

**CITY OF SANTA FE
CENTRAL PURCHASING OFFICE**

for

SANTA FE SOLID WASTE MANAGEMENT AGENCY

REQUEST FOR PROPOSALS

**AIR QUALITY PERMITTING AND COMPLIANCE REPORTING SERVICES
AND**

**ENGINEERING AND OPERATION AND MAINTENANCE SERVICES FOR
THE LANDFILL GAS COLLECTION SYSTEM**

RFP No. 22/16/P

DUE:

**OCTOBER 19, 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. '22/16/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, October 19, 2021 for:

AIR QUALITY PERMITTING AND COMPLIANCE REPORTING SERVICES AND ENGINEERING AND OPERATION AND MAINTENANCE SERVICES FOR THE LANDFILL GAS COLLECTION SYSTEM

Through this Request for Proposals (RFP) process, the Agency is requesting proposals from qualified firms interested in providing air quality and landfill gas collection system engineering, operation and maintenance, and compliance 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 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@sfswwma.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@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) 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.

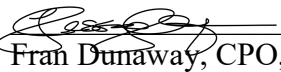
Proposals must be submitted to the Central Purchasing Office via email at Purchasing@santafenm.gov. Courier and hand deliveries of proposals will not be accepted. Late proposals will not be accepted under any circumstances.

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:

 09/20/2021
Fran Dunaway, CPO, CNMB
Chief Procurement Officer

Received by the Santa Fe New Mexican on September 15, 2021
To be published on September 20, 2021

Received by the Albuquerque Journal on September 15, 2021
To be published on September 20, 2021

PROPOSAL SCHEDULE

RFP No. '22/16/P

EVENT	DATE
Advertisement	September 20, 2021
Issuance of RFP	September 20, 2021
Acknowledgment of Receipt	October 4, 2021
Non-Mandatory Site Visit	By Appointment
Deadline to Submit Additional Questions	October 13, 2021
Response to Written Questions and Any Addendum	October 15, 2021
Receipt of Proposals	October 19, 2021, at 3:00 p.m. Mountain Time Electronically Submitted to the Central Purchasing Office Purchasing@santafenm.gov
Video Conferencing Interviews	October 25, 2021
Selection	October 26, 2021
Negotiations	October 27, 2021
Recommendation of Award to Joint Powers Board	November 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, October 19, 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. - '22/16/P

RFP Title – AIR QUALITY PERMITTING AND COMPLIANCE REPORTING SERVICES
AND

ENGINEERING AND OPERATION AND MAINTENANCE SERVICES FOR
THE LANDFILL GAS COLLECTION SYSTEM

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 October 4, 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@sfswwa.org and to be given consideration must be received at least five (5) days prior to the date set for receipt of proposals or October 13, 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 October 15, 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@sfswwa.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 November 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 requesting proposals from experienced engineering firms to provide engineering and operation and maintenance services for landfill gas collection system at the Caja del Rio Landfill (Landfill) and air quality permitting and compliance services for both the Landfill and Buckman Road Recycling and Transfer Station (BuRRT).

The Agency is a public entity that is jointly owned by the City of Santa Fe and Santa Fe County under the terms of the New Mexico Joint Powers Agreements Act. The Agreement delegated the Agency the power to plan for, operate, construct, maintain, repair, replace or expand the Landfill located at 149 Wildlife Way, Santa Fe, NM 87506.

The Landfill opened in May 1997. The total acreage of the Agency property is approximately 646 acres, however, only 495 acres of the property is designated for Landfill activities. The Landfill contains a leachate evaporation pond, effluent storage pond, compost area, disposal cells, administration offices, scales, and a maintenance shop. Of 495 acres, approximately 141 acres are permitted through the New Mexico Environment Department for disposal of solid waste.

Since April 2010, the Landfill has an active landfill gas collection and control system that operates on a scheduled, intermittent basis. The system consists of vertical landfill gas extraction (LFG) wells (there are currently 28 wells), below-grade landfill gas header and lateral piping, a condensate management system, and an enclosed John Zink flare. The blower-flare station is rated for the destruction of landfill gas up to 900 standard cubic feet per minute (scfm). A FleetZoom remote monitoring device was installed in early 2021.

The Landfill is subject to New Source Performance Standard (NSPS) collection and control requirements under 40 CFR 60, Subpart XXX and National Emissions Standards for Hazardous Air Pollutants (NESHAP) under 40 CFR 63, Subpart AAAA. As such, the gas system must operate under specific NSPS/NESHAP requirements. The LFG wells must be monitored and adjusted to meet the compliance requirements of NSPS, as well as work practice standard and other related requirements as set forth in 40 CFR 63, Subpart AAAA as published March 20, 2020.

The Agency has recently submitted a renewal application for the Landfill's Title V permit in August 2021. It is anticipated that follow-up related to this application and draft permit review will be needed during this next contract period as well as the subsequent permit renewal (possibly towards the end of the contract period depending on when the renewal is issued by the Air Quality Bureau).

BuRRT is not subject to NSPS or NESHAP requirements, but does have a Notice of Intent (NOI) authorization for a brush grinder. Due to this authorization, a 2021 annual emissions inventory will be required for BuRRT.

SCOPE OF SERVICES

This scope of services is to provide the Agency with air-related compliance, permitting, and design services related to the landfill gas collection and control system (GCCS). It also includes GCCS operations and maintenance services as set forth in the following scope of services.

1. PERMITTING, COMPLIANCE REPORTING, AND DESIGN SERVICES

NSPS/NESHAP, and Title V Reporting

Services in this task will encompass semi-annual New Source Performance Standards (NSPS), startup, shutdown, and malfunction (SSM), and Title V reporting for the Landfill. This currently includes one reporting event in April and one in October annually (all routine reports are currently synchronized on this schedule).

Title V reporting requires reporting of any Title V deviations semi-annually and certification of overall compliance with all air-related requirements annually. For this Task, the Consultant will prepare the Title V reports.

The Landfill is a designated facility under 40 CFR 60, Subpart XXX and subject to 40 CFR 63, Subpart AAAA as finalized March 20, 2020. These rules require semi-annual report filings be submitted detailing many aspects of the gas system's operation. These reports require details, which include the following: collection well exceedances, a summary of quarterly surface scans, documentation of any gas system expansions conducted during the reporting period, and a summary of gas system and control device downtimes.

The Consultant will prepare Title V, and NSPS/NESHAP report drafts for Agency review and signatures. Upon approval, at the Agency's preference, the Consultant will transmit these reports to the Agency for NMED submittal or submit them on the Agency's behalf.

Federal Greenhouse Gas (GHG) Emissions Reporting Services

The landfill is subject to Federal GHG Reporting. This task will address requirements regarding the Federal mandatory GHG reporting rules. The proposed scope for this task will include the preparation and submittal of the required GHG emissions estimates and associated information required by the GHG reporting rule. Online reporting through EPA's eGGRT system will be used to file information related to the GHG reporting rule.

The Consultant must collect and process all required data from the previous calendar year for each year of reporting, including waste intake values, and flows/methane content for the landfill gas combusted in the landfill's flare. Utilizing equations provided in the EPA rule, the Consultant will convert the required information that has been gathered into the required GHG emissions.

Upon entering the required information into the online reporting system, the Consultant will work with the Landfill's designated representative to review and certify the data to EPA.

New Mexico Emissions Inventories (Landfill and BuRRT)

This task includes the State of New Mexico emissions inventory for the Landfill and BuRRT. These inventories, which will be filed online, are typically due by April 1 of each year for the emissions from the prior calendar year. The online format required by NMED; referred to as the NMED Air

Emissions Inventory Reporting (AEIR) tool must be used. Following completion of this work, Agency personnel will check and finalize the submittal to NMED. A copy of the emission spreadsheets will be provided to the Agency and NMED. The Consultant will also meet any GHG reporting that may be required at the State level.

The initial BuRRT inventory will be prepared in 2022 for calendar year 2021 emissions and is required due to an NOI authorization that was obtained for a new brush grinder in 2021.

Permitting

This task will include any necessary permitting required during the contract period for new sources, as they relate to Landfill or BuRRT operating permits, air quality (Title V), etc. Although no permitting tasks for BuRRT are anticipated at this time during the contract period, there are two Landfill-related tasks that are known as follows:

The Landfill submitted a Title V Permit Renewal Application in August 2021. This permit will likely require coordination during the next contract period including addressing Bureau comments, reviewing the final permit, or other, permit-related items. A permit hearing is not anticipated, but this has not yet been verified. The next five-year Title V permit renewal application may also be required at the end of the upcoming contract period depending on the Bureaus timing in issuing the renewal permit.

Landfill Gas System Engineering Design Services

Through the contract period, the Agency anticipates the need for design services related to the expansion of the GCCS to meet the NSPS requirement to operate the GCCS in areas where waste has been in place for five years or more. This work will likely include the production of construction drawings, specifications, and bid documents. It may also include support during the bidding phase and Construction Quality Assurance/Engineering support during construction.

General Services

Services will only be authorized on an as-needed basis, which may include general support items that might come up during the course of the contract. Tasks may specifically include support related to condensate injection bed construction, future GCCS budgeting assistance, or support for new regulations or other tasks for which the Agency would like assistance for their facilities.

Other related services could range from general assistance with revisions that might be needed to reporting or plans during the year for coordination between the Agency and the GCCS' operator, or coordination with NMED or EPA.

2. GAS SYSTEM OPERATIONS AND MAINTENANCE

Routine Services

The wellfield will be monitored on up to a twice-monthly basis. Currently the Agency has the wellfield read once per month with a second visit only being necessary if a well is not within NSPS parameters during the first visit. During these visits routine services for the wellfield will include:

- Monitoring and adjusting the extraction wells so that they meet NSPS requirements for temperature and pressure; as well as monitoring for oxygen.
- Obtaining landfill concentrations of methane, oxygen, carbon dioxide, and balance gas at each extraction well; in addition to individual extraction well temperatures and pressures.
- Assuring that extraction wells are functioning properly and/or without damage.
- Inspections will also ensure that there are no broken hoses, pipes, thermometers, sample ports, loose connections, air leaks, and/or condensate build-up in the wellheads or well sample ports.
- Performing inspections of condensate sumps to determine if they are functioning properly and are in good condition.
- Obtaining minimum monthly methane readings, maintaining flow meter calibration, and pulling flow data for annual GHG reporting.

Initial reading and adjusted readings, for each well and the blower/flare station (BFS), will be recorded during each monitoring event.

The Consultant will record at the blower/flare station all pertinent performance parameters such as:

- Flare temperature prior to and after wellfield adjustments have been made.
- Pressure differential at the flame arrestor and condensate knockout.
- Concentrations of methane, carbon dioxide, oxygen, and balance gas prior to and after wellfield adjustments have been made.
- Vacuum pressures, temperatures, and discharge pressure of the blower.
- Blower hours, amps, vibration, and hertz.

Maintenance services, as recommended by John Zink for the flare, blower, and associated GCCS equipment will also be performed.

In addition to routine maintenance, the Consultant will be responsible for providing necessary labor, equipment, and tools to repair and/or replace defective equipment as needed. Prior to replacement or repair of the equipment, the Consultant will advise the Agency of problems and discuss requesting advice from the manufacturer regarding warranties on the equipment in question. All maintenance, calibrations, and repair performed by field staff will be documented and summarized in the monthly reports provided to the Agency.

Data from the continuous recorder, which records flow, temperature, pressure and methane concentrations, will be downloaded into electronic files submitted to the Agency and their designated agents.

A monthly report detailing the past month's activities, all collected data, and recommendations on problem areas/equipment will be submitted by the end of the following month. All collected data collected from the wellfield, blower/flare station, and any noted problem areas along with recommendations will also be submitted to the Agency with the monthly report.

Once the Consultant completes wellfield adjustments and collects all data, they should then perform maintenance for the month or quarter that is required for specific equipment, and any needed repairs

should also be performed at this point, if they are not completed prior to monitoring and adjustment of the wellfield.

Surface Emissions Monitoring

The Consultant will be required to perform NSPS-required quarterly surface emissions monitoring (SEM). The Consultant will walk the entire area of the landfill that is subject to NSPS regulations (basically the area where extraction wells are located), at 30-meter spacing in a grid pattern. Surface penetrations will also specifically be monitored per NSPS requirements. The monitoring instrument must be calibrated prior to monitoring. Any areas where methane is detected at concentrations over 500 ppm will be immediately flagged, numbered, and marked on a site map. After the Consultant has finished walking the area, they will contact Agency staff to indicate where high concentrations of methane are located. The Consultant will assist Agency staff in remediating these areas so that emissions are less than 500 ppm during requisite re-monitoring.

Where surface emissions have exceeded 500 ppm, the area will need to be reevaluated within 10 days after remediation of the exceeded area has been completed and then 30 days after the initial exceedance reading. After the 30-day recheck and concentrations below 500 ppm have been obtained, the Consultant must provide all the collected data in the corresponding quarterly SEM report that details the findings of the surface emissions monitoring event. The report will contain all pertinent data derived from monitoring, along with associated site plans and the locations of any exceedances.

Non-Routine Services

Non-routine work will consist of repair and/or replacement of equipment that can be scheduled in advance. Non-routine work can range from minor repairs, such as broken wellheads, to complete overhaul of GCCS equipment components and additional components as needed to maintain compliance with NSPS requirements.

In addition, non-routine work may also consist of recommendations concerning the efficiency of the GCCS. Special assignments, such as engineering, system design, studies, plans/drawings, and various services related to landfill gas recovery and efficiency, fall into the category of non-routine services. These special assignments will be authorized and prioritized by the Agency.

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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, October 19, 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.

Other supporting or resource material 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 landfill gas collection system engineering and operation and maintenance services and the air quality permitting and compliance reporting 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. '22/16/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 landfill gas collection system engineering and operation and maintenance services and air quality permitting and compliance reporting services for the solid waste 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 of landfill gas collection system engineering and operation and maintenance services and air permitting and compliance reporting 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. '22/16/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. '22/16/P
LANDFILL GAS COLLECTION SYSTEM
AIR QUALITY PERMITTING AND COMPLIANCE REPORTING SERVICES
AND
ENGINEERING AND OPERATION AND MAINTENANCE SERVICES FOR
THE LANDFILL GAS COLLECTION SYSTEM

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 October 4, 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@sfswwa.org

Email subject line - RFP No. '22/16/P; Air Quality Permitting and Compliance Reporting Services and Engineering and Operation and Maintenance Services for the Landfill Gas Collection System

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.

Title: _____ Date: _____

My commission expires _____
Notary Public

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**

**(Air Quality Permitting and Compliance Reporting Services and Engineering and Operation
and Maintenance Services for the Landfill Gas Collection System – 2021)**

This PROFESSIONAL SERVICES AGREEMENT (“Agreement”) is made and entered into by and between the Santa Fe Solid Waste Management Agency (“Agency”) and _____ (“Contractor”) for landfill gas engineering and operation and maintenance services and air quality permitting and compliance reporting 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 professional services subject to this Agreement are set forth in the Scope of Services 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 XXXX and XX Cents (\$XX,XXX.XX).

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

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

D. Detailed statements containing reimbursement expenses shall be itemized.

4. APPROPRIATIONS

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

5. TERM AND EFFECTIVE DATE

A. This Agreement shall be effective when signed by the Agency and terminate on November 18, 2022, unless it is terminated sooner pursuant to Article 6 below.

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

6. TERMINATION

A. The Agency may terminate this Agreement upon ten (10) days written

notice to Contractor. If the Agency terminates the Agreement:

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

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

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

8. CONFIDENTIALITY

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

9. OWNERSHIP OF WRITTEN PRODUCTS

All reports, documents or other written material ("written products" herein) developed by Contractor in the performance of this Agreement shall be and remain the property of the Agency without restriction or limitation upon its use or dissemination by Agency. Contractor may take and retain copies of such written products as desired, but no such written products shall be the subject of a copyright application by Contractor.

10. 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.

11. 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.

12. 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.

13. INSURANCE

A. Contractor, at its own cost and expense, shall carry and maintain in full force and effect during the term of this Agreement commercial general liability insurance of \$2,000,000 for each occurrence and \$4,000,000 in general aggregate coverage for bodily injury and property damage liability, in a form and with an insurance company acceptable to the Agency. The required limits may be provided by a combination of general liability insurance and commercial umbrella liability insurance. 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 sufficient automobile liability insurance throughout the term of this Agreement to cover no less than \$2,000,000 combined single limit for each accident. The required limits may be provided by a combination of automotive liability insurance and commercial umbrella liability insurance.

C. Contractor shall carry and maintain professional liability insurance throughout the term of this Agreement for errors and omissions to cover no less than \$2,000,000 for each claim.

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.

14. 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.

15. NEW MEXICO TORT CLAIMS ACT

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

16. 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.

17. 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, 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.

18. APPLICABLE LAW; CHOICE OF LAW; VENUE

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

19. AMENDMENT

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

20. 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.

21. NON-DISCRIMINATION

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

22. 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.

23. NOTICES

A. Any notice required to be given under this Agreement shall be in writing and served to the parties at the following addresses:

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

CONTRACTOR:

B. Such notices may be delivered by:

- 1) personal delivery;
- 2) certified U.S. mail, returned receipt requested; or
- 3) recognized overnight delivery service.

C. Any such notice shall be effective upon actual receipt by the party entitled thereto.

D. Any party may change its address for purposes of this Article by giving notice to the other party as herein provided.

24. 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, NMSA 1978, §§ 13-1-28 through 13-1-199, 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:

JoAnne Vigil Coppler
Chairperson

Date:

ATTEST:

Kristine Bustos-Mihelcic
Santa Fe City Clerk

CONTRACTOR:

Date

APPROVED AS TO FORM:

Nancy R. Long
Agency Attorney

Date:

EXHIBIT A

Scope of Services