

**CITY OF SANTA FE  
CENTRAL PURCHASING OFFICE**

**for**

**SANTA FE SOLID WASTE MANAGEMENT AGENCY**

**REQUEST FOR PROPOSALS**

**MANAGED IT SERVICES  
FOR  
SANTA FE SOLID WASTE MANAGEMENT AGENCY**

**RFP No. '21/01/P**

**DUE:**

**OCTOBER 5, 2020  
2:00 p.m.**

**CITY OF SANTA FE  
CENTRAL PURCHASING OFFICE  
200 LINCOLN AVE., ROOM 122  
SANTA FE, NM 87501  
[Purchasing@santafenm.gov](mailto:Purchasing@santafenm.gov)**

## **Table of Contents**

<b>NOTICE OF REQUEST FOR PROPOSALS.....</b>	<b>1</b>
<b>PROPOSAL SCHEDULE.....</b>	<b>3</b>
<b>INFORMATION FOR OFFERORS.....</b>	<b>4</b>
1.    RECEIPT OF ELECTRONIC PROPOSALS.....	4
2.    COPIES OF REQUEST FOR PROPOSALS .....	4
3.    ACKNOWLEDGMENT OF RECEIPT .....	4
4.    PREPARATION OF PROPOSAL .....	5
5.    CORRECTION OR WITHDRAWAL OF PROPOSALS.....	5
6.    INTERPRETATIONS AND ADDENDA.....	5
7.    LAWS AND REGULATIONS.....	6
8.    DISCLOSURE OF PROPOSAL CONTENTS .....	6
9.    PROPOSAL EVALUATION .....	6
10.   FINALIZE CONTRACT .....	6
11.   CONTRACT AWARD.....	7
12.   REJECTION OR CANCELLATION OF PROPOSALS .....	7
13.   PROTEST DEADLINE .....	7
14.   CHANGE IN CONTRACTOR REPRESENTATIVES.....	7
15.   AGENCY RIGHTS .....	7
16.   RIGHT TO PUBLISH .....	8
17.   OWNERSHIP OF PROPOSALS .....	8
18.   EMAIL ADDRESS REQUIRED .....	8
19.   COMPLIANCE WITH THE CITY OF SANTA FE AND SANTA FE COUNTY’S MINIMUM WAGE RATE ORDINANCES (LIVING WAGE ORDINANCES) .....	8
20.   PREFERENCES IN PROCUREMENT .....	8
21.   PROCUREMENT UNDER EXISTING CONTRACTS .....	9
<b>DEFINITIONS AND TERMS .....</b>	<b>10</b>
<b>BACKGROUND .....</b>	<b>13</b>
<b>SCOPE OF SERVICES.....</b>	<b>15</b>
<b>PROPOSAL SUBMITTAL REQUIREMENTS .....</b>	<b>16</b>

<b>EVALUATION CRITERIA &amp; WEIGHTED VALUES.....</b>	<b>18</b>
<b>APPENDIX A. ACKNOWLEDGEMENT OF RECEIPT FORM.....</b>	<b>21</b>
<b>APPENDIX B. CAMPAIGN CONTRIBUTION DISCLOSURE FORM .....</b>	<b>23</b>
<b>APPENDIX C. LOCAL PREFERENCE CERTIFICATION FORM.....</b>	<b>26</b>
<b>APPENDIX D. SAMPLE SERVICES AGREEMENT .....</b>	<b>28</b>

## NOTICE OF REQUEST FOR PROPOSALS

### RFP No. '21/01/P

Competitive sealed proposals will be received electronically by the Central Purchasing Office of the City of Santa Fe on behalf of the Santa Fe Solid Waste Management Agency (“Agency”) until 2:00 p.m. Mountain Time on Monday, October 5, 2020, for:

### MANAGED IT SERVICES FOR SANTA FE SOLID WASTE MANAGEMENT AGENCY

Through this Request for Proposals (RFP) process, the Agency is requesting proposals from qualified firms interested in providing managed information technology (IT) services. Proposals will be evaluated on the evaluation criteria outlined in the RFP that will result in the selection of the best qualified and competent IT firm most suitable to the needs of the Agency.

A **mandatory** pre-proposal teleconference will be held on Monday, September 14, 2020, at 10:00 a.m. The telephone dial-in number is (505) 819-0171 and the access code is 100. It is the Offeror’s responsibility to ensure that they have thoroughly reviewed all aspects of the RFP document prior to the pre-proposal teleconference.

A pre-proposal site visit is **mandatory**. The Agency will reject a proposal from any Offeror who did not attend a pre-proposal site visit. Due to the ongoing COVID-19 pandemic, Offerors that intend to participate in a site visit must notify the Agency by sending an email to Danita Boettner, Procurement Manager, at [dboettner@sfswwma.org](mailto:dboettner@sfswwma.org) with the RFP number and Offeror name in the subject line. The email body must include RFP number and title, and Offeror’s representative name for the site visit, including telephone and email address. To maintain social distancing protocol, the Agency will conduct a separate site visit for each Offeror.

All questions related to this RFP must be submitted in writing via email to Danita Boettner, Procurement Manager, at [dboettner@sfswwma.org](mailto:dboettner@sfswwma.org). No oral interpretations of the RFP document will be binding. Any revisions to be incorporated into this RFP document will be established in writing by addendum(s) prior to the proposal due date.

The RFP and subsequent addendum(s), if any, are available from the Central Purchasing Office via email to [Purchasing@santafenm.gov](mailto:Purchasing@santafenm.gov) or website [http://www.santafenm.gov/bids\\_rfps](http://www.santafenm.gov/bids_rfps).

Proposals must be submitted to the Central Purchasing Office via email at [Purchasing@santafenm.gov](mailto:Purchasing@santafenm.gov). Courier and hand deliveries of proposals will not be accepted. Late proposals will not be accepted under any circumstances.

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.

The Offeror's attention is directed to the fact that all applicable federal laws, state laws, municipal ordinances, and the rules and regulations of all authorities having jurisdiction over 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.

ATTEST:

Jessica J. Chavez CPO 08/31/2020  
Fran Dunaway, CPO, CNMB  
Chief Procurement Officer

Received by the Santa Fe New Mexican on August 31, 2020  
To be published on September 2, 2020

Received by the Albuquerque Journal on August 31, 2020  
To be published on September 2, 2020

## **PROPOSAL SCHEDULE**

### **RFP No. '21/01/P**

<b>EVENT</b>	<b>DATE</b>
Advertisement	September 2, 2020
Issuance of RFP	September 2, 2020
Mandatory Pre-Proposal Teleconference	September 14, 2020, at 10:00 a.m. Mountain Time
Acknowledgment of Receipt	September 14, 2020
Mandatory Site Visit	To be determined
Deadline to Submit Additional Questions	September 28, 2020
Response to Written Questions and Any Addendum	October 1, 2020
Receipts of Proposals	October 5, 2020, at 2:00 p.m. Mountain Time Electronically Submitted to the Central Purchasing Office <a href="mailto:Purchasing@santafenm.gov">Purchasing@santafenm.gov</a>
Video Conferencing Interviews	October 13, 2020
Selection	October 14, 2020
Negotiations	October 15, 2020
Recommendation of Award to Joint Powers Board	November 19, 2020

The Agency reserves the right to modify the dates and times mentioned above or withdraw the RFP due to significant justification(s) that are in the best interest of the Agency.

## INFORMATION FOR OFFERORS

### 1. RECEIPT OF ELECTRONIC PROPOSALS

The Santa Fe Solid Waste Management Agency (herein called “Agency”) invites Offeror(s) to submit their proposal electronically. Proposals will be received by the Central Purchasing Office of the City of Santa Fe until **2:00 p.m. Mountain Time on Monday, October 5, 2020.**

Proposals shall be submitted electronically via email to the Central Purchasing Office at [Purchasing@santafenm.gov](mailto:Purchasing@santafenm.gov). No late proposals will be accepted under any circumstances. Offeror should include some lead-time for email delivery as late-delivered proposals will be determined to be non-responsive, no matter whose fault it was. The email subject line should indicate the following information:

RFP No. - '21/01/P

RFP Title - Managed IT Services for Santa Fe Solid Waste Management Agency

The RFP number and title, and Offeror’s name and address must be included in the content of the email.

No Offeror may withdraw a proposal within 90 days after the actual date of the opening thereof.

### 2. COPIES OF REQUEST FOR PROPOSALS

The RFP is available in electronic version from the Central Purchasing Office via email to [Purchasing@santafenm.gov](mailto:Purchasing@santafenm.gov) or website [http://www.santafenm.gov/bids\\_rfps](http://www.santafenm.gov/bids_rfps).

In the event of conflict between a version of the RFP in the Offeror’s possession and the version maintained by the Central Purchasing Office, the Offeror acknowledges that the version maintained by the Central Purchasing Office shall govern.

### 3. ACKNOWLEDGMENT OF RECEIPT

To have their firm placed on the procurement distribution list, potential Offerors shall email the Acknowledgement of Receipt of Request for Proposals Form (see Appendix A) to Danita Boettner, Procurement Manager, at [dboettner@sfswma.org](mailto:dboettner@sfswma.org). The form shall be signed by an authorized representative of the organization, dated and returned by close of business on September 14, 2020.

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 will 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 their 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.

Proposals must be in Word or PDF format.

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 emailing a written notice to [Purchasing@santafenm.gov](mailto:Purchasing@santafenm.gov). 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 RFP will be binding. Oral communications are permitted in order to assess the need for an addendum. Any questions concerning the RFP must be addressed prior to the date set for receipt of proposals.

Every request for such interpretations should be submitted via email to Danita Boettner, Procurement Manager, at [dboettner@sfswwa.org](mailto:dboettner@sfswwa.org) and to be given consideration must be received at least five (5) days prior to the date set for the receiving of proposals or September 28, 2020.

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 email or facsimile to all prospective Offerors who are known by the Agency to have received a complete RFP not later than three (3) days prior to the date fixed for the opening of the proposals or October 1, 2020. 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.

Addenda may be obtained from Danita Boettner, Procurement Manager, via email at [dboettner@sfswwa.org](mailto:dboettner@sfswwa.org) or website [https://www.santafenm.gov/bids\\_rfps](https://www.santafenm.gov/bids_rfps).

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



## **7. LAWS AND REGULATIONS**

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

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

All 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.

Proprietary or confidential material 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 generally 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 material for which an Offeror has made a written request for confidentiality, the Chief Procurement Officer shall examine the request and make a written determination that specifies which portions of the proposal should be disclosed. Unless the Offeror takes legal action to prevent the disclosure, the proposal will be disclosed. The proposal shall be open to public inspection subject to any continuing prohibition on the disclosure of confidential data.

## **9. PROPOSAL EVALUATION**

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

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

## **10. FINALIZE CONTRACT**

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

**11. CONTRACT AWARD**

The Agency anticipates awarding the contract during the regular scheduled Joint Powers Board meeting on November 19, 2020; 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 this RFP. The most advantageous proposal may or may not have received the most points. The award is subject to appropriate Joint Powers Board approval.

**12. REJECTION OR CANCELLATION OF PROPOSALS**

The RFP may be canceled, and 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 1978).

**13. PROTEST DEADLINE**

Any protest by an Offeror must be timely submitted and conform to Section 13-1-172 NMSA 1978 and applicable procurement regulations. The fifteen (15) calendar day protest period shall begin on the day following the contract award and will end by close of business fifteen (15) calendar days after the contract award. Protests must be written and must include the protestor's name and address as well as the RFP number. Protests must also contain a statement of grounds for protest, including appropriate supporting exhibits, and must specify the ruling requested. Protests must be addressed and delivered to:

Fran Dunaway  
Chief Procurement Officer  
City of Santa Fe  
[fdunaway@santafenm.gov](mailto:fdunaway@santafenm.gov)

Protests received after the deadline will not be accepted. The Agency reserves the right to implement the terms of the contract with the successful Offeror during the pendency of the protest.

**14. CHANGE IN CONTRACTOR REPRESENTATIVES**

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

**15. AGENCY RIGHTS**

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

**16. RIGHT TO PUBLISH**

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

**17. OWNERSHIP OF PROPOSALS**

All documents submitted in response to this RFP 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. EMAIL ADDRESS REQUIRED**

A large part of the communication regarding this procurement will be conducted by electronic mail (email). Offeror must have a valid email address to receive correspondence (See also Section 3 - Acknowledgment of Receipt Form and Appendix A).

**19. COMPLIANCE WITH THE CITY OF SANTA FE AND SANTA FE COUNTY'S MINIMUM WAGE RATE ORDINANCES (LIVING WAGE ORDINANCES)**

Offeror will be required to submit their proposal such that it complies with the City of Santa Fe Living Wage Ordinance (Section 28-1 SFCC 1987) and Santa Fe County Living Wage Ordinance Nos. 2014-1 and 2014-5 to the extent applicable. The successful Offeror will be required to comply with the ordinances to the extent applicable, as well as any subsequent changes to the ordinances throughout the term of this contract.

**20. PREFERENCES IN PROCUREMENT**

**Resident Business Preference:** To receive a Resident Business Preference pursuant to Section 13-1-22 NMSA 1978, the Offeror **must** submit a copy of a valid Resident Business certificate issued by the New Mexico Department of Taxation and Revenue with its proposal.

If an Offeror submits a copy of a valid Resident Business certificate with its proposal, five (5) percent of the total weight of all evaluation factors used in the evaluation of proposals may be awarded.

Certification by the New Mexico 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

**Resident Veteran Business Preference:** To receive a Resident Veteran Business Preference pursuant to Section 13-1-22 NMSA 1978, the Offeror **must** submit a copy of a valid Resident Veteran Business certificate issued by the New Mexico Department of Taxation and Revenue with its proposal.

If an Offeror submits with its proposal a copy of a valid and current veteran resident business certificate, ten (10) percent of the total weight of all the evaluation factors used in the evaluation of proposal may be awarded.

Certification by the New Mexico Department of Taxation and Revenue for the resident veteran business requires the Offeror to provide evidence including, but not limited to, gross revenues of up to three million dollars (\$3,000,000) in the preceding tax year and evidence of veteran status.

A resident veteran business shall not benefit from the preference pursuant to this section for more than ten consecutive years. A person that is an owner of a business that is a resident veteran business shall not benefit from the preference pursuant to this section for more than ten consecutive years. A person shall not benefit from the provisions of this section based on more than one business concurrently.

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

**Local Preference:** An Offeror who submits to the Agency a valid Local Preference Certification Form (see Appendix C), pursuant to the City of Santa Fe Purchasing Manual, or a Santa Fe County Preference Certificate, issued by Santa Fe County, shall receive a five (5) percent preference as set forth in Santa Fe County Ordinance No. 2012-4. The local preference applies only to offers received when the Agency procures services through a competitive sealed proposal process. An Offeror is eligible for the local preference in addition to either the resident business preference or the resident veteran preference.

## **21. PROCUREMENT UNDER EXISTING CONTRACTS**

Offeror shall be made aware that other central purchasing offices may utilize the Services Agreement to procure services, construction, or items of tangible personal property pursuant to Section 13-1-129 NMSA 1978.

**REMAINDER OF PAGE INTENTIONALLY LEFT BLANK**

## DEFINITIONS AND TERMS

1. **Addendum:** a written or graphic instrument issued prior to the opening of Proposals, which clarifies, corrects, or changes the Request for Proposals. Plural: addenda.
2. **Agency:** means the Santa Fe Solid Waste Management Agency.
3. **BuRRT:** means the Buckman Road Recycling and Transfer Station.
4. **Central Purchasing Office:** means the office responsible for the control of procurement of items of tangible personal property, services or construction.
5. **Chief Procurement Officer:** means that person within the Central Purchasing Office who is responsible for the control of procurement of items of tangible personal property, services or construction.
6. **City:** means the City of Santa Fe.
7. **Close of Business:** means 5:00 p.m. Mountain Time.
8. **Consultant or Contractor:** means the successful Offeror who enters into a binding contract/agreement.
9. **Contract/Agreement:** means the Agency's Services Agreement for the procurement of items of tangible personal property, services or construction, including all exhibits attached to it and incorporated in it by reference, and all amendments in accordance with its terms.
10. **Determination:** means the written documentation of a decision of the Chief Procurement 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).
11. **Evaluation Committee:** means a body appointed by the Agency to evaluate proposals.
12. **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.
13. **Joint Powers Board (JPB):** means the governing body of the Santa Fe Solid Waste Management Agency that operates the Caja del Rio Landfill and Buckman Road Recycling and Transfer Station.
14. **Information Technology (IT):** means the use of hardware, software, services, and supporting infrastructure to manage and deliver information using voice, data, and video.
15. **Landfill:** means the Caja del Rio Landfill.

16. **Multi-Term Contract:** means a contract having a term longer than one year (Section 13-1-68 NMSA 1978).
17. **Nonresponsive:** Proposal or bid that does not conform to requirements set forth in the Request for Proposals and is not evaluated by the evaluation committee.
18. **Offeror:** means the companies or firms submitting a proposal in response to this Request for Proposals.
19. **Procurement Manager:** means the person or designee authorized by the Agency to manage or administer a procurement requiring the evaluation of proposals.
20. **Professional Services:** means the services of architects, archeologists, engineers, surveyors, landscape architects, medical arts practitioners, scientists, management and systems analysts, certified public accountants, registered public accountants, lawyers, psychologists, planners, researchers, construction managers and other persons or businesses providing similar professional services, which may be designated as such by a determination issued by the Chief Procurement Officer (Section 13-1-76 NMSA 1978).
21. **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).
22. **Resident Business:** has the meaning set forth in Section 13-1-21 (A)(6) NMSA 1978, as amended from time to time.
23. **Resident Veteran Business:** has the meaning set forth in Section 13-1-22 (A)(7) NMSA 1978, as amended from time to time.
24. **Responsible Offeror:** means an Offeror who submits a responsive proposal and who has furnished, when required, information and data to prove that the Offeror’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).
25. **Responsive Offer:** means an offer 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).
26. **Services:** means the furnishing of labor, time or effort by a contractor not involving the delivery of a specific end product other than reports and other materials which are merely incidental to the required performance. Services includes the furnishing of insurance but does not include construction or the services of employees of the Agency (Section 13-1-87 NMSA 1978).
27. 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.

28. The terms **can, may, should, preferably, or prefers** identify a desirable or discretionary item or factor.

**REMAINDER OF PAGE INTENTIONALLY LEFT BLANK**

## BACKGROUND

The Santa Fe Solid Waste Management Agency (Agency) is a public entity that is jointly owned by the City of Santa Fe and Santa Fe County under the terms of the New Mexico Joint Powers Agreements Act. The Agency is requesting proposals from qualified IT firms to provide managed IT services for the Landfill and BuRRT.

The Landfill staff hours are 6:30 a.m. to 5:30 p.m. Mountain Time, Monday – Saturday.

The BuRRT staff hours are 7:00 a.m. to 5:30 p.m. Mountain Time, Sunday – Saturday.

Currently the Agency has, but is not limited to, the following inventory:

- **Network**
  - Windows PC environment
  - Adtran devices managed by CenturyLink
  - Fortinet firewalls - Fortigate 100E and 60E
  - HP switches - 5
  - Dell PowerEdge servers - 3
  - Microsoft virtual machines - 2
  - Desktops and laptops – 32
  - Digiport servers - 3
  - Ubiquity wireless access points - 5
  - Ubiquity wireless point to point - 1
  - Network print servers and printers
  - Sharp and Toshiba copiers with scanning capability – 5
  - Kronos time clocks - 5

The network is comprised of two sites (Landfill and BuRRT) with three buildings at each site. Fiber optic (200 Mbps) internet is provided at each site by CenturyLink. The maintenance shop is connected by Ubiquity point to point wireless bridge.

- **Backup System** – Local (Dell EMC) and remote cloud backups. Backups are performed nightly. Data are backed up, using a Veeam license, to a data center in Albuquerque, NM.



- **Software**

- Microsoft Hyper-V virtualization software
- Microsoft Exchange 2019
- Antivirus software
- General productivity software (Microsoft Office and Adobe)
- Carolina software - WasteWorks scale software\*
- Munis ERP – financial management software (City system)\*
- Open Edge credit card payment processing system\*
- Kronos time clock software\*
- Sharpdesk software for scanning and content management\*
- Mitel VOIP phone system\*
- JJ Keller cloud-based health and safety software\*
- Fleetio cloud-based fleet management software\*
- Performance Now software
- CAT equipment parts software\*
- FitPro respirator fit test software\*

- **Miscellaneous**

- Cell phones and tablets (Verizon and Sprint providers)\*
- ExacqVision video surveillance - two network video servers and 48 cameras\*
- Motorola handheld radios, two bases and one repeater\*
- Trimble base station/rover/equipment (GPS system)\*

\* denotes full/limited support by software/equipment provider.

**REMAINDER OF PAGE INTENTIONALLY LEFT BLANK**

## SCOPE OF SERVICES

The managed IT services are to include, but are not limited to:

- End-user support including live helpdesk
- Onsite and remote desk support
- After-hour emergency support
- Network and endpoint monitoring, optimizing and reporting
- Network support (including switches, firewalls, and wireless access points)
- Network data and security
- Server management and support including Microsoft Hyper-V virtualization infrastructure
- Backup management, testing and reporting
- Disaster recovery including periodic test restore from backup
- Incident response
- 24/7 system monitoring and response
- Network vulnerability assessment
- Internet access and support including VPN and desktop remote access
- Email infrastructure and support (Microsoft Exchange)
- Maintenance of client documentation (full and current playbook of supported environment)
- Security patch management and updates
- Antivirus updates (endpoints and network storage)
- Malware detection and removal
- Spyware detection and removal
- Spam-filter updates
- Hardware monitoring for sign of failures
- Add or remove users (endpoints and network)
- New or replace hardware or software
- Microsoft Office support
- Software application support including liaising with vendors
- Software licensing (renewal, maintenance, documentation)
- Mobile device management
- Audiovisual technology support including Cisco WebEx Meetings
- Support liaison for CenturyLink, Mitel phone system, Open Edge payment system
- Network and endpoint inventory support
- Annual employee security awareness training
- Design, configuration and support for network and endpoint technologies
- Quarterly reviews and long-term planning for network and endpoint technologies

## PROPOSAL SUBMITTAL REQUIREMENTS

Offerors shall submit their proposals electronically via email to the Purchasing Division at [Purchasing@santafenm.gov](mailto:Purchasing@santafenm.gov) by **2:00 p.m. Mountain Time on Monday, October 5, 2020**. Any proposal received after this deadline will not be considered.

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

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

- 1) Letter of Transmittal
- 2) General Information
- 3) Project Team Members
- 4) Qualifications and Overall Technical Experience
- 5) Capacity and Capability
- 6) Past Record of Performance
- 7) Proximity to or Familiarity with the Agency
- 8) Financial Considerations
- 9) 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:

- 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.
- A proposed approach to this project. Also, discuss any important issues the Offeror has identified after the review of the scope of services provided within this RFP.
- Copy of Santa Fe County Business License.
- Copy of State of New Mexico CRS Tax Identification Number.
- Summary of insurance/liability coverage.

- Campaign Contribution Disclosure Form (Appendix B).
- Copy of Local Preference Certificate (Appendix C), if applicable.
- Copy of Resident Veterans Business Preference Certificate issued by the New Mexico Department of Taxation and Revenue, if applicable.
- Copy of Resident Business Certificate issued by the New Mexico Department of Taxation and Revenue, if applicable.

The Offeror is expressly 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.

**REMAINDER OF PAGE INTENTIONALLY LEFT BLANK**

**EVALUATION CRITERIA & WEIGHTED VALUES**  
**EVALUATION COMMITTEE MEMBERS**  
**RFP No. '21/01/P**

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

<b>EVALUATION CRITERIA</b>	<b>POINTS AVAILABLE</b>
1. Qualifications and Overall Technical Experience	300
2. Capacity and Capability	300
3. Past Record of Performance	200
4. Proximity to or Familiarity with the Agency	100
5. Financial Considerations	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 as they relate to managed IT services:

1. Qualifications and Overall Technical Experience - Provide information about the Offeror's specific experience in managed IT services that demonstrate competence to successfully maintain, expand, and or manage the type of services required.
2. Capacity and Capability - Provide information about the business that demonstrates the ability to provide sufficient professional competence, including any consultants, their representatives, qualifications, and locations to perform the work, including any specialized services with time limitations.
3. Past Record of Performance - Demonstrate through contracts and other agreements with government agencies or private industry for such factors as cost control, quality of work, and ability to meet schedules. Provide a minimum of three (3) clients where the Offeror provided a similar level of managed IT services as described in the scope of services.

4. Proximity to or Familiarity with the Agency - Demonstrate the Offeror's proximity to or familiarity with the scope of services in which the Agency is requesting and describe any issues or problems that may arise that could affect the work.
5. Financial Considerations – Describe in detail the Offeror's pricing model(s) to provide the managed IT services as described in the Scope of Services that are necessary to maintain a sound network system and associated endpoints, including servers, desktops, laptops, printers, copiers, scanners payment devices and mobile devices (see Background for detailed list).

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.

**REMAINDER OF PAGE INTENTIONALLY LEFT BLANK**

**EVALUATION CRITERIA & WEIGHTED VALUES**  
**for**  
**RFP No. '21/01/P**

Evaluation Points:

Criteria	Weighted Value	Evaluation Pts. 0-1-2-3-4-5 6-7-8-9-10	Total	Max Score
Qualifications and Overall Technical Experience	30%	_____	_____	300
Capacity & Capability	30%	_____	_____	300
Past Record of Performance	20%	_____	_____	200
Proximity to or Familiarity with the Agency	10%	_____	_____	100
Financial Considerations	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**



**ACKNOWLEDGMENT OF RECEIPT FORM**  
**for**  
**RFP No. '21/01/P**  
**MANAGED IT SERVICES**  
**for**  
**SANTA FE SOLID WASTE MANAGEMENT AGENCY**

In acknowledgment of receipt of this Request for Proposals, 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 acknowledgment of receipt should be signed and returned to the Chief Procurement Officer no later than the close of business on September 14, 2020. Only potential Offerors who elect to return this form completed with the indicated intention of submitting a proposal will receive copies of all Offerors' written questions and the Agency's written responses to those questions as well as RFP amendments, if any are issued.

OFFEROR: \_\_\_\_\_

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

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

EMAIL: \_\_\_\_\_ FAX NO.: \_\_\_\_\_

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

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

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

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

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

Submit to:

Danita Boettner  
Procurement Manager  
[dboettner@sfswwma.org](mailto:dboettner@sfswwma.org)

Email subject line - RFP No. '21/01/P; Managed II Services

**APPENDIX B**

**CAMPAIGN CONTRIBUTION DISCLOSURE FORM**

## CAMPAIGN CONTRIBUTION DISCLOSURE FORM

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

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

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

The following definitions apply:

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

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

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

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

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

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

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

**Names of Applicable Public Official: Board Members of the Santa Fe Solid Waste Management Agency's Joint Powers Board - Santa Fe City Councilors Joanne Vigil Coppler, Roman "Tiger" Abeyta, and Michael Garcia; Santa Fe County Commissioners Anna Hansen, Anna Hamilton, and Hank Hughes.**

DISCLOSURE OF CONTRIBUTIONS:

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

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

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

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

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

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

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

(Attach extra pages if necessary)

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

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

**--OR--**

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

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

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

**APPENDIX C**

**LOCAL PREFERENCE CERTIFICATION FORM**

## RFP/ITB NO: \_\_\_\_\_

Principal Office: \_\_\_\_\_

Street Address	City	State	Zip Code

Date Principal Office was established: \_\_\_\_\_ (Established date must be six months before date of Publication of this RFP or ITB).

I hereby certify that the business set out above is the principal Offeror submitting this offer or is one of the principal Offerors jointly submitting this offer (e.g. as a partnership, joint venture). I hereby certify that the information which I have provided on this Form is true and correct, that I am authorized to sign on behalf of the business set out above and, if requested by the City of Santa Fe, will provide within 3 working days of receipt of notice, the necessary documents to substantiate the information provided on this Form.

Subscribed and sworn before me by \_\_\_\_\_ this \_\_\_\_, day of \_\_\_\_\_

**YOU MUST RETURN THIS FORM WITH YOUR OFFER TO QUALIFY FOR LOCAL PREFERENCE**

**APPENDIX D**  
**SAMPLE SERVICES AGREEMENT**

**SANTA FE SOLID WASTE MANAGEMENT AGENCY  
SERVICES AGREEMENT  
WITH  
CONTRACTOR  
(Managed IT Services)**

This SERVICES AGREEMENT (“Agreement”) is made and entered into by and between the Santa Fe Solid Waste Management Agency (“Agency”) and \_\_\_\_\_, (“Contractor”) to provide managed IT services 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 services subject to this Agreement are set forth in RFP No. '21/01/P and all related Contract Documents, including Contractor’s proposal in response thereto, which is incorporated into this Agreement and attached hereto as Exhibit A.

**2. STANDARDS OF PERFORMANCE; LICENSES**

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

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

**3. COMPENSATION**

A. The Agency shall pay to Contractor in full payment for services rendered, including applicable gross receipts taxes, a sum not to exceed \_\_\_\_\_ Dollars and \_\_\_\_\_ 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. The Agency is exempt



from gross receipts tax on tangible personal property. A tax-exempt certificate will be issued upon written request.

C. Payment shall be made upon receipt and approval by the Agency of detailed invoices 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 Services hereto attached in Exhibit A.

D. Invoices shall contain the following information: invoice number and date, description of the services or supplies, quantities, unit prices and extended totals. Separate invoices shall be submitted for each and every service performed. Invoices containing reimbursement expenses shall be itemized.

E. Contractor shall submit invoices to the Agency, not the City of Santa Fe.

#### **4. APPROPRIATIONS**

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

#### **5. TERM AND EFFECTIVE DATE**

A. This Agreement shall be effective when signed by the Agency and terminate on November 19, 2021, unless it is terminated sooner pursuant to Article 6 below.

B. Pursuant to the limitations on multi-term contracts for services codified in Section 13-1-150 NMSA 1978, this Agreement may not exceed ten (10) years, including all extensions and renewals. Subject to that limitation, the Agreement can be renewed annually, if agreed upon by the Agency and Contractor.

## **6. TERMINATION**

The Agency may terminate this Agreement at any time and for any reason by giving ten (10) days written notice to Contractor. If the Agency terminates the Agreement:

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

## **7. DEFAULT**

The Agency reserves the right to cancel all or any part of this Agreement without cost to the Agency if Contractor defaults in the performance of this Agreement, and except as otherwise provided

herein, to hold Contractor liable for any cost or damage incurred by the Agency due to Contractor's default.

**8. FORCE MAJEURE**

A. No party shall have any liability to the other hereunder by reason of any delay or failure to perform any obligation under this Agreement if the delay or failure to perform is as a result of force majeure. Event of force majeure means:

- 1) Acts of God or a public enemy;
- 2) Acts or omissions of any government entity;
- 3) Fire, flood or other casualty for which a party is not responsible;
- 4) Pandemic, epidemic or quarantine restriction;
- 5) Unanticipated work stoppage or freight embargo;
- 6) Strike, lockout, labor dispute, or civil disturbance; and
- 7) Unusually severe weather conditions.

B. Where there is an event of force majeure, the party prevented from or delayed in performing its obligations under this Agreement must immediately notify the other party giving full particulars of the event of force majeure and the reasons for the event of force majeure preventing that party from or delaying that party in performing its obligations under this Agreement. The party must use its reasonable efforts to mitigate the effect of the event of force majeure upon its performance of the Agreement and to fulfill its obligations under the Agreement.

**9. 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.

#### **10. 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.

#### **11. 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.

#### **12. 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.

#### **13. 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.

#### **14. INSURANCE**

A. Contractor, at its own cost and expense, shall carry and maintain in full force and effect during the term of this Agreement comprehensive general liability insurance of \$1,000,000 for each occurrence and \$2,000,000 in general aggregate coverage for bodily injury and property damage liability, in a form and with an insurance company acceptable to the Agency. The Agency shall be named as an additional insured under the insurance policy, and the policy shall provide that the Agency will be notified no less than 30 days before the policy is canceled 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 professional liability insurance of \$1,000,000 for each claim throughout the term of this Agreement.

C. 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.

D. 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.

**15. 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.

**16. 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, Sections 41-4-1 to 41-4-27 NMSA 1978. 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.

**17. 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.

**18. 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.

**19. APPLICABLE LAW; CHOICE OF LAW; VENUE**

A. Contractor shall abide by all applicable federal and state laws and regulations, and all ordinances, rules and regulations of the Agency.

B. Contractor shall comply with the requirements of the City of Santa Fe Living Wage Ordinance (Section 28-1 SFCC 1987) and Santa Fe County Living Wage Ordinance Nos. 2014-1 and 2014-5.

C. 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.

**20. AMENDMENT**

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

**21. 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 Services 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.

**22. EQUAL EMPLOYMENT OPPORTUNITY COMPLIANCE**

During the term of this Agreement, Contractor agrees to abide by all federal, state, and local laws, ordinances, and rules and regulations pertaining to equal employment opportunity and unlawful discrimination. Without in any way limiting the foregoing general obligation, Contractor specifically agrees not to discriminate against any person with regard to employment with the Contractor or participation in any program or activity offered pursuant to this Agreement on the grounds of race, age, religion, color, national origin, ancestry, sex, physical or mental handicap, serious medical condition, spousal affiliation, sexual orientation, or gender identity.

**23. 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.

**24. NOTICES**

A. 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  
Fax: (505) 424-1839  
Email: rkippenbrock@sfswwa.org

**CONTRACTOR:** Name  
Title  
Contractor  
Address  
City, State, Zip Code  
Fax:  
Email:



B. Any such notice sent by registered or certified mail, return receipt, shall be deemed to have been duly given and received seventy-two (72) hours after the same is so addressed and mailed with postage prepaid. Notice sent by recognized overnight delivery service shall be effective only upon actual receipt thereof at the office of the addressee set forth above, and any such notice delivered at a time outside of normal business hours shall be deemed effective at the opening of business on the next business day. Notice sent by facsimile or email shall be effective only upon actual receipt of the original unless written confirmation is sent by the recipient of the facsimile stating that the notice has been received, in which case the notice shall be deemed effective as of the date specified in the confirmation. Any party may change its address for purposes of this paragraph by giving notice to the other party as herein provided. Delivery of any copies as provided herein shall not constitute delivery of notice hereunder.

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

Contractor shall comply with all applicable federal, state, and local laws and regulations throughout the term of this Agreement. Contractor expressly acknowledges that the New Mexico Procurement Code, Sections 13-1-28 through 13-1-199 NMSA 1978, imposes civil and criminal penalties for its violation, and New Mexico criminal statutes impose penalties for bribes, gratuities, and kickbacks.

**REMAINDER OF PAGE INTENTIONALLY LEFT BLANK**

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

**SANTA FE SOLID WASTE MANAGEMENT AGENCY:**

\_\_\_\_\_  
Anna Hansen  
Chairperson

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

**ATTEST:**

\_\_\_\_\_  
Geraldine Salazar  
Santa Fe County Clerk

**CONTRACTOR:**

\_\_\_\_\_  
Name  
Title  
Contractor

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

**APPROVED AS TO FORM:**

\_\_\_\_\_  
Nancy R. Long  
Agency Attorney

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

**EXHIBIT A**  
**Scope of Services**