

**CITY OF SANTA FE
CENTRAL PURCHASING OFFICE**

for

SANTA FE SOLID WASTE MANAGEMENT AGENCY

REQUEST FOR PROPOSALS

**ON-CALL ENGINEERING SERVICES
FOR
SANTA FE SOLID WASTE MANAGEMENT AGENCY**

RFP No. '21/11/P

DUE:

**FEBRUARY 9, 2021
3:00 p.m.**

**CITY OF SANTA FE
CENTRAL PURCHASING OFFICE
200 LINCOLN AVE., ROOM 122
SANTA FE, NM 87501
Purchasing@santafenm.gov**

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NOTICE OF REQUEST FOR PROPOSALS

RFP No. '21/11/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 3:00 p.m. Mountain Time on Tuesday, February 9, 2021 for:

ON-CALL ENGINEERING 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 on-call engineering services. The RFP process includes Qualifications-Based Selection - a procurement method that results in the selection of the best qualified and competent engineering firm most suitable to the needs of the Agency.

A **mandatory** pre-proposal meeting will be held via Webex on Thursday, January 14, 2021, at 10:00 a.m. It is the Offeror’s responsibility to ensure that they have reviewed all aspects of the RFP document before the meeting.

[Join Meeting](#)

Meeting number (access code): 126 252 6151

Meeting password: JQthTWcn827

A pre-proposal site visit is **non-mandatory**. Due to the ongoing COVID-19 pandemic, Offerors requesting a site visit must notify the Agency by emailing to Danita Boettner, Procurement Manager at dboettner@sfswma.org with the RFP number and Offeror name in the subject line. The email body must include the 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@sfswma.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) before 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 or website http://www.santafenm.gov/bids_rfps.


Proposals must be submitted to the Central Purchasing Office via email at 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 Employment Opportunity employer and will not discriminate against applicants and employees on the basis of race, color, ethnicity, national origin, age, religion, sex, sexual orientation, gender identity, disability or genetic information. The successful Offeror will be required to conform to the Equal Opportunity Employment Act.

ATTEST:

 CPO 12/30/2020

Fran Dunaway, CPO, CNMB
Chief Procurement Officer

Received by the Santa Fe New Mexican on December 30, 2020
To be published on January 4, 2020

Received by the Albuquerque Journal on December 30, 2020
To be published on January 4, 2020

PROPOSAL SCHEDULE

RFP No. '21/11/P

EVENT	DATE
Advertisement	January 4, 2020
Issuance of RFP	January 4, 2020
Mandatory Pre-Proposal Meeting Via Webex	January 14, 2021, at 10:00 a.m. Mountain Time
Acknowledgment of Receipt	January 14, 2021
Non-Mandatory Site Visit	By Appointment
Deadline to Submit Additional Questions	January 28, 2021
Response to Written Questions and Any Addendum	February 2, 2021
Receipt of Proposals	February 9, 2021, at 3:00 p.m. Mountain Time Electronically Submitted to the Central Purchasing Office Purchasing@santafenm.gov
Video Conferencing Interviews	February 16, 2021
Selection	February 17, 2021
Negotiations	February 18, 2021
Recommendation of Award to Joint Powers Board	March 18, 2021

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

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 **3:00 p.m. Mountain Time on Tuesday, February 9, 2021.**

Proposals shall be submitted electronically via email to the Central Purchasing Office at 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. - '21/11/P

RFP Title - On-Call Engineering 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 or website 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 Central Purchasing Office's version 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@sfswwa.org. The form shall be signed by an authorized representative of the organization, dated and returned by close of business on January 14, 2021.

The procurement distribution list will be used to distribute 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 Agency's best interest 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 deadline for receipt of proposals by emailing a written notice to 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 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@sfswma.org and to be given consideration must be received at least five (5) days prior to the date set for receipt of proposals or January 28, 2021.

Any and all such interpretations and any supplemental instruction will be in written addenda to the RFP, which if issued, will be sent by email or facsimile to all prospective Offerors known by the Agency to have received a complete RFP not later than three (3) days prior to the date set for receipt of proposals or February 2, 2021. 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@sfswma.org or website 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 about the Offeror's organization and data that qualifies as a trade secret under 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 disclosing 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 March 18, 2021; however, the meeting's date 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 Agency's best interest. A determination containing the reasons 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 and 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

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 before 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). The 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, and 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 Professional Services Agreement to procure services, construction, or items of tangible personal property pursuant to Section 13-1-129 NMSA 1978.

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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 Professional 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 the Chief Procurement Officer's decision, 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 are 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. **Landfill:** means the Caja del Rio Landfill.
15. **Multi-Term Contract:** means a contract having a term longer than one year (Section 13-1-68 NMSA 1978).

16. **Non-responsive:** Proposal or bid that does not conform to requirements set forth in the Request for Proposals and is not evaluated by the evaluation committee.
17. **Offeror:** means the companies or firms submitting a proposal in response to this Request for Proposals.
18. **Procurement Manager:** means the person or designee authorized by the Agency to manage or administer a procurement requiring the evaluation of proposals.
19. **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).
20. **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).
21. **Resident Business:** has the meaning set forth in Section 13-1-21 (A)(6) NMSA 1978, as amended from time to time.
22. **Resident Veteran Business:** has the meaning set forth in Section 13-1-22 (A)(7) NMSA 1978, as amended from time to time.
23. **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).
24. **Responsive Offer:** means an offer that conforms materially to the requirements 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).
25. **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 merely incidental to the required performance. Services include the furnishing of insurance but does not include construction or the services of employees of the Agency (Section 13-1-87 NMSA 1978).
26. 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.
27. The terms **can, may, should, preferably, or prefers** identify a desirable or discretionary item or factor.

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 (JPA) Act (Sections 11-1-1 through 11-1-7 NMSA 1978). Since 1995, the JPA delegated the Agency the power to plan for, operate, construct, maintain, repair, replace or expand the Caja del Rio Landfill (Landfill), which is located at 149 Wildlife Way, Santa Fe, NM.

The Agency property boundary encompasses 646.4 acres of which 495 acres is within the boundary of the Landfill.

In 2006, under a lease agreement with the City of Santa Fe, the Agency took over the operation of the Buckman Road Recycling and Transfer Station (BuRRT), which is located at 2600 Buckman Road, Santa Fe, NM.

The Agency is requesting proposals from qualified engineering firms to provide on-call engineering services for the Landfill and BuRRT.

Caja del Rio Landfill (Landfill):

On November 25, 2015, the New Mexico Environmental Department (NMED) issued the Landfill Solid Waste Facility Permit No. SWB-0226357. The 20-year permit is for acceptance of municipal solid waste, and construction and demolition (C&D) debris. The NMED also issued the Landfill Special Waste Permit No. SWB-0226358 (SP) for acceptance of six special waste categories: sludge, industrial solid waste, petroleum-contaminated soil, a spill of a chemical substance or commercial product, treated formerly characteristic hazardous waste, and special waste not otherwise specified (wash sump).

The Landfill accepts green waste, manure, and food waste for composting.

The Landfill receives approximately 450 to 500 tons per day of waste. In 2019, the Landfill processed 165,500 tons of waste.

All cells (Cells 1 through 6B) within the lined area of the West Phase of the Landfill have been constructed in accordance with *20.9.1 NMAC* and the current permit requirements, including the lining system, leachate collection system, and other design features associated with the Landfill.

The current disposal area is Cell 6B. The expected life of the cell is approximately five years.

The Landfill permit increased the final grade elevation in the West Phase to approximately 30 feet above the current elevation for a vertical extent of 85-95 feet above ground. As to date, the remaining life of the vertical expansion of the West Phase is 17 years (depending on disposal rate).

The Landfill permit added 54 acres lined landfill area in the East Phase for MSW and C&D disposal with a vertical extent of 70 to 110 feet above ground level and 115 to 135 feet below

ground level. The East Phase extended the life of the Landfill by 25 - 32 years (depending on disposal rate).

The Landfill operating hours are 7:00 a.m. to 5:00 p.m., Monday – Saturday.

The Landfill is situated along the Caja Del Rio Plateau, approximately 1.5 miles north of the confluence of the Arroyo de los Frijoles and the Arroyo Calabasas. The existing drainage basin encompassing the Landfill extends both northeast and northwest, with the Landfill located in the center. Drainage across the Landfill is from northeast to south and from northwest to south at a grade of approximately two percent. Stormwater run-on from the eastern portion of the drainage basin flows to a defined watercourse, which intercepts the existing landfill drainage along the east side and exits on the Landfill's south side. The flow from the western portion of the drainage basin is diverted around the Landfill and discharges to the Landfill's south side.

Buckman Road Recycling and Transfer Station (BuRRT):

On June 12, 2017, the New Mexico Environmental Department (NMED) issued BuRRT Solid Waste Facility Permit No. SWM-261707. The 20-year permit is for acceptance of municipal solid waste collected by government entities, private haulers, and residents. The permit allows BuRRT to divert these materials from disposal:

- Mixed recyclables
- Household hazardous waste (HHW)
- Universal waste – batteries and mercury lamp bulbs
- Scrap metal/white goods
- Scrap tires
- Green waste
- Electronic waste (e-waste)
- Glass

BuRRT receives an average of 345 customers per day. In 2019, BuRRT processed 38,844 tons of materials. The following is the breakdown of the materials.

Municipal solid waste/C&D debris – 8,845 tons
Mixed recyclables – 10,225 tons
Green waste – 7,254 tons
Glass – 1,838 tons
Scrap tires – 280 tons
Scrap metal – 248 tons
E-waste – 102 tons
HHW – 52 tons

The BuRRT operating hours are 8 a.m. to 4:45 p.m., Sunday – Saturday.

SCOPE OF SERVICES

The on-call engineering services are to include, but are not limited to:

The projects performed under this contract may include, but not be limited to, these types of services. This scope of services is intended to represent the projects that may arise during the term of the contract; however, not all of these services may be required of the Offeror during the contract term. The Offeror may supplement their in-house capability through teaming arrangements.

The Offeror must have solid working knowledge of New Mexico Solid Waste Act (NMSA 1978 Section 74-9-1 through 74-9-43) and the Solid Waste Management Rules (20.9.2 through 20.9.10 NMAC) which governs the management of municipal solid waste in New Mexico. The Offeror may be required to provide these types of municipal solid waste services:

- Design and prepare construction plans and specifications for Landfill components: such as vertical expansion for the West Phase (Cells 1-6B) landfill, stormwater management structures, and erosion control structures. Offeror may also be responsible for comparative cost analysis, bidding assistance, and construction oversight of such components.
- Design and prepare construction plans and specifications for Landfill facility components, such as maintenance shop concrete floor restoration, building stucco rehabilitation, access road pavement rehabilitation, and inbound scale replacement. Offeror may also be responsible for comparative cost analysis, bidding assistance, and construction oversight of such components.
- Design and prepare construction plans and specifications for BuRRT facility components, such as building roof rehabilitation, glass crushing facility upgrade, concrete scrap tire containment area, and outbound scale replacement. Offeror may also be responsible for comparative cost analysis, bidding assistance, and construction oversight of such components.
- Perform topographical surveys for the Landfill and BuRRT, as required, including landfill volume calculations using the recognized datum (i.e., NAD 83, NAVD 88) in the Agency's Topographic Survey Protocol. The Agency prefers the use of drone technology to obtain topographical information or aerial photography.
- Operational support, such as modifying or expanding model data used for the Trimble GPS control equipment (currently utilized by the compactors to maximize compaction at the Landfill), basegrade guidance during the excavation of Cells 7-9, and assistance with building access roads and East stormwater channel.
- Update BuRRT management plans, including additional and revised information regarding operational practices at BuRRT, for approval by the New Mexico Environment Department.
- Prepare and submit permit-related documents for approval by the New Mexico Environment Department.
- Evaluate, consult with U.S. Army Corps of Engineers, and, if required, prepare permit documents related to Section 404 of the Clean Water Act (33 U.S.C 1344).
- Prepare, design, and/or implement corrective action programs related to operational and/or remedial issues, if any arise.
- Provide general engineering services for Landfill and BuRRT not previously identified.
- Conduct feasibility studies and develop strategic plans, including data analysis, policy assessments, community engagement, stakeholder meetings, meeting facilitation, and approvals.

- Perform technical services related to waste minimization, recycling, waste-to-energy, and other renewable energy systems.

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PROPOSAL SUBMITTAL REQUIREMENTS

Offerors shall submit their proposals electronically via email to the Purchasing Division at Purchasing@santafenm.gov by **3:00 p.m. Mountain Time on Tuesday, February 9, 2021**. 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 RFP requirements. Padding the proposal with “boilerplate” 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) Specialized Design and Technical Experience
- 5) Capacity and Capability to Perform the Work
- 6) Past Record of Performance
- 7) Proximity to or Familiarity with the Agency
- 8) New Mexico Produced Work
- 9) Current Volume of Work with the Agency not 75% Complete
- 10) Innovativeness
- 11) 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 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 for the on-call engineering services. Also, discuss any important issues the Offeror has identified after reviewing 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 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. The Agency will accept no subcontractor with a suspension or debarment. The Offeror shall be 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.

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**EVALUATION CRITERIA & WEIGHTED VALUES
EVALUATION COMMITTEE
RFP No. '21/11/P**

The Evaluation Committee will evaluate each proposal 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. Evaluation criteria designated with “*” are required by Section 13-1-120.B NMSA 1978.

EVALUATION CRITERIA	WEIGHTED VALUES (Evaluation Points Available)
1. Specialized Design and Technical Experience*	200
2. Capacity and Capability*	200
3. Past Record of Performance*	200
4. Proximity to or Familiarity with the Agency*	200
5. New Mexico Produced Work*	100
6. Current Volume of Work with the Agency not 75% Complete*	50
7. Innovativeness of Proposal	50
Total Maximum Allowable Points	1,000

NARRATIVE DESCRIPTION OF EVALUATION CRITERIA

Points will be given on the basis of the following evaluation criteria as they relate to on-call engineering services for solid waste, recycling, landfills, transfer stations and/or material recovery facilities:

1. Specialized Design and Technical Experience - Provide information about the Offeror’s specific technical experience with similar projects that demonstrate competence to successfully complete the project and 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 at least three (3) clients where the Offeror provided a similar level of on-call engineering services as described in the potential scope of services.

4. Proximity to or Familiarity with the Agency - Demonstrate the Offeror's proximity to or familiarity with the Agency in which the scope of services is located.
5. New Mexico Produced Work - It is in the Agency's best interest to support in-state businesses. Indicate the volume of work to be produced in New Mexico by a New Mexico offeror or offerors. Identify any out-of-state consultant(s) or business relationships that will be involved on the project and the extent of services to be provided by that Offeror or Offerors.
6. Current Volume of Work with the Agency not 75% Complete - Indicate the volume of work the Offeror has previously done for the Agency, which is not seventy-five (75) percent complete regarding professional design services through the bidding phase. The purpose of the criteria is to help distribute projects among qualified offerors while not violating the principle of selecting the most highly qualified offeror.

The Agency is considered a separate entity from the City of Santa Fe and Santa Fe County. Therefore, any work performed for the City and County of Santa Fe should not be included in the proposals. However, for clarification, the City of Santa Fe is the Agency's fiscal agent.

The following formula shall be utilized in assessing scores based on the value of work for projects that are not 75% complete:

\$150,001	and	over.....	0 points
\$100,001	to	\$150,000.....	20 points
\$ 50,001	to	\$100,000.....	40 points
\$ 25,001	to	\$ 50,000.....	60 points
\$ 1	to	\$ 25,000.....	80 points
		None	100 points

7. Innovativeness of the Proposal - Describe the innovativeness of the Offeror's proposal that will provide maximum benefits for the Agency while maintaining cost-effective services for the Agency.

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 any Offeror proposal who is not a responsible Offeror or fails to submit a responsive offer.

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EVALUATION CRITERIA & WEIGHTED VALUES
for
RFP No. '21/11/P

Evaluation Points:

Criteria	Weighted Value	Evaluation Pts. 1-2-3-4-5 6-7-8-9-10	Total	Max Score
Specialized Design & Technical Experience*	20%	_____	_____	200
Capacity & Capability*	20%	_____	_____	200
Past Record of Performance*	20%	_____	_____	200
Proximity to or Familiarity with the Agency*	20%	_____	_____	200
New Mexico Produced Work*	10%	_____	_____	100
Current Volume of Work with the Agency not 75% Complete*	5%	_____	_____	50
Innovativeness of Proposal	5%	_____	_____	50
	Total		=====	1,000

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. '21/11/P
ON-CALL ENGINEERING 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 by the close of business on January 14, 2021. 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 and 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@sfswma.org

Email subject line - RFP No. '21/11/P; On-Call Engineering 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

LOCAL PREFERENCE CERTIFICATION FORM

RFP/ITB NO: _____

Business Name: _____

Principal Office: _____
Street Address City State Zip Code

Santa Fe Business License # _____ (Attach Copy to this Form)

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

CERTIFICATION

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.

Signature of Authorized Individual: _____

Printed Name: _____

Title: _____ Date: _____

Subscribed and sworn before me by _____ this ____, day of _____

My commission expires _____
Notary Public

SEAL

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

APPENDIX D

SAMPLE PROFESSIONAL SERVICES AGREEMENT

**SANTA FE SOLID WASTE MANAGEMENT AGENCY
PROFESSIONAL SERVICES AGREEMENT
WITH
CONTRACTOR
(On-Call Engineering Services)**

This PROFESSIONAL SERVICES AGREEMENT (“Agreement”) is made and entered into by and between the Santa Fe Solid Waste Management Agency (“Agency”) and _____, (“Contractor”) to provide on-call engineering 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. '21/11/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 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.

D. 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.

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 disability, serious medical condition, spousal affiliation, sexual orientation, gender identity, or genetic information.

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@sfswma.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.

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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