

CITY OF SANTA FE

"REQUEST FOR PROPOSALS"

Groundwater Monitoring, Soil Vapor Monitoring and Other Environmental and
Engineering Services for Landfill Sites

RFP #'19/19/P

PROPOSAL DUE:

**January 3, 2019
2:00 P.M.
PURCHASING OFFICE
CITY OF SANTA FE
2651 SIRINGO ROAD
BUILDING "H" SANTA FE,
NEW MEXICO 87505**

TABLE OF CONTENTS

Advertisement for Proposals.....	1
Proposal Schedule.....	2
Information to Proponents.....	3
Local Preference.....	4
Special Conditions.....	6
Scope of Services Required.....	9
Submittal Requirements.....	21
Final Evaluation for Written Proposals and Interviews.....	26

Attachments:

1. Non-Disclosure and Conflict of Interest Statement
2. Campaign Contribution Disclosure Form
3. Sample Contract
4. Minimum Wage Ordinance

REQUEST FOR PROPOSALS

PROPOSAL NUMBER '19/19/P

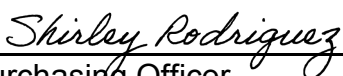
Proposals will be received by the City of Santa Fe and shall be delivered to the City of Santa Fe Purchasing Office, 2651 Siringo Road Building "H" Santa Fe, New Mexico 87505 **until 2:00 P.M. local prevailing time, January 3, 2019**. Any proposal received after this deadline will not be considered. This proposal is for the purpose of procuring professional services for the following:

Groundwater Monitoring, Soil Vapor Monitoring and Other Environmental and Engineering Services for Landfill Sites

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

The City of Santa Fe 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 proponent will be required to conform to the Equal Opportunity Employment regulations.

Proposals may be held for sixty (60) days subject to action by the City. The City reserves the right to reject any of all proposals in part or in whole. Proposal packets are available by contacting: Shirley Rodriguez, City of Santa Fe, Purchasing Office, 2651 Siringo Road, Building "H" Santa Fe, New Mexico, 87505, (505) 955-5711.


Purchasing Officer

Received by the Santa Fe New Mexican Newspaper on: November 28, 2018
To be published on: December 3, 2018

Received by the Albuquerque Journal Newspaper on: November 28, 2018
To be published on: December 3, 2018

PROPOSAL SCHEDULE

RFP # '19/19/P

- | | | |
|----|---|---|
| 1. | Advertisement | December 3, 2018 |
| 2. | Issuance of RFP'S: | December 3, 2018 |
| 3. | Receipt of proposals: | January 3, 2019 at 2:00 p.m.
local prevailing time.
Purchasing Office 2651
Siringo Road Bldg., "H"
Santa Fe, New Mexico
87505 (505) 955-5711 |
| 4. | Evaluation of proposals: | January 11, 2019 |
| 5. | Interviews: | January 15, 2019 |
| 6. | Recommendation of award
to Public Utilities Committee: | February 6, 2019 |
| 7. | Recommendation of award
to Finance Committee: | February 18, 2019 |
| 8. | Recommendation of award
to City Council: | February 27, 2019 |

DATES OF CONSIDERATION BY FINANCE COMMITTEE AND CITY COUNCIL ARE TENTATIVE AND SUBJECT TO CHANGE WITHOUT NOTICE.

INFORMATION FOR PROPONENTS

1. RECEIPT OF PROPOSALS

The City of Santa Fe (herein called "City"), invites firms to submit one electronic file and 4 printed copies of the proposal. Proposals will be received by the Purchasing Office, until 2:00 p.m. local prevailing time January 3, 2018.

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

Proposal number: '19/19/P

Title of the proposal: Groundwater Monitoring, Soil Vapor Monitoring and Other Environmental and Engineering Services for Landfill Sites

Name and address of the proponent:

Any proposal received after the time and date specified shall not be considered. No proposing firm may withdraw a proposal within 60 days after the actual date of the opening thereof.

2. PREPARATION OF PROPOSAL

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

This request for proposal may be canceled or any and all proposals may be rejected in whole or in part, whenever the City of Santa Fe determines it is in the best interest of the city.

3. ADDENDA AND INTERPRETATIONS

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

Every request for such interpretation should be in writing addressed to, Purchasing Officer, 2651 Siringo Road Bldg. "H" Santa Fe, New Mexico, 87505 and to be given

consideration must be received at least (5) days prior to the date set for the receiving of proposals.

Any and all such interpretations and any supplemental instruction will be in the form of written addenda to the RFP, which if issued, will be delivered to all prospective firms not later than three days prior to the date fixed for the receipt of the proposals. Failure of any proposing firm to receive any such addenda or interpretations shall not relieve such firm from any obligation under their proposal as submitted. All addenda so issued shall become part of the contract documents.

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

4. LAWS AND REGULATIONS

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

5. METHOD OF AWARD

The proposal is to be awarded based on qualified proposals as per the enclosed rating system and at the discretion and consideration of the governing body of the City of Santa Fe. The selection committee may interview the top three rated proponents; however, contracts may be awarded without such interviews. At its discretion the city reserves the right to alter the membership or size of the selection committee. The City reserves the right to change the number of firms interviewed. The City may extend the purchase of goods under the Bid at the option of the City for a period of four (4) years from the date of the executed purchase order, subject to the agreement of the offeror.

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

A copy of the City of Santa Fe Ordinance No. 2003-8, passed by the Santa Fe City Council on February 26, 2003 is attached. The proponent or bidder will be required to submit the proposal or bid such that it complies with the ordinance to the extent applicable. The recommended Contractor will be required to comply with the ordinance to the extent applicable, as well as any subsequent changes to the Ordinance throughout the term of this contract.

7. CITY LOCAL PREFERENCE

A state of New Mexico Taxation and Revenue Department Resident Business Certification of eligibility must be attached. If an offer is received without a copy of the appropriate State of New Mexico Taxation and Revenue Department issued Resident Business Certificate, the preference will not be applied.

The City shall apply the following definitions and preferences:

- 1) "resident business" means a business that has a valid resident business certificate issued by the taxation and revenue department pursuant to Section 13-1-22, and which shows that the resident business resides within the Santa Fe municipal limits.
- 2) When the city makes a purchase using a formal bid process, the public body shall deem a bid submitted by a resident business to be 3% percent lower than the bid actually submitted. In addition, if the bid includes subcontractors who are also resident businesses, the public body shall deem a bid submitted by a resident business with resident business subcontractors to be 6% lower than the bid actually submitted. If a non-resident business hires all resident business subcontractors, the public body shall deem the bid to be 3% percent lower than the bid actually submitted.
- 3) When the city makes a purchase using a formal request for proposals process, not including contracts awarded on a point-based system, the city shall award an additional:
 - (a) three percent or the total weight of all the factors used in evaluating the proposals to a resident business; and
 - (b) three percent or the total weight of all the factors used in evaluating the used in evaluating the proposals to a business with all resident business subcontractors.
- 4) When the city makes a purchase using a formal request for proposals process, and the contract is awarded based on a point-based system, the city shall award additional points equivalent to:

- (1) three percent of the total possible points to a resident business:
and
 - (2) three percent of the total possible points to a business with all
resident business subcontractors.
- 5) The maximum available local preference shall be 6%.
- 6) Competitive sealed proposals valued in excess of one million dollars
(\$1,000,000.00)
 - (1) If the bid or proposal includes to subcontractors who are also
resident business, the public body shall deem a bid or proposal
submitted by a resident business to be six percent (6%) lower
than the bid actually submitted, if and only if at least fifty percent
(50%) of the subcontracted services go to subcontractors who
are resident businesses.
 - (2) If a non-resident business hires resident business subcontractors,
the public body shall deem the bid or proposal to be three percent
(3%) lower than the bid actually submitted, if and only at least fifty
percent (50%) of the subcontracted services go to subcontractors
who are resident businesses."

8. PROTESTS AND RESOLUTIONS PROCEDURES

Any proponent, offeror, or contractor who is aggrieved in connection with a procurement may protest to the Purchasing Officer. The protest must be in writing and submitted within fifteen (15) days and requirements regarding protest and resolution of protests are available from the Purchasing Office upon request.

SPECIAL CONDITIONS

1. GENERAL

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

2. ASSIGNMENT

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

3. VARIATION IN SCOPE OF WORK

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

4. DISCOUNTS

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

5. TAXES

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

6. INVOICING

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

(B) Invoice must be submitted to ACCOUNTS PAYABLE and NOT THE CITY PURCHASING AGENT.

7. METHOD OF PAYMENT

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

8. DEFAULT

The City reserves the right to cancel all or any part of this order without cost to the City if the vendor fails to meet the provisions for this order, and except as otherwise provided herein, to hold the vendor liable for any excess cost occasioned by the city due to the vendor's default. The vendor shall not be liable for any excess cost if

failure to perform the order arises out of causes beyond the control and with the fault or negligence of the Vendor and these causes have been made known to the City of Santa Fe in written form within five working days of the vendor becoming aware of a cause which may create any delay; such causes include, but are not limited to, acts of God or the public enemy, acts of the State or of the Federal Government, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, unusually severe weather and defaults of sub-contractors due to any of the above unless the city shall determine that the suppliers or services to be furnished by the sub-contractor are obtainable from other sources in sufficient time to permit the vendor to meet the required delivery schedule. The rights and remedies of the city are not limited to those provided for in this paragraph and are in addition to any other rights provided for by law.

9. NON-DISCRIMINATION

By signing this City of Santa Fe bid or proposal, the vendor agrees to comply with the Presidents Executive Order No. 11246 as amended.

10. NON-COLLUSION

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

SCOPE OF SERVICES '19/19/P

1. Introduction

The City of Santa Fe (City) Environmental Services Division is seeking bids from qualified firms to conduct groundwater monitoring, soil vapor monitoring and other environmental and engineering services for its closed landfill sites, the Former Frank Ortiz Landfill and the Paseo De Vista Landfill. It is important to note that the Former Frank Ortiz Landfill is regulated under a Stage 1 Abatement Plan that is administered by the New Mexico Environment Department (NMED) Ground Water Quality Bureau (GWQB). The Paseo De Vista Landfill is regulated under NMED Solid Waste Bureau (SWB) Solid Waste Management Regulations (SWMR).

2. Former Frank Ortiz Landfill Site

2.1. Background

The Former Frank Ortiz Landfill was never formerly designated or operated by the City as a landfill but was used routinely by its citizens as a municipal dumpsite for the disposal of waste. Aerial photography of the area indicates that the Former Frank Ortiz Landfill was used for this purpose between 1954 and 1968. The Former Frank Ortiz Landfill was re-developed with irrigated soccer fields from 1987 to 1993. The increased irrigation in the area could potentially have enhanced leachate and landfill gas generation. The Former Frank Ortiz Landfill was unregulated, as there were no solid waste management regulations promulgated during that period. No records of received volumes, weights, or waste types were made. The Former Frank Ortiz Landfill was not closed in accordance with state solid waste requirements. No final grading, liner, cap, or other measures were designed to limit percolation of water into the buried wastes.

The Former Frank Ortiz Landfill is within the western part of the Santa Fe topographic quadrangle. The 35-acre Former Frank Ortiz Landfill is bound to the north-northeast by Paseo de las Vistas, the west by the Arroyo Torreon, and to the east by La Loma Vista. It is located along a side slope, feeding into the Arroyo Torreon. The current land use is recreational as a public dog park. Some small trees and sparse native vegetation cover the Park area. Trails, dirt roads, and erosion drainages cover the area. The elevation of the Former Frank Ortiz Landfill ranges from approximately 6,960 ft above mean sea level (amsl) to 7,030 ft amsl. Groundwater is located approximately 360 feet below ground surface.

2.2. Required Contractor Services -- Continued Stage 1 Abatement Plan Investigations

The contractor will implement the amended work plan prepared by INTERA and approved by the New Mexico Environment Department, as included in the Phase II Environmental Site Assessment Report, Former Frank Ortiz Landfill, Santa Fe County, New Mexico, dated July 30, 2018 (attached). The amended work plan includes, but is not limited to, the following required activities:

1. Installation of three groundwater monitoring wells downgradient to the Former Frank Ortiz Landfill Site. The proposed well locations are shown on Figure 2. The new groundwater

monitoring wells will be completed as a groundwater monitoring well coupled with permanent soil vapor sampling ports (one shallow, one intermediate, and one deep).;

2. Completion of new groundwater monitoring wells coupled with three soil vapor ports: one shallow, one intermediate, and one deep. To be consistent with the other three on-site soil vapor monitoring wells, the shallow, intermediate, and deep vapor sampling ports will be installed at approximately 10, 30, and 40 ft bgs.;
3. Installation of a soil vapor well with three soil vapor ports (one shallow, one intermediate, and one deep), adjacent to existing groundwater monitoring well, Ortiz Park-1. The shallow, intermediate, and deep vapor sampling ports will be installed at approximately 10, 30, and 40 ft bgs.;
4. Collection of eight soil samples (two per soil boring) during well installation to be analyzed for volatile organic compounds (VOCs), semi-volatile organic compounds (SVOCs), NMED designated metals (arsenic, barium, cadmium, chromium, lead, selenium, silver, uranium, copper, iron, manganese, zinc, aluminum, boron, cobalt, molybdenum, and nickel), polychlorinated biphenyls (PCBs), and nitrate/nitrite. Two (2) soil samples will be submitted to the laboratory for analysis from each soil boring location. In the soil borings completed for groundwater monitoring wells, one soil sample will be collected just below the total depth of the waste and one soil sample collected at the water table interface. For the soil vapor well, one soil sample will be collected just below the total depth of the waste and one soil sample collected at the total depth of the soil boring;
5. Conduct a single initial soil vapor monitoring event following the installation of the soil vapor well collecting soil vapor samples from all Former Frank Ortiz soil vapor wells (4 total soil vapor wells, 3 ports per soil vapor well and three ground water wells with co-located soil vapor probes [3 soil vapor probes per groundwater well]) (21 soil vapor probes total) to test for the presence and concentration of landfill gases (methane and hydrogen sulfide) and VOCs;
6. Conduct a single initial groundwater monitoring event collecting groundwater samples from all site groundwater monitoring wells (4 total groundwater monitoring wells) and analyzing for VOCs, SVOCs, NMED-designated metals (i.e., arsenic, barium, cadmium, chromium, lead, selenium, silver, uranium, copper, iron, manganese, zinc, aluminum, boron, cobalt, molybdenum, and nickel), PCBs, and nitrate/nitrite; and,
7. Conduct four additional semi-annual groundwater monitoring events at all groundwater wells to be analyzed for volatile organic compounds (VOCs), semi-volatile organic compounds (SVOCs), NMED designated metals (i.e., arsenic, barium, cadmium, chromium, lead, selenium, silver, uranium, copper, iron, manganese, zinc, aluminum, boron, cobalt, molybdenum, and nickel), polychlorinated biphenyls (PCBs), and nitrate/nitrite.

The contractor shall also develop a schedule for completion of all activities contained within the Phase II Environmental Site Assessment Report, Former Frank Ortiz Landfill, Santa Fe, Santa Fe

County, New Mexico for approval by the City and subsequent submittal to the NMED GQWB for their subsequent approval. Pursuant to Section 4109 of the New Mexico Ground and Surface Water Protection Regulations (20.6.2 NMAC), the contractor will conduct all investigation, abatement, monitoring, and reporting activities according to the terms and schedules contained in the approved Plan or approved by the City and NMED pursuant to the plan.

The contractor shall conduct all work subject to Section 20.6.2.4 107 NMAC concerning advance notice for sampling, well plugging and abandonment, and NMED rights for entry, inspection, and sampling. NMED's approval of the City's amended plan does not relieve the City of its responsibility to obtain third-party access and to comply with any other applicable federal, state, and/or local laws and regulations, including zoning requirements and nuisance ordinances.

Any changes by the contractor to the activities prescribed in the NMED-approved amendments to the SIAP (Stage 1 Abatement Plan) must receive prior approval in writing from NMED. If implementation of the approved plan fails to adequately define site conditions and provide the data necessary to select and design an effective abatement option, additional Stage 1 actions may be required.

2.3. Schedule

The contractor shall submit a schedule to complete all proposed field activities at the Former Frank Ortiz Landfill. The installation of the groundwater monitoring wells and soil vapor monitoring well shall be conducted in Year 1 of the proposed schedule. The additional site investigation report, to be completed following the installation of the groundwater monitoring wells and soil vapor well and after the initial ground water and soil vapor monitoring events shall also be completed in Year 1 of the proposed schedule. Only long-term monitoring activities shall be completed in Year 2, Year 3, and Year 4.

2.4. Report Requirements

A report deliverable will be submitted to the City of Santa Fe and NMED after the completion of the additional Site investigation. A comprehensive additional investigation and groundwater monitoring event report will be submitted upon completion of the performed field activities, receipt of analytical data, and data evaluation. The report will summarize field activities, include soil boring logs, monitoring well construction diagrams, field measurements, and laboratory analytical results (historical and present) associated with groundwater monitoring at the Site. The report format will contain the following information:

- Introduction, Scope of Work, and Work Plan Deviations
- Project Description
- Description of Field Activities
- Summary of Data
- Conclusions

- Recommendations
- Figures:
 - Site Plan
 - Potentiometric Surface Map
 - Distribution of VOCs in Groundwater
- Tables:
 - Fluid Level Measurements
 - Laboratory Results (groundwater and soil), including historical groundwater data for existing wells
- Appendices:
 - Soil Boring Logs
 - Monitoring Well Construction Diagrams
 - Field Notes and Forms
 - Laboratory Analytical Reports

The final report will be used to update the existing S1AP. The S1AP will be updated to include the contractor completed environmental investigation information, as well as include the rationale and approach for long-term groundwater and soil vapor monitoring activities required by NMED to be conducted at the Site.

2.5. Report Delivery and Submission

The contractor must provide editable electronic versions of draft reports level notification and monitoring report three weeks prior to deadline of submittal. The City Environmental Services Division will review and propose changes as needed. The contractor must be available via telephone for response to questions or clarification of report, exceedance notification or data.

The contractor must provide four hard copies and electronic version of each report, distribution as follows:

- a. Shirlene Sitton, 2 copies, City of Santa Fe Environmental Services Director
- b. Alex Puglisi, City of Santa Fe Public Utilities Department
- c. NMED SWB, Attention George Schuman
- d. NMED GWQB, Attention Justin Ball

2.6. Pricing

The contractor shall provide pricing based on per reporting event which includes drawing samples from wells; preparing samples for laboratory; analytical laboratory testing; review of reports and

data; preparation of reports or notifications; time for clarification of report and changes; print reports and submit within regulatory deadlines.

Task	Cost
Install three groundwater monitoring wells with co-located soil gas probes	
Install soil vapor monitoring well	
Conduct baseline soil gas monitoring event (include laboratory analysis)	
Conduct baseline ground water sampling event (include laboratory analysis)	
Final Investigation Report (include costs for a City review of a draft and for the contractor to address one round of comments)	
In addition to the above costs, the contractor shall also provide an hourly rate table for all proposed staff as well as a schedule of fees for equipment costs.	

3. Paseo de Vista Landfill Site

3.1. Background

The 110-acre Paseo de Vista Landfill received waste from 1969 until approximately 1999. Pursuant to landfill closure groundwater monitoring requirements, nine groundwater monitor wells have been completed around the Paseo de Vista landfill. The Paseo De Vista Landfill was closed and is regulated under the NMED SWMR.

3.2. Required Contractor Services

The contractor will be responsible for the implementation of the approved Methane Remediation Plan, Paseo de Vista Closed Landfill, Santa Fe, Santa Fe County, New Mexico dated August 13, 2018, as approved by the NMED Solid Waste Bureau (*attached*). The Remediation Plan includes, but is not limited to, the following activities:

1. Conduct two ground water monitoring events per year (semi-annual) at Paseo De Vista ground water monitoring wells, including MW-2, MW-6, MW-7, MW-8, MW 3 and Ortiz Park Well #1 to provide water depth only;
2. Conduct two ground water sampling events per year (semi-annual) at Paseo De Vista groundwater monitoring wells MW-2, MW-6, MW-7, and MW-8 according to regulations and one sampling event every five years for Table 1 parameters as referred to subsections A and C.
3. The Contractor must provide power source capable of powering ½ and ¾ HP motor control boxes. The City will provide all control boxes.
4. For each sampling event, the contractor will provide a water level reading on each of the wells.

In addition, the Remediation Plan requires routine quarterly methane monitoring of the landfill gas (LFG) wells located at the Paseo de Vista landfill. There are 20 SP wells (20) and 4 GV wells with one probe each (4) (24 total) and nine groundwater monitoring wells at the Paseo de Vista landfill.

Required contractor services associated with the groundwater monitoring and landfill gas locations is provide below in Section 4. The following sub sections 3.3 through provide contractor required services specific for Paseo de Vista Landfill.

3.3. Installation of a Meteorological Station

The contractor will install a meteorological station that will measure temperature, precipitation, wind speed, and wind direction. The data acquired by the meteorological station will be transmitted to and stored on a computer. Once the meteorological station is installed, the additional methane monitoring described below will be triggered by precipitation measured at the Paseo De Vista Landfill's meteorological station. Precipitation event's greater than 0.25 inches will be alarmed, i.e., the computer will notify the party responsible for monitoring precipitation and scheduling the precipitation-triggered methane monitoring (contractor). The meteorological station will be installed at/near the materials recovery facility where there are existing utilities (electricity and internet) to facilitate a cost-effective installation. The contractor will inform NMED of the proposed location prior to installation.

3.4. Installation of Passive Gas Vents and Slam Bar Monitoring Locations

The contractor is required to install six (6) passive gas vents at the Paseo De Vista Landfill. The proposed locations of passive gas vents will be provided by the City. Typical passive gas vent installation methods include mobilizing a large diameter bucket auger, advancing an approximately 24-inch boring through the entire thickness of waste and installing a 6-inch diameter, schedule 80, polyvinyl chloride (PVC) casing perforated across the entire waste interval. The annular space between the 6-inch perforated PVC casing and the borehole wall will be backfilled with washed pea gravel (or similar) and the annular space between the solid PVC casing and the borehole wall from the top of waste to the ground surface will be backfilled with auger spoils. The gas vents will be completed at the surface with aluminum turbine tops and sampling ports. The final design of the passive gas vents will allow for conversion to active extraction gas vents should active extraction of methane be required in the future. A general passive gas vent construction detail is presented on Figure 2 in the Golder Report (attached). The contractor will be required to propose the location of passive vents to NMED for approval prior to installation.

The contractor shall install four additional pairs of slam bar monitoring locations will be installed. The four new slam bar pairs will be installed at the approximate locations shown on Figure 1 of the Golder Report identified as SP-13 through SP-20.

3.5. Installation of Settlement Benchmarks

Differential settling of the landfill cover can result in low areas that can catch and hold storm water allowing it to infiltrate through the cover and into the landfill rather than running off. Storm water infiltration through the landfill cover can contribute to excess methane generation. The contractor will install settlement benchmarks (80 benchmarks) to monitor differential settlement of the Paseo De Vista Landfill cover. Ten sets of eight settlement benchmarks will be installed on 100-foot spacing at the approximate locations shown on Figure 3 in the attached Golder Report. Upon installation of the benchmarks, each benchmark will be surveyed in NM State Plane Coordinates with

vertical precision of 0.01 foot and the elevation of each newly installed benchmark will serve as the baseline value that future surveyed elevations will be compared to evaluate whether or not settling of the landfill cover has occurred.

After installation of the benchmark array and completion of the initial baseline survey, an as-built report will be submitted to the City and NMED by the contractor that will include a map showing the locations of the benchmarks, a tabular summary identifying the benchmarks with horizontal and vertical coordinates for each, a statement identifying the coordinate system and vertical datum that was used and a professional seal of a Registered Land Surveyor licensed in New Mexico.

3.6. Schedule

The following is a tentative schedule for the commencement of each of the proposed remedial actions above as included in the amended plan for the Paseo De Vista Landfill:

- Installation of a meteorological station: within Year 1 of the contract;
- Installation of passive gas vents: within 12 months of the Contract;
- Installation of slam bar locations SP-13 through SP-20: within 12 months of the Contract; and,
- Installation of settlement benchmarks: within 12 months of the Contract; and,
- Conduct initial baseline survey of the Paseo De Vista Landfill.

3.7. Pricing

Task	Cost
Install Meteorological Station	
Install 6 Passive Vents	
Install 4 new slam bar pairs of soil vapor probes (SP-13 through SP-20)	
Install 80 Survey Benchmarks	
Conduct Initial Baseline Benchmark Survey and provide a report to the City and NMED	

4. Long Term Monitoring – Both Landfills

Methane monitoring activities and ground water monitoring activities will be conducted at both the Former Frank Ortiz Landfill and the Paseo De Vista Landfill at the same time. Methane monitoring will be conducted quarterly, and ground water monitoring will be conducted on a semi-annual basis (2 events per calendar year).

4.1. Methane Monitoring

Methane monitoring events have been conducted quarterly at the Paseo De Vista Landfill for several years. Future methane monitoring events will include collecting readings from soil vapor probes at both the Paseo De Vista Landfill and the Former Frank Ortiz Landfill.

In addition, six additional methane monitoring events will be performed after precipitation events greater than or equal to 0.25-inches of precipitation as measured at the Santa Fe Airport until the meteorological station is installed at the Paseo De Vista Landfill. Methane monitoring will occur two to four weeks after 0.25-inches or greater precipitation. If two or more 0.25 inch or greater precipitation events occur in a two-week period, monitoring will be performed two to four weeks after the last precipitation event. The 0.25-inch trigger value is on the low end of “typical” storms on record during the rainy months in Santa Fe.

The six additional monitoring events described here will be in addition to the routine compliance (i.e. quarterly) methane monitoring performed at the Landfill unless a routine methane monitoring event, typically conducted in March, June, September, and December, falls within the two to four weeks from 0.25-inch or greater precipitation timeframe, as described above.

4.2. Ground Water Monitoring

Pursuant to SWMR requirements for landfill closure, five groundwater monitoring wells were completed around the Paseo De Vista landfill. Monitoring wells 1-3 (MW-1, MW-2 and MW-3) were completed in 1993. Due to an apparent change in water table gradient, monitoring wells 4 and 5 (MW-4 and MW-5) were installed in 1998 to improve monitoring well network coverage around the landfill. Additional downgradient monitoring wells 6-8 (MW-6, MW-7 and MW-8) were installed southeast of the Paseo De Vista Landfill in June 2004 in response to an NMED-SWB request for additional downgradient monitoring well coverage for the Paseo De Vista Landfill. The Contractor will be required to provide semi-annual monitoring (including water-level measurements) and sampling of groundwater water wells at the Paseo de Vista Landfill and Ortiz Landfill (Ortiz Park#1), as required by NMED-SWB under their closure requirements for this landfill. The contractor will be required to sample wells according to requirements of the SWMR.

In accordance with the closure plan, the Contractor will provide the general services to the City of Santa Fe.

- Ground water sampling will be completed according to EPA Methods for applicable testing parameters.
- A trip blank will be tested for each sampling event.
- All ground water monitoring wells with monitoring plan requirements for sample collection and analysis are equipped with operable pumps. These wells include MW-2, MW-6, MW-7 and MW-8.
- Contractor shall be responsible for analytical laboratory testing of samples according to regulations (Currently the testing parameters have been reduced to 20 NMAC 9.1.804.A&B), with a full A&C test required every five years, last A&C test was completed on 1/31/11.

All ground water monitoring wells with monitoring plan requirements for sample collection and analysis are equipped with operable pumps. These wells include MW-2, MW-6, MW-7 and MW-8.

4.3. Annual Survey

After the initial baseline survey the settlement benchmarks will be surveyed on an annual basis and an annual survey will be submitted to the City and NMED.

A brief settlement benchmark survey report will be prepared by the contractor within four weeks of receipt of each event's survey data and will be submitted to NMED. The report will include a brief discussion of survey activities, the latest survey data for each of the 80 benchmarks, and a table of relative elevation change from the previous, and initial, survey for each benchmark. Annual surveying of the settlement benchmarks and associated reporting will be performed for a period of 5 years. Upon completion of the five-year surveying period, a final report will be prepared and submitted to NMED summarizing the findings of the settlement evaluation. Appropriate recommendations for landfill cover improvements or maintenance, if necessary, will be included in the final report.

The contractor shall monitor and sample all groundwater wells once every six months. Analyses of all water samples for the NMED SWB regulatory required parameters to includes VOCs, primary mineral ions, metals, and radiological parameters.

4.4. Methane Monitoring Report Requirements

The results of each of the six additional methane monitoring events will be summarized in a letter report and submitted to NMED.

The contractor will generate a groundwater monitoring report including the following information:

1. Executive Summary:
 - a. Introduction
 - b. Monitoring Methods and Procedures
 - c. Monitoring Results
 - d. Laboratory Analysis (if applicable)
 - e. Assessment monitoring levels
 - f. Conclusion and references.
2. For each vapor monitoring well in the network, the contractor shall include the following information:
 - a. Tables that include:
 - i. Cumulative monitoring data per well per event
 - ii. Laboratory Analytical data (if applicable)
 - b. Figures including:
 - i. Map of the Landfill(s)
 - ii. Methane concentration map
 - c. Appendices including:
 - i. Laboratory reports and chain of custody documents

- ii. Methane monitoring field notes

4.5. Ground Water Monitoring Report Requirements

The contractor will generate a groundwater monitoring report including the following information:

1. Executive Summary:
 - d. Introduction
 - e. Geo-hydrologic conditions
 - f. Current investigation
 - g. Water level, gradient and trend
 - h. Groundwater flow velocity estimates
 - i. Groundwater sampling and analysis
 - j. Summary of groundwater quality data
 - i. Organic constituents
 - ii. Metal constituents
 - iii. Other inorganic constituents
 - iv. Proposed background and assessment monitoring level concentrations
 - k. Assessment monitoring levels
 - l. Conclusion and references.
3. For each monitoring well in the network, the contractor shall include the following information:
 - a. Tables that include:
 - i. Cumulative water level data
 - ii. Organic water quality data
 - iii. Inorganic water quality data
 - b. Calculated groundwater flow velocity
 - c. Figures including:
 - i. Map of the Landfill(s)
 - ii. Water table map
 - iii. Groundwater quality summary map

- iv. Nitrate concentrations and histories.
- d. Appendices including:
 - i. Water level hydrographs on all monitoring wells
 - ii. Laboratory reports for water quality analyses
 - iii. Groundwater sampling field notes and chain of custody documents

The contractor shall provide required notification to NMED SWB of site-specific assessments level exceedance (Exceedance levels have been established based on cumulative data from prior monitoring events and assessments).

4.6. Report Delivery and Submission

The contractor must provide editable electronic version of draft reports level notification and monitoring report three weeks prior to deadline of submittal. The City Environmental Services Division will review and propose changes as needed. The contractor must be available via telephone for response to questions or clarification of report, exceedance notification or data.

The contractor must provide four hard copies and electronic version of each groundwater monitoring report, distribution as follows:

- a. Shirlene Sitton, 2 copies, City Environmental Services Director
- b. Alex Puglisi, City Public Utilities Department
- c. NMED SWB – Attention George Schuman
- d. NMED GWQB – Attention Justin Ball

4.7. Long Term Monitoring Pricing

Task	Cost
Methane Monitoring per quarter (4 events per year, 4 years)	
Up to 6 additional methane monitoring events at the Paseo De Vista Landfill due to precipitation greater than 0.25 inches	
Groundwater Monitoring (2 events per year, 4 years)	
Annual Survey Benchmark Report (4 annual reports)	
Methane Monitoring Report (16 reports)	
GW Monitoring Report (8 reports)	

The contractor provide pricing based on per reporting event which includes drawing samples from wells; preparing samples for laboratory; analytical laboratory testing; review of reports and data; preparation of reports or notifications; time for clarification of report and changes; print reports and submit within regulatory deadlines.

The contractor will provide hourly rate(s) for other related environmental, engineering services, or technical support as requested. Examples of potential tasks include but are not limited to:

- a. Vadose zone testing planning and sampling, and reporting
- b. Sampling methodologies, including low flow sampling.
- c. Well design recommendations
- d. Request to regulators to reduce sampling events and parameters
- e. Support for meetings with regulators
- f. Recommendations on sampling well maintenance and repairs
- g. Meetings with other contractors and staff on wells, sampling, regulations, etc.
- h. Provide answers and recommendations to regulatory, ground water, sampling and other environmental questions and issues
- i. Financial assurance consultation and submittals
- j. Additional sampling as requested by City.

SUBMITTAL REQUIREMENTS '19/19/P

Proposals should be provided in binders with tab separators indicating tab number. Proposal shall not include marketing materials with the exception of warranty coverage of equipment.

Tab 1. Transmittal Letter and Executive Summary

The Transmittal Letter shall be signed by an authorized representative of the company such as the owner, partner, or in the case of a corporation, the President, Vice President, Secretary, or other corporate officer(s).

The Transmittal Letter must provide the Proposer's primary contact information, including the following:

1. Name of the Proposer representative
2. Title
3. Name of company
4. Address
5. Telephone number
6. E-mail address and
7. Signature of authorized officer of the firm

The Transmittal Letter shall be printed on the Proposer's letterhead.

A signature on the Transmittal Letter hereby provides the City acknowledgement and acceptance of the "Conditions" and the execution of same during the discharge of any succeeding contract. It shall be clearly understood that by submitting a Proposal in response to this solicitation, a Proposer shall be deemed to have accepted all specifications, terms, and general conditions and requirements set forth in these specifications, terms, general conditions, and requirements unless otherwise clearly noted and explained in this RFP.

The Executive Summary should provide a brief summary of the Proposal contents, emphasizing any unique aspects or strengths of the Proposal. The Executive Summary may be incorporated as part of the Transmittal Letter.

Tab 2. Company Background with Key Proposed Personnel and Team Organization

Provide a comprehensive narrative history of the firm, including the development of its experience in providing services similar to those described in RFP including all third-party companies if applicable.

Provide a description of the types of services your company is performing within the solid waste landfill industry. It is expected that all of the points shall be addressed for

each company involved in a proposal, prime or third-party.

Provide a summary of your company's ability to meet/deliver the requirements as provided within the RFP.

Proposal should include the resumes of the proposed Project personnel as well as the structure of the proposed project team. The resumes and structures shall be provided for the implementation team as well as the personnel involved in live operation and ongoing support and maintenance.

Resumes shall be specific to the actual personnel to be assigned to this Project for all primary roles. Resumes shall include the following information:

1. Name and title
2. Role on the project
3. Description of project roles and responsibilities
4. Home office location
5. Educational background
6. Professional registrations and memberships
7. Professional references, and
8. Additional relevant information

The City reserves the right to contact professional references on any individual conducting work as either an employee of the Vendor, or on the Vendor's behalf.

Tab 3. Project Approach

Provide a full description of the proposed approach to provide the services that will satisfy the requirements associated with the specifications identified in this RFP, including:

- A summary description of your company's capabilities to meet the project specifications listed, and how your methodology will meet or exceed the specifications. The narrative should be written for an audience of the end-user.
- Describe any relevant additional/optional services that you can provide not listed within the RFP
- Indicate any exception taken to either the requirements or conditions of this RFP. Describe exceptions and identify what is being offered alternatively. Identify any areas the requested service or product is not available, deviates from the specific requests, or is deemed to be an unwise or unwarranted approach. ESD reserves the right to disallow exceptions it finds are not in the best interests of ESD.

Tab 4. Work Plan/Project Schedule

The proposer shall include a proposed project work plan and schedule, including

their recommended implementation plan and a description of the anticipated implementation timelines and assumptions. The proposed Project schedule should also include major milestones, activities, and timing of deliverables.

Tab 6. Knowledge of Regulatory Requirements/Local Conditions

Proposers should include their qualifications to conduct groundwater, landfill gas, and soil vapor monitoring; and other applicable environmental engineering services relevant to closed landfills. Demonstrate your firm's qualifications to administer requirements of a Stage 1 Abatement Plan and other regulatory requirements for both the New Mexico Environment Department Ground Water Quality Bureau and the Solid Waste Bureau.

Proposers should clearly outline their knowledge of the history of the two closed landfills and the historical and local conditions around the sites.

Additionally, describe your firm's sampling and field safety protocols. Describe best practices, any training key staff receive for sampling protocol, and equipment use. Describe safety protocols used in your firm for this kind of sampling.

What laboratory is used for processing samples? Attach laboratory best practices and safety protocols.

Tab 7. Price Proposal

The Contractor's compensation for all services set forth in this RFP, including changes, additions, and modifications to the plan over time is to be included in the Cost Proposal. Include the following costs from the scope of services in your proposal:

Pricing- Former Frank Ortiz Landfill Site

The contractor shall provide pricing based on per reporting event which includes drawing samples from wells; preparing samples for laboratory; analytical laboratory testing; review of reports and data; preparation of reports or notifications; time for clarification of report and changes; print reports and submit within regulatory deadlines.

Task	Cost
Install three groundwater monitoring wells with co-located soil gas probes	
Install soil vapor monitoring well	
Conduct baseline soil gas monitoring event (include laboratory analysis)	

Conduct baseline ground water sampling event (include laboratory analysis)	
Final Investigation Report (include costs for a City review of a draft and for the contractor to address one round of comments)	
In addition to the above costs, the contractor shall also provide an hourly rate table for all proposed staff as well as a schedule of fees for equipment costs.	

Pricing- Paseo de Vistas Closed Landfill Site

Task	Cost
Install Meteorological Station	
Install 6 Passive Vents	
Install 4 new slam bar pairs of soil vapor probes (SP-13 through SP-20)	
Install 80 Survey Benchmarks	
Conduct Initial Baseline Benchmark Survey and provide a report to the City and NMED	

Pricing- Long Term Monitoring-Both Landfills

Task	Cost
Methane Monitoring per quarter (4 events per year, 4 years)	
Up to 6 additional methane monitoring events at the Paseo De Vista Landfill due to precipitation greater than 0.25 inches	
Groundwater Monitoring (2 events per year, 4 years)	
Annual Survey Benchmark Report (4 annual reports)	
Methane Monitoring Report (16 reports)	
GW Monitoring Report (8 reports)	

The contractor provide pricing based on per reporting event which includes drawing samples from wells; preparing samples for laboratory; analytical laboratory testing; review

of reports and data; preparation of reports or notifications; time for clarification of report and changes; print reports and submit within regulatory deadlines.

The contractor will provide hourly rate(s) for other related environmental, engineering services, or technical support as requested. Examples of potential tasks include but are not limited to:

- k. Vadose zone testing planning and sampling, and reporting
- l. Sampling methodologies, including low flow sampling.
- m. Well design recommendations
- n. Request to regulators to reduce sampling events and parameters
- o. Support for meetings with regulators
- p. Recommendations on sampling well maintenance and repairs
- q. Meetings with other contractors and staff on wells, sampling, regulations, etc.
- r. Provide answers and recommendations to regulatory, ground water, sampling and other environmental questions and issues
- s. Financial assurance consultation and submittals
- t. Additional sampling as requested by City.

**EVALUATION CRITERIA
&
WEIGHTED VALUES
&
EVALUATION COMMITTEE MEMBERS**

Method of Award - The project will be awarded based upon the following criteria:

1. **Ranking of qualified proposals** by the Selection Committee as per the enclosed rating system.

2. Interviews

- Interviews will be conducted at the option of the City. If no interviews are performed, then the scores from the Evaluation Criteria Form shall be utilized to determine the top ranked firm to be selected for the project.

- If interviews are conducted, interviews will be conducted with the top three ranked firms based on the score from the Evaluation Criteria Form.

- If interviews are conducted, then only the scores from the Interview Evaluation Form will be utilized to select the top ranked firm. It is noted that the Proposed Fee score will carry over from Evaluation Criteria Form to the Interview Evaluation Form.

3. **Consideration and approval of the governing body of the City of Santa Fe.** The City Council, as governing body, will consider the Public Utilities and Finance Committees' recommendations and make the final decisions as to award of the contract.

Evaluation Committee Members - The selection committee may consist of representatives from the following departments/divisions:

Finance Department

Purchasing Officer or Designee

Public Utilities Department

Environmental Compliance Officer

Public Utilities Department

Environmental Services Department Director or designee

Public Utilities Department

One technical representative from the Water Division

The City of Santa Fe reserves the right to alter the size and membership of the Selection Committee.

Interviews – Interviews, if conducted, will be scheduled by the City of Santa Fe. They will consist of a 1-hr. 15-minute presentation by the Proponents, including a question and answer period. At the Interview, firms are expected to introduce and involve the professionals who will be assigned to this project and make them available for questions by the Selection Committee. At its discretion, the City reserves the right to alter the membership and size of the committee.

Scores of the evaluation committee members will be totaled to determine the top rated firms.

If interviews are conducted for the top three rated firms, those scores totaled from the evaluation committee members from the interview evaluations will determine the final top rated firm, unless other tangible extenuating circumstances are documented.

Unless noted elsewhere in this RFP, the same evaluation form will be used to separate the interview scores.

EVALUATION CRITERIA & WEIGHTED VALUES

CRITERIA TOTAL		WEIGHTED VALUE	EVALUATION POINTS	
1.	Relevant Experience of Firm with similar projects	15%	X	_____
2.	Quality of Staff Assigned To Project (Qualifications/Skills)	10%	X	_____
3.	Past Performance (For City of SF or other entity on similar project)	10%	X	_____
4.	Approach/Methodology	15%	X	_____
5.	Work Plan/ Project Schedule	15%	X	_____
6.	Knowledge of Regulatory Requirements/Local Conditions	15%	X	_____
7.	Proposed Fees (Reasonable for Scope/Schedule)	20%	X	_____
				TOTAL _____

Evaluation Points: 1 = Lowest through 5 = Highest

At its discretion, the City of Santa Fe reserves the right to alter the membership and size of the committee.

Scores of the evaluation committee members will be totaled to determine the top rated firms.

If interviews are conducted for the top-rated firms, those scores totaled from the evaluation committee members from the interview evaluations will determine the final top rated firm, unless other tangible extenuating circumstances are documented.

**CITY OF SANTA FE (CSF)
NON-DISCLOSURE AND CONFLICT OF INTEREST STATEMENT**

REQUEST FOR PROPOSAL # '19/19/P

EVALUATOR NAME: _____

CSF policy is to prevent personal or organizational conflict of interest, or the appearance of such conflict of interest, in the award and administration of CSF contracts and Purchase Orders.

I, _____, the undersigned, hereby certify that the following statements are true and correct and that I understand and agree to be bound by commitments contained herein.

I am acting at the request of CSF as a participant in the evaluation of *offers/proposals* received in response to the *Request for Offers! Request for Proposals*, entitled and/ or numbered. I am acting of my own accord and not acting under duress. I am not currently employed by, nor am I receiving any compensation from, nor have I been the recipient of any present or future economic opportunity, employment, gift, loan, gratuity, special discount, trip, favor, or service in connection with any *offer/proposal* or involved *Offeror/Proposer* in return for favorable consideration. I have no preconceived position on the relative merits of any of the *offers/proposals* nor have I established a personal preference or position on the worth or standing of any *Offeror/Proposer* participating in this action. CSF policy is to prevent personal or organizational conflict of interest, or the appearance of such conflict of interest, in the award and administration of CSF contracts, including, but not limited to contracts for professional services, agreements with consultants and Purchase Orders.

I hereby certify that to the best of my knowledge and belief, no conflict of interest exists that may diminish my capacity to perform an impartial, technically sound, objective review of this proposal(s) or otherwise result in a biased opinion or unfair competitive advantage. I agree not to disclose or otherwise divulge any information pertaining to the contents, status, or ranking of any *offer/proposal* to anyone other than the team leader or other evaluation team members. I understand the terms and "disclose or otherwise divulge" to include, but are not limited to, reproduction of any part or any portion of any *offer/proposal*, or removal of same from designated areas without prior authorization from the evaluation team leader. I agree to perform any and all evaluations of said *offers/proposals* in an unbiased manner, to the best of my ability, and with the best interest of CSF paramount in all decisions.

I agree to return to CSF Purchasing Department all copies of proposals, as well as any abstracts, upon completion of the evaluation.

SIGNATURE AND DATE:

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.

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

CITY OF SANTA FE

PROFESSIONAL SERVICES CONTRACT
REQUEST FOR PROPOSALS ONLY

THIS AGREEMENT is made and entered into by and between the City of Santa Fe, New Mexico, hereinafter referred to as the "City," and _____, hereinafter referred to as the "Contractor," and is effective as of the date set forth below upon which it is executed by the Parties.

IT IS AGREED BETWEEN THE PARTIES:

1. **Scope of Work.**

A. The Contractor shall perform Environmental and Engineering services, for the purposes of landfill investigation and monitoring at the former Ortiz Landfill and the Paseo de Vista Landfill, as described in the proposal documents attached hereto.

2. **Compensation.**

A. The City shall pay to the Contractor in full payment for services satisfactorily performed in the amount of _____ dollars (\$_____) such compensation not to exceed _____ (\$_____), excluding gross receipts tax. The New Mexico gross receipts tax levied on the amounts payable under this Agreement totaling _____ (\$_____) shall be paid by the City to the Contractor. **The total amount payable to the Contractor under this Agreement, including gross receipts tax and expenses, shall not exceed _____ (\$_____). This amount is a maximum and not a guarantee that the work assigned to be performed by Contractor under this Agreement shall equal the amount stated herein. The parties do not intend for the Contractor to continue to provide services without compensation when the total compensation amount is reached. Contractor is responsible for notifying the City when the services provided under this Agreement reach the total compensation amount. In no event will the Contractor be paid for services provided in excess of the total compensation amount without this Agreement being amended in writing prior to those services in excess of the total compensation amount being provided.**

B. Payment is subject to availability of funds pursuant to the Appropriations Paragraph set forth below and to any negotiations between the parties from year to year pursuant to Paragraph 1, Scope of Work, and to approval by the City. All invoices MUST BE received by the City no later than thirty (30) days after the termination of the Fiscal Year in which the services were delivered. Invoices received after such date WILL NOT BE PAID.

C. Contractor must submit a detailed statement accounting for all services performed and expenses incurred. If the City finds that the services are not acceptable, within thirty days after the date of receipt of written notice from the Contractor that payment is requested, it shall provide the Contractor a letter of exception explaining the defect or objection to the services, and outlining steps the Contractor may take to provide remedial action. Upon certification by the City that the services have been received and accepted, payment shall be tendered to the Contractor within thirty days after

the date of acceptance. If payment is made by mail, the payment shall be deemed tendered on the date it is postmarked. However, the City shall not incur late charges, interest, or penalties for failure to make payment within the time specified herein.

3. Term.

THIS AGREEMENT SHALL NOT BECOME EFFECTIVE UNTIL APPROVED BY THE City. This Agreement shall terminate on _____ unless terminated pursuant to paragraph 4 (Termination), or paragraph 5 (Appropriations). In accordance with Section 13-1-150 NMSA 1978, no contract term for a professional services contract, including extensions and renewals, shall exceed four years, except as set forth in Section 13-1-150 NMSA 1978.

4. Termination.

A. Termination. This Agreement may be terminated by either of the parties hereto upon written notice delivered to the other party at least thirty (30) days prior to the intended date of termination. Except as otherwise allowed or provided under this Agreement, the City's sole liability upon such termination shall be to pay for acceptable work performed prior to the Contractor's receipt of the notice of termination, if the City is the terminating party, or the Contractor's sending of the notice of termination, if the Contractor is the terminating party; provided, however, that a notice of termination shall not nullify or otherwise affect either party's liability for pre-termination defaults under or breaches of this Agreement. The Contractor shall submit an invoice for such work within thirty (30) days of receiving or sending the notice of termination. Notwithstanding the foregoing, this Agreement may be terminated immediately upon written notice to the Contractor if the Contractor becomes unable to perform the services contracted for, as determined by the City or if, during the term of this Agreement, the Contractor or any of its officers, employees or agents is indicted for fraud, embezzlement or other crime due to misuse of state funds or due to the Appropriations paragraph herein. THIS PROVISION IS NOT EXCLUSIVE AND DOES NOT WAIVE THE City's OTHER LEGAL RIGHTS AND REMEDIES CAUSED BY THE CONTRACTOR'S DEFAULT/BREACH OF THIS AGREEMENT.

B. Termination Management. Immediately upon receipt by either the City or the Contractor of notice of termination of this Agreement, the Contractor shall: 1) not incur any further obligations for salaries, services or any other expenditure of funds under this Agreement without written approval of the City; 2) comply with all directives issued by the City in the notice of termination as to the performance of work under this Agreement; and 3) take such action as the City shall direct for the protection, preservation, retention or transfer of all property titled to the City and records generated under this Agreement. Any non-expendable personal property or equipment provided to or purchased by the Contractor with contract funds shall become property of the City upon termination and shall be submitted to the City as soon as practicable.

5. Appropriations.

The terms of this Agreement are contingent upon sufficient appropriations and authorization being made by the City Council for the performance of this Agreement. If sufficient appropriations and authorization are not made by the City Council, this Agreement shall terminate immediately upon written notice being given by the City to the Contractor. The City's decision as to whether sufficient appropriations are available shall be accepted by the Contractor and shall be final. If the

City proposes an amendment to the Agreement to unilaterally reduce funding, the Contractor shall have the option to terminate the Agreement or to agree to the reduced funding, within thirty (30) days of receipt of the proposed amendment.

6. Status of Contractor.

The Contractor and its agents and employees are independent contractors performing professional services for the City and are not employees of the City of Santa Fe. The Contractor and its agents and employees shall not accrue leave, retirement, insurance, bonding, use of state vehicles, or any other benefits afforded to employees of the City Council as a result of this Agreement. The Contractor acknowledges that all sums received hereunder are reportable by the Contractor for tax purposes, including without limitation, self-employment and business income tax. The Contractor agrees not to purport to bind the City unless the Contractor has express written authority to do so, and then only within the strict limits of that authority.

7. Assignment.

The Contractor shall not assign or transfer any interest in this Agreement or assign any claims for money due or to become due under this Agreement without the prior written approval of the City.

8. Subcontracting.

The Contractor shall not subcontract any portion of the services to be performed under this Agreement without the prior written approval of the City. No such subcontract shall relieve the primary Contractor from its obligations and liabilities under this Agreement, nor shall any subcontract obligate direct payment from the City.

9. Release.

Final payment of the amounts due under this Agreement shall operate as a release of the City, its officers and employees, and the City from all liabilities, claims and obligations whatsoever arising from or under this Agreement.

10. Confidentiality.

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

11. Product of Service -- Copyright.

All materials developed or acquired by the Contractor under this Agreement shall become the property of the City and shall be delivered to the City no later than the termination date of this Agreement. Nothing developed or produced, in whole or in part, by the Contractor under this Agreement shall be the subject of an application for copyright or other claim of ownership by or on behalf of the Contractor.

12. Conflict of Interest; Governmental Conduct Act.

A. The Contractor represents and warrants that it presently has no interest and, during the term of this Agreement, shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance or services required under the Agreement.

B. The Contractor further represents and warrants that it has complied with, and, during the term of this Agreement, will continue to comply with, and that this Agreement complies with all applicable provisions of the Governmental Conduct Act, Chapter 10, Article 16 NMSA 1978.

C. Contractor's representations and warranties in Paragraphs A and B of this Article 12 are material representations of fact upon which the City relied when this Agreement was entered into by the parties. Contractor shall provide immediate written notice to the City if, at any time during the term of this Agreement, Contractor learns that Contractor's representations and warranties in Paragraphs A and B of this Article 12 were erroneous on the effective date of this Agreement or have become erroneous by reason of new or changed circumstances. If it is later determined that Contractor's representations and warranties in Paragraphs A and B of this Article 12 were erroneous on the effective date of this Agreement or have become erroneous by reason of new or changed circumstances, in addition to other remedies available to the City and notwithstanding anything in the Agreement to the contrary, the City may immediately terminate the Agreement.

D. All terms defined in the Governmental Conduct Act have the same meaning in this section.

13. Amendment.

A. This Agreement shall not be altered, changed or amended except by instrument in writing executed by the parties hereto and all other required signatories.

B. If the City proposes an amendment to the Agreement to unilaterally reduce funding due to budget or other considerations, the Contractor shall, within thirty (30) days of receipt of the proposed Amendment, have the option to terminate the Agreement, pursuant to the termination provisions as set forth in Article 4 herein, or to agree to the reduced funding.

14. Merger.

This Agreement incorporates all the Agreements, covenants and understandings between the parties hereto concerning the subject matter hereof, and all such covenants, Agreements and understandings have been merged into this written Agreement. No prior Agreement or understanding, oral or otherwise, of the parties or their agents shall be valid or enforceable unless embodied in this Agreement.

15. Penalties for violation of law.

The Procurement Code, Sections 13-1-28 through 13-1-199, NMSA 1978, imposes civil and criminal penalties for its violation. In addition, the New Mexico criminal statutes impose felony penalties for illegal bribes, gratuities and kickbacks.

16. Equal Opportunity Compliance.

The Contractor agrees to abide by all federal and state laws and rules and regulations, and executive orders of the Santa Fe City Code, pertaining to equal employment opportunity. In accordance with all such laws of the State of New Mexico, the Contractor assures that no person in the United States shall, on the grounds of race, religion, color, national origin, ancestry, sex, age,

physical or mental handicap, or serious medical condition, spousal affiliation, sexual orientation or gender identity, be excluded from employment with or participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity performed under this Agreement. If Contractor is found not to be in compliance with these requirements during the life of this Agreement, Contractor agrees to take appropriate steps to correct these deficiencies.

17. Applicable Law.

The laws of the City of Santa Fe shall govern this Agreement, without giving effect to its choice of law provisions. Venue shall be proper only in a New Mexico court of competent jurisdiction in accordance with Section 38-3-1 (G) NMSA 1978. By execution of this Agreement, Contractor acknowledges and agrees to the jurisdiction of the courts of the State of New Mexico over any and all lawsuits arising under or out of any term of this Agreement.

18. Workers Compensation.

The Contractor agrees to comply with state laws and rules applicable to workers compensation benefits for its employees. If the Contractor fails to comply with the Workers Compensation Act and applicable rules when required to do so, this Agreement may be terminated by the City.

19. Professional Liability Insurance. Contractor shall maintain professional liability insurance throughout the term of this Agreement providing a minimum coverage in the amount required under the New Mexico Tort Claims Act. The Contractor shall furnish the City with proof of insurance of Contractor's compliance with the provisions of this section as a condition prior to performing services under this Agreement.

20. Records and Financial Audit.

The Contractor shall maintain detailed time and expenditure records that indicate the date; time, nature and cost of services rendered during the Agreement's term and effect and retain them for a period of three (3) years from the date of final payment under this Agreement. The records shall be subject to inspection by the City. The City shall have the right to audit billings both before and after payment. Payment under this Agreement shall not foreclose the right of the City to recover excessive or illegal payments

21. Indemnification.

The Contractor shall defend, indemnify and hold harmless the City from all actions, proceeding, claims, demands, costs, damages, attorneys' fees and all other liabilities and expenses of any kind from any source which may arise out of the performance of this Agreement, caused by the negligent act or failure to act of the Contractor, its officers, employees, servants, subcontractors or agents, or if caused by the actions of any client of the Contractor resulting in injury or damage to persons or property during the time when the Contractor or any officer, agent, employee, servant or subcontractor thereof has or is performing services pursuant to this Agreement. In the event that any action, suit or proceeding related to the services performed by the Contractor or any officer, agent, employee, servant or subcontractor under this Agreement is brought against the Contractor, the Contractor shall, as soon as practicable but no later than two (2) days after it receives notice thereof, notify the legal counsel of the City and the Risk Management Division of the New Mexico General

Services Department by certified mail.

22. Invalid Term or Condition.

If any term or condition of this Agreement shall be held invalid or unenforceable, the remainder of this Agreement shall not be affected and shall be valid and enforceable.

23. Enforcement of Agreement.

A party's failure to require strict performance of any provision of this Agreement shall not waive or diminish that party's right thereafter to demand strict compliance with that or any other provision. No waiver by a party of any of its rights under this Agreement shall be effective unless express and in writing, and no effective waiver by a party of any of its rights shall be effective to waive any other rights.

24. Notices.

Any notice required to be given to either party by this Agreement shall be in writing and shall be delivered in person, by courier service or by U.S. mail, either first class or certified, return receipt requested, postage prepaid, as follows:

To the City:

Shirlene Sitton, Director
Environmental Services
Division City of Santa Fe
Sesitton@ci.santa-fe.mn.us
505-955-2209
1142 Siler Road
Building A
Santa Fe, NM 87504

To the Contractor: [insert name, address and email].

25. Authority.

If Contractor is other than a natural person, the individual(s) signing this Agreement on behalf of Contractor represents and warrants that he or she has the power and authority to bind Contractor, and that no further action, resolution, or approval from Contractor is necessary to enter into a binding contract.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date of the signature by the required approval authorities below.

CITY OF SANTA FE:

CONTRACTOR:

ALAN WEBBER, MAYOR

NAME AND TITLE

DATE: _____

DATE: _____

CRS# _____

Registration # _____

ATTEST:

YOLANDA Y. VIGIL, CITY CLERK

APPROVED AS TO FORM:

 10/22

ERIN K. MCSHERRY, CITY ATTORNEY

APPROVED:

MARY MCCOY, FINANCE DIRECTOR

Business Unit Line Item






City of Santa Fe Living Wage Ordinance







PURSUANT TO THE CITY OF SANTA FE
LIVING WAGE ORDINANCE, SECTION 28-1 SFCC 1987
EFFECTIVE MARCH 1, 2018 ALL WORKERS WITHIN THE
CITY OF SANTA FE
SHALL BE PAID A LIVING WAGE OF

\$11.40
PER HOUR

Santa Fe's Living Wage

-  The Santa Fe Living Wage Ordinance establishes minimum hourly wages.
-  The March Living Wage increase corresponds to the increase in the Consumer Price Index (CPI).
-  All employers required to have a business license or registration from the City of Santa Fe ("City") must pay at least the adjusted Living Wage to employees for all hours worked within the Santa Fe city limits.

Who is Required to Pay the Living Wage?

-  The City to all full-time permanent workers employed by the City;
-  Contractors for the City, that have a contract requiring the performance of a service but excluding purchases of goods;
-  Businesses receiving assistance relating to economic development in the form of grants, subsidies, loan guarantees or industrial revenue bonds in excess of twenty-five thousand dollars (\$25,000) for the duration of the City grant or subsidy;
-  Businesses required to have a business license or registration from the City; and
-  Nonprofit organizations, except for those whose primary source of funds is from Medicaid waivers.
-  For workers who customarily receive more than one hundred dollars (\$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 Living 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.

More Information, including the Living Wage Ordinance, is available at

<http://www.santafenm.gov>

(Click on Hot Topics/Living Wage)