

CITY CLERK'S OFFICE

DATE 3/13/13 TIME 11:38 AM

SERVED BY Randall Kippenbrock

RECEIVED BY [Signature]

**AGENDA**

**REGULAR MEETING**

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

**MARCH 21, 2013**

**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 - February 21, 2013**
- V. Matters from the Public**
- VI. Matters from the Executive Director**
  - (A) Request for Approval of Professional Services Agreement with SAIC Energy, Environmental & Infrastructure, LLC of Austin, TX, for Professional Services for the Solid Waste Assessment and Management Study for the Santa Fe Solid Waste Management Agency, the City of Santa Fe, and Santa Fe County in the Amount of \$406,966.00 (RFP No. '13/16/P).
  - (1) Approval of Budget Increase from 5500.100700 (Cash) to 52501.510300 (Professional Services) in the Amount of \$ 119,883.00.
  - (B) Request for Approval of Fiscal Year 2013-14 Budget.
- VII. Matters from Staff**
- VIII. Matters from the Board**
- IX. Next Meeting Date: Thursday, April 18, 2013**
- X. Adjournment**

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

SUMMARY INDEX  
SOLID WASTE MANAGEMENT AGENCY  
JOINT POWERS BOARD MEETING  
March 21, 2013

<u>ITEM</u>	<u>ACTION</u>	<u>PAGE</u>
CALL TO ORDER & ROLL CALL	Quorum	1
APPROVAL OF THE AGENDA	Approved	1-2
APPROVAL OF THE MINUTES FOR REGULAR MEETING – FEBRUARY 21, 2013	Approved	2
MATTERS FROM THE PUBLIC	None	2
<u>MATTERS FROM THE EXECUTIVE DIRECTOR</u>		
REQUEST FOR APPROVAL OF PROFESSIONAL SERVICES AGREEMENT WITH SAIC ENERGY, ENVIRONMENTAL & INFRASTRUCTURE, LLC OF AUSTIN, TX, FOR PROFESSIONAL SERVICES FOR THE SOLID WASTE ASSESSMENT AND MANAGEMENT STUDY FOR THE SANTA FE SOLID WASTE MANAGEMENT AGENCY, THE CITY OF SANTA FE, AND SANTA FE COUNTY IN THE AMOUNT OF \$406,966.00(RFP NO. '13/16/P)	Approved	2-3
APPROVAL OF BUDGET INCREASE FROM 5500.100700 (CASH) TO 52501.510300 (PROFESSIONAL SERVICES) IN THE AMOUNT OF \$119,883.00	Approved	2-3
REQUEST FOR APPROVAL OF FISCAL YEAR 2013-14 BUDGET	Postponed to 04-18-2013	4-9
MATTERS FROM STAFF	Information	9
MATTERS FROM THE BOARD	Information	9
NEXT MEETING DATE – Thursday, April 18, 2013		9
ADJOURNMENT		10

SFC CLERK RECORDED 05/07/2013

**SOLID WASTE MANAGEMENT AGENCY  
JOINT POWERS BOARD MEETING  
Legal Conference Room  
Santa Fe County Courthouse  
March 21, 2013**

SEC CLERK RECORDED 05/07/2013

**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 Councilor Peter N. Ives, Chair, on Thursday, March 21, 2013, 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:**

Councilor Peter N. Ives, Chair  
Councilor Bill Dimas  
Commissioner Kathy Holian  
Commissioner Daniel Mayfield  
Councilor Christopher M. Rivera

**MEMBERS ABSENT:**

Commissioner Miguel Chavez, Vice-Chair

**STAFF PRESENT:**

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

There was a quorum of the membership in attendance..

**III. APPROVAL OF THE AGENDA**

**MOTION:** Commissioner Mayfield moved, seconded by Commissioner Holian, to approve the Agenda as presented.

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

#### **IV. APPROVAL OF THE MINUTES FOR REGULAR MEETING – FEBRUARY 21, 2013**

**MOTION:** Commissioner Holian moved, seconded by Councilor Rivera, to approve the minutes of the regular meeting of February 21, 2013, as presented.

**VOTE:** The motion was approved on a voice vote, with Commissioner Holian, Commissioner Mayfield and Councilor Rivera voting in favor of the motion, no one voting against and Councilor Dimas abstaining.

#### **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 SAIC ENERGY, ENVIRONMENTAL & INFRASTRUCTURE, LLC OF AUSTIN, TX, FOR PROFESSIONAL SERVICES FOR THE SOLID WASTE ASSESSMENT AND MANAGEMENT STUDY FOR THE SANTA FE SOLID WASTE MANAGEMENT AGENCY, THE CITY OF SANTA FE, AND SANTA FE COUNTY IN THE AMOUNT OF \$406,966.00(RFP NO. '13/16/P).**
  - (1) APPROVAL OF BUDGET INCREASE FROM 5500.100700 (CASH) TO 52501.510300 (PROFESSIONAL SERVICES) IN THE AMOUNT OF \$119,883.00.**

Mr. Kippenbrock presented information regarding this matter from his Memorandum of March 12, 2013, 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.

Ms. Padilla noted that the MOU has gone through the PUC, Finance and the City Council, noting she is really excited about the process.

Commissioner Mayfield said Santa Fe County had a Solid Waste Task Force Advisory Committee to study issues surrounding the transfer stations and how they destroy their trash in

conjunction with Caja del Rio and the BuRRT facilities. He said this was brought up at one of the County Commission meetings, and he recommended that this study should look at the recommendations of the County's Task Force, so services wouldn't be duplicated, and perhaps there could be cost savings there. He said they did a lot of work through the Solid Waste Task Force, noting the minutes are public and can be provided to the contractor. He asked that be included in the scope. He said he understands the New Mexico Highlands University had a large project on its solid waste operation some time ago, and suggested that this study might also look at that. He said, "I would ask again that these contractors look at our Task Force Notes so those services aren't reduplicated and we aren't paying for something that's already been done."

Chair Ives asked how the Task Force summarized its results, noting that information should be easy to provide.

Commissioner Mayfield said the Task Force had recommendations which were presented to the County Commission, noting all of the recommendations weren't adopted. He said, "Again, I just don't want to have these services reduplicated if they were already done [as set out] in our minutes."

Chair Ives said that sounds reasonable, and asked that information be provided to Mr. Kippenbrock so it can be considered in terms of SAIC's work.

Craig O'Hare, County Public Works Department, said he will be the project manager for this for the County, and looks forward to working with the City. He has been in touch with SAIC when they were in negotiations, to make sure that the task force recommendations are considered and there is not duplicating the wheel. He looks forward to working with the City on this matter.

**MOTION:** Councilor Rivera moved, seconded by Commissioner Mayfield, to approve Item VI(A) as presented, with the recommendations of Commissioner Mayfield.

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

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

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

**(B) REQUEST FOR APPROVAL OF FISCAL YEAR 2013-14 BUDGET**

Randall Kippenbrock, Executive Director , presented information regarding this matter from his Memorandum dated March 13, 2013, 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.

***The Board commented and asked questions as follows:***

- Commissioner Mayfield noted the new position, Environmental, Health, Safety & Training Administrator, and asked how is this being handled currently.

Mr. Kippenbrock said currently it is being done by a committee of managers and himself contributing to the program, noting the task is doing done by multiple people.

- Commissioner Mayfield asked if we are in compliance.

Mr. Kippenbrock said it has been difficult to stay in compliance – to do the training in a timely manner, and such.

- Commissioner Mayfield asked if there are union representatives on the committee, or if it is just senior management.

Mr. Kippenbrock said it's not so much on the committee itself, but they implement the program using the Landfill Manager, the BuRRT Manager, Human Resources Officer, himself – anybody they can utilize. He said sometimes they use an outside consultant to try to maintain compliance. He said we do get behind from time to time trying to stay up, mostly with the training.

- Commissioner Mayfield asked the cost of the outside consultant.

Mr. Kippenbrock said they haven't utilized a consultant in this fiscal year, and right now, using senior management, there has been no cost but his time.

- Commissioner Mayfield said then we have provided safe training for all of our employees and we haven't been red-tagged for non-compliance.

Mr. Kippenbrock said, "I'm going to say that we're fragile on this, because we are trying to maintain all of the training in a timely manner. That's my main concern."

- Commissioner Mayfield said he understands the City is the fiscal agent for SWMA, and asked the increases for employees for SWMA, and if there will be big increases in PERA, health insurance and such. He asked if Mr. Kippenbrock is accounting for that in the budget.

Mr. Kippenbrock deferred to Angelica Salazar to answer the question.

Angelica Salazar said as an employer, SWMA would be subject to anything that PERA gets in legislation. She said the City is self funded and self-insured.

- Commissioner Mayfield said he at looking for the 2% salary increase, and if it will cover the increases in benefits.

*[Ms. Salazar's remarks here are inaudible].*

- Commissioner Mayfield asked if the increase will be revenue neutral and just cover the benefit increases, or will they see some take-home pay.

Ms. Salazar said she is unsure what PERA is going to do, noting she understands PERA will be looking to increase the employer's and employee's contribution by 2%, but that legislation is still in the works.

- Commissioner Mayfield asked, regarding health benefits, if this is taken care of already on the City's side, and Mr. Kippenbrock said yes.
- Commissioner Mayfield asked if the non-union positions are receiving the 2% increase, and what are the non-union positions.

Mr. Kippenbrock said the non-union positions include himself, Landfill Manager, BuRRT Site Manager, Accounts Coordinator and *[inaudible]* manager, Equipment Supervisor, Landfill Superintendent, BuRRT Superintendent and the HR Officer.

- Commissioner Mayfield asked for a dollar amount for those positions, and asked what page those are in the packet.

Mr. Kippenbrock said no, he just had this information on the side for his record.

- Commissioner Mayfield asked if there is an Executive Summary of the budget, and asked if this is an action item today.

Mr. Mayfield said yes.

- Commissioner Mayfield said we weren't given an executive summary of dollar amounts for management and non-management.

Mr. Kippenbrock said it will be provided if it is requested.

- Mr. Mayfield said, "I am requesting it."
- Councilor Rivera asked if the salary increases are in the current union contract, and if they been negotiated already, or if Mr. Kippenbrock is in the process of negotiation.

Mr. Kippenbrock said he is in the process of negotiation. He said this is what has been done historically. He said if the Board is uncomfortable in approving the portion for merit and COLA until the contract is in place, he fully understands that.

- Councilor Rivera asked Mr. Kippenbrock, when he negotiates a contract, if he has direction from the Board with regard to salary increases, or if he has been free to do whatever he thinks is fair.

Mr. Kippenbrock said his intent is to bring the contract to the Board for review in subsequent meetings for approval.

- Councilor Rivera said, "So you're negotiating these, which includes an increase for you, with no direction from this Board about where the budget in general is going. Is that correct."

Mr. Kippenbrock said yes.

- Councilor Rivera said, "I think I'm going to agree with Commissioner Mayfield. I think we probably should have an executive session at the next meeting, and maybe we can discuss this again in executive session and give direction from the Board before anything actually comes to the Board for approval."
- Chair Ives asked if he is speaking in terms of the union contract.
- Councilor Rivera said, "In terms of, specifically, increases I guess."
- Chair Ives said, looking at page 114, in the budget items for COLA and merit, they appear to be listed at \$20,243 for COLA and merit at \$19,684, which are different from the figures on page 110 and the top of 111. He asked if he is misunderstanding those figures.



Mr. Kippenbrock said, "The total that you see at the bottom of page 114, \$45,117, is actually... we have COLA in our landfill operating budget on page 113, and the COLA in the BuRRT Recycling Budget at the top of page 114. It is a summation of those two numbers."

- Chair Ives asked, in terms of moving forward, if it makes sense to approve the budget with the exception of those particular items which currently are in negotiation, and should be considered by the Board subsequently. He asked what is the urgency of moving the budget forward.

Mr. Kippenbrock said the base budget should be adopted, and as indicated in his Memo, it is for consideration with or without amendment to the proposed budget. He said it is more than fair if the Board wants to remove the COLA and merit at this time until we have a contract in place, or know what direction we're going with that. And it is up to the Board as to how they want to look at the proposed expansion which is the administrative position.

**MOTION:** Commissioner Holian moved, seconded by Councilor Dimas, to approve the Fiscal Year 2013-14 Budget, as presented, without the COLA and merit increases.

**DISCUSSION:** Councilor Rivera asked if the maker would accept a friendly amendment to go into executive session at the next meeting to discuss that particular item.

Commissioner Holian said she would, but she doesn't think we need an amendment to do that, we can just ask the Chair to schedule an executive session.

Commissioner Mayfield said he recalls last year and the year before that we had a budget discussion before we were asked to take action – at least one round of budgetary discussion before there was a budget on the table for approval. He said it is difficult to have a budget given to us to approve immediately, commenting "we're not pressed to have this budget done." He said here we are being asked to approve a budget without discussing it. He said he will ask for an agenda item at the next meeting to provide that in the future that we at least have one budget review before approving a budget. He thinks that's standard practice on any joint board between the City and County government. He thinks this is how we did it last year.

Justin Miller said, "I don't remember last year specifically, but I believe it was the same process. The Executive Director presented the proposed budget to the Board and the Board had the opportunity to talk about it and consider it. That's what I remember."

Chair Ives said he doesn't oppose doing things as Commissioner Mayfield has suggested. He said it might behoove us to set aside ½ of a meeting next Spring to review a proposed budget, and hear from anybody who is interested, and handle it that way before moving it forward for approval. He

said we can take account of the time needed to do that in any way that makes sense. He said, "We can certainly do that, and that too could be done simply by making sure we have the agenda done in that fashion. I'm not sure we need a motion. I'm certainly happy to work with a consensus and get it done that way. It seems like everybody is nodding their heads around the table."

**MOTION:** Commissioner Mayfield moved, seconded by Councilor Rivera, to postpone Item VI(B) to the next meeting of SWMA on April 18, 2013.

**VOTE:** The motion was approved on a voice vote, with Commissioner Mayfield, Councilor Rivera and Councilor Dimas voting in favor of the motion and Commissioner Holian voting against.

Chair Ives said then we'll take that up in the next meeting and go into executive session to look at merit pay and COLA increases for the Agency. He encouraged everyone to study the budget prior to the next meeting, noting it is a flat budget which is what the City is asking as well.

Commissioner Mayfield asked Mr. Kippenbrock if he currently is in contract negotiations with the union and Mr. Kippenbrock said yes.

Chair Ives said once that is worked out it will come back to the Board for approval, and asked Mr. Kippenbrock the timing on negotiations.

Mr. Kippenbrock said he will share the information he has so far at the next Board meeting, and get direction from the Board on the compensation side.

Chair Ives asked the status of negotiations, and Mr. Kippenbrock said it is still early.

Chair Ives said then presumably we won't have an agreement by the next meeting and Mr. Kippenbrock said that is correct.

Commissioner Mayfield said the 2% is built into the COLA and it was already the baseline negotiation.

Mr. Kippenbrock said the 2% is based on the CPI from the Bureau of Labor Statistics, the BLS, and it is based on the prior year. He said we got the information from the prior year in February and it came out to 2%.

Commissioner Mayfield asked the amount of the last negotiated increase.

Mr. Kippenbrock said last year it was approximately 3% COLA, noting it is based on the CPI index. He said the two prior years there was no COLA.

Councilor Rivera asked if non-union personnel receive the same increase, and Mr. Kippenbrock said yes.

Chair Ives said he would a copy of last year's union contract, and asked that it be circulated as part of the packet for the next meeting.

**Councilor Rivera would like that information by email before the meeting.**

Commissioner Mayfield would like the spreadsheet to be sent electronically as well.

## VII. MATTERS FROM STAFF

Cindy Padilla, Director, City Environmental Services Division, introduced Manual Sanchez, Administrative Manager of the Division, noting it is his third day, and they are excited to have him on board at the City.

Ms. Padilla said they currently are interviewing candidates for the Recycling Supervisor position. She said they are "turning the corner" on management positions so they can look at supervision. She said she is excited about the health & safety position at the landfill, and said it something they need to take very seriously. She said there is no safety coordinator in the City Environmental Services Division, although they would very much like to have one, noting the supervisors do the training.

Chair Ives welcomed Mr. Sanchez.

## VIII. MATTERS FROM THE BOARD

Commissioner Holian thanked Mike Smith for his service with SWMA. She said she is sorry he is leaving and wishes him good luck in his future endeavors.

Mr. Smith said he is going to accept a position with Friedman Recycling, as the Sourcing Representative, which means "I will be trying to find tons."

Chair Ives wished him good luck.


**IX. NEXT MEETING DATE – Thursday, April 18, 2013**

**X. ADJOURNMENT**

**MOTION:** Commissioner Holian moved, seconded by Councilor Dimas, to adjourn the meeting.

**VOTE:** The motion was approved unanimously on a voice vote, and the meeting was adjourned at approximately 12:45 p.m.

**APPROVED BY:**

  
Peter N. Ives, Chair

**ATTESTED TO:**

Yolanda Y. Vigil City Clerk

**SUBMITTED BY:**

*Melessia Helberg*  
Melessia Helberg, Board Stenographer




COUNTY OF SANTA FE )  
STATE OF NEW MEXICO ) ss

SOLID WASTE MINUTES  
PAGES: 11

I Hereby Certify That This Instrument Was Filed for  
Record On The 7TH Day Of May, 2013 at 02:25:10 PM  
And Was Duly Recorded as Instrument # **1704807**  
Of The Records Of Santa Fe County

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

# MEMORANDUM

To: SFSWMA Joint Powers Board Members  
From: Randall Kippenbrock, P.E., Executive Director   
Date: March 12, 2013  
Subject: Request for Approval of Professional Services Agreement with SAIC Energy, Environmental & Infrastructure, LLC of Austin, TX, for Professional Services for the Solid Waste Assessment and Management Study for the Santa Fe Solid Waste Management Agency, the City of Santa Fe, and Santa Fe County in the Amount of \$406,996.00 (RFP No. '13/16/P).

## BACKGROUND & SUMMARY:

The Agency issued Request for Proposal No. '13/16/P on November 21, 2012, for professional services for the solid waste assessment and management study for the Santa Fe Solid Waste Management Agency, the City of Santa Fe, and Santa Fe County. Five firms responded to the request for proposals on December 21, 2012, and are listed below:

Crowe Horwath  
Engineering Solutions & Design  
Gershman, Brickner & Bratton (GBB)  
SAIC Energy, Environmental & Infrastructure, LLC (SAIC)  
Zia Engineering & Environmental Consultants

The purpose of the solid waste assessment and management study is to conduct a comprehensive operational and financial assessment of the three governmental entities' solid waste operations to ensure the entities are operating in as cost effective manner as possible while providing a level of service that meets the needs of the citizens of Santa Fe. This includes providing cost effective and efficient recycling services that encourage diversion of materials from the Agency's landfill in the most economical manner as practical.

The evaluation criteria consisted of overall qualifications (20%); capacity and capability (20%); similar past projects (20%); familiarity with Santa Fe (10%); project approach (10%); project timeline (10%); and innovativeness (10%). It was the objective of the selection committee to select the most qualified firm to perform this service. The committee evaluated the proposals, interviewed the four top firms, and selected SAIC as the most qualified firm to provide professional services listed in the request for proposals.

Staff members from the Agency, the City of Santa Fe and Santa Fe County entered into contract negotiations with SAIC for the project on January 22, 2013. The Scope of Services is in Exhibit A of the Professional Services Agreement and includes the following tasks for each entity: Agency tasks - 1) cost effective options for the Caja del Rio Landfill, the Buckman Road Recycling and Transfer Station (BuRRT), the MRF, recycling programs, education and outreach program, green waste composting operation, and reuse center; 2) evaluation of program for food

waste composting, the Agency's organization structure and staffing requirements, heavy equipment inventory and repair requirements, and rate structure; City of Santa Fe tasks - 3) cost effective options for the residential recycling curbside collection program and glass recycling program; 4) evaluation of the City of Santa Fe's organization structure and staffing requirements, current billing system, services for new and existing accounts, solid waste collection operation, recycling collection, heavy vehicle maintenance and inventory programs, container status, flow control options, language in the City's Land Use Code, Santa Fe Beautiful, Sustainable Santa Fe, aggressive waste reduction and recycling targets, and rate structure; for the Santa Fe County tasks - 5) cost effective options for solid waste services for residents and businesses, to pursue initiatives listed in the 2010 Comprehensive Solid Waste Management Plan, requiring residents to receive collection services in unincorporated areas, convenience centers, and green waste management; 6) evaluation of unincorporated areas, policy and planning, flow control options, numerical level of service, areas not receiving curbside service, aggressive waste reduction and recycling targets, and rate structure.

The study will include field observations at the landfill, the BuRRT facility, the City's residential and commercial collection routes, and the County's transfer stations.

SAIC will provide the entities with a series of findings and recommendations that will allow the entities to operate in a manner that promotes synergy while increasing diversion in a cost effective manner.

SAIC will provide the services for \$406,996.00. The following is the cost allocation of the project for the entities:

<b>Entity</b>	<b>Cost Allocation</b>
Agency	\$119,883.00
City of Santa Fe	\$197,562.00
Santa Fe County	\$89,551.00
<b>Total Project Cost</b>	<b>\$406,996.00</b>

Both the City of Santa Fe and Santa Fe County have committed to fund the scope of services related to their operations and approximately one-third of the system-wide cost. The Agency will be the contract administrator for the project.

#### **ACTION REQUESTED:**

Agency staff recommends approval of Professional Services Agreement with SAIC in the amount of \$406,996.00 for professional services for the solid waste assessment and management study for the Santa Fe Solid Waste Management Agency, the City of Santa Fe, and Santa Fe County. The Agency, the City of Santa Fe and Santa Fe County will be responsible for its cost allocation of the project. The allocation for the Agency is \$119,883.00.

Agency staff also requests approval of budget increase from 5500.100700 (Cash) to 52501.510300 (Professional Services) in the amount of \$119,883.00.

Attachments: 1) Budget Adjustment Request  
2) Professional Services Agreement with SAIC  
3) RFP No.'13/16/P

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**ATTACHMENT**

**Budget Adjustment Request**



# City of Santa Fe, New Mexico

## BUDGET ADJUSTMENT REQUEST (BAR)

DEPARTMENT NAME SANTA FE SOLID WASTE MANAGEMENT AGENCY				DATE 3/21/2013
ITEM DESCRIPTION	B.U. / LINE ITEM	SUBLEDGER <small>(Finance Dpt. Use Only)</small>	INCREASE	DECREASE
PROFESSIONAL SERVICES	52501.510300		119,883.00	
				\$ -

**Budget increase to be funded from 5500.100700(Cash reserves SFSWMA Operating Fund) to fund the Agency's**

share of RFP"13/16/P-Solid Waste Assessment and Management Study with SAIC Energy, LLC

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

**ATTACHMENT**

**Professional Services Agreement**

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

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

1. SCOPE OF SERVICES

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

2. STANDARDS OF PERFORMANCE; LICENSES

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

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

3. COMPENSATION

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

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

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

D. Detailed statements containing reimbursement expenses shall be itemized.

4. APPROPRIATIONS

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

5. TERM AND EFFECTIVE DATE

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

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

6. TERMINATION

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

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

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

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

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

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

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

8. CONFIDENTIALITY

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

9. CONFLICT OF INTEREST

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

10. ASSIGNMENT; SUBCONTRACTING

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

11. RELEASE

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

12. INSURANCE

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

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

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

13. INDEMNIFICATION

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

14. NEW MEXICO TORT CLAIMS ACT

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

15. THIRD PARTY BENEFICIARIES

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

16. RECORDS AND AUDIT

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



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

17. APPLICABLE LAW; CHOICE OF LAW; VENUE

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

18. AMENDMENT

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

19. SCOPE OF AGREEMENT

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

20. NON-DISCRIMINATION

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

21. SEVERABILITY

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

22. NOTICES

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

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

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

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

SANTA FE SOLID WASTE  
MANAGEMENT AGENCY:

\_\_\_\_\_  
Peter Ives  
Chairperson

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

ATTEST:

\_\_\_\_\_  
Yolanda Y. Vigil  
Santa Fe City Clerk

CONTRACTOR:

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

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

APPROVED AS TO FORM:

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

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

**EXHIBIT A**

**SAIC**

**Scope of Work  
for**

**Solid Waste Assessment and Management Study**

**for the**

**Santa Fe Solid Waste Management Agency**

**City of Santa Fe**

**and**

**Santa Fe County**

**RFP No. '13/16/P**

## Memorandum



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

From: Dave Yanke, SAIC

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

Date: March 8, 2013

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

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

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

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

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

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



## **Scope of Services**

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

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

**2. Conduct operational assessment of Caja del Rio Landfill <sup>(1)</sup>**

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

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

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

### **3. Conduct operational assessment of BuRRT facility <sup>(1)</sup>**

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

### **4. Assessment of Solid Waste Management Agency (Non Landfill or BuRRT related activities) <sup>(2)</sup>**

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

### **5. Evaluate Alternative Options**

#### **Evaluate Viability of Future Programs**

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

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<sup>2</sup> Will require 1 consultant on-site for 1-2 days

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

**Evaluate Out of County Waste**

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

*Contingency:*

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



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

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

**B. City of Santa Fe**  
**Scope of Services**

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

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

**2. Conduct Operational Assessment of Residential Collection <sup>(1)</sup>**

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

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

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

### **3. Conduct Operational Assessment of Commercial Collection <sup>(1)</sup>**

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

### **4. Review Non-collection Activities**

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

## 5. Review Solid Waste Administrative Function

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

## 6. Evaluate Alternative Options

### Evaluate Viability of Future Programs

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

**Table 2 | City of Santa Fe  
Labor Budget**

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

**C. Santa Fe County**  
**Scope of Services**

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

- Convenience Centers/ Transfer Stations
  - 7 locations
  - Municipal solid waste
  - Recyclables
  - Other Materials
  - Education and Outreach
- Evaluate current rate structure
  - Fee
  - Punch card
  - Other

**2. Operational Assessment of Convenience Centers/ Transfer Stations**

- Review County's existing operational analysis (staffing, equipment, hours of operation, etc.)
- Benchmark operational performance<sup>1</sup>
- Provide additional analysis, recommendations and/or affirm County's existing operational recommendations for Convenience Centers/ Transfer Stations

**3. Identify County's Service Levels and Material Flow (curb-side collection)**

- Identification of private haulers
- Survey private haulers
  - Areas served
  - Level of service
  - Volume and final destination of material
  - Pricing
- Survey regional landfills (in contiguous counties, if applicable)
- Collect information from New Mexico Environment Department relevant to waste flow
- Summarize operational information for County (non-City) residents and businesses
  - Area served

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<sup>1</sup> Cochise County, AZ; Pima County, AZ and others

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

#### **4. Evaluate Options for Franchising County Collection<sup>2</sup>**

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

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

#### **5. Review County Administrative Functions<sup>3</sup>**

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

#### **6. Evaluate Alternative Options**

##### **Evaluate Viability of Future Programs**

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

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

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

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



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

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

## **D. Santa Fe Systemwide Issues**

# **Scope of Services**

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### **1. Review Education and Outreach Programs**

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

### **2. Evaluate Flow Control**

- Evaluate the rationale of flow control for Santa Fe
- Identify advantages and disadvantages of implementing flow control

Items to be considered include, but are not limited to:

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

### **3. Consolidation of Entities or Overlapping Activities**

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

### **4. Meetings**

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

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

**Table 4 | Santa Fe Systemwide Issues  
Labor Budget**

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

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

		SAIC					
		Dave Yanke	Scott Pasternak	Jessica Terry	David Gregory	Veronica Roof	Justin Stockdale
A. Agency							
	Operations assessments (days in field)	4			4		2
	Agency meetings	2			1		2
	SWAC meetings	2			1		2
B. City							
	Operations assessments (days in field)	3		4	3		
	City meetings	3		3			
C. County							
	Operations assessments	1		1			2
	Franchise issues	2				1	
	County meetings	2					2
D. Systemwide							
	Meetings <sup>(1)</sup>	4		2	1	1	6
	Total meetings/days in field	23		10	10	2	16
	Number of trips	12		4	3	1	N/A
1. Includes kick-off meeting – Dave Yanke, Jessica Terry and Justin Stockdale							

1. Includes kick-off meeting – Dave Yanke, Jessica Terry and Justin Stockdale

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

**Table 6 | Total Santa Fe Project  
Allocation of Project Costs**

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

Notes:

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

**ATTACHMENT**

**RFP No. '13/16/P**

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

**"REQUEST FOR PROPOSALS"**

**PROFESSIONAL CONSULTING SERVICES**

**for**

**SOLID WASTE ASSESSMENT AND MANAGEMENT STUDY**

**for**

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

**RFP No. '13/16/P**

**PROPOSAL DUE:**

**DECEMBER 21, 2012**

**2:00 P.M.**

**PURCHASING OFFICE**

**CITY OF SANTA FE**

**2651 SIRINGO ROAD, BUILDING "H"**

**SANTA FE, NEW MEXICO 87505**



## TABLE OF CONTENTS

<b>PROPOSAL SCHEDULE.....</b>	<b>3</b>
<b>INFORMATION FOR OFFERORS .....</b>	<b>4</b>
RECEIPT OF PROPOSALS.....	4
COPIES OF REQUEST OF PROPOSALS.....	4
ACKNOWLEDGEMENT OF RECEIPT.....	4
PREPARATION OF PROPOSAL .....	5
CORRECTION OR WITHDRAWAL OF PROPOSALS.....	5
INTERPRETATIONS AND ADDENDA.....	5
LAWS AND REGULATIONS.....	6
DISCLOSURE OF PROPOSAL CONTENTS .....	6
PROPOSAL EVALUATION .....	6
FINALIZE CONTRACT .....	7
CONTRACT AWARD.....	7
REJECTION OR CANCELLATION OF PROPOSALS.....	7
PROTESTS AND RESOLUTIONS PROCEDURES.....	7
CHANGE IN CONTRACTOR REPRESENTATIVES.....	7
AGENCY RIGHTS .....	7
RIGHT TO PUBLISH .....	8
OWNERSHIP OF PROPOSALS .....	8
ELECTRONIC MAIL ADDRESS REQUIRED.....	8
COMPLIANCE WITH CITY'S MINIMUM WAGE RATE ORDINANCE (LIVING WAGE ORDINANCE).....	8
PREFERENCES IN PROCUREMENT .....	8
<b>DEFINITIONS AND TERMS .....</b>	<b>10</b>
<b>SPECIAL CONDITIONS .....</b>	<b>12</b>
GENERAL.....	12
ASSIGNMENT.....	12
VARIATION IN SCOPE OF WORK .....	12
DISCOUNTS.....	12
TAXES.....	12
INVOICING .....	12
METHOD OF PAYMENT .....	13
DEFAULT .....	13
NON-DISCRIMINATION .....	13
NON-COLLUSION.....	13
BRIBES, GRATUITIES AND KICKBACKS .....	13
<b>BACKGROUND .....</b>	<b>14</b>
INTRODUCTION .....	14
SANTA FE SOLID WASTE MANAGEMENT AGENCY – BASIC SERVICES.....	14
CITY OF SANTA FE – BASIC SERVICES .....	16

SANTA FE COUNTY – BASIC SERVICES .....	17
SCOPE OF SERVICES.....	18
AGENCY TASKS .....	18
CITY TASKS.....	19
COUNTY TASKS .....	20
WORK PLAN TASKS .....	21
ADDITIONAL TASKS / SUBMITTALS.....	22
PROPOSAL SUBMITTAL REQUIREMENTS.....	23
EVALUATION CRITERIA & WEIGHTED VALUES .....	25
APPENDIX A. ACKNOWLEDGEMENT OF RECEIPT FORM.....	28
APPENDIX B. CAMPAIGN CONTRIBUTION DISCLOSURE FORM.....	30
APPENDIX C. LIVING WAGE ORDINANCE .....	33
APPENDIX D. RESIDENT VETERANS PREFERENCE CERTIFICATION .....	35
APPENDIX E. SAMPLE CONTRACT.....	38

## **NOTICE OF REQUEST FOR PROPOSALS**

**RFP No. '13/16/P**

Competitive sealed proposals will be received by the City of Santa Fe Purchasing Office, 2651 Siringo Road, Building "H", Santa Fe, New Mexico 87505 until **2:00 P.M. local prevailing time on Friday, December 21, 2012.** Any proposal received after this deadline will not be considered. This proposal is for the purpose of procuring professional consulting services for the following:

### **PROFESSIONAL CONSULTING SERVICES**

**for**

### **SOLID WASTE ASSESSMENT AND MANAGEMENT STUDY**

**for**

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

A **mandatory** pre-proposal meeting will be held at 10:00 a.m. MDT, December 3, 2012, at the Nancy Rodriguez Community Center in the Traditional Village of Agua Fria, 1 Prairie Dog Loop, Santa Fe, NM 87507. Failure of a Offeror to be present for the entire meeting shall render the Offeror to be deemed nonresponsive and their proposal shall not be considered. It is the Offeror's responsibility to determine who attends and represents the Offeror related firm. One person cannot represent more than one Offeror.

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

Offerors may participate in an optional tour(s) of the facilities on December 3, 2012, after the pre-proposal meeting.

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

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

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

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

  
\_\_\_\_\_  
Robert Rodarte, Purchasing Officer

Received by the Santa Fe New Mexican Newspaper on: 11/16/12

To be published on: 11/21/12

Received by the Albuquerque Journal Newspaper on: 11/16/12

To be published on: 11/21/12

## PROPOSAL SCHEDULE

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

<u>EVENT</u>	<u>DATE</u>
1. Advertisement :	November 21, 2012
2. Issuance of RFP:	November 21, 2012
3. Mandatory Pre-Proposal Meeting:	December 3, 2012 at 10:00 a.m. Local Prevailing Time
4. Optional Facility Tour(s):	December 3, 2012 at 2:00 p.m. Local Prevailing Time
5. Acknowledgement of Receipt:	December 3, 2012
6. Deadline to Submit Additional Questions:	December 14, 2012 at 2:00 p.m. Local Prevailing Time
7. Response to Written Questions and any RFP Addendum:	December 18, 2012
8. Receipt of Proposals:	December 21, 2012 at 2:00 p.m. Local Prevailing Time City of Santa Fe Purchasing Office 2651 Siringo Road, Bldg. "H" Santa Fe, New Mexico 87505
9. Evaluation of Proposals:	January 2, 2013
10. Interviews:	January 8, 2013
11. Selection:	January 9, 2013
12. Negotiations:	January 9, 2013
13. Recommendation of Award to Joint Powers Board:	February 21, 2013

## **INFORMATION FOR OFFERORS**

### **1. RECEIPT OF PROPOSALS**

The Santa Fe Solid Waste Management Agency invites Offerors to submit one original and six (6) copies of their proposal. Proposals will be received by the Purchasing Office, until 2:00 p.m. local prevailing time, December 21, 2012.

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

Proposal number: '13/16/P

Title of the proposal: Professional Consulting Services for Solid Waste Assessment and Management Study for Santa Fe Solid Waste Management Agency, City of Santa Fe and Santa Fe County.

Name and address of the Offeror:

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

### **2. COPIES OF REQUEST OF PROPOSALS**

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

### **3. ACKNOWLEDGEMENT OF RECEIPT**

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

distribution list. The form should be signed by an authorized representative of the organization, dated and returned by close of business on December 3, 2012.

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

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

#### **4. PREPARATION OF PROPOSAL**

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

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

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

#### **5. CORRECTION OR WITHDRAWAL OF PROPOSALS**

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

#### **6. INTERPRETATIONS AND ADDENDA**

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

Every request for such interpretations should be in writing addressed to, Purchasing Officer, 2651 Siringo Road, Bldg. "H", Santa Fe, New Mexico 87505 and to be given consideration must be received at least five (5) days prior to the date set for the receiving of proposals or December 14, 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 December 18, 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.

## **7. LAWS AND REGULATIONS**

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

## **8. DISCLOSURE OF PROPOSAL CONTENTS**

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

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

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

## **9. PROPOSAL EVALUATION**

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



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

**10. FINALIZE CONTRACT**

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

**11. CONTRACT AWARD**

The Agency anticipates awarding the contract during the regular scheduled Joint Powers Board meeting on February 21, 2013; however, the date of the meeting is tentative and subject to change without notice.

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

**12. REJECTION OR CANCELLATION OF PROPOSALS**

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

**13. PROTESTS AND RESOLUTIONS PROCEDURES**

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

**14. CHANGE IN CONTRACTOR REPRESENTATIVES**

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

**15. AGENCY RIGHTS**

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

**16. RIGHT TO PUBLISH**

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

**17. OWNERSHIP OF PROPOSALS**

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

**18. ELECTRONIC MAIL ADDRESS REQUIRED**

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

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

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

**20. PREFERENCES IN PROCUREMENT**

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

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

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

OR

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

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

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

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

## DEFINITIONS AND TERMS

1. **Addendum:** a written or graphic instrument issued prior to the opening of Proposals, which clarifies, corrects, or changes the Request for Proposals. Plural: addenda.
2. **Agency:** means the Santa Fe Solid Waste Management Agency.
3. **BuRRT:** means 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 the Agency's Professional Service Agreement, including all exhibits attached to it and incorporated in it by reference, and all amendments in accordance with its terms, as attached in the RFP as Appendix E.
7. **County:** means Santa Fe County.
8. **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).
9. **Evaluation Committee:** means a body appointed by the Agency to perform the evaluation of proposals.
10. **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.
11. **Joint Powers Board (JPB):** means the governing body for the Santa Fe Solid Waste Management Agency that operates the Caja del Rio Landfill and the Buckman Road Recycling and Transfer Station.
12. **Landfill:** means the Caja del Rio Landfill.
13. **Offeror:** means the companies or firms submitting a proposal in response to this Request for Proposals.
14. **Purchasing Office:** means the City of Santa Fe Purchasing Office.
15. **Purchasing Officer:** means the person or designee authorized by the Agency to manage or administer a procurement requiring the evaluation of proposals.

16. **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).
17. **Responsible Offeror of Proposer:** means an offeror who submits a responsive proposal and who has furnished, when required, information and data to prove that the proposer's financial resources, production or service facilities, personnel, service reputation and experience are adequate to make satisfactory delivery of the services described in the proposal (Section 13-1-83 NMSA 1978).
18. **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).
19. **Santa Fe:** means the Santa Fe Solid Waste Management Agency, the City of Santa Fe, and Santa Fe County.
20. 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.
21. The terms **can, may, should, preferably, or prefers** identify a desirable or discretionary item or factor.

## **SPECIAL CONDITIONS**

### **1. GENERAL**

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

### **2. ASSIGNMENT**

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

### **3. VARIATION IN SCOPE OF WORK**

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

### **4. DISCOUNTS**

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

### **5. TAXES**

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

### **6. INVOICING**

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

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

**7. METHOD OF PAYMENT**

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

**8. DEFAULT**

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

**9. NON-DISCRIMINATION**

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

**10. NON-COLLUSION**

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

**11. BRIBES, GRATUITIES AND KICKBACKS**

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

## **BACKGROUND**

### **1. INTRODUCTION**

The Santa Fe Solid Waste Management Agency, the City of Santa Fe, and Santa Fe County (hereafter sometimes referred to as "Santa Fe") are requesting proposals from qualified consulting firms to conduct a solid waste assessment and management study (hereafter sometimes referred to as "Study") of the solid waste operations conducted by the Agency, City and County.

The purpose of the Study is twofold: 1) to increase recycling and other forms of diversion from the landfill while ensuring financial stability for the solid waste operations and assuring that costs are distributed fairly and equitably for Santa Fe as per 2010 Comprehensive Solid Waste Management Plan; and 2) to improve efficiencies and reducing costs for various solid waste operations while protecting the environment and public health and ensuring adequate facilities to handle the solid waste stream. The Plan is available at <http://www.sfswwa.org/about-us/solid-waste-plan/>.

The Study is to analyze all facets of the solid waste operations identified by the Agency, City and County.

### **2. SANTA FE SOLID WASTE MANAGEMENT AGENCY – BASIC SERVICES**

The Agency is a public entity that is jointly owned by the City of Santa Fe and Santa Fe County under the terms of the New Mexico Joint Powers Agreements Act. The Agreement delegated the Agency the power to plan for, operate, construct, maintain, repair, replace or expand the Caja del Rio Landfill (Landfill) and the Buckman Road Recycling and Transfer Station.

The Agency is a self-sustaining enterprise fund which relies solely on user fees and revenues from the sale of recyclables to fund its operations. The Agency's operating budget for FY-2013 is \$7.1 million. The Agency employs 41 full-time personnel and four temporary personnel.

The Agency operates the Landfill under the New Mexico Environmental Department (NMED) solid waste permit number SWM-261708. The permit was issued on June 27, 1995, with an expiration date of June 27, 2015. The Agency contracted CDM Smith, an engineering firm, to develop and prepare a permit renewal and modification to operate the Landfill for the next 20 years as per NMED requirements. The permit modification may possibly include a vertical expansion of the existing disposal area of the Landfill and a lateral expansion east from disposal area and into the BLM tract of land that is patented to the Agency. It is estimated that the expansion of the Landfill will provide at least 35 years of disposal capacity with a potential of 60 years, which is dependent on final height and depth, and incoming tons per year disposed.

The Landfill opened in May 1997 and occupies an area of approximately 430 acres. Currently, there are approximately 76 acres of permitted waste disposal area. The disposal area consists of six disposal cells, which are subdivided and identified as Cells 1, 2A, 2B, 3A, 3B, 4A(1), 4A(2), 4B, 5A, 5B, 6A and 6B. Cells 1, 2A, 2B, 3A, 3B, 4A(1), 4A(2), 5A, and 6A have waste placed in them.



Cell 4B began accepting waste in April 2009. Cells 5B and 6B are expected to be constructed approximately 1.5 and 3 years from today, respectively.

The Landfill has a basalt blasting and removal operation as a part of cell construction. The Agency has an 8-year construction contract with Del Hur Industries to conduct the operation as well as liner installation. The contract will expire in June 2014. Basalt blasting and removal is expected for the next construction project - Cells 5B and 6B. The Agency does not anticipate the presence of basalt requiring blasting in the BLM tract as part of the lateral expansion of the Landfill.

The Landfill accepts municipal solid waste (MSW), construction and demolition debris, and is approved for two special waste categories: petroleum contaminated soil and sludge.

Currently, the Landfill accepts waste from the geographical area of Santa Fe County as outlined in the Agreement. Fees are assessed on a per ton basis. The last increase in fees occurred in July 2012.

The Landfill's annual solid waste tonnages for the last five fiscal years are as follows:

Fiscal Year	Tonnage
2008	205,375
2009	178,215
2010	154,768
2011	146,929
2012	155,116

Fiscal Year – July 1 to June 30

The Landfill's operating hours are Monday through Saturday, 7:00 a.m. to 5:00 p.m. The average daily vehicle count at the Landfill for Monday through Friday is approximately 100 vehicles per day and Saturday is approximately 30 vehicles per day.

In January 2006, the Agency leased the City's transfer station and renamed the facility as the Buckman Road Recycling and Transfer Station (BuRRT). BuRRT accepts municipal solid waste from small vehicles and trailers that are not self-dumping. BuRRT also accepts recyclable materials such as conventional recyclables, green waste, white goods, scrap metals, scrap tires, electronic waste, and household hazardous waste. Fees are assessed mainly on a per ton basis; smaller loads are charged a flat fee.

The BuRRT's annual solid waste tonnages for the last five fiscal years are as follows:

Fiscal Year	Tonnage
2008	19,628
2009	18,160
2010	16,184
2011	16,515
2012	16,887

Fiscal Year – July 1 to June 30

The BuRRT's operating hours are Sunday through Saturday, 8:00 a.m. to 4:45 p.m. The average daily vehicle count at BuRRT is approximately 225 vehicles.

In February 2007, the Agency commenced the operation of the Material Recovery Facility (MRF) at BuRRT. The MRF processes and markets recyclables from the City and County of Santa Fe, the public, businesses, private haulers, and other surrounding communities including Los Alamos County.

The annual commingled recyclables and glass tonnages received at BuRRT for the last five fiscal years are as follows:

Fiscal Year	Tonnage <sup>(1)</sup>
2008	7,577
2009	8,324
2010	9,042
2011	9,108
2012	9,371

Fiscal Year – July 1 to June 30

(1) For 2011 and 2012 approximately 20% of total is glass.

In September 2012, the Agency opened the Household Hazardous Waste (HHW) Collection Center at BuRRT. The HHW Center accepts HHW from Santa Fe residents. The operating hours are Fridays and Saturdays from 8:00 a.m. to 4:45 p.m.

### 3. CITY OF SANTA FE – BASIC SERVICES

The City of Santa Fe provides solid waste collection services to residents and businesses within the City's physical boundaries. The City uses an exclusive franchise which requires that all solid waste be collected by the City and allows private sector haulers to only handle construction and demolition (C&D) debris and recyclables. The City provides approximately 23,500 residences with automated trash collection service using a 96-gallon cart plus pickup of recyclables using bins for a fixed monthly fee. The City offers pickup of oversized items or large quantities of waste on an on-call basis. The City charges businesses for refuse collection according to the type and number of containers along with service frequency. Businesses can sign up for recycling collection billed in the same manner as waste collection. About 540 businesses and 24 schools receive recycling service.

The City's solid waste operating budget for FY-2013 is \$12.4 million. The City employs 64 full-time personnel.

Current sources of revenues are rate payers and environmental GRT.

The City's annual solid waste tonnages collected for the last five fiscal years are as follows:

Fiscal Year	Tonnage
2008	69,940
2009	64,287
2010	62,737
2011	60,943
2012	71,463

Fiscal Year – July 1 to June 30

The City is responsible for the post closure care of two closed landfills - Paseo de Vista and Frank Ortiz.

The City has Keep Santa Fe Beautiful and Santa Fe Sustainable Santa Fe programs. The City is also responsible for solid waste and recycling collections at special events.

#### 4. SANTA FE COUNTY – BASIC SERVICES

Santa Fe County provides seven (7) solid waste convenience centers for the use of residents and businesses within the County's political boundaries. Access to the centers is restricted to solid waste permit holders. Permits are available to residents of the unincorporated areas of the County and include per-trip punch passes and individual bag tags. Commercial haulers may use the centers with a charge account and are limited by volume.

The County's solid waste operating budget for FY-2013 is \$2.1 million. The County employs 21 full-time and two part-time personnel.

Current sources of revenues are permit sales, environmental GRT, and general funds.

The seven convenience centers for waste and recyclables throughout the County are:

Stanley	San Marcos
La Cienega	Eldorado
Tesuque	Jacona
Nambe	

The County's annual solid waste tonnages collected for the last five fiscal years are as follows:

Fiscal Year	Tonnage
2008	12,942
2009	14,891
2010	11,973
2011	11,286
2012	11,793

Fiscal Year – July 1 to June 30

The County is responsible for the post closure care of the closed Agua Fria Landfill and the Adopt-a-Road Litter Control Program.

## **SCOPE OF SERVICES**

The Agency, City and County anticipate the following tasks to be performed by the Contractor for a solid waste assessment and management study of the solid waste operations conducted by the Agency, City and County.

### **1. AGENCY TASKS**

Cost effective options for Agency, City and County – maintain separate operations by the three entities vs. consolidate all or parts of the operations under one jurisdiction.

Cost effective options for Materials Recovery Facility (MRF) – maintain current operation vs. privatization or discontinue the MRF operation and utilize a 3<sup>rd</sup> party MRF facility. Also, cost effective options to maintain the current list of conventional recycling materials (i.e., ONP 7, SOP, OCC, 1&2 plastics, UBC, and tin) vs. expanding materials to include 1-7 plastics and cereal boxes.

Cost effective options for BuRRT – maintain current operation vs. transfer the BuRRT facility back to City ownership.

Cost effective options for Caja del Rio Landfill – maintain current operation vs. privatization.

Recycling program cost of service analysis – determine the costs incurred by the Agency for various recycling programs at the Buckman Road Recycling and Transfer Station.

Cost effective options for education and outreach program – maintain separate education and outreach programs by the three entities vs. consolidate all or parts of the programs under one jurisdiction.

Cost effective options for the green waste composting operation – maintain current operation vs. public-private partnership.

New program evaluation for food waste composting including the roles and responsibilities by the Agency and City and/or public-private partnership.

Cost effective options for a reuse center.

Evaluate organization structure and staffing requirements.

Evaluate heavy equipment inventory and repair requirements.

Evaluate other factors identified during the Study that affect cost and efficiency of operations.

Rate structure analysis – future rate increases based on final recommendations from the above-mentioned analyses and evaluations.

Provide technical expertise/comments at public meetings.

Provide necessary project management to bring the project to completion.

## **2. CITY TASKS**

Evaluate current programs and service levels at the City's Environmental Services Division.

Analyze organization structure and staffing requirements.

Examine current billing system.

Investigate services for new and existing accounts including adding or terminating service, changing number and size of containers, changing number of pick-ups, etc.

Analyze current solid waste collection operation including the routing, equipment, pay loads, and direct haul.

Examine current recycling collection operation including routing and equipment.

Analyze existing heavy vehicle maintenance and inventory programs.

Review existing dumpsters and containers including sizing, repair, and replacement.

Cost effective options for residential recycling curbside collection program - maintain current collection program vs. automated collection or 3<sup>rd</sup> party privatization.

Cost effective options for glass recycling program – maintain current curbside collection vs. drop-off centers.

Flow control options – requiring haulers of City-generated solid waste to use disposal and/or recycling facilities within the City via amendments of solid waste ordinance and/or land use code.

Review and develop solid waste languages in the Land Use Code.

Evaluate Keep Santa Fe Beautiful, Sustainable Santa Fe, and special event programs.

Develop waste reduction and recycling targets that are aggressive but reasonably achievable using 5 and 10 year benchmarks.

Evaluate other factors identified during the Study that affect cost and efficiency of operations.

Rate structure analysis – future rate increases based on final recommendations from the above-mentioned analyses and evaluations.

Provide technical expertise/comments at public meetings.

Provide necessary project management to bring the project to completion.

Assist the City with the implementation of final recommendations.

### 3. COUNTY TASKS

Develop a detailed assessment of the management of the solid waste generated in the unincorporated areas of the Santa Fe County that is not handled by the County's drop-off convenience centers including a solid waste stream characterization of unincorporated area by:

- location/geographic area generated;
- tonnage breakdown by types – residential, commercial, and construction/demolition debris;
- composition of municipal solid waste by existing and potentially recyclable content, reusable/recoverable materials, green waste including yard waste, waste requiring landfilling; and
- seasonal generation variations, if any.

Develop opportunities for the County to more actively manage solid waste in the unincorporated areas of the County including options for franchising of private haulers and with emphasis on the following:

- location increasing County's waste reduction and recycling rate;
- maximizing cost-effective solid waste services for County residents and businesses; and
- identifying possible a funding source(s) for operations.

Develop cost effective options to pursue certain "Specific Initiatives" listed in the 2010 Comprehensive Solid Waste Management Plan that are applicable to the County. Also, identify effective roles and responsibilities for the County and Agency in pursuit of these initiatives.

Determine cost effective options for requiring residential, commercial, and institutional generators to receive collection services for trash and recyclables in the County unincorporated areas.

Develop policy and planning recommendations, including draft ordinances as applicable, that will address the unincorporated County-wide solid waste management system including the County's convenience centers, mandated recycling, and service provided by the private haulers.

Flow control options – requiring haulers of City-generated solid waste to use disposal and/or recycling facilities within the County via amendments of solid waste ordinance and/or land use code. Compile data for the commercial and residential private sector solid waste services including, but not limited to:

- names and contact information of businesses providing solid waste collection and disposal services;
- location and tonnages (landfilled and recycled) of private sector activity; and
- rates for refuse and recycling services, broken out by service areas.

Develop a numerical solid waste Level of Service for the convenience centers with an emphasis on distance/customer travel times.

Cost effective options for convenience centers – maintain current numbers of convenience centers throughout the County vs. consolidation or closure of centers to reduce costs. Also, provide estimated savings and/or operational efficiencies and findings of any impacts to the Level of Service.

Identify the areas in the County that are not being provided curbside refuse and recycling service and determine the correlation with locations of convenience center users.

Cost effective options for green waste management – on-site vs. off-site mulching, chipping, and end uses of materials.

Develop waste reduction and recycling targets that are aggressive but reasonably achievable using five and ten year benchmarks.

Evaluate other factors identified during the Study that affect cost and efficiency of operations.

Rate structure analysis – future rate increases based on final recommendations from the above-mentioned analyses and evaluations.

Provide technical expertise/comments at public meetings.

Provide necessary project management to bring the project to completion.

Assist the County with the implementation of final recommendations.

#### **4. WORK PLAN TASKS**

Develop a Work Plan to ensure that all participants on the Study have a clear understanding of:

- Study goals and objectives;
- Scope of work and budget;
- Organization and personnel;
- Study team and individuals;

- Respective responsibilities;
- Study procedures and methodologies;
- Quality control and assurance; and
- Schedule, milestones and deliverables.

## **5. ADDITIONAL TASKS / SUBMITTALS**

Kick-off meeting.

Santa Fe progress meetings.

As-needed meetings with Santa Fe.

Submit draft sections and analyses throughout the Study for review and comment by Santa Fe.

Submit final draft report.

Stakeholder meeting(s).

Public meetings with Santa Fe City Councilors, Santa Fe Board of County Commissioners, and Agency's Joint Powers Board for comments.

Submit final report to Santa Fe. Report format – executive summary with perspectives and recommendations for four major components: Santa Fe system-wide, Agency, City, and County. Recommendations should reflect the various components of the Santa Fe community: social, culture, economic, political, and technological.

### **Other Required Project Work**

- Documents shall be prepared in MS-Word.



## PROPOSAL SUBMITTAL REQUIREMENTS

Offerors shall submit one original and six (6) copies of their proposals to the City of Santa Fe, Purchasing Office, 2651 Siringo Road, Bldg. "H", Santa Fe, New Mexico 87505 by 2:00 p.m. local prevailing time on December 21, 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:

- 1) Letter of Transmittal
- 2) General Information
- 3) Overall Qualifications of Firm/Team
- 4) Capacity and Capability to Perform the Work
- 5) Similar Past Projects
- 6) Familiarity with Santa Fe
- 7) Project Approach
- 8) Project Schedule
- 9) Innovativeness
- 10) Other Supporting or Resource Material

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

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

Additional proposal contents:

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

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

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

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

## EVALUATION CRITERIA & WEIGHTED VALUES

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

EVALUATION CRITERIA	POINTS AVAILABLE
1. Overall Qualifications of Firm/Team	200
2. Capacity and Capability	200
3. Similar Past Projects	200
4. Familiarity with Santa Fe	100
5. Project Approach	100
6. Project Timeline	100
7. Innovativeness	100
<b>Total Maximum Allowable Points</b>	<b>1,000</b>

## NARRATIVE DESCRIPTION OF EVALUATION CRITERIA

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

1. Overall Qualifications of Firm/Team - Provide information about the firm's specific technical experience with similar projects that demonstrate competence to successfully complete the project and type of services required. The firm/team shall demonstrate considerable project experience with all components of the scope of services during the last five years.
2. Capacity and Capability - Provide information about the firm that demonstrates the ability to provide sufficient professional competence, including any consultants, their representatives, qualifications and locations, to perform the work, including any specialized services with the time limitations.
3. Similar Past Projects - Demonstrate through contracts and other agreements with government agencies with respect to such factors as costs control, quality of work and ability to meet schedules. Provide a minimum of five (5) representative projects in the past five years where the firm provided professional services listing the project title, contact person, telephone number and email address of contact person, start and completion dates, contract value range, and any cost overruns. The projects must be related to all or some of the tasks of the Study.
4. Familiarity with Santa Fe - Demonstrate the firm's familiarity with Santa Fe and describe any issues or problems that may arise that could affect the work.

5. Project Approach - Define how the firm will approach the components of the scope of services, including any specific challenges and potential solutions.
6. Project Timeline - Outline the dates of tasks, activities, items to be provided by Offeror and deliverables.
7. Innovativeness of the Proposal- Describe in detail the innovativeness of the firm's proposal that will provide maximum benefits for Santa Fe ratepayers (i.e., customers and constituents alike) while maintaining cost-effective operations.

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.'13/16/P

Evaluation Points:

Criteria	Weighted Value	Evaluation Pts. 0-1-2-3-4-5 6-7-8-9-10	Total	Max Score
Overall Qualifications of Firm/Team	20%	_____	_____	200
Capacity and Capability	20%	_____	_____	200
Similar Past Projects	20%	_____	_____	200
Familiarity with Santa Fe	10%	_____	_____	100
Project Approach	10%	_____	_____	100
Project Timeline	10%	_____	_____	100
Innovativeness	10%	_____	_____	100
<b>Total</b>			_____	<b>1,000</b>

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

\_\_\_\_\_  
Company Name

Evaluation: \_\_\_\_\_ Interview: \_\_\_\_\_ (Please mark appropriate field)

\_\_\_\_\_  
Signature and title of evaluator

\_\_\_\_\_  
Date

## **APPENDIX A**

### **Acknowledgement of Receipt Form**

**ACKNOWLEDGEMENT OF RECEIPT FORM**

**for**

**RFP No. '13/16/P**

**SOLID WASTE ASSESSMENT AND MANAGEMENT STUDY**

**for**

**SANTA FE SOLID WASTE MANAGEMENT AGENCY**

**CITY OF SANTA FE**

**and**

**SANTA FE COUNTY**

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

The acknowledgement of receipt should be signed and returned to the Purchasing Officer no later than the close of business on December 3, 2012. Only potential Offerors who elect to return this form completed with the indicated intention of submitting a proposal will receive copies of all Offeror written questions and the Agency's written responses to those questions as well as RFP amendments, if any are issued.

FIRM: \_\_\_\_\_

REPRESENTED BY: \_\_\_\_\_

TITLE: \_\_\_\_\_ PHONE NO.: \_\_\_\_\_

E-MAIL: \_\_\_\_\_ FAX NO.: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

CITY: \_\_\_\_\_ STATE: \_\_\_\_\_ ZIP CODE: \_\_\_\_\_

SIGNATURE: \_\_\_\_\_ DATE: \_\_\_\_\_

This name and address will be used for all correspondence related to the Request for Proposal.

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

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

**APPENDIX B**

**Campaign Contribution Disclosure Form**



## CAMPAIGN CONTRIBUTION DISCLOSURE FORM

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

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

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

The following definitions apply:

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

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

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

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

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

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

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

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

**DISCLOSURE OF CONTRIBUTIONS:**

Contribution Made By: \_\_\_\_\_

Relation to Prospective Contractor: \_\_\_\_\_

Name of Applicable Public Official: \_\_\_\_\_

Date Contribution(s) Made: \_\_\_\_\_

Amount(s) of Contribution(s) \_\_\_\_\_

Nature of Contribution(s) \_\_\_\_\_

Purpose of Contribution(s) \_\_\_\_\_

(Attach extra pages if necessary)

\_\_\_\_\_  
Signature Date

\_\_\_\_\_  
Title (position)

**--OR--**

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

\_\_\_\_\_  
Signature Date

## **APPENDIX C**

### **Living Wage Ordinance**

# Living Wage Ordinance

*Ordinance Number §28-1-28-1.12DSFCC 1987*

## *Purpose:*

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

## *Who it affects:*

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

## *Compliance:*

- Affected businesses are required to pay employees an hourly wage of \$10.29 effective March 1, 2012.
- Beginning January 1, 2009, and each year thereafter, the minimum wage shall be adjusted upward by an amount corresponding to the previous year's increase, if any, in the consumer price index for the western region for urban wage earners and clerical workers.
- For workers who customarily receive more than \$100 per month in tips or commissions, any tips or commissions received and retained by a worker shall be counted as wages and credited towards satisfaction of the minimum wage provided that, for tipped workers, all tips received by such workers are retained by the workers, except that the pooling of tips among workers shall be permitted.
- The value of health care benefits and child care shall be considered as an element of wages.
- Non-profit organizations whose primary source of funds is from Medicaid waivers are *exempt*.

## *Prohibitions against retaliation and circumvention:*

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

## *Enforcement Remedies:*

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

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

## *Posting and Publication:*

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

***For further information, please contact: Constituent Services (95) 6949 Email: [constituentservices@santafenm.gov](mailto:constituentservices@santafenm.gov)***

## **APPENDIX D**

### **Resident Veterans Preference Certification**

## RESIDENT VETERANS PREFERENCE CERTIFICATION

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

**Please check one box only:**

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

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

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

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

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

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

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

\_\_\_\_\_  
(Signature of Business Representative)\*

\_\_\_\_\_  
(Date)

\*Must be an authorized signatory of the Business.

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

SIGNED AND SEALED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2012.

\_\_\_\_\_  
NOTARY PUBLIC

My Commission Expires:

\_\_\_\_\_

## **APPENDIX E**

### **Sample Contract**



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

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

1. SCOPE OF SERVICES

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

2. STANDARDS OF PERFORMANCE; LICENSES

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

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 \_\_\_\_\_, 2014, unless it is terminated sooner pursuant to Article 6 below.

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

6. TERMINATION

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

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

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

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

8. CONFIDENTIALITY

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

9. CONFLICT OF INTEREST

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

10. ASSIGNMENT; SUBCONTRACTING

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

11. RELEASE

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

12. INSURANCE

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

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

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

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

### 13. INDEMNIFICATION

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

14. NEW MEXICO TORT CLAIMS ACT

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

15. THIRD PARTY BENEFICIARIES

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

16. RECORDS AND AUDIT

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

17. APPLICABLE LAW; CHOICE OF LAW; VENUE

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

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

18. AMENDMENT

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

19. SCOPE OF AGREEMENT

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

20. NON-DISCRIMINATION

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

21. SEVERABILITY

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

22. NOTICES

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

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

CONTRACTOR:



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

SANTA FE SOLID WASTE  
MANAGEMENT AGENCY:

\_\_\_\_\_  
Chairperson

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

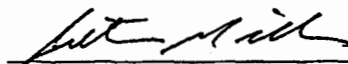
ATTEST:

\_\_\_\_\_  
Yolanda Y. Vigil  
Santa Fe City Clerk

CONTRACTOR:

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

APPROVED AS TO FORM:

  
Justin W. Miller  
Agency Attorney

11/14/12  
Date:

# MEMORANDUM

**To:** SFSWMA Joint Powers Board Members  
**From:** Randall Kippenbrock, P.E., Executive Director RW  
**Date:** March 13, 2013  
**Subject:** Request for Approval of Fiscal Year 2013-14 Budget

Attached is the proposed Santa Fe Solid Waste Management Agency operating budget for Fiscal Year 13-14 (FY-14). The format is similar to previous budgets and includes a budget summary, a list of major accomplishments for FY-13, a list of goals for FY-14, an organizational chart, a list of contractual services (Form E-1), operating expense justifications (Form E-3), overtime and incentive pay (Form F-ANS), and revenue justifications (Form R-1).

This memorandum provides a review of the past year and establishes a vision for the future on which the foundation for the proposed budget was laid.

Major accomplishments by the Agency for FY-13 include:

- Completed the construction of a permanent Household Hazardous Waste (HHW) collection facility and recycling drop-off center at Buckman Road Recycling and Transfer Station (BuRRT)
- Started up the operations for the HHW collection facility at BuRRT
- Commenced the engineering and design for a landfill permit modification/renewal application.
- Commenced the engineering design for Cell 5B/6B
- Commence blasting and excavation of Cell 5B/6B
- Commence the solid waste assessment and management study, which is a joint venture between the Agency, City of Santa Fe, and Santa Fe County as per recommendations in the Comprehensive Solid Waste Management Plan, and
- Continued the Solid Waste Advisory Committee for the Agency, City of Santa Fe, and Santa Fe County.

The proposed budget for FY-14 does not take into account large procurements for the remaining months of this fiscal year that potentially could impact FY-14. Such procurements could include contract amendment(s) for the basalt blasting and excavation of Cell 5B/6B, and heavy equipment, all of which can affect the proposed FY-14 budget.

The proposed budget shows projected revenues of \$7,173,400, an overall decrease of \$86,600.

Revenue generated from landfill tipping fees is projected to decrease from \$5,500,000 to \$5,405,400 due to lower tonnages processed at the landfill from 150,000 tons projected for FY-13 to 145,500 tons projected for the proposed budget.

Revenue for the transfer station is projected to increase from \$825,000 to \$882,000 primarily from the new flat rate fees at the transfer station as per 2012 Fee Ordinance

Projected revenue from the sale of recyclable materials is expected to decrease from \$875,000 to \$773,500 due to the volatility of selling prices for recyclable materials caused by market conditions (i.e., selling prices from an average of \$140/ton to \$130/ton).

Projected revenue from the sale of rock (royalty) at the landfill increased to \$112,500, which is based on a projected sale of 75,000 tons.

Revenue from interest income is not included at this time. Based on historical data, approximately \$20,000 is projected from interest income during FY-13 for the operating fund. Interest income is determined by the Agency's fiscal agent – City of Santa Fe, and will be included when available.

The following table shows the proposed revenues for FY-14 and provides a comparison with FY-12 and FY-13.

Description	FY-12 Actual	FY-13 Budget	FY-13 Projected	FY-14 Proposed Budget
Sale of Recyclable Materials	\$1,084,969	\$875,000	\$760,121	\$773,500
Transfer Station	\$821,512	\$800,000	\$804,245	\$882,000
Landfill	\$5,622,078	\$5,300,000	\$5,607,780	\$5,405,400
Rock Sales	\$71,991	\$6,000	\$103,088	\$112,500
Reimbursement / Misc Revenue	\$10,642	\$0	\$5,000	\$0
TOTAL	\$7,611,192	\$6,981,000	\$7,280,234	\$7,173,400

The proposed operating budget remains relative flat compared to the FY-13 budget (\$7,172,040 to \$7,171,666, respectively).

With respect to the proposed operating budget, the landfill and recycling operating expenses will increase by \$8,258 and \$8,632, respectively.

To keep pace with salaries across the region, the proposed budget contains a cost of living adjustment (COLA) of 2.1% (\$45,117) and a merit pay increase based on an

evaluation system which averages to a 2% salary increase (\$43,872). The structures of the COLA and merit pay are specified in the current union contract. The same COLA and merit pay increases are also proposed for the nine non-union positions.

The proposed budget includes \$80,000 for temporary part-time employees. The temporary part-time employees are for litter patrol and general maintenance at both facilities. This is the result of the joint powers agreement terminated by the New Mexico Department of Corrections in 2011.

The proposed budget provides an increase for services to other city departments based on the City of Santa Fe's cost allocation. The proposed budget also provides minimal increases for employee benefits, auto parts, bank charges, bond expense, and rental equipment.

The proposed budget contains a decrease for tires for the landfill.

The proposed budget includes a debt services payment of \$414,140 (principal and interest) on a five-year loan obtained from the NMED for the Cell 4B construction project in 2008. The loan is scheduled to retire in January 2014.

The proposed budget includes a \$69,747 increase in intra-fund transfers from \$1,000,000 to \$1,069,747 to the five reserves: equipment replacement, gas collection system, closure/post closure, cell development and landfill permitting. The equipment replacement budget is decreased from \$750,000 to \$500,000. The landfill gas collection budget increased slightly from \$125,000 to \$150,000. No money is budgeted for the closure/post closure reserve. The closure reserve currently meets the financial assurance requirements pursuant to the New Mexico Solid Waste Management Regulations under 20.9.10.20 NMAC. In keeping the rates (tipping fees) reasonable, the budget for the cell development reserve was only increased slightly from \$125,000 to \$129,747. The Agency may request an intra-fund transfer to the reserve fund during the fiscal year if revenues exceed projections, which in turn could minimize the need to borrow for future Cells 5B/6B starting as early as FY-14. The landfill permitting is budgeted at \$290,000 to cover anticipated additional services needed for the 20-year landfill permit renewal.

The proposed budget shows the following capital outlay to be funded from the Equipment Replacement reserve:

- Caterpillar 836-K Landfill Compactor - (\$1,000,000)  
Replace Unit 1327; 2003 Caterpillar 836-G Landfill Compactor (second life) with 20,949 hours

The proposed budget includes \$110,000 for the continued operation and maintenance of the landfill gas collection and control system.

The proposed budget includes \$2,000,000 for cell construction related activities such as subgrade preparation, liner installation, and drainage and protective cover installation for

all of Cell 5B and possibly a portion of Cell 6B.

The organizational chart for the proposed budget shows one new position – Environmental, Health, Safety & Training Administrator. The general purpose of the position is to administer the environmental, health and safety programs and to perform functions involving the development, implementation, monitoring, coordination and training of the environmental, health and safety programs to protect both the employees and workplace and to ensure the Agency is compliant with state environmental and OSHA requirements. The non-union position is Range SWM-20 with the following hourly pay range: min - \$26.45; mid - \$34.39; and max – \$42.32. The requested salary and benefits for the position, at the mid-pay range of \$34.39, is \$107,352.

The proposed budget for FY-14 is now before for the Board for consideration and approval along with or without amendments to the proposed budget.

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**SANTA FE SOLID WASTE MANAGEMENT AGENCY**

**FY 2012/2013  
BUDGET  
APPROVED JPB**

**FY 2013/2014  
BUDGET  
PROPOSED JPB**

**LANDFILL OPERATING BUDGET-(52501)**

Object Account	Description		
500200	Exempt Full-Time	\$ 107,616.00	\$ 110,427.00
500350	Classified Full-Time	789,974.00	810,211.00
500800	Temporary Part-Time	80,000.00	80,000.00
501400	Overtime	25,000.00	25,000.00
502200	Incentives	4,200.00	4,200.00
503100	FICA	70,853.00	72,663.00
503150	Retirement (PERA)	171,339.00	175,036.00
503200	Employee Health Ins 17%	245,214.00	245,214.00
503250	Retiree Health Care	16,509.00	18,413.00
503250	Unemployment	3,515.00	3,839.00
503350	Workers' Comp	19,802.00	21,895.00
503400	City Share Dental Insurance	10,520.00	11,005.00
	COLA 2.1%	34,500.00	24,874.00
	MERIT 2%	23,500.00	24,188.00
	Expansion Position	-	107,352.00
510200	Legal Contract	35,300.00	35,300.00
510250	Compliance Contracts	2,300.00	2,300.00
510300	Professional Contracts	611,275.00	567,875.00
510600	Reim Share of Sales (BLM)	35,000.00	51,750.00
513950	Gas	30,000.00	30,000.00
514000	Water	25,000.00	25,000.00
514050	Electric	50,000.00	50,000.00
514100	Communication	30,000.00	30,000.00
520100	Rep and Maint Build/Struct	15,000.00	15,000.00
520200	Rep & Maint Grounds/Rd	10,000.00	10,000.00
520300	Rep & Maint Furn/Fix/Equip	4,000.00	4,000.00
520400	Rep & Maint Machin & Equip	300,000.00	300,000.00
520500	Rep & Maint Vehicles	11,000.00	11,000.00
530100	Office Supplies	15,000.00	15,000.00
530200	Operating Supplies	30,000.00	30,000.00
530300	Safety Supplies	14,000.00	14,000.00
530400	Food	1,000.00	1,000.00
530500	Uniform, Clothing, Linen	13,000.00	13,000.00
530600	Software	5,000.00	5,000.00
530700	Books/Subscripts/Periodicals	500.00	500.00
530850	Auto Parts	10,000.00	12,000.00
530900	Tires	10,000.00	8,000.00
531000	Gasoline	30,000.00	30,000.00
531050	Diesel	320,000.00	320,000.00
555250	Gen Liab Dept Assessment	31,976.00	31,976.00
555260	Benefits Dept. Assess (247/EE*42)	10,374.00	10,374.00
555300	Gen Liab-Third Party Admin	65,000.00	65,000.00
555400	Bond Expense	150.00	1,000.00
560200	Out of State	2,000.00	2,000.00
560250	In State	2,000.00	2,000.00
560500	Out of State	2,000.00	2,000.00
560550	In State	2,000.00	2,000.00
560700	Registration	3,000.00	3,000.00
561000	Postage and Mail Service	2,000.00	2,000.00
561200	Employee Training/Tuition	5,000.00	5,000.00
561400	Gross Receipt Taxes	315,000.00	315,000.00
561750	Bank Charges & Fees	3,000.00	7,600.00
561800	Print/Publish	8,000.00	8,000.00
561850	Advertising	5,500.00	5,500.00
561900	Dues	5,000.00	5,000.00
562600	Equipment/Machinery Rental	2,500.00	5,000.00
563100	Svcs of other City Depts	81,624.00	108,640.00
	Total Operating Expenses	3,756,041.00	3,896,132.00
590100	Debt Service Principal	601,864.00	402,078.00
590200	Debt Service Interest	30,372.00	12,062.00
	Total Debt Service Expense	632,236.00	414,140.00
Intra-Fund Transfers Out:			
52502	Equipment Replacement	750,000.00	500,000.00
52503	Gas Collection System	125,000.00	150,000.00
52507/52510	Cell Development	125,000.00	129,747.00
52509	Closure Post Closure	-	-
52521	Landfill Permitting	-	290,000.00
	Total Intra-Fund Transfers Out	1,000,000.00	1,069,747.00
	Total Landfill Operations Budget	\$ 5,388,277.00	\$ 5,380,019.00

**FY 2012/2013  
BUDGET  
APPROVED JPB**

**FY 2013/2014  
BUDGET  
PROPOSED JPB**

**RECYCLING BUDGET (52504)**

Object Account	Description		
500350	Classified Full-Time	\$ 711,715.00	\$ 725,192.00
500750	Temporary Full-Time	10,920.00	10,920.00
501400	Overtime	25,000.00	25,000.00
502200	Incentives	4,200.00	4,200.00
503100	FICA	58,179.00	58,547.00
503150	Retirement (PERA)	141,520.00	141,520.00
503200	Employee Health Ins	206,881.00	206,881.00
503250	Retiree Health Care	13,114.00	14,504.00
503350	Workers' Comp	22,308.00	22,308.00
503400	City Share Dental Insurance	7,522.00	7,522.00
	COLA 2.1%	27,600.00	20,243.00
	MERIT 2%	18,930.00	19,684.00
520100	Rep and Maint Build/Struct	50,000.00	50,000.00
520200	Rep & Maint Grounds/Rd	5,000.00	5,000.00
520300	Rep & Maint Furn/Fix/Equip	3,000.00	3,000.00
520400	Rep & Maint Machin & Equip	175,000.00	175,000.00
520500	Rep & Maint Vehicles	5,000.00	5,000.00
530200	Operating Supplies	40,000.00	40,000.00
530300	Safety Supplies	25,000.00	25,000.00
530500	Uniform, Clothing, Linen	15,000.00	15,000.00
530600	Software	1,500.00	1,500.00
530700	Books/Subscripts/Periodicals	500.00	500.00
530850	Auto Parts	4,000.00	4,000.00
530900	Tires	15,000.00	15,000.00
531050	Diesel	100,000.00	100,000.00
560200	Out of State	1,000.00	1,000.00
560250	In State	2,000.00	2,000.00
560500	Out of State	1,000.00	1,000.00
560550	In State	1,000.00	1,000.00
560700	Registration	1,000.00	1,000.00
561200	Employee Training/Tuition	5,000.00	5,000.00
561800	Print/Publish	10,000.00	10,000.00
561850	Advertising	10,000.00	10,000.00
561900	Dues	500.00	500.00
562550	Land/Building	60,000.00	60,000.00
562600	Equipment/Machinery Rental	5,000.00	5,000.00
	<b>Total Recycling Budget</b>	<b>\$ 1,783,389.00</b>	<b>\$ 1,792,021.00</b>
	<b>TOTAL OPERATING BUDGET</b>	<b>7,171,666.00</b>	<b>7,172,040.00</b>
	<b>TOTAL PROJECTED REVENUES</b>	<b>7,260,000.00</b>	<b>7,173,400.00</b>
	<b>NET REVENUES</b>	<b>\$ 88,334.00</b>	<b>\$ 1,360.00</b>

**SANTA FE SOLID WASTE MANAGEMENT AGENCY  
FUNDED THROUGH RESERVE ACCOUNTS**

	<b>FY 2012/2013 BUDGET APPROVED JPB</b>	<b>FY 2013/2014 BUDGET PROPOSED JPB</b>
Equipment Replacement (52502)	\$ 919,250.00	\$ 1,000,000.00
Cell Construction (52507 and 52510)	100,000.00	2,000,000.00
Gas Collection System (52503)	86,000.00	110,000.00
Landfill Permitting (52521)	-	290,000.00
	<b>\$ 1,105,250.00</b>	<b>\$ 3,400,000.00</b>

**NOTES:**

PERSONNEL BUDGET includes COLA and Merit Increase and EXPANSION POSITION

Proposed COLA and Merit Increase for FY 2013-2014

Cost of Living (COLA) 2.1% for all Agency Employees \$ - \$ 45,117.00

Merit Increases for all Agency Employees Calculated 2% Average \$ - \$ 43,872.00

**\$ - \$ 88,989.00**

**PROPOSED EXPANSION**

Environmental Health, Safety and Training Administrator \$ - \$ 107,352.00

**CITY OF SANTA FE, NEW MEXICO****FISCAL YEAR 2013/14****DEPARTMENT BUDGET SUMMARY FORM****1. Mission Statement for Department and Divisions (not needed for Section & Unit).**

The Agency is committed to be an innovative, responsive, integrated solid waste organization that provides a safe, cost-efficient and environmentally-sound management of solid waste generated for its customers in Santa Fe County while educating the public in the importance of waste diversion programs including waste reduction, recycling, composting and special waste.

The Caja Del Rio Landfill Division is committed to providing a safe, cost efficient and environmentally-sound management of solid waste generated for its customers in Santa Fe County.

The Recycling Division is committed to provide the most comprehensive recycling programs for the City and County of Santa Fe, in the most cost effective manner. The Division will continue to maintain and operate the Buckman Road Recycling and Transfer Station, to serve all the solid waste and recycling needs of our customers.

**2. Please attach an organization chart by divisions/sections within Department as applicable—do not include names of individuals or positions.**

Please see attached organization chart by divisions.

**3. Major accomplishments for Department (include all divisions) for FY 12/13.**

- Completed the construction of a permanent Household Hazardous Waste (HHW) facility and a recycling drop-off center at BuRRT.
- Started up the operations for the permanent HHW facility at BuRRT.
- Commenced the engineering and design for a landfill permit modification/renewal application.
- Commence the engineering design for Cell 5B/6B.
- Commence blasting and excavation of Cell 5B/6B.
- Commence the solid waste assessment and management study, which is a joint venture between Agency, City of Santa Fe, and Santa Fe County as per recommendations in the Comprehensive Solid Waste Management Plan.



- Continued the Solid Waste Advisory Committee for the Agency, City of Santa Fe, and Santa Fe County.
- Provided excellent customer service, both internally and externally.

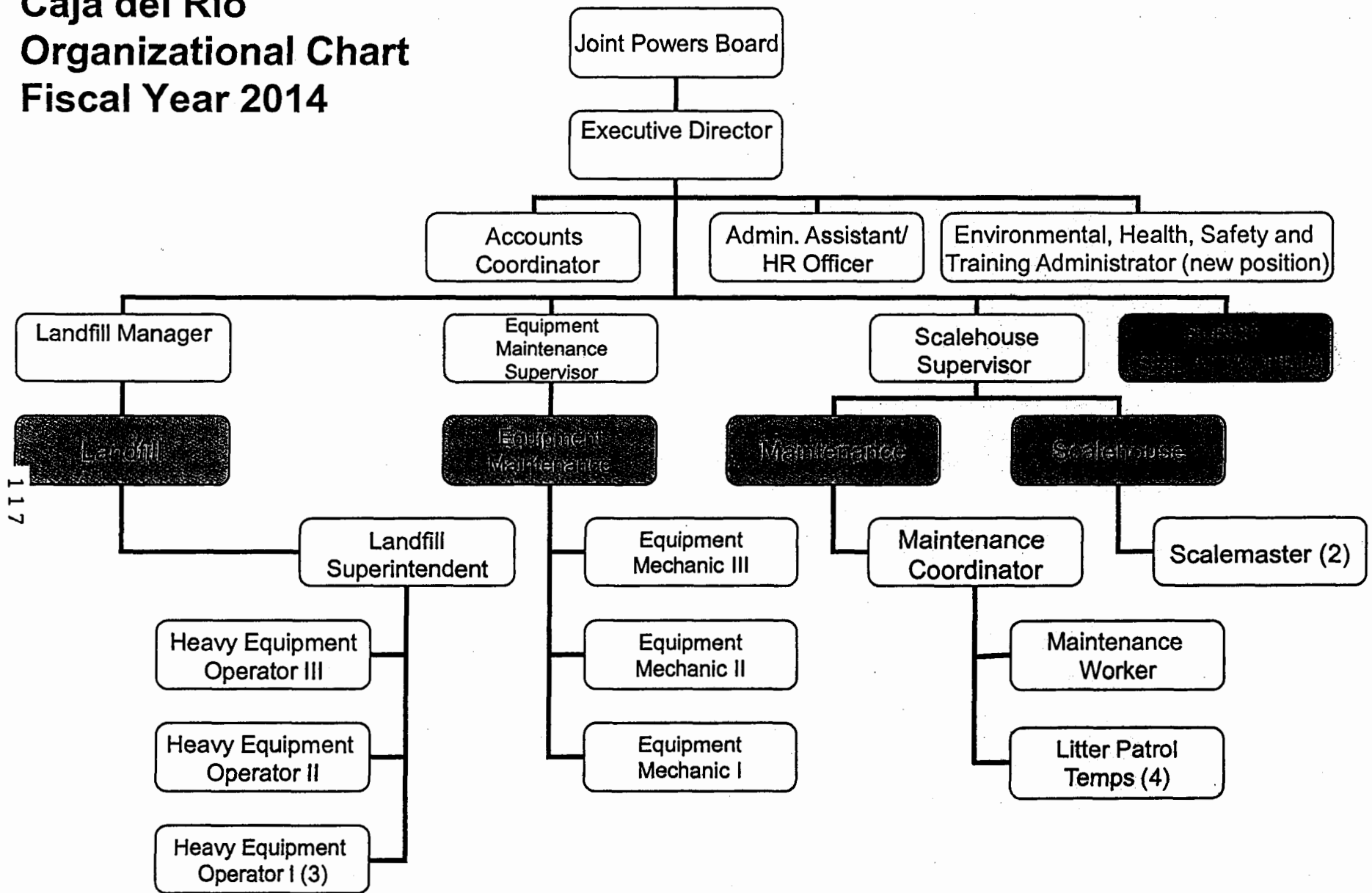
**4. Major goals for Department (include all divisions) for FY 13/14.**

- Submit a 20-year landfill permit modification/renewal application to the NMED.
- Commence the liner construction for Cell 5B only.
- Collaborate with City of Santa Fe and Santa Fe County on recommendations resulting from the solid waste assessment and management study, including but not limited to, solid waste flow control, out-of-county waste, outreach and education, and diversion programs.
- Secure a long-term mineral materials contract with the Bureau of Land Management (BLM).
- Negotiate a new union contract.
- Update the Agency's Personnel Policy Manual.
- Progress with the Agency's Environmental Health and Safety and Training Programs.
- Provide excellent customer service, both internally and externally.

# Caja del Rio

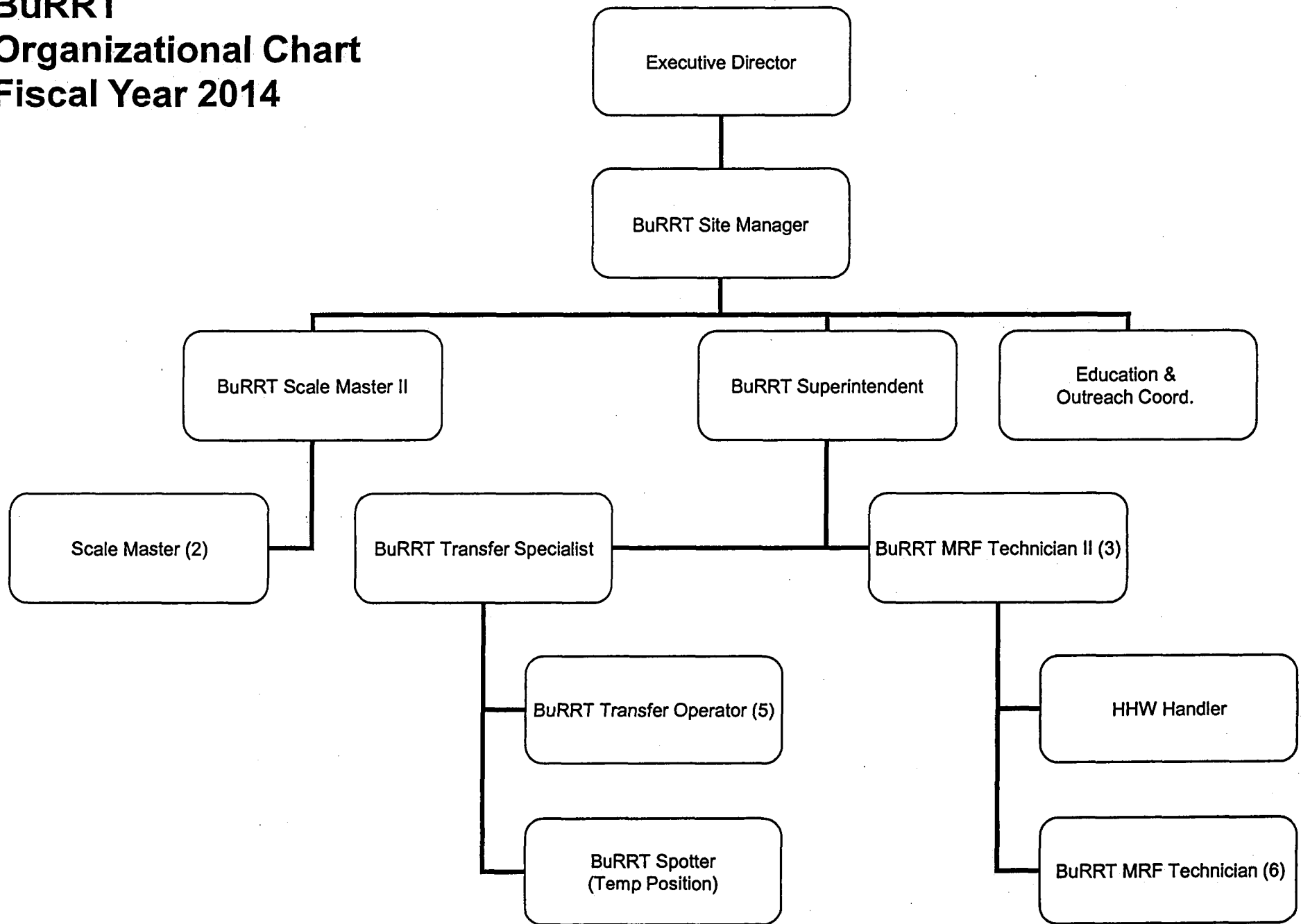
## Organizational Chart

### Fiscal Year 2014



# BuRRT Organizational Chart Fiscal Year 2014

118



## CITY OF SANTA FE, NEW MEXICO

FISCAL YEAR 2013/14  
REVENUE JUSTIFICATION(1) DEPARTMENT SFSWMA DIVISION \_\_\_\_\_ SECTION \_\_\_\_\_

Section 11-2.5 of the city code requires a review of fees in preparing the annual budget. Review all fees assessed within your functions to insure that fees charged are appropriate for the services provided. Increases or decreases to fees must be justified in writing. Attach a memo detailing the rationale for fee adjustments recommended.

All revenues have been reviewed and are at appropriate levels.

signed Ronda T. Hernandezdate 3/5/13

(2) REVENUE SOURCES*		(3)	(4)	(5)
BU/Line Item	Description	2011/12 ACTUAL	2012/13 BUDGET	2013/14 BUDGET
<b>Revenues</b>				
51500.438615	Recycle	1,084,968	875,000	773,500
51500.438710	Transfer Station	821,214	825,000	882,000
51500.438750	Landfill Tipping Fees	5,633,102	5,500,000	5,405,400
51500.470510	Dir/Rock Sales	90,398	60,000	112,500
51500.470400	Reimbursements/Misc Rev	10,751	-	-
		7,640,433	7,260,000	7,173,400
<b>TRANSFERS-IN.....</b>	<b>DID NOT KEY INTO E-1</b>			
51502.600150	Equipment Replacement Fund	750,000	750,000	500,000
51503.600150	Gas Collection System	125,000	125,000	150,000
51507.600150	Cell Development	181,369	125,000	129,747
51509.600150	Closure/Post Closure	100,000	-	-
51521.600150	Landfill Permitting	509,086	-	250,000
		1,665,455	1,000,000	1,029,747

\*NOTE: For transfer in or out, show fund or business unit representing the "other side" of the transfer. In other words, if a transfer in, note where the transfer comes from. If a transfer out, note where the transfer goes to.

DO NOT enter any transfers into JD Edwards--the Budget Office will do this.

Call the Budget Office @ 955-6177 if you need assistance.

## CITY OF SANTA FE, NEW MEXICO

FISCAL YEAR 2013/14  
CONTRACTUAL SERVICES

(Legal Services .510200, Professional Services .510300, Grants &amp; Services .510400)

## OPERATIONS

(1) DEPARTMENT SFSWMA DIVISION LANDFILL/BURRT SECTION \_\_\_\_\_(2) BUSINESS UNIT & LINE ITEM 52501.510200 (LEGAL Contracts)*Please identify whether a contract or grant is an ongoing or a new item.*

(3) ITEM	(4) PURPOSE	(5) EST. COST (TAXES INCLUDED)
Legal Services	Legal Services for the Agency	\$35,300
	TOTAL	\$35,300





# CITY OF SANTA FE, NEW MEXICO

## FISCAL YEAR 2013/14 CONTRACTUAL SERVICES

(Legal Services .510200, Professional Services .510300, Grants & Services .510400)

### OPERATIONS

(1) DEPARTMENT SFSWMA DIVISION LANDFILL/BURRT SECTION \_\_\_\_\_

(2) BUSINESS UNIT & LINE ITEM 52501.510300 (Professional Contracts)

*Please identify whether a contract or grant is an ongoing or a new item.*

(3)	(4)	(5)
ITEM	PURPOSE	EST. COST (TAXES INCLUDED)
Security	Security Services for the Landfill & BuRRT	\$75,000
Environmental Services	Monitoring of Methane, Groundwater, and Leachate	\$60,000
IS/Computer Support	Provide Technical Computer Support	\$35,000
Scale Calibration & Maintenance	Calibration and Repair of Landfill/BuRRT Scales	\$10,000
Software/Telephone Support	Annual Support Services Billing Software and Televatage Phone System	\$6,000
Hazardous Waste Disposal	Household Hazardous Waste Disposal Burrt	\$150,000
OSHA Health/Safety	Required OSHA Medical/Physical Exams	\$10,000
Audit Services	Annual Audit Required of by State Auditor	\$22,000
Storm Water Pollution Preventions Plans	Storm Water Monitoring, Inspection, Training and Updates (Analytical)	\$30,000
Surveying	Surveying Services	\$25,000
DNA Testing	Drug Testing/Random Testing/Vaccines	\$6,000
Tire Disposal	Disposal, Processing and Hauling of Tires	\$24,750
Armored Services	Armored Services for Cash Pick-Up	\$9,125
<b>TOTAL</b>		<b>\$462,875</b>



## CITY OF SANTA FE, NEW MEXICO

FISCAL YEAR 2013/14  
CONTRACTUAL SERVICES

(Legal Services .510200, Professional Services .510300, Grants &amp; Services .510400)

(1) DEPARTMENT SFSWMA OPERATIONS DIVISION LANDFILL/BURRT SECTION \_\_\_\_\_

(2) BUSINESS UNIT & LINE ITEM 52501.510300 (Professional Contracts)

Please identify whether a contract or grant is an ongoing or a new item.

(3)	(4)	(5)
ITEM	PURPOSE	EST. COST (TAXES INCLUDED)
Electrical Services	Repair/Maintenance to Electrical Systems	\$20,000
Disposal of Hazardous Fluids	Disposal of Hazardous Fluids as per State/Federal Regulations from the Landfill	\$5,000
Web Page	Updates and Changes to Web Page	\$5,000
Health and Safety (OSHA)	Safety Classes/Training/Health and Safety Plans and Assessments	\$75,000
	<i>E-1 Page 1</i>	\$462,875
	<b>TOTAL</b>	<b>\$567,875.00</b>

## CITY OF SANTA FE, NEW MEXICO

FISCAL YEAR 2013/14

## CAPITAL OUTLAY ITEMS IN EXCESS OF \$5,000

(For each item)(1) DEPARTMENT SFSWMA DIVISION LANDFILL SECTION \_\_\_\_\_

(2) BUSINESS UNIT &amp; LINE ITEM \_\_\_\_\_ 52502. SEE EACH ITEM \_\_\_\_\_

*If item is a replacement, include year purchased, condition, and mileage (for vehicles).**If item is a new requirement, include a brief justification.*

(3)	(4)	(5)
ITEM	PURPOSE	EST. COST TAXES INCLUDED
CATERPILLAR 836 LANDFILL COMPACTOR BU & LI (52502.570500)	REPLACE UNIT 1327-2004 836G LANDFILL COMPACTOR WITH 23,000 HOURS (2ND LIFE)_	\$ 1,000,000.00
	TOTAL	\$ 1,000,000.00

(6) REVIEWED BY \_\_\_\_\_  
PURCHASING DIRECTOR

## CITY OF SANTA FE, NEW MEXICO

FISCAL YEAR 2013/14  
OPERATING EXPENSE JUSTIFICATION

Use for Increases > 5% or decreases > 15% from current FY 10/11 budgeted line items except  
Contractual Services (use E-1), Capital Outlay (use E-2), and Computer Hardware/Software (use E-4)

(1) DEPARTMENT SFSWMA DIVISION Landfill Operations

(2) BUSINESS UNIT 52501

(3) ITEM: HEALTH INSURANCE OBJECT # 503200 FY 12-13 Base (no carryforward)  
AMOUNT: \$ 197,980.00

Increase/(Decrease) \$ 47,234.00 FY 13/14 Request \$ 245,214.00

EXPLANATION: Increase based on computing all Employees having health insurance  
which is not reflective in base budget

(3) ITEM: COLA and MERIT OBJECT #  FY 12-13 Base (no carryforward)  
AMOUNT: \$ 58,000.00

Increase/(Decrease) \$ (11,638.00) FY 13/14 Request \$ 49,062.00

EXPLANATION: Increase based on SFSWMA intent to give Employees a 2.1% COLA and 2% Merit Increase  
and related payroll liabilities associated with increases, i.e. PERA, RHC, FICA and FHMI  
COLA \$24,874 MERIT \$24,188

(3) ITEM: TEMPORARY PART-TIME OBJECT # 500800 FY 12-13 Base (no carryforward)  
AMOUNT: \$ 80,000.00

Increase/(Decrease) \$  FY 13/14 Request \$ 80,000.00

EXPLANATION: Contract cancelled with NM Corrections Department and budget moved to  
Temporary Part-Time to hire 4 employees to help with litter patrol and maintenance  
at both facilities. This is going to be yearly

Key all expenditure line items except transfers into the budget development database.

For transfers in or out, show fund or business unit and the "other side" of the transfer.

If a transfer in, note where the transfer comes from. If a transfer out, note where the transfer goes to.

## CITY OF SANTA FE, NEW MEXICO

FISCAL YEAR 2013/14  
OPERATING EXPENSE JUSTIFICATION

Use for increases > 5% or decreases > 15% from current FY 11/12 budgeted line items except  
Contractual Services (use E-1), Capital Outlay (use E-2), and Computer Hardware/Software (use E-4)

(1) DEPARTMENT SFSWMA DIVISION Landfill - Operations

(2) BUSINESS UNIT 52501

(3) ITEM: AUTO PARTS OBJECT # 530850 FY 12-13 Base (no carryforward)  
AMOUNT: \$ 10,000.00

Increase/(Decrease) \$ 2,000.00 FY 13/14 Request \$ 12,000.00

EXPLANATION: Increase base on ageing auto fleet

(3) ITEM: TIRES OBJECT # 530900 FY 12-13 Base (no carryforward)  
AMOUNT: \$ 10,000.00

Increase/(Decrease) \$ (2,000.00) FY 13/14 Request \$ 8,000.00

EXPLANATION: Decrease based on average of last 4 Fiscal Years analysis

(3) ITEM: GASOLINE OBJECT # 531000 FY 12-13 Base (no carryforward)  
AMOUNT: \$ 33,127.00

Increase/(Decrease) \$ (3,127.00) FY 13/14 Request \$ 30,000.00

EXPLANATION: Decrease based on FY 12-13 usage

Key all expenditure line items except transfers into the budget development database.

For transfers in or out, show fund or business unit representing the "other side" of the transfer.  
If a transfer in, note where the transfer comes from. If a transfer out, note where the transfer goes to.

## CITY OF SANTA FE, NEW MEXICO

FISCAL YEAR 2013/14  
OPERATING EXPENSE JUSTIFICATION

Use for increases > 5% or decreases > 15% from current FY 11/12 budgeted line items except  
Contractual Services (use E-1), Capital Outlay (use E-2), and Computer Hardware/Software (use E-4)

(1) DEPARTMENT SFSWMA DIVISION Landfill - Operations

(2) BUSINESS UNIT 52501

(3) ITEM: Bond Expense OBJECT # 555400 FY 12-13 Base (no carryforward)  
AMOUNT: \$ 150.00  
Increase/(Decrease) \$ 850.00 FY 13/14 Request \$ 1,000.00

EXPLANATION: Increase based on BLM increasing the Bond Requirement for compliance

(3) ITEM: Rental Equip & Mach OBJECT # 562600 FY 12-13 Base (no carryforward)  
AMOUNT: \$ 2,500.00  
Increase/(Decrease) \$ 2,500.00 FY 13/14 Request \$ 5,000.00

EXPLANATION: Increase based on analysis of last 3 years actual cost

(3) ITEM: \_\_\_\_\_ OBJECT # \_\_\_\_\_ FY 12-13 Base (no carryforward)  
AMOUNT: \$ \_\_\_\_\_  
Increase/(Decrease) \$ \_\_\_\_\_ FY 13/14 Request \$ \_\_\_\_\_

EXPLANATION: \_\_\_\_\_

Key all expenditure line items except transfers into the budget development database.

For transfers in or out, show fund or business unit representing the "other side" of the transfer.  
If a transfer in, note where the transfer comes from. If a transfer out, note where the transfer goes to.

## CITY OF SANTA FE, NEW MEXICO

FISCAL YEAR 2013/14  
OPERATING EXPENSE JUSTIFICATION

Use for increases > 5% or decreases > 15% from current FY 10/11 budgeted line items except Contractual Services (use E-1), Capital Outlay (use E-2), and Computer Hardware/Software (use E-4)

(1) DEPARTMENT SFSWMA DIVISION Landfill - Operations

(2) BUSINESS UNIT 52501

(3) ITEM: Debt Service Principal OBJECT # 590100 FY 12-13 Base (no carryforward) AMOUNT: \$ 601,864.00

Increase/(Decrease) \$ (199,786.00) FY 13/14 Request \$ 402,078.00

EXPLANATION: Based on loan payment schedule for FY 2013-2014.

(3) ITEM: Debt Service Interest OBJECT # 590200 FY 12-13 Base (no carryforward) AMOUNT: \$ 30,372.00

Increase/(Decrease) \$ (18,310.00) FY 13/14 Request \$ 12,062.00

EXPLANATION: Based on loan payment schedule for FY 2013-2014.

(3) ITEM: Dept Intrafund Transfer (Out) OBJECT # 700150 FY 12-13 Base (no carryforward) AMOUNT: \$ 1,000,000.00

Increase/(Decrease) \$ 69,747.00 FY 13/14 Request \$ 1,069,747.00

EXPLANATION: Equipment Replacement Reserve (51502) decreased to \$500,000.00

Gas Collection System Reserve (51503) increased to \$150,000.00. Cell Development Reserve (51507) increased from \$125,000 to \$129,747.00. Closure Post Closure Reserve (51509) remained at \$0

Landfill Permitting (52521) increased from \$0 to \$290,000

DID NOT KEY INTO E-1 SYSTEM PER INSTRUCTIONS

Key all expenditure line items except transfers into the budget development database.  
For transfers in or out, show fund or business unit representing the "other side"  
of the transfer. If a transfer in, note where the transfer comes from. If a transfer out,  
note where the transfer goes to.

## CITY OF SANTA FE, NEW MEXICO

FISCAL YEAR 2013/14  
OPERATING EXPENSE JUSTIFICATION

Use for Increases > 5% or decreases > 15% from current FY 10/11 budgeted line items except Contractual Services (use E-1), Capital Outlay (use E-2), and Computer Hardware/Software (use E-4)

(1) DEPARTMENT SFSWMA DIVISION BuRRT - Operations

(2) BUSINESS UNIT 52504

(3) ITEM: COLA and MERIT OBJECT #                      FY 12-13 Base (no carryforward)  
AMOUNT: \$ 46,530.00

Increase/(Decrease) \$ (6,603.00) FY 13/14 Request \$ 39,927.00

EXPLANATION: Increase based on SFSWMA intent to give Employees a 2.1% COLA and 2% Merit Increase  
and related payroll liabilities associated with increases, i.e. PERA, RHC, FICA and FHMI  
COLA \$20,243 MERIT \$19,684

(3) ITEM: Rep & Maint Building OBJECT # 520100 FY 12-13 Base (no carryforward)  
AMOUNT: \$ 86,610.00

Increase/(Decrease) \$ (36,610.00) FY 12/13 Request \$ 50,000.00

EXPLANATION: We believe FY 12-13 base budget is wrong, it should be \$50,000 as was inserted last year  
a project costing \$36,610 to move the HVAC system was done and budgeted for with  
cash reserves DURING the year. This was a one time cost

(3) ITEM: C/O Building & Structures OBJECT # 570400 FY 12-13 Base (no carryforward)  
AMOUNT: \$ 9,718.00

Increase/(Decrease) \$ (9,718.00) FY 12/13 Request \$ -

EXPLANATION: To correct base budget number

Key all expenditure line items except transfers into the budget development database.

For transfers in or out, show fund or business unit representing the "other side" of the transfer.  
If a transfer in, note where the transfer comes from. If a transfer out, note where the transfer goes to.

## CITY OF SANTA FE, NEW MEXICO

FISCAL YEAR 2013/14  
OPERATING EXPENSE JUSTIFICATION

Use for increases > 5% or decreases > 15% from current FY 10/11 budgeted line items except  
Contractual Services (use E-1), Capital Outlay (use E-2), and Computer Hardware/Software (use E-4)

(1) DEPARTMENT SFSWMA DIVISION BuRRT - Operations

(2) BUSINESS UNIT 52504

(3) ITEM: WIP DESIGN OBJECT # 572960 FY 12-13 Base (no carryforward)  
AMOUNT: \$ 7,039.00

Increase/(Decrease) \$ (7,039.00) FY 13/14 Request \$ -

EXPLANATION: To correct base budget number

(3) ITEM: \_\_\_\_\_ OBJECT # \_\_\_\_\_ FY 12-13 Base (no carryforward)  
AMOUNT: \$ \_\_\_\_\_

Increase/(Decrease) \$ \_\_\_\_\_ FY 13/14 Request \$ \_\_\_\_\_

EXPLANATION: \_\_\_\_\_

(3) ITEM: \_\_\_\_\_ OBJECT # \_\_\_\_\_ FY 12-13 Base (no carryforward)  
AMOUNT: \$ \_\_\_\_\_

Increase/(Decrease) \$ \_\_\_\_\_ FY 13/14 Request \$ \_\_\_\_\_

EXPLANATION: \_\_\_\_\_

Key all expenditure line items except transfers into the budget development database.

For transfers in or out, show fund or business unit representing the "other side" of the transfer.  
if a transfer in, note where the transfer comes from. If a transfer out, note where the transfer goes to.



## CITY OF SANTA FE, NEW MEXICO

AFSCME, NON-UNION &amp; SWAMA

FISCAL YEAR 2013/2014

## OVERTIME, SHIFT DIFFERENTIAL, INCENTIVE PAY REQUEST

(1) SUBMITTED BY: RANDALL KIPPENBROCK  
 (3) DEPARTMENT: SFSWMA  
 (5) BUSINESS UNIT: 52501

(2) DATE: MARCH 1, 2013  
 (4) DIVISION: \_\_\_\_\_

ITEM:	(6) EMPLOYEE NUMBER & NAME	(7) POS. #	(8) INCENTIVE PAY NAME	(9) AMOUNT REQUESTED	(10) * PERA	(11) * RHC	(12) ** FICA	(13) *** FMHI	(14) TOTAL
Overtime				25,000			1,550	363	26,913
Shift Differential					0	0	0	0	0
Incentive Pay			Bilingual Pay	600	114	12	37	9	772
Incentive Pay			Hazard Pay	600	114	12	37	9	772
Incentive Pay			Sick Leave Incent	3,000	570	60	186	44	3,860
Incentive Pay					0	0	0	0	0
Incentive Pay					0	0	0	0	0
Incentive Pay					0	0	0	0	0
(15) TOTALS				29,200	799	84	1,810	423	32,316

RATES      PERA      RHC      FICA      FMHI  
                  19.0125%    2.000%    6.20%    1.45%

Randall Kippenbrock  
 EXECUTIVE DIRECTOR

3-5-13  
 DATE

\_\_\_\_\_  
 BUDGET

\_\_\_\_\_  
 DATE

## CITY OF SANTA FE, NEW MEXICO

AFSCME, NON-UNION &amp; SWAMA

FISCAL YEAR 2013/2014

## OVERTIME, SHIFT DIFFERENTIAL, INCENTIVE PAY REQUEST

(1) SUBMITTED BY: RANDALL KIPPENBROCK

(2) DATE: MARCH 1, 2013

(3) DEPARTMENT: SFSWMA

(4) DIVISION:

(5) BUSINESS UNIT: 52504

ITEM:	(6) EMPLOYEE NUMBER & NAME	(7) POS. #	(8) INCENTIVE PAY NAME	(9) AMOUNT REQUESTED	(10) * PERA	(11) * RHC	(12) ** FICA	(13) *** FMHI	(14) TOTAL
Overtime				25,000			1,550	363	26,913
Shift Differential					0	0	0	0	0
Incentive Pay			Bilingual Pay	600	114	12	37	9	772
Incentive Pay			Hazard Pay	600	114	12	37	9	772
Incentive Pay			Sick Leave Incent	3,000	570	60	186	44	3,860
Incentive Pay					0	0	0	0	0
Incentive Pay					0	0	0	0	0
Incentive Pay					0	0	0	0	0
(15) TOTALS				29,200	799	84	1,810	423	32,316

RATES                      PERA                      RHC                      FICA                      FMHI  
                                  19.0125%                      2.000%                      6.20%                      1.45%

*Randall Kippenbrock*  
 EXECUTIVE DIRECTOR

*3/5/13*  
 DATE

BUDGET

DATE

## CITY OF SANTA FE, NEW MEXICO

AFSCME, NON-UNION &amp; SWAMA

FISCAL YEAR 2013/2014

## PERSONNEL BUDGET EXPANSION/REDUCTION REQUEST - Classified, Term City &amp; Grant

**EXPANSION****REDUCTION**

(1) SUBMITTED BY: RANDALL KIPPENBROCK

(2) DATE: 3/1/2013

(3) DEPARTMENT: SFSWMA

(4) DIVISION:

(5a) BUSINESS UNIT: 52501 % S&amp;B:

(5b) BUSINESS UNIT: % S&amp;B:

(6)	(7)	(8)	(9)	(10)	(11)	(12)	(13)	(14)
OBJECT	JOB CLASSIFICATION TITLE	STATUS	RANGE	HOURLY RATE	REQUESTED SALARY & BENEFITS	REQUESTED OVERTIME	REQUESTED SHIFT DIFFEREN.	REQUESTED INCENTIVE PAY
	Environmental Health, Safety and Training Administrator		SWM/20	34,390.00	Salary: 71,806 RHC: 1,436 PERA: 13,652 HINS: 13,691 FICA: 4,452 Sup. Life: 414 FMHI: 1,041 Dental: 635 WCOMP: 225	\$ 0	\$ 0	\$ 0
(15)	FUNDING: Full FY: Partial Yr: (Pay Periods) FT: X PT: Hrs/Wk: 40 Total: 2088 WCMP CODE: 8810 RATE: 0.003 ASSESSMENT: 9.2				TOTAL(PY): 0 TOTAL(FY): 107,352	\$ 0	\$ 0	\$ 0
(16)	NON-FUNDED POSITION/ REDUCTION REQUEST	TOTAL SALARY & BENEFITS AMOUNT		BUSINESS UNIT SAVING OF 70%		REMAINING SAVINGS TO GENERAL FUND OR OTHER FUND		

(6)	(7)	(8)	(9)	(10)	(11)	(12)	(13)	(14)
OBJECT	JOB CLASSIFICATION TITLE	STATUS	RANGE	HOURLY RATE	REQUESTED SALARY & BENEFITS	REQUESTED OVERTIME	REQUESTED SHIFT DIFFEREN.	REQUESTED INCENTIVE PAY
				0.0000	Salary: 0 RHC: 0 PERA: 0 HINS: 0 FICA: 0 Sup. Life: 0 FMHI: 0 Dental: 0 WCOMP: 0	\$ 0	\$ 0	\$ 0
(17)	FUNDING: Full FY: Partial Yr: (Pay Periods) FT: PT: Hrs/Wk: Total: 1044 WCMP CODE: 5506 RATE: 0.025 ASSESSMENT: 9.2				TOTAL(PY): 0 TOTAL(FY): 0	\$ 0	\$ 0	\$ 0
(17)	NON-FUNDED POSITION/ REDUCTION REQUEST	TOTAL SALARY & BENEFITS AMOUNT		BUSINESS UNIT SAVING OF 70%		REMAINING SAVINGS TO GENERAL FUND OR OTHER FUND		

PERA RHC FICA FMHI HEALTH DENTAL  
19.0125% 2.000% 6.20% 1.45% 13,691 635

(16) REVIEWED BY:

EXECUTIVE DIRECTOR

DATE

(17) REVIEWED BY:

BUDGET

DATE

Supplemental Life = (Salary x \$.30 x 12) / 1000 0.00576  
F = Payable up to salary level of \$90,000.