINING REASONABLE NOTICE FOR PUBLIC MEETINGS OF THE SANTA FE SOLID WASTE MANAGEMENT AGENCY

WHEREAS, NMSA 1978, § 10-15-1 et. seq., as amended, known as the Open Meetings Act, provides in part that the formulation of public policy or the conduct of business by vote shall not be conducted in closed meetings, and that all meetings of a quorum of members of any board, commission, or other policy-making body of any agency or authority of any county, municipality, district or any political subdivision, held for the purpose of formulating public policy, including the development of personnel policy, rules, regulations, or ordinances, discussion of public business or for the purpose of taking any action within the authority or the delegated authority of any board are declared to be public meetings open to the public at all times, except as otherwise provided in the constitution of New Mexico or the Open Meetings Act; and

WHEREAS, the Open Meetings Act further provides that any meetings at which the discussion or adoption of any proposed resolution, rule, regulation or formal action occurs, and at which a majority or quorum of the body is in attendance, and any closed meeting shall be held only after reasonable notice to the public of its meetings as required by the Open Meetings Act and that the affected body shall determine at least annually in a public meeting what notice for a public meeting is reasonable when applied to that body.

NOW, THEREFORE, BE IT RESOLVED BY THE SANTA FE SOLID WASTE MANAGEMENT AGENCY THAT:

1. Regular, Special and Emergency Meetings shall be held as follows:

- a. Regular Meetings: Regular meetings of the Santa Fe Solid Waste Management Agency (the "Agency") shall be held as determined by the Agency, and notice to the public of any and all regular meetings shall be given at least seven (7) days in advance of any meeting of a quorum of the members of the Agency held for the purpose of taking any action within the authority of the Agency. A notice shall be posted in a conspicuous and appropriate place at the Santa Fe County Courthouse and the Santa Fe City Clerk's Office at least seven (7) days prior to the public meeting, and notice shall be published in a newspaper of general circulation at least seven (7) days before such a meeting. Notice of meetings shall be provided to broadcast stations licensed by the Federal Communications Commission and newspapers of general circulation that have made a written request for such notices.
- b. Special Meetings: Special meetings may be scheduled by the Chairperson or by a majority of the Santa Fe Solid Waste Management Agency Joint Powers Board (the "Board") at such time and place as in the opinion of the Chairperson or a majority of the Board a special meeting should take place to consider and take action on public business. Notice of such special meetings shall be posted in a conspicuous and appropriate place at the Santa Fe County Courthouse and Santa Fe City Clerk's office at least three (3) days prior to the public meeting. Notice of meetings shall be provided to broadcast stations licensed by the Federal Communications Commission and newspapers of general circulation that have made a written request for such notices.

- c. <u>Emergency Meeting</u>: Emergency meetings may be scheduled by the Chairperson or by a majority of the Board to consider any matter which could not have been anticipated and which threatens the health, welfare or safety of the citizens of Santa Fe County if not addressed immediately by the Agency. Emergency meetings may be conducted at a time and place designated by the Chairperson or by a majority of the Board, and notice of such meetings shall be posted in a conspicuous and appropriate place at the Santa Fe County Courthouse and Santa Fe City Clerk's office at least twenty-four (24) hours prior to the emergency meeting, if possible. If twenty-four (24) hours advance notice cannot be given, notice shall be posted as soon as possible under the circumstances. Notice of meetings shall be provided to broadcast stations licensed by the Federal Communication Commission and newspapers of general circulation that have made a written request for notices.
- d. Agendas: Proposed agendas of all meetings shall be made available before the meetings at the office to the Santa Fe County Manager, 102 Grant Avenue and Santa Fe City Clerk's Office, 200 Lincoln Avenue, Santa Fe, New Mexico. Board members shall have the right to have matters placed on the agenda at their request.
- 2. **BE IT FURTHER RESOLVED,** that the Agency may recess and reconvene a meeting to a later day if, prior to recessing, the Agency specifies the date, time and place for continuation of the meeting, and immediately following the recessed meeting posts notice of the date, time and place of the reconvened meeting on or near the door of the place where the original meeting was held and on the public bulletin board at the County

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Courthouse or City Hall. Only matters appearing on the agenda of the original meeting may be discussed at the reconvened meeting.

- 3. **BE IT FURTHER RESOLVED,** that a member of the Board may participate in a meeting of the public body by means of a conference telephone or other similar communications equipment when it is otherwise difficult or impossible for the member to attend the meeting in person, provided that each member participating by conference telephone can be identified when speaking, all participants are able to hear each other at the same time, and members of the public attending the meeting are able to hear any member of the public body who speaks during the meeting.
- 4. BE IT FURTHER RESOLVED, that notwithstanding any provision contained herein, the Agency may establish such additional notice requirements as may be deemed necessary and advisable.

PASSED, APPROVED, AND ADOPTED this	th day of November, 2012.
	SANTA FE SOLID WASTE MANAGEMENT AGENCY
	Approved by:
	Virginia Vigil, Chairperson
Approved as to form:	Attest:
Justin W. Miller, Agency Attorney	Valerie Espinosa, Santa Fe County Clerk

MEMORANDUM

To:

SFSWMA Joint Powers Board Members

From:

Randall Kippenbrock, P.E., Executive Director

Date:

November 8, 2012

Subject:

Request for Approval of 2013 Meeting Calendar.

Staff is requesting the Board approve the following dates for JPB meetings for the 2013 calendar year. The JPB meetings are generally the third Thursday of each month with the exception for January. Staff is also requesting the Board to approve that the JPB have a regular meeting time of 12:00 p.m. and be held at the Santa Fe County Legal County Conference Room (2nd Floor of the County Courthouse). If approved by the Board, staff will notify City and County staff to place the dates on their meeting calendars.

Calendar Year 2013
January 24
February 21
March 21
April 18
May 16
June 20
July 18
August 15
September 19
October 17
November 21
December - No Meeting

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MEMORANDUM

To:

SFSWMA Joint Powers Board

From:

Randall Kippenbrock, P.E., Executive Director

Date:

November 9, 2012

Subject:

Discussion with Possible Action to Hold a Special Meeting to Discuss Options for the

Vertical and Lateral Expansion Components of the Caja del Rio Landfill as Part of the

Permit Renewal and Modification.

Staff will present an update on the landfill permitting project for the Caja del Rio Landfill.

On February 23, 2012, the Board approved a Professional Services Agreement to CDM Smith of Albuquerque, NM, for the engineering design and permitting services for permit renewal, permit modification, landfill vertical and lateral expansion, and Cell 5B/6B design and construction quality assurance for the Caja del Rio Landfill in the amount of \$590,455.00 (RFP No.'12/06/P).

CDM Smith has developed several height and depth options for the current landfill disposal area and the BLM tract of land as part of the vertical and lateral expansion components of the landfill permitting. Staff is requesting a special meeting for the Board to discuss the options and recommend an option for the Agency to take forward. Once an option is identified, CDM Smith will continue with the permit drawings and engineering calculations as required for the permit application.

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